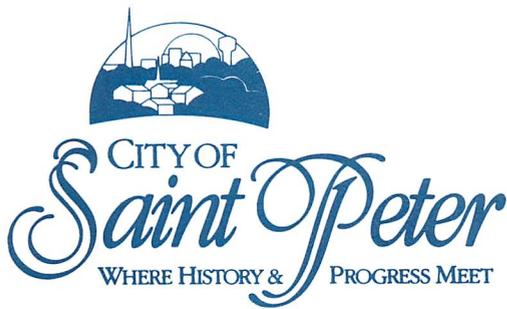


**CITY OF SAINT PETER, MINNESOTA
AGENDA AND NOTICE OF MEETING**

Special City Council Meeting of Monday, August 4, 2014
Governors' Room – Community Center – 5:30 p.m.
601 South Fifth Street

- I. CALL TO ORDER
- II. HIGHWAY 169 DETOUR AUTHORIZATION
- III. ADJOURNMENT

Office of the City Administrator
Todd Prafke



Memorandum

TO: Honorable Mayor Strand
Members of the City Council

DATE: 8/1/2014

FROM: Todd Prafke
City Administrator

RE: Highway 169 Detour Authorization

ACTION/RECOMMENDATION

Approve the attached resolution providing authority to enter into an agreement with MnDOT relative to reimbursement for road use for a proposed detour on Old Minnesota Avenue from the north end of Saint Peter south to the Union Street intersection and on Broadway Avenue from Sunrise Drive east to Highway 169.

BACKGROUND

Members may recall that the Minnesota Department of Transportation (MnDOT) has looked for a detour which diverts traffic from the southbound lanes of Highway 169. This diversion of traffic would allow the contractors working on both north and southbound lanes increased opportunity to catch up to the planned construction schedule which was unable to be kept due to spring flooding.

The primary option of the detour includes the area described above with a separate detour for truck traffic that will begin nine miles north of Saint Peter with truck traffic being detoured onto Sibley County Road 8 and south on Nicollet County Road 20 to County Road 5 (Broadway Avenue). A map of the route is attached.

Members may also recall MnDOT held an open house on July 28th to solicit input on the proposed detour and to better understand concerns which will help MNDOT determine if there is a serious problem with the detour routes. It also gave them an opportunity to solicit ideas for mitigation opportunities.

We are working with MnDOT to ensure that construction and disruption related to the Highway project does not go into the 2015 year and although we realize there are real concerns for use of Old Minnesota Avenue by residents and others, we believe we can mitigate those issues while continuing to support businesses in the area. We also are aware that a westerly bypass could have substantial negative impact on the businesses in that area as well as in downtown Saint Peter and for residents in other areas as well.

Listed below are the broad categories of concerns that MnDOT and City staff heard at the open house and our combined strategies to mitigate those concerns while meeting goals we have

established for the detour timeframe of August 11th to September 2nd. The concerns raised are shown below with MnDOT's responses in italics.

