



**AGENDA ITEM # 9.4**

**REPORT TO CITY COUNCIL**

**Report Prepared by: Angie Duus**

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**Date: September 1, 2020**

**Subject: Loon Lake Township – Calcium Chloride Application on North Sluetter Road**

**Report: Rick Wilson, Loon Lake Township Supervisor and Road Chairman will address the Council to discuss payment of the Calcium Chloride Application to North Sluetter Road.**

Attached is a letter from Loon Lake Township's City Clerk Timothy Murphy, prior billing documents, prior payments, and the most recent agreement between the City of Pequot Lakes and Loon Lake Township

**Council Action Requested: Council motion to pay 100% of the cost to apply Calcium Chloride to North Sluetter Road.**

# Loon Lake Township

Ms Anigie Duus  
City of Pequot Lakes Clerk/Treasurer  
4638 Main Street  
Pequot lakes, MN 56472

Re: Calcium Chloride Invoice for May 2020 Application on North Sleuter Rd

Dear Ms. Duus,

Per our recent telephone conversation, I am writing to you or the clerk of Loon Lake Township (hereinafter "LLT") to request that Mr. Rick Wilson or a Supervisor and Road Chairman of LLT, be placed on the agenda for the upcoming Monday September 1<sup>st</sup>, 2020 Pequot Lakes City Council meeting. The purpose of this request is to allow Mr. Wilson to be heard regarding LLT's position that Pequot Lakes should reimburse LLT for 100% of the May 30, 2020 application of Calcium Chloride to the North Sleuter Road. The 100% cost of the 2640 gallons of calcium chloride at \$1.03 per gallon applied by Knife River over the 5640 Feet of North Sleuter Road was \$2719.20. See Attached Exhibit A consisting of original LLT invoice to Pequot Lakes which also includes the Knife River May 31<sup>st</sup>, 2020 invoice to LLT for the entire 2020 Calcium Chloride Program with line item breakout of the three tanks at 2366 gallons, 196 gallons and 78 gallons utilized on North Sleuter Road comprising the total of the 2640 gallons.

As the City Council members are aware, LLT and Pequot Lakes have for many years jointly participated in the annual Calcium Chloride Program that Cass County arranges for with the Contractor of the County's selection; this year the County's chosen Contractor for the program being Knife River.

I can represent to the City Council that in all the years, prior to 2020, that Pequot lakes and LLT have jointly participated in the annual County Calcium Chloride Program that Pequot Lakes has been billed for by LLT for 100% of the cost for North Sleuter and has paid LLT for 100% of the cost amount billed without objection or concern. This all dates back to when Pequot's former Public Works Director Mike Loven asked LLT to include North Sleuter Road, as a line-Road, in the County Calcium Chloride Program, with the promise that Pequot Lakes would pay 100% for North Sleuter due to the fact that LLT has no residents on North Sleuter Road. See attached Exhibit B Copies of the 2015-2019 billing and payment documents confirming Pequot Lakes payment of the 100% of the cost for North Sleuter, as well as the general range of annual billings by LLT to Pequot Lakes in the general range of the \$6202.30 amount billed per Exhibit A in 2020 by LLT to Pequot Lakes.

I can represent to you as clerk that in a April 28<sup>th</sup> 2020 conference call that included the 3 LLT Supervisors, myself as Clerk and Nancy Malecha and Jason Gorr of Pequot Lakes that the topic of the 2020 County Calcium Chloride Program came up and and Mr. Gorr and Ms. Malechut were agreeable for LLT to proceed with the Calcium Chloride Program in the same manner that had occurred in all, previous years; with LLT working with the Contractor for Knife River paying Knife River's invoice and then billing Pequot lakes for its share.

Mr. Wilson then proceeded with making the arrangements with the County and the Contractor Knife River, which included Mr. Wilson meeting on-site with the contractor's Drivers and also working hard to assure that any necessary grading work in prep for the Calcium Chloride was done.

As had occurred in all previous years LLT paid the full Exhibit A Knife River Invoice of \$14,693.98 at its June 2020 regular meeting and billed Pequot Lakes for its share, including 100% for North Sleuter a \$6202.30 amount; with \$2719.20 being attributable to North Sleuter as referenced above.

