

**JOINT POWERS AGREEMENT  
FOR THE INTERSECTION IMPROVEMENT PROJECT  
AT THE INTERSECTION OF  
COUNTY STATE AID HIGHWAY 22 (VIKING BOULEVARD NW) AND  
COUNTY STATE AID HIGHWAY 9 (LAKE GEORGE BLVD NW)  
IN THE CITY OF OAK GROVE, MN  
(SP 002-622-035)**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of April, 2016 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 Oak Grove, 19900 Nightingale Street NW, Oak Grove, MN 55011, hereinafter referred to as "City".

**WITNESSETH**

WHEREAS, the parties to this agreement agree it is in the best interest of the traveling public to improve the intersection of County State Aid Highway (CSAH) 22 (Viking Boulevard NW) and County State Aid Highway (CSAH) 9 (Lake George Blvd NW) and,

WHEREAS, said parties mutually agree that the intersection of CSAH 22 (Viking Boulevard NW) and CSAH 9 (Lake George Blvd NW) is in need of improvement; and,

WHEREAS, the County has prepared preliminary design plans for the intersection improvement of CSAH 22 (Viking Boulevard NW) and CSAH 9 (Lake George Blvd NW) in accordance with Anoka County, City of Oak Grove, and the Minnesota Department of Transportation standards to a staff approved layout condition; and,

WHEREAS, Anoka County has jurisdiction over CSAH 22 (Viking Boulevard NW) and CSAH 9 (Lake George Blvd NW) 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 adding left turn lanes and a signal system as described in the preliminary design plans. The County project number for the reconstruction is SAP 002-622-035. 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 County State Aid Project No. 002-622-035 at the intersection of CSAH 22 (Viking Blvd NW) and CSAH 9 (Lake George Blvd NW) 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 January 11, 2016 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 County shall cause the construction of Anoka County Project SAP 002-622-035 in conformance with proposed engineering plans and specifications.

### IMPROVEMENTS

It is agreed by the parties that in 2016 left turn lanes and a traffic signal will be constructed at the intersection of CSAH 22 (Viking Blvd NW) and CSAH 9 (Lake George Blvd NW) to the extent shown in "Exhibit A". Improvements include but are not limited to: roadway widening, traffic signal construction, right and left turn lanes, and pavement reclamation. The costs of these improvements have been estimated for this agreement and will be finalized after bids have been received. These costs will be shared by the County and the City.

### RIGHT OF WAY:

The parties agree that the County will acquire all necessary right-of-way and easements for the Project. Acquisition of any additional right-of-way and/or easements needed for improvements to the City street intersections beyond what is defined in the Exhibit "A" Layout will be the responsibility of the City. Any City owned property or easements required for the construction will be conveyed to the County at no cost.

### TRAFFIC SIGNALS:

The parties agree that the new traffic control signal system will be constructed with this project. The parties agree that the cost of the construction of this signal shall be standard County cost share, with 100% of the EVP costs to the City of Oak Grove, 50% of the traffic signal cost to the City and 50% of the traffic signal cost to the County.

Following construction, the ongoing traffic signal maintenance 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.

### DRAINAGE:

The City shall pay for a percentage of the cost of the storm sewer system, including the detention basins and their outlet structures. The City portion of the cost is based on contributing flow through the storm

sewer system to the detention basin determined by the product of contributing area and runoff coefficient.

TRAFFIC CONTROL:

The parties understand and agree that CSAH 11 will have two lanes open to thru traffic during construction, and will always be open to emergency vehicles and local traffic. 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.

DRIVEWAYS:

The parties agree that all driveways affected by the Project will be reconstructed in kind at 100% project cost with the cost of any upgrades requested by the City, including concrete aprons, to be the sole responsibility of the City.

LANDSCAPING/STREETSCAPING:

The parties agree that if the City wishes to include landscaping or streetscape features in the project, they shall be designed in accordance with Anoka County Highway Department Landscape/Streetscape Guidelines. The City shall supply the signed plan sheets and specifications for the proposed landscape/streetscape. The total cost of the design as well as the construction cost above standard median cost will be at the expense of the City. All construction documents must be submitted to the County by May 1, 2016. Maintenance of any landscaping/streetscaping will be the sole responsibility of the City.

