



Minnesota Department of Transportation

Transportation Building
395 John Ireland Boulevard
Saint Paul, Minnesota 55155-1899

02-652-02 MNDOT 82812W

RECEIVED

MAR 05 2003

ANOKA COUNTY
HIGHWAY DEPT

March 3, 2003

(651)296-0969
Room 618

Douglas Fischer
Anoka County Engineer
1440 Bunker Lake Blvd. NW
Andover, MN 55304

~~RECEIVED~~ ~~ALB.~~ ~~SP 02-652-01~~
~~ALONZO~~ ~~CSAH 52~~
~~_____~~ ~~AGREEMENTS -~~
~~_____~~ ~~SIGNAL MAINT.~~

RE: Traffic Control Signal
Agreement No. 82812M
County of Anoka and
City of Blaine
S.P. 0280-50
S.P. 90-080-11, 02-652-02, 02-652-03
S.P. 02-652-04 and 106-020-019
F. P. CMA 0202 (242)
TH 35W at CSAH 52 (Radisson Rd.)

ORIGINAL AGREEMENT

Dear Mr. Fischer:

Enclosed is a fully executed copy of the referenced agreement between the State of Minnesota, Department of Transportation and the County of Anoka and the City of Blaine, covering the maintenance and electrical energy for the new traffic control signals with street lights, emergency vehicle pre-emption, signing and interconnect.

Sincerely,

Maryanne Kelly-Sonnek
Maryanne Kelly-Sonnek
Municipal Agreements Engineer

Enc.

MINNESOTA TRANSPORTATION DEPARTMENT
TRAFFIC CONTROL SIGNAL
AGREEMENT NO. 82812M
BETWEEN
THE STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION
AND
THE COUNTY OF ANOKA
AND
THE CITY OF BLAINE
TO

Provide Maintenance and Electrical Energy for the new Traffic Control Signals with Street Lights, Emergency Vehicle Pre-emption, Interconnect and Signing on Trunk Highway No. 35W East Ramps - Naples Street at County State Aid Highway No. 52 (Radisson Road), and on Trunk Highway No. 35W West Ramps at County State Aid Highway No. 52 (Radisson Road) in Blaine, Anoka County, Minnesota.

S.P. 0280-50
S.P. 90-080-11, 02-652-02, 02-652-03, 02-652-04 and 106-020-019
F.P. CMA 0202 (242)

Prepared by Traffic Engineering

ESTIMATED AMOUNT RECEIVABLE

None

AMOUNT ENCUMBERED

None

Otherwise Covered

PARTIES

THIS AGREEMENT is entered into by the Minnesota Department of Transportation, (State), and the County of Anoka, (County), and the City of Blaine, (City).

RECITALS

Minnesota Statutes Section 161.20 authorizes the Commissioner of Transportation to enter into agreements with any governmental authority for the purposes of constructing, maintaining and improving the Trunk Highway system.

The parties desire to install new traffic control signals including street lights, interconnect and signing, (Traffic Control Signal(s)) at the location(s) set out in this Agreement.

The City requests and the State agrees to the installation of Emergency Vehicle Pre-emption Systems, (EVP System(s)), as a part of the new Traffic Control Signal installations.

It is considered in the public's best interest for the County to provide two new cabinets and control equipment, (County-furnished Materials) to operate the new Traffic Control Signals.

It is anticipated that the new Traffic Control Signals and EVP Systems work is eligible for 80 percent Federal-aid Congestion Mitigation Air Quality Funds.

A contract for the construction of all of the facilities contained in the County plans will be advertised, awarded, administered, supervised and directed in accordance with the terms and conditions set forth in an existing "Agency Agreement" between the County and the State. Pursuant to the "Agency Agreement" the State will administer the construction contract and make payments to the Contractor. The "Agency Agreement" also provides for the State to act as agent for the County for the acceptance and the receipt of all Federal funds made available for County projects.

The County, City and the State will participate in the maintenance and operation of the new Traffic Control Signals and EVP Systems.

CONTRACT

1. The County will prepare the necessary plan, specifications and proposal, (Preliminary Engineering). The State will perform all necessary construction inspection, (Engineering and Inspection).

2. The County with its own resources or by contract will install the new Traffic Control Signals and EVP Systems on Trunk Highway No. 35W East Ramps - Naples Street at County State Aid Highway No. 52 (Radisson Road), and on Trunk Highway No. 35W West Ramps at County State Aid Highway No. 52 (Radisson Road) pursuant to the plan and specifications for State Project No. 0280-50, State Project No. 90-080-11, 02-652-02, 02-652-03, 02-652-04 and 106-020-019 and Federal-aid Project No. CMA 0202 (242). The existing "Agency Agreement" provides for payment of all funds for the Traffic Control Signals (including County-furnished Materials) and EVP Systems work stated above.

