



# Saint Louis County

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Public Works Department • Richard H. Hansen Transportation & Public Works Complex  
4787 Midway Road, Duluth, MN 55811 • Phone: (218) 625-3830

**James T. Foldesi, P.E.**  
Public Works Director/  
Highway Engineer

February 11, 2026

City of Duluth  
Attn: Jim Benning III  
c/o Geoff Vukelich  
411 W. 1<sup>st</sup> St.  
Duluth, MN 55806  
[gvukelich@duluthmn.gov](mailto:gvukelich@duluthmn.gov)

Re: Cooperative Maintenance Agreement

Dear Mr. Benning:

Please find enclosed, the Cooperative Agreement for the above listed project. Please have the proper City of Duluth officials sign the agreement and return to me at [clarkc2@stlouiscountymn.gov](mailto:clarkc2@stlouiscountymn.gov), **and mail a copy with original signatures to me at following address for further processing:**

St. Louis County Public Works  
Attn: Christine Clark  
4787 Midway Rd.  
Duluth, MN 55811

Once fully executed, a copy will be returned to you.

Sincerely,

Christine Clark  
Contract Administration Manager

Enclosure(s)

**OPERATIONS AND MAINTENANCE  
AGREEMENT BETWEEN  
ST. LOUIS COUNTY AND THE CITY OF DULUTH**

THIS AGREEMENT, effective as of the date of the last party signature below, by and between St. Louis County, hereinafter referred to as the "County" and the City of Duluth, hereinafter referred to as the "City". The County and the City are sometimes individually referred to as an "agency".

WHEREAS, the City and the County are responsible for general roadway surface maintenance, which includes, but is not limited to, snowplowing, pavement maintenance, traffic sign maintenance and pavement marking maintenance for roadways under each agency's respective jurisdictions; and

WHEREAS, the locations of certain roadways make it more economical for the City and the County to perform general roadway surface maintenance, traffic sign maintenance and pavement marking maintenance on roadways under the jurisdiction of the other agency.

NOW, THEREFORE, the parties agree as follows:

**1. Administration.**

For purposes of administering this Agreement, the City shall act through its Director of Public Works and Utilities or their designee (the "City Director"). County shall act through its County Highway Engineer or their designee (the "County Engineer").

**2. Term.**

Notwithstanding the date of execution of this Agreement, the term of this Agreement shall commence on October 1, 2025, and continue for a period ten (10) years.

**3. Road Maintenance.**

- a. The City and County, each will perform surface maintenance on roads which would otherwise be the responsibility of the other agency. The scope of the respective maintenance to be performed pursuant to this Agreement is described in Exhibit A (the "Maintenance Services"), attached hereto and incorporated herein, apart from Sweeping operations which is listed in 3(d) of this agreement. Exhibit A may be modified upon the written agreement of the City Director and County Engineer. The amended Exhibit A shall be attached to and incorporated into this Agreement.
- b. The City will perform Maintenance Services on the roads identified in Table 1 in Exhibit B, attached hereto and incorporated herein.
- c. The County will perform Maintenance Services on the roads identified in Table 2 in Exhibit B, attached hereto and incorporated herein.
- d. The City will perform Street Sweeping for the County on the roads identified in Exhibit C, attached hereto and incorporated herein.
  - i. Sweeping operations will commence at the direction of the City's Street Maintenance Manager or their designee(s).

- ii. Sweeping operations will occur once a calendar year, typically in the spring season.
- iii. The City will collect and dispose of the debris collected from these segments in the same fashion as they do their own street sweepings.
- e. Upon written agreement of the City Director and County Engineer, Exhibit B and/or C may be modified. The amended Exhibit B and/or C shall be attached to and incorporated into this Agreement.
- f. In the event that either party desires the other to perform additional general surface maintenance or other types of winter maintenance, it shall submit a written request to the other detailing the exact nature of the maintenance project requested. Upon receiving said request, the receiving party will prepare an estimate of the cost of the requested maintenance based upon a "time and material" basis and present it to the other for approval. Upon approval, the City or the County will perform the requested maintenance. Payment for said projects will be made within 60 days of a request for payment.
- g. If, at any time, either party determines that any portion of a roadway becomes unsafe to plow or perform other maintenance duties due to construction design, road obstructions, or other conditions which, in the opinion of the maintenance supervisor, makes it unsafe to maintain, that portion of the roadway may be stricken from this Agreement upon seven (7) days' written notice to the other.

