

**JOINT POWERS AGREEMENT
FOR THE INTERSECTION IMPROVEMENTS OF
COUNTY STATE AID HIGHWAY 20 (161ST AVENUE NW)
AT COUNTY STATE AID HIGHWAY 9 (ROUND LAKE BOULEVARD)
IN THE CITY OF ANDOVER, MN
(CITY OF ANDOVER SAP #198-106-005, CP #21-39)
(ANOKA COUNTY SAP 002-620-009)**

THIS AGREEMENT is made by the parties on the last date executed below, by and between the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue, Anoka, Minnesota 55303, hereinafter referred to as "County", and the City of Andover, 1685 Crosstown Boulevard NW, Andover, MN 55303, hereinafter referred to as "City".

WITNESSETH

WHEREAS, the parties to this agreement agree it is in the best interest of the traveling public to modify the signal system and pedestrian accommodations at County State Aid Highway 9 (Round Lake Boulevard NW) at County State Aid Highway 20 (161st Avenue NW); and,

WHEREAS, said parties mutually agree that the signal system and pedestrian accommodations at County State Aid Highway 9 (Round Lake Boulevard NW) at County State Aid Highway 20 (161st Avenue NW) are in need of modification; and,

WHEREAS, the City and County have prepared preliminary design plans for the reconstruction of 161st Avenue between Tulip Street and Anoka County State Aid Highway (CSAH) 9 (Round Lake Boulevard NW) including the signal system modification at the intersection of 161st Avenue, CSAH 9, and CSAH 20 in accordance with Anoka County and the Minnesota Department of Transportation standards to a staff approved layout condition; and,

WHEREAS, Anoka County has jurisdiction over County State Aid Highway 9 and County State Aid Highway 20 at the intersection of 161st Avenue and,

WHEREAS, the City of Andover has jurisdiction over 161st Avenue west of the intersection of 161st Avenue and CSAH 9 and,

WHEREAS, the parties agree that it is in their best interest that the cost of said project be shared; and,

WHEREAS, Minn. Stat. § 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, IT IS MUTUALLY STIPULATED AND AGREED:

I. PURPOSE

The parties have joined together for the purpose of reconstructing the roadway, drainage, curb and gutter, traffic control system, as well as other utilities on 161st Avenue and its intersection with CSAH 9 (Round Lake Boulevard) and CSAH 20 (161st Avenue) in the City of Andover (hereinafter "Project") as

described in the preliminary design plans. Said engineering plans are filed in the office of the Anoka County Highway Department and incorporated herein by reference.

The parties to this Joint Powers Agreement (JPA) agree in principle that construction of the Project is in the best interest of the traveling public and that the Preliminary Layout as shown in Exhibit "A" defines the preliminary design of the Project.

It is agreed that the Exhibit "A" Layout dated March 27, 2023 has been reviewed and accepted by the parties and is suitable for preparation of final construction documents. Any significant changes made hereafter to the design as presented in the Exhibit "A" Layout will require approval by the parties as an amendment to this JPA. These same changes will require a change in the cost share to include any additional design engineering costs that may occur.

II. METHOD

The City shall cause the construction of the Project as defined herein.

IMPROVEMENTS:

It is agreed by the parties that in 2023, 161st Avenue will be reclaimed and overlaid from Tulip Street to CSAH 9 (Round Lake Boulevard), with the addition of a dedicated eastbound right and left turn lane at the west leg of the intersection with CSAH 9 (Round Lake Boulevard) to the extent shown in "Exhibit A". Improvements include but are not limited to: reclaim and overlay 161st Avenue from Tulip Street to CSAH 9 (Round Lake Boulevard), traffic signal modification at 161st and CSAH 9 (Round Lake Boulevard), addition of a dedicated right and left turn lane on the west leg of said intersection, and other design elements at said intersection including concrete curb and gutter and pedestrian accommodations to make said intersection compliant with all current Americans with Disabilities Act (ADA) standards.

