



STAFF REPORT

DATE: August 17, 2021

CONSENT

AGENDA ITEM: Approve Cooperative Agreements for the County State Aid Highway (CSAH) 13 Phase 2 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 Cost Share and Cooperative Maintenance Agreement with Washington County for the County State Aid Highway (CSAH) 13 Phase 2 Improvements?

Should the City Council approve a Resolution establishing no on-street parking along the west side of Ideal Avenue North (CSAH 13) from Hidden Bay Trail North to 44th Street North?

BACKGROUND: Washington County intends to construct the County State Aid Highway (CSAH) 13 Phase 2 Improvements, from 800 feet north of 34th Street North to 44th Street North. This second phase of the project is part of a larger project to improve the pavement and safety of Ideal Avenue/Olson Lake Trail between Stillwater Boulevard (CSAH 14) and 50th Street. The first phase of the project was constructed in 2017 and the second phase of the project is planned for construction in 2022. The improvements include new turn lanes and intersection improvements at 36th Street (Lake Elmo Public Works entrance roadway), 38th Street, 39th Street, Lake Jane Trail, and Hidden Bay Trail; together with a center median from 36th Street to Lake Jane Trail, and the realignment of 40th Street in Oakdale to align with the existing Lake Jane Trail intersection. The improvements also include the construction of a new bituminous trail on the west side of Ideal Avenue along the length of the project.

On October 20, 2020, the City Council approved a Resolution of Support for the preliminary design layout and supported the County's efforts to proceed with the completion of the final design for the project.

PROPOSAL DETAILS/ANALYSIS: Washington County is requesting the city to enter into a Cooperative Cost Share Agreement and Cooperative Maintenance Agreement for the project. The purpose for the Agreements are to outline the cost participation requirements by the city and to address the respective ownership and maintenance responsibilities for the new improvements. The County is entering into separate Cost Share and Maintenance Agreements with the City of Oakdale to reflect their contribution to the project; and the Cities of Lake Elmo and Oakdale have entered into a separate cost share agreement with each other to revise the respective City contributions toward the total local share.

Key elements of the agreements are as follows:

- The estimated cost share participation by Lake Elmo is \$405,376, after applying the revised local cost split between Lake Elmo at 44% and Oakdale at 56% of the total local cost share.

- Lake Elmo will receive a credit towards its share of the costs for the acquisition of property and easements for locating two stormwater basins on city owned property. The credit will be applied up front against the first invoice, and perhaps second invoice, from the County.
- The city's estimated cost share is not fixed. The agreement outlines the elements of the project that the city will be responsible for, the invoicing and payment terms, and indicate that the city share will be based on the actual costs incurred for those project elements.
- Project changes can be made and approved solely by the County, and the costs assigned to the city by the County in accordance with the County Cost Participation Policy. The County must obtain concurrence from the city regarding cost changes that exceed a 10% contingency over the estimated city cost share.
- Upon completion of the project, the City shall own and maintain, without cost or expense to the County, all improvements constructed under this project within City Right of Way. This includes a prorated share in major maintenance costs associated with the County's stormwater basins.

In addition, the city is being asked to adopt a resolution establishing a No On-street Parking Zone along the west side of County State Aid Highway (CSAH) 13 (Ideal Avenue) from Hidden Bay Trail North to 44th Street North. The project design is in accordance with County State Aid standards and the proposed roadway widths will not support parking in this area.

FISCAL IMPACT: The County is requesting cost participation in the project by the City of Lake Elmo for the actual construction costs for specified project components and line items, plus a prorated share of the project engineering costs. The current estimated cost share participation by Lake Elmo is **\$405,376.00**. The actual cost share will be determined once the project is complete and the final costs are known. In addition, the city will be credited the amount for the acquisition of approximately 1.21 acres for the purpose of constructing 2 storm water basins.

The City's share of the costs, as assigned by the County, include 100% of the street and storm sewer costs located in City right-of-way, including the Public Works entrance driveway, 38th Street, 39th Street, Lake Jane Trail and Hidden Bay Trail; 25% of the bituminous trail costs along the west side of Ideal Avenue; 50% of the curb and gutter along the east side of Ideal Avenue; and prorated cost shares for the various storm sewer and stormwater management components. The total local share of the project costs are then split between Oakdale and Lake Elmo in accordance with the city agreement with Lake Elmo paying 44% and Oakdale paying 56%.

RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the consent agenda*, a Resolution approving Cooperative Agreements with Washington County for the County State Aid Highway (CSAH) 13 Phase 2 Improvements. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Resolution No. 2021-093 Approving Cooperative Agreements with Washington County for the County State Aid Highway (CSAH) 13 Phase 2 Improvements, from 800 feet north of 34th Street North to 44th Street North.”

Staff is further recommending that the City Council approve, *as part of the consent agenda*, a Resolution establishing a No On-street Parking Zone along the west side of County State Aid Highway (CSAH) 13 (Ideal Avenue) from Hidden Bay Trail North to 44th Street North. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Resolution No. 2021-094 Establishing a No On-street Parking Zone along the west side of County State Aid Highway (CSAH) 13 (Ideal Avenue) from Hidden Bay Trail to 44th Street.”

ATTACHMENTS:

1. Resolution Approving Cooperative Agreements with Washington County for the County State Aid Highway (CSAH) 13 Phase 2 Improvements.
2. Resolution Establishing a No On-street Parking Zone along the west side of County State Aid Highway (CSAH) 13 (Ideal Avenue) from Hidden Bay Trail to 44th Street.
3. Cooperative Cost Share Agreement No. 14179.
4. Cooperative Maintenance Agreement 14180.

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

RESOLUTION NO. 2021-093

**A RESOLUTION APPROVING COOPERATIVE AGREEMENTS WITH
WASHINGTON COUNTY FOR THE COUNTY STATE AID HIGHWAY
(CSAH) 13 – PHASE 2 IMPROVEMENTS, FROM 800 FEET NORTH OF
34TH STREET NORTH TO 44TH STREET NORTH**

WHEREAS, Washington County intends to construct the County State Aid Highway (CSAH) 13 (Ideal Avenue N.) from 800 feet north of CSAH 14 (34th Street N.) to 44th Street N. in the Cities of Lake Elmo and Oakdale, herein referred to as the “Project”; and

WHEREAS, the County and City agree to share in certain local costs included in the Project as detailed in the Cooperative Cost Share Agreement No. 14179; and

WHEREAS, upon completion of this project, the City shall own and maintain, without cost or expense to the County, all improvements constructed under this project within City Right of Way as detailed in the Cooperative Maintenance Agreement No. 14180; and

WHEREAS, a cooperative effort between the County and City is the appropriate method to facilitate the construction of these improvements, project cost sharing, and facilitate the maintenance of the items constructed by the Project; 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 Agreement 14179 for the project costs of County State Aid Highway (CSAH) 13 (Ideal Avenue N.) from 800 feet north of CSAH 14 (34th Street N.) to 44th Street N., 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.
2. That Cooperative Maintenance Agreement 14180 between the City of Lake Elmo and Washington County is hereby approved and the Mayor and City Administrator are hereby authorized execute the agreement on behalf of the City of Lake Elmo.

**ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE SEVENTEENTH DAY OF
AUGUST, 2021.**

CITY OF LAKE ELMO

(Seal)
ATTEST:

By: _____
Charles Cadenhead
Mayor

Julie Johnson, City Clerk

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

RESOLUTION NO. 2021-094

**A RESOLUTION ESTABLISHING A NO ON-STREET PARKING ZONE
ALONG THE WEST SIDE OF COUNTY STATE AID HIGHWAY (CSAH) 13
(IDEAL AVENUE) FROM HIDDEN BAY TRAIL TO 44TH STREET
(PROJECT NO. S.A.P. 082-613-042)**

WHEREAS, Washington County, in conjunction with the City of Lake Elmo and the City of Oakdale has planned improvements for Ideal Avenue North (CSAH 13) from 800 feet North of CSAH 14 (34th Street North) to 44th Street North in the Cities of Lake Elmo and Oakdale; and

WHEREAS, Ideal Avenue is designated as a County State Aid Highway; and

WHEREAS, Washington County will be expending County State Aid Funds on the improvements on CSAH 13; and

WHEREAS, these improvements do not provide adequate width for parking on the west side of Ideal Avenue North from Hidden Bay Trail North to 44th Street North; and approval of the proposed construction as a County State Aid Highway must therefore be conditioned upon certain restrictions; and

WHEREAS, The City has reviewed the Plans and concurs that parking shall not be allowed as stated above.

NOW, THEREFORE, IT IS HEREBY RESOLVED,

1. That the City Council of Lake Elmo concurs that no on-street parking be allowed along the west side of Ideal Avenue North (CSAH 13) from Hidden Bay Trail North to 44th Street North at all times.

**ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE SEVENTEENTH DAY OF AUGUST 2021.
CITY OF LAKE ELMO**

(Seal)
ATTEST:

By: _____
Charles Cadenhead
Mayor

Julie Johnson, City Clerk

**COOPERATIVE AGREEMENT BETWEEN THE CITY OF
LAKE ELMO AND WASHINGTON COUNTY FOR CONSTRUCTION COST OF
COUNTY STATE AID HIGHWAY (CSAH) 13, FROM 800 FEET NORTH OF
CSAH 14 to 44TH STREET NORTH**

WASHINGTON COUNTY	
CONTRACT NO.	14179
DEPT.	PUBLIC WORKS
DIVISION	TRANSPORTATION
TERM	SIGNATURE - END OF PROJECT

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."

