



## STAFF REPORT

DATE: July 2, 2019

### **CONSENT**

**AGENDA ITEM:** Approve the Signal Maintenance Cooperative Agreement for the CSAH 19 - Hudson Boulevard Intersection with Washington County

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

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

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**ISSUE BEFORE COUNCIL:** Should the City Council approve the Cooperative Maintenance Agreement with Washington County for the Traffic Signal Maintenance at the CSAH 19 (Keats Avenue) and Hudson Boulevard Intersection?

**BACKGROUND:** On June 4, 2019 the City of Lake Elmo awarded a construction contract for the CSAH-19 and Hudson Boulevard Intersection Improvements. The improvements include the installation of a traffic signal at CSAH-19 and Hudson Boulevard with dedicated left and right turn lanes constructed along each of the Hudson Boulevard approaches.

**PROPOSAL DETAILS/ANALYSIS:** To address the ongoing operation and maintenance of the new traffic signal, Washington County has prepared Cooperative Maintenance Agreement No. 12602 to outline the respective traffic signal ownership and maintenance responsibilities between the City of Lake Elmo and Washington County.

Attached to this report is a summary of the before and after intersection maintenance responsibilities, showing the City's responsibilities under MnDOT ownership and the proposed City responsibilities under County ownership.

**FISCAL IMPACT:** No cost estimates have been developed for the ongoing maintenance and replacement costs for the traffic signal. Under the agreement the City is responsible for the electrical costs to power the signal.

**RECOMMENDATION:** Staff is recommending that the City Council approve, *as part of the Consent Agenda*, a Resolution approving a Cooperative Maintenance Agreement with Washington County for the Traffic Signal Maintenance at the CSAH 19 (Keats Avenue) and Hudson Boulevard Intersection. If removed from the consent agenda, the recommended motion for the action is as follows:

***“Move to approve Resolution No. 2019-044 approving Cooperative Maintenance Agreement No. 12602 with Washington County for the Traffic Signal Maintenance at the CSAH 19 (Keats Avenue) and Hudson Boulevard Intersection”.***

### **ATTACHMENTS:**

1. Resolution Approving Cooperative Maintenance Agreement No. 12602 with Washington County.
2. Cooperative Maintenance Agreement No. 12602.

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

**RESOLUTION NO. 2019-044**

**A RESOLUTION APPROVING COOPERATIVE AGREEMENT NO. 12602  
WITH WASHINGTON COUNTY FOR THE TRAFFIC SIGNAL SYSTEM  
MAINTENANCE AT THE INTERSECTION OF COUNTY STATE AID  
HIGHWAY 19 (KEATS AVENUE) AND HUDSON BOULEVARD**

**WHEREAS**, the City of Lake Elmo and Washington County intend to construct a new steel-pole traffic signal system on CSAH 19 (Keats Avenue North) at its intersection with Hudson Boulevard North in the City of Lake Elmo; and

**WHEREAS**, a cooperative effort between the City and County is the appropriate method to facilitate the maintenance of the traffic signal system; 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 Maintenance Agreement No. 12602 between the City of Lake Elmo and Washington County 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 SECOND DAY OF JULY, 2019.**

**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 MAINTENANCE OF  
THE TRAFFIC SIGNAL SYSTEM  
AT THE INTERSECTION OF COUNTY STATE AID HIGHWAY  
(CSAH) 19 (KEATS AVE NORTH) AND HUDSON BOULEVARD  
NORTH**

	WASHINGTON COUNTY
CONTRACT NO.	12602
DEPT.	PUBLIC WORKS
DIVISION	TRANSPORTATION
TERM	SIGNATURE – PERPETUITY

**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", shall consist of this agreement and Exhibit A.

**WITNESSETH:**

WHEREAS, the City intends to construct a new steel-pole traffic signal system on CSAH 19 (Keats Avenue North) at its intersection with Hudson Boulevard North in the City of Lake Elmo; and

WHEREAS, a cooperative effort between the City and County is the appropriate method to facilitate the maintenance of the traffic signal system; 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 to be located on CSAH 19, at its intersection with Hudson Boulevard North, as shown in Exhibit A.
2. The City 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 maintain and keep in repair the integral luminaires (overhead street lights) 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.
4. The County shall own 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 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 the City shall, at its sole cost and expense, clean and paint the traffic control signal system and integral streetlights at the sole cost and expense of the City, having first obtained a

permit from the County which may place conditions on activities within the right-of-way. Alternatively, the 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 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. Any EVP equipment installed on the signal 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 City for said transfer.
8. 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 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 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 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 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 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