Nancy Malecha, the now former Pequot Lakes City Administrator, after receipt of the Exhibit A invoice from LLT sent the attached Exhibit C spread sheet indicating that Pequot Lakes would, for the first time ever, now be taking the position that Pequot Lakes would only reimburse LLT for only 50% of the North Sleuter, deducting \$1359.60 or half of the \$2719.20 100% amount and directing you as Clerk/Treasurer to send LLT a check for the reduced amount of \$4842.03; which reduced amount has been received by LLT.

LTT, as Mr. Wilson can further explain at the September 1<sup>st</sup>,2020 City Council Meeting, would respectfully request that Pequot Lakes reconsider the recent position taken by Ms. Malecha and agree to reimburse LLT for the remaining \$1359.60 amount owed to LLT for the 100% cost of the 2020 North Sleuter Calcium Chloride, LLT continues to have no residents on North Sleuter and cannot agree to include North Sleuter in the County's annual Calcium Chloride Program, or otherwise agree to any Calcium Chloride on North Sleuter costs, without having the assurance from Pequot lakes that It will be responsible for the 100% of the North Sleuter Costs.

Please let me know if you or the Council Members would like to have any further information or documents from LLT prior to the September 1<sup>st</sup>,2020 meeting. Also, would you please let me know what time you like Mr. Wilson to be there for the September 1<sup>st</sup>,2020 meeting agenda item. Thank you and please provide a copy of this correspondence and all exhibits to all the Council Members.

Very Truly Yours,



Timothy R Murphy

Loon Lake Township Clerk

**TOWN OF LOON LAKE  
Tim Murphy, clerk  
Barbi Gravidahl, treasurer  
1630 County Rd 17 SW  
Pequot Lakes, MN 56472-2098**

**City of Pequot Lakes  
Pequot Lakes, MN 546472**

**Enclosed find the final billing for the calcium chloride applied on May 30, 2020, by Knife River Corporation on N. Sluetter, Myers Rd, and Pequot owned footage of S. Sluetter and shared roads N. and S. 9<sup>th</sup> Ave and S. Sluetter. Also enclosed are the copies of the gallons used on each road.**

<b><u>N. Sluetter (100% Pequot Lakes):</u></b>	<b>2640.0 gals.</b>
<b>(three tanks at 2366 gal., 196 gal., and 78 gal)</b>	
<b><u>Myers Rd (100% Pequot Lakes):</u></b>	<b>250.0 gals.</b>
<b><u>S. Sluetter-800 ft (100% Pequot Lakes):</u></b>	<b><u>287.29 gals.</u></b>
<b>TOTAL GALLONS</b>	<b>3177.29</b>

**3177.29 gals. @ 1.030 gal. = \$3272.61**

**Shared Roads:**

<b>S. Sluetter: 2820 feet:</b>	<b>1012.71 gals.</b>
<b>9<sup>th</sup> Ave N:</b>	<b>2576.0 gals.</b>
<b>9<sup>th</sup> Ave. S.</b>	<b>920.0 gals.</b>
<b>9<sup>th</sup> Ave. S.</b>	<b><u>1180.0 gals.</u></b>
	<b>5688.71/50</b>

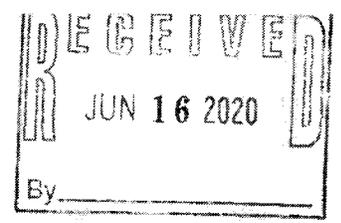
**TOTAL GALLONS 2844.355**  
**2844.355 gals. @ 1.030 gal. = \$2929.69**

**Due upon receipt: \$6202.30**

*Exhibit A - 5 pages*

**TOWN OF LOON LAKE**  
**Tim Murphy, clerk**  
**Barbi Gravidahl, treasurer**  
**1630 County Rd 17 SW**  
**Pequot Lakes, MN 56472-2098**

PAYMENT  
 AUTHORIZED \_\_\_\_\_ BY \_\_\_\_\_  
 INITIAL'S \_\_\_\_\_ DATE \_\_\_\_\_



**City of Pequot Lakes**  
**Pequot Lakes, MN 546472**

**Enclosed find the final billing for the calcium chloride applied on May 30, 2020, by Knife River Corporation on N. Sluetter, Myers Rd, and Pequot owned footage of S. Sluetter and shared roads N. and S. 9<sup>th</sup> Ave and S. Sluetter. Also enclosed are the copies of the gallons used on each road.**

