

COST SHARING AGREEMENT

This **AGREEMENT** by and between the City of Long Prairie, a political subdivision of the State of Minnesota, hereinafter referred to as the City, and Independent School District #2753, a political subdivision of the State of Minnesota, hereinafter referred to as the School.

WITNESSETH:

WHEREAS, the City has an existing crosswalk with pedestrian signage at the intersections of Trunk Highway 287 (4th Avenue) and 1st Street and 2nd Street; and

WHEREAS, MnDOT is planning a mill and overlay project on Trunk Highway 287 (4th Avenue) in 2025; and

WHEREAS, the City and School would like to install new Rectangular Rapid Flashing Beacons (RRFBs) to improve pedestrian safety at the intersections; and

WHEREAS, MnDOT has estimated the total cost to remove the existing signage at the intersections, engineer the project and install new RRFBs; and

WHEREAS, the estimate is \$63,150.00 (see attached Exhibit A); and

WHEREAS, the City has requested that the School pay 50% of the actual costs.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. The City shall purchase all equipment for a complete RRFB pedestrian crossing system that includes, but is not limited to, the poles, lights, signs, and fastening materials.
2. The City further agrees to have the complete RRFB pedestrian crossing system installed and made fully operational.
3. At such a time the complete RRFB pedestrian crossing system has been installed and made operational, the School shall reimburse the City in an amount equal to 50% of the actual removal, engineering and installation costs.
4. At such time the complete RRFB pedestrian crossing systems have been installed and made operational, the City shall assume responsibility for the maintenance of the RRFB systems. This responsibility shall include, but is not limited to, required upgrades, maintenance, replacement, signing, crosswalk pavement markings maintenance, solar panel cleaning/replacement, maintenance of associated lighting power, removal, and disposal. The School shall assume responsibility for maintenance of the area surrounding the RRFBs, including but not limited to, snow, ice and debris removal of the pedestrian landings and ramps. Any post installation costs will be shared equally between the City and School, except that the School shall be solely

responsible for snow, ice and debris removal of the pedestrian landings and ramps.

5. The School agrees to defend, indemnify, and hold harmless the City against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the School and/or those of School employees or agents. The City agrees to defend, indemnify, and hold harmless the School against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the City and/or those of City employees or agents. Both parties to this Agreement recognize that liability for any claims arising under this agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466.

In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. In order to insure a unified defense against any third-party liability claim arising from the construction or maintenance of the project, the parties agree to require any contractors or subcontractors hired to do any of the work contemplated by this Agreement to maintain commercial general liability insurance in amounts consistent with minimum limits of coverage established under Minnesota Statutes §466.04 during the term of such activity. All such insurance policies shall name School and City as additional insureds.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

CITY OF LONG PRAIRIE


By: James Kreemer
Its: Mayor


By: Candace Bruder
Its: City Administrator

Date 2-12-25

INDEPENDENT SCHOOL DISTRICT #2753

By: Linda Gohman
Its: Board Chair

By: _____
Its: Superintendent

Date _____



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MEMORANDUM

Date: January 30, 2025
To: Candace Bruder, City Administrator
From: Kent Louwagie, City Engineer
Subject: RRFB Cost Sharing with LPGE Schools
MnDOT Project – Trunk Highway 287 Mill & Overlay
City of Long Prairie, MN
Project No.: 0W1.133140

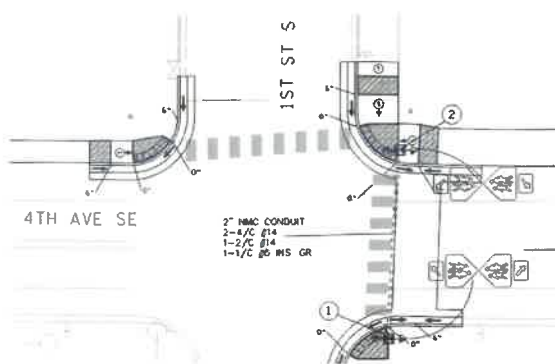
MnDOT is planning a mill and overlay project on Trunk Highway 287 (4th Avenue) in 2025. The project extends from TH 71 (Lake Street) to the curve just east of 9th Street. The project generally includes milling and overlaying the pavement, ADA improvements, sidewalk replacement from TH 71 to 6th Street, installing Rectangular Rapid Flashing Beacon (RRFB) crosswalk signs at 1st Street and 2nd Street, minor drainage improvements, and other miscellaneous related work.

