

Agenda

City of Plymouth Special City Council Meeting

**Tuesday, May 9, 2006
5:30 p.m.**

Meeting Rooms A and B

1. Call to Order

2. County Road 101 Cost Sharing Agreement

3. County Road 47

4. Adjourn

MEMO

CITY OF PLYMOUTH

**3400 Plymouth Boulevard
Plymouth, MN 55447**

DATE: April 27, 2006
TO: Laurie Ahrens, City Manager
FROM:  Doran Cote, P.E., Director of Public Works
SUBJECT: CSAH 101 RECONSTRUCTION
CITY PROJECT NO. 5102

Attached please find the proposed Cooperative Construction Agreement for the above referenced project which was prepared by Hennepin County (Agreement No. PW 07-17-06). I have reviewed the agreement and while it is typical of most County agreements, it does honor the understanding the City and County reached when the City approved Layout No. 4 on October 11, 2005. The County will acquire four properties in total for the intersection realignments at no cost to the City (Articles I and III). The County also considers a significant portion of the proposed retaining walls to be for construction purposes; and therefore, the City is not responsible for those costs (see Exhibit A). The City will also be credited for the portion of the trail on the east side of the roadway, and will only share in the costs of the trail north of 26th Avenue (see Exhibit A).

The City's total estimated project cost is \$2,707,636.13 (Article XIV), and this estimate is reflective of current construction costs based on projects recently bid by the County. The City currently has \$2,650,000 programmed in the 2006-2010 Capital Improvements Program (CIP) for construction in 2007. The County has agreed to a new payment concept whereby we would reimburse the County for 50% of the construction cost after contract award and 45% upon completion of 50% of the work (Article XVI). This should assist the City with cash flow issues, and the CIP will be adjusted accordingly. The County has also agreed to apply a proportionate share of their federal funding to the City's share of the project cost thus reducing our costs by \$539,000 (see Exhibit A).

Unlike any other Cooperative Agreements I have been involved with, Hennepin County has inserted a new provision that limits any further City approvals once this agreement is approved (Article XV). The County added this provision since they are providing the agreement well in advance of final design plans as requested by the City Council. Typically, the cooperative agreement follows the approval of the design plans. Finally, the agreement spells out ongoing maintenance responsibility for various items (Article XXV).

If you have any questions regarding the agreement, please let me know.

attachment

cc: Mike Kohn

Agreement No. PW 07-17-06
County Project No. 9516
County State Aid Highway No. 101
City of Plymouth
County of Hennepin

**AGREEMENT FOR RIGHT OF WAY ACQUISITION
AND CONSTRUCTION COOPERATIVE AGREEMENT**

THIS AGREEMENT, Made and entered into this _____ day of _____, 2006, by and between the **County of Hennepin**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the "County", and the **City of Plymouth**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the County and the City have been negotiating to bring about the reconstruction of County State Aid Highway No. (CSAH) 101 from 147 feet south of 13th Avenue North to 75 feet south of 30th Place North; and

WHEREAS, the aforescribed roadway improvements are all to be accomplished under Hennepin County Project No. (C. P.) 9516 (State Aid Project No. 27-701-13), hereinafter referred to as the "Project"; and

WHEREAS, the above described Project lies within the corporate limits of the City; and

WHEREAS, the County is developing the detail plans for the Project and anticipates starting construction of same during the spring of calendar year 2008; and

WHEREAS, it is desirable and advantageous to begin the acquisition of the new right of way, permanent easements and temporary easements necessary to complete said Project; and

WHEREAS, the City and the County desire to establish the terms and conditions by which the right of way and easements required for the Project are to be acquired, and to set forth the division of costs of properties acquired for these purposes; and

WHEREAS, a cooperative agreement specifying the division of project construction costs among the parties is normally prepared upon completion of the detail plans for a project; and

WHEREAS, the County has not completed the detail plans for the Project and does not anticipate completing said plans until the fall of calendar year 2007; and

WHEREAS, the City has requested that a construction cooperative agreement be prepared at this time; and

WHEREAS, the City and County therefore desire to set forth construction costs divisions for the Project; and

WHEREAS, the County Engineer has heretofore prepared an Engineer's Estimate of quantities and unit prices for the above described Project in the sum of Twelve Million Twelve Thousand Seven Hundred Forty Nine Dollars and Seventy Cents (\$12,012,749.70). A copy of said estimate, marked Exhibit "A", is attached hereto and by this reference made a part hereof; and

WHEREAS, the City has indicated its willingness to participate in the right of way, construction, engineering and maintenance costs of the Project as detailed herein; and

WHEREAS, it is contemplated that said work be carried out by the parties hereto under the provisions of Minnesota Statutes 2006, Section 162.17, Subdivision 1 and Section 471.59.

NOW THEREFORE, IT IS HEREBY AGREED:

I

The County or its agents will be responsible for the acquisition of all right of way, permits and/or easements required for the construction of the Project.

It is hereby understood that the phrase "responsible for the acquisition of" as used in this Agreement shall be construed to mean the performance of all tasks and duties necessary and legally required to obtain the right to use the subject properties for the purposes set forth in this Agreement. Said rights may be obtained by, but are not limited to, direct purchase, dedication, donation, or eminent domain.

II

It is anticipated that the properties located at the following addresses within the City will be acquired in total by the County:

17825 24th Avenue North
2505 Queensland Lane North
17830 25th Avenue North
17735 26th Avenue North

It is anticipated that the acquisition of all other properties necessary for the Project shall be accomplished by partial takings and/or easements.

However, it is understood that if during the development of the detailed construction plans for the Project by the County it becomes apparent that it would be advantageous to modify the aforesaid right of way taking designation, i.e. partial versus total, of any of the properties required for the Project, such a change in designation can occur provided it is mutually agreed to by each Party's designated representative identified in Article XXVIII of this Agreement. An amendment to this Agreement will not be required to modify the type of acquisition.

III

It is understood and agreed that the four properties identified in the first paragraph of Article II of this Agreement will be acquired by the County at no cost to the City.

It is further understood and agreed that the City shall reimburse the County for fifty (50) percent of all costs incurred by the County for all additional right of way (partial or total takings), permits and or easements required to construct the Project.

IV

In the event total acquisition of properties result in the creation of remnant parcels of vacant land which are not required for the Project, the manner of disposition of any such remnant parcels shall be in accordance with one of the following methods.

All remnant parcels which meet or exceed the minimum size and dimension requirements for a buildable lot within the existing applicable municipal zoning designation shall be first offered for sale at the most favorable price obtainable.

The Parties hereto recognize that remnant parcels may have value as mitigation lands for adjacent properties from which right of way and/or easements for the Project will be acquired. In the event remnant parcels are or will be created that have value as mitigation lands, the County may incorporate such remnant parcels into the negotiations with adjacent property owners. It is understood that the remnant parcel will first be offered for sale as required by the immediate preceding paragraph herein. Remnant parcels shall only be used as mitigation lands if the County is unable to sell the remnant at an advantageous price within a reasonable amount of time.

For those remnant parcels which are not beneficial as mitigation lands or are not of adequate size for a permitted structure, the County will use its best efforts to sell such parcels at the most favorable price obtainable.

It is agreed that the County Engineer and the City's Director of Public Works or their designated representatives will agree to the manner by which any remnant parcel will be disposed prior to finalizing any such transactions. It is further agreed that in the event a mutual agreement

is not obtained regarding any specific parcel, the County Engineer or designated representative shall have the authority to make final decisions on any such matters.

All proceeds from the sale of any remnant parcel created from the sale of those four properties listed in Article II of this Agreement shall be retained by the County. The proceeds from the sale of any other remnant parcel created as a result of this Project shall be shared equally by the City and the County.

In the event that remnant parcels created as a result of this Project are not sold, ownership of said parcels shall be jointly resolved by the City's Director of Public Works and the County Engineer.

V

The County will be responsible to provide the necessary maintenance, security and risk management services for the term of the Project on all properties that the County acquires.

All structures that exist on properties acquired for the Project and which must be removed for the completion of the Project shall be removed under a separate contract, as part of the Project, or with the County's own forces. The County and the City shall agree on the manner of removal for each structure taking into account all possible associated costs and impacts to the schedule of the Project. The County shall have the right to remove any structure with its own forces when in the opinion of the County Engineer or designated representative that it is a more economical option or such removal will benefit the schedule of the Project. With the exception of those four properties listed in Article II of this Agreement, all costs incurred for providing maintenance, security and risk management services on any vacant property and structures, and the demolition of any structures, including but not limited to, the actual demolition costs, the costs for hazardous materials inspections and abatement costs if required, shall be shared equally between the County and the City. Prior to the submittal of invoices, the County Engineer and the City's Director of Public Work's or their designated representatives shall mutually agree to the costs incurred for the above mentioned work.

VI

The City agrees to grant easements to the County over all lands or those lands that are dedicated to the public or the City for the purposes of street and utilities and are part of the required right of way and easements for the Project. Said easements shall be granted at no cost to the County.

VII

The County, at its sole cost and expense, will conduct a Phase 1 Environmental Site Assessment (ESA), which may include but not be limited to reviewing the existing and available

historical information pertaining to land use and conditions on all properties purchased by the County under this Agreement. In the event a Phase II ESA is required on any parcel, it is hereby understood and agreed that the County will assume the responsibility to have the Phase II ESA completed. With the exception of those four properties listed in Article II of this Agreement, all costs incurred by the County for the completion of any required Phase II ESA, including but not limited to sampling, analyzing and characterizing the subsurface conditions of individual properties, the costs of Minnesota Pollution Control Agency fees for technical review and issuance of liability assurance letters, as well as any subsequent environmental clean-up that may be required shall be shared equally by the County and the City.

In the event the Phase II ESA identifies contamination within the new right of way for the Project that must be abated, the County's staff will consult with the City's staff regarding the use of consultants and contractors as may be necessary for the abatement of the roadway right of way and obtaining the approval of the Minnesota Pollution Control Agency. Any clean up required will be accomplished as part of the Project or under separate contracts administered by the County as may be warranted by the nature of the cleanup activities and/or the impacts to the schedule of the Project. The County will investigate and exhaust all available options for payment of costs incurred related to any required Phase II ESA abatement of the new right of way. This includes, but is not limited to, responsible parties and governmental agencies. With the exception of those four properties listed in Article II of this Agreement, the City hereby agrees to reimburse the County fifty (50) percent of all costs incurred by the County for the completion of the aforementioned environmental work performed on properties associated with this Project for which the County does not receive reimbursement from other sources.

VIII

The County will periodically, as properties are acquired or other costs identified herein are incurred, prepare and submit to the City invoices with itemized statements documenting the actual acquisition and other costs incurred by the County, as well as the sale price of any remnant parcels sold, since the last statement submitted. The statements shall identify and include any monies due the City due to the sale of remnant parcels.

The City hereby agrees to remit to the County the net amount due stated on the invoice, acquisition costs less monies due the City from the sale of remnant parcels, within forty five (45) days after receipt of said invoice.

IX

The County will advertise for bids for the work and construction of the Project, receive and open bids pursuant to said advertisement and will enter into a contract with the successful bidder at the unit prices specified in the bid of such bidder, according to law. The contract will include the plans and specifications prepared by the County, which said plans and specifications are

referenced and identified as S.A.P. 27-701-13, S.A.P. 155-020-017, and approved by the Minnesota Department of Transportation (Mn/DOT).

X

The County will administer the contract and inspect the construction of all the contract work contemplated herewith. However, the City Engineer shall have the right, as the work progresses, to enter upon the job site to make any inspections deemed necessary and shall cooperate with the County Engineer and staff at their request to the extent necessary, but will have no responsibility for the supervision of the work.

The City agrees that the County may make changes in the plans or in the character of said contract construction which is reasonably necessary to cause said construction to be in all things performed and completed in a satisfactory manner. It is further agreed by the City that the County may enter into any change orders or supplemental agreements with the County's contractor for the performance of any additional construction or construction occasioned by any necessary, advantageous or desirable changes in plans, within the original scope of the Project. Said changes may result in an increase or decrease to the City's cost participation estimated herein.

The City shall have the right to review any proposed changes to the plans and specifications as they relate to the City's cost participation prior to the work being performed. The City Engineer or designated representatives shall have the right to approve any change orders or supplemental agreements prepared by the County that affect the City's share of the construction cost.

The City further agrees that it will participate in the settlement of any claims from the County's contractor that involve delays attributable to unreasonable delays in approval by the City for plan or specification changes deemed necessary by the County Engineer or staff. The amount of City participation in any such claims shall be commensurate with the percentage of delay directly attributable to the City's actions.

XI

The City shall participate in the costs of the contracted construction work for the Project as set forth in the Division of Cost Summary in said Exhibit "A". The respective proportionate shares of the pro-rata pay items included in Exhibit "A" shall remain unchanged throughout the life of this Agreement. It is understood that the estimated amount on Page 1 of this Agreement and as shown in Exhibit "A" is an estimate of the costs for the contracted construction work on said Project and that the unit prices set forth in the contract with the successful bidder and the final quantities as measured by the County Engineer's designated representatives shall govern in computing the total final contract construction cost for apportioning the cost of said Project according to the provisions herein. It is further understood and agreed that the final quantities as

measured by the County Engineer's designated representatives for contract pay items in which the City are participating shall be subject to the review and approval by the City Engineer.

