


REQUEST FOR COUNCIL ACTION

Date: June 23, 2014
Item No.: 7.g

Department Approval



City Manager Approval



Item Description: Resolution Approving the Cooperative Agreement with Ramsey County for the County Road B2 Sidewalk Project

1 **BACKGROUND**

2 As a part of the Parks Renewal Project, the City is installing a 6 foot sidewalk along the north side of
3 County Road B2 from Lexington Avenue to Rice Street as well as along one side of Victoria Street
4 from County Road B2 to County Road C. The project also involves some storm sewer
5 improvements as required by City and Watershed rules for increases in impervious surfaces, but also
6 to address some of the historic drainage issues along the corridor. The project is being funded using
7 Park Renewal funds and Storm Water Utility funds.

8 Recently, Ramsey County modified their cost participation policy to allow for County cost
9 participation in the construction of trails and sidewalks, limited to the grading, base material and
10 concrete. The County's policy is to participate at a level of 50% of the cost of the sidewalk, but only
11 along County State Aid Highway (CSAH) designated roadways.

12 County Road B2 is currently a State Aid Highway between Lexington Avenue and Dale Street
13 within the project limits. Therefore, according the County policy they would only participate along
14 this section as well as the sidewalk along Victoria Street, which is also a CSAH. However, the City
15 and the County have agreed on a jurisdictional transfer of County Road B west of Cleveland Avenue
16 which would, when combined with some additional banked mileage the County has available,
17 provide enough mileage to designate County Road B2 as a CSAH all the way to Rice Street. This
18 would likely occur sometime late this year or early 2015. The County's Capital Improvement Plan
19 has designated monies for the participation on the cost of the sidewalk in 2015 using CSAH funds.
20 The County's allocation of funds assumes their participation on the entire length of the project, in
21 other words assuming the entire length will be designated as a County State Aid Highway by that
22 time.

23 Recognizing this, and the fact that Mn/DOT State Aid will only allow participation on currently
24 designated State Aid routes for this construction project, the attached agreement specifies an 84%
25 participation within the County State Aid Highway portion of the project to bring the total
26 participation along the project area to 50% of the sidewalk costs. Ramsey County has also agreed to
27 pay for 25% of the concrete curb and gutter along the County State Aid Highway portion of the
28 project.

29 The estimated County participation on this project is \$246,525 which also includes reimbursement
30 for a portion of engineering and administration.

31 This agreement will be presented to the Ramsey County Board upon approval of the City Council.

32 **STAFF RECOMMENDATION**

33 Staff recommends the Council approve the resolution approving the Cooperative Agreement with
34 Ramsey County for the County Road B2 Sidewalk Project.

35 **REQUESTED COUNCIL ACTION**

36 Motion to approve the resolution approving the Cooperative Agreement with Ramsey County for
37 the County Road B2 Sidewalk Project.

38

Prepared by: Marc Culver, City Engineer
Attachments: A: Resolution
B: Project Location Map
C: 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 23rd day of June, 2014,
3 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:

RESOLUTION No.

**RESOLUTION APPROVING THE COOPERATIVE AGREEMENT WITH
RAMSEY COUNTY FOR THE COUNTY ROAD B2 SIDEWALK PROJECT**

8
9
10
11
12
13
14 WHEREAS, County Road B2 from Lexington Avenue to Rice Street is a Ramsey County
15 facility; and,

16
17 WHEREAS, the City of Roseville and Ramsey County desire to construct a sidewalk
18 along County Road B2; and,

19
20 WHEREAS, it is necessary to establish project cost participation for both parties and to
21 establish authority and rights for the City of Roseville to administer and construct a
22 project within County right-of-way; and,

23
24 WHEREAS, the City and Ramsey County have drafted an agreement to establish said
25 terms for the project.

26
27 NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Roseville
28 approve the Cooperative Agreement drafted by Ramsey County and entered into with the
29 City of Roseville.

30
31 The motion for the adoption of the foregoing resolution was duly seconded by
32 Councilmember and upon vote being taken thereon, the following voted in favor
33 thereof: ; and the following voted against the same: .

34
35 WHEREUPON said resolution was declared duly passed and adopted.

