



AGENDA ITEM # 9.4

REPORT TO CITY COUNCIL

Report Prepared by: Jason Gorr – Public Works Director

Date: January 7, 2020

Subject: Public Works Services Joint Powers Agreements

Report: The City’s Public Works Services Joint Powers Agreements on our shared roads expired at the end of 2019. City Staff reviewed, discussed, clarified, and revised the attached Agreements. On December 5th, these Agreements were emailed to the shared jurisdictions consisting of the City of Jenkins, City of Nisswa, Ideal Township, Jenkins Township, and Loon Lake Township for their review. We noted that if they would like to schedule a meeting to discuss the revised Agreements, the City Administrator and I would be available to meet sometime during the week of December 16th. To date, we have received no requests for further discussion.

Council Action Requested: Council motion approving the 2020-2024 Public Works Services Joint Powers Agreements with the City of Jenkins, City of Nisswa, Ideal Township, Jenkins Township, and Loon Lake Township as presented.

**CITY OF PEQUOT LAKES AND CITY OF JENKINS
COUNTY OF CROW WING
STATE OF MINNESOTA**

PUBLIC WORKS SERVICES JOINT POWERS AGREEMENT

This Agreement is made between the City of Pequot Lakes (“Pequot Lakes”) and the City of Jenkins (“Jenkins”),

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

WHEREAS, Pequot Lakes and Jenkins agree to furnish road maintenance and repair services for Myers Road on the terms and conditions set forth herein;

NOW THEREFORE, it is agreed as follows:

- I. EFFECTIVE DATE:** This Agreement is made this 1st day of January 2020, and is effective upon adoption and execution by Pequot Lakes and Jenkins.
- II. PURPOSE:** The purpose of this Agreement is to provide the basis for and outline the terms and conditions upon which Pequot Lakes and Jenkins will exercise public works services within the boundaries of each city. Pequot Lakes and Jenkins hereby agree to provide public works services for each city and hereby engage each city 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 Jenkins 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 Jenkins agrees to assume all liability for Jenkins 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 Jenkins personnel or any agent or employee thereof. Jenkins 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 Jenkins under this Agreement.
4. Jenkins 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 Jenkins, its officers, employees, and agents against, indemnify and hold Jenkins harmless from any claim for damages resulting from the performance of the services by Pequot Lakes under this Agreement.
5. Pequot Lakes and Jenkins 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 Jenkins shall add the other party as an additional insured to its liability coverage for claims that may arise under this Agreement. Pequot Lakes and Jenkins 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:

MYERS ROAD – the East West gravel portion approximately 1/4 of a mile.

City of JenkinsSummer Maintenance (gravel portion)
City of Pequot LakesWinter Maintenance

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 city councils. 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 Map.
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 city 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

CITY OF JENKINS

By: _____
Its: Mayor

By: _____
Its: Mayor

By: _____
Its: City Administrator

By: _____
Its: City Clerk

Date: _____

Date: _____

Shared Road Agreement Map

Myers Road (YELLOW highlighted)

- Approximately 1,300' Long, Avg Width 22'
- Area ~ **28,600 square feet**
- **50% City of Jenkins** (North half)
- **50% City of Pequot Lakes** (South half)

City of Jenkins



City of Pequot Lakes



2020 – 2024 Scope and Description:

Summer – City of Jenkins (Gravel Portion)

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)

**CITY OF PEQUOT LAKES AND CITY OF NISSWA
COUNTY OF CROW WING
STATE OF MINNESOTA**

PUBLIC WORKS SERVICES JOINT POWERS AGREEMENT

This Agreement is made between the City of Pequot Lakes (“Pequot Lakes”) and the City of Nisswa (“Nisswa”),

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

WHEREAS, Pequot Lakes and Nisswa agree to furnish road maintenance and repair services for Wilderness Road and 9th Avenue SW on the terms and conditions set forth herein;

NOW THEREFORE, it is agreed as follows:

- I. EFFECTIVE DATE:** This Agreement is made this 1st day of January 2020, and is effective upon adoption and execution by Pequot Lakes and Nisswa.
- II. PURPOSE:** The purpose of this Agreement is to provide the basis for and outline the terms and conditions upon which Pequot Lakes and Nisswa will exercise public works services within the boundaries of each city. Pequot Lakes and Nisswa hereby agree to provide public works services for each city and hereby engage each city 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 Nisswa City Administrator 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 Nisswa agrees to assume all liability for Nisswa 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 Nisswa personnel or any agent or employee thereof. Nisswa 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 Nisswa under this Agreement.
4. Nisswa 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 Nisswa, its officers, employees, and agents against, indemnify and hold Nisswa harmless from any claim for damages resulting from the performance of the services by Pequot Lakes under this Agreement.
5. Pequot Lakes and Nisswa 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 Nisswa shall add the other party as an additional insured to its liability coverage for claims that may arise under this Agreement. Pequot Lakes and Nisswa 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:

WILDERNESS ROAD – The portion of County Road 107 which Crow Wing County has been turned back to the cities of Pequot Lakes and Nisswa

City of Pequot Lakes..... Winter Maintenance
City of Nisswa..... Summer Maintenance

9TH AVE SW – The south outlet onto County Road 29

City of Pequot Lakes..... Summer & Winter Maint.

