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TO: Honorable County Commissioners
Scott Arneson, County Administrator

FROM: Greg Isakson, Public Works Director

RE: 02 May 23 County Board Meeting
Maintenance Agreement with Stanton Township for access to the County's Cascades Canoe and Kayak Access to the Cannon River.

Date: 26 Apr 23

Summary

It is requested that the County Board approve the attached maintenance agreement with Stanton Township for access to the Cascades Canoe and Kayak Access to the Cannon River located at the end of 4th Ave. Way in Section 18 of Stanton Township.

Background

The County recently built a canoe and kayak access to the Cannon River that is located at the northern end of 4th Ave. Way in Section 18 of Stanton Township. As part of this project and with permission from the Stanton Township Board, Public Works staff built a turnaround at the northern end of 4th Ave. Way, installed a fence allowing staff to close the access when appropriate, and constructed a driveway to the new Cascades Canoe and Kayak Access to the Cannon River, all within the existing Right of Way of 4th Ave. Way.

Public Works staff developed the attached maintenance agreement with the Stanton Township Board and they have signed the agreement.

Alternatives

- Approve the attached maintenance agreement with Stanton Township for access to the Cascades Canoe and Kayak Access to the Cannon River.
- Ask for modifications to the agreement before approving.
- Take no action and work with the Stanton Township Board on a new agreement.

Recommendation

It is the recommendation of staff that the Board approve and authorize signing this maintenance agreement with the Stanton Township Board for the Cascades Canoe and Kayak Access to the Cannon River.

MAINTENANCE AGREEMENT FOR PARK DEVELOPMENT WITHIN TOWNSHIP RIGHT OF WAY

This agreement is hereby entered into this _____ day of _____, 20__, by and between the Town Board Supervisors of Stanton Township, Goodhue County, Minnesota, and the County Board of Commissioners of Goodhue County, Minnesota.

WHEREAS, Goodhue County has constructed a canoe and kayak access at the northern end of 4th Avenue Way in section 18 of Stanton Township; and,

WHEREAS, Goodhue County has installed a driveway, culvert, fence, gate, shrubs, and signage within the Stanton Township right-of-way along 4th Avenue Way for this development project; and,

WHEREAS, Goodhue County has constructed a turn-around in the Township right-of-way north of 30079 4th Avenue Way for the Township's equipment to turn around; and,

WHEREAS, Goodhue County has provided all materials, labor, and funding for this development; and,

WHEREAS, Goodhue County agrees to maintain the driveway, grass, native grasses, culvert, fence, gate, shrubs, and signage that has been installed within the Stanton Township right-of-way located north of the turn-around,

NOW, THEREFORE, in consideration of the mutual promises and benefits that each party shall derive herefrom, Stanton Township and Goodhue County hereby enter into this agreement for the maintenance of the Township right of way north of the turn-around, adjacent to stated improvements.

Division of the road right-of-way: The town road right-of-way shall be divided for maintenance purposes as follows:

Stanton Township shall maintain the following portion of the right-of-way: along the turn-around that is located at the northern end of 4th Avenue Way and the right-of-way along all of the road south of the turn-around, except as outlined under Specific Division of Maintenance Responsibilities and Standards.

Goodhue County shall maintain the following portion of the right-of-way: north of the turn-around that is located at the northern end of 4th Avenue Way, except as outlined under Specific Division of Maintenance Responsibilities and Standards.

General Division of Maintenance Responsibility: Goodhue County will be responsible for conducting routine inspections and maintenance of their respective portions of the right-of-way as follows.

Goodhue County shall be responsible for conducting routine inspections and maintenance of their portion of the right-of-way. Routine maintenance shall include, at a minimum, the following:

- Grading and rocking frequently enough to maintain a safe traveling surface
- Mowing as necessary to maintain good visibility 2-3 feet from the edge of the access
- Mowing, cutting, and spraying as necessary to control weeds and volunteer trees in the native grass portions of the right-of-way
- Maintaining the culvert
- Trimming shrubs when necessary

The canoe and kayak access may be closed during the winter months and as needed during emergencies, as determined by Goodhue County Public Works and the Goodhue County Sheriff's Office. Goodhue County agrees to close and open the entrance gate for openings and closures, and will not perform snow removal at the canoe and kayak access.

Specific Division of Maintenance Responsibilities and Activities:

In addition to the general division of maintenance responsibilities, Stanton Township and Goodhue County agree to the following specific provisions related to the division of specific maintenance

Cost for Structures and Signage:

The Township and the County agree that they will each be responsible for the cost to replace culverts in their respective portions of the right of way.

Goodhue County agrees to install, maintain, and repair and/or replace a fence and gate at the entrance to the canoe and kayak access north of the turn-around.

Goodhue County agrees to install, maintain, and repair and/or replace an entrance sign on the entrance fence and directional signage at the intersection of Sciota Trail and 4th Avenue Way.

Cost for Dust Control:

Goodhue County agrees to participate in Stanton Township's dust control program on an annual basis. The County agrees to be responsible for the cost to apply dust control once per year on 4th Avenue Way from Sciota Trail to the turn-around at the north end, an approximate distance of 800 feet. Stanton Township agrees to coordinate the application of this dust control as part of their annual contract.

EFFECTIVE DATE & CONTRACT DURATION

This agreement is effective when executed by both parties and will remain valid for the duration of Goodhue County's operation of the canoe and kayak access. Upon permanent closure of the canoe and kayak access, both parties agree to negotiate terms of removing the above stated items from Stanton Township right-of-way and/or transfer of the agreement from Goodhue County to another party.

AMENDMENTS

Any alterations, amendments, deletions, and waivers of the provisions of this agreement shall be valid only when reduced to writing and duly signed by Stanton Township and Goodhue County.

ENTIRE AGREEMENT

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.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of this

18 day of April, 2023.

STANTON TOWNSHIP




Robert Benson, Chairperson
Stanton Town Board

LINDA FLANDERS

GOODHUE COUNTY

Linda Flanders, Chairperson
Goodhue County Board of Commissioners

ATTEST:



Cheryl Peters
Stanton Town Clerk

Greg Isakson
Goodhue County Public Works Director

ATTEST:

Scott Arneson
Goodhue County Administrator

