

STAFF REPORT

DATE: January 16, 2018

CONSENT

ITEM #: 12

AGENDA ITEM: CSAH15 Traffic Signal Maintenance Agreements – Resolution Approving

Cooperative Maintenance Agreements for Traffic Signal Systems at CSAH15/CSAH14; CSAH15/CSAH10 and at CSAH15/Oak-land Middle School

SUBMITTED BY: Jack Griffin, City Engineer

REVIEWED BY: Kristina Handt, City Administrator

Rob Weldon, Public Works Director

ISSUE BEFORE COUNCIL: Should the City Council approve the Cooperative Agreements with Washington County for Maintenance of the Traffic Signal Systems at the intersection of CSAH15 (Manning Avenue) and CSAH14 (40th Street North); at the intersection of CSAH15 (Manning Avenue) and CSAH10 (10th Street North); and at the intersection of CSAH15 (Manning Avenue) and Oak-land Middle School?

BACKGROUND, PROPOSAL DETAILS/ANALYSIS: As part of the Phase 1 CSAH15 Manning Avenue Corridor Improvements, Washington County installed two traffic signals, one at the intersection of CSAH15 (Manning Avenue) and CSAH10 (10th Street North), and one at the intersection of CSAH15 (Manning Avenue) and Oak-land Middle School. As part of the Phase 2 CSAH15 Manning Avenue Corridor Improvements, Washington County will be realigning the intersection of CSAH15 (Manning Avenue) and CSAH14 (40th Street North) and will install a third traffic signal system at this new location.

The purpose for the Cooperative Maintenance Agreements are to outline the respective ownership and maintenance responsibilities for each of these intersections. The CSAH15/CSAH10 and at CSAH15/Oakland Middle School Agreement is a three party agreement between Washington County, Lake Elmo and West Lakeland Township, and the CSAH15/CSAH14 (40th Street North) Agreement is a three party agreement between Washington County, Lake Elmo and Baytown Township.

Consistent with other traffic signal maintenance agreements with Washington County, the County will own, operate and maintain the traffic control systems and all its components including the relamping of vehicular and pedestrian signal indications, cleaning and maintenance of the control cabinet, maintenance of the Emergency Vehicle Preemption (EVP) system, attached signage, traffic signal interconnection and master controller, and responsibility for repair of any physical damage.

The County pays all monthly electrical service expenses necessary to operate the traffic control signal systems including all cabinet and control equipment and integral streetlights, and including the cost of establishing and perpetuating a connection to the electrical service and subsequent ongoing electrical service expenses. The County maintains and keeps in repair the integral luminaires (overhead street lights) and all their components, including replacement of the existing luminaires if necessary, and shall maintain and keep in repair the electrical connection to the luminaire heads. The County shall also, at its sole cost and expense, be responsible for identification and location of the underground components of the traffic control signal systems as required by the Gopher State One Call system.

The City or Township is responsible for painting the traffic control system and streetlights, if mutually desired to have them painted.

FISCAL IMPACT: No costs will be incurred by the City for the ongoing traffic signal system maintenance unless the City desires to have the traffic signal systems and/or streetlights painted.

RECOMMENDATION: Staff is recommending that the City Council approve Cooperative Maintenance Agreement 11373 with Washington County and West Lakeland Township and approve Cooperative Maintenance Agreement 11375 with Washington County and Baytown Township for the maintenance of the Traffic Signal Systems along CSAH15 (Manning Avenue). The recommended motion for the action is as follows:

"Move to approve Resolution No. 2018-005 approving Cooperative Maintenance Agreement 11373 and Cooperative Maintenance Agreement 11375 for the maintenance of the Traffic Signal Systems at the intersections of CSAH15 (Manning Avenue) and CSAH10 (10th Street North) and CSAH15 (Manning Avenue) and Oak-land Middle School; and at the intersection of CSAH15 (Manning Avenue) and CSAH14 (40th Street North)."