In-town detour concerns

- Have the detour done before school starts:
 - *If the contractor cannot reasonably prove (show in planned schedule) NB lanes of TH 169 can be opened by September 2nd, the in-town detour will not be considered.*
 - *In addition to this, the City will talk with the bus company about possible alternative pickup locations.*
 - Concerns with backing in or out of businesses on Old Minnesota Avenue with the increased traffic:
 - *Accept a minor level of traffic congestion during backing in operations by trucks.*
 - *If businesses with trucks backing in are having issues once detour is on, they can contact the city and someone could be sent out to help stop traffic.*
 - Concerns with emergency vehicle/school bus/postal service access if traffic is routed on Old Minnesota Avenue:
 - *The width is available to accommodate 3 vehicles abreast in both the narrow and wider pavement sections. The width is 32' of pavement in the narrow section and 44' in the wider section.*
 - *Accept minor congestion during school bus stops.*
 - *The city will talk with the bus company about possible alternative and group pickup locations.*
 - *City will review opportunities for crossing guards.*
 - Concerns with speeds along Old Minnesota Ave and maintaining 30 mph:
 - *City will provide additional law enforcement and a speed trailer on both Old Minnesota Ave and Broadway Ave*
 - Concerns with pedestrian safety at the Green Valley Mobile home park and all along Old Minnesota Avenue:
 - *Potential for pedestrian (ped) crosswalk on north end of property at W. Nichols St – Zebra pavement markings and post in center of street.*
 - *Encourage ped use behind curb – City will mow and clear a strip behind the curb.*
 - *Possibility of Tube Delineators to delineate a path behind the curb*
 - *Determine total ped use expected per day. Peter and Zak will head over to the Mobile Home Park on Monday to discuss with renters at this location – expected to have the majority of ped use.*
 - *With a 44' wide pavement in the 3-lane section and a 32' wide pavement in the 2-lane section, we should stripe 11' lanes (appropriate for a low speed urban context, even with trucks) and a 13' center left turn lane.*
 - *3-lane section ----- 44'-11'-13'-11' = 9' = 4.5' paved area per side for bike/ped shoulder use*
 - *2-lane section ----- 32'-11'-11' = 10' = 8' paved area on west side for bike/ped use and 2' paved area on east side for shoulder use*
- Lane widths of 11 feet are a good fit for a wide variety of urban arterials and collectors. 11-foot lanes are fully adequate for vehicular operation on low-speed facilities and can be thought of as roughly equivalent in terms of comfort and usability to 12-foot lanes on high-speed roads and streets. 11-foot lanes are also appropriate on high-speed facilities under favorable geometric conditions.**
- A business requesting increased access width and business signage for entrance
 - *Local access width changes are being pursued by the City of Saint Peter with Lagers.*

- *Will most likely have a business sign at Broadway Ave and TH 169 with the businesses listed and directing traffic to the North.*
- Garbage pick-up
 - *Accept minor congestion associated with weekly garbage pickup. Width is available to navigate around garbage equipment.*
 - *City will discuss with garbage service the opportunity for garbage pickup on this route during non-peak times.*
- Creating gaps in mainline traffic for those getting on and off Old Minnesota Ave
 - *Opening day will provide a free flowing Old Minnesota Ave/TH 169 Detour. Gaps will be reviewed after the detour opens to determine if any additional traffic control is needed – this would most likely involve uncovering the 4-way stop at St. Julien Street.*
- Construction crews don't appear to be working and little to no progress is being seen – this comment was heard a few times
 - *MnDOT is having conversations with the Contractor about the need to expedite construction on the northbound lanes and the need for the west access improvements at McDonalds and Holiday prior to the detour.*

After a detailed review with MnDOT staff we believe the proposed detour can be used effectively and provide for safe and reasonable travel and that while residents and others will certainly have inconveniences during the detour, safety can be maintained.

FISCAL IMPACT

The City would receive formula driven dollars from MnDOT for use of the roadway. That sum is less than \$5,000 and is dependent upon mileage and time used.

ALTERNATIVES AND VARIATIONS

Do not act. Staff will wait for further direction from the Council. MnDOT does have the ability to require use of the proposed road or others for a detour. It is their stated hope to have approval by the City, but it is not required.

Negative vote. Staff will inform MnDOT of your vote. MnDOT does have the ability to require use of the proposed road or others for a detour. It is their stated hope to have approval by the City, but it is not required.

Modification of the resolution. This is always an option of the Council.

Should you have any questions about this information, please don't hesitate to contact me.