INTERSECTIONS:

As agreed by the parties, improvements to the following intersections have been incorporated in the Exhibit "A" Layout design:

Dedicated Left turn/ Through / Right turn lanes on the west approach of the intersection of 161st Ave and CSAH 9 (Round Lake Boulevard)

RIGHT OF WAY:

The parties agree that the project can be constructed completely within the City and County right of way. No Right of Way acquisition will be required for this project. Acquisition of any additional right-of-way and/or easements needed for improvements made outside what is shown in the Exhibit "A" Layout will be the responsibility of the City.

TRAFFIC SIGNALS:

The parties agree that the existing traffic control signal system at the CSAH 20 / CSAH 9 and 161st Avenue intersection will be modified with this project. It is understood that 3 of the legs of this

intersection are County owned, and one leg is City owned. As such, the parties agree that the cost of the reconstruction of this signal shall be in accordance with the standard County cost share of 25% of the traffic signal cost to the City, and 75% of the traffic signal cost to the County.

Following the signal modification and assuming the signal meets warrants, the ongoing traffic signal maintenance at the CSAH 9 / CSAH 20 and 161st Avenue intersection will be consistent with Anoka County warranted traffic signal maintenance practices, with the County 100% responsible for all ongoing traffic signal maintenance, the City reimbursing the County 100% for all ongoing EVP maintenance, the City 100% responsible for all luminaire maintenance, and 100% responsible for the ongoing supply of electrical power for the traffic signal system. A Signal Justification Letter will be prepared for this project to verify that the signal meets warrants.

TRAFFIC CONTROL:

The parties understand and agree that portions of 161st Avenue may closed to thru traffic during construction, and access for local traffic on the county legs will be maintained during construction. The parties agree and understand the cost share for traffic control for the city shall be a prorated share based on the city project cost divided by the total project cost.

UTILITIES:

The parties agree that the Exhibit "A" Layout does not include specific proposed utility locations, as those will be determined during later stages of the design process. There are no current plans for any watermain or sanitary work to occur within this Project.

PERMITS:

The parties agree that the City will secure all necessary permits for this Project. The County agrees to coordinate with the City in securing the permits required by the Upper Rum River WMO, city permits, as well as any other permits that may be required. The County also requests that the City inform the County of any ordinances or city regulations that affect construction at the time of the signing of this JPA (e.g. setbacks, tree clearing ordinances, or any other city ordinances).

III. COSTS

The contract costs of the work, or if the work is not contracted, the cost of all labor, materials, normal engineering costs and equipment rental required to complete the work, shall constitute the "actual construction costs" and shall be so referred to herein. "Estimated construction costs" are good faith projections of the costs, which will be incurred for this project. Actual costs will vary and those will be the costs for which the relevant parties will be responsible.

TRAFFIC SIGNAL COMPONENTS

The non-county furnished items necessary for the signal system modification and the associated estimated costs can be found in Exhibit "B" table "B". These items will be condensed into a single line item "2565.6115 REVISE SIGNAL SYSTEM". The estimated cost for this line item is **\$73,500.00** and includes a 20% markup.

Anoka County will furnish one 50' mast arm and one 35' mast arm to the project, along with one signal cabinet and controller.

PRO RATED ITEMS

The plans for this Project include three components. Andover SAP 198-105-005 which is a reconstruction project for Tulip Street, Andover SAP 198-106-005 which is a reclamation and overlay of 161st Avenue, and Anoka County's SAP 002-620-009 which modifies the signal at the intersection of 161st Avenue and CSAH 9. These components of the Project will be let together resulting in one mobilization line item, and one traffic control line item. The cost breakdowns can be viewed in Exhibit "B" Table "A" Cost Estimate dated 2/16/23.

PROJECT COSTS

The estimated construction cost of the total project is **\$1,161,100.00**

The total estimated construction cost to the County is **\$118,400.00**

The total estimated construction cost to the City is **\$1,042,700 [\$561,900.00+\$480,800.00]**

Upon award of the contract, the County shall pay to the City, upon written demand by the City, ninety five percent (95%) of its portion of the cost of the project estimated at **\$112,480.00**. Prior to billing, this estimate will be updated by the City to reflect the actual bid prices as awarded. An updated cost estimate shall be provided to the County at the time of billing. The County's share of the cost of the project shall include only construction expenses and does not include engineering design and administrative expenses incurred by the City.

