



## STAFF REPORT

DATE: May 1, 2018

**CONSENT**

ITEM #: 7

**AGENDA ITEM:** Manning Avenue North (CSAH15) and Stillwater Way Traffic Signal – Resolution Approving Cooperative Maintenance Agreement

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

**REVIEWED BY:** Kristina Handt, City Administrator  
Rob Weldon, Public Works Director

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**ISSUE BEFORE COUNCIL:** Should the City Council approve the Cooperative Maintenance Agreement with Washington County for the Manning Avenue North (CSAH15) and Stillwater Way Traffic Signal Improvements?

**BACKGROUND, PROPOSAL DETAILS/ANALYSIS:** As part of Washington County’s Capital Improvement Program, the County intends to reconstruct and realign County State Aid Highway 15 (Manning Avenue) and County State Aid Highway 14 (Stillwater Boulevard) located in the City of Lake Elmo and Baytown Township, including the installation of a new steel-pole traffic signal at the intersection of Manning Avenue North (CSAH 15) and Stillwater Way North. The purpose for the Cooperative Maintenance Agreement is to outline the respective ownership and maintenance responsibilities for the intersection improvements which includes one leg of a City owned street. The agreement is a three-party agreement between Washington County, Lake Elmo and Baytown Township.

Consistent with other traffic signal maintenance agreements with Washington County, the County will own, operate and maintain the traffic control systems and all its components including the re-lamping of vehicular and pedestrian 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 responsibility for repair of any physical damage.

The City will pay all monthly electrical service expenses necessary to operate the traffic control signal system including all cabinet and control equipment and integral street lights and including the cost for maintaining an ongoing electrical service connection. The County maintains and keeps 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. The County shall also, at its sole cost and expense, be responsible for identification and location of the underground components of the traffic control signal systems as required by the Gopher State One Call system.

**FISCAL IMPACT:** Ongoing traffic signal and street light operational electrical service costs.

**RECOMMENDATION:** Staff is recommending that the City Council approve, *as part of the consent agenda*, the Cooperative Maintenance Agreement with Washington County for the Manning Avenue North (CSAH15) and Stillwater Way Traffic Signal Improvements. If removed from the consent agenda, the recommended motion for the action is as follows:

***“Move to approve Resolution No. 2018-046 approving Cooperative Maintenance Agreement 11696 for the Manning Avenue North (CSAH15) and Stillwater Way Traffic Signal Improvements.”***

**ATTACHMENTS:**

1. Resolution Approving Cooperative Maintenance Agreement 11696.
2. Cooperative Maintenance Agreement 11696.

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

**RESOLUTION NO. 2018-046  
A RESOLUTION APPROVING COOPERATIVE MAINTENANCE  
AGREEMENT WITH WASHINGTON COUNTY FOR STATE AID  
HIGHWAY 15 (CSAH15) & STILLWATER WAY**

**WHEREAS**, it has been determined to install a new steel-pole traffic signal at the intersection of CSAH 15 (Stillwater Boulevard) with Stillwater Way North in conjunction with a planned roadway construction project, and;

**WHEREAS**, a cooperative effort between the Township, City and County is the appropriate method to facilitate the maintenance of these transportation improvements; 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 11696 between the City of Lake Elmo and Washington County is hereby approved and the Mayor and City Administrator are hereby authorized to execute the agreement on behalf of the City of Lake Elmo.

**ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE FIRST DAY OF MAY 2018.**

**CITY OF LAKE ELMO**

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

(Seal)  
ATTEST:

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

**COOPERATIVE AGREEMENT BETWEEN  
THE TOWNSHIP OF BAYTOWN, THE CITY OF LAKE ELMO,  
AND THE COUNTY OF WASHINGTON  
FOR MAINTENANCE OF THE TRAFFIC SIGNAL SYSTEM  
AT THE INTERSECTION OF COUNTY STATE AID  
HIGHWAY (CSAH) 15 (STILLWATER BOULEVARD)  
AND STILLWATER WAY NORTH**

WASHINGTON COUNTY	
CONTRACT NO.	11696
DEPT.	PUBLIC WORKS
DIVISION	TRANSPORTATION
TERM	SIGNATURE-PERPETUAL

**THIS AGREEMENT**, by and between the Township of Baytown, a municipal corporation, hereinafter referred to as the "Township", 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**, it has been determined to install a new steel-pole traffic signal at the intersection of CSAH 15 (Stillwater Boulevard) with Stillwater Way North in conjunction with a planned roadway construction project, and;