XII

In addition to the aforesaid City's proportionate share of the contracted construction costs for the Project, the City agrees to pay to the County ten (10) percent of the City's share of the contracted construction costs as its share of the engineering design costs for the Project, as set forth in said Division of Cost Summary in Exhibit "A". It is understood that the City will not pay engineering design costs for those construction items (water and sanitary sewer) designed by the City.

Similarly, the City also agrees to reimburse the County for the City's proportionate share of the construction engineering costs for the Project. Said City's share of construction engineering costs shall be equal to eight (8) percent of the total final amount of the City's share of contract construction costs for the Project. The amount of said City's share in the contract administration costs is estimated in Exhibit "A". It is understood that said City's proportionate share shown in Exhibit "A" is an estimate and that the actual City's proportionate share of the contract administration costs will be computed using the total final amount of the City share of the contract construction costs for the Project.

XIII

The County will supply the traffic signal cabinet, controller and control equipment, including the emergency vehicle preemption (EVP) cards, (County Supplied Equipment) for the traffic control signal systems installed as a part of said Project. The City shall reimburse the County for its share of the County supplied equipment as set forth in said Division of Cost Summary in Exhibit "A". The estimated cost to the City for said County supplied equipment is Ten Thousand Dollars and No Cents (\$10,000.00). It is further agreed that said estimate of the costs of County supplied equipment is an estimate and that the actual quantities of equipment as determined by the County Engineer shall govern in computing the total final cost to the City.

The County will invoice the City for said County supplied equipment. Payment shall be made to the County by the City for the full amount due stated on the invoice within forty five (45) days of the invoice date

XIV

The proportionate shares of the various costs associated with said Project have been identified and set forth in Articles II through XIII of this Agreement. All the aforereferenced costs are included in tabular format in Exhibit "A". As summarized in Exhibit "A", the estimated amount that the City is to pay the County as a result of this Agreement is \$2,707,636.13. It is understood and agreed that said payment amounts are estimates and that the

actual payment amounts shall be based on actual costs and contract unit prices, as specified elsewhere throughout this Agreement.

XV

At the City Council meeting on October 11, 2005, Council approved the layout for the Project. It is understood by the parties hereto that by executing this Agreement, the City's approval responsibility for the Project is completed and no further City approvals of the Project are required.

It is understood by the parties hereto that the final design of the Project has not been completed. It is further understood and agreed by the parties hereto that upon completion of the final design of the Project, all additional City Project costs not anticipated in this Agreement shall be paid by the City upon notification by the County. It is understood that said City's future cost responsibilities, if any, will be established per the County's "Policies For Cost Participation Between Hennepin County And Other Agencies For Cooperative Highway Projects" which is attached hereto, marked Exhibit "B", and by this reference made a part hereof

XVI

After an award by the County to the successful bidder on the Project, the County shall invoice the City for fifty (50) percent of the estimated City's share in the contract construction costs for the Project and for ninety five (95) percent of the estimated City's share in the engineering costs for the Project. Upon completion of fifty (50) percent of the Project, the County shall invoice the City for forty five (45) percent of said estimated City's share of the contract construction costs for the Project. Payments shall be made to the County, in the name of the Hennepin County Treasurer, by the City for the full amount due stated on the invoices within forty five (45) days of the invoice date. Said estimated City' shares shall be based on actual contract unit prices applied to the estimated quantities shown in the plans.

In the event the County Engineer or the County's staff determines the need to amend the construction contract with a supplemental agreement or change order which results in an increase in the contract amount for the Project, the City hereby agrees to remit within forty five (45) days of notification by the County of said change an amount equal to ninety five (95) percent of the estimated City's shares as documented in the supplemental agreement or change order.

The remainder of the City's share in the engineering and contract construction costs of the Project, including additional costs resulting from supplemental agreements and change orders, will be due the County upon the completion of the Project and submittal of the County Engineer's final estimate for the Project to the City.

Upon final payment to the Project contractor by the County, any amount remaining as a balance in the deposit account will be returned to the City, within 45 days, on a proportionate

basis based on the City's initial deposit amount and the City's final proportionate share of the Project costs. Likewise, any amount due the County from the City upon final payment by the County shall be paid by the City as its final payment for the construction and engineering costs of the Project within forty five (45) days of receipt of an invoice from the County.

XVII

All payments to the County must be postmarked by the date due or a late penalty of one (1) percent per month, or fraction thereof, on the unpaid balance will be charged to the City. The City shall pay the amount due as stated on the statement, notwithstanding any dispute of such amount. Should a disputed amount be resolved in favor of the City, the County shall reimburse the disputed amount plus daily interest thereon calculated from the date such disputed amount was received by the County. Daily interest shall be at the rate of one (1%) percent per month on the disputed amount.

XVIII

All records kept by the City and the County with respect to this Project shall be subject to examination by the representatives of each party hereto.

XIX

The County reserves the right not to issue any permits for a period of five (5) years after completion of the Project for any service cuts in the roadway surfacing of the County Highways included in said Project for any installation of underground utilities which would be considered as new work; service cuts shall be allowed for the maintenance and repair of any existing underground utilities.

XX

As part of the Project, "No-Parking" signs shall be installed as represented in the plans and the City, at their expense, shall provide the enforcement for the prohibition of on-street parking on those portions of CSAH 101 constructed under this Project recognizing the concurrent jurisdiction of the Sheriff of Hennepin County.

Any modification of the above parking restrictions shall not be made without first obtaining a resolution from the Hennepin County Board of Commissioners permitting said modification.

It is further agreed that the City shall, at their own expense, remove and replace City owned signs that are within the construction limits of said Project if requested by the County's Project Engineer.

XXI

The City agrees that any municipal license required to perform electrical work within the City shall be issued to the Contractor or the County at no cost to the Contractor or the County. Electrical inspection fees shall not be more than those established by the State Board of Electricity in the most recently recorded Electrical Inspection Fee Schedule.

XXII

The City shall install, cause the installation of, or perpetuate the existence of an adequate three wire, 120/240 volt, single phase, alternating current electrical power connection to the traffic control signals, flashers and integral street lights included in the Project at the sole cost and expense of the City. Further, the City shall provide the electrical energy for the operation of the said traffic control signals, flashers and integral streetlights at its sole cost and expense.

XXIII

The City shall not revise by addition or deletion, nor alter or adjust any component, part, sequence, or timing of the aforesaid traffic control signals, however, nothing herein shall prohibit prompt, prudent action by properly constituted authorities in situations where a part of such traffic control signals may be directly involved in an emergency.

XXIV

Upon completion of this Project, the County shall thereafter maintain and repair the traffic control signal systems installed as a part of said Project, all at the sole cost and expense of the County. Said maintenance shall include all EVP components. Further, the County, at its expense, shall maintain 110-volt power to the line side of the fuse in the base of the signal poles for the integral streetlights. The City, at its expense, shall maintain the fuse, the luminary and the wire to the load side of the fuse in the base of the signal poles.

The EVP Systems provided for herein shall be installed, operated, maintained or removed in accordance with the following conditions and requirements:

1. Emitter units may be installed and used only on vehicles responding to an emergency as defined in Minnesota Statutes Chapter 169.01, Subdivision 5 and 169.03. The City will provide the County Engineer or his designated representative a list of all such vehicles with emitter units.
2. Malfunctions of EVP Systems shall be reported to the County immediately.
3. In the event said EVP Systems or components are, in the opinion of the County, being misused or the conditions set forth herein are violated, and such misuse or violation

continues after receipt by the City of written notice thereof from the County, the County shall remove the EVP Systems. Upon removal of the EVP Systems pursuant to this paragraph, the field wiring, cabinet wiring, detector receivers, infrared detector heads, indicator lamps and all other components shall become the property of the County.

4. All timing of said EVP Systems shall be determined by the County.

XXV

It is understood and agreed that upon completion of the Project, all water distribution system components, sanitary sewer systems, concrete sidewalk, bituminous trails, fencing, and all municipal street construction included in the Project shall be the property of the City and all maintenance, restoration, repair, replacement or other work or services required thereafter shall be performed by the City at no expense to the County.

Notwithstanding the maintenance responsibilities of the City as specified in the previous paragraph, it is further understood and agreed that upon completion of any and all improvements proposed herein, all streetscape, landscaping and associated landscaping structures shown in the plans for the Project, shall become the responsibility of the City and all maintenance, restoration, repair, replacement or other work or services required thereafter shall be performed by the City at no expense to the County. It is further understood and agreed that said streetscape, landscaping and associated landscaping structures shall be maintained by the City in accordance with the attached "HENNEPIN COUNTY DEPARTMENT OF PUBLIC WORKS - TRANSPORTATION DIVISION; RECOMMENDED URBAN LANDSCAPE/STREETSCAPE GUIDELINES" (marked Exhibit "C") which by this reference is made a part hereof.

It is further understood and agreed that upon completion of the Project, the City, at their sole cost and expense, will perform all routine maintenance on the retaining walls and retaining wall fencing within the City constructed as a part of the Project. In the event, at any time in the future, that the retaining walls constructed as a part of the Project for highway purposes are rehabilitated and/or replaced the County agrees to participate in fifty (50) percent of the costs of rehabilitation and/or replacement for said retaining walls and integral retaining wall fencing.

Upon completion of the Project, the County shall, at its own cost and expense, retain ownership and maintenance responsibilities for those portions of the roadway storm sewer drainage system functioning as catch basins and associated lead pipes that are within or between the outermost curb lines of the County roadways as well as those within the radius return limits of intersecting municipal streets. All other components of the roadway storm sewer drainage system, constructed as a part of this Project including but not limited to all trunk lines, drainage structures, ponds, storm water treatment structures and cross road culverts, shall become the property of the City and shall be maintained by the City. In the event, at any time in the future, the storm water trunk lines constructed as a part of this Project are reconditioned and/or replaced, the costs of

reconditioning and/or replacement shall apportioned between the County and City by contributing flow.

All questions of maintenance responsibilities that may arise shall be jointly resolved by the City's Director of Public Works and the County's Operations Division Engineer.

It is hereby understood that the County requires an operational clear zone behind the face of curb for storage of snow removed from County roadways. The City, at its discretion, will remove snow that may be placed on the sidewalks and/or pedestrian/bicycle paths within the operational clear zone, as a result of the County's snow removal operations on CSAH 101 within the limits of said Project. This paragraph is not intended to confer a benefit upon any third party and the City's decision to remove snow from the sidewalk and/or paths shall be made by the City in their sole discretion pursuant to its policy on removal of snow and ice from its sidewalks and/or pedestrian/bicycle paths and trails.

XXVI

The City agrees to defend, indemnify and hold harmless the County, its officials, officers, agents, volunteers and employees, from any liabilities, claims, causes of action, judgments, damages, losses, costs or expenses, including, reasonable attorneys' fees, resulting directly or indirectly from any act or omission of the City, its contractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable thereof. The City's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.

The County agrees to defend, indemnify, and hold harmless the City, its officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of the County, its contractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable thereof. The County's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.

The County and the City each warrant that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program.

XXVII

It is further agreed that any and all employees of the City and all other persons engaged by the City in the performance of any work or services required or provided for herein to be performed by the City shall not be considered employees of the County, and that any and all claims that may or might arise under the Workers' Compensation Act or the Minnesota Economic Security Law on behalf of said employees while so engaged and any and all claims made by any

third parties as a consequence of any act or omission on the part of said employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the County.

Also, any and all employees of the County and all other persons engaged by the County in the performance of any work or services required or provided for herein to be performed by the County shall not be considered employees of the City, and that any and all claims that may or might arise under the Workers' Compensation Act or the Minnesota Economic Security Law on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the City.

XXVIII

In order to coordinate the services of the County with the activities of the City so as to accomplish the purposes of this Agreement, the Hennepin County Engineer or a designated representative shall manage this Agreement on behalf of the County and serve as liaison between the County and the City.

In order to coordinate the services of the City with the activities of the County so as to accomplish the purposes of this Agreement, the City's Director of Public Works or a designated representative shall manage this Agreement on behalf of the City and serve as liaison between the City and the County.

XXIX

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

XXX

The provisions of Minnesota Statutes 181.59 and of any applicable local ordinance relating to civil rights and discrimination and the Affirmative Action Policy statement of Hennepin County shall be considered a part of this Agreement as though fully set forth herein.

XXXI

The matters set forth in the "whereas" clauses at the beginning of this Agreement are incorporated into and made hereof by this reference.