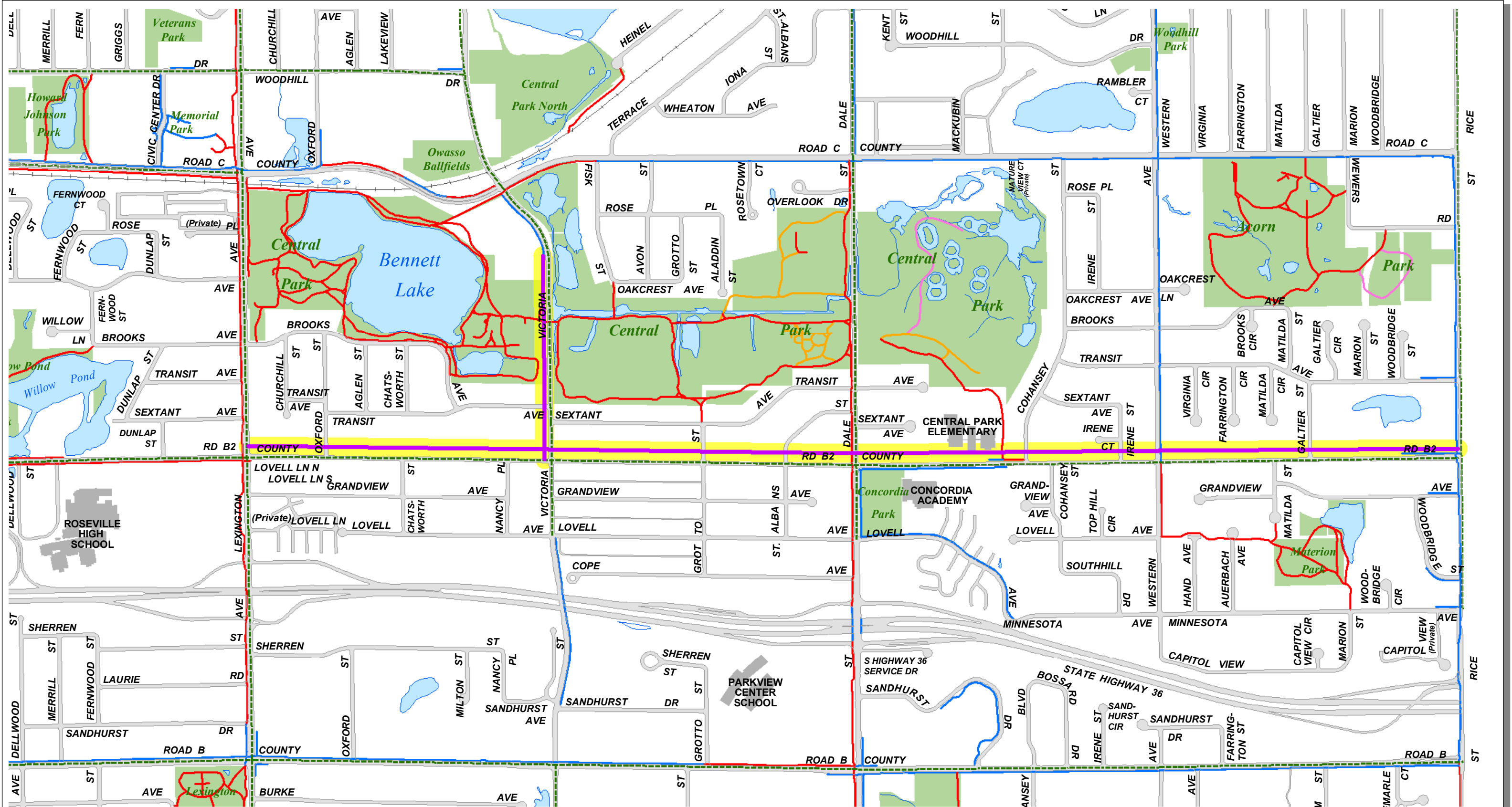
STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 23rd day of June, 2014, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 23rd day of June, 2014.

Patrick Trudgeon, City Manager

(Seal)



B2/Victoria Sidewalk Project

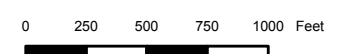


Prepared by:
Engineering Department
May 22, 2014

-  Proposed Sidewalk
-  Existing Trail
-  Existing Sidewalk
-  Existing Footpath
-  Existing Striped Shoulder
-  Existing Boardwalk

Data Sources and Contacts:
 * Ramsey County GIS Base Map (4/1/14)
 * City of Roseville Engineering Department
 For further information regarding the contents of this map contact:
 City of Roseville, Engineering Department,
 2660 Civic Center Drive, Roseville MN

DISCLAIMER:
 This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found please contact 651-762-7075. The preceding disclaimer is provided pursuant to Minnesota Statutes §466.03, Subd. 21 (2000), and the user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.



mapdoc: B2_VictoriaPathway.mxd
 map: B2_VictoriaPathway.pdf

Agreement PW2014-29

RAMSEY COUNTY
COOPERATIVE AGREEMENT
WITH THE CITY OF ROSEVILLE

Ramsey County Maintenance Project
S.A.P. 062-030-019

Attachments:
Engineers Estimate-Exhibit A
Location Map

THIS AGREEMENT is between the City of Roseville, Minnesota ("City") or ("City of Roseville"), and Ramsey County, Minnesota ("County") or ("Ramsey County");

WITNESSETH:

WHEREAS, the City of Roseville and Ramsey County desire to perform a Sidewalk Project consisting of: installation of concrete sidewalk, pedestrian ramps, concrete curb and gutter, storm sewer and appurtenances along County Road B-2 from Lexington Avenue to Rice Street, and along Victoria Street from County Road B-2 to County Road C in Ramsey County within the City of Roseville; and

