


ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 6/7/10
Item No.: 12.a

Department Approval



City Manager Approval



Item Description: Adopt a Resolution Approving the Rice Street Interchange Cost Share Agreements

BACKGROUND

The City Council recently ordered City Project M-09-11, Rice Street Interchange Reconstruction Project. This project extends from just south of County Road B to a point several hundred feet north of County Road B-2. The bids will be opened for this project later this month. Federal Highway approval of the bid requires all agreements to be in place for their final sign off. This project includes three traffic signals of which the city has an operational interest in that require agreements detailing jurisdiction's responsibilities. The corridor will also require no parking resolutions from the respective cities as the design will not accommodate parking lanes and off street parking is generally readily available in this area. The project also requires a cost participation agreement outlining the city's share of the overall project costs as detailed in the feasibility report.

POLICY OBJECTIVE

Since this contract will be managed by Ramsey County it is necessary to approve a cooperative agreement for the City's share of the costs as well as new signal agreements that outline jurisdictional responsibilities. The attached agreement delineates project and cost responsibilities related to the project. The city also establishes corridor parking restrictions by resolution as require by statute.

FINANCIAL IMPACTS

Ramsey County is seeking City approval of the cost participation agreement. The City's cost participation shown in the agreement is based on the Engineer's estimate for this project. As explained in the agreement, the City's cost participation will be based on actual project costs.

The total estimated amount receivable from Roseville is \$ 438,100. The City's costs will be paid for using municipal state aid funds, utility infrastructure funds, and assessments as outlined in the feasibility report for this project.

STAFF RECOMMENDATION

Staff recommends approval of cooperative signal agreements, PW2010-07, PW2010-08 and PW2010-09 and authorize the Mayor and Manager to sign the agreement on behalf of the City. Staff recommends approval of a resolution restricting parking on Rice Street from Larpenteur Ave. to Demont Ave. Staff also recommends approval of cooperative agreement PW2010-13 which outlines cost share responsibilities and operation and maintenance obligations for certain facilities constructed as a part of this project.

31 **REQUESTED COUNCIL ACTION**

32 Motion approving cooperative agreements, PW2010-07, PW2010-08 and PW2010-09 and authorizing
33 the Mayor and City Manager to sign the agreements on behalf of the City.

34 Motion approving cooperative agreement PW2010-13 and authorizing the Mayor and City Manager to
35 sign the agreement on behalf of the City.

36 Motion approving a resolution prohibiting parking on Rice Street from Larpenteur Ave. to Demont Ave.

37

Prepared by: Duane Schwartz, Public Works Director

Attachments: A. Agreement PW2010-07

B. Agreement PW2010-08

C. Agreement PW2010-09

D. Agreement PW2010-13

E. Resolution

**AGREEMENT FOR MAINTENANCE
OF TRAFFIC CONTROL SIGNALS AND EVP SYSTEM
AGREEMENT NO. PW 2010-07**

THIS AGREEMENT, made and entered into by and between the County of Ramsey, Department of Public Works, hereinafter referred to as the "County," the City of Little Canada herein after referred to as " Little Canada" and the City of Roseville herein after referred to as "Roseville" for the maintenance of a traffic control signal system with street lights, signs, interconnect and emergency vehicle pre-emption at the intersection of Rice Street (CSAH 49) and County Road B2;

WITNESSETH:

WHEREAS, Ramsey County and Little Canada and Roseville have determined that there is justification and it is in the public's best interest to construct a traffic control signal with street lights at the intersection of Rice Street and County Road B2; and

WHEREAS, the Little Canada and Roseville requests and Ramsey County agrees to provide an Emergency Vehicle Pre-emption System, herein referred to as the "EVP System" as a part of said traffic control signals with street lights in accordance with the terms and conditions herein set forth; and

WHEREAS, Ramsey County will be responsible for construction of the traffic control signals with street lights, signs, and emergency vehicle pre-emption at its cost and expense, and

WHEREAS, the County, Little Canada and Roseville will participate in the maintenance and operation of said traffic control signals with street lights, signs, interconnect and EVP system as hereinafter set forth;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Upon execution and approval by the County, Little Canada and Roseville this agreement shall supercede and terminate Agreement No. 2003-22 dated June 28, 2005 between the County, Roseville and Little Canada.
2. Necessary electrical power for the operation of the signal system shall be at the cost and expense of Little Canada.
3. In accordance with the Policy for Lighting County Roadways, County Board Resolution 78-1394, Roseville shall maintain and pay energy costs of two street lights on the west side of the intersection. Little Canada shall maintain and pay energy costs of two street lights on the east side of the intersection.
4. The County shall maintain and keep in repair all signs associated with the traffic signal at its cost and expense.

5. The County shall maintain and keep in repair the interconnect and overhead mast arm mounted signs at its cost and expense.

6. The County shall maintain and keep in repair the traffic control signal including relamping, cleaning and painting at its cost and expense.