ATTACHMENTS:

- 1. Resolution Approving Cooperative Maintenance Agreements 11373 and 11375.
- 2. Cooperative Maintenance Agreement 11373.
- 3. Cooperative Maintenance Agreement 11375.

CITY OF LAKE ELMO WASHINGTON COUNTY STATE OF MINNESOTA

RESOLUTION NO. 2018-005 A RESOLUTION APPROVING COOPERATIVE MAINTENANCE AGREEMENTS 11373 AND 11375 WITH WASHINGTON COUNTY FOR THE MAINTENANCE OF TRAFFIC SIGNAL SYSTEMS ALONG CSAH15 (MANNING AVENUE)

WHEREAS, Washington County has installed traffic signal systems at the intersections of CSAH15 (Manning Avenue) and CSAH10 (10th Street North), and CSAH15 (Manning Avenue) and Oakland Middle School as part of the Phase 1 CSAH15 (Manning Avenue) Corridor Improvements; and

WHEREAS, Washington County will be installing a traffic signal systems at the intersection of CSAH15 (Manning Avenue) and CSAH14 (40th Street North) as part of the Phase 2 CSAH15 (Manning Avenue) Corridor Improvements; and

WHEREAS, a cooperative effort between applicable Township, City and County is the appropriate method to facilitate the maintenance of the Traffic Signal Systems; and

WHEREAS, this Agreement is made pursuant to statutory authority contained in Minnesota Statute 471.59.

NOW, THEREFORE, BE IT RESOLVED,

- 1. That Cooperative Maintenance Agreement 11373 between the City of Lake Elmo, West Lakeland Township 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.
- 2. That Cooperative Maintenance Agreement 11375 between the City of Lake Elmo, Baytown Township 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 SIXTEENTH DAY OF JANUARY 2018.

CITY OF LAKE ELMO

	By: Mike Pearson
	Mayor
(Seal)	
ATTEST:	
Julie Johnson	_
City Clerk	

COOPERATIVE AGREEMENT BETWEEN
THE TOWNSHIP OF WEST LAKELAND,
THE CITY OF LAKE ELMO,
AND THE COUNTY OF WASHINGTON
FOR MAINTENANCE OF TRAFFIC SIGNAL SYSTEMS
ON COUNTY STATE AID HIGHWAY
(CSAH) 15 (MANNING AVENUE NORTH)
AT CSAH 10 (10TH STREET NORTH)
AND AT THE OAK-LAND MIDDLE SCHOOL ACCESS

WASHINGTON COUNTY				
CONTRACT NO.	11373			
DEPT.	PUBLIC WORKS			
DIVISION	TRANSPORTATION			
TERM	SIGNATURE-PERPETUAL			

THIS AGREEMENT, by and between the Township of West Lakeland, a municipal corporation, hereinafter referred to as the "Township", the City of Lake Elmo, a municipal corporation, herein after referred to as the "City", and Washington County, a political subdivision of the State of Minnesota, hereinafter referred to as the "County", shall consist of this agreement and Exhibit A.

WITNESSETH:

WHEREAS, it has been determined to install traffic signals on CSAH 15 at its intersection with CSAH 10 and also at the access to Oak-Land Middle School, located at 820 Manning Avenue North, Lake Elmo, MN, and;

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

WHEREAS, this Agreement is made pursuant to statutory authority contained in Minnesota Statute 471.59.

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

A. PURPOSE

The purpose of this agreement is set forth in the above whereas clauses which are all incorporated by reference as if fully set forth herein.

B. MAINTENANCE RESPONSIBILITIES

- 1. This agreement and all of its provisions shall apply only to the traffic control signal systems located on CSAH 15 (Manning Avenue North) at CSAH 10 (10th Street North) and also at the Oak-Land Middle School access, located at 820 Manning Avenue North, Lake Elmo, MN.
- This agreement shall supersede any and all prior agreements related to maintenance of traffic control systems located on CSAH 15 (Manning Avenue North) at CSAH 10 (10th Street North) and also at the Oak-Land Middle School access, located at 820 Manning Avenue North, Lake Elmo, MN.
- 3. The County shall, at its sole cost and expense, pay all monthly electrical service expenses necessary to operate the traffic control signal systems including all cabinet and control equipment and integral streetlights, and including the cost of establishing and perpetuating a connection to the electrical service grid and subsequent ongoing electrical service expenses.
- 4. The County shall, at its sole cost and expense, maintain and keep in repair the integral luminaires (overhead street lights) and all their components, including replacement of the existing luminaires if necessary, and shall maintain and keep in repair the electrical connection to the luminaire heads.

