

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: June 20, 2023
Item No.: 10.i

Department Approval



City Manager Approval



Item Description: Approve a Resolution Approving MnDOT Signal Maintenance Agreement
No. 1053679 for TH 51 at Lydia Avenue and County Road C2

BACKGROUND

The City of Roseville approached the Minnesota Department of Transportation (MnDOT) in regards to the installation of battery backup systems for the Trunk Highway 51 (Snelling Avenue) traffic signals located at Lydia Avenue and County Road C2 to address operational and safety concerns when power is lost and the signals go dark. MnDOT's policy is not to install battery backup systems due to ongoing maintenance costs, so it is up to local agencies to add this option.

The signals provide for safe vehicular, pedestrian, and bicycle movement to and across Snelling Avenue for the businesses and residents located in the area. When power is lost and the signals go dark, these intersections become more dangerous due to the higher speeds on Snelling Avenue. Additionally, the signal at Lydia Avenue is the first encountered in nearly two and a half miles when heading southbound from County Road E. Battery backup systems will allow these signals to remain in a red-yellow-green or flashing red state when power is lost.

The battery backup systems will be installed this summer at the City's cost and the ongoing maintenance of the systems is proposed to be performed by MnDOT and paid by the City. This agreement is to document the maintenance and cost responsibilities related to the two battery backup systems.

The City Attorney has reviewed the agreement.

POLICY OBJECTIVE

It is City policy to keep systems operating in a safe condition.

BUDGET IMPLICATIONS

Installation of the systems is estimated at \$32,400, funded by existing Municipal State Aid funds. Ongoing maintenance is estimated at \$1,000 per year and will be paid by the City Street Light Contract Maintenance funds.

RACIAL EQUITY IMPACT SUMMARY

The overall project should benefit the City as a whole with no negative impacts to historically disadvantaged communities. Mitigating safety concerns at these locations is important for vehicular and pedestrian/bicycle traffic. Retail services, grocery/restaurant, single family, multi-family, and senior housing exist on both sides of Snelling Avenue in this area. In addition, the University of Northwestern resides northeast of the Snelling Avenue and Lydia Avenue intersection. Maintaining safe routes to travel, regardless of travel mode chosen, provides benefits to everyone who travels this intersection.

32 **STAFF RECOMMENDATION**
33 Staff recommends the City Council approve the resolution approving the MnDOT Signal
34 Maintenance Agreement No. 1053679 for TH 51 at Lydia Avenue and County Road C2.

35 **REQUESTED COUNCIL ACTION**
36 Motion to approve the resolution approving the MnDOT Signal Maintenance Agreement
37 No. 1053679 for TH 51 at Lydia Avenue and County Road C2.

38 Prepared by: Jennifer Lowry, Assistant Public Works Director/City Engineer
Attachments: A: Resolution
B: Agreement

**EXTRACT OF MINUTES OF MEETING
OF THE
CITY COUNCIL OF THE CITY OF ROSEVILLE**

* * * * *

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 on the 20th day of June, 2023, at 6:00 p.m.

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

Member introduced the following resolution and moved its adoption:

RESOLUTION No.

**RESOLUTION APPROVING SIGNAL MAINTENANCE AGREEMENT
NO. 1053679 WITH THE MINNESOTA DEPARTMENT OF
TRANSPORTATION**

WHEREAS, The Minnesota Department of Transportation (MnDOT) wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

WHEREAS, MnDOT and local governments are authorized by Minnesota Statutes Sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

WHEREAS, it is necessary to enter into an agreement to provide for payment by the City to the State of the City's share of the long-term maintenance responsibilities.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville enter into MnDOT Agreement No. 1053679 with the State of Minnesota, Department of Transportation, to provide for payment by the City to the State of the City's share of the long-term battery backup system maintenance responsibilities;

AND BE IT FURTHER RESOLVED that the City Manager is authorized to execute the Agreement and any amendments to the Agreement.

