

JUL 23 2015

JOINT RESOLUTION

CITY OF BAXTER RESOLUTION 2015-64

CROW WING COUNTY RESOLUTION 2015-41

**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 July 1, 2015 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 include all parcels adjacent to Inglewood Drive lying between Woida Road and Pine Beach Road, excluding any parcels already within the City of Baxter.

WHEREAS, that part of Inglewood Drive lying between Woida Road and Pine Beach Road is in serious need of repair; and

WHEREAS, that part of Inglewood Drive is partly within the City of Baxter 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, the County has agreed to reconstruct said portion of Inglewood Drive as long as the City agrees 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 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 said road. The City shall not, however, assess any costs of the 2015 project to adjacent landowners; and

WHEREAS, the County acknowledges that the City shall annex these lands after completion 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 200 acres, the population in the area is 50, and the land use type is commercial/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 this road 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 the members of the Crow Wing County Board this 14th day of July 2015. Resolution adopted 4 to 1, House nay.

CROW WING COUNTY

By: Paul Koering
Chairperson
Paul Koering

ATTEST:

By: Timothy J. Houge
County Administrator
Timothy J. Houge

Adopted by affirmative vote of the City Council of Baxter this 13 day of July, 2015.

CITY OF BAXTER

By: Corey
Mayor

ATTEST:

By: Kelly
Asst. City Administrator/Clerk

Approved this 14th day of July 2015.

Exhibit A

PID 970313300ABD009

That part of the West Half of said Southwest Quarter of the Southwest Quarter, Section 31, Township 134, Range 28, Crow Wing County, Minnesota, described as follows: commencing at the Southwest corner of said Section 31; thence North 0 degrees 16 minutes 35 seconds East bearings based on Crow Wing County Coordinate Datum along the West line of said Section 31 a distance of 753.00 feet to the point of beginning; thence North 0 degrees 16 minutes 35 seconds East along the West line of said Section 31 a distance of 92.00 feet; thence South 89 degrees 43 minutes 25 seconds East a distance of 180.00 feet; thence North 42 degrees 22 minutes 00 seconds East a distance of 123.23 feet; thence South 89 degrees 43 minutes 25 seconds East a distance of 125.00 feet; thence South 0 degrees 16 minutes 35 seconds West a distance of 242.00 feet; thence North 81 degrees 08 minutes 00 seconds West a distance of 358.63 feet to the point of beginning.

PID 970313300B00009

That part of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ -SW $\frac{1}{4}$), Section Thirty-one (31), Township One Hundred Thirty-four (134), Range Twenty-eight (28), described as follows, to wit: Commencing at a point on the West line of said SW $\frac{1}{4}$ -SW $\frac{1}{4}$ which is 33 feet South of the Northwest corner of said SW $\frac{1}{4}$ -SW $\frac{1}{4}$; thence East parallel with the North line of said SW $\frac{1}{4}$ -SW $\frac{1}{4}$ a distance of 200 feet; thence South parallel to the West line of said SW $\frac{1}{4}$ -SW $\frac{1}{4}$ a distance of 200 feet; thence West parallel to the North line of said SW $\frac{1}{4}$ -SW $\frac{1}{4}$ to the West line of said SW $\frac{1}{4}$ -SW $\frac{1}{4}$; thence North along the West line of said SW $\frac{1}{4}$ -SW $\frac{1}{4}$ to the place of beginning.

PID 970313300ABC009

The West Half of the Southwest Quarter of the Southwest Quarter, Section 31, Township 134, Range 28, Crow Wing County, Minnesota,

EXCEPT That part of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ -SW $\frac{1}{4}$), Section Thirty-one (31), Township One Hundred Thirty-four (134), Range Twenty-eight (28), described as follows, to wit: Commencing at a point on the West line of said SW $\frac{1}{4}$ -SW $\frac{1}{4}$ which is 33 feet South of the Northwest corner of said SW $\frac{1}{4}$ -SW $\frac{1}{4}$; thence East parallel with the North line of said SW $\frac{1}{4}$ -SW $\frac{1}{4}$ a distance of 200 feet; thence South parallel to the West line of said SW $\frac{1}{4}$ -SW $\frac{1}{4}$ a distance of 200 feet; thence West parallel to the North line of said SW $\frac{1}{4}$ -SW $\frac{1}{4}$ to the West line of said SW $\frac{1}{4}$ -SW $\frac{1}{4}$; thence North along the West line of said SW $\frac{1}{4}$ -SW $\frac{1}{4}$ to the place of beginning.

