

**CITY OF FALCON HEIGHTS**  
Regular Meeting of the City Council  
City Hall  
2077 West Larpenteur Avenue

**AGENDA**  
February 10, 2016 at 7:00 P.M.

- A. CALL TO ORDER:
- B. ROLL CALL: LINDSTROM \_\_\_ HARRIS \_\_\_ BROWN THUNDER \_\_\_  
FISCHER \_\_\_ GUSTAFSON \_\_\_  
  
STAFF PRESENT: THONGVANH\_\_\_
- C. PRESENTATIONS:
  - 1. Housing Resource Center
- D. APPROVAL OF MINUTES:
  - 1. January 27, 2016 City Council Meeting Minutes
- E. PUBLIC HEARINGS:
- F. CONSENT AGENDA:
  - 1. General Disbursements through: 2/02/16 \$361,561.88  
Payroll through: 1/31/16 \$17,706.80
  - 2. 2015 PMP - Roselawn Ave Pay Request #1
  - 3. Sanitary Sewer Cleaning Program
  - 4. Lauderdale Recreation Agreement
- G: POLICY ITEMS:
  - 1. MnDot Master Partnership Contract
  - 2. Ramsey County Joint Powers Agreement for New Voting System and Operation
- H. INFORMATION/ ANNOUNCEMENTS:
- I. COMMUNITY FORUM:
- J. ADJOURNMENT:

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# **Greater Metropolitan Housing Corporation Housing *Resource* Center™ Services**

**Presentation to Falcon Heights City Council  
February 10, 2016**

# Greater Metropolitan Housing Corporation

The Greater Metropolitan Housing Corporation (GMHC) is a nonprofit housing organization established in 1970.

Our purpose is to preserve, improve and increase affordable housing and assist communities with housing revitalization.



# To accomplish our purpose we:

- Support development of affordable housing with predevelopment loans
- Build or renovate homes to sell to moderate income families and individuals
- Provide ethically priced and sound mortgage financing to homebuyers
- Deliver community-based housing services through the Housing *Resource* Center Program

# Greater Metropolitan Housing Corporation Housing Resource Center Services

## Services Provided 2004 - 2015

### Rehab advisory services

Site visits	152
Written Scope of Work	8
Phone consultations/Center Appointments	215

### Financing

12

Minnesota Housing
Ramsey County Deferred Loan (2 on wait list)
Rebuilding Together

Information and referrals	552
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# Housing Resource Center Services

The Housing Resource Center provides homeowners with high quality, individualized assistance:

- Home improvement financing
- Construction Consultations
- Information and referrals

# Home Improvement Financing

- Ramsey County Deferred Loan Program
- Minnesota Housing Loan Programs
  - \* Fix up Fund Secured and Unsecured
  - \* Rehabilitation Loan
  - \* Emergency and Accessibility Loan

# Ramsey County Deferred Loan

- Owner-occupied households: property valued at or below \$251,750
- Households may earn up to 80% Area Median: e.g. \$69,280 for a household of 4
- Up to \$15,000 no-interest, deferred loan
- Households up to 50% of Area Median: Loan forgiven 10% per year for 10 years
- Households between 51% and 80%: Due on Sale, transfer of title, or no longer principal residence

# Minnesota Housing Loans

## Fix up Fund: Regular Secured

- Owner-occupied; Household income up to \$99,500
- Maximum loan \$50,000 @ 5.99%
- Maximum term: 20 years
- Up to 110% loan to value after rehab
- Minimum credit score: 620
- General improvements: interior & exterior

# Minnesota Housing Loans

## Fix up Fund: Unsecured

- Owner-occupied: Household income up to \$99,500
- Maximum loan \$10,000 @ 6.99%
- Maximum term: 10 years
- No loan to value limit
- Minimum credit score: 680
- General improvements: interior & exterior

# Minnesota Housing Loans

## Fix-up Fund: Basic Energy Conservation

- Owner-occupied: household income up to \$99,500
- Maximum loan: \$7,500 @ 4.99%
- Maximum term: 10 years
- Up to 110% loan to value after rehab
- Minimum credit score: 620



# Minnesota Housing Loans

## Rehabilitation Loan

- Owner-occupied: household income up to 30% Area Median: \$26,000 for a family of 4
- Maximum loan: \$27,000, no-interest deferred
- Forgiven after 15 years
- No credit score minimum

## Emergency and Accessibility Loan

- Up to \$15,000
- Same terms as above

# Construction Consultations

GMHC Construction Manager is available to all Falcon Heights residents to provide consultations by phone, at the Center or at their homes at no cost to the resident.

# Construction Consultations

The type of assistance sought often includes:

- On site assessment of home improvement needs
- Determine possible solutions
- A scope of work to use in bidding project
- Product selection
- Contractor information
- Bid review
- Inspection of work

# Information and Referrals

- Professional staff available to assist with a wide range of housing issues.
- If not a service provided by the Housing *Resource* Center, can direct callers to the appropriate source.

E.g., foreclosure prevention counselor; home buyer education courses; energy assistance programs

# Contact Us

Housing *Resource* Center - North & East Metro

1170 Lepak Court

Shoreview, MN 55126

651 486-7401

[www.gmhchousing.org](http://www.gmhchousing.org)

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**CITY OF FALCON HEIGHTS**  
Regular Meeting of the City Council  
City Hall  
2077 West Larpenteur Avenue

**MINUTES**

January 27, 2016 at 7:00 P.M.

- A. CALL TO ORDER: 7:00pm
- B. ROLL CALL: LINDSTROM \_\_\_ HARRIS \_\_\_ BROWN THUNDER \_X\_  
FISCHER \_X\_ GUSTAFSON\_X\_
- STAFF PRESENT: THONGVANH\_X\_\_
- C. PRESENTATIONS:
- D. APPROVAL OF MINUTES:
- |  |          |
|--|----------|
| 1. January 6, 2016 City Council Work Session Meeting Minutes | Approved |
| 2. January 13, 2016 City Council Meeting Minutes             | Approved |
- E. PUBLIC HEARINGS:
- F. CONSENT AGENDA:
1. General Disbursements through: 1/20/16 \$82,238.53  
Payroll through: 1/15/16 \$16,121.40
  2. Approval of City License(s)
  3. Designated City Signors for City Funds, Investments and Transfers
  4. Appointment of Walt Dunlap to the Parks and Recreation Commission
  5. Fire Department Appointment of Ian McCready
  6. Resignation of Michael Tester from the Falcon Heights Volunteer Fire Department
  7. Authorization to Apply for the Good Neighbors Fund Grant for Bike Fixit Stations
- Council Member Gustafson Moves, Approved 3-0
- G. POLICY ITEMS:
1. Mutual Aid Agreement - Closest Emergency Response Unit
    - This is a joint powers agreement with the city fire departments of Maplewood, St. Paul, Lake Johanna, Roseville, Little Canada, North St. Paul, New Brighton, and White Bear Lake. The agreement is to provide and receive mutual aid, and to dispatch the closest equipment and personnel to emergency events (i.e. cardiac arrest and structure fires).

The city currently participates in mutual aid with surrounding cities, but the city would have to call to receive that mutual aid. The proposed joint powers

agreement would automatically dispatch the closest unit, and the City Fire Department would still be dispatched along with the closest unit.

Council Member Gustafson Moves, Approved 3-0

I. INFORMATION/ ANNOUNCEMENTS:

Council Member Fischer:

- He attended the Community Engagement Commission Annual Meeting on Monday. MN Dept. of Human Rights Commissioner spoke and engaged the audience with discussion. Our County Commissioner, Janice Rettman, was also in attendance.

Council Member Gustafson:

- Parks and Recreation Commission changed their meeting time to the first Monday of the month instead of the third Monday. At the meeting on Monday they plan to finalize their recommendations to the council for the overall vision of the parks.

Mayor Pro Tem Brown Thunder:

- NYFS is in fundraising mode with planning the golf tournament for the summer. The senior chore program is still open if any seniors are in need of assistance (i.e. snow removal).
- The Lions Club is offering \$1,000 scholarships to Roseville Area High School graduates.
- Winterfest is this Sunday, January 31 from 1-4pm at Community Park.

City Administrator Sack Thongvanh:

- The Good Acre Manager Reece Williams will be presenting and talking about the facilities on February 22<sup>nd</sup> at 7pm at City Hall. The event is sponsored by the Lions Club, City of Falcon Heights, and City of Lauderdale.
- OLLI is running a six week course on Human Prehistory at City Hall. The course is open to Falcon Heights residents for \$5, and takes place on Wednesdays from January 27<sup>th</sup> to March 2<sup>nd</sup> from 10-11:30am.
- AARP will be doing taxes at City Hall starting February 2<sup>nd</sup> on Tuesdays and Thursdays from 9am-Noon.
- Falcon Heights Elementary Family Fun Night will be held on February 5<sup>th</sup> from 5:30-8:30pm at Falcon Heights Elementary. Admission is free, and tickets and food are available for purchase.

J. COMMUNITY FORUM:

K. ADJOURNMENT: 7:21pm

\_\_\_\_\_  
Joe Brown Thunder, Mayor Pro Tem

Dated this 27<sup>th</sup> day of January, 2016

\_\_\_\_\_  
Sack Thongvanh, City Administrator





*The City That Soars!*

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	February 10, 2016
<b>Agenda Item</b>	Consent F1
<b>Attachment</b>	General Disbursements and Payroll
<b>Submitted By</b>	Roland Olson, Finance Director

<b>Item</b>	General Disbursements and Payroll
<b>Description</b>	General Disbursements through: 2/02/16: \$361,561.88 Payroll through: 1/31/16: \$17,706.80
<b>Budget Impact</b>	The general disbursements and payroll are consistent with the budget.
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• General Disbursements and Payroll</li> </ul>
<b>Action(s) Requested</b>	Staff recommends that the Falcon Heights City Council approve general disbursements and payroll.

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-----ID-----	POST DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-0250	250	AMERIPRIDE SERVICES					
I-1003360506	1/26/2016	APBNK	LINEN CLEANING DUE: 1/26/2016 DISC: 1/26/2016 LINEN CLEANING	39.03	1099: N 101 4124-70100-000	SUPPLIES	39.03
=== VENDOR TOTALS ===				39.03			
01-03001	CAMPBELL KNUTSON						
I-217	1/27/2016	APBNK	NOVEMBER LEGALS DUE: 1/27/2016 DISC: 1/27/2016 NOVEMBER LEGALS	116.00	1099: Y 101 20200-000	ACCOUNTS PAYABLE	116.00
I-218	1/27/2016	APBNK	DECEMBER LEGALS DUE: 1/27/2016 DISC: 1/27/2016 DECEMBER LEGALS	462.03	1099: Y 101 20200-000	ACCOUNTS PAYABLE	462.03
=== VENDOR TOTALS ===				578.03			
01-03110	CENTURY LINK						
I-201601265653	1/26/2016	APBNK	LANDLINES DUE: 1/26/2016 DISC: 1/26/2016 LANDLINES	61.05	1099: N 101 4141-85011-000	TELEPHONE - LANDLINE	61.05
=== VENDOR TOTALS ===				61.05			
01-03123	CINTAS CORPORATION #470						
I-470696160	1/26/2016	APBNK	SHOP- TOWELS, CLEANER, MATS DUE: 1/26/2016 DISC: 1/26/2016 SHOP- TOWELS, CLEANER, MATS	115.40	1099: N 101 4132-70120-000	SUPPLIES	115.40
=== VENDOR TOTALS ===				115.40			
01-05641	CITY OF ROSEVILLE- HANC						
I-201601265650	1/26/2016	APBNK	SNOW SHOE RENTAL- WINTERFEST DUE: 1/26/2016 DISC: 1/26/2016 SNOW SHOE RENTAL- WINTERFEST	24.00	1099: N 101 4116-89010-000	SPECIAL EVENTS	24.00
=== VENDOR TOTALS ===				24.00			

