



## STAFF REPORT

DATE: June 19, 2018

**CONSENT**

ITEM #: 12

**AGENDA ITEM:** Lake Elmo Avenue (CSAH17) Phase 3 Pavement and Drainage Improvements – Resolution Approving Cooperative Cost Share and Maintenance Agreements, and Resolution Establishing No On-Street Parking Zones along CSAH 17

**SUBMITTED BY:** Jack Griffin, City Engineer

**REVIEWED BY:** Kristina Handt, City Administrator  
Rob Weldon, Public Works Director  
Chad Isakson, Assistance City Engineer

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**ISSUE BEFORE COUNCIL:** Should the City Council approve the Cost Share and Maintenance Cooperative Agreements with Washington County for the Lake Elmo Avenue (CSAH17) Phase 3 Pavement and Drainage Improvements and approve a Resolution establishing No On-Street Parking Zones?

**BACKGROUND, PROPOSAL DETAILS/ANALYSIS:** At the April 3, 2018 council meeting the City Council approved Resolution No. 2018-035 providing City support for the preliminary design layout for the Lake Elmo Avenue (CSAH17) Phase 3 Pavement and Drainage Improvements. With this approval the County proceeded with the final project design and property acquisition and is preparing to receive contractor bids for construction in 2018.

The Lake Elmo Avenue (CSAH17) Phase 3 Pavement and Drainage Improvements includes a full-depth reclaim pavement rehabilitation from I-94 to 20th Street, including the construction of new turn lanes at 5th Street North (Hunters Crossing & Southwind developments), at 24th Street North (new entrance for Royal Golf), and along CSAH 10 at the new Royal Golf entrance. Between 20th Street North and 30th Street North, the improvements will also include a full-depth reclaim pavement rehabilitation, however new concrete curb and gutter will be installed to replace existing bituminous curb along the east side and to replace a rural section shoulder along the west side. Stormwater runoff will be captured and conveyed by the new concrete curb and gutter to various sump manholes to pretreat the storm water runoff prior to discharging to Lake Elmo.

The purpose for the Cooperative Agreements are to outline the cost participation requirements by the City and to address the respective ownership and maintenance responsibilities for the new improvements. Key elements of the agreements are as follows:

- The County shall be responsible for implementing the project including design and construction.
- The estimated cost share participation by Lake Elmo is \$730,731.82. These costs are based on estimated quantities. See cost breakdown below under Fiscal Impacts.
- The agreement includes a payment schedule with three City payments. 1) 10% of City cost share due upon the bid award (June/July of 2018). 2) 50% of City cost share due February 1, 2019. 3) 50% of City cost share due February 1, 2020.
- There are no new maintenance responsibilities for the City. The City currently owns and operates a trunk watermain, gravity sanitary sewer main and sanitary sewer forcemain with County right-of-way. The Cooperative Maintenance Agreement specifies that the City shall own and maintain,

under this project, the municipal utilities, including sanitary sewer, forcemain, and water main, and all permanent roadway signing on City roads.

- The County will be responsible for the maintenance for all other improvements including the storm sewer trunk line, catch basins and sump manholes.

In addition, the improvements being proposed by Washington County include street sections along Lake Elmo Avenue (CSAH 17) that do not accommodate on-street parking between 10th Street North and 20th Street North, and only accommodate on-street parking along the east side between 20th Street North and 30th Street North. State Aid rules require a council resolution establishing no parking zones before State Aid funds may be expended on the improvement. Parking will be prohibited along both sides of Lake Elmo Avenue (CSAH 17) from 10th Street North to 20th Street North and along the west side of Lake Elmo Avenue (CSAH 17) from 20th Street North to 576-feet south of 30th Street North.

**FISCAL IMPACT:** The estimated cost share participation by Lake Elmo is \$730,731.82. Because the agreement is based on estimated quantities, the actual cost share is determined once the project is complete and the final quantities and costs are known.