**WHEREAS**, a cooperative effort between the Township, City and County is the appropriate method to facilitate the maintenance of these transportation improvements; and

**WHEREAS**, this Agreement is made pursuant to statutory authority contained in 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 CSAH 15 (Stillwater Boulevard) at Stillwater Way North, said intersection being located approximately 1350 feet north of, and 60 feet east of, the southeast corner of Section 12 of Township 29 North, Range 21 West, as shown in Exhibit B as Signal System B.
2. The County shall own 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 sections.
3. The City shall, at its sole cost and expense, pay all monthly electrical service expenses necessary to operate the traffic control signal system including all monthly electrical service expenses to operate the cabinet and control equipment and integral streetlights, and including the cost of ongoing electrical service expenses after the initial service connection expenditures are made by the County. The County shall receive and pay the electrical service invoices as received from the electric utility provider, and shall in turn invoice the City for all such costs on a yearly basis. The City shall pay all such invoices to the County within 30 days.

4. The County shall, at the sole cost and expense of the City, 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.
5. The County considers paint to be an aesthetic component of the traffic signal system. Therefore, if the Township and City mutually desire to paint the system, the Township or City shall, at its sole cost and expense, clean and paint the traffic control signal system and integral streetlights an agreed-upon color at the sole cost and expense of the Township or City, having first obtained a permit from the County which may place conditions on activities within the right-of-way. Alternatively, the Township or City may, at their discretion, request in writing that the County paint the traffic control signal system and integral streetlights at the sole cost and expense of the Township or City.
6. 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.
7. In the event that the County receives an access permit application for construction of an eastern vehicular leg at this intersection, the County will not approve such a permit without a cooperative effort between the City, County, and Township to facilitate changes to electrical and maintenance responsibilities covered under this agreement.
8. The Township or 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 system; 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 system may be directly involved in an emergency.
9. The EVP system 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 Township and 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 system shall be reported to the County immediately.
  - c. Only in the event said EVP system 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 Township or City of written notice thereof from the County, the County may remove, modify, restrict, or deactivate the EVP system. Upon removal of the EVP system 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 system 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 Township or 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 Township or the City.

#### **E. INDEMNIFICATION**

1. The Township and the City agrees that they 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 Township or 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 Township and the City against any and all liability, loss, damages, costs and expenses which the Township or 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).