(this space intentionally left blank)

IN TESTIMONY WHEREOF, The parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

CITY OF PLYMOUTH

(Seal)

By: _____
Mayor

Date: _____

And: _____
Manager

Date: _____

COUNTY OF HENNEPIN

ATTEST:

By: _____
Deputy/Clerk of the County Board

By: _____
Chair of its County Board

Date: _____

Date: _____

APPROVED AS TO FORM:

And: _____
Assistant/Deputy/County Administrator

By: Julie K. Bowman
Assistant County Attorney

Date: _____

Date: 4/20/06

And: _____
Assistant County Administrator, Public Service

Date: _____

APPROVED AS TO EXECUTION:

RECOMMENDED FOR APPROVAL:

By: _____
Assistant County Attorney

By: _____
Director, Transportation Department
and County Engineer

Date: _____

Date: _____

EXHIBIT A
 DIVISION OF COST SUMMARY
 HENNEPIN COUNTY PROJECT NO. 9516
 CSAH 101 FROM 240' S. OF 13th AVE. N. TO 260' S. 30th PL. N.
 STATE PROJECT NO. 27-701-13
 4/18/2006

	<u>Total Estimated Cost</u>	<u>Hennepin County</u>	<u>City of Plymouth</u>
<u>Contract Construction</u>			
County only items	4,307,104.20	4,307,104.20	
Pro-rata items			
Mobilization & Field offices	680,000.00	632,400.00	47,600.00
Traffic Control	421,225.00	391,739.25	29,485.75
Walls			
Wall 1 (Kreatz Lake)	688,079.00	688,079.00	
Wall 2 (Kreatz Lake)	888,714.00	888,714.00	
Wall 3 (Snyder Lake)	789,083.50	789,083.50	
Wall 4	529,372.00	529,372.00	
Wall 5	228,114.80	114,057.40	114,057.40
Wall 5 (along wetland 4)	342,172.20	342,172.20	
Wall 6	214,087.50	107,043.75	107,043.75
Wall 7	192,427.25	96,213.63	96,213.63
Wall 7 (along wetland 6&7)	192,427.25	192,427.25	
Wall 8	196,356.00	98,178.00	98,178.00
Wall 9	74,671.00	37,335.50	37,335.50
Concrete sidewalk			
3" Concrete walk (medians)	53,340.00	53,340.00	
4" Concrete walk (sidewalks)	40,383.00	40,383.00	
4" Concrete walk (boulevards)	100,000.00	75,000.00	25,000.00
4" Bituminous walk (boulevards)	40,000.00	40,000.00	
6" Concrete walk (pedramps)	36,745.00	36,745.00	
Trails			
West side	119,681.00		119,681.00
East side	119,681.00	90,957.56	28,723.44
Curb & gutter			
B624 (outside)	66,160.00	33,080.00	33,080.00
B624 (median)	51,260.00	51,260.00	
B424 (outside)	104,410.00	52,205.00	52,205.00
B424 (median)	18,230.00	18,230.00	
D424 (sidestreets & cul-de-sacs)	36,276.00	18,138.00	18,138.00
Concrete drive aprons	8,208.00	4,104.00	4,104.00
Signals			
101 & 14th Ave. (50/50)	119,700.00	59,850.00	59,850.00
101 & 6 (HC 100%)	138,000.00	138,000.00	
City Utilities	300,230.00		300,230.00
Storm Sewer (50/50)	881,612.00	440,806.00	440,806.00
Landscaping (Trees)	<u>35,000.00</u>	<u>35,000.00</u>	---
Subtotal (Contract Construction)	\$12,012,749.70	\$10,401,018.24	\$1,611,731.47
<u>Engineering</u>			
Design (10%) (Not including city designed utilities)	131,150.15		131,150.15
Construction (8%)	<u>128,938.52</u>		<u>128,938.52</u>
Subtotal	\$260,088.66		\$260,088.66
<u>County Supplied Traffic Signal Equipment</u>			
CSAH 101 @ 14th Ave.	20,000.00	10,000.00	10,000.00
CSAH 101 @ CSAH 6	<u>20,000.00</u>	<u>20,000.00</u>	---
Subtotal	\$40,000.00	\$30,000.00	\$10,000.00
<u>Right of Way</u>			
Permanent & Temp. Acquisitions (50/50)	2,711,632.00	1,355,816.00	1,355,816.00
Acquisitions for street realignments			
19th Ave. (east side)(2425 Merrimac)	69,110.00	69,110.00	
24th Ave. (2300,10,20,30 Co. Rd. 101)	71,272.00	71,272.00	
25th-26th Ave. (17820 25th, 17925 26th)	55,986.00	55,986.00	
Acquisitions for total parcel takes			
17825 24th,2505 Queensland, 17830 25th, 17735 26th)	<u>1,700,000.00</u>	<u>1,700,000.00</u>	---
Subtotal	\$4,608,000.00	\$3,252,184.00	\$1,355,816.00
Environmental studies			
Phase I ESA	12,000.00	12,000.00	
Phase II ES	<u>18,000.00</u>	<u>9,000.00</u>	<u>9,000.00</u>
Subtotal	\$30,000.00	\$21,000.00	\$9,000.00
PROJECT TOTAL	\$16,950,838.36	\$13,704,202.24	\$3,246,636.13
Federal Aid (1)	(4,900,000.00)	(4,361,000.00)	(539,000.00)
PROJECT TOTAL LESS FEDERAL AID	\$12,050,838.36	\$9,343,202.24	\$2,707,636.13

1) Based on proportionate share of participating contract construction totals less city utilities. (HC 89% / City 11%).

Summary of Plymouth Costs

<u>CSAH 101 Participation</u>	
Construction	358,017.19
Walls	452,828.28
Signals	59,850.00
Utilities	300,230.00
Storm Sewer	<u>440,806.00</u>
Subtotal	1,611,731.47
Engineering @ 18%	260,088.66
County Supplied Traffic Signal Equipment	10,000.00
Right of Way	1,355,816.00
Environmental studies	9,000.00
Federal Aid	<u>(539,000.00)</u>
<u>TOTAL CITY PARTICIPATION</u>	<u>\$2,707,636.13</u>

STATEMENT OF ESTIMATED QUANTITIES
HENNEPIN COUNTY PROJECT NO. 9516
CSAH 101 FROM 240' S. OF 13th AVE. N. TO 260' S. 30th PL. N.
STATE PROJECT NO. 27-701-13
4/18/2006

ITEM NO	CODE	ITEM	UNIT	QUANT EST	(P)	UNIT COST	TOTAL	HENNEPIN CO. PARTICIPATING S.P. 27-701-13		PLYMOUTH PARTICIPATING S.P. 155-020-017		PLYMOUTH NON-PARTICIP.		STORM SEWER PARTICIPATING S.P. 27-701-13		LANDSCAPING PARTICIPATING S.P. 27-701-13	
								QUANT.	COST	QUANT.	COST	QUANT.	COST	QUANT.	COST	QUANT.	COST
2021.501	00010	MOBILIZATION	LS	1		650000.00	650000.00	0.93	604500.00	0.07	45500.00						
2031.501	00040	FIELD OFFICE TYPE D	EACH	1		20,000.00	20,000.00	0.93	18600.00	0.07	1400.00						
2031.503	00040	FIELD LABORATORY TYPE D	EACH	1		10,000.00	10,000.00	0.93	9300.00	0.07	700.00						
2101.511	00010	CLEARING AND GRUBBING	LS	1		20,000.00	20,000.00	1	20000.00								
2101.603	00010	ROOT CUTTING	LF	200		2.50	500.00	200	500.00								
2102.501	00010	PAVEMENT MARKING REMOVAL	SF	50		10.00	500.00	46.50	465.00	3.5	35.00						
2102.502	00010	PAVEMENT MARKING REMOVAL	LF	2500		1.00	2,500.00	2325.00	2325.00	175	175.00						
2103.501	00011	BUILDING REMOVAL A	LS	1		20,000.00	20,000.00	1	20000.00								
2103.501	00012	BUILDING REMOVAL B	LS	1		20,000.00	20,000.00	1	20000.00								
2103.501	00013	BUILDING REMOVAL C	LS	1		20,000.00	20,000.00	1	20000.00								
2103.501	00014	BUILDING REMOVAL D	LS	1		20,000.00	20,000.00	1	20000.00								
2104.501	00010	REMOVE PIPE CULVERTS	LF	414		10.00	4,140.00	414	4140.00								
2104.501	00018	REMOVE PIPE SEWERS	LF	3040		10.00	30,400.00	3040	30400.00								
2104.501	00022	REMOVE CURB & GUTTER	LF	11243		2.50	28,107.50	11243	28107.50								
2104.501	00023	REMOVE BITUMINOUS CURB	LF	1458		2.00	2,916.00	1458	2916.00								
2104.501	00029	REMOVE RETAINING WALL	LF	500		20.00	10,000.00	500	10000.00								
2104.501	00032	REMOVE WOOD RETAINING WALL	LF	500		8.00	4,000.00	500	4000.00								
2104.501	00040	REMOVE GUARD RAIL	LF	1000		2.50	2,500.00	1000	2500.00								
2104.503	00015	REMOVE BITUMINOUS WALK	SF	25911		0.40	10,364.40	25911	10364.40								
2104.503	00021	REMOVE CONCRETE WALK	SF	28465		0.70	19,925.50	28465	19925.50								
2104.503	00024	REMOVE CONCRETE DRIVEWAY PAVEMENT	SF	3000		0.60	1,800.00	3000	1800.00								
2104.503	00121	REMOVE BITUMINOUS PAVEMENT	SF	455793		0.20	91,158.60	455793	91158.60								
2104.503	00123	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SF	38941		0.20	7,788.20	38941	7788.20								
2104.509	00031	REMOVE HYDRANT	EACH	8		1,500.00	12,000.00	8	12000.00								
2104.509	00107	REMOVE GATE VALVE	EACH	16		500.00	8,000.00	16	8000.00								
2104.509	00114	REMOVE DRAINAGE STRUCTURE	EACH	38		200.00	7,600.00	38	7600.00								
2104.509	00151	REMOVE MAST ARM FOUNDATION	EACH	8		600.00	4,800.00	8	4800.00								
2104.509	00153	REMOVE CONTROLLER FOUNDATION	EACH	2		360.00	720.00	2	720.00								
2104.509	00399	REMOVE HANDHOLE	EACH	31		120.00	3,720.00	31	3720.00								
2104.513	00010	SAWING BITUMINOUS PAVEMENT	LF	500		5.00	2,500.00	500	2500.00								
2104.513	00011	SAWING BIT PAVEMENT (FULL DEPTH)	LF	1000		5.00	5,000.00	1000	5000.00								
2104.521	00050	SALVAGE CHAIN LINK FENCE	LF	250		3.00	750.00	250	750.00								
2104.521	00055	SALVAGE WOODEN FENCE	LF	1000		3.00	3,000.00	1000	3000.00								
2104.523	00019	SALVAGE HYDRANT & VALVE	EACH	2		1,500.00	3,000.00	2	3000.00								
2104.523	00539	SALVAGE SIGN	EACH	100		17.50	1,750.00	100	1750.00								
2104.525	00015	ABANDON CATCH BASIN OR MANHOLE	EACH	1		1,000.00	1,000.00	1	1000.00								
2104.603	00034	ABANDON PIPE SEWER	LF	130		10.00	1,300.00	130	1300.00								
2105.501	00010	COMMON EXCAVATION	CY	60000		8.00	480,000.00	60000	480000.00								
2105.505	00010	MUCK EXCAVATION	CY	5000		9.00	45,000.00	5000	45000.00								
2105.507	00010	SUBGRADE EXCAVATION	CY	12000		8.00	96,000.00	12000	96000.00								
2105.522	00030	SELECT GRANULAR BORROW (CV)	CY	30689		13.00	398,957.00	30689	398957.00								
2105.543	00010	STABILIZING AGGREGATE	TON	300		12.00	3,600.00	300	3600.00								
2105.604	00034	GEOTEXTILE FABRIC TYPE IV	SY	1000		1.50	1,500.00	1000	1500.00								
2118.501	00020	AGGREGATE SURFACING CLASS 2	TON	100		25.00	2,500.00	100	2500.00								
2123.610	00045	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	200		85.00	17,000.00	200	17000.00								
2130.501	00010	WATER	MGAL	320		15.00	4,800.00	320	4800.00								
2131.502	00010	CALCIUM CHLORIDE SOLUTION	GAL	25000		1.00	25,000.00	25000	25000.00								
2211.503	00050	AGGREGATE BASE (CV) CLASS 5	CY	1616		24.00	38,784.00	737.46	17899.04	878.54	21084.96						
2211.503	00060	AGGREGATE BASE (CV) CLASS 6	CY	12528		22.00	275,616.00	12528	275616.00								
2231.501	00010	BITUMINOUS PATCHING MIXTURE	TON	200		70.00	14,000.00	200	14000.00								
2232.501	00010	MILL BITUMINOUS SURFACE	SY	500		80.00	40,000.00	500	40000.00								
2357.502	00010	BITUMINOUS MATERIAL FOR TACK COAT	GAL	7000		1.25	8,750.00	7000	8750.00								
2360.501	24600	TYPE SP 12.5 WEARING COURSE MIX (4,F)	TON	17000		56.00	952,000.00	17000	952000.00								
2360.502	34200	TYPE SP 19.0 NON WEAR COURSE MIX (4,B)	TON	26200		48.00	1,257,600.00	26200	1257600.00								
2401.513	07146	TYPE MOD P-1 RAILING CONCRETE (3Y46)	LF	4081		76.00	310,156.00	3343.75	254125.00	737.25	56031.00						
2401.601		FOUNDATION PREPARATION WALL 1	LS	1		81,000.00	81,000.00	1	81000.00								
2401.601		FOUNDATION PREPARATION WALL 2	LS	1		45,000.00	45,000.00	1	45000.00								