★ <sup>2, ✓</sup>  
N. Sluetter (100% Pequot Lakes): 2640.0 gals.  
 (three tanks at 2366 gal., 196 gal., and 78 gal)  
 ✓ Myers Rd (100% Pequot Lakes): 250.0 gals.  
S. Sluetter-800 ft (100% Pequot Lakes): 287.29 gals.  
**TOTAL GALLONS 3177.29**

**3177.29 gals. @ 1.030 gal. = \$3272.61**

**Shared Roads:**

**S. Sluetter: 2820 feet: 1012.71 gals.**  
**9<sup>th</sup> Ave N: 2576.0 gals.**  
**9<sup>th</sup> Ave. S. 920.0 gals.**  
**9<sup>th</sup> Ave. S. 1180.0 gals.**  
**5688.71/50**

**TOTAL GALLONS 2844.355**  
**2844.355 gals. @ 1.030 gal. = \$2929.69**

**Due upon receipt:**

**\$6202.30**

- Hot Mix
- Granite
- Ready Mix Concrete
- Driveways
- Dust Control
- Sand & Gravel



RED-MIX  
CONCRETE

13504 Haven Road  
Little Falls, MN 56345  
320-632-5435

Ticket # 99770546  
\$14,693.75

Act # 580173  
\$1.00/gallon

**DUST CONTROL 20 20**

DATE 5.30.20

TOWNSHIP/COUNTY Low Lake town

\$14,693.75

Bill #	Carrier	Gallons	Feet	Township/County Rd
558251	K.R.	1220		17 <sup>th</sup> W.
558251	K.R.	900		17. S.
558251	K.R.	350		Low Lake 17 <sup>th</sup>
558251	K.R.	1161		56 W.
558251	Knife River	259		56 E.
559915	K.R.	1190		24 <sup>th</sup> 10 <sup>th</sup> S 1/2 Rd
559915	K.R.	1500		72 <sup>nd</sup> St.

Total Gallons Applied 6580

Steve Zittel  
Knife River Representative

\_\_\_\_\_  
Township/County Representative

**FUEL USED**

TRUCK # 24242 64504

GAL. \_\_\_\_\_

- Hot Mix
- Granite
- Ready Mix Concrete
- Driveways
- Dust Control
- Sand & Gravel



# KNIFE RIVER

AN INDU RESOURCES COMPANY

13504 Haven Road  
 Little Falls, MN 56345  
 320-632-5435

**RED-MIX  
 CONCRETE**

## DUST CONTROL 20 20

DATE 5-30-20

TOWNSHIP/COUNTY LOON LAKE TWP

Bill #	Carrier	Gallons	Feet	Township/County Rd	
557259	Knife River TANK #4	1200		S SLUTTER RD	8.1 P.L.
557259	Knife River TANK #4	1200		N SLUTTER RD	P.L.
559655	FOSTER Dennis	700		7th Ave S	P.L.
559655	FOSTER Dennis	700	7th Ave S	7th Ave S	1/2 P.L.
559655	FOSTER Dennis	920		9th Ave S	1/2 P.L.
558256	Tank #4	190		N Slutter Rd	P.L.
558252	Tank	70		N. Slutter	P.L.

Total Gallons Applied 5990 7686

[Signature]  
 Knife River Representative

\_\_\_\_\_  
 Township/County Representative

FUEL USED  
 TRUCK # 24554

GAL. \_\_\_\_\_



Knife River Corporation  
 North Central Region  
 PO Box 1333  
 St. Cloud, MN 56302-1333  
 Phone: (320) 217-6051

<b>INVOICE NUMBER</b> 752024	
<b>INVOICE DATE</b> 05/31/20	<b>PAGE</b> 1 of 1
<b>CUSTOMER NUMBER</b> 580673	
<b>BRANCH PLANT</b> 325050 KRC NC CHLORIDE APPLICATION	
<b>SALES ORDER NUMBER</b> 656472	
<b>CUSTOMER P.O.</b>	

**BILL TO:** LOON LAKE TOWNSHIP  
 1630 CR 17 SW  
 PEQUOT LAKES MN 56472-2098

<b>TERMS</b> Net 10th	<b>INVOICE DATE</b> 06/10/20	<b>DELIVERY ADDRESS</b> 2020 DUST CONTROL
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**SPECIAL INSTRUCTIONS**

