

**IN THE MATTER OF  
THE ORDERLY ANNEXATION BETWEEN  
THE CITY OF BAXTER AND  
CROW WING COUNTY (UNORGANIZED TERRITORY)  
PURSUANT TO MINNESOTA STATUTES § 414.0325**

**WHEREAS**, on February 26, 2016 a Notice of Intent to include property in an orderly annexation area was published pursuant to the requirements of Minnesota Statutes § 414.0325 Subd. 1b; and

**WHEREAS**, the City of Baxter and Crow Wing County jointly agree to designate and request the annexation of the following described land located within unorganized territory within Crow Wing County to the City of Baxter, Crow Wing Minnesota;

See Exhibit A attached hereto for the list of all legal descriptions. See Exhibit A-1 attached hereto which is a parcel map of all parcels to be annexed. The list of legal descriptions includes parcels along Dellwood Drive, Mertens Drive and Whispering Woods Lane.

**WHEREAS**, that part of Dellwood Drive lying North of Novotny Road is in need of repair and all parties agree that all portions of Mertens Drive and Whispering Woods Lane should be paved; and

**WHEREAS**, that part of Dellwood Drive needing repair is now partly within the City of Baxter, partly within the City of Brainerd and the remainder is in unorganized territory, Crow Wing County, and said road is now maintained in its entirety by Crow Wing County; and

**WHEREAS**, Mertens Drive and the easterly portion of Whispering Woods Lane are now within said unorganized territory or within the City of Baxter and the County maintains said roads; and

**WHEREAS**, the County has agreed to reconstruct said portion of Dellwood Drive as long as the City of Baxter and City of Brainerd agree to participate in the cost of said reconstruction and take over maintenance of said road upon completion of the reconstruction. A copy of the cost sharing agreement between the City and County for the reconstruction of said road is attached hereto as Exhibit B; and

**WHEREAS**, the County has agreed to pay to the City \$67,432.10 designated for the City to pave said portion of Whispering Woods Lane and all of Mertens Drive as long as the City of Baxter agrees to take over maintenance of said roads and Dellwood Drive upon completion of the reconstruction to Baxter street specifications; and

**WHEREAS**, the City has agreed to take on future maintenance and pay for their share of the reconstruction as long as certain parcels are within the City so benefitting parcels contribute through taxes and/or assessments to the future maintenance of Dellwood Drive. The City shall not,

however, assess any costs of the 2016 repaving of Dellwood Drive, Whispering Woods Lane or Mertens Drive that will be completed by the City of Baxter or County to adjacent landowners annexed by this Agreement; and

**WHEREAS**, the County acknowledges that the City of Baxter shall annex these lands in anticipation of the project and does not object to said annexation; and

**WHEREAS**, the City of Baxter and Crow Wing County are in agreement as to the orderly annexation of the unincorporated land described; and

**WHEREAS**, Minnesota Statutes § 414.0325 provides a procedure whereby the City of Baxter and Crow Wing County may agree on a process of orderly annexation of a designated area; and

**WHEREAS**, the City of Baxter and Crow Wing County have agreed to all the terms and conditions for the annexation of the above-described lands; and the signatories hereto agree that no alteration of the designated area is appropriate and no consideration by the Chief Administrative Law Judge is necessary. The Chief Administrative Law Judge may review and comment, but shall within thirty (30) days, order the annexation in accordance with the terms of the resolution.

**NOW, THEREFORE, BE IT RESOLVED**, jointly by the City Council of the City of Baxter and Crow Wing County as follows:

1. **Property.** That the following described land is subject to orderly annexation pursuant to Minnesota Statutes § 414.0325, and that the parties hereto designate the area for orderly annexation; and agree that the land be immediately annexed:

See Exhibit A attached hereto

2. **Acreage/Population/Usage.** That the orderly annexation area consists of approximately 153 acres, the population in the area is 28, and the land use type is residential.

3. **Jurisdiction.** That the City of Baxter and Crow Wing County by submission of this joint resolution to the Municipal Boundary Adjustment Unit of the Office of Administrative Hearings, confers jurisdiction upon the Chief Administrative Law Judge so as to accomplish said orderly annexation in accordance with the terms of this resolution.

4. **Municipal Reimbursement.** Minnesota Statutes § 414.036.

a. **Reimbursement to Towns for Lost Taxes on Annexed Property.**

There shall be no reimbursement for lost taxes but, as part consideration for this Agreement, the City does agree to pay its share of the costs to reconstruct said road as set forth in Exhibit B and take over future maintenance of these roads upon completion of the reconstruction.

**b. Assessments and Debt.**

That pursuant to Minnesota Statutes § 414.036 with respect to any special assessment assigned by the Township to the annexed property and any portion of debt incurred by the Township prior to the annexation and attributable to the property to be annexed, but for which no special assessments are outstanding, for the area legally described (herein or attached exhibit) there are no special assessments or debt.

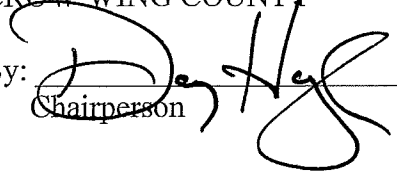
5. The City of Baxter and Crow Wing County agree that upon receipt of this resolution, passed and adopted by each party, the Chief Administrative Law Judge may review and comment, but shall within thirty (30) days, order the annexation in accordance with the terms of the resolution.