STATEMENT OF ESTIMATED QUANTITIES
HENNEPIN COUNTY PROJECT NO. 9516
CSAH 101 FROM 240' S. OF 13th AVE. N. TO 260' S. 30th PL. N.
STATE PROJECT NO. 27-701-13
4/18/2006

ITEM NO	CODE	ITEM	UNIT	QUANT EST	(P)	UNIT COST	TOTAL	HENNEPIN CO. PARTICIPATING S.P. 27-701-13		PLYMOUTH PARTICIPATING S.P. 155-020-017		PLYMOUTH NON-PARTICIP.		STORM SEWER PARTICIPATING S.P. 27-701-13		LANDSCAPING PARTICIPATING S.P. 27-701-13	
								QUANT.	COST	QUANT.	COST	QUANT.	COST	QUANT.	COST	QUANT.	COST
2401.601		FOUNDATION PREPARATION WALL 3		1		105,000.00	105,000.00	1	105000.00								
2401.601		FOUNDATION PREPARATION WALL 5		1		75,000.00	75,000.00	0.8	60000.00	0.2	15000.00						
2401.601		FOUNDATION PREPARATION WALL 7		1		24,000.00	24,000.00	0.75	18000.00	0.25	6000.00						
2411.501	01143	STRUCTURAL CONCRETE (1A43)	C Y	1842		400.00	736,800.00	1651.35	660540.00	190.65	76260.00						
2411.501	03243	STRUCTURAL CONCRETE (3Y43)	C Y	2846		500.00	1,423,000.00	2499.35	1249675.00	346.65	173325.00						
2411.511	00011	STRUCTURE EXCAVATION CLASS E	C Y	8922		9.00	80,298.00	7746.4	69735.50	1173.6	10562.40						
2411.521	00030	GRANULAR BACKFILL (CV)	C Y	16581		18.00	298,458.00	14972.35	269502.30	1608.65	28955.70						
2411.541	00010	REINFORCEMENT BARS	LB	167230		0.85	142,145.50	149644.5	127197.83	17585.5	14947.88						
2411.541	00011	REINFORCEMENT BARS (EPOXY COATED)	LB	250270		0.90	225,243.00	219372.5	197435.25	30897.5	27807.75						
2411.618	00240	SPECIAL SURFACE FINISH	S F			1.25											
2411.618	00250	ARCHITECTURAL SURFACE TREATMENT	S F			7.50											
2411.618	00550	ARCHITECTURAL COLOR SYSTEM	S F			3.00											
2451.607	00025	ROCK BEDDING (CV)	C Y	100		25.00	2,500.00	100	2500.00								
2452.507		C-I-P CONCRETE PILING DELIVERED	L F	16476		30.00	494,280.00	15898.15	478944.50	577.85	17335.50						
2452.508		C-I-P CONCRETE PILING DRIVEN	L F	16476		5.00	82,380.00	15898.15	79490.75	577.85	2889.25						
2452.519		C-I-P CONC TEST PILE 40 FT LONG 12"	L F	41		2,800.00	114,800.00	38.85	108780.00	2.15	6020.00						
2501.515	90150	15" RC PIPE APRON	EACH	7		500.00	3,500.00					7	3500.00				
2501.515	90180	18" RC PIPE APRON	EACH	3		550.00	1,650.00					3	1650.00				
2501.515	90210	21" RC PIPE APRON	EACH	1		600.00	600.00					1	600.00				
2501.515	90240	24" RC PIPE APRON	EACH	7		900.00	6,300.00					7	6300.00				
2501.515	90270	27" RC PIPE APRON	EACH	3		1,100.00	3,300.00					3	3300.00				
2501.515	90300	30" RC PIPE APRON	EACH	1		1,200.00	1,200.00					1	1200.00				
2501.515	90300	30" RC PIPE APRON	EACH	1		2,300.00	2,300.00					1	2300.00				
2501.515	90480	48" RC PIPE APRON	EACH	1		2,300.00	2,300.00					1	2300.00				
2501.561	90242	24" RC PIPE CULVERT DES 3006	L F	385		21.00	8,085.00					385	8085.00				
2502.501	00080	8" PRECAST CONCRETE HEADWALL	EACH	1		60.00	60.00					1	60.00				
2502.521	01040	4" TP PIPE DRAIN	L F	200		16.00	3,200.00					200	3200.00				
2502.541	07040	4" PERF PE PIPE DRAIN	L F	10000		6.00	60,000.00					10000	60000.00				
2502.602	00040	YARD DRAIN	EACH	1		1,000.00	1,000.00					1	1000.00				
2503.541	90152	15" RC PIPE SEWER DES 3006	L F	2246		38.00	85,348.00					2246	85348.00				
2503.541	90153	15" RC PIPE SEWER DES 3006 CL III	L F	4		38.00	152.00					4	152.00				
2503.541	90155	15" RC PIPE SEWER DES 3006 CL V	L F	4		38.00	152.00					4	152.00				
2503.541	90182	18" RC PIPE SEWER DES 3006	L F	2133		40.00	85,320.00					2133	85320.00				
2503.541	90183	18" RC PIPE SEWER DES 3006 CL III	L F	4		40.00	160.00					4	160.00				
2503.541	90184	18" RC PIPE SEWER DES 3006 CL IV	L F	4		40.00	160.00					4	160.00				
2503.541	90184	18" RC PIPE SEWER DES 3006 CL IV	L F	4		40.00	160.00					4	160.00				
2503.541	90212	21" RC PIPE SEWER DES 3006	L F	1543		42.00	64,806.00					1543	64806.00				
2503.541	90213	21" RC PIPE SEWER DES 3006 CL III	L F	4		42.00	168.00					4	168.00				
2503.541	90242	24" RC PIPE SEWER DES 3006	L F	2127		44.00	93,588.00					2127	93588.00				
2503.541	90243	24" RC PIPE SEWER DES 3006 CL III	L F	4		44.00	176.00					4	176.00				
2503.541	90272	27" RC PIPE SEWER DES 3006	L F	996		46.00	45,816.00					996	45816.00				
2503.541	90273	27" RC PIPE SEWER DES 3006 CL III	L F	4		46.00	184.00					4	184.00				
2503.541	90302	30" RC PIPE SEWER DES 3006	L F	765		47.00	35,955.00					765	35955.00				
2503.541	90302	30" RC PIPE SEWER DES 3006 CL III	L F	4		47.00	188.00					4	188.00				
2503.541	90303	30" RC PIPE SEWER DES 3006	L F	1521		56.00	85,176.00					1521	85176.00				
2503.541	90362	36" RC PIPE SEWER DES 3006 CL III	L F	4		56.00	224.00					4	224.00				
2503.541	90363	36" RC PIPE SEWER DES 3006 CL IV	L F	4		56.00	224.00					4	224.00				
2503.541	90364	36" RC PIPE SEWER DES 3006 CL IV	L F	101		100.00	10,100.00					101	10100.00				
2503.541	90484	48" RC PIPE SEWER DES 3006 CL IV	L F	6		300.00	1,800.00					6	1800.00				
2503.602	00042	CONNECT TO EXISTING STORM SEWER	EACH	3		300.00	900.00					3	900.00				
2503.602	00046	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	3		300.00	900.00					3	900.00				
2503.608	00011	DUCTILE IRON FITTINGS	LB			3.00											
2504.602	00005	RELOCATE WATER SERVICE CONNECTION	EACH	10		2,500.00	25,000.00					10	25000.00				
2504.602	00017	RELOCATE HYDRANT	EACH	5		2,500.00	12,500.00					5	12500.00				
2504.602	00020	HYDRANT	EACH	2		3,500.00	7,000.00					2	7000.00				
2504.602	00022	RELOCATE HYDRANT & VALVE	EACH	2		2,500.00	5,000.00					2	5000.00				
2504.602	00024	INSTALL HYDRANT & VALVE	EACH	2		2,000.00	4,000.00					2	4000.00				
2504.602	00033	ADJUST GATE VALVE	EACH	10		175.00	1,750.00					10	1750.00				
2504.602	00165	ABANDON WATER SERVICE	EACH	4		200.00	800.00					4	800.00				
2504.602	00806	6" GATE VALVE AND BOX	EACH	4		750.00	3,000.00					4	3000.00				
2504.602	03008	ADJUST CURB BOX	EACH	10		175.00	1,750.00					10	1750.00				
2504.603	00070	INSPECTION HOLE	L F	10		15.00	150.00					10	150.00				
2504.603	01062	6" WATERMAIN DUCTILE IRON CL 52	L F	1000		25.00	25,000.00					1000	25000.00				
2504.603	01162	18" WATERMAIN DUCTILE IRON CL 52	L F	3600		53.00	190,800.00					3600	190800.00				
2504.603	02001	1" PVC WATERMAIN	L F	200		11.00	2,200.00					200	2200.00				
2504.603	06000	WATERMAIN ENCASUREMENT	S Y	20		39.00	780.00					20	780.00				
2504.604	01075	3" POLYSTYRENE INSULATION	L F	100		30.00	3,000.00					100	3000.00				
2506.501	00060	CONST DRAINAGE STRUCTURE DESIGN F	L F	536		220.00	117,920.00					536	117920.00				
2506.501	00070	CONST DRAINAGE STRUCTURE DESIGN G	L F	8		200.00	1,600.00					8	1600.00				

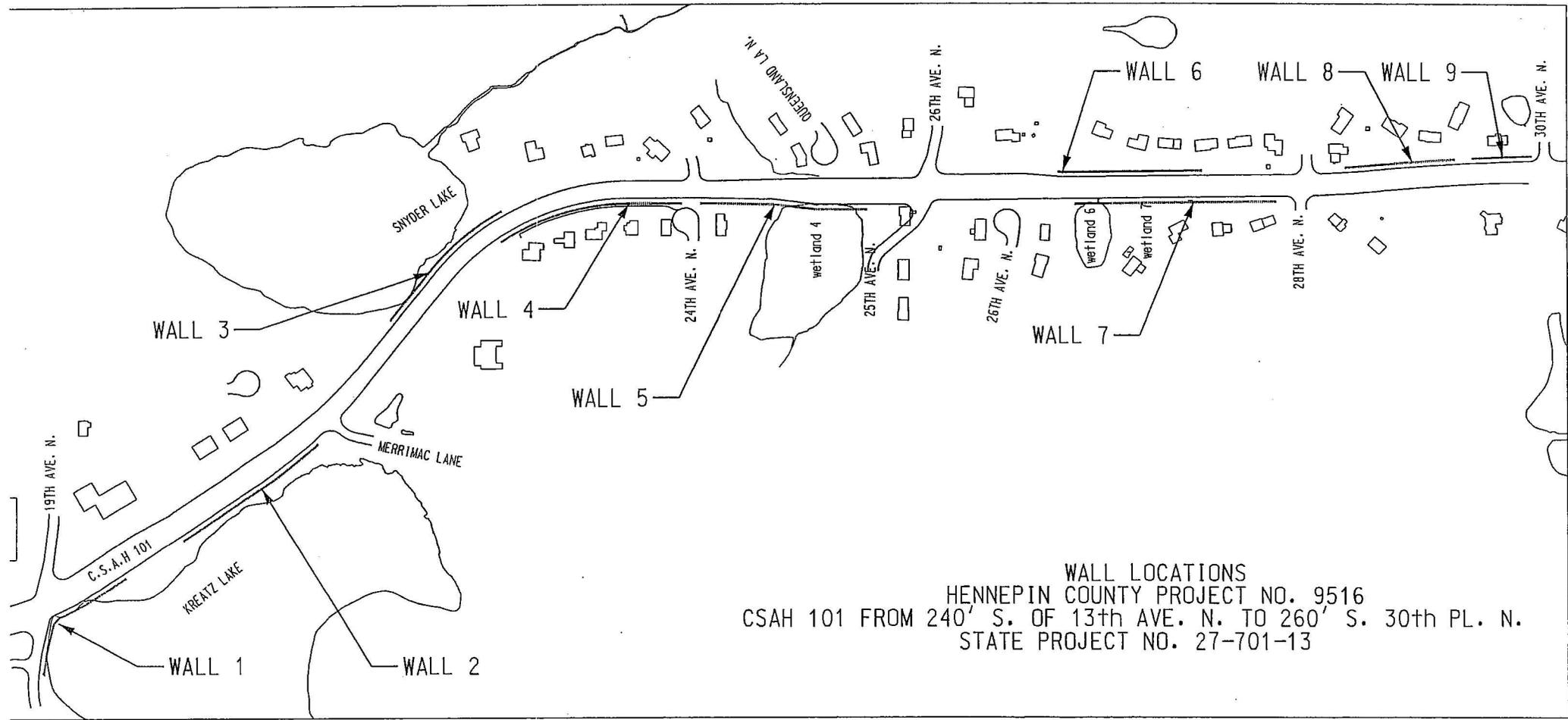
STATEMENT OF ESTIMATED QUANTITIES
HENNEPIN COUNTY PROJECT NO. 9516
CSAH 101 FROM 240' S. OF 13th AVE. N. TO 260' S. 30th PL. N.
STATE PROJECT NO. 27-701-13
4/18/2006