PACKET: 01330 JAN 26TH PAYABLES  
VENDOR SET: 01 City of Falcon Heights  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----				GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION		
01-0352	SHAILA CUNNINGHAM							
I-201601265652		YOGA INSTRUCTOR		399.20				
1/26/2016	APBNK	DUE: 1/26/2016 DISC: 1/26/2016			1099: Y			
		YOGA INSTRUCTOR			201 4201-87700-000	INSTRUCTOR-SPECIALTY CLA		399.20
		=== VENDOR TOTALS ===		399.20				
01-03300	DISCOUNT STEEL, INC							
I-4054725		CITY HALL FRONT OFFICE		13.35				
1/26/2016	APBNK	DUE: 1/26/2016 DISC: 1/26/2016			1099: N			
		CITY HALL FRONT OFFICE			101 4131-70110-000	SUPPLIES		13.35
		=== VENDOR TOTALS ===		13.35				
01-05115	GOPHER STATE ONE CALL							
I-6000357		2016 FACILITY OPERATOR FEE		100.00				
1/26/2016	APBNK	DUE: 1/26/2016 DISC: 1/26/2016			1099: N			
		2016 FACILITY OPERATOR FEE			601 4601-88030-000	LOCATES		100.00
		=== VENDOR TOTALS ===		100.00				
01-05264	JOEL SMITH HEATING & AIR CONDI							
I-31090		FIRE DEPT UNIT MAINTENANCE		520.50				
1/27/2016	APBNK	DUE: 1/27/2016 DISC: 1/27/2016			1099: N			
		FIRE DEPT UNIT MAINTENANCE			101 4124-87029-000	REPAIR OTHER EQUIPMENT		520.50
I-31093		ROOFTOP UNIT MAINTENANCE		190.00				
1/27/2016	APBNK	DUE: 1/27/2016 DISC: 1/27/2016			1099: N			
		ROOFTOP UNIT MAINTENANCE			101 4131-87010-000	CITY HALL MAINTENANCE		190.00
		=== VENDOR TOTALS ===		710.50				
01-05638	MASTER TECHNOLOGY GROUP							
I-505713		PARTS & LABOR- DATA PATCH PAN		595.70				
1/26/2016	APBNK	DUE: 1/26/2016 DISC: 1/26/2016			1099: N			
		PARTS & LABOR- DATA PATCH PANE			101 4116-87090-000	REPAIR OTHER EQUIPMENT		595.70
		=== VENDOR TOTALS ===		595.70				

PACKET: 01330 JAN 26TH PAYABLES  
VENDOR SET: 01 City of Falcon Heights  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----				GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
01-0555		MEDICS TRAINING					
I-9896		3 HOUR EMT/EMR TRAINING	550.00				
1/27/2016	APBNK	DUE: 1/27/2016 DISC: 1/27/2016		1099: N			
		3 HOUR EMT/EMR TRAINING		101 4124-86020-000	TRAINING		550.00
		=== VENDOR TOTALS ===	550.00				
01-05585		METROPOLITAN AREA MANAGEMENT A					
I-2124		2016 MEMBERSHIP DUES	45.00				
1/27/2016	APBNK	DUE: 1/27/2016 DISC: 1/27/2016		1099: N			
		2016 MEMBERSHIP DUES		101 4112-86100-000	CONFERENCES/EDUCATION/AS		45.00
		=== VENDOR TOTALS ===	45.00				
01-05357		MINNESOTA POLLUTION CONTROL AG					
I-201601265648		COLLECTION SYSTMS OPERATR CON	600.00				
1/26/2016	APBNK	DUE: 1/26/2016 DISC: 1/26/2016		1099: N			
		COLLECTION SYSTMS OPERATR CONF		601 4601-86030-000	CONFERENCES & SCHOOLS		600.00
		=== VENDOR TOTALS ===	600.00				
01-05843		MN NCPERS LIFE INSURANCE					
I-4588216		JAN & FEB LIFE INSURANCE	160.00				
1/27/2016	APBNK	DUE: 1/27/2016 DISC: 1/27/2016		1099: N			
		JAN & FEB LIFE INSURANCE		101 21709-000	OTHER PAYABLE		90.88
		JAN & FEB LIFE INSURANCE		201 21709-000	OTHER PAYABLE		8.00
		JAN & FEB LIFE INSURANCE		601 21709-000	OTHER PAYABLE		40.64
		JAN & FEB LIFE INSURANCE		602 21709-000	OTHER PAYABLE		20.48
		=== VENDOR TOTALS ===	160.00				
01-07263		NEXTEL COMMUNICATIONS, INC					
I-201601265655		CELL PHONES	127.34				
1/26/2016	APBNK	DUE: 1/26/2016 DISC: 1/26/2016		1099: N			
		CELL PHONES		101 20200-000	ACCOUNTS PAYABLE		127.34
		=== VENDOR TOTALS ===	127.34				

-----ID-----	POST DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-06185	1/26/2016	APBNK	RAMSEY COUNTY				
I-PUBW 15260	1/26/2016	APBNK	DEC SALT & SNOWPLOWING DUE: 1/26/2016 DISC: 1/26/2016 DEC SALT & SNOWPLOWING	2,816.58	1099: N 101 20200-000	ACCOUNTS PAYABLE	2,816.58
I-PUBW 15290	1/26/2016	APBNK	DEC SALT DUE: 1/26/2016 DISC: 1/26/2016 DEC SALT	228.36	1099: N 101 20200-000	ACCOUNTS PAYABLE	228.36
=== VENDOR TOTALS ===				3,044.94			
01-06183	RAMSEY COUNTY PROP/RECORD						
I-PRR-000039	1/26/2016	APBNK	TNT NOTICES DUE: 1/26/2016 DISC: 1/26/2016 TNT NOTICES	320.00	1099: N 101 20200-000	ACCOUNTS PAYABLE	320.00
=== VENDOR TOTALS ===				320.00			
01-06335	ROSELAWN STABLES						
I-201601265651	1/26/2016	APBNK	HAYRIDES FOR WINTERFEST DUE: 1/26/2016 DISC: 1/26/2016 HAYRIDES FOR WINTERFEST	750.00	1099: N 101 4116-89010-000	SPECIAL EVENTS	750.00
=== VENDOR TOTALS ===				750.00			
01-06922	USTA						
I-201601265649	1/26/2016	APBNK	MEMBERSHIP RENEWAL- 3 YR DUE: 1/26/2016 DISC: 1/26/2016 MEMBERSHIP RENEWAL- 3 YR	100.00	1099: N 101 4141-86110-000	MEMBERSHIPS	100.00
=== VENDOR TOTALS ===				100.00			
01-05870	XCEL ENERGY						
I-201601265654	1/26/2016	APBNK	GAZEBO, AUTO PROTECT LIGHT DUE: 1/26/2016 DISC: 1/26/2016 CURTISS FIELD GAZEBO SNELLING & HOYT SIGN AREA AUTO PROTECTIVE LIGHT CIVIL DEFENSE SIREN	43.13	1099: N 101 4141-85020-000 209 4209-85020-000 101 4141-85020-000 101 4121-85020-000	ELECTRIC/GAS STREET LIGHTING POWER ELECTRIC/GAS ELECTRIC	7.86 7.64 21.86 5.77
=== VENDOR TOTALS ===				43.13			
=== PACKET TOTALS ===				8,376.67			

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 21,043.53

-----ID-----	POST DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-492	2/02/2016	AVENET, LLC					
I-38195	2/02/2016	APBNK	WEB HOSTING GOV OFFICE DUE: 2/02/2016 DISC: 2/02/2016 WEB HOSTING GOV OFFICE	1,175.00	1099: N 101 4116-85060-000	WEB SITE	1,175.00
=== VENDOR TOTALS ===				1,175.00			
01-05422	BP						
I-201602025658	2/02/2016	APBNK	FUEL DUE: 2/02/2016 DISC: 2/02/2016 FUEL FUEL	509.21	1099: N 101 4132-74000-000 101 4124-74000-000	MOTOR FUEL & LUBRICANTS MOTOR FUEL & LUBRICANTS	461.71 47.50
=== VENDOR TOTALS ===				509.21			
01-05643	CHATEAU FROMAGE LLC						
I-201602025657	2/02/2016	APBNK	LIQUOR LICENSE REFUND DUE: 2/02/2016 DISC: 2/02/2016 LIQUOR LICENSE REFUND	2,101.00	1099: N 101 20200-000	ACCOUNTS PAYABLE	2,101.00
=== VENDOR TOTALS ===				2,101.00			
01-03123	CINTAS CORPORATION #470						
I-470699580	2/02/2016	APBNK	SHOP- TOWELS, CLEANER, MATS DUE: 2/02/2016 DISC: 2/02/2016 SHOP- TOWELS, CLEANER, MATS	52.84	1099: N 101 4132-70120-000	SUPPLIES	52.84
I-470701714	2/02/2016	APBNK	SHOP- TOWELS, CLEANER, MATS DUE: 2/02/2016 DISC: 2/02/2016 SHOP- TOWELS, CLEANER, MATS	304.18	1099: N 101 4132-70120-000	SUPPLIES	304.18
=== VENDOR TOTALS ===				357.02			
01-03117	CITY OF LITTLE CANADA						
I-201602025661	2/02/2016	APBNK	SEPT-DEC BUILDING PERMITS DUE: 2/02/2016 DISC: 2/02/2016 SEPT-DEC BUILDING PERMITS	11,703.34	1099: N 101 20200-000	ACCOUNTS PAYABLE	11,703.34
=== VENDOR TOTALS ===				11,703.34			

ID	POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
01-0153			HOME DEPOT CRC/GECF				
I-201602025665	2/02/2016	APBNK	SHOP SUPPLIES- HARDWARE, RAMP DUE: 2/02/2016 DISC: 2/02/2016 SHOP SUPPLIES- HARDWARE, RAMP	133.17	1099: N 101 4131-70110-000	SUPPLIES	133.17
=== VENDOR TOTALS ===				133.17			
01-05796			MN DEPT OF LABOR & INDUSTRY				
I-24151123015	2/02/2016	APBNK	BUILDING SURCHARGES DUE: 2/02/2016 DISC: 2/02/2016 BUILDING SURCHARGES	252.79	1099: N 101 20801-000	DUE TO OTHER GOVERNMENTS	252.79
=== VENDOR TOTALS ===				252.79			
01-05972			PARK CONSTRUCTION CO				
I-201602025663	2/02/2016	APBNK	ROSELAWN STREET PROJ & SEWER DUE: 2/02/2016 DISC: 2/02/2016 ROSELAWN STREET & TRAIL PROJEC STORM SEWER ROSELAWN	263,380.59	1099: N 419 20200-000 602 20200-000	ACCOUNTS PAYABLE ACCOUNTS PAYABLE	247,243.56 16,137.03
=== VENDOR TOTALS ===				263,380.59			
01-06115			TIMOTHY PITTMAN				
I-201602025659	2/02/2016	APBNK	MILEAGE REIMB DUE: 2/02/2016 DISC: 2/02/2016 MILEAGE REIMB	73.60	1099: N 101 4141-86101-000	MILEAGE	73.60
=== VENDOR TOTALS ===				73.60			
01-028			CITY OF ST ANTHONY				
I-33362	2/02/2016	APBNK	FEB POLICE SERVICES DUE: 2/02/2016 DISC: 2/02/2016 FEB POLICE SERVICES	54,418.83	1099: N 101 4122-81000-000	POLICE SERVICES	54,418.83
=== VENDOR TOTALS ===				54,418.83			
01-00935			ST PAUL REGIONAL WATER SERVICE				
I-201602025662	2/02/2016	APBNK	WATER & SS DUE: 2/02/2016 DISC: 2/02/2016 WATER & SS	516.42	1099: N 101 20200-000	ACCOUNTS PAYABLE	516.42
=== VENDOR TOTALS ===				516.42			



