



## STAFF REPORT

DATE: April 18, 2017

**CONSENT**

ITEM #: 11

**AGENDA ITEM:** CSAH 14 (Stillwater Boulevard) Signal Maintenance Agreements –  
Approve Cooperative Maintenance Agreements with Washington County

**SUBMITTED BY:** Jack Griffin, City Engineer

**REVIEWED BY:** Kristina Handt, City Administrator  
Rob Weldon, Public Works Director  
Chad Isakson, Assistance City Engineer

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**BACKGROUND:** The Minnesota Department of Transportation has turned back the ownership and maintenance responsibility of State Highway 5 within the City of Lake Elmo to Washington County, now known as CSAH 14 (Stillwater Boulevard). Washington County has therefore taken ownership of the traffic signal systems within the City located at the two intersections of Stillwater Boulevard and Lake Elmo Avenue, and the intersection of Stillwater Boulevard and Manning Avenue. In addition, Washington County has also taken ownership of the roundabout intersection within the City located at Stillwater Boulevard and Jamaca Avenue. With the transfer of ownership, Washington County has assumed the maintenance responsibilities at these intersections which were previously borne by MnDOT.

**ISSUE BEFORE COUNCIL:** Should the City Council approve the Cooperative Maintenance Agreements with Washington County to reflect the new roadway ownership for Old Trunk Highway No. 5 and outlining the respective ownership and maintenance responsibilities for these intersections in accordance with the Washington County standard policies?

**PROPOSAL DETAILS/ANALYSIS:** The purpose for the Cooperative Maintenance Agreements are to outline the respective ownership and maintenance responsibilities for the various intersections between the City of Lake Elmo and Washington County. Attached to this report is a summary of the before and after intersection maintenance responsibilities, showing the City's responsibilities under MnDOT ownership and the proposed City responsibilities under County ownership.

**FISCAL IMPACT:** No cost estimates have been developed for the ongoing maintenance and replacement costs for the various improvements. Under the new agreements the maintenance responsibilities for the City of Lake Elmo have been lessened.

**RECOMMENDATION:** Staff is recommending that the City Council approve, *as part of the Consent Agenda*, Resolution No. 2017-038 approving Cooperative Maintenance Agreements No. 9972, No. 9973 and No. 9974 with Washington County for the CSAH 14 (Stillwater Boulevard) Intersections. If removed from the consent agenda, the recommended motion for the action is as follows:

***“Move to approve Resolution No. 2017-038 approving Cooperative Maintenance Agreements No. 9972, No. 9973 and No. 9974 with Washington County for the CSAH 17 (Stillwater Blvd) Intersections”.***

**ATTACHMENTS:**

1. Resolution No. 2017-038 Approving Cooperative Maintenance Agreements No. 9972, No. 9973 and No. 9974 with Washington County.
2. CSAH 14 Intersection Maintenance Responsibilities – 2017.
3. Cooperative Maintenance Agreement No. 9972 for the CSAH 14 & CSAH 15 Traffic Signal.
4. Cooperative Maintenance Agreement No. 9973 for the CSAH 14 & Jamaca Roundabout.
5. Cooperative Maintenance Agreement No. 9974 for the CSAH 14 & CSAH 17 Traffic Signals.

**CITY OF LAKE ELMO  
WASHINGTON COUNTY  
STATE OF MINNESOTA**

**RESOLUTION NO. 2017-038**

**A RESOLUTION APPROVING COOPERATIVE AGREEMENT NO. 9972,  
NO. 9973 AND NO. 9974 WITH WASHINGTON COUNTY FOR THE  
MAINTENANCE OF COUNTY STATE AID HIGHWAY 14  
(STILLWATER BOULEVARD) INTERSECTIONS**

**WHEREAS**, the Minnesota Department of Transportation (MnDOT) has turned back the ownership and maintenance responsibility of State Highway 5 within the City of Lake Elmo to Washington County, now known as County State Aid Highway 14 (Stillwater Boulevard); and

**WHEREAS**, Washington County has therefore taken ownership of the traffic signal systems within the City located at the two intersections of Stillwater Boulevard and Lake Elmo Avenue, and the intersection of Stillwater Boulevard and Manning Avenue, which were previously owned by MnDOT, and with said transfer has assumed certain traffic signal maintenance responsibilities at these intersections which were previously borne by MnDOT; and

**WHEREAS**, Washington County has also taken ownership of the roundabout intersection within the City located at Stillwater Boulevard and Jamaca Avenue; and

**WHEREAS**, the County seeks to improve the consistency of traffic signal and roundabout maintenance responsibilities throughout the County, and;

**WHEREAS**, a cooperative effort between the City and County is the appropriate method to facilitate the maintenance of the traffic signal systems and roundabout; and

**WHEREAS**, this Agreement is made pursuant to statutory authority contained in Minnesota Statute 162.17 sub.1 and Minnesota Statute 471.59.

**NOW, THEREFORE, BE IT RESOLVED,**

1. That Cooperative Maintenance Agreement No. 9972, No. 9973 and No. 9974 between the City of Lake Elmo and Washington County are hereby approved and the Mayor and City Administrator are hereby authorized execute these agreements on behalf of the City of Lake Elmo.

**ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE EIGHTEENTH DAY OF APRIL, 2017.**

**CITY OF LAKE ELMO**

By: \_\_\_\_\_  
Mike Pearson  
Mayor

(Seal)  
ATTEST:

\_\_\_\_\_  
Julie Johnson  
City Clerk

**SUMMARY OF BEFORE-AFTER MAINTENANCE RESPONSIBILITIES**

CSAH 14 at CSAH 15 Signal (Holiday)

	Existing Agreement	Proposed New Agreement
Electrical Grid Connection	<b>City</b>	<b>County</b>
Monthly Electrical Expenses (Signals + Streetlights)	<b>City</b>	<b>County</b>
Maintain Streetlights (Bulbs, photocell, ballast, etc)	County bills City	<b>County</b>
Maintain wiring from Meter to Streetlight Heads	<b>Unspecified</b>	<b>County</b>
Relamp Traffic and Pedestrian Indications	County	County
Cleaning/Painting Signal and Streetlight Support Structure	<b>County</b>	<b>City</b>
Cleaning Controller Cabinet	County	County
Painting Controller Cabinet	County	County
Traffic Signal Interconnection (to adjacent intersections)	County	County
Maintain Signing on the traffic signal system	County	County
Emergency Vehicle Preemption (EVP) System Maintenance	County	County
Emergency Vehicle Preemption (EVP) System Timing	County	County
Emergency Vehicle Preemption (EVP) System Ownership	<b>Unspecified</b>	County
Traffic Signal Timing	County	County
Repair of Control Equipment	County	County
Repair of Physical Damage (e.g. collision with signal pole)	County	County
Gopher State One Call locates	County	County

CSAH 14 at CSAH 17 Signals (Downtown)

	Existing Agreement	Proposed New Agreement
Electrical Grid Connection	N/A	<b>County</b>
Monthly Electrical Expenses (Signals + Streetlights)	N/A	<b>County</b>
Maintain Streetlights (Bulbs, photocell, ballast, etc)	N/A	County
Maintain wiring from Meter to Streetlight Heads	N/A	County
Relamp Traffic and Pedestrian Indications	N/A	County
Cleaning/Painting Signal and Streetlight Support Structure	N/A	<b>City</b>
Cleaning Controller Cabinet	N/A	County
Painting Controller Cabinet	N/A	County
Traffic Signal Interconnection (to adjacent intersections)	N/A	County
Maintain Signing on the traffic signal system	N/A	County
Emergency Vehicle Preemption (EVP) System Maintenance	N/A	County
Emergency Vehicle Preemption (EVP) System Timing	N/A	County
Emergency Vehicle Preemption (EVP) System Ownership	N/A	County
Traffic Signal Timing	N/A	County
Repair of Control Equipment	N/A	County
Repair of Physical Damage (e.g. collision with signal pole)	N/A	County
Gopher State One Call locates	N/A	County

CSAH 14 at CSAH 6 (Roundabout)

	Existing Agreement	Proposed New Agreement
Monthly Electrical Expenses (Streetlights)	City	<b>County</b>
Maintain Streetlights (Bulbs, photocell, ballast, etc)	City	<b>County</b>
Paint Streetlights	City	N/A (not painted)
Repair of Physical Damage to Streetlights (i.e. Collision)	County	County
Maintain wiring from Meter to Streetlight Heads	<b>Unspecified</b>	<b>County</b>
Gopher State One Call locates	<b>Unspecified</b>	<b>County</b>
Road Surface Maintenance	<b>By Location</b>	<b>By Location (Clarified)</b>
Signing and Striping Maintenance	<b>Unspecified</b>	<b>By Location</b>
Trail Maintenance (Mowing and Snow/Ice Control)	City	City
Trail Pavement Repair/Replacement	<b>City</b>	<b>County</b>
Storm Sewer	<b>By Location</b>	<b>By Location (Clarified)</b>
Landscaping	City	City

**COOPERATIVE AGREEMENT BETWEEN  
THE CITY OF LAKE ELMO AND  
THE COUNTY OF WASHINGTON  
FOR MAINTENANCE OF THE TRAFFIC SIGNAL SYSTEM  
AT THE INTERSECTION OF STILLWATER BOULEVARD  
AND MANNING AVENUE NORTH**

WASHINGTON COUNTY	
CONTRACT NO.	9972
DEPT.	PUBLIC WORKS
DIVISION	TRANSPORTATION
TERM	PERPETUAL

**THIS AGREEMENT**, by and between the City of Lake Elmo, a municipal corporation, herein after referred to as the "City", and Washington County, a political subdivision of the State of Minnesota, hereinafter referred to as the "County", shall consist of this agreement and Exhibit A.

**WITNESSETH:**

WHEREAS, the County has recently taken ownership of a traffic signal system within the City located at the intersection of Stillwater Boulevard and Manning Avenue which was previously owned by the Minnesota Department of Transportation, and with said transfer has assumed certain traffic signal maintenance responsibilities at said intersection which were previously borne by the Minnesota Department of Transportation, and;

WHEREAS, the County seeks to improve the consistency of traffic signal maintenance responsibilities throughout the County, and;

WHEREAS, a cooperative effort between the City and County is the appropriate method to facilitate the maintenance of the traffic signal system; and

WHEREAS, this Agreement is made pursuant to statutory authority contained in Minnesota Statute 162.17 sub.1 and Minnesota Statute 471.59.

**NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:**

**A. PURPOSE**

The purpose of this agreement is set forth in the above whereas clauses which are all incorporated by reference as if fully set forth herein.

**B. MAINTENANCE RESPONSIBILITIES**

1. This agreement and all of its provisions shall apply only to the traffic control signal system located on Stillwater Boulevard, formerly known as Minnesota Trunk Highway No. 5 and now designated west of this intersection as County State Aid Highway No. 14 and north of this intersection as CSAH No. 15, at its intersection with Manning Avenue, designated south of this intersection as CSAH No. 14 and CSAH No. 15, said intersection being located approximately 1000 feet north and 460 feet west of the southeast corner of Section 12 of Township 29 North, Range 21 West, as shown in Exhibit A.
2. This agreement shall not apply to the planned future traffic signal at the intersection of Manning Avenue with 40<sup>th</sup> Street North, though the County and City shall enter into a new maintenance agreement for said planned signal system.
3. This agreement shall supersede any and all prior agreements related to the maintenance of the traffic control signal system at the intersection of Stillwater Boulevard and Manning Avenue North.

