

CITY OF MINNETRISTA



CITY COUNCIL AGENDA ITEM

Subject: Approve joint agreement for streetlights with Hennepin County

Prepared By: Gary Peters, Public Works Director

Meeting Date: October 5, 2026

Issue:

Hennepin County wants a joint agreement for installing streetlights at the intersections of County Road 26 and North Branch Road, and at County Rd 26 and Game Farm Road.

Background/History:

In 2024, Hennepin County reconstructed County Road 26 from County Road 110 North to the western border of Minnetrista/Carver County. During the construction planning phase, residents asked if street lighting could be installed at the intersections of County Road 26 and North Branch Road, and at County Rd 26 and Game Farm Road.

Overview:

Hennepin county approached the Public Works Director asking if the City would be willing to look at a joint agreement to install the lights at these intersections. Upon hearing a yes, they added the streetlight installation to the planning process. The first construction plan included installing new light posts and fixtures and running electric lines from the power pole to these new streetlights and a cost of nearly \$30,000.00. The Public Works Director ask why arms and fixtures were not being added to the power poles already in place at the intersection. This was investigated and the plan set was changed.

On September 2 of this year, the Public Works Director received an email from the Hennepin County Graduate Engineer Adam Bentson who was working on closing out the County Road 26 project and noticed that the county never finalized the agreement for the lighting work. A formal agreement was sent over, and the Public Works Director asked the City Attorney to read the agreement and make changes as needed. The returned copy was sent to the county, and they approved of the changes. The agreement is attached.

Fiscal Impact:

This agreement states a split cost for the installation of the light fixtures on the power poles already in place at a cost of \$2,000.00 for the City. The City would pay for the monthly electricity cost, estimated to be around \$20.00 per month, and any future maintenance of the new lights. This is the same arrangement the City has with Xcel Energy for all intersection streetlights throughout the City.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

Recommended City Council Action:

Motion to approve Resolution No. 106-26 for a joint lighting agreement between Hennepin County and the City of Minnetrista for the installation of new streetlights to the existing power poles at the intersections of County Road 26 at North Branch Road and County Road 26 at Game Farm Road.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

CONSTRUCTION COOPERATIVE AGREEMENT

This Agreement is made between the **County of Hennepin**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the “County”, and the **City of Minnetrista**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the “City”. The County and the City collectively are referred to as the “Parties”.

Recitals

The following Recitals are incorporated into this Agreement.

1. The County, in coordination with the City, desires to install two streetlights on the intersections of County Road (CR) 26 at Game Farm and Ingerson roads within the corporate limits of the City (“Lighting Project”).
2. The County is leading a pavement rehabilitation project on CR 26 between Hennepin County border with Carver County and CSAH 110 in Minnetrista as part of County Project (CP) 2210403 (the “Pavement Project”).
3. The County will contract with Wright-Hennepin Cooperative Electric Association (“Wright-Hennepin”) to perform the Lighting Project, which will be coordinated with the Pavement Project.
4. The County Engineer has provided Exhibit A (Lighting Project Estimated Construction Cost), a copy of which is attached hereto.
5. The City has agreed to cost participate in the Lighting Project as provided herein, which shall hereinafter be referred to as the “Project” as further illustrated in the attached Exhibit B (Project Layout).
6. The Parties have agreed to enter into this Agreement to memorialize the partnership and to outline each party’s ownership and financial responsibilities, and maintenance responsibilities for the Project.
7. The County shall be the lead agency in delivering the Project.
8. The Project will be carried out by the Parties under the provisions of Minnesota Statutes, Section 162.17, Subdivision 1, and Section 471.59.

Agreement

NOW, THEREFORE, the Parties agree as follows:

1. Term of Agreement and Survival of Terms.

1.1. Effective Date. This Agreement is effective as of the date of the final signature.

1.2. Expiration Date. This Agreement will expire after the date in which all obligations have been satisfactorily fulfilled.

1.3. Survival of Terms. Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: Maintenance Responsibilities, Records/Audits, Indemnification, Insurance, Worker Compensation Claims, Cancellation, Termination, and Minnesota Laws Govern.