#### **F. CONDITIONS**

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

#### **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.

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

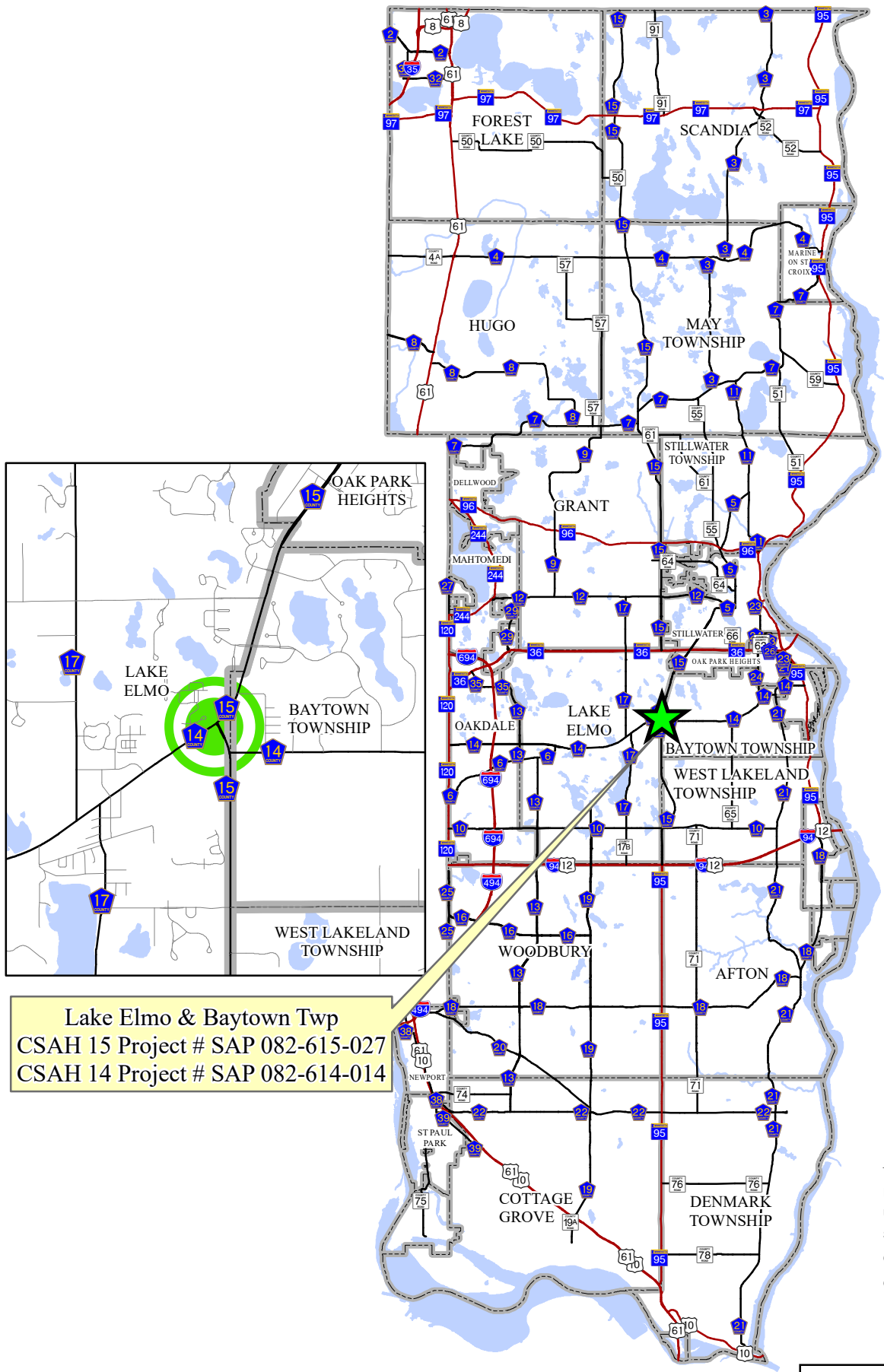
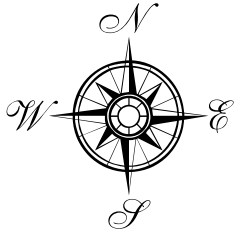
**TOWNSHIP OF BAYTOWN**

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Clerk Date

Approved as to form:

\_\_\_\_\_  
Township Attorney Date



Lake Elmo & Baytown Twp  
CSAH 15 Project # SAP 082-615-027  
CSAH 14 Project # SAP 082-614-014

Road Classification

- INTERSTATE HIGHWAY .....
- U.S. TRUNK HIGHWAY .....
- STATE TRUNK HIGHWAY .....
- COUNTY STATE AID HIGHWAY .....
- COUNTY ROAD .....