4. The County shall, at its sole cost and expense, pay all monthly electrical service expenses necessary to operate the traffic control signal system including all cabinet and control equipment and integral streetlights, and including the cost of establishing and perpetuating a connection to the electrical service grid and subsequent ongoing electrical service expenses.
5. The County shall, at its sole cost and expense, maintain and keep in repair the integral luminaires (overhead street lights) and all their components, including replacement of the existing luminaires if necessary, and shall maintain and keep in repair the electrical connection to the luminaire heads.
6. The County owns the traffic control signal system and all of its components and shall, at its sole cost and expense, operate, maintain and keep in repair the traffic control signal system including but not limited to the relamping of vehicular and pedestrian traffic signal indications, cleaning and maintenance of the control cabinet, maintenance of the Emergency Vehicle Preemption (EVP) system, attached signage, traffic signal interconnection and master controller, and repair of any and all physical damage, except as set forth in the following section.
7. The County considers paint to be an aesthetic component of the traffic signal system. Therefore the City shall, at its sole cost and expense, clean and paint the traffic control signal system and integral streetlights at the sole cost and expense of the City, having first obtained a permit from the County which may place conditions on activities within the right-of-way. Alternatively, the City may, at its discretion, request in writing that the County paint the traffic control signal system and integral streetlights at the sole cost and expense of the City.
8. The County shall, at its sole cost and expense, be responsible for identification and location of the underground components of the traffic control signal system as required by the Gopher State One Call system.
9. Any EVP equipment currently installed on the signal covered by this agreement, including optical detectors, control electronics, and confirmation lights shall become the property of Washington County if not already so established, with no direct compensation made to the City for said transfer.
10. The City shall not revise by addition or deletion, nor alter or adjust any component, part, sequence, or timing of the aforesaid traffic control signal system or EVP systems; however nothing herein shall be construed as restraint of prompt, prudent action by properly constituted authorities in situations where part of such traffic control signal systems may be directly involved in an emergency.
11. The EVP systems provided for in this agreement shall be installed, operated, maintained, upgraded, or removed in accordance with the following conditions and requirements:
  - a. Emitter units may be installed and used only on vehicles responding to an emergency as defined in Minnesota Statutes Sections 169.011, subd. 3 and 169.03. The City will, provide the County Engineer or his duly appointed representative a list of all such vehicles with emitter units upon request.
  - b. Malfunctions of the EVP systems shall be reported to the County immediately.
  - c. Only in the event said EVP systems or components are, in the opinion of the County, being misused or the terms set forth herein are violated, and such misuse or violation continues after receipt by the City of written notice thereof from the County, the County may remove, modify, restrict, or deactivate the EVP systems. Upon removal of the EVP systems pursuant to this paragraph, the field wiring, cabinet wiring, detector receivers, infrared detector heads, and indicator lamps and all other components shall become the property of the County.
  - d. All timing of said EVP systems shall be determined by the County.

## **C. CIVIL RIGHTS AND NON-DISCRIMINATION**

The provisions of Minn. Stat. 181.59 and of any applicable ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set further herein, and shall be part of any Agreement entered into by the parties with any contractor subcontractor, or material suppliers.

## **D. WORKERS COMPENSATION**

It is hereby understood and agreed that any and all employees of the County and all other persons employed by the County in the performance of construction and/or construction engineering work or services required or provided for under this agreement shall not be considered employees of the City and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said County employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the City.

## **E. INDEMNIFICATION**

1. The City agrees that it will defend, indemnify and hold harmless the County against any and all liability, loss, damages, costs and expenses which the County may hereafter sustain, incur or be required to pay by reason of any negligent act by the City, its agents, officers or employees during the performance of this agreement.
2. The County agrees that it will defend, indemnify and hold harmless the City against any and all liability, loss, damages, costs and expenses which the City may hereafter sustain, incur or be required to pay by reason of any negligent act by the County, its agents, officers or employees during the performance of this agreement.
3. To the fullest extent permitted by law, actions by the parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(b). The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties as provided for in Section 471.59, subd. 1a.
4. Each party's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law. The parties agree that liability under this Agreement is controlled by Minnesota Statute 471.59, subdivision 1a and that the total liability for the parties shall not exceed the limits on governmental liability for a single unit of government as specified in 466.04, subdivision 1(a).

## **G. DATA PRIVACY**

All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy.

## **F. CONDITIONS**

The City shall not assess or otherwise recover any portion of its cost for this project through levy on County-owned property.

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

**WASHINGTON COUNTY**

**CITY OF LAKE ELMO**

\_\_\_\_\_  
Chair Date  
Board of Commissioners

\_\_\_\_\_  
Mayor Date

\_\_\_\_\_  
Molly O'Rourke Date  
County Administrator

\_\_\_\_\_  
City Administrator Date

Approved as to form:

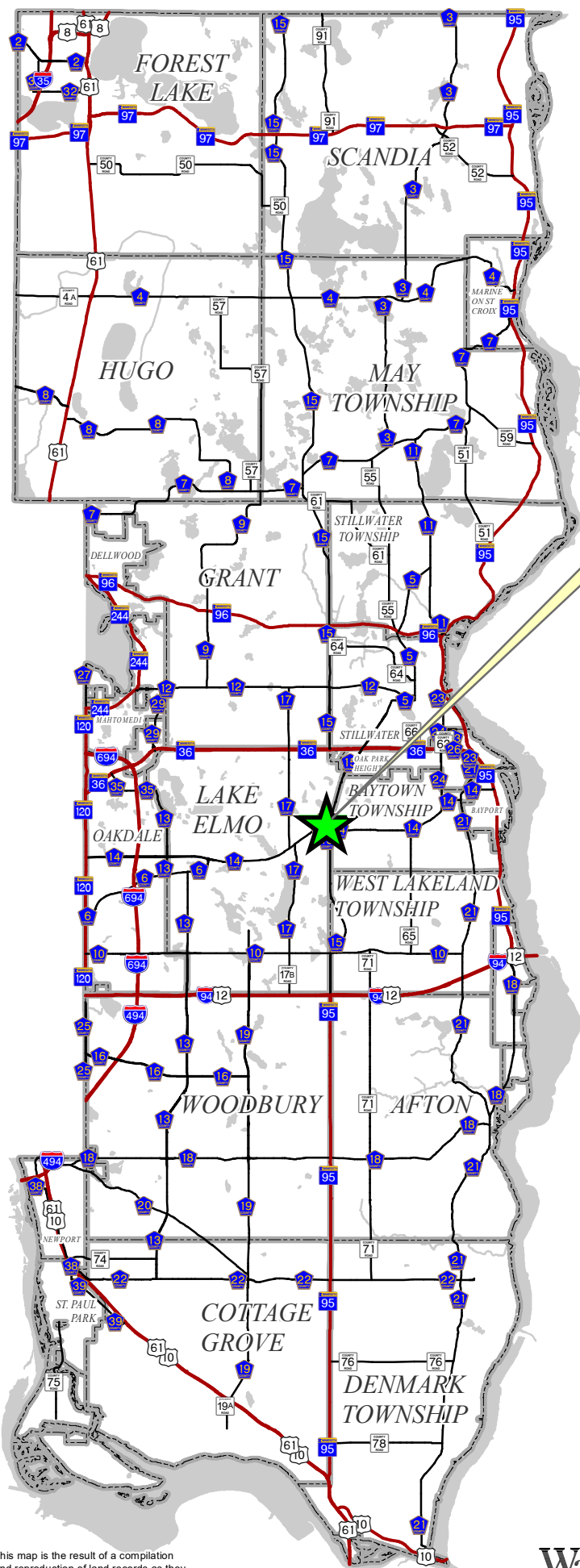
Approved as to form:

\_\_\_\_\_  
Assistant County Attorney Date

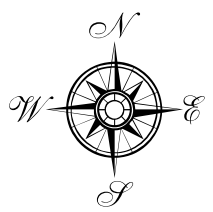
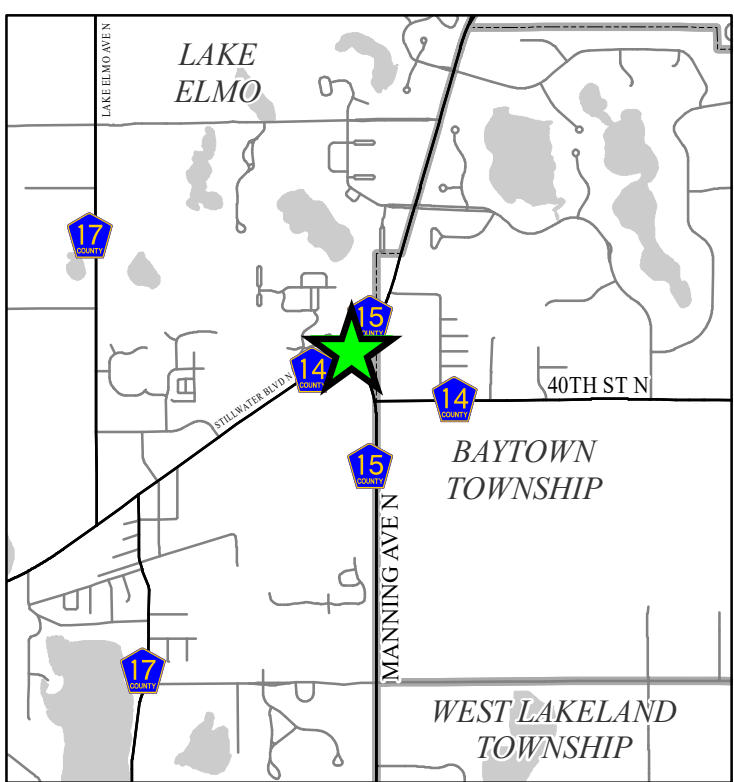
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City Attorney Date



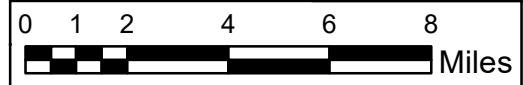
# Exhibit A



**CSAH 15 (Manning Ave N) & CSAH 14 (Stillwater Blvd N)  
Signal/Lighting Maintenance**



Scale 1:240,000



This map is the result of a compilation and reproduction of land records as they appear in various Washington County offices. This map should be used for reference purposes only. Washington County is not responsible for any inaccuracies.



**COOPERATIVE AGREEMENT BETWEEN  
THE CITY OF LAKE ELMO AND  
THE COUNTY OF WASHINGTON  
FOR MAINTENANCE OF A ROUNDABOUT  
AT THE INTERSECTION OF 34TH STREET NORTH  
AND JAMACA AVE NORTH**

WASHINGTON COUNTY	
CONTRACT NO.	9973
DEPT.	PUBLIC WORKS
DIVISION	TRANSPORTATION
TERM	PERPETUAL

**THIS AGREEMENT**, by and between the City of Lake Elmo, a municipal corporation, herein after referred to as the "City", and Washington County, a political subdivision of the State of Minnesota, hereinafter referred to as the "County", shall consist of this agreement and Exhibits A and B.

**WITNESSETH:**

WHEREAS, the County has recently taken ownership of a roundabout intersection within the City, located at the intersection of 34th Street North and Jamaca Avenue North which was previously owned by the Minnesota Department of Transportation, and with said transfer has assumed certain maintenance responsibilities at said intersection which were previously borne by the Minnesota Department of Transportation, and;

WHEREAS, the County seeks to improve the consistency roundabout maintenance responsibilities throughout the County, and;

WHEREAS, a cooperative effort between the City and County is the appropriate method to facilitate the maintenance of the roundabout intersection; and

WHEREAS, this Agreement is made pursuant to statutory authority contained in Minnesota Statute 162.17 sub.1 and Minnesota Statute 471.59.

**NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:**

**A. PURPOSE**

The purpose of this agreement is set forth in the above whereas clauses which are all incorporated by reference as if fully set forth herein.