CSAH 10 Turn Lane (Royal Golf Club):	\$371,431.56	To be reimbursed by Royal Golf.
CSAH 17 Turn Lane (Royal Golf Club):	\$240,424.46	To be reimbursed by Royal Golf.
CSAH 17 Turn Lane at 5 <sup>th</sup> Street:	\$ 50,000.00	\$50,000 received Southwind/Hunters Crossing.
CSAH 17 Street & Drainage Cost Share:	\$ 55,660.50	Includes 10% VBWD grant contribution.
City Utilities Cost Share:	\$ 13,215.30	Watermain/Sewer Forcemain Adjustments

City cost participation is based on 50% cost share for the west side concrete curb and gutter between 20th Street and 30th Street, miscellaneous project overhead costs, and 55% cost share for right-of-way costs. In addition, the County will require cost reimbursement from the City for turn lanes at 5th Street North (Hunters Crossing/Southwind), 24th Street North (Royal Golf), and along CSAH 10 (Royal Golf). The City has included language in the respective development agreements to obtain turn lane cost reimbursement.

**RECOMMENDATION:** Staff is recommending that the City Council approve, *as part of the Consent Agenda*, the Cost Share and Maintenance Cooperative Agreements with Washington County for the Lake Elmo Avenue (CSAH17) Phase 3 Pavement and Drainage Improvements. If removed from the consent agenda, the recommended motion for the action is as follows:

***“Move to approve Resolution No. 2018-067 approving Cooperative Cost Share Agreement 11802 and Cooperative Maintenance Agreement 11803 for the Lake Elmo Avenue (CSAH17) Phase 3 Pavement and Drainage Improvements.”***

Staff is further recommending, *as part of the Consent Agenda*, that the City Council approve a resolution establishing No On-Street Parking Zones along the project corridor. If removed from the consent agenda, the recommended motion for the action is as follows:

***“Move to approve Resolution No. 2018-068 establishing a No On-Street Parking Zone along both sides of Lake Elmo Avenue (CSAH 17) from 10th Street North to 20th Street North, and along the west side of Lake Elmo Avenue (CSAH 17) from 20th Street North to 576-feet south of 30th Street North.”***

**ATTACHMENTS:**

1. Resolution Approving Cooperative Agreements for Lake Elmo Avenue (CSAH17) Phase 3 Pavement and Drainage Improvements.
2. Resolution Establishing No On-Street Parking Zones along Lake Elmo Avenue (CSAH17).
3. Cooperative Agreement 11802 for Cost Sharing.
4. Cooperative Maintenance Agreement 11803.

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

**RESOLUTION NO. 2018-067**

**A RESOLUTION APPROVING COOPERATIVE AGREEMENTS WITH  
WASHINGTON COUNTY FOR THE LAKE ELMO AVENUE (CSAH 17)  
PHASE 3 PAVEMENT AND DRAINAGE IMPROVEMENTS**

**WHEREAS**, Washington County intends to make pavement and drainage improvements along Lake Elmo Avenue (CSAH 17) from I-94 to 300' south of 30<sup>th</sup> Street ('Project'), located in the City of Lake Elmo; and

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

**WHEREAS**, a cooperative effort between the City and County is the appropriate method to facilitate the project cost sharing and on-going 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 11802, 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 11803, 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 NINETEENTH DAY OF JUNE 2018.**

**CITY OF LAKE ELMO**

By: \_\_\_\_\_  
Mike Pearson  
Mayor

(Seal)  
ATTEST:

\_\_\_\_\_  
Julie Johnson  
City Clerk

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

**RESOLUTION NO. 2018-068**

**A RESOLUTION ESTABLISHING A NO ON-STREET PARKING ZONE  
ON BOTH SIDES OF COUNTY STATE AID HIGHWAY (CSAH) NO. 17  
(LAKE ELMO AVENUE) FROM 10<sup>TH</sup> STREET NORTH (CSAH 10) TO  
20<sup>TH</sup> STREET NORTH AND THE WEST SIDE OF CSAH NO. 17 FROM  
20<sup>th</sup> STREET NORTH TO 576-FEET SOUTH OF 30<sup>TH</sup> STREET NORTH**

