

TOWNSHIP ROAD MAINTENANCE AGREEMENT MAINE PRAIRIE TOWNSHIP/CITY OF ROCKVILLE

This agreement is entered into this 1st day of June, 2009 between the Town of Maine Prairie, located within Stearns County (hereinafter referred to as Township), and the City of Rockville located within Stearns County (hereinafter referred to as the City).

It is hereby agreed that:

DEFINITION:

Minor Maintenance/Repair, not to exceed \$5,000.00, shall include: Snow removal, Signing, including identification, traffic and hazards, Mowing of ditch right of way, and adding gravel with both parties paying ½ the cost.

Major Projects, over \$5,000.00, shall include: Seal Coating, Overlay, Crack Sealing and reconstruction of said road (s) with each entity notifying the other entity a year in advance for proper budgeting and further with each entity ½ the cost.

1. **Additional Services:** City may, at the request of the Township, perform the following additional services:
 - a. Installation of additional guide signs, providing the signs conform to Minnesota Manual of Uniformed Traffic control Devices (MN MUTCD).
2. **Payment:** For the services provided hereunder, Township shall pay the City the following:
 - a. **Basic Services:** For the **basic services of snow plowing at the rate of \$ 92.00 per hour**. Payment shall be made in one annual installment and is due no later than December 1st of the year the services are provided. A detailed bill shall be presented to the Township at least 30 days before the due date.
3. **Payment:** For the services provided hereunder, City shall pay the Township the following:
 - a. **Basic Services:** For ½ the cost of gravel and hauling of gravel. Payment shall be made in one annual installment and is due no later than December 1st of the year the services are provided. A detailed bill shall be presented to the City at least 30 days before the due date.
4. **Described City/Township miles:** The shared roads with Maine Prairie Township/City of Rockville are described as: 1.5 miles of 210th street, 2,038 feet of bituminous on Grand Lake Road and 2,586 feet of gravel on Grand Lake Road, and 450 feet of Rausch Lake Road.

5. **Road Responsibility for each road:**
 - a. **210th Street** – Snow removal by the City in a timely fashion with township paying ½ the cost. Minor maintenance/repair such as pot hole repair and ditch mowing with township paying ½ the cost. Any major expense such as seal coating, overlay, crack sealing, reconstruction must be discussed with each entity a year in advance for proper budgeting.
 - b. **Grand Lake Road** - Snow removal on 2,038 feet of shared bituminous by the City in a timely fashion. Snow removal on 2,586 of shared gravel roadway by the township in a timely fashion. Both entities will split the cost of minor maintenance/repair. City will mow the ditch on bituminous portion and Township will mow the ditch on the gravel portion. Township will gravel and blade 2,586 feet with the city spitting the cost of gravel lay.
 - c. **Rausch Lake Road** – City will maintain the 450 feet of roadway year round. Any major expense such as seal coating, overlay, crack sealing, reconstruction must be discussed with each entity a year in advance for proper budgeting.

6. **Indemnification:** Each entity shall be liable for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. Each entity agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorneys fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance or failure to adequately perform its obligations pursuant to this contract. Liability limits shall be accord with the minimums specified in Minn Stat. Ch. 466 or its successors and nothing herein shall constitute a waiver by either party of said limitations or exceptions to liability.

7. **Term of Agreement:** This agreement shall commence on the effective date above written and shall be effective for one year. Thereafter, this agreement shall automatically renew for successive one year periods on the same terms and conditions unless, at least 60 days prior to expiration, either party provides written notice to the other of intent to terminate or amend it provisions.

Maine Prairie Township

City of Rockville

By: _____
Chairman

By: _____
Mayor

Township resolution authorizing the execution of this agreement approved by the Township Supervisors on a vote of ____ in favor and ____ against on the ____ day of _____, 2009.

Township Clerk

City resolution authorizing the execution of this agreement approved by the City Council on a vote of ____ in favor and ____ against on the ____ day of _____, 2009.

City Clerk