Scale 1:260,000

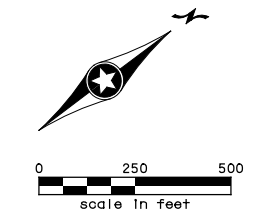
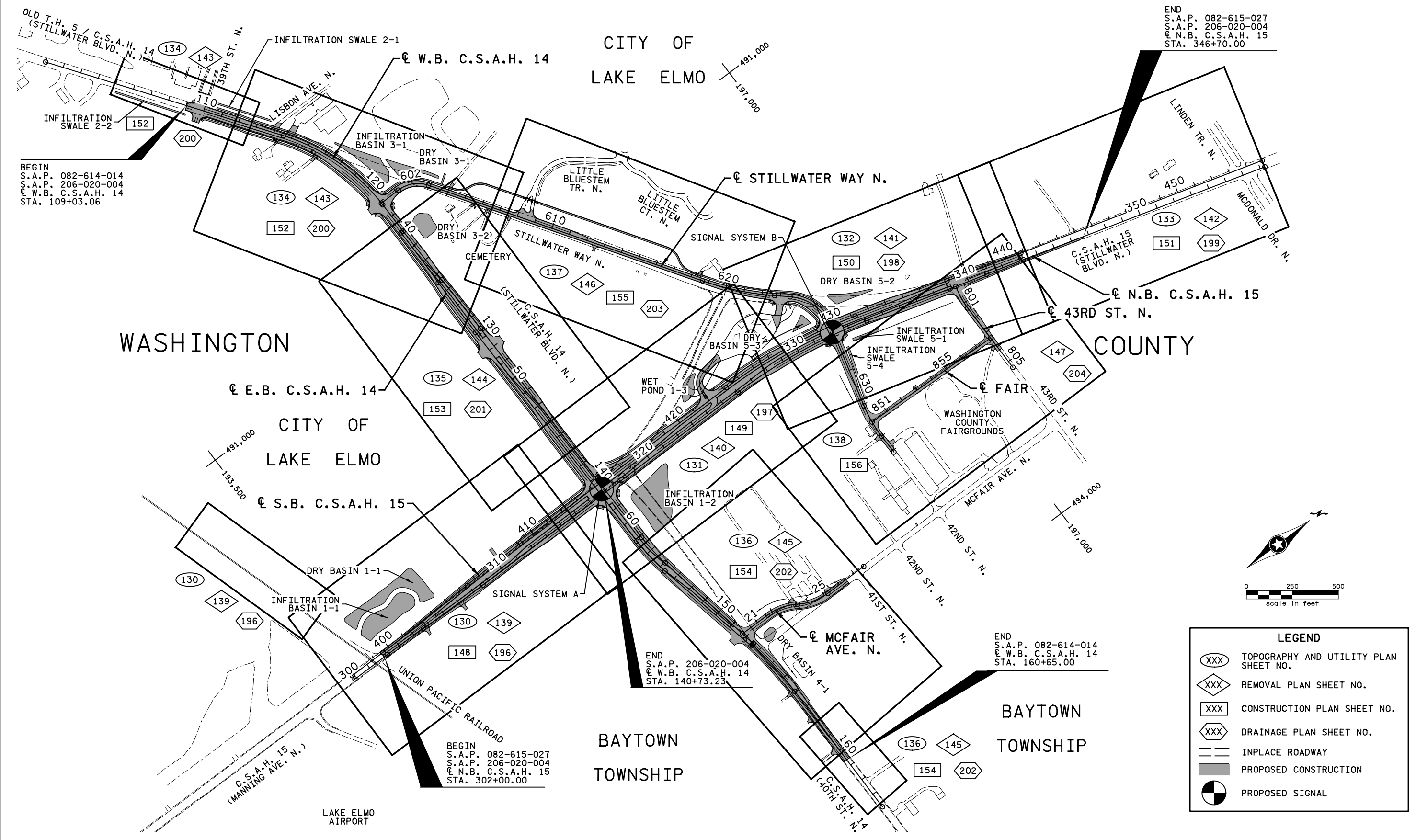


This map is the result of a compilation and reproduction of land records as they appear in various Washington County offices. This map should be used for reference purposes only. Washington County is not responsible for any inaccuracies.



END  
 S.A.P. 082-615-027  
 S.A.P. 206-020-004  
 C.S.A.H. 15  
 STA. 346+70.00

BEGIN  
 S.A.P. 082-614-014  
 S.A.P. 206-020-004  
 C.S.A.H. 14  
 STA. 109+03.06



LEGEND	
(XXX)	TOPOGRAPHY AND UTILITY PLAN SHEET NO.
◇(XXX)	REMOVAL PLAN SHEET NO.
□(XXX)	CONSTRUCTION PLAN SHEET NO.
◇(XXX)	DRAINAGE PLAN SHEET NO.
---	INPLACE ROADWAY
■	PROPOSED CONSTRUCTION
⊙	PROPOSED SIGNAL

Exhibit B

3:57:52 PM  
 11/17/2016  
 ...Plan\Plan\_B\8141b\_g101.dgn

NO	DATE	BY	CKD	APPR	REVISION

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.  
 Print Name: BENJAMIN J. HOBERT  
*Ben Hobert*  
 Date: 2/13/18 License #: 51790

STATE AID PROJECT NO. 082-614-014, 082-615-027 & 206-020-004  
 COUNTY PROJECT NO. 11505  
 DRAWN BY S. MARTINS  
 DESIGNED BY B. TODD  
 CHECKED BY B. HOBERT  
 COMM. NO. 0148141



WASHINGTON COUNTY  
 GENERAL LAYOUT  
 C.S.A.H. 15 & C.S.A.H. 14 REALIGNMENT

SHEET 2 OF 423