After final completion of the project or after August 18, 2023, whichever occurs first, the remainder of the city's share of the construction cost will be determined and paid based upon actual construction costs. If necessary, adjustments to the initial ninety five percent (95%) charged will be made in the form of credit or additional charges to the County's share. Also, the remaining five percent (5%) of the County's portion of the construction costs shall be paid.

The City agrees to submit to the County for review final quantities and cost within one year of project substantial completion.

IV. TERM / TERMINATION

This Agreement shall become effective immediately upon execution, and will remain in effect until the Project and all restoration activities are completed, *with exception* of the ownership and maintenance provisions within this Agreement which shall continue indefinitely and shall survive termination of this Agreement.

V. DISBURSEMENT OF FUNDS

All funds disbursed by the County or City pursuant to this Agreement shall be disbursed by each entity pursuant to the method provided by law.

VI. CONTRACTS AND PURCHASES

All contracts let and purchases made pursuant to this Agreement shall be made by the City in conformance to the State laws.

VII. STRICT ACCOUNTABILITY

A strict accounting shall be made of all funds and report of all receipts and shall be made upon request by either party. Prior to city payment to the County, Anoka County shall provide the City a copy of all cost participation documents submitted to MnDOT State Aid to assist the city in their application for MSA funding.

VIII. SIGNALIZATION POWER

The City shall at their sole expense, install and cause the installation of an adequate electrical power source to the service cabinet for all the previously mentioned CSAH 9 / CSAH 20 and 161st Avenue traffic control signal systems including any necessary extension of power lines. The City shall be the lead agency in this matter. Upon completion of said traffic control signal installations, the ongoing cost of the electrical power to the signals shall be the sole cost and expense of the City.

IX. MAINTENANCE / OWNERSHIP

- A. Maintenance of the pedestrian ramps and any adjacent bituminous trail on any side of the intersection of CSAH 9 / CSAH 20 / 161st St shall be the responsibility of the City. The City shall be responsible for general routine maintenance, such as sweeping, clearing, plowing, trash removal and other incidental items.
- B. Maintenance of crosswalk pavement markings shall be the responsibility of the City and the County. The County will be responsible for the maintenance of the crosswalk pavement markings for all crossings at the intersection of CSAH 20 and CSAH 9 only.
- C. Maintenance of streetlights and cost of electrical power to the streetlights shall be the sole obligation of the City. The City will be responsible for long-term maintenance and replacement of the complete street light system including items such as: poles, fixtures, luminaires, and control cabinets.
- D. Maintenance of the completed traffic control signal and signal equipment at the intersection of CSAH 9 / CSAH 20 / 161st St shall be the sole obligation of the County.
- E. The County shall maintain the said traffic signal controllers, traffic signal and pedestrian indications, loop detectors and associated wiring of the said traffic control signals at the sole obligation of the County.
- F. Painting of the traffic signal shall be the sole obligation of the County. Any variation of painting color standards will be billed to the City.
- G. Timing of the completed traffic control signal shall be determined by the County.
- H. Only the County shall have access to the controller cabinets.
- I. The traffic control signals shall be the property of the County.
- J. The City shall be responsible for maintenance of the luminaries, luminaire relamping, and luminaire painting.

- K. All maintenance of the EVP System shall be completed by the County. The City shall be billed by the County on a quarterly basis for all incurred costs.
 - L. EVP Emitter Units shall be manufactured by Opticom and may be installed on and used only by Emergency Vehicles responding to an emergency as defined in Minnesota Statutes §169.011, Subdivision 3, and §169.03. The City shall provide a list to the County Engineer, or the County's duly appointed representative, of all such vehicles with emitter units on an annual basis.
 - M. Malfunctions of the EVP System shall be immediately reported to the County.
 - N. All timing of said EVP System shall be determined by the County.
 - O. In the event said EVP System or components are, in the opinion of the County, being misused, or the conditions set forth are violated, and such misuse or violation continues after receipt by the City, written notice thereof from the County, the County shall remove the EVP System. Upon removal of the EVP System pursuant to this paragraph, the field wiring, cabinet wiring, detector receiver, infrared detector heads and indicator lamps and all other components shall become the property of the County.
- X. NOTICE

For purposes of delivery of any notices herein, the notice shall be effective if delivered to the County Administrator of Anoka County, 2100 Third Avenue, Anoka, Minnesota 55303, on behalf of the County, and to the City Administrator of Andover, 1685 Crosstown Boulevard NW, Andover, MN 55303, on behalf of the City.