6. **Other Terms of Resolution.** The County agrees to complete reconstruction of said road pursuant to the terms set forth in Exhibit B. Both parties agree that the costs of this reconstruction shall be shared as set forth in Exhibit B and neither party shall assess any portion of these costs to the adjacent landowners. This Agreement is also contingent on both the County and the City agreeing to transfer road authority and maintenance to the City upon completion of construction.

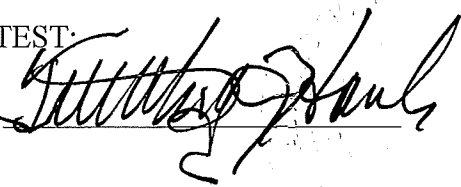
7. **Zoning.** Property within the designated annexation areas identified in this Joint Resolution shall continue to be subject to County and Township zoning, subdivision, shoreland, and related regulations until it is annexed into the City. Upon the effective date of the annexation, the property annexed shall become subject to the City's regulations.

Adopted by affirmative vote of all the members of the Crow Wing County Board this \_\_\_\_\_ day of MAR 08 2016 2016.

CROW WING COUNTY

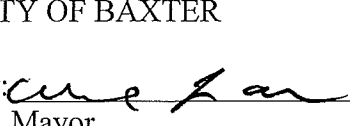
By:   
Chairperson

ATTEST:

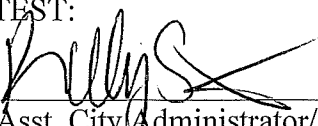
By: 

Adopted by affirmative vote of the City Council of Baxter this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF BAXTER

By:   
Mayor

ATTEST:

By:   
Asst. City Administrator/Clerk

Approved this 7 day of March 2016.

Exhibit A

PID 970322300B00009

The North 520 feet of the West 208 feet of the Southwest Quarter of the Northwest Quarter, Section 32, Township 134, Range 28, Crow Wing County, Minnesota.

PID 970322300AA0009

The South Half of the Northwest Quarter of Section 32, Township 134, Range 28, Crow Wing County, Minnesota, EXCEPT that part thereof described as follows: Commencing at the Northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 32 and thence running South for a distance of 520 feet along the West line of said Section 32; thence East for a distance of 208 feet; thence North for a distance of 502 feet to the North line of said Southwest Quarter of the Northwest Quarter; thence West 208 feet along said North line for a distance of 208 feet to the point of beginning.

AND EXCEPT

That part thereof described as follows: Beginning at the Southwest corner of said Northwest Quarter; thence North 1 degree 17 minutes 49 seconds East, assumed bearing, 278.56 feet along the West line of said Northwest Quarter; thence South 89 degrees 54 minutes 52 seconds East 622.58 feet; thence South 1 degree 17 minutes 49 seconds West 278.56 feet; thence North 89 degrees 54 minutes 52 seconds West 622.58 feet along the South line of said Northwest Quarter to the point of beginning.

AND EXCEPT the Southeast Quarter of said Northwest Quarter.

PID 970322300C00009

That part of the Southwest Quarter of the Northwest Quarter, Section 32, Township 134, Range 28, Crow Wing County, Minnesota, described as follows: Beginning at the Southwest corner of said Northwest Quarter; thence North 1 degree 17 minutes 49 seconds East, assumed bearing, 278.56 feet along the West line of said Northwest Quarter; thence South 89 degrees 54 minutes 52 seconds East 622.58 feet; thence South 1 degree 17 minutes 49 seconds West 278.56 feet to the South line of said Northwest Quarter; thence North 89 degrees 54 minutes 52 seconds West 622.58 feet along the South line of said Northwest Quarter to the point of beginning.

PID 970323200AB0009

The Northeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 32, Township 134, Range 28, Crow Wing County, Minnesota.

PID 992020010010009

Lot 1, Block 1, Mertens Addition

PID 992020010020009

Lot 2, Block 1, Mertens Addition

PID 992020010030009

Lot 3, Block 1, Mertens Addition

PID 992020010040009

Lot 4, Block 1, Mertens Addition

PID 992020010050009  
Lot 5, Block 1, Mertens Addition

PID 992020010060009  
Lot 6, Block 1, Mertens Addition

PID 970323100BA0009  
That part of the Northeast Quarter of the Southwest Quarter, Section 32, Township 134, Range 28, described as follows, to-wit: Commencing at the Northwest corner of said NE $\frac{1}{4}$  SW $\frac{1}{4}$ ; thence Easterly along the north line thereof a distance of 462.27 feet; thence southerly, parallel with the west line of said NE $\frac{1}{4}$  SW $\frac{1}{4}$  a distance of 960.92 feet; thence west parallel with the north line of said NE $\frac{1}{4}$  SW $\frac{1}{4}$  a distance of 132.25 feet; thence South parallel with the west line of said NE $\frac{1}{4}$  SW $\frac{1}{4}$  a distance of 370.01 feet, more or less, to the south line of said NE $\frac{1}{4}$  SW $\frac{1}{4}$ ; thence west along the said south line to the southwest corner of said NE $\frac{1}{4}$  SW $\frac{1}{4}$ ; thence Northerly along the West line thereof to the point of beginning.

