



STAFF REPORT

DATE: May 16, 2023

CONSENT

AGENDA ITEM: Approve the CSAH-13 Traffic Control Signal Maintenance Agreement between Washington County, Lake Elmo and Oakdale

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 CSAH-13 Traffic Control Signal Maintenance Agreement (Agreement No. 15374 & 15375) between Washington County, the City of Lake Elmo and the City of Oakdale?

BACKGROUND: Washington County is updating certain traffic control signal agreements to improve consistency of maintenance responsibilities for signalized intersections on County State Aid Highways.

PROPOSAL DETAILS/ANALYSIS: Washington County has prepared Traffic Control Signal Maintenance Agreement No. 15374 & 15375 to supersede and replace Washington County Contract No. 318, Washington County Contract No. 1778, and Washington County Contract No. 1775, for the maintenance responsibilities at three (3) intersections along County State Aid Highway (CSAH) No. 13.

- CSAH 13 (Ideal Avenue) and CSAH 14 (34th Street North), referred to as “System A”.
- CSAH 13 (Ideal Avenue) and CSAH 10 (10th Street North), referred to as “System B”.
- CSAH 13 (Ideal Avenue) and 4th Street North/Hudson Boulevard, referred to as “System C”.

A summary of the changes to the maintenance responsibilities are as follows and as shown on the attached Exhibit:

- The County takes over power at System A and System B. Each city sheds power costs at one signal at approximately \$800-\$1,000 per year per intersection.
- Lake Elmo would assume 50% of the power costs at System C.
- Lake Elmo and Oakdale will split luminaire costs by geographic location instead of per intersection. This change slightly favors Oakdale who is currently paying 2 of 3 intersections while Lake Elmo is only paying for 1 intersection.
- County formally assumes ownership and maintenance over the EVP, optical detectors, control electronics, crosswalk markings, and location of underground components per Gopher State One Call (GSOC).

FISCAL IMPACT: No cost estimates have been developed for the ongoing maintenance and replacement costs for the 3 traffic signals.

RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the Consent Agenda*, a Resolution approving the Traffic Control Signal Maintenance Agreement 15374 & 15375 with Washington County, the City of Lake Elmo, and the City of Oakdale. If removed from the *consent agenda*, the recommended motion for the action is as follows:

“Move to approve Resolution No. 2023-044 approving the Traffic Control Signal Maintenance Agreement 15374 & 15375 with Washington County, the City of Lake Elmo, and the City of Oakdale”.

ATTACHMENTS:

1. Resolution Approving Traffic Control Signal Maintenance Agreement 15374 & 15375.
2. Traffic Control Signal Maintenance Agreement No. 15374 & 15375.
3. Summary of Existing and Proposed Maintenance Responsibilities.

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

**RESOLUTION NO. 2023-044
A RESOLUTION APPROVING TRAFFIC CONTROL SIGNAL
MAINTENANCE AGREEMENT NO. 15374 AND 15375
WITH WASHINGTON COUNTY, LAKE ELMO, AND OAKDALE**

WHEREAS, traffic control signals have been installed pursuant to prior agreements between the County, Lake Elmo, and/or Oakdale at various locations along the boundary between Lake Elmo and Oakdale along County State Aid Highway (CSAH) No. 13 at its intersection with CSAH 14 (34th Street North), hereinafter referred to as “System A”, and at its intersection with CSAH 10 (10th Street North), hereinafter referred to as “System B”, and at its intersection with 4th Street North and Hudson Blvd, hereinafter referred to as “System C”; and

WHEREAS, the County and the Cities seek to improve the consistency of maintenance responsibilities for signalized intersections on County State Aid Highways along the boundary between Lake Elmo and Oakdale as specified in this agreement; and

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

NOW, THEREFORE, BE IT RESOLVED,

1. That Traffic Control Signal Maintenance Agreement No. 15374 & 15375 between Washington County, the City of Lake Elmo, and the City of Oakdale 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 SIXTEENTH DAY OF MAY, 2023.

