

SYLVAN TOWNSHIP
CASS COUNTY, MN

NOTICE

SEALED BIDS FOR ROAD MAINTENANCE 2025-2026

The Sylvan Town Board of Supervisors is requesting sealed bids for the annual Road Maintenance contract located in Sylvan Township, Cass County, Minnesota, USA.

Bid specifications and conditions may be obtained from the Township Clerk by appointment, during the hours of 8:00am – 2:30pm Monday through Friday at Sylvan Town Hall. Bid documents will also be available on the Township website:

www.sylvantwp.com and written requests can be made to the following address:
Sylvan Township, 12956 24th Ave SW, Pillager, MN 56473 or clerk@sylvantwp.com

Sealed bids must be received at the Sylvan Town Hall by 6:30 pm on Thursday, March 20th, 2025. Bids will be opened at that time and bids must be accompanied with a five per-cent (5%) bid bond based on \$100,000.

Jenna Ruggles, Clerk / Treasurer
By order of the Sylvan Board of Supervisors



Sylvan Township

12956 24th Avenue SW, Pillager, MN 56473

phone: (218) 746-3652 / fax: (218) 746-3612 / e-mail: info@sylvantwp.com

Web-site: www.sylvantwp.com

2025-2026 ROAD MAINTENANCE CONTRACT

Agreement between Sylvan Township and _____.

This agreement is dated Thursday, March 20, 2025 by and between Sylvan Township, hereinafter referred to as "TOWNSHIP" and _____, hereinafter referred to as "CONTRACTOR".

CONTRACTOR has reviewed the bid packet of documents and standards per TOWNSHIP as well as all and any other relevant documents listed in the said documents contained within the bid packet describing road work services to be completed based upon bid prices as applied to the work to be performed and accepted. Said bid prices shall remain in effect for the term of this Agreement.

Any deviation from the bid price or any substantial increase (more than 5% of the total contract amount) in the total amount of this contract must be submitted to TOWNSHIP with all proper documentation justifying the proposed change, and approval of the Township Board of Supervisors in writing and must be received prior to commencement of any such work.

TOWNSHIP and CONTRACTOR agree to the following for the purpose of this contract. To maintain and repair said roads in Sylvan Township from May 1st, 2025 through April 30th, 2026.

DESCRIPTION OF SERVICES:

CONTRACTOR will complete all services as described in Exhibits A & B unless weather prohibits completion; then by a mutually agreed upon date in writing with TOWNSHIP.

Exhibit A: General Instructions | Terms & Conditions

Exhibit B: Road Maintenance Policy

Exhibit C: Sylvan Work Order

Exhibit D: Township Road Map

BONDS: CONTRACTOR shall provide bonds consistent with Minnesota Statute 574.27 and a performance and payment bond consistent with Minnesota Statute 574.26 and provided on bond documents AIA 310 and AIA Document 312 (2010 Edition) or a form equivalent. CONTRACTOR may not begin work on this contract until they file the Performance and Payment Bonds and Certificate of Insurance with Sylvan Township Clerk.

INSURANCE: CONTRACTOR will provide the following insurances: General liability in the amount of \$1,500,000.00 or more with products and completed operations of \$1,500,000.00. In addition, CONTRACTOR will provide insurance documentation for Worker's Compensation, which is to be placed

on file with TOWNSHIP prior to initiation of services. Notification must be made to TOWNSHIP of any lapse of coverage by CONTRACTOR'S insurance company.

PERMITS: TOWNSHIP shall secure all permits where necessary and identified by CONTRACTOR.

MISCELLANEOUS PROVISIONS:

- CONTRACTOR shall be an independent contractor and is not an employee, partner, associate, agent, or joint venture with TOWNSHIP.
- CONTRACTOR shall comply with all federal, state, or municipal regulations or laws, any and all where apply, including but not limited to, the Fair Labor Standards Act, the Wage and Hours Law, the Occupational Safety and Health Act and Equal Opportunity Laws.
- CONTRACTOR shall indemnify and hold TOWNSHIP harmless from any claims, penalties, expenses or liabilities of any nature, type or description in any way related to the services to be performed under this contract for TOWNSHIP.
- This agreement between CONTRACTOR and TOWNSHIP may not be sublet, assigned, or otherwise modified without prior written consent of TOWNSHIP.
- TOWNSHIP agrees that the undersigned CONTRACTOR shall have control of method, hours worked, time and manner of performance of services to be performed hereunder. TOWNSHIP reserves the right only to set service deadlines and to inspect job sites for the sole purpose of insuring that the end result will be or has been accomplished.
- TOWNSHIP takes no responsibility for supervision or direction of the performance of any services to be performed by the undersigned CONTRACTOR or of his employees or subcontractors. TOWNSHIP further agrees that it will exercise no control over the selection and dismissal of CONTRACTOR'S employees.
- CONTRACTOR takes full responsibility for supervision and direction of the performance of any services to be performed under this contract, whether by CONTRACTOR, his/her employees, or subcontractors. CONTRACTOR will exercise full control over selection and dismissal of employees or subcontractors. In the event that CONTRACTOR utilizes a subcontractor to perform any work set forth in this Agreement, CONTRACTOR agrees to bind every subcontractor by the terms of these Contract documents. This contract shall not be construed as creating any contractual relationship between any Subcontractor and TOWNSHIP.
- In an effort to resolve any conflicts that arise out of the services under the Agreement, all disputes between TOWNSHIP and CONTRACTOR arising out of or relating to this Agreement shall be submitted to non-binding mediation prior to commencing arbitration or litigation. Unless TOWNSHIP and CONTRACTOR mutually agree otherwise, all claims, disputes, and other matters in question arising out of, or relating to this Agreement which are not resolved by mediation and where the amount in controversy is less than \$200,000.00, shall be decided by binding arbitration in accordance with the then most current Construction Industry Rules of the American Arbitration Association. In the event of litigation or arbitration arising from or related to the services provided under the Agreement, the prevailing party is entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other related expenses. If CONTRACTOR or TOWNSHIP intends to assert a claim against the other as a result of a dispute with a third party, the claiming party shall notify the other party as soon as possible and in any event prior to resolving the dispute with the third party.

- CONTRACTOR shall maintain access to all Pillager Area Fire Department’s underground water holding tanks in Sylvan Township to allow for access to the valves.
 1. Oakridge Road – off County Rd. #36
 2. Harrison Drive/Widmark Ln. – off County Rd. #18
 3. Upper Sylvan Road & West Lake Rd. Road – by the townhouses

PAYMENT TERMS: TOWNSHIP requires itemized statements with corresponding work order numbers which includes a description with the name of roads and the services performed, be submitted monthly and when necessary, accompanied by any other supporting documents. Refer to #11 in Exhibit A.

CHANGES OR AMENDMENTS: Any changes or amendments to the agreement as stated must be in writing and signed by both parties.

EXPIRATION: If by March 15, 2026, and if it is mutually agreed upon by both parties, CONTRACTOR and TOWNSHIP), the terms and conditions of this contract may be extended without going into another bid up to 2 years (reviewed each year).

QUALIFICATIONS/LICENSER: CONTRACTOR must provide evidence to TOWNSHIP of CONTRACTOR’S qualification to do business in the State of Minnesota.

- Federal Employer Identification Number
- CDL License Number
- CDL Certification

SUCCESSORS AND ASSIGNS: This Agreement and all of the covenants hereof attached shall inure to the benefit of and be binding upon TOWNSHIP and CONTRACTOR respectively and their partners, successors, assigners and legal representatives. Neither TOWNSHIP nor CONTRACTOR shall have the right to assign, transfer or sublet their interest or obligations hereunder without written consent from the other party.

DAMAGES: The Township may require CONTRACTOR, at their sole expense, to fix or repair any damage that was caused by Contractor error during execution of town maintenance. This would include, but is not limited to asphalt repair, shoulder restoration, mailbox and sign repair, damage to personal property.

REPERFORMANCE: TOWNSHIP may require CONTRACTOR at their sole expense, to reperform any items of work provided for in this agreement that do not meet the established specifications, standards, or TOWNSHIP directives.

ATTENDANCE REQUIREMENT: CONTRACTOR shall appear at one of the scheduled monthly Township Board meetings and report on progress under this agreement. In the event that there is any proposed change from the terms and conditions of this contract, or any condition or situation that should be brought to the attention of the Township Board of Supervisors, CONTRACTOR shall provide all necessary material for the Township Board to make an informed decision in the matter prior to the Township Board meeting.

AGREEMENT: This Agreement, with attached exhibits, is the final Agreement and will supersede any and all previous written or oral contracts.

IN WITNESS THEREOF, Sylvan Township and _____
cause this agreement to be signed by appointed designees and is attested to all on the day and
year signed herein below:

ATTEST: SYLVAN TOWNSHIP

CHAIRPERSON, SYLVAN TOWNSHIP

CLERK, SYLVAN TOWNSHIP

DATE: _____

BY: (CONTRACTOR'S COMPANY)

OWNER(s): _____

DATE: _____

SYLVAN TOWNSHIP BID PROPOSAL FORM

The contractor has reviewed all necessary and relevant documents available for Sylvan Township and the documents contained herein in this bid package. Based upon this information, Contractor is submitting a bid for the work to be completed, based upon bid prices, as applied to the work to be performed and accepted. Said bid prices shall remain in effect for the term of this contract period.