**B. MAINTENANCE RESPONSIBILITIES**

1. This agreement shall apply only to roundabout intersection located at the intersection of 34<sup>th</sup> Street North and Jamaca Avenue in the City of Lake Elmo, said intersection being located approximately 1670 feet north of the southwest corner of Section 15 of Township 29 North, Range 21 West, as shown in Exhibit A.
2. This agreement shall supersede any and all prior agreements between the City and the County related to the maintenance of the roundabout at the intersection of Jamaca Avenue North and 34<sup>th</sup> Street North.
3. The County shall, at its sole cost and expense, maintain all signing, pavement markings, and roadway pavement, curbs, and medians at the intersection including the adjacent pedestrian crosswalks, except that the City shall, at its sole cost and expense, maintain all signing, pavement markings, and roadway pavement north of the pedestrian crosswalks on Jamaca Avenue North.
4. The County shall, at its sole cost and expense, provide for the minor maintenance of the overhead street lights constructed as part of the roundabout construction project and all their components, including cleaning and relamping the luminaires, and shall pay all monthly

electrical service expenses necessary to operate the overhead street lights. The County shall be the owner of the overhead street lights constructed as part of the roundabout construction project and all their components, and shall, at its sole cost and expense, keep in repair the electrical wiring from the electrical meter to the luminaire heads and provide replacement of the overhead street light support structures if necessary, and shall provide Gopher State One Call System locates for the street lighting underground components.

5. The City shall, at its sole cost and expense, maintain and keep in repair all roundabout landscaping features within the circular central island, except that the County may, at its option and sole discretion, mow the central island to maintain roadway safety in the event that the landscaping becomes neglected by the City to such a degree that vegetation growth creates becomes a safety concern.
6. The County shall, at its sole cost and expense, provide for the proper maintenance of the roundabout central island truck apron and all roadway travel lanes and all facilities a part thereof, including but not limited to snow, ice, and debris removal, resurfacing and seal coating, and any other maintenance activities necessary to perpetuate the roadways in a safe and usable condition, except that the City shall at the City's sole cost and expense, provide all such maintenance for Jamaca Avenue North located north of the westbound vehicular travel lane through the roundabout intersection.
7. The County shall own and maintain all storm sewer trunk lines and catch basins and leads constructed as part of the roundabout project construction, to the approximate county right-of-way boundary including catch basin No. 5508, and also to but not including catch basin No. 5311, as shown in the roundabout project plans dated April 10<sup>th</sup>, 2010, Sheet 100 of which is attached hereto as Exhibit A. The City shall own and maintain laterals and drains constructed under this project which service property outside the County road right of way, to and including catch basin No. 5311, and also to but not including catch basin No. 5508, including drains servicing ponding easements, as shown in the roundabout project plans dated April 10<sup>th</sup>, 2010, Sheet 100 of which is attached hereto as Exhibit B. Furthermore, the City shall own and maintain all storm water storage/treatment ponds constructed under this project, as revised in final design.
8. The City shall, at its sole cost and expense, maintain and keep in repair all adjacent trails sidewalks installed as a part of the roundabout project construction, including those along 34<sup>th</sup> Street, Stillwater Boulevard, and Jamaca Avenue, including but not limited to pavement maintenance, mowing, winter snow and ice control, and any other maintenance activities necessary to perpetuate the walkways in a safe and usable condition, except that the County shall be responsible for trail pavement replacement within County highway right-of-way at such time when full replacement of such pavement becomes necessary in order to perpetuate the walkways in a safe and usable condition.

#### **C. CIVIL RIGHTS AND NON-DISCRIMINATION**

The provisions of Minn. Stat. 181.59 and of any applicable ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set further herein, and shall be part of any Agreement entered into by the parties with any contractor subcontractor, or material suppliers.

#### **D. WORKERS COMPENSATION**

It is hereby understood and agreed that any and all employees of the County and all other persons employed by the County in the performance of construction and/or construction engineering work or services required or provided for under this agreement shall not be considered employees of the City and that any and all claims that may or might arise under the Worker's Compensation Act of

the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said County employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the City.

#### **E. INDEMNIFICATION**

1. The City agrees that it will defend, indemnify and hold harmless the County against any and all liability, loss, damages, costs and expenses which the County may hereafter sustain, incur or be required to pay by reason of any negligent act by the City, its agents, officers or employees during the performance of this agreement.
2. The County agrees that it will defend, indemnify and hold harmless the City against any and all liability, loss, damages, costs and expenses which the City may hereafter sustain, incur or be required to pay by reason of any negligent act by the County, its agents, officers or employees during the performance of this agreement.
3. To the fullest extent permitted by law, actions by the parties to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the parties that they shall be deemed a “single governmental unit” for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(b). The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties as provided for in Section 471.59, subd. 1a.
4. Each party’s liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law. The parties agree that liability under this Agreement is controlled by Minnesota Statute 471.59, subdivision 1a and that the total liability for the parties shall not exceed the limits on governmental liability for a single unit of government as specified in 466.04, subdivision 1(a).

#### **G. DATA PRIVACY**

All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy.

#### **F. CONDITIONS**

The City shall not assess or otherwise recover any portion of its cost for this project through levy on County-owned property.

