

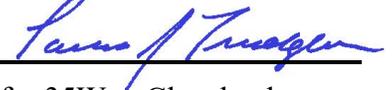
**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: January 25, 2021  
Item No.: 9.f

Department Approval



City Manager Approval



Item Description: Approve Ramsey County Cooperative Agreement for 35W at Cleveland Avenue Interchange Project

**BACKGROUND**

In 2015 and 2016 the City of Roseville, through the use of federal transportation funds, reconstructed the interchange for 35W at Cleveland Avenue. As part of this project, the City entered into a Cooperative Construction Agreement with the Minnesota Department of Transportation. Because the City received private funding from an adjacent development which covered the local cost participation, Ramsey County did not have any cost participation for the original project scope even though Cleveland Avenue is Ramsey County State Aid Highway 46. However, during the project it was determined it would be beneficial to the County and the overall project to extend a mill and overlay on Cleveland Avenue beyond the original project scope. Ramsey County agreed to participate in the cost of this scope expansion.

As the City looked for reimbursement of these expenses, it was finally discovered that a Cooperative Construction Agreement between the County and the City was required in order for the County to release these funds. Therefore, Ramsey County has submitted the attached agreement for consideration and execution by the City. Once this has been approved and executed by both parties, the City will receive payment in full for the County's participation on this project.

The described work was completed in 2016 and the project was closed out in that year. All other expenses have been accounted for.

**FINANCIAL IMPACTS**

This Cooperative Agreement provides the mechanism for the City to be reimbursed \$100,000.00 for mill and overlay costs on the subject project. This provides final closure to the overall project. The overall construction cost for this project was \$1,613,414.87. Federal grants funded \$1,192,584.00 of that cost with the remaining cost shared between Walmart Development Funds, TIF District 17 funds, and this Ramsey County cost participation.

**STAFF RECOMMENDATION**

Staff recommends adopting the Resolution approving Ramsey County Cooperative Agreement for 35W at Cleveland Avenue Interchange Project.

27 **REQUESTED COUNCIL ACTION**

28 Adopt the Resolution approving Ramsey County Cooperative Agreement for 35W at Cleveland  
29 Avenue Interchange Project.

Prepared by: Marc Culver, Public Works Director

Attachments: A: Resolution

B: Cooperative Agreement

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

\* \* \* \* \*

1 Pursuant to due call and notice thereof, a regular meeting of the City Council of the City  
2 of Roseville, County of Ramsey, Minnesota was duly held on the 25th day of January,  
3 2021, at 6:00 p.m.

4  
5 The following members were present: ; and the following were absent: .

6  
7 Councilmember introduced the following resolution and moved its adoption:

8  
9 **RESOLUTION No.**

10  
11 **RESOLUTION APPROVING THE COOPERATIVE AGREEMENT WITH**  
12 **RAMSEY COUNTY FOR THE 35W AND CLEVELAND INTERCHANGE**  
13 **PROJECT**

14  
15 WHEREAS, Cleveland Avenue between County Road C and County Road D in the City  
16 of Roseville is Ramsey County State Aid Highway 46; and

17  
18 WHEREAS, the City of Roseville and Ramsey County have constructed improvements to  
19 County State Aid Highway 46 under State Aid Project (S.A.P.) 062-656-026 and State  
20 Aid Project (S.A.P.) 160-020-025; and

21  
22 WHEREAS, it is necessary to establish project cost participation for both parties and to  
23 establish the means for the City of Roseville to be compensated for previous expenses on  
24 said project; and

25  
26 WHEREAS, the City and Ramsey County have drafted an agreement to establish said  
27 terms for the project.

28  
29 NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Roseville  
30 approve the Cooperative Agreement drafted by Ramsey County and entered into with the  
31 City of Roseville and that the Mayor and City Manager are authorized to execute the  
32 agreement.

33  
34 The motion for the adoption of the foregoing resolution was duly seconded by  
35 Councilmember and upon vote being taken thereon, the following voted in favor  
36 thereof: ; and the following voted against the same .

37  
38 WHEREUPON said resolution was declared duly passed and adopted.



**RAMSEY COUNTY  
COOPERATIVE AGREEMENT  
WITH THE CITY OF ROSEVILLE FOR  
35W-CLEVELAND AVE INTERCHANGE PROJECT (County State Aid Highway 46)  
between COUNTY ROAD C and IONA LN  
S.A.P. 160-020-025, S.A.P. 062-646-026**

This Agreement is between the City of Roseville, a municipal corporation ("City") and Ramsey County, a political subdivision of the State of Minnesota, ("County") for the construction on 35W-Cleveland Interchange between County Road C and Iona Lane, ("Project").

