



## Request for Council Action

**TO:** Mayor and City Council  
**THROUGH:** Tim Murray, City Administrator  
**FROM:** Mark DuChene, City Engineer  
**MEETING DATE:** May 25, 2021  
**SUBJECT:** Resolution 2021-116 Approve Joint Powers Agreement with Rice County for Cooperative Transportation Planning Agreement for I-35/CSAH 9 Interchange Analysis

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### **Background:**

A new interchange at I-35 and County State Aid Highway (CSAH) 9 has been discussed for many years. Last year, based on conversations between the City and Rice County regarding some of the studies and planning efforts necessary to move the interchange forward, the City of Faribault EDA agreed to provide \$10,000 and the City pledged up to \$25,000 towards a cooperative project with Rice County.

Since then, the City and County have continued discussion on developing a project scope to evaluate options for the construction of an interchange. Most recently, the County solicited a proposal from a consulting engineering firm (Bolton and Menk) to conduct some preliminary scoping and engineering studies, which could go as far as identifying a possible interchange layout and associated map of the land that would be required to accommodate the project (see attached). This proposal focuses on the very beginning phases of what would ultimately be required to get full approval from MnDOT and Federal Highway Administration (FHWA) to construct an actual interchange.

The City and County have prepared a joint powers agreement to lay out the terms of the proposed work whereas the County would be the lead agency on the project and the City would be a partner. In return for being a partner in the planning process, the County has asked for a cost participation from the City, and the parties have negotiated a County/City cost split of 65/35, which amounts to the City being responsible for about \$33,000 of the total costs.

It should also be noted that there is currently legislation in the Minnesota Senate's omnibus transportation bill requesting an allocation of \$500,000 towards a full interchange planning study. That legislation, if approved, would likely require a local (City/County) match and preliminary discussions are that the current City/County project could be used as part of that match and the current proposed scope should be viewed as complimentary to the full interchange study and not necessarily in lieu of or unnecessary if the legislation is approved.

At their May 20, 2021 meeting, the City EDA reaffirmed their support to contribute \$10,000 of EDA funds towards the interchange study and the remaining City-share will come from the City's street improvement fund (401).

**Recommendation:**

Approve Resolution 2021-116

**Attachments:**

- Resolution 2021-116
- Joint Powers Agreement

**CITY OF FARIBAULT**

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**RESOLUTION #2021-116**

**APPROVE JOINT POWERS AGREEMENT WITH RICE COUNTY FOR COOPERATIVE  
TRANSPORTATION PLANNING AGREEMENT FOR I-35/CSAH 9 INTERCHANGE  
ANALYSIS**

**WHEREAS**, the City of Faribault and Rice County have discussed the need to investigate a possible new interstate interchange at the intersection of Interstate 35 and County State Aid Highway (CSAH) 9 for years; and

**WHEREAS**, the County has solicited a professional services proposal from a consulting engineering firm to provide preliminary engineering study services to evaluate said interchange; and

**WHEREAS**, the County in cooperation with the City has prepared the attached joint powers agreement outlining each parties' roles and responsibilities regarding a joint venture to evaluate said interchange.

**NOW, THEREFORE BE IT RESOLVED**, that Faribault City Council hereby approves the attached joint powers agreement and hereby authorizes City Staff and the City's Consultants to make limited revisions to the Agreement as may be necessary to finalize the Agreement.

**ALSO, BE IT RESOLVED**, that the Faribault City Council hereby authorizes the Mayor and City Administrator to execute said final Agreement.

**Date Adopted:** May 25, 2021

**Faribault City Council**

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**Kevin F. Voracek, Mayor**

**ATTEST:**

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**Timothy C. Murray, City Administrator**

**COOPERATIVE TRANSPORTATION PLANNING AGREEMENT  
CITY OF FARIBAULT & RICE COUNTY**

**I-35/ COUNTY STATE AID HIGHWAY 9 INTERCHANGE ANALYSIS**

THIS AGREEMENT, is entered into between the City of Faribault, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as "City" and the County of Rice, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as "County", collectively referred to as the "Parties".