PACKET: 01333 FEB 2 PAYABLES  
VENDOR SET: 01 City of Falcon Heights  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	POST DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-0525			SUBURBAN ACE HARDWARE				
I-103648	2/02/2016	APBNK	SHOP SUPPLIES DUE: 2/02/2016 DISC: 2/02/2016 SHOP SUPPLIES	61.88	1099: N 101 4131-70110-000	SUPPLIES	61.88
=== VENDOR TOTALS ===				61.88			
01-05374			TENNIS SANITATION LLC				
I-1551266	2/02/2016	APBNK	JAN RECYCLING DUE: 2/02/2016 DISC: 2/02/2016 JAN RECYCLING	5,769.00	1099: N 206 4206-82030-000	RECYCLING CONTRACTS	5,769.00
I-1551267	2/02/2016	APBNK	JAN WASTE REMOVAL DUE: 2/02/2016 DISC: 2/02/2016 JAN WASTE REMOVAL	66.50	1099: N 101 4131-82010-000	WASTE REMOVAL	66.50
=== VENDOR TOTALS ===				5,835.50			
=== PACKET TOTALS ===				340,518.35			

2/03/2016 9:27 AM

A/P Regular Open Item Register

PAGE: 1

PACKET: 01335 FEB 3 PAYABLES  
VENDOR SET: 01 City of Falcon Heights  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	T DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-06290			CITY OF ROSEVILLE				

I-201602035666			PAY EST # 1 ROSELAWN PROJECT	263,380.59			
2/03/2016	APBNK		DUE: 2/03/2016 DISC: 2/03/2016		1099: N		
			PAY EST # 1 ROSELAWN PROJECT		419 20200-000	ACCOUNTS PAYABLE	247,243.56
			PAY EST # 1 ROSELAWN PROJECT		602 20200-000	ACCOUNTS PAYABLE	16,137.03
			=== VENDOR TOTALS ===	263,380.59			
			=== PACKET TOTALS ===	263,380.59			

EMP #	NAME	AMOUNT
01-0013	PETER C LINDSTROM	316.17
01-0016	PAMELA M HARRIS	277.05
01-1005	SACK THONGVANH	2,817.34
01-1017	TIMOTHY J SANDVIK	1,497.91
01-1019	KATHLEEN N THRASHER	928.87
01-1136	ROLAND O OLSON	1,838.65
01-1159	SARA E ASCHENBECK	214.59
01-2154	MAUREEN A ANDERSON	140.71
01-1018	PAUL A MORETTO	1,743.54
01-0086	RICHARD H HINRICHS	847.77
01-0095	MICHAEL J POESCHL	115.44
01-0105	ANTON M FEHRENBACH	331.63
01-0123	BRYAN R SULLIVAN	110.64
01-0124	MICHAEL D KRUSE	110.64
01-1030	TIMOTHY J PITTMAN	1,690.96
01-1033	DAVE TRETSVEN	1,451.90
01-1143	COLIN B CALLAHAN	1,468.55
01-2237	SAMANTHA L GARDNER	316.76
01-2230	ROBERT J CHANDLER	279.35

TOTAL PRINTED: 19 16,498.47

1-27-2016 9:11 AM PAYROLL CHECK REGISTER  
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 1  
 PAYROLL DATE: 1/27/2016

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
0021	BROWN THUNDER, JOSEPH C	R	1/27/2016	277.05	087246
0021	FISCHER, JOSE A	R	1/27/2016	277.05	087247
0022	GUSTAFSON, RANDALL C	R	1/27/2016	277.05	087248
0034	KURHAJETZ, CLEMENT	R	1/27/2016	105.05	087249
0097	GAFFNEY, PATRICK	R	1/27/2016	115.44	087250
2172	ARCAND, MICHAEL W	R	1/27/2016	156.69	087251

1-27-2016 9:11 AM PAYROLL CHECK REGISTER  
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 2  
 PAYROLL DATE: 1/27/2016

\*\*\* REGISTER TOTALS \*\*\*

REGULAR CHECKS:	6	1,208.33
DIRECT DEPOSIT REGULAR CHECKS:	19	16,498.47
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	25	17,706.80

\*\*\* NO ERRORS FOUND \*\*\*

\*\* END OF REPORT \*\*

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**The City That Soars!**

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	February 10, 2016
<b>Agenda Item</b>	Consent F2
<b>Attachment</b>	Pay Request #1
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	2015 PMP - Roselawn Ave Pay Request
<b>Description</b>	<p>Attached is the Roselawn cost breakdown. Page 4 shows the funding source breakdown best.</p> <p>Column 001 is Roseville's portion of Roselawn.          Column 002 is Falcon Height's portion of Roselawn.          Column 003 is Falcon Height's portion for the Trail on Roselawn          Column 004 is Roseville's portion of storm on Roselawn          Column 005 is Falcon Height's portion of storm sewer on Roselawn.          Columns 006-009 are Roseville's cost related to water, sanitary and other streets as part of the same contract.</p> <p>The summary of costs for Falcon Heights is as follows;          Funding Category 002 - Roselawn Street (50% of Costs) = \$211,577.44          Funding Category 003 - Roselawn Trail (100% of Costs) = \$35,666.12          Funding Category 005 - Roselawn Storm (50% of Costs) = \$16,137.03</p> <p><b>Payment Estimate #1 = \$263,380.59</b></p> <p><b>Total Project Cost = \$266,041</b></p> <p>The actual cost came in less than the estimated cost of \$287,277.</p> <p>Roseville has retained 1% of the total project costs and will pay this out when the project is finished. Roseville will invoice Falcon Heights for the 1% when the complete is deemed substantially completed and the warrant period will commence.</p>
<b>Budget Impact</b>	Current impact would be the reduction of city fund because of the inter-government loan approve by Council to temporary pay for the project. The City will be refunded with the 2017 bonding.

<b>Attachment(s)</b>	<ul style="list-style-type: none"><li>• Pay Request</li><li>• Invoice</li></ul>
<b>Action(s) Requested</b>	Staff would recommend approval of pay request and invoice for the 2015 PMP - Roselawn Ave Project.



# CITY OF ROSEVILLE

2660 Civic Center Dr  
Roseville, MN 55113

Project SAP 160-243-006 [15-04A] - 2015 Pavement Management Project - Seg 1  
Project SAP 160-243-006 [15-04B] - 2015 Pavement Management Project - Seg 2  
Contract Pay Request No. 4

Contractor: Park Construction Co.  
1481 81st Avenue NE  
Minneapolis, MN 55432

Contract No. 15-04  
Vendor No. N/A  
For Period: 10/1/2015 - 1/21/2016  
Warrant # \_\_\_\_\_ Date \_\_\_\_\_

### Contract Amounts

Original Contract	\$2,312,776.03
Contract Changes	\$270,101.11
Revised Contract	\$2,582,877.14

### Funds Encumbered

Original	\$2,312,776.03
Additional	N/A
Total	\$2,312,776.03

	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
<b>SAP 160-243-006 [15-04A]</b>	<b>\$637,266.51</b>	<b>\$997,271.49</b>	<b>\$9,972.71</b>	<b>\$342,004.73</b>	<b>\$645,294.05</b>	<b>\$987,298.78</b>
			Percent Retained: 1%		Percent Complete: 98.8576%	
<b>SAP 160-243-006 [15-04B]</b>	<b>\$838,676.68</b>	<b>\$1,481,186.60</b>	<b>\$14,811.87</b>	<b>\$610,384.42</b>	<b>\$855,990.31</b>	<b>\$1,466,374.73</b>
			Percent Retained: 1%		Percent Complete: 94.0985%	
<b>Contract 15-04</b>	<b>\$1,475,943.19</b>	<b>\$2,478,458.09</b>	<b>\$24,784.58</b>	<b>\$952,389.15</b>	<b>\$1,501,284.36</b>	<b>\$2,453,673.51</b>
			Percent Retained: 1%		Percent Complete: 95.9573%	
<b>Amount Paid This Contract Pay Request</b>					<b>\$1,501,284.36</b>	

This is to certify that the items of work shown in this certificate of Pay Request have been actually furnished for the work comprising the above mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By

Approved By Park Construction Co.

\_\_\_\_\_  
County/City/Project Engineer

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CITY OF ROSEVILLE**

2660 Civic Center Dr

Roseville, MN 55113

Project No. SAP 160-243-006 [15-04A], SAP 160-243-006 [15-04B]

Contract Pay Request No. 4

**Contract Payment Summary**

<b>From Date</b>	<b>To Date</b>	<b>Work Certified Per Period</b>	<b>Amount Retained Per Period</b>	<b>Amount Paid Per Period</b>	<b>Amount Paid To Date</b>
05/18/2015	06/08/2015	\$366,522.17	\$18,326.11	\$348,196.06	\$348,196.06
06/09/2015	06/25/2015	\$250,815.87	\$12,540.79	\$238,275.08	\$586,471.14
06/26/2015	09/30/2015	\$385,176.86	\$19,258.85	\$365,918.01	\$952,389.15
10/01/2015	01/21/2016	\$1,475,943.19	(\$25,341.17)	\$1,501,284.36	\$2,453,673.51

**Totals: \$2,478,458.09****\$24,784.58****\$2,453,673.51****SAP 160-243-006 [15-04A] Payment Summary**

<b>No.</b>	<b>From Date</b>	<b>To Date</b>	<b>Work Certified Per Request</b>	<b>Amount Retained Per Request</b>	<b>Amount Paid Per Request</b>
1	05/18/2015	06/08/2015	\$47,598.80	\$2,379.94	\$45,218.86
2	06/09/2015	06/25/2015	\$149,073.78	\$7,453.69	\$141,620.09
3	06/26/2015	09/30/2015	\$163,332.40	\$8,166.62	\$155,165.78
4	10/01/2015	01/21/2016	\$637,266.51	(\$8,027.54)	\$645,294.05

**Totals: \$997,271.49****\$9,972.71****\$987,298.78****SAP 160-243-006 [15-04B] Payment Summary**

<b>No.</b>	<b>From Date</b>	<b>To Date</b>	<b>Work Certified Per Request</b>	<b>Amount Retained Per Request</b>	<b>Amount Paid Per Request</b>
1	05/18/2015	06/08/2015	\$318,923.37	\$15,946.17	\$302,977.20
2	06/09/2015	06/25/2015	\$101,742.09	\$5,087.10	\$96,654.99
3	06/26/2015	09/30/2015	\$221,844.46	\$11,092.23	\$210,752.23
4	10/01/2015	01/21/2016	\$838,676.68	(\$17,313.63)	\$855,990.31

**Totals: \$1,481,186.60****\$14,811.87****\$1,466,374.73**





# CITY OF ROSEVILLE

2660 Civic Center Dr  
Roseville, MN 55113

Project SAP 160-243-006 [15-04A] - 2015 Pavement Management Project - Seg 1  
Pay Request No. 4

Contractor: Park Construction Co.  
1481 81st Avenue NE  
Minneapolis, MN 55432

Contract No. 15-04  
Vendor No. N/A  
For Period: 10/1/2015 - 1/21/2016  
Warrant # \_\_\_\_\_ Date \_\_\_\_\_

### Contract Amounts

Original Contract	\$955,310.73
Contract Changes	\$53,485.16
Revised Contract	\$1,008,795.89

### Work Certified To Date

Base Bid Items	\$943,786.33
Backsheet	\$2,697.27
Change Order	\$30,743.27
Supplemental Agreement	\$20,044.62
Work Order	\$0.00
Material On Hand	\$0.00
Total	\$997,271.49

### Funds Encumbered

Original	\$955,310.73
Additional	N/A
Total	\$955,310.73

	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SAP 160-243-006 [15-04A]	\$637,266.51	\$997,271.49	\$9,972.71	\$342,004.73	\$645,294.05	\$987,298.78
Percent Retained: 1%				Percent Complete: 98.8576%		
<b>Amount Paid This Pay Request</b>					<b>\$645,294.05</b>	

**SAP 160-243-006 [15-04A] Payment Summary**

No.	From Date	To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	05/18/2015	06/08/2015	\$47,598.80	\$2,379.94	\$45,218.86
2	06/09/2015	06/25/2015	\$149,073.78	\$7,453.69	\$141,620.09
3	06/26/2015	09/30/2015	\$163,332.40	\$8,166.62	\$155,165.78
4	10/01/2015	01/21/2016	\$637,266.51	(\$8,027.54)	\$645,294.05
<b>Totals: \$997,271.49</b>				<b>\$9,972.71</b>	<b>\$987,298.78</b>

