CITY OF SAINT PETER, MINNESOTA
AGENDA AND NOTICE OF MEETING

City Council/School Board Committee of the Whole Meeting Wednesday, November 30, 2016
Governors' Room, Community Center – 6:00 p.m.

I. CALL TO ORDER

II. WELCOME

III. DISCUSSION
   A. Partnership Resolution Review
   B. Maintenance Agreement Update
   C. High School/Park Tour Schedule
   D. Third Floor Youth Center
   E. Community Center Lease
   F. District's Strategic Enrollment Plan
   G. Traverse Green Subdivision
   H. Sister City Program
   I. Next Meeting Schedule
   J. Others

III. ADJOURNMENT

Office of the City Administrator
Todd Prafke

TP/bal
CITY OF SAINT PETER, MINNESOTA

STATE OF MINNESOTA
COUNTY OF NICOLLET
CITY OF SAINT PETER

RESOLUTION NO. 1998-203

RESOLUTION APPROVING COOPERATIVE EFFORTS WITH SCHOOL DISTRICT 508 OFFICIALS

WHEREAS, the Saint Peter City Council and the Saint Peter School District (#508) and its Board have met to discuss issues of mutual interest in service to the community; and

WHEREAS, the Council and Board have identified areas where additional partnerships may be established; and

WHEREAS, there is certainly a need for cooperative efforts that benefit our community from saving money to improved or enhanced services; and

WHEREAS, both the Board and Council wish to provide leadership in our community

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAINT PETER, THAT:

1. The City of Saint Peter City Council and the Saint Peter School Board do resolve to work cooperatively in the future, to direct staff to continue their efforts in identifying, analyzing and exploring continuous avenues for partnership that benefit the community and that staff meet on a regular basis to explore those issues.

2. Both staffs report back to the respective governing bodies on a regular basis about progress or activities in that area.

3. The School District 508 Board and City Council will continue to work in good faith, with respect for the others' operation and for the combined needs of our community in mutual cooperation.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 13th day of July, 1998.

Jerry K. Hawbaker
Mayor

ATTEST:

Todd Praftke
City Administrator
SHARED USE AGREEMENT
FOR ATHLETIC FIELDS ON DISTRICT AND CITY PROPERTY

This agreement made this ___ day of ___________ , 2015 by and between Independent School District 508, Nicollet County, State of Minnesota (hereinafter referred to as "District") and the City of Saint Peter, County of Nicollet, State of Minnesota (hereinafter referred to as "City").

WHEREAS, The City is the owner of real estate as set forth in Exhibit A, annexed hereto and made part hereof by reference, and the District is the owner of adjacent real estate as set forth in Exhibit B, annexed hereto and made part hereof by reference; and

WHEREAS, The City and the District wish to effectively use their real estate assets to provide quality programs and services to meet the educational and recreational needs of the District and the City; and

WHEREAS, By sharing construction costs, maintenance and upkeep of public owned facilities, parks and grounds, the City and District will maximize the use of public resources and minimize the duplication of facilities and fields.

NOW THEREFORE, In consideration of the mutual obligations, agreements and responsibilities taken on between the parties, the District and the City herewith enter into this Shared Use Agreement with regard to the use, maintenance and operation of the various athletic facilities described in the attached Exhibit C, annexed hereto and made part hereof by reference. Further recognizing that the City has waived the right to collect park dedication fees relative to the platting and development of the District High School site and has not collected park dedication fees relative to any District High School site in exchange for the City's use of athletic fields located on the school sites which has evolved in a mutually beneficial practice of shared use between the District and the City over the years.

A. DISTRICT USE OF CITY PARK:

The District is authorized to enter on City property as identified in Exhibit A to use such City athletic fields for public use and scheduling by the District when not in use by the City, subject to the exceptions, reservations, terms and provisions expressed herein.

1. The District agrees that its' use of any of the described recreational areas located in Exhibit A shall in no way interfere with the operation and use by the City of the City owned property upon which they are located. It is recognized that the properties set forth in Exhibit A are primarily used by the City as park properties and that the District's use is secondary thereto.

2. The athletic fields identified in Exhibit A herein shall be used for recreational purposes by the District and City and the use of such premises by the District shall be subject to and shall not interfere with the use thereof by the City for its' purposes.