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 city councils. 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 Map.
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 city 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

CITY OF NISSWA

By: _____
Its: Mayor

By: _____
Its: Mayor

By: _____
Its: City Administrator

By: _____
Its: City Administrator

Date: _____

Date: _____

Shared Road Agreement Map

Wilderness Road (shared portion highlighted in **YELLOW**)

- Approximately 2,150' Long, Avg. Width 22'
- Area ~ **47,300 square feet**
- **50%** City of Nisswa (South half)
- **50%** City of Pequot Lakes (North half)

9th Ave SW (S outlet onto 29, Highlighted in **YELLOW**)

- Approximately 200' Long, Avg Width 22', Area ~ **4,400 ft²**
- **100%** City of Nisswa

2020 – 2024 Scope and Description:

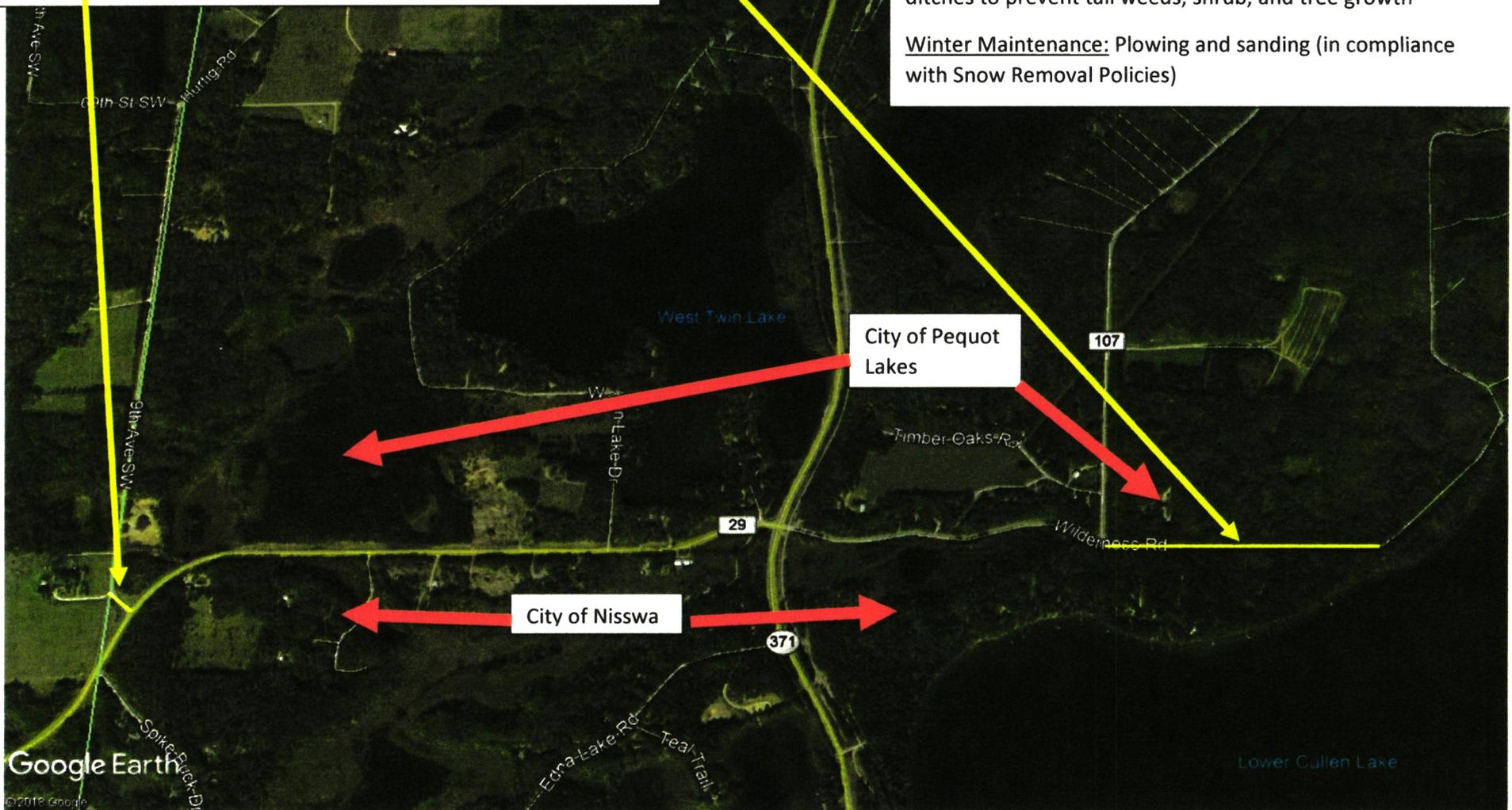
Wilderness Road: Summer – City of Nisswa / Winter – City of Pequot Lakes

9th Ave. SW (S Outlet onto 29): Summer / Winter – **City of Pequot Lakes**

Definitions of Maintenance Responsibilities:

Summer Maintenance: Gravel Portions - Grading to maintain proper slope and surface. Pavement - shouldering as needed and minor pavement maintenance (potholes). Mowing ditches to prevent tall weeds, shrub, and tree growth

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



**CITY OF PEQUOT LAKES AND IDEAL TOWNSHIP
COUNTY OF CROW WING
STATE OF MINNESOTA**

PUBLIC WORKS SERVICES JOINT POWERS AGREEMENT

This Agreement is made between the City of Pequot Lakes (“Pequot Lakes”) and Ideal Township (“Ideal”),

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

WHEREAS, Pequot Lakes and Ideal agree to furnish road maintenance and repair services for Wild Acres Road and Nelson Road on the terms and conditions set forth herein;