**SAP 160-243-006 [15-04A] Funding Category Report**

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
001	427,429.17	4,274.29	15,229.92	407,924.96	423,154.88
002	32,600.06	326.00	0.00	32,274.06	32,274.06
003	36,026.38	360.26	0.00	35,666.12	35,666.12
006	0.00	0.00	0.00	0.00	0.00
007	301,248.00	3,012.48	152,185.94	146,049.58	298,235.52
008	0.00	0.00	0.00	0.00	0.00
009	199,967.86	1,999.68	174,588.86	23,379.32	197,968.18
<b>Totals: \$997,271.47</b>		<b>\$9,972.71</b>	<b>\$342,004.72</b>	<b>\$645,294.03</b>	<b>\$987,298.76</b>

**SAP 160-243-006 [15-04A] Funding Source Report**

Accounting No.	Funding Source	Amount Paid This Request	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
001	Municipal (MSAS > 5000)	203,962.48	168,215.19	166,371.56	211,577.44
002	Municipal (MSAS > 5000) - Falcon Heights	203,962.48	168,215.19	166,371.56	211,577.44
003	Local - Streets - Falcon Heights	35,666.12	99,478.67	99,478.67	35,666.12
004	Local - Storm Sewer	16,137.03	24,900.88	21,428.00	16,137.03
005	Local - Storm Sewer - Falcon Heights	16,137.03	24,900.88	21,428.00	16,137.03

006	Local - Street	0.00	0.00	0.00	0.00
007	Municipal (MSAS > 5000)	23,379.32	232,114.29	219,015.43	197,968.18
008	Sanitary Sewer Utility Fund	0.00	0.00	0.00	0.00
009	Water Utility Fund	146,049.58	290,970.78	261,217.51	298,235.52

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**Totals: \$645,294.04    \$1,008,795.89    \$955,310.73    \$987,298.77**

**CITY OF ROSEVILLE**

2660 Civic Center Dr

Roseville, MN 55113

Project No. SAP 160-243-006 [15-04A]

Pay Request No. 4

**SAP 160-243-006 [15-04A] Project Item Status**

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
<b>Base Bid</b>									
1	2021.501	MOBILIZATION	LS	\$42,200.00	1	0.25	\$10,550.00	1	\$42,200.00
53	2104.501	REMOVE WATER MAIN	L F	\$10.10	60	78.5	\$792.85	102.5	\$1,035.25
2	2104.501	REMOVE SEWER PIPE (STORM)	L F	\$10.10	70	9	\$90.90	9	\$90.90
3	2104.501	REMOVE CONCRETE CURB	L F	\$2.41	925	1200.5	\$2,893.21	1363.5	\$3,286.04
60	2104.501	REMOVE WATER SERVICE PIPE	L F	\$10.10	170	52	\$525.20	52	\$525.20
4	2104.503	REMOVE CONCRETE SIDEWALK	S F	\$3.52	200	538	\$1,893.76	560.36	\$1,972.47
5	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	\$14.12	30	29.8	\$420.78	29.8	\$420.78
6	2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	\$14.22	30	178.5	\$2,538.27	320.06	\$4,551.25
46	2104.505	REMOVE BITUMINOUS PATHWAY	S Y	\$12.21	26	137.7	\$1,681.32	137.7	\$1,681.32
7	2104.509	REMOVE CATCH BASIN	EACH	\$505.00	7	10	\$5,050.00	10	\$5,050.00
47	2104.509	REMOVE HANDHOLE	EACH	\$500.00	2	1	\$500.00	1	\$500.00
8	2104.511	SAWING CONCRETE PAVEMENT	L F	\$3.80	540	157	\$596.60	236	\$896.80
9	2104.513	SAWING BITUMINOUS PAVEMENT	L F	\$1.90	600	330	\$627.00	676	\$1,284.40
70	2104.523	SALVAGE CASTING	EACH	\$202.00	8	8	\$1,616.00	8	\$1,616.00
52	2104.523	SALVAGE HYDRANT & VALVE	EACH	\$915.00	4	4	\$3,660.00	4	\$3,660.00
34	2105.501	COMMON EXCAVATION (BITUMINOUS PAVEMENT RECLAMATION)	CY	\$12.04	1910	2244	\$27,017.76	2244	\$27,017.76
10	2105.507	SUBGRADE EXCAVATION	C Y	\$24.88	50	1220	\$30,353.60	1296.5	\$32,256.92
35	2112.501	AGGREGATE GRADING AND COMPACTION	STA	\$165.71	26.5	26.5	\$4,391.32	26.5	\$4,391.32
48	2112.501	AGGREGATE GRADING AND COMPACTION-PATHWAY	STA	\$70.78	25.5	25.5	\$1,804.89	25.5	\$1,804.89
11	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	\$130.00	36	29.5	\$3,835.00	29.5	\$3,835.00
12	2211.501	AGGREGATE BASE CLASS 5	TON	\$30.85	24	331.84	\$10,237.26	355.68	\$10,972.73
36	2232.501	EDGE MILL BITUMINOUS SURFACE	S Y	\$12.20	70	0	\$0.00	0	\$0.00

50	2232.501	MILL BITUMINOUS SURFACE (2.0")	S Y	\$1.07	17807	553.5	\$592.25	18353.5	\$19,638.25
37	2331.603	SAW AND SEAL CONTROL JOINT IN BITUMINOUS PAVEMENT	L F	\$3.00	3400	3285	\$9,855.00	3285	\$9,855.00
42	2331.604	BITUMINOUS PAVEMENT RECLAMATION-PATHWAY	SY	\$0.61	2268	2173	\$1,325.53	2173	\$1,325.53
38	2331.604	BITUMINOUS PAVEMENT RECLAMATION	S Y	\$0.88	10035	9606	\$8,453.28	9606	\$8,453.28
39	2331.609	BIT MIXTURE FOR PATCHING (MOD)	TON	\$165.32	10	7.28	\$1,203.53	32.88	\$5,435.72
13	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$2.82	1940	750	\$2,115.00	1600	\$4,512.00
74	2360.5	SPWEA330C NON-WEARING COURSE	TON	\$70.06	1270	1296.34	\$90,821.58	1296.34	\$90,821.58
75	2360.501	SPWEA330B WEARING COURSE MIX	TON	\$63.37	2165	0	\$0.00	1794.72	\$113,731.41
45	2360.501	TYPE SPWEA240B WEARING COURSE MIX DRIVEWAY	TON	\$142.57	10	12.75	\$1,817.77	12.75	\$1,817.77
49	2360.501	TYPE SPWEA240B WEARING COURSE MIX PATHWAY	TON	\$70.80	465	428.7	\$30,351.96	428.7	\$30,351.96
73	2360.501	TYPE SPWEA330C WEARING COURSE MIX	TON	\$69.89	1270	1374.61	\$96,071.49	1374.61	\$96,071.49
14	2503.511	12" RC PIPE SEWER	L F	\$52.60	70	9	\$473.40	9	\$473.40
69	2503.603	8" HDPE PIPE SEWER(DIRECTIONALLY DRILLED)	L F	\$64.90	180	0	\$0.00	0	\$0.00
56	2504.601	TEMPORARY WATER SERVICE	LS	\$22,000.00	1	0	\$0.00	1	\$22,000.00
61	2504.602	RECONNECT WATER SERVICE	EACH	\$538.00	17	16	\$8,608.00	16	\$8,608.00
57	2504.602	CONNECT TO EXISTING WATERMAIN (SPEC)	EACH	\$2,080.00	5	5	\$10,400.00	8	\$16,640.00
15	2504.602	INSTALL HYDRANT	EACH	\$4,770.00	4	4	\$19,080.00	4	\$19,080.00
44	2504.602	ADJUST GATE VALVE	EACH	\$230.92	16	11	\$2,540.12	16	\$3,694.72
62	2504.602	1" CORPORATION STOP	EACH	\$372.00	17	16	\$5,952.00	16	\$5,952.00
55	2504.602	6" GATE VALVE AND BOX	EACH	\$2,190.00	11	7	\$15,330.00	12	\$26,280.00
58	2504.603	INSTALL 6" DIP WATER MAIN	L F	\$55.10	60	110.5	\$6,088.55	110.5	\$6,088.55
63	2504.603	1" TYPE K COPPER PIPE	L F	\$41.50	170	52	\$2,158.00	52	\$2,158.00
54	2504.603	6" WATERMAIN HDPE (PIPE BURSTING)	LF	\$50.80	2650	567	\$28,803.60	2615	\$132,842.00
16	2504.604	4" POLYSTYRENE INSULATION	S Y	\$65.10	80	0	\$0.00	96	\$6,249.60
59	2504.608	WATERMAIN FITTINGS	LB	\$10.40	845	952	\$9,900.80	1021	\$10,618.40
66	2506.502	CONSTRUCT CATCH BASIN TYPE B OVER EXISTING PIPE	EACH	\$2,660.00	3	3	\$7,980.00	3	\$7,980.00
17	2506.502	CONSTRUCT MANHOLE TYPE B	EACH	\$3,210.00	3	3	\$9,630.00	3	\$9,630.00
18	2506.502	CONSTRUCT CATCH BASIN TYPE A	EACH	\$2,430.00	1	1	\$2,430.00	1	\$2,430.00
67	2506.502	CONSTRUCT CATCH BASIN TYPE B	EACH	\$2,660.00	5	6	\$15,960.00	6	\$15,960.00
68	2506.502	CONSTRUCT MANHOLE TYPE B OVER EXISTING PIPE	EACH	\$3,210.00	1	0	\$0.00	0	\$0.00

19	2506.503	RECONSTRUCT MANHOLE/CATCH BASIN	L F	\$415.00	7	5.6	\$2,324.00	15.6	\$6,474.00	
64	2506.521	MANHOLE CASTING R-1976	EACH	\$743.00	1	1	\$743.00	1	\$743.00	
43	2506.522	ADJUST CATCH BASIN FRAME AND RING	EA	\$331.00	10	3	\$993.00	10	\$3,310.00	
20	2506.522	ADJUST MANHOLE FRAME & RING	EACH	\$674.78	9	10	\$6,747.80	14	\$9,446.92	
21	2506.522	HANDHOLE TYPE-PVC METAL COVER	EACH	\$1,000.00	2	2	\$2,000.00	2	\$2,000.00	
51	2506.522	ADJUST MANHOLE (FITTED STEEL RING)	EACH	\$158.44	29	0	\$0.00	4	\$633.76	
22	2521.501	4" CONCRETE WALK	S F	\$6.75	150	0	\$0.00	0	\$0.00	
76	2521.501	6" CONCRETE SIDEWALK	S F	\$6.75	200	592	\$3,996.00	592	\$3,996.00	
23	2531.501	CONCRETE CURB & GUTTER DESIGN B618	L F	\$30.20	525	0	\$0.00	163	\$4,922.60	
24	2531.501	CONCRETE CURB & GUTTER DESIGN B624	L F	\$34.20	400	1045	\$35,739.00	1045	\$35,739.00	
25	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	S Y	\$78.50	30	163.3	\$12,819.05	163.3	\$12,819.05	
26	2531.618	TRUNCATED DOMES	S F	\$37.00	64	24	\$888.00	24	\$888.00	
27	2563.601	TRAFFIC CONTROL	LS	\$5,250.00	1	0.1	\$525.00	1	\$5,250.00	
71	2565.602	NMC LOOP DETECTOR 6'X6'	EACH	\$1,100.00	4	4	\$4,400.00	4	\$4,400.00	
72	2565.602	NMC LOOP DETECTOR 6'X12'	EACH	\$1,500.00	2	2	\$3,000.00	2	\$3,000.00	
28	2573.502	SILT FENCE, TYPE MACHINE SLICED	L F	\$3.75	400	400	\$1,500.00	400	\$1,500.00	
29	2573.530	STORM DRAIN INLET PROTECTION	EACH	\$206.90	30	10	\$2,069.00	30	\$6,207.00	
30	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	L F	\$3.75	400	140	\$525.00	140	\$525.00	
31	2575.505	SODDING TYPE SALT RESISTANT	S Y	\$12.00	1690	87	\$1,044.00	253.2	\$3,038.40	
32	2575.604	HYDROSEED WITH 6" TOPSOIL	S Y	\$9.10	5000	0	\$0.00	0	\$0.00	
65	2582.501	PAVT MSSG (RT ARROW) EPOXY	EACH	\$175.00	1	1	\$175.00	2	\$350.00	
40	2582.502	4" SOLID LINE WHITE-EPOXY	L F	\$0.41	5477	2377	\$974.57	5477	\$2,245.57	
41	2582.502	4" DOUBLE SOLID LINE YELLOW-EPOXY	L F	\$0.82	7181	2337	\$1,916.34	6937	\$5,688.34	
33	2582.503	CROSSWALK MARKING-EPOXY	S F	\$5.30	486	450	\$2,385.00	540	\$2,862.00	
<b>Totals For Section Base Bid:</b>								<b>\$583,781.34</b>		<b>\$943,786.33</b>
<b>Backsheet 1</b>										
91	2360.501	ASPHALT DENSITY INCENTIVE	LS	\$2,697.27	1	1	\$2,697.27	1	\$2,697.27	
<b>Totals For Backsheet 1:</b>								<b>\$2,697.27</b>		<b>\$2,697.27</b>
<b>Change Order 1</b>										
81	2504.602	WATER SERVICE SYSTEM	EACH	\$3,533.51	1	1	\$3,533.51	1	\$3,533.51	
<b>Totals For Change Order 1:</b>								<b>\$3,533.51</b>		<b>\$3,533.51</b>
<b>Change Order 2</b>										
84	2506.602	TELEWISE SANITARY SERVICE	LS	\$664.12	1	1	\$664.12	1	\$664.12	

