



WRIGHT COUNTY
DEPARTMENT OF HIGHWAYS

MINI ROUNDABOUT CONSTRUCTION & MAINTENANCE AGREEMENT

BETWEEN

THE COUNTY OF WRIGHT
and
THE CITY OF ST. MICHAEL

For

CONSTRUCTION OF IMPROVEMENTS FOR:

**County Road (CR) 119 & Jansen Avenue
Mini-Roundabout Intersection Improvements**

June 8, 2021

COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Wright, Minnesota, acting by and through its County Board of Commissioners, hereinafter referred to as the "County" and the City of St. Michael, Minnesota, acting by and through its City Council, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the portion of County Road (CR) 119 within the limits of the City of St. Michael and described as follows:

CR 119 & Jansen Avenue Intersection

has been identified through a traffic study as needing improvements associated with the proposed development of Anton Village within the City of St. Michael, and

WHEREAS, in accordance with the County's cost participation policy, dated May 12, 2014; improvements to the County Highway system required by development driven projects will be completed at no cost to the County, and

WHEREAS, the County and City have met and discussed the proposed improvements to CR 119 to accommodate the proposed Anton Village in the City, and

WHEREAS, this cooperative agreement between the County and the City outlines the conditions, responsibilities and financial obligations in making the necessary improvements to CR 119 for the projected impacts for the Anton Village development.

NOW, THEREFORE, IT IS MUTUALLY AGREED AND UNDERSTOOD THAT:

1. The County and City, by approval of this agreement, mutually agree that the City of St. Michael will be responsible to make the necessary improvements to CR 119 (*as described below in items 3-6*) due to the impact the Anton Village development will have on the County's highway system.
2. Access and Right-of-Way permits that are required for the proposed Anton Village development will not be processed by the County until such time that this agreement has been completely executed between the City and the County.
3. Improvements to CR 119 will be required, based upon the traffic study completed by SRF Consulting. Intersection improvement alternatives were considered, and staff determined that a mini roundabout would best address intersection conflict concerns for all modes of transportation, including vehicles, bicycle and pedestrian movements.
4. Right-of-way acquisition, if necessary, for the improvements to CR 119 (as described above), shall be the responsibility of the City.
5. The proposed improvements to CR 119 shall be completed by the City of St. Michael. The plans for the proposed highway improvements shall be completed in accordance with Minnesota Department of Transportation (MnDOT) State Aid standards and shall be reviewed and approved by the County Engineer, prior to advertising for bids for any of the improvements. The City shall construct or cause to be constructed, a project

meeting state aid standard for street improvements including, highway, utility, drainage, and other miscellaneous improvements along CR 119 within the City limits in accordance with the approved plans and specifications as prepared by the City's consultant engineer, and as approved by the County Engineer.

6. It is agreed that the City shall be responsible for providing an adequate electrical power supply to the service pad for the street lighting of the CR 119 and Jansen Ave roundabout. Upon completion of the roundabout, the City shall provide, at its own cost and expense, the necessary electrical energy for the operation of the intersection lighting and shall also be responsible to provide for the maintenance and relamping of the luminaires.

The County shall, at its own cost and expense, provide for replacement of streetlight poles, service cabinet, etc. – if they should be damaged through vehicle collision, etc. (major maintenance).

7. The City shall be responsible to maintain the crosswalk pavement markings at the intersections.

8. The City shall indemnify, save and hold harmless the County and all of its agents and employees of any form against any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the execution or performance of the work provided for herein to be performed by the City, provided, however, that the City shall have no obligation to indemnify, save, and hold harmless the County with regard to any claims related to the design of the improvements to be constructed by the City pursuant to this agreement.

The County shall indemnify, save and hold harmless the City and all of its agents and employees of any form against any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the execution or performance of the work provided for herein to be performed by the County.

9. It is further agreed that any and all full-time employees of the City and all other employees of the City engaged in the performance of any work or services required or provided for herein to be performed by the City shall be considered employees of the City only and not of the County. It is further agreed that any and all claims that may or might arise under Workman's Compensation Act of the State of Minnesota on behalf of said 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 provided to be rendered herein shall be the sole obligation and responsibility of the City.

Any and all full-time employees of the County and all other employees of the County engaged in the performance of any work or services required or provided for herein to be performed by the County shall be considered employees of the County only and not of the City. It is further agreed that any and all claims that may or might arise under Workmen's Compensation Act of the State of Minnesota on behalf of said 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 provided to be rendered herein shall be the sole obligation and responsibility of the County.

Before this agreement shall become binding and effective, it shall be approved by the City Council of St. Michael and it shall also be approved by the Wright County Board of Commissioners and such other officers as law may provide.

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers and caused their respective seals to be hereunto fixed.

COUNTY OF WRIGHT

Recommended for Approval:


County Engineer

Approved:

County Board Chair

County Administrator

County Attorney

Date

CITY OF ST. MICHAEL

Recommended for Approval:


City Engineer, City of St. Michael

Approved:


Mayor, City of St. Michael


Administrator, City of St. Michael


City Attorney, City of St. Michael

6/8/21
Date