NOW THEREFORE, it is agreed as follows:

- I. EFFECTIVE DATE:** This Agreement is made this 1st day of January 2020, and is effective upon adoption and execution by Pequot Lakes and Ideal.
- II. PURPOSE:** The purpose of this Agreement is to provide the basis for and outline the terms and conditions upon which Pequot Lakes and Ideal will exercise public works services within the boundaries of the City and Township. Pequot Lakes and Ideal 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 City and Township. It is further agreed that the Ideal 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 Ideal agrees to assume all liability for Ideal 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 Ideal personnel or any agent or employee thereof. Ideal 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 Ideal under this Agreement.
4. Ideal 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 Ideal, its officers, employees, and agents against, indemnify and hold Ideal harmless from any claim for damages resulting from the performance of the services by Pequot Lakes under this Agreement.
5. Pequot Lakes and Ideal 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 Ideal shall add the other party as an additional insured to its liability coverage for claims that may arise under this Agreement. Pequot Lakes

and Ideal 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:

WILD ACRES ROAD

Ideal Township Summer & Winter Maint.

NELSON ROAD

Ideal Township Summer Maintenance
City of Pequot Lakes Winter Maintenance

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 pavement 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 Map.
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

IDEAL TOWNSHIP

By: _____
Its: Mayor

By: _____
Its: Town Board Chair

By: _____
Its: City Administrator

By: _____
Its: Clerk

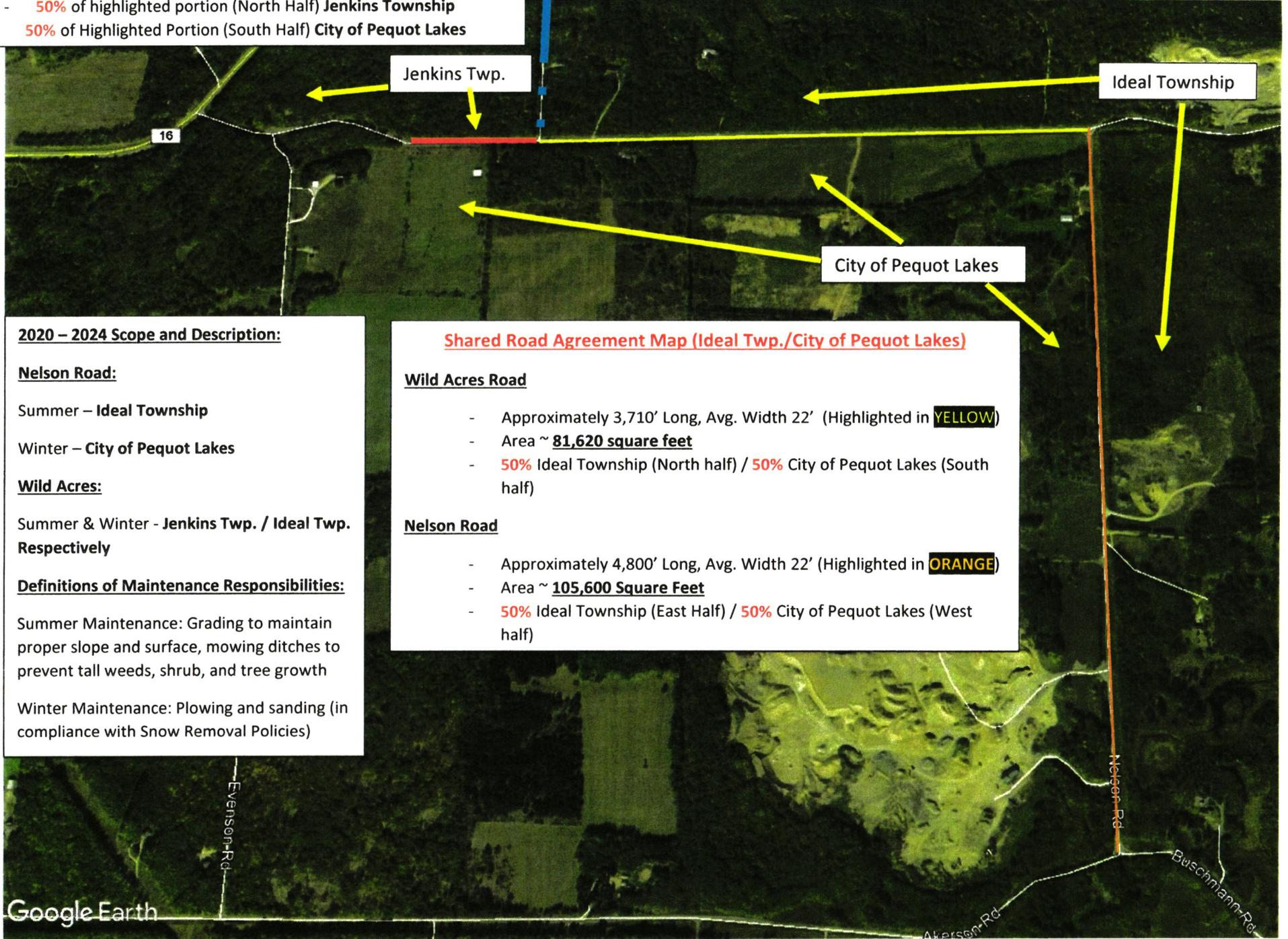
Date: _____

Date: _____

Shared Road Agreement Map (Jenkins Twp./City of Pequot Lakes)