<b>Totals For Change Order 2:</b>							<b>\$664.12</b>		<b>\$664.12</b>
<b>Change Order 3</b>									
85	2563.601	TRAFFIC CONTROL	LS	\$990.00	1	1	\$990.00	1	\$990.00
<b>Totals For Change Order 3:</b>							<b>\$990.00</b>		<b>\$990.00</b>
<b>Change Order 4</b>									
88	2021.501	MOBILIZATION	LS	\$7,975.00	1	1	\$7,975.00	1	\$7,975.00
87	2504.602	"8" GATE VALVE AND BOX"	EACH	\$2,597.99	1	1	\$2,597.99	1	\$2,597.99
86	2504.603	"8" WATERMAIN DUCTILE IRON CL 52"	L F	\$67.73	22	22	\$1,490.06	22	\$1,490.06
<b>Totals For Change Order 4:</b>							<b>\$12,063.05</b>		<b>\$12,063.05</b>
<b>Change Order 5</b>									
90	2504.601	TEMPORARY WATER SERVICE	LS	\$12,292.50	1	1	\$12,292.50	1	\$12,292.50
89	2504.603	TRACER WIRE CONNECTION BOX	LS	\$1,200.09	1	1	\$1,200.09	1	\$1,200.09
<b>Totals For Change Order 5:</b>							<b>\$13,492.59</b>		<b>\$13,492.59</b>
<b>Supplemental Agreement 1</b>									
79	2104.603	SAWCUT AND REMOVE BIT FOR CURB AND GUTTER PLACEMENT	L F	\$6.28	149.5	149.5	\$938.86	149.5	\$938.86
80	2506.603	REHABILITATE MANHOLE OR CATCH BASIN (INTERIOR)	EACH	\$1,520.00	8	8	\$12,160.00	8	\$12,160.00
<b>Totals For Supplemental Agreement 1:</b>							<b>\$13,098.86</b>		<b>\$13,098.86</b>
<b>Supplemental Agreement 2</b>									
82	2506.602	REMOVE STORM SEWER	LS	\$2,109.00	1	1	\$2,109.00	1	\$2,109.00
83	2506.602	INSTALL STORM SEWER	LS	\$4,836.76	1	1	\$4,836.76	1	\$4,836.76
<b>Totals For Supplemental Agreement 2:</b>							<b>\$6,945.76</b>		<b>\$6,945.76</b>
<b>Project Totals:</b>							<b>\$637,266.50</b>		<b>\$997,271.49</b>

**SAP 160-243-006 [15-04A] Contract Changes**

No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
SA1	Supplemental Agreement	6/9/2015	WHEREAS: THE UTILITY PORTION OF THE PROJECT WAS PLANNED TO INCLUDE MANHOLE/CATCH BASIN REHABILITATION. THE BID ITEM WAS INCLUDED IN SEGMENT 2 BUT NOT IN SEGMENT 1. ALSO, THE ITEM SAWCUT AND REMOVE BIT FOR CURB AND GUTTER PLACEMENT WAS INCLUDED IN SEGMENT 2, BUT NOT IN SEGMENT 1. NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AND UNDERSTOOD THAT: REHABILITATION WORK ON MANHOLES AND CATCH BASONS ON SEGMENT 1 SHOULD MATCH THE BID ITEM IN SEGMENT 2. ALSO THE SAWCUT AND REMOVE BIT FOR CURB AND GUTTER PLACEMENT SHOULD	\$13,098.86	\$13,098.86

			THE SAWCUT AND REMOVE BIT FOR CURB AND GUTTER PLACEMENT SHOULD MATCH THE BID ITEM IN SEGMENT 2.		
CO1	Change Order	9/21/2015	Additional water service work for 292 Minnesota Ave. Original locate was way off.	\$3,533.51	\$3,533.51
SA2	Supplemental Agreement	10/28/2015	WHEREAS: AFTER BITUMINOUS WAS REMOVED TO THE CONSTRUCTION LIMITS AT ROSELAWN AVENUE AND MID OAKS LANE (EASTERLY), A VOID WAS DISCOVERED CAUSED BY A DAMAGED 12" RCP STORM PIPE. WHEREAS: THE ENGINEER DETERMINED THAT THE DAMAGED PIPE WILL BE REMOVED AND REPLACED. NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AND UNDERSTOOD THAT: PAYMENT FOR THIS WORK WILL BE AT THE NEGOCIATED LUMP SUM.	\$6,945.76	\$6,945.76
CO2	Change Order	11/4/2015	As a precaution, we requested that Park Construction Co. arrange for the sanitary services of the following homes be televised. 1589 Roselawn Ave W, 10 Mid Oaks Lane, and 11 Mid Oaks Lane. These sanitary services are in close proximity to the water main that was pipe bursting on Roselawn Avenue.	\$664.12	\$664.12
CO3	Change Order	1/12/2016	Additional traffic control signs requested by the city of Roseville for Roselawn Avenue.	\$990.00	\$990.00
CO4	Change Order	1/15/2016	The scope of the project was changed to include directional boring in the right of way west of Snelling Avenue and south of County Road C2, adjacent to the new Pizza Luce Restaurant. The original contract does not include line items for these quantities.	\$12,063.05	\$12,063.05
CO5	Change Order	1/15/2016	The scope of the project was changed to include "Snake Pit" Tracer Boxes for the new water main tracer wires on Roselawn Avenue. This change order also includes the cost of additional temporary water on Snelling Avenue. The original contract does not include a line items for these quantities.	\$13,492.59	\$13,492.59
BK1	Backsheet	1/21/2016	Density Incentive	\$2,697.27	\$2,697.27
<b>Contract Change Totals:</b>				<b>\$53,485.16</b>	<b>\$53,485.16</b>





# CITY OF ROSEVILLE

2660 Civic Center Dr  
Roseville, MN 55113

Project SAP 160-243-006 [15-04B] - 2015 Pavement Management Project - Seg 2  
Pay Request No. 4

Contractor: Park Construction Co.  
1481 81st Avenue NE  
Minneapolis, MN 55432

Contract No. 15-04  
Vendor No. N/A  
For Period: 10/1/2015 - 1/21/2016  
Warrant # \_\_\_\_\_ Date \_\_\_\_\_

### Contract Amounts

Original Contract	\$1,357,465.30
Contract Changes	\$216,615.95
Revised Contract	\$1,574,081.25

### Work Certified To Date

Base Bid Items	\$1,282,199.51
Backsheet	\$0.00
Change Order	\$198,987.09
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
<b>Total</b>	<b>\$1,481,186.60</b>

### Funds Encumbered

Original	\$1,357,465.30
Additional	N/A
<b>Total</b>	<b>\$1,357,465.30</b>

	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SAP 160-243-006 [15-04B]	\$838,676.68	\$1,481,186.60	\$14,811.87	\$610,384.42	\$855,990.31	\$1,466,374.73
Percent Retained: 1%				Percent Complete: 94.0985%		
<b>Amount Paid This Pay Request</b>					<b>\$855,990.31</b>	

**SAP 160-243-006 [15-04B] Payment Summary**

No.	From Date	To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	05/18/2015	06/08/2015	\$318,923.37	\$15,946.17	\$302,977.20
2	06/09/2015	06/25/2015	\$101,742.09	\$5,087.10	\$96,654.99
3	06/26/2015	09/30/2015	\$221,844.46	\$11,092.23	\$210,752.23
4	10/01/2015	01/21/2016	\$838,676.68	(\$17,313.63)	\$855,990.31

**Totals: \$1,481,186.60                      \$14,811.87                      \$1,466,374.73**

**SAP 160-243-006 [15-04B] Funding Category Report**

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
002	98,548.23	985.48	20,472.50	77,090.25	97,562.75
006	8,250.00	82.50	0.00	8,167.50	8,167.50
007	363,763.49	3,637.64	104,224.13	255,901.72	360,125.85
008	1,010,624.89	10,106.25	485,687.79	514,830.84	1,000,518.64

**Totals: \$1,481,186.60                      \$14,811.87                      \$610,384.42                      \$855,990.31                      \$1,466,374.73**

**SAP 160-243-006 [15-04B] Funding Source Report**

Accounting No.	Funding Source	Amount Paid This Request	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
003	Local - Street	514,830.84	1,021,781.18	918,934.80	1,000,518.64
004	Local - Storm Sewer	77,090.25	143,082.13	109,388.80	97,562.75
008	Sanitary Sewer Utility Fund	8,167.50	10,590.00	10,590.00	8,167.50
009	Water Utility Fund	255,901.72	398,627.94	318,551.70	360,125.85

**Totals: \$855,990.31                      \$1,574,081.25                      \$1,357,465.30                      \$1,466,374.73**

**CITY OF ROSEVILLE**

2660 Civic Center Dr  
Roseville, MN 55113

Project No. SAP 160-243-006 [15-04B]

