

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF MAPLEWOOD
And
CITY OF ST. PAUL
And
RAMSEY COUNTY
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (S.P.):	<u>6283-234</u>	Estimated Amount Receivable
State Project Number (S.P.):	<u>6283-233</u>	Ramsey County
Trunk Highway Number (T.H.):	<u>94=392</u>	<u>\$245,270.98</u>
State Project Number (S.P.):	<u>6221-100</u>	
Trunk Highway Number (T.H.):	<u>61=102</u>	Estimated Amount Receivable
State Project Number (S.P.):	<u>6220-82</u>	City of St. Paul
Trunk Highway Number (T.H.):	<u>61=104</u>	<u>\$138,890.98</u>
State Project Number (S.P.):	<u>6227-84</u>	
Trunk Highway Number (T.H.):	<u>120=117</u>	Estimated Amount Receivable
State Project Number (S.P.):	<u>8282-119</u>	City of Maplewood
Trunk Highway Number (T.H.):	<u>94=392</u>	<u>\$34,611.30</u>
State Aid Project (S.A.P.):	<u>164-215-014</u>	
State Aid Project (S.A.P.):	<u>164-216-020</u>	
State Aid Project (S.A.P.):	<u>164-020-137</u>	
State Aid Project (S.A.P.):	<u>164-151-009</u>	
State Aid Project (S.A.P.):	<u>062-668-051</u>	
State Aid Project (S.A.P.):	<u>062-668-053</u>	
State Aid Project (S.A.P.):	<u>138-020-041</u>	
Federal Project Number:	<u>NHPP-I940(018)</u>	

Signal System ID	39342 System "A" T. H. 61 at T. H. 5 W. Jct. (7th Street E.)
	39341 System "B" T. H. 61 at T. H. 94 Ramps/6th Street E.
	39067 System "C" T. H. 61 at Kellogg Blvd./3rd Street E.
	39352 System "D" T. H. 94 S. Ramp at C.S.A.H. 65 (White Bear Avenue)
	39351 System "E" T. H. 94 N. Ramp at C.S.A.H. 65 (White Bear Avenue)
	39354 System "F" T. H. 94 S. Ramp at N. Ruth Street
	39353 System "G" Old Hudson Road at N. Ruth Street
	21343 System "H" T. H. 94 S. Ramp at T. H. 120 (Century Avenue)
	21344 System "I" T. H. 94 N. Ramp at T. H. 120 (Century Avenue)
	21432 System "J" T. H. 120 (Century Avenue N.) at Innovation Blvd.
	21342 System "K" T. H. 94 S. Ramp at C.S.A.H. 65 (McKnight Road)
	21341 System "L" T. H. 94 N. Ramp at C.S.A.H. 65 (McKnight Road)

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Maplewood acting through its City Council ("Maplewood"), the City of St. Paul acting through its City Council ("St. Paul"), and Ramsey County acting through its Board of Commissioners ("County").

Recitals

1. The State will perform grading, bituminous and concrete surfacing, ADA improvements, bridge, signal, lighting, and TMS construction and other associated construction upon, along and adjacent to Trunk Highway No. 94 from 795 feet east of Mounds Boulevard to 1,900 feet east of Century Avenue and on Trunk Highway No. 61 from 1,050 feet north of Burns Avenue to Trunk Highway No. 5 (7th Street East), and on Trunk Highway No. 120 from 48 feet south of Brookview Drive to 4th Street North according to State-prepared plans, specifications and special provisions designated by the State as State Project No. 6283-234 (T.H. 94=392)("Project"); and
2. The State requests Maplewood to participate in the costs of Signal, Emergency Pre-Emption (EVP) and State Furnished Materials (SFM) for Signal Systems "K and "L" construction and Maplewood is willing to participate in the costs of said construction and associated construction engineering in the amount of \$34,611.30; and
3. The State requests St. Paul to participate in the costs of the McKnight Trail, Signal System "G" and ADA intersection improvements, Fiber Optic Interconnect, Signal, EVP and SFM for Signal System "K" construction and St. Paul is willing to participate in the costs of said construction and associated construction engineering in the amount of \$138,890.98; and
4. The State requests the County to participate in the costs of the McKnight Trail, Fiber Optic Interconnect, Signal, EVP and SFM for Signal Systems "K" and "L" construction and the County is willing to participate in the costs of said construction and associated construction engineering in the amount of \$245,270.98; and
5. Maplewood, St. Paul, the County, and the State wish to define their respective power, operation, and maintenance responsibilities for the revised Traffic Control Signal Systems (Systems "A" through "J") and the new Traffic Control Signal Systems (Systems "K" and "L"); and
6. Existing agreements for revised Systems "A" through "J" addressing the power, operation, and maintenance terms for those Traffic Control Signal Systems will remain in full force and effect; and
7. Maplewood, St. Paul, the County, and the State will participate in the respective power, operation, and maintenance responsibilities for the new Traffic Control Signals (Signal Systems) including Emergency Vehicle Pre-emption ("EVP Systems") and for the new Interconnect (Interconnect) on Trunk Highway No. 94 S. Ramp at County State Aid Highway No. 65 (McKnight Road) (System "K") and Trunk Highway No. 94 N. Ramp at County State Aid Highway No. 65 (McKnight Road) (System "L") in the cities of Maplewood and St. Paul; and
8. 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; Plans; Incorporation of Exhibits

