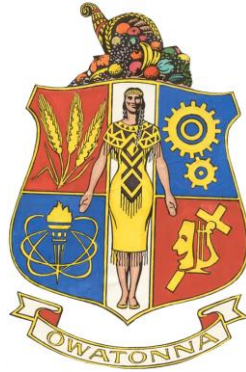


THE CITY OF

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: Joint City/County Cooperative Agreement - 26th and State Roundabout

Purpose:

City Council approval of Resolution 34-21 approving Cooperative Agreement for a joint project with Steele County for construction of a roundabout at 26th Street and State Avenue.

Background:

The intersection of 26th Street NW (CSAH 34) and State was evaluated as part of a corridor study completed in 2015 by Steele County. This intersection was found to have a lower level of service in its current configuration. Originally, a temporary signal was installed, but further evaluation found that a roundabout will meet desired level of service for the next 20 years. The existing temporary signal had the cabinet hit and the overhead taken down by a oversize load. It is also a continual repair concern as the wires and signal heads twist in the wind.

Budget Impact:

The project will be paid for by a combination of County funds and City State Aid Funds. The estimated cost for the City is \$466,720 of which the City will be responsible for approximately 25%.

Staff Recommendation:

Staff recommends approval of Resolution 34-21.

RESOLUTION NO. 34-21

A RESOLUTION APPROVING A COOPERATIVE AGREEMENT BETWEEN STEELE
COUNTY AND THE CITY OF OWATONNA
FOR
CSAH 45 (State Ave) and CSAH 34 (26th St) Intersection Improvements

WHEREAS, the intersection of County State Aid Highway CSAH 45 (State Ave) and CSAH 34 (26th St) has been programmed for safety improvements in the Steele County Highway Capital Improvement Program for several years, and

WHEREAS, CSAH 45 (State Ave) and CSAH 34 (26th St) are under the jurisdiction of the County of Steele, for purposes of maintenance and improvements, and

WHEREAS, the County and the City desire to share the costs of the intersection improvement and the County has adopted the policy, Steele County and City of Owatonna: Framework for Construction project cost sharing on County Routes within City Limits, for the division of costs on County Highways within the City, said Policy being adopted by the Steele County Board of Commissioners on September 12, 2017, a copy of which is attached hereto as Exhibit A and made a part hereof by reference, and

WHEREAS, project development prepared plans and specifications for the project at an estimated cost to the County of \$160,000, and

WHEREAS, said plans and specifications are currently under development, and

WHEREAS, the estimated construction cost of the project is \$1,696,881, and

WHEREAS, construction observation and inspection will be provided by Steele County staff and a consultant, the cost of which will be determined upon project completion, and

WHEREAS, it is the desire of both parties to enter into a written agreement regarding the intersection improvements at CSAH 45 (State Avenue) and CSAH 34 (26th St).

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 of Owatonna and the County of Steele as described in the Cooperative Agreement between Steele County and the City of Owatonna for CSAH 45 (State Ave) and CSAH 34 (26th St) 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 AND THE CITY OF OWATONNA
FOR
CSAH 45 (State Ave) and CSAH 34 (26th St) Intersection Improvements**

THIS AGREEMENT, made and entered into by and between the City of Owatonna, a municipal corporation, organized under the laws of the State of Minnesota, party of the first part, hereinafter referred to as "City", and the County of Steele, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, party of the second part, hereinafter referred to as "County";

WITNESSETH:

WHEREAS, the intersection of County State Aid Highway CSAH 45 (State Ave) and CSAH 34 (26th St) has been programmed for safety improvements in the Steele County Highway Capital Improvement Program for several years, and

WHEREAS, CSAH 45 (State Ave) and CSAH 34 (26th St) are under the jurisdiction of the County of Steele, for purposes of maintenance and improvements, and

WHEREAS, the County and the City desire to share the costs of the intersection improvement and the County has adopted the policy, *Steele County and City of Owatonna: Framework for Construction project cost sharing on County Routes within City Limits*, for the division of costs on County Highways within the City, said Policy being adopted by the Steele County Board of Commissioners on September 12, 2017, a copy of which is attached hereto as Exhibit A and made a part hereof by reference, and

WHEREAS, project development prepared plans and specifications for the project at an estimated cost to the County of \$160,000, and

WHEREAS, said plans and specifications are currently under development, and

WHEREAS, the estimated construction cost of the project is \$1,696,881, and

WHEREAS, the estimated right-of-way cost of the project is \$10,000, and

WHEREAS, construction observation and inspection will be provided by Steele County staff or a consultant, the cost of which will be determined upon project completion, and

WHEREAS, it is the desire of both parties to enter into a written agreement regarding the intersection improvements at CSAH 45 (State Avenue) and CSAH 34 (26th St).