Pay Request No. 4

<b>SAP 160-243-006 [15-04B] Project Item Status</b>									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
<b>Base Bid</b>									
1	2021.501	MOBILIZATION	LS	\$39,600.00	1	0	\$0.00	1	\$39,600.00
49	2104.501	REMOVE WATER MAIN	L F	\$7.60	2472	2482	\$18,863.20	2623	\$19,934.80
2	2104.501	REMOVE SEWER PIPE (STORM)	L F	\$10.10	258	245	\$2,474.50	245	\$2,474.50
3	2104.501	REMOVE CONCRETE CURB	L F	\$5.25	1545	-60.5	(\$317.63)	763.5	\$4,008.38
54	2104.501	REMOVE WATER SERVICE PIPE	L F	\$5.05	620	267	\$1,348.35	277	\$1,398.85
4	2104.503	REMOVE CONCRETE SIDEWALK	S F	\$4.88	243	0	\$0.00	0	\$0.00
5	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	\$14.12	45	37.6	\$530.91	37.6	\$530.91
6	2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	\$12.24	45	0	\$0.00	0	\$0.00
7	2104.509	REMOVE CATCH BASIN	EACH	\$505.00	2	3	\$1,515.00	5	\$2,525.00
8	2104.511	SAWING CONCRETE PAVEMENT	L F	\$3.80	1100	-4	(\$15.20)	236	\$896.80
9	2104.513	SAWING BITUMINOUS PAVEMENT	L F	\$1.90	1100	4	\$7.60	13	\$24.70
60	2104.523	SEWER PIPE CROSSING	EACH	\$787.00	7	7	\$5,509.00	7	\$5,509.00
10	2104.523	SALVAGE CASTING	EACH	\$202.00	2	2	\$404.00	3	\$606.00
48	2104.523	SALVAGE HYDRANT & VALVE	EACH	\$505.00	7	8	\$4,040.00	8	\$4,040.00
59	2104.603	SAWCUT AND REMOVE BIT FOR CURB AND GUTTER PLACEMENT	L F	\$6.28	1285	-171.5	(\$1,077.02)	654.5	\$4,110.26
58	2105.501	SALVAGE AND PLACE RECLAIMED AGGREGATE (LV)	CY	\$9.09	600	517.92	\$4,707.89	517.92	\$4,707.89
35	2105.501	COMMON EXCAVATION (BITUMINOUS PAVEMENT RECLAMATION)	CY	\$12.20	1280	601.28	\$7,335.62	921.28	\$11,239.62
36	2112.501	AGGREGATE GRADING AND COMPACTION	STA	\$163.08	26	0	\$0.00	0	\$0.00
11	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	\$130.00	41	29.5	\$3,835.00	29.5	\$3,835.00
12	2211.501	AGGREGATE BASE CLASS 5	TON	\$30.86	45	210.83	\$6,506.21	210.83	\$6,506.21

37	2232.501	EDGE MILL BITUMINOUS SURFACE	S Y	\$11.69	26	0	\$0.00	0	\$0.00
46	2232.501	MILL BITUMINOUS SURFACE (2.0")	S Y	\$1.07	47138	13737.56	\$14,699.19	53770.56	\$57,534.50
38	2331.603	SAW AND SEAL CONTROL JOINT IN BITUMINOUS PAVEMENT	L F	\$3.00	1950	2775	\$8,325.00	2775	\$8,325.00
39	2331.604	BITUMINOUS PAVEMENT RECLAMATION	S Y	\$0.98	8300	4150	\$4,067.00	8300	\$8,134.00
40	2331.609	BIT MIXTURE FOR PATCHING (MOD)	TON	\$136.86	72	8.91	\$1,219.42	8.91	\$1,219.42
13	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$2.82	3925	1650	\$4,653.00	3925	\$11,068.50
45	2360.501	TYPE SPWEA240B WEARING COURSE MIX DRIVEWAY	TON	\$142.48	8	0	\$0.00	0	\$0.00
62	2360.501	TYPE SPWEA230B WEARING COURSE MIX	TON	\$62.37	5700	1315.73	\$82,062.08	6003.77	\$374,455.13
74	2360.501	TYPE SPWEA330C WEARING COURSE MIX	TON	\$70.06	2000	1817.39	\$127,326.34	1817.39	\$127,326.34
61	2451.607	PIPE BEDDING MATERIAL	C Y	\$30.30	370	100.69	\$3,050.91	100.69	\$3,050.91
14	2503.511	12" RC PIPE SEWER	L F	\$48.50	20	-1	(\$48.50)	9	\$436.50
64	2503.511	21" RC PIPE SEWER	L F	\$57.00	238	244	\$13,908.00	244	\$13,908.00
68	2503.602	SANITARY SEWER SERVICE	EACH	\$1,890.00	6	5	\$9,450.00	5	\$9,450.00
77	2503.602	SANITARY SEWER SERVICE - EXTRA DEPTH	EACH	\$3,170.00	2	0	\$0.00	0	\$0.00
15	2503.602	CONNECT TO EXISTING STRUCTURE	EACH	\$1,830.00	5	5	\$9,150.00	5	\$9,150.00
63	2503.603	15" HDPE DIRECTIONAL BORE	LF	\$165.00	308	0	\$0.00	0	\$0.00
73	2503.603	SANITARY SEWER SPOT REPAIR	L F	\$125.00	34	66	\$8,250.00	66	\$8,250.00
16	2503.603	12" HDPE PIPE SEWER	L F	\$59.40	145	161	\$9,563.40	161	\$9,563.40
51	2504.601	TEMPORARY WATER SERVICE	LS	\$10,200.00	2	0	\$0.00	2	\$20,400.00
67	2504.602	REMOVE AND REPLACE GATE VALVE BOX	EACH	\$1,680.00	1	1	\$1,680.00	1	\$1,680.00
55	2504.602	RECONNECT WATER SERVICE	EACH	\$281.00	62	61	\$17,141.00	63	\$17,703.00
52	2504.602	CONNECT TO EXISTING WATERMAIN (SPEC)	EACH	\$2,080.00	8	0	\$0.00	8	\$16,640.00
17	2504.602	INSTALL HYDRANT	EACH	\$3,950.00	7	4	\$15,800.00	8	\$31,600.00
44	2504.602	ADJUST GATE VALVE	EACH	\$230.92	16	8	\$1,847.36	18	\$4,156.56
65	2504.602	0.75" CORPORATION STOP	EACH	\$586.00	60	61	\$35,746.00	63	\$36,918.00
56	2504.602	1" CORPORATION STOP	EACH	\$597.00	2	0	\$0.00	0	\$0.00
50	2504.602	6" GATE VALVE AND BOX	EACH	\$1,450.00	12	4	\$5,800.00	16	\$23,200.00
75	2504.603	INSTALL 6" DIP HYDRANT LEAD	LF	\$42.90	105	51	\$2,187.90	103	\$4,418.70
76	2504.603	INSTALL 6" DIP WATER MAIN	L F	\$41.00	2472	2379	\$97,539.00	2520	\$103,320.00
66	2504.603	3/4" TYPE K COPPER PIPE	L F	\$40.40	600	267	\$10,786.80	277	\$11,190.80
57	2504.603	1" TYPE K COPPER PIPE	L F	\$41.50	20	0	\$0.00	0	\$0.00

57	2504.603	1" TYPE K COPPER PIPE	L F	\$41.50	20	0	\$0.00	0	\$0.00
18	2504.604	4" POLYSTYRENE INSULATION	S Y	\$65.40	20	0	\$0.00	0	\$0.00
53	2504.608	WATERMAIN FITTINGS	LB	\$6.35	680	214	\$1,358.90	598	\$3,797.30
70	2506.5	MANHOLE TYPE C EXTRA DEPTH	LF	\$318.00	2	0.5	\$159.00	0.5	\$159.00
69	2506.502	CONSTRUCT MANHOLE TYPE C OVER EXISTING PIPE	EACH	\$5,200.00	1	1	\$5,200.00	1	\$5,200.00
19	2506.502	CONSTRUCT CATCH BASIN TYPE A	EACH	\$3,050.00	4	3	\$9,150.00	5	\$15,250.00
20	2506.503	RECONSTRUCT MANHOLE/CATCH BASIN	L F	\$415.00	15.5	-3.3	(\$1,369.50)	20.7	\$8,590.50
43	2506.522	ADJUST CATCH BASIN FRAME AND RING	EA	\$331.00	56	6	\$1,986.00	62	\$20,522.00
21	2506.522	ADJUST MANHOLE FRAME & RING	EACH	\$674.77	16	17	\$11,471.09	21	\$14,170.17
47	2506.522	ADJUST MANHOLE (FITTED STEEL RING)	EACH	\$158.44	52	8	\$1,267.52	23	\$3,644.12
22	2506.602	CONNECT INTO EXISTING STRUCTURE	EACH	\$1,830.00	5	5	\$9,150.00	5	\$9,150.00
71	2506.603	REHABILITATE MANHOLE OR CATCH BASIN (INTERIOR)	EACH	\$1,520.00	20	8	\$12,160.00	28	\$42,560.00
23	2521.501	4" CONCRETE WALK	S F	\$7.05	243	0	\$0.00	0	\$0.00
24	2531.501	CONCRETE CURB & GUTTER DESIGN B618	L F	\$29.40	1245	1324.5	\$38,940.30	1843	\$54,184.20
25	2531.501	CONCRETE CURB & GUTTER DESIGN B624	L F	\$35.70	300	0	\$0.00	0	\$0.00
26	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	S Y	\$81.30	45	32	\$2,601.60	32	\$2,601.60
27	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	S Y	\$91.30	45	0	\$0.00	0	\$0.00
28	2531.618	TRUNCATED DOMES	S F	\$37.00	32	0	\$0.00	0	\$0.00
29	2563.601	TRAFFIC CONTROL	LS	\$5,250.00	1	0.1	\$525.00	1	\$5,250.00
30	2573.502	SILT FENCE, TYPE MACHINE SLICED	L F	\$3.75	1000	0	\$0.00	0	\$0.00
31	2573.530	STORM DRAIN INLET PROTECTION	EACH	\$181.00	93	32	\$5,792.00	118	\$21,358.00
32	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	L F	\$3.75	400	40	\$150.00	40	\$150.00
33	2575.505	SODDING TYPE SALT RESISTANT	S Y	\$18.60	3135	2087	\$38,818.20	2343.6	\$43,590.96
41	2582.502	4" SOLID LINE WHITE-EPOXY	L F	\$0.41	150	8945	\$3,667.45	9062	\$3,715.42
42	2582.502	4" DOUBLE SOLID LINE YELLOW-EPOXY	L F	\$0.82	2930	0	\$0.00	2928	\$2,400.96
34	2582.503	CROSSWALK MARKING-EPOXY	S F	\$5.30	288	0	\$0.00	162	\$858.60
72	2582.603	24" STOP LINE WHITE-EPOXY (WR)	L F	\$15.00	24	0	\$0.00	0	\$0.00
<b>Totals For Section Base Bid:</b>							<b>\$680,898.89</b>		<b>\$1,282,199.51</b>
<b>Change Order 1</b>									
78	2104.501	REMOVE CONCRETE CURB	L F	\$5.25	171.5	171.5	\$900.38	171.5	\$900.38
79	2104.511	SAWING CONCRETE PAVEMENT	L F	\$3.80	75	75	\$285.00	75	\$285.00
86	2104.603	SAWCUT AND REMOVE BIT FOR CURB AND GUTTER PLACEMENT	L F	\$6.28	171.5	171.5	\$1,077.02	171.5	\$1,077.02