PID 970323100B00889  
Northeast Quarter of the Southwest Quarter of Section 32 in Township 134 North of Range 28 West of the 5<sup>th</sup> P.M. containing 40 acres more or less, according to the United States Government Survey thereof, except a tract of land 450 feet by 290.4 feet wide in the Northeast corner of said tract of land, and subject to any reservations and easements of record. EXCEPT that part of the Northeast Quarter of the Southwest Quarter, Section 32, Township 134, Range 28, described as follows, to-wit: Commencing at the Northwest corner of said NE $\frac{1}{4}$  SW $\frac{1}{4}$ ; thence Easterly along the north line thereof a distance of 462.27 feet; thence southerly, parallel with the west line of said NE $\frac{1}{4}$  SW $\frac{1}{4}$  a distance of 960.92 feet; thence west parallel with the north line of said NE $\frac{1}{4}$  SW $\frac{1}{4}$  a distance of 132.25 feet; thence South parallel with the west line of said NE $\frac{1}{4}$  SW $\frac{1}{4}$  a distance of 370.01 feet, more or less, to the south line of said NE $\frac{1}{4}$  SW $\frac{1}{4}$ ; thence west along the said south line to the southwest corner of said NE $\frac{1}{4}$  SW $\frac{1}{4}$ ; thence Northerly along the West line thereof to the point of beginning.  
Except that part conveyed to the DNR for trail purposes.

PID 970323100A00009  
The North 450 feet of the East 290.4 feet of the Northeast Quarter of the Southwest Quarter of Section 32, Township 134, Range 28, Crow Wing County, Minnesota.

PID 970323400F00009  
That part of the Southeast Quarter of the Southwest Quarter, Section 32, Township 134 North, Range 28 West, Crow Wing County, Minnesota, described as follows: Commencing at the Northeast corner of said Southeast Quarter of the Southwest Quarter; thence South 00 degrees 42 minutes 15 seconds West, assumed bearing, along the East line of said Southeast Quarter of the Southwest Quarter a distance of 508.00 feet to the point of beginning; thence North 89 degrees 51 minutes 31 seconds West a distance of 664.44 feet to the center of a 33.00 foot road easement being the point of beginning; thence continuing North 89 degrees 51 minutes 31 seconds West a distance of 673.04 feet to the West line of said Southeast Quarter of the Southwest Quarter; thence South 0 degrees 33 minutes 47 seconds West along said West line of said Southeast Quarter of the Southwest Quarter a distance of 333.23 feet; thence South 89 degrees 48 minutes 10 seconds East a distance of 688.47 feet to the center of said 33.00 foot road easement, a distance of 334.15 feet to the point of beginning.

PID 970323400AD0009

That part of the Southeast Quarter of the Southwest Quarter of Section 32, Township 134 North, Range 28 West, Crow Wing County, Minnesota, described as follows: Commencing at the Northeast corner of said Southeast Quarter of the Southwest Quarter; thence South 00 degrees 42 minutes 15 seconds West, assumed bearing, along the east line of said Southeast Quarter of the Southwest Quarter a distance of 508.00 feet to the point of beginning; thence North 89 degrees 51 minutes 31 seconds West a distance of 664.44 feet to the center of a 33.00 foot road easement; thence South 2 degrees 05 minutes 00 seconds East, along the center of said 33.00 foot road easement a distance of 334.15 feet to the north line of the South 489.40 feet of said Southeast Quarter of the Southwest Quarter; thence South 89 degrees 48 minutes 10 seconds East, along said North line of the South 489.40 feet, a distance of 648.18 feet to said East line of the Southeast Quarter of the Southwest Quarter; thence North 0 degrees 42 minutes 15 seconds East, along said East line of the Southeast Quarter of the Southwest Quarter, a distance of 334.54 feet to the point of beginning.

Except that part conveyed to the DNR for trail purposes.

PID 970323400AC0009

That part of the Southeast Quarter of the Southwest Quarter of Section 32, Township 134 North, Range 28 West, Crow Wing County, Minnesota, described as follows: Commencing at the Northwest corner of said Southeast Quarter of the Southwest Quarter; thence South 89 degrees 51 minutes 31 seconds East, assumed bearing, along the North line of said Southeast Quarter of the Southwest Quarter a distance of 525.00 feet to the point of beginning; thence South 0 degrees 33 minutes 47 seconds West a distance of 525.00 feet to the point of beginning; thence South 0 degrees 33 minutes 47 seconds West a distance of 24.82 feet to the center line of an existing road; thence southeasterly a distance of 164.39 feet, along said center line along a non-tangential curve, concave to the southwest, having a radius of 115.00 feet and a central angle of 81 degrees 54 minutes 13 seconds, the chord of said curve is 152.77 feet in length and bears South 49 degrees 09 minutes 10 seconds East; thence South 7 degrees 32 minutes 00 seconds East along said center line a distance of 145.00 feet; thence South 2 degrees 05 minutes 00 seconds East along said centerline a distance of 240.00 feet; thence South 89 degrees 51 minutes 31 seconds East a distance of 664.44 feet to the East line of said Southeast Quarter of the Southwest Quarter; thence North 0 degrees 42 minutes 15 seconds East along the East line of said Southeast Quarter of the Southwest Quarter a distance of 508.00 feet to the Northeast Quarter of said Southeast Quarter of the Southwest Quarter; thence North 89 degrees 51 minutes 31 seconds West along the North line of said Southeast Quarter of the Southwest Quarter a distance of 813.73 feet to the point of beginning.

