

FIRST AMENDMENT TO  
COOPERATIVE  
AGREEMENT  
BETWEEN  
THE COUNTY OF ST. LOUIS  
AND  
THE CITY OF DULUTH  
RELATED TO  
CONSTRUCTION OF GLENWOOD STREET, SNIVELY ROAD,  
WOODLAND AVENUE, AND ARROWHEAD ROAD

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into between the COUNTY OF ST. LOUIS, a body politic and corporate existing under the laws of the State of Minnesota, hereinafter referred to as the “County”, and the CITY OF DULUTH, a body politic and corporate existing under the laws of the State of Minnesota, hereinafter referred to as the “City”.

WHEREAS, as of October 5, 2021, the parties hereto entered into an agreement bearing City contract no. 24,186 for the construction of certain improvements to Glenwood Street, Snively Road, Woodland Avenue and Arrowhead Road (the "Agreement"); and

WHEREAS, upon receipt of bids for the project, it was determined that the total cost of the project and the City's share thereof exceeded that estimated and included at the time the Agreement was entered into; and

WHEREAS, the parties desire to amend the Agreement to accurately reflect the City's share of the costs of the project.

NOW THEREFORE, the parties hereto hereby agree as follows:

1. That Section 9 of the Agreement is hereby amended to read as follows:

9. City agrees to reimburse County for costs incurred by County for performing the various elements of the work performed by it under this Agreement up to the following amounts for each such element as follows, provided that the total amount of reimbursement paid to County hereunder shall not exceed \$3,257,509:

- a. The City shall reimburse the County up to \$4,555.00 for property appraisal costs on the Glenwood Snively Roundabout Project.
- b. The City shall reimburse the County up to \$51,575.00 for temporary and permanent easements including tree damage payments, acquired by the County on behalf of the City for the Glenwood-Snively Roundabout Project and accepted by City as described in Section 4 above.
- c. The City shall reimburse the County 50 percent of the costs required for Minnesota Power to relocate their facilities on the Glenwood-Snively Roundabout Project which is estimated at \$70,000 total, of which the City of Duluth would be responsible for up to \$35,000.
- d. The City will reimburse County for the costs of constructing the Arrowhead Road Project for approximately \$1,464,207.
- e. The City shall reimburse the County 50 percent of the cost of the traffic

control signal system at the intersection of Woodland Avenue and West Arrowhead Road for approximately \$214,606. The City shall reimburse the County 25 percent of the cost of the traffic control signal system at the intersection of Woodland Avenue and Snively Road for approximately \$90,149.

- f. The City shall reimburse the County 50 percent of the construction costs of the Glenwood-Snively Roundabout Project. The City shall be responsible for 100 percent of the costs of relocation of City owned utilities required for the construction of the roundabout. These utility relocations may be completed independently or be included in the Glenwood-Snively Roundabout Project plan. The City's total reimbursement obligation under this subparagraph for approximately \$1,278,529.
- g. The City shall reimburse the County for the actual costs of engineering consultant services for the Arrowhead Road Project, and any additional costs approved by the City, on the Arrowhead Road Project not to exceed \$88,888.
- h. The City shall reimburse County \$5,000 for all aggregate and bituminous testing on the Arrowhead Road Project.
- i. The City shall reimburse the County for the actual costs, capped at

\$10,000.00, for concrete testing for the Arrowhead Road Project.

- j. The City shall reimburse the County for the actual costs, capped at \$15,000.00, for half of the concrete testing for the Glenwood-Snively Roundabout Project.

2. That in all other respects, the Agreement, together with all of its terms, covenants and conditions, is hereby confirmed in its entirety.

IN WITNESS WHERE, the parties have set their hand the date shown below.

COUNTY OF ST. LOUIS

\_\_\_\_\_  
Chair of the County Board

By \_\_\_\_\_  
Public Works Director/Highway Engineer

Dated \_\_\_\_\_

APPROVED AS TO FORM AND EXECUTION:

\_\_\_\_\_  
County Auditor

By \_\_\_\_\_  
Assistant County Attorney  
Damion No.

CITY OF DULUTH

COUNTERSIGNED:

\_\_\_\_\_ By \_\_\_\_\_

Mayor

City Clerk

(City Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Auditor

By

\_\_\_\_\_  
City Attorney