7. The County shall maintain and keep in repair the geometrics on County owned roadways at its cost and expense and Little Canada shall maintain and keep in repair the geometrics on Little Canada owned roadways at its cost and expense.

8. The EVP system shall be operated, maintained, revised or removed in accordance with the following conditions and requirements:

- a) All modifications, revisions and maintenance of the EVP System considered necessary or desirable for any reason, shall be done by County forces, or, upon concurrence in writing by the County's Traffic Engineer, may be done by others all at the cost and expense of the respective party (Little Canada or Roseville).
- b) Emitter units may be installed and used only on vehicles responding to an emergency as defined in Minnesota Statutes Chapter 169.01, Subdivision 5 with 169.03.
- c) The Cities shall maintain and require others using the EVP System to maintain a log showing the date, time and type of emergency for each time the traffic signal covered hereby is actuated and controlled by the EVP System. Malfunction of the EVP System shall be reported to the County immediately.
- d) All maintenance of the EVP System shall be performed by the County. Little Canada and Roseville shall be responsible for actual cost thereof. The County shall submit an invoice to the Roseville annually, listing all labor, equipment, materials and overhead used to maintain the EVP System and Roseville shall invoice Little Canada for 50 percent of the cost. Labor cost and overhead and equipment costs will be at the established rates paid by the County at the time the work is performed, and material costs will be invoiced at the actual cost thereof to the County. Roseville shall promptly pay the County the full amount due, and Little Canada shall promptly pay Roseville the said amount due.
- e) In the event said EVP System or components are, in the opinion of the County, being misused or the conditions set forth in Paragraph b above are violated, and such misuse or violation continues after receipt by said party of written notice thereof from the County, the EVP System pursuant to this paragraph, the field wiring, cabinet wiring and other components shall become the property of the County. All infrared detector heads and indicator lamps mounted external to the traffic signal cabinet will be returned to the appropriate party. The detector receiver and any other assembly located in the control signal cabinet, which if removed will not affect the traffic control signal operation, will be returned to the appropriate party.
- f) All timing of said EVP System shall be determined by the County, through its Traffic Engineer.

g) Except for the negligent acts of the County, its agents, and employees, Little Canada and Roseville shall indemnify, defend, and hold the County harmless against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of the use or operation of the EVP. Nothing in this Agreement shall constitute a waiver by Little Canada, Roseville or the County of any statutory or common law immunities, limits, or exceptions on liability.

1. Any and all persons engaged in the maintenance work to be performed by the County shall not be considered employees of the Little Canada or Roseville, and any and all claims that may arise under the Worker's Compensation Act of this State on behalf of those employees so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of those employees so engaged on any of the work contemplated herein shall not be the obligation and responsibility of Little Canada or Roseville.

2. Little Canada, Roseville and the County shall indemnify, defend and hold each other harmless against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which the indemnified party, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officials, agents or employees, in the execution, performance, or failure to adequately perform the indemnifying party's obligation pursuant to this Agreement. Nothing in this Agreement shall constitute a waiver by the County, Little Canada or Roseville of any statutory or common law immunities, limits, or exceptions on liability.

3. NOTICES

All notices or demands given or required to be given hereunder shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the intended recipient's address or addresses below set forth or at such other address or addresses as the intended recipient may have theretofore specified in a written notice to sender given in accordance with the requirements of this paragraph. Any such notice so given shall be deemed given on the day of deposit in the United States mail, and if sent as aforesaid shall be effective whether or not received by the addressee.

For Little Canada:
Public Works Superintendent
City of Little Canada
515 Little Canada Road E.
Little Canada, MN 55117

For County:
Director of Public Works and County Engineer
Ramsey County
Department of Public Works
1425 Paul Kirkwold Dr.
Arden Hills, MN 55112

For Roseville:
Director of Public Works
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.
WHEREFORE, this Agreement is duly executed on the last date written below.

CITY OF LITTLE CANADA, MINNESOTA

In presence of

By: _____

Its: _____

By: _____

Its: _____

Date: _____

CITY OF ROSEVILLE, MINNESOTA

In presence of

By: _____

Its: _____

By: _____

Its: _____

Date: _____

COUNTY OF RAMSEY

WHEREFORE, this Agreement is duly executed on the last date written below.