Except that part conveyed to the DNR for trail purposes.

PID 970323400D00009

That part of the Southeast Quarter of the Southwest Quarter, Section 32, Township 134, Range 28, Crow Wing County, Minnesota, described as follows: Beginning at the Northwest corner of the Southeast Quarter of the Southwest Quarter, proceed East 525 along the North line of the Southeast Quarter of the Southwest Quarter to the place of beginning; thence South 350 feet parallel to the West line of the Southeast Quarter of the Southwest Quarter; thence North 350 feet parallel with the West line of the Southeast Quarter of the Southwest Quarter; thence East 75 feet parallel with the north line of the Southeast Quarter of the Southwest Quarter; thence North 350 feet parallel with the

west line of the Southeast Quarter of the Southwest Quarter; thence West 75 feet along the North line of the Southeast Quarter of the Southwest Quarter to the place of beginning.

PID 970323400B00009

That part of the Southeast Quarter of the Southwest Quarter, Section 32, Township 134, Range 28, Crow Wing County, Minnesota, described as follows: Beginning at the Northwest corner of the Southeast Quarter of the Southwest Quarter, proceed East 250 feet along the North line of said Southeast Quarter of the Southwest Quarter to the place of beginning; thence South 350 feet parallel to the West line of said Southeast Quarter of the Southwest Quarter; thence East 275 feet parallel with the North line of said Southeast Quarter of the Southwest Quarter; thence North 350 feet parallel with the West line of said Southeast Quarter of the Southwest Quarter; thence West 275 feet along the North line of said Southeast Quarter of the Southwest Quarter to the place of beginning.

PID 970323400AE0009

The Southeast Quarter of the Southwest Quarter, Section 32, Township 134, Range 28, Crow Wing County, Minnesota, EXCEPT that part described as follows:

That part of the Southeast Quarter of the Southwest Quarter, Section 32, Township 134, Range 28, Crow Wing County, Minnesota, described as follows: Beginning at the Northwest corner of the Southeast Quarter of the Southwest Quarter, proceed East 250 feet along the North line of said Southeast Quarter of the Southwest Quarter to the place of beginning; thence South 350 feet parallel to the West line of said Southeast Quarter of the Southwest Quarter; thence East 275 feet parallel with the North line of said Southeast Quarter of the Southwest Quarter; thence North 350 feet parallel with the West line of said Southeast Quarter of the Southwest Quarter; thence West 275 feet along the North line of said Southeast Quarter of the Southwest Quarter to the place of beginning.

AND EXCEPT:

That part of the Southeast Quarter of the Southwest Quarter, Section 32, Township 134, Range 28, Crow Wing County, Minnesota, described as follows: Beginning at the Northwest corner of the Southeast Quarter of the Southwest Quarter, proceed East 525 along the North line of the Southeast Quarter of the Southwest Quarter to the place of beginning; thence South 350 feet parallel to the West line of the Southeast Quarter of the Southwest Quarter; thence North 350 feet parallel with the West line of the Southeast Quarter of the Southwest Quarter ; thence West 75 feet along the North line of the Southeast Quarter of the Southwest Quarter to the place of beginning.

AND EXCEPT:

The North 350 feet of the West 250 feet of said Southeast Quarter of the Southwest Quarter.

AND EXCEPT:

That part of the Southeast Quarter of the Southwest Quarter of Section 32, Township 134 North, Range 28 West, Crow Wing County, Minnesota, described as follows: Commencing at the Northeast corner of said Southeast Quarter of the Southwest Quarter; thence South 00 degrees 42 minutes 15 seconds West, assumed bearing, along the east line of said Southeast Quarter of the Southwest Quarter a distance of 508.00 feet to the point of beginning; thence North 89 degrees 51 minutes 31 seconds West a distance of 664.44 feet to the center of a 33.00 foot road easement; thence South 2 degrees 05 minutes 00 seconds East, along the center of said 33.00 foot road

easement a distance of 334.15 feet to the north line of the South 489.40 feet of said Southeast Quarter of the Southwest Quarter; thence South 89 degrees 48 minutes 10 seconds East, along said North line of the South 489.40 feet, a distance of 648.18 feet to said East line of the Southeast Quarter of the Southwest Quarter; thence North 0 degrees 42 minutes 15 seconds East, along said East line of the Southeast Quarter of the Southwest Quarter, a distance of 334.54 feet to the point of beginning.

AND EXCEPT:

That part of the Southeast Quarter of the Southwest Quarter, Section 32, Township 134 North, Range 28 West, Crow Wing County, Minnesota, described as follows: Commencing at the Northeast corner of said Southeast Quarter of the Southwest Quarter; thence South 00 degrees 42 minutes 15 seconds West, assumed bearing, along the East line of said Southeast Quarter of the Southwest Quarter a distance of 508.00 feet to the point of beginning; thence North 89 degrees 51 minutes 31 seconds West a distance of 664.44 feet to the center of a 33.00 foot road easement being the point of beginning; thence continuing North 89 degrees 51 minutes 31 seconds West a distance of 673.04 feet to the West line of said Southeast Quarter of the Southwest Quarter; thence South 0 degrees 33 minutes 47 seconds West along said West line of said Southeast Quarter of the Southwest Quarter a distance of 333.23 feet; thence South 89 degrees 48 minutes 10 seconds East a distance of 688.47 feet to the center of said 33.00 foot road easement, a distance of 334.15 feet to the point of beginning.