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

**WASHINGTON COUNTY**

**CITY OF LAKE ELMO**

\_\_\_\_\_  
Chair Date  
Board of Commissioners

\_\_\_\_\_  
Mayor Date

\_\_\_\_\_  
Molly O'Rourke Date  
County Administrator

\_\_\_\_\_  
City Administrator Date

Approved as to form:

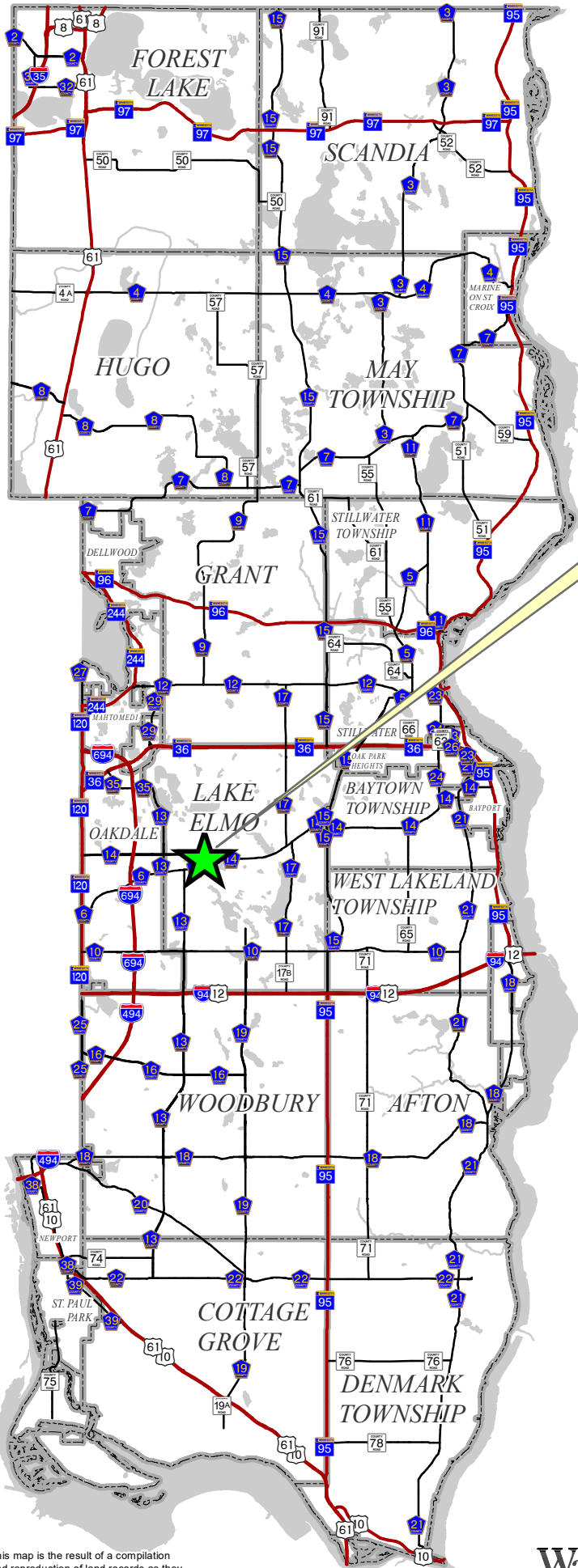
Approved as to form:

\_\_\_\_\_  
Assistant County Attorney Date

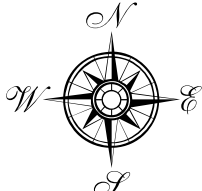
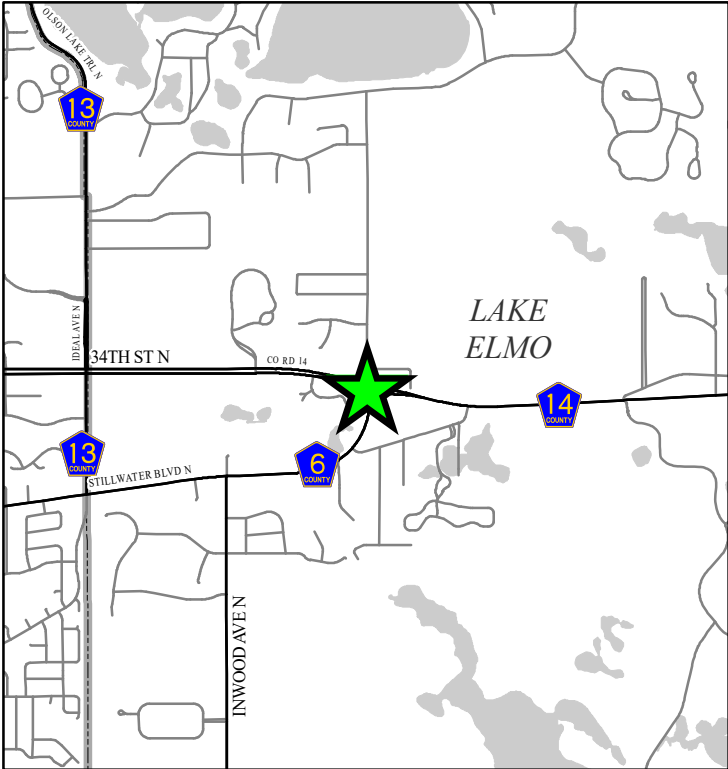
\_\_\_\_\_  
City Attorney Date

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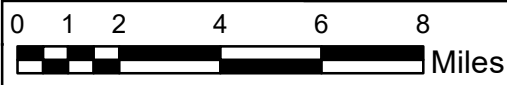
# Exhibit A



**CSAH 14 (Stillwater Blvd N) & CSAH 6 (Stillwater Blvd N)  
Roundabout Maintenance**



Scale 1:240,000



This map is the result of a compilation and reproduction of land records as they appear in various Washington County offices. This map should be used for reference purposes only. Washington County is not responsible for any inaccuracies.







**COOPERATIVE AGREEMENT BETWEEN THE CITY OF LAKE ELMO AND THE COUNTY OF WASHINGTON FOR MAINTENANCE OF TRAFFIC SIGNAL SYSTEMS AT THE TWO INTERSECTIONS OF COUNTY STATE AID HIGHWAY NO. 14 (STILLWATER BLVD) AND COUNTY STATE AID HIGHWAY NO. 17 (LAKE ELMO AVE)**

WASHINGTON COUNTY	
CONTRACT NO.	9974
DEPT.	PUBLIC WORKS
DIVISION	TRANSPORTATION
TERM	PERPETUAL

**THIS AGREEMENT**, by and between the City of Lake Elmo, a municipal corporation, herein after referred to as the "City", and Washington County, a political subdivision of the State of Minnesota, hereinafter referred to as the "County", shall consist of this agreement and Exhibit A.

