

# CROSS-JURISDICTIONAL MAINTENANCE AGREEMENT

## BETWEEN CROW WING COUNTY AND CITY OF BAXTER FOR INTERSECTIONS

This Agreement is made and entered into this day of June 10, 2024, by and between the County of Crow Wing, a political subdivision of the State of Minnesota, 326 Laurel Street, Brainerd, Minnesota, 56401, hereinafter referred to as "Crow Wing", and the City of Baxter, a municipal corporation of the State of Minnesota, 13190 Memorywood Dr. Baxter, Minnesota 56425, hereinafter referred to as "Baxter".

**WHEREAS**, the Crow Wing County Highway Department is the road authority of County State Aid Highways (CSAH) and county roads (CR) in Crow Wing; and

**WHEREAS**, Crow Wing is responsible for performing road maintenance operations in the road right of ways along CSAH and Cr roads and

**WHEREAS**, Baxter is responsible for performing road maintenance operations in the road right of ways along Baxter city streets that intersect CSAH and CR roads; and

**WHEREAS**, Crow Wing and Baxter wish to mutually establish a formal written agreement for maintenance responsibilities; and

NOW THEREFORE Crow Wing and Baxter agree to the following

### 1. MAINTENANCE

**Roadway Maintenance** - Crow Wing will be responsible for CSAH/CR rights-of-way maintenance within the City of Baxter. Road maintenance shall include, but is not limited to: snow plowing with sanding/salting; crack sealing; asphalt patching; shouldering; tree and brush cleanup, control and removal; beaver control; roadside mowing and weed control including spraying of noxious weeds within the rights-of-way; upon customer request, right-of-way enforcement pertaining to objects placed within the clear zone or road right-of-way's; replacement of existing signage; road sweeping; pavement markings; existing culvert repairs, replacement and cleaning; emergency situations that pose a danger to public safety; washouts; ATV damage; and any other type of "normal" road maintenance.

**Storm Sewers** - The maintenance of the completed storm sewer system including manholes, catch basins, catch basin leads, trunklines and detention basins (including ponds and their outlet structures) installed as part of the project shall be the responsibility of Baxter. Routine maintenance is considered all procedures to keep the system in working order as designed. Rehabilitation of pipes and structures within Crow Wing rights-of-way shall be the responsibility of Crow Wing.

**Sanitary Sewer and Waterlines** - Baxter shall be responsible for all maintenance and future costs of all sanitary sewer and waterline repairs within the road right of way. Crow Wing will not provide maintenance or reconstruction services for sanitary sewer or waterlines.

**Trails & Sidewalks** – Baxter shall be responsible for all maintenance and future costs of all sidewalk/trail systems. Crow Wing will not provide maintenance or reconstruction services for the sidewalk/trail systems, including the Paul Bunyan State Trail. It will be the responsibility of Baxter to determine any long-term agreements with the State regarding the Paul Bunyan State Trail.

**Roundabouts** - Baxter shall be responsible for general maintenance of the interior of the

roundabout intersections, inside the mountable/drivable portions of roundabouts. Any appurtenances, structures, landscaping, etc. to be placed within the roundabout shall have prior written authorization from Crow Wing before placing or constructing items in roundabouts.

**Streetlight/Traffic Control Signal Lighting** - The maintenance and power costs of any streetlight/traffic control signal structure and lights (proposed or future) and the costs to repair knockdowns and replacements not reimbursable through insurance or other means will be the responsibility of Baxter.

**Landscaping** – Crow Wing does not allow landscaping within the right-of ways without written authorization other than turf establishment, erosion control and/or lawn cutting/weed control. Any landscaping performed without written authorization is subject to removal at Crow Wing’s discretion.

**Pavement Markings** – Pavement markings within Crow Wing’s rights-of-way will be Crow Wing’s responsibility. Pavement marking application and reapplications will be at the discretion of Crow Wing. Baxter may be eligible to participate in Crow Wing’s annual pavement marking contract, if requirements are met for city streets.

**Snowplowing/Removal Operations** - Snowplowing shall be performed by plowing one pass on each side of the road’s center line and depositing the snow into the road ditch. Adequate salt/sand application shall be placed after the road is plowed to improve roadway safety and vehicle traction. Snow removal will be performed at the discretion of Crow Wing, on a case by case basis.

## 2. **COSTS**

Neither party shall invoice the other for operations performed under this Agreement. It is agreed that the duties listed above are the road maintenance responsibilities of both entities.

If damages occur to CSAH/CR roads or Baxter City Streets as a result of Crow Wing’s road maintenance operations, then Crow Wing shall be responsible for repairing those damages at no cost to Baxter.

If damages occur to of Baxter City Streets or Crow Wing County Roads as a result of Baxter’s road maintenance operations, then Baxter shall be responsible for repairing those damages at no cost to Crow Wing.

## 3. **EXCLUSIONS**

Maintenance does not include engineered construction or road reconstruction/resurfacing that would be performed as part of an approved 5-year capital improvement plan by the road authority.