TP/bal



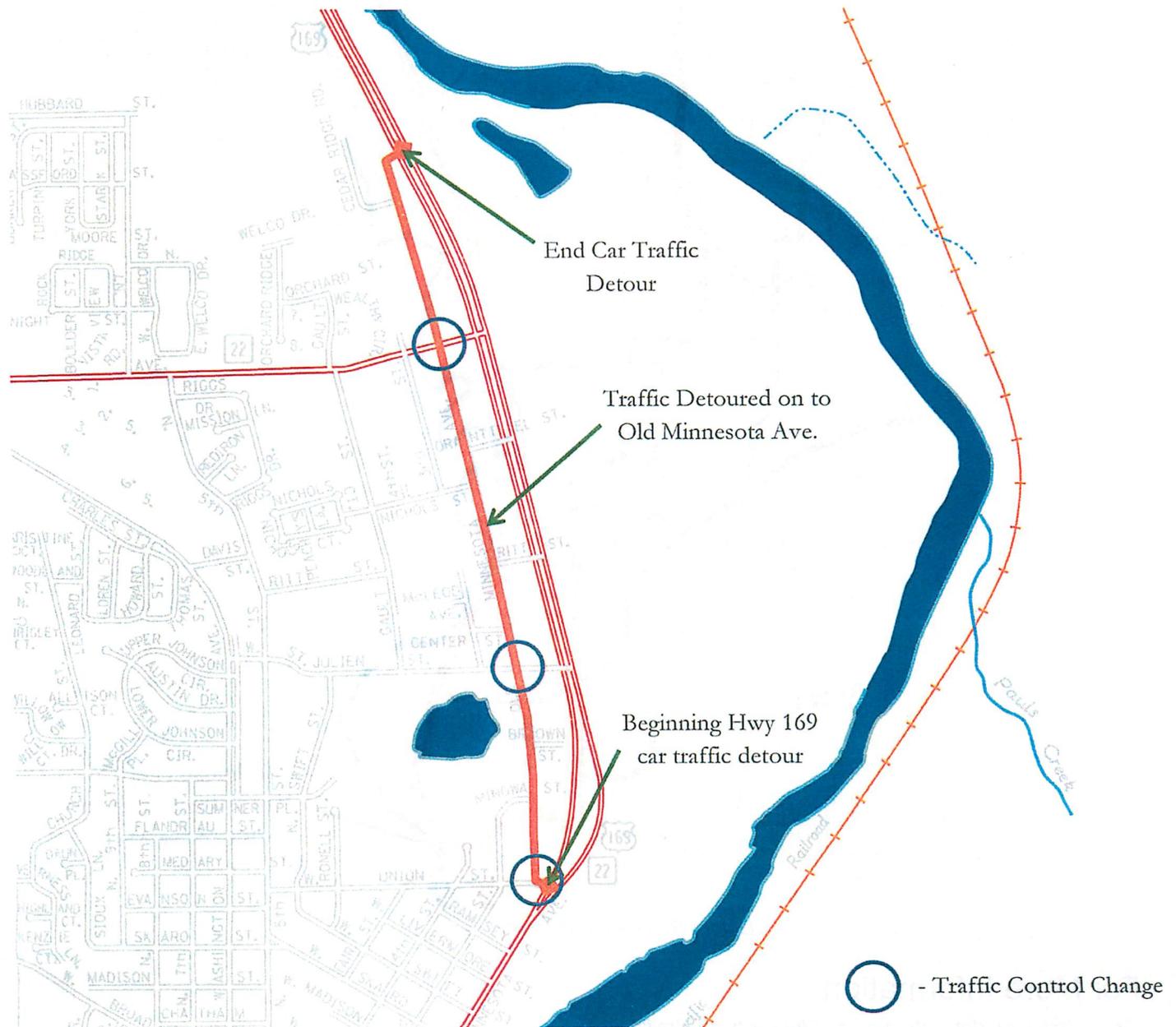
Proposed Detour for Hwy 169 – 2014 Flood Mitigation Project

Call the construction hotline **1-855-931-5347**

Car Traffic

An in-town detour for car traffic in the city of Saint Peter

- Old Minnesota Ave. for 1.5 miles from Union St. to the north junction with Highway 169.
- This change will occur after the Nicollet County Fair (August 11th).
- Duration of approximately 3-4 weeks.
- The speed limit on Old Minnesota Ave. will remain 30 mph and it will be restriped to accommodate for a continuous left turn lane from the south end of the detour to Center St.