- 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: 3. Maintenance by Maplewood and St. Paul; 8. Liability; Worker Compensation Claims; 10. State Audits; 11. Government Data Practices; 12. Governing Law; Jurisdiction; Venue; and 14. Force Majeure. The terms and conditions set forth in Article 4. Signal Systems, EVP Systems and Interconnect – Power, Operation, and Maintenance will survive the expiration of this Agreement, but may be terminated by another Agreement between the parties.

1.4. **Plans, Specifications, Special Provisions.** Plans, specifications and special provisions designated by the State as State Project No. 6283-234 (T.H. 94=392) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference. ("Project Plans")

2. Construction by the State

2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

2.2. *Direction, Supervision and Inspection of Construction.*

A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.

B. **Inspection by the County, Maplewood, and St. Paul.** The County, Maplewood, and St. Paul participation construction covered under this Agreement will be open to inspection by the County, Maplewood, and St. Paul. If the County, Maplewood, or St. Paul believe their respective participation construction covered under this Agreement has not been properly performed or that the construction is defective, the County, Maplewood, or St. Paul will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the County, Maplewood, or St. Paul are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the County, Maplewood, and St. Paul participation construction covered under this Agreement.

2.3. *Plan Changes, Additional Construction, Etc.*

A. The State will make changes in the Project Plans and contract construction, which may include the County, Maplewood, and St. Paul participation construction covered under this Agreement, and will enter into any necessary addenda, change orders and supplemental agreements with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate County, Maplewood, and St. Paul official of any proposed addenda, change orders and supplemental agreements to the construction contract that will affect the County, Maplewood, or St. Paul participation construction covered under this Agreement.

B. The County, Maplewood, or St. Paul may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.

2.4. **Right-of-Way.** This Agreement does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge facility that would become subject to Section 4(f) of the Federal Aid Highway Act of 1968 for the shared-use path and/or non-motorized pedestrian trails constructed under the this construction contract.

2.5. **Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

2.6. *Permits*

Limited Use Permit. Maplewood and St. Paul will obtain, through the District's Right of Way Area Manager, Limited Use Permits LUP # 6283-0075 and LUP # 6283-0074 respectively to cover the liability responsibilities of the non-motorized pedestrian trails to be constructed upon the State right-of-way.

3. Maintenance by Maplewood and St. Paul.

Upon completion of the project, Maplewood and St. Paul will provide the following without cost or expense to the State:

- 3.1. Sidewalks.** Maplewood and St. Paul maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps within their respective city limits. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any) and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
- 3.2. Shared Use Paths.** Maplewood and St. Paul maintenance of any shared use paths construction within their respective city limits. Maintenance includes, but is not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, pavement replacement, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the shared use paths in a safe and usable condition. Maintenance shall be consistent with Limited Use Permits LUP # 6283-0075 and LUP # 6283-0074.
- 3.3. Noise Walls.** Maplewood and St. Paul maintenance of the non-highway side of any noise wall construction within their respective city limits. Maintenance includes vegetation control, graffiti removal on the non-highway side and any other maintenance activities necessary to perpetuate the walls in a safe, usable and aesthetically acceptable condition.

4. Signal Systems, EVP Systems, and Interconnect Power - Operation, and Maintenance

Power, operation, and maintenance responsibilities will be as follows for the new Signal Systems including EVP Systems and for the new Interconnect on Trunk Highway No. 94 S. Ramps at County State Aid Highway No. 65 (McKnight Road) (System "K") and Trunk Highway No. 94 N. Ramps at County State Aid Highway No. 65 (McKnight Road) (System "L").

4.1 (System "K"), Trunk Highway No. 94 S. Ramps at County State Aid Highway No. 65 (McKnight Road).

- A. Power.** St. Paul will be responsible for the hook-up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the Signal System, EVP System, and Interconnect.

B. Minor Luminaire Maintenance.

The County will provide for the following at its own cost:

Maintain the signal pole mounted LED luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.

C. Minor Signal System Maintenance.

The County will provide for the following at its own cost:

- i.** Replace the Signal Systems LED indications. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual, fails, or no longer meets Institute of Traffic Engineers (ITE) standards for light output.
- ii.** Clean the Signal System controller cabinet and service cabinet exteriors.
- iii.** Clean the Signal Systems and luminaire mast arm extensions.