**RECITALS**

WHEREAS, the City and County have been negotiating for professional engineering services to begin transportation planning and analysis for a future I-35 interchange at County State Aid Highway No. 9; and

WHEREAS, a proposal for professional engineering services for scoping tasks (the "Project") has been developed and submitted by Bolton & Menk, Inc., in the amount of Ninety-four thousand, Five-hundred dollars and zero cents (\$94,500.00). A copy of the proposal is attached hereto and by this reference made a part hereof; and

WHEREAS, the City and the County each agree that the professional services of Bolton & Menk, Inc. should be employed.

WHEREAS, Faribault and the County are authorized under Minnesota Statutes Section 471.59 to enter into agreements to jointly or cooperatively exercise common powers; and

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the County and the City agree as follows:

1. The Recital stated above are incorporated herein by reference.
2. The term of this agreement shall begin on the date of the last signature herein and shall terminate upon completion of the services provided by the professional engineering firm Bolton & Menk, Inc. or upon termination as provided herein.
3. Upon execution of this Agreement by all parties, the County agrees to contract with Bolton & Menk, Inc. for professional engineering services for scoping tasks as identified in A-D of the attached proposal to address a possible future interchange at CSAH 9 and Interstate 35. The Contract shall not exceed \$94,500.
4. The City shall reimburse the County a total of up to 35% (\$33,075.00) as its contribution to the Project. The County shall invoice the City not more than monthly and the City shall provide reimbursement within 30 days of receiving a detailed billing from Rice County for services performed.
5. The contract with Bolton & Menk, Inc., shall not exceed Ninety-four thousand, Five-hundred dollars and zero cents (\$94,500.00).

6. The County shall be the overall authority and be responsible for overall management of the contract.
7. The City Engineer shall be the City's appointed representative for the Project and shall have access to all Project documents including reviewing and approving of said documents on behalf of the City and shall be considered a project stakeholder and included in all meetings as deemed necessary by the City.
8. The County Engineer shall provide copies upon request by the City of the contract pay estimates for work completed and payments made to the consultant.
9. Any party may terminate this Agreement, in whole or in part, with respect to the particular entity that materially fails to comply with any term of the Agreement, or if reasonable progress has not been made in accomplishing the purposes of this Agreement, with 30 days written notice to the other party.
10. In the event that dispute arises, the City and County agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation, unless the parties mutually agree otherwise. The parties shall agree upon a mediator and will equally share the mediator's cost.
11. All data collected, created, received, maintained or disseminated for any purposes in the course of the Independent Contractor's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. 13.01 et. seq., or any other applicable state statutes, any state rules adopted to implement the Act, federal regulations on data privacy.
12. Any and all employees of the County and all other persons engaged by the County in the performance of any work or services required or provided herein to be performed by the County shall not be considered employees, agents or independent contractors of the City, and that any and all claims that may or might arise under the Worker's Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of said County employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said County employees while so engaged in any of the work or services to be rendered pursuant to this Agreement shall be the sole responsibility of the County and shall in no way be the obligation or responsibility of the City.
13. Any and all employees of the City and all other persons engaged by the City in the performance of any work or services required or provided for herein to be performed by the City shall not be considered employees, agents or independent contractors of the County, and that any and all claims that may or might arise under the Worker's Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of said City employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said City employees while so engaged in any of the work or services to be rendered pursuant to this Agreement, shall be the sole responsibility of the City and shall in no way be the obligation or responsibility of the County.

14. Each party shall be liable for its own acts and the acts of its employee's to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement. This includes any actions which arise because of each City's inspections performed under this Agreement.
15. It is understood and agreed that the County's and City's liability is limited by the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 or other applicable law.
16. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, signed by Authorized Representatives of the County and each City. Any supplemental agreements that affect the project cost must be approved pursuant to this Paragraph by both parties prior to execution of work.
17. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.
18. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.
19. The provisions of Minn. Stat. §181.59 and of any applicable local ordinances relating to Civil Rights and discrimination and the affirmative action policy statement of Rice County shall be considered a part of this agreement as though fully set forth herein.

IN TESTIMONY WHEREOF, the parties hereto have caused this agreement to be executed by their respective duly authorized officers as of the day and year first above written.