ITEM	ITEM	DESCRIPTION	TRUCK	QUANTITY	U	UNIT PRICE	EXTENDED PRICE
99920546	32CAL38	38% CALCIUM CHLORIDE/GAL		14266.00	GA	1.0300	14,693.98
		Subtotal Product		14266.00	GA		14,693.98

<b>TAXABLE AMOUNT:</b>		<b>SUBTOTAL</b>	<b>SALES TAX</b>	<b>DISCOUNT</b>	<b>TOTAL</b>
<b>NONTAXABLE AMOUNT:</b>	14,693.98	14,693.98			14,693.98

A Finance Charge of 1.5% per month (18% annually) will be charged on all past due accounts.

**CITY OF PEQUOT LAKES**

37633

VENDOR NO: 280

VENDOR NAME: LOON LAKE TOWNSHIP

CHECK NO.: 37633

INV DATE	INVOICE NO	INVOICE DESCRIPTION	NET AMOUNT
07/21/2015	072115	CHLORIDE APPL - 9TH AVE. S & N SLUETTER	5,835.41

TOTAL AMOUNT \$5,835.41

**CITY OF PEQUOT LAKES**

38879

VENDOR NO: 280

VENDOR NAME: LOON LAKE TOWNSHIP

CHECK NO.: 38879

INV DATE	INVOICE NO	INVOICE DESCRIPTION	NET AMOUNT
06/21/2016	062116	CHLORIDE APPL - 9TH AVE. S & N SLUETTER	5,051.55

TOTAL AMOUNT \$5,051.55

**CITY OF PEQUOT LAKES**

40580

VENDOR NO: 280

VENDOR NAME: LOON LAKE TOWNSHIP

CHECK NO.: 40580

INV DATE	INVOICE NO	INVOICE DESCRIPTION	NET AMOUNT
10/01/2017	100117	CHLORIDE APPL - N & S 9TH AVE	5,448.18

TOTAL AMOUNT \$5,448.18

*Exhibit B - 3 pages*

**CITY OF PEQUOT LAKES**

VENDOR NAME: LOON LAKE TOWNSHIP

41505

CHECK NO.: 41505

INV DATE	INVOICE NO	INVOICE DESCRIPTION	NET AMOUNT
07/13/18	071318	CHLORIDE APPL - 9TH AVE, S & N SLUETTER	5,842.36
<b>TOTAL AMOUNT</b>			<b>\$5,842.36</b>

**Lakes - 9th Ave (Jessen) and S. Sluetter - as well as the two roads that are the responsibility of Pequot Lakes - 9th Ave (Meyer Rd) and N. Sluetter.**

**The breakdown of gallons used @.9580 gallon, are as follows:**

<b>9th Ave - Pequot Lakes/Jenkins</b>	<b>270 gallons</b>
<b>N. Sluetter</b>	<b><u>2765</u></b>
	<b>3035 gallons</b>

<b>50/50 shared cost</b>	
<b>9th Ave (Jessen)</b>	<b>4470 gallons</b>
<b>S. Sluetter Rd</b>	<b><u>1657</u></b>
	<b>6127/2</b>
	<b>=3063.5 gallons</b>

<b>Total gallons</b>	<b>6098.5 gallons</b>
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**Your total of 6098.5 gallons at 0.9580 = \$5842.36**

**Due upon receipt \$5842.36**

**Please send payment to above address**

**Thank you**

CITY OF PEQUOT LAKES

42968

VENDOR NO: 280

VENDOR NAME: LOON LAKE TOWNSHIP

CHECK NO.: 42968

INV DATE	INVOICE NO	INVOICE DESCRIPTION	NET AMOUNT
10/11/2019	101119	CHLORIDE APPL - 9TH AVE N, 9TH AVE S/HURTIG, S SLUET	8,412.07

Chloride - \$6532.07  
 50/50 9th Ave Class 5 - \$1880.00

TOTAL AMOUNT \$8,412.07

two roads that are the responsibility of Pequot Lakes - Meyer Rd and N. Sluetter. Also the billing for the class 5 and bladed reconstruction on N. 9th Ave on July 11, and 12, of 2019.

