

REQUEST FOR COUNCIL ACTION

Meeting

Date: July 14.26

AGENDA SECTION: General Business

ORIGINATING DEPT:
Administration

ITEM DESCRIPTION: Olmsted County Equip Agreement

PREPARED BY: C.Roeder

Attached, please find the annual Equipment Agreement as submitted by Olmsted County. This agreement covers equipment /operator if the City would need to use them.

This year we saw an increase in each line item, which was to be expected.

Public Works Director Hale is recommending approval of the contract.

COUNCIL ACTION REQUESTED:

Approve the Agreement as submitted by Olmsted County.

THIS AGREEMENT, made this day _____, by and between the County of Olmsted, in the State of Minnesota, acting by and through its Board of County Commissioners, hereinafter referred to as the County, and the City of **STEWARTVILLE** in said County and State, hereinafter referred to as the City.

WITNESSETH:

WHEREAS, pursuant to the Laws of Minnesota, the City Council of any City may contract with the County Board of the County in which the City is situated for the use of County equipment and operators for snow removal from and the blading of any or all City streets within the City. The contract price therefore to be paid by the City to the County, shall be not less than the actual cost to the County of the use of such equipment, operators and materials. County employees performing such work on City streets shall be deemed County employees for all purposes while so engaged.

WHEREAS, the County may exercise an option to request the addition of a fuel surcharge on a per hour basis negotiated at the time the option is exercised. The fuel surcharge may only be imposed when and if fuel prices increase 20% or more over the retail fuel prices being charged on the date this agreement is executed and remain at escalated prices for more than a month. Also if fuel prices decrease by 20% or more a credit shall be due the City on the same basis.

NOW THEN, IT IS AGREED:

That the County will furnish equipment and operators during the period from **July 1, 2026** to **June 30, 2027** for the maintenance blading of City streets, and the plowing of snow from City streets where the maintenance blading is done under this agreement, when requested by the Mayor or an authorized representative of the City Council, provided, however, that said equipment and operators are available therefore, and are not needed by the County to address a more urgent maintenance need on the County Highway system.

The City of **STEWARTVILLE** agrees to reimburse the County of Olmsted Infrastructure Fund for the cost of furnishing equipment and operators hereunder in accordance with the schedule hereinafter set forth as follows, to-wit:

<u>SCHEDULE OF EQUIPMENT</u>	<u>RATE PER HOUR (Including Operator)</u>
MOTOR GRADER, BLADING (SUMMER)	190.00
MOTOR GRADER, PLOWING SNOW (WINTER)	200.00
TRUCK, SINGLE AXLE	80.00
TRUCK, TANDEM AXLE	175.00
TRACTORS, MOWER	135.00
LOADERS	196.00
UTILITY EQUIPMENT	112.00
EXCAVATOR	179.00
SWEEPER	290.00
DOZER	225.00
SIGN TRUCK	129.00
CRACKFILL/SEALCOATING EQUIPMENT	120.00
JETTER-VAC (PLUS REQUIRES 2 OPERATORS)	425.00

IT IS AGREED that payments to be made at the rates set forth in the foregoing schedule shall be at the rates therein set forth for the equipment and operators for the number of hours that said equipment and operators are engaged in performing the work provided for hereunder, which time shall include the time of both equipment and operators in going from the place where stationed to the site of the work and their return to their station.

IT IS FURTHER AGREED that the County shall keep a record of the time of equipment and operators furnished hereunder and shall prepare and make an itemized statement thereof showing the amount due hereunder, and submit the same to the City on or about the fifth day of the month following the month in which the work was done. The City agrees to pay to the Olmsted County Public Works Infrastructure Fund, all monies due hereunder and as shown by said invoice or statement within sixty (60) days of the receipt of the invoice.

It is further agreed to by and between the parties that in the event any person, partnership, firm, corporation or anybody brings legal action for the recovery of damages as a result of the use of said County equipment and operators, the City named in this agreement shall hold the County of Olmsted harmless from all claims whatsoever.

CITY OF **STEWARTVILLE**

BY _____
City Mayor

DATE _____

ATTEST: _____
City Clerk

DATE _____

COUNTY OF OLMSTED, STATE OF MINNESOTA

BY _____
Olmsted County Public Works Director

DATE _____