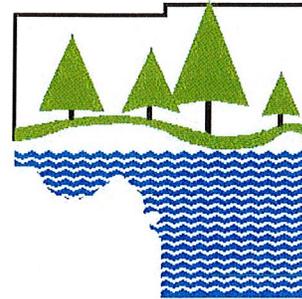


# ITASCA COUNTY

Transportation Department  
123 NE 4<sup>th</sup> Street, Courthouse  
Grand Rapids, MN 55744-2600  
Office (218) 327-2853 Fax (218) 327-0688



To: City Councils

From: Ryan Sutherland, PE Assistant County Engineer

Date: February 10th, 2021

Re: Annual Grading, Snowplowing and Dust Control Contract Renewal

RECEIVED

FEB 22 2021

CITY OF COLERAINE

Current contracts for grading, snowplowing, and dust control of City Roads by Itasca County are effective from May 1, 2020 through April 30, 2021.

The enclosed 2021/2022 Maintenance Contracts should be completed, approved and signed, should the County be chosen to provide the services indicated. Using the envelope provided, return **both copies** to the Itasca County Engineer's Office **by April 2<sup>nd</sup>, 2021** so that the Itasca County Board can approve the contracts at their April 27<sup>th</sup> County Board Meeting. A copy of the signed contract will then be returned to your City Clerk. **Please adhere to the April 2<sup>nd</sup>** date as the Itasca County Board has given direction that no service may be provided if there is no contract in place.

Please be reminded that Minnesota Statute 164.03 governs contracting with Itasca County. Thus, this contract may need to be on your agenda at your annual meeting each year.

Along with Attachment "A" (which indicates which roads and which services, we are currently under contract to maintain for you), we are providing a separate map for each service under contract. The reason for separate maps is to best indicate what portion of road is under contract to be maintained. For example: a TWP road is 3.00 miles in length and the TWP contracts for .65 miles of grading once per month and 3.00 miles of snowplowing, the separate maps better indicate maintenance contracted for. **Mark any changes/additions/deletions you may want to make to Attachment "A" in the comment section.** We will make changes as marked and provide you with updated Attachment "A" and maps when returning your Board approved contract. **Please Note: This contract is the only opportunity to sign up for dust control in cooperation with the County.** We use road names that reflect the name used for the 911 Emergency Programs. To help eliminate confusion, we ask that you refer to roads using only these names. Included in your packet is a copy of the Itasca County Snow Removal Policy which was last revised in 2014.

Please be advised that Itasca County continues to evaluate the cost to provide these services. If the data suggests that the cost to provide any of the services exceeds the current rates, notices will be mailed to townships mid-2020 to provide time for future budget adjustments or to search for another provider.

If there are any questions, please feel free to stop by our office or give me a call at (218) 327-2833.

## AGREEMENT FOR WORK ON CITY ROADS

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the County of Itasca, hereinafter referred to as the “County” or “Itasca County”, and the City of \_\_\_\_\_, hereinafter referred to as the “City”.

Whereas, pursuant to the laws of Minnesota, the governing body of any City may contract with Itasca County, in which the City is situated, for the use of County equipment and operators, for snow removal from, for the blading of, and for application of dust control materials on any or all City roads within the City.

Whereas, pursuant to the laws of Minnesota, the contract price to be paid by the City to Itasca County, shall not be less than the actual cost to the Transportation Department for the use of such equipment, operator, materials or contracted cost.

Now, wherefore, in consideration for such work the City agrees to pay Itasca County at the rates shown in Attachment “A”, for the said twelve-month period for snowplowing, grading and/or dust control application, subject to the following:

1. Term  
This Agreement for grading, snowplowing and/or dust control application shall commence on the first day of May 2021, and shall continue for a twelve (12) month period. This Agreement may be extended for additional twelve month periods upon the mutual consent of the Transportation Department and the City.
2. Termination  
Either party may cancel this Agreement upon Thirty (30) days notice, with or without cause. Notice shall be in writing served by mail or in person by the City to the Itasca County Engineer, and by the Transportation Department to the City Clerk. In the case of dust control, notice must be received by May 15 for the year of the agreement.
3. Employees  
Transportation Department employees performing the work on City roads as described in this Agreement shall be deemed Transportation Department employees for all purposes while so engaged. Dust control application shall be through an Itasca County contract.
4. Billing  
The City shall pay Itasca County upon receipt of invoice for services, snowplowing services are billed in January, grading services are billed in July, dust control services are billed in August.
5. Attachment “A”  
Attachment “A” shall be considered a part of this “Agreement for Work on City Roads” and shall provide the information as follows:
  - a.) Annual rates (per mile) for grading gravel roads once per month and twice per month. The annual rates will be set by Itasca County.
  - b.) Annual rate (per mile) for snowplowing. The annual rates will be set by Itasca County.
  - c.) Application rate (per mile, 18 foot width, single application) of dust control. The dust control rates will be based on supplier pricing for the Itasca County wide chloride application.
  - d.) City shall indicate which roads are included in this agreement, along with the length of each road.
  - e.) Maps of roads as required. Itasca County will provide maps of the Township roads as part of this agreement.