85	2232.501	MILL BITUMINOUS SURFACE (2.0")	S Y	\$1.07	10418	10418	\$11,147.26	10418	\$11,147.26
80	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$2.82	425	425	\$1,198.50	425	\$1,198.50
87	2360.501	TYPE SPWEA230B WEARING COURSE MIX	TON	\$62.37	1221.19	1221.19	\$76,165.62	1221.19	\$76,165.62
81	2506.503	RECONSTRUCT MANHOLE/CATCH BASIN	L F	\$415.00	1.7	6.05	\$2,510.75	6.05	\$2,510.75
84	2506.522	ADJUST CATCH BASIN FRAME AND RING	EA	\$331.00	12	12	\$3,972.00	12	\$3,972.00
82	2531.501	CONCRETE CURB & GUTTER DESIGN B618	L F	\$29.40	171.5	171.5	\$5,042.10	171.5	\$5,042.10
83	2573.530	STORM DRAIN INLET PROTECTION	EACH	\$181.00	13	13	\$2,353.00	13	\$2,353.00
<b>Totals For Change Order 1:</b>							<b>\$104,651.63</b>		<b>\$104,651.63</b>
<b>Change Order 2</b>									
88	2101.502	CLEARING	TREE	\$1,650.00	1	0	\$0.00	1	\$1,650.00
<b>Totals For Change Order 2:</b>							<b>\$0.00</b>		<b>\$1,650.00</b>
<b>Change Order 3</b>									
89	2503.603	15" HDPE DIRECTIONAL BORE	LF	\$13,800.00	1	0	\$0.00	1	\$13,800.00
<b>Totals For Change Order 3:</b>							<b>\$0.00</b>		<b>\$13,800.00</b>
<b>Change Order 4</b>									
90	2504.603	"6" WATERMAIN HDPE (DIRECTIONAL DRILLED)"	L F	\$25,759.31	1	-0.75445	(\$19,434.11)	0.24555	\$6,325.20
<b>Totals For Change Order 4:</b>							<b>(\$19,434.11)</b>		<b>\$6,325.20</b>
<b>Change Order 5</b>									
91	2503.603	15" HDPE DIRECTIONAL BORE	LF	\$1,380.00	1	1	\$1,380.00	1	\$1,380.00
<b>Totals For Change Order 5:</b>							<b>\$1,380.00</b>		<b>\$1,380.00</b>
<b>Change Order 6</b>									
93	2104.601	REMOVE MISCELLANEOUS DEBRIS	LS	\$810.00	1	1	\$810.00	1	\$810.00
92	2506.602	REPAIR STORM SEWER	LS	\$1,754.33	1	1	\$1,754.33	1	\$1,754.33
94	2506.602	MINOR GRADING AND TOPSOIL	LS	\$2,611.50	1	1	\$2,611.50	1	\$2,611.50
<b>Totals For Change Order 6:</b>							<b>\$5,175.83</b>		<b>\$5,175.83</b>
<b>Change Order 7</b>									
95	2504.603	8" WATER MAIN DIRECTIONAL BORE	LS	\$20,625.00	1	1	\$20,625.00	1	\$20,625.00
<b>Totals For Change Order 7:</b>							<b>\$20,625.00</b>		<b>\$20,625.00</b>
<b>Change Order 8</b>									
96	2101.511	CLEARING AND GRUBBING	LS	\$550.00	1	1	\$550.00	1	\$550.00
<b>Totals For Change Order 8:</b>							<b>\$550.00</b>		<b>\$550.00</b>
<b>Change Order 9</b>									

97	2231.501	STREET PATCH RELATED TO DIRECTIONAL BORING	LS	\$15,368.40	1	1	\$15,368.40	1	\$15,368.40
<b>Totals For Change Order 9:</b>							<b>\$15,368.40</b>		<b>\$15,368.40</b>
<b>Change Order 10</b>									
100	2503.602	LOWER SERVICE LEAD	EACH	\$2,110.33	1	1	\$2,110.33	1	\$2,110.33
98	2506.502	CONSTRUCT MANHOLE TYPE C	EACH	\$5,857.50	1	1	\$5,857.50	1	\$5,857.50
99	2506.502	CONSTRUCT MANHOLE TYPE C	EACH	\$5,280.00	1	1	\$5,280.00	1	\$5,280.00
<b>Totals For Change Order 10:</b>							<b>\$13,247.83</b>		<b>\$13,247.83</b>
<b>Change Order 11</b>									
103	2105.601	EXCAVATION SPECIAL 1	LS	\$3,219.71	1	1	\$3,219.71	1	\$3,219.71
104	2105.601	EXCAVATION SPECIAL 1	LS	\$2,163.15	1	1	\$2,163.15	1	\$2,163.15
105	2105.601	EXCAVATION SPECIAL 1	LS	\$1,996.06	1	1	\$1,996.06	1	\$1,996.06
101	2504.601	TEMPORARY WATER SERVICE	LS	\$1,876.78	1	1	\$1,876.78	1	\$1,876.78
102	2504.603	6" WATER MAIN DIRECTIONAL BORE	LS	\$6,957.50	1	1	\$6,957.50	1	\$6,957.50
<b>Totals For Change Order 11:</b>							<b>\$16,213.20</b>		<b>\$16,213.20</b>
<b>Project Totals:</b>							<b>\$838,676.67</b>		<b>\$1,481,186.60</b>

### **SAP 160-243-006 [15-04B] Contract Changes**

No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
CO1	Change Order	6/9/2015	The Contract scope has changed. The Engineer has added additional streets to the project. The contractor has agreed to expand the project with the extension of Chatsworth Street and the addition of segments of Rose Place, Dellwood St., Fernwood St., Fernwood Ct. and Dunlap St.	\$102,846.38	\$104,651.63
CO2	Change Order	8/27/2015	A tree removal	\$1,650.00	\$1,650.00
CO3	Change Order	9/21/2015	Cost to begin the installation of 16" storm sewer at 899 Millwood Ave.	\$13,800.00	\$13,800.00
CO4	Change Order	9/21/2015	Digging and partial directional boring on West Snelling Service Road north of Roselawn. The intention was to install a new 6" water main in the center of the road. During construction an existing water main was discovered, making a new water main unnecessary. Work was halted when the existing water main was found.	\$25,759.31	\$6,325.20
CO5	Change Order	9/28/2015	10% markup for directional bore for 899 Millwood Ave (adjustment for CO3)	\$1,380.00	\$1,380.00
CO6	Change	10/21/2015	Repair manhole M15-05 in front of 1243 Draner Avenue	\$5,175.83	\$5,175.83

CO#	Order	DATE	DESCRIPTION	AMOUNT	AMOUNT
CO7	Change Order	8/17/2015	Pizza Luce 8" water main directional boring.	\$20,625.00	\$20,625.00
CO8	Change Order	1/12/2016	Cost of removing brush and debris related to the new storm sewer work behind 1706 Ryan Ave.	\$550.00	\$550.00
CO9	Change Order	1/12/2016	Street patching and base work related to directional boring on Snelling Service Drive.	\$15,368.40	\$15,368.40
CO10	Change Order	1/15/2016	This change order is for the replacement of storm sewer structures on Millwood Avenue.	\$13,247.83	\$13,247.83
CO11	Change Order	1/15/2016	This change order is for the cost of work excavation work related to directional boring on West Snelling Service Road north of Roselawn and for excavation work related to water services on Draper Avenue. Northdale dug a receiving pit for the directional boring and discovered the existing 6" water main. Northdale needed to dig down to two water services on Draper Avenue for testing.	\$16,213.20	\$16,213.20
<b>Contract Change Totals:</b>				<b>\$216,615.95</b>	<b>\$198,987.09</b>





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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	February 10 , 2016
<b>Agenda Item</b>	Consent F3
<b>Attachment</b>	Quote
<b>Submitted By</b>	Tim Pittman, Director of Public Works

<b>Item</b>	Sanitary Sewer Cleaning Program
<b>Description</b>	<p>The City of Falcon Heights started a sanitary sewer cleaning/televising program in 2007. This is a rotating program. Every 3 years the complete system is cleaned and televised. Half of the City is cleaned in year 1, the other half of the City is cleaned in year 2 and the entire system is cleaned and televised in year 3. This program has minimized, if not eliminated sewer back-ups that can be costly to the City of Falcon Heights. This program is also recommended by our liability insurer, The League of Minnesota Cities Insurance Trust.</p> <p>In the past, the City has bid/approved these services only on an annual basis. In April 24, 2014 the City started to bid this as a 3 year contract (2014, 2015, and 2016). American Environmental has continually been the lowest bidder and has completed these services since this program started. Because of this, they know our system and have the necessary software in place to complete these services in a timely and cost effective manner. The City has 66,458 LF of sanitary sewer.</p> <p>LMNC Handbook Chapter 23:          Cities are not required to follow the competitive bidding process when contracting for professional services, such as those of doctors, engineers, lawyers, architects, and accountants as well as other services requiring technical, scientific, or professional training like refuse hauling and janitorial services.</p> <p><b><u>Cost Breakdown</u></b>          2017 Cleaning: \$0.49 per LF          2018 Cleaning: \$0.54 per LF          2019 Cleaning and Televising: \$1.07 per LF</p>
<b>Budget Impact</b>	<p>The City has in the past and will continue to budget (Sanitary Sewer Fund 601) in the future for the 3 year cycle of cleaning and televising the sewer.</p> <p>-2017: \$18,000          -2018: \$17,000          -2019: \$72,000</p>
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• Quote from American Environmental LLC</li> </ul>

<b>Action(s) Requested</b>	It is staff's recommendation to approve the 3 year contract for 2017, 2018 and 2019 for the cleaning and televising of the sanitary sewer system with American Environmental LLC. The proposal includes cleaning half the City in 2017 and half 2018. In 2019, the whole system will be cleaned and televised.
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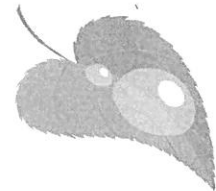
12-18, 2015

American

3086 Walden Drive Chaska, MN 55318  
612-226-0516 Phone

Environmental LLC

## Project Bid



Prepared for:

Tim Pitman

Public Works Dept.

City of Falcon Height, MN

### Description of Work

**Cleaning half of the town's sanitary sewers for 2017.**

Price per LF: \$ .50

**Cleaning half of the town's sanitary sewers for 2018.**

Price per LF: \$ .55

**Cleaning and Televising the whole towns sanitary sewers for 2019.**

Price per LF: \$ 1.18

Root cutting, and obstruction removal will be completed upon approval from the city on a per hour rate.

Acceptance of Bid:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. **DUE UPON COMPLETION.**

Notice of Lien Rights:

Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company has not been paid for the contributions.

Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or materials for the improvement and who gave you timely notice.

Signer/Owner: \_\_\_\_\_ . Date: \_\_\_\_\_ .



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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	February 10, 2016
<b>Agenda Item</b>	Consent F4
<b>Attachment</b>	Recreation Agreement & Resolution
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	Recreation Agreement with the City of Lauderdale
<b>Description</b>	<p>The City of Lauderdale does not offer recreation programs to their residents. In 2009, Lauderdale asked Falcon Heights Parks and Recreation to offer programs to their residents at a residential rate. In return, Lauderdale provides facility and park space for Falcon Heights Parks and Recreation programs.</p> <p>At the end of each year, Falcon Heights invoices Lauderdale the difference in resident rate and non-residential rate for each registrant that participate in a program that is provide at a Falcon Heights facility. The agreement is updated annually.</p>
<b>Budget Impact</b>	With more sites available for programming, registration revenue in the recreation budget increases.
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• Recreation Services Agreement</li> <li>• Resolution 16-07 Approving Agreement to Provide Recreation Programs for the City of Lauderdale</li> </ul>
<b>Action(s) Requested</b>	Staff recommends that the Falcon Heights City Council adopt the Recreation Agreement with the City of Lauderdale.

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**City of Falcon Heights  
City of Lauderdale**

**Recreation Agreement**

THIS AGREEMENT is effective March 1, 2016 through December 31, 2016, by and between the City of Lauderdale, 1891 Walnut Street ~ Lauderdale, MN 55113, and the City of Falcon Heights, 2077 W. Larpenteur Ave ~ Falcon Heights, Minnesota 55113. Falcon Heights agrees to provide recreation programs within the City of Lauderdale. Lauderdale agrees to provide facility space for the programs.

The Cities of Lauderdale and Falcon Heights agree to the following obligations:

**1. Falcon Heights agrees to:**

- Provide recreation programs and experiences to Lauderdale residents for the same fee as paid by Falcon Heights' residents. Lauderdale will reimburse Falcon Heights the difference between the resident and non-resident rate for recreation programs and experiences held at Falcon Heights' facilities. Lauderdale will not reimburse Falcon Heights if the programs are held at Lauderdale facilities.
- Coordinate registration, supervision, and program curriculum appropriate for the recreation program.
- The recreation programs held at Lauderdale City Hall will include, but not be limited to, Tae Kwon Do, Boot Camp, and Yoga.
- Provide program staff, program supplies and equipment, and program maintenance support for the agreed upon recreation program.

**2. Lauderdale agrees to:**

- Provide program space at Lauderdale City Hall and at Lauderdale Community Park. The City of Lauderdale agrees to provide regular facility and park maintenance such as sweeping the floor and supplying tables requested by Falcon Heights.
- Provide facilities access and keys to Falcon Heights Park and Recreation Staff.

***Liability***

Falcon Heights shall defend and indemnify Lauderdale and its employees, officers, volunteers and agents for any claims against Lauderdale arising from Falcon Heights's performance or failure to perform its duties under this Agreement.