MnDOT anticipates they will open bids for this project in March 2025, with construction to occur later this year. MnDOT will pay for most of this project. However, MnDOT will charge the City for costs associated with removing existing crosswalk flashers, installing the new RRFB flashers, constructing sidewalk extensions, adjusting gate valves and boxes, and other miscellaneous work.

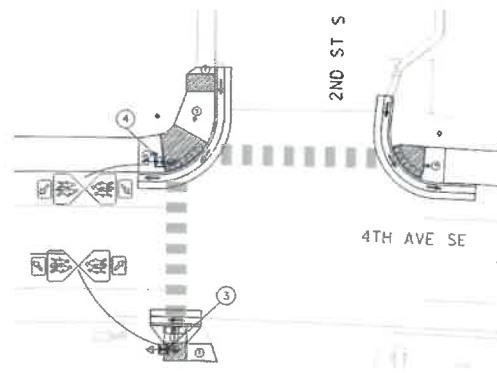
MnDOT has prepared a cooperative construction agreement, which describes the cost split between MnDOT and the City. When the contract is awarded this spring, MnDOT will update the costs based on actual bid prices and will invoice the city for the city’s portion.

Since the school also benefits from the new RRFB crosswalk flashers, the city is proposing that the cost of removing the existing flashers and installing two new flasher systems be split 50/50 between the city and the school. The proposed flasher locations are generally indicated in the snapshots from MnDOT’s plan shown below. The proposed cost split is shown on the next page.

RRFB Crosswalk Flasher at 1st Street



RRFB Crosswalk Flasher at 2nd Street



The total estimated cost to remove the existing flashers and install the new flashers is \$63,150. Note that this is an estimate, with values taken from MnDOT's Preliminary Schedule I dated 1/28/2025. These costs also include construction engineering that MnDOT is charging to the city. After MnDOT opens bids and awards a construction contract, the Preliminary Schedule I will be updated to reflect actual bid prices. At that time, the cost breakdown below will be updated to reflect the as-bid cost. **The actual cost split between the city and the school will be based on as-bid costs.**

| ITEM NO. | SP 7710-13 WORK ITEM | UNIT | QUANT. | UNIT PRICE | COST |
|---|-----------------------|----------|--------|------------|-------------------|
| 2104.501 | REMOVE FLASHER SYSTEM | LUMP SUM | 1 | \$5,000.00 | \$5,000.00 |
| MNDOT CONSTRUCTION ENGINEERING (8%) | | | | | \$400.00 |
| TOTAL COST TO REMOVE EXISTING FLASHERS | | | | | \$5,400.00 |

| ITEM NO. | SP 7710-13 WORK ITEM | UNIT | QUANT. | UNIT PRICE | COST |
|---|---|--------|--------|-------------|--------------------|
| 2565.616 | PEDESTRIAN CROSSWALK FLASHER SYSTEM "A" | SYSTEM | 1 | \$30,000.00 | \$30,000.00 |
| 2565.616 | PEDESTRIAN CROSSWALK FLASHER SYSTEM "B" | SYSTEM | 1 | \$25,000.00 | \$25,000.00 |
| SUBTOTAL CONSTRUCTION COST | | | | | \$55,000.00 |
| MNDOT CONSTRUCTION ENGINEERING (5%) | | | | | \$2,750.00 |
| TOTAL COST TO CONSTRUCT NEW FLASHERS | | | | | \$57,750.00 |

| COST SPLIT CALCULATION | | |
|-----------------------------|-----|--------------------|
| TOTAL ESTIMATED COST | | \$63,150.00 |
| CITY'S SHARE OF COST | 50% | \$31,575.00 |
| LPGE SCHOOL'S SHARE OF COST | 50% | \$31,575.00 |

Additional information regarding the project and the cooperative agreement between the city and MnDOT may be provided if requested.