6. Time and Manner of Work

- A. The Transportation Department reserves the right to do the work described in this Agreement on City roads at such time and in such manner so as to not interfere with, nor delay, the work schedule of City roads. The Transportation Department has an obligation to provide services first to Itasca County Roads. As it is likely that the services provided herein may be also needed at more than one location at any time, it shall be at the sole discretion of the County highway Engineer or his designee to determine the allocation of resources available to provide services under this agreement. This determination shall be final. The City hereby absolves and agrees to indemnify and hold harmless Itasca County, its agents, servants or employees from any liability arising from such decisions.
- B. Snowplowing will not be performed before November 1<sup>st</sup>, or after March 31<sup>st</sup>; unless determined to be necessary by the District Maintenance Supervisor, the Highway Maintenance Engineer, or the County Highway Engineer.
- C. Snowplowing for emergency situations will only be performed when the Sheriff's Office makes the request. For emergencies, call 911.

7. Unavoidable Delays

Itasca County shall not be held liable in accordance with this contract for unavoidable delays. Unavoidable delays can include delays which were beyond the power of Itasca County to control, with no fault or negligence on its part. Such delays can include acts of nature, i.e. severely inclement weather, floods, tornadoes and strikes.

8. Special Covenants

- A. City covenants that each road identified in attachment "A", is a public highway which is open for public use, and which is subject to the jurisdiction and control of the City.
- B. For each road identified in attachment "A", the City shall
  - i. Erect and maintain appropriate signs at the point of termination of each road identified in attachment "A".
  - ii. Provide a suitable turnaround site as close to the point of termination of said road as practical. The location and size of the turnaround space shall be subject to approval by the Itasca County Engineer in his/her exclusive discretion.
- C. City covenants that any and all necessary consents have been obtained and remain in effect enabling entry of Itasca County equipment to land beyond the point of termination of any road identified in attachment "A", where such entry is necessary to reach the designated turnaround area.
- D. City shall defend, indemnify, and save Itasca County harmless from any and all claims, demands and judgments based upon, right of way claims or arising under Minnesota Statute 160.05, with respect to any road identified in attachment "A", and further including any turnaround area and road leading thereto beyond the designated termination point of road.
- E. Nothing herein shall alter, limit, or diminish the duties and responsibilities of the Township with respect to the roads identified in attachment "A".

9. Indemnification and Hold Harmless

Except as otherwise set forth above in sections 6 and 8 each party shall fully indemnify and hold harmless the other against all claims losses, damages, liability, suits, judgments, costs and expenses by reason of the action, inaction, errors, omissions, or negligence of its employees. This agreement to indemnify and hold harmless does not constitute a waiver by either party of the limitations on liability provided by Minnesota Statutes Chapter 466 or of any defenses or governmental immunities as to third parties. Each party is responsible to maintain liability insurance in at least the amount of its maximum liability under Minnesota Statutes Chapter 466.

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single government unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, Subd. 1a; provided further that for purposes of the statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

IN WITNESS WHEREOF, the parties hereunto have each caused this Agreement to be executed by their respective officers, hereby duly authorized, as of the date and year first above written.

I have reviewed the foregoing Agreement and I recommend that the Itasca County Board approve the same.

By: \_\_\_\_\_  
**Itasca County Highway Engineer**

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

**APPROVAL BY COUNTY OF ITASCA**

\_\_\_\_\_  
County Board Chairperson

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

APPROVAL BY CITY OF \_\_\_\_\_

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

City Council Member

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

City Council Member

Motion Passed:

\_\_\_\_\_  
City Mayor

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

I, the undersigned, am the duly appointed Clerk or Deputy Clerk of the above referenced unit of government and attest that on the above referenced date, at a duly convened meeting of the Board, a resolution was duly adopted by the Board approving the agreement set forth above.