**Upon proper execution, this agreement will be legally valid and binding**

**CITY OF FARIBAULT**

**ATTEST:**

By \_\_\_\_\_  
Kevin F. Voracek, Mayor

By \_\_\_\_\_  
Timothy C. Murray, City Administrator

Date \_\_\_\_\_

Date \_\_\_\_\_

**COUNTY OF RICE**

Date \_\_\_\_\_

By \_\_\_\_\_  
Chairperson  
Rice County Board of Commissioners

# Future Rice County I-35 / CSAH9 Interchange Study

## INTRODUCTION

Rice County has requested that Bolton & Menk, Inc. develop a proposal for scoping tasks to address a possible future interchange at CSAH 9 and Interstate 35.

## CONTEXT

An interchange at this location was identified as a high priority location in Rice County's I-35 Corridor Access Planning Study (2006). This study identified a future I-35 interchange at CSAH 9 with connections from CSAH 9 to TH 21 west of I-35, and from CSAH 9 to TH 3 east of I-35. Industrial development in Faribault along I-35 continues to progress north and is expected to reach CSAH 9 soon. Rice County seeks to potentially identify an interchange footprint at CSAH 9 to preserve the right-of-way for this future infrastructural investment.

## TASKS

### Task A: Interchange Scoping Framework

Bolton & Menk will facilitate meetings with Rice County and the City of Faribault to develop a process for evaluating a future I-35/CSAH 9 Interchange. This discussion will develop a framework for consideration of this interchange from scoping, through the Official Map process. Tasks for the scoping framework will include:

- Key scoping tasks and schedule;
- Goals and objectives;
- Study area boundaries;
- Study partner roles;
- Decision-making process; and
- Public and agency participation plan.

Bolton & Menk will work with the County and City to assemble relevant background information necessary to identify community, transportation, social, economic, and environmental constraints within the study area. We will illustrate different interchange type templates to identify potential properties affected by interchange planning. Bolton & Menk will document this background information in a Technical Memorandum. This memorandum will include a review of previous planning documents and existing study area conditions. Information will be used to develop a purpose and need statement.

This Task includes two (2) meetings with Rice County and the City of Faribault.

### TASK A DELIVERABLES:

- ➔ Interchange Scoping Framework Technical Memorandum;
- ➔ Project Background Technical Memorandum; and
- ➔ Two (2) meetings with Rice County/City of Faribault, meeting agenda, and minutes from meetings.

**Anticipated Timeframe:** *2 months*

**Proposal Cost:** \$7,728

## Task B: Interchange Impacts, Purpose & Need, Initial Concepts

This task will focus on understanding impacts of the future interchange and will be completed in coordination with a prospective Alternative Urban Area Review (AUAR). The AUAR, anticipated to be triggered by a proposed private development adjacent the interchange study area, is a planning tool that provides understanding to the cumulative impacts of proposed development. To align efforts and ensure consistency in both planning and impact assessment, Bolton & Menk will coordinate with the AUAR process and timing to align AUAR findings and expectations with the Interchange Study. Towards this end, Bolton & Menk will work with the AUAR team to develop up to three (3) land use development scenarios to be reviewed in the AUAR process, including a no-build scenario, and an AUAR-required City of Faribault 2040 Comprehensive plan-based development scenario. Bolton & Menk will also coordinate with the AUAR team to establish geographic areas for traffic and environmental analysis study.

AUAR findings that will be utilized by Bolton & Menk for the Interchange Study are anticipated to include:

- Land use scenarios and maps
- Traffic analysis
- Environmental impacts and maps
- Sensitive resources impacts and maps
- Infrastructure and public services impacts

Based on final AUAR findings, Bolton & Menk will develop an interchange project Purpose and Need statement, initial screening criteria, and three (3) initial interchange concepts that respond to project goals, objectives, and purpose and need. The screening criteria will be based on MnDOT/FHWA interstate access requirements, county and city goals, technical feasibility, environment compatibility, economic viability, and AUAR findings. The screening criteria and initial concepts will be documented in the technical memorandum alongside the project Purpose and Need statement. Each of the three initial concepts will be created using the Infracore Design Software.

This Task will include four (4) meetings with Rice County and the City of Faribault, and coordination with the AUAR development team.

