

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF BLAINE  
TRAFFIC CONTROL SIGNAL  
MAINTENANCE AGREEMENT**

Control Section (CS):	<u>0214</u>
Trunk Highway Number (TH):	<u>10=062</u>
Signal System ID:	<u>1736561</u>

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Blaine acting through its City Council ("City").

**Recitals**

1. The City and the State wish to define their respective operation and maintenance responsibilities for the existing Traffic Control Signal with Signal Pole Mounted Luminaires and Signing ("Signal System"), and Emergency Vehicle Pre-emption System ("EVP System"), on Trunk Highway No. 10 South Ramps at Airport Road; and the existing Interconnect on Airport Road from Trunk Highway No. 10 South Ramps to 85th Avenue in the City of Blaine, Anoka County, Minnesota; and
2. The City and the State will participate in the operation and maintenance of the Signal System, EVP System, and Interconnect.
3. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

**Agreement**

**1. Term of Agreement; Survival of Terms**

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 5. Liability; Worker Compensation Claims; Insurance; 8. State Audits; 9. Government Data Practices; 10. Governing Law; Jurisdiction; Venue; and 12. Force Majeure. The terms and conditions set forth in Article 2. Signal System and EVP System Operation and Maintenance may be terminated by another Agreement between the parties.

**2. Signal System and EVP System Operation and Maintenance**

Operation and maintenance responsibilities will be as follows for the existing Signal System and EVP System on TH 10 South Ramps at Airport Road and for the Interconnect on Airport Road from Trunk Highway No. 10 South Ramps to 85th Avenue.

**2.1. City Responsibilities**

- A. Power.** The City will be responsible for and will pay all monthly electrical service expenses necessary to operate the Signal System, EVP System, and Interconnect.
- B. Minor Signal System Maintenance.** The City will provide for the following, without cost to the State.
  - i. Maintain the signal pole mounted Light Emitting Diode ("LED") luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended American Association of State Highway and Transportation Officials ("AASHTO") levels for the installation.
  - ii. Replace the Signal System LED indications. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or fails or no longer meets Institute of Traffic Engineers ("ITE") standards for light output.
  - iii. Clean the Signal System controller cabinet and service cabinet exteriors.
  - iv. Clean the Signal System and luminaire mast arm extensions.
- C. Interconnect.** The City will maintain the interconnect along Airport Road from the Trunk Highway No. 10 South Ramps to 85th Avenue.

**2.2. State Responsibilities**

- A. Timing; Other Maintenance.** The State will maintain the signing and perform all other Signal System, APS, and signal pole luminaire circuit maintenance without cost to the City. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.
- B. EVP System Operation.** The EVP System will be installed, operated, maintained, and removed according to the following conditions and requirements:
  - i. All maintenance of the EVP System must be done by State forces.
  - ii. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. The City will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.
  - iii. Malfunction of the EVP System must be reported to the State immediately.
  - iv. In the event the EVP System or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after the City receives written notice from the State, the State may remove the EVP System. Upon removal of the EVP System pursuant to this Paragraph, all of its parts and components become the property of the State.
  - v. All timing of the EVP System will be determined by the State

**2.3. Right of Way Access.** Each party authorizes the other party to enter upon their respective public right of way to perform the maintenance activities described in this Agreement.

**2.4. Related Agreements.** This Agreement will supersede and terminate the operation and maintenance terms of Agreement No. 89278M, dated July 20, 2006, between the parties, for the intersection of TH 10 South Ramps at Airport Road.

### 3. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

#### 3.1. The State's Authorized Representative will be:

Name, Title: Greg Kern, MnDOT Metropolitan District Traffic Engineering (or successor)  
 Address: 1500 County Road B2 West, Roseville, MN 55113  
 Telephone: (651) 234-7877  
 E-Mail: gregory.kern@state.mn.us

#### 3.2. The City's Authorized Representative will be:

Name, Title: Dan Schluender, City Engineer (or successor)  
 Address: 10801 Town Square Drive, Blaine, MN 55449  
 Telephone: (763) 785-6158  
 E-Mail: dschluender@blainemn.gov

### 4. Assignment; Amendments; Waiver; Contract Complete

- 4.1. **Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 4.2. **Amendments.** 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.
- 4.3. **Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 4.4. **Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

### 5. Liability; Worker Compensation Claims; Insurance

- 5.1. Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts, omissions of others, and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.
- 5.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

### 6. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

### 7. Title VI/Non-discrimination Assurances

The City agrees to comply with all applicable United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances contained in USDOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: <https://edocs->

[public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](http://public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). The City will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the City's compliance with this provision. The City must cooperate with State throughout the review process by supplying all requested information and documentation to State, making City staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

**8. State Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

**9. Government Data Practices**

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

**10. Governing Law; Jurisdiction; Venue**

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. 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.

**11. Termination by Mutual Agreement**

This Agreement may be terminated by mutual agreement of the parties.

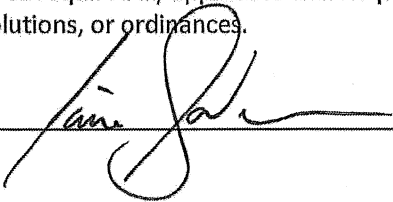
**12. Force Majeure**

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance) if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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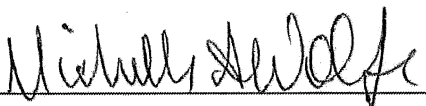
**CITY OF BLAINE**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: 

Title: Mayor

Date: March 21, 2022

By: 

Title: City Manager

Date: March 21, 2022

**DEPARTMENT OF TRANSPORTATION**

Approved:

**Michael Barnes** Digitally signed by Michael Barnes  
Date: 2022.03.24 12:58:07 -05'00'

By: \_\_\_\_\_  
(District Engineer)

Date: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With Delegated Authority)

Date: \_\_\_\_\_

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**

## CITY OF BLAINE

### RESOLUTION

IT IS RESOLVED that the City of Blaine enter in to MnDOT Agreement No. 1048971 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for the operation, maintenance and power of the existing Traffic Control Signal with Signal Pole Mounted Luminares, Emergency Vehicle Pre-emption System, and Signing on Trunk Highway No. 10 South Ramps at Airport Road; in the City of Blaine, Anoka County, Minnesota.

IT IS FURTHER RESOLVED that the Mayor and the City Manager  
(Title)  
are authorized to execute the Agreement and any amendments to the Agreement.

### CERTIFICATION

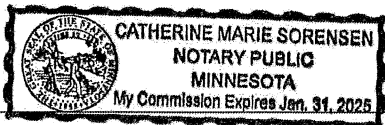
I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Blaine at an authorized meeting held on the 21st day of March, 2022, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this  
21st day of March, 2022

Notary Public

My Commission Expires

1-31-2025



(Signature)

(Type or Print Name)

(Title)