

**JOINT POWERS AGREEMENT
FOR THE FRONTAGE ROAD & SIGNAL CONSTRUCTION
ALONG COUNTY STATE AID HIGHWAY 23
IN THE CITY OF LEXINGTON, MN
(SAP 002-623-017)**

THIS AGREEMENT is made and entered into this 1st day of February, 2018 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 Lexington, 9180 Lexington Avenue, Lexington, MN 55014-3531, hereinafter referred to as "City".

WITNESSETH

WHEREAS, the parties to this agreement agree it is in the best interest of the traveling public to construct a frontage road and trail along County State Aid Highway 23 (Lake Drive) from 3060' NE of Naples St to Village Parkway and,

WHEREAS, said parties mutually agree that County State Aid Highway 23 between 3060' NE of Naples St and Village Parkway is in need of access improvements; and,

WHEREAS, the County has prepared design plans for the construction of a frontage road and trail along County State Aid Highway 23 between 3060' NE of Naples St and Village Parkway 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 23 between 3060' NE of Naples St and Village Parkway 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 constructing the frontage road, drainage, trail, and traffic control systems as well as other utilities on CSAH 23 (Lake Drive) between 3060' NE of Naples St and Village Parkway; as described in the design plans. The County project number for the reconstruction is SAP 002-623-017. 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. 002-623-017 between 3060' NE of Naples St and Village Parkway is in the best interest of the traveling public and that the Layout as shown in Exhibit "A" defines the design of the Project.

It is agreed that the Exhibit "A" Layout dated August 15, 2017 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 002-623-017.

IMPROVEMENTS:

It is agreed by the parties that a frontage road and trail along CSAH 23 will be constructed to the extent shown in "Exhibit A". Improvements include, but are not limited to: traffic signal construction at Griggs Ave, frontage road, restriping right and left turn lanes, concrete curb and gutter, storm sewer with associated ponding, and bituminous trail.

INTERSECTIONS:

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

CSAH 23 / Restwood Road (NW): Right-In Right-Out
CSAH 23 / Restwood Road (SE): Full Access
CSAH 23 / Griggs Ave: Signal
CSAH 23 / Woodland Rd: ¾ Access Intersection

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. It is agreed by the parties that all necessary right of way and easements will be in legal possession of the County prior to acceptance of bids for the project. 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 existing traffic control signal system at the CSAH 23 and Griggs Ave intersection will be reconstructed with this project. The parties agree that the cost of the reconstruction of this signal shall be standard County cost share; with 100% of the EVP reconstruction cost to the City, and 100% of the traffic signal cost to the County.

Following the reconstruction, the ongoing traffic signal maintenance at the CSAH 23/Griggs Ave 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.

DRAINAGE:

The City shall pay for a percentage of the cost of the storm sewer system, which includes 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.

CONCRETE WALK:

The parties agree that the construction of the concrete sidewalk along the south and north side of CSAH 23 west of CSAH 17 will be the responsibility of the City. This location has been agreed to by the City. If this location changes in the future, the additional costs associated with this change will be the responsibility of the City.

The parties understand that the cost for the trail includes: concrete surfacing, aggregate base, excavation (including muck excavation), borrow material (granular and topsoil), and turf establishment. The parties agree that the County will pay for the design of the sidewalk and any removal items, with the exception of any soils correction required to construct the sidewalk.

TRAFFIC CONTROL:

The parties understand and agree that portions of CSAH 23 will not be closed to thru traffic during construction and access for local traffic 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.

DRIVEWAYS:

The parties agree that all driveways affected (excluding those identified for removal) 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.

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 Rice Creek 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 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.

The estimated construction cost of the total project is \$1,481,761.95.

The total estimated construction cost to the City is \$134,102.65.

The City participation in construction engineering will be at a rate of eight percent (8%) of their designated construction share of \$134,102.65. The estimated cost to the City for construction engineering is \$10,728.21. In summary, the total City share of this project is \$144,830.86 (includes construction and construction engineering costs). Notwithstanding anything herein to the contrary, any change order to the contract with the project contractor which will result in an increase of the City's contribution by more than 10% of the city share as provided herein shall require the City's preapproval.