3. The District, for itself, successors, and assigns, assumes all risk of loss, damage or injury to persons or property on or about said premises as caused by the District's use of the facilities located in Exhibit A hereto. The District, for itself, successors, and assigns, assumes all risk of loss, damage or injury to persons or property on or about said premises caused by the
City's operation, maintenance and improvement or use of the facilities identified in Exhibit A hereto.

4. During the times the District is using the City athletic fields the District shall provide and incur those costs associated with the routine field use. e.g. lining, dragging, sprinkling fields; picking up and removal of garbage, etc. The City shall provide and pay for the costs associated with routine maintenance and inspections of all City athletic fields, equipment, and park equipment not maintained by the District or otherwise identified not to be maintained by the District upon any of the properties identified as annexed in Exhibit A.

B. CITY USE OF DISTRICT SITE:

The City is authorized to enter on District property as identified in Exhibit B to use such District athletic fields for public use and scheduling by the City when not in use by the District, subject to the exceptions, reservations, terms and provisions expressed herein.

1. The City agrees that its' use of any of the described recreational areas located in Exhibit B shall not interfere with the operation and use by the District of the school grounds and school buildings upon which they are located. It is recognized that the properties in Exhibit B are primarily used by the District as school properties and that the City's use is secondary thereto.

2. The athletic fields identified in Exhibit B herein shall be used for recreational purposes by the District and City and the use of such premises by the City shall be subject to and shall not interfere with the use thereof by the District for its' purposes.

3. The City, for itself, successors, and assigns, assumes all risk of loss, damage or injury to persons or property on or about said premises as caused by the City's use of the facilities located in Exhibit B hereto. The District, for itself, successors, and assigns, assumes all risk of loss, damage or injury to persons or property on or about said premises caused by the District's operation, maintenance and improvement or use of the facilities identified in Exhibit B hereto.

4. During the times the City is using the District athletic fields the City shall provide and incur those costs associated with the routine field use, e.g. lining, dragging, sprinkling fields; picking up and removal of garbage, etc. The District shall provide and pay for the costs associated with routine maintenance and inspections of all District athletic fields, equipment, and park equipment not maintained by the City or otherwise identified not to be maintained by the City upon any of the properties identified in Exhibit B.

C. GENERAL PROVISIONS:

1. The City and the District shall each maintain their individual liability insurance coverage on their respectively owned recreational facilities and parks, playgrounds, athletic fields and other properties. Such insurance shall be provided in an amount no less than the statutory maximum liability for a governmental body within the State of Minnesota as set forth in Minnesota state law from time to time. Evidence of such coverage shall be furnished to the District or the City by each other as appropriate and as requested from time to time.

2. The City and the District shall develop joint maintenance standards for maintaining parks, playgrounds, trails, parking lots and stormwater ponds. Each party shall be
responsible for its' grounds and may enter into maintenance agreements with third parties, including each other, to carry out its' responsibilities under the joint maintenance standards.

3. Any revenues, from sources other than the City or the District programming, that are derived from reservations, lease, or use of the facilities that are a part of this agreement shall be paid to the entity confirming the reservation. Revenues received for use of specific facilities shall accrue to the owner of the facility leased. The District and the City shall be responsible for billing and collecting payments for the facilities it owns. Each entity may establish a rental and provision of service policy independent of each other.

4. The District and the City shall each designate a person with the authority to resolve conflicts in scheduling, use and cancelation and will inform the other party of their respective designee and contact information, including cell phone. Either party may cancel any event, activity or use of the recreational facilities respectively owned, as identified in Exhibits A and B. Any cancellation made within 24 hours of an event scheduled for use of District property must be made by the District's Activities Director. Any cancellation made within 24 hours of an event scheduled for use of City property must be made by the City's Director of Recreation and Leisure Services. In the event of a use or cancelation decision, whereby the parties are unable to agree about use or cancelation, the immediate supervisors of the Activities Director and Director of Recreation and Leisure Services will be consulted and will make a final decision.

5. The City covenants and agrees it will use and occupy the District premises identified in Exhibit B herein as permitted for within said exhibit for the purposes stated, in a reasonably safe and proper manner and will not permit nor suffer any waste thereon, and will maintain the premises in a reasonably orderly and sightly condition within the standards to be adopted by the parties as set forth in Exhibit D.