Victoria Reinhardt, Chair
Ramsey County Board of Commissioners

Bonnie Jackelen, Chief Clerk
Ramsey County Board of Commissioners

Date: _____

Approval recommended:

Kenneth G. Haider, P.E., Director
Public Works Department and County Engineer

Approved as to form and insurance:

Assistant County Attorney

**AGREEMENT FOR MAINTENANCE
OF TRAFFIC CONTROL SIGNALS AND EVP SYSTEM
AGREEMENT NO. PW 2010-08**

THIS AGREEMENT, made and entered into by and between the County of Ramsey, Department of Public Works, hereinafter referred to as the "County," the City of Little Canada herein after referred to as "Little Canada" and the City of Roseville herein after referred to as "Roseville" for the maintenance of a traffic control signal system with street lights, signs, interconnect and emergency vehicle pre-emption at the intersection of Rice Street (CSAH 49) and Minnesota Street;

WITNESSETH:

WHEREAS, Ramsey County, Little Canada and Roseville have determined that there is justification and it is in the public's best interest to construct a traffic control signal with street lights at the intersection of Rice Street and Minnesota Street; and

WHEREAS, the Little Canada and Roseville requests and Ramsey County agrees to provide an Emergency Vehicle Pre-emption System, herein referred to as the "EVP System" as a part of said traffic control signals with street lights in accordance with the terms and conditions herein set forth; and

WHEREAS, Ramsey County will be responsible for construction of the traffic control signals with street lights, signs, and emergency vehicle pre-emption at its cost and expense, and

WHEREAS, the County, Little Canada and Roseville participate in the maintenance and operation of said traffic control signals with street lights, signs, interconnect and EVP system as hereinafter set forth;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Upon execution and approval by the County, Little Canada and Roseville this agreement shall supersede and terminate Agreement No. 2003-23 dated June 28, 2005 between the County, Roseville and Little Canada.
2. Necessary electrical power for the operation of the signal system shall be at the cost and expense of Little Canada and Roseville. Little Canada will receive the monthly electric bill and invoice the City of Roseville 50 percent of the cost.
3. In accordance with the Policy for Lighting County Roadways, County Board Resolution 78-1394, Roseville shall maintain and pay energy costs of the two street light on the west side of the intersection. Little Canada shall maintain and pay energy costs of the two street light on the east side of the intersection.
4. The County shall maintain and keep in repair all signs associated with the traffic signal at its cost and expense.

5. The County shall maintain and keep in repair the interconnect and overhead mast arm mounted signs at its cost and expense.

6. The County shall maintain and keep in repair the traffic control signal including relamping, cleaning and painting at its cost and expense.

7. The County shall maintain and keep in repair the geometrics on County owned roadways Little Canada and Roseville shall maintain and keep in repair the geometrics on respective city owned roads at its cost and expense.

8. The EVP system shall be operated, maintained, revised or removed in accordance with the following conditions and requirements:

- a) All modifications, revisions and maintenance of the EVP System considered necessary or desirable for any reason, shall be done by County forces, or, upon concurrence in writing by the County's Traffic Engineer, may be done by others all at the cost and expense of the respective party (Little Canada or Roseville).
- b) Emitter units may be installed and used only on vehicles responding to an emergency as defined in Minnesota Statutes Chapter 169.01, Subdivision 5 with 169.03.
- c) The Cities shall maintain and require others using the EVP System to maintain a log showing the date, time and type of emergency for each time the traffic signal covered hereby is actuated and controlled by the EVP System. Malfunction of the EVP System shall be reported to the County immediately.
- d) All maintenance of the EVP System shall be performed by the County. Little Canada and Roseville shall be responsible for actual cost thereof. The County shall submit an invoice to the Roseville annually, listing all labor, equipment, materials and overhead used to maintain the EVP System and Roseville shall invoice Little Canada for 50 percent of the cost. Labor cost and overhead and equipment costs will be at the established rates paid by the County at the time the work is performed, and material costs will be invoiced at the actual cost thereof to the County. Roseville shall promptly pay the County the full amount due, and Little Canada shall promptly pay Roseville the said amount due.
- e) In the event said EVP System or components are, in the opinion of the County, being misused or the conditions set forth in Paragraph b above are violated, and such misuse or violation continues after receipt by said party of written notice thereof from the County, the EVP System pursuant to this paragraph, the field wiring, cabinet wiring and other components shall become the property of the County. All infrared detector heads and indicator lamps mounted external to the traffic signal cabinet will be returned to the appropriate party. The detector receiver and any other assembly located in the control signal cabinet, which if removed will not affect the traffic control signal operation, will be returned to the appropriate party.
- f) All timing of said EVP System shall be determined by the County, through its Traffic Engineer.

g) Except for the negligent acts of the County, its agents, and employees, Little Canada and Roseville shall indemnify, defend, and hold the County harmless against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of the use or operation of the EVP. Nothing in this Agreement shall constitute a waiver by Little Canada, Roseville or the County of any statutory or common law immunities, limits, or exceptions on liability.

1. Any and all persons engaged in the maintenance work to be performed by the County shall not be considered employees of the Little Canada or Roseville, and any and all claims that may arise under the Worker's Compensation Act of this State on behalf of those employees so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of those employees so engaged on any of the work contemplated herein shall not be the obligation and responsibility of Little Canada or Roseville.

2. Little Canada, Roseville and the County shall indemnify, defend and hold each other harmless against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which the indemnified party, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officials, agents or employees, in the execution, performance, or failure to adequately perform the indemnifying party's obligation pursuant to this Agreement. Nothing in this Agreement shall constitute a waiver by the County, Little Canada or Roseville of any statutory or common law immunities, limits, or exceptions on liability.