Contractor agrees to furnish all necessary labor, material, equipment, tools, and services necessary to perform and complete, in a workmanlike manner, all work required for completion as set forth in the bid proposal, which is attached hereto and herein incorporated by reference.

Prior years records can be viewed by contacting the Sylvan Township Clerk during regular office hours at phone number: (218) 746-3652 or at clerk@sylvantwp.com.

Estimated Items

<u>Description</u>	<u>Hourly Rate</u>	<u>Make --Model</u>	<u>Year</u>
1. Grader – Blading			
2. Grader – Snow Plowing			
3. Snowplowing Truck (10cy) (2) trucks required <i>(3rd truck might be needed for major snow event)</i>			
4. Truck – Hauling (10cy)			
5. Bulldozer			
6. Skid Steer Loader (Bobcat)			
7. Loader			
8. 4x4 Pick-up w/ Plow			
9. Backhoe			
10. Belly Dump			
11. Ride-on-Highway Sweeper			

12. Ditch Mower			
13. Excavator			
14. Mini Excavator			
15. Truck – w/ Chipper			
16. Skid Steer – w/ Brush Hog			
17. Skid Steer w/ Broom			
18. Roller			
19. Crack Sealing (equipment)			

Crack Sealing (material): _____

Laborer – Hourly Rate: _____

Foreman – Hourly Rate: _____

Hand Brushing (includes Chainsaw) – Hourly Rate: _____

Please list any backup equipment/employees available anytime for snow plowing & grading:

Describe what response time in an emergency can be provided to Sylvan Township:

References - Name & Phone Number:

1. _____
2. _____
3. _____

In submitting this Bid, it is understood that the right is reserved by the Sylvan Town Board of Supervisors to reject any or all bids and to waive any informality or irregularity in Bids. Further, it is understood that, if this Proposal is accepted and notice of the acceptance is made (either verbal or written) within ten days (10 days) after the contract is presented to the undersigned for signature, such contract shall be executed and delivered to the Town.

TOWN RECOGNIZES THAT IT SOLICITS BIDS HEREBY IN TERMS OF UNIT PRICE PER HOUR, THAT WEATHER AND ROAD CONDITIONS WILL VARY AND CANNOT BE PREDICTED WITH CERTAINTY, AND THAT AN ESTIMATE OF THE TOTAL COST TO TOWN OF THE CONTRACT IS SPECULATIVE.

1. Name & Telephone number of contact persons:

a. Regular Business Hours: call _____ at _____

b. After Regular Business Hours: call _____ at _____

c. Emergency Calls: call _____ at _____

2. Any Comments: _____

Name of Bidder(s)

Address of Bidder

Signature of Bidder(s)

Title and/or Position(s)

DATE: _____



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GENERAL INSTRUCTIONS | TERMS & CONDITIONS **Exhibit A**

Qualifications of Bidders

Each bid must provide evidence of Bidder's qualifications to do business in the State of Minnesota, holds or has a federal employer identification number, CDL licensures, and certification.

Bid Documents

1. Bidders are hereby furnished with a complete set of bid documents, a Bid form, and any Addenda attachments. All bids must be submitted on the Bid Proposal form and signed.
2. A completed and executed copy of the Bid must be submitted in a sealed envelope clearly labeled. "Bid Documents" signed with name and address and addressed to Sylvan Township. When sent by mail, preferably certified, the sealed bid marked as indicated above, should be enclosed in an additional envelope. No bid will be considered unless filed on or before 10:00 AM, Thursday, March 20th, 2025. "Filed" means received and date stamped by the Sylvan Township Clerk/Treasurer.
3. Each Bidder, by making a Bid, represents that they have read and understand the Bidding Documents, that a Bid is made in accordance therewith and that a Bid is in substantial compliance with the Bidding Documents.
4. A Bidder shall promptly notify Sylvan Township of any ambiguity, inconsistency, or error, which they may discover upon examination of the Bidding Documents. It is the responsibility of each Bidder before submitting their Bid, to visit the roads and to become familiar with the local conditions that may affect cost, progress, performance or finishing of the services. Bidders should rely on their own field data for actual bidding purposes.
No Bid may be withdrawn within thirty (30) days after the scheduled closing time for receipt of Bids, without the consent of the Township.
5. Bids containing any alterations of form, additions or conditions not called for, or bids otherwise irregular, will be considered non-responsive and may be rejected. The Township Board of Supervisors reserves the right to reject any or all bids, to waive technicalities as to changes, alterations, or reservations, and to make the bid award in the best interest of the Township.