UTILITIES:

The parties agree that the Exhibit "A" Layout does not include specific proposed utility locations. The City will be responsible for the design of any sanitary sewer and water main improvements and/or relocations due to road reconstruction, which will be incorporated into the project bid documents. The cost of the design of these features shall be the responsibility of the City. The cost of construction of these features shall be the responsibility of the City. The cost of construction of these features solely due to road reconstruction shall be the responsibility of the City. In areas where relocations are solely due to road reconstruction, federal funds shall be applied. The City's design of the sanitary sewer and water main utilities are to include signed plans, specifications, and estimated quantities and cost. All construction documents must be submitted to the County by May 1, 2015.

PERMITS:

The parties agree that the County will secure all necessary permits for this Project. The City agrees to coordinate with the County in securing the permits required by the Upper Rum River Watershed District, 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 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.

The estimated construction cost of the total project is \$1,498,722.47. The total estimated construction cost to the City is \$145,000.

The City participation in construction engineering will be at a rate of eight percent (8%) of their designated construction share of \$145,000. The estimated cost to the City for construction engineering is \$11,600. In summary, the total City share of this project is \$156,600 (includes construction and construction engineering costs).

Upon award of the contract, the City shall pay to the County, upon written demand by the County, ninety five percent (95%) of its portion of the cost of the project estimated at \$148,770. Prior to billing, this estimate will be updated by the County to reflect the actual bid prices as awarded. An updated cost estimate shall be provided to the City at the time of billing. The City's share of the cost of the project shall include only construction and construction engineering expense and does not include engineering design and administrative expenses incurred by the County.

Upon final completion of the project, the City's share of the construction cost will be 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 City's share. Also, the remaining five percent (5%) of the City's portion of the construction costs shall be paid.

#### IV. TERM

This Agreement shall continue until terminated as provided hereinafter.

#### 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 County 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. TERMINATION

This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party. If notice is delivered by mail, it shall be deemed to be received two days after mailing. Such termination shall not be effective with respect to any solicitation of bids or any purchases of services or goods which occurred prior to such notice of termination. The City shall pay its pro rata share of costs which the County incurred prior to such notice of termination.

## IX. 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 the previously mentioned CSSAH 22 traffic control signal system including any necessary extension of power lines. The City shall be the lead agency in this matter. Upon completion of said traffic control signal installation, the ongoing cost of the electrical power to the signal shall be the sole cost and expense of the City.

## X. MAINTENANCE

- A. Maintenance of the completed storm sewer (except catch basins and catch basin leads) and detention basins (including ponds and their outlet structures and grit chambers/collectors) shall be the sole obligation of the City.
- B. Maintenance of all sidewalks, including snow plowing, shall be the sole responsibility of the City.
- C. Maintenance of the bituminous trails 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 and shall be responsible for long-term maintenance, such as bituminous overlays, crack sealing and replacement (unless replacement is part of a major County road improvement project).
- D. Maintenance of crosswalk pavement markings on City streets shall be the responsibility of the City. The City will be responsible for all crosswalk pavement markings for the crossings at all city streets.
- E. Maintenance of streetlights and cost of electrical power to the streetlights shall be the sole obligation of the City.
- F. Maintenance of the completed traffic control signals and signal equipment at the intersection of CSAH 22 (Viking Boulevard NW) and CSAH 9 (Lake George Boulevard NW) shall be the sole obligation of the County.
- G. The County shall maintain the said traffic signal controllers, traffic signals and pedestrian indications, loop detectors and associated wiring of the said traffic control signals at the sole obligation of the County.
- H. 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.
- I. Timing of the traffic signal shall be determined by the County.
- J. Only the County shall have access to the controller cabinet.
- K. The traffic control signal shall be the property of the County.
- L. The City shall be responsible for maintenance of the luminaries, luminaire relamping, and luminaire painting.

- M. All maintenance of the EVP Systems shall be completed by the County. The City shall be billed by the County on a quarterly basis for all incurred costs.
- N. EVP Emitter Units may be installed on and used only by Emergency Vehicles responding to an emergency as defined in Minnesota Statutes §169.01, Subdivision 5, 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.
- O. Malfunctions of the EVP System shall be immediately reported to the County.
- P. All timing of said EVP System shall be determined by the County.
- Q. 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.

## XI. 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 Manager of City of Oak Grove, 19900 Nightingale Street NW, Oak Grove, MN 55011, on behalf of the City.