Wild Acres Road (shared portion) – only what's highlighted in **RED**

- Approximately 900' Long, 22' Avg Width, Area ~ **19,800 Square Feet**
 - **50%** of highlighted portion (North Half) Jenkins Township
 - **50%** of Highlighted Portion (South Half) City of Pequot Lakes



2020 – 2024 Scope and Description:

Nelson Road:

Summer – Ideal Township

Winter – City of Pequot Lakes

Wild Acres:

Summer & Winter - Jenkins Twp. / Ideal Twp. Respectively

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)

Shared Road Agreement Map (Ideal Twp./City of Pequot Lakes)

Wild Acres Road

- Approximately 3,710' Long, Avg. Width 22' (Highlighted in **YELLOW**)
- Area ~ **81,620 square feet**
- **50%** Ideal Township (North half) / **50%** City of Pequot Lakes (South half)

Nelson Road

- Approximately 4,800' Long, Avg. Width 22' (Highlighted in **ORANGE**)
- Area ~ **105,600 Square Feet**
- **50%** Ideal Township (East Half) / **50%** City of Pequot Lakes (West half)

**CITY OF PEQUOT LAKES AND JENKINS TOWNSHIP
COUNTY OF CROW WING
STATE OF MINNESOTA**

PUBLIC WORKS SERVICES JOINT POWERS AGREEMENT

This Agreement is made between the City of Pequot Lakes (“Pequot Lakes”) and Jenkins Township (“Jenkins Township”),

WHEREAS, Pequot Lakes and Jenkins Township desire to obtain certain public works services from each governmental unit; and

WHEREAS, Pequot Lakes and Jenkins Township agree to furnish road maintenance and repair services for Wild Acres Road on the terms and conditions set forth herein;

NOW THEREFORE, it is agreed as follows:

- I. EFFECTIVE DATE:** This Agreement is made this 1st day of January 2020, and is effective upon adoption and execution by Pequot Lakes and Jenkins Township.
- II. PURPOSE:** The purpose of this Agreement is to provide the basis for and outline the terms and conditions upon which Pequot Lakes and Jenkins Township will exercise public works services within the boundaries of the City and Township. Pequot Lakes and Jenkins Township 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 City and Township. It is further agreed that the Jenkins Township 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 Jenkins Township agrees to assume all liability for Jenkins Township 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 Jenkins Township personnel or any agent or employee thereof. Jenkins Township 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 Jenkins Township under this Agreement.
4. Jenkins Township 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 Jenkins Township, its officers, employees, and agents against, indemnify and hold Jenkins Township harmless from any claim for damages resulting from the performance of the services by Pequot Lakes under this Agreement.
5. Pequot Lakes and Jenkins Township 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 Jenkins Township shall add the other party as an additional insured to its liability coverage for claims that may arise under this Agreement. Pequot Lakes and Jenkins Township 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:

WILD ACRES ROAD

Jenkins Township Summer & Winter Maint.

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 pavement 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 Map.
- 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

JENKINS TOWNSHIP

By: _____
Its: Mayor

By: _____
Its: Town Board Chair

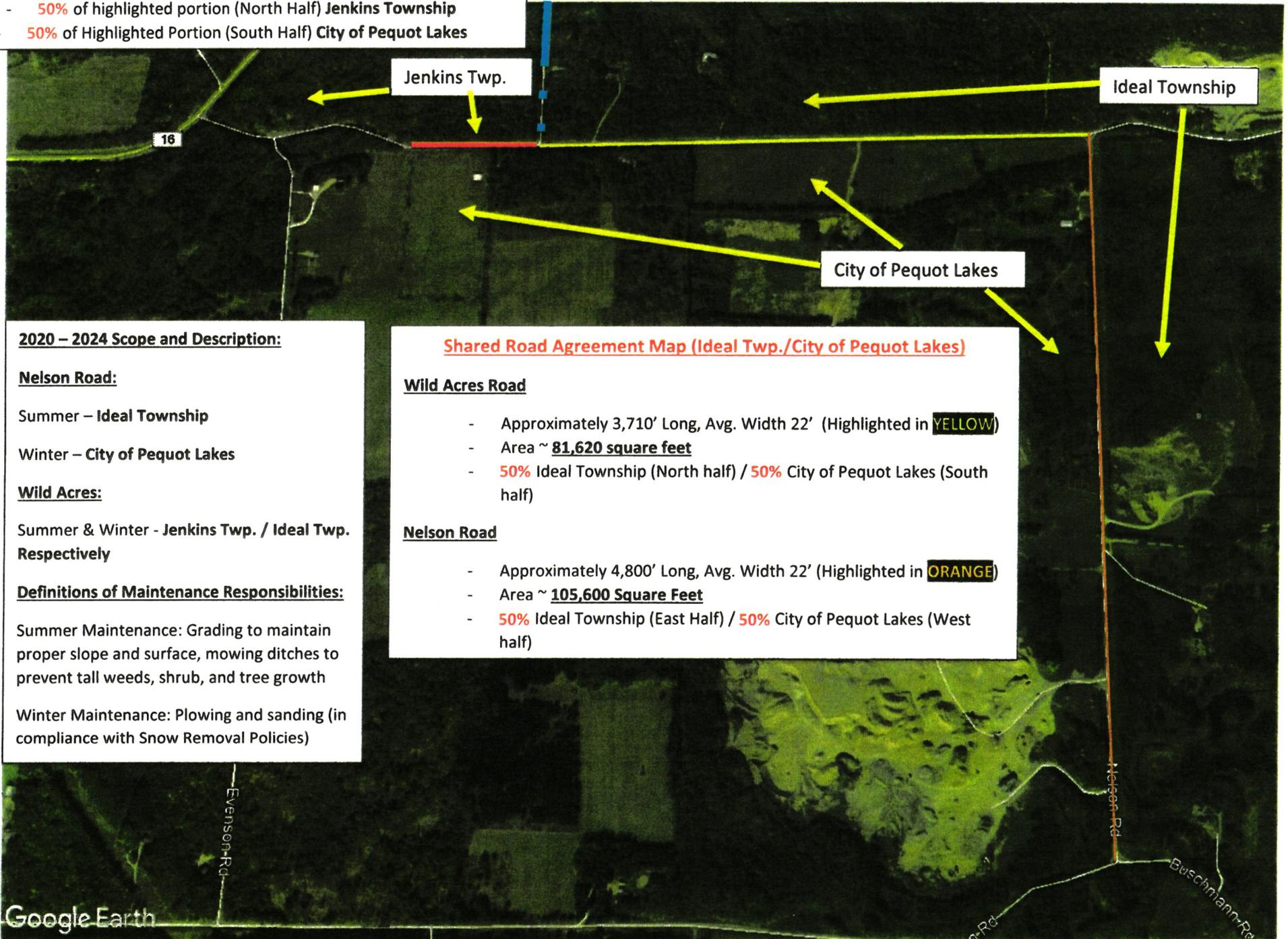
By: _____
Its: City Administrator
Date: _____