WITNESSETH:

WHEREAS, the County intends to construct County State Aid Highway (CSAH) 13 (Ideal Avenue N.) from 800 feet N. of CSAH 14 (34th Street N.) to 44th Street N. in the Cities of Lake Elmo and Oakdale, herein referred to as the "Project" and shown in Exhibit A; and

WHEREAS, items included in the Project require City cost participation in accordance with "Washington County Cost Participation Policy #8001 for Cooperative Highway Improvement Projects"; and

WHEREAS, the City desires to use local funds for these improvements; and

WHEREAS, the County desires to use local funds and State Aid for these improvements; and

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

WHEREAS, the County is entering into separate Cost Share and Maintenance Agreements with the City of Lake Elmo and with the City of Oakdale to reflect their contribution to the project; and

WHEREAS, the Cities of Lake Elmo and Oakdale have entered into a separate cost share agreement with each other; 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 and shall consist of this Agreement, Exhibit A (Location Map), Exhibit B (Estimated Cost Splits), Exhibit C (Estimated Cost Splits Map), and Exhibit D (City-City Agreement).

B. PLANS AND SPECIFICATION PREPARATION

1. The County shall be responsible for the preparation of all the plans and specifications for the Project, including but not limited to, compliance with all applicable standards and policies and obtaining all approvals required in formulating the bid specifications for all County and City components of this Project.
2. The following County project number has been assigned to the Project: SAP 082-613-042 (CSAH 13).
3. The following City project number have been assigned to the Project: 2018.135.

C. RIGHT OF WAY AND EASEMENTS

1. The County shall acquire all permanent rights of way, permanent easements, and temporary slope easements, which will be acquired in the name of the County.
2. With the exception of City owned property, any rights of way, permanent easements, and temporary slope easements that cannot be obtained through negotiation will be acquired by the County through eminent domain proceedings.

D. ADVERTISEMENT AND AWARD OF CONTRACT

After plans and specifications have been approved by the County, all permits and approvals obtained, and acquisition of necessary rights-of-way and easements, the County shall advertise for construction bids and at the sole discretion of the County award the contract to the lowest responsible bidder subject only to the final consent of the City for costs relating to any elements for which the City is requested to pay. City consent shall be received at the first available council meeting following receipt from the County the updated Exhibit B and bid tabulations using actual contractor prices, and City consent may not be unreasonably conditioned, withheld, or delayed.

E. CONSTRUCTION ADMINISTRATION, OBSERVATION, AND TESTING

The County shall be responsible for the construction administration, inspection, and for the observation and testing for all construction items.

F. COST PARTICIPATION ITEMS AND ESTIMATED COSTS

The City's costs related to the Project will be determined in accordance with the "Washington County Cost Participation Policy #8001 for Cooperative Highway Improvement Projects", which is incorporated into this Agreement by reference. Any Project changes and/or modifications that may affect the City's cost related to the Project will also be determined by Policy #8001. The City's estimated cost participation is set forth in Table 1 and is broken down into five categories which are: 1) Construction; 2) Design Engineering; 3) Construction Engineering/Contract Administration; 4) Right of Way; and 5) County-Furnished Material.

1. Construction

Construction costs shall be the cost to construct the Project. The County has prepared a statement of estimated quantities and cost splits hereto attached as Exhibit B. The City shall pay to the County its share of the total cost as shown in Exhibit B and set forth in Table 1. After the County has awarded the construction contract, Exhibit B will be updated to reflect the actual contractor's unit prices.

2. Design Engineering

Design engineering costs shall be professional design engineering services, project coordination, preparation of plans and specification, stakeholder engagement, geotechnical studies, and other administrative functions necessary for the Project. Based on the City's share of the construction cost, the City shall pay the prorated cost of design engineering for the entire Project as set forth in Table 1. After the County has awarded the construction contract, Exhibit B will be updated to reflect the actual design engineering cost.

3. Construction Engineering/Contract Administration

Construction engineering/contract administration costs shall be construction observation, construction testing, construction administration, staking, conducting and recording the pre-bid, pre-construction and weekly construction meetings, reviewing monthly pay estimates, labor compliance, and other administrative functions necessary for the Project. Construction engineering/contract administration is 8% of the construction cost. The City shall pay 8% of the City's share of the construction cost for construction engineering/contract administration as set forth in Table 1. After the County has awarded the construction contract, Exhibit B will be updated to reflect the estimated construction engineering/contract administration cost.

4. Right of Way

Right of Way costs shall be permanent right-of-way, permanent utility and/or drainage easements, temporary easements, title work costs, appraisal costs, relocation specialist costs, relocation costs, and condemnation commissioner costs. If applicable, the City shall pay their share of the final right of way cost. The estimated amount is set forth in Table 1.

5. County-Furnished Material

County-furnished material costs shall be items such as light poles, traffic signal control equipment, and street name signs which are separately procured outside of the construction contract and installed within the Project limits. The City shall pay their share of the final County-furnished material cost. The estimated amount is set forth in Table 1.

TABLE 1 – ESTIMATED COSTS City of Lake Elmo Cost Summary				
ITEM NO.	ITEM	TOTAL COST	CITY OF LAKE ELMO SHARE	CITY OF LAKE ELMO COST
1	Construction	\$4,287,145	See Exhibit B	\$381,753
2	Design Engineering	\$700,000	See Exhibit B	\$63,140
3	Construction Engineering/Contract Administration	\$342,971	8% of Construction Cost Share	\$30,540
4	Right of Way	\$355,000	See Exhibit B	\$165,000
5	County Furnished Material	\$0	0%	\$0
6	TOTAL ESTIMATED COST	\$5,685,116		\$640,433
7	CITIES AGREEMENT (1)			(\$235,057)
8	BMP CREDIT (2)			(\$37,658)
9	TOTAL ESTIMATED CITY OF LAKE ELMO COST			\$367,718

(1) The Cities of Oakdale and Lake Elmo have entered into a separate agreement, see Exhibit D, that states that the cities will split the city's cost share of the reconstruction of CSAH 13, as determined by Washington County, with the City of Oakdale's share being 56% and the City of Lake Elmo's share being 44%. Based on estimated costs, the total combined cities cost share is \$921,308

(2) A credit will be provided to the City of Lake Elmo for property acquired and/or Drainage and Utility Easements acquired on city owned parcels for the construction of storm water BMP-1 and storm water BMP-2. The financial value of the 1.21 acres will be appraised and a credit will be applied in the amount of the appraised value, less Lake Elmo's percentage cost share in the BMP construction.

6. The costs and shares attributable to the City and payable to the County as shown in Table 1 are merely estimated and a final reconciliation of costs as set forth in Section G below shall be done at the end of the Project. Actual City costs and shares are based on the following:

- Construction shall be based on the contractor's unit prices and final quantities at Project completion including all contract changes.
- Design engineering shall be based on the contractor's unit prices at the time of contract award.
- Construction engineering/contract administration shall be based on the contractor's unit prices and final quantities at Project completion including all contract changes and liquidated damages.
- Right of way shall be based on the final costs to acquire right of way.
- County-furnished material shall be based on the final costs to acquire County-furnished material.

G. PAYMENT

1. Construction and Construction Engineering/Contract Administration
 - a. After the County has awarded the construction contract, the County shall update Exhibit B to conform the Exhibit to the amounts in the awarded bid and shall invoice the City 10 percent of the City's estimated construction and construction engineering/contract administration cost based on the updated Exhibit B, less the credit amount for the acquisition of City property. If the BMP Credit amount exceeds the County's invoice of the City's 10 percent, the remaining amount of BMP Credit will be applied to the next partial estimate(s).
 - b. During construction, the County shall submit to the City partial estimates of work performed by the contractor. The City shall pay to the County its share of the partial estimate as determined in Section F.
 - c. Upon substantial completion of the work the County shall submit to the City a final invoice and final reconciliation of costs. The reconciliation will add or subtract contract amendments to the City's Project components, adjustments for liquidated damages pursuant to Section I., and previous Project cost payments made by the City to the County.
 - d. The final invoice from the County to the City shall be submitted to the City no later than 12 months after substantial completion of the Project excluding contractor and/or County contested items or costs related to right of way condemnation process. With the final invoice the County shall report to the City a list of contractors contested items and outstanding right-of-way condemnation with estimated costs. The County shall submit to the City a final invoice related to contested items or costs related to right of way condemnation within 4 months of resolution of all items.
2. The costs set forth in Table 1 for design engineering and right of way shall be separate line items on the invoice and paid by the City on a reimbursable basis.
3. In the event that the City paid more in advance than the actual cost of the City's portion of the Project, the County shall refund without interest the amount to the City.
4. The City shall pay 100 percent of an invoice amount within thirty (30) days of receipt.

H. CONTRACT CHANGES

Any modifications or additions to the final approved plans and/or specifications of the Project shall be made part of the construction contract through a written amendment to the construction contract and the cost for such changes shall be appropriated as set forth in Section F. of this Agreement.

As the responsible party for construction administration, the County understands that the City's project budget is limited and shall therefore endeavor to keep the City informed of project changes that may result in significant cost increases or budget overruns, including right-of-way acquisition costs.