## XII. 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. This Agreement does not constitute a waiver on the limitations of liability set forth in Minnesota Statutes, Section 466.04. Nothing herein shall be construed to provide indemnification to officers, agents or employees of either party for any act or omission for which an officer, agent, or employee is guilty of malfeasance in office, willful neglect of duty, or bad faith. To the fullest extent permitted by law, actions by the parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a (a), provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of another party. The parties to this Agreement are not liable for the acts or omissions of the other except to the extent they have agreed in writing to be responsible for such acts or omissions of the other.

## XIII. DATA PRACTICES COMPLIANCE

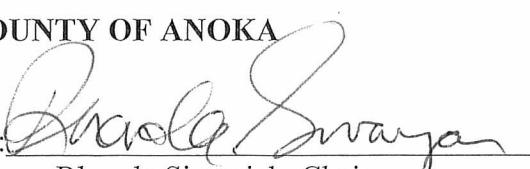
Pursuant to Minnesota Statutes, Section 16C.05, Subd. 5, any books, records, documents, and accounting procedures and practices of the County or City relevant to this Agreement are subject to examination by the other and either the Legislative Auditor or the State Auditor as appropriate. The County and City agree to maintain these records for a period of six years from the date of performance under this Agreement.

XIV. 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.

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

**COUNTY OF ANOKA**

By: 

Rhonda Sivarajah, Chair  
Board of Commissioners

Dated: 6-20-16

ATTEST

By: 

Jerry Soma  
County Administrator

Dated: 6-20-16

RECOMMENDED FOR APPROVAL

By: 

Douglas W. Fischer, P.E.  
County Engineer

Dated: 6/17/16

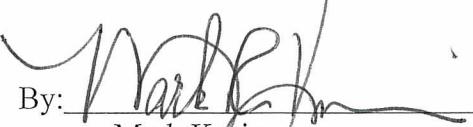
APPROVED AS TO FORM

By: 

Dan Clint  
Assistant County Attorney

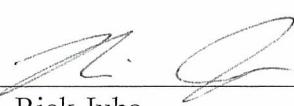
Dated: 6/27/16

**CITY OF OAK GROVE**

By: 

Mark Korin  
Mayor

Dated: 4/11/2016

By: 

Rick Juba  
City Administrator

Dated: 4/11/2016

By: 