Award of Contract

1. Formal Agreement. No contract is binding upon the Township until it has been executed by the authorized officials of the Township, approved by the Township Board of Supervisors, and delivered in final, executed form to the Contractor.

2. Failure to comply with any of the requirements of these specifications, or the failure of the Contractor to execute a contract within fourteen (14) days after mailing, as specified, shall at the option of the Township, be just cause for the annulment of the award. The award may then be made to the next best-qualified bidder. Services shall be performed consistent with the Township’s Road Standard Specifications, as well as acceptable industry standards, based on reasonable opinion and engineering judgment.

3. Contractor shall indemnify and hold Township harmless from any claims, penalties, expenses, or liabilities for recovery of damages as a result of Contractor’s acts or omissions or arising out of the services of Contractor hereunder.

Insurances

1. Before commencing services with the Township, Contractor will furnish Sylvan Township with all necessary certificates of insurance, in amounts which comply with State minimum statutory requirements and showing the Township as an additional insured and that said insurances are currently in force.

2. Required insurances will protect the Contractor and Sylvan Township from all claims under the Worker’s Compensation Acts, from liability and claims for damages because of bodily injury, death, property damage, sickness, disease, losses, and expenses arising from the operations or because of this contract, whether caused by himself/herself or by any subcontractor or anyone directly or indirectly employed by either of them.

3. Upon awarding of bid and commencement of the road maintenance contract, the following insurance coverage will be required:

a. Worker’s Compensation

b. Contractor’s Public Liability and Property Damage including Products and Completed Operations in the following amounts:

Bodily Injury	Each Occurrence/Person	\$ 500,000.00
	Aggregate	\$ 1,000,000.00
Property Damage	Each Occurrence/Person	\$ 500,000.00
	Aggregate	\$ 1,000,000.00

c. Automobile Public Liability and Property Damage:

Combined Single limit bodily injury and property damage: \$ 1,000,000.00

d. Performance and Payment Bond guaranteeing performance and payment of all bills and obligations arising from the performance of this contract will be required before any service begins. This bond must be consistent with Minnesota Statute 574, the Municipal Contractors Code, as amended.

General Conditions

1. The enclosed Bidding Specifications shall constitute the **minimum** acceptable standards for the services provided. The word “Township” as used herein refers to Sylvan Township, Cass County, Minnesota. The scope of services and governing specifications is attached herein.

2. Sylvan Township has approximately 65 miles of paved and gravel roads Contractor must furnish their own equipment to render the services described herein, including but not limited to, that equipment necessary for snow plowing and maintenance of roads and road rights-of-way. All services will be under the direction and control of the Township Board of Supervisors, or its designated agent. The services under this bid shall commence on or before May 1st, through April 30th, and shall be completed in accordance with the conditions set forth in this bid document.

3. Road Maintenance will consist of grading, gravel maintenance and upkeep, emergency repairs, and

snow plowing/sanding on a regular schedule or as instructed by the Sylvan Township Board per work order as laid out in the Sylvan Township "Road Maintenance Policy" attached.

4. Class-5 gravel will be made available by Sylvan Township to the Contractor when needed. The contractor will deliver the loaded gravel to the job sites.
5. Contractor will provide completed work orders back to Sylvan Township Clerk after services have been completed. Invoices will also include work order numbers along with a description of services provided for associated costs.
6. Contractor shall appear at one of the scheduled monthly Township Board meetings and report on progress under this Agreement unless specifically excused from any such meeting by the Sylvan Township Board of Supervisors. If there is any proposed change order, proposed other deviations from the terms and conditions of this contract or other condition or situation that should be brought to the attention of the Township Board, Contractor shall provide all necessary material for the Board to make an informed decision in the matter prior to the Township Board meeting.
7. Emergency repair and replacement of legally placed signs will be completed within 24-hours of notification by Township Clerk or a designated Road Supervisor.
8. Prices per hour will not change regardless of the day or time, and services shall be performed as described herein, regardless of the day or time. There will be no adjustment for "overtime", i.e., holidays, Saturdays, Sundays, or night or for emergency repairs.
9. Neither Contractor nor Contractor's employees shall be employees of the Township. The Contractor will be fully and solely responsible for all wages, salaries or other remuneration of his/her employees, associates, or subcontractors. Contractor shall carry Worker's Compensation insurance on all employees and shall be responsible for all withholding and other matters related to Federal, State, and local taxes. If the contractor utilizes a Subcontractor to perform any of the services set forth in this agreement, the Contractor agrees to bind every Subcontractor by the same terms of the Contract Documents. The Contract shall not be construed as creating any contractual relationship between any Subcontractor and Sylvan Township.
10. Contractor takes full responsibility for the supervision and direction of the performance of any of the services to be performed whether by Contractor, his/her employees, or subcontractors. The Contractor exercises full control over the selection and dismissal of employees or subcontractors. Contractor will be authorized to do emergency roadwork by the duly authorized Sylvan Township Road Supervisor.
11. Itemized statements with corresponding work order numbers shall be submitted to the Township within a month after completion. The Township shall pay all monies due within thirty days (30) of receipt of the statement. If work order numbers are not listed on the invoice when applicable, payment may be delayed or withheld.
12. The Contractor will be required to comply with all safety and health regulations such as OSHA, Federal and State regulations, etc., while performing any task required by this contract.
13. The services to be performed shall be done in an environmentally safe manner. Pollution of natural resources of air, land, and water by any services under this Contract shall be prevented, controlled, and abated in accordance with all appropriate rules and regulations of the Minnesota Pollution Control Agency (MPCA), the Minnesota Department of Natural Resources (DNR), Board of Water & Soil Resources and the Cass County Zoning Ordinances, as amended.