3. NOTICES

All notices or demands given or required to be given hereunder shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the intended recipient's address or addresses below set forth or at such other address or addresses as the intended recipient may have theretofore specified in a written notice to sender given in accordance with the requirements of this paragraph. Any such notice so given shall be deemed given on the day of deposit in the United States mail, and if sent as aforesaid shall be effective whether or not received by the addressee.

For Little Canada:
Public Works Superintendant
City of Little Canada
515 Little Canada Road E.
Little Canada, MN 55117

For County:
Director of Public Works and County Engineer
Ramsey County
Department of Public Works
1425 Paul Kirkwold Dr.
Arden Hills, MN 55112

For Roseville:
Director of Public Works
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.
WHEREFORE, this Agreement is duly executed on the last date written below.

CITY OF LITTLE CANADA, MINNESOTA

In presence of

By: _____

Its: _____

By: _____

Its: _____

Date: _____

CITY OF ROSEVILLE, MINNESOTA

In presence of

By: _____

Its: _____

By: _____

Its: _____

Date: _____

COUNTY OF RAMSEY

WHEREFORE, this Agreement is duly executed on the last date written below.

Victoria Reinhardt, Chair
Ramsey County Board of Commissioners

Bonnie Jackelen, Chief Clerk
Ramsey County Board of Commissioners

Date: _____

Approval recommended:

Kenneth G. Haider, P.E., Director
Public Works Department and County Engineer

Approved as to form and insurance:

Assistant County Attorney

**AGREEMENT FOR MAINTENANCE
OF TRAFFIC CONTROL SIGNALS AND EVP SYSTEM
AGREEMENT NO. PW 2010-09**

THIS AGREEMENT, made and entered into by and between the County of Ramsey, Department of Public Works, hereinafter referred to as the "County," the City of Little Canada herein after referred to as " Little Canada," the City of Roseville herein after referred to as "Roseville" and the City of Maplewood herein after referred to as "Maplewood" for the maintenance of a traffic control signal system with street lights, signs, interconnect and emergency vehicle pre-emption at the intersection of Rice Street (CSAH 49) and County Road B;

WITNESSETH:

WHEREAS, Ramsey County, Little Canada, Roseville and Maplewood have determined that there is justification and it is in the public's best interest to construct a traffic control signal with street lights at the intersection of Rice Street and County Road B; and

WHEREAS, the Little Canada, Roseville and Maplewood requests and Ramsey County agrees to provide an Emergency Vehicle Pre-emption System, herein referred to as the "EVP System" as a part of said traffic control signals with street lights in accordance with the terms and conditions herein set forth; and

WHEREAS, Ramsey County will be responsible for construction of the traffic control signals with street lights, signs, and emergency vehicle pre-emption at its cost and expense, and

WHEREAS, the County, Little Canada, Roseville and Maplewood will participate in the maintenance and operation of said traffic control signals with street lights, signs, interconnect and EVP system as hereinafter set forth;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Upon execution and approval by the County, Little Canada and Roseville this agreement shall supercede and terminate Agreement No. 2003-24 dated June 28, 2005 between the County, Roseville, Little Canada and Maplewood.
2. Necessary electrical power for the operation of the signal system shall be at the cost and expense of the County.
3. In accordance with the Policy for Lighting County Roadways, County Board Resolution 78-1394, Roseville shall maintain and pay energy costs of the two street lights on the west side of the intersection, Little Canada shall maintain and pay energy costs of the street light on the northeast quadrant and Maplewood shall maintain and pay energy costs of the street light on southeast quadrant of the intersection.
4. The County shall maintain and keep in repair all signs associated with the traffic signal at its cost and expense.

5. The County shall maintain and keep in repair the interconnect and overhead mast arm mounted signs at its cost and expense.

6. The County shall maintain and keep in repair the traffic control signal including relamping, cleaning and painting at its cost and expense.

7. The County shall maintain and keep in repair the geometrics on County owned roadways at its cost and expense.

8. The EVP system shall be operated, maintained, revised or removed in accordance with the following conditions and requirements:

- a) All modifications, revisions and maintenance of the EVP System considered necessary or desirable for any reason, shall be done by County forces, or, upon concurrence in writing by the County's Traffic Engineer, may be done by others all at the cost and expense of the respective party (Little Canada or Roseville or Maplewood).
- b) Emitter units may be installed and used only on vehicles responding to an emergency as defined in Minnesota Statutes Chapter 169.01, Subdivision 5 with 169.03.
- c) The Cities shall maintain and require others using the EVP System to maintain a log showing the date, time and type of emergency for each time the traffic signal covered hereby is actuated and controlled by the EVP System. Malfunction of the EVP System shall be reported to the County immediately.
- d) All maintenance of the EVP System shall be performed by the County. Little Canada, Roseville and Maplewood shall be responsible for actual cost thereof. The County shall submit an invoice to the Roseville annually, listing all labor, equipment, materials and overhead used to maintain the EVP System and Roseville shall invoice both Little Canada and Maplewood for 25% percent of the cost. Labor cost and overhead and equipment costs will be at the established rates paid by the County at the time the work is performed, and material costs will be invoiced at the actual cost thereof to the County. Roseville shall promptly pay the County the full amount due, and Little Canada and Maplewood shall promptly pay Roseville the said amount due.
- e) In the event said EVP System or components are, in the opinion of the County, being misused or the conditions set forth in Paragraph b above are violated, and such misuse or violation continues after receipt by said party of written notice thereof from the County, the EVP System pursuant to this paragraph, the field wiring, cabinet wiring and other components shall become the property of the County. All infrared detector heads and indicator lamps mounted external to the traffic signal cabinet will be returned to the appropriate party. The detector receiver and any other assembly located in the control signal cabinet, which if removed will not affect the traffic control signal operation, will be returned to the appropriate party.

- f) All timing of said EVP System shall be determined by the County, through its Traffic Engineer.
- g) Except for the negligent acts of the County, its agents, and employees, Little Canada and Roseville shall indemnify, defend, and hold the County harmless against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of the use or operation of the EVP. Nothing in this Agreement shall constitute a waiver by Little Canada, Roseville or the County of any statutory or common law immunities, limits, or exceptions on liability.

1. Any and all persons engaged in the maintenance work to be performed by the County shall not be considered employees of the Little Canada, Roseville or Maplewood, and any and all claims that may arise under the Worker's Compensation Act of this State on behalf of those employees so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of those employees so engaged on any of the work contemplated herein shall not be the obligation and responsibility of Little Canada, Roseville or Maplewood.

2. Little Canada, Roseville, Maplewood and the County shall indemnify, defend and hold each other harmless against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which the indemnified party, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officials, agents or employees, in the execution, performance, or failure to adequately perform the indemnifying party's obligation pursuant to this Agreement. Nothing in this Agreement shall constitute a waiver by the County, Little Canada, Roseville or Maplewood of any statutory or common law immunities, limits, or exceptions on liability.

3. NOTICES

All notices or demands given or required to be given hereunder shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the intended recipient's address or addresses below set forth or at such other address or addresses as the intended recipient may have theretofore specified in a written notice to sender given in accordance with the requirements of this paragraph. Any such notice so given shall be deemed given on the day of deposit in the United States mail, and if sent as aforesaid shall be effective whether or not received by the addressee.

For Little Canada:
Public Works Superintendent
City of Little Canada
515 Little Canada Road E.
Little Canada, MN 55117

For County:
Director of Public Works and County Engineer
Ramsey County
Department of Public Works
1425 Paul Kirkwold Dr.
Arden Hills, MN 55112

For Roseville :
Director of Public Works
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

For Maplewood:
Public Works Engineer
City of Maplewood
1830E County Road B
Maplewood, MN 55109

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

CITY OF LITTLE CANADA, MINNESOTA

In presence of

By: _____

Its: _____

By: _____

Its: _____

Date: _____

CITY OF ROSEVILLE, MINNESOTA

In presence of

By: _____

Its: _____

By: _____

Its: _____

Date: _____

CITY OF MAPLEWOOD, MINNESOTA

In presence of

By: _____

Its: _____

By: _____

Its: _____

Date: _____

COUNTY OF RAMSEY

WHEREFORE, this Agreement is duly executed on the last date written below.

Victoria Reinhardt, Chair
Ramsey County Board of Commissioners

Bonnie Jackelen, Chief Clerk
Ramsey County Board of Commissioners

Date: _____

Approval recommended:

Kenneth G. Haider, P.E., Director
Public Works Department and County Engineer

Approved as to form and insurance:

Assistant County Attorney

agree_coop_roseville.doc
Agreement PW2010.13
May13, 2010

RAMSEY COUNTY
COOPERATIVE AGREEMENT
WITH THE CITY OF ROSEVILLE

Agreement between
the County of Ramsey
and the City of Roseville

Ramsey County Account P3200
SP 62-649-27 CTB
SP6212-165 (TH 36 +118)
SP 160-223-05, SP 160-020-21, SP 138-020-39
SP 200-113-03, SP 200-108-03
Federal Project No. STPX 6210 (244)

Reconstruction of TH36/Rice Interchange
and Rice Street (CSAH 49) from County
Road B to County Road B-2

Attachments: Exhibit A – Estimated
Municipal Cost Participation
Summary

THIS AGREEMENT, by and between the City of Roseville, Minnesota, a municipal corporation, hereinafter referred to as the "City," and Ramsey County, a political subdivision of the State of Minnesota, hereinafter referred to as the "County";

WITNESSETH:

WHEREAS, the County and the City desire to reconstruct the Trunk Highway 36/Rice Street (CSAH 49) interchange and Rice Street from County Road B to County Road B-2; and

WHEREAS, the project is a cooperative effort of Ramsey County, the Minnesota Department of Transportation (MnDOT), and the Cities of Roseville, Little Canada, and Maplewood; and

WHEREAS, this project, has been designated as State Project Numbers: SP 6212-165 (T.H. 36=118), SP 62-649-27 CTB, SP 138-020-39, SP 160-020-21, SP 160-223-05, SP 200-108-03, SP 200-113-03, Federal Project No. STPX 621(244); and

WHEREAS, the project is located within the Cities of Roseville, Little Canada, and Maplewood; and

WHEREAS, a Project Memorandum, Construction Plan, and Right of Way Plan has been presented to the City showing, among other things, proposed bridge designs, roadway alignments and profiles, grades and cross sections, concrete curb and gutter, signing and striping, signals, lighting, walls, stormsewer and water treatment features, sidewalks, turf establishment, utility adjustments and betterments, property impacts, and costs for the improvements included in the project; and

WHEREAS, the overall project construction cost is estimated at \$20,446, 933.61 and project elements are eligible for a combination of different funding sources including Federal STP, Metro Interchange, State Bridge Replacement, County State Aid Highway (CSAH) Turnback, State General Obligation Bonds (DEED grant), Municipal State Aid, and local funds; and

WHEREAS, a preliminary estimate of project costs for the Cities of Roseville, Little Canada, and Maplewood has been prepared and attached as Exhibit A to this agreement "Estimated Municipal Cost Participation Summary"; and

WHEREAS, the Minnesota Department of Transportation has determined the storm sewer is 100% eligible for County State Aid Highway funds; and

WHEREAS, State and Federal funding sources will be applied, subject to availability, to the greatest extent permitted by eligibility requirements to reduce CSAH Turnback, MSA, and local cost shares; and

WHEREAS, proposed improvements included in the project require acquisition of certain property rights in the form of fee ownership, permanent easement and temporary construction/slope easements prior to construction.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. The County shall prepare the necessary plans, specifications and proposals. Cost of project revisions after completion of plans and specifications will be paid for by the party requesting the revisions or as defined by supplemental agreement. Revisions must be consistent with State Aid, Trunk Highway, and Federal Aid requirements, as applicable, and are subject to County approval.
2. The County shall take bids and award a contract for construction of the project. A bid abstract will be provided to the City for review and concurrence to the award recommendation. Award will also require MnDOT concurrence as provided for by separate agreement between MnDOT and Ramsey County.
3. The County shall administer and bear the costs for all acquisition of all rights of way and easements required for the construction of the project in accordance with State Aid requirements and all applicable Federal and State Statutes. In the event the City requests work not included within the original plans, the City may be responsible for additional construction costs and additional rights of way required.

4. All acquired road rights of way and temporary easements will be in the name of the County, and parking and other regulations will be controlled by the County. Any right of way acquisition which cannot be negotiated, will be acquired through eminent domain proceedings by the County, or eliminated through design revisions, as determined most appropriate by the County.
5. The City shall participate, in principle, on the basis of construction costs and shares identified in accordance with the Estimated Municipal Cost Participation Summary, attached as Exhibit A and incorporated herein, except as modified below. It is understood actual construction cost shares will be adjusted to reflect actual unit bid costs, final construction quantities, and application of federal, state, and/or other funds to reduce the City share, subject to eligibility and availability of those sources.
6. Upon completion of the project the County shall own and maintain all storm sewer catch basins, leads and outfalls which are located within County road rights of way and directly serve the paved portion of Highway 49 or intersecting County roadways. The main trunk storm sewer in Highway 49 within the project limits shall be owned and maintained by the City of Roseville. The City of Roseville shall also own catch basins, leads, outfalls, and trunk features serving Minnesota Street west of Rice Street. The City of Little Canada shall own and maintain storm sewer catch basins, leads, inlets, outfalls, and trunk features serving Minnesota Street and County Road B-2 east of Rice Street. MnDOT shall own and maintain storm sewer pipes, structures and related features within the TH 36 right of way.
7. Stormwater ponds and pretreatment areas will be considered part of the stormsewer system and its respective funding eligibility for the purposes of funding their initial construction. Four basin areas are included under this provision; 1) Marion pretreatment area, 2) William Pond, 3) Albemarie Pond, and 4) Rice Pond. Future nonroutine maintenance responsibilities will be shared between the County, the City and MnDOT on the basis of ratios reflecting their respective runoff volume contributions to ponds/treatment areas at the time such maintenance is required. For reference a separate agreement between MnDOT and Ramsey County, MnDOT Agreement 96292, includes similar language and the exact runoff contribution ratios contained herein.