The breakdown of gallons used @.9940 gallon, are as follows:

<b>100% cost</b>	<b>Meyer Rd - Pequot Lakes/Jenkins</b>	<b>336gallons</b>	
	<b>N. Sluetter</b>	<b>2636</b>	
	<b>800' S. Sluetter</b>	<b><u>507</u></b>	
		<b>3479.0 gallons @.994 =</b>	<b>\$3458.13</b>
<b>50/50 shared cost</b>			
	<b>N. 9th Ave (Jessen Rd)</b>	<b>2542 gallons</b>	
	<b>S. 9th Ave (Hurtig Rd)</b>	<b>1970</b>	
	<b>S. Sluetter</b>	<b><u>1673</u></b>	
		<b>6185/2</b>	
		<b>=3092.50 gallons @.994=</b>	<b><u>\$3073.94</u></b>
<b>Total gallons</b>		<b>6571.5 gallons</b>	
<b>Your total of 6571.5 gallons at 0.9940=</b>			<b>\$6532.07</b>
<b>Class 5 (280 yds at \$12.00=\$3360.00) and 4 hours (\$100.00/hr=\$400.00) blade</b>			
<b>50/50 cost</b>	<b>9th Ave.</b>	<b><u>\$3760/2</u></b>	
			<b><u>\$1880.00</u></b>
			<b>\$8412.07</b>

Due upon receipt  
 Please send payment to above address  
 Thank you



4638 Main Street  
Pequot Lakes, MN 56472  
Phone: (218)568-2352  
Fax: (218)568-5860  
Office Hours: 8:00 a.m. – 4:00 p.m.  
[nmalecha@pequotlakes-mn.gov](mailto:nmalecha@pequotlakes-mn.gov)  
[www.pequotlakes-mn.gov](http://www.pequotlakes-mn.gov)

*This institution is an equal opportunity provider and employer.*

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**From:** Timothy Murphy [<mailto:TMurphy@stichlaw.com>]  
**Sent:** Tuesday, July 14, 2020 9:16 PM  
**To:** Nancy Malecha <[nmalecha@pequotlakes-mn.gov](mailto:nmalecha@pequotlakes-mn.gov)>  
**Cc:** [aubreysinteriors@gmail.com](mailto:aubreysinteriors@gmail.com); [mama\\_bear15@hotmail.com](mailto:mama_bear15@hotmail.com)  
**Subject:** Re: Calcium Chloride Bill

Nancy: Per your email of 7/2 our Road Supervisor Ric Wilson and I would like to be placed on the next City Council meeting agenda. Please let us know the date and time thereof.  
Thanks. Tim

Sent from my iPhone

On Jul 2, 2020, at 10:42 AM, Nancy Malecha <[nmalecha@pequotlakes-mn.gov](mailto:nmalecha@pequotlakes-mn.gov)> wrote:

Hi Tim,

Per your phone call to me regarding the following email, the City of Pequot Lakes does not agree that we should be responsible for 100% of the cost of the calcium chloride application on North Sluetter Road as our 2020-2024 Amended Public Works Services Joint Powers Agreement states that costs will be split in proportion to road ownership as noted on the maps included as a part of the Amended Agreement. Therefore, I am instructing City Staff to pay Loon Lake Township in the amount of \$4,842.03 per my email below. If Loon Lake Township would like to address this issue further, it will need to be placed on an upcoming City Council Meeting agenda for their consideration.

Thanks,

*Exhibit C - 2 Pages*

**SHARED ROADS : PEQUOT LAKES AND LOON LAKE TOWNSHIP**

ROAD NAME	PEQUOT LAKES INFORMATION		GALLONS APPLIED	COST PER GALLON	TOTAL AMOUNT BILLED	TO WHOM BILLED	DATE APPLIED	Gallons Per Ft	Pequot Lakes	
	ROAD LENGTH (FT)	GRAVEL							KNIFE RIVER ROAD LENGTH (FEET)	Portion
9TH AVE S	4300		2100	1.03	\$ 2,163.00	Loon Lake Township	5/30/2020	0.49	\$ 1,081.50	50% Pequot Lakes / 50% Loon Lake
9TH AVE N	5000		2576	1.03	\$ 2,653.28	Loon Lake Township	5/30/2020	0.52	\$ 1,326.64	50% Pequot Lakes / 50% Loon Lake
MYERS RD	1300		250	1.03	\$ 257.50	Loon Lake Township	5/30/2020	0.19	\$ 257.50	100% Pequot Lakes (50/50 Split with City of Jenkins (bill city 1/2))
N SLUETTER RD	5650		2640	1.03	\$ 2,719.20	Loon Lake Township	5/30/2020	0.47	\$ 1,359.60	50% Pequot Lakes / 50% Loon Lake
S SLUETTER RD	3620		1300	1.03	\$ 1,339.00	Loon Lake Township	5/30/2020	0.36	\$ 816.79	61% Pequot Lakes / 39% Loon Lake
			8866		\$ 9,131.98				\$ 4,842.03	