CITY OF LAKE ELMO

By: _____
Charles Cadenhead
Mayor

(Seal)
ATTEST:

Julie Johnson
City Clerk

**TRAFFIC CONTROL SIGNAL MAINTENANCE AGREEMENT
BETWEEN WASHINGTON COUNTY
AND THE CITIES OF OAKDALE AND LAKE ELMO
FOR MAINTENANCE OF TRAFFIC CONTROL SIGNALS
AT VARIOUS LOCATIONS ON COUNTY STATE AID HIGHWAY 13**

WASHINGTON COUNTY	
CONTRACT NO.	15374 & 15375
DEPT.	PUBLIC WORKS
DIVISION	TRANSPORTATION
TERM	PERPETUAL

THIS AGREEMENT, by and between the County of Washington, a political subdivision of the State of Minnesota, (hereinafter referred to as the "County"), the City of Lake Elmo, Minnesota, a municipal corporation (hereinafter referred to as "Lake Elmo"), and the City of Oakdale, a municipal corporation (hereinafter referred to as "Oakdale") (sometimes referred to collectively with Lake Elmo as the "Cities"), shall consist of this agreement and Exhibit A.

WITNESSETH:

WHEREAS, traffic control signals have been installed pursuant to prior agreements between the County, Lake Elmo, and/or Oakdale at various locations along the boundary between Lake Elmo and Oakdale along County State Aid Highway (CSAH) No. 13 at its intersection with CSAH 14 (34th Street North), hereinafter referred to as "System A", and at its intersection with CSAH 10 (10th Street North), hereinafter referred to as "System B", and at its intersection with 4th Street North and Hudson Blvd, hereinafter referred to as "System C"; and

WHEREAS, the County and the Cities seek to improve the consistency of maintenance responsibilities for signalized intersections on County State Aid Highways along the boundary between Lake Elmo and Oakdale as specified in this agreement; and

WHEREAS, this Agreement is made pursuant to statutory authority contained in Minnesota Statutes Section 162.17, sub.1, and Minnesota Statutes Section 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. PRIOR AGREEMENTS

1. This agreement shall supersede and replace Washington County Contract Number 318, also known as Minnesota Transportation Department Traffic Control Signal Agreement No. 76658, signed by Washington County on September 2, 1997, between Oakdale, the County, and the Minnesota Department of Transportation pertaining to the maintenance of System A located on Ideal Avenue North, designated as County State Aid Highway No. 13, at its intersection with 34th Street North, designated as County State Aid Highway No. 14 and previously designated as Trunk Highway No. 5, on the boundary of Lake Elmo and Oakdale ("Contract 318"). Contract 318 was previously terminated by the Minnesota Department of Transportation.
2. This agreement shall supersede and replace Washington County Contract Number 1778, signed by Washington County on March 25, 2002, between Lake Elmo and the County pertaining to the maintenance of System B, located on Inwood Avenue North, designated as County State Aid Highway No. 13, at its intersection with 10th Street North, designated as County State Aid Highway No. 10, on the boundary of Lake Elmo and Oakdale ("Contract 1778"). Contract 1778 shall terminate on the effective date of this agreement.
3. This agreement shall supersede and replace Washington County Contract Number 1775, signed by Washington County on March 25, 2002, between Oakdale and the County pertaining to the

maintenance of System C, located on Inwood Avenue North, designated as County State Aid Highway No. 13, at its intersection with 4th Street North and Hudson Boulevard, on the boundary of Lake Elmo and Oakdale ("Contract 1775"). Contract 1775 shall terminate on the effective date of this agreement.

C. MAINTENANCE RESPONSIBILITIES

1. This agreement and all of its provisions shall apply only to the following three traffic control signal systems, as described below and shown in Exhibit A:
 - a. The traffic signal system located on Ideal Avenue North, designated as County State Aid Highway No. 13, at its intersection with 34th Street North, designated as County State Aid Highway No. 14, said intersection being located approximately 660 feet south of the east quarter corner of Section 17, Township 29 North, Range 21 West, as shown in Exhibit A as "System A".
 - b. The traffic signal system located on Inwood Avenue North, designated as County State Aid Highway No. 13, at its intersection with 10th Street North, designated as County State Aid Highway No. 10, said intersection being located approximately at the south quarter corner of Section 28, Township 29 North, Range 21 West as shown in Exhibit A as "System B".
 - c. The traffic signal system located on Inwood Avenue North, designated as County State Aid Highway No. 13, located on Inwood Avenue North, designated as County State Aid Highway No. 13, at its intersection with 4th Street North and Hudson Boulevard, said intersection being located approximately at the southwest corner of the northwest quarter of the southeast quarter of Section 33, Township 31 North, Range 21 West as shown in Exhibit A as "System C".
2. The County shall own the traffic control signal systems and all of their components and shall, at its sole cost and expense, operate, maintain and keep in repair the traffic control signal systems including but not limited to the relamping of vehicular and pedestrian traffic signal indications, cleaning and maintenance of the control cabinet, maintenance of the Emergency Vehicle Preemption (EVP) system, attached signage, traffic signal interconnection, communications, and master controller, battery backup, vehicle detection cameras, and repair of any and all physical damage, except as set forth in the following sections. Battery backup systems are not installed at this time and this agreement does not compel the installation of such systems nor does it assign responsibility for cost share of installation of such systems.
3. The County shall, at its sole cost and expense, pay all monthly electrical service expenses necessary to operate System A and System B, 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.