3. The City will be responsible for the cost and application to secure an adequate power supply to the service pads or poles. Upon completion of this project, the City will thereafter pay all monthly electrical service expenses necessary to operate the Traffic Control Signals and EVP Systems.

4. Upon completion of this project, the responsibility for the new Traffic Control Signals is as follows:

- a) The County will, at its cost and expense: (1) relamp the traffic control signals; and (2) clean and paint the traffic control signals and cabinets;
- b) The City will, at its cost and expense: (1) maintain the luminaires and all its components, including replacement of the luminaire if necessary; (2) relamp

the street lights; and (3) clean and paint the luminaire mast arms extensions; and c) The State will, at its cost and expense, maintain the signing and interconnect and perform all other traffic control signal and street light maintenance, which all is to be performed by the County on a reimbursable basis.

5. The EVP Systems will be installed, operated, maintained, or removed in accordance with the following conditions and requirements:

- a) It shall be the State's responsibility, at its cost and expense, to maintain the EVP Systems which is to be performed by the County on a reimbursable basis.
- b) Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes Section 169.01, Subdivision 5. Authorized emergency vehicles may use emitter units only when responding to an emergency. The City will provide the State's Assistant Division Engineer or his/her designated representative a list of all vehicles with emitter units.
- c) Malfunction of the EVP Systems must be reported to the State immediately.

- d) In the event the EVP Systems or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph b above are violated, and such misuse or violation continues after the City receives written notice from the State, the State may remove the EVP Systems. Upon removal of the EVP Systems pursuant to this Paragraph, all of its parts and components become the property of the County.
- e) All timing of the EVP Systems will be determined by the County's Traffic Engineer.

6. The County will maintain and keep in repair the new Traffic Control Signals and EVP Systems. The County will operate the Traffic Control Signals and EVP Systems, including timing, as specified in Paragraphs 4 and 5. The County will defend and indemnify the State from any claims arising out of the performance or non-performance of the County's obligations under this paragraph. The County's liability is governed by Minnesota Statutes Chapter 466 and other applicable law.

7. The County will invoice the State annually for the actual costs it incurs in maintaining and keeping in good repair the new Traffic Control Signals and EVP Systems, as specified in

Paragraphs 4 and 5 excluding the following: Maintenance of the luminaires and all its components, including replacement of the luminaire if necessary; relamping the new traffic control signals and street lights; and cleaning and painting the new traffic control signals, cabinets, and luminaire mast arm extensions, assigned to the County or City by this Agreement. The invoice must be submitted, in quintuplicate to the State's Office of Maintenance - Electrical Section. The invoice must include a detailed itemization of costs and be signed by a responsible County official, attesting to the validity of the expenses. Subject to State's approval of the expenses and encumbrance of funds, the State will promptly pay the invoice. The invoice, and any supporting documents are subject to audit by proper State officials, for a minimum of six years.

8. All timing of the new Traffic Control Signals will be determined by the County's Traffic Engineer.

9. Each party will be solely responsible for its own acts and omissions, and the results thereof, to the extent authorized by law. The State's liability is governed by the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736. Each party will be solely responsible for its own employees for any Workers Compensation Claims.

10. The State or the County may terminate the terms and conditions covering maintenance and operation contained in Paragraphs 4, 5, 6, 7 and 8, upon providing 30 days notice to the other parties. The County's termination must be accomplished by a resolution of the County Board. The State's termination must be accomplished by a letter from Mn/DOT's Assistant Commissioner. Upon termination, responsibility for the new Traffic Control Signals and EVP Systems will be as follows: a) The County will, at its cost and expense: (1) relamp the new traffic control signals; and (2) clean and paint the new traffic control signals and cabinets; b) The City will, at its cost and expense: (1) maintain the luminaires and all its components, including replacement of the luminaire if necessary; (2) relamp the street lights; and (3) clean and paint the luminaire mast arm extensions; and c) The State will, at its cost and expense, maintain the EVP Systems, signing and interconnect and perform all other traffic control signal and street light maintenance. In addition, all timing of the new Traffic Control Signals and EVP Systems will be determined by the State, and no changes may be made except with the approval of the State.

11. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved

by the same parties who executed and approved the original Agreement, or their successors in office.

12. If the State fails to enforce any provisions of this Agreement, that failure does not waive the provision or its right to enforce it.

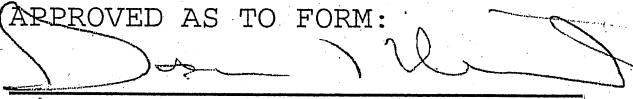
13. This Agreement contains all negotiations and agreements between the parties. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

14. Minnesota law governs this contract. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. This Agreement is effective on the date the State obtains all required signatures under Minnesota Statutes 16C.05, Subdivision 2, and will remain in effect until terminated by written agreement of the parties.

