

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF MARSHALL  
AMENDMENT NO. 1**

**State Project Number (SP):** 4210-38  
**Trunk Highway Number (TH):** 68=068  
**Federal Project Number:** STPX 4207 (027)

This Amendment is to Agreement 90606 between the State of Minnesota, acting through its Commissioner of Transportation (State) and the City of Marshall, acting through its City Council (City).

**Recitals**

1. The State has an Agreement with the City identified as MnDOT Agreement No. 90606 (Original Agreement) to provide payment by the City to the State for the City's share of the costs of the grading, concrete surfacing, curb and gutter, sidewalk, municipal utilities, lighting, landscaping, traffic control signal construction and other associated construction upon, along, and adjacent to Trunk Highway No. 68 from 176 feet northwest of the west junction of Trunk Highway No. 59 to the junction of Trunk Highway No. 19 within the corporate City limits in accordance with State plans, specifications, and special provisions designated as State Project No. 4210-38 (TH 68=068) and in the records of the Federal Highway Administration as Minnesota Project STPX 4207 (027); and
2. The Original Agreement is amended to modify ownership and maintenance responsibilities of Signal System "A" on TH 59 at North 3<sup>rd</sup> Street; and
3. The State and the City are willing to amend the Original Agreement as stated below.

**Agreement Amendment**

In this Amendment, deleted contract terms will be ~~struck out~~ and the added contract terms will be underlined.

**REVISION 1. Article VI, Section E is amended as follows:**

**Section E. Signal Maintenance**

Upon satisfactory completion of the traffic control signal Systems "~~A~~", "B", "C" and "D" construction to be performed within the corporate City limits under the construction contract, the City shall provide for the following, without cost or expense to the State.

1. Maintain the traffic control signal attached luminaires and all of its components, including replacing the luminaire when necessary.
2. Re-lamp the new traffic signals and luminaires.
3. Clean and paint the new traffic signals, cabinets and luminaire mast arm extensions.
4. Paint and maintain pedestrian crosswalk markings, including the colored concrete pedestrian crossings.

The State shall, at its cost and expense, maintain the signing and perform all other traffic control signal and street light maintenance for traffic control signal Systems "A", "B", "C" and "D" and maintain the interconnect on Trunk Highway No. 59/Trunk Highway No. 68 (West Main Street) from 5th Street to junction Trunk Highway No. 19/Trunk Highway No. 59 (College Drive).

The City shall be responsible for the cost and application to secure an adequate power supply to the traffic signal service pads or poles. Upon satisfactory completion of the traffic signal construction to be performed within the corporate City limits under the construction contract, the City shall pay all monthly electrical service expenses necessary to operate the traffic signals, their interconnection and the EVP systems, without cost or expense to the State.

**REVISION 2. Article VI, Section M is added as follows:**

**Section M. Signal System "A"**

**City Responsibilities.** Signal System "A" will be owned and maintained by the City. The City, at no cost or expense to the State, will provide all major and minor signal system maintenance, including but not limited to, attached luminaires and all its components, including replacing the luminaire when necessary, performing all Gopher State One Call locating, future system replacement, snow, ice and debris removal on pedestrian landings and ramps, and maintenance of crosswalk pavement markings. The City will be responsible for the power, including 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. The City will provide for the maintenance of the signal system cabinet and poles, including, but not limited to, knockdowns, cleaning, painting, and all other activities necessary to perpetuate safe and aesthetic operation of the signal system.

**State Responsibilities.** Signal timing will be determined by the State and no changes will be made without the State's approval.

**EVP System Operation.** The EVP System will be operated, maintained, and removed according to the following conditions and requirements:

1. All maintenance of the EVP System must be done by State forces.
2. 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.
3. Malfunction of the EVP System must be reported to the State immediately.
4. 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 2 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.
5. All timing of the EVP System will be determined by the State.

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

(The remainder of this page has been intentionally left blank.)

**CITY OF MARSHALL**

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 Clerk

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: \_\_\_\_\_

STATE OF MINNESOTA)

:SS

COUNTY OF LYON )

The undersigned, being the duly qualified City Clerk of the City of Marshall, Minnesota, and as such the custodian of the books and records of said City, hereby certifies and attests that the attached copy of Resolution Number 2929, Second Series is a true and correct copy of the original of said Resolution which are on file and of record in my office.

  
Thomas M. Meulebroeck, CMC  
Financial Director/City Clerk  
City of Marshall

(SEAL)

RESOLUTION NUMBER 2929, SECOND SERIES

RESOLUTION AUTHORIZING EXECUTION OF  
COOPERATIVE CONSTRUCTION AGREEMENT AND AMENDMENTS

BE IT RESOLVED BY THE CITY COUNCIL OF MARSHALL, MINNESOTA that the City of Marshall enter into Mn/DOT Agreement No. 90606-R 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 utilities, parking, lighting, aesthetics and signal construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 68 from 176 feet northwest of the west junction of Trunk Highway No. 59 to the junction of Trunk Highway No. 19 within the corporate City limits under State Project No. 4210-38.

BE IT FURTHER RESOLVED that the Mayor and the City Clerk/Financial Director are authorized to execute the Agreement and any amendments to the Agreement.

Passed and adopted by the Council this 12<sup>th</sup> day of February, 2007.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk/Financial Director

This Instrument Drafted by:  
Glenn J. Olson, P.E.  
Director of Public Works/City Engineer