



REQUEST FOR COUNCIL ACTION

Date: 1/14/2019

Item No.: 9.e

Department Approval

City Manager Approval

Item Description: Approve Joint Powers Agreement with City of Lauderdale for Roselawn Avenue Improvements

1 **BACKGROUND**

2 On December 3, 2018, the City Council approved a turnback agreement with Ramsey County to
3 take over a segment of Roselawn Avenue. The City of Lauderdale also signed a similar
4 agreement. The majority of the roadway is in Lauderdale. Only the north side of the roadway
5 between Pleasant Avenue and Fulham Street, approximately 650 feet, is in the Roseville city
6 limits.

7 The County reconstructed this section of Roselawn in 1988. The road is up to City standards with
8 curb and gutter and storm sewer. Utilities under the roadway are already owned by the City and
9 were upgraded with the 1988 project. The road is in generally good shape with good curb and
10 gutter and good storm sewer. The pavement is in need of repair.

11 As part of the approved agreement, Ramsey County has agreed to pay for upgrades to the
12 roadway, which will consist of a mill and overlay and spot curb repair. The overall cost the
13 County will pay for the turn back is \$320,000. Roseville’s portion of the funding is \$48,000. The
14 City of Lauderdale will receive all the funding and construct the improvements in 2019.

15 In order for Lauderdale to construct improvements within Roseville, a joint powers agreement is
16 needed. The attached agreements states Lauderdale will design and administer the construction of
17 the project. Funding for the project will be paid by Ramsey County Funds.

18 **POLICY OBJECTIVE**

19 It is City policy to keep City infrastructure in good operating condition and to keep systems
20 operating in a safe condition.

21 **BUDGET IMPLICATIONS**

22 There are no costs to the City of Roseville for the pavement upgrades. All costs will be paid by
23 Ramsey County.

24 Future maintenance costs for the portion of the roadway in the City of Roseville will be the
25 responsibility of the City of Roseville.

26 **STAFF RECOMMENDATION**

27 Staff recommends approving the Joint Powers Agreement with the City of Lauderdale for the
28 2019 Street and Utility Improvement Project including Roselawn Avenue Improvements between
29 the West Right-of-Way Line of State Highway 280 and Fulham Street.

30 **REQUESTED COUNCIL ACTION**

31 Motion approving the Joint Powers Agreement with the City of Lauderdale for the 2019 Street
32 and Utility Improvement Project including Roselawn Avenue Improvements between the West
33 Right-of-Way Line of State Highway 280 and Fulham Street.

Prepared by: Jesse Freihammer, Assistant Public Works Director/City Engineer
Attachment: A: Joint Powers Agreement

JOINT POWERS AGREEMENT
City of Lauderdale/City of Roseville
2019 Street and Utility Improvement Project including
Roselawn Avenue Improvements between
the West Right-of-Way Line of State Highway 280 and Fulham Street

THIS JOINT POWERS AGREEMENT (the “Agreement”) is made and entered on this ___th day of _____, _____, by and between the City of Lauderdale, a Minnesota municipal corporation (“Lauderdale”), and the City of Roseville, a Minnesota municipal corporation (“Roseville”).

WHEREAS, Lauderdale and Roseville, pursuant to the provision of Minnesota Statutes, section 471.59, are authorized to enter into agreements to exercise jointly the governmental powers and functions each has individually; and,

WHEREAS, Lauderdale and Roseville took jurisdictional authority from Ramsey County over Roselawn Avenue in 2018;

WHEREAS, Lauderdale is proposing to conduct roadway reconstruction and associated improvements on Roselawn Avenue from T.H. 280 to Fulham Street in 2019 (the “Project”); and,

WHEREAS, a portion of this segment of Roselawn Avenue is located within the boundary of Roseville; and,

WHEREAS, the Lauderdale wishes to improve its roadway system by performing pavement reclamation and associated improvements on Roselawn Avenue; and,

WHEREAS, Roseville wishes to improve its roadway system by cooperating with Lauderdale’s work in performing pavement reclamation and associated improvements on Roselawn Avenue; and,

WHEREAS, Lauderdale agrees to include the subject work listed above, consistent with the feasibility study and design plans, as a part of its 2019 Street and Utility Improvement Project; and,

WHEREAS, Lauderdale has contracted with a consulting engineer, Stantec Consulting Services, to prepare a feasibility report and final plans and specifications for said improvements to Roselawn Avenue.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows, to wit:

1. Lauderdale shall be responsible for the design and construction of the entire Project. Therefore, the parties agree that:
 - a. Lauderdale shall plan and design, advertise and receive bids, award the contract, administer the construction and conduct inspections of the Project.
 - b. Roseville grants to Lauderdale the right to use its portion of Roselawn Avenue and immediately adjacent streets, public rights of way and easements in Roseville for purposes of constructing the Project. Roseville agrees to cooperate with Lauderdale in the execution of the Project.
2. Roseville will allocate its share of jurisdictional transfer agreement funding from Ramsey County to Lauderdale for the roadway improvements to Roseville's portion of Roselawn Avenue. Should the cost exceed the \$320,000 provided by Ramsey County, Lauderdale and Roseville will confer to determine how to handle the additional costs.
3. Lauderdale and Roseville hereby 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 other parties as a result of the manner in which Lauderdale or Roseville perform or fail to perform duties imposed on each party by the terms of this Agreement. Under no circumstance, however, shall either party be required to pay on behalf of itself and the other party any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466. The limits of liability for the

parties may not be added together to determine the maximum amount of liability for either party.

4. This Agreement shall remain in full force and effect until terminated by mutual agreement of Lauderdale and Roseville or upon completion of the Project and expiration of any applicable warranty periods, whichever occurs first.
5. It is agreed that, except as specifically provided herein, neither party, by the execution of this Agreement, relinquishes any rights or powers possessed by it and neither party is relieved of any responsibility, duty or obligation imposed on it by law or regulation.
6. With regard to Data Practices; the parties agree as follows:
 - a. Lauderdale and Roseville agree to comply with the Minnesota Government Data Practices Act and all other state and federal laws relating to data privacy or confidentiality;
 - b. Lauderdale and Roseville will immediately report to each other any requests from third parties for information relating to this Agreement.
 - c. Lauderdale and Roseville agree to promptly respond to each other's inquiries concerning data requests.
7. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter thereof, as well as any previous agreement presently in effect between the parties regarding the subject matter thereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.
8. For purposes of delivery of any notice required by this Agreement, the notice shall be effective if delivered by certified or registered U.S. mail, postage prepaid, or hand delivered to:

a) As to Lauderdale: City of Lauderdale
1891 Walnut Street
Lauderdale, MN 55113
Attn: City Administrator

b) As to Roseville: City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
Attn: City Manager

9. This Agreement shall be interpreted under the laws of Minnesota.
10. This Agreement may be executed in any number of counterparts, each of which shall be considered one and the same instrument.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

Dated

CITY OF LAUDERDALE

December 11, 2018

By _____
Its Mayor

By _____
Its City Administrator

Dated

CITY OF ROSEVILLE

By _____
Its Mayor

By _____
Its City Manager

This Agreement was drafted
by the city of Lauderdale.