AND EXCEPT: The South 330 feet of the West Half of the Southwest Quarter of the Southwest Quarter (W $\frac{1}{2}$ -SW $\frac{1}{4}$ -SW $\frac{1}{4}$), Section Thirty-one (31), Township One Hundred Thirty-four (134), Range Twenty-eight (28).

AND EXCEPT: The North 200 feet of the South 530 feet of the West Half of the Southwest Quarter of the Southwest Quarter (W $\frac{1}{2}$ -SW $\frac{1}{4}$ -SW $\frac{1}{4}$), Section Thirty-one (31), Township One Hundred Thirty-four (134), Range Twenty-eight (28), consisting of approximately three acres, more or less.

AND EXCEPT: That part of the West Half of said Southwest Quarter of the Southwest Quarter described as follows: commencing at the Southwest corner of said Section 31; thence North 0 degrees 16 minutes 35 seconds East bearings based on Crow Wing County Coordinate Datum

along the West line of said Section 31 a distance of 753.00 feet to the point of beginning; thence North 0 degrees 16 minutes 35 seconds East along the West line of said Section 31 a distance of 92.00 feet; thence South 89 degrees 43 minutes 25 seconds East a distance of 180.00 feet; thence North 42 degrees 22 minutes 00 seconds East a distance of 123.23 feet; thence South 89 degrees 43 minutes 25 seconds East a distance of 125.00 feet; thence South 0 degrees 16 minutes 35 seconds West a distance of 242.00 feet; thence North 81 degrees 08 minutes 00 seconds West a distance of 358.63 feet to the point of beginning.

PID 970313200000009

The Northwest Quarter of the Southwest Quarter, Section 31, Township 134, Range 28, Crow Wing County, Minnesota.

PID 970312200CCB009

That part of the Northwest Quarter of the Northwest Quarter, Section 31, Township 134, Range 28, Crow Wing County, Minnesota, described as follows: Beginning at the Northwest corner of said Section 31; thence South 00 degrees 25 minutes 57 seconds West, assumed bearing, along the West line of said Section 31 a distance of 560.00 feet; thence North 89 degrees 50 minutes 37 seconds East 450.00 feet; thence North 00 degrees 25 minutes 57 seconds East 300.00 feet; thence North 89 degrees 50 minutes 37 seconds West 84.00 feet; thence North 00 degrees 25 minutes 57 seconds East 260.00 feet to the North line of said NWNW; thence North 89 degrees 50 minutes 37 seconds West 366.00 feet along said North line to the point of beginning.

PID 980361100A00009

The East 745.00 feet of the Northeast Quarter of the Northeast Quarter, Section 36, Township 134, Range 29, Crow Wing County, Minnesota; EXCEPT the North 60.00 feet AND EXCEPT the South 648.00 feet thereof, AND ALSO EXCEPT that part of the Northeast Quarter of the Northeast Quarter, Section 36, Township 134, Range 29, Crow Wing County, Minnesota described as follows: commencing at the Northeast corner of said NENE; thence South 00 degrees 16 minutes 32 seconds West, bearing based on Crow Wing County Coordinate data base NAD 83/94, 506.17 feet along the East line of said NENE to the point of beginning of the tract to be described; thence South 89 degrees 11 minutes 53 seconds West 187.49 feet; thence South 20 degrees 24 minutes 14 seconds West 17.34 feet; thence South 89 degrees 11 minutes 53 seconds West 551.67 feet to the West line of the East 745 feet of said NENE; thence South 00 degrees 16 minutes 32 seconds West 139.75 feet along said West line of the East 745 feet of the NENE to the North line of the South 648 feet of said NENE; thence North 89 degrees 01 minutes 49 seconds East 745.18 feet along said North line of the South 648 feet of the NENE to said East line of the NENE; thence North 00 degrees 16 minutes 32 seconds East 153.74 feet along said East line of the NENE to the point of beginning.

PID 980361100B00009

The Northeast Quarter of the Northeast Quarter, Section 36, Township 134, Range 29, Crow Wing County, Minnesota, EXCEPT the East 745 feet Thereof AND EXCEPT the South 648 feet thereof AND EXCEPT the North 60 feet thereof.