AND EXCEPT:

The South 489.4 feet of the Southeast Quarter of the Southwest Quarter, Section 32, Township 134, Range 28, Crow Wing County, EXCEPT that part conveyed to the DNR for the Paul Bunyan Trail.

PID 970323400E00009

The South 489.4 feet of the Southeast Quarter of the Southwest Quarter, Section 32, Township 134, Range 28, Crow Wing County, EXCEPT that part conveyed to the DNR for the Paul Bunyan Trail.

PID 970323300AC0009

The Southwest Quarter of the Southwest Quarter of the Southeast Quarter, Section 6, Township 133, Range 28, EXCEPT the West 200 feet thereof and except the East 175 feet thereof.

PID (none assigned – Paul Bunyan Trail area)

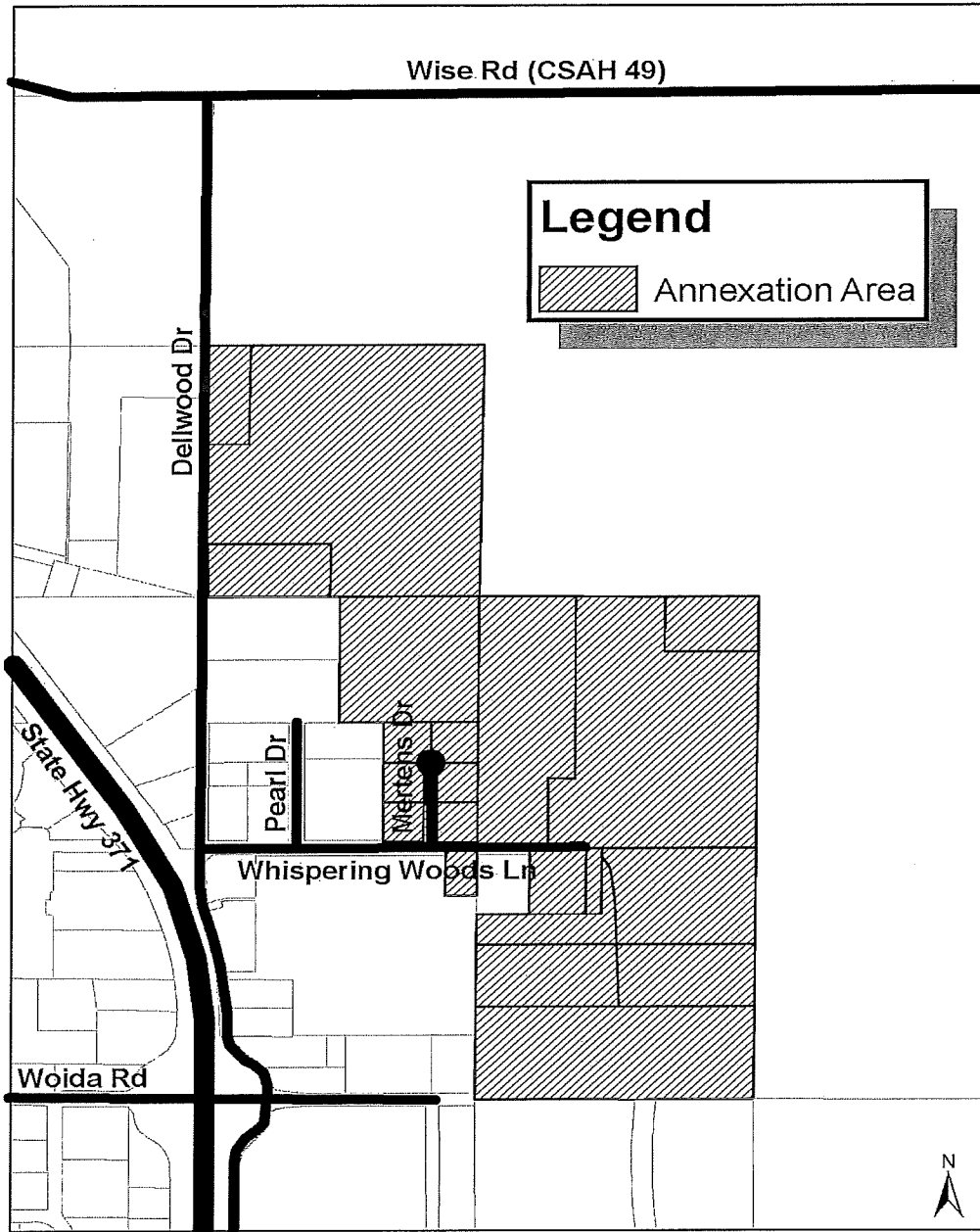
All that portion of the former Burlington Northern Railroad Company right of way as originally located and constructed upon, over and across the Southwest Quarter of Section 32, Township 134, Range 28, Crow Wing County Minnesota, further described in Document Number 431206, which is on file in the office of the Crow Wing County Recorder.



