

DATE: October 1, 2025

TO: Mark Jenson, Superintendent and Board of Education

FROM: Jason Kuehn, Director of Finance and Operations

SUBJECT: **Snow Removal - Laker Transitions and Administration Building**

Administration is recommending snow and ice removal services be contracted with Miller Yard Care and Construction for the Administration Building and Laker Transitions. The budgeted cost would be approximately \$15,000 for both sites - with services being charged on a per visit basis. Services would include material, equipment and labor necessary to automatically, or upon demand, remove snow from the locations.

District Administration recommends approval.



Miller Family Enterprises DBA Miller Yard Care and Construction
2025/2026 Snow Removal Contract
P.O. Box 684, Detroit Lakes, MN 56502
office@milleryardcareandconstruction.com
218-849-9794

Client Name: Laker Transitions

Jobsite Address: 1104 West River Rd, Detroit Lakes, MN 56501

Billing Address: cgedrose@detlakes.k12.mn.us

Contract Terms: Snow service provided from 10/1/2025-5/1/2026

This Scope of Work represents the snow and ice services that will be provided for the following location:

1104 West River Rd, Detroit Lakes, MN 56501

Level of Service

Scope of work for Laker Transitions (client). Miller Family Enterprises DBA Miller Yard Care and Construction (Contractor) is the provider for all snow removal activities including plowing, snowblowing, walk shoveling, brooming, and ice melt applications. Miller Family Enterprises will commence service in accordance with weather conditions as appropriate. This is not a zero tolerance account and in the case of continual snowfall some snow may accumulate on lot and/or walkways. Contractor will work with the storm in a manner that keeps priority areas passable. Contractor strives to provide timely and prompt 24/7 service and to maintain areas specified for snow removal on a regular basis. Contractor furthermore strives to complete initial snow removal operations prior to business opening hours. However, client should keep in mind that due to heavy snow, heavy ice, or snow fall starting or continuing after 3am, client may see a delay in response. Completion times may vary depending on snowfall commencement, duration, and accumulation.

Completion time scenarios:

Contractor has a route cut-off time of 3am.

- Snow events that hit trigger and end by 3am
 - Contractor will begin clearing at 3am.
- Snow events starting after 3am
 - Snow events starting after 3am are considered a "day storm." Service commencement times will be customized per event and snowfall amount. Contractor will clear snow as able/appropriate and prioritize accounts by opening times. Contractor will do a final cleanup as needed after the snow event is finished and businesses are closed.
- Continuous snow events that begin before 3am and continue after 3am.
 - Service commencement times will be customized per event and snowfall amount. If significant accumulation occurs by 3am, contractor will clear routes and then follow procedure for "day storm." If minimal accumulation has occurred by 3am, route commencement time is dependent on contractor's discretion based on predicted snowfall amount.
- Drifting

- If drifting causes snow to accumulate to trigger levels, the drifting event is treated the same as a snowfall event

Scenarios are for example only. Route commencement time is dependent upon Contractor's discretion based on snowfall commencement, duration and accumulation.

Days of service

Contractor reserves the right to commence snow removal operations with each snow event regardless of client's operating hours. Snow removal is dependent upon Contractor's discretion during such days the client has not specified snow removal necessary, including but not limited to time of day, weekends, holidays, and early closures. Client is responsible to complete the "operating hours/snow removal requested" section in contract.

Triggers: Snow will be removed at or above the following "triggers":

- Dusting to ½" snow: ice melt applied to lot as needed
- Generally, ice melt applied to lot after each plowing event, depending on weather conditions
- ½" snow or more: snow removed from walks. Possible snow removal from lot depending on weather conditions
- 1" snow or more: snow removed from walks and lot

Note that trigger amounts vary depending on location and drifting. It is up to the Contractor's best judgment whether trigger amounts have been met and the best snow removal method to proceed with based on weather and temperature. Clearing operation plans will be customized for each specific weather event.

Service area: Snow will be removed from the following areas:

- All driveways and parking areas
- Walks: front sidewalk and two entry doors, two side doors on West side of building, and sidewalk from lot to street

Concealed Conditions/Extreme Conditions/Property Preparation

As part of this contract—the contractor will stake (one time) with fiberglass or nylon stakes and pickets as needed the layout of the parking lot. Contractor is not responsible for damages due to foreign material being left in the parking lot, unmarked hazards, or conditions changing due to winter weather (eg. Frost heaving drains, curb stops, pavement cracks etc). Pavement markings will wear due to normal plowing/blowing operations. Metal cutting edges which are best at minimizing hard-pack snow and ice will leave rust marks and small scrape marks on the pavement and chips and scuffs on curbs and pavers—these are considered normal wear and tear and are not the responsibility of the contractor. Contractor will exercise reasonable care to avoid damage to pavement, curbs, trees, and shrubs. However, contractor is not responsible for damage to landscaping caused by piling of snow, spreading of salt, or the spreading of the chemicals described in this agreement; damage to items that are snow covered or not visible; damage caused by equipment when tree, shrub, and sidewalk areas are not reasonably delineated due to snow accumulation; personal injuries resulting from slip and fall accidents, and/or Acts of God, including, but not limited to, extraordinary weather conditions.