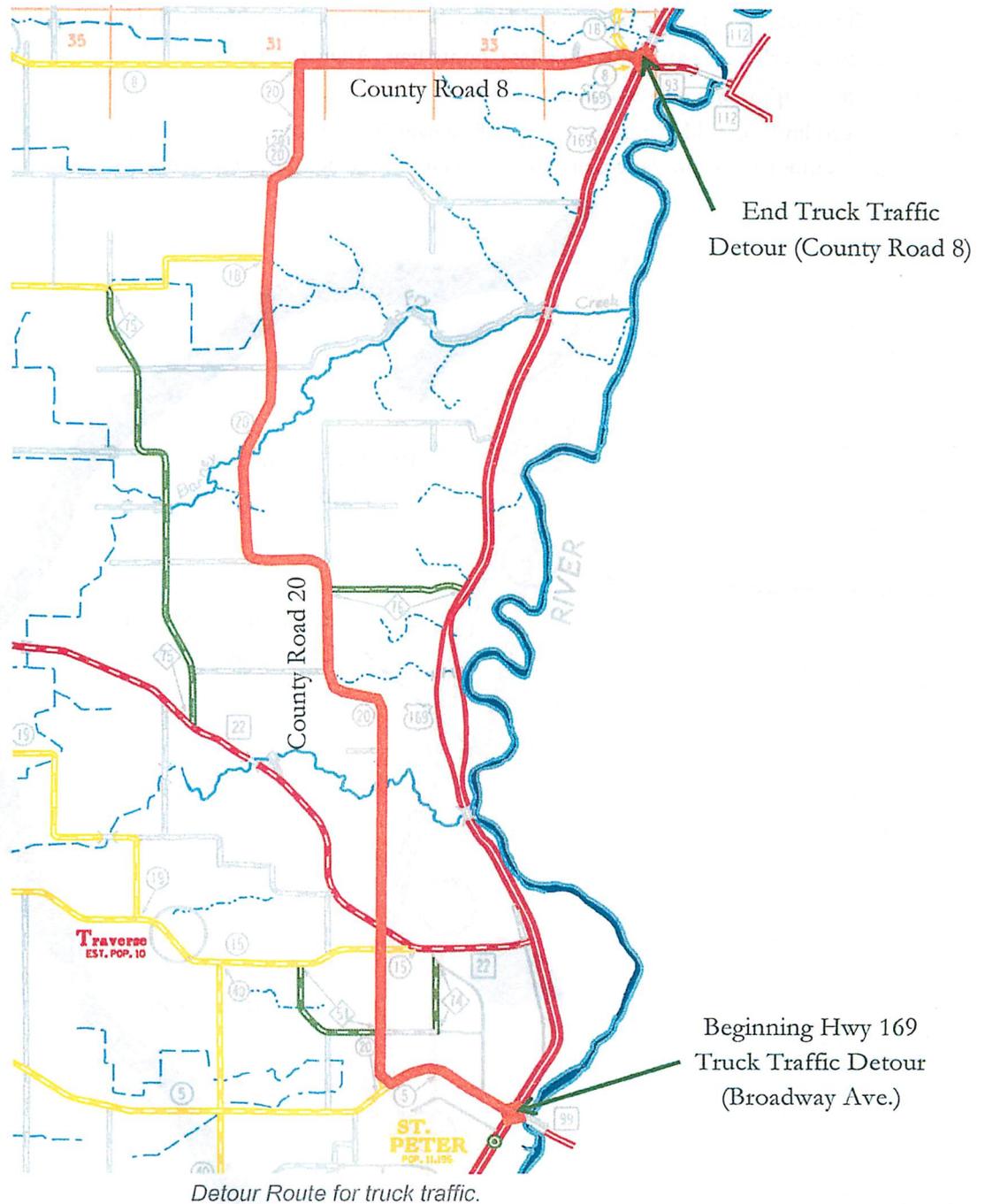


Detour Route for car traffic on Old Minnesota Ave.

Truck Traffic

An out-of-town detour for heavy commercial traffic starting in Saint Peter and ending near Le Sueur

- Broadway Ave in Saint Peter (0.8 Miles) | County Road 20 (10.9 Miles) | County Road 8 (3.1 Miles)
- Detours 10.2 miles of Highway 169 to 14.8 miles of nearby roadway.
- This change will occur after the Nicollet County Fair (August 11th).
- Duration of approximately 3-4 weeks.



For More Information

Visit: <http://www.dot.state.mn.us/d7/projects/floodmitigation/>.

Call the construction hotline 1-855-931-5347.



