

**CONSTRUCTION AND MAINTENANCE COST SHARE AGREEMENT
BETWEEN CROW WING COUNTY, MN AND THE CITY OF BREEZY POINT, MN
FOR COUNTY PROJECT C.P. 018-011-017, CITY PROJECT 2026 CP-01
CSAH 11 / BUSCHMANN ROAD INTERSECTION IMPROVEMENTS**

This Agreement is made and entered into this day of _____, 2025, 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 Breezy Point, a municipal corporation under the laws of the State of Minnesota, City Hall, 8319 County Road 11, Breezy Point, MN 56472 hereinafter referred to as the "City."

WITNESSETH

WHEREAS, the parties mutually agree that the aforementioned project should be completed as soon as possible; and

WHEREAS, the County has requested that improvements to CSAH 11 in the form of left and right turn lanes, be included in the City project that includes changing the location of the Buschmann Road/CSAH 11 intersection along with total reconstruction of Buschmann Road, and

WHEREAS, the City desires to proceed with construction in 2026, and

WHEREAS, the City will engage a consultant to provide design and construction engineering services in order to meet their project schedule, and the County will be involved from both a project management standpoint and as a party responsible for applicable projects costs; and

WHEREAS, the parties mutually agree that it is in their best interest to have the City act as the lead agency for the project, with the County being responsible for a lump sum reimbursement for its agreed upon share of the project costs.

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

I. PURPOSE

The parties have joined together for the purpose of constructing County project CP 018-011-017 and City Project 2026 CP-01. This agreement identifies funding responsibilities and also future responsibilities upon project completion. Attachment A (estimated prices) is considered a part of this agreement.

II. Duties

A. Design and Construction Engineering

The County and City, working through a consultant, shall provide all preliminary design and construction engineering services for the project unless stated otherwise in this agreement. The City shall enter into a contract with said consultant and be the responsible party in managing those services. The additional left turn lane on CSAH ~~County Road~~ 11 shall be included in the design and specifications as a bid alternate. The City shall be responsible for obtaining all permits and approvals for the project. The City shall do the calling for all bids and the City Council shall approve of entering into a construction contract. The County shall be financially responsible for engineering in an amount equal to 18 percent of its construction cost share amount.

B. Property Acquisition

With respect to the Buschmann Road portion of the project, the City shall be responsible for all costs associated with determining property needed, identifying property owners, performing appraisals, negotiations, condemnation proceedings (if needed) and payment to property owners. The County will acquire, at its sole cost, the easements deemed necessary due to the installation of the turn lanes on CSAH 11.

C. Inspection and Approval

The County and City, through the consultant referenced in section II.A., shall provide construction inspection and staking for the project and approval for acceptance of the work as it is completed (“Construction Activities”), subject to this paragraph. The County and City or their designated representative shall be available to inspect any items they are cost sharing in. The County shall have final approval authority for the work associated with CSAH 11. The City shall have final approval authority for the work associated with Buschmann Road. The City shall make all payments to the consultant for Construction Activities subject to reimbursement by the County in an amount equal to 18% of its construction cost share amount.

III. COSTS

A. Project Costs

The project costs are identified in Attachment A, which includes items, estimated cost amounts and engineering costs. Attachment A will be updated once bids are received to recalculate the County cost obligation. A lump sum payment has been identified as the preferred method of cost obligations. In the event change orders for the CSAH 11 portion of the project are approved by the County, resulting in increased costs, Attachment A shall be amended to reflect that increased cost, the County’s increased lump sum, and increased engineering costs, as calculated in Section III.B. Notwithstanding any other terms of this Agreement, the County is solely responsible for all design and construction costs for the CSAH ~~County Road~~ 11 left turn lane.

B. RIGHT-OF-WAY ACQUISITION COSTS – The City and County will fund their respective portions of the Right-of-Way acquisition, if needed, and finalize the right-of-way acquisition process as stated in Section II.B above.

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. As identified previously in this document, the City shall be responsible for all initial project costs, with County reimbursement occurring after the City has awarded a construction contract. The **reimbursement** amount will be updated with actual bid prices once received. The City shall prepare an invoice at that time, reimbursable from the County within 30 days of receipt.

VI. CONTRACTS AND PURCHASES

All contracts let and purchases made pursuant to this Agreement shall be made by the City in conformity with State law, except for the acquisition of easements by the County pursuant to section II.B.

VII. ACCOUNTABILITY

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

VIII. TERMINATION

This Agreement shall terminate upon completion of all obligations of the parties under this Agreement. This Agreement may be terminated prior to completion by either party only for breach of this Agreement or by mutual consent of the parties.

IX. MAINTENANCE

The maintenance of the completed project will follow the County Highway Department Cost Participation Policy adopted on 12/31/19. There are no substantial maintenance changes anticipated for this project. Upon completion, the City will continue to maintain all items associated with Buschmann Road and the County shall continue to maintain all items associated with CSAH 11. This section shall survive termination of this Agreement.

X. NOTICE

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the Office of the Crow Wing County Highway Department, 16589 CR 142, Brainerd, MN 56401, on behalf of the County, and the City of Breezy Point, 819 County Road 11, Breezy Point, MN 56472, on behalf of the City.

XI. INDEMNIFICATION

To the extent allowed by law, the City and County 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

Robert Hall
By: _____
Robert Hall
Assistant County Engineer

10/24/25
Dated: _____

CITY OF BREEZY POINT

By: _____
Todd Roggenkamp, Mayor

Dated: _____

Attest:

Allie Polsfuss, City Administrator