**WHEREAS**, Washington County has planned improvements for Lake Elmo Avenue (CSAH 17) from I-94 to 576' south of 30<sup>th</sup> Street ('Project'), located in the City of Lake Elmo; and

**WHEREAS**, Lake Elmo Avenue north of 10<sup>th</sup> Street North (CSAH 10) is designated as a County State Aid Highway; and

**WHEREAS**, Washington County will be expending State Aid Funds for the improvements on Lake Elmo Avenue (CSAH 17); and

**WHEREAS**, these improvements do not provide adequate width for parking; and approval of the proposed construction as a State Aid project must therefore be conditioned upon certain restrictions; and

**WHEREAS**, Washington County has determined that no on-street parking shall be allowed along both sides of Lake Elmo Avenue (CSAH 17) from 10th Street North to 20th Street North and the west side of Lake Elmo Avenue (CSAH 17) from 20th Street North to 576-feet south of 30th Street North; and

**WHEREAS**, The City Council has authority to establish No Parking Zones.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council that no on-street parking be allowed along both sides of Lake Elmo Avenue (CSAH 17) from 10th Street North to 20th Street North and the west side of Lake Elmo Avenue (CSAH 17) from 20th Street North to 576-feet south of 30th Street in the City of Lake Elmo.

**ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE NINETEENTH DAY OF JUNE 2018.**

**CITY OF LAKE ELMO**

By: \_\_\_\_\_  
Mike Pearson  
Mayor

(Seal)  
ATTEST:

\_\_\_\_\_  
Julie Johnson  
City Clerk

**COOPERATIVE AGREEMENT BETWEEN THE CITY OF  
LAKE ELMO AND WASHINGTON COUNTY FOR  
CONSTRUCTION COST OF COUNTY STATE AID HIGHWAY  
(CSAH) 17 FROM I-94 TO 300' SOUTH OF 30<sup>TH</sup> STREET AND  
COUNTY STATE AID HIGHWAY (CSAH) 10 FROM TO 2200'  
EAST OF CSAH 15 TO 700' EAST OF CSAH 15**

WASHINGTON COUNTY	
CONTRACT NO.	11802
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) 17 from I-94 to 300' south of 30<sup>th</sup> Street; and

WHEREAS, the County intends to construct County State Aid Highway (CSAH) 10 from 2200' east of County State Aid Highway (CSAH) 15 to 700' east of County State Aid Highway (CSAH) 15; 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 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, 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) and Exhibit B (Estimated Construction Cost and Cost Splits).

**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 numbers have been assigned to the project: SAP 082-617-011 (CSAH 17) AND 082-610-016 (CSAH 10).

**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.

#### **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

Once bids are received, the City will be given the opportunity to review and evaluate the bid and provide City Council concurrence on the approval of the bids. Once City concurrence is provided, the County shall award the contract to the lowest responsible bidder.

#### **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 cost participation is set forth in Table 1 and is broken down into four categories which are: 1) Construction; 2) Design Engineering; 3) Construction Engineering/Contract Administration; 4) Right of Way. The cost participation breakdown is based on "Washington County Cost Participation Policy #8001 for Cooperative Highway Improvement Projects".

##### **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.

##### **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. Based on the City's share of the construction cost, the City shall pay the prorated cost of construction engineering/contract administration as set forth in Table 1.