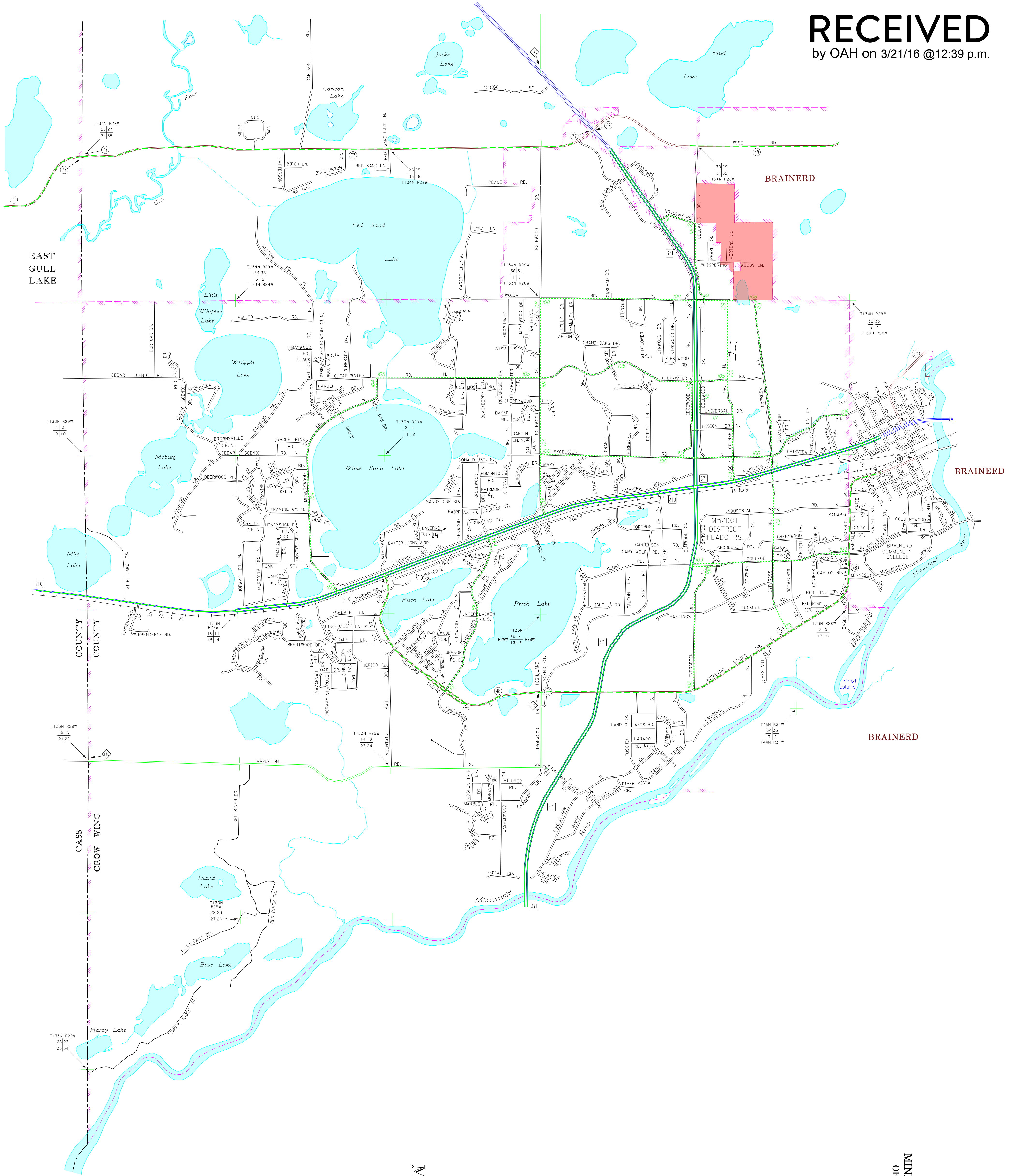
Exhibit A-1

REC'D BY  
MBA

MAR 21 2016

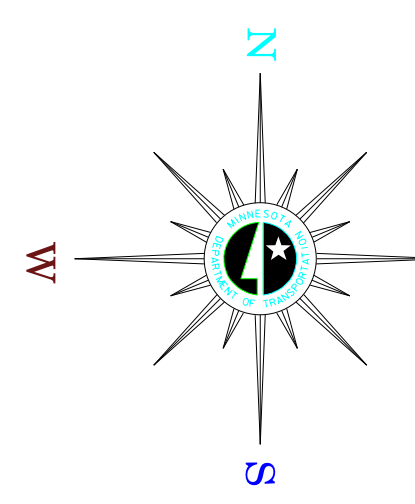
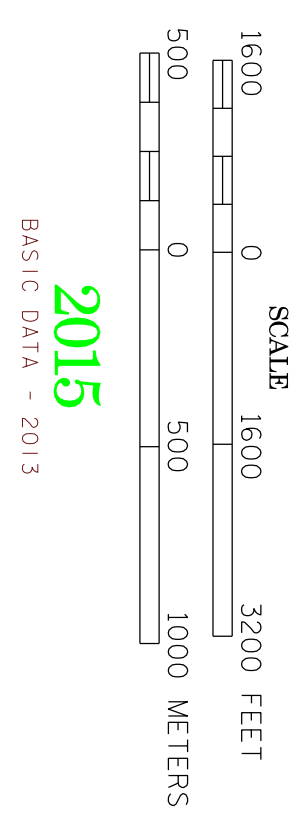


RECEIVED  
by OAH on 3/21/16 @12:39 p.m.



