

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

Date: April 12, 2021  
Item No.: 9.e

Department Approval



City Manager Approval



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Item Description: Approve St. Paul Joint Powers Agreement for Traffic Signal Services

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1 **BACKGROUND**

2 As part of the 2021 Pavement Management Project, the City of Roseville will be making signal  
3 modifications to the Lydia Avenue and Snelling Avenue (TH 51) intersection. Major work includes  
4 converting the eastbound leg of the intersection to a double left and thru-right configuration to help  
5 alleviate congestion during the p.m. peak. Additionally, all legs of the intersection will be upgraded  
6 to flashing yellow arrows.

7 Due to the small scale and uniqueness of the signal work, the City has been working with St. Paul  
8 Traffic to have them assist the City in the signal modification work. St. Paul staff has the equipment  
9 and expertise to perform the work needed and should be able to complete the work at a lower cost  
10 than if this work was included in the overall project.

11 In order to complete the work, a joint powers agreement (JPA) between the two cities needs to be  
12 approved. The JPA (Attachment A) identifies the work involved and how payments between the  
13 cities for the work will be made. St. Paul would procure the equipment needed for the project and  
14 invoice the city for the equipment as well as charge the City on an hourly rate basis.

15 The City Attorney has reviewed the agreement.

16 The remaining work related to the signal work is included in the 2021 Pavement Management  
17 Project. This contract is scheduled to be awarded by Council at the April 12, 2021 City Council  
18 meeting. Work is scheduled for summer 2021.

19 **POLICY OBJECTIVE**

20 It is City policy to keep utility infrastructure in good operating condition and to keep systems  
21 operating in safe conditions.

22 **FINANCIAL IMPACTS**

23 The City's cost for the work related in this JPA is estimated to be \$50,000 and will be paid for using  
24 Municipal State Aid (MSA) funds.

25 **STAFF RECOMMENDATION**

26 Staff recommends approving the Joint Powers Agreement between the City of St. Paul and The City  
27 of Roseville for Completion of Signal System Revisions at the Intersection of Snelling Avenue and  
28 Lydia Avenue.

29 **REQUESTED COUNCIL ACTION**

30 Consider a motion to approve the Joint Powers Agreement between the City of St. Paul and the City  
31 of Roseville for Completion of Signal System Revisions at the Intersection of Snelling Avenue and  
32 Lydia Avenue.

Prepared by: Jesse Freihammer, Asst Public Works Director/City Engineer  
Attachments: A: St. Paul Joint Powers Agreement  
B: Site Plan

JOINT POWERS AGREEMENT  
Between the City of Saint Paul and the City of Roseville  
For the Completion of Signal System Revisions at the Intersection of  
Snelling Avenue (TH 51) and Lydia Avenue

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the City of Saint Paul, (herein referred to as “St. Paul”) a Minnesota municipality, and the City of Roseville, Ramsey County, Minnesota (herein referred to as “Roseville”) a political subdivision of the State of Minnesota. St. Paul and Roseville are collectively referred to herein as the “Parties”.

WHEREAS, St. Paul and Roseville, pursuant to the provisions of Minnesota Statutes §471.59, are authorized to enter into an agreement to exercise jointly the governmental powers and function each has individually; and

WHEREAS, St. Paul and Roseville, pursuant to the provisions of Minnesota Statutes §471.64, are authorized to lease, sell, and buy materials between one another; and

WHEREAS, St. Paul possesses the skill and expertise via its Department of Public Works, to service, repair, maintain and install street lights, traffic signals, signs, and pavement markings and have serviced its own traffic and lighting infrastructure for several decades (the "Services"); and

WHEREAS, Roseville has need of the Services at various locations within its borders; and

WHEREAS, both St. Paul and Roseville are willing to enter into an agreement whereby St. Paul will provide Roseville with Services and Roseville will pay St. Paul for the same within 30 days of the respective invoice date, unless otherwise stipulated and approved by the Parties. Now therefore,

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. That St. Paul will provide general construction and installation Services in a timely manner as identified and agreed upon by the Authorized Representatives.
2. That this agreement shall be effective on the date that all required signatures are obtained. St. Paul must not begin work addressed by this agreement until all required signatures have been obtained and St. Paul has been notified in writing to begin such work by Roseville’s Authorized Representative.