**WITNESSETH:**

WHEREAS, the County has recently taken ownership of traffic signal systems within the City located at the two intersections of Stillwater Boulevard and Lake Elmo Avenue which were previously owned by the Minnesota Department of Transportation, and with said transfer has assumed certain traffic signal maintenance responsibilities at said intersections which were previously borne by the Minnesota Department of Transportation, and;

WHEREAS, the County seeks to improve the consistency of traffic signal maintenance responsibilities throughout the County, and;

WHEREAS, a cooperative effort between the City and County is the appropriate method to facilitate the maintenance of the traffic signal system; and

WHEREAS, this Agreement is made pursuant to statutory authority contained in Minnesota Statute 162.17 sub.1 and Minnesota Statute 471.59.

**NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:**

**A. PURPOSE**

The purpose of this agreement is set forth in the above whereas clauses which are all incorporated by reference as if fully set forth herein.

**B. MAINTENANCE RESPONSIBILITIES**

1. This agreement and all of its provisions shall apply only to the traffic control signal systems located on County State Aid Highway (CSAH) No. 14, also known as Stillwater Boulevard and formerly known as Minnesota Trunk Highway No. 5, at its two intersections with CSAH No. 17 (Lake Elmo Avenue) within the City of Lake Elmo, as shown in Exhibit A.
2. This agreement shall supersede any and all prior agreements related to the maintenance of the traffic control signal systems at the intersections of CSAH 14 and CSAH 17.
3. The County shall, at its sole cost and expense, pay all monthly electrical service expenses necessary to operate the traffic control signal systems including all cabinet and control equipment and integral streetlights, and including the cost of establishing and perpetuating a connection to the electrical service and subsequent ongoing electrical service expenses.
1. The County shall, at its sole cost and expense, maintain and keep in repair the integral luminaires (overhead street lights) and all their components, including replacement of the existing luminaires if necessary, and shall maintain and keep in repair the electrical connection to the luminaire heads.



2. The County owns the traffic control signals and all of their components and shall, at its sole cost and expense, operate, maintain and keep in repair the traffic control signal systems including but not limited to the relamping of vehicular and pedestrian traffic signal indications, cleaning and maintenance of the control cabinets, maintenance of the Emergency Vehicle Preemption (EVP) systems, attached signage, traffic signal interconnection and master controller, and repair of any and all physical damage, except as set forth in the following section.
3. The County considers paint to be an aesthetic component of the traffic signal systems. Therefore the City shall, at its sole cost and expense, clean and paint the traffic control signal systems and integral streetlights at the sole cost and expense of the City, having first obtained a permit from the County which may place conditions on activities within the right-of-way. Alternatively, the City may, at its discretion, request in writing that the County paint the traffic control signal systems and integral streetlights at the sole cost and expense of the City.
4. The County shall, at its sole cost and expense, be responsible for identification and location of the underground components of the traffic control signal system as required by the Gopher State One Call system.
5. Any EVP equipment currently installed on the signal covered by this agreement, including optical detectors, control electronics, and confirmation lights shall remain the property of Washington County.
6. The City shall not revise by addition or deletion, nor alter or adjust any component, part, sequence, or timing of the aforesaid traffic control signal system or EVP systems; however nothing herein shall be construed as restraint of prompt, prudent action by properly constituted authorities in situations where part of such traffic control signal systems may be directly involved in an emergency.
7. The EVP systems provided for in this agreement shall be installed, operated, maintained, upgraded, or removed in accordance with the following conditions and requirements:
  - a. Emitter units may be installed and used only on vehicles responding to an emergency as defined in Minnesota Statutes Sections 169.011, subd. 3 and 169.03. The City will, provide the County Engineer or his duly appointed representative a list of all such vehicles with emitter units upon request.
  - b. Malfunctions of the EVP systems shall be reported to the County immediately.
  - c. Only in the event said EVP systems or components are, in the opinion of the County, being misused or the terms set forth herein are violated, and such misuse or violation continues after receipt by the City of written notice thereof from the County, the County may remove, modify, restrict, or deactivate the EVP systems. Upon removal of the EVP systems pursuant to this paragraph, the field wiring, cabinet wiring, detector receivers, infrared detector heads, and indicator lamps and all other components shall become the property of the County.
  - d. All timing of said EVP systems shall be determined by the County.

### **C. CIVIL RIGHTS AND NON-DISCRIMINATION**

The provisions of Minn. Stat. 181.59 and of any applicable ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set further herein, and shall be part of any Agreement entered into by the parties with any contractor subcontractor, or material suppliers.

#### **D. WORKERS COMPENSATION**

It is hereby understood and agreed that any and all employees of the County and all other persons employed by the County in the performance of construction and/or construction engineering work or services required or provided for under this agreement shall not be considered employees of the City and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said County employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the City.

#### **E. INDEMNIFICATION**

1. The City agrees that it will defend, indemnify and hold harmless the County against any and all liability, loss, damages, costs and expenses which the County may hereafter sustain, incur or be required to pay by reason of any negligent act by the City, its agents, officers or employees during the performance of this agreement.
2. The County agrees that it will defend, indemnify and hold harmless the City against any and all liability, loss, damages, costs and expenses which the City may hereafter sustain, incur or be required to pay by reason of any negligent act by the County, its agents, officers or employees during the performance of this agreement.
3. To the fullest extent permitted by law, actions by the parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(b). The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties as provided for in Section 471.59, subd. 1a.
4. Each party's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law. The parties agree that liability under this Agreement is controlled by Minnesota Statute 471.59, subdivision 1a and that the total liability for the parties shall not exceed the limits on governmental liability for a single unit of government as specified in 466.04, subdivision 1(a).

#### **G. DATA PRIVACY**

All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy.

