

RES-2015-030

AGREEMENT FOR THE EXCHANGE OF SNOW REMOVAL MAINTENANCE RESPONSIBILITIES FOR CERTAIN TOWNSHIP ROADS ALONG THE CLEAR LAKE-PALMER TOWN LINE

This agreement is hereby entered into by and between the Town Board of Supervisors of Clear Lake Township and the Town Board of Supervisors of Palmer Township, Sherburne County, Minnesota.

WHEREAS, the 93 rd. Ave. lies within Clear Lake Township, and

WHEREAS, 93rd Ave. also lies within Palmer Township

WHEREAS, 67th Street lies within Clear Lake Township, and

WHEREAS, 67th Street also lies within Palmer Township

NOW THEREFORE, BE IT RESOLVED, in consideration of mutual commitments and benefits that each party shall derive here from, Clear Lake Township and Palmer Township agree to exchange snow removal maintenance responsibilities as follows:

Said 93rd Ave. located west of Big Elk Lake and running in both Clear Lake Township and Palmer Township will be maintained by Palmer Township forces.

Said 67 th Street located west of Big Elk Lake running in both Clear Lake Township and Palmer Township will be maintained by Palmer Township forces.

Said 67th Street located east of Big Elk Lake and situated on the borders of Clear Lake Township and Palmer Township, running from County Road # 53 to Big Elk Lake, shall be maintained by the Clear Lake Township forces.



BE IT FURTHER RESOLVED, that each Township shall be responsible for periodic inspections and maintenance of the embankment, roadway surfacing, shouldering, signage, drainage features and vegetation for their respective roads.

AND, BE IT FURTHER RESOLVED, that a Township proposing to initiate repairs and/or construction activities wherein cost sharing between the Townships is anticipated, shall notify and obtain approval from the other Township prior to performing the work. If the Townships do not agree to the need, scope or other aspects of the proposed activity, the advice of an Engineer shall be sought. Any costs associated with obtaining said advice shall be shared equally by the Townships.

AND, BE IT FURTHER RESOLVED, should any disagreements arise regarding the provisions of this agreement and the parties are not able to resolve the dispute, the issue will be submitted to the County Board for a determination of resolution pursuant to Minn. Statute §164.12, subd. 6.

AND, BE IT FURTHER RESOLVED, that any alterations, amendments, deletions or waivers of the provisions of this agreement shall be valid only when duly endorsed by each Township.

AND, BE IT FURTHER RESOLVED, that the entire agreement of the parties is contained herein and that this agreement supersedes all previous oral agreements and negotiations between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of this
25th day of November, 2006.

Clear Lake Township

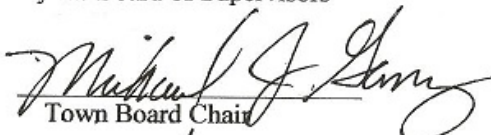
By the Board of Supervisors


Town Board Chair

Attest: 
Town Clerk

Palmer Township

By the Board of Supervisors


Town Board Chair

Attest: 
Town Clerk