Monthly electrical service expenses necessary to operate System C and its integral streetlights, including the cost of establishing and perpetuating a connection to the electrical grid and subsequent ongoing electrical service expenses, shall be paid as follows;

 - 50% of electrical expenses shall be paid by Lake Elmo
 - 50% of electrical expenses shall be paid by Oakdale
 - The County shall receive and pay all such invoices and invoice Lake Elmo and Oakdale semi-annually
4. The County shall, at the sole cost and expense of Lake Elmo, maintain and keep in repair the integral luminaires (overhead streetlights) located at System A, System B, and System C for which the structural foundation of the luminaire is located within Lake Elmo, 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.

The County shall, at the sole cost and expense of Oakdale, maintain and keep in repair the integral luminaires (overhead streetlights) located at System A, System B, and System C for which the structural foundation of the luminaire is located within Oakdale, 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 traffic signal systems. However, the County was heretofore responsible for paint maintenance at System A, System B, and System C covered by this agreement and therefore the County shall, at its sole cost, expense, and discretion, clean and paint the traffic signal systems and luminaire extensions at System A, System B, and System C. The County reserves the right to replace traffic signal system components with unpainted components at its sole discretion. Oakdale or Lake Elmo, at their respective discretion, may request in writing that the County paint the traffic control signal system and integral streetlights at the sole cost and expense of the requesting 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 systems as required by the Gopher State One Call system and Minnesota Statutes Chapter 216D.
7. The County shall, at its sole cost and expense, be responsible for maintenance of crosswalk markings on all legs of System A, System B, and System C at its sole discretion, except that the County may require Lake Elmo or Oakdale or other parties to replace crosswalk markings which are removed or damaged by pavement work or pavement marking removal effected by those respective parties.
8. Any EVP equipment currently installed on the signals 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 respective city for such transfer.
9. The Cities shall not revise by addition or deletion, nor alter or adjust any component, part, sequence, or timing of the aforesaid traffic control signal systems 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.
10. 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 Cities 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 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. The timing of said EVP systems shall be determined by the County.

D. CIVIL RIGHTS AND NON-DISCRIMINATION

The provisions of Minnesota Statutes Section 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.

E. WORKERS COMPENSATION

It is hereby understood and agreed that any and all employees of the respective cities, and all other persons employed by the cities, 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 Minnesota Worker's Compensation Act 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 each respective city's employees while so engaged in 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 Cities, 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 in 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 Cities.

F. INDEMNIFICATION

1. The Cities agree that each will independently defend, indemnify, and hold harmless the County against any and all liability, loss, damages, costs, and expenses the County may hereafter sustain, incur, or be required to pay by reason of any negligent act by such city, its agents, officers or employees during the performance of this agreement.
2. The County agrees that it will defend, indemnify, and hold harmless each of the Cities against any and all liability, loss, damages, costs, and expenses which such 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 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 Statutes Section 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 Minnesota Statutes Section 466.04, subd. 1(a).

G. DATA PRIVACY

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 (the "MGDPA"), Minnesota Statutes Section 13.01, et seq., or any other applicable state statutes and state rules adopted to implement the MGDPA, as well as state statutes and federal regulations relating to data privacy.

H. CONDITIONS

Neither Lake Elmo nor Oakdale shall assess or otherwise recover any portion of its cost for this project through special assessment of County-owned property

I. TERM

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

J. COUNTERPARTS

This Agreement may be executed in counterparts.