### TASK B DELIVERABLES:

- ➔ Future Land Use Scenarios / AUAR Coordination
- ➔ Technical Memorandum encompassing Project Purpose and Need, Screening Criteria, and three (3) Initial Concepts; and
- ➔ Four (4) meetings with Rice County/City of Faribault, meeting agendas, minutes from meeting.

**Anticipated Timeframe:** 6-9 months (pending AUAR timeline)

**Proposal Cost:** \$17,764

## Task C: Concept Development & Evaluation

The purpose of this phase of the scoping process is to further develop the remaining interchange concepts and evaluate them in terms of how well they meet the stated purpose and need, minimize impacts to social, economic, and environmental resources. The interchange alternatives will be further developed into planning level layouts demonstrating a general footprint, traffic operations, and capacity. These planning level layouts will display roadway and intersection geometry, access conditions, property impacts, and bridge length. Planning-level cost estimates will be developed for each alternative. An evaluation matrix will be utilized for evaluation of the alternatives to determine which best meets the purpose and need of the project and minimizes impacts. The evaluation will engage MnDOT and FHWA for preliminary input on compliance with FHWA's Interchange Access Request (IAR) and will explore any MnDOT interests relating to the State Highway Jurisdiction Transfer Program (Turnback Program). One to three alternatives will be selected as locally preferred alternatives that meet the project goals and objectives, purpose and need, are technically, environmentally, economically, and publicly acceptable, and are consistent with FHWA's IAR requirements. A technical memorandum will be developed to document the concept development and evaluation including all traffic analysis completed for this process. A Right-of-Way footprint will be identified for the locally preferred alternative(s) and used to establish an Official Map.

This phase will begin implementation of the public and agency participation plan developed during Phase I. Two public open house meetings and two meetings with MnDOT, FHWA, Rice County and the City of Faribault are anticipated during this phase. Our staff will also be available as needed to assist Rice County and the City of Faribault in providing updates and gaining County Board/City Council support of the locally preferred alternative(s).

### DELIVERABLES:

- ➔ Concept Development & Evaluation Technical Memo
- ➔ Planning Level Layout and Cost Estimates of Locally-Preferred Alternatives
- ➔ Two (2) meetings with Rice County/City of Faribault and minutes from meetings
- ➔ Two (2) public open house meetings
- ➔ Assistance and support to Rice County and City of Faribault regarding Board of Commissioners and City Council communications.

**Anticipated Timeframe:** *6-8 Months*

**Proposal Cost:** *\$46,492*

## Task D: Official Mapping Process

Minnesota Statute 394.361 details the process for developing an Official Map. An Official Map is intended to formally identify land needed for future public uses so that public and private property owners may adjust their building and development plans accordingly, and to avoid or decrease the challenges posed by future land use adjustments needed to secure the land required for a public use.

Bolton & Menk will prepare an Official Map of the properties needed to accommodate the locally preferred alternative(s) as identified in other options detailed in this proposal. The Official Map will be presented to the County surveyor for review and approval, and Bolton & Menk staff will be available as needed for local jurisdictional hearings to adopt the Official Map.

**DELIVERABLES:**

- ➔ Official Map
- ➔ Meeting Support for Public Hearings
- ➔ One (1) meeting with Rice County/City of Faribault, MnDOT and FHWA officials and minutes from meeting.

**Anticipated Timeframe:** 2-4 Months

**Proposal Cost:** \$22,216 +\$300.00 (mylars) = \$22,516

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TOTAL ANTICIPATED TIMEFRAME (TASKS A / B / C / D): 18-24 MONTHS (pending AUAR timeline)

**TOTAL PROJECT COSTS: \$94,500**



**CSAH 9 / I-35 Interchange Study (Tasks A, B, C, D)**  
**Rice County, Minnesota**  
**Estimated Hours and Fee**

TASK	Project Management		Planning			Engineering			Survey				TOTAL	Cost
	Principal-in-Charge	Planning Lead	Transportation Planner	GIS Specialist	Communications Specialist	Lead Design Engineer	Lead Hydraulics Engineer	Design Engineer	Clerical	Licensed Surveyor	Survey Tech	Field Crew Chief		
Task A - Interchange Scoping Framework	8	20	16	0	10	0	0	0	0	0	0	0	54	\$7,728
Task B - Interchange Impacts, Purpose & Need, Initial Concepts	12	36	28	8	2	8	0	32	0	0	0	0	126	\$17,764
Task C - Concept Development and Evaluation	28	28	44	0	20	64	12	120	16	0	0	0	332	\$46,492
Task D - Official Mapping Process	12	8	0	0	0	8	0	0	2	30	32	50	142	\$22,216