- 5. The County shall own the traffic control signal systems and all of its 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 cabinets, maintenance of the Emergency Vehicle Preemption (EVP) systems, attached signage, traffic signal interconnection and master controller, and repair of any and all physical damage, except as set forth in the following section.
- 6. The County considers paint to be an aesthetic component of the traffic signal system. Therefore, if the Township and City mutually desire to paint either system, the Township or City shall, at its sole cost and expense, clean and paint the traffic control signal system and integral streetlights an agreed-upon color at the sole cost and expense of the Township or City, having first obtained a permit from the County which may place conditions on activities within the right-of-way. Alternatively, the Township or City may, at its discretion, request in writing that the County paint the traffic control signal system and integral streetlights at the sole cost and expense of the Township or City.
- 7. 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.
- 8. The Township or City 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.
- 9. The EVP systems provided for in this agreement shall be installed, operated, maintained, upgraded, or removed in accordance with the following conditions and requirements:
 - a. Emitter units may be installed and used only on vehicles responding to an emergency as defined in Minnesota Statutes Sections 169.011, subd. 3 and 169.03. The Township and City will, provide the County Engineer or his duly appointed representative a list of all such vehicles with emitter units upon request.
 - b. Malfunctions of the EVP systems shall be reported to the County immediately.
 - c. Only in the event said EVP systems or components are, in the opinion of the County, being misused or the terms set forth herein are violated, and such misuse or violation continues after receipt by the Township or City of written notice thereof from the County, the County may remove, modify, restrict, or deactivate the EVP systems. Upon removal of the EVP systems pursuant to this paragraph, the field wiring, cabinet wiring, detector receivers, infrared detector heads, and indicator lamps and all other components shall become the property of the County.
 - d. All timing of said EVP systems shall be determined by the County.

C. CIVIL RIGHTS AND NON-DISCRIMINATION

The provisions of Minn. Stat. 181.59 and of any applicable ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set further herein, and shall be part of any Agreement entered into by the parties with any contractor subcontractor, or material suppliers.

D. WORKERS COMPENSATION

It is hereby understood and agreed that any and all employees of the County and all other persons employed by the County in the performance of construction and/or construction engineering work or services required or provided for under this agreement shall not be considered employees of the

Township or the City and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said County employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the Township or the City.

E. INDEMNIFICATION

- 1. The Township and the City agree that they will defend, indemnify and hold harmless the County against any and all liability, loss, damages, costs and expenses which the County may hereafter sustain, incur or be required to pay by reason of any negligent act by the Township or the City, its agents, officers or employees during the performance of this agreement.
- 2. The County agrees that it will defend, indemnify and hold harmless the Township and the City against any and all liability, loss, damages, costs and expenses which the Township or the City may hereafter sustain, incur or be required to pay by reason of any negligent act by the County, its agents, officers or employees during the performance of this agreement.
- 3. To the fullest extent permitted by law, actions by the parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(b). The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties as provided for in Section 471.59, subd. 1a.
- 4. Each party's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law. The parties agree that liability under this Agreement is controlled by Minnesota Statute 471.59, subdivision 1a and that the total liability for the parties shall not exceed the limits on governmental liability for a single unit of government as specified in 466.04, subdivision 1(a).