COUNTY OF ANOKA

APPROVED AS TO FORM:

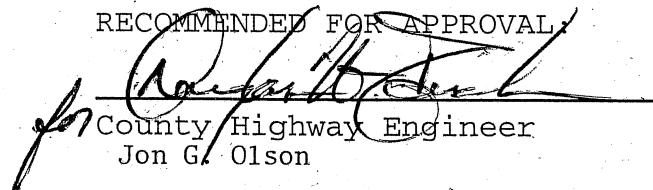

County Attorney, Assistant
Dan Klint


By: _____
Chairperson of the Board
Dan Erhart

Date: 5/14/02

(County Seal)

RECOMMENDED FOR APPROVAL

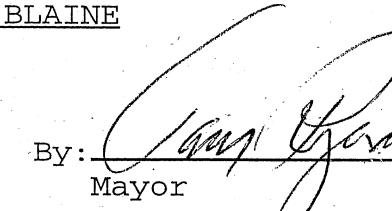

for _____
County Highway Engineer
Jon G. Olson

By: John Jay McLinden
County Administrator
John "Jay" McLinden

Date: 5/14/02

CITY OF BLAINE

APPROVED AS TO FORM:



City Attorney

By: Gary Olson
Mayor

Date: 4/18/02

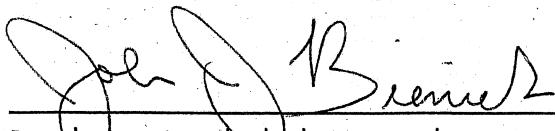
(City Seal)

By: Robert Palmer
City Manager

Date: 4/22/02

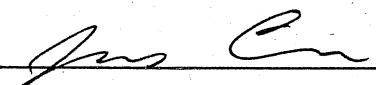
DEPARTMENT OF TRANSPORTATION

RECOMMENDED FOR APPROVAL:

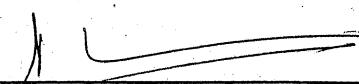

for Assistant Division Engineer

COMMISSIONER OF ADMINISTRATION

As delegated to Materials
Management Division

By: 
Date: 5-29-2002

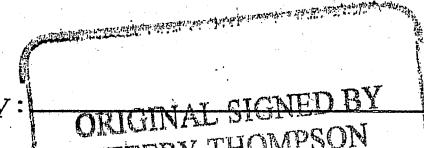
DEPARTMENT OF TRANSPORTATION

By: 
Assistant Commissioner

Date: 5-28-02

ATTORNEY GENERAL

As to form and execution

By: 
ORIGINAL SIGNED BY
JEFFERY THOMPSON
Date: 05/30/02

State of Minnesota
County of Anoka

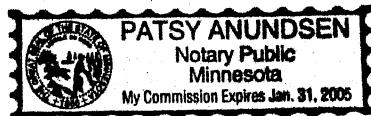
Agreement No. 82812M

This Agreement was acknowledged before me this 14th day of May, 2002, by Dan Erhart and John "Jay" McLinden, the Chairman of the Board of Commissioners, and the County Administrator of the County of Anoka, as they executed this Agreement on behalf of the municipality intending to be bound thereby.

Notary Public

Signature

Date



BOARD OF COUNTY COMMISSIONERS
Anoka County, Minnesota

DATE: April 9, 2002

RESOLUTION #2002-58

OFFERED BY COMMISSIONER: Langfeld

RESOLUTION TO ENTER INTO AGREEMENT NO. 82812M WITH THE
STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION, AND THE
CITY OF BLAINE FOR THE MAINTENANCE AND ELECTRICAL ENERGY
OF TRAFFIC CONTROL SIGNALS
S.P. 02-652-02, 02-652-03, 02-652-04

BE IT RESOLVED that the County of Anoka enter into an agreement with the State of Minnesota, Department of Transportation, for the following purposes, to wit:

To provide maintenance and electrical energy for the new traffic control signals with street lights, emergency vehicle pre-emption, interconnect and signing on Trunk Highway 35W East Ramps - Naples Street at County State Aid Highway No. 52 (Radisson Road), and on Trunk Highway No. 35W Ramps at County State Aid Highway No. 52 (Radisson Road) in accordance with the terms and conditions set forth and contained in Agreement No. 82812M, a copy of which was before the board.

BE IT FURTHER RESOLVED that the chairman of the county board and the county administrator be and are hereby authorized to execute such agreement and any amendments, and thereby assume for and on behalf of the county all of the contractual obligations contained herein.

