

**TOWN OF LAKETOWN & TOWN OF DAHLGREN  
COUNTY OF CARVER  
STATE OF MINNESOTA**

**LAKETOWN TWP RESOLUTION 2025-13  
DAHLGREN TWP RESOLUTION 115-25**

**AGREEMENT FOR THE DIVISION OF MAINTENANCE**

**RESPONSIBILITIES FOR TOWN LINE ROADS**

This agreement is hereby entered into this 14 day of July, 2024, by and between the Town Board of Supervisors of Dahlgren Township, Carver County, Minnesota and the Town Board of Supervisors of Laketown Township, Carver County, Minnesota.

**WHEREAS**, Laketown Township and Dahlgren Township share the following described town line roads: portions of Little Avenue and Augusta Road; and

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

**NOW, THEREFORE**, in consideration of the mutual promises and benefits that each party shall derive herefrom, Laketown Township and Dahlgren Township hereby enter into this agreement for the division of maintenance responsibilities for the above described town line roads, as follows:

**General Division of Maintenance Responsibility**: Each Township will be responsible for conducting routine inspections and maintenance of their respective portions of the line road(s) identified below.

**Laketown Township shall maintain** the following described portion of the line roads:

- That portion of Little Avenue in Section 31 that borders both Dahlgren and Laketown Townships.
- That portion of Augusta Road from a point approximately 155 feet east of the line between the southwest quarter of the southeast quarter and the southeast quarter of the southeast quarter of Section 34, Township 116, Range 24, west to the north-south section line separating Section 33 and 34 (Jersey Avenue).

**Dahlgren Township shall maintain** the following described portion of the line roads:

- The west portion of the shared portion of Augusta Road from the north-south section line separating Section 33 and Section 34 (Jersey Avenue) west to Kelly Road.

The map attached as Exhibit A depicts the portions of roads that each party is to maintain.

**General Division Maintenance Responsibilities:** General division Maintenance responsibilities shall include:

- For paved roads, road maintenance means crack sealing (typically performed annually), pot hole repair, road repair, ditch debris/vegetation clearing, grass cutting, trash/litter removal and other minor road work including shoulder graveling and snowplowing. The responsible Township is expected to perform General Division Maintenance in the same manner as it does for its non-townline roads.
- For gravel roads, road maintenance means grading, shoulder disking, ditch debris/vegetation clearing, additional gravel, and repair and snowplowing.

Costs for all General Division Maintenance Responsibilities shall be shared equally between Dahlgren and Laketown Townships, except that each Township shall bear its own costs for snowplowing that portion of the townline road(s) it maintains and except that Laketown Township shall bear all costs of Maintaining that portion of Augusta road that is located entirely in Laketown Township. All General Division Maintenance Responsibility costs shall be settled and paid quarterly.

**Non-General Division Maintenance Responsibilities:** Non-General Division Maintenance Responsibilities shall include, but not be limited to:

- Culvert replacement, ditch excavating, widening or reconstruction of the road, repair of washouts from flooding, tree removal, drainage improvements such as ditch cleaning or widening or downstream ditch work (after the water leaves the road ditch), and damage to the road by a property owner.
- Chip sealing shall be performed no earlier than 3 years nor no later than 5 years after initial paving, with the exact time frame being consistent with the recommendation of Laketown's engineer after the annual road tour. Subsequent chip sealing shall occur every 5 to 7 years after the last chip sealing, with the exact time frame being consistent with the recommendation of Laketown's engineer after the annual road tour.
- Patching of the paved road where a section of pavement is cut out and replaced with new pavement.
- Any Non-General Division Maintenance repair performed under this Agreement shall not be performed (except for emergency maintenance) until both Townships have agreed on the cost of such maintenance.

Non-General maintenance will be addressed between the townships to determine what maintenance needs to be done, when the maintenance will occur, how maintenance is to be completed, and who will perform said maintenance. This will occur prior to any work being performed, except in the case of an emergency where the road presents a hazard to the public and can be repaired immediately. Non-General Division Maintenance will be paid for equally between the townships, except that Laketown Township shall bear all costs of non-General maintenance on that portion of Augusta road that is located entirely in Laketown Township. Work performed by Laketown Township or Dahlgren Township will be billed at Dahlgren Township's contracted rate with third party contractors that is in effect at the time

such Non-General maintenance work is performed. All Non-General Division Maintenance Responsibility costs shall be settled and paid quarterly.

**Special Road Improvements:** The following paved road work will not be considered maintenance, but will be considered a special road improvement, the cost of which will be shared equally between Laketown Township & Dahlgren Township:

- Mill & Overlay – Approximately 21 years from initial paving.
- Total rebuild of road – Approximately 32 years from initial paving.

Special Road Improvements shall only be performed once both Dahlgren and Laketown Townships have reached a separate written agreement on the extent of such improvement, its timing, its cost and which party shall contract for such improvements.

**Maintenance Procedures:** Dahlgren and Laketown Township shall adhere to the following procedures:

- Each Township will maintain the respective roads on the same schedule as other similar roads in each township (e.g. snow plowing on the roads covered by this agreement shall be performed at such time as the other roads in the Township performing the work are plowed, etc.).
- Resident complaints will be handled by the Township where the resident resides. Each Town Board will notify the other if complaints concern that portion of the road maintained by the other Town.
- The Town Boards discuss work that needs to be done on the shared roads at the annual meeting of the Town Boards as required by this Agreement and at such other times as may be convenient for the parties.

### **ANNUAL JOINT MEETING**

The Town Boards of Dahlgren Township and Laketown Township shall meet at least once annually during the second quarter of the year to discuss the status of the joint roads, maintenance of the joint roads, non-general division maintenance and special road improvements.

### **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 Townships agree to jointly submit the issue to the Carver County Board of Commissioners for their joint 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 Township.

**TERM OF AGREEMENT**

This Agreement shall take effect on the latter of 1) 7 days after the engineer that the Townships retain to pave that part of Augusta Road shown on the attached Exhibit C informs the Townships that the repaving of such portion of Augusta Road is substantially complete; or 2) the latest date that both Townships have signed this Agreement. Until this Agreement takes effect, the road maintenance agreement between the parties dated August 13, 1979/September 17, 1979 shall remain binding upon the parties unless otherwise terminated pursuant to the terms of that agreement.

Once this Agreement takes effect, it shall remain in force until terminated by either party. Termination shall occur 90 days after the terminating party serves the other party with notice of intent to terminate, said notice to be personally delivered or delivered via certified mail to the Clerk of the non-terminating Township.

**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 14 day of July, 2025.

**Laketown Township**

By the Town Board of Supervisors:

\_\_\_\_\_  
Town Board Chair

**Dahlgren Township**

By the Town Board of Supervisors:

\_\_\_\_\_  
Town Board Chair **Jeff Thompson**

Attest: \_\_\_\_\_  
Town Clerk

Attest: Mary Olson  
Town Clerk **Mary Olson**



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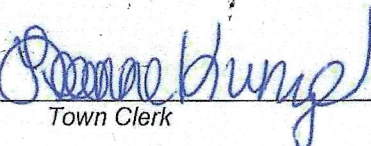
IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of this 23<sup>rd</sup> day of June 2025.

**Laketown Township**

By the Town Board of Supervisors:

  
\_\_\_\_\_  
Town Board Chair

Attest:

  
\_\_\_\_\_  
Town Clerk

**Dahlgren Township**

By the Town Board of Supervisors:

\_\_\_\_\_  
Town Board Chair

Attest:

\_\_\_\_\_  
Town Clerk