By: _____
Its: Clerk
Date: _____

Shared Road Agreement Map (Jenkins Twp./City of Pequot Lakes)

Wild Acres Road (shared portion) – only what's highlighted in **RED**

- Approximately 900' Long, 22' Avg Width, Area ~ **19,800 Square Feet**
 - **50%** of highlighted portion (North Half) Jenkins Township
 - **50%** of Highlighted Portion (South Half) City of Pequot Lakes



2020 – 2024 Scope and Description:

Nelson Road:

Summer – Ideal Township

Winter – City of Pequot Lakes

Wild Acres:

Summer & Winter - Jenkins Twp. / Ideal Twp. Respectively

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)

Shared Road Agreement Map (Ideal Twp./City of Pequot Lakes)

Wild Acres Road

- Approximately 3,710' Long, Avg. Width 22' (Highlighted in **YELLOW**)
- Area ~ **81,620 square feet**
- **50%** Ideal Township (North half) / **50%** City of Pequot Lakes (South half)

Nelson Road

- Approximately 4,800' Long, Avg. Width 22' (Highlighted in **ORANGE**)
- Area ~ **105,600 Square Feet**
- **50%** Ideal Township (East Half) / **50%** City of Pequot Lakes (West half)

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

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 9th Avenue SW (north and south portions), South Sluetter Road, 69th Street & 11th 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 1st 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:

9TH AVENUE SW – The north portion

Loon Lake Township	Winter Maintenance
City of Pequot Lakes	Summer Maintenance

9TH AVENUE SW – The south portion

Loon Lake Township	Winter Maintenance
City of Pequot Lakes	Summer Maintenance

SOUTH SLUETTER ROAD

Loon Lake Township	Summer and Winter Maintenance
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69TH STREET & 11TH AVENUE

City of Pequot Lakes	Summer and Winter Maintenance
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NORTH SLUETTER ROAD

City of Pequot Lakes	Summer & Winter Maintenance
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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

