

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF BAXTER
AND
CROW WING COUNTY
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (SP):	1805-81	County Estimated Amount Receivable
Trunk Highway Number (TH):	210=002	<u>\$185,351.11</u>
State Aid Project Number (SAP):	018-648-015	
Federal Project Number (FP):	NHPP 0210(314)	
Lighting System Feed Point:	CITY	
Signal System ID:	1735758	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), the City of Baxter, acting through its City Council ("City"), and Crow Wing County, acting through its Board of Commissioners ("County").

Recitals

1. The State will perform grading, bituminous surfacing, ADA improvements, signal, lighting, and TMS construction and other associated construction upon, along, and adjacent to Trunk Highway No. 210 from 1,400 feet west of Timberwood Drive to 520 feet west of Baxter Drive according to State-prepared plans, specifications, and special provisions designated by the State as State Aid Project No. 018-648-015 and State Project No. 1805-81 (TH 210=002) ("Project"); and
2. The County will participate in the costs of the signal system construction, State Furnished Materials, associated construction engineering, and railroad flagging and preliminary engineering services; and
3. Agreement No. 1055993 between the State and the Burlington Northern Sante Fe (BNSF) Railroad Company will address railroad flagging for the Project; and
4. Agreement No. 1054983 between the State and the Burlington Northern Sante Fe Railroad Company will address railroad preliminary engineering services for the Project; and
5. Agreement No. 1036350 between the State and City will continue to address lighting maintenance and ownership for existing City owned lighting in the Project area. Additional lighting will be constructed on the system as part of this Project. Maintenance and ownership of additional lighting constructed will be addressed in this Agreement; and
6. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and
7. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 4. Maintenance by the County; 10. Liability; Worker Compensation Claims; 12. State Audits; 13. Government Data Practices; 14. Governing Law; Jurisdiction; Venue; and 16. Force Majeure. The terms and conditions set forth in Article 5. Signal System and EVP System Operation and Maintenance will survive the expiration of this Agreement but may be terminated by another Agreement between the parties.
- 1.4. **Plans, Specifications, and Special Provisions.** Plans, specifications, and special provisions designated by the State as State Aid Project No. 018-648-015 and State Project No. 1805-81 (TH 210=002) are on file in the office of the Commissioner of Transportation at Saint Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Exhibits.** The Preliminary Schedule "I" is on file in the office of the County Engineer and attached and incorporated into this Agreement.

2. Construction by the State

- 2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
- 2.2. **Direction, Supervision, and Inspection of Construction**
 - A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
 - B. **Inspection by the County.** The County participation construction covered under this Agreement will be open to inspection by the County. If the County believes the County participation construction covered under this Agreement has not been properly performed or that the construction is defective, the County will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the County are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the County participation construction covered under this Agreement.
- 2.3. **Plan Changes, Additional Construction, Etc.**
 - A. The State will make changes in the Project Plans and contract construction, which may include the County participation construction covered under this Agreement and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate County officials of any proposed addenda and change orders to the construction contract that will affect the County participation construction covered under this Agreement.

B. The County may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the Project, the State will cause the additional work or plan changes to be made.

2.4. Satisfactory Completion of Contract. The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

2.5. Permits. The City and the County will submit to the State's Utility Engineer an original permit application for all utilities owned by the City and the County to be constructed hereunder that are upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application for Utility Permit on Trunk Highway Right-of-Way" (Form 2525).

2.6. Utility Adjustments. Adjustments to certain City or County-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City or the County will furnish the contractor with new units and/or parts for those in place City or County-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

3. Maintenance by the City

Upon completion of the Project, the City will provide the following without cost or expense to the State:

3.1. Sidewalks. Maintenance of City sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice, and debris removal, patching, crack repair, panel replacement, cross-street pedestrian crosswalk markings, vegetation control of boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.

3.2. Additional System Lighting. Maintenance and ownership of additional system lighting facilities construction. Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the poles, damaged poles, pull boxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates, and painting of poles and other equipment. The City will be responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the lighting facility.