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 \$137,589.32. 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.

After 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 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 all the previously mentioned 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.

X. MAINTENANCE

- A. Maintenance of the completed storm sewer and detention basins (including ponds and their outlet structures and grit chambers/collectors) shall be the sole obligation of the City.
- B. Maintenance of the sidewalk 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. The City shall also be responsible for long-term maintenance, such as crack repair and replacement.
- C. 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 marking for the crossings at the signalized intersections. The City will be responsible for all crosswalk pavement markings for any trail/sidewalk crossings at all city streets.
- D. Maintenance of any 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.
- E. Maintenance of the completed traffic control signal and signal equipment at the intersection of CSAH 23 and Griggs Ave shall be the sole obligation of the County.
- F. 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.
- G. 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.
- H. Timing of the completed traffic control signal shall be determined by the County.
- I. Only the County shall have access to the controller cabinets.
- J. The traffic control signals shall be the property of the County.
- K. The City shall be responsible for maintenance of the luminaries, luminaire relamping, and

luminaire painting.

- L. 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.
- M. EVP Emitter Units 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.
- N. Malfunctions of the EVP System shall be immediately reported to the County.
- O. All timing of said EVP System shall be determined by the County.
- P. 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 Administrator of Lexington, 9180 Lexington Avenue, Lexington, MN 55014-3531, 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.

XIII. 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.

XIV. 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.

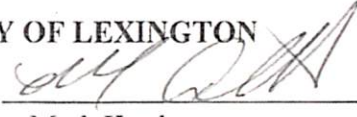
IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the dates written below.

COUNTY OF ANOKA

By: 
Jerry Soma
County Administrator

Dated: 2-9-18

CITY OF LEXINGTON

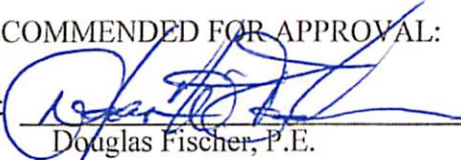
By: 
Mark Kurth
Mayor

Dated: 2/1/18

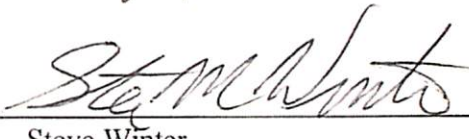
By: 
Bill Petracek
City Administrator

Dated: 2/1/2018

RECOMMENDED FOR APPROVAL:


By: 
Douglas Fischer, P.E.
County Engineer

Dated: 2/9/18

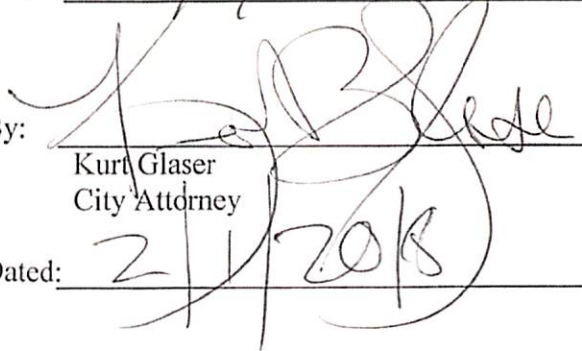
By: 
Steve Winter
City Engineer

Dated: 2/2/2018

APPROVED AS TO FORM AND EXECUTION:

By: 
Dan Klint
Assistant County Attorney

Dated: 2/12/18

By: 
Kurt Glaser
City Attorney

Dated: 2/1/2018

EXHIBIT "A"

