

**CROSS-JURISTICTIONAL MAINTENANCE AGREEMENT**  
**BETWEEN CROW WING COUNTY AND CITY OF BAXTER**

This Agreement is made and entered into this day of May 1, 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 political subdivision of the State of Minnesota, 13190 Memorywood Dr. Baxter, Minnesota 56425, hereinafter referred to as "Baxter"

WHEREAS, The Crow Wing County Board of Commissioners acts as the Township Board in the Unorganized, 1<sup>st</sup> Assessment District in Crow Wing County; and,

WHEREAS, Crow Wing is responsible for road maintenance operations in the Unorganized, 1<sup>st</sup> Assessment District; and,

WHEREAS, Crow Wing and Baxter have exchanged road maintenance operations for a long period of time with no formal written agreement in place; and,

WHEREAS, Crow Wing and Baxter wish to mutually agree on the maintenance of roads listed in this agreement,

NOW THEREFORE Crow Wing and Baxter agree to the following:

**1. MAINTENANCE**

Crow Wing will be responsible for the maintenance of Woida Road, west of Inglewood Drive located partially in the First Assessment District and partially in the City of Baxter. In exchange Baxter is responsible for the snowplowing of Welton Road and Shelisa Lane. Road maintenance shall include: snow plowing with sanding/salting, brushing, tree & brush control & removal, roadside mowing & weed control, dust control, road sweeping, culvert cleaning, emergency situations that pose a danger to public safety, minor washouts requiring < 20 cubic yards of material to repair, and any other type of road maintenance that is not described in this agreement.

**a. Snowplowing 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. Snowplowing operations shall be the same on Woida Road, Shellisa Lane and Welton Road as other roads in close proximity.

**2. COSTS**

Neither party shall invoice the other for work performed. It is an agreed equal trade agreement for road maintenance and snowplowing operations by both entities.

**3. EXCLUSIONS**

Maintenance does not include engineered construction or road reconstruction.

**4. TERM**

This Agreement shall remain in effect until 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 term of this agreement expires, it will continue indefinitely until terminated or renewed.

**5. TERMINATION**

Either entity may terminate this agreement by providing a 30 day written notice to the other party. Changes and alterations shall be mutually agreed upon and documented with a new agreement.

**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. INDEMNIFICATION**

Crow Wing and Baxter mutually agree to indemnify and hold harmless each other 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 future road maintenance operations on Woida Road and snowplowing operations on Welton Road and Shelisa Lane in the Baxter City limits and Unorganized, First Assessment District in Crow Wing County. This agreement formalizes the long-standing unwritten agreement between Crow Wing and Baxter.

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

**COUNTY OF CROW WING**

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

Timothy Bray, P.E.  
Crow Wing County Engineer

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

**CITY OF BAXTER**

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

Trevor Walter, P.E.  
City of Baxter Public Works Director

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

ATTEST:

APPROVED:

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

Stephanie Shook  
Asst. Crow Wing County Attorney

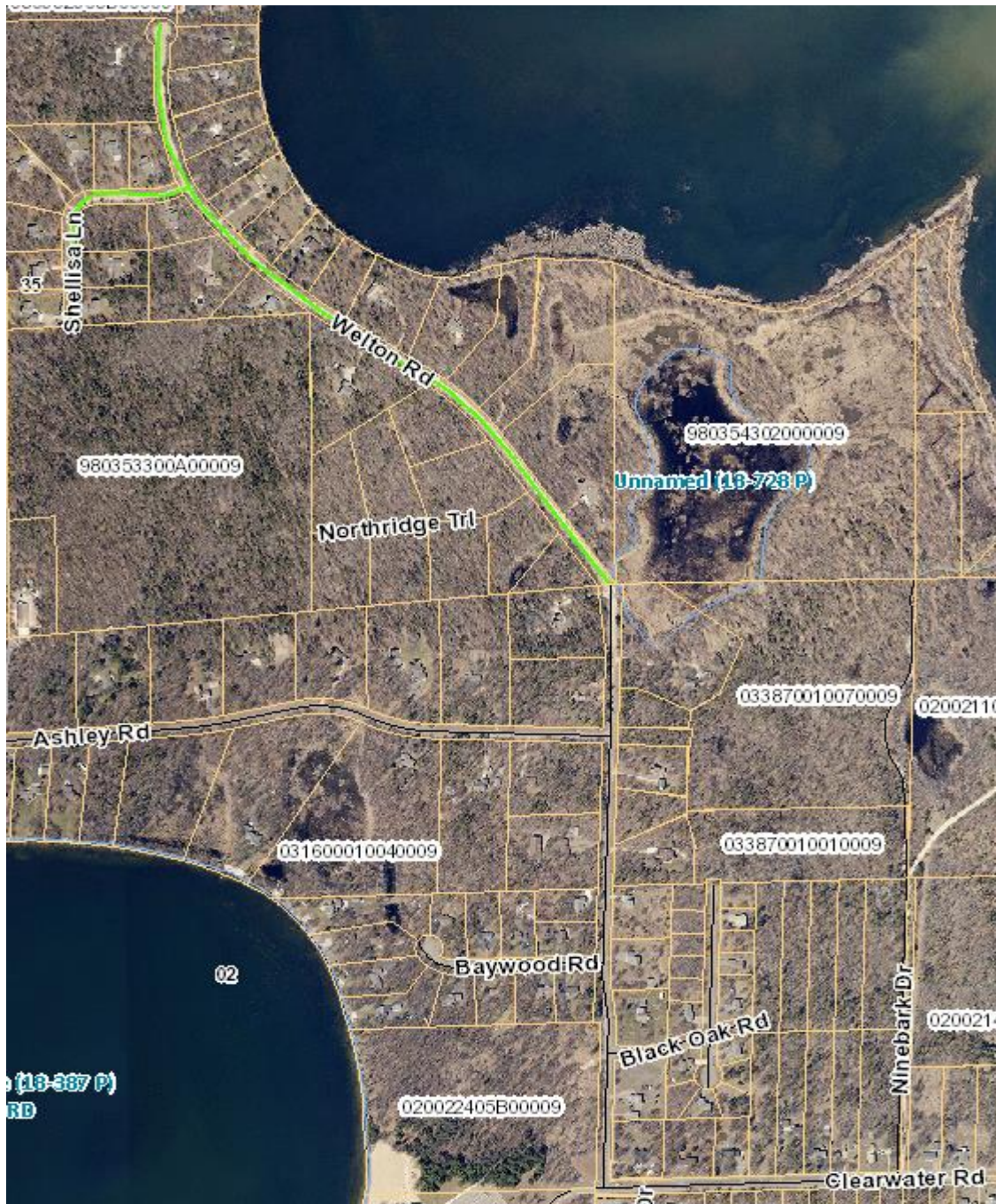
Date: \_\_\_\_\_

**Jurisdictional Mileage**

Road	Total Road Mileage	City of Baxter	Crow Wing County (FAD)
Woida Rd (West of Inglewood Dr.)	.5 mile	.36 miles	.14 miles
Welton Road	1.14 miles	.5 miles	.64 miles
Shellisa Lane	.19 miles	0 miles	.19 miles

**Mileage swap**

City of Baxter – .83 miles of snowplowing for County  
Crow Wing County - .36 miles road maintenance for City of Baxter



Wolda Road (West of Ingleswood Dr.)



KEVIN A. LUKKO ..... AUDITOR  
DICK ROSS ..... SHERIFF  
DONALD E. RYAN ..... ATTORNEY  
AUREEN E. BORDEN ..... TREASURER  
CATHY LUDENIA ..... RECORDER  
JETER J. JERLOFSKY, JR. .... ADMINISTRATOR  
KARTYN SCHMIDT ..... ASSESSOR  
DUANE A. BLANCK, P.E. .... HIGHWAY ENGINEER  
ION SIGETY ..... SURVEYOR  
THOMAS J. COWELL ..... LAND COMMISSIONER  
DARRELL PASKE ..... COURT ADMINISTRATOR  
CAROL CARLSON ..... COMMUNITY HEALTH ADMINISTRATOR  
VACANT ..... PLANNING AND ZONING  
DOUGLAS R. MORRIS ..... SOLID WASTE COORDINATOR  
SUSAN M. BECK ..... SOCIAL SERVICES DIRECTOR  
DENNY HOLMEN ..... INFORMATION SYSTEMS DIRECTOR  
DAVID R. SCHULDEISZ ..... VET'S SVC & EMERG. MGMT  
MICHAEL KEARNS ..... PARKS DIRECTOR

COUNTY HIGHWAY DEPARTMENT  
202 LAUREL STREET  
BRainerd, MINNESOTA 56401-3584

COUNTY COMMISSIONERS  
JOHN R. FERRARI, CHAIRMAN  
DEWAYNE "DEWEY" TAUTGES  
GILBERT B. DEWES, VICE CHAIRMAN  
ED LARSEN  
TERRY L. SLUSS

TELEPHONE (218) 824-1110  
TOLL FREE (866) 824-1110  
FAX (218) 824-1111



**CROW WING COUNTY**  
BRainerd, MINNESOTA 56401

December 4, 2002

Trevor Walter, Public Works Director  
City of Baxter  
P. O. Box 2626  
Baxter, Minnesota 56425

Re: Road Jurisdiction and Maintenance

Dear Mr. Walter,

FILE	DATE
Engr	Design
Assist	Surveys
Admin	C-M
Maint	Traffic
Const	R/W
Office	Lab
Shop	Sign


This letter is written as somewhat of a follow-up to my November 20, 2001 letter regarding the same referenced subject since there have been additional changes in the city boundaries affecting some of our common or bordering roadways.

The summary contained in my November 20, 2001 letter remains valid in my opinion with minor revision. However, there are some roads which seem to need a clarification as to "...who is maintaining what..." since they are now located within both the City of Baxter and the Unorganized Territory; they are Danielson Road (Dellwood Drive extended - also is partly within the City of Brainerd), Novotny Road and Woida Road.

I suggest that the County continue to maintain Novotny Road and Danielson Road, and that the City of Baxter assume maintenance for Woida Road from Inglewood Drive to TH 371. Unless you find objection to this suggestion, we will proceed with winter maintenance on this basis.

I believe this change and the summary of my November 20, 2001 letter cover the various related road concerns at the present time. If I have missed something, please advise. At some point it may be appropriate to put all of this into a formal agreement approved by the City Council and the County Board.

Sincerely,

  
Duane A. Blanck  
County Highway Engineer

cc: County Administrator

AN EQUAL OPPORTUNITY EMPLOYER