PID 980361100C00009

That part of the Northeast Quarter of the Northeast Quarter, Section 36, Township 134, Range 29, Crow Wing County, Minnesota described as follows: commencing at the Northeast corner of said NENE; thence South 00 degrees 16 minutes 32 seconds West, bearing based on Crow Wing County Coordinate data base NAD 83/94, 506.17 feet along the East line of said NENE to the

point of beginning of the tract to be described; thence South 89 degrees 11 minutes 53 seconds West 187.49 feet; thence South 20 degrees 24 minutes 14 seconds West 17.34 feet; thence South 89 degrees 11 minutes 53 seconds West 551.67 feet to the West line of the East 745 feet of said NENE; thence South 00 degrees 16 minutes 32 seconds West 139.75 feet along said West line of the East 745 feet of the NENE to the North line of the South 648 feet of said NENE; thence North 89 degrees 01 minutes 49 seconds East 745.18 feet along said North line of the South 648 feet of the NENE to said East line of the NENE; thence North 00 degrees 16 minutes 32 seconds East 153.74 feet along said East line of the NENE to the point of beginning.

PID 970312200CD0009

That part of the Northwest Quarter of the Northwest Quarter, Section 31, Township 134, Range 28, Crow Wing County, Minnesota described as follows: commencing at the Northwest corner of said Section 31; thence South 00 degrees 25 minutes 57 seconds West, assumed bearing, along the west line of said Section 31 a distance of 560.00 feet to the point of beginning of the tract of land to be described; thence continuing South 00 degrees 25 minutes 57 seconds West 242.13 feet along said west line; thence North 89 degrees 50 minutes 37 seconds East 510.00 feet; thence North 00 degrees 25 minutes 57 seconds East 132.13 feet; thence South 89 degrees 50 minutes 37 seconds West 60.00 feet; thence North 00 degrees 25 minutes 57 seconds East 110.00 feet; thence South 89 degrees 50 minutes 37 seconds West 450.00 feet to the point of beginning.

PID 970312200CCC009

That part of the Northwest Quarter of the Northwest Quarter, Section 31, Township 134, Range 28, Crow Wing County, Minnesota described as follows: commencing at the Northwest corner of said Section 31; thence South 00 degrees 25 minutes 57 seconds West, assumed bearing, along the west line of said Section 31 a distance of 802.13 feet to the point of beginning; thence North 89 degrees 50 minutes 37 seconds East a distance of 510.00 feet; thence South 00 degrees 25 minutes 57 seconds West a distance of 507.94 feet to the south line of said NWNW; thence North 89 degrees 57 minutes 27 seconds West along the south line of said NWNW a distance of 509.99 feet to the Southwest corner of said NWNW; thence North 00 degrees 25 minutes 57 seconds East along the west line of said NWNW a distance of 506.17 feet to the point of beginning.

PID 970312300AB0009

The North 297 feet of the Southwest Quarter of the Northwest Quarter, Section 31, Township 134, Range 28, Crow Wing County, Minnesota, EXCEPT the East 450 feet thereof.

PID 980364100D00009

Northeast Quarter of the Southeast Quarter, Section 36, Township 134, Range 29, Crow Wing County, Minnesota, EXCEPT the North 990 feet thereof.

PID 980364100C00009

The South 330 feet of the North 990 feet Northeast Quarter of the Southeast Quarter, Section 36, Township 134, Range 29, Crow Wing County, Minnesota; AND ALSO the South 50 feet of the North 660 feet thereof; EXCEPT that part of the South 380 feet of the North 990 feet of said NESE which lies Northerly of the following described line: commencing at the East quarter corner of said Section 36, thence South 00 degrees 16 minutes 26 seconds West, bearings are based on NAD of 1983, along the East line of said Section 36, a distance of 775.14 feet to the south line of the North 775 feet of said NESE; said point being the point of beginning of the line to be described; thence south 89 degrees 10 minutes 17 seconds West along said south line, a

distance of 268.05 feet; thence north 50 degrees 12 minutes 04 seconds West, a distance of 99.83 feet to the south line of the north 710 feet of said NESE, thence South 89 degrees 10 minutes 17 seconds West along said south line a distance of 493.09 feet, thence South 58 degrees 50 minutes 46 seconds West, a distance of 554.56 feet to the Southwest corner of the North 990 feet of said NESE, and said line there terminating.