3.3. Additional Drainage. No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the owner of the storm sewer facilities. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, Exhibit "Drainage Area", which is on file in the office of the State's District Hydraulics Engineer in Baxter and is incorporated into this Agreement by reference.

4. Maintenance by the County

Upon completion of the Project, the County will provide the following without cost or expense to the State:

4.1. Additional Drainage. No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the owner of the storm sewer facilities. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, Exhibit "Drainage Area", which is on file in the office of the State's District Hydraulics Engineer in Baxter and is incorporated into this Agreement by reference.

5. Signal System and EVP System Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the Signal System and EVP System on TH 210 at CSAH 48 (Highland Scenic Drive) and for the Interconnect on TH 210 from Highland Drive to Baxter Drive.

5.1. City Responsibilities

- A. Power.** The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pads or poles and will pay all monthly electrical service expenses necessary to operate the Signal System, EVP System, and Interconnect.
- B. Minor Signal System Maintenance.** The City will provide for the following, without cost to the State.
 - i. Maintain the signal pole mounted LED luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.
 - ii. Replace the Signal Systems LED indications. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or fails or no longer meets Institute of Traffic Engineers (ITE) standards for light output.
 - iii. Clean the Signal System controller cabinet and service cabinet exteriors.
 - iv. Clean the Signal System and luminaire mast arm extensions.
 - v. Paint and maintain the cross-street pedestrian crosswalk markings.

5.2. State Responsibilities

- A. Interconnect; Timing; Other Maintenance.** The State will maintain the Interconnect and signing, and perform all other Signal System, APS, and signal pole luminaire circuit maintenance without cost to the City. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.
- B. Battery Backup and Replacement Batteries.** Perform all tasks associated with battery replacement for the battery backup system, which includes battery purchase, installation, and disposal, and maintain the remainder of the battery backup system.
- C. EVP System Operation.** The EVP System will be installed, operated, maintained, and removed according to the following conditions and requirements:
 - i. All maintenance of the EVP System must be done by State forces.
 - ii. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when

responding to an emergency. The City will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.

- iii. Malfunction of the EVP System must be reported to the State immediately.
- iv. In the event the EVP System or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after the City receives written notice from the State, the State may remove the EVP System. Upon removal of the EVP System pursuant to this Paragraph, all of its parts and components become the property of the State.
- v. All timing of the EVP System will be determined by the State.

5.3. Right-of-Way Access. Each party authorizes the other party to enter upon their respective public right-of-way to perform the maintenance activities described in this Agreement.

5.4. Related Agreements. This Agreement will supersede and terminate Agreement No. 77489, dated June 19th, 1998, between the parties for the intersection of TH 210 at CSAH 48 (Highland Scenic Drive) and Agreement No. 80363, dated January 24th, 2001, between the parties for the intersection of TH 210 at CSAH 48 (Highland Scenic Drive).

6. Basis of County Cost

6.1. Schedule "I". The Preliminary Schedule "I" includes anticipated County participation construction items, State Furnished Materials lump sum amounts, construction engineering, and railroad flagging and preliminary engineering cost share covered under this Agreement and is based on the engineer's estimated unit prices and said railroad agreements.

6.2. County Participation Construction. The County will participate in the following at the percentages indicated. The construction includes the County's proportionate share of item costs for Mobilization, Combination Field Laboratory-Office, and Traffic Control.

- A. 33 Percent will be the County's rate of cost participation in all of the signal system construction. The signal system construction is included in the County's 100% cost participation column and is tabulated on Sheet No. 2 of the Preliminary Schedule "I".

6.3. State Furnished Materials. The State will furnish a ATC Cabinet 350, PTZ Camera, Railroad Preemption Equipment, and Fiber ("State Furnished Materials"), according to the Project Plans, to operate the traffic control signal systems covered under this Agreement. The County's lump sum share for State Furnished Materials is **\$24,246.78**. The County's cost share for State Furnished Materials will be added to the County's total construction cost share as shown in the Schedule "I".