<b>TOTAL HOURS</b>	60	92	88	8	32	80	12	152	18	30	32	50	<b>654</b>	
<b>AVERAGE HOURLY RATE</b>	\$225	\$128	\$148	\$120	\$100	\$164	\$140	\$120	\$95	\$164	\$135	\$155		
<b>SUBTOTAL</b>	\$13,500	\$11,776	\$13,024	\$960	\$3,200	\$13,120	\$1,680	\$18,240	\$1,710	\$4,920	\$4,320	\$7,750		

Bolton & Menk Subtotal: \$94,200

MyIars for survey (1 page - 2 sets) \$300

<b>TOTAL FEE</b>	<b>\$94,500</b>
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# CSAH 9 / I-35 Interchange Study (Tasks A, B, C, D)

Rice County, Minnesota  
Proposed Scope of Services



Real People. Real Solutions.

TASK	Project Management		Planning			Engineering				Survey			TOTAL
	Principal-in-Charge	Planning Lead	Transportation Planner	GIS Specialist	Communications Specialist	Lead Design Engineer	Lead Hydraulics Engineer	Design Engineer	Clerical	Licensed Surveyor	Survey Tech	Field Crew Chief	

Task A - Interchange Scoping Framework														
A.1 Kickoff Meeting	2	4	2		2									10
A.2 Interchange Scoping Framework Tech Memo	2	4	8		4									18
A.3 Project Background Technical Memo	2	8	4		4									18
A.4 Second Scoping meeting (adopt framework)	2	4	2											8
<b>Task A Subtotal</b>	<b>8</b>	<b>20</b>	<b>16</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>54</b>							

## ADDITIONAL FUTURE TASKS

Task B - Interchange Impacts, Purpose & Need, Initial Concepts														
B.1 Meetings (4)	4	12	8		2									26
B.2 AUAR Coordination	2	6	6	2		2		4						22
B.3 Land Use Development Scenarios	2	6	4	4		2		4						22
B.4 Project Purpose and Need, Screening Criteria	2	4	8	2		2		8						26
B.5 Initial Concepts (3) Technical Memorandum	2	8	2			2		16						30
<b>Task B Subtotal</b>	<b>12</b>	<b>36</b>	<b>28</b>	<b>8</b>	<b>2</b>	<b>8</b>	<b>0</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>126</b>

Task C - Concept Development and Evaluation														
C.1 Concept Development and Evaluation Tech Memo	4	8	24					24	4					64
C.2 Planning Level Layout and Cost Estimates of Locally-Preferred Alternative(s)	12					64	12	96						184
C.3 Meetings (2)	2	8	8											18
C.4 Open House meetings (2)	4	8	8		16				12					48
C.5 Meeting support at council/commissioner meetings (up to 4)	6	4	4		4									18
<b>Task C Subtotal</b>	<b>28</b>	<b>28</b>	<b>44</b>	<b>0</b>	<b>20</b>	<b>64</b>	<b>12</b>	<b>120</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>332</b>

Task D - Official Mapping Process														
D.1 Initial Project Setup (calculations and MnDOT permit)	2					4				2	4			12
D.2 Horizontal control (Location 5 section corners, set control)										2	2	20		24
D.3 Field Locations (monument search)										4		30		34
D.4 Research O&Es for 6 Properties, MnDOT info, County (others)										6	2			8
D.5 ROW determination and doc review (plats, maps, O&Es)						4				8				12
D.6 Draft Official Map	4									8	24			36
D.7 Meeting with MnDOT & FHWA (1)	4	4												8
D.8 Public Hearing (1)	2	4							2					8
<b>Task D Subtotal</b>	<b>12</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>30</b>	<b>32</b>	<b>50</b>	<b>0</b>	<b>142</b>