PID 980364100E00009

That part of the South 380 feet of the North 990 feet of the Northeast Quarter of the Southeast Quarter, Section 36, Township 134, Range 29, Crow Wing County, Minnesota, which lies Northerly of the following described line: commencing at the East quarter corner of said Section 36, thence South 00 degrees 16 minutes 26 seconds West, bearings are based on NAD of 1983, along the East line of said Section 36, a distance of 775.14 feet to the south line of the North 775 feet of said NESE; said point being the point of beginning of the line to be described; thence south 89 degrees 10 minutes 17 seconds West along said south line, a distance of 268.05 feet; thence north 50 degrees 12 minutes 04 seconds West, a distance of 99.83 feet to the south line of the north 710 feet of said NESE, thence South 89 degrees 10 minutes 17 seconds West along said south line a distance of 493.09 feet, thence South 58 degrees 50 minutes 46 seconds West, a distance of 554.56 feet to the Southwest corner of the North 990 feet of said NESE, and said line there terminating.

PID 980364100B00009

The South 330 feet of the North 660 feet of the Northeast Quarter of the Southeast Quarter, Section 36, Township 134, Range 29, Crow Wing County, Minnesota, EXCEPT the North 400 feet thereof AND ALSO EXCEPT the South 50 feet of the North 660 feet thereof.

PID 980364100F00009

The South 200 feet of the North 400 feet of the East 654.00 feet of the Northeast Quarter of the Southeast Quarter, Section 36, Township 134, Range 29, Crow Wing County, Minnesota.

PID 980364100A00009

The North 400 feet of the Northeast Quarter of the Southeast Quarter, Section 36, Township 134, Range 29, Crow Wing County, Minnesota, EXCEPT the South 200 feet of the North 400 feet of the East 654.00 feet thereof.

PID 992440020090009

Lot 9, Block 2, Peace Haven at Inglewood

PID 9924400090A0009

Outlot A, Peace Haven at Inglewood

PID 992440020080009

Lot 8, Block 2, Peace Haven at Inglewood

PID 9703122000AA0009

The East 450 feet of the Northwest Quarter of the Northwest Quarter, Section 31, Township 134, Range 28, Crow Wing County, Minnesota.

PID 970312300AA0009

The East 450 feet of the North 297 feet of the Southwest Quarter of the Northwest Quarter, Section 31, Township 134, Range 28, Crow Wing County, Minnesota.

PID 970312200BB0009

That part of the Northwest Quarter of the Northwest Quarter, Section 31, Township 134, Range 28, Crow Wing County, Minnesota, described as follows: Commencing at the Northwest corner of said Section 31; thence South 89 degrees 50 minutes 37 seconds East, assumed bearing, along the north line of said Section 31 a distance of 630.00 feet to the point of beginning; thence South 0 degrees 25 minutes 57 seconds West a distance of 260.00 feet; thence South 89 degrees 50 minutes 37 seconds West a distance of 180.00 feet; thence South 0 degrees 25 minutes 57 seconds West a distance of 315.00 feet; thence North 89 degrees 50 minutes 37 seconds East a distance of 260.00 feet; thence North 0 degrees 25 minutes 57 seconds East a distance of 575.00 feet to the north line of said Section 31; thence South 89 degrees 50 minutes 37 seconds West, along the north line of said Section 31, a distance of 80.00 feet to the point of beginning.