F. CONDITIONS

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

G. DATA PRIVACY

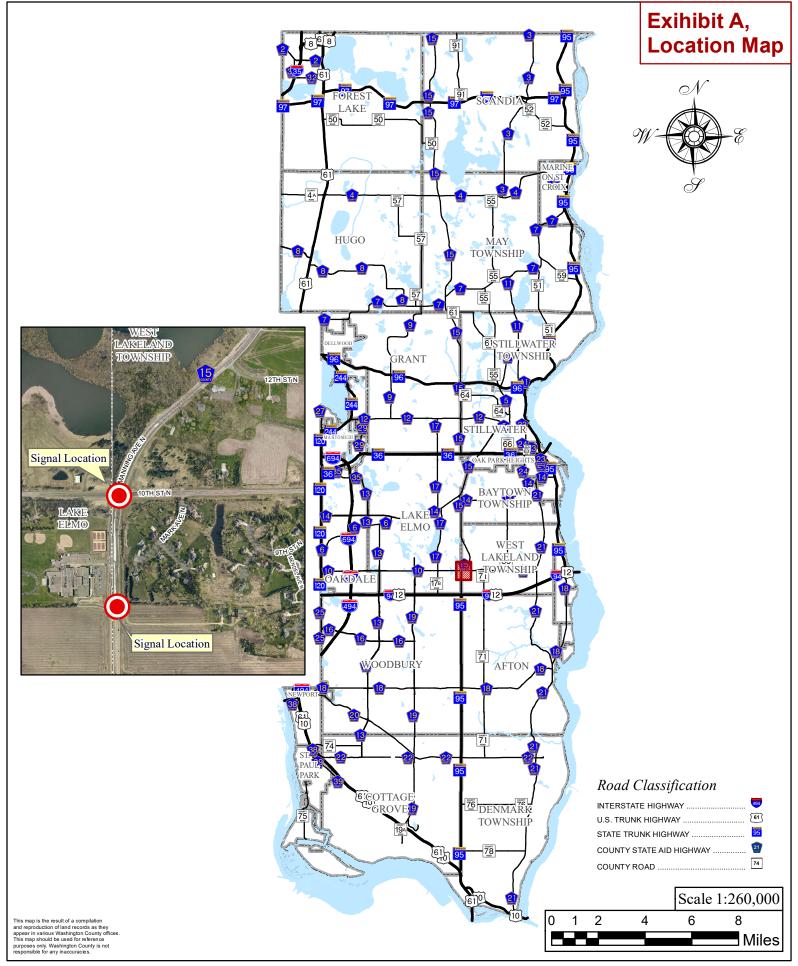
All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy.

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

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

WASHINGTON COUNTY		CITY OF LAKE ELMO	
Chair Board of Commissioners	Date	Mayor	Date
Molly O'Rourke County Administrator	Date	City Administrator	Date
Approved as to form:		Approved as to form:	
Assistant County Attorney	Date	City Attorney	Date
TOWNSHIP OF WEST LAKEL	.AND		
Chair	Date		
Clerk Date			
Approved as to form:			
Township Attorney	 Date		

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COOPERATIVE AGREEMENT BETWEEN THE TOWNSHIP OF BAYTOWN, THE CITY OF LAKE ELMO, AND THE COUNTY OF WASHINGTON FOR MAINTENANCE OF THE TRAFFIC SIGNAL SYSTEM AT THE INTERSECTION OF COUNTY STATE AID HIGHWAY (CSAH) 15 (MANNING AVENUE NORTH) AND CSAH 14 (40TH STREET NORTH)

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WASHINGTON COUNTY			
CONTRACT NO.	11375		
DEPT.	PUBLIC WORKS		
DIVISION	TRANSPORTATION		
TERM	SIGNATURE-PERPETUAL		
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THIS AGREEMENT, by and between the Township of Baytown, a municipal corporation, hereinafter referred to as the "Township", the City of Lake Elmo, a municipal corporation, herein after referred to as the "City", and Washington County, a political subdivision of the State of Minnesota, hereinafter referred to as the "County", shall consist of this agreement and Exhibits A and B.

