

**COUNTY OF WATONWAN**  
**And**  
**CITY OF ST. JAMES**  
**ROUTINE CSAH MAINTENANCE AGREEMENT**

This Agreement is between the County of Watonwan (County) and City of St. James (City). This agreement outlines the responsibilities of each party with respect to County State Aid Highway maintenance by the City for the County. This agreement does not preclude the parties from continuing to share equipment and staff when it is beneficial to the taxpayers and both parties.

**Agreement**

**1. Term of Agreement; Survival of Terms**

- 1.1. *Effective date.*** This Agreement will be effective on January 1, 2026, or once fully executed.
- 1.2. *Expiration date.*** This Agreement will expire on December 31, 2029.
- 1.3. *Survival of terms.*** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 7. Liability; Worker Compensation Claims; Insurance and 8. Force Majeure.

**2. Agreement Between the Parties for County Road Maintenance**

**2.1. *Maintenance by the City***

**A. *Location.***

- i.** The City will perform routine maintenance of the county state aid highway system within the Corporate City Limits.

**B. *Total Lane Mileage.*** The total county state aid highway mileage for the routine maintenance performed under this Agreement is 19.76 lane miles.

**2.2. *Maintenance Responsibilities (Reimbursable)*** The City will perform the following routine maintenance duties to the satisfaction of the Watonwan County Public Works Director. All materials used in the performance of said routine maintenance must comply with the State of Minnesota's current "Standard Specifications for Construction". If the City elects to have the County maintain sections of city-owned roads within the city-limits, the per lane-mile rate and responsibilities will be reversed but same as outlined in this agreement.

- A.** Maintain the highway(s) and adjacent sidewalks and/or trails to keep them smooth and in good repair for the passage of vehicular and pedestrian traffic and free from all obstructions and impediments to traffic. This includes all necessary preventative maintenance to preserve the roadbed, adjacent sidewalks, and trails in their present condition, including restoration of utility openings. Crack sealing, patching, seal coat, overlay and reconstruction, for any sections identified in paragraph 2.1A, will be addressed in a separate contract between the County and City.
- B.** Keep the traveled roadway and adjacent sidewalks free and clear of ice, snow, litter, debris, and any other foreign matter of any nature.
- C.** Sand, salt or chemically treat the traveled roadway as necessary to provide for safe public travel.
- D.** Maintain the roadside trees, vegetation, and landscaping in a neat and orderly fashion by mowing, trimming, and providing for noxious weed control.

- E. Inspect and maintain the in-place storm sewer system keeping it clear from obstructions.
- F. Dispose of all snow, litter, debris, and any other foreign matter collected upon, along or adjacent to the highway proper and within the highway right-of-way according to all applicable laws, ordinances, and regulations.
- G. The City will replace luminaires and pay for electricity for overhead street lights. The County is responsible for all other maintenance costs. All Gopher State One Call locates will be performed by the City.
- H. The installation of overhead street lighting for new roads will be included in a separate construction agreement.
- I. Furnish all labor, materials, tools, equipment, and any other necessary items to perform the routine maintenance duties covered under this agreement.
- J. For all curb and gutter sections with lawn type mowing, mowing will be done by the City or landowner adjacent and exterior to the right of way line in accordance with City policy. For all rural type ditch sections, mowing will be done by the County using rural ditch mowing type equipment.
- K. The County will be responsible for maintenance, repair, and replacement of all guardrails within City limits.

### **2.3. Traffic Control**

- A. The City may partially block the highway to perform the routine maintenance under this Agreement. In cases of emergency, the City may block the highway and prevent passage of traffic thereon. At no time, however, may the City continue to obstruct the free passage of traffic on the highway for a longer period of time than is reasonably required for making the necessary repairs.
- B. The City may close the highway to traffic as necessary for the repair or installation of water or gas mains, electric or telephone cables, or sewers. The City must notify the County, except for emergencies. County approval is needed prior to installation of any new water or sewer lines under the traveled pavement section of the road.
- C. The City will not close any portion of the highway to traffic for reasons other than those set forth above and in no event for a time longer than necessary to complete the required maintenance work.

**2.4. City's Failure to Adequately Maintain.** If the City fails to perform any of the routine maintenance according to the terms of this Agreement, the County may reduce the amount payable to the City by either an amount judged to be fair and equitable for such routine maintenance, or, if the County performs such routine maintenance, by the actual cost of the maintenance performed by the County in accordance with this Agreement.