Minnesota Department of Transportation

District 7
2151 Bassett Drive
Mankato, MN 56001-6888

Office Tel:(507) 304-6100
Fax:(507) 304-6119

07/24/2014

Tim Loose
St. Peter City Engineer
1960 Premier Drive
Mankato, MN. 56001

Subject: Proposed Detour Agreement No. 06528
City of St. Peter
S.P. 5209-66 (T.H. 169=005)
State cost compensation for road life
consumed by the T.H. 169 detour.

Dear Mr. Loose:

Transmitted herewith in duplicate is a proposed agreement with the City of St. Peter. This agreement provides for payment by the State to the City for road life consumed on Old Minnesota and Broadway Avenues, which will be used as a Temporary Trunk Highway detour.

Kindly present this agreement to the City Council for their approval and execution that includes original signatures of the City Council authorized officers on all copies of the agreement. Also required are two original copies of a resolution passed by the City Council authorizing its officers to sign the agreement on its behalf. A suggested form of such resolution is enclosed. A third copy of the agreement is provided for your use until you receive a "fully executed" copy.

It is requested that the executed agreement and resolutions (two originals of each) be returned to me. A copy will be returned to the City when fully executed.

Sincerely,

Craig Felber
D7 Agreement Administrator

Enc. Proposed Agreement (3)
Suggested Resolution (3)

cc: Maryanne Kelly-Sonnek – M.S. 682
File

An Equal Opportunity Employer



**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF ST. PETER
DETOUR AGREEMENT**

For Trunk Highway No. 169 Detour

State Project Number (S.P.):	<u>5209-66</u>	Original Amount Encumbered
Trunk Highway Number (T.H.):	<u>169 (TH169= 005)</u>	\$3,467.61

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and City of St Peter acting through its City Council (City).

Recitals

1. On May 12, 2014 the State awarded a construction contract to be performed upon, along and adjacent to T.H.169 from 24 feet south of West Union Street in St Peter to 1500 feet north of T.H. 93 in LeSueur under State Project No. 5209-66 (T.H.169); and
2. The State required a detour to carry T.H. 169 traffic on Old Minnesota Avenue and Broadway Avenue during the construction; and
3. The State began using the City streets as a detour with the understanding that a Detour Agreement, providing for reimbursement by the State to the City for the road life consumed by the detour, would be entered into at a later date; and
4. The State is willing to reimburse the City for the road life consumed by the detour as hereinafter set forth; and
5. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

Agreement

1. Term of Agreement

- 1.1 **Effective date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2 **Expiration date.** This Agreement will expire when the State removes all detour signs, returns the temporary trunk highway detour to the City, and pays for the detour compensation.

2. Agreement between the Parties

2.1 Detour

- A. **Location(s).** The State will establish the T.H. 169 detour route on the following City streets as detailed in the project plans or Special Provisions:
Car Route – Old Minnesota Avenue for a total distance of 1.5 miles.
Truck Route – Broadway Avenue for a total distance of 0.8 miles.
- B. **Axle Loads and Over-Dimension Loads.** The City will permit 10-ton axle loads on the Truck Detour route. The City will not permit 10-ton axle loads on the Car Detour route. Over-dimension loads will not be permitted except in cases of extreme emergency on the Old Minnesota Avenue.

- C. **Traffic Control Devices.** The State may install, maintain and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines and necessary messages.
- D. **Detour Maintenance.** The State will perform any necessary bituminous patching and ordinary maintenance on the roadway or shoulder of the City streets used for the detour, at no cost or expense to the City. Bituminous patching is defined as any work, including continuous full width overlays, less than 100 feet in length. All State expenditures beyond those required for bituminous patching and ordinary maintenance will be credited against the road life consumed reimbursement due the City.
- E. **Duration.** The State will provide the City with advance notice identifying the dates the State intends to place and remove the detour signing.

2.2 **Basis of State Cost (Road Life Consumed).** The State will reimburse the City for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.

- A. The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the City street length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour.
- B. The City may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The City will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method."