WITNESSETH:

WHEREAS, it has been determined to install a new steel-pole traffic signal at the intersection of CSAH 15 (Manning Avenue North) with CSAH 14 (40th Street North) in conjunction with a planned roadway construction project, and;

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

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

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

A. PURPOSE

The purpose of this agreement is set forth in the above whereas clauses which are all incorporated by reference as if fully set forth herein.

B. MAINTENANCE RESPONSIBILITIES

- 1. This agreement and all of its provisions shall apply only to the traffic control signal system located on CSAH 15 (Manning Avenue North) at CSAH 14 (40th Street North), said intersection being located approximately 180 feet south of the southeast corner of Section 12 of Township 29 North, Range 21 West, as shown in Exhibit B as Signal System A.
- 2. The County shall, at its sole cost and expense, pay all monthly electrical service expenses necessary to operate the traffic control signal system including all cabinet and control equipment and integral streetlights, and including the cost of establishing and perpetuating a connection to the electrical service grid and subsequent ongoing electrical service expenses.
- 3. The County shall, at its sole cost and expense, maintain and keep in repair the integral luminaires (overhead street lights) and all their components, including replacement of the existing luminaires if necessary, and shall maintain and keep in repair the electrical connection to the luminaire heads.
- 4. The County owns the traffic control signal system and all of its components and shall, at its sole cost and expense, operate, maintain and keep in repair the traffic control signal system including but not limited to the relamping of vehicular and pedestrian traffic signal indications, cleaning and maintenance of the control cabinet, maintenance of the Emergency Vehicle Preemption (EVP) system, attached signage, traffic signal interconnection and master

controller, and repair of any and all physical damage, except as set forth in the following section.

- 5. The County considers paint to be an aesthetic component of the traffic signal system. Therefore, if the Township and City mutually desire to paint the system, the Township or City shall, at its sole cost and expense, clean and paint the traffic control signal system and integral streetlights an agreed-upon color at the sole cost and expense of the Township or City, having first obtained a permit from the County which may place conditions on activities within the right-of-way. Alternatively, the Township or City may, at their discretion, request in writing that the County paint the traffic control signal system and integral streetlights at the sole cost and expense of the Township or City.
- 6. The County shall, at its sole cost and expense, be responsible for identification and location of the underground components of the traffic control signal system as required by the Gopher State One Call system.
- 7. The Township or the City shall not revise by addition or deletion, nor alter or adjust any component, part, sequence, or timing of the aforesaid traffic control signal system or EVP system; however nothing herein shall be construed as restraint of prompt, prudent action by properly constituted authorities in situations where part of such traffic control signal system may be directly involved in an emergency.
- 8. The EVP system provided for in this agreement shall be installed, operated, maintained, upgraded, or removed in accordance with the following conditions and requirements:
 - a. Emitter units may be installed and used only on vehicles responding to an emergency as defined in Minnesota Statutes Sections 169.011, subd. 3 and 169.03. The Township and City will, provide the County Engineer or his duly appointed representative a list of all such vehicles with emitter units upon request.
 - b. Malfunctions of the EVP system shall be reported to the County immediately.
 - c. Only in the event said EVP system or components are, in the opinion of the County, being misused or the terms set forth herein are violated, and such misuse or violation continues after receipt by the Township or City of written notice thereof from the County, the County may remove, modify, restrict, or deactivate the EVP system. Upon removal of the EVP system pursuant to this paragraph, the field wiring, cabinet wiring, detector receivers, infrared detector heads, and indicator lamps and all other components shall become the property of the County.
 - d. All timing of said EVP system shall be determined by the County.

C. CIVIL RIGHTS AND NON-DISCRIMINATION

The provisions of Minn. Stat. 181.59 and of any applicable ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set further herein, and shall be part of any Agreement entered into by the parties with any contractor subcontractor, or material suppliers.

D. WORKERS COMPENSATION

It is hereby understood and agreed that any and all employees of the County and all other persons employed by the County in the performance of construction and/or construction engineering work or services required or provided for under this agreement shall not be considered employees of the Township or the City and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said County employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the Township or the City.