**2.5. Extraordinary Maintenance.** The City is not required to perform any extraordinary maintenance, construction, reconstruction, overlay or seal coating under this Agreement. Extraordinary maintenance is defined as normal maintenance activities (e.g., patching, crack sealing, concrete work including sidewalks) that exceeds an estimated cost of \$5,000 per lane mile. If the City is willing to perform extraordinary maintenance, and the County Engineer approves such performance, the parties to this Agreement must enter into a separate agreement, therefore.

**3. Inspection of City Performed Maintenance.** Authorized representatives of the City and the County will jointly inspect the involved county roads on a regular basis during the life of this Agreement to determine if the routine maintenance is being performed according to the terms of this agreement. The County will request the inspections. County Cost and Payment by the County

- 3.1. Definition of Lane Mile.** A lane mile is defined as a twelve-foot width of road section that is one mile long as measured from the edges of the curb or shoulder in that road section and includes all turn lanes.
- 3.2. County Cost.** The County's payment to the City for routine maintenance will be based on the number of lane miles times the dollar value to be paid per lane mile per City fiscal year. Fractional miles (to the hundredth of a mile) will be used in computing the amounts payable under this Agreement. The City will be reimbursed \$1297.71 per mile lane.
- 3.3. Conditions of Payment.** The County will make a lump sum payment to the City for routine maintenance performed, on a semi-annual basis, on or before June 30 and December 31.
- 3.4. Payment Indexing.** Commencing on January 1, 2027, and on each January 1 thereafter during the Agreement, the County shall pay an amount equal to the previous year's maintenance costs increased or decreased, as the case may be, by the most recently published increase or decrease in the Consumer Price Index. Consumer Price Index shall mean the Consumer Price Index, U.S. City Average, Urban Wage Earners and Clerical Workers, All Items (base index year 1982-84=100) as published by the United States Department of Labor, Bureau of Labor Statistics. If the manner in which the Consumer Price Index as determined by the Bureau of Labor Statistics shall be substantially revised, including, without limitation, a change in the base index year, an adjustment shall be made by City in such revised index which would produce results, as nearly as possible, to those which would have been obtained if the Consumer Price Index had not been so revised. If the Consumer Price Index shall become unavailable to the public because publication is not readily available to make the adjustment referred to herein, then City will substitute therefore a comparable index based upon changes in the cost of living or purchasing power of the consumer dollar published by any other governmental agency, or if no such index shall be available, then a comparable index published by a major bank or other financial institution or by a university or a recognized financial publication.

#### **4. 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.

**4.1.** The County's Authorized Representative will be:

Name/Title: Michael McCarty, Director of Public Works (or successor)  
Address: 1304 7<sup>th</sup> Ave S  
St. James, Mn 56081  
Telephone: (507) 942-2200  
E-Mail: michael.mccarty@watonwancountymn.gov

**4.2.** The City's Authorized Representative will be:

Name/Title: Amanda Knoll, City Manager (or successor)  
Address: 1205 6<sup>th</sup> Ave S, PO Box 70  
St. James, MN 56081  
Telephone: (507) 375-4376  
E-Mail: Amanda.Knoll@ci.stjames.mn.us

#### **5. Assignment; Amendments; Waiver; Contract Complete**

- 5.1. Assignment.** Neither 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.
- 5.2. 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.
- 5.3. 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.
- 5.4. Contract Complete.** This Agreement contains all prior negotiations and agreements, with respect to routine maintenance, between the County and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

#### **6. Liability; Worker Compensation Claims; Insurance**

- 6.1.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof.
- 6.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.
- 6.3.** The City may require its contractor to carry insurance to cover claims for damages asserted against the City's contractor.
- 6.4. Termination.** This Agreement may be terminated by mutual agreement of the parties.

#### **7. Force Majeure**

Neither 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.

**SIGNATURE PAGE FOLLOWS**

**COUNTY OF WATONWAN**  
**And**  
**CITY OF ST. JAMES**  
**ROUTINE CSAH MAINTENANCE AGREEMENT**  
**SIGNATURE PAGE**

**CITY OF ST. JAMES**

The undersigned certify that they have lawfully executed this Agreement on behalf of the Governmental Unit as required by applicable charter provisions, resolution, or ordinances.

Approved:

By: \_\_\_\_\_  
Amanda Knoll, City Manager

Date: \_\_\_\_\_

**WATONWAN COUNTY**

The undersigned certify that they have lawfully executed this Agreement on behalf of the Governmental Unit as required by applicable charter provisions, resolution, or ordinances.

Approved:

By: \_\_\_\_\_  
Kelly Pauling, County Auditor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jim Branstad, County Board Chair

Date: \_\_\_\_\_