

COUNTY OF RICE AND CITY OF NORTHFIELD
COUNTY ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2019 by and between the County of Rice, acting by and through its Board of County Commissioners, hereinafter referred to as the “County”, and the City of Northfield, Minnesota, hereinafter referred to as the “City”, WITNESSETH:

WHEREAS, Pursuant to Minnesota Stat. §160.21, the parties hereto desire to enter into an agreement pertaining to the maintenance of State Aid Roads and County Roads within the corporate limits of the City for the years 2019 and 2020 upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, THE PARTIES DO AGREE as follows:

I. County Highways Subject to City Maintenance

The City will, during the calendar year 2019 and 2020, maintain those portions of the following County Highways within the corporate limits of the City particularly described as follows to wit:

CSAH NO. 28 From the intersection of Jefferson Parkway, thence west to Trunk Highway No. 246, a distance of approximately **1.49 Miles**

CSAH NO. 43 From Rice-Dakota County Line South on Cedar Avenue to Greenvale Avenue; thence on Greenvale Avenue to Lincoln Street; thence South on Lincoln Street to Forest Avenue, a distance of approximately **1.17 Miles**

County Road NO. 79 From the intersection of Spring Creek Road to Fourth Street E., distance of approximately **0.28 Miles**

TOTAL MILEAGE = 2.94 Miles
TOTAL LANE MILES = **5.88 Miles**

II. Maintenance Activities

The maintenance to be performed by the City on the County Highways identified in Section I. shall consist of the following:

- (a) Maintain the highways in good repair, for the passage of traffic and free from all obstructions and impediments to safe travel. This maintenance will include preventative maintenance to preserve the road bed in its present condition including, proper and timely crack sealing of the surface, restoration of utility openings and patching of the roadbed, and the removal and disposal of trees and vegetation as necessary for the preservation of site lines.

- (b) Keep the traveled roadway reasonably free and clear of ice, snow and debris all months of the year and undertake proper deicing and anti-icing when necessary.
- (c) Maintain traffic control devices and signals, if any, and place and provide such roadway surface markings as may be necessary, except center line markings.
- (d) It shall not be the obligation of the City under this agreement to do any work which shall consist of extraordinary maintenance, such as washouts, frost boils, etc, betterments, seal coating, construction or reconstruction of the roadway including sidewalks and trails. In the event the County should desire the City to do any such work the parties will enter into a separate agreement therefore. However, if the City becomes aware of such need, the City shall immediately notify the Rice County Highway Engineer or his designee of the need for extraordinary maintenance or of any conditions of these highways that would cause unnecessary or unreasonable risk to persons or property.
- (e) All materials used by the City in the performance of the work hereunder shall conform to the requirements of the Minnesota Department of Transportation Specifications for Highway Construction, and all amendments and supplements thereto.
- (f) The City shall be responsible for preventative maintenance of sidewalks and trails. This shall include grinding, ramping, minor patching to deal with heaves and sags in the walk and trail. If the City determines that greater repairs than that which is contemplated by this paragraph are needed, the City shall notify Rice County Highway Engineer or his designee of the need for greater repairs. The greater repairs may be negotiated under a separate agreement between the City and Rice County.

III. General Conditions

- (a) The County will furnish, install and maintain at all times suitable guide signs, warning signs, and route markers for the guidance of traffic on such County Highways. The City will furnish, install and maintain at all times suitable regulatory, guide and warning signs that lie within the County highway Right-of-Way that are deemed necessary for all intersecting City Streets along the mainline County Highways.
- (b) The City may partially block said highways within its corporate limits at such times as it becomes necessary for the performance of the services under this agreement and, in case of emergency where it is required, such highways may be wholly blocked and the passage of traffic thereon prevented by the City. At no time, however, shall the City continue to obstruct the free passage of traffic on said highways for a longer period of time than is reasonably required for making the necessary repairs thereon. The City may also close to travel such highways at such times as it is necessary for the repair or installation of water or gas mains, electric or telephone cables and sewers or services. However, the City shall not cause any portion of said highways that is to be maintained hereunder to be closed to traffic for any reasons other than those above set forth and in no event for a time longer than shall be necessary. In the event of the total blocking or closing of such County Highways, the City shall provide a suitable detour during such time.