MUNICIPALITY OF  
**BAXTER**

PREPARED BY THE  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
OFFICE OF TRANSPORTATION SYSTEM MANAGEMENT  
IN COOPERATION WITH  
U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION



- LEGEND**
- INTERSTATE TRUNK HIGHWAY..... (371)
  - U.S. TRUNK HIGHWAY..... (49)
  - STATE TRUNK HIGHWAY..... (20)
  - COUNTY STATE AID HIGHWAY..... (2)
  - CORPORATE LIMITS..... (2)
  - PUBLIC ROAD..... (2)
  - PRIVATE ROAD..... (2)

### MUNICIPAL STATE AID STREET SYSTEM

- LEGEND**
- MUNICIPAL COUNTY STATE AID STREET.....
  - MUNICIPAL STATE AID STREET.....
  - COUNTY STATE AID HIGHWAY.....
  - COUNTY ROAD.....
  - TRUNK HIGHWAY.....

**CONSTRUCTION COST SHARE AGREEMENT BETWEEN  
CROW WING COUNTY, THE CITY OF BAXTER AND THE CITY OF BRAINERD  
FOR IMPROVEMENTS TO DELLWOOD DRIVE  
BETWEEN NOVOTNY ROAD AND COUNTY STATE AID HIGHWAY (CSAH) 49**

This Agreement is made and entered into this day of MAR 08 2016, 2016, by and between the County of Crow Wing, State of Minnesota, a political subdivision of the State of Minnesota, 326 Laurel Street, Brainerd, Minnesota, 56401, hereinafter referred to as "County", the City of Baxter, Minnesota, a political subdivision of the State of Minnesota, P.O. Box 2626, 13190 Memorywood Drive, Baxter, MN 56425, hereinafter referred to as "Baxter", and the City of Brainerd, Minnesota, a political subdivision of the State of Minnesota, 501 Laurel Street, Brainerd, MN, hereinafter referred to as "Brainerd".

**WITNESSETH**

WHEREAS, the parties mutually agree that improvements to the above referenced segment of Dellwood Drive to provide a 10-ton rural design with 12' travel lanes and 6' shoulders should be performed, and,

WHEREAS, a portion of Dellwood Drive lies within the city limits of Baxter and Brainerd, with the remainder being a town road in the Unorganized Territory that the County has responsibility for, and,

WHEREAS, Baxter and Brainerd shall be responsible for construction and right-of-way costs within the city limits.

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

**I. PURPOSE**

The parties have joined together for the purpose of reconstructing Dellwood Drive as described in the plans and specifications numbered Crow Wing County Project S.A.P. 018-592-003 on file in the office of the Crow Wing County Highway Department (hereinafter referred to as the "Project").

**II. DUTIES**

**A. Design and Construction**

The County shall provide all engineering services for the Project unless otherwise stated in this agreement. Design engineering, construction engineering and contract administration fees in an amount equal to eighteen percent of the applicable party's construction costs, shall be reimbursable from Baxter and Brainerd. The County shall do the calling for all bids and the acceptance of all bid proposals. The County shall perform the right-of-way acquisition services, with Baxter and Brainerd providing reimbursement for the parcels currently within their respective city limits.

**B. Inspection and Approval**

The County shall provide contract administration, construction inspection, staking and

testing for the Project. Baxter and Brainerd shall also be available to inspect said work and notify the County of any concerns that arise during or after the completion of the Project. Approval of the completed construction by the County shall be final, binding and conclusive upon Baxter and Brainerd as to the satisfactory completion of the construction.

### III. COSTS

A. The contract costs of the work, or if the work is not contracted, the cost of all labor, materials, normal engineering costs and equipment rental required to complete the work, shall constitute the estimated construction costs and shall be so referred to herein. Actual construction costs may vary and those will be the actual costs for which the relevant parties will be responsible.

B. The estimated construction cost of the Project is \$333,457. A grant in the amount of \$214,695 has been obtained, making the total estimated local share of the project \$118,762. Based upon current municipal boundaries, the County will be responsible for 25% of the local share, Baxter will be responsible for 50% of the local share and Brainerd will be responsible for 25% of the local share. Participation in the construction costs is as follows:

1. Baxter shall pay fifty percent (50%) of all items associated with construction of the project. The estimated cost to Baxter for these items, after applying the grant, is \$59,381.

Baxter shall pay an amount equal to 18% of its construction costs without applying the grant. The estimate for this amount is  $\$333,457 \times 50\% \times 18\% = \$30,011$ . Baxter shall reimburse the County for right-of-way acquisition on properties currently within Baxter city limits. The estimated cost for this is \$8,320. Baxter shall reimburse the County for costs associated with a separate tree clearing project. The estimated cost of this for Baxter is  $\$5,550 \times 50\% = \$2,775$ .

The total estimated cost for Baxter for the Project is \$100,487 as shown in Attachment A. This amount is only an estimate and Baxter agrees to pay its share of actual costs incurred by the County in fulfilling this agreement. Partial and final payments to the contractor shall be made by the County.

2. Brainerd shall pay twenty five percent (25%) of all items associated with construction of the project. The estimated cost to Brainerd for these items, after applying the grant, is \$29,691.

Brainerd shall pay an amount equal to 18% of its construction costs without applying the grant. The estimate for this amount is  $\$333,457 \times 25\% \times 18\% = \$15,006$ . Brainerd shall reimburse the County for right-of-way acquisition on properties currently within Brainerd city limits. The estimated cost for this is \$3,400. Brainerd shall reimburse the County for costs associated with a separate tree clearing project. The estimated cost of this for Brainerd is  $\$5,550 \times 25\% = \$1,388$ .