#### **F. CONDITIONS**

The City shall not assess or otherwise recover any portion of its cost for this project through levy on County-owned property.

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

**WASHINGTON COUNTY**

**CITY OF LAKE ELMO**

\_\_\_\_\_  
Chair Date  
Board of Commissioners

\_\_\_\_\_  
Mayor Date

\_\_\_\_\_  
Molly O'Rourke Date  
County Administrator

\_\_\_\_\_  
City Administrator Date

Approved as to form:

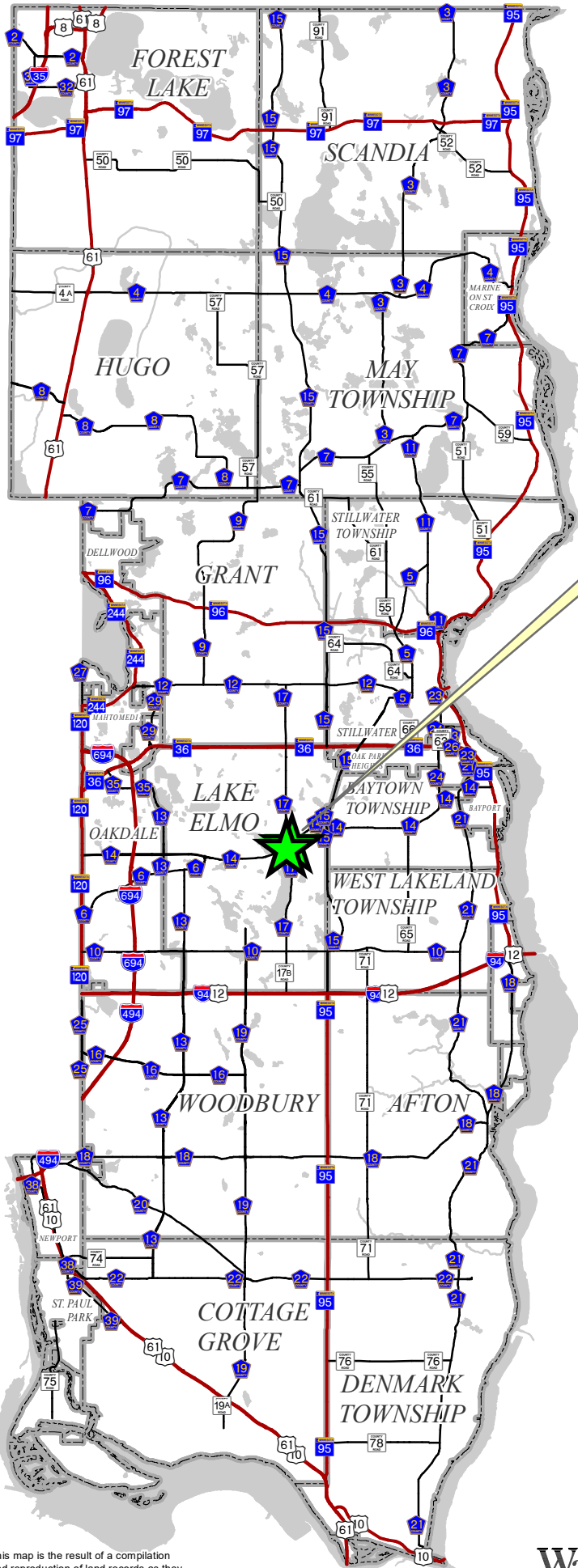
Approved as to form:

\_\_\_\_\_  
Assistant County Attorney Date

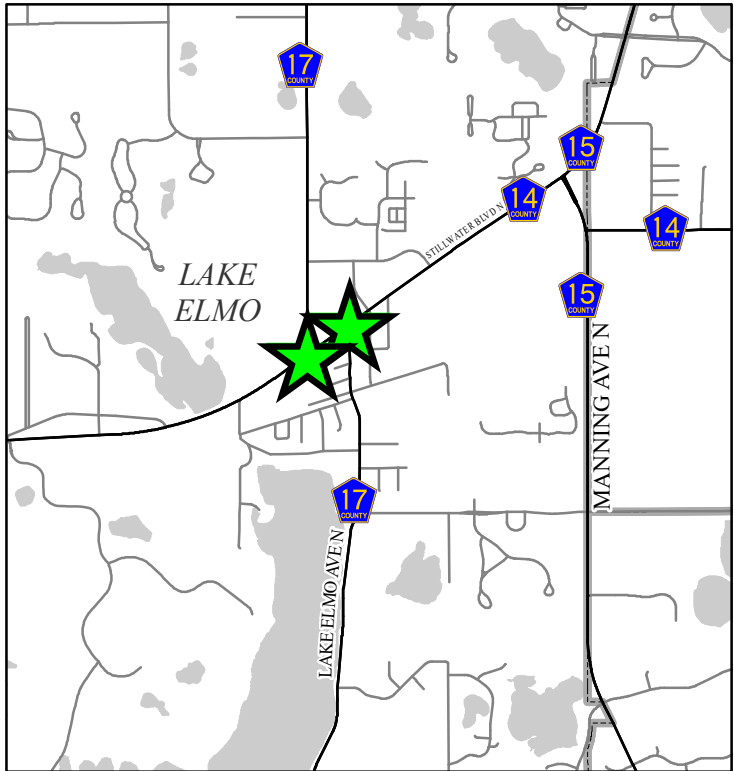
\_\_\_\_\_  
City Attorney Date

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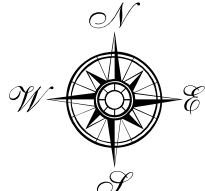
# Exhibit A



**CSAH 17 (Lake Elmo Ave N) & CSAH 14 (Stillwater Blvd N)  
Signal/Lighting Maintenance**



This map is the result of a compilation and reproduction of land records as they appear in various Washington County offices. This map should be used for reference purposes only. Washington County is not responsible for any inaccuracies.



Scale 1:240,000