STATE OF MINNESOTA
COUNTY OF ANOKA) ss

I, John "Jay" McLinden, County Administrator, Anoka County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the County Board of said County with the original record thereof on file in the Administration Office, Anoka County, Minnesota, as stated in the minutes of the proceedings of said Board at a meeting duly held on April 9, 2002, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said Board at said meeting.

Witness my hand and seal this 9th day of April 2002.


JOHN "JAY" McLINDEN
COUNTY ADMINISTRATOR

	YES	NO
DISTRICT #1 - BERG	X	
DISTRICT #2 - LANG	X	
DISTRICT #3 - LANGFELD	X	
DISTRICT #4 - KORDIAK	X	
DISTRICT #5 - McCUALEY	X	
DISTRICT #6 - McCARRON	X	
DISTRICT #7 - ERHART	X	

STATE OF MINNESOTA)
COUNTIES OF ANOKA & RAMSEY)
CITY OF BLAINE)

CERTIFICATE OF CLERK

I, the undersigned, City Clerk of Blaine, Minnesota, hereby certify that the copy of the Resolution attached hereto relating to:

RESOLUTION NO. 02-56

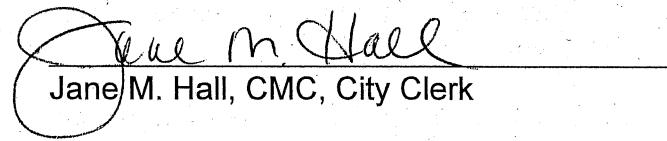
**APPROVE TRAFFIC CONTROL SIGNAL INSTALLATION AGREEMENT NO. 82812M
TRUNK HIGHWAY NO. 35W EAST RAMPS – NAPLES STREET AT COUNTY STATE AID
HIGHWAY NO. 52 (RADISSON ROAD) AND ON TRUNK HIGHWAY NO. 35W WEST
RAMPS AT COUNTY STATE AID HIGHWAY NO. 52 (RADISSON ROAD)**

SP 0280-50

IMPROVEMENT PROJECT NO. 98-16

is a true and correct copy of the original resolution presented to and adopted by the City Council of the City of Blaine at a duly authorized meeting thereof held on April 18, 2002, and on file in my office.

WITNESS my hand this 22nd day of April, 2002.


Jane M. Hall, CMC, City Clerk

Drafted by:



City of Blaine
10801 Town Square Drive NE
Blaine, MN 55449

CITY OF BLAINE

RESOLUTION NO. 02-56

**APPROVE TRAFFIC CONTROL SIGNAL INSTALLATION AGREEMENT NO. 82812M
TRUNK HIGHWAY NO. 35W EAST RAMPS – NAPLES STREET AT COUNTY STATE
AID HIGHWAY NO. 52 (RADISSON ROAD) AND ON TRUNK HIGHWAY NO. 35W
WEST RAMPS AT COUNTY STATE AID HIGHWAY NO. 52 (RADISSON ROAD)**

SP 0280-50

IMPROVEMENT PROJECT NO. 98-16

WHEREAS, the State of Minnesota Department of Transportation, the County of Anoka, and the City of Blaine desire to jointly cause the improvements to the intersection of Trunk Highway No. 35W and Radisson Road/95th Avenue; and

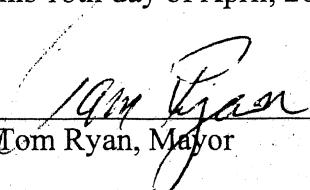
WHEREAS, the State of Minnesota Department of Transportation and the County of Anoka are required to enter into an Agreement with the City to provide a new traffic control signal with street lights, emergency vehicle pre-emption, interconnect, and signing at the intersection of Trunk Highway No. 35W and Radisson Road/95th Avenue in accordance with the conditions set forth and contained in Agreement No. 82812M; and

WHEREAS, Agreement No. 82812M details the responsibilities of the State of Minnesota Department of Transportation and the City of Blaine as to the requirements and obligations for construction and future maintenance.

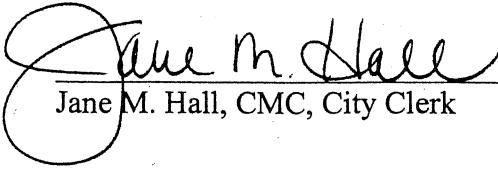
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine as follows:

1. Agreement No. 82812M between the State of Minnesota Department of Transportation, the County of Anoka, and the City of Blaine is hereby approved.
2. The Mayor and Interim City Manager are hereby authorized and directed to execute said agreement.

PASSED by the City Council of the City of Blaine this 18th day of April, 2002.


Tom Ryan, Mayor

ATTEST:


Jane M. Hall, CMC, City Clerk