XI. INDEMNIFICATION

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 REQUIREMENT OF A WRITING

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 thereof, as well as any previous agreement presently in effect between the parties to 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.

XIII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each one of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

Anoka County Contract No. C0009775

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

COUNTY OF ANOKA

DocuSigned by:
By: Rhonda Sivarajah
27D3CB52C23040E...
Rhonda Sivarajah
County Administrator
6/15/2023

CITY OF ANDOVER

By: [Signature]
Sheri Bukkila
Mayor

Dated: 4/4/23

By: [Signature]
Jim Dickinson
City Administrator

Dated: 4/4/23

RECOMMENDED FOR APPROVAL:

DocuSigned by:
By: Joe MacPherson
A93442ADA7B14FB...
Joseph J. MacPherson, P.E.
Transportation Division Manager
6/15/2023

APPROVED AS TO FORM AND EXECUTION:

DocuSigned by:
By: Christine Carney
DB9E1303EA40433...
Christine V. Carney
Assistant County Attorney
6/16/2023

By: [Signature]
Scott Baumgartner
City Attorney

Dated: 4/4/23

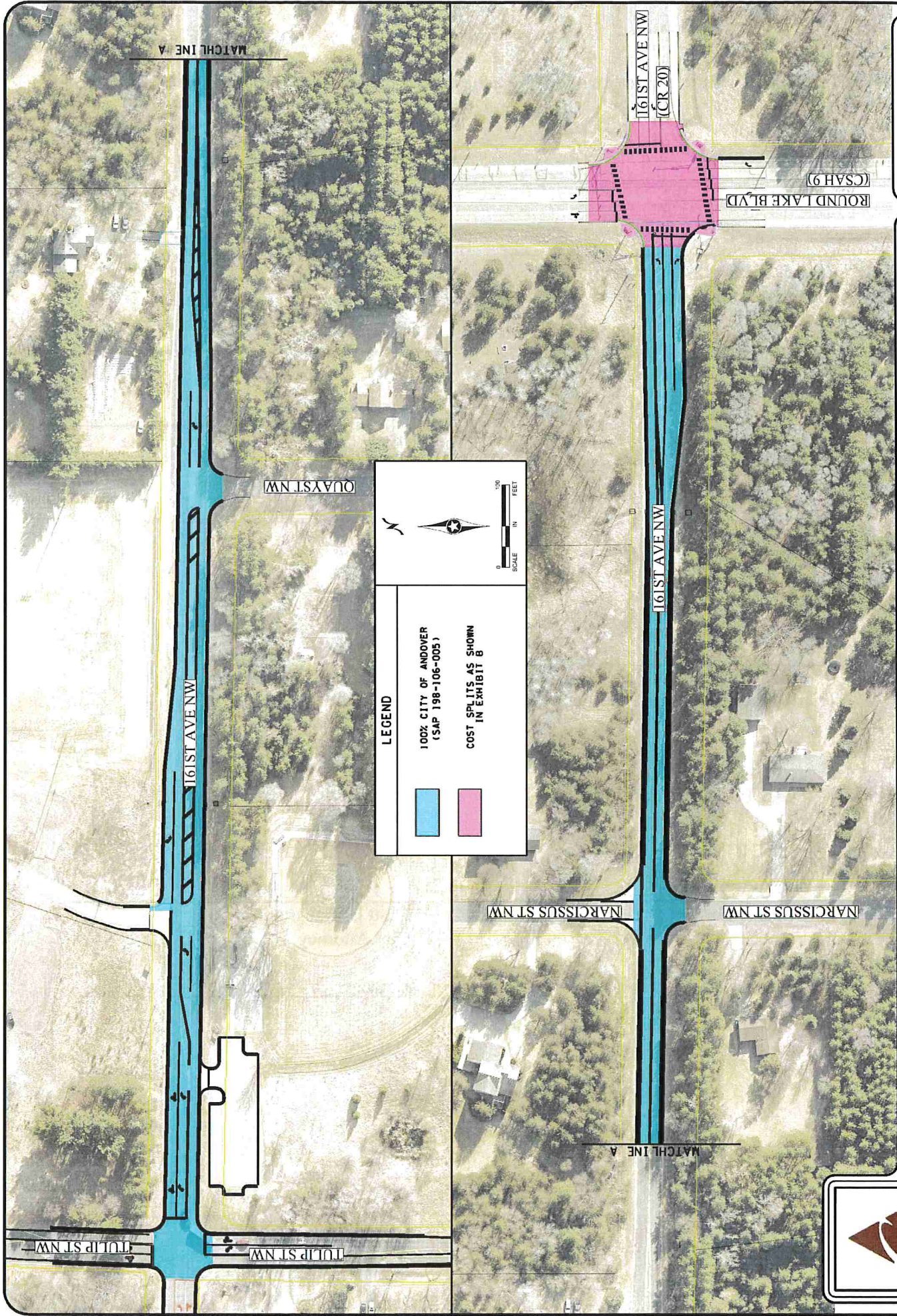
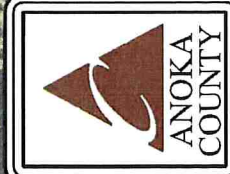