PID 970312200CB0009

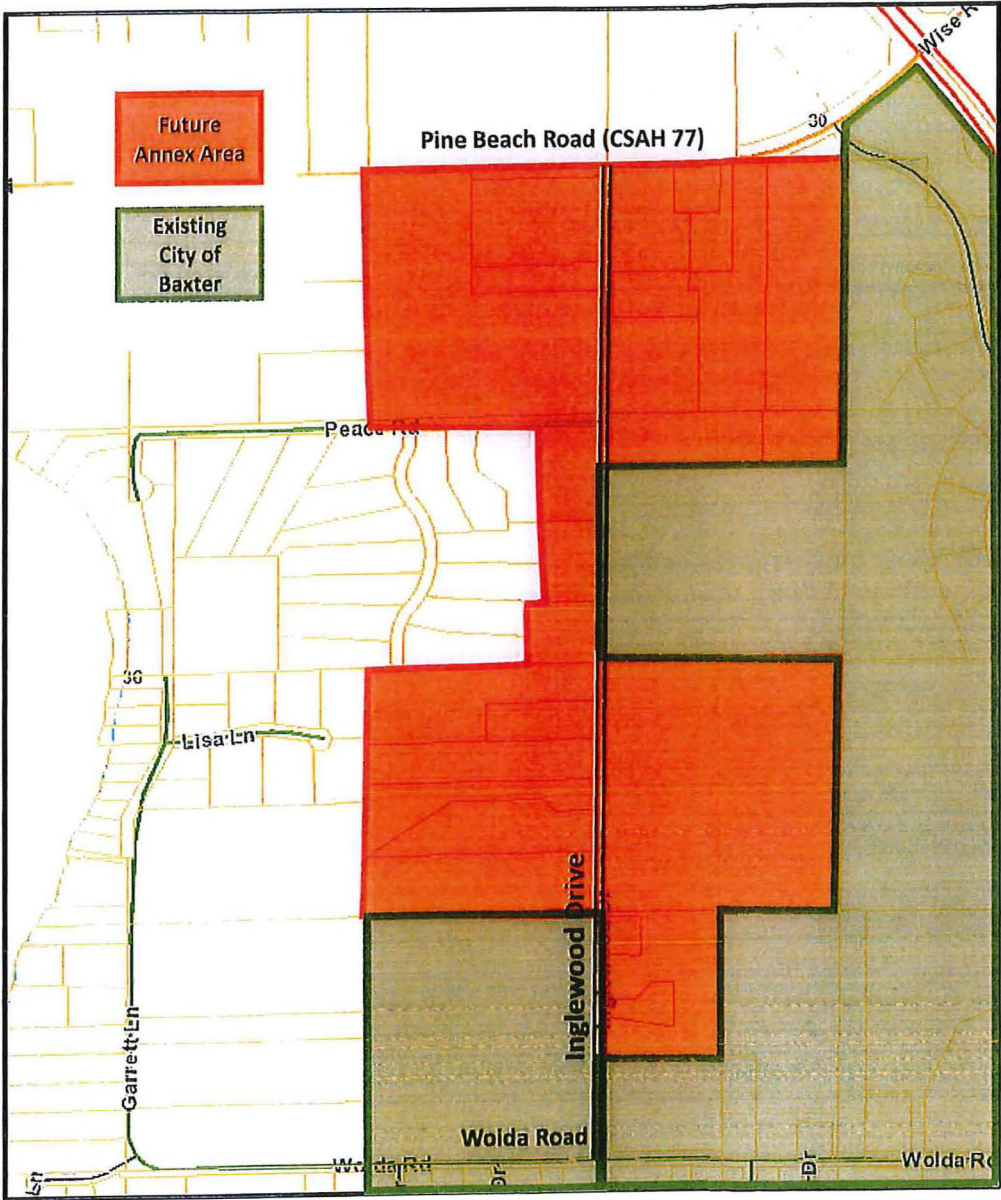
That part of the Northwest Quarter of the Northwest Quarter, Section 31, Township 134, Range 28, Crow Wing County, Minnesota, described as follows: Commencing at the Northwest corner of said NWNW; thence North 89 degrees 50 minutes 37 seconds East 630 feet to the point of beginning; thence South 0 degrees 25 minutes 57 seconds West 260 feet; thence South 89 degrees 50 minutes 37 seconds West 264 feet; thence North 0 degrees 25 minutes 57 seconds East 260 feet to a point on the North line of said NWNW which is 264 feet west of the point of beginning; thence East along said North line 264 feet to the point of beginning.