#### **4. Payment for Operations.**

- a. The County will reimburse the City annually for maintenance performed pursuant to this Agreement at a mutually agreed upon rate (the "Maintenance Allowance") as shown on Exhibit C-I, currently set in the amount of \$15,934.18 per mile.
- b. Exhibit C-I may be adjusted as necessary to accurately reflect the current year's payment. Payments from the County will be deposited into the City's Fund 110-500-1920-4260 (General-Public Works and Utilities-Street Maintenance-St Louis County)
- c. The County will deduct fees owed by the City from its payment to the City described in paragraph 4(a).

#### **5. Traffic Signs and Pavement Markings.**

- a. The City and the County shall be mutually responsible to maintain traffic signs and pavement markings on roadways covered by this agreement. The list of traffic signs to be mutually maintained pursuant to this agreement are listed in Exhibit A.
- b. The City and County shall be mutually responsible for responding to traffic sign knockdowns. Each agency shall be responsible to ensure that St. Louis County 911 Emergency Communications will notify the respective responsible agency at the time of a traffic sign knockdown.

- c. All other traffic signs in these road segments not listed in Exhibit A are the responsibility of the respective agency that has jurisdiction for the roadway.
- d. Maintenance of traffic signs and pavement markings covered by this agreement shall be maintained in accordance with the Minnesota Manual of Uniform Traffic Control Devices (MUTCD) and the Minnesota Department of Transportation Traffic Engineering Manual.
- e. The City and the County shall reserve their authority to determine the appropriate layout of traffic signs and pavement markings on roadways under each agency's respective jurisdiction. Any change to the layout of traffic signs or pavement markings shall be approved by the respective agency that has jurisdiction for the roadway for which the change will occur.
- f. No payment shall be made between the City and the County for maintenance of traffic signs and pavement markings. All parties have agreed that there is an equitable sharing of responsibilities.

**6. Term and Termination.**

- a. The term of this Agreement shall be for a period of ten years, commencing October 1, 2025 and will continue for a period of ten (10) years unless earlier terminated as provided for herein.
- b. Either party may terminate this Agreement, with or without cause, upon thirty (30) days' written notice.

**7. Insurance and Indemnification.**

- a. 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 governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, Subd. 1a; provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.
- b. Each party to this Agreement will be liable for its own acts and the results thereof to the extent authorized by law, and will not be responsible for the acts of the other party, its officers, employees or agents. Each party agrees that they will immediately notify the other party to this Agreement upon receipt of any claim or notice of claim for which the other party may be liable pursuant to this Agreement.
- c. The City represents that it is self-insured with regard to comprehensive liability and property damage claims with a combined single limit of \$1,500,000 which are set forth within Minnesota Statutes Chapter 466. The City also represents that it is self-insured with regard to Workers' Compensation claims.
- d. St. Louis County is self-insured for worker's compensation pursuant to Minnesota Statutes 176.181; for tort liability pursuant to Minnesota Statutes 466 and 471.981; and for automobile insurance coverage pursuant to Minnesota Statutes 65B.48.

**8. Notices.**

Unless otherwise provided herein, notice to the City or County shall be sufficient if sent by regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

<u>City of Duluth</u>	<u>St. Louis County</u>
Attn: Jim Benning III	Attn: James T. Foldesi, P.E.
Director – Public Works and Utilities	Deputy County Administrator – Public Works & Transportation/County Highway Engineer
411 W. 1 <sup>st</sup> Street	4787 Midway Road
Duluth, MN 55806	Duluth, MN 55811

9. Neither party shall assign any rights or obligations under this Agreement without the prior written approval of the other party.
10. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.
11. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
12. This Agreement is to be construed and understood solely as an agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that they are a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.
13. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

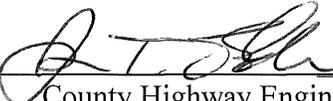
(Signature page to follow)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth below.

