

PRE-LETTING
SERVICES
SECTION

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
COOPERATIVE CONSTRUCTION
AGREEMENT

Mn/DOT
AGREEMENT NO.

79397

S.P. 0203-80 (T.H. 10=62)
State Funds

The State of Minnesota
Department of Transportation, and
The County of Anoka

AMOUNT ENCUMBERED

\$2,281,250.00

Re: State transfer to the County of
that portion of T.H. 10 from the
east Anoka County line to the
southeast junction of T.H. 47

AMOUNT RECEIVABLE

(None)

Mn/DOT Accounting Information:

Vendor Number:		Fiscal Year:		Agency: T-79
Fund:	Org/Sub:	Appr:	Amount:	

Contract: _____
Number/Date/Entry Initials

Order: _____
Number/Date/Signatures
*[Individual signing certifies that funds have been
encumbered as required by Minn. Stat. § 16A.15.]*

Budget Office: _____
(Authorized Signature)

THIS AGREEMENT is made and entered into by and between the State of Minnesota, Department of Transportation, hereinafter referred to as the "State" and the County of Anoka, Minnesota, acting by and through its Board of Commissioners, hereinafter referred to as the "County".

WHEREAS, in distributing decision making for routes of specific functional classification to the appropriate level of government, it is necessary to transfer certain routes from one level of government to another; and

WHEREAS, one such route is Trunk Highway No. 10 from the east County line to the southeast junction of Trunk Highway No. 47 (Control Section 0203); and

WHEREAS, the State intended to upgrade that portion of Trunk Highway No. 10 by replacing pavement and traffic signals, and making miscellaneous safety improvements at an estimated cost to the State of \$2,281,250.00; and

WHEREAS, the County is willing to assume the responsibility of replacing pavement and traffic signals, and making miscellaneous safety improvements as long as the State is willing to pay the County the lump sum amount of \$2,281,250.00 for such work; and

WHEREAS, the State and the County wish to enter into an agreement that provides for payment of the lump sum amount of \$2,281,250.00 by the State to the County and provides for the jurisdictional transfer of Trunk Highway No. 10 from the State to the County; and

WHEREAS, Minnesota Statutes Section 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purpose of constructing, maintaining and improving the trunk highway system.

IT IS, THEREFORE, MUTUALLY AGREED AS FOLLOWS:

ARTICLE I - TRANSFER OF ROADWAY

Section A. Location

The State shall transfer to the County jurisdiction of Trunk Highway No. 10 from the east County line to the southeast junction of Trunk Highway No. 47, a distance of 2.5 miles, under Control Section 0203.

Section B. Information and Records Provided by the State

The State shall, upon request, provide the County with the following information and records that are applicable to the Trunk Highway No. 10 roadway described in Section A. of this article, to the extent that they are available, at no cost or expense to the County:

1. A list of active maintenance agreements with other governmental agencies and utility companies that will be canceled.
2. Utility, drainage, access driveway, sign advertising and limited use permits.
3. As built construction plans and microfilm records.
4. Bridge inspection reports and ratings.
5. Photo logs, aerial photos, right-of-way maps and parcel files.
6. Inventory data.
7. Pavement condition ratings.
8. A history of the most recent betterment.
9. Signal files including timing sequence and repair history.
10. Accident reports and statistics, subject to Privacy Act requirements.
11. The most current traffic counts.
12. Any alignment ties, horizontal and vertical control monuments, and relative data.

13. All partially completed and completed plans for construction projects.
14. Road opening authority documentation and/or right-of-way authority documentation.

Section C. Right-Of-Way To Be Determined

The State and the County shall determine the future right-of-way limits of the Trunk Highway No. 10 roadway described in Section A. of this article, that the County is to accept jurisdictional transfer and land title transfer thereof.

Section D. Pavement and Bridge Management

The Trunk Highway No. 10 roadway described in Section A. of this article shall remain in the State's pavement management and bridge management systems until such time as the jurisdiction of such roadway has been transferred to the County, and when appropriate, pavement and bridge construction projects for such roadway shall receive program funds. All pavement and bridge construction projects for such roadway that are currently in the State Transportation Improvement Program shall not be removed from such program without concurrence by the State and the County. After jurisdiction of such roadway has been transferred to the County, any funds in the State's pavement management and bridge management systems or in such program which are allocated to such roadway, shall transfer to the County in the fiscal year allocated.

Section E. Notice of Transfer

The State shall, upon execution and approval of this Agreement, serve upon the County a "Notice of Transfer" placing the Trunk Highway

No. 10 roadway described in Section A. of this article under the jurisdiction of the County; and subsequent thereto, after all necessary and required documents have been prepared and processed, the State shall convey to the County all right, title and interest of the State in that roadway. Upon receipt of that "Notice of Transfer", the County shall become the road authority responsible for the roadway so transferred.