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DATE: 8-30-2017



FIGURE
No. 2

PROPOSED GEOMETRICS
CSAH 23

EXHIBIT B

EXHIBIT D

ITEM NO.	ITEM DESCRIPTION	NOTE	UNIT	UNIT COST	TOTAL ESTIMATED QUANTITY	TOTAL ESTIMATED COST	FRONTAGE ROAD CONSTRUCTION						STORM SEWER							
							ANOKA COUNTY		CITY OF LEONINGTON		CITY OF CIRCLE PINES		ANOKA COUNTY		CITY OF LEONINGTON		CITY OF CIRCLE PINES			
							SAP 002-432-017		(100% CITY FUNDS)		(100% CITY FUNDS)		EST. QUANT.		EST. COST		EST. QUANT.		EST. COST	
							EST. QUANT.	EST. COST	EST. QUANT.	EST. COST	EST. QUANT.	EST. COST	EST. QUANT.	EST. COST	EST. QUANT.	EST. COST	EST. QUANT.	EST. COST		
2001.501	MOBILIZATION		LUMP SUM	\$60,500.00	1	\$60,500.00	0.00	\$54,450.00	0.00	\$3,630.00	0.01	\$605.00	0.01	\$605.00						
2001.501	FIELD OFFICE TYPE D		EACH	\$14,500.00	1	\$14,500.00	0.00	\$13,050.00	0.00	\$670.00	0.01	\$145.00	0.01	\$145.00						
2001.503	FIELD LABORATORY TYPE DX		EACH	\$19,000.00	1	\$19,000.00	0.00	\$17,100.00	0.00	\$1,940.00	0.01	\$190.00	0.01	\$190.00						
2101.502	CLEARING		TREE	\$200.00	14	\$2,800.00	14	\$2,800.00												
2101.507	GRUBBING		TREE	\$200.00	14	\$2,800.00	14	\$2,800.00												
2102.501	PAVEMENT MARKING REMOVAL		80 FT	\$5.50	135	\$742.50	135	\$742.50												
2102.502	PAVEMENT MARKING REMOVAL		LN FT	\$0.80	7700	\$6,160.00	7700	\$6,160.00												
2104.501	REMOVE PIPE CULVERTS		LN FT	\$14.00	676	\$9,464.00	676	\$9,464.00												
2104.501	REMOVE CONCRETE FLUME		LN FT	\$10.00	15	\$150.00	15	\$150.00												
2104.501	REMOVE CURB & GUTTER		LN FT	\$3.00	1032	\$3,096.00	1032	\$3,354.00												
2104.503	REMOVE BITUMINOUS WALK		80 FT	\$3.00	647	\$1,941.00	647	\$1,941.00												
2104.503	REMOVE CONCRETE WALK		80 FT	\$2.50	901	\$2,252.50	901	\$2,402.50												
2104.503	REMOVE CONCRETE DRIVEWAY PAVEMENT		80 FT	\$5.00	894	\$4,470.00	894	\$4,470.00												
2104.503	REMOVE BITUMINOUS DRIVEWAY PAVEMENT		80 FT	\$3.00	23570	\$7,071.00	23570	\$7,1510.00												
2104.505	REMOVE BITUMINOUS PAVEMENT		80 YD	\$3.50	4583	\$16,040.50	4583	\$17,020.50												
2104.509	REMOVE MARKER		EACH	\$120.00	4	\$480.00	4	\$480.00												
2104.509	REMOVE SIGN TYPE C		EACH	\$40.00	69	\$2,760.00	69	\$2,760.00												
2104.509	REMOVE SIGN TYPE D		EACH	\$80.00	3	\$240.00	3	\$270.00												
2104.509	REMOVE SIGN TYPE SPECIAL		EACH	\$200.00	7	\$1,400.00	7	\$1,400.00												
2104.509	REMOVE SIGNAL SYSTEM		EACH	\$3,000.00	1	\$3,000.00	1	\$3,000.00												
2104.509	REMOVE SIGN PANEL TYPE D		EACH	\$50.00	1	\$50.00	1	\$50.00												