ITEM NO	CODE	ITEM	UNIT	QUANT EST	(P)	UNIT COST	TOTAL	HENNEPIN CO. PARTICIPATING S.P. 27-701-13		PLYMOUTH PARTICIPATING S.P. 155-020-017		PLYMOUTH NON-PARTICIP.		STORM SEWER PARTICIPATING S.P. 27-701-13		LANDSCAPING PARTICIPATING S.P. 27-701-13	
								QUANT.	COST	QUANT.	COST	QUANT.	COST	QUANT.	COST	QUANT.	COST
2506.501	00080	CONST DRAINAGE STRUCTURE DESIGN H	LF	8		200.00	1,600.00							8	1600.00		
2506.501	00190	CONST DRAINAGE STRUCTURE DESIGN SD	LF	8		200.00	1,600.00							8	1600.00		
2506.501	02720	CONST DRAINAGE STRUCTURE DES 54-4020	LF	8		250.00	2,000.00							8	2000.00		
2506.501	03020	CONST DRAINAGE STRUCTURE DES 60-4020	LF	8		300.00	2,400.00							8	2400.00		
2506.501	03320	CONST DRAINAGE STRUCTURE DES 66-4020	LF	8		350.00	2,800.00							8	2800.00		
2506.501	03620	CONST DRAINAGE STRUCTURE DES 72-4020	LF	8		400.00	3,200.00							8	3200.00		
2506.501	03920	CONST DRAINAGE STRUCTURE DES 78-4020	LF	8		500.00	4,000.00							8	4000.00		
2506.501	04220	CONST DRAINAGE STRUCTURE DES 84-4020	LF	8		600.00	4,800.00							8	4800.00		
2506.501	05420	CONST DRAINAGE STRUCTURE DES 108-4020	LF	8		800.00	6,400.00							8	6400.00		
2506.502	00301	CONST DRAINAGE STRUCTURE DESIGN SPEC 1	EACH	1		12,000.00	12,000.00							1	12000.00		
2506.502	00302	CONST DRAINAGE STRUCTURE DESIGN SPEC 2	EACH	1		12,000.00	12,000.00							1	12000.00		
2506.502	00303	CONST DRAINAGE STRUCTURE DESIGN SPEC 3	EACH	1		12,000.00	12,000.00							1	12000.00		
2506.502	00304	CONST DRAINAGE STRUCTURE DESIGN SPEC 4	EACH	1		12,000.00	12,000.00							1	12000.00		
2506.503	00010	RECONSTRUCT DRAINAGE STRUCTURE	LF	10		400.00	4,000.00							10	4000.00		
2506.516	00010	CASTING ASSEMBLY	EACH	155		400.00	62,000.00						155	62000.00			
2506.521	00010	INSTALL CASTING	EACH	5		250.00	1,250.00							5	1250.00		
2506.522	00011	ADJUST FRAME & RING CASTING	EACH	5		250.00	1,250.00							5	1250.00		
2506.603	00060	RECONSTRUCT SANITARY MANHOLES	LF	50		350.00	17,500.00					50	17500				
2511.501	00013	RANDOM RIPRAP CLASS III	CY	200		75.00	15,000.00							200	15000.00		
2521.501	00040	4" CONCRETE WALK	SF	13461		3.00	40,383.00	13461	40383.00								
2521.501	00042	4" CONCRETE WALK SPECIAL	SF	20000		5.00	100,000.00	15000	75000.00	5000	25000.00						
2521.501	00060	6" CONCRETE WALK	SF	7349		5.00	36,745.00	7349	36745.00								
2521.511	00040	4" BITUMINOUS WALK	SF	102677		2.00	205,354.00	39017.26	78034.52	63659.74	127319.48						
2521.511		4" BITUMINOUS BOULEVARD	SF	20000		2.00	40,000.00	20000	40000.00								
2531.501	02120	CONCRETE CURB & GUTTER DESIGN B424	LF	12264		10.00	122,640.00	7043.5	70435.00	5220.5	52205.00						
2531.501	02320	CONCRETE CURB & GUTTER DESIGN B624	LF	11742		10.00	117,420.00	8434	84340.00	3308	33080.00						
2531.501	04120	CONCRETE CURB & GUTTER DESIGN D424	LF	3023		12.00	36,276.00	1511.5	18138.00	1511.5	18138.00						
2531.503	00010	CONCRETE MEDIAN	S Y	2667		20.00	53,340.00	2667	53340.00								
2531.503	00013	CONCRETE MEDIAN (NOSE)	S Y	89		40.00	3,560.00	89	3560.00								
2531.507	00060	6" CONCRETE DRIVEWAY PAVEMENT	S Y	216		38.00	8,208.00	108	4104.00	108	4104.00						
2533.504	00010	CONCRETE MEDIAN BARRIER DESIGN 8337	LF	1000		12.20	12,200.00	930.00	11346.00	70	854.00						
2533.603	00040	RELOCATE CONCRETE MEDIAN BARRIER	LF	1000		4.30	4,300.00	930.00	3999.00	70	301.00						
2540.602	00152	MAIL BOX SUPPORT (MULTIPLE)	EACH	1		200.00	200.00	1	200.00								
2554.602	00005	IMPACT ATTENUATOR BARRELS	EACH	4		200.00	800.00	3.72	744.00	0.28	56.00						
2554.615	00009	IMPACT ATTENUATOR	AMBY	6		2,100.00	12,600.00	5.58	11718.00	0.42	882.00						
2554.615	00019	RELOCATE IMPACT ATTENUATOR	AMBY	6		400.00	2,400.00	5.58	2232.00	0.42	168.00						
2557.501	00021	WIRE FENCE DESIGN S-2 VINYL COATED	LF	4081		24.00	97,944.00	3343.75	80250.00	737.25	17694.00						
2563.601	00061	TRAFFIC CONTROL AREA 1	LS	1		25,000.00	25,000.00	0.93	23250.00	0.07	1750.00						
2563.601	00062	TRAFFIC CONTROL AREA 2	LS	1		100,000.00	100,000.00	0.93	93000.00	0.07	7000.00						
2563.601	00063	TRAFFIC CONTROL AREA 3	LS	1		100,000.00	100,000.00	0.93	93000.00	0.07	7000.00						
2563.602	00002	RAISED PAVEMENT MARKER TEMPORARY	EACH	100		2.00	200.00	93.00	186.00	7	14.00						
2563.602	00028	PORTABLE CONCRETE BARRIER DELINEATOR	EACH	50		4.50	225.00	46.50	209.25	3.5	15.75						
2563.613	00003	TYPE III BARRICADES	UDAY	3000		3.00	9,000.00	2790.00	8370.00	210	630.00						
2563.613	00021	FLASHER TYPE B (HIGH INTENSITY)	UDAY	6000		2.00	12,000.00	5580.00	11180.00	420	840.00						
2563.613	00504	REFLECTORIZED PLASTIC SAFETY DRUM	UDAY	3000		1.00	3,000.00	2790.00	2790.00	210	210.00						
2563.613	01100	PORTABLE CHANGEABLE MESSAGE SIGN	UDAY	200		260.00	52,000.00	186.00	48360.00	14	3540.00						
2563.613	01441	4' X 4' SIGN WITH SUPPORTS	UDAY	1000		2.25	2,250.00	930.00	2092.50	70	157.50						
2563.618	00011	CONSTRUCTION SIGN-SPECIAL	SF	500		17.50	8,750.00	465.00	8137.50	35	612.50						
2564.531	00130	SIGN PANELS TYPE C	SF	1000		23.00	23,000.00	1000	23000.00								
2564.536	00010	INSTALL SIGN PANEL	EACH	10		24.00	240.00	10	240.00								
2564.550	01921	DELINEATOR TYPE 1XB (X4-2)	EACH	10		54.00	540.00	10	540.00								
2564.602	05101	PAVEMENT MESSAGE (LT ARROW) POLY PREFORM	EACH	50		315.00	15,750.00	50	15750.00								
2564.602	05102	PAVEMENT MESSAGE (RT ARROW) POLY PREFORM	EACH	20		295.00	5,900.00	20	5900.00								
2564.602	05103	PAVT MESSAGE (THRU ARROW) POLY PREF	EACH	2		250.00	500.00	2	500.00								
2564.603	31100	4" SOLID LINE WHITE-EPOXY	LF	8000		0.60	4,800.00	8000	4800.00								
2564.603	32100	4" BROKEN LINE WHITE-EPOXY	LF	16000		0.60	9,600.00	16000	9600.00								
2564.603	33102	4" DOUBLE SOLID LINE YELLOW-EPOXY	LF	5000		1.50	7,500.00	5000	7500.00								
2564.603	33600	24" SOLID LINE YELLOW-EPOXY	LF	1000		7.20	7,200.00	1000	7200.00								
2564.616	00052	ZEBRA CROSSWALK-WHITE POLY PREFORM	SF	1200		8.00	9,600.00	1200	9600.00								
2565.511	00011	FULL T ACT T CONTROL SIGNAL SYSTEM A	SIGS	1		119,700.00	119,700.00	0.5	59850.00	0.5	59850.00						
2565.511	00012	FULL T ACT T CONTROL SIGNAL SYSTEM B	SIGS	1		138,000.00	138,000.00	1	138000.00								
2565.616	00300	TEMPORARY SIGNAL SYSTEM	SYS	1		71,500.00	71,500.00	0.93	66495.00	0.07	5005.00						
2571.602	06050	ORNAMENTAL TREE 5' HT B&B	EACH	100		350.00	35,000.00									100.00	35,000.00

STATEMENT OF ESTIMATED QUANTITIES
 HENNEPIN COUNTY PROJECT NO. 9516
 CSAH 101 FROM 240' S. OF 13th AVE. N. TO 260' S. 30th PL. N.
 STATE PROJECT NO. 27-701-13
 4/18/2006

ite	ITEM NO	CODE	ITEM	UNIT	QUANT EST	(P)	UNIT COST	TOTAL	HENNEPIN CO. PARTICIPATING S.P. 27-701-13		PLYMOUTH PARTICIPATING S.P. 155-020-017		PLYMOUTH NON-PARTICIP.		STORM SEWER PARTICIPATING S.P. 27-701-13		LANDSCAPING PARTICIPATING S.P. 27-701-13	
									QUANT.	COST	QUANT.	COST	QUANT.	COST	QUANT.	COST	QUANT.	COST
	2572.501	00010	TEMPORARY FENCE	L F	100		3.00	300.00	100	300.00								
	2573.502	00010	SILT FENCE, TYPE HEAVY DUTY	L F	200		2.25	450.00	200	450.00								
	2573.502	00040	SILT FENCE, TYPE MACHINE SLICED	L F	6000		1.80	10,800.00	6000	10800.00								
	2573.504	00010	SANDBAG BARRIER	S F	700		10.00	7,000.00	700	7000.00								
	2573.505	00010	FLOTATION SILT CURTAIN TYPE STILL WATER	L F	1000		8.50	8,500.00	1000	8500.00								
	2573.507	00010	TEMPORARY PIPE DOWNDRAIN	L F	100		20.00	2,000.00	100	2000.00								
	2573.512	00013	TEMPORARY DITCH CHECK TYPE 3	L F	100		4.25	425.00	100	425.00								
	2573.520	00010	SEDIMENT REMOVAL, BACKHOE	HOUR	100		100.00	10,000.00	100	10000.00								
	2573.530	00011	INLET PROTECTION TYPE A	EACH	2		100.00	200.00	2	200.00								
	2573.530	00013	INLET PROTECTION TYPE C	EACH	200		50.00	10,000.00	200	10000.00								
	2573.601	00020	EROSION CONTROL SUPERVISOR	L S	1		10,000.00	10,000.00	1	10000.00								
	2573.602	00015	ROCK DITCH CHECK	EACH	1		500.00	500.00	1	500.00								
	2573.603	00050	BIOROLL	L F	5000		2.75	13,750.00	5000	13750.00								
	2573.605	00110	RAPID STABIL METHOD 1(USE TYPE 3 MULCH)	ACRE	8		550.00	4,400.00	8	4400.00								
	2573.607	00013	RAPID STABILIZATION METHOD 3	MGAL	12		350.00	4,200.00	12	4200.00								
	2575.501	00010	SEEDING	ACRE	8		200.00	1,600.00	8	1600.00								
	2575.505	00050	SODDING TYPE SALT RESISTANT	S Y	45000		2.50	112,500.00	45000	112500.00								
	2575.513	00030	MULCH MATERIAL TYPE 3	C Y	20		200.00	4,000.00	20	4000.00								
	2575.519	00010	DISK ANCHORING	ACRE	8		45.00	360.00	8	360.00								
	2575.523	00010	EROSION CONTROL BLANKETS CATAGORY 1	S Y	3000		1.05	3,150.00	3000	3150.00								
	2575.523	00010	EROSION CONTROL BLANKETS CATAGORY 3	S Y	10000		1.05	10,500.00	10000	10500.00								
	2575.532	09014	FERTILIZER 18- 1- 18	LB	1200		0.45	540.00	1200	540.00								
	2575.602	00115	15" TEMPORARY STANDPIPE	EACH	6		500.00	3,000.00	6	3000.00								
	2575.602	00118	18" TEMPORARY STANDPIPE	EACH	1		500.00	500.00	1	500.00								
	2575.602	00124	24" TEMPORARY STANDPIPE	EACH	1		500.00	500.00	1	500.00								
	2575.608	00030	SEED MIXTURE 150	LB	200		2.00	400.00	200	400.00								
	2575.608	00038	SEED MIXTURE 310	LB	100		6.00	600.00	100	600.00								
	2575.608	00042	SEED MIXTURE 350	LB	100		2.00	200.00	100	200.00								
	2581.501	00010	REMOVABLE PREFORMED PLASTIC MARKING	L F	1000		2.00	2,000.00	930	1860.00	70	140.00						