EXHIBIT A
FUNDING MAP



Date: 03/27/2023

Exhibit "B"

Table "A" Cost Estimate 2/16/23

NOTE	ITEM NO.	DESCRIPTION	UNIT	EST. QUAN.	UNIT PRICE	AMOUNT	PROJECT TOTAL
	1	2003.001 Mobilization	LS	1.00	70,000.00	70,000.00	
	2	2101.002 Grubbing	EA	25.00	250.00	6,250.00	
	3	2101.002 Clearing	EA	25.00	250.00	6,250.00	
	4	2102.003 Pavement Marking Removal	LF	138.00	25.00	3,450.00	
	5	2102.018 Pavement Marking Removal	LF	138.00	25.00	3,450.00	
	6	2102.018 Pavement Marking Removal	LF	138.00	25.00	3,450.00	
	7	2104.002 Remove Drainage Structure	EA	8.00	1,000.00	8,000.00	
	8	2104.002 Salvage Sign	EA	2.00	150.00	300.00	
	9	2104.003 Remove Sewer Pipe (Storm)	LF	295.00	30.00	8,850.00	
	10	2104.003 Sawing Concrete Pavement (Full Depth)	LF	100.00	30.00	3,000.00	
	11	2104.003 Sawing Bit Pavement (Full Depth)	LF	30.00	30.00	900.00	
	12	2104.003 Salvage Sign	EA	4.00	250.00	1,000.00	
	13	2104.018 Remove Concrete Pavement	SF	2,440.00	1.50	3,660.00	
	14	2104.018 Remove Bituminous Pavement	SF	2,440.00	1.50	3,660.00	
	15	2104.018 Remove Concrete Walk	SF	204.00	1.50	306.00	
	16	2104.002 Salvage and Reinstall Manholes	EA	5.00	1,500.00	7,500.00	
	17	2105.007 Common Excavation	CY	300.00	22.00	6,600.00	
	18	2105.007 Select Granular Borrow (LV)	CY	700.00	12.00	8,400.00	
	19	2105.007 Salvage Reclaim Material (LV)	CY	3,400.00	16.00	54,400.00	
	20	2105.007 Salvage Reclaim Material (LV)	CY	61.00	300.00	18,300.00	
	21	2112.019 Subgrade Preparation	MSAL	100.00	50.00	5,000.00	
	22	2130.023 Water	MSAL	100.00	50.00	5,000.00	
	23	2211.009 Aggregate Base Class 5	SY	213.00	3.00	639.00	
	24	2211.009 Depth Recourse	SY	70.00	25.00	1,750.00	
	25	2212.004 Mill and Surface (1.5")	SY	70.00	3.50	245.00	
	26	2307.006 Bituminous Material For Jack Coat	GNL	1,550.00	3.50	5,425.00	
	27	2307.006 Type SP 9.5 Wearing Course Mat (1.5")	GNL	2,800.00	78.00	218,400.00	
	28	2307.009 Type SP 9.5 Wearing Course Mat (2") Driveways	GNL	30.00	330.00	9,900.00	
	29	2307.009 Type SP 12.5 Wearing Course Material (1.5")	GNL	2,910.00	20.00	58,200.00	
	30	2307.009 Type SP 12.5 Bituminous Material For Patching	GNL	20.00	200.00	4,000.00	
	31	2307.009 Type SP 12.5 Bituminous Material For Patching	GNL	20.00	55.00	1,100.00	
	32	2301.002 15" RC Pipe Apron & Grate	EA	2.00	2,000.00	4,000.00	
	33	2301.002 18" RC Pipe Apron & Grate	EA	1.00	3,000.00	3,000.00	
	34	2301.002 12" Skimmer	EA	1.00	3,000.00	3,000.00	
	35	2301.002 12" Skimmer	EA	2.00	4,000.00	8,000.00	
	36	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	37	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	38	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	39	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	40	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	41	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	42	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	43	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	44	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	45	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	46	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	47	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	48	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	49	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	50	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	51	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	52	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	53	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	54	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	55	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	56	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	57	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	58	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	59	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	60	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	61	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	62	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	63	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	64	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	65	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	66	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	67	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	68	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	69	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	70	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	71	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	72	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	73	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	74	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	75	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	76	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	77	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	78	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	79	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	80	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	81	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	82	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	83	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	84	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	85	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	86	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	87	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	88	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	89	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	90	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	91	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	92	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	93	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	94	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	95	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	96	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	97	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	98	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	99	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	100	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	101	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	102	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	103	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	104	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	105	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	106	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	107	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	108	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	109	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	110	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	111	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	112	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	113	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	114	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	115	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	116	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	117	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	118	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	119	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	120	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	121	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	122	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	123	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	124	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	125	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	126	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	127	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	128	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	129	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	130	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	131	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	132	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	133	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	134	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	135	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	136	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	137	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	138	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	139	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	140	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	141	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	142	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	143	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	144	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	145	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	146	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	147	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	148	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	149	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	150	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	151	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	152	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	
	153	2301.002 12" Skimmer	EA	1.00	5,000.00	5,000.00	