##### **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.

<b>TABLE 1 – ESTIMATED COSTS City of Lake Elmo Cost Summary</b>			
<b>ITEM</b>	<b>TOTAL COST</b>	<b>CITY SHARE</b>	<b>CITY COST</b>
Construction	\$2,569,657.25	23.35%	\$599,936.96
Design Engineering	\$357,500	23.35%	\$83,476.25
Construction Engineering/Contract Administration	\$205,572.58	23.35%	\$48,001.20
Right of Way	\$10,000	55%	\$5,500
VBWD Grant	(\$6,182.59)	100%	(\$6,182.59)
<b>TOTAL ESTIMATED COST</b>	<b>\$3,136,547.24</b>		<b>\$730,731.82</b>

5. 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 at the time of contract award.
  - Right of way shall be based on the final costs to acquire right of way.

#### **G. PAYMENT**

- Right of way, preliminary design, final design, construction inspection/administration and construction costs for the City's cost share shall be invoiced by the County to the City with no interest. The payment due dates are presented on Table 2.

<b>TABLE 2 – PAYMENT DUE DATES</b>		
<b>Date</b>	<b>Percentage</b>	<b>Estimated Payment</b>
Bid Award	<b>10%</b> of Estimated Total City Cost	\$73,073.18
February 1, 2019	<b>50%</b> of Estimated Total City Cost	\$365,365.91
February 1, 2020	<b>Remaining</b> Estimated Total City Cost	\$292,292.73

- 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.
- The City shall pay 100 percent of an undisputed 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.

#### **I. LIQUIDATED DAMAGES**

Any liquidated damages assessed the contractor in connection with the work performed on the project shall be shared by the City and the County in the following proportion: The respective total share of construction work to the total construction cost without any deduction for 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 property on 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.

**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.



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

**WASHINGTON COUNTY**

\_\_\_\_\_  
Chair Date  
Board of Commissioners

\_\_\_\_\_  
Molly O'Rourke 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

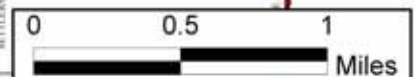
# CSAH 17 (LAKE ELMO AVE N) PROJECT LOCATION

CSAH 17 (Lake Elmo Ave N)  
I- 94 to 600' south of 30th St N

Project Location

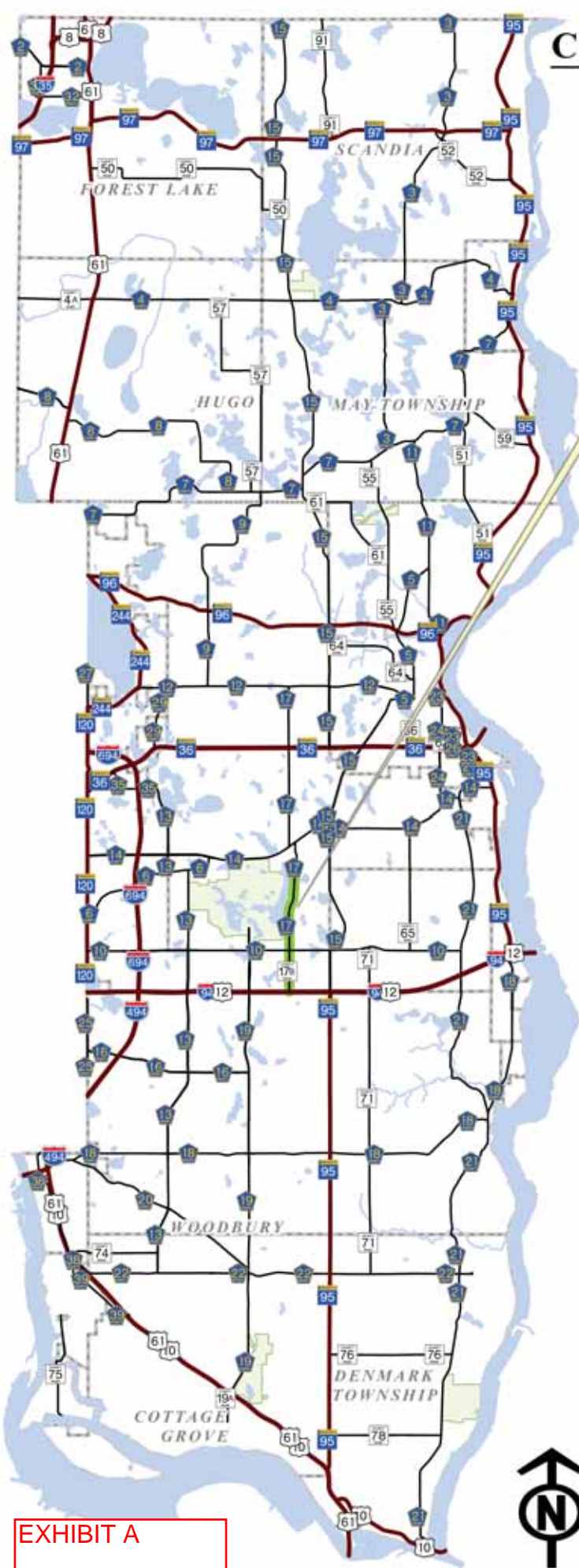
Proposed Turn Lanes  
into  
Royal Golf Development