Robert Vose  
City Attorney

Dated: 5/10/2016

SAP 002-622-035  
SIGNAL INSTALLATION AND WIDENING  
@ VIKING BLVD NW/LAKE GEORGE BLVD NW  
IN CITY OF OAK GROVE

EXHIBIT A  
JANUARY 11, 2016



ENGINEER'S ESTIMATE FOR SAP 002-622-035  
CSAH 22 / CSAH 9  
EXHIBIT B

ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL PROJECT QUANTITIES ESTIMATED	ESTIMATE		ROADWAY QUANTITIES ESTIMATED	SEGMENT COST	ROADWAY ESTIMATED	SEGMENT COST	CITY OF OAK GROVE ***,***,***	PARTICIPATING-FEDERAL FUNDS SAP 002-622-035
				Unit Cost	Total						
				Unit	Total						
2013.501	SURVEY EQUIPMENT	LUMP SUM	1	\$100,000.00	\$100,000.00						
2021.501	MOBILIZATION	LUMP SUM	1	\$100,000.00	\$100,000.00	0.90	\$90,000.00	0.10	10,000.00		
2031.501	FIELD OFFICE D	EACH	1	\$100,000.00	\$100,000.00	0.90	\$90,000.00	0.10	10,000.00		
2101.501	CLEARING	ACRE	0.40	\$4,000.00	\$1,600.00	0.40	\$1,600.00				
2101.502	CLEARING	TREE	10	\$150.00	\$1,500.00	10	\$1,500.00				
2101.509	GRUBBING	ACRE	0.40	\$4,000.00	\$1,600.00	0.40	\$1,600.00				
2104.501	REMOVE PIPE CULVERTS	TREE	6	\$150.00	\$900.00	6	\$900.00				
2104.501	REMOVE CURB AND GUTTER	LIN FT	295	\$2.00	\$595.00	295	\$2,655.00				
2104.501	REMOVE CONCRETE MEDIAN	LIN FT	278	\$2.00	\$556.00	278	\$556.00				
2104.503	REMOVE BITUMINOUS PAVEMENT	SQ YD	210	\$1.00	\$210.00	210	\$210.00				
2104.505	REMOVE CONCRETE APRON	SQ YD	5025	\$2.00	\$10,050.00	5025	\$10,050.00				
2104.513	SAVING BIT PAVEMENT (FULL DEPTH)	EACH	2	\$200.00	\$400.00	2	\$400.00				
2104.523	SAVAGE METAL APRON	LIN FT	2688	\$2.50	\$7,220.00	2888	\$7,220.00				
2104.601	HAUL SALVAGED MATERIAL	EACH	1	\$150.00	\$150.00	1	\$150.00				
2112.603	SHOULDER PRESERVATION	LUMP SUM	1	\$2,000.00	\$2,000.00	1	\$2,000.00				
2130.501	WATER	LIN FT	4149	\$0.00	\$4,149.00	4149	\$4,149.00				
2211.503	AGGREGATE BASE (CIV CLASS 5 (P))	M GALLONS	150	\$20.00	\$3,000.00	150	\$3,000.00				
2221.501	SHOULDER BASE CLASS 5	CU YD	2322	\$22.00	\$51,054.00	2322	\$51,054.00				
2221.503	MILL BITUMINOUS SURFACE (2.0")	CU YD	284	\$20.00	\$5,680.00	284	\$5,680.00				
2232.501	BITUMINOUS PAVEMENT RECLAMATION	SQ YD	142	\$2.50	\$355.00	142	\$355.00				
2331.604	BITUMINOUS MATERIAL FOR TACK COAT	SQ YD	12761	\$1.00	\$12,761.00	12761	\$12,761.00				
2351.502	TYPE SP 2.5 WEARING COURSE MIX (4.5 E)	GALLON	1910	\$70.00	\$133,200.00	1910	\$133,200.00				
2360.501	TYPE SP 2.5 NON WEAR COURSE MIX (4.5 E)	TON	5679	\$65.00	\$390,530.00	5679	\$390,530.00				
2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (4.5 E)	TON	1602	\$65.00	\$104,130.00	1602	\$104,130.00				
2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (4.5 E) TEMP WIDENING	TON	301	\$65.00	\$20,350.00	301	\$20,350.00				
2411.507	CONCRETE ELUVE	EACH	1	\$500.00	\$500.00	1	\$500.00				
2501.511	15" RC PIPE CULVERT CLASS V	LIN FT	66	\$3,100.00	\$21,700.00	66	\$21,700.00				
2501.511	18" RC PIPE CULVERT CLASS V	LIN FT	245	\$4,000.00	\$960,000.00	245	\$960,000.00				
2501.511	24" RC PIPE CULVERT CLASS III	LIN FT	76	\$45.00	\$3,420.00	76	\$3,420.00				
2501.567	15" RC SAFETY APRON & GRATE DES 3128	EACH	4	\$700.00	\$2,800.00	4	\$2,800.00				
2501.567	18" RC SAFETY APRON & GRATE DES 3128	EACH	6	\$800.00	\$4,800.00	6	\$4,800.00				
2501.567	24" RC SAFETY APRON & GRATE DES 3128	EACH	2	\$900.00	\$1,800.00	2	\$1,800.00				
2501.573	INSTALL METAL APRON	LIN FT	1	\$200.00	\$200.00	1	\$200.00				
2603.511	24" PVC PIPE SERVER	LIN FT	5	\$75.00	\$375.00	5	\$375.00				
2611.501	RANDOM RIBBON CLASS III	CU YD	14	\$100.00	\$1,400.00	14	\$1,400.00				
2611.511	GRANULAR FILTER	CU YD	1	\$26.00	\$26.00	1	\$26.00				
2621.515	GEOTEXTILE FILTER TYPE IV (MOD)	SQ YD	42	\$3.00	\$124.80	42	\$124.80				
2621.501	4" CONCRETE WALK	SQ FT	165	\$7.00	\$660.00	165	\$660.00				
2621.501	6" CONCRETE WALK	SQ FT	1001	\$7.00	\$7,007.00	1001	\$7,007.00				
2631.501	CONCRETE CURB & GUTTER DESIGN B418 (MOD)	LIN FT	71	\$15.00	\$1,055.00	71	\$1,055.00				
2631.501	CONCRETE CURB & GUTTER DESIGN B616 (MOD)	LIN FT	40	\$20.00	\$800.00	40	\$800.00				
2651.560	SERVICE CABINET	EACH	7	\$150.00	\$1,050.00	7	\$1,050.00				
2663.601	TRAFFIC CONTROL (STAGE 1)	LUMP SUM	1	\$25,000.00	\$25,000.00	1	\$22,500.00	0.10	2,500.00		
2663.601	TRAFFIC CONTROL (STAGE 2)	LUMP SUM	1	\$25,000.00	\$25,000.00	1	\$22,500.00	0.10	2,500.00		
2665.610	POLICE OFFICER	HOUR	40	\$100.00	\$4,000.00	40	\$4,000.00				
2665.611	TRAFFIC CONTROL SIGNAL SYSTEM	SYSTEM	1	\$250,000.00	\$250,000.00	0.50	\$125,000.00	0.50	125,000.00		
2665.601	EMERGENCY VEHICLE PREEMPTION SYSTEM	LUMP SUM	1	\$4,000.00	\$4,000.00	1	\$1,060.00				
2673.501	SILENTNESS, TYPE MACHINE SLICED	LIN FT	2747	\$2.00	\$54,940.00	2747	\$54,940.00				
2673.501	STORM DRAIN INLET PROTECTION	EACH	1	\$150.00	\$150.00	1	\$150.00				
2674.560	CULVERT END CONTROLS	EACH	7	\$105.00	\$735.00	7	\$735.00				
2674.560	FERTILIZER TYPE 3	POUND	202	\$1.00	\$202.00	202	\$202.00				
2675.501	SEEDING	ACRE	3	\$300.00	\$900.00	3	\$1,012.38				
2675.502	SEED MIXTURE 25-121	POUND	206	\$5.00	\$1,030.00	206	\$1,029.25				
2675.505	SOOTING TYPE 5A/T TOLENT	SQ YD	117	\$10.00	\$1,170.00	117	\$1,170.00				
2675.511	WICH MATTER TYPE III	TON	7	\$400.00	\$2,800.00	7	\$2,800.00				
2675.511	DISK ANCHORING	ACRE	3	\$657.42	\$1,972.24	3	\$657.42				
2675.523	EROSION CONTROL BLANKET'S CATEGORY 0	SQ YD	16333	\$2.00	\$32,666.00	16333	\$32,666.00				
2675.571	RAFT STABILIZATION METHOD 3	MGAL	20	\$450.00	\$9,000.00	20	\$9,000.00				
	EARTHWORK STRIPPING	LUMP SUM	1	\$175,000.00	\$175,000.00	1	\$175,000.00				
2675.501	BASE BID TOTAL:			\$75,000.00	\$75,000.00	1	\$1,060.00				
	8% CONSTRUCTION ENGINEERING			\$119,897.30	\$119,897.30		\$108,297.80				
	TOTAL:			\$1,618,620.27	\$1,618,620.27		\$1,462,020.27				
											\$156,600.00