WHEREAS, County Road B-2 (CSAH 78) and Victoria Street (CSAH 52) are designated as Ramsey County State Aid Highway roads; and

WHEREAS, portions of this project have been designated as eligible for County State Aid Highway funds (CSAH), reimbursement as S.A.P. 062-030-019; and

WHEREAS, preliminary study reports indicate it is feasible, practical and technically proper to provide for the Sidewalk Project which includes installation of concrete sidewalk, pedestrian ramps, storm sewer and appurtenances; and the Plans have been approved by the City of Roseville and Ramsey County; and

WHEREAS, project costs based on a contractor bid have been tabulated and attached to this agreement as Exhibit A "Cost Participation Summary";

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

1. The City of Roseville shall prepare the necessary plans, specifications, estimates and proposals in accordance with funding requirements to take bids for this project. Costs of project revisions after the completion of plans and specifications will be paid for by the party requesting the revisions. Revisions must be consistent with State Aid requirements and are subject to Ramsey County approval.
2. All Ramsey County owned rights of way and easements within the limits of the project for roads, utilities and storm water are hereby extended and granted to the City of Roseville for the duration of the project.

3. Upon award of a construction contract the City of Roseville shall perform or contract for the performance of construction inspection.
4. Ramsey County and City of Roseville shall participate in, and are responsible for, construction costs and shares identified in accordance with Exhibit A, "Estimated Cost Participation Summary", attached hereto and as modified below. It is understood actual costs will be adjusted to reflect final construction elements as submitted to the City of Roseville for approval at the time of final project completion.
5. The estimated construction cost of the sidewalk, concrete curb and gutter and storm sewer in the project plans is \$1,135,940.00. The costs will be paid by a combination of CSAH and City of Roseville funds per the cost participation levels indicated below.
6. Any utilities or facilities modified or added to those identified 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 shall be negotiated at the time of supplemental agreement preparation.
7. Ramsey County shall pay to the City of Roseville 84% of the cost of the sidewalk including grading and base within the County State Aid Highway portion of the project which will represent 50% of the total sidewalk cost over the entire length of County Road B2 and Victoria Street. Given that a portion of the project is not designated as a County State Aid Highway and therefore is not eligible for County State Aid Highway (CSAH) funding the county will fund the CSAH 78 and CSAH 52 portions of the sidewalk at 84%. This deviates from the County's cost participation policy and is subject to County Board approval.
8. Ramsey County shall pay to the City of Roseville 25% of the concrete curb and gutter within the County State Aid Highway portion of the project.
9. Ramsey County shall reimburse the City of Roseville for engineering costs incurred on its share of project design and administration, as set forth in Exhibit A, as a design engineering fee. Said fee shall be 12% of item costs for which Ramsey County is responsible for, as determined at the time of contract award.
10. Ramsey County shall reimburse the City of Roseville 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 Ramsey County is responsible for, as determined upon completion of the project.
11. A variance shall be granted by the Mn/DOT State Aid office for this project prior to any payments made by the County. The variance covers the fact that the award of the contract was prior to Mn/DOT approvals.
12. All material testing for this project shall comply with CSAH standards and the schedule of material control.

13. Quantity distributions identified above shown in Exhibit A are estimates. Actual Cost shall be based on the contractor's unit prices and the quantities constructed.
14. All liquidated damages assessed to the contractor in connection with the work performed on the project shall result in a credit shared by the City of Roseville and by Ramsey County in the same proportion as their responsibility for the cost of the element of the project for which the liquidated damages were assessed.
15. The City of Roseville shall not specially assess or otherwise recover any portion of its cost for this project through levy or special assessments on property owned by Ramsey County.
16. Throughout project design and construction, the City of Roseville shall prepare partial cost and payment estimates for preliminary engineering fees, construction costs, and construction engineering fees and, at appropriate intervals, notify Ramsey County of its share of the costs for Ramsey County's items of work.
17. Ramsey County shall pay to the City of Roseville all costs for its share of the work upon notification by the City of Roseville of the final amounts due to the contractor in 2015 with said payment due on or before March 1, 2015 or within 45 days of the contract final payment, whichever comes later.
18. All payments by Ramsey County shall be to the City of Roseville, Minnesota.
19. The City of Roseville and Ramsey 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 Ramsey County or the City of Roseville of any statutory or common law immunities, limits, or exceptions on liability.
20. This Agreement shall remain in full force and effect until terminated by mutual agreement of the City of Roseville and Ramsey County.

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

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

CITY OF ROSEVILLE,
MINNESOTA

By: _____

Its Mayor

By: _____

Its City Manager

Date: _____

RAMSEY COUNTY

Julie Kleinschmidt, County Manager

Date: _____

Approval recommended:

James E. Tolaas, Director
Public Works Department

Approved as to form and insurance:

Assistant County Attorney