**LOON LAKE TOWNSHIP ROADS ONLY**

17TH AVE SW	2480	1.03	\$ 2,554.40	Loon Lake Township	5/30/2020
56th	1420	1.03	\$ 1,462.60	Loon Lake Township	5/30/2020
72nd St SW	1500	1.03	\$ 1,545.00	Loon Lake Township	5/30/2020
	5400		\$ 5,562.00		
			\$ 14,693.98		

Knife River Invoice # 752024 Dated 05/31/20	\$ 14,693.98	Total Invoice
Pequot Lakes Portion	\$ 4,842.03	Minus Pequot
Loon Lake Portion	\$ 9,851.95	Total Loon Lake Portion

S:\Administration\Roads & Streets\Road Agreements

**CITY OF PEQUOT LAKES AND LOON LAKE TOWNSHIP  
CROW WING COUNTY AND CASS COUNTY  
STATE OF MINNESOTA**

**AMENDED PUBLIC WORKS SERVICES JOINT POWERS AGREEMENT**

This Agreement is made between the City of Pequot Lakes ("Pequot Lakes") and Loon Lake Township ("Loon Lake"),

**WHEREAS**, Pequot Lakes and Loon Lake desire to obtain certain public works services from each governmental unit; and

**WHEREAS**, Pequot Lakes and Loon Lake agree to furnish road maintenance and repair services for 9<sup>th</sup> Avenue SW (north and south portions), South Sluetter Road, 69<sup>th</sup> Street & 11<sup>th</sup> Avenue, North Sluetter Road, and Sibley Lake Road on the terms and conditions set forth herein;

**NOW THEREFORE**, it is agreed as follows:

- I. **EFFECTIVE DATE:** This Agreement is made this 1<sup>st</sup> day of January 2020, and is effective upon adoption and execution by Pequot Lakes and Loon Lake.
- II. **PURPOSE:** The purpose of this Agreement is to provide the basis for and outline the terms and conditions upon which Pequot Lakes and Loon Lake will exercise public works services within the boundaries of the City and Township. Pequot Lakes and Loon Lake hereby agree to provide public works services for each entity and hereby engage each entity to provide such service in accordance with and subject to the terms of this agreement.
- III. **LEGAL BASIS:** This Agreement is made pursuant to Minnesota Statutes Section 471.59. Further, neither party waives its tort liability limits under Chapter 466 of the Minnesota Statutes.
- IV. **ADMINISTRATION AND SERVICES:** The administration of public works services under this Agreement shall be the sole responsibility of the appropriate officials of the Cities. It is further agreed that the Loon Lake Clerk or designee, shall confer with the Pequot Lakes City Administrator or designee, when requested by either party, on any matter relating to public works services being provided pursuant to this Agreement.
- V. **PERSONNEL POLICIES AND FRINGE BENEFITS:** All personnel used in providing public works service under this Agreement shall be and remain employees of each governmental unit.

**VI. TERM OF AGREEMENT:** This Agreement shall be effective as of January 1, 2020 and shall continue to December 31, 2024. This Agreement shall be in effect as determined above unless terminated by either party. Termination of the Agreement by either party shall be effective by serving the other party with a written notice of termination not less than ninety (90) days prior to the date of termination of the Agreement. Either party, at its option, may terminate the Agreement as set forth above if the other party fails to comply with the terms and conditions of this Agreement. The parties also agree that this Agreement may be renewed on an annual basis upon agreement of both parties. Renewal of the Agreement may be by written resolution of both parties prior to expiration of the Agreement term.