Section F. Change In Roadway Designation

After transfer to the County of the Trunk Highway No. 10 roadway described in Section A. of this article, the State shall designate such roadway as County State Aid Highway and shall approve the appropriate increase in mileage, in accordance with Minnesota Rules 8820.0800, upon the State's receipt of a resolution requesting same from the County. This mileage is not transferable to other routes in the County.

Section G. Funding of Route Transferred

Part 1. Survey, Design and Right-Of-Way Acquisition Funding

After transfer to the County of the Trunk Highway No. 10 roadway described in Section A. of this article, the County shall prepare studies, proposals and plans, acquire right-of-way, and generally conduct the work of developing projects on such roadway, without cost or expense to the State.

Part 2. County State Aid System Funds

After transfer to the County of the Trunk Highway No. 10 roadway described in Section A. of this article, County State Aid System funds may be utilized by the County for such roadway in accordance with Minnesota Rules 8820.

Part 3. County State Aid Turnback Account Funds

After transfer to the County of the Trunk Highway No. 10 roadway described in Section A. of this article, County State Aid Turnback Account Funds may be utilized by the County. The amount of County State Aid Turnback Account Funds assigned to that roadway portion, and the use of such funds, shall be in accordance with Screening Board Resolution Re: Trunk Highway Turnback—June 1965 (latest revision June 1996), or latest revision, and in accordance with Minnesota Rules 8820. The amount of County State Aid Turnback Account Funds assigned to that roadway portion shall be limited, and subject to the following conditions:

- a. The amount of construction funds shall be limited to costs in excess of funds provided in Article II of this Agreement and shall be only for the following work:
 - i. Pavement
 - Remove concrete panels on eastbound Trunk Highway No. 10 from the east junction of Trunk Highway No. 47 and old Trunk Highway No. 10 to Trunk Highway No. 65. Grade as necessary and replace with bituminous.
 - Mill and overlay remaining segments of eastbound Trunk Highway No. 10 and the entire length of westbound Trunk Highway No. 10.
 - ii. Signals
 - Replace signal at Able Street.
 - Replace signal at Jefferson Street.

- Replace signal at County State Aid Highways No. 3 and No. 51 (University Avenue).
- Replace signal at Trunk Highways No. 10 and No. 47 east ramp terminal.
- Replace signal at Trunk Highways No. 10 and No. 47 west ramp terminal.
- 50 percent minus all anticipated State Federal aid funding for a new signal at Pleasant View Drive.

iii. Geometrics

- At County State Aid Highways No. 3 and No. 51 (University Avenue):
 - Add eastbound Trunk Highway No. 10 double left turn bay.
 - Lengthen eastbound Trunk Highway No. 10 right turn lane.
 - Lengthen westbound Trunk Highway No. 10 right turn lane.
 - Add westbound Trunk Highway No. 10 double left turn bay.
- Lengthen eastbound Trunk Highway No. 10 right turn lane at Jefferson Street.
- Add eastbound Trunk Highway No. 10 double left turn bay at Jefferson Street.
- Add eastbound Trunk Highway No. 10 double left turn lane at Able Street.
- Review access/slip ramp at Cottagewood Terrace for removal or reconstruction.
- Add westbound third lane on Trunk Highway No. 10 from County State Aid Highway No. 51 slip ramp to Trunk Highway No. 47 ramp.

iv. Miscellaneous

- Remove access on westbound Trunk Highway No. 10 at Sunset Road if the intersection at Trunk Highway No. 10 and Pleasantview Drive is signalized.
 - Extend Pleasure Creek culvert and flatten embankment slope.
 - Reconstruct mall entrances on eastbound Trunk Highway No. 10 similar to those on northbound Trunk Highway No. 10 at 7th Street.
 - Replace culvert aprons with safety aprons and grates.
 - Repair and replace guardrail as necessary.
 - Re-grade and pave shoulders.
 - Re-grade and pave entrance slopes as necessary.
- b. The amount shall not include signal cost shares other than for Trunk Highway No. 10. All signal cost shares for intersecting roadways shall come from other sources.
- c. Eligible costs shall not include supplemental agreements or change orders.

Section H. Traffic Signal Responsibilities

After transfer to the County of the Trunk Highway No. 10 roadway described in Section A. of this article, the State has no responsibility for the traffic signals at the Trunk Highway No. 10 intersections with Able Street, Jefferson Street, and University Avenue Northwest. But the State and the County will share joint responsibility for the traffic signals at the Trunk Highway No. 10 intersections with the Trunk Highway No. 47 east and west ramp terminals.