D. Major Signal System Maintenance

The State will provide for the following at its own cost:

- i. **Interconnect, Other Maintenance, and Timing.** Maintain the interconnect (between System "K" and System "L") and signing, and perform all other Signal System and signal pole luminaire circuit maintenance. All Signal System timing will be determined by the State.
- ii. **Locating.** Perform Gopher State One Call Locating for System "K"; and for the interconnect between System "K" and System "L".
- iii. **EVP System Operation.** The EVP System will be operated, maintained, and removed according to the following conditions and requirements:

All maintenance of the EVP System will be done by State forces.

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. Maplewood, St. Paul, and the County will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.

Malfunction of the EVP System must be reported to the State immediately.

In the event the EVP System or EVP 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 Maplewood, St. Paul, and the County 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.

All timing of the EVP System will be determined by the State.

4.2 (System "L"), Trunk Highway No. 94 N. Ramps at County State Aid Highway No. 65 (McKnight Road)

- A. **Power.** The County will be responsible for the hook-up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the Signal System, EVP System, and Interconnect.

- B. **Minor Luminaire Maintenance.**

The County will provide for the following at its own cost:

Maintain the signal pole mounted LED luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.

- C. **Minor Signal System Maintenance.**

The County will provide for the following at its own cost:

- i. Replace the Signal Systems LED indications. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual, fails, or no longer meets Institute of Traffic Engineers (ITE) standards for light output.
- ii. Clean the Signal System controller cabinet and service cabinet exteriors.
- iii. Clean the Signal Systems and luminaire mast arm extensions.

- D. **Major Signal System Maintenance**

The State will provide for the following at its own cost:

- i. **Interconnect, Other Maintenance, and Timing.** Maintain the interconnect (between System "L" and System "K") and signing, and perform all other Signal System and signal pole luminaire circuit maintenance. All Signal System timing will be determined by the State.

- ii. **Locating.** Perform Gopher State One Call Locating for System "L"; and for the interconnect between System "L" and System "K".
- iii. **EVP System Operation.** The EVP System will be operated, maintained, and removed according to the following conditions and requirements:

All maintenance of the EVP System will be done by State forces.

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. Maplewood, St. Paul, and the County will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.

Malfunction of the EVP System must be reported to the State immediately.

In the event the EVP System or EVP 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 Maplewood, St. Paul, and the County 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.

All timing of the EVP System will be determined by the State.

As owner of the Right-of Way Signal Systems "K" and "L" are located on, the State reserves the right to schedule future Signal and EVP System removal, replacement, and relocation.

4.3 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.

4.4 Related Agreements.

- i. This agreement will supersede the EVP System operation, revision, maintenance, and removal terms of Agreement No. 1629-R, dated May 3, 1978 between Maplewood and the State for the intersections of Trunk Highway No. 94 North Frontage Road/Hudson Road at County State Aid Highway No. 65 (McKnight Road) and Trunk Highway No. 94 South Frontage Road/Hudson Place-Burns Avenue at County State Aid Highway No. 65 (McKnight Road).
- ii. This agreement will supersede and terminate Agreement No. 61949, dated March 7, 1984 between Maplewood and the State for the intersections of Trunk Highway No. 94 North Frontage Road/Hudson Road at County State Aid Highway No. 65 (McKnight Road) and Trunk Highway No. 94 South Frontage Road/Hudson Place-Burns Avenue at County State Aid Highway No. 65 (McKnight Road).

5. County, Maplewood, and St. Paul Cost and Payment by the County, Maplewood, and St. Paul

- 5.1. **County Cost.** \$245,270.98 (\$227,102.76 construction and \$18,168.22 construction engineering) is the County's full and complete lump sum cost for trail, interconnect, and signal, and EVP construction and State Furnished Materials and associated construction engineering.
- 5.2. **Maplewood Cost.** \$34,611.30 (\$32,047.50 construction and \$2,563.80 construction engineering) is Maplewood's full and complete lump sum cost for signal, and EVP construction and State Furnished Materials and associated construction engineering.
- 5.3. **St. Paul Cost.** \$138,890.98 (\$128,602.76 construction and \$10,288.22 construction engineering) is St. Paul's full and complete lump sum cost for trail, ADA intersection improvements, interconnect, and signal, and EVP construction and State Furnished Materials and associated construction engineering.

5.4. Conditions of Payment. The County, Maplewood, and St. Paul will pay the State the full and complete lump sum amounts after the following conditions have been met:

- A. Execution of this Agreement and transmittal to the County, Maplewood, and St. Paul.
- B. The County, Maplewood, and St. Paul's receipt of a written request from the State for the advancement of funds

6. 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.