TABLE "B" 2565.615 REVISE SIGNAL SYSTEM LINE ITEM BREAKDOWN 2/1/23				
ITEM	QTY	UNIT PRICE	TOTAL	
REMOVE AND INSTALL NEW MAST ARM	2	\$ 2,500.00	\$ 5,000.00	
REMOVE 3 SECTION HEADS	8	\$ 400.00	\$ 3,200.00	
4-SECTION SIGNALS (WITH MOUNTING HARDWARE, LEDS, INSTALLATION)	8	\$ 1,500.00	\$ 12,000.00	
3-SECTION HEADS (WITH MOUNTING HARDWARE, LEDS, INSTALLATION)	2	\$ 1,300.00	\$ 2,600.00	
REMOVE AND INSTALL CONTROLLER AND CABINET	1	\$ 3,500.00	\$ 3,500.00	
LUMINAIRE-LED (REMOVE HPS AND INSTALL)	2	\$ 800.00	\$ 1,600.00	
2 INCH CONDUIT - FOOT	200	\$ 10.00	\$ 2,000.00	
PVC HANDHOLE (METAL COVER)	1	\$ 2,000.00	\$ 2,000.00	
6X6 NMC LOOP DETECTORS (NEW PAVEMENT)	8	\$ 1,000.00	\$ 8,000.00	
6X8 NMC LOOP DETECTORS (NEW PAVEMENT)	1	\$ 1,000.00	\$ 1,000.00	
6X6 NMC LOOP DETECTORS (SAWCUT OLD PAVEMENT)	3	\$ 2,000.00	\$ 6,000.00	
SALVAGE AND INSTALL EVP DETECTORS	2	\$ 300.00	\$ 600.00	
TYPE D SIGNING (SALVAGE AND F&I) - SQUARE FOOT	72	\$ 100.00	\$ 7,200.00	
R10-X12 SIGNING - SQUARE FOOT	42	\$ 60.00	\$ 2,520.00	
6/C#14 - FOOT	500	\$ 5.00	\$ 2,500.00	
2/C#14 (DETECTOR LEAD-IN) - FOOT	500	\$ 3.00	\$ 1,500.00	
SUBTOTAL			\$ 61,220.00	
2565.615 REVISE SIGNAL SYSTEM	20% MARKUP (rounded)		\$ 73,464.00	
2565.615 REVISE SIGNAL SYSTEM	ROUNDED		\$ 73,500.00	

