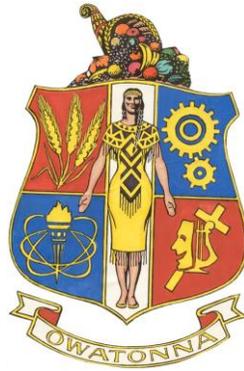


THE CITY OF

Office of Public Works Director
City Engineer



OWATONNA

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

CSAH 34 (26TH STREET) AT CSAH 45 (STATE AVENUE) INTERSECTION

Intersection History

In 2015, the County had the CSAH 34 Traffic & Infrastructure Improvement Needs Study completed to identify needs along the corridor and recommend immediate, short term and long-range improvements. At that time, the CSAH 34 (26th Street) and CSAH 45 (State Avenue) intersection was controlled with an all-way stop. The intersection experienced the most delay of any primary intersection within the study area. Expected growth in traffic was expected to cause the intersection to fail operationally. A solution to this issue needed to be implemented immediately. The study also noted a potential need to build a railroad overpass at some point. If a railroad overpass is built, this intersection will need to rise approximately 10 feet as CSAH 34 elevates over the railroad track and river. A decision was made to install the temporary signals in 2016 to address the immediate need while the decision to build a railroad overpass was evaluated. The study also recommended that if the railroad overpass was not explored further, a permanent solution such as a roundabout could be built.

Overpass Considerations

Since 2016, the county and city have further considered building the overpass as well as other city and county priorities and decided the overpass is no longer being considered at this time. A railroad overpass would also necessitate the reconstruction of the Straight River bridge. The cost to construct the overpass and river crossing structure and approaches is estimated at \$11-15 million. The existing river bridge, constructed in 1972, has at least 20-30 years of useful life remaining. Current and 20-year projected vehicle and train volumes do not justify the significant expense now or even in 20 years.

Time to replace Temporary Signals

Temporary signals are meant to be in place for only a short time, from a few months up to a few years. After 5 years since the temporary signals were installed, they have outlived their useful life. Now that we've determined that an overpass will not be built in the next 20-30 years, it is time to replace these signals with something permanent. Eliminating the temporary signal will eliminate on-going significant maintenance issues with the temporary signal that has frequently been knocked down by oversize vehicles and windstorms, including the most recent unpermitted oversize vehicle knockdown on February 23rd.

Intersection Options

Four options were considered for a permanent replacement including: a permanent traffic signal system, permanent traffic signal with intersection realignment, a mini roundabout, and a full-size roundabout.

Permanent Traffic Signal Only Option

Simply replacing the temporary signal system with a permanent traffic signal system would maybe have been able to utilize the previous investment of added turn lanes and other intersection improvements installed in the 2016 project that installed the temporary signals. The estimated cost to install the signals is \$250,000-350,000, plus ongoing electrical cost and maintenance. A traffic signal system is expected to have a life span of 30-40 years; however, additional lanes and signal changes will likely be required as traffic increases during that time frame. Also, an installation of a permanent traffic signal system to simply replace the temporary signal would not address the safety issues experienced at this intersection.

Permanent Traffic Signal with Intersection Realignment Option

Since the installation of the temporary signal, the intersection has experienced an average of 3.8 crashes per year with a crash rate of 1.15 crashes per million entering vehicles (MEV). That crash rate is well above the state average crash rate of 0.74 crashes/MEV for county signalized intersections. That rate is also significantly above the 0.36 crashes/MEV during the five years prior to the signal. The skewed geometry of the approaches and the curved roadway through the intersection are likely a factor in the high crash rate. With traffic expected

to grow, especially as the area develops, that crash rate can only be expected to increase. The intersection would have to be completely reconstructed on new alignment to address those issues, adding significantly to the cost of the intersection improvement and add significant impacts to adjacent properties. Given the significant realignment needs and safety issues, this option was not further considered, but the costs are roughly estimated as high as \$2,000,000 or more.



Mini Roundabout Option

A mini roundabout was considered with the hope of utilizing much of the existing pavement and therefore minimize the cost. However, engineering study indicated that the mini roundabout would not accommodate the traffic volumes any better than a traffic signal and would not meet the future operations needs of the intersection, so was not further considered.

Full Sized Roundabout Option

The full-sized roundabout being proposed has several factors that ultimately became the preferred option despite the nearly \$2,000,000 cost. The full-sized roundabout provides more intersection capacity than a traffic signal and will provide for predicted traffic volumes well into the next two decades or more. Roundabouts are known to significantly improve safety, significantly reducing fatal and injury crashes. One of the main benefits of roundabouts is the removal of right-angle conflicts within the intersection which tend to produce more severe crashes. Given the high-speed limits of 45 mph and 55 mph on the approaches, serious and fatal crashes are highly expected with a traffic signal.

The geometry of the proposed roundabout also accommodates the skewed intersection and curved roadway through the intersection with much less impacts to surrounding properties. Less than a quarter acre of additional right of way is required for this project. Also, the geometry of the roundabout allows access to adjacent parcels much closer to the intersection than a signal would allow, greatly benefiting access to future commercial development in the area.

Future Corridor Plans

This roundabout is also the first step in a series of projects proposed by the 2015 corridor study to improve operations and safety in the area. Roundabouts are also proposed to the west at the I-35 ramps, so the construction of a roundabout at this location will better fit the future plans of the rest of the corridor.



The City's development plan has identified land use in the area to change from agricultural to commercial. The adjacent properties are an ideal location for development with its proximity to the I-35 interchange, but with that development will come more traffic.

Summary

Significantly higher traffic is expected in the future, and the roundabout is the best solution to address the long term operational and safety needs for the intersection. While installing a permanent signal system to simply replace the temporary signal is significantly cheaper, it does not address the long-term operations or safety needs of the intersection.

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

CSAH 45 (State Ave) and CSAH 34 (26th St) Intersection Improvements
Steele County and City of Owatonna

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.