The County further understands that total costs appropriated to the City that exceed the City's expected cost share in Row 6 of the updated Table 1 using actual contractor prices and appraised right-of-way offers, plus 10% contingency, require City concurrence from the City Administrator. If construction delays occur while waiting for City concurrence that lead to additional project costs, the city shall be responsible to cover these additional project costs.

I. LIQUIDATED DAMAGES

Any liquidated damages assessed to the contractor in connection with the work performed on the Project shall be used to adjust the project completion costs thus adjusting the City's construction engineering/contract administration costs as stated in F.6.c. No adjustment to construction costs will be made to the City's portion of the Project in the event of liquidated damages.

J. CONDITIONS

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

K. 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.

L. WORKERS COMPENSATION

It is hereby understood and agreed that any and all employees of the City and all other persons employed by the City 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 County 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 City 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 County.

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.

M. 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).

N. DATA PRACTICES

All data collected, created, received, maintained, 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.

O. TERM

This Agreement shall remain in full force and effect until terminated by mutual Agreement of the parties.

P. COUNTERPARTS

This Agreement may be executed in counterparts.

Q. SEVERABILITY

If any provision or provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

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

Kevin Corbid Date
County Administrator

City Administrator Date

Approved as to form:

Approved as to form:

Assistant County Attorney Date

City Attorney Date

**CSAH 13 (IDEAL AVE N)
800' NORTH OF CSAH 14
TO 44TH ST N**

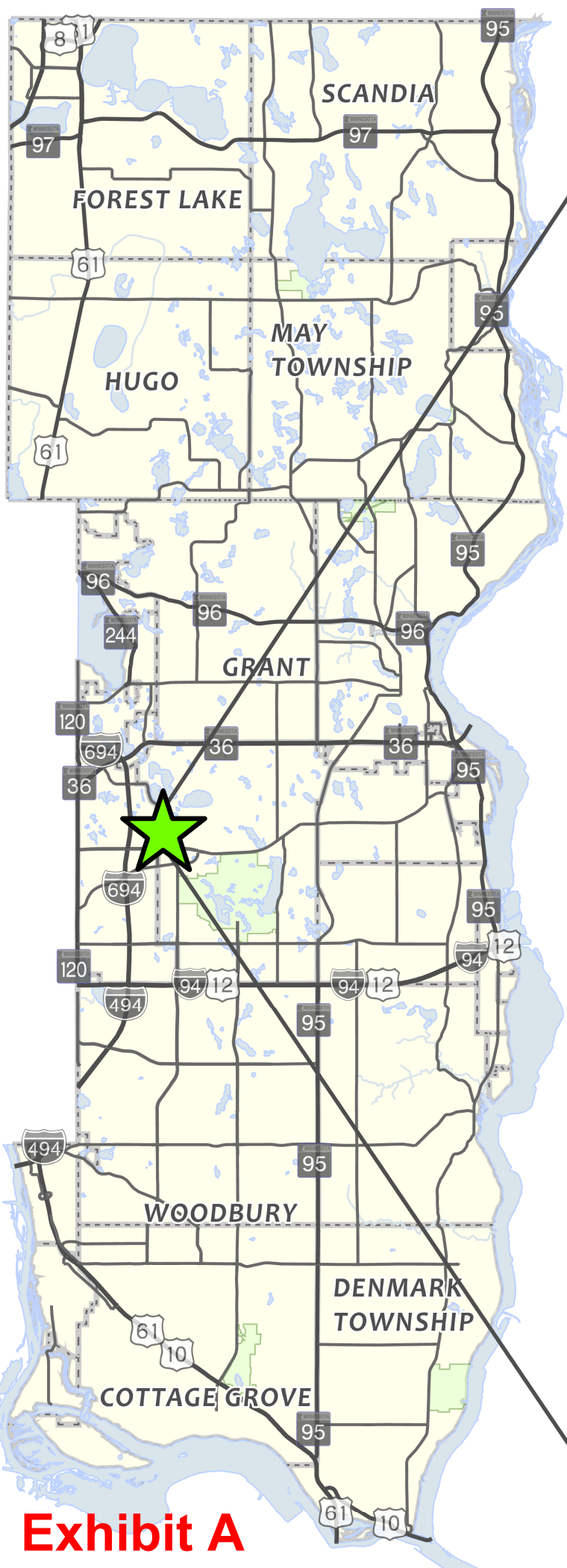


Exhibit A

Exhibit B

PROJECT:CSAH 13 PHASE 2 IMPROVEMENTS
SAP 082-613-042, SAP 185-020-007

COUNTY PROJ. NO.:CP 22-11319

WSB PROJ. NO.:013533-000

DATE:8/4/2021

Item Number	Description	Notes	Unit	Unit Price	PROJECT TOTAL		WASHINGTON COUNTY		CITY OF OAKDALE				CITY OF LAKE ELMO		50% COUNTY SAP 082-613-042 25% OAKDALE SAP 185-020-007 25% LAKE ELMO (LOCAL)		86% COUNTY SAP 082-613-042 5% OAKDALE SAP 185-020-007 9% LAKE ELMO (LOCAL)		STORM SEWER				BMP 1 - WET POND 94% SAP 082-613-042 6% LAKE ELMO (LOCAL)		BMP 2 - FILTRATION BASIN 57% SAP 082-613-042 21% SAP 185-020-007 22% LAKE ELMO (LOCAL)					
							ROADWAY SAP 082-613-042		ROADWAY SAP 185-020-007		NON-PARTICIPATING		NON-PARTICIPATING						ROADWAY 87% SAP 082-613-042 4% SAP 185-020-007 9% LAKE ELMO (LOCAL)		TRUNK LINE 62% SAP 082-613-042 3% SAP 185-020-007 35% LAKE ELMO (LOCAL)									
					Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost		
2011.601	VIBRATION MONITORING		LUMP SUM	\$20,000.00	1	\$20,000.00	0.57	\$11,400.00	0.02	\$400.00			0.04	\$800.00	0.06	\$1,200.00	0.06	\$12,000.00	0.15	\$3,000.00	0.03	\$600.00	0.06	\$12,000.00	0.01	\$200.00				
2021.501	MOBILIZATION		LUMP SUM	\$200,000.00	1	\$200,000.00	0.57	\$114,000.00	0.02	\$4,000.00			0.04	\$8,000.00	0.06	\$12,000.00	0.06	\$12,000.00	0.15	\$30,000.00	0.03	\$6,000.00	0.06	\$12,000.00	0.01	\$2,000.00				
2031.502	FIELD OFFICE		LUMP SUM	\$20,000.00	1	\$20,000.00	0.57	\$11,400.00	0.02	\$400.00			0.04	\$800.00	0.06	\$1,200.00	0.06	\$1,200.00	0.15	\$3,000.00	0.03	\$600.00	0.06	\$1,200.00	0.01	\$200.00				
2101.502	CLEARING		EACH	\$140.00	36	\$5,040.00	36	\$5,040.00																						
2101.502	GRUBBING		EACH	\$125.00	36	\$4,500.00	36	\$4,500.00																						
2101.505	CLEARING		ACRE	\$3,000.00	1	\$3,000.00	1.0	\$3,000.00																						
2101.505	GRUBBING		ACRE	\$3,000.00	1	\$3,000.00	1.0	\$3,000.00																						
2104.502	REMOVE PIPE APRON		EACH	\$175.00	20	\$3,500.00													20	\$3,500.00										
2104.502	REMOVE CASTING		EACH	\$255.00	1	\$255.00													1	\$255.00										
2104.502	REMOVE GATE VALVE & BOX		EACH	\$380.00	2	\$760.00							2	\$760.00																
2104.502	REMOVE DRAINAGE STRUCTURE		EACH	\$550.00	2	\$1,100.00													2	\$1,100.00										
2104.502	REMOVE DELINEATOR / MARKER SIGN		EACH	\$15.00	2	\$30.00	2	\$30.00																						
2104.502	REMOVE SIGN TYPE C		EACH	\$50.00	22	\$1,100.00	22	\$1,100.00																						
2104.502	REMOVE TYPE SPECIAL		EACH	\$50.00	1	\$50.00	1	\$50.00																						
2104.502	SALVAGE CATCH BASIN		EACH	\$2,000.00	2	\$4,000.00													2	\$4,000.00										
2104.502	SALVAGE SIGN TYPE SPECIAL		EACH	\$60.00	6	\$360.00	6	\$360.00																						