New Turn Lanes  
into 5th Street/  
Hunters Crossing



THIS MAP IS THE RESULT OF A COMPILATION AND REPRODUCTION OF LAND RECORDS AS THEY APPEAR IN VARIOUS WASHINGTON COUNTY OFFICES. THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. WASHINGTON COUNTY IS NOT RESPONSIBLE FOR ANY INACCURACIES.

EXHIBIT A



## EXHIBIT B

**S.A.P. 082-617-011, S.A.P. 082-610-016**

95% ENGINEER'S ESTIMATE

CSAH 17 / CSAH 10

S.A.P. 082-617-011, S.A.P. 082-610-016

EXHIBIT B

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT COST	TOTAL ESTIMATED QUANTITY	TOTAL ESTIMATED COST	RECONSTRUCTION								RECONDITIONING															
						S.A.P. 082-617-011				CITY PW-010				S.A.P. 082-617-011								S.A.P. 082-610-016		CR 17B					
						ROADWAY		DRAINAGE		ROADWAY		CITY UTILITIES		ROADWAY		DRAINAGE		CSAH17 TURN LANE		CITY UTILITIES		CSAH10 TURN LANE		CITY UTILITIES		CSAH17 TURN LANE TO 5TH ST N			
						EST. QUANT.	EST. COST	EST. QUANT.	EST. COST	EST. QUANT.	EST. COST	EST. QUANT.	EST. COST	EST. QUANT.	EST. COST	EST. QUANT.	EST. COST	EST. QUANT.	EST. COST	EST. QUANT.	EST. COST	EST. QUANT.	EST. COST	EST. QUANT.	EST. COST	EST. QUANT.	EST. COST	EST. QUANT.	EST. COST
2506.503	CONST DRAINAGE STRUCTURE DES 60-4020	LIN FT	\$450.00	32	\$14,400.00			32	\$14,400.00																				
2506.503	CONST DRAINAGE STRUCTURE DES 72-4020	LIN FT	\$565.00	6	\$3,390.00			6	\$3,390.00																				
2506.602	CONSTRUCT CONTROL STRUCTURE	EACH	\$5,000.00	7	\$35,000.00			7	\$35,000.00																				
2511.504	GEOTEXTILE FILTER TYPE 4	SQ YD	\$3.50	186	\$649.95			135	\$472.50							51	\$177.45												
2511.507	RANDOM RIPRAP CLASS III	CU YD	\$75.00	48	\$3,607.50			35	\$2,625.00							13	\$982.50												
2512.507	RANDOM RIPRAP CLASS IV	CU YD	\$80.00	38	\$3,040.00	30	\$2,400.00							8	\$640.00														
2531.503	CONCRETE CURB & GUTTER DESIGN B424	LIN FT	\$16.00	9608	\$153,728.00	7206	\$115,296.00			2402	\$38,432.00																		
2531.503	CONCRETE CURB & GUTTER - MANUAL PLACEMENT	LIN FT	\$45.00	108	\$4,860.00	108	\$4,860.00																						
2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$55.00	284	\$15,620.00	284	\$15,620.00																						
2540.602	MAIL BOX SUPPORT	EACH	\$175.00	25	\$4,375.00	25	\$4,375.00																						
2554.502	GUIDE POST TYPE B	EACH	\$55.00	11	\$605.00			8	\$440.00							3	\$165.00												
2554.502	ANCHORAGE ASSEMBLY - PLATE BEAM	EACH	\$700.00	2	\$1,400.00									2	\$1,400.00														