14. The Contractor shall first and foremost accommodate the traveling public during the performance of their services under this contract. When providing services on township roads under this contract the roads are to be open to the traveling public whenever possible with inconveniences or delays kept to a minimum. Road closures to accommodate regular and routine maintenance shall not be permitted for more than twenty-four (24) hours except under emergency conditions. The Township reserves the right to occupy the township roads and road rights-of-way jointly with the Contractor either directly or through other contractors, and the Contractor shall cooperate fully as necessary so as not to interfere with the usual and normal function of the Township Roads.

15. The Contractor shall be responsible to become familiar with the location of public utilities, which exist within the township road rights-of-way and take all necessary and appropriate action to protect such utilities from damage as the result of services under this Contract. The Contractor shall be knowledgeable about and use "Gopher One" calls when needed.

16. The State of Minnesota Department of Transportation (MN/DOT) "Standard Specifications for Construction", current edition, and any amendments shall apply to all services to be performed hereunder except as modified or altered herein. A copy of these specifications is on file in the office of the MN/DOT Commissioner, the MN/DOT District Engineer, and the Cass County Highway Engineer.

17. All questions about the meaning or intent of the identified maintenance proposal are to be directed to the Sylvan Township Clerk at 218-746-3652. Interpretation or clarifications will be issued by written addenda and filed accordingly. Interpretations and clarifications made by the Township Board of Supervisors are final.



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Road Maintenance Policy

PURPOSE:

In developing this policy for how to best undertake road control activities in the Township, the Board must balance several factors including, but not limited to public safety, the cost-effective allocation of resources, maintaining an efficient transportation system, facilitating the delivery of emergency services, protecting the environment, and minimizing damage to real and personal property.

POLICY:

TOWNSHIP ROAD SNOWPLOWING PRIORITIES - The Contractor(s) hired by the Township to plow the town roads shall have the authority to determine, in said Contractor's sole discretion, the order in which the town roads will be plowed and will determine such order and priority in such a manner as to provide for the most efficient and effective snowplowing as possible, to preserve the Township's limited resources. This priority order of plowing may vary from time to time, as determined to be appropriate by the Contractor.

EMERGENCY RESPONSE VEHICLE ASSISTANCE - If emergency services agencies request snow removal to assist response to an emergency, reasonable efforts will be made to accommodate the request.

WHEN SNOWPLOWING BEGINS - Snow and ice control operations are expensive and involve the use of limited resources. Consequently, operations will normally not begin until the snow has stopped falling or until such a volume of snow has accumulated. The Contractor, with input from the Road Supervisor as needed, shall use the following criteria when determining when to begin snow and ice control operations:

- An evaluation of the immediate and anticipated weather conditions
- The likely effectiveness of operations
- Safety of employees
- The likelihood of unreasonable risk of damage to equipment
- Severe ice or snow conditions that seriously affect travel
- Time of snowfall in relation to heavy use of the roads

WHEN SNOWPLOWING WILL BE DELAYED OR SUSPENDED - Snow and ice control operations will be conducted only when weather conditions do not endanger the safety of operators and pose an unreasonable risk of damaging equipment. Once initiated, operations will be suspended if conditions deteriorate to the point that operations become unsafe for operators because of factors including, but not limited to, severe cold, significant winds, limited visibility, accumulation of ice, or rapid accumulation of snow. Operations will also be delayed or suspended if existing or anticipated conditions indicate the operations will not be effective.