PLYMOUTH SUBTOTAL								\$1,611,731.47				\$870,695.47		\$300,230.00		\$440,806.00		
HENNEPIN COUNTY SUBTOTAL								\$10,401,018.24		\$8,925,212.24						\$440,806.00		\$35,000.00
PROJECT TOTAL								\$12,012,749.70										



WALL LOCATIONS
 HENNEPIN COUNTY PROJECT NO. 9516
 CSAH 101 FROM 240' S. OF 13th AVE. N. TO 260' S. 30th PL. N.
 STATE PROJECT NO. 27-701-13

W

**HENNEPIN COUNTY
PUBLIC WORKS SECTOR
TRANSPORTATION DEPARTMENT**

**POLICIES FOR COST PARTICIPATION
BETWEEN HENNEPIN COUNTY AND OTHER AGENCIES
FOR COOPERATIVE HIGHWAY PROJECTS**

NOVEMBER 30, 1999

INTRODUCTION

The attached policies for cost participation will be used by Hennepin County to determine appropriate funding levels for cooperative highway projects with the Minnesota Department of Transportation, municipalities and other agencies.

Cost participation policies were originally established by Hennepin County in 1978. These policies were revised in 1993 to limit County project participation, as much as possible, to those items that are eligible for State Aid funding; to incorporate changes in the area of traffic signal participation; and to address the use of Tax Increment Financing on County projects by municipalities.

Another change has now been made in the cost participation policies to incorporate the objectives of the Roadside Enhancement Partnership Program approved by the County Board on November 30, 1999.

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HENNEPIN COUNTY

PUBLIC WORKS SECTOR

TRANSPORTATION DEPARTMENT

**POLICIES FOR COST PARTICIPATION
BETWEEN HENNEPIN COUNTY AND OTHER AGENCIES
FOR COOPERATIVE HIGHWAY PROJECTS**

I. PURPOSE

To establish policies for determining appropriate division of cost participation to be used by Hennepin County in funding cooperative roadway, traffic signal and bridge construction projects with the Minnesota Department of Transportation, municipalities and other agencies.

II. SCOPE

The establishment of cost policy is consistent with Minnesota Statutes, Sections 162.17, 373.01, 471.59 and Amendments.

III. GENERAL POLICIES

- A. The basic premise is that the County pays for costs peculiar to County needs and municipalities pay for costs peculiar to municipal or local needs.
- B. The County may limit its participation to items eligible for reimbursement with County State Aid Highway (CSAH) funds, notwithstanding the specific policies contained in this document. However, the County will not request CSAH funds for project costs assigned to the municipality as a result of the approved cooperative construction agreement, in order not to preclude the municipality from using its Municipal State Aid funds for those project costs.
- C. A greater degree of County participation is afforded municipalities having a population of less than 5,000 because of the function of the County roadways in these areas. It is generally true that these roadways are of greater benefit to County-wide users and of less benefit to local users than is the case for roadways in more urbanized areas. In addition, this would be a form of compensation for the absence of direct State Aid allocations to these municipalities; notwithstanding the present County program of Aid to Municipalities under 5,000 population.
- D. It is recognized that there may be occasional differences between these policies and written participation policies of the Minnesota Department of Transportation. In those cases, participation will be negotiated by the County Engineer.

III. GENERAL POLICIES - continued

- E. When federal aid highway funds are utilized on a County highway project, these cost participation policies will be applied to the non-federal share of any specific item of work. In the event federal or state grant funds are made available to a project on a lump sum basis, the County will determine the items for which those funds will be utilized.

IV. DEFINITIONS

Accident Severity Factor: One element of the County's Traffic Signal Ranking System. This factor is used to measure the relative severity of accidents by differentiating between property damage and personal injury accidents in terms of cost.

Bikeway: A bicycle route, bicycle path, or bicycle lane.

1. Bicycle Route. A roadway or shoulder signed to encourage bicycle use.
2. Bicycle Path. A bicycle facility designed for exclusive or preferential use by persons using bicycles and constructed or developed separately from the roadway or shoulder.
3. Bicycle Lane. A portion of a roadway or shoulder designed for exclusive or preferential use by persons using bicycles. Bicycle lanes are to be distinguished from the portion of the roadway or shoulder used for motor vehicle traffic by physical barrier, striping, marking, or other similar device.

Contributing Flow: A storm sewer procedure that considers that each agency participates in proportion to its share of the design discharge for each section of sewer between inflow points. This method is used by the Minnesota Office of State Aid on all projects except where federal participation is anticipated.

County: Hennepin County.

County Engineer: The County Engineer of Hennepin County or his designated representative.

Municipality: Any municipality or township within Hennepin County.

Over 5,000: A municipality of 5,000 population or more.

Peak Discharge: A storm sewer method that considers that each agency's share is the ratio of its peak discharge through each section of sewer between inflow points to the summation of peak discharge for all agencies participating in the section of sewer between inflow points.

IV. DEFINITIONS - continued

Permanent Traffic Signal: A traffic control signal system normally consisting of metal signal poles with mast arms and underground electrical systems with conduit, cable and handhole installations.

Priority Factor: A number which reflects the sum of the traffic volume factor, the accident susceptibility factor, and the accident severity factor in the County's Traffic Signal Ranking System.

Storm Sewer: A drainage system usually consisting of one or more pipes connecting two or more drop inlets. The purpose is to convey surface runoff water from the inlets to an acceptable outlet.

Street Lighting: All components normally installed by a municipality for the purpose of street illumination.

Standard Specifications: Minnesota Department of Transportation Standard Specifications for Highway Construction, latest edition and/or supplement thereto.

State Aid Manual: Manual published by the Minnesota Department of Transportation outlining State Aid policies and procedures.

State Highway: A highway under jurisdiction of the State of Minnesota.

Temporary Traffic Signal: A traffic control signal system normally consisting of wood poles with signal indications suspended on span wires and overhead electrical systems.

Trunk Line: Main conveyor of storm sewer system.

Under 5,000: A municipality or township under 5,000 population.

Utilities: Water, heating, electric, storm sewer, gas, sanitary, telephone, cable TV, telegraph, street lighting, fiber optics, etc.

V. ROADWAYS

The County's participation in roadway projects will be as follows:

A. RIGHT OF WAY

Under 5,000	100%
Over 5,000	50%

The County will not participate in right of way for parking lanes requested by a municipality.

The County's percentage of participation in retaining walls constructed in lieu of right of way will be the same as for right of way.

V. ROADWAYS

A. RIGHT OF WAY - continued

Right of way required for wetland mitigation and for surface water retention basins will be at the same participation ratio as the remainder of the project even if the locations of these facilities are not contiguous to the project.

B. GRADING
Under/Over 5,000 100%

C. SURFACING
Under/Over 5,000 100%
The County will not participate in surfacing of parking lanes requested by a municipality.

D. STORM SEWER
The County's participation is based on the State Aid formula as defined in State Aid Manual No. 5-892.600-605 which uses the ratio of contributing flows except on federally funded projects where the peak discharge formula is used to arrive at the percentage of allowable State Aid funds. The construction of retention basins for surface water and storm sewer runoff will be considered part of the trunk storm sewer system and will be at the same participation ratio as the trunk storm sewer lines.

1. Trunk lines
Under 5,000 100% of County's Contributing Flow
Over 5,000 50% of County's Contributing Flow

2. Catch basins and leads within the County highways and at the curb returns of side roadway entrances that drain onto the County highways.
Under 5,000 100%
Over 5,000 50%

E. CONCRETE SIDEWALK CONCURRENT WITH COUNTY CONSTRUCTION PROJECT
New - Under/Over 5,000 0%
Replacement - Under/Over 5,000 State Aid Eligibility or 100% Whichever is Less

F. CONCRETE CURB AND GUTTER (NEW OR RECONSTRUCTED) CONCURRENT WITH COUNTY CONSTRUCTION PROJECT
Under 5,000 75%
Over 5,000 50%

G. CONCRETE CURB AND GUTTER AND SIDEWALK FOR MEDIANS (NEW OR RECONSTRUCTED) CONCURRENT WITH COUNTY CONSTRUCTION PROJECT 100%

V. ROADWAYS - continued

H. CONCRETE DRIVEWAY ENTRANCES (NEW OR RECONSTRUCTED) CONCURRENT WITH COUNTY CONSTRUCTION PROJECT	
Under 5,000	75%
Over 5,000	50%

I. MUNICIPAL UTILITY RELOCATION OR RECONSTRUCTION

1. Initial installation performed without a permit or not in compliance with a County permit. Under/Over 5,000	0%
2. Relocation, reconstruction, improvement, or replacement of unserviceable existing facilities (County Engineer shall determine if existing facility is serviceable or unserviceable). Under/Over 5,000	0%
3. Relocation necessitated because of addition of parking lane requested by the municipality. Under/Over 5,000	0%
4. In-kind relocation required solely because of County construction procedures. Under/Over 5,000	100%
5. Adjustment of existing utility structures to accommodate elevation changes at the street surface. This includes items such as adjusting manhole castings and valve boxes. Lateral extension of utility appurtenances such as hydrants, water service valves, etc. required by the road construction are not included in this category unless they are required solely due to the addition of a parking lane requested by a municipality. Under/Over 5,000	0%

J. PRIVATE UTILITY RELOCATION OR RECONSTRUCTION

1. Initial installation was within County right of way. Under/Over 5,000	0%
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VI. TRAFFIC SIGNAL SYSTEMS

Rationale: As traffic volumes increase, the County is being faced with an expanding number of intersections where traffic signals are warranted in accordance with the Manual on Uniform Traffic Control Devices. Installation of marginally warranted traffic signals reduces the efficiency of moving traffic on the County highway system and consumes construction and maintenance funds more appropriately used on higher priority needs. The County must, therefore, be more selective in terms of which traffic signals are

VI. TRAFFIC SIGNAL SYSTEMS - continued

installed and the extent of County participation. The County has developed a Traffic Signal Ranking System which reflects traffic volumes and accident susceptibility and severity. This system will be utilized to determine priorities for new traffic signals (both temporary and permanent). As a general policy, the County will not normally install, or allow to be installed, traffic signals at intersections with a priority factor of less than 30. In addition, some elements of County participation may vary depending upon the factors in the Traffic Signal Ranking System.

Municipalities under 5,000 normally will not be required to participate in costs for traffic signal systems.

The County's participation in traffic signal projects with the Minnesota Department of Transportation, municipalities over 5,000 and other agencies will be as follows:

A. Permanent Traffic Signal System Installations

The County will not normally install, or allow to be installed, traffic signals at intersections with a priority factor of less than 30.

At locations where traffic signals are warranted and have a priority factor of 30 or more in the County's Traffic Signal Ranking System, the construction costs shall be pro-rated as follows. The construction costs include all of the control equipment and standards, signal heads and related items, but does not include the costs of interconnect cable, conduit, and handholes necessary to coordinate traffic signals between intersections. These interconnect costs will be 100% County cost.

1. No Trunk Highways involved if:

Two legs of the intersection or less are County roadways.	State Aid Eligibility or 25% Whichever is Less
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Three legs or more of the intersection are County roadways	State Aid Eligibility or 50% Whichever is Less
--	--

2. Trunk Highways involved if:

One leg is a County roadway	State Aid Eligibility or 12 1/2% Whichever is Less
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Two legs are County roadways	State Aid Eligibility or 25% Whichever is Less
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VI. TRAFFIC SIGNAL SYSTEMS - continued

B. Reconstruction of Existing Traffic Signal Systems

Where existing traffic signals are upgraded by installation of a new system, the County's share shall be twice that shown in Paragraph A of Section No. VI.

