

**DETOUR AGREEMENT BETWEEN RICE COUNTY AND THE CITY OF NORTHFIELD
Mill Towns State Trail (Woodley Street to Waterford Bridge)**

This Agreement ("Agreement") is made and entered into this ____ day of _____, 2025, by and between the County of Rice, a political subdivision under the laws of the State of Minnesota ("County"), and the City of Northfield, a municipal corporation under the laws of the State of Minnesota ("City"); (collectively the County and the City are referred to herein as the "Parties").

Recitals

1. The City is about to perform construction upon, along, and adjacent to Trunk Highway No. 19 at the intersection of Spring Creek Road for the Installation of a Pedestrian Underpass for Mill Towns State Trail (the "project"); and
2. The City requires a detour to carry T.H. 19 traffic on County State Aid Highway (C.S.A.H.) No. 42, C.R. 79, and C.S.A.H No. 28 (the "County Roads") during the construction; and
3. The County is willing to maintain the portion of County State Aid Highway (C.S.A.H.) No. 42, C.R. 79, and C.S.A.H No. 28 constituting the detour; and
4. The City is willing to reimburse the County for the portion of the County Roads life consumed by the detour and detour maintenance as hereinafter set forth; and
5. Minnesota Statutes § 471.59 authorize the parties to enter into this Agreement.

Agreement

1. Term of Agreement; Incorporation of Exhibits

- 1.1. *Effective Date.*** This Agreement will be effective on the date first above written.
- 1.2. *Term.*** The City's reimbursement obligations for the detour under this Agreement will commence on the date the City begins operation of the detour for the project, and this Agreement will expire when the City removes all detour signs and pays for the detour compensation as provided in this Agreement.
- 1.3. *Exhibits.*** The Exhibits to this Agreement are attached hereto and incorporated into this Agreement.

2. Agreement Between the Parties

2.1. *Detour.*

- A. *Location(s).*** The detour route is depicted on Exhibit A, which is attached hereto (the "detour route").
- B. *Modification of the Detour Route.*** The City may modify the detour route or may add additional roadways to the official detour route during construction. The City will request concurrence from the County for changes to the detour route. If such change increases the City's total payment amount over the maximum obligation in Article 3.2, this Agreement will be amended accordingly.
- C. *Axle Loads and Over-Dimension Loads.*** The County will permit 10-ton axle loads on the detour route.

- D. **Traffic Control Devices.** Upon approval from the County Engineer, the City may install, maintain, and remove any traffic control devices it considers necessary to properly control the detoured traffic on the detour route.
- E. **Duration.** The City will provide the County Engineer with advance notice identifying the dates the City intends to place and remove the detour signing.

2.2. Maintenance.

- A. The County will maintain the portion of the detour route that is on the County Roads or any other County roads that become part of the detour route and furnish all necessary labor and materials.
- B. **County's Failure to Adequately Maintain.** If the County, after being notified and acknowledging, fails to adequately maintain the detour route as provided in Section 2.2.A, the City may perform such work or cause it to be performed, as the City Engineer considers necessary, to properly and adequately maintain the detour route. The City may retain the cost of such maintenance from any moneys then due, or thereafter becoming due, to the County under this Agreement. This paragraph will not be construed to relinquish any rights of action that may accrue on behalf of the City against the County for any breach of the Agreement.

2.3. Basis of City Cost.

- A. **Road Life Consumed.** The City will reimburse the County for the County Road or County roads life consumed by the detour route 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.
 - i. 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 County Road length in miles times the duration of the detour in days to determine the City's cost for the County Road life consumed by the detour. If an ADT changes, the parties will amend the Agreement.
- B. **Maintenance Costs.**

The City's detour route maintenance cost will be computed by multiplying \$500.00 by the County Roads length in miles by the detour duration in months. Fractional miles and fractional months will be used in computing the City's cost.

3. Payment

The City's payment consists of the sum of the County Road life consumed and maintenance amounts.

- 3.1. **For Road Life Consumed.** The City's total payment for the County Roads life consumed by the detour is equal to the amount computed by using the "Gas Tax Method."

The City's estimated cost for the County Roads life consumed by the detour is based on the data below:

<u>Stage</u>	<u>Tax Factor</u>	<u>ADT</u>	<u>Road Length (Miles)</u>	<u>Duration (Days)</u>	<u>Cost</u>
C.S.A.H. 28	0.00513	4008	1.5	30	\$925.25
C.S.A.H 28	0.00513	2369	2.7	30	\$984.39
C.S.A.H 42	0.00513	2369	2.0	30	\$729.18
C.R. 79	0.00513	2369	0.3	30	\$109.38
Road Life Consumed Amount:					<u>\$2,748.20</u>

3.2. For Maintenance. \$3,250.00 is the City's estimated cost for detour route maintenance based on \$500.00 multiplied by the County Roads length of 6.5 miles by a detour duration of six (1) months.

3.3. Total Payment and Maximum Obligation.

- A. \$2,748.20 is the City's estimated payment for County Roads life consumed and maintenance (**\$3,250.00**).
- B. **\$5,998.20** is the maximum obligation of the City under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.

3.4. Conditions of Payment. The City will pay the County the City's total County Roads life consumed and maintenance payment amount after performing the following conditions.

- A. Execution of this Agreement and the County's receipt of the executed Agreement.
- B. City's encumbrance of the City's total payment amount.
- C. City's removal of all detour route signs.
- D. City notifies the County Engineer of the removal of the detour route signs, and the number of days the detour route was in effect.
- E. City's receipt of a written request from the County for payment.

4. Release of Road Restoration Obligations

By accepting the City's County Roads life consumed and maintenance payment plan and total payment amount as provided in this Agreement, the County releases the City of its obligation to restore the County Road or County roads used for the detour route to as good condition as they were before designation of the detour route.

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 City's Authorized Representative will be:

Name, Title: David Bennett, Public Works Director/City Engineer (or successor)
Address: 801 Washington St., Northfield MN 55057
Telephone: 507-645-3020
E-Mail: david.bennett@ci.northfield.mn.us

5.2. The County's Authorized Representative will be:

Name, Title: Dennis Luebbe, County Engineer (or successor)
Address: 610 20th St NW, Faribault, MN 55021
Telephone: 507-332-6110
E-Mail: dennis.luebbe@ricecountymn.gov

6. Assignment; Amendments, Waiver; Contract Complete

- 6.1. *Assignment.*** No 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 City and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability

Each party shall be liable for its own acts and the acts of its employees to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers, agents, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers, agents 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, or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement. Nothing in this Agreement shall be construed as a limitation on or a waiver of any immunities or limitations on liability otherwise available to the Parties by law, including, but not limited to, those provided by Minnesota Statutes, Chapter 466.

8. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's and County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by either party 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 County and City must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated 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 party.

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 Rice County, Minnesota.

11. Termination; Suspension

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

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

11.3. *Suspension.* The City 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

No 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.

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IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the dates written below:

COUNTY OF RICE

CITY OF NORTHFIELD

By: _____
Gerry Hoisington, Chairman

By: _____
Erica Zweifel, Mayor

Rice County Board
of Commissioners

Dated: _____

Dated: _____

ATTEST:

By: _____
Sara Folsted,
Rice County Administrator

By: _____
Lynette Peterson, City Clerk

Dated: _____

Dated: _____

DETOUR ROUTE