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HOW SNOW WILL BE PLOWED - Snow will be plowed in a manner which is the most efficient for the Contractor and the least costly to the Township. The Contractor will endeavor to plow in a manner as to minimize traffic obstructions. On narrow roads, snow may be plowed from one side to the other. Snow will normally be discharged to the sides of the road. Because of limited resources and restrictions on the use of salt, paved roads will not usually be cleared down to bare pavement.

Snow will be plowed as close as practicable to mailboxes located in the road right-of-way. It shall be the responsibility of property owners to clear snow from and around their mailboxes to enable mail delivery.

Snowplowing unavoidably results in snow being deposited on driveways and approaches. Because the Township does not have the resources available for it to clear the ends of driveways and approaches, it is the responsibility of landowners to remove snow from their driveways and approaches. It is unlawful for property owners to plow snow across or deposit snow upon public rights-of-way. Minn.Stat. §§ 160.2715; 169.42, Subd. 1.

SANDING AND SALTING – The Township must consider the cost, environmental impact, public safety, and availability of staff and equipment when deciding if, when, and to what extent to apply sand and salt. Furthermore, the state legislature has imposed the following limitation on the use of salt by road authorities:

"In order to: (1) minimize the harmful or corrosive effects of salt or other chemicals upon vehicles, roadways, and vegetation; (2) reduce the pollution of waters; and (3) reduce the driving hazards resulting from chemicals on windshields; road authorities, including road authorities of cities, responsible for the maintenance of highways or streets during periods when snow and ice are prevalent, shall utilize such salt or other chemicals only at such places as upon hills, at intersections, or upon high speed or arterial roadways where vehicle traction is particularly critical, and only if, in the opinion of the road authorities, removal of snow and ice or reduction of hazardous conditions by blading, plowing, sanding, including chemicals needed for free flow of sand, or natural elements cannot be accomplished within a reasonable time." Minn.Stat. § 160.215.

To the extent sand and salt is applied, priority will be given to the following areas:

- Hills, controlled intersections, bridges, and curves
- Major arterial and collector streets
- Commercial areas
- Residential areas
- Rural areas

SNOWPLOWING OF PRIVATE PROPERTY - The Township will not provide for the snowplowing or sanding of private property except when requested to do so by law enforcement to provide access for emergency vehicles responding to an emergency. If private property is used with



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the written permission of the owner to turn around equipment or to store snow, the Township may snowplow the private property as needed to accommodate the Township's use of the land.

OBJECTS WITHIN TOWNSHIP ROAD RIGHTS-OF-WAY - Township road rights-of-way are governed under the authority of the Township, and for the benefit of the public. It is the policy of the Township to place the highest priority upon keeping the roadways reasonably clear of snow and ice, and to hold property owners primarily responsible for placing their private property out of harm's way. The Township's snow and ice control operations are performed by independent contractors upon the rights-of-way in furtherance of the public's interest in maintaining clear roads for travel. It is unlawful for any person to place within the right-of-way any personal property that may obstruct the Township's snow removal efforts. It is the responsibility of owners to keep the road rights-of-way clear of vehicles, trailers, trash cans and other items of personal property in order to facilitate the proper snow and ice control operations. **No vehicles, trailers or other items of personal property shall be parked or stored in a public right-of-way.** If an owner fails to keep the road clear of personal property, the Board or the Contractor may have the item towed or removed from the right-of-way at the owner's expense. Neither the Township nor the Contractor shall be responsible for damage to any personal property that is left in the right-of-way during snow removal operations. Nor shall the Township or the Contractor be responsible for damage resulting from snow removal operations to any lawn, landscaping, sod, plantings, buildings, or other real property improvements that are located in the right-of-way. While reasonable efforts will be made to avoid damaging private property, snow and ice control operations may result in damage to the property of others. If a property owner's mailbox is damaged because of snowplowing equipment, such damages will only be considered for compensation if the mailbox was physically struck by the snowplowing equipment, and if the mailbox was properly installed and was of a type in conformity with the standards (swing-away mailbox post) specified by the Township.

COMPLAINTS AND REQUESTS FOR FURTHER SERVICES - Complaints and requests for further services regarding snow and ice control should be directed to the Town Clerk. If the Contractor is aware of complaints or requests for additional services, it shall forward such complaints or requests to the Town Clerk or the Township Road Supervisors for consideration.

REVIEW OF POLICY – The Board may periodically review and amend this policy, taking into consideration any changed conditions, new circumstances, any complaints or comments received, and the experience learned from undertraining snow and ice control procedures.

