

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
And  
City of Mankato  
ROUTINE MAINTENANCE  
AGREEMENT-- Draft**

Routine Maintenance Performed by the City  
on:

Total Agreement Amount  
\$16,933.40

Trunk Highway Number (T.H.): 860D

Amount Encumbered (Fiscal Year 2026)  
\$8,466.70

Amount Encumbered (Fiscal Year 2027)  
\$8,466.70

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Mankato acting through its City Council ("City").

**Recitals**

1. The State requests the City perform routine maintenance on certain trunk highway(s) located within the corporate city limits, and the City is willing to perform the routine maintenance; and
2. The State will reimburse the City for the routine maintenance performed; and
3. Under Minnesota Statutes § 161.38, subdivision 3, the State and the City wish to enter into an agreement that will provide routine maintenance performed by the City on certain trunk highway(s) located within the City limits; and
4. Minnesota Statutes § 161.20, subdivision 2, authorizes the Commissioner of Transportation to make agreements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

**Agreement**

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

- 1.1. Effective Date.** This Agreement will be effective on July 1, 2025, or the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
- 1.2. Expiration Date.** This Agreement will expire on June 30, 2027, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 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; 10. State Audits; 11. Government Data Practices; 12. Governing Law; Jurisdiction; Venue; and 14. Force Majeure.

## 2. Agreement Between the Parties

### 2.1. Maintenance by the City.

- A. **Location.** The City will perform routine maintenance of the following portions of the trunk highway system within the Corporate City limits:
  - i. On Trunk Highway No. 860D from Nicollet Avenue in the City of North Mankato to approximately 410 feet Northwest of the Southeast end of Bridge No. 07042 (Veterans Bridge) in the City of Mankato, a total distance of 0.24 miles consisting of 1.33 lane miles.
- B. **Total Mileage.** The total trunk highway mileage for the routine maintenance performed under this Agreement is 0.24 miles consisting of 1.33 lane miles.

### 2.2. Maintenance Responsibilities (Reimbursable). The City will perform the following routine maintenance duties to the satisfaction of the State's District Maintenance Engineer at Mankato. All materials used in the performance of said routine maintenance must comply with the State's current "Standard Specifications for Construction". The City will:

- A. Maintain the trunk highway to keep it smooth and in good repair for the passage of traffic and free from all obstructions and impediments to traffic. This includes all necessary preventative maintenance to preserve the roadbed in its present condition, such as proper and timely crack sealing of the surface, restoration of utility openings, and all necessary patching of the roadbed.
- B. Keep the traveled roadway 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. Dispose of all snow, litter, debris, and any other foreign matter collected upon, along, or adjacent to the trunk highway proper and within the Trunk Highway Right-of-Way limits and state roadside development facilities (i.e. rest areas) according to all applicable laws, ordinances, and regulations.
- E. Maintain roadway markings, traffic control devices and safety devices in operating and usable condition. The State will place, install, and maintain at all times suitable guide signs, warning signs, route markers, and center lines for the guidance of traffic on the trunk highway(s).
- F. Furnish all labor, materials, tools, equipment, and any other necessary items to perform the routine maintenance duties covered under this Agreement.

### 2.3. Other Maintenance Responsibilities; Agreements (Non-Reimbursable). The City is responsible for performing the following routine maintenance duties, without cost or expense to the State:

- A. Keep the pedestrian user areas of the walkways, medians, pedestrian ramps, and curb and gutter free and clear of ice, snow, litter, debris, and any other foreign matter of any nature.
- B. Sand, salt, or chemically treat, and repair joints and panels in the pedestrian user areas of the walkways, medians, pedestrian ramps, and curb and gutter.
- C. Maintain any other facilities located within the Trunk Highway Right-of-Way that are covered under other agreements or Limited Use Permits. This Agreement does not supersede any other agreements between the parties.

### 2.4. Traffic Control.

- A. The City may partially block the trunk highway to perform the routine maintenance under this Agreement. In cases of emergency, the City may block the trunk highway and prevent passage of traffic

thereon. At no time, however, may the City continue to obstruct the free passage of traffic on the trunk highway for a longer period of time than is reasonably required for making the necessary repairs.

- B. The City may close the trunk highway to travel as necessary for the repair or installation of water or gas mains, electric or telephone cables, or sewers. The City must give the State ten days written notice and obtain a permit before such repairs or installation, except for extraordinary emergencies.
- C. The City will not close any portion of the trunk 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. In the event of the total blocking or closing of the trunk highway, the City must provide a suitable detour during such time.
- D. The City must conduct all trunk highway partial and total closures in conformance with the current Minnesota Manual on Uniform Traffic Control Devices (MNMUTCD) and Temporary Traffic Control Zone Layouts - Field Manual.