Client understands that plowing (or salting) of a particular location may not clear to the "bare pavement," and that slippery conditions may continue to prevail even after plowing (or application of salt). It shall be the responsibility of the client to notify the contractor in the event that weather conditions cause the melting and re-freezing of any previously treated surface area. Client understands that the contractor assumes no liability for this naturally occurring condition, and the client agrees to indemnify, defend, and hold Miller Family Enterprises DBA Miller

Yard Care and Construction harmless for any and all claims, demands, causes of action, injuries, damages, trespasses or suits in law or equity including but not limited to attorney's fees incurred to defend any claim or suit, court costs, and other costs incurred in defense or any claim that may arise as a result of this naturally occurring condition.

Client understands in the case of extreme weather conditions—e.g. blizzard and sub zero cold, the contractor reserves the right to extended working periods to allow for rest for the operators and warming for the shovelers without penalty to the contractor. Client must also understand that service may not be available at all times. In order to be dependable and safe, Miller Family Enterprises DBA Miller Yard Care and Construction requires time for our drivers to rest and equipment to be serviced between events. Contractor will use their judgment based on the information they have to determine whether or not to start clearing snow.

Contractor will maintain liability insurance in an amount equal or greater than \$1,000,000 at all times.

Monitoring

Client will notify Contractor if Client wishes Contractor to return to Client's premises to perform additional services, including clearing plow ridges or inspection for melt and freeze. Contractor shall not be expected to service potentially dangerous conditions for which it has not been given reasonable notice. Client acknowledges Contractor is not engaged, nor does it accept engagement, as a continuing monitor of potentially dangerous or unsafe conditions which may arise by reason of thawing and refreezing of previously plowed or treated areas.

Payment

This contract for snow removal services covers the entire 2025-2026 winter season. Services will be charged per time. Invoices will be sent out the first of the month and due within 30 days of invoice date. Late or missed payment may result in termination of service until the account is made current.

Snow Season Service Charges

- Service charges
 - Apply ice melt to lot as needed: \$115 per time
 - Clear snow from walks: \$70 per time (includes ice melt as needed)
 - Clear snow from lot: \$75 per time
 - Additional snow removal services requested: priced accordingly

** In the event of significant ice, snow accumulation or drifting, Contractor reserves the right to charge extra for additional time and materials to perform services.*

Terms & Conditions

Termination Clause: This contract is cancelable upon written notification by either party. Monies invoiced or due for services rendered are due and payable upon such cancellation.

Payment Terms: Client agrees to promptly pay invoices within thirty (30) days of receipt. Accounts that are past due may not be serviced until account is brought up-to-date. Customer understands and accepts that the delays in payments made may result in appropriate legal action being taken to collect monies owed. Customer understands and agrees that costs of such legal action, including without limitation lawyers' fees, costs and expenses of suit or bringing suit, may be passed on to the customer, and customer accepts this condition. Contract shall be binding, inure to the benefit of the parties and their heirs, executors and administrators, and assignee's.

Site Damage: Contractor accepts responsibility to repair any physical damage to your site directly caused by us during performance of work covered by this agreement that is beyond normal wear and tear of plowing operation.

Dispute Prevention/Resolution:

Prevention: We agree that we have a common interest in preventing any misunderstandings or differences that may arise between us from becoming claims against one another. With the intent of avoiding this, we agree that we shall make good faith efforts to identify in advance and discuss the potential causes of disputes.

Resolution: We agree that if, and only if, the dispute still remains unsettled for an additional [thirty, forty-five, etc.] days, then we shall submit the dispute to binding neutral arbitration. In this event, we agree that any controversy or claim arising out of, or relating to our contracts dated, or the breach thereof, shall be settled by binding arbitration in accordance with the applicable rules of the American Arbitration Association. We both agree that any action through arbitration against either of us relating to any breach of this agreement must be commenced within one (1) year from the date of the work.