1.4. Exhibits. All exhibits are incorporated into this Agreement.

1.4.1 Exhibit A (Lighting Project Estimated Construction Cost).

1.4.2 Exhibit B (Project Layout).

2. Project Construction.

2.1. Contract Award and Administration. The County or its agents shall authorize Wright-Hennepin to proceed with the Project upon execution of this Agreement.

2.2. Detours. The Project may require limited detouring of traffic onto the City's streets. The Parties agree that there will be no compensation to the City for detours onto its streets required to construct the Project.

3. Cost Participation. The City will participate in the construction costs for the Project as provided herein.

3.1. City's Total Cost Participation. As referenced in Exhibit A, and for informational purposes only, the current estimated construction cost of the Project is \$4,000.00. The Parties understand and agree that the City's cost participation in the Project shall be fifty percent (50%) of the final cost of the Project ("City's Cost Participation"). The City's Cost Participation is estimated to be \$2,000.00.

4. Payment.

4.1. Amount Due. The City agrees to pay the City's Cost Participation amount as described herein.

4.2. When to Invoice. After authorization by the County to the Wright-Hennepin to proceed

with the Project, the County shall invoice the City for ninety five percent (95%) of the City's Cost Participation for the Project.

4.3. Pay to the Order of. Payments shall be made to the County in the name of the Hennepin County Treasurer, by the City for the full amount due stated on the invoices within forty five (45) days of the invoice date.

4.4. Where to Send Payment. Payment should include the date, the name of the County Project Manager (Joshua Jansen, P.E.), Project name and County Project number (C.P. 2210403). Payment and supporting documentation should be made to the following address:

Hennepin County Accounts Receivable
Mail Code 131
300 South 6th St.
Minneapolis, MN 55487

4.5. Final Amount Due. The remainder of the City's shares in the construction costs of the Project, will be due to the County upon acceptance of the County's construction engineer of all the construction work performed by the County's construction contractor and submittal of the County Engineer's final estimate for the Project to the City.

4.6. Remaining Balance. Upon final payment to the Project contractor by the County, any amount remaining as a balance in the deposit account will be returned to the City, within 45 days, on a proportionate basis based on the City's initial deposit amount and the its final proportionate share of the Project costs. Likewise, any amount owed to the County from the City upon final payment by the County, shall be paid by the City as its final payment for the City's Cost Participation of the Project within forty five (45) days of receipt of an invoice from the County.

5. County Supplied Equipment. Not applicable to the Project.

6. The City's Maintenance Responsibilities. Upon completion of the Project, the City shall be responsible for maintenance and operating costs of all the improvements constructed or revised as part of the Project at no cost to the County.

6.1. Street Lighting. The City, at no cost to the County, shall be responsible for paying for the electrical energy for the operation of the streetlights installed as part of the Project.

7. The County's Maintenance Responsibilities. Upon completion of the Project, the County shall have no maintenance responsibilities of the improvements constructed or revised as part of the Project.

8. Authorized Representatives. In order to coordinate the services of the County with the activities of the City and vice versa so as to accomplish the purposes of this Agreement, the Hennepin County and the City Engineers or their designated representatives shall manage this Agreement on behalf of the County and the City.

County of Hennepin:

Carla Stueve
County Highway Engineer
Hennepin County Public Works
1600 Prairie Drive, Medina, MN 55340
Office: 612-596-0356
Carla.Stueve@hennepin.us

City of Minnetrista:

Gary Peters
Public Works Director
7701 Co Rd 110 W, Minnetrista, MN 55364
Office Phone: 952-241-2532
Email: garypeters@cityofminnetrista.gov