LOON LAKE TOWNSHIP

By: _____
 Its: Mayor

By: _____
 Its: Town Board Chair

By: _____
 Its: City Administrator

By: _____
 Its: Clerk

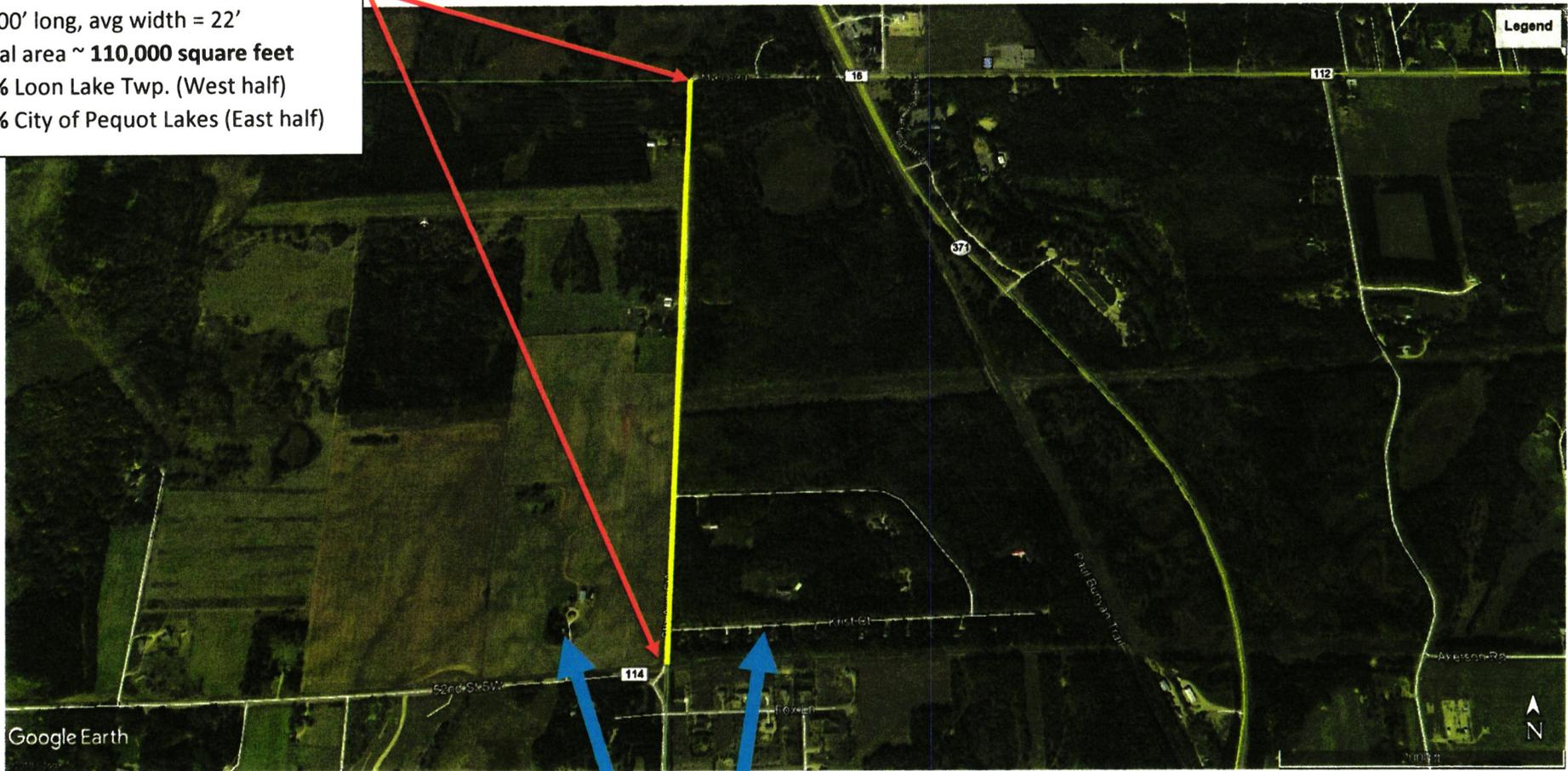
Date: _____

Date: _____

Shared Road Map

9th Ave SW (N Portion)

- 5,000' long, avg width = 22'
- Total area ~ 110,000 square feet
- 50% Loon Lake Twp. (West half)
- 50% City of Pequot Lakes (East half)



Loon Lake Township

City of Pequot Lakes

2020 – 2024 Scope and Description:

Summer – City of Pequot Lakes

Winter – Loon Lake Township

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)

Shared Road Agreement Map

9th Ave SW (South Portion, extending S of Hurtig Rd)

- 4,300' Long, Avg. Width 20'
- Area ~ **86,000 square feet**
- **50%** Loon Lake Township (West half)
- **50%** City of Pequot Lakes (East half)

Loon Lake Township

City of Pequot

2020 – 2024 Scope and Description:

Summer – City of Pequot Lakes

Winter – Loon Lake Township

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)