**CITY OF DULUTH**

**ST. LOUIS COUNTY**

By: \_\_\_\_\_  
Its Mayor  
Date: \_\_\_\_\_  
Attest: \_\_\_\_\_

By:   
Its County Highway Engineer  
Printed Name James T. Fokkesi  
Date: 2/11/2026

By: \_\_\_\_\_  
Its City Clerk  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its County Board Chair  
Printed Name \_\_\_\_\_  
Date: \_\_\_\_\_

Countersigned:

By \_\_\_\_\_  
Its City Auditor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its County Auditor  
Printed Name \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to form:

Approved as to form:

By: \_\_\_\_\_  
Its City Attorney  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its Assistant County Attorney  
Printed Name \_\_\_\_\_  
Date: \_\_\_\_\_

Saint Louis County Contract Number:  
\_\_\_\_\_

## Exhibit A

### Description of Maintenance Services

1. Maintenance shall consist of the following
  - Snowplowing, snow removal, salt and sand ice control
  - Traffic Signs
    - STOP sign (MUTCD Code R1-1)
    - YIELD sign (MUTCD Code R1-2)
    - Railroad Crossing Warning sign (MUTCD Code WI0-1) 1v.
    - Stop Ahead sign (MUTCD Code W3- 1)
  - Long line painting and maintenance
  - Crosswalk, legend and any other pavement markings
  - Bituminous patching
  - Road grading
  - Right-of-way mowing
  - Shoulder repair and restoration
  - Light cleaning gutters and catch basin grates.
2. Sub drains: Maintenance of storm sewers, catch basins, and manholes are not covered by this Agreement. Each party's responsibility, pursuant to this Agreement, shall be surface grate cleaning only, and other problems shall be reported to the other party.
3. Roadside ditches: Ditch maintenance within the right-of-way is not included as a part of this Agreement.
4. Natural streams and drains: Cleaning or alteration of natural drains or streams is not included as a part of this Agreement.
5. Culverts: Centerline culvert maintenance is not part of this Agreement.

**Exhibit B**

*Table 1*

<b>County Streets Maintained by City</b>	<b>Segment</b>	<b>Centerline Miles</b>
Highland St	59th Ave W to Vinland St	0.8
40 <sup>th</sup> Ave W	RR Crossing north of W 8th St to I-35 Ramp	0.7
Woodland Ave	Calvary Rd to Arrowhead Rd	2.1
Snively Rd	Glenwood St to Woodland Ave	1.1
Piedmont Ave	Skyline Parkway to Haines Rd	1.9
St. Louis River Rd	CSAH 48 East to City Limits	1.1
Scenic CSAH 61	City Limits to McQuade Rd	0.2
	Total Miles	7.9

*Table 2*

<b>City Streets Maintained by County</b>	<b>Segment</b>	<b>Centerline Miles</b>
Airport Rd	Airport Approach Rd to West to dead end	0.8
Stebner/Malstom	Airport Rd north to dead end	0.2
Ridgewood Rd	CSAH 4 (Rice Lake Rd) to dead end (west)	0.7
Stebner Rd	CSAH 9 (Martin Rd) to dead-end	1.4
	Total Miles	3.1