- (c) The City shall issue necessary permits for excavations within the limits of any of the above roadways. All backfilling of excavations or trenches shall be compacted in a manner that will minimize settlement or shrinkage. The City shall be responsible for all surface patching as necessary to address settlement on all City permitted excavations.
- (d) Any permits necessary to perform the obligations under this Agreement shall be issued pursuant to current County standards and practices.

IV. Payments

- (a) The County will pay to the City the sum of Two Thousand, Nine and 53/100 Dollars (\$2009.53) per lane mile in 2019 for the performance of the work and labor and the furnishings of materials as set forth in Section II on State Aid Roads hereinbefore particularly set forth. Fractional miles and fractional months, if any, will be used in computing the account payable under this agreement.
- (b) The County will pay to the City the sum of Two Thousand, Forty Nine and 72/100 Dollars (\$2,049.72) per lane mile in 2020 for the performance of the work and labor and the furnishings of materials as set forth in Section II on State Aid Roads hereinbefore particularly set forth. Fractional miles and fractional months, if any, will be used in computing the account payable under this agreement.
- (c) Payment under this agreement shall be made on an annual basis and as soon after January first of said year as may be possible, upon submission by the City Director of Public Works of an invoice, approved by the County Highway Engineer of Rice County, verifying that all work was completed during the period for which payment is to be made, in full accordance with this agreement.
- (d) Upon a change in the routing of said highways, or any substitution of a new route, except detours, for any above described, or upon any variation whatsoever from the present location of said highway by the County, the City shall maintain the new highways in accordance with this agreement during such period of substitution and shall be paid therefore the amount to which it is entitled in accordance with the terms of this agreement, to be determined by calculating the additional mileage of the new route and paying for maintenance thereof per lane mile as shown above in section IV (a) for 2018 and Section IV (b) for 2019 for such new mileage, including fractions thereof, for the year 2019 and 2020 and pro-rated accordingly to the months used.
- (e) Failure by the County to make any payment to the City required under this Agreement shall constitute default, and relieve City of its obligations hereunder.

VI. Independent Contractor

It is further understood that all persons working on such highways are employees of the City or its contractors or agents and are in no way employed by the County. All contracts and agreements made by the City, with third parties for the performance of any work to be done under this agreement shall

be subject to the terms of this agreement and comply with all State laws and requirements relating to contracts for the construction and maintenance of County Highways.

VII. Indemnification

The parties agree with the exception of the payments due and payable or to come due and payable as herein provided, neither the County of Rice, nor the Board of Commissioners, employee or agents of the County of Rice, either in their individual or official capacity, shall be responsible or liable in any manner to the City or to any person or persons whatsoever for any claim, demand, action, or causes of action of any kind or character arising out of or by reason of the execution of this agreement for the negligent performance and completion of the work and improvements provided for herein or arising out of any contract let by the City for the performance of any of the work provided for herein, and the City agrees to save and keep the County, Board of County Commissioners, employees and agents harmless from all such claims, demands, actions or causes of action, and to defend the County, Board of Commissioners, employees, and agents against any and all thereof, except for the failure of the County to perform greater repairs as required by Section II thereof when properly notified of the need for such greater repairs, in which case the County shall assume such liability as the laws require.

VIII. Termination

If the City fails to perform any of the work named herein under the terms of this agreement, the County may cause such work to be done and performed, and may retain from any moneys then due to the City under this agreement, or thereafter becoming due, any such amount as it required for the completion of such work, provided however, that this paragraph shall not be construed to relinquish any rights of action which may accrue in behalf of the County against the City for any breach of agreement.

If the County fails to make any payment to the City required under this Agreement, such failure shall constitute default and relieve the City of its obligations hereunder, provided however, that this paragraph shall not be construed to relinquish any rights of action which may accrue in behalf of the City against the County for any breach of agreement.

IX. Renewal

This agreement shall be automatically renewed annually for an additional period of one year, unless written notice of termination is served upon the other party hereto by November 30 of the contract year. The amount of compensation, along with any other terms or conditions in question, shall be reviewed and, if mutually agreed upon by both parties, adjusted annually before renewal of agreement.

IN WITNESS THEREOF, The City and the County have executed this agreement by their respective officers as of the date first written above.

Galen Malecha, Chairperson
Rice County Board of Commissioners

ATTEST:

Sara Folsted, County Administrator
Rice County

Rhonda Pownell, Mayor
City of Northfield

Ben Martig, City Administrator
City of Northfield