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)		LIN FT	\$3.00	962	\$2,886.00	962	\$2,886.00																						
2104.503	REMOVE PIPE CULVERTS		LIN FT	\$12.00	353	\$4,236.00													353	\$4,236.00										
2104.503	REMOVE WATER MAIN		LIN FT	\$18.00	183	\$3,294.00							183	\$3,294.00																
2104.503	REMOVE SEWER PIPE (STORM)		LIN FT	\$15.00	103	\$1,545.00													103	\$1,545.00										
2104.503	REMOVE CURB & GUTTER		LIN FT	\$2.50	1,704	\$4,260.00	1,704	\$4,260.00																						
2104.503	REMOVE RETAINING WALL		LIN FT	\$40.00	54	\$2,160.00	54	\$2,160.00																						
2104.503	SALVAGE PIPE SEWER		LIN FT	\$100.00	28	\$2,800.00													28	\$2,800.00										
2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT		SQ YD	\$4.00	447	\$1,788.00	447	\$1,788.00																						
2104.504	REMOVE BITUMINOUS PAVEMENT		SQ YD	\$3.00	19,684	\$59,052.00	19,684	\$59,052.00																						
2104.518	REMOVE BITUMINOUS WALK		SQ FT	\$1.50	683	\$1,024.50	683	\$1,024.50																						
2104.518	REMOVE CONCRETE WALK		SQ FT	\$1.50	143	\$214.50	143	\$214.50																						
2104.518	REMOVE CONCRETE MEDIAN		SQ FT	\$1.50	1,425	\$2,137.50	1,425	\$2,137.50																						
2106.507	EXCAVATION - COMMON	(P)	CU YD	\$10.00	38,406	\$384,060.00	37,726	\$377,260.00	170	\$1,700.00			510	\$5,100.00																
2106.507	EXCAVATION - SUBGRADE	(P)	CU YD	\$14.00	19,983	\$279,762.00	18,851	\$263,914.00	326	\$4,564.00			806	\$11,284.00																
2106.507	EXCAVATION - CHANNEL AND POND	(P)	CU YD	\$14.00	11,717	\$164,038.00																								
2106.507	SELECT GRANULAR EMBANKMENT (CV)	(P)	CU YD	\$16.00	20,181	\$322,896.00	18,935	\$302,960.00	326	\$5,216.00			920	\$14,720.00																
2106.507	COMMON EMBANKMENT (CV)	(P)	CU YD	\$5.00	4,516	\$22,580.00	2,981	\$14,905.00	64	\$320.00			400	\$2,000.00																
2111.519	TEST ROLLING		RDST	\$250.00	87	\$21,750.00	87	\$21,750.00																						
2118.507	AGGREGATE SURFACING (CV) CLASS 2		CU YD	\$65.00	29	\$1,885.00							29	\$1,885.00																
2118.609	AGGREGATE SURFACING SPECIAL	(16)	TON	\$22.00	100	\$2,200.00	100	\$2,200.00																						
2123.610	STREET SWEEPER (WITH PICKUP BROOM)	(25)	HOUR	\$150.00	200	\$30,000.00												200	\$30,000.00											
2130.523	WATER	(15)	MGAL	\$33.00	1,000	\$33,000.00	1,000	\$33,000.00																						
2131.506	CALCIUM CHLORIDE SOLUTION	(19)	GALLON	\$1.50	1,000	\$1,500.00	1,000	\$1,500.00																						
2211.507	AGGREGATE BASE (CV) CLASS 5	(P)	CU YD	\$26.00	6,712	\$174,512.00	5,679	\$147,654.00	106	\$2,756.00			359	\$9,334.00	568	\$14,768.00														
2231.509	BITUMINOUS PATCHING MIXTURE	(23)	TON	\$125.00	125	\$15,625.00												125	\$15,625.00											
2301.602	DRILL & GROUT REINF BAR (EPOXY COATED)		EACH	\$20.00	25	\$500.00									25	\$500.00														
2360.504	TYPE SP 9.5 WEAR CRS MIX (3.C) 3.0" THICK	(24)	SQ YD	\$20.00	290	\$5,800.00	290	\$5,800.00																						
2360.509	TYPE SP 9.5 WEARING COURSE MIX (3.C)		TON	\$68.00	1,706	\$116,008.00	1,666	\$113,288.00					40	\$2,720.00																
2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3.B)		TON	\$60.00	2,879	\$172,740.00	2,879	\$172,740.00																						
2360.509	TYPE SP 12.5 WEARING COURSE MIX (3.C)		TON	\$65.00	3,455	\$224,575.00	3,274	\$212,810.00	51	\$3,315.00			130	\$8,450.00																
2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3.C)		TON	\$60.00	246	\$14,760.00			53	\$3,180.00			193	\$11,580.00																
2411.601	DRAINAGE SYSTEM		LUMP SUM	\$10,000.00	1	\$10,000.00									1	\$10,000.00														
2411.618	PREFABRICATED MODULAR BLOCK WALL	(7)	SQ FT	\$70.00	1,443	\$101,010.00									1443	\$101,010.00														
2411.618	ANTI-GRAFFITI COATING	(7)	SQ FT	\$2.00	1,443	\$2,886.00									1443	\$2,886.00														
2411.618	ARCH SURFACE FINISH (MULTI COLOR)	(7)(8)	SQ FT	\$4.00	1,443	\$5,772.00									1443	\$5,772.00														
2451.507	COARSE FILTER AGGREGATE MOD (LV)	(4)	CU YD	\$60.00	10	\$600.00																								
2451.507	FINE FILTER AGGREGATE (LV)	(5)	CU YD	\$45.00	75	\$3,375.00																								
2451.507	FINE FILTER AGGREGATE (CV)	(P)	CU YD	\$60.00	475	\$28,500.00	475	\$28,500.00																						
2451.607	FILL CLAY SPECIAL		CU YD	\$50.00	1,579	\$78,950.00																								
2451.607	FILTER MEDIA SPECIAL	(5)	CU YD	\$105.00	30	\$3,150.00																								
2501.502	15" RC PIPE APRON		EACH	\$850.00	4	\$3,400.00													3	\$2,550.00	1	\$850.00								
2501.502	18" RC PIPE APRON		EACH	\$900.00	2	\$1,800.00													2	\$1,800.00										
2502.503	6" PE PIPE DRAIN		LIN FT	\$21.00	78	\$1,638.00																								
2502.503	4" PERF TP PIPE DRAIN	(3)	LIN FT	\$12.00	8,200	\$98,400.00	8,200	\$98,400.00																						
2502.503	6" PERF PE PIPE DRAIN		LIN FT	\$18.00	181	\$3,258.00																								