## 4. **TERM**

This Agreement shall remain in effect indefinitely but reviewed and revised before May 1, 2028. At that time, the terms of this Agreement will be reviewed and, if necessary, modified to suit the current conditions. If the agreement term expires, this agreement will continue indefinitely until terminated or renewed.

**5. TERMINATION**

Either party may terminate this Agreement by providing a 30-day written notice to the other party.

**6. NOTICE**

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the Crow Wing County Engineer, 16589 County Road 142, Brainerd, Minnesota, 56401, on behalf of the Unorganized 1<sup>st</sup> Assessment District, Crow Wing County, and the Baxter Public Works Director, 13190 Memorywood Dr. Baxter, Minnesota 56425.

**7. HOLD HARMLESS AND INDEMNIFICATION**

To the extent allowed by law, Crow Wing and Baxter mutually agree to indemnify and hold each other harmless from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

Each party shall obtain and keep in full force and effect at its own cost and expense for the duration of this Agreement insurance coverage with limits no lower than those set forth in Minnesota Statutes § 466.04 or as may be amended. Adequate or otherwise required insurance coverage obtained through the Minnesota Counties Intergovernmental Trust, Minnesota Association of Townships Insurance Trust, or League of Minnesota Cities Insurance Trust satisfies the insurance requirements of this section.

**8. 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 all negotiations between the parties relating to the subject matter hereof, as well as any previous agreement presently in effect between the parties to the subject matter hereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

**9. PURPOSE**

The purpose of this Agreement is to establish a clear set of responsibilities and expectations with respect to the road maintenance operations performed by both parties within the Baxter City limits in Crow Wing County.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

**COUNTY OF CROW WING**

**CITY OF BAXTER**

By: \_\_\_\_\_

Timothy Bray, P.E.  
Crow Wing County Engineer

By: \_\_\_\_\_

Darrel Olson  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

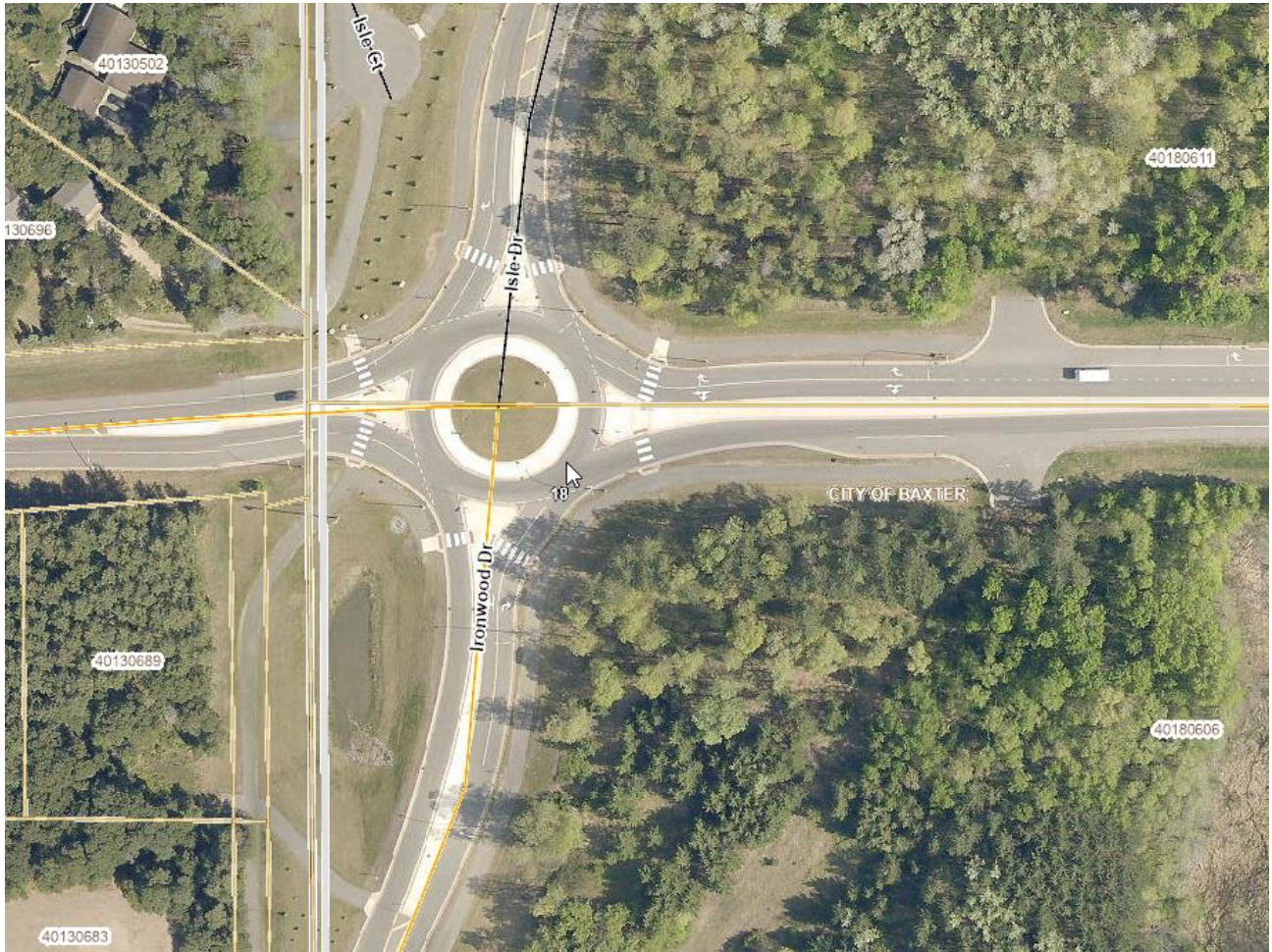
ATTEST:  
APPROVED:

By: \_\_\_\_\_

Stephanie Shook  
Asst. Crow Wing County Attorney

Date: \_\_\_\_\_

CSAH 48/Isle Dr/Ironwood Dr.



### CSAH 48 / Knollwood Drive



### CR 170 / Jasperwood Drive



### CSAH 48 / Knollwood Drive



### CSAH 48 / College Road / College Drive



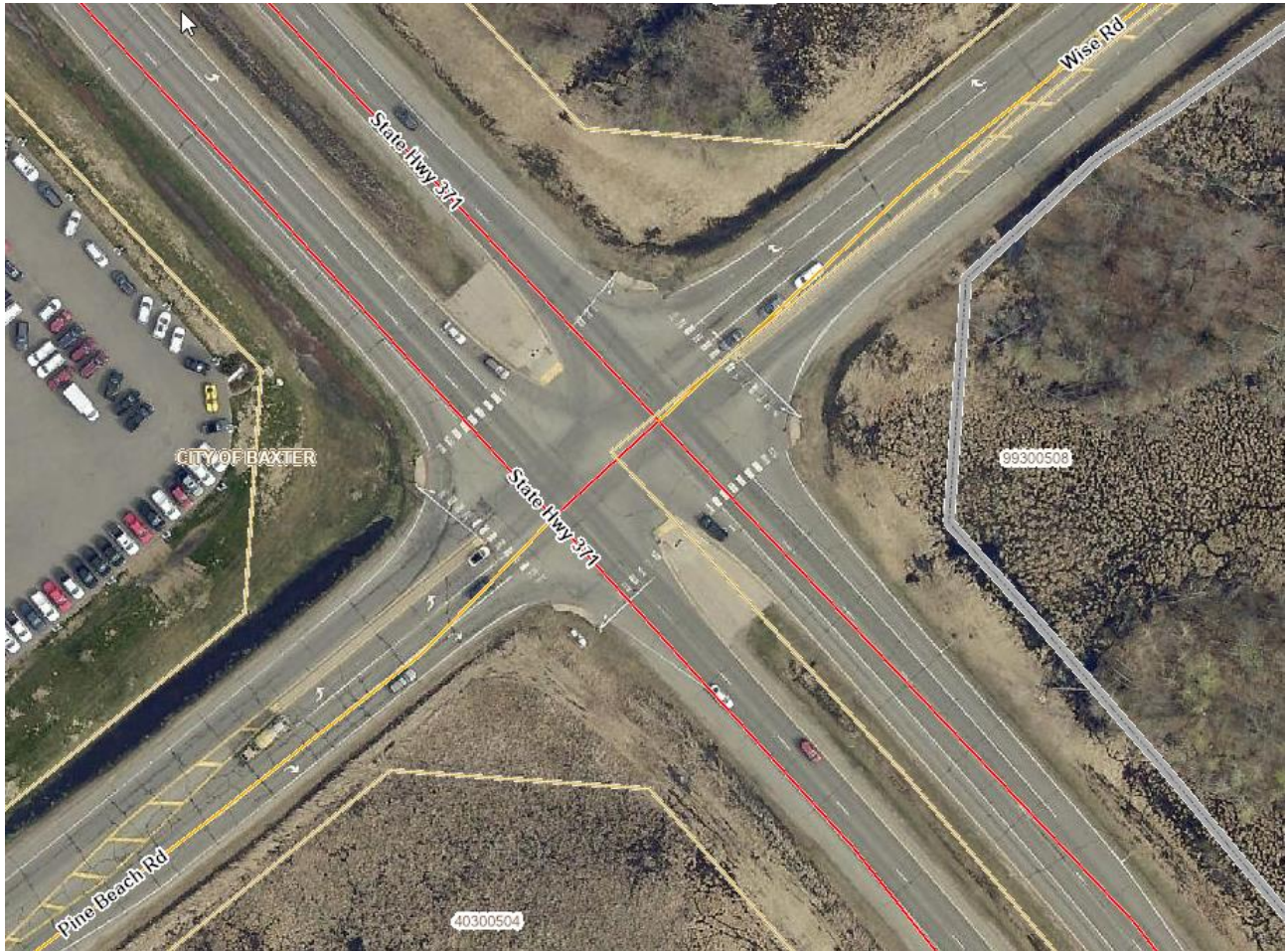
### CSAH 48 / TH 371



### CSAH 48 / TH 210



CSAH 77 / TH 371 / CSAH 49



**CSAH 77/Inglewood Dr.**



**CSAH 48/Cypress Dr.**