6. The District covenants and agrees it will use and occupy the City premises identified in Exhibit A herein as permitted for within said exhibit for the purposes stated, in a reasonably safe and proper manner and will not permit nor suffer any waste thereon, and it will maintain the premises in a reasonably orderly and sightly condition within the standards to be adopted by the parties as set forth in Exhibit D.

7. Upon the termination of this agreement by the parties the City shall return any personal or real property belonging to the District that it has in its' possession to the District and the City shall repair any damage it caused to the premises of District. The District shall return any personal or real property belonging to the City that it has in its' possession to the City and the District shall repair any damage it caused to the premises of City.

8. Annual meetings shall be held between the representatives of the District and the City to review any compliance or performance issues arising under the agreement.

9. Both the District and the City agree not to assign or otherwise transfer any of their respective rights and obligations under the terms of this agreement.

10. It is understood and agreed by and between the City and the District hereto that subject to the provisions contained herein the premises identified in Exhibit A shall be used in accordance with the City of Saint Peter Park use policies.

11. It shall be the general practice of the District and the City to provide their respective recreational facilities identified in this agreement in Exhibits A and B to each other at
no charge when the use is for the benefit of residents of the City or the District. Except as provided in a mutually developed and accepted reservation lease, neither party shall contract with a third party to allow use of the other parties' recreational facilities without written permission of the other party.

12.

A. Alcohol and Tobacco Policy.

1. The District owned property shall be treated as "school grounds" as contemplated by the alcohol control provisions of Minn. Stat. Sec. 624.701; and

2. District alcohol and tobacco policies and regulations, consistent with Minn. Stat. Sec. 624.701, and any additions or amendments thereto, shall apply to the School Grounds; and

3. The area shall be appropriately posted; and

4. The City shall withhold access from groups for alcohol or tobacco violations.

B. Behavior Policies. The City acknowledges and supports ISD 508 behavior policies (including guns and weapons policy) and will use said policies during all use of the District Property.

13. This agreement may be terminated with 365 days written notice from one party to the other at the address provided below.

14. This agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, except by written notice signed by the parties.

INDEPENDENT SCHOOL
DISTRICT NO. 508
100 Lincoln Drive, St. Peter, MN 56082

CITY OF SAINT PETER
227 S. Front Street, St. Peter, MN 56082

________________________________________________________________________
Mark Karlsrud
Chair

________________________________________________________________________
Paul Peterson
Superintendent

________________________________________________________________________
Timothy Strand
Mayor

________________________________________________________________________
Todd Prafke
City Administrator
**ATTACHMENTS**

**EXHIBIT A - CITY LEGAL DESCRIPTION**

Block 1, Lot 1, Magner Farm Subdivision

**EXHIBIT B - DISTRICT LEGAL DESCRIPTION**

Block 1, Lot 2, Magner Farm Subdivision

**EXHIBIT C**

ALLOCATION OF COMMON OUTDOOR FIELD EXPENSES
AND DESCRIPTION OF COMMON FIELDS

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<tr>
<th>Activity</th>
<th>District Responsibility</th>
<th>City Responsibility</th>
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<tr>
<td>Multi-Use Field #6</td>
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<td>100%</td>
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<tr>
<td>Landscaping</td>
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<td>Park Amenities</td>
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<td>Field Improvements</td>
<td>Pro Rata share based on area owned by each party</td>
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<td>Turf Establishment</td>
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<tr>
<td>CM Fee</td>
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</tbody>
</table>

**EXHIBIT D**

STANDARDS OF CARE AND MAINTENENCE
Future Land Use Map
City of Saint Peter
June, 2016

Legend

Future Development
- Commercial
- Industrial
- Residential
- Flood Plain

Proposed Collectors
- New
- Along Existing Cnty/Twp Road

Growth Limits
- Parcels
- City Limits

Source: City of Saint Peter, Nicollet County, MnGPR, MnDOT, ESRI
TO: Todd Prafke  
City Administrator

FROM: Pete Moulton  
Public Works Director

RE: Nicollet County Cooperative Agreement – County State Aid Highway (CSAH) 5 (Broadway Avenue) from 361st Avenue to Sunrise Drive

ACTION/RECOMMENDATION

Authorize execution of a cooperative construction agreement with Nicollet County to participate in cost sharing for the design, construction, and maintenance of CSAH 5 (Broadway Avenue) from Oshawa Township Road 205 (361st Avenue) to Sunrise Drive.

