

Resolution No. 2002-015

MINNESOTA TRANSPORTATION DEPARTMENT

TRAFFIC CONTROL SIGNAL

AGREEMENT NO. 82650M

BETWEEN

THE STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION

AND

THE COUNTY OF WASHINGTON

AND

THE CITY OF LAKE ELMO

TO

Provide Maintenance and Electrical Energy for the new Traffic Control Signal with Street Lights, Emergency Vehicle Pre-emption, Signing and Interconnect on Trunk Highway No. 94 North Ramps at County State Aid Highway No. 13 (Radio Drive); and for the existing Traffic Control Signal with Street Lights, Emergency Vehicle Pre-emption, Signing and Interconnect on Trunk Highway No. 94 South Ramps at County State Aid Highway No. 13 (Radio Drive) in Lake Elmo and Woodbury, Washington County, Minnesota.

S.P. 8282-97

S.A.P. 82-613-13

Prepared by Traffic Engineering

ESTIMATED AMOUNT RECEIVABLE

None

AMOUNT ENCUMBERED

None

Otherwise Covered

PARTIES

THIS AGREEMENT is entered into by the Minnesota Department of Transportation, (State), and the County of Washington, (County), and the City of Lake Elmo, (City).

RECITALS

Minnesota Statutes Section 161.20 authorizes the Commissioner of Transportation to enter into agreements with any governmental authority for the purposes of constructing, maintaining and improving the Trunk Highway system.

The parties desire to install a new traffic control signal including street lights, interconnect and signing (Traffic Control Signal) on Trunk Highway No. 94 North Ramps at County State Aid Highway No. 13 (Radio Drive); and provide maintenance and electrical energy for the existing traffic control signal including street lights, interconnect and signing, (Traffic Control Signal) on Trunk Highway No. 94 South Ramps at County State Aid Highway No. 13 (Radio Drive).

The City and County requests and the State agrees/agreed to the installation of Emergency Vehicle Pre-emption Systems, (EVP System(s)), as a part of the new and existing Traffic Control Signal installations.

It is considered in the public's best interest for the County to provide a new cabinet and control equipment (County-furnished Materials) to operate the new Traffic Control Signal.

The County, City and the State will participate in the maintenance and operation of the new and existing Traffic Control Signals and EVP Systems.

CONTRACT

1. The County will prepare the necessary plan, specifications and proposal, (Preliminary Engineering). The County will also perform all necessary construction inspection, (Engineering and Inspection).

2. The County with its own resources or by contract will install the new Traffic Control Signal and EVP System on Trunk Highway No. 94 North Ramps at County State Aid Highway No. 13 (Radio Drive) pursuant to the plan and specifications for State Project No. 8282-97 and State Aid Project No. 82-613-13. The State's and County's cost participation for the new Traffic Control Signal and EVP System and for the County-furnished Materials for this project will be covered in the Municipal Agreement, between the parties.

3. The City will be responsible for the cost and application to secure an adequate power supply to the service pad

or pole. Upon completion of this project, the City will thereafter pay all monthly electrical service expenses necessary to operate the new Traffic Control Signal and EVP System on Trunk Highway No. 94 North Ramps at County State Aid Highway No. 13 (Radio Drive).

4. Upon completion of this project, the responsibility for the new Traffic Control Signal [Trunk Highway No. 94 North Ramps at County State Aid Highway No. 13 (Radio Drive)] is as follows: a) The County will, at its cost and expense: (1) relamp the new traffic control signal; and (2) clean and paint the new traffic control signal, cabinet and luminaire mast arm extensions; b) The City will, at its cost and expense: (1) maintain the luminaires and all its components, including replacement of the luminaire if necessary; and (2) relamp the street lights; and c) The State will, at its cost and expense, maintain the signing and interconnect and perform all other new traffic control signal and street light maintenance, which all is to be performed by the County on a reimbursable basis.

5. Upon completion of this project, the County will continue to pay all monthly electrical service expenses necessary to operate the existing Traffic Control Signal and EVP System on

Trunk Highway No. 94 South Ramps at County State Aid Highway No. 13 (Radio Drive).