C. Temporary Traffic Signal Installations

The County prefers that permanent traffic signals be installed initially wherever feasible. In the event that permanent traffic signals are not feasible, the following cost participation policies apply for temporary traffic signal installations:

The municipality will pay the full cost of a temporary traffic signal and will not receive any credit for those costs when a permanent traffic signal is installed if, at the time the temporary traffic signal is installed, the accident severity factor is less than 10 or if the priority factor is less than 40. For those temporary traffic signal projects with an accident severity factor of 10 - 19 or a priority factor of 40 - 49, the municipality will receive credit for 50% of the cost of the temporary traffic signal when the permanent traffic signal is installed. For those temporary traffic signal projects with an accident severity factor of 20 or more or a priority factor of 50 or more, the municipality will receive credit for 75% of the cost of the temporary traffic signal when the permanent traffic signal is installed.

The costs for temporary traffic signals installed only for traffic control during construction of a County project shall be paid 100% by the County.

- D. Electrical power shall be furnished by the municipality. Source of power, including transformer, shall be provided by the municipality.
- E. Maintenance for all traffic signals on County roadways shall be furnished by the County when the County is the road authority.
- F. The entire cost of necessary equipment, installation and maintenance of any traffic signal emergency preemption equipment will be borne by the municipality.
- G. Costs for County furnished equipment such as, but not limited to, controller cabinets, mast arms, poles, etc. will be apportioned the same as the traffic signal installation/reconstruction costs.
- H. When street lighting is integral to the traffic signal pole, the cost will be included with installation.

XII. LUMP SUM, PRO-RATA ITEMS

Proposal forms carry lump sum bidding requirements for the items of Mobilization (2021), Maintenance and Restoration of Haul Roads (2051) and Traffic Control (0563). Field Office and Field Laboratory (2031) are not, strictly speaking, lump sum pay items. However, their general characteristics are such as to require that they be handled the same as Mobilization. A municipality shall be charged a pro-rata share of the above items. Proration shall be based on a percentage factor applied to the cost amounts chargeable to the County and the municipality for other construction items. Mobilization, Maintenance and Restoration of Haul Roads, Field Office and Field Laboratory, and Traffic Control are construction items and shall be subject to the negotiated percentage charge for engineering.

XIII. INVOICE AMOUNT COMPUTATION

After bids have been received and a contract awarded, and also upon completion of construction, the unit prices shall be substituted for the estimated unit prices/quantities and the percentage ratio established originally shall be recomputed.

XIV. UTILIZATION OF TAX INCREMENT FINANCING

Rationale: This policy has been included to address the use of Tax Increment Financing on County projects by municipalities. Tax Increment Financing limits expansion of the tax base for new development and, thereby, limits the availability of additional County Property Tax funding which might be used on the County highway system.

The County's participation in a project where Tax Increment Financing is utilized by a municipality will be as follows:

At the time a municipality is requested to approve the preliminary plans for a project, the municipality must identify, by resolution, whether it intends to use Tax Increment Financing for any portion of the project cost. If the municipality elects to use Tax Increment Financing from any Economic Development District for any portion of the project cost, municipal participation will be 50% of the total engineering and construction cost and 100% of the right of way cost for any portion of the project within that municipality.

XV. ROADSIDE ENHANCEMENT PARTNERSHIP PROGRAM

The Roadside Enhancement Partnership Program has been incorporated into these policies and governs only those projects which are along County road corridors within municipalities located entirely within the Metropolitan Urban Services Area and have been funded from the "Highway Enhancement" element of the 1999 Capital Budget which was established by the County Board of Commissioners on December 8, 1998 (Resolution No. 98-12-701R1).

XV. ROADSIDE ENHANCEMENT PARTNERSHIP PROGRAM - continued

Rationale: County road corridors in municipalities located wholly within the Metropolitan Urban Services Area (MUSA) were developed during an era when community interest and focus was on the accommodation of the automobile. As a result, those corridors tended to lack aesthetic roadside features and produced somewhat stark conditions with little visual appeal or consideration for mixed use, i.e. intermodal. The goal of the Roadside Enhancement Partnership Program is to enhance the roadside environment of such County road corridors and bolster community support, in terms of both acceptance and financial assistance, for projects intended for such enhancement. In addition, the program is intended to increase traveler awareness that such corridors are under the jurisdiction of the County, but are also intended to support the economic viability and sustainability of the communities and neighborhoods through which they traverse.

Program Objectives:

The Roadside Enhancement Partnership Program objectives are to:

- remove unsightly roadside features
- establish the roadway as a good neighbor
- make a positive impression on roadway users
- increase motorist awareness that the road is a County road
- improve safety for all types of travelers
- promote multi-modal use of the corridor

Program Prioritization for County Funding:

Enhancements Which Improve Corridor User Safety – It is important to improve corridor user safety for motorists, bicyclists, pedestrians and transit patrons as an element of a streetscape enhancement. When municipalities and community organizations develop corridor enhancement programs, the financial incentive offered by the partnership program will focus first on improvements which promote safety. Examples of safety improvements which may also be defined as enhancements to the streetscape include:

- undergrounding of utilities when poles lie within vehicle recovery zones
- construction of off-road bicycle paths which will remove bicyclists from the roadway
- construction of sidewalk where safety of pedestrian traffic, existing or projected, necessitates such action
- installation of transit stops to define locations for patrons and provide shelter from the elements
- installation of street lights

Enhancements Which Promote Multi-Modalism – In order to improve modal options available to citizens, the partnership program will provide financial incentive for improvements which offer an alternative to single occupancy vehicles as streetscape enhancements are developed. Examples of multi-modal improvements include:

- installation of transit shelters and benches
- construction of bikeways
- installation of bicycle racks

XV. ROADSIDE ENHANCEMENT PARTNERSHIP PROGRAM

Program Prioritization for County Funding - continued

Roadway Beautification – Although projects which promote corridor user safety and multi-modalism are of higher priority within the context of corridor enhancement, improvement of a corridor’s visual aesthetic remains a strong priority of the partnership program. The partnership program is intended to restore an aesthetic appeal to the roadside and restore the County road corridor as a “good neighbor” within the community. Examples of roadway beautification elements include:

- planting materials and appurtenances which support their viability
- installation of vertical elements (bollards, banner poles, etc.)
- installation of streetscape materials to establish a theme consistent with area architecture

Screening/Separation of Adjacent Properties – Occasionally, it is necessary to screen abutting properties from a roadway corridor as a means of enhancing the visual aesthetics of the area. Separation of properties from the corridor may also serve to improve corridor user safety (fences separating parking lots from pedestrian ways).

Increase Awareness of County Road Jurisdiction – In order to improve public awareness of the existence of a road as a County road, the partnership program will provide a financial incentive for improvements which recognize the County’s presence. Examples of elements which increase public awareness include:

- monuments at municipal entries which recognize the County
- roadway/roadside signage which identifies the road as a County route

Maintenance of Improvements

The partnership program anticipates that municipalities will be responsible for the maintenance of enhancements financed by the County.

Partnership Program Funding Levels

Street Light Installation 50%
The partnership program will participate with municipalities to provide adequate, uniform street lighting for the safety of motorists, bicyclists and pedestrians.

Pedestrians Level Light Installation 0%
The partnership program will not participate in the cost of pedestrian level lighting, because street level lighting can be designed/installed to serve both the street and pedestrian way.

Undergrounding of Overhead Utilities 50% or 33%
The partnership program will participate with municipalities based upon conditions that exist along the corridor. If the undergrounding is for safety purposes, the partnership program will contribute at a 50% level. If the undergrounding is to enhance the visual aesthetics of the corridor, the partnership program will contribute at a 33% level.

Note: The maximum partnership program contribution will be \$300,000 per centerline mile under the 50% level and \$200,000 per centerline mile under the 33% level.

XV. ROADSIDE ENHANCEMENT PARTNERSHIP PROGRAM

Partnership Program Funding Levels - continued

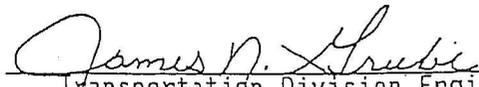
Security Improvements 50%
The partnership program will participate equally with municipalities to provide security for corridor users. Examples of security improvements include fencing which separates parking lots from adjacent public bicycle and pedestrian ways and lighting at transit stops.

Transit Stops, Including Benches/Shelters 50%
The partnership program will participate at an equal level to promote the use of transit by the public.

Roadway Beautification 33%
The maximum partnership program contribution will be \$200,000 per centerline mile.

Note: Since surface treatments (color, scoring patterns, etc.) have limited visual impact on the motorist, the partnership program will not contribute toward the cost of the improvements.

HENNEPIN COUNTY
DEPARTMENT OF PUBLIC WORKS
TRANSPORTATION DIVISION
**RECOMMENDED URBAN LANDSCAPE/
STREETSCAPE GUIDELINES**



Transportation Division Engineer

Revision No. 0 Date 04/03/95

APRIL, 1995

April 3, 1995

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April 3, 1995

**HENNEPIN COUNTY
DEPARTMENT OF PUBLIC WORKS
TRANSPORTATION DIVISION**

**RECOMMENDED URBAN
LANDSCAPE/STREETScape GUIDELINES
APRIL, 1995**

INTRODUCTION

Hennepin County Department of Public Works' Transportation Division (Division) has as a delegated function and responsibility to maintain a system of roadways that provide transportation for residents of the County in a safe, efficient manner. Year around safety requires adequate sight distances and a minimum operational clear zone that can also accommodate snow storage. The Division has prepared this Recommended Urban Landscape/Streetscape Guidelines (Guidelines) to more consistently and thoroughly respond to questions about urban landscape/streetscape design practices.

All landscape/streetscape plans must be prepared and signed in accordance with the Board of Architecture, Engineering, Land Surveying, Landscape Architecture and Interior Design. The City Engineer shall also approve and sign the title or cover sheet for those landscape/streetscape plans. The City Engineer must also evaluate sight distances along the project and assure the Division, in a report, that sight distances are adequate.

The placement of obstacles or fixed objects, such as structures, trees, etc., within Hennepin County's right of way shall be cause for the Municipality to assume legal liability and additional maintenance responsibility through a Cooperative Agreement.

RECOMMENDED GUIDELINE CRITERIA

The following is an alphabetical listing of the Division's recommended guidelines for landscape/streetscape design. The criteria listed is not all inclusive or necessarily complete. Requests for more clarification should be addressed to the Division Engineer or his/her designee. Figure 1 at the end of this document contains a summarization of the recommended operational clear zone guidelines.

• **Boulevard**

The Division prefers a low maintenance boulevard. Snow and ice control methods may prevent the survival of some desired vegetation. The Municipality has the responsibility for mowing and the maintenance of facilities behind the curb.

April 3, 1995

- Crosswalks

Crosswalks shall conform to the Minnesota Manual on Uniform Traffic Control Devices (MMUTCD).

The County's standard crosswalk is a block type pattern, painted white, on top of bituminous or concrete pavement. Municipalities have the responsibility to maintain pavement crosswalk markings after the initial painting.

Non-standard crosswalk surfaces (such as decorative brick, colored aggregate, etc.) shall require prior approval by the Division. Municipalities shall have the responsibility to install and maintain any crosswalk surface, as well as the abutting material, if the crosswalk surface is not consistent with the road surface. The municipality shall also indemnify the County for the use of a non-standard crosswalk surface.

- Curb

Curb design must conform to Hennepin County's Standard Design and the State Aid manual. Curb and pedestrian ramps must comply with the Americans With Disabilities Act (ADA).

- Irrigation

Water from irrigation systems shall not flow or spray onto the traveled roadway or onto any County owned structures such as traffic signal components and signage. Concrete gutters shall collect excess water from irrigation systems and not allow water to flow across roadways (gutter in).

Effects of subgrade saturation shall be addressed when irrigation systems are proposed. Provisions, such as perforated pipe, shall be included for the pickup and disposal of irrigation water.

The Division will not allow an open cut for installation or maintenance of irrigation piping within three years of construction, so consideration should be given to installing irrigation piping within a sleeve for roadway crossings. Maintenance and repair of the irrigation system is the responsibility of the owner.

- Landscaping/Streetscaping

Roadway geometrics and driver sight distances shall be considered when installing landscape items. A report indicating adequate sight distances have been maintained is required for all access points along the project. The report should consider all elements obstructing a driver's vision such as trees, shrubs, plantings/planters, structures, etc.

Any loose landscaping material, such as bark, must have an adequate means of containment that will prevent the material from spilling onto the roadway or sidewalk. The Municipality shall be responsible for maintaining such material, if installed, and for removing the material from the roadway or sidewalk if the material spills onto those surfaces. Loose landscape rock is not permitted within Hennepin County's right of way because of problems caused during mowing, etc.

April 3, 1995

The Municipality or owner has the responsibility to trim all plantings and to maintain visibility.

Hennepin County's responsibility for landscape/streetscape restoration, after any County activity, shall be limited to top soil, sod or seed. Restoration of specialty landscape/streetscape items, sidewalks and plantings shall be the responsibility of others.