BACKGROUND

With the development of a new school in western Saint Peter, major road work is scheduled along CSAH #5 (Broadway Avenue) from Sunrise Drive to Oshawa Township Road 205 (361st Avenue). A new concrete roadway, a round-about and turn lanes at Nicollet Avenue and on 361st Avenue will be completed. Engineered plans are nearing completion and it is proposed to bid the work early this winter.

The City is working with the County to complete this improvement in a timely manner. The new high school and City park locations will lead to higher traffic volumes. In addition, development is occurring in the adjacent areas which will impact transportation in the area. CSAH 5 is a County road and the County hired Stonebrooke Engineering to lead the design including the necessary changes. City staff have participated with the engineering reviews and has supplied input into the project to connect City needs to the planned improvements.

The timing of the project is tight and plans need to be submitted to the Minnesota Department of Transportation (MnDoT) for review and compliance with Municipal State Aid (MSA) standards. Once approved by MnDoT, the project will be bid in January with construction planned to begin in early spring. A project completion date of August 18, 2017 is proposed to accommodate the opening of the new school.

Estimated Project Cost:

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<th>Total Project Cost</th>
<th>County Cost</th>
<th>City Cost</th>
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<tbody>
<tr>
<td>Total Project Cost</td>
<td>$4,047,757</td>
<td>$2,809,422</td>
<td>$1,238,335</td>
</tr>
<tr>
<td>County Cost</td>
<td>(69.4%)</td>
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<td></td>
</tr>
<tr>
<td>City Cost</td>
<td>(30.6%)</td>
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</tbody>
</table>
The City intends to use Municipal Street Aid (MSA) funds and general funds to complete our share of the work. A portion of the described City cost will be paid by the School District to the City.

FISCAL IMPACT:

The cost is estimated to be $1,238,335 with funding from the City's MSA account and the General Fund.

ALTERNATIVES/VARIATIONS:
Do not act: Staff will wait for additional direction from the Council. It should be noted that a substantial delay in entering the agreement can mean a change in bid date and therefore completion date. As you may recall that completion date is very important as access to the new high school is somewhat dependent on this roadway access.

Negative Vote: Staff will await further direction from the Council. An additional discussion would need to take place with the County engineer and is within the County's ability to provide for the road without your approval however a sizable portion of the funding is intended to come from the City.

Modification of the Resolution: This is always an option of the City Council.

Please feel free to contact me should you have any questions or concerns on this agenda item.

PM/amg
COOPERATIVE CONSTRUCTION AGREEMENT
BETWEEN
NICOLLET COUNTY AND THE CITY OF ST. PETER
FOR
DESIGN, CONSTRUCTION, AND MAINTENANCE
OF
CSAH 5 from 361st Avenue to Sunrise Drive

THIS AGREEMENT, made and entered into by and between the City of St. Peter, 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 Nicollet, 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 County and the City have been involved in discussions, studies, and preliminary engineering to the design, reconstruction, and Improvement of CSAH 5 from 361st Avenue to Sunrise Drive, and

WHEREAS, Portions of the reconstruction and improvements to said section of CSAH 5 is necessitated due to the construction of the new St Peter High School, and

WHEREAS, The City will be responsible for costs for improvements to CSAH 5 that are directly associated with the construction of the new St. Peter High School, and

WHEREAS, CSAH 5 is under the jurisdiction of the County for purposes of maintenance and improvements, and

WHEREAS, It is the desire of both of the parties to enter into a written document regarding the design, reconstruction, improvement, and maintenance of said section of CSAH 5, and

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 St. Peter and Nicollet County as follows

A. That this agreement shall apply only to the reconstruction, improvements, and maintenance of the portion of CSAH 5 from 361st Avenue to Sunrise Drive.
B. Prosecution of work will be performed on the following basis.

Nicollet County will:

1) Prepare construction plans and specifications with an estimate of cost for the construction project.

2) Act as the contracting agency for the construction 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) Provide a registered professional engineer to prepare the construction plans and specifications and to supervise the construction of the project. Said supervision shall include keeping adequate records to document the quality of construction and the substantiation of pay quantities.

