

JAN 04 2007



**Minnesota Department of Transportation**

**State Aid for Local Transportation**

Mail Stop 500, 4th Floor  
395 John Ireland Boulevard  
St. Paul, MN 55155-1899

Office Tel.: 651 366-3822

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January 2, 2007

Steven Kotke  
Director of Public Works  
Room 203 City Hall  
350 South Fifth Street  
Minneapolis, MN 55415

**SUBJECT: SP 141-090-18, STPX 2706(147)  
NE Minneapolis Bike Trail  
Agency Agreement No. 90582**

Dear Mr. Kotke:

Attached are three copies of the agency agreement between the City of Minneapolis and Mn/DOT, which allows for Mn/DOT to act as the City's agent in accepting federal aid in connection with the above referenced project.

This agreement is for Advance Construction.

Please review and if approved, have all three copies signed. A City Council resolution similar to the example attached, must be passed. The certified resolution should then be placed as the last page in each of the three copies of the agreement. Please verify that the person/title authorized to sign as stated in the resolution, corresponds to the signature (person/title) on the signature page. Please return all three copies of the agreement to me for Mn/DOT signatures. A fully executed copy will be returned to you. If you have any questions or need any revisions, please feel free to contact me at 651.366.3822.

Sincerely,

A handwritten signature in black ink, appearing to read "Lynnette Roshell".

Lynnette Roshell, PE  
Project Development Engineer

Enclosures

cc: Mark Gieseke--DSAE  
File



STATE OF MINNESOTA AGENCY AGREEMENT  
BETWEEN  
DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF MINNEAPOLIS

FOR FEDERAL PARTICIPATION IN ADVANCE CONSTRUCTION  
FOR  
S.P. 141-090-18; M.P. STPX 2706(147)

This agreement is entered into by and between City of Minneapolis ("City") and the State of Minnesota acting through its Commissioner of Transportation ("Mn/DOT"),

Agency Agreement No. 84205 which has been executed between the City and Mn/DOT, appoints Mn/DOT as the City's agent to receive and disburse transportation related federal funds, and sets forth duties and responsibilities for letting, payment, and other procedures for a federally funded contract let by the City; and

Pursuant to Minnesota Statutes Section 161.36, the City desires Mn/DOT to act as the City's agent to accept and disburse federal funds for the construction, improvement, or enhancement of transportation financed in whole or in part by federal funds; and

The City is proposing a federal aid project to construct the North East Minneapolis Bike Trail from 19<sup>th</sup> Avenue in Minneapolis to County Road C in Roseville, hereinafter referred to as the "Project"; and

The Project has been determined to be eligible for the expenditure of federal aid funds and is programmed in the approved federally approved STIP for the fiscal year 2007; and the project is identified in Mn/DOT records as State Project 141-090-18, and in Federal Highway Administration ("FHWA") records as Minnesota Project STPX 2706(147); and

The differences between planned Obligation Authority and actual Obligation Authority has resulted in the need to have projects with anticipated federal funds greater than \$1,000,000 advance construct the project until costs are begin to be incurred for the project; and

The City desires to temporarily provide City State Aid and/or other local funds in lieu of the federal funds so that the project may proceed.

Mn/DOT requires that the terms and conditions of this agency be set forth in an

agreement.

THE PARTIES AGREE AS FOLLOWS:

I. DUTIES OF THE CITY.

- A. The City will let a contract and construct the Project in accordance with Agency Agreement No. 84205. Payment provisions for federally eligible costs will be as stated herein.
- B. It is estimated that the total cost of the Project is \$ 1,820,712 and that the anticipated federal funding will be \$ 1,456,570. The remaining share will be paid by the City.
- C. The City will pay any part of the cost or expense of the Project that is not paid by federal funds.
- D. Request for reimbursement of the federal aid share of the federally eligible costs will be made after funding and obligation authority are available.
- E. If the project is converted to federal funding before completion and final acceptance, requests for reimbursement will occur as partial estimates in accordance with Agency Agreement No. 84205.

II. DUTIES OF Mn/DOT.

- A. Mn/DOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project and designation as an Advance Construction project.
- B. Mn/DOT will request the conversion of the Project to federal funding of eligible costs, when funding and obligation authority are available.
- C. At such time that the project is converted to federal funding and such funding is received by Mn/DOT, Mn/DOT will reimburse to the City the federal aid share of the federally eligible costs, previously provided by the City. Reimbursement for City State Aid funds used in lieu of federal funds, will be deposited in the City's State Aid Account. Reimbursement for other City funds used in lieu of federal funds will be forwarded to the City.

III. AUTHORIZED REPRESENTATIVES. Each authorized representative will have responsibility to administer this agreement and to ensure that all payments due to the other party are paid pursuant to the terms of this agreement.

- A. The City authorized representative is Steven Kotke, Director of Public Works,

Room 203 City Hall, 350 South Fifth Street, Minneapolis, MN 55415, phone 612.673.2443, or his successor.

B. Mn/DOT's authorized representative is Lynnette Roshell, Minnesota Department of Transportation, State Aid for Local Transportation, Mail Stop 500, St Paul, MN 55155, phone 651-366-3822, or her successor.

- IV. TORT LIABILITY. Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs Mn/DOT liability.
- V. ASSIGNMENT. Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.
- VI. AMENDMENTS. Any amendments/supplements to this Agreement must be in writing and be executed by the same parties who executed the original agreement, or their successors in office.
- VII. TERM OF AGREEMENT. This agreement will be effective upon execution by the City and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.
- VIII. TERMINATION. This agreement may be terminated by the City or Mn/DOT at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the City as set forth in this Agreement. In the event of such a termination the City will be entitled to reimbursement for Mn/DOT-approved federally eligible expenses incurred for work satisfactorily performed on the Project to the date of termination subject to the terms of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

CITY

City certifies that the appropriate person(s) have executed the contract on its behalf as required by applicable resolutions, ordinances, or charter provisions

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

Title: Director  
State Aid for Local Transportation

Date: \_\_\_\_\_

COMMISSIONER OF ADMINISTRATION

By: \_\_\_\_\_

Date: \_\_\_\_\_