K. 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 Board of Commissioners Date

County Administrator Date

Approved as to form:

John A. Ristad 3/21/2023
Assistant County Attorney Date

CITY OF OAKDALE

[Signature] 4/11/23
Mayor Date

[Signature] 4-11-2023
City Administrator Date

Approved as to form:

[Signature] 4/25/23
City Attorney Date

CITY OF LAKE ELMO

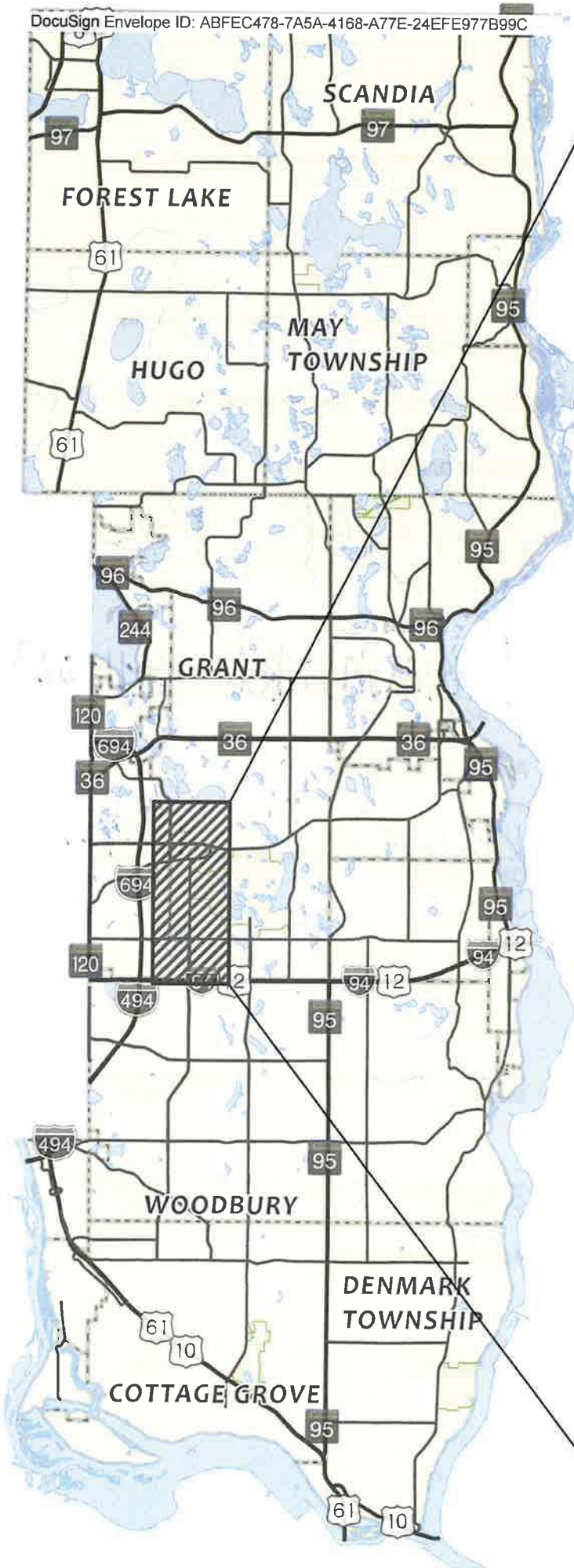
Mayor Date

City Clerk Date

Approved as to form:

City Attorney Date

EXHIBIT A



CURRENT	Relamp	Paint	Cabinet	Power	EVP	Luminaires	Crosswalks?
14/13	County	County	County	Oakdale	County	Oakdale	Silent
10/13	County	County	County	Lake Elmo	County bills Lake Elmo	Lake Elmo	Silent
4 th /13	County	County	County	Oakdale	County bills Oakdale	Oakdale	Silent
PROPOSED:							
14/13	County	County	County	County	County	County bills city based on location	County
10/13	County	County	County	County	County	County bills city based on location	County
4 th /13	County	County	County	Cities Split it 50/50	County	County bills city based on location	County

Summary of changes:

- County takes over power at 10/13 and 14/13 (Each city sheds one signal, about \$800-\$1000/yr per intersection? – Cities would know actual costs).
- Lake Elmo would start paying half the cost of power at 4th, currently not paying anything. County could pay it monthly and bill cities annually.
- Cities would split luminaire costs by actual geography instead of per intersection. Slightly favors Oakdale (currently pays 2 of 3 intersections) but depends on which lights need maintenance.
- County formally takes over EVP, crosswalks, GSOC, fiber/modem/ATMS, etc but we haven't been billing for that anyway.