6. Upon completion of this project, the responsibility for the existing Traffic Control Signal [Trunk Highway No. 94 South Ramps at County State Aid Highway No. 13 (Radio Drive)] is as follows: a) The County will, at its cost and expense: (1) maintain the luminaires and all its components, including replacing the luminaire when necessary; (2) relamp the existing traffic control signal and street lights; and (3) clean and paint the existing traffic control signal, cabinet and luminaire mast arm extensions; and b) The State will, at its cost and expense, maintain the signing and interconnect and perform all other existing traffic control signal and street light maintenance, which all is to be performed by the County on a reimbursable basis.

7. The EVP Systems will be installed, operated, maintained, or removed in accordance with the following conditions and requirements:

- a) It shall be the State's responsibility, at its cost and expense, to maintain the EVP Systems which is to be performed by the County on a reimbursable basis.

- b) Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes Section 169.01, Subdivision 5. Authorized emergency vehicles may use emitter units only when responding to an emergency. The County and City will provide the State's Assistant Division Engineer or his/her designated representative a list of all vehicles with emitter units.
- c) Malfunction of the EVP Systems must be reported to the State immediately.
- d) In the event the EVP Systems or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph b above are violated, and such misuse or violation continues after the County or City receives written notice from the State, the State may remove the EVP Systems. Upon removal of the EVP Systems pursuant to this Paragraph, all of its parts and components become the property of the County.

e) All timing of the EVP Systems will be determined by the County's Traffic Engineer.

8. The County will maintain and keep in repair the new and existing Traffic Control Signals and EVP Systems. The County will operate the new and existing Traffic Control Signals and EVP Systems, including timing, as specified in Paragraphs 4, 6 and 7. The County will defend and indemnify the State from any claims arising out of the performance or non-performance of the County's obligations under this paragraph. The County's liability is governed by Minnesota Statutes Chapter 466 and other applicable law.

9. The County will invoice the State annually for the actual costs it incurs in maintaining and keeping in good repair the new and existing Traffic Control Signals and EVP Systems, as specified in Paragraphs 4, 6 and 7 excluding the following: Maintenance of the luminaires and all its components, including replacement of the luminaire if necessary; relamping the new and existing traffic control signals and street lights; and cleaning and painting the new and existing traffic control signals, cabinets, and luminaire mast arm extensions, assigned to the County or City by this Agreement. The invoice must be submitted, in quintuplicate to the State's Office of Maintenance - Electrical Section. The invoice must include a detailed

itemization of costs and be signed by a responsible County official, attesting to the validity of the expenses. Subject to State's approval of the expenses and encumbrance of funds, the State will promptly pay the invoice. The invoice, and any supporting documents are subject to audit by proper State officials, for a minimum of six years.

10. All timing of the new and existing Traffic Control Signals will be determined by the County's Traffic Engineer.

11. Each party will be solely responsible for its own acts and omissions, and the results thereof, to the extent authorized by law. The State's liability is governed by the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736. Each party will be solely responsible for its own employees for any Workers Compensation Claims.

12. The State or the County may terminate the terms and conditions covering maintenance and operation contained in Paragraphs 4, 6, 7, 8, 9 and 10, upon providing 30 days notice to the other parties. The County's termination must be accomplished by a resolution of the County Board. The State's termination must be accomplished by a letter from Mn/DOT's Assistant Commissioner. Upon termination, responsibility for the new and existing Traffic Control Signals and EVP Systems will be as follows: The responsibility for the new Traffic Control Signal

[Trunk Highway No. 94 North Ramps at County State Aid Highway No. 13 (Radio Drive)] is as follows: a) The County will, at its cost and expense: (1) relamp the new traffic control signal; and (2) clean and paint the new traffic control signal, cabinet and luminaire mast arm extensions; b) The City will, at its cost and expense: (1) maintain the luminaires and all its components, including replacement of the luminaire if necessary; and (2) relamp the street lights; and c) The State will, at its cost and expense, maintain the signing and interconnect and perform all other new traffic control signal and street light maintenance. The responsibility for the existing Traffic Control Signal [Trunk Highway No. 94 South Ramps at County State Aid Highway No. 13 (Radio Drive)] is as follows: a) The County will, at its cost and expense: (1) maintain the luminaires and all its components, including replacing the luminaire when necessary; (2) relamp the existing traffic control signal and street lights; and (3) clean and paint the existing traffic control signal, cabinet and luminaire mast arm extensions; and b) The State will, at its cost and expense, maintain the signing and interconnect and perform all other existing traffic control signal and street light maintenance. In addition, all timing of the new and existing Traffic Control Signals and EVP Systems will be

determined by the State, and no changes may be made except with the approval of the State.