3. That this agreement will expire on December 31, 2021, or when all obligations and payments have been satisfactorily fulfilled, whichever occurs first.
4. That said services shall include: removing items of the existing traffic control signal system; furnishing and installing materials and electrical equipment; and installing other materials as specified and furnished by Roseville. This work shall serve to provide a revised and operating signal system at the intersection of T.H. 51 (Snelling Avenue) and Lydia Avenue W., as outlined by the construction documents listed in Appendix A.
5. That this agreement, and documents identified by Appendix A, may be amended by the Parties to include additional services at any time, providing such amendment is in conformance with Paragraph 18, in writing, and specifically describes the nature and type of such matter, its location and effective date of the change. Parties must propose such amendment by sending it to the respective contacts:
  - St. Paul Contact: Traffic Operations Engineer, 899 N. Dale Street, Saint Paul, Minnesota 55103.
  
  - Roseville Contact: City Engineer, Assistant Public Works Director, Department of Public Works, City of Roseville, 2660 Civic Center Drive, Roseville, MN 55113.
6. That all electrical work performed by St. Paul will be in conformance with the national electrical code and in a neat and workmanlike manner. Further, all work shall comply with conditions and expectations set forth in SS-1 (2565) REVISE SIGNAL SYSTEM dated 11/24/2020, which has been included with supporting construction documents.
7. That all materials removed by St. Paul, shall be reused, or disposed of pursuant to the supporting construction documents.
8. That Roseville, if available, shall furnish to St. Paul a copy of any and all repair and maintenance manuals and revisions of the same for any and all equipment.
9. That Roseville shall provide a written list of persons authorized by Roseville to contact during construction, and for any after-hours emergencies.
10. That authorized Roseville representatives shall direct telephone calls for non-emergency requests as needed between the hours of 7:00 AM and 3:00 PM Monday through Friday excluding legal holidays to St. Paul's Traffic Operations center at 651-266-9777. At all other times, calls for any emergency service shall be directed to St. Paul's 24-hour dispatcher at 651-266-9700.
11. That St. Paul will bill Roseville for Services rendered hereunder on a one-time payment basis detailing a description of the work involved; the labor and equipment used in the performance thereof, the parts and materials furnished, and any costs incurred as a result of subcontracted services or resources. This payment request will be issued by St. Paul to Roseville upon acceptance of the final deliverable.

12. That labor charges will be billed by St. Paul at the wage it has established as adjusted, via collective bargaining with the various occupational groups who actually perform the work. The labor charges referenced shall commence at the time travel begins and terminate when travel ends for any task performed for Roseville hereunder. St. Paul shall provide to Roseville the most current billing rates for labor for each occupational group performing the work. St. Paul shall also provide to Roseville the most current equipment billing rates.

13. That Roseville shall be billed for parts and materials at St. Paul's actual cost plus a markup of twenty percent (20%) to cover the costs of restocking, handling and operating expense, provided the parts and materials are received or managed by the City of St. Paul Traffic Operations Warehouse.

14. That Roseville will remit the sums payable to St. Paul within thirty (30) days after its receipt of same.

15. That all written notices and other communications required hereunder shall be sent to the Authorized Representatives identified:

FOR ST. PAUL:

Joe Spah  
Assistant City Engineer  
Traffic Operations Division  
899 N. Dale Street  
St. Paul, MN 55103  
Phone: (651) 266-9773  
Mobile: (651) 485-6725

FOR ROSEVILLE:

Jesse Freihammer  
City Engineer/ Assistant Public Works Director  
Department of Public Works  
City of Roseville  
2660 Civic Center Drive  
Roseville, MN 55113  
Phone: (651) 792-7042

16. Either St. Paul or Roseville may terminate this agreement at any time, with or without cause, upon sixty (60) days written notice from one to the other; and any charges for Services rendered prior to the termination date shall survive until paid.

17. There shall be no assignment of this Agreement except upon the written consent of the nonassigning party, which consent shall not be unreasonably withheld.

18. This Agreement may be amended or any of its terms modified only by written amendment authorized and executed by St. Paul and Roseville.

19. St. Paul and Roseville shall each be responsible for their own acts and omissions and the results thereof to the extent authorized by law. St. Paul and Roseville's liabilities are subject to statutory liability limitations.

20. St. Paul shall assist Roseville with respect to any requests for documentation or reports or any other general assistance required pursuant to this Agreement.