The County's and City of Roseville's percent ratios of contributing water volume entering into the ponds/pre-treatment areas at the time the ponds/pre-treatment areas were designed is 87 percent City and 0 percent County for the Marion pre-treatment area, 49 percent City and 20 percent County for William Pond, 63 percent City and 9 percent County for Albemarie Pond and 23 percent City and 30 percent County for Rice Pond. Non-routine maintenance includes, but is not limited to, removal of sediment, repair of major erosion problems, major structure and entrance pipe repair and any other non-routine maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, sedimentation or accelerated deterioration of the facilities. The State shall bear the balance of cost after accounting for the County and City cost shares for non-routine maintenance on each pond at the ratios of contributing water provided herein. The State shall be responsible for 100% of all routine maintenance which may arise on the four ponds/pre-treatment areas identified.

In the event land use and/or development is altered within watershed areas tributary to the four pond/pre-treatment areas, maintenance cost share responsibilities may be adjusted to reflect the updated contributing water volume ratios which result.

Neither party to this Agreement shall convey any additional drainage into the storm sewer facilities to be constructed under the construction contract that was not included in the drainage for which the storm sewer facilities or pond, pre-treatment areas were designed, without first obtaining written permission to do so from the other party and MnDOT.

8. Pedestrian lighting facilities are being constructed on MnDOT Bridge No. 62631. Upon completion of the lighting facilities construction, numbered RC1, RC2, RC3, RC4, RC5, RC6, RC7, and RC8, located on Bridge No. 62631, the Cities of Roseville and Little Canada will share equally all responsibilities for maintenance of those facilities including underground locates. Little Canada's concurrence to their respective responsibility is provided for in separate agreement -- Ramsey County Agreement No. PW2010-14. Maintenance includes but is not limited to; replacing faulty luminaires and knocked down or otherwise damaged poles; repairing or replacing underground facilities and wiring; repairing service cabinets, photocells, and all other miscellaneous hardware to keep the lighting facilities in working order; cleaning and relamping the luminaires; and painting the lighting facilities. The City will pay all monthly electrical service expenses necessary to operate the lighting facility. The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pad or pole.
9. The City shall own and maintain sidewalks and colored concrete panels within its municipal boundaries. The City shall share equally with the City of Little Canada responsibilities for maintenance of trees, colored concrete panels and related aesthetics in median areas north of TH 36 and share equally with the City of Maplewood the same responsibilities for medians south of TH 36. The City shall share equally with the City of Little Canada responsibility for removal and disposal of snow, litter, and debris from sidewalks on the TH 36 Bridge.
10. The City's responsibilities with respect to Signal and EVP operations and maintenance at the intersections of Rice Street and County Road B, Minnesota Street and County Road B-2 are addressed in separate Signal Agreements PW2010-07, PW2010-08, and PW2010-09 respectively.
11. Any utilities or facilities modified or added to those provisions presently made in the plans and specifications may be incorporated in the construction contract by supplemental agreement and shall be paid for as specified in the supplemental agreement. Design and construction engineering fees for additions shall be negotiated at the time of supplemental agreement preparation.
12. The City shall reimburse the County for engineering costs incurred on public utility elements of project design and administration, as set forth in Exhibit A, as a preliminary engineering fee. Said fee shall be 12% of item costs for which the City is responsible for, as determined at the time of contract award.

13. The City shall reimburse the County for engineering costs incurred on its share of project construction, as set forth in Exhibit A, as a construction engineering fee. Said fee shall be 12% of item costs for which the City is responsible for, as determined upon completion of the project.
14. Throughout project design and construction, the County shall prepare partial cost and payment estimates for preliminary engineering fees, construction costs, and construction engineering fees and, at appropriate intervals, notify the City of its share of the costs for the City's items of work. City shall pay its share of engineering fees and construction costs within twenty one calendar days of receipt of County invoice.
15. The City shall pay to the County all additional remaining costs for its share of the work upon notification by the County of the final amounts due to the contractor.
16. All payments by the City shall be to the Treasurer of Ramsey County, Minnesota.
17. City and the County agree to indemnify each other and hold each other harmless from any and all claims, causes of action, lawsuits, judgments, charges, demands, costs and expenses including, but not limited to, interest involved therein and attorneys' fees and costs and expenses connected therewith, arising out of or resulting from the failure of either party to satisfy the provisions of this agreement or for damages caused to third parties as a result of the manner in which the City or the County perform or fail to perform duties imposed on each party by the terms of this agreement. Nothing herein will constitute a waiver of limitations of liability available at Minnesota Statute Chapter 466 and other applicable law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

RAMSEY COUNTY

CITY OF ROSEVILLE

Julie Kleinschmidt, County Manager

By: _____

Its _____

Date: _____

Approval recommended:

By: _____

Kenneth G. Haider, Director
Public Works Department

Its _____

Approved as to form and insurance:

Date: _____

Assistant County Attorney

| IMPROVEMENT | TOTAL ESTIMATED CITY COST ¹ | ROSEVILLE COST ¹ | LITTLE CANADA COST ¹ | MAPLEWOOD COST ¹ |
|--|---|--------------------------------|------------------------------------|--------------------------------|
| Shoulders/Bike Lanes | \$ 64,500 | \$ 32,500 | \$ 15,400 | \$ 16,600 |
| Storm Sewer ² | \$ - | \$ - | \$ - | \$ - |
| Watermain | \$ 173,000 | \$ 173,000 | \$ - | \$ - |
| Sanitary Sewer | \$ 3,500 | \$ - | \$ 3,500 | \$ - |
| Traffic Signals | \$ 150,000 | \$ 50,000 | \$ 100,000 | \$ - |
| EVP for Traffic Signals | \$ 24,000 | \$ 12,000 | \$ 9,000 | \$ 3,000 |
| Blvds, Medians & Median Trees ³ | \$ 173,400 | \$ 86,700 | \$ 62,400 | \$ 24,300 |
| Sidewalk/Trail ⁴ | \$ 143,500 | \$ - | \$ 80,200 | \$ 63,300 |
| Retaining Wall Railing ⁵ | \$ 55,800 | \$ 18,400 | \$ 37,400 | \$ - |
| SUBTOTAL | \$ 787,700 | \$ 372,600 | \$ 307,900 | \$ 107,200 |
| PUBLIC UTILITY DESIGN (12%) | \$ 21,200 | \$ 20,800 | \$ 400 | \$ - |
| INSPECTION (12%) | \$ 94,500 | \$ 44,700 | \$ 36,900 | \$ 12,900 |
| TOTAL | \$ 903,400 | \$ 438,100 | \$ 345,200 | \$ 120,100 |

Notes:

1. If additional funding becomes available, it may be applied to reduce the local community cost of the improvements with the exception of storm sewer, sanitary sewer, and watermain improvements.
2. Upon preliminary review of proposed storm sewer features, Mn/DOT State Aid has estimated that Federal and State Aid funds can bear 100% of the eligible storm sewer costs for the project. The local communities shall be responsible for all storm sewer costs that are not State Aid or Federal Aid eligible.
3. Includes boulevard colored concrete cost, additional costs for colored concrete median, and tree costs.
4. Includes costs for additional sidewalk and trail (no sidewalk or trail reconstruction costs included).
5. Additional costs for decorative railing (above vinyl coated chain link fence).

**EXTRACT OF MINUTES OF MEETING
OF CITY COUNCIL
CITY OF ROSEVILLE
RAMSEY COUNTY, MINNESOTA**

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was duly held in the City Hall at 2660 Civic Center Drive, Roseville, Minnesota, on Monday, the 7th day of June, 2010, at 6:00 p.m.

The following members were present and the following were absent: .

Councilmember introduced the following resolution and moved its adoption:

**RESOLUTION NO.
RESOLUTION PROHIBITING PARKING AT ALL TIMES ON
RICE STREET (CSAH 49) FROM LARPENTEUR TO DEMONT AVENUE**

WHEREAS, Ramsey County has submitted to the Commissioner of Transportation the plans and specifications for the reconstruction of the Trunk Highway 36/Rice Street Interchange and related Rice Street Improvements from 680 feet south of County Road B and 555 feet north of County Road B-2, designated as State Project Numbers SP 62-649-27 CTB and SP 6212-165 in the Cities of, Roseville, Little Canada, and Maplewood; and

WHEREAS, review of conditions, operations and maintenance associated with the proposed construction project indicates that no parking restrictions must be designated along Rice Street within the project limits; and

WHEREAS, Further evaluation of Rice Street (CSAH 49), from Larpenteur Avenue to the southern limits of the project, and from the northern limits of the project to Demont Avenue, has determined that conditions, operations and maintenance on these additional segments of Rice Street warrant similar no parking restrictions;

WHEREAS, Municipal concurrence to parking restrictions is required by County Board Resolution No. 85-152; and

WHEREAS, The Cities of Little Canada and Maplewood have also been asked to concur in the designation of the indicated no parking restrictions along the same portions of Rice Street within their corporate limits;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville, Ramsey County, Minnesota concurs that parking shall be prohibited within its corporate limits on the west side of Rice Street from Larpenteur Avenue to Demont Avenue.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember and upon vote being taken thereon, the following voted in favor thereof: and the following voted against the same: .

Whereupon said resolution was declared duly passed and adopted.

50 STATE OF MINNESOTA)
51) ss
52 COUNTY OF RAMSEY)

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56 I, the undersigned, being the duly qualified City Manager of the City of Roseville,
57 County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the
58 attached and foregoing extract of minutes of a regular meeting of said City Council held on
59 the 7th day of June, 2010, with the original thereof on file in my office.

60

61 WITNESS MY HAND officially as such Manager this 7th day of June, 2010.

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64

William J. Malinen, City Manager

65
66

67 (SEAL)

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