9. Assignment, Amendments, Default, Waiver, Agreement Complete, Cancellation or Termination.

- 9.1. Assignment.** The City shall not assign, subcontract, transfer or pledge this Agreement and/or the services to be performed hereunder, whether in whole or in part, without the prior written consent of the County.
- 9.2. Amendments.** Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the Parties hereto.
- 9.3. Default.** If the City fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute a default. Unless the City's default is excused by the County, the County may upon written notice immediately cancel this Agreement in its entirety.
- 9.4. Waiver.** The County's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- 9.5. Agreement Complete.** The entire Agreement between the Parties is contained herein, and this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- 9.6. Cancellation or Termination.** This Agreement may be terminated or cancelled by each party by mutual agreement with or without cause by either party upon thirty (30) day written notice. This Agreement shall be terminated or cancelled by any party upon a material breach by the other party. In the event of a termination or cancellation, the Parties will remain responsible for cost participation as provided in this Agreement for

obligations incurred up through the effective date of the termination or cancellation, subject to any equitable adjustment that may be required to account for the effects of a breach.

10. Indemnification.

10.1. The City Indemnifies the County. The City agrees to defend, indemnify and hold harmless the County, its officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of the City or the City's consultant or sub consultant, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of the City to perform fully, in any respect, all obligations under this Agreement. The City's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.

10.2. The County Indemnifies the City. The County agrees to defend, indemnify and hold harmless the City, its officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of the County or the County's consultant or sub consultant, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of the County to perform fully, in any respect, all obligations under this Agreement. The County's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.

11. Insurance. The County and the City agree that any future contract let by the Parties for the performance of any of the work included hereunder shall include clauses that will: 1) Require the contractor to indemnify and hold the County and the City, their commissioners, officers, agents and employees harmless from any liability, claim, demand, judgments, expenses, action or cause of action of any kind or character arising out of any act or omission of the contractor, their officers, employees, agents or subcontractors; 2) Require the contractor to be an independent contractor for the purposes of completing the work provided for in this Agreement; and 3) Require the contractor to provide and maintain enough insurance so as to assure the performance of its indemnification and hold harmless obligation:

Limits

(1) Commercial General Liability on an occurrence basis with contractual liability coverage:

General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence - Combined Bodily Injury and Property Damage	\$1,500,000

Hennepin County shall be named as an additional insured for the Commercial General Liability coverage with respect to operations covered under this Agreement.

(2) Automobile Liability:

Combined Single limit each occurrence coverage or the equivalent covering owned, non-owned, and hired automobiles: \$1,500,000

(3) Workers' Compensation and Employer's Liability:

Workers' Compensation: Statutory
If the contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.

Employer's Liability. Bodily injury by:
Accident – Each Accident \$500,000
Disease – Policy Limit \$500,000
Disease - Each Employee \$500,000

(4) Professional Liability – Per Claim and Aggregate: \$2,000,000

The above listed Professional Liability insurance will not be required in any construction contract let by the City if the City's contractors are not required to perform design engineering as part of the construction contract.

An umbrella or excess policy over primary liability coverages is an acceptable method to provide the required insurance limits.

The above subparagraphs establish minimum insurance requirements. It is the sole responsibility of the City's contractors to determine the need for and to procure additional insurance which may be needed in connection with the Project.

All insurance policies shall be open to inspection by the County and copies of policies shall be submitted to the County upon written request.

12. Worker Compensation Claims.

12.1. City's Employees. Any and all employees of the City and all other persons engaged by the City in the performance of any work or services required or provided for herein to be performed by the City shall not be considered employees of the County, and any and all claims that may or might arise under the Workers' Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of the 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 the employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the

obligation or responsibility of the County.

- 12.2. County's Employees.** Any and all employees of the County and all other persons engaged by the County in the performance of any work or services required or provided for herein to be performed by the County shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of the 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 the employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the City.
- 13. Records/Audits.** The City agrees that the County, the State Auditor or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records, etc., which are pertinent to the Project and the accounting practices and procedures of the City which involve transactions relating to this Agreement.
- 14. Nondiscrimination.** The provisions of Minnesota Statute Section 181.59 and of any applicable local ordinance relating to civil rights and discrimination and the Affirmative Action Policy statement of Hennepin County shall be considered a part of this Agreement as though fully set forth herein.
- 15. Counterparts/Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.
- 16. Minnesota Laws Govern.** The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the Parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the Parties will be in the appropriate federal court within the State of Minnesota.