2554.502	END TREATMENT- TANGENT TERMINAL	EACH	\$2,400.00	2	\$4,800.00									2	\$4,800.00														
2554.503	TRAFFIC BARRIER DESIGN TYPE 31	LIN FT	\$55.00	520	\$28,600.00									520	\$28,600.00														
2563.601	TRAFFIC CONTROL SUPERVISOR	LUMP SUM	\$25,000.00	1	\$25,000.00	0.41	\$10,250.00	0.14	\$3,500.00	0.02	\$500.00			0.25	\$6,250.00			0.08	\$2,000.00			0.10	\$2,500.00						
2563.601	TRAFFIC CONTROL	LUMP SUM	\$35,000.00	1	\$35,000.00	0.41	\$14,350.00	0.14	\$4,900.00	0.02	\$700.00			0.25	\$8,750.00			0.08	\$2,800.00			0.10	\$3,500.00						
2563.602	TYPE III BARRICADES	EACH	\$300.00	1	\$300.00									1	\$300.00														
2563.610	FLAGGER	HOURL	\$90.00	20	\$1,800.00	10	\$900.00							10	\$900.00														
2563.618	CONSTRUCTION SIGN - SPECIAL	SQ FT	\$65.00	13	\$845.00	13	\$845.00																						
2564.502	INSTALL SIGN PANEL TYPE C	EACH	\$120.00	2	\$240.00									2	\$240.00														
2564.518	SIGN PANELS TYPE C	SQ FT	\$40.00	631	\$25,240.00	264	\$10,560.00							260	\$10,400.00			33	\$1,320.00			74	\$2,960.00						
2564.518	SIGN PANELS TYPE D	SQ FT	\$40.00	91	\$3,640.00									48	\$1,920.00							43.00	\$1,720.00						
2564.518	SIGN PANELS TYPE SPECIAL	SQ FT	\$65.00	48	\$3,120.00					48	\$3,120.00																		
2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$3,000.00	1	\$3,000.00	1	\$3,000.00																						
2573.502	STORM DRAIN INLET PROTECTION	EACH	\$185.00	58	\$10,730.00	58	\$10,730.00																						
2573.502	CULVERT END CONTROLS	EACH	\$250.00	6	\$1,500.00	2	\$500.00							4	\$1,000.00														
2573.503	SILT FENCE, TYPE MS	LIN FT	\$2.25	12523	\$28,176.75	4381	\$9,857.25							4609	\$10,370.25							3533	\$7,949.25						
2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	\$3.00	9382	\$28,146.00	4892	\$14,676.00							2431	\$7,293.00			2059	\$6,177.00										
2574.508	FERTILIZER TYPE 3	POUND	\$1.00	178	\$178.00	155	\$155.00							12	\$12.00			11	\$11.00										
2574.508	FERTILIZER TYPE 4	POUND	\$1.00	361	\$361.00	55	\$55.00							225	\$225.00			81	\$81.00										
2575.504	EROSION CONTROL BLANKETS CATEGORY 0	SQ YD	\$2.50	10242	\$25,605.00	2773	\$6,932.50							3496	\$8,740.00			3973	\$9,932.50										
2575.504	EROSION CONTROL BLANKETS CATEGORY 3N	SQ YD	\$2.00	13103	\$26,206.00	1613	\$3,226.00							5584	\$11,168.00			34	\$68.00			5872	\$11,744.00						
2576.504	EROSION CONTROL BLANKETS CATEGORY 4N	SQ YD	\$2.50	861	\$2,152.50									183	\$457.50							678	\$1,695.00						
2575.505	SEEDING	ACRE	\$220.00	5	\$1,157.23	1	\$269.86							2	\$428.23			1	\$161.41			1	\$297.73						
