

AGREEMENT FOR THE DIVISION OF MAINTENANCE RESPONSIBILITIES FOR A TOWN LINE ROAD

This agreement is hereby entered into this 20th day of May, 2024, by and between the Town Board of Supervisors of Brandon Township, Douglas County, Minnesota and the Town Board of Supervisors of Millerville Township, Douglas County, Minnesota.

WHEREAS, Brandon Township and Millerville Township share the following described town line road(s):

Limb Rd NW east from Chippewa Heights Rd NW to end of Brandon/Millerville Town Line

WHEREAS, Minn. Stat. § 164.12 directs town boards to divide roads along the line between two townships (Town Line Road) and enter into an agreement for the maintenance of those roads;

WHEREAS, Minn. Stat. § 164.13 requires towns with Town Line Roads to bear jointly and in equal shares the expense of constructing and maintaining any bridge on the road(s) as made necessary by the construction of a drainage ditch or by reason of the changing, widening or alteration of any drainage ditch, or by reason of altering or changing of any watercourse;

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual promises and benefits that each party shall derive from this resolution, Brandon Township and Millerville Township hereby enter into the following agreement for the division of maintenance responsibilities for the above described town line roads.

I. DIVISION OF THE ROADS

the town line road right-of-way shall be divided for maintenance purposes as follows:

Brandon Township shall maintain the following described portion of the line road:

Limb Rd NW east from Chippewa Heights Rd NW to end of Brandon/Millerville Town Line at no cost to Millerville Township

Millerville Township shall maintain the following described portion of the line road:

NONE of Limb Rd NW east from Chippewa Heights Rd NW to end of Brandon/Millerville Town Line

II. GENERAL DIVISION OF MAINTENANCE OF RESPONSIBILITY

Each Township will be responsible for conducting routine inspections and maintenance of their respective portions of the line road(s). Routine maintenance shall include, at a minimum, the following:

Grading, snow plowing, brushing, mowing, inspection, signing, weed removal and adding gravel as needed.

III. SPECIFIC DIVISION OF MAINTENANCE RESPONSIBILITIES AND ACTIVITIES

In addition to the general division of maintenance responsibilities, the Townships agree to the following specific provision related to the division of specific maintenance responsibilities and required activities.

Cost for Drainage Structures: In addition to the requirements of Minn. Stat. § 164.13 regarding bridges, the Townships agree that the cost to repair or replace culverts on any portion of the town line road will be:

Paid by Brandon Township

Tree Removal: Removing trees (as defined in Minn. Stat. § 160.22, subd. 7(a) from the town line road right-of-way as needed to avoid interference with travel, maintenance, or safety will be the responsibility of the Township responsible for the maintenance of the portion of the town line road in which the trees are located. If the trees are outside of the jurisdictional boundaries of the Township, it may request the assistance of the Township with jurisdiction to assist in removing the tree. Any costs incurred by the responding Township to assist in the removal of the trees shall be paid by the requesting Township.

Major Repair: Any major repair or alteration defined as those items not specifically mentioned above, shall be:

Determined on a case by case basis

IV. DIVISION OF COSTS

A Township interested in initiating an activity that requires the sharing of costs between the Townships, or with the expectation of sharing costs, shall notify and obtain approval from the other

Township before undertaking the activity. If the parties do not agree to the need, scope, or other aspects of the proposed activity, the advice of an engineer will be obtained. Any cost associated with obtaining the advice will be shared equally by the Townships.

V. DISPUTES

If a disagreement arises regarding the fairness of the division of maintenance responsibilities provided in this agreement and the parties are not able to resolve the disagreement, the issue will be submitted to the county board for a determination of the proper division of responsibility as provided in Minn. Stat. § 164.12, subd. 6.

VI. AMENDMENTS

Any alterations, amendments, deletions, and waivers of the provisions of this agreement shall be valid only when reduced to writing and duly signed by each Township.

VII. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous line road agreements presently in effect between the parties concerning the above described road(s).

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of this May _____ day of 20 _____, 2024.

Brandon _____ Township

Millerville _____ Township

By the Town Board of Supervisors:

By the Town Board of Supervisors:

[Signature]
Town Board Chair

[Signature]
Town Board Chair

Attest: [Signature]
Town Clerk

Attest: [Signature]
Town Clerk