(This space left intentionally blank)

IN TESTIMONY WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers and agree to be bound by the provisions herein set forth.

CITY OF MINNETRISTA

By: _____
Mayor

Date: _____

By: _____
City Clerk

Date: _____

COUNTY OF HENNEPIN

ATTEST:

By: _____
Deputy/Clerk of the County Board
Date: _____

By: _____
Chair of its County Board
Date: _____

And: _____
County Administrator
Date: _____

**REVIEWED BY
THE COUNTY ATTORNEY'S OFFICE:**

By: _____
Assistant County Attorney
Date: _____

And: _____
Assistant County Administrator, Public Works
Date: _____

REVIEWED:

By: _____
County Administrative Clerk
Date: _____

RECOMMENDED FOR APPROVAL

By: _____
County Highway Engineer

Date: _____

RECOMMENDED FOR APPROVAL

By: _____
Acting Department Director, Transportation
Operations

Date: _____

EXHIBIT A



Wright-Hennepin Cooperative Electric Association
P.O. Box 330, Rockford, MN 55373-0330

Phone: (763) 477-3000 | Fax: (763) 477-3054

Line Construction Charge Agreement

Bill: Hennepin County
, MN

Service Information

Account No:
Work Order: Rudi Ext: @
Location:
Address:
Addition:
Block: Lot:

<u>Charge Type</u>	<u>Quantity</u>	<u>Charge</u>	<u>Allowance</u>	<u>Unit</u>	<u>Total</u>
Primary Facility Charge	2	\$ 1,000.00	0		\$ 2,000.00
Light	2	\$ 1,000.00	0		\$ 2,000.00

estimate for 2 lights

Total Charges: \$4,000.00

Note: Total does not include applicable sales tax or other required local, state, and federal fees.

I agree to pay the above charge after the work has been completed. Final cost will be based on actual construction footage, and will be invoiced after the work is completed.

Signature: _____

If the homeowner or builder is not ready for service when crews arrive at a mutually agreed upon time because they do not have an inspected and approved meter socket or an adequate corridor to install cable, a trip charge will be applied per the most recent schedule of charges.

Prepared By: Bob Fenner

Date: 02/23/2024

Quote Valid Until: 05/23/2024

Please sign and return in the envelope provided. Thank you!

EXHIBIT B
Project Layout

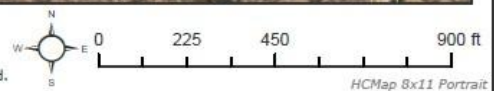
CR 26 Proposed Lighting

Date: 2/7/2024



Comments:

This map has been created for informational purposes only and is not considered a legally recorded map or document. Information is furnished "AS IS" with no representation or warranty expressed or implied.



RESOLUTION NO. 106-26

**RESOLUTION APPROVING A MOTION FOR A JOINT LIGHTING
AGGREEMENT BETWEEN HENNEPIN COUNTY AND THE CITY OF
MINNETRISTA FOR THE INSTALLATION OF NEW STREETLIGHTS TO
THE EXISTING POWER POLES AT THE INTERSECTIONS OF COUNTY
ROAD 26 AT NORTH BRANCH ROAD AND COUNTY ROAD 26 AT GAME
FARM ROAD.**

WHEREAS, Hennepin County has a need to install new streetlights to the existing power poles at the intersections of County Road 26 at North Branch Road and County Road 26 at Game Farm Road;

WHEREAS, Hennepin County requests a joint lighting agreement with the City of Minnetrista for the installation, future electric costs, and maintenance of new streetlights to the existing power poles at the intersections of County Road 26 at North Branch Road and County Road 26 at Game Farm Road;

WHEREAS, both parties require and agree on a Joint Lighting Agreement (attached);

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF MINNETRISTA,**

This resolution was adopted by the City Council of the City of Minnetrista on the 5th day of October 2026, by a vote of _____ Ayes and _____ Nays.

Mayor Lisa Whalen

ATTEST:

Ann Meyerhoff
City Clerk