## EXHIBIT "C"

### COST-SHARING AGREEMENT FOR PROJECTS CONSTRUCTED IN ANOKA COUNTY USING COUNTY STATE AID FUNDS OR LOCAL TAX LEVY DOLLARS

<u>ITEMS</u>	<u>COUNTY SHARE</u>	<u>CITY SHARE</u>
Concrete Curb & Gutter	50%	50%
Concrete Curb & Gutter for Median Construction	100%	0%
Concrete Median	100%	0 <sup>*1</sup>
Concrete Sidewalk	0%	100%
Concrete Sidewalk Replacement	100%	0%
Bikeways	0%	100%
Bikeway Replacement	100%, Unless existing trail not placed at edge of R/W	0%
Construction or Adjustment of Local Utilities	0%	100%
Grading, Base and Bituminous	100%	0%
Storm Sewer	based on state aid letter <sup>*2</sup>	based on state aid letter <sup>*2</sup>
Driveway Upgrades	100%, in-kind	100%, of up-grades
Traffic Signals, new & replacements (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, 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	* <sup>3</sup>	* <sup>3</sup>
Right-of-Way	100% <sup>*4</sup>	0%
Street Lights	0%	100%
Noise Walls	100% <sup>*5</sup>	0% <sup>*5</sup>

<sup>\*1</sup> 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.

<sup>\*2</sup> 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.

<sup>\*3</sup> 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.

<sup>\*4</sup> 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.

<sup>\*5</sup> If previously notified, the City shall be responsible for future noise wall maintenance. 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. The County shall pay 100% of Standard Noise Wall Cost. If a local agency requests decorative noise walls, then the requesting agency will pay the additional cost above the cost of standard noise wall. Furthermore, should an agency request a noise wall to be built where not required by the applicable federal or state standard, the entire cost of the wall shall be borne by the requesting agency.