Exhibit B

OPINION OF PROBABLE COST																											
PROJECT:		CSAH 13 PHASE 2 IMPROVEMENTS																									
COUNTY PROJ. NO.:		SAP 082-613-042, SAP 185-020-007																									
WSB PROJ. NO.:		CP 22-11319																									
DATE:		013533-000																									
		8/4/2021																									
Item Number	Description	Notes	Unit	Unit Price	PROJECT TOTAL		WASHINGTON COUNTY		CITY OF OAKDALE				CITY OF LAKE ELMO		50% COUNTY SAP 082-613-042 25% OAKDALE SAP 185-020-007 25% LAKE ELMO (LOCAL)		86% COUNTY SAP 082-613-042 5% OAKDALE SAP 185-020-007 9% LAKE ELMO (LOCAL)		STORM SEWER				BMP 1 - WET POND 84% SAP 082-613-042 6% LAKE ELMO (LOCAL)		BMP 2 - FILTRATION BASIN 57% SAP 082-613-042 21% SAP 185-020-007 22% LAKE ELMO (LOCAL)		
							ROADWAY SAP 082-613-042		ROADWAY SAP 185-020-007		NON-PARTICIPATING		NON-PARTICIPATING						ROADWAY 87% SAP 082-613-042 4% SAP 185-020-007 9% LAKE ELMO (LOCAL)		TRUNK LINE 62% SAP 082-613-042 3% SAP 185-020-007 35% LAKE ELMO (LOCAL)						
					Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 3		EACH	\$100.00	3	\$300.00																					
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 4		EACH	\$3,425.00	1	\$3,425.00																					
2506.502	CASTING ASSEMBLY		EACH	\$1,100.00	67	\$73,700.00																					
2506.502	ADJUST FRAME & RING CASTING		EACH	\$520.00	4	\$2,080.00																					
2506.503	CONST DRAINAGE STRUCTURE DESIGN G		LIN FT	\$450.00	91	\$40,950.00																					
2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-48		LIN FT	\$712.00	17	\$12,104.00																					
2506.503	CONST DRAINAGE STRUCTURE DES 48-4020		LIN FT	\$450.00	210	\$94,500.00																					
2506.503	CONST DRAINAGE STRUCTURE DES 60-4020		LIN FT	\$600.00	64	\$38,400.00																					
2506.602	INSTALL CATCH BASIN		EACH	\$2,500.00	2	\$5,000.00																					
2506.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE		EACH	\$1,000.00	7	\$7,000.00																					
2511.504	GEOTEXTILE FILTER TYPE 4		SQ YD	\$5.00	85	\$425.00																					
2511.507	RANDOM RIPRAP CLASS III		CU YD	\$125.00	25	\$3,125.00																					
2521.518	4" CONCRETE WALK	(2)	SQ FT	\$7.00	10,507	\$73,549.00	10,507	\$73,549.00																			
2521.518	6" CONCRETE WALK		SQ FT	\$14.00	1,820	\$25,480.00	510	\$7,140.00																			
2521.518	3" BITUMINOUS WALK		SQ FT	\$1.50	28,788	\$43,182.00	349	\$523.50																			
2531.503	CONCRETE CURB & GUTTER DESIGN SPECIAL 1	(28)	LIN FT	\$30.00	139	\$4,170.00			139	\$4,170.00																	
2531.503	CONCRETE CURB & GUTTER DESIGN SPECIAL 2	(29)	LIN FT	\$25.00	30	\$750.00							30	\$750.00													
2531.503	CONCRETE CURB & GUTTER DESIGN B412		LIN FT	\$25.00	130	\$3,250.00							130	\$3,250.00													
2531.503	CONCRETE CURB & GUTTER DESIGN B424		LIN FT	\$19.00	11,923	\$226,537.00	7,533	\$143,127.00	2,064	\$39,216.00			2,326	\$44,194.00													
2531.503	CONCRETE CURB & GUTTER DESIGN B618		LIN FT	\$23.00	464	\$10,672.00							464	\$10,672.00													
2531.504	6" CONCRETE DRIVEWAY PAVEMENT		SQ YD	\$80.00	69	\$5,520.00	69	\$5,520.00																			
2531.618	TRUNCATED DOMES		SQ FT	\$50.00	279	\$13,950.00	48	\$2,400.00																			
2540.602	MAIL BOX SUPPORT	(14)	EACH	\$200.00	6	\$1,200.00	6	\$1,200.00																			
2554.502	END TREATMENT - TANGENT TERMINAL	(18)	EACH	\$2,700.00	2	\$5,400.00																					
2554.503	TRAFFIC BARRIER DESIGN TYPE 31		LIN FT	\$23.00	263	\$6,049.00																					
2557.503	WIRE FENCE DESIGN SPECIAL VINYL COATED	(21)	LIN FT	\$80.00	240	\$19,200.00																					
2563.601	TRAFFIC CONTROL SUPERVISOR		LUMP SUM	\$10,000.00	1	\$10,000.00	0.57	\$5,700.00	0.02	\$200.00			0.04	\$400.00	0.06	\$600.00	0.06	\$600.00	0.15	\$1,500.00	0.03	\$300.00	0.06	\$600.00	0.01	\$100.00	
2563.601	TRAFFIC CONTROL	(9)	LUMP SUM	\$75,000.00	1	\$75,000.00	0.57	\$42,750.00	0.02	\$1,500.00			0.04	\$3,000.00	0.06	\$4,500.00	0.06	\$4,500.00	0.15	\$11,250.00	0.03	\$2,250.00	0.06	\$4,500.00	0.01	\$750.00	
2563.602	FLEXIBLE DELINEATORS TYPE A	(13)	EACH	\$75.00	13	\$975.00																					
2563.610	FLAGGER	(12)	HOURL	\$95.00	200	\$19,000.00																					
2563.613	PORTABLE CHANGEABLE MESSAGE SIGN		UNIT DAY	\$115.00	80	\$9,200.00																					
2563.618	CONSTRUCTION SIGN-SPECIAL	(11)	SQ FT	\$22.00	75	\$1,650.00																					
2564.518	SIGN PANELS TYPE C		SQ FT	\$58.00	268	\$15,544.00	268	\$15,544.00																			
2564.602	INSTALL SIGN TYPE SPECIAL		EACH	\$75.00	6	\$450.00	6	\$450.00																			
2564.602	DELINEATOR / MARKER PANEL		EACH	\$55.00	8	\$440.00	8	\$440.00																			
2571.604	GEOTEXTILE WEED BARRIER FABRIC	(22)	SQ YD	\$10.75	408	\$4,386.00																					
2572.503	TEMPORARY FENCE	(30)	LIN FT	\$2.50	2,200	\$5,500.00	2,200	\$5,500.00																			
2572.503	CLEAN ROOT CUTTING	(30)	LIN FT	\$4.00	4,400	\$17,600.00	4,400	\$17,600.00																			
2573.501	STABILIZED CONSTRUCTION EXIT		LUMP SUM	\$7,500.00	1	\$7,500.00																					
2573.501	EROSION CONTROL SUPERVISOR		LUMP SUM	\$10,000.00	1	\$10,000.00	0.57	\$5,700.00	0.02	\$200.00			0.04	\$400.00	0.06	\$600.00	0.06	\$600.00	0.15	\$1,500.00	0.03	\$300.00	0.06	\$600.00	0.01	\$100.00	
2573.502	STORM DRAIN INLET PROTECTION		EACH	\$200.00	75	\$15,000.00																					
2573.502	CULVERT END CONTROLS		EACH	\$300.00	3	\$900.00																					
2573.503	SILT FENCE- TYPE HI		LIN FT	\$4.00	667	\$2,668.00																					
2573.503	SILT FENCE- TYPE MS		LIN FT	\$2.00	5,490	\$10,980.00																					
2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	(10)	LIN FT	\$5.00	2,478	\$12,390.00																					
2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	(10)	LIN FT	\$4.00	209	\$836.00																					
2574.505	SOIL BED PREPARATION		ACRE	\$240.00	8	\$1,920.00	8	\$1,920.00																			
2574.508	FERTILIZER TYPE 3		POUNDS	\$1.00	2,322	\$2,322.00	2,322	\$2,322.00																			
2574.508	FERTILIZER TYPE 4		POUNDS	\$1.00	114	\$114.00																					
2575.504	ROLLED EROSION PREVENTION CATEGORY 15		SQ YD	\$2.00	7,307	\$14,614.00																					
2575.504	ROLLED EROSION PREVENTION CATEGORY 20		SQ YD	\$2.00	54,650	\$109,300.00																					
2575.505	SEEDING		ACRE	\$390.00	8	\$3,120.00	8	\$3,120.00																			
2575.505	WEED SPRAYING	(26)	ACRE	\$500.00	8	\$4,000.00	8	\$4,000.00																			

Exhibit B

OPINION OF PROBABLE COST																														
PROJECT:		CSAH 13 PHASE 2 IMPROVEMENTS																												
		SAP 082-613-042, SAP 185-020-007																												
COUNTY PROJ. NO.:		CP 22-11319																												
WSB PROJ. NO.:		013533-000																												
DATE:		8/4/2021																												
Item Number	Description	Notes	Unit	Unit Price	PROJECT TOTAL		WASHINGTON COUNTY		CITY OF OAKDALE				CITY OF LAKE ELMO		50% COUNTY SAP 082-613-042 25% OAKDALE SAP 185-020-007 25% LAKE ELMO (LOCAL)				86% COUNTY SAP 082-613-042 5% OAKDALE SAP 185-020-007 9% LAKE ELMO (LOCAL)				STORM SEWER							
							ROADWAY SAP 082-613-042		ROADWAY SAP 185-020-007		NON-PARTICIPATING		NON-PARTICIPATING										ROADWAY 87% SAP 082-613-042 4% SAP 185-020-007 9% LAKE ELMO (LOCAL)		TRUNK LINE 62% SAP 082-613-042 3% SAP 185-020-007 35% LAKE ELMO (LOCAL)		BMP 1 - WET POND 94% SAP 082-613-042 6% LAKE ELMO (LOCAL)		BMP 2 - FILTRATION BASIN 57% SAP 082-613-042 21% SAP 185-020-007 22% LAKE ELMO (LOCAL)	
					Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost		

	Washington County		City of Oakdale		City of Lake Elmo		Total
Construction	\$	3,703,563	\$	201,829	\$	381,753	\$ 4,287,145
Const. Admin.	\$	296,285	\$	16,146	\$	30,540	\$ 342,971
Right of Way	\$	160,000	\$	30,000	\$	165,000	\$ 355,000
Design	\$	603,960	\$	32,900	\$	63,140	\$ 700,000
Total	\$	4,763,808	\$	280,875	\$	640,433	\$ 5,685,116
City-City Agreement			56%	\$	515,932	44%	\$ 405,376
BMP Credit	\$	37,658					(37,658)
Total	\$	4,801,466	\$	515,932		\$ 367,718	\$ 5,685,116

BMP Credit		
	Storm Water BMP 1	Storm Water BMP 2
Acres	0.91	0.30
*Vaule	\$ 34,000	\$ 34,000
City of Lake Elmo's Contributing Flow %	4%	22%
Estimated	\$ 29,702	\$ 7,956
BMP Credit	\$	37,658

*The vaule of the city property will be appraised. The BMP credit table will be updated based on the appraised vaule.

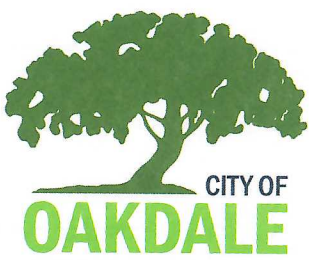


Exhibit D

1584 Hadley Avenue N | Oakdale, MN 55128
651-739-5086 | www.ci.oakdale.mn.us

October 5, 2020

Kristina Handt, City Administrator
City of Lake Elmo
3800 Lavern Avenue North, Suite 100
Lake Elmo, MN 55042

SUBJECT: COUNTY ROAD 13 AND SANITARY SEWER EXTENSION (Revised 4p)

Dear Kristina:

Thank you to you, Mayor Pearson, and city staff for the productive meeting held at Oakdale City Hall on September 1, 2020. As a result of that discussion and subsequent communications, the City of Oakdale and Lake Elmo agree to the following:

1. The City of Oakdale will complete, and the City of Lake Elmo will pay the full cost of, both a sanitary service utility rate study and capital improvement study for determining the requirements for providing the 180-acre area in Lake Elmo with sanitary sewer service.
2. The City of Oakdale and Lake Elmo will work toward a cost sharing arrangement related to providing the 180-acre area in Lake Elmo with sanitary sewer service.
3. When approved by the Oakdale City Council, it is anticipated that we will provide the capacity and access to the lift station, which will be completed within 15 months, so Lake Elmo can extend the sewer to service the area.
4. The City of Lake Elmo will not issue planning or building permits for residential development for the 180-acre area for a period of 48 months, beginning from the date of completion of the sanitary service required to serve the 180-acre area.
5. The cities of Oakdale and Lake Elmo will split the city's share of the reconstruction of CSAH 13, as determined by Washington County, with Oakdale's share being 56% and Lake Elmo's share being 44%.