GRADING POLICY – All grading work on the Township's gravel roads will be performed by the Contractor after a work order from the Township Road Supervisors is received.

CRACK SEALING POLICY - All crack sealing work on the Township's paved roads will be performed by the Contractor after receiving a work order from the Township Road Supervisors.




Sylvan Township

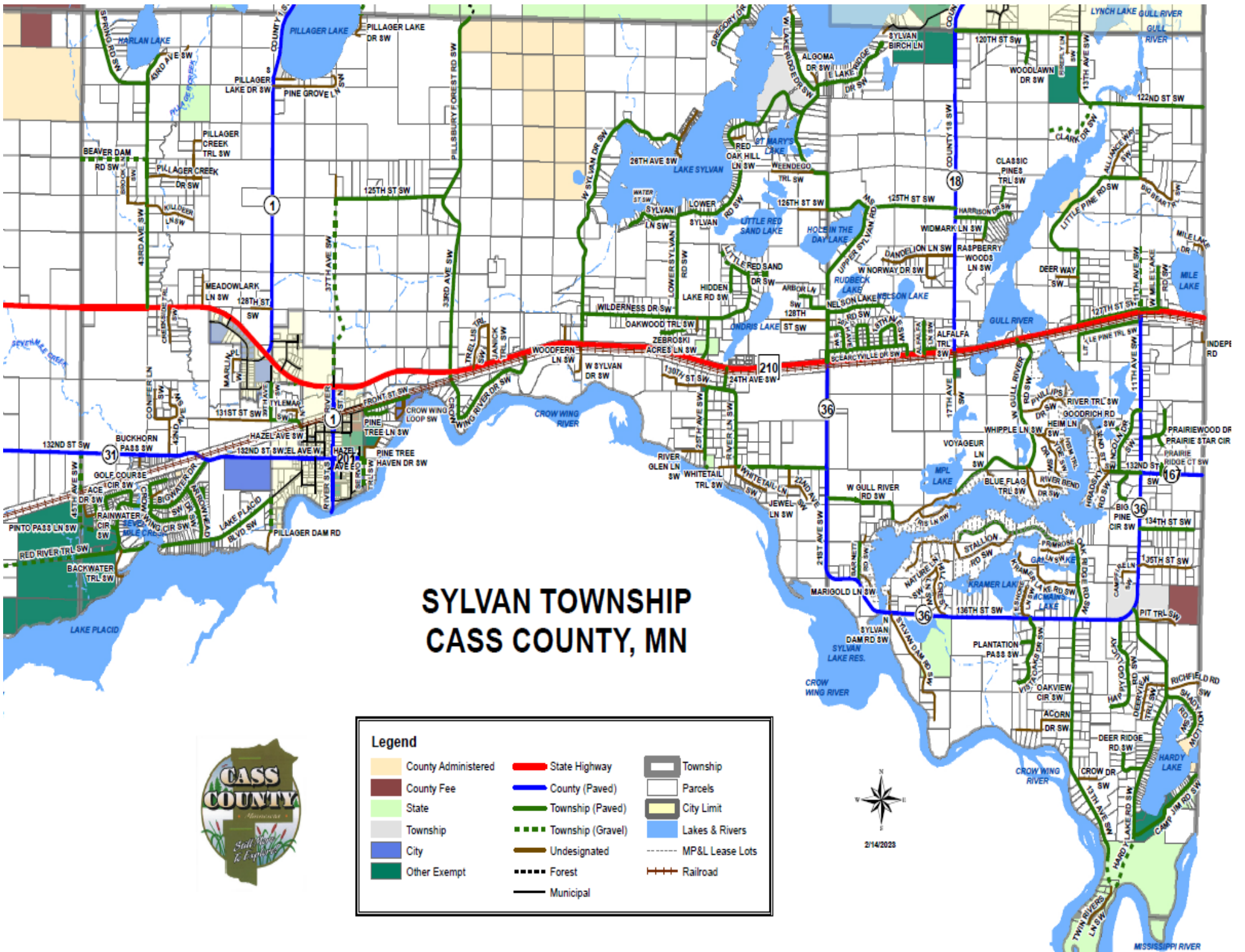
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Road Maintenance Work Order

WO Number	<input type="text" value="(New)"/>	WO Date	<input type="text"/> 
Road Name	<input type="text"/>		
Priority Level	<input type="text"/>	Requested By	<input type="text"/>
Work Description	<input type="text"/>		