2104.511	PAVING CONCRETE PAVEMENT (FULL DEPTH)		LN FT	\$2.00	20	\$40.00	20	\$32.00												
2104.513	PAVING BITUMINOUS PAVEMENT (FULL DEPTH)		LN FT	\$0.50	1858	\$929.00	1858	\$308.00												
2105.507	EXCAVATION - COMMON	(P)	CU YD	\$11.00	9774	\$107,514.00	9053	\$104,533.00	90	\$1,090.00	176	\$1,928.00								
2105.507	EXCAVATION - SUBGRADE		CU YD	\$14.00	6352	\$88,928.00	6342	\$89,048.00												
2105.522	SELECT GRANULAR EMBANKMENT (LV)	A	CU YD	\$18.00	6081	\$109,458.00	6081	\$99,918.00												
2105.523	COMMON EMBANKMENT (CV)	(P)	CU YD	\$3.50	1937	\$6,776.50	1653	\$5,836.50	61	\$213.50	103	\$363.50								
2110.502	AGGREGATE SURFACING (LV, CLASS 1	(P)	CU YD	\$14.00	24	\$336.00	10	\$140.00	1	\$14.00	13	\$182.00								
2211.503	AGGREGATE BASE (CV) CLASS 8	(P)	CU YD	\$30.00	2843	\$85,290.00	2421	\$72,630.00	98	\$2,880.00	128	\$3,760.00								
2301.502	DRILL & GROUT REINF BAR (EPOXY COATED)		EACH	\$19.00	66	\$1,254.00		\$495.00	30	\$540.00	30	\$570.00								
2307.502	BITUMINOUS MATERIAL FOR TACK COAT		GALLON	\$1.10	1052	\$1,207.20	1018	\$1,119.60	6	\$6.60	60	\$74.00								
2300.501	TYPE SP 6.5 WEARING COURSE MIX (2.5) DRIVEWAYS		TON	\$50.00	190	\$9,500.00	70	\$4,540.00	7	\$385.00	104	\$5,200.00								
2300.501	TYPE SP 12.5 WEARING COURSE MIX (2.5)		TON	\$90.00	2227	\$199,134.00	2222	\$191,058.00			5	\$450.00								
2401.513	FINE FILTER AGGREGATE (CV)		CU YD	\$36.00	6	\$216.00	0	\$360.00												
2401.515	COARSE AGGREGATE BEDDING (CV)		CU YD	\$57.75	222	\$12,721.50	164	\$10,650.00	38	\$2,104.50										
2501.511	18" CS PIPE CULVERT		LN FT	\$35.70	62	\$2,203.40		\$1,856.40												
2501.511	18" RC PIPE CULVERT CLASS IV		LN FT	\$147.00	72	\$10,584.00		\$10,584.00												
2501.515	18" RC PIPE APPROX		EACH	\$633.82	1	\$633.82		\$633.82												
2501.515	18" RC PIPE APPROX		EACH	\$631.00	2	\$1,262.00		\$1,262.00												
2501.521	24" SPAN CS PIPE-ARCH CULVERT		LN FT	\$54.60	164	\$8,954.40		\$8,954.40												
2501.521	24" SPAN CS PIPE-ARCH CULVERT		LN FT	\$54.60	164	\$8,954.40		\$8,954.40												
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2501.521	24" SPAN CS PIPE-ARCH CULVERT		LN FT	\$54.60	164	\$8,954.40		\$8,954.40												
2501.521	24" SPAN CS PIPE-ARCH CULVERT		LN FT	\$54.60	164	\$8,954.40		\$8,954.40												
2501.521	24" SPAN CS PIPE-ARCH CULVERT		LN FT	\$54.60	164	\$8,954.40		\$8,954.40												
2501.521	24" SPAN CS PIPE-ARCH CULVERT		LN FT	\$54.60	164	\$8,954.40		\$8,954.40												
2501.521	24																			