3. **Payment**

3.1 **For Road Life Consumed.** \$3,467.61 is the State's estimated cost for the road life consumed by the detour based on the data below:

	<u>Tax Factor</u>	<u>ADT</u>	<u>Road Length</u>	<u>Duration (Days)</u>	<u>Cost</u>
Car Route	0.00513	14,830	1.5	28	\$3,195.27
Truck Route	0.00513	2,370	0.8	28	\$272.34
				Total Road Life Consumed	<u>\$3,467.61</u>

The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

- 3.2 **Maximum Obligation.** \$10,500.00 is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.
- 3.3 **Conditions of Payment.** The State will pay the City the State's total road life consumed payment amount after performing the following conditions.
 - A. Execution of this Agreement and the City's receipt of the executed Agreement.
 - B. State's encumbrance of the State's total payment amount.
 - C. State's removal of all detour signs.
 - D. State notifies the City of the removal of the detour signs, and the number of days the detour was in effect.

E. State's receipt of a written request from the City, signed by the State District Engineer's authorized representative, for payment.

4. Release of Road Restoration Obligations

By accepting the State's road life consumed payment plan and total payment amount, the City releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the City streets used as a T.H. 169 detour to as good condition as they were before designation as temporary trunk highways.

5. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

5.1 The State's Authorized Representative will be:

Name/Title: Craig Felber (or successor)
Address: 2151 Bassett Drive, Mankato, MN. 56001
Telephone: 507-304-6145
Fax: 507-304-6119
E-Mail: craig.felber@state.mn.us

The City's Authorized Representative will be:

Name/Title: Tim Loose, St. Peter City Engineer (or successor)
Address: 1960 Premier Drive, Mankato, MN. 56001
Telephone: 507-625-4171
E-Mail: timlo@bolton-menk.com

6. Assignment; Amendments; Waiver; Contract Complete

6.1 **Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

6.2 **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

6.3 **Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

6.4 **Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability

The City and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the City.

8. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

9. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected,

received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the City or the State.

10. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination; Suspension

11.1 *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

11.2 *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

11.3 *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

12. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and § 16C.05.

Signed: _____

Date: _____

SWIFT Purchase Order: _____

CITY OF ST. PETER

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approved:

By: _____
(District Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With delegated authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2014 -

STATE OF MINNESOTA)
COUNTY OF NICOLLET)
CITY OF SAINT PETER)

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 06528 WITH MINNESOTA
DEPARTMENT OF TRANSPORTATION FOR DETOUR OF HIGHWAY 169 TRAFFIC TO OLD MINNESOTA
AVENUE AND BROADWAY AVENUE**

WHEREAS, the Minnesota Department of Transportation (MnDOT) has undertaken a project to reconstruct a portion of Highway 169; and

WHEREAS, the project is behind schedule due to flooding; and

WHEREAS, MnDOT wishes to reroute all traffic from the Highway to allow the contractor to catch up on lost time and finish the project in 2014; and

WHEREAS, truck traffic would be detoured west of Highway 169 and come into Saint Peter on Broadway Avenue; and

WHEREAS, the remaining traffic would be detoured onto Old Minnesota Avenue from the intersection with Highway 169 to the Union Street intersection; and

WHEREAS, MnDOT has provided an agreement to the City regarding the detour that would provide for payment for road life consumed by the detour; and

WHEREAS, a public information meeting was held to solicit comments and concerns regarding the Highway detour; and

WHEREAS, MnDOT and City staff have considered the concerns expressed at the public meeting and, where possible, has made modifications to the proposed detour route to address those concerns; and

WHEREAS, staff recommends approval of the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAINT PETER, NICOLLET COUNTY, MINNESOTA, THAT: Mayor pro tem Brand and City Administrator Prafke are hereby authorized to enter into MnDOT Agreement No. 06528 with the State of Minnesota, Department of Transportation for the following purposes:

“To provide for payment by the State to the City for the use of Old Minnesota and Broadway Avenues as a detour route during the contract construction to be performed upon, along and adjacent to Trunk Highway 169 under State Project No. 5209-66 (T.H. 169)”

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 4th day of August, 2014.

Jeffery Brand
Mayor pro tem

ATTEST:

Todd Prafke
City Administrator