The Division prefers traffic control signage to be located behind the sidewalk. Landscape/streetscape should not obstruct the view of signage.

Landscape/streetscape should make allowances for placement or future expansion of utilities within the right of way.

Traffic control during maintenance of landscaping shall comply with MMUTCD for traffic control.

- Medians

The Division can supply typical design standards for raised and depressed medians. Median drainage is a concern of the Division and should be discussed with the Division's Design Section. The Division's guideline does not allow planting trees within the median unless there is the minimum operational clear zone for the posted speed limit (see Operational Clear Zone).

Plantings, including raised planting beds, in medians shall not be higher than 3 feet from the bottom of the curb gutter line, however, sight lines must still be checked. Plantings should be kept as far back from the face of curb as possible to minimize disturbance due to snow plowing (see also Irrigation). If the Municipality proceeds with placing plantings within Hennepin County right of way, then the Municipality has the responsibility to trim plantings to maintain sight lines.

- Operational Clear Zone

To facilitate the safe operation and maintenance of a roadway facility, an operational clear zone is required. Encroachment into the operational clear zone causes safety and maintenance concerns.

The Division standard provides an operational clear zone of 6 feet from the face of curb where posted speeds are 35 miles per hour (MPH) or less. For speeds greater than 35 MPH to 45 MPH, the Division standard provides a 10 foot operational clear zone. The required operational clear zone for speeds over 45 MPH shall be analyzed on an individual basis by the Division (see Figure 1).

- Right of Way

Streetscape/landscape items within the County's right of way are reserved for the public and owned by the Municipality. Hennepin County does not allow private enhancements within the County's right of way.

April 3, 1995

- Sidewalks

The Division recommends a sidewalk with a minimum 5 foot width and prefers the sidewalk be placed 6 feet from the face of curb to accommodate snow storage.

- Signals, Signing and Other Traffic Control Devices

All traffic control devices must comply with MMUTCD.

For urban cross sections, the Division recommends traffic signs be placed at least 6 feet from the face of curb to the edge of sign. Sign placement is preferred behind the sidewalk. The location of utilities should be considered with regard to future sign placement. In areas where there is no sidewalk, clearance to the signage should be at least 6 feet from the curb or edge of shoulder to allow for snow storage and/or future sidewalk(see Snow Storage).

Landscape/streetscape should not obstruct the view of signage.

Traffic signals shall have the Division's standard type and color. Any other color scheme requires prior review and approval by the Division and require the Municipality to maintain the paint system at no cost to the Division. Lead based paint shall not be used. Paint must comply with current Mn/DOT specifications.

- Snow Storage

The Division requires minimum operational clear zones for snow storage along the side of the road based on the posted speed limit. The requirement of an operational clear zone for snow storage allows the Division to efficiently clear roads of snow and help maintain the road's traffic carrying capacity. Inadequate snow storage will reduce lane widths, adversely affect traffic handling capacity of the road and prevent trucks from using the partially blocked traffic lane. Roads that are not cleared of snow along the curb to the storm drain can also cause drainage problems when the snow melts.

The Division may require that the Municipality obtain an easement if there is inadequate snow storage available within the right of way as a result of landscape/streetscape structure placement. In areas where landscape/streetscape structures cause inadequate room to store snow off the road, the Municipality will be required to either move or haul away the snow (see Introduction for legal liability and maintenance requirements).

- Street Lighting

Street lighting must be functional and meet appropriate standards for illumination. Special consideration should be given to eliminating glare and shadows. Questions on lighting should be referred to the Division's Design Section.

April 3, 1995

- Trees

Trees, in general, can obstruct the view of signs and signals. Prior to the placement of any tree, sight lines should be evaluated that includes consideration for fully mature trees and their canopies.

The Division standard does not sanction the planting of trees on County right of way within the operational clear zone (see Operational Clear Zone).

Planting coniferous trees is discouraged within Hennepin County's right of way.

Tree grates in sidewalks or paved areas, unless properly installed and maintained, can be a hazard to pedestrians, people with disabilities, and snow removal operations, etc. The Municipality assumes all liability for the placement of any tree grates or other obstacles within the County's right of way.

Irrigation, if deemed necessary, should be limited to a trickle type system (see Irrigation).

The Division does not contribute to the replacement of any streetscape/landscape alteration as a result of any highway maintenance, modification or utility work.

- Utilities

Underground utilities that do not extend above the surface may be placed within the County's operational clear zone. Above ground utilities, however, should be placed outside the County's operational clear zone.

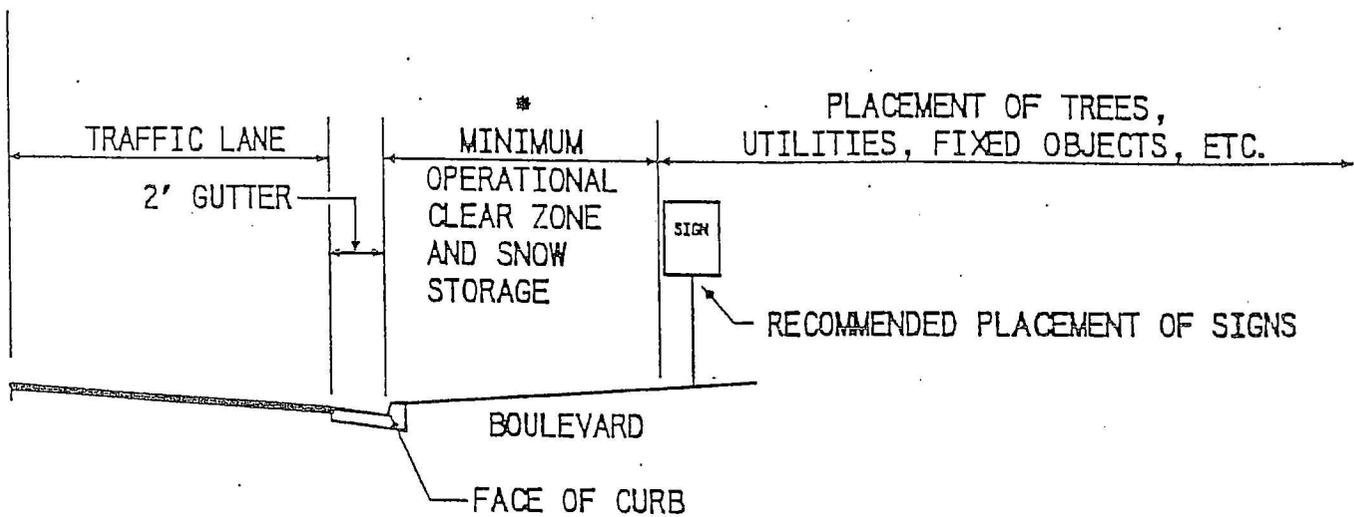
PERMITS

The Division's Permit Office shall be informed of all construction or maintenance work within the County's road right of way. Traffic Control and time of work must be approved by the Division prior to beginning any work. (Example: Parking in a traffic lane during rush hour is not allowed.)

FIGURE 1

HENNEPIN COUNTY DEPARTMENT OF PUBLIC WORKS TRANSPORTATION DIVISION RECOMMENDED LANDSCAPE / STREETScape GUIDELINES

URBAN TYPICAL ROADWAY CROSS SECTION



*

POSTED SPEED LIMIT

35 M.P.H. OR LESS
GREATER THAN 35 M.P.H. TO 45 M.P.H.
GREATER THAN 45 M.P.H.

MINIMUM OPERATIONAL CLEAR ZONE

6 FOOT (FROM THE FACE OF CURB)
10 FOOT (FROM THE FACE OF CURB)
ANALYZED ON AN INDIVIDUAL
BASIS BY THE DIVISION.

APRIL 1995

MEMO

CITY OF PLYMOUTH

**3400 Plymouth Boulevard
Plymouth, MN 55447**

COPY

DATE: May 6, 2005
TO: Laurie Ahrens, City Manager
FROM: Doran Cote, P.E., Director of Public Works
SUBJECT: COUNTY ROAD 47 TURNBACK

As you may know, on Friday, April 29, 2005, Anne and I met with Jim Grube from the Hennepin County Transportation Department to discuss the turnback of County Road 47. Also discussed, was the possible exchange of Peony Lane for County State Aid (CSAH) 101. Mr. Grube identified several options the County would be willing to consider including:

- Providing the City with reimbursement equivalent to the value of an overlay on County Road 47 at the time of turnback.
- The County Road 47 turnback could be "phased" by considering the segment east of Vicksburg Lane separately from the segment west of Vicksburg Lane (the City has designated the easterly segment as an MSA route).
- The exchange of CSAH 101 and Peony Lane could be considered with the County Road 47 turnback and may be addressed in one agreement provided Peony Lane is a continuous alignment to Lawndale Lane and that Maple Grove agrees to the exchange of Lawndale Lane south of Bass Lake Road.
- The turnback of County Road 47 and CSAH 101 are not contingent upon other community approval of the CSAH 101 turnback.
- The maximum term of any turnback agreement is seven years.
- The City could address the jurisdiction and alignment issues on these roadways in our Comprehensive Plan update.

Mr. Grube also reiterated the County's safety concerns regarding the proposed temporary traffic signal at County Road 47 and Vicksburg Lane. Mr. Grube will also be providing the City with crash statistics for County Road 47 to consider during our discussions and evaluation of the Taryn Hills development.

COUNTY HIGHWAY TURNBACK POLICY

Definitions:

County Highway – Either a County State Aid Highway or a County Road

County Highway Turnback- A CSAH or a County Road which has been released by the county and designated as an MSAS roadway. A designation request must be approved and a Commissioner's Order written. A County Highway Turnback may be either County Road (CR) Turnback or a County State Aid (CSAH) Turnback. (See Minnesota Statute 162.09 Subdivision 1). A County Highway Turnback designation has to stay with the County Highway turned back and is not transferable to any other roadways.

Basic Mileage- Total improved mileage of local streets, county roads and county road turnbacks. Frontage roads which are not designated trunk highway, trunk highway turnback or on the County State Aid Highway System shall be considered in the computation of the basic street mileage. A city is allowed to designate 20% of this mileage as MSAS. (See Screening Board Resolutions in the back of the most current booklet).

MILEAGE CONSIDERATIONS

County State Aid Highway Turnbacks

A CSAH Turnback is **not** included in a city's basic mileage, which means it is **not** included in the computation for a city's 20% allowable mileage. However, a city may draw Construction Needs and generate allocation on 100% of the length of the CSAH Turnback

County Road Turnbacks

A County Road Turnback is included in a city's basic mileage, so it is included in the computation for a city's 20% allowable mileage. A city may also draw Construction Needs and generate allocation on 100% of the length of the County Road Turnback.

Jurisdictional Exchanges

County Road for MSAS

Only the **extra** mileage a city receives in an exchange between a County Road and an MSAS route **will be** considered as a County Road Turnback.

If the mileage of a jurisdictional exchange is **even**, the County Road **will not be** considered as a County Road Turnback.

If a city receives **less** mileage in a jurisdictional exchange, the County Road **will not be** considered as a County Road Turnback.

CSAH for MSAS

Only the **extra** mileage a city receives in an exchange between a CSAH and an MSAS route **will be** considered as a CSAH Turnback.

If the mileage of a jurisdictional exchange is **even**, the CSAH **will not be** considered as a CSAH Turnback.

If a city receives **less** mileage in a jurisdictional exchange, the CSAH **will not be** considered as a CSAH Turnback

NOTE:

When a city receives **less** mileage in a CSAH exchange it will have less mileage to designate within its 20% mileage limitation and may have to revoke mileage the following year when it computes its allowable mileage.

Explanation: After this exchange is completed, a city will have more CSAH mileage and less MSAS mileage than before the exchange. The new CSAH mileage was included in the city's basic mileage when it was MSAS (before the exchange) but is not included when it is CSAH (after the exchange). So, after the jurisdictional exchange the city will have less basic mileage and 20% of that mileage will be a smaller number.

If a city has more mileage designated than the new, lower 20% allowable mileage, the city will be over designated and be required to revoke some mileage. **If a revocation is necessary, it will not have to be done until the following year after a city computes its new allowable mileage.**

MSAS designation on a County Road

County Roads can be designated as MSAS. If a County Road which is designated as MSAS is turned back to the city, it will not be considered as County Road Turnback.

MISCELLANEOUS

A CSAH which was previously designated as Trunk Highway turnback on the CSAH system and is turned back to the city will lose all status as a TH turnback and only be considered as CSAH Turnback.

A city that had previously been over 5,000 population, lost its eligibility for an MSAS system and regained it shall revoke all streets designated as CSAH at the time of eligibility loss and consider them for MSAS designation. These roads will not be eligible for consideration as CSAH turnback designation.

In a city that becomes eligible for MSAS designation for the first time all CSAH routes which serve only a municipal function and have both termini within or at the municipal boundary, should be revoked as CSAH and considered for MSAS designation. These roads will not be eligible for consideration as CSAH turnbacks.