Section I. MaintenancePart 1. Prior to Transfer

From the date of this agreement until the date the jurisdiction of the Trunk Highway No. 10 roadway described in Section A. of this article is transferred to the County, the State shall provide for all maintenance of such roadway and all of the facilities a part thereof, without cost or expense to the County.

Part 2. After Transfer

After the date the jurisdiction of the Trunk Highway No. 10 roadway described in Section A. of this article is transferred to the County, except for the Trunk Highway No. 10 bridge over Trunk Highway No. 65, the County shall provide for all maintenance of such roadway and all of the facilities a part thereof, without cost or expense to the State. The County shall provide for the routine maintenance of the Trunk Highway No. 10 bridge over Trunk Highway No. 65, without cost or expense to the State. Routine maintenance includes, but is not limited to, snow, ice and debris removal, sweeping, and patching.

ARTICLE II - PAYMENT BY THE STATE

As the State's full and complete share of the costs of any construction to be performed on the Trunk Highway No. 10 roadway described in Article I, Section A. of this Agreement including the pavement restoration and related work programmed by the State under State Project No. 0203-80 (T.H. 10=62), the State shall pay to the County a lump sum in the amount of \$2,281,250.00 after the following conditions have been met:

- A. Encumbrance by the State of the State's full and complete lump sum cost share.
- B. Execution and approval of this Agreement and the State's transmittal of same to the County.
- C. Jurisdictional transfer of the Trunk Highway No. 10 roadway described in Article I, Section A. of this Agreement from the State to the County in accordance with Article I, Section E. of this Agreement.
- D. Receipt by the State of a written request from the County for payment of the State's full and complete lump sum cost share.

ARTICLE III - GENERAL PROVISIONS

Section A. Examination of Books, Records, Etc.

As provided by Minnesota Statutes Section 16B.06, subdivision 4, the books, records, documents, and accounting procedures and practices of the State and the County relevant to this agreement are subject to examination by the State and the County, and either the legislative auditor or the State auditor as appropriate.

Section B. Claims

All employees of the State and all other persons employed by the State in the performance of maintenance activities covered under this agreement shall not be considered employees of the County. All claims that arise under the Workers' Compensation Act of the State of Minnesota on behalf of the employees while so engaged and all claims made by any third parties as a consequence of any act or omission on

the part of the employees while so engaged in maintenance activities covered under this agreement shall in no way be the obligation or responsibility of the County.

All employees of the County and all other persons employed by the County in the performance of maintenance activities covered under this agreement shall not be considered employees of the State. All claims that arise under the Workers' Compensation Act of the State of Minnesota on behalf of the employees while so engaged and all claims made by any third parties as a consequence of any act or omission on the part of the employees while so engaged in maintenance activities covered under this agreement shall in no way be the obligation or responsibility of the State.

Section C. Agreement Approval

Before this agreement shall become binding and effective, it shall be approved by a County Board of Commissioners resolution and receive approval of State and County officers as the law may provide in addition to the Commissioner of Transportation or his authorized representative.

ARTICLE IV - AUTHORIZED AGENTS

The State's Authorized Agent for the purpose of the administration of this agreement is Maryanne Kelly-Sonnek, Municipal/Utility Agreements Engineer, or her successor. Her current address and phone number are 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155, (651) 296-0969.

The County's Authorized Agent for the purpose of the administration of this agreement is Jon Olson, County Engineer, or his successor. His current address and phone number are 1440 Bunker Lake Boulevard NW, Andover, MN 55304, (612) 862-4213.

IN TESTIMONY WHEREOF the parties have executed this agreement by their authorized officers.

DEPARTMENT OF TRANSPORTATION

Recommended for approval:

By _____
Division Engineer

By _____
State Aid Engineer

By _____
Assistant Commissioner

Approved:

By _____
Deputy Commissioner of Transportation

Date _____

OFFICE OF THE ATTORNEY GENERAL

Approved as to form and execution:

By _____
Assistant Attorney General

COUNTY OF ANOKA

By _____
Chairman of the Board
Dan Erhart

Date 11/23/99

By _____
County Engineer
Jon Olson

Date 11/1/99

By John Jay McLinden
County Administrator
John "Jay" McLinden

Date 11/23/99

DEPARTMENT OF ADMINISTRATION

By _____

Date _____

State of Minnesota
County of Anoka

This Agreement was acknowledged before me this 23rd day of November, 1999, by Dan Erhart and John "Jay" McLinden, the Chairman of the Board and the County Administrator of the County of Anoka, and they executed this Agreement on behalf of the municipality intending to be bound thereby.

Notary Public [Signature]

My Commission Expires 1-31-2000

NOTARY
STAMP