By: \_\_\_\_\_  
**Clerk/Deputy Clerk  
Itasca County Board**

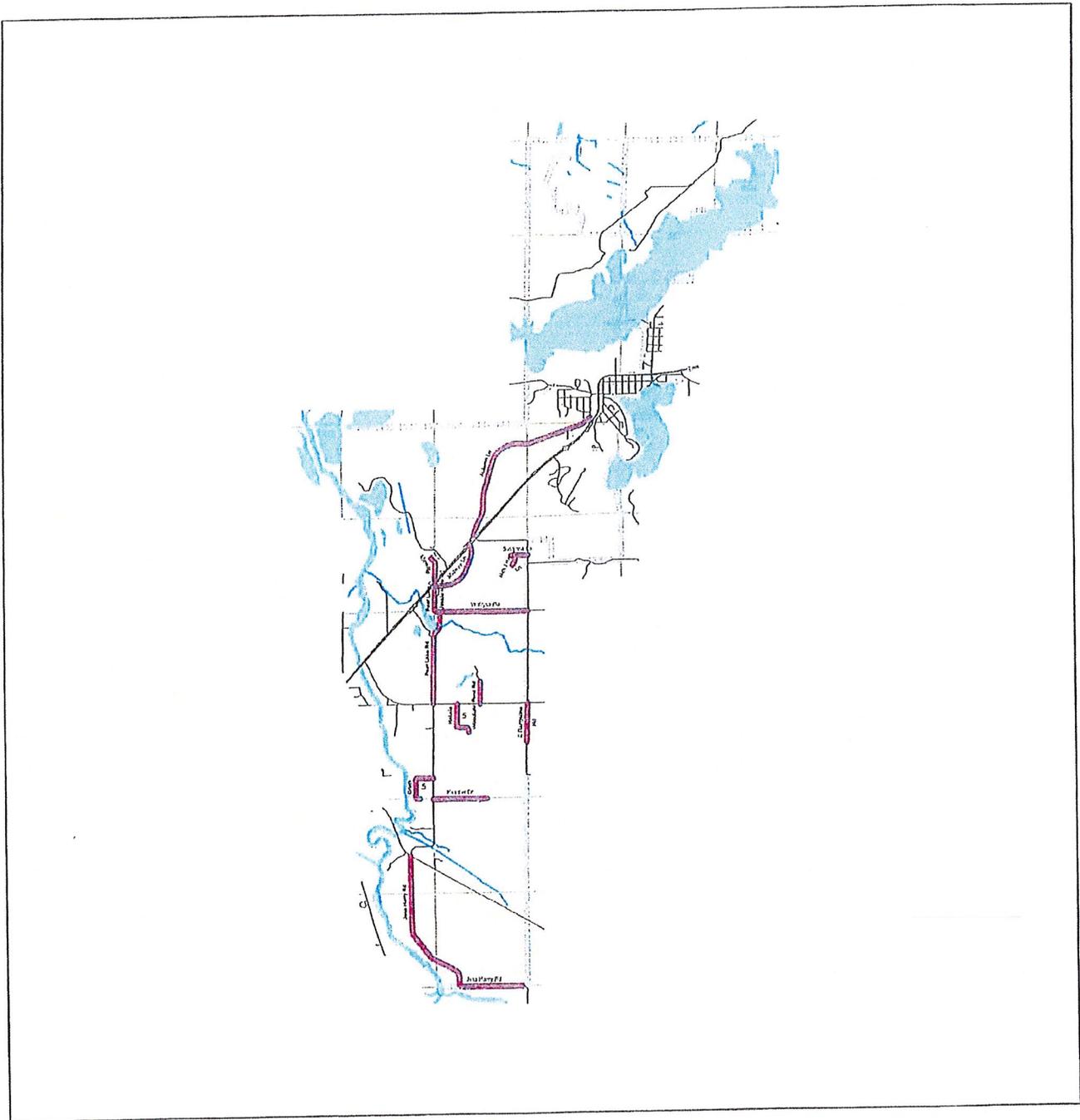
By: \_\_\_\_\_  
**Clerk/Deputy Clerk  
City**

Your City is currently under contract with Itasca County for the services shown below. This contract expires **April 30th, 2021**. Your City must authorize continuance of this contract for the period **May 1, 2021 to April 30th, 2022**. If there are changes, please note them in the comments section and we will adjust new contract. Rates for 2021 Grading are: \$700/Mile for one trip per month; and \$1400/Mile for two trips per month. Rates for 2021-2022 Snowplowing is: \$700/Mile. **Estimated rate** for 2021 Dust Control: \$2100/Mile (18 foot width, single application). **Final rate** for 2020 Dust Control will be determined by contract between Itasca County/Supplier and will include grading to prepare road for application.

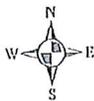
### CITY OF COLERAINE - Attachment "A"

	Road Name	length of road	grading once	grading twice	snowplowing	dust control	Comments
		miles	miles	miles	miles	miles	
1	Brock Lane	0.400			0.400		
2	Autumn Lane	1.300			1.300		Formerly CR 440, updated 2/7/2019
3	East Rangeline Rd.**	0.400					Shared Road .4/City of Coleraine, .4/Trout Lake TWP
4	Hakala Lane	0.400			0.400		
4	Hoopman Drive	0.250					Removed in 2018
5	Jess Harry Road	2.300			2.300		
6	Jessie Mine Road	0.300			0.300		
8	Kessler Drive	0.600			0.600		
9	Midway Lane	0.650			0.650		
10	Nick Lane	0.140			0.140		
11	Pear Lake Road	1.350			1.350		
12	Susanna Lane	0.200			0.200		
13	West Wyss Lane	0.950			0.950		
14	Woodland Pond Rd.	0.250			0.250		
15							
16							
17							
18							**East Rangeline Rd. is not currently under contract with County for maintenance.
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							
32							
Totals-		9.490	0.000	0.000	8.840	0.000	last updated: February 7, 2019

# City Of Coleraine



0.429505 Miles



## Township Road Maintenance Snow Plowing Last Updated: 2/07/2019

**Legend**

- Roads Snowplowed Under Contract
- All Other Roads
- Section Lines
- Lakes
- Rivers
- City Limits

Geographic Information System  
"Decision support through information"

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This report is a compilation of data from different sources with varying degrees of accuracy and requires a qualified professional to verify.

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ITASCA COUNTY Maintenance Contracts / Township Maintenance Agreement Maps 2019-2020 Maps