

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF RAMSEY
And
ANOKA COUNTY
AMENDMENT NO. 1

State Project Number (S.P.):	<u>0202-95</u>
Trunk Highway Number (T.H.):	<u>10 = 003</u>
Signal System ID's:	<u>System "A" = 39839</u>
	<u>System "B" (No I.D.)</u>
	<u>System "C" (No I.D.)</u>

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

Recitals

1. The State has a contract with the City and the County identified as MnDOT Contract No. 07023 ("Original Contract") to define their respective power, operation, and maintenance responsibilities for the existing Traffic Control Signal ("Signal System") including an Emergency Vehicle Pre-emption System ("EVP System") on Trunk Highway No. 10 at County State Aid Highway (C.S.A.H.) No. 83 (Armstrong Boulevard) North Ramps ("System A"); for the existing Traffic Control Signal including an Emergency Vehicle Pre-emption System on C.S.A.H. 83 (Armstrong Boulevard) at Sunwood Drive/147th Avenue NW ("System B"); and for the components for a future Traffic Control Signal on T.H. 10 at C.S.A.H. 83 (Armstrong Boulevard) South Ramps ("System C") in the City of Ramsey, Anoka County, Minnesota; and
2. The System A timing, EVP, and other maintenance previously performed by the County under Article 2.1.D. was terminated on July 21, 2021 by the State when the State took over operation of System A; and
3. The County had a battery backup system installed on System A during their operation of the signal; and
4. The City has agreed to reimburse the State for the ongoing maintenance for the battery backup system; and
5. The State, the City, and the County are willing to amend the Original Contract as stated below.

Contract Amendment

REVISION 1. Article 2.1 is deleted in its entirety and replaced as follows:

2.1. System "A"

Power, operation, and maintenance responsibilities will be as follows for the Signal System including an EVP System on Trunk Highway No. 10 at County State Aid Highway No. 83 (Armstrong Boulevard) North Ramps in the City of Ramsey, Anoka County.

- A. Power.** The City 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 and EVP System.
- B. City Responsibilities.** 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. Reimburse the State for the costs associated with battery replacement for the battery back-up system which includes battery purchase, installation, and disposal.
- C. County Responsibilities.** The County will provide for the following, without cost to the State.
 - i. 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.
 - ii. Clean the Signal System, Signal System controller cabinet, and service cabinet exteriors.
- D. State Responsibilities**
 - i. **Interconnect; Timing; Other Maintenance.** The State will maintain the Interconnect and signing, and perform all other Signal System, APS, and signal pole luminaire circuit maintenance without cost to the City and/or County. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.
 - ii. **Battery Backup and Replacement Batteries.** Perform all tasks associated with battery replacement for the battery backup system, which includes battery purchase, installation, and disposal, and maintain the remainder of the battery backup system and invoice the City 100% of the costs associated with this work.
 - iii. **EVP System(s) Operation.** The EVP System will be installed, operated, maintained, and removed according to the following conditions and requirements:

- a. All maintenance of the EVP System must be done by State forces.
- b. 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 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.
- c. Malfunction of the EVP System must be reported to the State immediately.
- d. 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 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.
- e. All timing of the EVP System will be determined by the State

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

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CITY OF RAMSEY

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: _____

By: _____

Title: City Administrator

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

ANOKA COUNTY

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: Board Chair

Date: _____

By: County Administrator

Title: _____

Date: _____

By: Assistant County Attorney

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____