6.4. Construction Engineering Costs. The County will pay a construction engineering charge equal to 8 percent of the total County participation construction covered under this Agreement.

6.5. Railroad Flagging and Preliminary Engineering Services Costs. The County will participate in the railroad flagging and preliminary engineering services costs related to signal system construction. The County's estimated cost share will be added to the County's total cost share as shown on the Schedule "I". After the completion of the Project, a final cost will be assessed as described in Article 7.4 of the Agreement.

6.6. Plan Changes, Additional Construction, Etc. The County will share in the costs of construction contract addenda and change orders that are necessary to complete the County participation construction covered under this Agreement, including any County requested additional work and plan changes.

The State reserves the right to invoice the County for the cost of any additional County requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.

- 6.7. Liquidated Damages.** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

7. County Cost and Payment by the County

- 7.1. County Cost. \$185,351.11** is the County's estimated share of the costs of the contract construction, State Furnished Materials, construction engineering, and railroad flagging and preliminary engineering services cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using anticipated construction items and estimated quantities and unit prices, estimated railroad flagging and preliminary engineering services, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.
- 7.2. Conditions of Payment.** The County will pay the State the County's total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I", after the following conditions have been met:
- A.** Execution of this Agreement and transmittal to the County, including a copy of the Revised Schedule "I".
 - B.** The County's receipt of a written request from the State for the advancement of funds.
- 7.3. Acceptance of the County's Cost and Completed Construction.** The computation by the State of the amount due from the County will be final, binding, and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the County as to the satisfactory completion of the contract construction.
- 7.4. Final Payment by the County.** Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to the County. The Final Schedule "I" will be based on final quantities, and include all County participation construction items, the construction engineering cost share, and railroad flagging and preliminary engineering services costs covered under this Agreement. If the final cost of the County participation construction exceeds the amount of funds advanced by the County, the County will pay the difference to the State without interest. If the final cost of the County participation construction is less than the amount of funds advanced by the County, the State will refund the difference to the County without interest.

The State and the County waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

8. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

8.1. The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)
Address: 395 John Ireland Boulevard, Mailstop 682, Saint Paul, MN 55155
Telephone: (651) 366-4634
Email: malaki.ruranika@state.mn.us

8.2. The City's Authorized Representative will be:

Name, Title: Trevor Walter, City Engineer (or successor)
Address: 13190 Memorywood Drive, Baxter, MN 56425
Telephone: (218) 454-5110
Email: twalter@baxtermn.gov

8.3. The County's Authorized Representative will be:

Name, Title: Tim Bray, County Engineer (or successor)
Address: 16589 County Road 142, Brainerd, MN 56407
Telephone: (218) 824-1110
Email: tim.bray@crowwing.gov

9. Assignment; Amendments; Waiver; Contract Complete

- 9.1. *Assignment.*** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. The foregoing does not prohibit the City or the County from contracting with a third-party to perform City or County maintenance responsibilities covered under this Agreement.
- 9.2. *Amendments.*** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 9.3. *Waiver.*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 9.4. *Contract Complete.*** This Agreement contains all prior negotiations and agreements between the State, the City, and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

10. Liability; Worker Compensation Claims

- 10.1.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City and the County.
- 10.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

11. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

12. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's and the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

13. Government Data Practices

The City, County, and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City and the County under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City, the County, or the State.

14. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. Termination; Suspension

15.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties.

15.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City and the County.

15.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, and performance of work authorized through this Agreement.

16. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance) if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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CITY OF BAXTER

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

CROW WING COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

PRELIMINARY SCHEDULE "I"

Agreement No. 1057243

Crow Wing County

SP 1805-81 (TH 210=002)

Preliminary: August 27, 2024

SAP 018-648-015

FP NHPP 0210(314)

grading, bituminous surfacing, ADA improvements, signal, lighting, and TMS construction to start approximately May 2025 under

State Contract No. ____ with ____

located on Trunk Highway No. 210 from 1,400 feet west of Timberwood Drive to 520 feet west of Baxter Drive

COUNTY COST PARTICIPATION

SAP 018-648-015 Signal System Work Items From Sheet No. 2	133,506.06
State Furnished Materials From Sheet No. 2	24,246.78
Subtotal	\$157,752.84
Construction Engineering (8%)	12,620.23
Total County Construction and Construction Engineering Cost	\$170,373.07
(1) Railroad Flagging and Preliminary Engineering Costs From Sheet No. 2	14,978.04
(2) Total County Cost	\$185,351.11

(1) County railroad flagging and preliminary engineering costs will be as described in Article 6.4 of the Agreement (estimated amount)

(2) Amount of advance payment as described in Article 7 of the Agreement (estimated amount)

ITEM NUMBER	SAP 018-648-015 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION	LUMP SUM	0.03	160,000.00	4,800.00
2031.502	COMBINATION FIELD LABORATORY-OFFICE	EACH	0.03	23,000.00	690.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.03	50,000.00	1,500.00
2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM	LUMP SUM	0.33	8,704.00	2,872.32
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM	SYSTEM	0.33	374,678.00	123,643.74
				TOTAL	\$133,506.06
		(1) 100% COUNTY COST	\$133,506.06		

(2) 67% STATE, 33% COUNTY

ITEM NUMBER	SP 1805-81 AND SAP 018-648-015 STATE FURNISHED MATERIALS AND RAILROAD FLAGGING	UNIT	QUANTITY	UNIT PRICE	COST (2)
	ATC CABINET 350	EACH	1.00	56,880.44	56,880.44
	PTZ CAMERA	EACH	1.00	9,867.84	9,867.84
	RAILROAD PREEMPTION EQUIPMENT	EACH	1.00	5,481.44	5,481.44
	FIBER	EACH	1.00	1,245.38	1,245.38
				TOTAL	\$73,475.10
		(2) 67% STATE COST	\$49,228.32		
		33% COUNTY COST	\$24,246.78		
<i>***RAILROAD FLAGGING COST SPLITS FOR SIGNAL SYSTEM CONSTRUCTION***</i>					
	RAILROAD FLAGGING COSTS	DAY	7.00	2,000.00	14,000.00
	PRELIMINARY ENGINEERING SERVICES	LUMP SUM	1.00	31,388.00	31,388.00
				TOTAL	\$45,388.00
		67% STATE COST	\$30,409.96		
		33% COUNTY COST	\$14,978.04		

CITY OF BAXTER

RESOLUTION

IT IS RESOLVED that the City of Baxter enter into MnDOT Agreement No. 1057243 with the State of Minnesota, Department of Transportation for the following purposes:

To provide City maintenance of the signal system and lighting construction to be performed upon, along, and adjacent to Trunk Highway No. 210 from 1,400 feet west of Timberwood Drive to 520 feet west of Baxter Drive within the corporate City limits under State Aid Project No. 018-648-015 and State Project No. 1805-81 (TH 210=002).

IT IS FURTHER RESOLVED that the Mayor and the _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Baxter at an authorized meeting held on the _____ day of _____, 2024, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2024

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)

CROW WING COUNTY

RESOLUTION

IT IS RESOLVED that Crow Wing County enter into MnDOT Agreement No. 1057243 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the County to the State of the County's share of the costs of the signal system and State Furnished Materials construction, railroad flagging and preliminary engineering services, and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 210 from 1,400 feet west of Timberwood Drive to 520 feet west of Baxter Drive under State Aid Project No. 018-648-015 and State Project No. 1805-81 (TH 210=002).

IT IS FURTHER RESOLVED that the _____
(Title)

and the _____
(Title)

are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Crow Wing County at an authorized meeting held on the _____ day of _____, 2024, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2024 Notary Public _____ My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)