Sincerely,

Christina M. Volkers,
City Administrator

**COOPERATIVE AGREEMENT BETWEEN THE CITY OF LAKE ELMO
AND WASHINGTON COUNTY FOR MAINTENANCE OF COUNTY
STATE AID HIGHWAY (CSAH) 13, FROM 800 FEET NORTH
OF CSAH 14 to 44TH STREET NORTH**

WASHINGTON COUNTY	
CONTRACT NO.	14180
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".

WITNESSETH:

WHEREAS, the County intends to construct County State Aid Highway (CSAH) 13 (Ideal Avenue N.) from 800 feet N. of CSAH 14 (34th Street N.) to 44th Street N. in the Cities of Lake Elmo and Oakdale, herein referred to as the "Project" and shown in Exhibit A; and

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

WHEREAS, the County is entering into separate Cost Share and Maintenance Agreements with each City to reflect their contribution to the project; and

WHEREAS, the Cities of Lake Elmo and Oakdale have entered into a separate cost share agreement with each other; and

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 and shall consist of this Agreement, Exhibit A (Location Map), Exhibit B (Stormwater Basin #1), and Exhibit C (Stormwater Basin #2).

B. MAINTENANCE/OWNERSHIP

1. Upon completion of the project, the City shall own and maintain the following under this project:
 - a. Municipal Utilities, including water main and roadway lighting.
 - b. Pavement markings. The City shall own and maintain all crosswalk and pavement markings on its City right-of-way.
 - c. Signing. All permanent roadway signing on City roads will be controlled by the City.
 - d. Pavement. The City shall own and maintain all pavement systems constructed in City right-of-way.
 - e. Curb and gutter. The City shall own and maintain all curb and gutter on its City right-of-way existing or constructed under this project.
2. Upon completion of this project the County shall own and maintain the following under this project:
 - a. Storm sewer. The County shall own and maintain the storm sewer trunk line and catch basin and leads on its County right-of-way existing or constructed under this project.
 - b. Stormwater Basins. The County shall own and participate with the City in maintenance of the stormwater basins as outlined in Section B.3.a.
 - c. Pavement markings. The County shall own and maintain all crosswalk and pavement markings on its County right-of-way.
 - d. Signing. All permanent roadway signing on County roads will be controlled by the County.
 - e. Pavement. The County shall own and maintain all pavement systems constructed in County right-of-

way.

- f. With respect to the constructed corridor boulevard, the County will mow the corridor boulevards a minimum of twice per year.
 - g. Curb and gutter. The County shall own and maintain all curb and gutter on its County right-of-way existing or constructed under this project.
 - h. Retaining walls and fencing. The County shall perform maintenance of the retaining wall located along the east side of CSAH 13 and within the County right-of-way.
 - i. Guardrail. The County shall own and maintain the guardrail located in the boulevard adjacent to the retaining wall addressed in B.2.h.
 - j. Trail and pedestrian ramps located within the County right-of-way; The County will own and perform major maintenance of trails and pedestrian ramps. Major maintenance shall include repair and/or replacement of pedestrian ramp panels and failing trail segments.
3. Upon completion of the project, the following applies to the City and County:
- a. The City shall participate with the County and others in major maintenance costs of the Stormwater Basins (see Exhibit B and C).
 - 1) Major maintenance, as determined by the County Engineer, shall include:
 - i. Removal of sediment from the basin to restore the basin to its original volume. This task will be considered major when the original basin storage volume has been reduced to 50%.
 - ii. Restoring the infiltration capacity of underlying soils and/or infiltration media.
 - iii. Stabilizing surface and side slope disturbances.
 - iv. Inlet and outlet pipe, structure, and apron repair and/or replacement.
 - 2) Contribution to major maintenance costs shall be based on contributing flows at the time of construction. Contributing flows are as follows:
 - i. Stormwater Basin #1
 - 1. City of Lake Elmo: 6%
 - 2. Washington County: 94%
 - ii. Stormwater Basin #2
 - 1. City of Lake Elmo: 22%
 - 2. City of Oakdale: 21%
 - 3. Washington County: 57%
 - 3) The City shall not participate in any minor maintenance of the storm water basin systems.
4. All maintenance required to be performed by this Agreement by the Parties shall be performed in a manner which shall be at the sole discretion of the party so obligated.
5. The City and County will follow work zone traffic control procedures required in the Minnesota Manual of Uniform Traffic Control Devices for all maintenance activities.
6. The County and City will notify each other at least 24 hours in advance of any maintenance activities requiring a lane closure for work within the other party's right-of-way.
7. The County will control all parking and other regulations on County roads, subject to any previous Agreements between the City and 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 City and all other persons employed by the City 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 County 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 City 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 County.

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).

F. CONDITIONS

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

G. DATA PRACTICES

All data collected, created, received, maintained, 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.

H. TERM

This Agreement shall remain in full force and effect until terminated by mutual Agreement of the parties.

I. COUNTERPARTS

This Agreement may be executed in counterparts.

J. SEVERABILITY

If any provision or provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

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

WASHINGTON COUNTY

Chair Date
Board of Commissioners

Kevin Corbid Date
County Administrator

Approved as to form:

Assistant County Attorney Date

CITY OF LAKE ELMO

Mayor Date

City Administrator Date

Approved as to form:

City Attorney Date

**CSAH 13 (IDEAL AVE N)
800' NORTH OF CSAH 14
TO 44TH ST N**

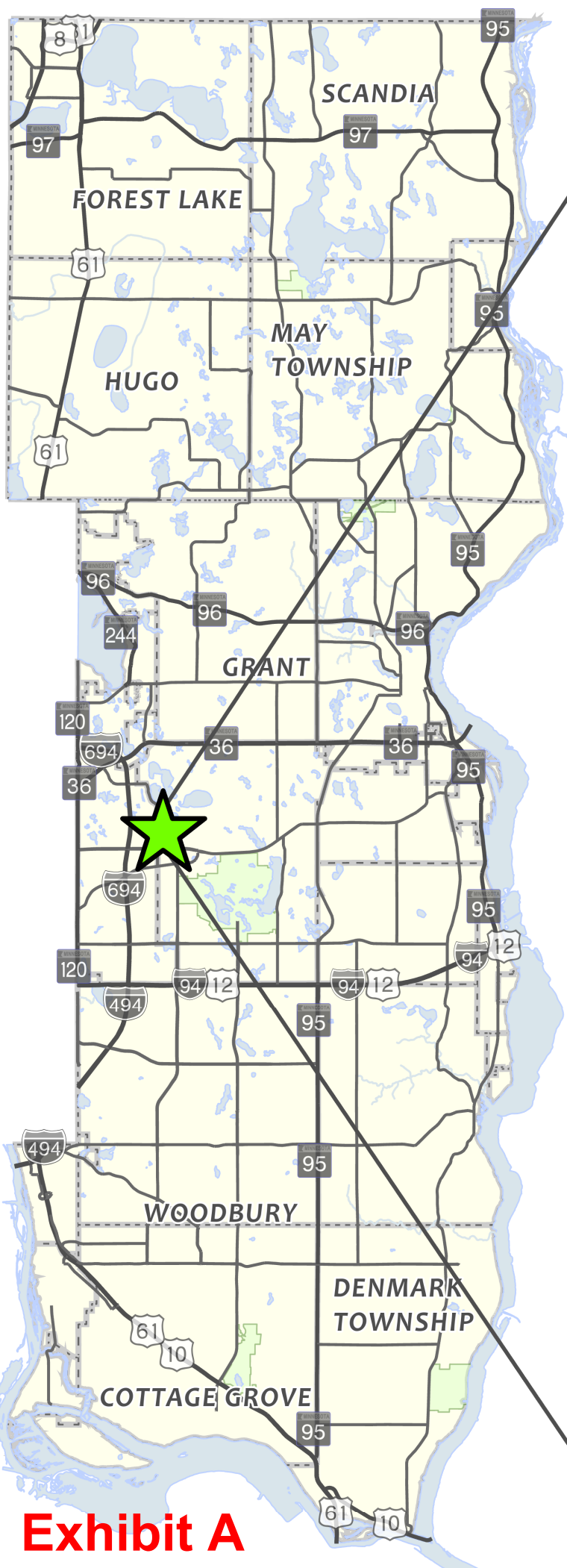
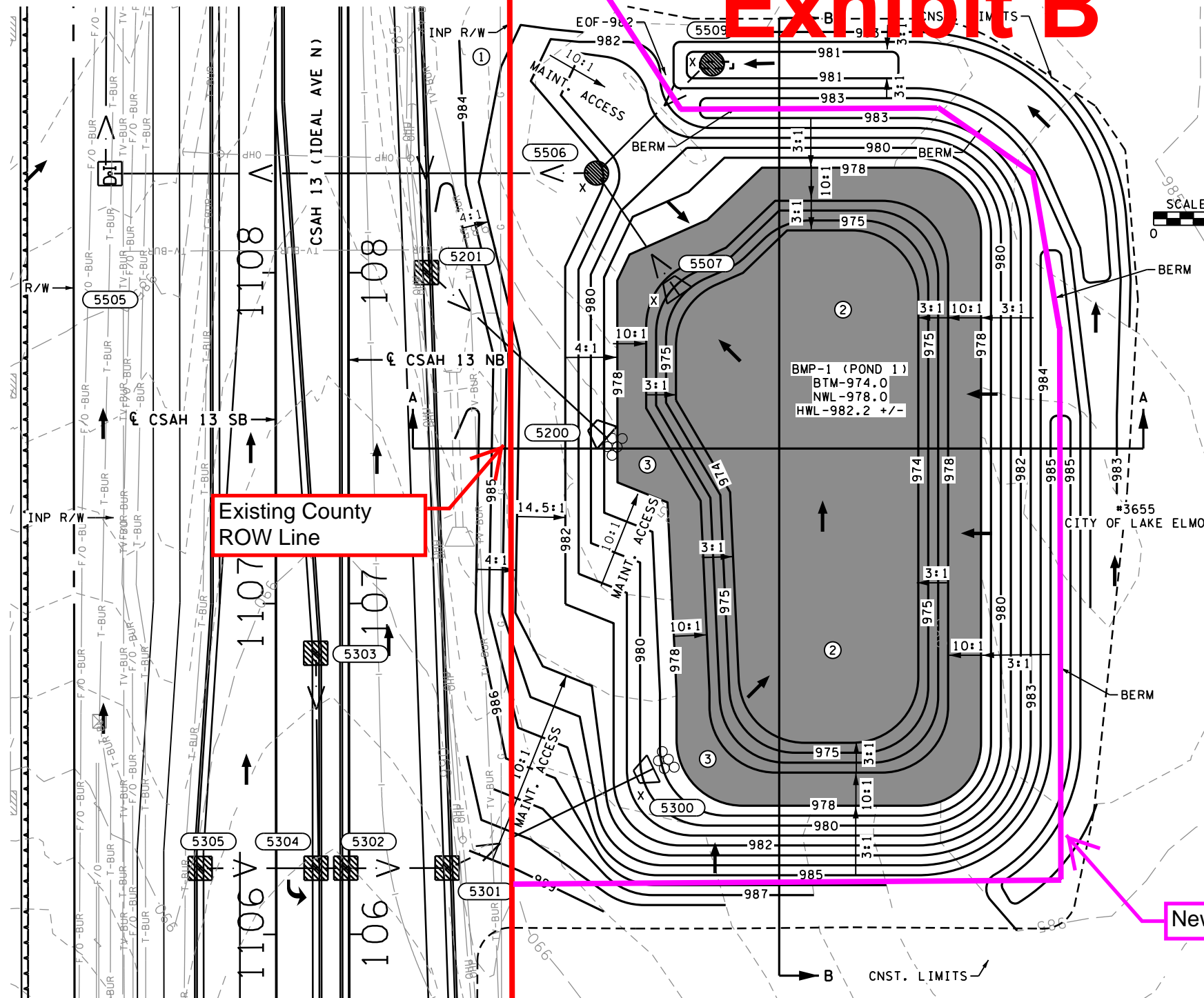