5) Maintain the project open to inspection by the City or their duly authorized representatives.

6) Obtain the written approval of the City for any change in work orders or supplemental agreements to the contractor involving work in which the City is cost participating, prior to the performance of such work when feasible.

C. The County agrees to do all things necessary for the construction of said project except as set forth in this agreement. Said project on CSAH 5 is to be constructed, consistent with current City, County, and State Aid standards.

D. It is agreed by and between the parties hereto that the City shall diligently pursue any necessary permanent road right-of-way and permanent/temporary easements for the construction of said project and is responsible for all cost associated with acquiring the permanent road right-of-way and permanent/temporary easements. The City shall transfer ownership to Nicollet County those parcels as identified on the ROW Plat as CSAH 5 rights-of-way upon completion of the project.

E. The County has adopted a Policy for the division of costs for improvements to County Highways within a municipality, said Policy being adopted by the Nicollet County Board of Commissioners on September 22, 2009, a copy of which is attached hereto, and made a part hereof for reference, shall apply to the improvements on the hereinbefore described CSAH 5 with the following changes or additions:

1. The construction cost of a roundabout is split by approach leg and shall include all components associated with that leg of approach, including the
center raised median, curb, truck apron, and roadway markings. See Exhibit A. Items excluded are sidewalk and storm sewer. Sidewalk and storm sewer costs shall follow the County’s Cost Participation Policy.

See Exhibit B for maintenance responsibilities at roundabouts. Center raised median maintenance shall be performed by the City.

2. Concrete pedestrian ramps that do not meet ADA requirements will be treated as worn out sidewalk.

F. The method of financing the portion of the improvement project within the City of St. Peter shall be the prerogative of Nicollet County and the City of St. Peter. Funding of the project is subject to the following provisions:

1) CONSTRUCTION COSTS:

Nicollet County and the City of St. Peter will share in the final construction costs for roadway improvements as defined in said County Cost Participation Policy and this agreement for the division of project costs.

2) ENGINEERING COSTS:

The City of St. Peter will reimburse Nicollet County a prorated amount of the total costs incurred pursuant to Section B of this agreement. The prorated amount will be determined by the City of St. Peter’s percentage share of the project’s final construction costs.

3) REIMBURSEMENTS:

a. During each month of the term of the construction project, Nicollet County will bill the City of St. Peter for its share of the construction and engineering costs. The City of St. Peter will reimburse Nicollet County within thirty (30) days for any balance due.

b. Upon completion and final acceptance of the project, and receipt of a detailed listing of the final actual construction and engineering costs, the City of St. Peter will reimburse Nicollet County within thirty (30) days for any balance due.

G. The City of St. Peter agrees to save, hold harmless and indemnify Nicollet 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 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 services hereunder.

Page 3 of 5
CSAH 5
Nicollet County and City of St Peter

The County agrees to save, hold harmless and indemnify the City of St. Peter 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 any and all employees of the County and all other persons employed by the County in the performance of the provisions of services hereunder shall not be considered employees of the City and that any and all claims that may or might arise under the Worker’s Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by third parties as a consequence of any act or omission on the part of said County employees while so engaged in the performance of any of the provisions of services hereunder shall in no way be the obligation or responsibility of the City.

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 20 calendar 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 20 calendar days of opening of 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.

M. Each party understands the contract for this project is scheduled to be awarded in 2016 or 2017. In the event the contract for this project is not awarded in 2016 or 2017, this contract shall be subject to renegotiation.

IN TESTIMONY WHEREOF, The parties hereto have caused these presents to be executed.

City of St. Peter, Minnesota

Nicollet County, Minnesota

Mayor, City of St. Peter

Nicollet County Board Chair

Date: ________________

Date: ________________

Attest:

Attest:

City Administrator/Clerk

County Administrator

Date: ________________

Date: ________________

Approved As To Form:

Approved As To Form:

City Attorney

County Attorney

Date: ________________

Date: ________________
Exhibit A: Diagram of Cost Responsibilities at Roundabouts

EXHIBIT A

LOCAL HIGHWAY

RADIUS DRAWN FROM THE MIDDLE OF THE CIRCLE THROUGH THE MIDWAY POINT OF THE RADIUS

COUNTY HIGHWAY COST RESPONSIBILITY

LOCAL HIGHWAY COST RESPONSIBILITY