Hold Harmless: The client shall indemnify, defend, and hold harmless Miller Family Enterprises DBA Miller Yard Care and Construction, its owners, employees and subcontractors from and against any and all claims, damages, reasonable attorneys' fees, costs and expenses which the contractor incurs as a result of a claim or claims brought by the owner or any third party, arising out of any wrongdoing, negligence and/or breach of contract by the owner alleged or otherwise, or any Act of God, including but not limited to extraordinary weather conditions, that is related, in any manner whatsoever, to the premises or the owner's involvement with the premises or the services, including but not limited to personal injuries resulting from slip and fall accidents.

Authorization: Any individual who signs this agreement on behalf of Miller Family Enterprises DBA Miller Yard Care and Construction or the property owner represents, promises, and guarantees that he or she is fully authorized to execute this agreement on behalf of his or her employer or company. In the case of an agent of the client, such agent represents, promises, and guarantees that such agent is fully authorized to execute this agreement on behalf of the owner of the premises.

Obligation: The parties agree that the contractor has made no promise or representation except as expressed in this contract. Further, no act or acquiescence by the contractor shall be deemed a waiver of any obligation of the client or owner or manager. **Severability:** Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective will, to the extent the law is contravened, be considered separable and inapplicable and will not affect any other provision or provisions of this Agreement.

Shortages: Client acknowledges that product and material shortages or other circumstances beyond Contractor's control may require Contractor, if Contractor finds it necessary or expedient to do so, to make material/substance substitutions and/or modifications to substance mix.

Extra Service: Client agrees to pay to Contractor for any and all Extra Services. Customer may authorize additional Extra Services upon reasonable notice to Contractor.

Client Operating Hours & Snow Removal Request Days

Please complete the table below.

Days	Yes - snow removal needed	No - snow removal not required	Hours of operation for snow removal (i.e. cleared by what time in a.m. and continued until what time in p.m.) Please also describe if only a section needs to be cleared by a certain time.
Example: Saturday	☒	☐	7am-12pm. Loading dock needs to be cleared by 6am
Monday - Friday	☒	☐	7am - 3:30 pm
Saturday	☐	☐	
Sunday	☐	☐	
Holidays	☐	☐	
Other	☐	☐	We will contact you if meetings or events occur on the weekend or holidays

As specified in contract, Contractor reserves the right to commence snow removal operations with each snow event, including events that fall outside of client's operating hours. The above table specifies what days Client wants to remain on the Contractor's priority route list. Snow removal for all other dates is dependent on Contractor's discretion. If Client's operating hours change (including early closures due to extreme weather), they are responsible to notify Contractor. In the absence of notification, continued snow removal service is dependent upon Contractor's discretion.

Site manager/contact name: _____ Title: _____

Phone: _____ Email: _____

Client's signature: _____ Date: _____

Client Name (print): _____ Title: _____

Contractor's signature: _____ Date: _____



Miller Family Enterprises DBA Miller Yard Care and Construction

2025/2026 Snow Removal Contract

P.O. Box 684, Detroit Lakes, MN 56502

office@milleryardcareandconstruction.com

218-849-9794

Client Name: Detroit Lakes Public School Administrator Office

Jobsite Address: 702 Lake Ave, Detroit Lakes, MN 56501

Billing Address: cgedrose@detlakes.k12.mn.us

Contract Terms: Snow service provided from 10/1/2025-5/1/2026

This Scope of Work represents the snow and ice services that will be provided for the following location:

702 Lake Ave, Detroit Lakes, MN 56501

Level of Service

Scope of work for Detroit Lakes Public School Administrator Office (client). Miller Family Enterprises DBA Miller Yard Care and Construction (Contractor) is the provider for the following snow removal activities: plowing, snowblowing, walk shoveling, brooming, and ice melt applications. Miller Family Enterprises will commence service in accordance with weather conditions as appropriate. This is not a zero tolerance account and in the case of continual snowfall some snow may accumulate on lot and/or walkways. Contractor will work with the storm in a manner that keeps priority areas passable. Contractor strives to provide timely and prompt 24/7 service and to maintain areas specified for snow removal on a regular basis. Contractor furthermore strives to complete initial snow removal operations prior to business opening hours. However, client should keep in mind that due to heavy snow, heavy ice, or snow fall starting or continuing after 3am, client may see a delay in response. Completion times may vary depending on snowfall commencement, duration, and accumulation.

Completion time scenarios:

Contractor has a route cut-off time of 3am.