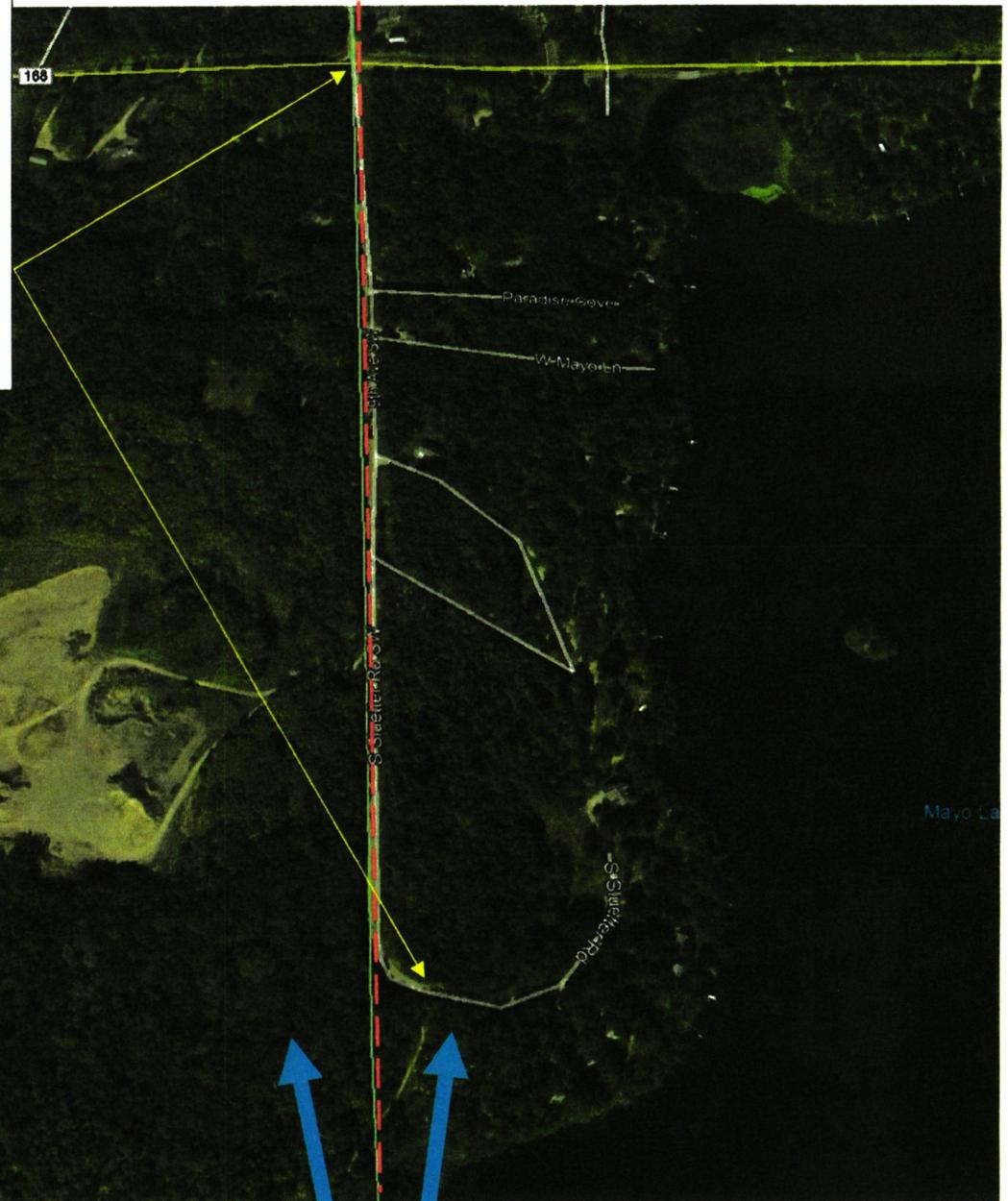
29

City of Nisswa

Shared Road Agreement

South Sluetter Road (middle portion of 9th Ave. SW)

- 3,620' total length, Avg width 22'
- Total Area ~ 79,640 Square Feet
 - **61% - City of Pequot Lakes**
 - *East Side of N/S red dashed line on map (designated as the center of this section of 9th Ave SW. Also include all remaining road as it curls SE including Cul-de-sac)*
 - **39% - Loon Lake Township**
 - *West Side of 9th Ave. SW*



2020 – 2024 Scope and Description:

Summer – Loon Lake Township

Winter – Loon Lake Township

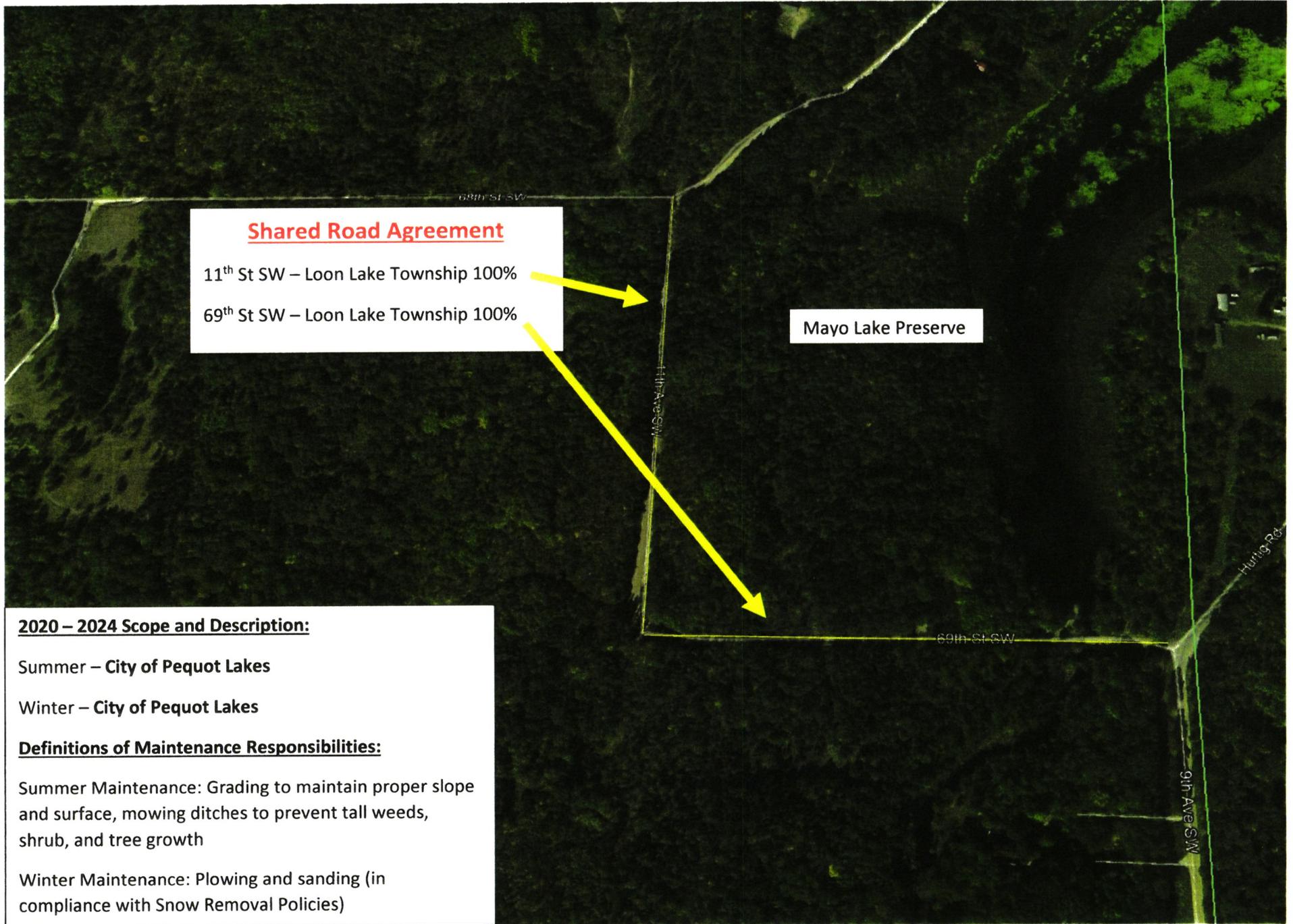
Definitions of Maintenance Responsibilities:

