

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

This agreement is hereby entered into this 7th day of January, 2015 (amended from May 2, 2012), by and between the Town Board of Supervisors of Springvale Township, Isanti County, Minnesota and the City of Cambridge, Isanti County, Minnesota.

WHEREAS, Springvale Township and the City of Cambridge share the following described town line road(s):

**329th Avenue Northwest
T.36N – R.24W – S.36
Airport Road / Bituminous section
686 feet north side/ 1261 feet south side / 24 feet across (2596 sq. yds.)**

WHEREAS, Minn. Stat. § 164.12 directs governmental unit to divide town line roads and enter into an agreement for the maintenance of those roads;

WHEREAS, Minn. Stat. § 164.13 requires governmental units 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, in consideration of the mutual promises and benefits that each party shall derive here from, Springvale Township and the City of Cambridge hereby enter into this agreement for the division of maintenance responsibilities for the above described town line roads.

Division of the Road(s): The town line road and rights-of-way shall be divided for maintenance purposes as follows:

Springvale Township will do the road and right-of-way maintenance of the City of Cambridge's bituminous portion of 329th Avenue Northwest- approximately 2596 square yards. Road maintenance includes: bituminous maintenance, snow and ice removal, brushing, and mowing.

The City of Cambridge will reimburse Springvale Township the road and rights-of-way maintenance expense of their bituminous portion of 329th Avenue Northwest- approximately 2596 square yards.

General Division of Maintenance Responsibility: Each governmental unit 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:

Maintenance responsibility is listed above under each governmental unit.

Specific Division of Maintenance Responsibilities and Activities: In addition to the general division of maintenance responsibilities, the governmental units 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 governmental units agree that the cost to repair or replace culverts on any portion of the town line road will be discussed and agreed upon by the Townships on a case by case basis.

Tree Removal: Removing trees (as defined in Minn. Stat. § 160.22, subd. 7a) from the town line road right-of-way as needed to avoid interference with travel, maintenance, or safety will be the responsibility of the governmental unit 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 governmental unit, it may request the assistance of the governmental unit with jurisdiction to provide assistance to achieve the removal. Any costs incurred by the removal of the trees shall be discussed and agreed upon by the governmental unit on a case by case basis.

DIVISION OF COSTS

A governmental unit interested in initiating an activity that requires the sharing of costs between governmental units, or with the expectation of sharing costs, shall notify and obtain approval from the other governmental unit before undertaking the activity. If the parties do not agree to the need, scope, or other aspects of the proposed activity, the matter may be submitted as a dispute to the Isanti County Board.

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 Isanti County Board for a determination of the proper division of responsibility as provided in Minn. Stat. § 164.12, subd. 6.

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 governmental unit.

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 7th day of January, 2015.

Springvale Township
34354 Holly St NW
Cambridge, MN 55008
763-689-4207

City of Cambridge
300 Third Ave. NE
Cambridge, MN 55008
763-689-1800

By the Town Board of Supervisors:

By the City Public Works division:

Signature: Steve Lindgren

Signature: Marlys A. Palmer

Town Board Chair

Title: Mayor

Attest: Michelle Kleven
Town Clerk

Attest: Lynda Woulfe
Title: City Administrator