- Snow events that hit trigger and end by 3am
 - Contractor will begin clearing at 3am.
- Snow events starting after 3am
 - Snow events starting after 3am are considered a "day storm." Service commencement times will be customized per event and snowfall amount. Contractor will clear snow as able/appropriate and prioritize accounts by opening times. Contractor will do a final cleanup as needed after the snow event is finished and businesses are closed.
- Continuous snow events that begin before 3am and continue after 3am.
 - Service commencement times will be customized per event and snowfall amount. If significant accumulation occurs by 3am, contractor will clear routes and then follow procedure for "day storm." If minimal accumulation has occurred by 3am, route commencement time is dependent on contractor's discretion based on predicted snowfall amount.
- Drifting

- If drifting causes snow to accumulate to trigger levels, the drifting event is treated the same as a snowfall event

Scenarios are for example only. Route commencement time is dependent upon Contractor's discretion based on snowfall commencement, duration and accumulation.

Days of service

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Triggers: Snow will be removed at or above the following "triggers":

- Dusting to ½" snow: ice melt applied to lot as needed
- Generally, ice melt applied to lot after each plowing event, depending on weather conditions
- ½" snow or more: snow removed from walks. Possible snow removal from lot depending on weather conditions
- 1" snow or more: snow removed from walks and lot

Note that trigger amounts vary depending on location and drifting. It is up to the Contractor's best judgment whether trigger amounts have been met and the best snow removal method to proceed with based on weather and temperature. Clearing operation plans will be customized for each specific weather event.

Service area: Snow will be removed from the following areas:

- All driveways and parking areas
- City sidewalks and sidewalks/doors around building. Does not include sidewalk coming off of State St to steps/lower level doors
- Street curb along State St and Lake Ave

Concealed Conditions/Extreme Conditions/Property Preparation

As part of this contract—the contractor will stake (one time) with fiberglass or nylon stakes and pickets as needed the layout of the parking lot. Contractor is not responsible for damages due to foreign material being left in the parking lot, unmarked hazards, or conditions changing due to winter weather (eg. Frost heaving drains, curb stops, pavement cracks etc). Pavement markings will wear due to normal plowing/blowing operations. Metal cutting edges which are best at minimizing hard-pack snow and ice will leave rust marks and small scrape marks on the pavement and chips and scuffs on curbs and pavers—these are considered normal wear and tear and are not the responsibility of the contractor. Contractor will exercise reasonable care to avoid damage to pavement, curbs, trees, and shrubs. However, contractor is not responsible for damage to landscaping caused by piling of snow, spreading of salt, or the spreading of the chemicals described in this agreement; damage to items that are snow covered or not visible; damage caused by equipment when tree, shrub, and sidewalk areas are not reasonably delineated due to snow accumulation; personal injuries resulting from slip and fall accidents, and/or Acts of God, including, but not limited to, extraordinary weather conditions.

Client understands that plowing (or salting) of a particular location may not clear to the "bare pavement," and that slippery conditions may continue to prevail even after plowing (or application of salt). It shall be the responsibility of the client to notify the contractor in the event that weather conditions cause the melting and re-freezing of any previously treated surface area. Client understands that the contractor assumes no liability for this naturally

occurring condition, and the client agrees to indemnify, defend, and hold Miller Family Enterprises DBA Miller Yard Care and Construction harmless for any and all claims, demands, causes of action, injuries, damages, trespasses or suits in law or equity including but not limited to attorney's fees incurred to defend any claim or suit, court costs, and other costs incurred in defense or any claim that may arise as a result of this naturally occurring condition.

Client understands in the case of extreme weather conditions—e.g. blizzard and sub zero cold, the contractor reserves the right to extended working periods to allow for rest for the operators and warming for the shovelers without penalty to the contractor. Client must also understand that service may not be available at all times. In order to be dependable and safe, Miller Family Enterprises DBA Miller Yard Care and Construction requires time for our drivers to rest and equipment to be serviced between events. Contractor will use their judgment based on the information they have to determine whether or not to start clearing snow.

Contractor will maintain liability insurance in an amount equal or greater than \$1,000,000 at all times.

Monitoring

Client will notify Contractor if Client wishes Contractor to return to Client's premises to perform additional services, including clearing plow ridges or inspection for melt and freeze. Contractor shall not be expected to service potentially dangerous conditions for which it has not been given reasonable notice. Client acknowledges Contractor is not engaged, nor does it accept engagement, as a continuing monitor of potentially dangerous or unsafe conditions which may arise by reason of thawing and refreezing of previously plowed or treated areas.

Payment

This contract for snow removal services covers the entire 2025-2026 winter season. Services will be charged per time. Invoices will be sent out the first of the month and due within 30 days of invoice date. Late or missed payment may result in termination of service until the account is made current.