2575.508	SEED MIXTURE 25-121	POUND	\$4.00	53	\$212.00	47	\$188.00							3	\$12.00			3	\$12.00										
2575.508	SEED MIXTURE 33-261	POUND	\$26.00	154	\$4,004.00	17	\$442.00							66	\$1,716.00			24	\$624.00			47	\$1,222.00						
2582.503	4" SOLID LINE MULTI-COMPONENT LIQUID GROUND IN (WR)	LIN FT	\$0.35	25255	\$8,839.25	10900	\$3,815.00							11205	\$3,921.75			1000	\$350.00			2150	\$752.50						
2582.503	6" SOLID LINE MULTI-COMPONENT LIQUID GROUND IN (WR)	LIN FT	\$0.60	2505	\$1,503.00									1230	\$738.00							1275	\$765.00						
2582.503	24" SOLID MULTI-COMPONENT GROUND IN (WR)	LIN FT	\$12.00	1060	\$12,720.00	640	\$7,680.00							420	\$5,040.00														
2582.503	4" BROKEN LINE MULTI-COMPONENT LIQUID GROUND IN (WR)	LIN FT	\$0.60	40	\$24.00									40	\$24.00														
2582.503	4" DOUBLE SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LIN FT	\$1.25	8775	\$10,968.75	1625	\$2,031.25							4100	\$5,125.00							3050	\$3,812.50						
2582.518	PAVEMENT MESSAGE - PREFORM THERMOPLASTIC GROUND IN	SQ FT	\$30.00	180	\$5,400.00									60	\$1,800.00			60	\$1,800.00			60	\$1,800.00						
	TURN LANE	LUMP SUM	\$41,013.07	1	\$41,013.07																			1	\$41,013.07				
TOTAL ESTIMATED CONSTRUCTION COST				\$2,569,657.25		\$875,084.11		\$392,177.50		\$46,202.00		\$2,920.00		\$693,248.73		\$9,209.95		\$197,210.91		\$5,420.00		\$304,670.98		\$2,500.00		\$41,013.07			
DESIGN ENGINEERING				1.00	\$357,500.00	0.34055	\$121,744.86	0.15262	\$54,561.15	0.01798	\$6,427.79	0.00114	\$406.24	0.26978	\$96,447.27	0.00358	\$1,281.32	0.07675	\$27,436.69	0.00211	\$754.05	0.11856	\$42,386.93	0.00097	\$347.81	0.01596	\$5,705.89		
CONSTRUCTION ENGINEERING				1.00	\$205,572.58	0.34055	\$70,006.73	0.15262	\$31,374.20	0.01798	\$3,696.16	0.00114	\$233.60	0.26978	\$55,459.90	0.00358	\$736.80	0.07675	\$15,776.87	0.00211	\$433.60	0.11856	\$24,373.68	0.00097	\$200.00	0.01596	\$3,281.05		
RIGHT OF WAY - 55% CITY, 45% COUNTY				1.00	\$10,000.00	0.45	\$4,500.00			0.55	\$5,500.00																		
ESTIMATED COST				\$3,142,729.83		\$1,071,335.71		\$478,112.85		\$61,825.95		\$3,559.84		\$845,155.89		\$11,228.07		\$240,424.48		\$6,607.65		\$371,431.58		\$3,047.81		\$50,000.00			
VBWD GRANT				1.00	-\$6,182.59					1.00	-\$6,182.59																		
TOTAL ESTIMATED COST				\$3,136,547.24		\$1,071,335.71		\$478,112.85		\$55,643.36		\$3,559.84		\$845,155.89		\$11,228.07		\$240,424.48		\$6,607.65		\$371,431.58		\$3,047.81		\$50,000.00			



