

**CONSTRUCTION COST SHARE AND MAINTENANCE AGREEMENT  
BETWEEN CROW WING COUNTY, MN AND THE CITY OF NISSWA, MN  
FOR THE GULL LAKE STATE TRAIL – PHASE 4  
ADJACENT TO COUNTY STATE AID HIGHWAY (CSAH) 77**

This Agreement is made and entered into this day of January 17, 2023, 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 Nisswa, a municipal corporation under the laws of the State of Minnesota, c/o Jenny Max – City Administrator, City Hall, 5442 City Hall Street, Nisswa, MN 56468 hereinafter referred to as the "City". This Agreement is related to the construction of a multi-use paved trail primarily located within the CSAH 77 road right-of-way.

WITNESSETH

WHEREAS, the parties mutually agree that the aforementioned project, including a paved trail, retaining walls, fencing, storm water infrastructure and associated items will be a benefit to the public, and,

WHEREAS, although the project limits extend beyond the County and City boundaries, this agreement only applies to the portion of the project located within the County and City as shown in Exhibit A, and

WHEREAS, the City has requested authorization to construct portions of the project within the CSAH 77 right-of-way, and

WHEREAS, the City will perform the bidding process and enter into a contract with the successful bidder.

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

**I. PURPOSE**

The parties have joined together for the purpose of extending the Gull Lake Trail from Cass County and into Crow Wing County, with segments being adjacent to and within the existing right-of-way of CSAH 77. The proposed segment covered by this agreement begins at the Cass/Crow Wing line and extends to the intersection with Lower Roy Lake Road. At Lower Roy Lake Road, the trail is proposed to proceed north, beyond the limits of CSAH 77 and any County authority. This agreement identifies funding responsibilities and future responsibilities upon project completion.

**II. Duties**

A. Design and Construction

The City shall provide all design-engineering services for the Project unless otherwise stated in this agreement. The City shall receive County approval of the design within the CSAH 77

right-of-way prior to advertising the project for bids. The City shall do the calling for all bids and the acceptance of all bid proposals and shall approve of entering into a construction contract. The City shall be responsible for acquiring all permits and approvals necessary to construct the project.

**B. Property Acquisition**

The City shall be responsible for acquiring property needed for the project, including temporary and permanent easements.

**C. Inspection and Approval**

The City shall provide construction inspection and staking for the project and approval for acceptance of the work as it is completed. Working with the City, the County shall retain the right to provide final approval on any work performed within the CSAH 77 right-of-way corridor.

**III. COSTS**

**A. CONSTRUCTION COSTS**

The construction costs shall be the responsibility of the City. There is no anticipated cost to the County for the Project.

**B. RIGHT-OF-WAY ACQUISITION COSTS**

The City will fund and finalize the right-of-way acquisition process as stated in Section II.B above.

**C. ENGINEERING COSTS**

The City shall be responsible for providing engineering services for the project. There no anticipate cost to the County for the Project. The County shall be available to provide comments and coordinate with the City during construction.

**IV. TERM**

This Agreement shall continue until terminated as provided hereinafter.

**V. DISBURSEMENT OF FUNDS**

All funds disbursed by the City pursuant to this Agreement shall be disbursed pursuant to law. The City shall enter into a contract with and make payments to a contractor during the project.

**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.

**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. MAINTENANCE**

Maintenance of items on the completed project will follow the County Highway Department Cost Participation Policy adopted on 12/31/19. As per the Policy, this Project is considered an enhancement project, which identifies 100% of the costs being the responsibility of the local agency (City). For the proposed Project, maintenance by the City will generally consist of all items associated with the trail, from the CSAH 77 side (generally the south side) of the edge of the paved trail to the north CSAH 77 right-of-way line. This will include, but not be limited to, the paved trail, associated trail signing, retaining walls, fencing, fallen tree removal, snow removal, storm water structures, culverts, ADA ramps, pedestrian crossings, erosion control and vegetation control.

The County shall remain responsible for the maintenance of the CSAH 77 roadway, roadway signing and vegetation control between the CSAH 77 corridor and the south edge of the paved trail. Maintenance between CSAH 77 and the trail, which may be attributable to the trail (erosion, drainage, etc.) will be negotiated between the County and City on a case-by-case basis. The City shall understand that snow removal operations on CSAH 77 have the potential to impact the trail system, and the County will not provide additional services to remove snow from the trail. In extreme situations, the County may be required to push/blow snow from the area between CSAH 77 and the trail, towards the trail, to create room for future snow events. Per the Cost Share Policy referenced above, costs of any impacts to the trail due to a future County project shall be the responsibility of the City.

## **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 Nisswa, City Hall, 5442 City Hall Street, Nisswa, MN 56468, on behalf of the City.

## **XI. INDEMNIFICATION**

The City and the 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**

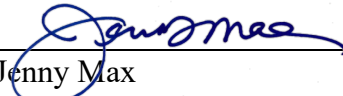
It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter hereof, as well as any previous agreement presently in effect between the parties to 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**

**CITY OF NISSWA**

By: \_\_\_\_\_  
Robert Hall  
Assistant County Engineer

By:  \_\_\_\_\_  
Jenny Max  
City Administrator

Dated: \_\_\_\_\_

Dated: 1/17/2023

EXHIBIT A  
GULL LAKE STATE TRAIL – PHASE 4

