

PRINCETON TOWN RESOLUTION NO. _____
CITY OF PRINCETON RESOLUTION NO. 20-26

RESOLUTION ESTABLISHING JOINT POWERS AGREEMENT
(33rd Street and 82nd Avenue Road Project)

THIS JOINT POWERS AGREEMENT is made between the **City of Princeton** (“City”) and the **Princeton Township** (“Town”) (collectively “Road Authorities”). This Agreement is made pursuant to the joint powers authority conferred upon the Road Authorities by Minnesota Statute §471.59.

1. **PURPOSE.** The Road Authorities have a common boundary line on a portion of 33rd Street and 82nd Avenue. The Town wishes to make improvements to 33rd Street and 82nd Avenue (“Project”) as part of a larger project. The City wishes to participate in the Project and will utilize the 429 process to impose special assessments on properties within the City’s limits. The City’s financial obligation is limited to those portions of the Project that abut the City. The Town will administer and oversee the Project. The Road Authorities seek to establish this joint powers agreement for the purpose facilitating the Project.
2. **TERM.** This Agreement shall be effective upon execution by both Road Authorities and shall continue until the Assessments are paid in full.
3. **FINANCING.** Each Road Authority shall separately finance its share of the Project costs.
4. **PROJECT ADMINISTRATION.** The Towns shall be responsible for administration of the Project, with the consent of the City. The Town shall comply with the Uniform Municipal Contracting Law Minnesota Statute § 471.345, require appropriate performance and payment bonds from contractors. The City shall not be a party to any construction contracts for the Project but the Town shall provide copies of all contracts under consideration by the Town, now and in the future, to the City for review immediately upon request by the City. The Town specifically acknowledges that, as of the date of entry into this agreement, no bids and/or contracts relating to any portion of the Project that is to be paid by the City, have been awarded or executed. In the event a determination is made that any City assessments are invalid, based upon any actions or inactions on the part of the Town, the City shall be released from any all financial obligations to the Town as part of this Joint Powers Agreement.
5. **PAYMENT.** For ease of administration and in accordance with **Exhibit A**, the City shall pay to the Township the amount attributable to its portion of the Project costs directly to the Township and the City shall retain any assessments collected from the City parcels. Payment to Town by the City shall be made in full upon completion of the Project and shall not exceed Seventy Seven Thousand Five Hundred Eighty-Seven Dollars and Eighty-Seven Cents (\$77,587.87).

6. RIGHT OF WAY. The Road Authorities agree to coordinate on the timing and scope of the work within the right of way in order to prevent any conflicts. The Road Authorities agree to secure all necessary right of way for the Project. Upon completion of the Project, any additional right of way secured for the Project shall remain with the jurisdiction of the Road Authority within which the right of way is located.
7. INDEMNIFICATION. The Road Authorities shall each be liable for its own acts and agree to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other may sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Road Authority, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement. Nothing in this Agreement shall affect or otherwise constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes Chapter 466 or a waiver of any available immunities or defenses.
8. ENTIRE AGREEMENT. This Agreement constitutes the Road Authorities' entire agreement regarding this matter. The Road Authorities may amend this Agreement only in writing signed by both Road Authorities. If any portion of this Agreement is found to be void, unenforceable or unconstitutional, or any combination of these, by a court of competent jurisdiction, the remaining portion of this Agreement shall remain in effect.
9. TERMINATION. In the event that the Project is not ordered by the Town or the City this Agreement shall be null and void.
10. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

(Signature pages to follow)

IN WITNESS WHEREOF, the undersigned governmental unit, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statute §471.59 this the ____ day of _____, 2020.

CITY OF PRINCETON

Mayor

City Administrator

IN WITNESS WHEREOF, the undersigned governmental unit, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statute §471.59 this the ____ day of _____, 2020.