**COOPERATIVE AGREEMENT BETWEEN THE CITY OF  
LAKE ELMO AND WASHINGTON COUNTY  
FOR MAINTENANCE OF  
COUNTY STATE AID HIGHWAY (CSAH) 17 FROM I-94 TO 300'  
SOUTH OF 30<sup>TH</sup> STREET AND COUNTY STATE AID HIGHWAY  
(CSAH) 10 FROM to 2200' EAST OF CSAH 15 TO 700' EAST OF  
CSAH 15**

WASHINGTON COUNTY	
CONTRACT NO.	11803
DEPT.	PUBLIC WORKS
DIVISION	TRANSPORTATION
TERM	SIGNATURE – PERPETUAL

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

**WITNESSETH:**

WHEREAS, the County intends to construct and maintain County State Aid Highway (CSAH) 17 from I-94 to 300' south of 30<sup>th</sup> Street; and

WHEREAS, the County intends to construct and maintain County State Aid Highway (CSAH) 10 from 2200' east of County State Aid Highway (CSAH) 15 to 700' east of County State Aid Highway (CSAH) 15; and

WHEREAS, a cooperative effort between the 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 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/OWNERSHIP**

1. Upon completion of the project, the City shall own and maintain the following under this project:
  - a. Municipal Utilities, including sanitary sewer, forcemain, and water main.
  - b. Signing. All permanent roadway signing on City roads will be controlled by the City.
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. Storm sewer sump manholes and energy dissipaters: The County shall own and maintain all storm sewer sump manholes, and energy dissipaters located within County right-of-way.
  - c. Signing. All permanent roadway signing on County roads will be controlled by the County.
  - d. With respect to the constructed corridor boulevard, the County will mow the corridor boulevards a minimum of twice per year.
  - e. Pavement. The County shall own and maintain all pavement systems constructed under this project.
  - f. Guardrail. The County shall own and maintain all guardrail constructed under this project.
  - g. Ditch Check. The County shall own and maintain all ditch checks constructed under this project.
3. 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.

4. In order to protect plantings, the County shall not alter inter-maintenance strategies/techniques.
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 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 property on 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.

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

**WASHINGTON COUNTY**

Chair	Date
Board of Commissioners	

Molly O'Rourke  
County Administrator

Date

Approved as to form:

Assistant County Attorney \_\_\_\_\_ Date \_\_\_\_\_

# CITY OF LAKE ELMO

Mayor \_\_\_\_\_ Date \_\_\_\_\_

City Administrator \_\_\_\_\_ Date \_\_\_\_\_

Approved as to form:

City Attorney \_\_\_\_\_ Date \_\_\_\_\_

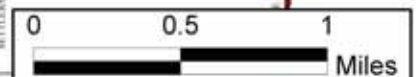
# CSAH 17 (LAKE ELMO AVE N) PROJECT LOCATION

CSAH 17 (Lake Elmo Ave N)  
I- 94 to 600' south of 30th St N

Project Location

Proposed Turn Lanes  
into  
Royal Golf Development

New Turn Lanes  
into 5th Street/  
Hunters Crossing



THIS MAP IS THE RESULT OF A COMPILATION  
AND REPRODUCTION OF LAND RECORDS AS THEY  
APPEAR IN VARIOUS WASHINGTON COUNTY OFFICE  
PURPOSES ONLY WASHINGTON COUNTY IS NOT  
RESPONSIBLE FOR ANY INACCURACIES

EXHIBIT A