970312200BAC009

That part of the Northwest Quarter of the Northwest Quarter, Section 31, Township 134, Range 28, Crow Wing County, Minnesota, described as follows: Commencing at the northwest corner of said NWNW; thence North 89 degrees 50 minutes 53 seconds East, assumed bearing, 710.00 feet along the north line of said NWNW to the point of beginning of the tract to be described; thence South 00 degrees 25 minutes 57 seconds West 575.00 feet, parallel with the west line of said NWNW; thence South 89 degrees 50 minutes 53 seconds West 260.00 feet, parallel with said north line of the NWNW; thence South 00 degrees 25 minutes 57 seconds West 95.00 feet, parallel with the west line of said NWNW; thence North 89 degrees 50 minutes 53 seconds East 60.00 feet, parallel with said north line of the NWNW; thence South 00 degrees 25 minutes 57 seconds West 640.14 feet, parallel with the west line of said NWNW to the south line of said NWNW; thence South 89 degrees 57 minutes 13 seconds East 397.02 feet along said south line of the NWNW to the west line of the East 450.00 feet of said NWNW; thence North 00 degrees 44 minutes 21 seconds East 1311.61 feet along said west line of the East 450.00 feet of the NWNW to said north line of the NWNW; thence south 89 degrees 50 minutes 53 seconds West 204.06 feet along said North line of the NWNW to the point of beginning.

Together with easements of record.

REC'D BY
MBA JUL 23 2015



**CONSTRUCTION COST SHARE AGREEMENT BETWEEN
CROW WING COUNTY AND THE CITY OF BAXTER
FOR IMPROVEMENTS TO INGLEWOOD DRIVE
BETWEEN WOIDA ROAD AND COUNTY STATE AID HIGHWAY (CSAH) 77**

This Agreement is made and entered into this day of July 17, 2015, 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", and 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 the "City".

WITNESSETH

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

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

WHEREAS, the City of Baxter 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 Inglewood Drive as described in the plans and specifications numbered Crow Wing County Project S.A.P. 018-592-002 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 City construction costs, shall be reimbursable from the City. 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 the City providing reimbursement for the parcels currently within City limits.

B. Inspection and Approval

The County shall provide contract administration, construction inspection, staking and testing for the Project. The City 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 the City as to the satisfactory

completion of the construction.

REC'D BY
MBA

JUL 23 2015

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 Inglewood Drive is \$532,500. A grant in the amount of \$399,375 has been obtained, making the total estimated local share of the project \$133,125. Based upon current municipal boundaries, the County will be responsible for 73% of the local share, with the City responsible for the remaining 27%. Participation in the construction costs is as follows:

1. The City shall pay twenty seven percent (27%) of all items associated with construction of the project. The estimated cost to the City for these items, after applying the grant, is \$35,944.

2. The City shall pay an amount equal to 18% of its construction costs without applying the grant. The estimate for this amount is $\$532,500 \times 27\% \times 18\% = \$25,880$. The City shall reimburse the County for right-of-way acquisition on properties currently within City limits. The estimated cost for this is \$300.

3. The County shall pay for seventy three percent (73%) of all items associated with construction of the project. The estimated cost to the County for these items, after applying the grant, is \$97,181. The County shall fund its own engineering and right-of-way acquisition costs.

C. The total estimated cost to the City for the Project is \$62,124 as shown in Attachment A. This amount is only an estimate and the City 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.

IV. TERM

This Agreement shall continue until terminated as provided hereinafter.

V. DISBURSEMENT OF FUNDS

All funds disbursed by the County or City pursuant to this Agreement shall be disbursed pursuant to law. Upon project completion, the County will prepare one invoice to be submitted to the City. The City 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 either party 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, and the City of Baxter, P.O. Box 2626, 13190 Memorywood Drive, Baxter, MN 56425 on behalf of the City.

XI. INDEMNIFICATION

The City and the County mutually agrees 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.

JUL 23 2015

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: _____

7/17/15

CITY OF BAXTER

By: _____

Darrel Olson, Mayor
City of Baxter

Dated: _____

07.13.2015

By: _____

Kelly Steele
City Clerk/Assistant City Administrator
City of Baxter

Dated: _____

07.13.2015

RECOMMENDED FOR APPROVAL:

By: _____

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

Dated: _____

7/15/15

Attachment A

Crow Wing County - City of Baxter

Inglewood Drive Cost Share Agreement

INGLEWOOD DRIVE - WOIDA ROAD TO CSAH 77

PROJECT	Total Project Estimate	Grant Funding	Local Funding	Baxter Share (27%)	FAD Share (73%)
10 ton design with six foot shoulders	\$532,500	\$399,375	\$133,125	\$35,944	\$97,181
R/W Acquisition				\$300	self funded
18% Engineering	(\$532,500)(27%)(18%)			\$25,880	self funded
			TOTAL	\$62,124	

REC'D BY
MBA

JUL 23 2015