PRINCETON TOWNSHIP

Board Chair

Clerk

EXHIBIT A
(Cost Allocation)

No.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE	TOTAL COST	ASSESSMENT COSTS
SCHEDULE B - 33rd STREET - East of 82nd Avenue						
1	Shoulder Reconstruction	LF	1,800	\$ 0.85	\$ 1,530.00	\$ 765.00 °
2	Subgrade Preparation	LF	900	\$ 1.70	\$ 1,530.00	\$ 765.00 °
3	3" Class 5 Aggregate	TN	720	\$ 12.90	\$ 9,288.00	\$ 4,644.00 °
4	2" Bituminous Non-Wear course	TN	295	\$ 64.85	\$ 19,130.75	\$ 9,565.38 °
5	1-1/2" Bituminous Wear course	TN	220	\$ 64.85	\$ 14,267.00	\$ 7,133.50 °
6	Crushed Concrete Shouldering	TN	135	\$ 17.60	\$ 2,376.00	\$ 1,188.00 °
7	Tack - Shoulder Stabilization	Gal	100	\$ 3.35	\$ 335.00	\$ 167.50 °
8	Traffic Control	LS	1	\$ 2,800.00	\$ 2,800.00	\$ 1,400.00 °
Subtotal					\$ 51,256.75	\$ 25,628.38 °
Turn-Around at East End						
9	Clear & Grub	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00 °
10	Silt Fence	LF	120	\$ 5.00	\$ 600.00	\$ 300.00 °
11	Site Grading	LS	1	\$ 6,500.00	\$ 6,500.00	\$ 3,250.00 °
12	8" Class 5 Aggregate	TN	380	\$ 12.90	\$ 4,902.00	\$ 2,451.00 °
13	2" Bituminous Non-Wear course	TN	110	\$ 64.85	\$ 7,133.50	\$ 3,566.75 °
14	1-1/2" Bituminous Wear course	TN	80	\$ 64.85	\$ 5,188.00	\$ 2,594.00 °
15	Crushed Concrete Shouldering	TN	25	\$ 17.60	\$ 440.00	\$ 220.00 °
16	Seed, Mulch & Fertilizer	AC	0.3	\$ 9,900.00	\$ 2,970.00	\$ 1,485.00 °
17	Traffic Control	LS	1	\$ 600.00	\$ 600.00	\$ 300.00 °
Subtotal					\$ 31,333.50	\$ 15,666.75 °
SCHEDULE B - 33rd STREET - East of 82nd Ave.					\$ 82,590.25	\$ 41,295.13 °
SCHEDULE C - 82nd AVENUE - South of 33rd Street						
1	Shoulder Reconstruction	LF	2,040	\$ 0.85	\$ 1,734.00	\$ 563.55 *
2	Subgrade Preparation	LF	1,020	\$ 1.70	\$ 1,734.00	\$ 563.55 *
3	3" Class 5 Aggregate	TN	735	\$ 12.90	\$ 9,481.50	\$ 3,081.49 *
4	2" Bituminous Non-Wear course	TN	330	\$ 64.85	\$ 21,400.50	\$ 6,955.16 *
5	2" Bituminous Wear course	TN	430	\$ 64.85	\$ 27,885.50	\$ 9,062.79 *
6	Bituminous Tack Coat	Gal	30	\$ 4.30	\$ 129.00	\$ 41.93 *
7	Crushed Concrete Shouldering	TN	195	\$ 17.60	\$ 3,432.00	\$ 1,115.40 *
8	Tack - Shoulder Stabilization	Gal	100	\$ 3.35	\$ 335.00	\$ 108.88 *
9	Traffic Control	LS	1	\$ 2,800.00	\$ 2,800.00	\$ 910.00 *
SCHEDULE C - 82nd AVENUE - South of 33rd St.					\$ 68,931.50	\$ 22,402.74 *
ESTIMATED CONSTRUCTION COST					\$ 151,521.75	\$ 63,697.86
PREPARE BID DOCUMENTS AND OBTAIN BIDS					\$ 5,000.00 ^	\$ 1,700.00 ^
ENG./SURVEY/CONST. ADMIN. - 33rd ST.					\$ 14,500.00 ^	\$ 7,250.00 °
ENG./SURVEY/CONST. ADMIN. - 82nd AVE.					\$ 15,200.00 ^	\$ 4,940.00 *
City Legal & Admin. Costs (5%)						\$ 3,879.39
TOTAL ASSESSED COST					\$	\$ 81,467.26