

2K. Consideration of approving 2022 Wright County Annual Highway Maintenance Agreement

Prepared by: PW Director/City Engineer	Meeting Date: 1/10/2022	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item
Reviewed by: Street Superintendent; Finance Director	Approved by: City Administrator	

ACTION REQUESTED

Motion to approve the 2022 Wright County Annual Maintenance Agreement.

REFERENCE AND BACKGROUND

The renewal is due for the annual Maintenance Agreement with Wright County for snow and ice control and sweeping for various County State-Aid Highways. The areas where the City is responsible for routine maintenance are the same as last year with the addition of sweeping portions of Fenning Avenue and Jason Avenue where curb and gutter was added from the recent Fenning Avenue reconstruction project. The total amount the City will receive per this agreement is estimated at \$28,430.37.

- I. **Budget Impact:** The funds received should offset additional costs incurred per the agreement.
- II. **Staff Workload Impact:** Staff time will be spent meeting the terms of the agreement.
- III. **Comprehensive Plan Impact:** N/A

STAFF RECOMMENDED ACTION

City staff recommends approval of the agreement.

SUPPORTING DATA

- Wright County Maintenance Agreement



Wright County
Highway Department
3600 Braddock Ave NE
Buffalo, MN 55313

Ph: (763)682-7383
Fax: (763)682-7313

VIRGIL HAWKINS, P.E.
Highway Engineer

CHAD HAUSMANN, P.E.
Assistant Highway Engr.

STEVE MEYER
Maintenance
Superintendent

JEREMY CARLSON, P.L.S.
Right-of-Way Agent

SARA BUERMANN, P.E.
Traffic Engineer

07 December 2021

Letter of Transmittal

TO: Jennifer Schreiber
City of Monticello
505 Walnut Street – Suite 1
Monticello, MN 55362

SUBJECT: 2022 Maintenance Agreement

We are forwarding the following: Copies of the 2022 Maintenance Agreement between Wright County and the City of Monticello. Please print and sign two (2) copies and return them to our office.

Qty	Description
2	Copies of the 2022 Maintenance Agreement

Sincerely,

Virgil G. Hawkins, P.E. – Wright County Highway Engineer

MAINTENANCE AGREEMENT – CITY OF MONTICELLO

THIS AGREEMENT made and entered into by and between the City of Monticello hereinafter referred to as the “City” and the County of Wright hereinafter referred to as the “County”.

WHEREAS, this agreement shall continue indefinitely, subject to cancellation by either party upon a 60 day written notice.

WHEREAS, Chapter 162, Minnesota Statutes, permits the County to designate certain roads and streets within the City as County State Aid Highways, and

WHEREAS, the City has concurred in the designation of the County State Aid Highway within its limits as identified in County Board’s resolutions of August 28, October 8, November 5, December 3, December 27, 1957 and January 7, 1958, and

WHEREAS, it is deemed to be the best interest of all parties that the duties and responsibilities of both the City and the County as to maintenance on said County State Aid Highways to be clearly defined,

NOW THEREFORE, IT IS AGREED with regard to said County State Aid Highway maintenance:

That the City will be responsible for routine maintenance of the following highways:

MAINT.

PLAN	ROAD	SEGMENT	MILES	COST/MI*	TOTAL COST
E	ALL	See CSAH18, CSAH39, CSAH75, CR117, CR118	7.11	\$Lump Sum	\$2,930.45
C	CSAH75	Willow St. to CSAH39 (includes four lane portions plus turn lanes)	5.25	\$4,651.53	\$24,420.53
D	CSAH39	From City Public Works Bldg. To W. Jct. of CSAH75	0.32	\$1,037.88	\$332.12
C	CR117	from a point 930 feet north Of 85 th NE to 85 th St. NE	0.18	\$4,151.53	\$747.27
E	CSAH18	CSAH75 to Spirit Hills Rd.	0.71	\$Lump Sum	\$
E	CR118	18/School RAB to 86 th ST	0.65	\$Lump Sum	\$
ESTIMATED TOTAL =			7.11		\$28,430.37

That routine maintenance shall consist of the following: (Maintenance Plan)

C. Snow and Ice Control

D. 25% snow and ice control

E. Sweeping

*Based on the average annual cost of the previous three years: (above shows 2018, 2019,2020 for example)

That in December each year, the City shall receive payment from the County for their work performed. This amount shall be based on the average annual cost per mile for the previous three years (plus \$500/mile for four lane portion, snow/ice control only) for routine maintenance on Municipal County State Aid Highways. The average annual cost per mile will reflect only those costs associated with the areas of routine maintenance for which the city is responsible.

That when the City deems it desirable to remove snow by hauling, it shall do so at its own expense. The City shall also be responsible for all snow and ice removal on sidewalks and other boulevard related maintenance outside the curb or street area.

That the County will be responsible for all other maintenance.

That 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. 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; and 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 the said City employees while so engaged on any of the work or services provided to be rendered herein shall be the sole obligation and responsibility of the City.

That 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 actions of whatever nature or character, whether at law or equity, arising out of or by reason of the execution, omission or performance of the work provided for herein to be performed by the County including but not limited to, claims made arising out of a maintenance obligation of County, engineering, design, taking or inverse condemnation proceedings. It is further agreed that 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; and 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 on any of the work or services provided to be rendered herein shall be the sole obligation and responsibility of the County.

ADOPTED:

_____, 20____

ATTEST:

City Administrator

Mayor

CERTIFICATION

I hereby certify that the above is a true and correct copy of a resolution duly passed, adopted and approved by the City Council of said City on _____, 20____.

APPROVED AND ACCEPTED:
COUNTY OF WRIGHT

Board Chair

Date

City Administrator

City of Monticello

Name of City

ATTEST:

County Administrator

Date