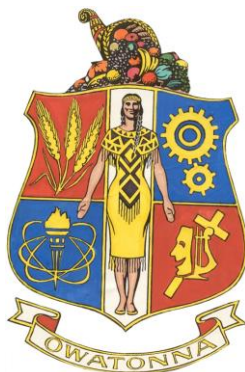


# THE CITY OF

Office of Public Works Director  
City Engineer



# OWATONNA

540 West Hills Circle  
Owatonna, MN 55060-4701  
Ph. (507) 444-4350  
FAX: (507) 444-4351

TO: Honorable Mayor and City Council  
FROM: Kyle Skov, Director of Public Works and City Engineer  
DATE: February 11, 2021  
SUBJECT: City/County/School Joint Agreement – Roundabout at 18<sup>th</sup> Street SE and CSAH 48

**Purpose:**

City Council approval of Resolution 30-21 approving a joint project with Steele County and ISD 761 for construction of a roundabout at 18<sup>th</sup> Street SE and CSAH 48 (Bixby Road).

**Background:**

The school district completed an Environmental Assessment Worksheet as part of the development process for the proposed high school along 18<sup>th</sup> Street SE. The traffic portion of the review determined that a roundabout is necessary at the intersection of 18<sup>th</sup> Street SE and CSAH 48. The school district has requested that the City and County participate in the project. The request is for the costs to be split equally three ways.

The goal is for the roundabout to be open before the school is open in the fall of 2023. Due to concerns over railroad issues, staff is recommending the preliminary design process be started as soon as possible.

**Budget Impact:**

The project will be paid for by state aid construction funds and preliminary costs are \$2,100,000 or \$700,000 per entity. A Local Road Improvement Program grant application is being submitted for \$1,250,000 to reduce the cost of the project. If grant funds are received, the remaining balance will be split 3 ways.

**Staff Recommendation:**

Staff recommends approval of Resolution 30-21.

RESOLUTION NO. 30-21

A RESOLUTION APPROVING A COOPERATIVE AGREEMENT BETWEEN STEELE COUNTY, ISD #761 AND THE CITY OF OWATONNA FOR CSAH 48 (BIXBY ROAD) AND 18<sup>TH</sup> STREET SE INTERSECTION IMPROVEMENTS

WHEREAS, as part of the development of a new high school along 18th Street SE, the district hired SRF Consulting Group to complete a preliminary traffic study as part of the Environmental Assessment Worksheet, and

WHEREAS, the intersection of CSAH 48 and 18th Street SE was found to be inadequate to meet the future traffic demands and recommended a roundabout be constructed at this location, and

WHEREAS, the District contracted WSB to complete the development of a feasibility study to further analyze the intersection and develop concept plans with preliminary cost estimates for the roundabout construction, and

WHEREAS, the City, County and District recognize the public nature of the project, and

WHEREAS, project development and preparation of plans and specifications for the project at an estimated cost of \$140,000.00, and

WHEREAS, preliminary construction cost estimates for the project are \$1,575,000.00, and

WHEREAS, preliminary right of way and railroad costs for the project are \$129,000.00, and

WHEREAS, total preliminary project costs are \$1,844,000.00, and

WHEREAS, it is the desire of all three parties to enter into a written agreement regarding the intersection improvements at CSAH 48 (Bixby Road) and 18th Street SE.

NOW, THEREFORE, BE IT RESOLVED: pursuant to Minnesota Statutes 471.59 and in consideration of the mutual covenants and promises hereinafter contained, it is agreed by and between the City and the County and the District as described in the Cooperative Agreement Between Steele County and the City of Owatonna and ISD 761 for CSAH 48 (Bixby Road) and 18<sup>th</sup> Street SE Intersection Improvements.

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021, with the following vote:

Aye \_\_\_; No \_\_\_; Absent \_\_\_.

Approved and signed this this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Thomas A. Kuntz, Mayor

ATTEST:

\_\_\_\_\_  
Kris M. Busse, City Administrator/City Clerk

**COOPERATIVE AGREEMENT  
BETWEEN STEELE COUNTY, INDEPENDENT SCHOOL DISTRICT #761 AND  
THE CITY OF OWATONNA FOR  
CSAH 48 (BIXBY ROAD) AND 18<sup>th</sup> STREET SE INTERSECTION IMPROVEMENTS**

THIS AGREEMENT, made and entered into by, and between, and among the City of Owatonna, a municipal corporation, organized under the laws of the State of Minnesota (City), hereinafter referred to as "City", and the County of Steele, Minnesota, a political subdivision under the laws of the State of Minnesota (County), hereinafter referred to as "County", and Independent School District No. 761, a Municipal School District organized under the laws of the State of Minnesota (ISD 761), collectively referred to herein as "party" or "parties":

WITNESSETH:

WHEREAS, as part of the development of a new high school along 18<sup>th</sup> Street SE, the district hired SRF Consulting Group to complete a preliminary traffic study as part of the Environmental Assessment Worksheet, and

WHEREAS, the intersection of CSAH 48 and 18<sup>th</sup> Street SE was found to be inadequate to meet the future traffic demands and recommended a roundabout be constructed at this location, and

WHEREAS, the District contracted WSB to complete the development of a feasibility study to further analyze the intersection and develop concept plans with preliminary cost estimates for the roundabout construction, and

WHEREAS, the City, County and District recognize the public nature of the project, and

WHEREAS, project development and preparation of plans and specifications for the project is estimated to cost \$140,000.00, and

WHEREAS, preliminary construction cost estimates and contingency for the project are \$1,575,000.00, and

WHEREAS, preliminary right of way and railroad costs for the project are \$129,000.00, and

WHEREAS, total preliminary project costs are \$1,844,000.00, and

WHEREAS, construction observation costs have not yet been determined but are expected to be 8% of construction costs, and

WHEREAS, it is the desire of all three parties to enter into a written agreement regarding the intersection improvements at CSAH 48 (Bixby Road) and 18<sup>th</sup> Street SE.