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.

(SEAL)

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF ROSEVILLE
TRAFFIC CONTROL SIGNAL
MAINTENANCE AGREEMENT**

Control Section (CS):	<u>6216</u>
Trunk Highway Number (TH):	<u>51=125</u>
Signal System ID:	<u>3779747</u>
Signal System ID:	<u>1735348</u>

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Roseville, acting through its City Council ("City").

Recitals

1. The City and the State wish to define their respective operation and maintenance responsibilities for the existing Traffic Control Signals with Signal Pole Mounted Luminaires, Accessible Pedestrian Signals ("APS") , Battery Backup, Signing ("Signal Systems"), and Emergency Vehicle Pre-emption Systems ("EVP Systems"), on Trunk Highway No. 51 (Snelling Avenue) at County Road (CR) No. C2, and on Trunk Highway No. 51 (Snelling Avenue) at Lydia Avenue in the City of Roseville, Ramsey County, Minnesota; and
2. The City will install Battery Backup systems at these Signal Systems under permits No. M-US-2023-104424 and M-US-2023-104425; and
3. The City and the State will participate in the operation and maintenance of the Battery Backup systems; and
4. The existing operation and maintenance terms for the Signal System and EVP System on TH 51 at CR C2 in Agreement No. 1035383 and the existing operation and maintenance terms for the Signal System and EVP System on TH 51 at Lydia Avenue in Agreement No. 86375 will remain in full force and effect; and
5. 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

- 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: 5. Liability; Worker Compensation Claims; Insurance; 7. State Audits; 8. Government Data Practices; 9. Governing Law; Jurisdiction; Venue; and 11. Force Majeure. The terms and conditions set forth in Article 2. Signal Systems and EVP Systems Operation and Maintenance may be terminated by another Agreement between the parties.

2. Signal Systems and EVP Systems Operation and Maintenance

All operation and maintenance terms in Traffic Control Signal Agreement No. 1035383, dated January 30, 2020, for the existing traffic control signal on TH 51 (Snelling Avenue) at CR C2 will remain in full force and effect.

All operation and maintenance terms in Traffic Control Signal Agreement No. 86375, dated May 5, 2004, for the existing traffic control signal on TH 51 (Snelling Avenue) at Lydia Avenue will remain in full force and effect.

Operation and maintenance responsibilities will be as follows for the existing Signal Systems and EVP Systems on TH 51 (Snelling Avenue) at CR C2, and on TH 51 (Snelling Avenue) at Lydia Avenue.

2.1. City Responsibilities.

Battery Backup. Reimburse the state for the costs associated with maintenance and battery replacement for the battery back-up system which includes battery purchase, installation, and disposal.

2.2. State Responsibilities.

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 the work.

3. 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.

3.1. The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
 Telephone: (651) 366-4634
 E-Mail: malaki.ruranika@state.mn.us

3.2. The City's Authorized Representative will be:

Name, Title: Jennifer Lowry, City Engineer (or successor)
 Address: 2660 Civic Center Drive, Roseville, MN 55113
 Telephone: (651) 792-7042
 E-Mail: jennifer.lowry@cityofroseville.com

4. Assignment; Amendments; Waiver; Contract Complete

4.1. Assignment. No 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. The foregoing does not prohibit the City from contracting with a third-party to perform City maintenance responsibilities covered under this Agreement.

4.2. 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.

4.3. 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.

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

5. Liability; Worker Compensation Claims; Insurance

5.1. 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, 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 City.

5.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

6. Nondiscrimination

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

7. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, 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.

8. Government Data Practices

The City 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 City 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 City or the State.

9. 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.

10. Termination by Mutual Agreement

This Agreement may be terminated by mutual agreement of the parties.

11. Force Majeure

No 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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CITY OF ROSEVILLE

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: _____

DEPARTMENT OF TRANSPORTATION

Approved:

By: _____
(District Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

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