

**TO: MAYOR AND CITY COUNCIL**

**FROM: Mike Althoff, Public Works Director**

**SUBJECT: Hardwood Way Agreement**

**DATE: December 18<sup>th</sup>, 2018**

**BACKGROUND**

The City of Cannon Falls has previously entered into agreements with Cannon Falls Township for the purpose of maintenance and snow removal of Hardwood Way. This road sits on the city limits boundary and township boundary on the east side of town. One change to this agreement is no expiration date. There has been a good relationship with Cannon Falls Township and this would eliminate yearly approval of the agreement. It is more than two years expired as of now. The change was drafted by our city attorney. The council would still be able to modify the agreement if needed with township approval. This agreement still needs approval from Cannon Falls Township to be in effect. I will present it to them if approved tonight.

**STAFF RECOMMENDATION/ REQUESTED COUNCIL ACTION**

Staff recommends and respectfully requests a motion to adopt the agreement approving the Division of Maintenance Responsibilities for a Town Line Road with Cannon Falls Township.

Attachments:

Hardwood Way Agreement

**AGREEMENT FOR THE DIVISION OF MAINTENANCE  
RESPONSIBILITIES FOR A TOWN/CITY LINE ROAD**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **CANNON FALLS TOWNSHIP**, Goodhue County, Minnesota ("Township") and the **CITY OF CANNON FALLS**, Goodhue County, Minnesota ("City").

**WHEREAS**, the Township and the City share the following described town/city line roads:

That portion of Hardwood Way that lies south of State Highway 19 to a point 1,230 feet from the centerline of State Highway 19.

That portion of Hardwood Way that lies north of State Highway 19 to a point 1,380 feet from the centerline of State Highway 19.

**WHEREAS**, Minn. Stat. § 164.14 authorizes towns and adjoining cities to divide line roads and enter into an agreement for the maintenance of those roads.

**NOW, THEREFORE**, in consideration of their mutual covenants, the Township and the City hereby enter into this Agreement for the division of maintenance responsibilities for the above described line roads.

1. The Township shall maintain the following described portion of the line road:

That portion of Hardwood Way that lies south of State Highway 19 to a point 1,230 feet from the centerline of State Highway 19.

That portion of Hardwood Way that lies north of State Highway 19 to a point 1,380 feet from the centerline of State Highway 19.

2. Routine maintenance of the above described line road by the Township shall include, at a minimum, the following:

Plowing and sanding, application of crushed rock, grading, ditch cleaning, ditch mowing, and sign maintenance.

3. The City shall reimburse the Township for one-half (1/2) the routine maintenance expenses on the above described portions of line road.

4. In addition to the routine maintenance responsibilities, the Township and City agree:

A. **Cost for Drainage Structures**. The Township and City agree that the cost to repair or replace culverts and repair and maintain ditches on any portion of the line road will be shared equally.

B. **Tree Removal.** Removing trees from the line road right-of-way as needed to avoid interference with travel, maintenance, or safety will be the responsibility of the City. One-half (1/2) of any costs incurred by the City shall be paid by the Township.

5. **Division of Other Costs.** If the City or Township is interested in initiating an activity that requires the sharing of costs between the Township and City, with the exception of routine maintenance, the party shall notify and obtain approval from the other party before undertaking the activity. In consideration of budgetary limitations, no paving or other extraordinary upgrade shall be undertaken without the mutual consent of both government entities.

6. Each year the Township shall mail a copy of the compensation and billing rates the Town Board approves at the March reorganizational meeting and a copy of the rock bids accepted in the spring to the City. The Township will bill the City of Cannon Falls twice per year for costs of routine maintenance.

7. If a disagreement arises regarding the fairness of the division of maintenance responsibilities provided in this Agreement and the parties are not able to resolve the disagreement, the issue will be submitted to the County Board or other mutually agreeable party for a determination of the proper division of responsibility.

8. Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by each government entity. Both government entities agree to review this Agreement every three (3) years, with discussion commencing in January. Either party may terminate this Agreement upon serving one (1) year written notice on the other party.

9. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous line road agreements presently in effect between the parties concerning the above described roads.

10. Each party agrees that it will be responsible for the acts or omissions of its officials, agents, and employees, and the results thereof in carrying out the terms of this Agreement, to the extent authorized by law, and shall not be responsible for the acts/omissions of the other party and the results thereof. For purposes of determining total liability for damages, the participating governmental units are considered to be a single governmental unit, the total liability of which shall not exceed the limits for a single governmental unit as provided in Minn. Stat. § 466.04, Subd. 1.

11. Each party agrees to defend, hold harmless, and indemnify the other party, its officials, agents, and employees, from any liability, loss, or damages the other party may suffer or incur as the result of demands, claims, judgments, or cost arising out of or caused by the indemnifying party's negligence in the performance of its respective obligations under this Agreement. This provision shall not be construed nor operate as a waiver of any applicable limitation of liability, defenses, immunities, or exceptions by statute or common law.

12. To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minn. Stat. § 471.59, Subd. 1a (a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CANNON FALLS TOWNSHIP**

**CITY OF CANNON FALLS**

BY: \_\_\_\_\_  
Town Board Chair

BY: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Town Clerk

AND: \_\_\_\_\_  
City Administrator