Snow Season Service Charges

- Apply ice melt to lot as needed: \$80 per time
- Clear snow from walks: \$135 per time (includes ice melt as needed)
- Clear snow from lot: \$85 per time
- Additional snow removal services requested: priced accordingly

** In the event of significant ice, snow accumulation or drifting, Contractor reserves the right to charge extra for additional time and materials to perform services.*

Terms & Conditions

Termination Clause: This contract is cancelable upon written notification by either party. Monies invoiced or due for services rendered are due and payable upon such cancellation.

Payment Terms: Client agrees to promptly pay invoices within thirty (30) days of receipt. Accounts that are past due may not be serviced until account is brought up-to-date. Customer understands and accepts that the delays in payments made may result in appropriate legal action being taken to collect monies owed. Customer understands and agrees that costs of such legal action, including without limitation lawyers' fees, costs and expenses of suit or bringing suit, may be passed on to the customer, and customer accepts this condition. Contract shall be binding, inure to the benefit of the parties and their heirs, executors and administrators, and assignee's.

Site Damage: Contractor accepts responsibility to repair any physical damage to your site directly caused by us during performance of work covered by this agreement that is beyond normal wear and tear of plowing operation.

Dispute Prevention/Resolution:

Prevention: We agree that we have a common interest in preventing any misunderstandings or differences that may arise between us from becoming claims against one another. With the intent of avoiding this, we agree that we shall make good faith efforts to identify in advance and discuss the potential causes of disputes.

Resolution: We agree that if, and only if, the dispute still remains unsettled for an additional [thirty, forty-five, etc.] days, then we shall submit the dispute to binding neutral arbitration. In this event, we agree that any controversy or claim arising out of, or relating to our contracts dated, or the breach thereof, shall be settled by binding arbitration in accordance with the applicable rules of the American Arbitration Association. We both agree that any action through arbitration against either of us relating to any breach of this agreement must be commenced within one (1) year from the date of the work.

Hold Harmless: The client shall indemnify, defend, and hold harmless Miller Family Enterprises DBA Miller Yard Care and Construction, its owners, employees and subcontractors from and against any and all claims, damages, reasonable attorneys' fees, costs and expenses which the contractor incurs as a result of a claim or claims brought by the owner or any third party, arising out of any wrongdoing, negligence and/or breach of contract by the owner alleged or otherwise, or any Act of God, including but not limited to extraordinary weather conditions, that is related, in any manner whatsoever, to the premises or the owner's involvement with the premises or the services, including but not limited to personal injuries resulting from slip and fall accidents.

Authorization: Any individual who signs this agreement on behalf of Miller Family Enterprises DBA Miller Yard Care and Construction or the property owner represents, promises, and guarantees that he or she is fully authorized to execute this agreement on behalf of his or her employer or company. In the case of an agent of the client, such agent represents, promises, and guarantees that such agent is fully authorized to execute this agreement on behalf of the owner of the premises.

Obligation: The parties agree that the contractor has made no promise or representation except as expressed in this contract. Further, no act or acquiescence by the contractor shall be deemed a waiver of any obligation of the client or owner or manager. **Severability:** Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective will, to the extent the law is contravened, be considered separable and inapplicable and will not affect any other provision or provisions of this Agreement.

Shortages: Client acknowledges that product and material shortages or other circumstances beyond Contractor's control may require Contractor, if Contractor finds it necessary or expedient to do so, to make material/substance substitutions and/or modifications to substance mix.

Extra Service: Client agrees to pay to Contractor for any and all Extra Services. Customer may authorize additional Extra Services upon reasonable notice to Contractor.

Client Operating Hours & Snow Removal Request Days

Please complete the table below.

Days	Yes- snow removal needed	No - snow removal not required	Hours of operation for snow removal (i.e. cleared by what time in a.m. and continue until what time in p.m.) Please also describe if only a section needs to be cleared by a certain time.
Example: Saturday	☒	☐	7am-12pm. Loading dock needs to be cleared by 6am
Monday - Friday	☒	☐	Sidewalks & Parking lot by 7am. Sidewalks thru-out daytime until 5pm if necessary.
Saturday	☐	☐	
Sunday	☐	☐	
Holidays	☐	☐	
Other	☐	☐	

As specified in contract, Contractor reserves the right to commence snow removal operations with each snow event, including events that fall outside of client's operating hours. The above table specifies what days Client wants to remain on the Contractor's priority route list. Snow removal for all other dates is dependent on Contractor's discretion. If Client's operating hours change (including early closures due to extreme weather), they are responsible to notify Contractor. In the absence of notification, continued snow removal service is dependent upon Contractor's discretion.

Site manager/contact name: _____ Title: _____

Phone: _____ Email: _____

Client's signature: _____ Date: _____

Client Name (print): _____ Title: _____

Contractor's signature: _____ Date: _____