ITEM NO.	ITEM DESCRIPTION	NOTE	UNIT	UNIT COST	TOTAL ESTIMATED QUANTITY	TOTAL ESTIMATED COST	FRONTAGE ROAD CONSTRUCTION										STORM SEWER			
							ARONA COUNTY		CITY OF LEXINGTON		CITY OF CIRCLE PINES		ARONA COUNTY		CITY OF LEXINGTON		EST. QUANT.	EST. COST	EST. QUANT.	EST. COST
							EST. QUANT.	EST. COST	EST. QUANT.	EST. COST	EST. QUANT.	EST. COST	EST. QUANT.	EST. COST	EST. QUANT.	EST. COST				
2501.435	28" SPAN GS PRE-ARCH APRON		EACH	\$10.30	2	\$1,020.00														
2501.437	28" SPAN GS SAFETY APRON AND GRATE DESIGN 3143		EACH	\$3,160.00	2	\$6,320.00														
2501.439	18" GS SAFETY APRON		EACH	\$424.75	2	\$849.50														
2504.604	ADJUST VALVE BOX - WATER		EACH	\$475.00	2	\$950.00														
2504.641	12" RC PIPE SEWER DESIGN 3006 CLASS V		LN FT	\$43.43	126	\$5,472.18														
2504.601	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48		LN FT	\$404.74	7	\$2,833.18														
2504.616	CASTING ASSEMBLY		EACH	\$787.84	2	\$1,575.68														
2504.632	ADJUST FRAME AND RING CASTING		EACH	\$370.00	1	\$370.00														
2511.402	RANDOM REPAIR CLASS D		CU YD	\$38.19	7	\$268.35														
2511.402	RANDOM REPAIR CLASS D		CU YD	\$70.34	20	\$1,406.80														
2511.415	GEOTEXTILE FILTER TYPE I		SO YD	\$12.82	63	\$1,072.26														
2511.415	GEOTEXTILE FILTER TYPE II		SO YD	\$4.35	30	\$130.50														
2511.415	GEOTEXTILE FILTER TYPE IV		SO YD	\$3.47	71	\$246.37														
2511.491	4" CONCRETE WALK		SO FT	\$4.00	3732	\$17,797.20														
2511.491	5" CONCRETE WALK		SO FT	\$4.00	1034	\$4,136.00														
2531.491	CONCRETE CURB & GUTTER DESIGN BS16		LN FT	\$20.00	6972	\$139,440.00														
2531.494	CONCRETE DRAINAGE FLUTE		SO YD	\$67.00	184	\$12,320.00														
2531.494	5" CONCRETE VALLEY GUTTER		SO YD	\$58.00	30	\$1,740.00														
2531.494	TURNOUT DOWNS		SO FT	\$42.00	228	\$9,576.00														
2544.441	SEWER CABINET		EACH	\$9,000.00	1	\$9,000.00														
2544.409	GUIDE POST TYPE B		EACH	\$57.71	9	\$519.39														
2553.601	TRAFFIC CONTROL		LN/SP SIGN	\$25,000.00	1	\$25,000.00														
2553.602	PORTABLE CHANGEABLE MESSAGE SIGN		EACH	\$4,000.00	4	\$16,000.00														
2553.616	CONSTRUCTION SIGN - SPECIAL		SO FT	\$17.00	45	\$765.00														
2564.431	8000 PANELS TYPE SPECIAL		SO FT	\$40.00	136	\$5,440.00														
2564.431	8000 PANELS TYPE C		SO FT	\$40.00	447	\$17,880.00														
2564.431	8000 PANELS TYPE D		SO FT	\$40.00	36	\$1,440.00														
2564.432	OBJECT MARKER TYPE M4-2		EACH	\$55.00	7	\$385.00														
2564.432	OBJECT MARKER TYPE M4-4		EACH	\$45.00	1	\$45.00														
2564.431	TRAFFIC CONTROL SIGNAL SYSTEM A		SIG SYS	\$190,000.00	1	\$190,000.00														
2564.431	EMERGENCY VEHICLE PRECAUTION SYSTEM A		LN/SP SIGN	\$8,100.00	1	\$8,100.00														
2564.431	TRAFFIC CONTROL INTERCONNECT		LN/SP SIGN	\$17,500.00	1	\$17,500.00														
2564.431	RENAME SIGNAL SYSTEM B		EACH	\$34,000.00	1	\$34,000.00														
2572.402	SOFT FENCE, TYPE MS		LN FT	\$2.11	1356	\$2,861.56														
2572.430	STEEL BRUSH PILE PROTECTION		EACH	\$184.11	3	\$552.33														
2572.460	CULVERT END CONTROLS		EACH	\$204.02	5	\$1,020.10														

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*1
Concrete Sidewalk	0%	100%
Concrete Sidewalk Replacement	100%	0%
Bikeways	0%	100%
Bikeway Replacement	100%, Unless existing trail not placed at edge of RW	0%
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 & 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	*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.