WITNESSETH:

WHEREAS, the City and the County desire to proceed with the Project; and

WHEREAS, the Project is identified in the 2015 – 2019 Ramsey County's Transportation Improvement Program; and

WHEREAS, Cleveland Ave, in the area affected by reconstruction, is designated County State Aid Highway (CSAH) 46; and

WHEREAS, the Project has been designated by the Minnesota Department of Transportation (Mn/DOT) as eligible for County State Aid Highway funds; and

WHEREAS, the Project has been designated as State Aid Project (S.A.P.) 062-656-026, and State Aid Project (S.A.P.) 160-020-025; and

WHEREAS, the subject road segment is located within the City; and

WHEREAS, the proposed Project, as part of a larger City project, includes, in addition to other items, grading, paving, concrete curb and gutter, concrete sidewalk, pedestrian curb ramps, traffic signals, accessible pedestrian signals, landscaping, turf establishment, utility adjustments and betterments, and related features; and

WHEREAS, construction of storm sewer systems will be constructed as part of the Project in accordance with local watershed rules; and

WHEREAS, plans for the Project showing proposed construction will be presented to the County and will be on file at City of Roseville Public Works Department; and

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

1. The “WHEREAS” recitals set forth in this Agreement are hereby made a part of this Agreement as set out in full.
2. Responsibility for Design Engineering
  - 2.1. The City will prepare plans, specifications, and proposals for the Project, which will include, among other things, the proposed reconstruction, alignment, profiles, grades, cross sections, paving, concrete curb and gutter, concrete sidewalk, storm sewer, pedestrian curb ramps, turf establishment, and utility replacement and adjustments.
  - 2.2. Any costs associated with Project revisions after the completion of plans and specifications will be paid for by the party requesting the revisions. Revisions must be consistent with Mn/DOT State Aid requirements and are subject to approval by the County.
3. Procurement and Award of Contract
  - 3.1. The City will take bids in accordance with state law and City rules.
  - 3.2. The City will prepare an abstract of bids and a cost participation summary based on the lowest responsible bidder’s proposal, and will provide the same to the County.
  - 3.3. Prior to award of the contract, the City will receive concurrence from the County to award a contract to the lowest responsible bidder.
  - 3.4. The City will award a contract, and pay the contractor from the County State Aid Highway, Municipal State Aid Highway, and local funds identified for the Project.
4. Responsibility for Construction Engineering
  - 4.1. The City shall perform or contract the performance of the construction engineering for all elements of the Project.
5. Project Costs
  - 5.1. The County shall be responsible for \$100,000 of the project costs. These costs include all costs to mill and overlay Cleveland Avenue, and for all engineering. No additional compensations will be provided for any cost overruns on the project.
6. Payment Schedule
  - 6.1. Design engineering will be invoiced at the time of contract award.

- 6.2. The City will invoice the County for construction costs incurred on a monthly basis or as determined by the payment schedule for the contractor.
- 6.3. Construction engineering will be invoiced at the time of substantial project completion, as determined by the City.
- 6.4. Payment will be made within 30 days of receipt of an invoice.
7. Maintenance Responsibility for Project Elements
  - 7.1. The County shall own and maintain all storm sewer leads and catch basins constructed on CSAH 46 as part of the Project.
  - 7.2. The City shall own and maintain all storm sewer mains constructed on CSAH 46 as part of the Project
  - 7.3. The City shall be responsible for all maintenance associated with sidewalk. Maintenance includes, but not limited to, snow removal and panel replacement.
8. The County grants the City temporary construction easements over all County owned rights-of-way and property within the limits of the Project for use during construction at no cost to the City.
9. The City and 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 or the City of any statutory or common law immunities, limits, or exceptions on liability.
10. This Agreement shall remain in full force and effect until terminated by mutual agreement of the parties.

CITY OF ROSEVILLE, MINNESOTA

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

RAMSEY COUNTY, MINNESOTA

\_\_\_\_\_  
Ryan T. O'Connor, County Manager

Date: \_\_\_\_\_

Approval recommended:

\_\_\_\_\_  
Ted Schoenecker, Director  
Public Works Department

Approved as to form:

\_\_\_\_\_  
Assistant County Attorney