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)

Loon Lake Township

City of Pequot Lakes



Shared Road Agreement

11th St SW – Loon Lake Township 100%

69th St SW – Loon Lake Township 100%

Mayo Lake Preserve

2020 – 2024 Scope and Description:

Summer – City of Pequot Lakes

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)

Shared Road Agreement Map

North Sluetter Road (9th 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:

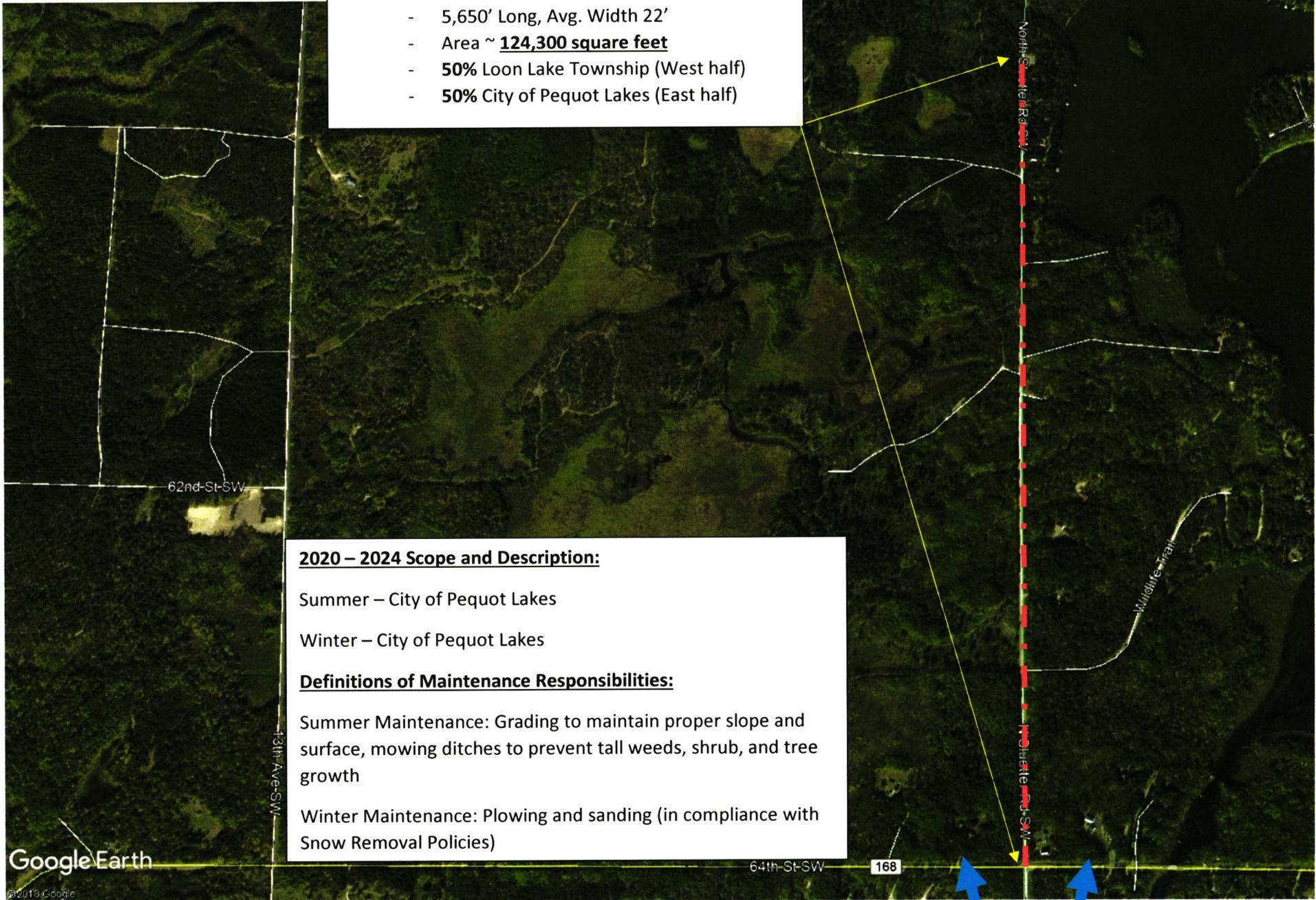
Summer – City of Pequot Lakes

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

©2013 Google

Loon Lake Township

City of Pequot Lakes

Shared Road Agreement Map

Sibley Lake Road - **Shared portion (RED DASHED)** – Length = 1800', Width = 20', Area ~ 36,000 Ft²

- 50% Loon Lake Township (West half)
- 50% City of Pequot Lakes (East half)
- Loon Lake Portion of Remainder (**BLUE SOLID**) - Length = 4,615', Width = 20', Area ~ 92,300 Ft²
- City of Pequot Lake Portion of Remainder (**YELLOW SOLID**) – Length = 2090', Width = 20', Area ~ 41,800 Ft²