NOW THEREFORE, pursuant to Minnesota Statutes 471.59 and in consideration of the mutual covenants and promises hereinafter contained, it is agreed by and between the City and the County and the District as follows:

- A. That this agreement shall apply only to the intersection improvements at CSAH 48 (Bixby Road) and 18th Street SE.
- B. Prosecution of work will be performed on the following basis. The County will:
  - 1) Prepare plans and specifications with an estimate of cost for the intersection improvement project.
  - 2) Act as the contracting agency for the project in accordance with the competitive bidding requirements of Minnesota Statutes 471.345 and 375.21.
  - 3) Provide the necessary surveying and construction inspection engineering services for the project or contract with a consultant to provide such services.
  - 4) Obtain all permits and approvals required from other governmental agencies.
  - 5) Supervise the construction of all aspects of the project. Said supervision shall include keeping adequate records to document the quality of work and the substantiation of all pay quantities.
  - 6) Maintain the project open to inspection by the City or their duly authorized representatives.
  - 7) Address public concerns with the project.
  - 8) Be responsible for and liable for costs it incurs in performing its obligations under this Agreement.
- C. The City will:
  - 1) Assist the County in addressing concerns of the public relating to the County intersection improvement project.
  - 2) The City shall be responsible for and liable for all costs it incurs in performing its obligations under this Agreement.
- D. The County agrees to do all things necessary for the work of said project except as set forth in this agreement. Said project is to be performed, consistent with current City and County State Aid Highway Standards.
- E. The method of financing the project shall be the prerogative of Steele County and the City of Owatonna and ISD 761. Funding of the project is subject to the following provisions:

- 1) PROJECT DEVELOPMENT COSTS SHALL BE APPORTIONED AS FOLLOWS:  
Steele County 1/3, City of Owatonna 1/3 and ISD 761 1/3
- 2) PROJECT CONSTRUCTION AND RIGHT OF WAY COSTS SHALL BE APPORTIONED AS FOLLOWS:  
Steele County 1/3, City of Owatonna 1/3 and ISD 761 1/3
- 3) CONSTRUCTION OBSERVATION AND INSPECTION COSTS SHALL BE APPORTIONED AS FOLLOWS:  
Steele County 1/3, City of Owatonna 1/3 and ISD 761 1/3
- 4) REIMBURSEMENTS SHALL BE APPORTIONED AS FOLLOWS:

Upon completion and final acceptance of the project, and receipt of a detailed listing of the final actual project costs, the City of Owatonna and ISD 761 will reimburse Steele County.

- F. To the fullest extent permitted by law, City shall defend, indemnify, and hold harmless County and ISD 761, their officers, employees, and agents from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professions, and all court or arbitration or other dispute resolutions costs) caused solely by the negligent acts or omissions of City or its officers, employees, or agents in the performance of this Agreement.

To the fullest extent permitted by law, County shall defend, indemnify, and hold harmless City and ISD 761, their officers, employees, and agents from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professions, and all court or arbitration or other dispute resolutions costs) caused solely by the negligent acts or omissions of County or its employees or agents in the performance of this Agreement.

To the fullest extent permitted by law, ISD 761 shall defend, indemnify, and hold harmless City and County, their officers, employees, and agents from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professions, and all court or arbitration or other dispute resolutions costs) caused solely by the negligent acts or omissions of ISD 761 or its employees, or agents in the performance of this Agreement.

To the fullest extent permitted by law, each party's total liability to the other parties or any non-parties caused by the negligence of a party and in part by another party or parties or any other negligent non-party, shall not exceed the percentage share of a party's negligence bears to the total negligence of all parties or other non-party.

It is hereby understood and agreed that for the purpose of the Parties' performance hereunder, neither Party's employees shall be deemed employees of the other Party for any purpose and any and all claims made by third parties as a consequence of any act or omission on the part of a Party's employee(s) while engaged in the performance of any of the provisions of services hereunder shall in no way be the obligation or responsibility of the other Party.

- G. Each party shall be responsible for damages to or loss of its own equipment. Each party waives the right to sue any other party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.
- H. Pursuant to Minnesota Statute 16C.05, Subd. 5, each party agrees that the other parties and the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of such party and involve transactions relating to this Agreement.

Each party agrees to maintain these records for a period of six years from the date of termination of this Agreement.

- J. During the performance of this Agreement, each party agrees to the following:  
  
No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment right in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.
- K. Each party to this agreement reserves the right to withdraw from and cancel this agreement within 30 days from the opening of bids for the project in the event either or both parties consider any or all bids unsatisfactory; the withdrawal from or cancellation of the agreement to be accomplished by either or both parties within 30 days of opening of bids by serving a written notice thereof upon the other, unless this right is waived by both parties in writing.
- L. Each party agrees that any modification of this agreement will be in writing and will be signed by the parties hereto.

IN TESTIMONY WHEREOF, The parties hereto have caused these presents to be executed.

City of Owatonna, Minnesota

Steele County, Minnesota

\_\_\_\_\_  
Mayor, City of Owatonna

\_\_\_\_\_  
Jim Abbe, Steele County Board Chair

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

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

Attest:

\_\_\_\_\_  
Kris Busse, City Administrator

\_\_\_\_\_  
Scott Golberg, County Administrator

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

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

Independent School District Number 761

\_\_\_\_\_  
Jeff Elstad, School Superintendent

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

\_\_\_\_\_  
Eric Schuster, School Board Clerk

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