The total estimated cost for Brainerd for the Project is \$49,484 as shown in Attachment A. This amount is only an estimate and Brainerd agrees to pay its share of actual costs incurred by the County in fulfilling this agreement. Partial and final payments to the contractor shall be made by the County.

3. The County shall pay twenty five percent (25%) of all items associated with construction of the project. The estimated cost to the County for these items, after applying the grant, is \$29,691

The County shall fund its own engineering and right-of-way acquisition costs. The County will be responsible for costs associated with a separate tree clearing project. The estimated cost of this for the County is  $\$5,550 \times 25\% = \$1,388$ .

#### **IV. TERM**

This Agreement shall continue until terminated as provided hereinafter.

#### **V. DISBURSEMENT OF FUNDS**

All funds disbursed by the County or Baxter or Brainerd pursuant to this Agreement shall be disbursed pursuant to law. Upon project completion, the County will prepare one invoice to be submitted to Baxter and Brainerd. Baxter and Brainerd shall pay the invoice within 30 days of receipt.

#### **VI. CONTRACTS AND PURCHASES**

All contracts let and purchases made pursuant to this Agreement shall be made by the County in conformity with State law.

#### **VII. ACCOUNTABILITY**

An accounting shall be made of all receipts and disbursements upon request by either party.

#### **VIII. TERMINATION**

This Agreement may be terminated by any of the parties only for breach of this Agreement or by mutual consent of the parties.

#### **IX. NOTICE**

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the County Engineer of Crow Wing County, 16589 CR 142, Brainerd, Minnesota, 56401, on behalf of the County, the City of Baxter, P.O. Box 2626, 13190 Memorywood Drive, Baxter, MN 56425 on behalf of Baxter, and the City of Brainerd, 501 Laurel Street, Brainerd, MN on behalf of Brainerd.

#### **XI. INDEMNIFICATION**

The parties 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,

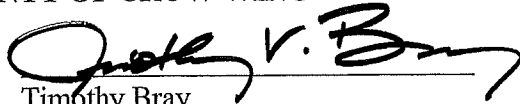
agents, or employees relating to activities conducted by either party under this Agreement.

## **XII. 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.

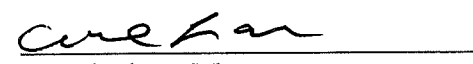
IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

**COUNTY OF CROW WING**

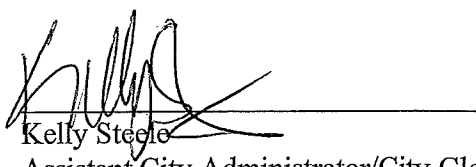
By:   
Timothy Bray  
Crow Wing County Engineer

Dated: 3/15/16

**CITY OF BAXTER**

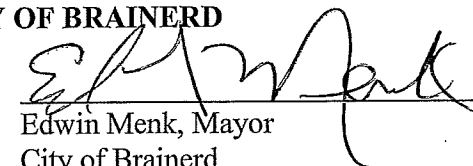
By:   
Darrel Olson, Mayor  
City of Baxter

Dated: 3-7-14

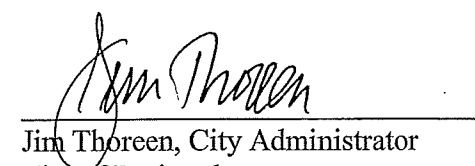
By:   
Kelly Steele  
Assistant City Administrator/City Clerk  
City of Baxter

Dated: 3-7-2016

**CITY OF BRAINERD**

By:   
Edwin Menk, Mayor  
City of Brainerd

Dated: 3-1-16

By:   
Jim Thoreen, City Administrator  
City of Brainerd

Dated: 3-1-16

DELLWOOD DRIVE - NOVOTNY ROAD TO CSAH 49  
PROJECT S.A.P. 018-592-003

|              | 1                      | 2            |               | 3                | 3               | 3                  |
|--------------|------------------------|--------------|---------------|------------------|-----------------|--------------------|
|              | Total Project Estimate | LRIP Funding | Local Funding | Baxter Costs     | Brainerd Costs  | FAD Costs (County) |
| Construction | \$333,457              | \$214,695    | \$118,762     | \$59,381         | \$29,691        | \$29,691           |
| R/W Costs    |                        | \$0          |               | \$8,320          | \$3,400         | \$9,000            |
| Engineering  |                        | \$0          |               | \$30,011         | \$15,006        | \$15,006           |
| Clearing     | \$5,550                | \$0          |               | \$2,775          | \$1,388         | \$1,388            |
| <b>TOTAL</b> |                        |              |               | <b>\$100,487</b> | <b>\$49,484</b> | <b>\$55,084</b>    |

Total Estimated Project Costs (const., eng., R/W) \$419,749

## Notes:

- 1 - Estimated costs only. Final costs will be determined upon project completion.
- 2 - Amount of grant used to reduce overall construction costs. Amount is capped.
- 3 - Construction and Tree Clearing = 50% Baxter, 25% Brainerd, 25% FAD.
- 3 - R/W costs = actual acquisition costs.
- 3 - Engineering = 18% of each agency's construction costs prior to applying the LRIP grant.