13. Upon execution and approval by the County, the City and the State and completion of the construction work provided for herein, this agreement will supersede and terminate Agreement No. 74249, dated May 9, 1996, between the County, the City of Woodbury and the State.

14. Upon execution and approval by the County, the City and the State and completion of the construction work provided for herein, this agreement will supersede and terminate Agreement No. 74265-R, dated May 9, 1996, between the County and the State.

15. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

16. If the State fails to enforce any provisions of this Agreement, that failure does not waive the provision or its right to enforce it.

17. This Agreement contains all negotiations and agreements between the parties. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

18. Minnesota law governs this contract. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

19. This Agreement is effective on the date the State obtains all required signatures under Minnesota Statutes 16C.05, Subdivision 2, and will remain in effect until terminated by written agreement of the parties.

COUNTY OF WASHINGTON

APPROVED AS TO FORM:

County Attorney

By: _____
Chairperson of the Board

Date: _____

(County Seal)

RECOMMENDED FOR APPROVAL:

County Highway Engineer

By: _____
County Auditor

Date: _____

CITY OF LAKE ELMO

APPROVED AS TO FORM:

George Zella

City Attorney

By: *Lu Hnt*

Mayor

Date: *3/06/02*

(City Seal)

By: *Mary Suzanne*

City Administrator

Date: *3/06/02*

DEPARTMENT OF TRANSPORTATION

RECOMMENDED FOR APPROVAL:

Assistant Division Engineer

COMMISSIONER OF ADMINISTRATION

As delegated to Materials
Management Division

By: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
Assistant Commissioner

Date: _____

ATTORNEY GENERAL

As to form and execution

By: _____

Date: _____

RESOLUTION

BE IT RESOLVED that the County of Washington enter into an agreement with the State of Minnesota, Department of Transportation for the following purposes, to wit:

To provide maintenance and electrical energy for the new traffic control signal with street lights, emergency vehicle pre-emption, signing and interconnect on Trunk Highway No. 94 North Ramps at County State Aid Highway No. 13 (Radio Drive); and for the existing traffic control signal with street lights, emergency vehicle pre-emption, signing and interconnect on Trunk Highway No. 94 South Ramps at County State Aid Highway No. 13 (Radio Drive) in accordance with the terms and conditions set forth and contained in Agreement No. 82650M, a copy of which was before the Board.

BE IT FURTHER RESOLVED that the proper County officers be and hereby are authorized to execute such agreement and any amendments, and thereby assume for and on behalf of the County all of the contractual obligations contained therein.

CERTIFICATION

State of Minnesota
County of Washington
City of Lake Elmo

I hereby certify that the foregoing Resolution is a true and correct copy of a resolution presented to and adopted by the Board of the County of Washington at a duly authorized meeting thereof held on the _____ day of _____, 2002, as shown by the minutes of said meeting in my possession.

County Auditor

(Seal)

2002-15

RESOLUTION

BE IT RESOLVED that the City of Lake Elmo enter into an agreement with the State of Minnesota, Department of Transportation for the following purposes, to wit:

To provide maintenance and electrical energy for the new traffic control signal with street lights, emergency vehicle pre-emption, signing and interconnect on Trunk Highway No. 94 North Ramps at County State Aid Highway No. 13 (Radio Drive); and for the existing traffic control signal with street lights, emergency vehicle pre-emption, signing and interconnect on Trunk Highway No. 94 South Ramps at County State Aid Highway No. 13 (Radio Drive) in accordance with the terms and conditions set forth and contained in Agreement No. 82650M, a copy of which was before the Council.

BE IT FURTHER RESOLVED that the proper City officers be and hereby are authorized to execute such agreement and any amendments, and thereby assume for and on behalf of the City all of the contractual obligations contained therein.

CERTIFICATION

State of Minnesota
County of Washington
City of Lake Elmo

I hereby certify that the foregoing Resolution is a true and correct copy of a resolution presented to and adopted by the Council of the City of Lake Elmo at a duly authorized meeting thereof held on the 6th day of March, 2002, as shown by the minutes of said meeting in my possession.

Mary Kozfner
City Administrator

(Seal)