6.1. The State's Authorized Representative will be:

Name/Title: Maryanne Kelly-Sonnek, Municipal Agreements Engineer (or successor)
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
 Telephone: (651) 366-4634
 E-Mail: maryanne.kellysonnek@state.mn.us

6.2. The County's Authorized Representative will be:

Name/Title: Julie Kleinschmidt, County Manager (or successor)
 Name/Title: Jim Tolaas, Director of Public Works/County Engineer (or successor)
 Name/Title: Joe Lux, Senior Planner County Public Works (or successor)
 Address: 1425 Paul Kirkwood Drive, Arden Hills, MN 55112-3933
 Telephone: (651) 266-7114

6.3. Maplewood's Authorized Representative will be:

Name/Title: Michael Thompson, P.E. Director of Public Works/City Engineer (or successor)
 Address: 1902 County Road B East, Maplewood, MN 55109
 Telephone: (651) 249-2403

6.4. St. Paul's Authorized Representative will be:

Name/Title: Brian P. Vitek, P.E. Civil Engineer IV, Department of Public Works (or successor)
 Address: 800 City Hall Annex, 25 W. Fourth Street, St. Paul, MN 55102
 Telephone: (651) 266-6214
 E-Mail: Brian.vitek@ci.stpaul.mn.us

7. Assignment; Amendments; Waiver; Contract Complete

7.1. Assignment. Neither 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.

7.2. 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.

7.3. 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.

7.4. Contract Complete. This Agreement contains all prior negotiations and agreements between the State and the County, Maplewood, and St. Paul. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability; Worker Compensation Claims

- 8.1.** 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 and 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 County, Maplewood, and St. Paul.
- 8.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

9. Nondiscrimination

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

10. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the County, Maplewood, and St. Paul's books, records, documents, and 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.

11. Government Data Practices

The County, Maplewood, and St. Paul 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 County, Maplewood, and St. Paul 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 County, Maplewood, and St. Paul or the State.

12. 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.

13. Termination; Suspension

- 13.1. *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties.
- 13.2. *Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the County, Maplewood, and St. Paul.
- 13.3. *Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

14. Force Majeure

Neither 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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RAMSEY COUNTY

DEPARTMENT OF TRANSPORTATION

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.

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With delegated authority)

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

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

mk-5

MAPLEWOOD

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: _____

Date: _____

By: _____

Title: _____

Date: _____

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

ST. PAUL

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.

Recommended for Approval:

By: _____
(Director of Public Works)

Approved as to form and execution:

By: _____
(Assistant City Attorney)

By: _____
(Mayor)

Date: _____

By: _____
(Director of Finance & Management Services)

Date: _____

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

RAMSEY COUNTY

RESOLUTION

IT IS RESOLVED that Ramsey County enter into MnDOT Agreement No. 1001178 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the County to the State of the County's share of the costs of the McKnight Trail, Fiber Optic Interconnect, Signal, EVP and SFM for Signal Systems "K" and "L" construction and other associated construction to be performed upon, along and adjacent to the Trunk Highway No. 94 / McKnight Road interchange under State Project No. 6283-234 (T.H. 94=392).

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

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Ramsey County at an authorized meeting held on the _____ day of _____, 2015, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this _____ day of _____, 2015

Notary Public _____

My Commission Expires _____

**NOTARY
STAMP**

(Signature)

(Type or Print Name)

(Title)

CITY OF MAPLEWOOD

RESOLUTION

IT IS RESOLVED that the City of Maplewood enter into MnDOT Agreement No. 1001178 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the Signal, Emergency Pre-Emption (EVP) and State Furnished Materials (SFM) for Signal Systems "K and "L" construction and other associated construction to be performed upon, along and adjacent to the Trunk Highway No. 94 / McKnight Road interchange under State Project No. 6283-234 (T.H. 94=392)..

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

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Maplewood at an authorized meeting held on the _____ day of _____, 2015, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this _____ day of _____, 2015

Notary Public _____

My Commission Expires _____

**NOTARY
STAMP**

(Signature)

(Type or Print Name)

(Title)

CITY OF ST. PAUL

RESOLUTION

IT IS RESOLVED that the City of St. Paul enter into MnDOT Agreement No. 1001178 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the McKnight Trail, Signal System "G" and ADA intersection improvements, Fiber Optic Interconnect, and Signal, EVP and SFM for Signal System "K" construction and other associated construction to be performed upon, along and adjacent to the Trunk Highway No. 94 / McKnight Road interchange under State Project No. 9283-234 (T.H. 94=392).

IT IS FURTHER RESOLVED that the Mayor and the _____ are
(Title)
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 St. Paul at an authorized meeting held on the _____ day of _____, 2015, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this _____ day of _____, 2015

Notary Public _____

My Commission Expires _____

**NOTARY
STAMP**

(Signature)

(Type or Print Name)

(Title)