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 of Owatonna and the County of Steele as follows:

- A. That this agreement shall apply only to the intersection improvements at CSAH 45 (State Ave) and CSAH 34 (26th St).
- 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.
 - 4) Obtain all permits and approvals required from other governmental agencies.
 - 5) The County will 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) The County will 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. Funding of the project is subject to the following provisions:

1) PROJECT DEVELOPMENT AND RIGHT-OF-WAY COSTS:

Project development and right-of-way costs are State-Aid eligible. Steele County and the City of Owatonna will share in the final project development and right-of-way costs as defined in Exhibit A, 75 percent being the County's share estimated at \$127,500 and 25 percent being the City's share estimated at \$42,500.

2) PROJECT CONSTRUCTION COSTS:

Steele County and the City of Owatonna will share in the final project construction costs as defined in Exhibit A, 75 percent being the County's share estimated at \$1,272,661, and 25 percent being the City's share estimated at \$424,220.

3) CONSTRUCTION OBSERVATION AND INSPECTION COSTS:

Construction observation and inspection costs are State-Aid eligible. Steele County and the City of Owatonna will share in the final construction observation and inspection costs, whether the County performs this work in-house or contracts with a consultant to perform this work, 75 percent being the County's share and 25 percent being the City's share. Final construction observation and inspection costs will be determined upon completion of the project and final acceptance of the project by the County Board.

4) REIMBURSEMENTS:

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

F. The City of Owatonna agrees to save, hold harmless and indemnify Steele County and the County's officers, agents, employees, and volunteer workers against any and all claims, losses, damages, or law suits for damages arising from, allegedly arising from, or related to the provisions of the City's services hereunder, and further the City agrees to defend at its own sole cost and expense any action for proceeding commenced for the purpose of asserting any claim of whatsoever character arising as a result of the provision of City's services hereunder.

The County agrees to save, hold harmless and indemnify the City of Owatonna and the City's officers, agents, employees, and volunteer workers against any and all claims, losses, or law suits for damages arising from, allegedly arising from, or related to the County's provision of services hereunder, and further the County agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising as a result of the County's provision of services hereunder.

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, the City agrees that the County, 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 the County and involve transactions relating to this Agreement.

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

- I. Pursuant to Minnesota Statute 16C.05, Subd. 5, the County agrees that the City, 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 the County and involve transactions relating to this Agreement.

County 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, the City and the County agree 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

Thomas A. Kuntz, Mayor

James Brady, Chairman
County Board of Supervisors

Date: _____

Date: _____

Attest:

Kris M. Busse, City Administrator

Scott Goldberg, County Administrator

Date: _____

Date: _____

Steele County and City of Owatonna: Framework for Construction project cost sharing on County Routes within City Limits:

Steele County and the City of Owatonna desire to establish a framework for developing cooperative agreements for construction of County Roads within the City of Owatonna. Construction is defined as anything more than routine maintenance and patching which is covered under the existing maintenance agreement. Overlays and Concrete Pavement Rehabilitation (CPR) are considered to be construction.

In general, Steele County and the City of Owatonna agree to cost share on Minnesota State Aid eligible construction items with Steele County paying 75% and the City of Owatonna Paying 25%.

Americans with Disability Act (ADA) requirements will be addressed on all construction projects.

All costs associated with potable watermain will be the responsibility of Owatonna Public Utilities.

Sanitary sewer will be the responsibility of the City of Owatonna.

Trees will be 50% City and 50% County

Storm sewer costs will be split based on the percentage determined by MNDOT Hydraulic Review.

Aesthetic improvements beyond State Aid Standards will be 100% City Cost. Example, decorative lighting above standard street lighting, decorative treatment of retaining walls, etc.

Owatonna Public Utilities shall provide street lighting.

Federal Projects: Notwithstanding the above agreement. When Federal funds are available for a project, each agency agrees to cooperate fully to obtain and take advantage of these funds.

The City and County Engineer will work together to develop a detailed 5 year plan for construction activities on County routes within the City. The plan will allow each agency to plan for future expenditures.

Portions of the City share of the costs may be assessed to the adjacent property owners as per City of Owatonna Assessment Policy.

Coordination of the project lead will be determined by the County and City Engineers based on staff work load and expertise.