E. INDEMNIFICATION

- 1. The Township and the City agrees that they will defend, indemnify and hold harmless the County against any and all liability, loss, damages, costs and expenses which the County may hereafter sustain, incur or be required to pay by reason of any negligent act by the Township or the City, its agents, officers or employees during the performance of this agreement.
- 2. The County agrees that it will defend, indemnify and hold harmless the Township and the City against any and all liability, loss, damages, costs and expenses which the Township or the City may hereafter sustain, incur or be required to pay by reason of any negligent act by the County, its agents, officers or employees during the performance of this agreement.
- 3. To the fullest extent permitted by law, actions by the parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(b). The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties as provided for in Section 471.59, subd. 1a.
- 4. Each party's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law. The parties agree that liability under this Agreement is controlled by Minnesota Statute 471.59, subdivision 1a and that the total liability for the parties shall not exceed the limits on governmental liability for a single unit of government as specified in 466.04, subdivision 1(a).

F. CONDITIONS

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

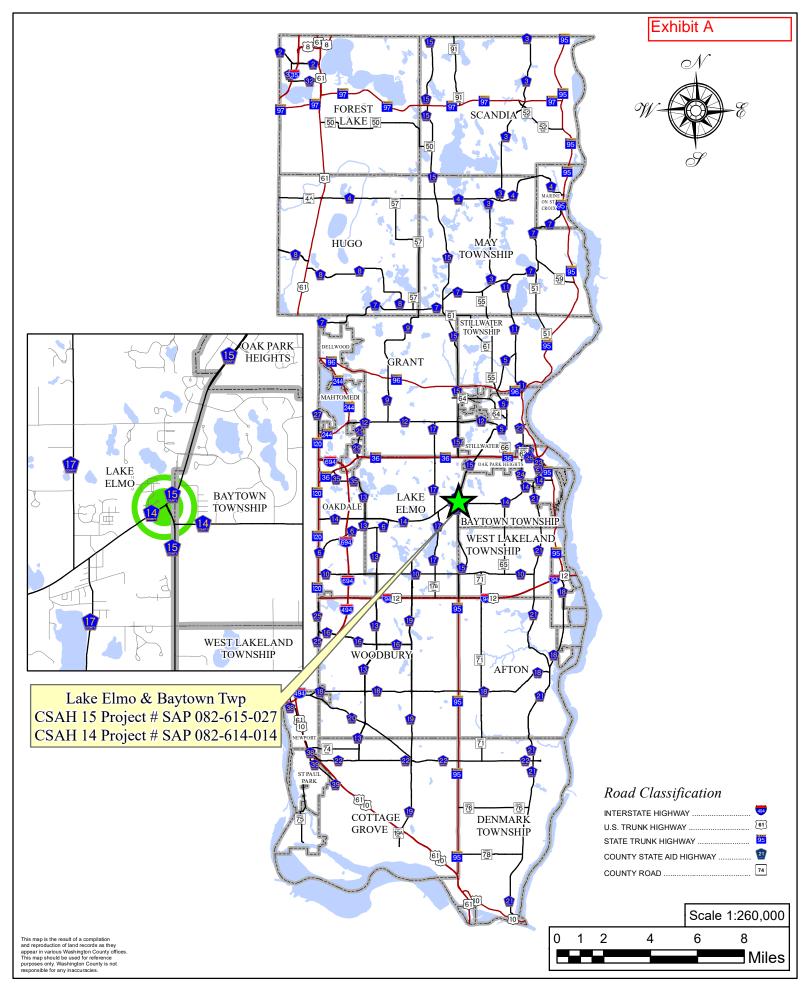
G. DATA PRIVACY

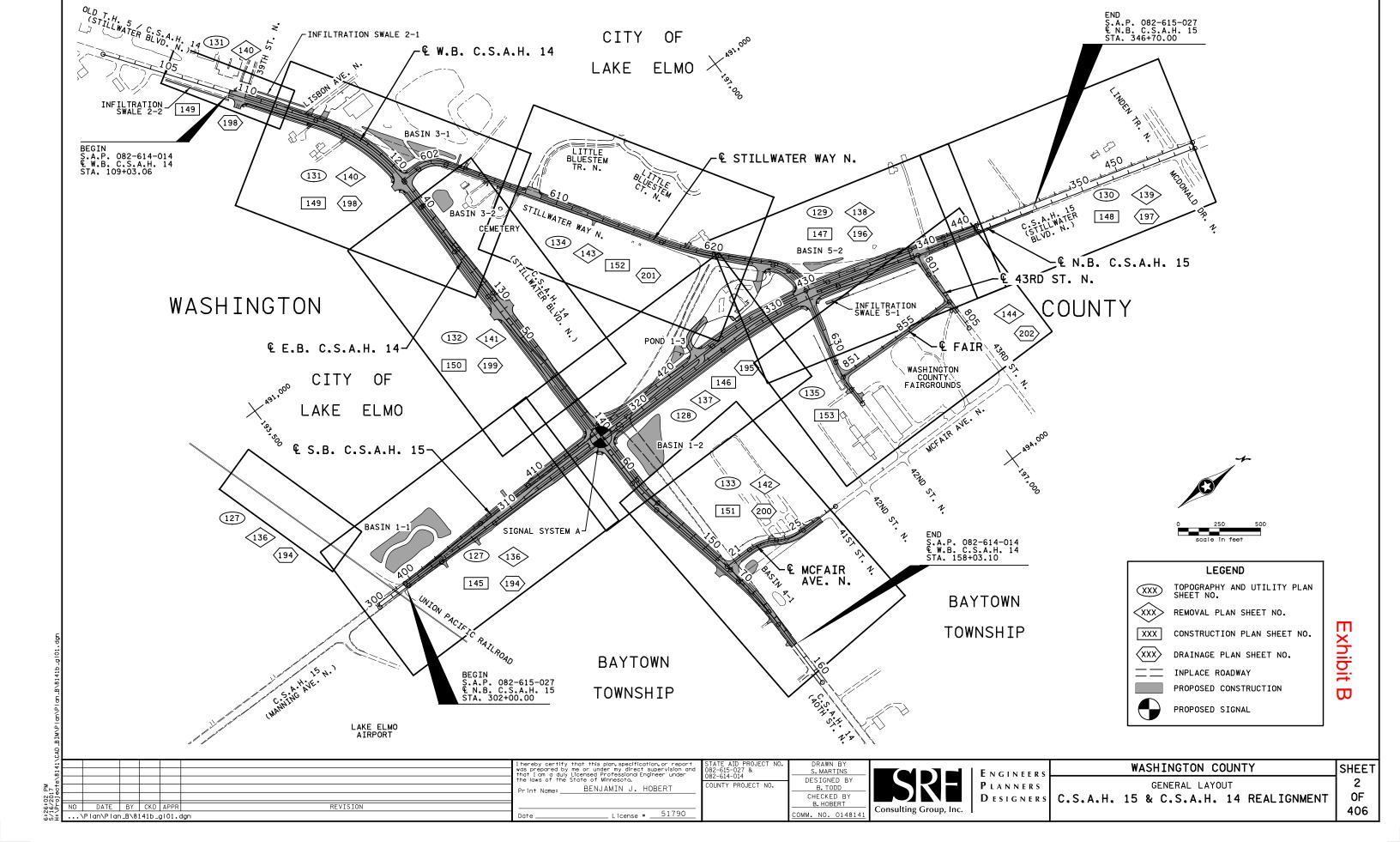
All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy.

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

WASHINGTON COUNTY		CITY OF LAKE ELMO		
Chair Board of Commissioners	Date	Mayor	Date	
Molly O'Rourke County Administrator	Date	City Administrator	Date	
Approved as to form:		Approved as to form:		
Assistant County Attorney	Date	City Attorney	Date	
TOWNSHIP OF BAYTOWN				
Chair	Date			
Clerk	Date			
Approved as to form:				
Township Attorney	 Date			

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CITY OF

-INFILTRATION SWALE 2-1

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