**CITY OF SAINT PAUL**

**CITY OF ROSEVILLE**

By: \_\_\_\_\_  
Melvin Carter, Mayor                      Date

By: \_\_\_\_\_  
Dan Roe, Mayor                              Date

By: \_\_\_\_\_  
Sean Kershaw                              Date  
Director, Department of Public Works

By: \_\_\_\_\_  
Patrick Trudgeon, City Manager      Date

By: \_\_\_\_\_  
John McCarthy                              Date  
Director, Office of Financial Services

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Saint Paul City Attorney                  Date

## **APPENDIX A**

1. SS-1 (2565) REVISE SIGNAL SYSTEM, dated 11/24/2020
2. CITY OF ROSEVILLE, SNELLING AVENUE AND LYDIA AVENUE, CONSTRUCTION PLAN SET, dated 01/27/2021
3. TRAFFIC OPERATIONS LABOR AND EQUIPMENT BILLING RATES (MARCH 2021)

POINT TABLE				POINT TABLE			
POINT	X	Y	NOTES	POINT	X	Y	NOTES
1	187743.72	556015.38	PVMT. EDGE	8	187715.43	556008.75	PVMT. EDGE
2	187743.39	556017.36	PVMT. EDGE	9	187706.90	556071.78	PVMT. EDGE
3	187735.25	556016.22	PVMT. EDGE	10	187705.74	556075.08	PVMT. EDGE
4	187731.66	556028.49	PVMT. EDGE	11	187694.01	556079.13	FLOW LINE
5	187759.93	556052.87	PVMT. EDGE	12	187691.06	556077.24	PVMT. EDGE
6	187759.33	556054.78	PVMT. EDGE	14	187796.60	555981.77	RAD. PT.
7	187706.58	556038.22	PVMT. EDGE	15	187702.43	556084.52	RAD. PT.

**LEGEND**

— — — — — EXISTING PAVEMENT

— — — — — PROPOSED CONSTRUCTION

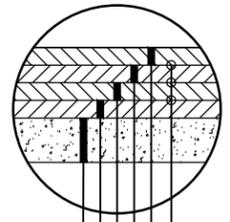
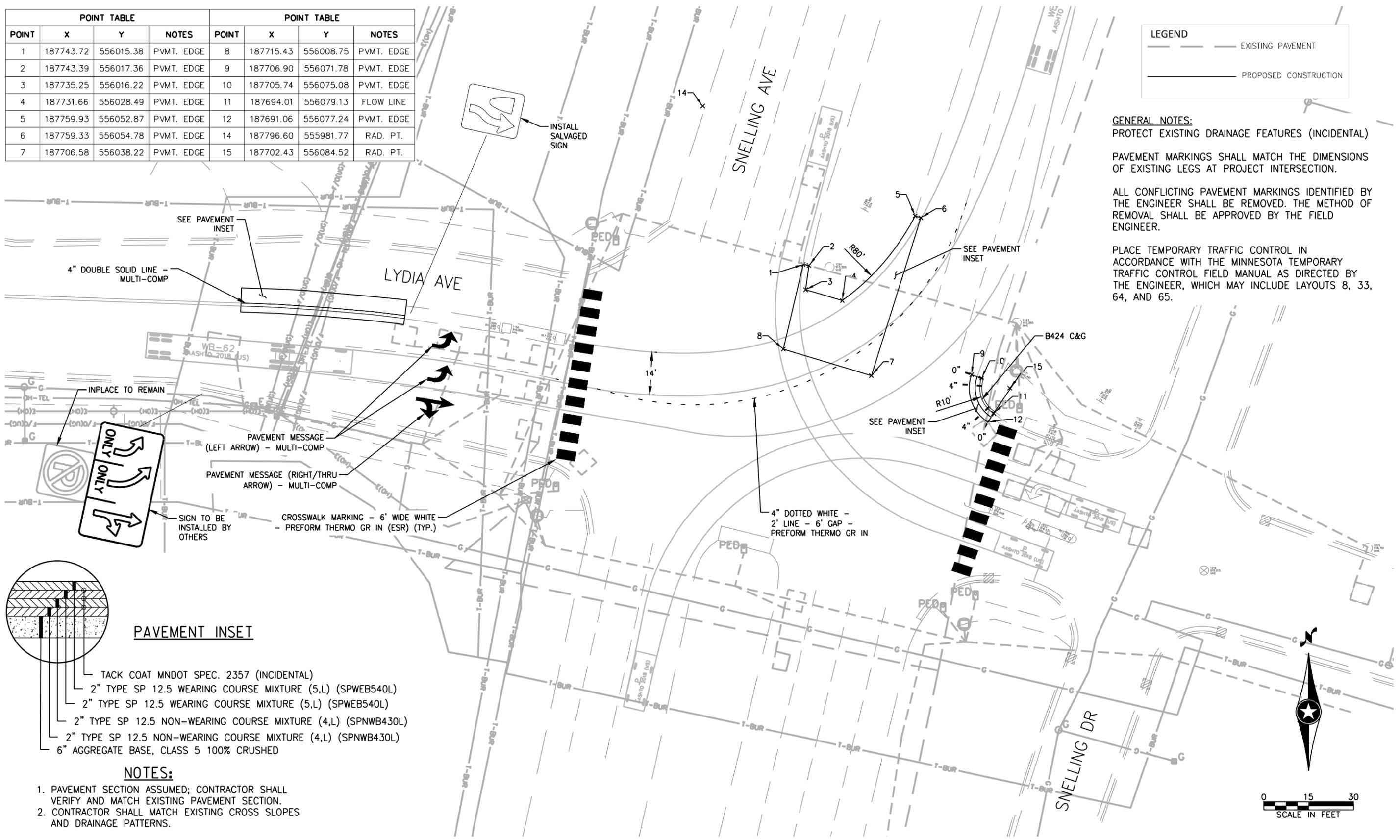
**GENERAL NOTES:**

