



STAFF REPORT

DATE: July 7, 2020

CONSENT

AGENDA ITEM: Approve the Cooperative Signal Maintenance Agreement for the CSAH 13 (Inwood Avenue) – 5th Street North Traffic Signal Improvements

SUBMITTED BY: Jack Griffin, City Engineer

REVIEWED BY: Kristina Handt, City Administrator
Marty Powers, Public Works Director
Chad Isakson, Assistance City Engineer

ISSUE BEFORE COUNCIL: Should the City Council approve the Cooperative Maintenance Signal Agreement with Washington County for the Traffic Signal Improvements at the CSAH 13 (Inwood Avenue) and 5th Street North intersection?

BACKGROUND: Washington County intends to construct a permanent traffic signal system on County State Aid Highway No. 13 (Inwood Avenue) and its intersection with 5th Street North in the City of Lake Elmo. The project improvements are currently in design with the intention of constructing the improvements in 2020.

PROPOSAL DETAILS/ANALYSIS: To address the ongoing operation and maintenance of the new traffic signal, Washington County has prepared a Cooperative Signal Maintenance Agreement to outline the respective traffic signal ownership and maintenance responsibilities between the City of Lake Elmo and Washington County.

FISCAL IMPACT: No cost estimates have been developed for the ongoing maintenance and replacement costs for the traffic signal. Under the agreement the City is responsible for the electrical costs to power the signal and for the cost to maintain and repair the integral luminaires.

RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the Consent Agenda*, a resolution approving a Cooperative Signal Maintenance Agreement with Washington County for the traffic signal maintenance at the CSAH 13 (Inwood Avenue) and 5th Street North intersection. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Resolution No. 2020-073 approving Cooperative Signal Maintenance Agreement with Washington County for the Traffic Signal Maintenance at the CSAH 13 (Inwood Avenue) and 5th Street North intersection”.

ATTACHMENTS:

1. Resolution Approving Cooperative Signal Maintenance Agreement with Washington County.
2. Cooperative Signal Maintenance Agreement.

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

RESOLUTION NO. 2020-073

**A RESOLUTION APPROVING COOPERATIVE AGREEMENT WITH
WASHINGTON COUNTY FOR THE TRAFFIC SIGNAL SYSTEM
MAINTENANCE AT THE INTERSECTION OF COUNTY STATE AID
HIGHWAY 13 (INWOOD AVENUE) AND 5TH STREET NORTH**

WHEREAS, the County intends to construct a permanent traffic signal system on County State Aid Highway No. 13, also known as Inwood Avenue North, at its intersection with 5th Street North in the City of Lake Elmo along its municipal boundary; 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, BE IT RESOLVED,

1. That Cooperative Maintenance Agreement 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 SEVENTH DAY OF JULY, 2020.

CITY OF LAKE ELMO

By: _____
Mike Pearson
Mayor

(Seal)
ATTEST:

Julie Johnson
City Clerk

**COOPERATIVE AGREEMENT BETWEEN
THE CITY OF LAKE ELMO AND
THE COUNTY OF WASHINGTON
FOR MAINTENANCE OF THE TRAFFIC SIGNAL SYSTEM
AT THE INTERSECTION OF INWOOD AVENUE NORTH
AND 5th STREET NORTH**

CONTRACT NO.	????
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 intends to construct a permanent traffic signal system on County State Aid Highway No. 13, also known as Inwood Avenue North, at its intersection with 5th Street North in the City of Lake Elmo along its municipal boundary; 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 to be located on Inwood Avenue North, designated as County State Aid Highway No. 13, at its intersection with 5th Street North, said intersection being located approximately 1730 feet south of the northwest corner of the northeast quarter of Section 33 of Township 29 North, Range 21 West, as shown in Exhibit A.
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 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.
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, except that the County shall maintain and keep in repair the

electrical connection to the luminaire heads at the sole cost and expense of the County.

5. The County considers paint to be an aesthetic component of the traffic signal system. The County and City have agreed that this system shall be constructed as a galvanized structure without paint.
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. 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.
8. 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.
9. 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 forth 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

County Administrator Date

City Administrator Date

Approved as to form:

Approved as to form:

Assistant County Attorney Date

City Attorney Date

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- CSAH 13 (INWOOD AVE N) - 5TH STREET INTERSECTION SIGNAL PROJECT