- 2.5. **Maintenance of Route Change of Trunk Highway.** If there is a change in the routing of the trunk highway, a substitution of a new route for the trunk highway, or a variation from the present location of the trunk highway, the City will maintain the new trunk highway in accordance with this Agreement after such changes, substitution, or variation and will be paid the amount to which it is entitled under this Agreement. If the State relocates any portion of the trunk highway and the roadway reverts to the City, the City will maintain the reverted portion at its sole expense.
- 2.6. **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 State 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 State performs such routine maintenance, by the actual cost of the maintenance performed by the State in accordance with this Agreement.
- 2.7. **Extraordinary Maintenance.** The City is not required to perform any extraordinary maintenance, construction or reconstruction under this Agreement. If the City is willing to perform extraordinary maintenance, and the State's District Maintenance Engineer at Mankato approves such performance, the parties to this Agreement must enter into a separate agreement therefor. No expenses may be incurred on the extraordinary maintenance prior to the full execution of such an agreement as governed by Minnesota Statutes § 16A.15, subdivision 3.
- 2.8. **Inspection of City Performed Maintenance.** Authorized representatives of the City and the State will jointly inspect the involved trunk highways 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.

### 3. Basis of State Cost

The State'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 State fiscal year. Fractional miles (to the hundredth of a mile) will be used in computing the amounts payable under this Agreement.

### 4. State Cost and Payment by the State

- 4.1. **State Cost.** \$16,933.40 is the State's estimated total cost for the routine maintenance covered under this Agreement based on the data below:

- A. **Fiscal Year 2026:** \$8,466.70 = 1.33 lane miles times \$6,365.93 per lane mile
- B. **Fiscal Year 2027:** \$8,466.70 = 1.33 lane miles times \$6,365.93 per lane mile

**4.2. Conditions of Payment.** The State will make lump sum payments to the City for routine maintenance performed, on a quarterly basis, on or after September 30th, December 31st, March 31st, and June 30th of each State fiscal year after the following conditions have been met

- A. Encumbrance by the State of the necessary funds for the routine maintenance payment amount. Immediately after learning no encumbrance of funds for routine maintenance exists, State will notify City and City will have right to immediately terminate this Agreement and receive reimbursement for pro rata share of work performed up to the date of notification.
- B. Execution of this Agreement and transmittal to the City.
- C. The State's receipt of an invoice from the City for the applicable quarter, signed by the State's authorized representative attesting that all routine maintenance has been performed in full conformity with this Agreement.
  - i. The invoice must indicate the amount, if any, deducted from the estimated quarterly payment under Article 2.5 and Article 2.6 of this Agreement.
  - ii. The City will keep records and accounts that enable it to provide the State, when requested, with documentation itemizing the labor, materials, and equipment used to perform the routine maintenance.

## **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 State's Authorized Representative will be:**

Name, Title: Scott Morgan, Assistant District Engineer for Maintenance (or successor)  
Address: 2151 Bassett Drive, Mankato, N 56001-6888  
Telephone: (507) 327-6589  
E-Mail: scott.morgan@state.mn.us

### **5.2. The City Authorized Representative will be:**

Name, Title: Karl Keel for Jeffrey E. Johnson, Director of Public Works  
Address: 10 Civic Center Plaza, PO Box 3368, Mankato, MN 56002-3368  
Telephone: (507) 387-8640  
E-Mail: kkeel@mankatomn.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. The foregoing does not prohibit the City from contracting with a third party to perform City maintenance responsibilities covered under this Agreement.
- 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, with respect to routine maintenance, between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

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

- 7.1.** 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, omissions of others, or the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorneys' fees), and expenses arising in connection with the work contemplated in this Agreement, asserted by, or resulting from the acts or omissions of, the City's contractors, consultants, agents or other third parties under the direct control of the City.
- 7.2.** Any and all employees of the City, including its subcontractors, consultants, agents, or other persons while engaged in the performance of any work or services required by the City under this Agreement, will not be considered employees of the State. Each party is responsible for any of its own employees' claims arising under the Workers Compensation Act.

## **8. Nondiscrimination**

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

## **9. Title VI/Non-discrimination Assurances**

The City agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). If federal funds are included in this Agreement, the City will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of the City's compliance with this provision. The City must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making City staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.

## **10. State Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

## **11. Government Data Practices**

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City 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 the City or the State.

## **12. 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 Ramsey County, Minnesota.

## **13. Termination; Suspension**

**13.1. *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties.

**13.2. *Termination for Insufficient Funding.*** Either Party may immediately terminate this Agreement if the State does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the other party. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed before receipt of notice herein, to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

**13.3. *Suspension.*** The State may immediately suspend this Agreement in the event of a total or partial government shutdown due to a failure to have an approved budget by the legal deadline. Work performed by the City during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

## **14. 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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**STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: \_\_\_\_\_

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

SWIFT Purchase Order: \_\_\_\_\_

**CITY OF MANKATO**

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

By: \_\_\_\_\_

Title: City Manager

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**DEPARTMENT OF TRANSPORTATION**

Approved:

By: \_\_\_\_\_  
(District Engineer)

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

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With Delegated Authority)

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)