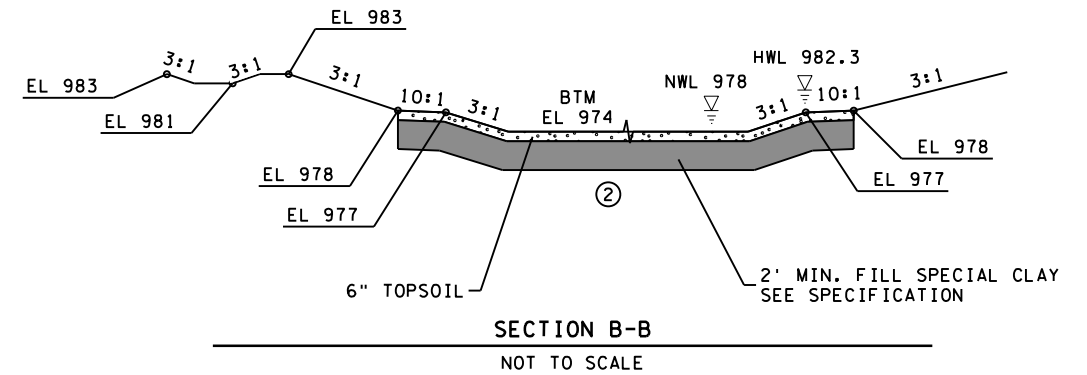
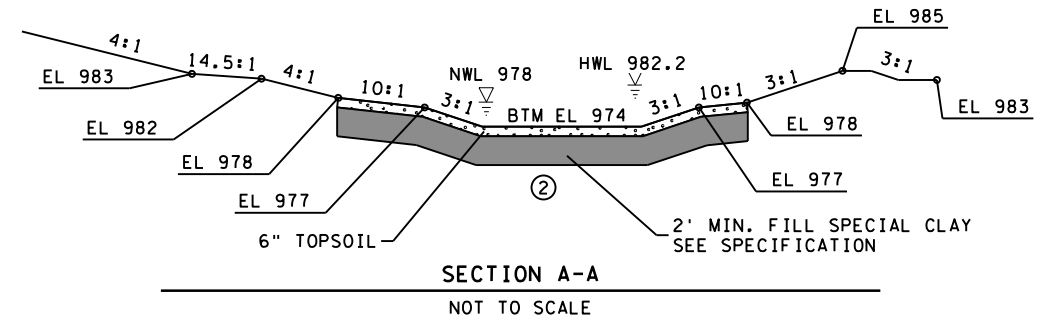
Exhibit A

Exhibit B



NOTES:

- EXISTING DRAINAGE PATTERNS AND POSITIVE DRAINAGE FROM THE SITE DOWNSTREAM SHALL BE MAINTAINED UNTIL PROPOSED SYSTEM IS OPERATIONAL OR AS DIRECTED BY THE ENGINEER.
- FILL SPECIAL-CLAY INSTALLATION SHALL BE STAGED TO ALLOW FOR FINAL GRADING AND TURF ESTABLISHMENT.
- FINAL BASIN GRADING SHALL BE CONDUCTED TO REMOVE ANY SEDIMENT DEPOSITED PRIOR TO ACCEPTANCE.



GENERAL NOTES:

- PERFORM CONTINUOUS INSPECTIONS OF EROSION CONTROL PRACTICES, ESPECIALLY AFTER EACH RAINFALL EVENT. SEE SHEETS 131 TO 133 FOR TURF ESTABLISHMENT & EROSION CONTROL.
- CONTOURS ARE TO FINISHED GROUND GRADE (TOP OF TOPSOIL).
- EXISTING GROUND AND PROPOSED GROUND CONTOURS ARE APPROXIMATE. EXACT CONTOURS SHALL BE DETERMINED IN THE FIELD BY ENGINEER.
- EXCAVATION OF THE BMP REQUIRES A TOOTHED BUCKET TO AVOID COMPACTING OR SMEARING SOILS.
- GRADING OF THE BMP REQUIRES USE OF LOW-IMPACT EARTH-MOVING EQUIPMENT TO PREVENT COMPACTATION OF THE UNDERLYING SOILS. SMALL TRACKED DOZERS AND BOBCATS WITH RUNNER TRACKS ARE RECOMMENDED.
- INSTALL ALL UTILITIES PRIOR TO SETTING FINAL GRADE OF BMP.
- IF BMP AREA IS BEING USED AS TEMPORARY SEDIMENT BASIN DURING CONSTRUCTION, LEAVE A MINIMUM OF 2 FEET OF COVER OVER THE FINISHED GRADE ELEVATION TO PROTECT THE UNDERLYING SOILS.
- ENSURE ALL CRITICAL ELEVATIONS ARE CORRECT PRIOR TO TOPSOIL PLACEMENT. A 6-INCH LAYER OF TOPSOIL SHALL BE PLACED ON THE EXPOSED POND SLOPES TO SUPPORT VEGETATION.
- SEEDING AND INSTALLATION OF EROSION CONTROL BLANKET SHALL BE COMPLETED WITHIN 48 HOURS OF FINAL GRADING.
- SEE SHEETS 117 TO 125 FOR DRAINAGE PROFILES AND TABULATIONS.
- FINISHED SLOPE GRADES ARE LISTED AS HORIZONTAL TO VERTICAL (H:V).

LEGEND

	RANDOM RIPRAP		INPLACE STORM SEWER
	DRAINAGE STRUCTURES		CONSTRUCTION LIMITS
	APRON		RIGHT OF WAY
	STORM SEWER PIPE		DRN AND UTL EASEMENT
	STRUCTURE NUMBER		EXISTING CONTOURS
	SURFACE FLOW DIRECTION		PROPOSED CONTOURS

NO.	DATE	BY	CHK	REVISIONS

Design By:	TAW
Plan By:	TAW
Checked By:	EAE
Approved By:	EAE
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.	
PRINT NAME:	EARTH A. EVANS, PE
DATE:	6/28/2021
LICENSE #:	44235



CSAH 13 (Ideal Ave)
Phase 2 Improvements

WASHINGTON COUNTY, MINN.

