

JOINT POWERS AGREEMENT
BETWEEN THE CITY OF OAKDALE
AND THE CITY OF LAKE ELMO
REGARDING OLSON LAKE TRAIL SANITARY SEWER
IMPROVEMENT PROJECT

THIS AGREEMENT made and entered into this 23rd day of April, 2013 by and between the City of Oakdale ("Oakdale") and the City of Lake Elmo ("Lake Elmo"), both of which are municipal corporations under the laws of Minnesota.

RECITALS

WHEREAS, Oakdale and Lake Elmo desire to install an 8-inch gravity sewer line, service stub pipe, and related items in a portion of CSAH 13 (Olson Lake Trail) Right of Way, including grinder pumps on those service lines below the gravity sewer main elevation (the "Project"); and

WHEREAS, the Project will connect to an existing lift station in Oakdale that is owned, operated, and maintained by Oakdale; and

WHEREAS, upon completion of the Project, Oakdale will own, operate, and maintain the 8-inch sewer line; and

WHEREAS, the Project will benefit properties in both cities; and

WHEREAS, Lake Elmo prepared a feasibility study of the Project in accordance with Minnesota Statutes, Chapter 429; and

WHEREAS, Oakdale and Lake Elmo have conducted public improvement hearings in accordance with Minnesota Statutes, Chapter 429;

WHEREAS, Oakdale intends to specially assess two benefited properties in Oakdale for the cost of the Project; and

WHEREAS, Lake Elmo intends to specially assess five benefited properties in Lake Elmo for the cost of the Project; and

WHEREAS, Minnesota Statutes, section 471.59 authorizes political subdivisions of the state to enter into joint powers agreements for the joint exercise of powers common to each.

NOW, THEREFORE, in consideration of the mutual undertakings expressed in this agreement, Oakdale and Lake Elmo agree as follows:

I. PURPOSE

The purpose of this Agreement is to set forth the terms of the agreement that Oakdale and Lake Elmo have reached regarding the design, construction and financing of the Project, in accordance with

II. AGREEMENT

1. Oakdale shall be responsible for the design and construction of the entire Project. Therefore, the parties agree that:
 - a. Oakdale shall plan and design, advertise and receive bids, award the contract, administer the construction and conduct inspections of the Project. Lake Elmo will review and approve the final plans and specifications prior to advertisement for bids. Lake Elmo shall have the right to approve the bid prior to award of the contract by Oakdale if the apparent low bid exceeds the engineer's estimated cost of the Project. Lake Elmo shall have the right to inspect, review and comment upon construction of the Project.
 - b. Lake Elmo grants to Oakdale the right to construct the project within the Lake Elmo city limits along Olson Lake Trail, including any excavations necessary to perform work incidental to the performance of this Agreement. Lake Elmo agrees to cooperate with Oakdale in the execution of the Project.
 - c. Lake Elmo agrees to notify and coordinate access and other matters with its property owners regarding the construction schedule of the Project.
2. The Project is estimated to cost \$141,000 including the cost of construction, all design/construction engineering, administrative, and legal expenses. Oakdale's share of the Project costs 29% (approximately \$41,370) and Lake Elmo's share is 71% (approximately \$99,630).
3. Lake Elmo will invoice Oakdale \$4,000 for Oakdale's share of the cost of preparing the feasibility report.
4. Oakdale will invoice Lake Elmo on a monthly basis for Lake Elmo's portion of the Project costs. Lake Elmo agrees to pay the invoice no later than 30 days after receiving it.
5. Each city shall be solely responsible for its share of the costs of the Project. Each city shall be responsible for the levy of any special assessments against properties within its respective city boundaries.
6. Each city agrees to indemnify and hold harmless the other from any claims, losses, costs, expenses or damages, including reasonable attorney's fees, resulting from the acts or omissions of the respective officers, agents, or employees of the indemnifying party, to the extent such acts or omissions to related activities conducted by the indemnifying party under this Agreement.
7. It is understood and agreed that this agreement contains the complete

understanding of Oakdale and Lake Elmo and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter thereof, as well as any previous agreement presently in effect between the parties regarding the subject matter thereof. 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.

8. For purposes of delivery of any notice required by this Agreement, the notice shall be effective if delivered by certified or registered U.S. mail, postage prepaid, or hand delivered to:

a) As to Oakdale: City of Oakdale
1584 Hadley Avenue North
Oakdale, MN 55128
ATTN: City Administrator

b) As to Lake Elmo: City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042
ATTN: City Administrator

9. This Agreement shall be interpreted under the laws of Minnesota.

IN WITNESS WHEREOF, Oakdale and Lake Elmo have caused this Agreement to be executed on their behalf by their appropriate officers.

Dated: April 23, 2013.

CITY OF OAKDALE

By: [Signature]
Mayor

By: [Signature]
City Administrator

Dated: May 8th, 2013.

CITY OF LAKE ELMO

By: [Signature]
Mayor

By: [Signature]
City Administrator