PROTECT EXISTING DRAINAGE FEATURES (INCIDENTAL)

PAVEMENT MARKINGS SHALL MATCH THE DIMENSIONS OF EXISTING LEGS AT PROJECT INTERSECTION.

ALL CONFLICTING PAVEMENT MARKINGS IDENTIFIED BY THE ENGINEER SHALL BE REMOVED. THE METHOD OF REMOVAL SHALL BE APPROVED BY THE FIELD ENGINEER.

PLACE TEMPORARY TRAFFIC CONTROL IN ACCORDANCE WITH THE MINNESOTA TEMPORARY TRAFFIC CONTROL FIELD MANUAL AS DIRECTED BY THE ENGINEER, WHICH MAY INCLUDE LAYOUTS 8, 33, 64, AND 65.



**PAVEMENT INSET**

- TACK COAT MNDOT SPEC. 2357 (INCIDENTAL)
- 2" TYPE SP 12.5 WEARING COURSE MIXTURE (5,L) (SPWEB540L)
- 2" TYPE SP 12.5 WEARING COURSE MIXTURE (5,L) (SPWEB540L)
- 2" TYPE SP 12.5 NON-WEARING COURSE MIXTURE (4,L) (SPNWB430L)
- 2" TYPE SP 12.5 NON-WEARING COURSE MIXTURE (4,L) (SPNWB430L)
- 6" AGGREGATE BASE, CLASS 5 100% CRUSHED

**NOTES:**

1. PAVEMENT SECTION ASSUMED; CONTRACTOR SHALL VERIFY AND MATCH EXISTING PAVEMENT SECTION.
2. CONTRACTOR SHALL MATCH EXISTING CROSS SLOPES AND DRAINAGE PATTERNS.

2/23/2021 4:56:46 PM  
 H:\PROJECTS\13000\13420\DESIGN\PLANSHEETS\13420\_CP01.DWG: CONST-01  
 THOMAS BOROWICZ  
 2209 (CA) S. JAMES ST. ST. LOUIS, MO 63103  
 TEL: (314) 435-1500 FAX: (314) 435-1501  
 WWW.SRF.COM

NO	DATE	BY	CKD	APPR

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.  
 Print Name: **THOMAS BOROWICZ**  
*Tom Borowicz*  
 Date **02/23/21** License # **56111**

DRAWN BY  
NWS  
 DESIGNED BY  
TPB  
 CHECKED BY  
TPB  
 COMM. NO. 13420



CITY OF ROSEVILLE  
 TH 51 (SNELLING AVENUE) AND LYDIA AVENUE  
 CONSTRUCTION PLAN

SHEET  
120  
OF  
120