EXHIBIT "C"**FOR PROJECTS CONSTRUCTED IN ANOKA COUNTY**

<u>ITEMS</u>	<u>COUNTY SHARE</u>	<u>CITY SHARE</u>
Concrete Curb & Gutter	50%	50%
Concrete Curb & Gutter for Median and Center Island Construction	100%	0%
Concrete Median	100%	0*1
Concrete Sidewalk	0%	100%
Concrete Sidewalk Replacement	100%	0%
Bikeways	0%	100%
Bikeway Replacement	100%,	0%
Unless existing trail not placed at edge of R/W		
Construction or Adjustment of Local Utilities	0%	100%
Grading, Base and Bituminous	100%	0%
Storm Sewer	based on state aid letter*2	based on state aid letter*2
Driveway Upgrades	100%, in-kind	100%, of up-grades
Traffic Signals, new (communities larger than 5,000) w/ State Aid approved SJR	½ the cost of its legs of the intersection	the cost of its legs of the intersection plus ½ the cost of the County legs of the intersection
Traffic Signals, replacement (communities larger than 5,000) w/ State Aid approved SJR	the cost of its legs of the intersection	the cost of its legs of the intersection
Traffic Signals, new & replacements (communities less than 5,000) w/ State Aid approved SJR	100%	0%
Traffic Signal, w/o State Aid approved SJR	0%	100%
EVP	0%	100%
Engineering Services	*3	*3
Right-of-Way	100%*4	0%
Street Lights	0%	100%
Noise Walls	100%, if not previously notified*5	100%, if previously notified*5

*1 The County pays for 100% of Standard Median Design such as plain concrete. If a local unit of government requests decorative median such as brick, stamped concrete, or landscaping, the local unit will pay the additional cost above the cost of standard median.

*2 In the event no State Aid is being used, or in the event the state aid letter does not determine cost split percentages, drainage cost shares will be computed by the proportion of contributing flow outside the County right of way to the total contributing flow.

*3 Engineering shall be paid by the Lead Agency except that any participating agency will pay construction engineering in the amount of 8% of the construction costs paid by that agency.

*4 In the event that the Township or City requests purchase of right-of-way in excess of those right-of-ways required by County construction, the Township or City participates to the extent an agreement can be reached in these properties. For instance, a Township or City may request a sidewalk be constructed alongside a County roadway which would require additional right-of-way, in which case the Township or City may pay for that portion of the right-of-way. Acquisition of right-of-way for new alignments shall be the responsibility of the Township or City in which the alignment is located. This provision may be waived by agreement with the County Board if the roadway replaces an existing alignment and the local unit of government takes jurisdiction of that existing alignment. In addition, any costs, including right-of-way costs, incurred by the County because a Township or City did not acquire sufficient right-of-way during the platting process or redevelopment process as requested by the County shall be paid by the Township or City.

*5 Notification includes any letter to the agency indicating that noise will potentially be an issue in the future, likely received during the Plat Review Process. Maintenance shall be the responsibility of the agency paying for the Initial Installation. When the County is the responsible agency, it shall pay 100% of Standard Noise Wall Cost. If a local agency requests decorative noise walls, the requesting agency will pay the additional cost above the cost of standard noise wall.