**Exhibit C**

**County Segments Swept by City**

<b>Location</b>	<b>Segment</b>	<b>Centerline Miles</b>	<b>Lane Miles</b>	<b>Sidewalk Lane Miles</b>
Calvary Rd	Arnold Rd to Woodland Ave	0.5	1	0
Jean Duluth Rd	Roundabout at Glenwood intersection	0.3	0.5	0.08
Howard Gnesen Rd	Arrowhead north to termination of curb	0.3	1	0.3
Rice Lake Rd (1)	TH53 (Central Entrance/Mesaba) north to W Arrowhead Rd	2.3	7	5.1
Rice Lake Rd (2)	W Arrowhead north to termination of curb	0.3	2.1	0.4
Arlington Ave (1)	Arrowhead south to termination of curb	0.1	0.5	0.19
Arlington Ave (2)	TH53 (Central Entrance) south to termination of curb	0.3	1.3	0
Arlington Ave (3)	TH53 (Central Entrance) north to Willow St	0.4	1.4	0
Arrowhead Rd	Arlington Ave to Haines Rd	2	8.1	2.13
Haines Rd	W 8th St to Airport Rd	6.3	27.6	4.85
Woodland Ave	Calvary Rd to Martin Rd	1.1	2.5	0
Morris Thomas Rd	Haines Rd to Piedmont	1	2	1
Maple Groove Rd	Haines Rd to US Hwy 53	0.5	4	4.1
40th Ave W	RR Crossing north of W 8th St to I-35 Ramp	0.7	1.4	0
Getchell Rd	Skyline Parkway north to termination of curb	0.1	0.4	0
	<b>Total Miles</b>	<b>16.2</b>	<b>60.8</b>	<b>13.05</b>

**Exhibit C-I**

City of Duluth maintains 7.9 centerline miles at \$15,934.18/centerline mile = \$125,880.02

St. Louis County maintains 3.1 miles at \$15,934.18/centerline mile = \$49,395.96

City of Duluth sweeps 60.8 lane miles at \$1105/lane mile = \$67,184.00

Reviewed and approved by City of Duluth \_\_\_\_\_ . Dated \_\_\_\_\_  
 (Director of Public Works)

Reviewed and approved by St. Louis County  . Dated 2/11/26  
 (County Highway Engineer)



*Resolution  
of the  
Board of County Commissioners*

*St. Louis County, Minnesota*

*Adopted on: January 27, 2026 Resolution No. 26-79*

*Offered by Commissioner: Harala*

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**Cooperative Maintenance Agreement with the City of Duluth for 2026 Road Maintenance**

WHEREAS, St. Louis County and the City of Duluth are responsible for general surface maintenance and snowplowing of certain streets, roadways and highways within their respective jurisdictions; and

WHEREAS, The location of certain roadways makes it more economical for the respective parties to perform general surface maintenance and/or winter maintenance on certain roadways which would otherwise be the responsibility of the other; and

WHEREAS, A road maintenance agreement has been in place between the county and the city for many decades with the most recent being November 2014, authorized on County Board Resolution 14-543, adopted October 14, 2014, and operational requirements of the existing agreement have been amenable to both parties; and

WHEREAS, The county and the city entered into a roadway exchange agreement in August 2025, authorized on County Board Resolution No. 25-383, adopted August 5, 2025, to transfer jurisdiction and ownership of 3.32 miles of existing County State Aid Highways from the county to the city, and 2.75 miles of existing Municipal State Aid Streets from the city to the county; and

WHEREAS, It is mutually beneficial for the county and the city to enter into a new cooperative road maintenance agreement, reflecting updated mileage and costs.

THEREFORE, BE IT RESOVLED, That the St. Louis County Board authorizes the appropriate county officials to enter into a cooperative maintenance agreement, and approve any amendments approved by the County Attorney's Office, with the City of Duluth for 2026 road maintenance.

RESOLVED FURTHER, That payment for this agreement is payable from Fund 200, Agency 201005, Object 695100.

Commissioner Harala moved the adoption of the Resolution and it was declared adopted upon the following vote:  
Yeas – Commissioners Harala, Boyle, Grimm, McDonald, Musolf, Nelson and Chair Jugovich – 7  
Nays – None

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STATE OF MINNESOTA  
Office of County Auditor, ss.  
County of St. Louis

I, **NANCY NILSEN**, Auditor of the County of St. Louis, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 27<sup>th</sup> day January, A.D. 2026, and that this is a true and correct copy.

WITNESS MY HAND AND SEAL OF OFFICE at Duluth, Minnesota, this 27<sup>th</sup> day of January, A.D., 2026.

NANCY NILSEN, COUNTY AUDITOR

By:

Clerk of the County Board/Deputy Auditor