BMP 1 - CSAH 13 WET POND
GRADING PLAN
SAP 082-613-042, SAP 185-020-007, CP 22-11319

SHEET
126
OF
146
SHEETS

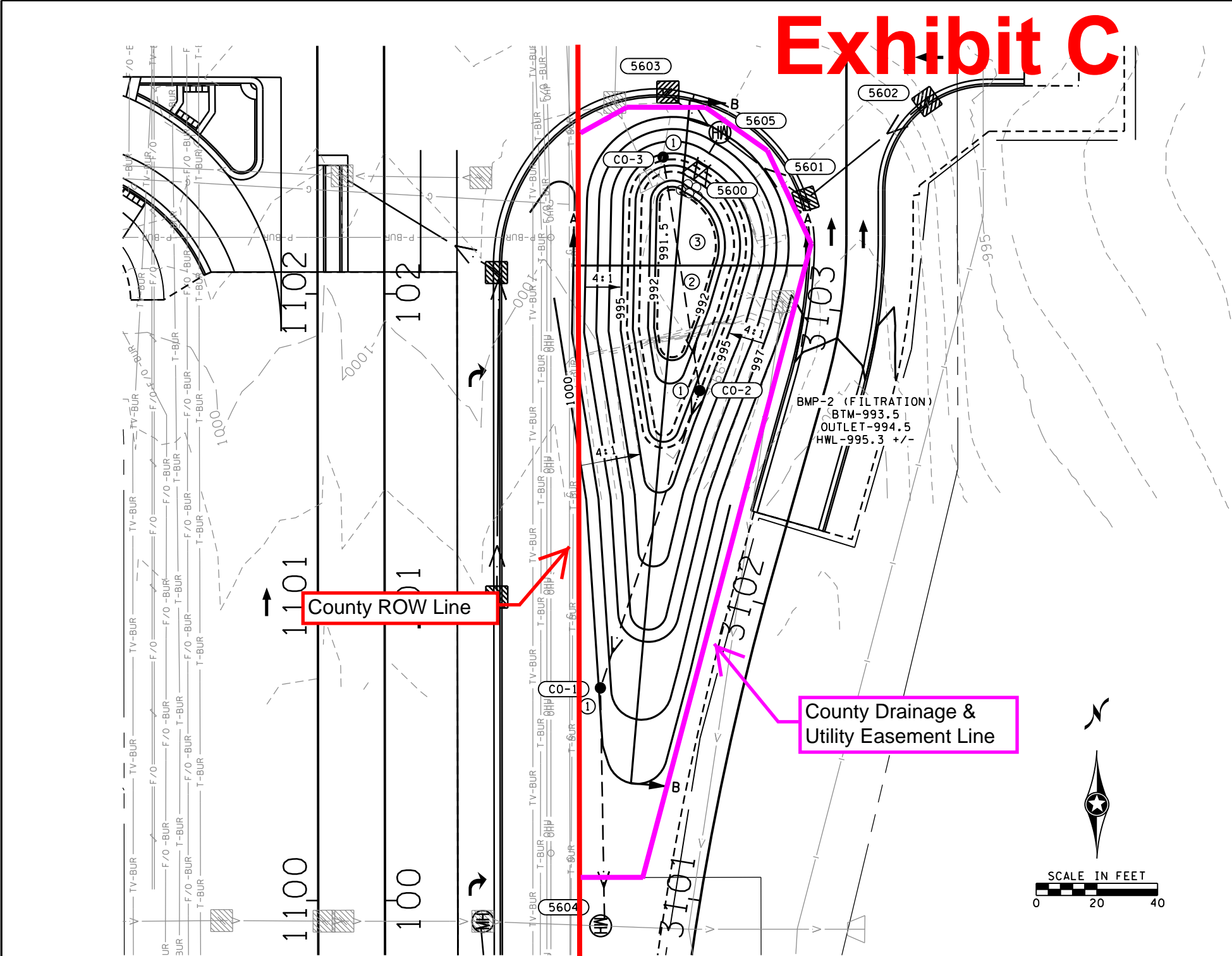
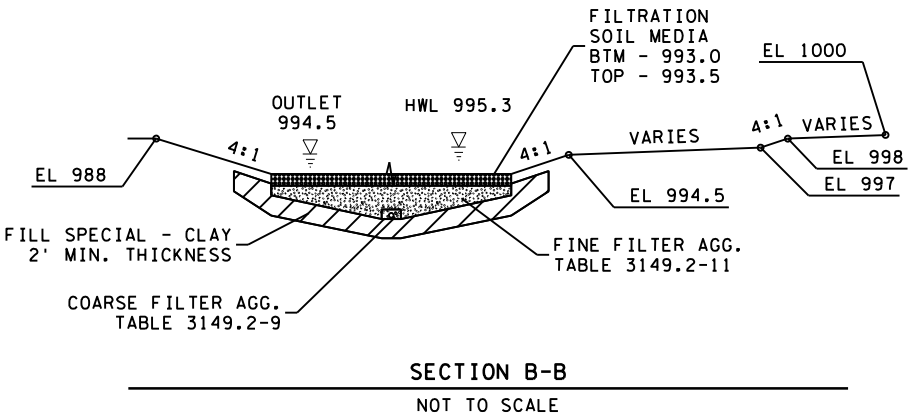
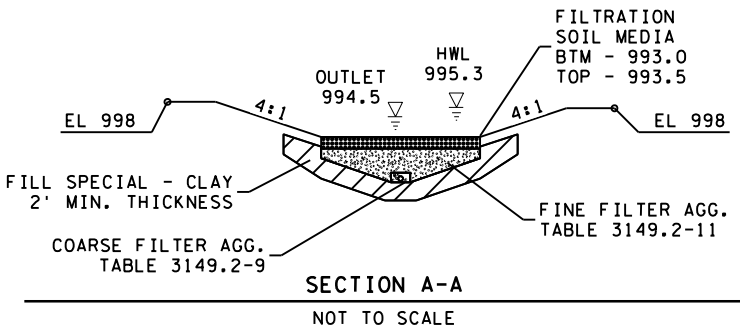


Exhibit C


- NOTES:
- SEE DRAINAGE DETAIL SHEET 114 FOR CLEANOUTS (DES. SP. 3) AND DRAINTILE TRENCH.
 - SEE SHEET 125 FOR DRAINTILE TABULATION.
 - FILTRATION SOIL MEDIA SHALL COVER THE 993.5 ELEVATION FINE FILTER AGGREGATE SHALL START AT ELEVATION 993.0 WITH A MIN. THICKNESS OF 1.0' AND TAPER TO THE COARSE FILTER AGGREGATE AT THE PERFORATED DRAINTILE FROM CO-2 TO CO-3 AT A MINIMUM 1.5' DEPTH. SEE SPECIFICATION FOR SOIL FILTER MEDIA COMPOSITION.



- GENERAL NOTES:
- PERFORM CONTINUOUS INSPECTIONS OF EROSION CONTROL PRACTICES, ESPECIALLY AFTER EACH RAINFALL EVENT. SEE SHEETS 131 TO 133 FOR TURF ESTABLISHMENT & EROSION CONTROL.
 - CONTOURS ARE TO FINISHED GROUND GRADE (TOP OF TOPSOIL) ABOVE ELEV. 993.5. CONTOURS BELOW 993.5 ARE TO TOP OF CLAY PRIOR TO FILTRATION SYSTEM INSTALLATION. BOTTOM OF CLAY REQUIRES 2' OF ADDITIONAL EXCAVATION.
 - EXISTING GROUND AND PROPOSED GROUND CONTOURS ARE APPROXIMATE. EXACT CONTOURS SHALL BE DETERMINED IN THE FIELD BY ENGINEER.
 - EXCAVATION OF THE BMP REQUIRES A TOOTHED BUCKET TO AVOID COMPACTING OR SMEARING SOILS.
 - GRADING OF THE BMP REQUIRES USE OF LOW-IMPACT EARTH-MOVING EQUIPMENT TO PREVENT COMPACTION OF THE UNDERLYING SOILS. SMALL TRACKED DOZERS AND BOBCATS WITH RUNNER TRACKS ARE RECOMMENDED.
 - INSTALL ALL UTILITIES PRIOR TO SETTING FINAL GRADE OF BMP.
 - IF BMP AREA IS BEING USED AS TEMPORARY SEDIMENT BASIN DURING CONSTRUCTION, LEAVE A MINIMUM OF 2 FEET OF COVER OVER THE FINISHED GRADE ELEVATION TO PROTECT THE UNDERLYING SOILS.
 - ENSURE ALL CRITICAL ELEVATIONS ARE CORRECT PRIOR TO TOPSOIL PLACEMENT. A 6-INCH LAYER OF TOPSOIL SHALL BE PLACED ON THE EXPOSED POND SLOPES TO SUPPORT VEGETATION.
 - SEEDING AND INSTALLATION OF EROSION CONTROL BLANKET SHALL BE COMPLETED WITHIN 48 HOURS OF FINAL GRADING.
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LEGEND			
	RANDOM RIPRAP		INPLACE STORM SEWER
	DRAINAGE STRUCTURES		CONSTRUCTION LIMITS
	APRON		RIGHT OF WAY
	STORM SEWER PIPE		DRN AND UTL EASEMENT
	STRUCTURE NUMBER		EXISTING CONTOURS
	SURFACE FLOW DIRECTION		PROPOSED CONTOURS

NO.	DATE	BY	CHK	REVISIONS

Design By:	TAW	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
Plan By:	TAW	
Checked By:	EAE	
Approved By:	EAE	
PRINT NAME: EARTH A. EVANS, PE		
		
DATE	6/28/2021	LICENSE # 44235



CSAH 13 (Ideal Ave)
Phase 2 Improvements

WASHINGTON COUNTY, MINN.
BMP 2 - CSAH 13 FILTRATION BASIN
GRADING PLAN
SAP 082-613-042, SAP 185-020-007, CP 22-11319

SHEET
127
OF
146
SHEETS