Certificate Of Completion

Envelope Id: 38F59F0E548041C197313AC66086C16C

Status: Completed

Subject: DocuSign: C0009775 ANDOVER JPA (SAP 002-620-009)

Source Envelope:

Document Pages: 11

Signatures: 3

Certificate Pages: 4

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:

Cindy Kriesel

Anoka County Government Center

2100 3rd Avenue

Anoka, MN 55303

cindy.kriesel@co.anoka.mn.us

IP Address: 156.98.106.245

Record Tracking

Status: Original

6/14/2023 2:18:32 PM

Holder: Cindy Kriesel

cindy.kriesel@co.anoka.mn.us

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Anoka County

Location: DocuSign

Signer Events

Joe MacPherson

Joe.Macpherson@co.anoka.mn.us

Division Manager

Anoka County

Security Level: Email, Account Authentication
(Optional)**Signature**

DocuSigned by:


A93442ADA7B14FB...

Signature Adoption: Pre-selected Style

Using IP Address: 156.98.106.233

Timestamp

Sent: 6/14/2023 2:24:46 PM

Viewed: 6/15/2023 7:52:30 AM

Signed: 6/15/2023 7:53:33 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Rhonda Sivarajah

Rhonda.Sivarajah@co.anoka.mn.us

County Administrator

Anoka County

Security Level: Email, Account Authentication
(Optional)

DocuSigned by:


27D3CB52C23646E...

Signature Adoption: Pre-selected Style

Using IP Address: 156.98.106.233

Sent: 6/15/2023 7:53:34 AM

Viewed: 6/15/2023 8:01:56 AM

Signed: 6/15/2023 8:02:03 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Christine Carney

christine.carney@co.anoka.mn.us

Security Level: Email, Account Authentication
(Optional)

DocuSigned by:


DB9E1565EA48453...

Signature Adoption: Pre-selected Style

Using IP Address: 156.98.105.52

Sent: 6/15/2023 8:02:04 AM

Viewed: 6/16/2023 8:14:47 AM

Signed: 6/16/2023 8:15:00 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Ebonique Buries ebonique.buries@co.anoka.mn.us Legal Assistant Anoka County Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Accepted: 1/30/2023 8:41:47 AM ID: 61c39c1b-4b01-4024-8d9a-6e910a8e22e9	COPIED	Sent: 6/16/2023 8:15:01 AM

Nick Dobda nicholas.dobda@co.anoka.mn.us Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/16/2023 8:15:02 AM
---	--------	----------------------------

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/14/2023 2:24:46 PM
Certified Delivered	Security Checked	6/16/2023 8:14:47 AM
Signing Complete	Security Checked	6/16/2023 8:15:00 AM
Completed	Security Checked	6/16/2023 8:15:02 AM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

The following information constitutes Anoka County's (we, us or Company) written notices or disclosures relating to your use of DocuSign in relation to Anoka County's license. Described below are the terms and conditions for providing notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (30 days) after the documents are first sent to you. At any time, if you request paper copies of any documents, you may be charged a fee. You may request paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices, disclosures and documents from us electronically, you may change your mind and tell us that going forward you want to receive documents only in paper format. Please note, processing time will be slowed down dramatically as we will be required to print and send the document through the mail and await your return of the documents. The process to change the method of receipt is described below.

All notices and disclosures will be sent to you electronically

Upon your acceptance to receive electronic notifications, all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you will be provided electronically through the DocuSign system. All of the required documents will be provided to you at the address that you have given us.

How to contact Anoka County:

You may change your preferred method of contact whether electronically, or paper copies, or change your email address. You may also request paper copies of certain information from us, or withdraw your prior consent to receive documents. Please use the contact information below for your request and in the body of your correspondence, identify your desired action. If you are

changing an email address, please include your prior email address as well as your new address. If you no longer wish to receive future documents in electronic format, please include that request in the body of your email.

Email: helpdesk@co.anoka.mn.us

Phone: (763)-324-4110

Address: Anoka County Government Center
Attn: Information Technology, #300
2100 3rd Avenue
Anoka, MN 55303

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

ACKNOWLEDGEMENT

To confirm your access to the electronic notices and disclosures, which will be similar to other electronic notices and disclosures that we may provide to you, please acknowledge that you have read this ERSD by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Anoka County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Anoka County during the course of your relationship with Anoka County.