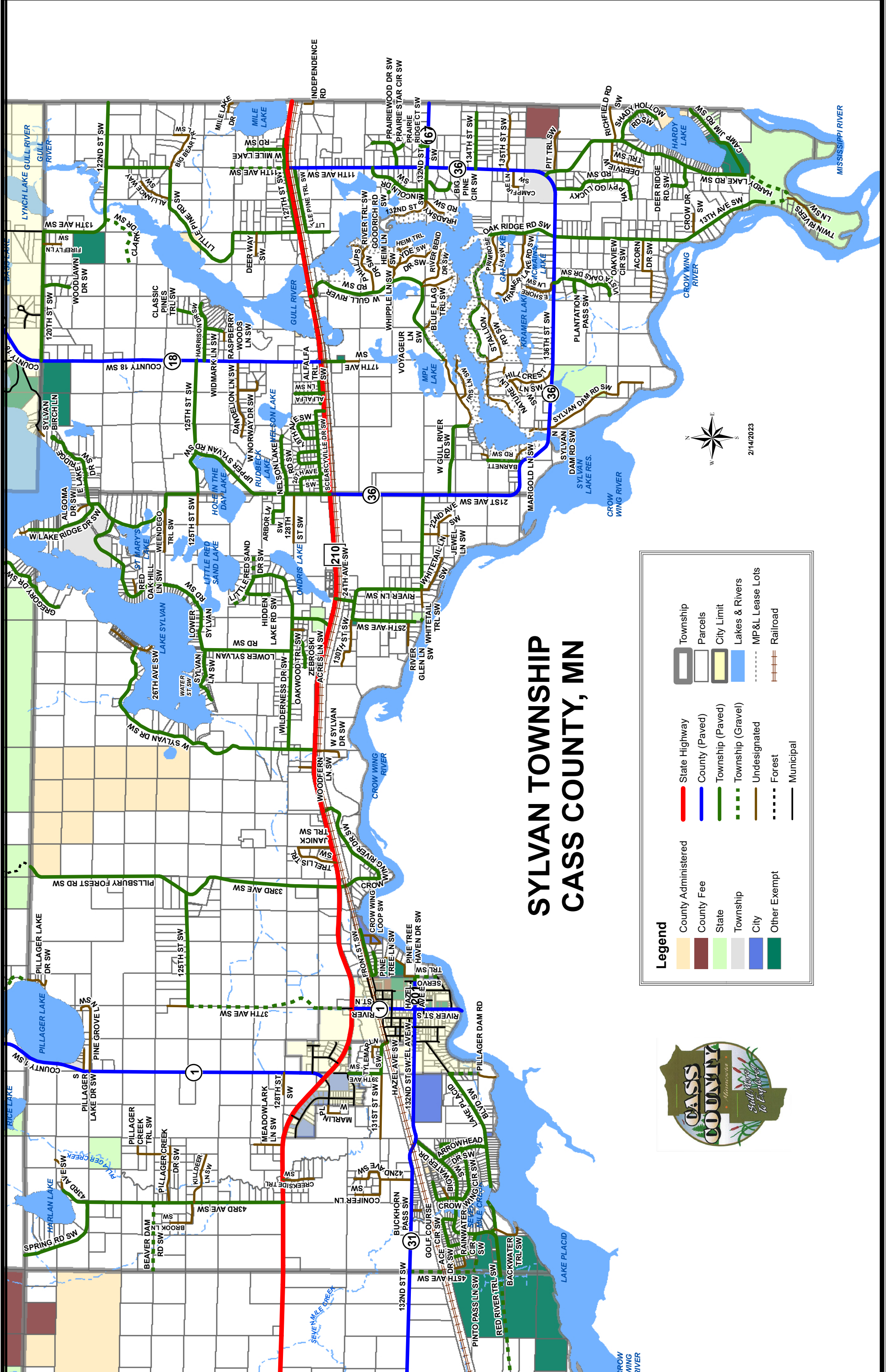
SYLVAN TOWNSHIP CASS COUNTY, MN

Legend

County Administered	State Highway	Township
County Fee	County (Paved)	Parcels
State	Township (Paved)	City Limit
Township	Township (Gravel)	Lakes & Rivers
City	Undesignated	MP&L Lease Lots
Other Exempt	Forest	Railroad
	Municipal	



2/14/2023



SYLVAN TOWNSHIP CASS COUNTY, MN

Legend			
	County Administered		State Highway
	County Fee		County (Paved)
	State		Township (Paved)
	Township		Township (Gravel)
	City		Undesignated
	Other Exempt		Forest
			Railroad
			Municipal
	Township		
	Parcels		
	City Limit		
	Lakes & Rivers		
	MP&L Lease Lots		



2/14/2023