**VII. ASSUMPTION OF LIABILITY:**

1. Pequot Lakes agrees to assume all liability for Pequot Lakes' personnel arising out of public works services performed pursuant to this Agreement and Loon Lake agrees to assume all liability for Loon Lake personnel arising out of services performed pursuant to this Agreement.
2. Each party agrees that the acts of its employees and agents for any activity other than public works services identified herein shall be its responsibility and each party indemnifies the other from any claims arising out of non-public works activities caused by each party.
3. Pequot Lakes shall not be deemed to assume any liability for intentional misconduct of Loon Lake personnel or any agent or employee thereof. Loon Lake shall defend Pequot Lakes, its officers, employees, and agents against, indemnify and hold Pequot Lakes harmless from any claim for damages resulting from the performance of the services by Loon Lake under this Agreement.
4. Loon Lake shall not be deemed to assume any liability for intentional misconduct of Pequot Lakes' personnel or any agent or employee thereof. Pequot Lakes shall defend Loon Lake, its officers, employees, and agents against, indemnify and hold Loon Lake harmless from any claim for damages resulting from the performance of the services by Pequot Lakes under this Agreement.
5. Pequot Lakes and Loon Lake shall maintain comprehensive municipal liability coverage and automobile liability coverage in an amount equal to or greater than the maximum liability applicable to municipalities under Minnesota Statutes, Section 466.04, subd. 1., as amended. Pequot Lakes and Loon Lake shall add the other party as an additional insured to its liability coverage for claims that may arise under this Agreement. Pequot

Lakes and Loon Lake shall also maintain workers' compensation insurance on their employees performing services under this Agreement.

6. Under no circumstances shall a party be required to pay on behalf of itself and the other party any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The limits of liability for the parties may not be added together to determine the maximum amount of liability for any party.

**VIII. SCOPE AND DESCRIPTION OF SERVICES:**

**9<sup>TH</sup> AVENUE SW – The north portion**

Loon Lake Township .....	Winter Maintenance
City of Pequot Lakes .....	Summer Maintenance

**9<sup>TH</sup> AVENUE SW – The south portion**

Loon Lake Township .....	Summer Maintenance
City of Pequot Lakes .....	Winter Maintenance

**SOUTH SLUETTER ROAD**

Loon Lake Township .....	Summer and Winter Maintenance
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**69<sup>TH</sup> STREET & 11<sup>TH</sup> AVENUE**

Loon Lake Township .....	Summer Maintenance
City of Pequot Lakes .....	Winter Maintenance

**NORTH SLUETTER ROAD**

Loon Lake Township .....	Summer Maintenance
City of Pequot Lakes .....	Winter Maintenance

**SIBLEY LAKE ROAD**

Loon Lake Township .....	Summer & Winter Maintenance
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**MAINTENANCE RESPONSIBILITIES**

1. **Winter Maintenance:** Plowing and sanding

2. **Summer Maintenance:** Mowing ditches to prevent tall weeds, shrubs, and tree growth; grading to maintain proper slope and surface; shouldering as needed and minor maintenance (potholes)
3. **Significant Maintenance:** More significant maintenance, rehabilitation, and repairs will be done with the approval of both the City Council and the Township Board. If approval is not given, materials can be denied. Costs will be split in proportion to road ownership as noted on the attached Shared Road Agreement Maps.
4. **Tree Removal:** Removing trees from the road right-of-way as needed to avoid interference with travel, maintenance, or safety will be the responsibility of the jurisdiction who owns the road on that portion in which the trees are located.

IN WITNESS THEREOF, the parties hereto have executed this agreement the day first above written.

CITY OF PEQUOT LAKES

By: [Signature]  
Its: Mayor

By: [Signature]  
Its: City Administrator

Date: 6-3-20

LOON LAKE TOWNSHIP

By: [Signature]  
Its: Town Board Chair

By: [Signature]  
Its: Clerk

Date: 6/8/2020

## Shared Road Agreement Map

### North Sluetter Road (9<sup>th</sup> Ave. SW, Middle Portion)

- 5,650' Long, Avg. Width 22'
- Area ~ **124,300 square feet**
- **50%** Loon Lake Township (West half)
- **50%** City of Pequot Lakes (East half)

### 2020 – 2024 Scope and Description:

Summer – Loon Lake Township

Winter – City of Pequot Lakes

### Definitions of Maintenance Responsibilities:

Summer Maintenance: Grading to maintain proper slope and surface, mowing ditches to prevent tall weeds, shrub, and tree growth

Winter Maintenance: Plowing and sanding (in compliance with Snow Removal Policies)

Google Earth

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64th St-SW

168

Loon Lake Township

City of Pequot Lakes