Lauderdale shall defend and indemnify Falcon Heights and its employees, officers, volunteers and agents for any claims against Falcon Heights arising from Lauderdale's performance or failure to perform its duties under this Agreement.

Under no circumstances, however, shall a party be required to pay on behalf of itself and the other party, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The limits of liability for the parties may not be added together to determine the maximum amount of liability for any party.

Employees of Falcon Heights and Lauderdale shall remain employees of their respective cities regardless of where services are provided under this Agreement. Each party shall be responsible for injuries to or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing services pursuant to this Agreement. Each party waives the right to sue the other party for any workers' compensation benefits paid to its own employees or their dependants, even if the injuries were caused wholly or partially by the negligence of the other party.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

**City of Falcon Heights**

**City of Lauderdale**

\_\_\_\_\_  
Mayor Peter Lindstrom

\_\_\_\_\_  
Mayor Jeffrey Dains

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

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

\_\_\_\_\_  
City Administrator  
Sack Thongvanh

\_\_\_\_\_  
City Administrator  
Heather Butkowski

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

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



**CITY OF FALCON HEIGHTS  
COUNCIL RESOLUTION**

February 10, 2016

No. 16-07

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**RESOLUTION APPROVING AGREEMENT TO PROVIDE RECREATION  
PROGRAMS FOR THE CITY OF LAUDERDALE**

**WHEREAS**, the City of Falcon Heights provides recreation programs for our residents; and

**WHEREAS**, the City of Lauderdale would like to participate in the recreation programs provided by the City of Falcon Heights; and

**WHEREAS**, the City of Lauderdale agrees to reimburse the City of Falcon Heights according to the terms and conditions of the attached Recreation Agreement; and

**NOW THEREFORE BE IT RESOLVED** by the City Council of Falcon Heights, Minnesota:

1. Approve the Recreation Agreement with the City of Lauderdale.
2. Authorize the Mayor and City Administrator to execute all necessary documents.

---

Moved by:

Approved by: \_\_\_\_\_  
Peter Lindstrom  
Mayor

LINDSTROM \_\_\_\_\_ In Favor  
BROWN THUNDER \_\_\_\_\_  
HARRIS \_\_\_\_\_ Against  
FISCHER \_\_\_\_\_  
GUSTAFSON \_\_\_\_\_

Attested by: \_\_\_\_\_  
Sack Thongvanh  
City Administrator

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**The City That Soars!**

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	February 10, 2016
<b>Agenda Item</b>	Policy G1
<b>Attachment</b>	Cover Letter, Agreement, & Resolution
<b>Submitted By</b>	Jesse Freihammer, City Engineer

<b>Item</b>	Approve Minnesota Department of Transportation Master Partnership Contract
<b>Description</b>	<p>The City of Falcon Heights and the Minnesota Department of Transportation (MnDOT) work together on a variety of projects and routinely provide services to one another. MnDOT currently provides numerous services to the city such as construction testing, engineering review and other services.</p> <p>The attached letter (Attachment A) from MnDOT explains how the Master Partnership Contract (Attachment B) provides a framework for services to be rendered between the City and MnDOT. Many services MnDOT provides the City currently, including signal repair and material testing, are covered in this agreement with no need for work orders. The current system MnDOT uses called TA99 process is changing and the City would have to complete a new letter for each services request. The Master Partnership Contract allows this process to be expedited as some routine services are covered in the contract and others can be executed through a work order signed by the City Administrator. The Master Partnership Contract will allow the City and MnDOT to provide better service more efficiently to each other without the need for individual contracts for each service provided.</p> <p>According to the resolution, the City Administrator would be the designated authority to sign work orders for work not covered in the Master Partner Contract. Work orders would be needed for professional services, roadway maintenance, and construction administration or emergency services provided by either party. The Master Partnership Contract has an expiration date of June 30, 2017 or upon 30 day written notice of either party.</p>
<b>Budget Impact</b>	There are no costs for this agreement.
<b>Attachment</b>	<ul style="list-style-type: none"> <li>• Cover Letter</li> <li>• MnDOT Master Partnership Contract</li> <li>• Resolution 16-08 Entering into Master Partnership Contract with MnDOT</li> </ul>
<b>Action(s) Requested</b>	Staff would recommend approve the attached resolution, entering into a Master Partnership Contract with the Minnesota Department of Transportation.

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Minnesota Department of Transportation  
 Metro District  
 Office of State Aid  
 1500 West County Rd B2  
 Roseville, MN 55113-3174

Telephone: 651-234-7773  
[sharon.lemay@state.mn.us](mailto:sharon.lemay@state.mn.us)

To: Local Agency

RE: **Proposed Master Partnership Contract**

Attached is a proposed master partnership contract along with a sample City Resolution.

The Master Partnership Contract provides a framework for Mn/DOT and Local Agencies to provide payment to each other for services rendered. A few routine services are included in the contract and all other services are accomplished through the execution of work orders.

If acceptable, please print 3 copies and arrange to have the Master Contract presented to your City Council for their approval and execution. Please ensure that the original signatures of the officials authorized to execute this contract on their behalf are obtained on all four copies of the agreement. A signature acknowledgment must be included either on the signature page or attached as a separate document. (It is suggested that all signers use blue ink so that the original signatures are obvious and will not be mistaken for photo copies.) Please provide signatures only under the **Local Government** heading.

Also required is a new resolution passed by the City Council authorizing its officials to sign and execute the agreement on its behalf. **(Only the named officials may sign the agreement: if anyone else signs in the named official's place, the agreement will not be executed.)** This resolution must contain the notarized signature of the individual certifying the resolution. Sample forms and language are enclosed with this letter. Please provide three original versions of a resolution including signatures and City/County stamp.

Work Orders do not need City Council approval unless the City Council stipulates that in their resolution. Generally only the City Engineer needs to sign Work Orders.

To expedite the approval process, the executed agreements and resolutions should be returned to me to obtain further signatures. Please note that no work shall be performed by Mn/DOT personnel until the full execution of the agreement. After execution by Mn/DOT and other State officials, a copy of the agreement will be returned to you.

If you have any questions or require additional information, please feel free to contact me at 651-234-7773.

Sincerely,

Sharon LeMay, Metro State Aid

An Equal Opportunity Employer



**Sample resolution**

Whereas, The Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

Whereas, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

Whereas: the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write “work orders” against a master contract would provide the greatest speed and flexibility in responding to identified needs.

Therefore, be it resolved:

1. That the City/County/Other Local Government of \_\_\_\_\_ enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the [Board/Council].
2. That the proper [City/County/Other Local Government] officers are authorized to execute such contract, and any amendments thereto.
3. That the [City/County/Other Local Government] Engineer/Title of Other Official is authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and that the [City/County/Other Local Government] Engineer/Title of Other Official may execute such work order contracts on behalf of the City/County/Other Local Government of \_\_\_\_\_ without further approval by this [Board/Council].

Approved this \_\_\_\_ day of \_\_\_\_\_, 201 .

Attest:

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

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

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

**STATE OF MINNESOTA**  
**AND**  
**CITY OF FALCON HEIGHTS**  
**MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation hereinafter referred to as the “State” and the City of Falcon Heights, acting through its City Council, hereinafter referred to as the “Local Government.”

**Recitals**

1. The parties are authorized to enter into this agreement pursuant to Minnesota Statutes. §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this Contract is a “road authority” as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into agreements with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally procure services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract provides a framework for the efficient handling of such requests. This Master Partnership Contract contains terms generally governing the relationship between the parties hereto. When specific services are requested, the parties will (unless otherwise specified herein) enter into a “Work Order” contracts.
7. Subsequent to the execution of this Master Partnership Contract, the parties may (but are not required to) enter into “Work Order” contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this Master Partnership Contract to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

**Master Contract**

**1. Term of Master Contract; Use of Work Order Contracts; Survival of Terms**

- 1.1. **Effective Date:** This contract will be effective on the date last signed by the Local Government, and all State officials as required under Minn. Stat. § 16C.05, subd. 2.
- 1.2. A party must not accept work under this Contract until it is fully executed.
- 1.3. **Expiration Date.** This Contract will expire on June 30, 2017.

- 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Local Government) for each particular engagement, except for Technical Services provided by the State to the Local Government as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that engagement. A party must not begin work under a work order until such work order is fully executed. The terms of this Master Partnership Contract will apply to all work orders issued hereunder, unless specifically varied in the work order. The Local Government understands that this Master Contract is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.
- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this Master Contract will survive with respect to any Work Order issued prior to the expiration date of the Master Contract.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.

## 2. Technical Services

- 2.1. **Technical Services** include repetitive low-cost services routinely performed by the State for the Local Government. These services may be performed by the State for the Local Government without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Technical services are limited to the following services:
  - 2.1.1. Pavement Striping, Sign and Signal Repair, Bridge Load Ratings, Bridge and Structure Inspections, Minor Bridge Maintenance, Minor Road Maintenance (such as guard rail repair and sign knockdown repair), Pavement Condition Data, Materials Testing and Carcass Removal.
  - 2.1.2. Every other service not falling under the services listed in 2.1.1 will require a Work Order contract.
- 2.2. The Local Government may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Local Government if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State's normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Local Government the State's then-current rate for performing the Technical Services. The then-current rate may include the State's normal and customary labor additives. The State will invoice the Local Government upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

## 3. Services Requiring A Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.



- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services “means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task.” Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party’s professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.
- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party’s own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Local Government will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific

project/engagement, although “on call” work orders may be prepared for certain types of services, especially for “Technical Services” items as identified section 2.1.2. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced. The Local Government will not be paid for work performed prior to execution of a work order and authorization by the State.

#### 4. Responsibilities of the Providing Party

The party requesting the work will be referred to as the “Requesting Party” and the party performing the work will be referred to as the “Providing Party.” Each work order will set forth particular requirements for that project/engagement.

- 4.1. **Terms Applicable to ALL Work Orders.** The terms in this section 4.1 will apply to ALL work orders.
  - 4.1.1. Each work order will identify an Authorized Representative for each party. Each party’s authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this Master Contract or the work order.
  - 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order. For services not requiring an engineer, the Providing Party will furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party’s authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.
  - 4.1.3. If the Local Government is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order may require the Local Government to deposit payment in advance or may, at the State’s option, permit payment in arrears. If the State furnishes the services requested, the Local Government will promptly pay the State to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current State labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
  - 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed is considered unauthorized and undertaken at the risk of non-payment.
  - 4.1.5. In connection with the performance of this contract and any work orders issued hereunder, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. **Additional Terms for Roadway Maintenance.** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
  - 4.2.1. Unless otherwise provided for by agreement or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.

- 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
- 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. ***Additional Terms for Construction Administration.*** The terms of section 4.1 and this section 4.3 will apply to all work orders for construction administration.
- 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.
- 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
- 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
- 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
- 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
- 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts
- 4.3.7. Unless otherwise agreed in a Work Order, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.
- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order when necessary. The Local Government will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Local Government must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Local Government is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
- 4.3.12.1 The Local Government will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no

liability to the Local Government, or its contractor, if work is suspended or stopped due to any such condition or concern.

- 4.3.12.2 The Local Government will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
- 4.3.12.3 The Local Government will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, NPDES and other environmental permits.
- 4.3.12.4 All improvements constructed on the State's right-of-way will become the property of the State.

## 5. Responsibilities of the Requesting Party

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Local Government copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and/or inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

## 6. Time

In the performance of project work under a work order contract, time is of the essence.

## 7. Consideration and Payment

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary labor additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary labor additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
- 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Local Government under all work order contracts issued pursuant to this Master Contract will not exceed \$50,000.00.

7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Local Government will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.

7.4. **Payment.**

7.4.1. **Generally.** The **Requesting Party** will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.

7.4.2. **Payment by the Local Government.**

7.4.2.1. The Local Government will make payment to the order of the Commissioner of Transportation.

7.4.2.2. **IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.**

7.4.2.3. Remit payment to the address below:

MnDOT  
Attn: Cash Accounting  
RE: MnDOT Contract Number 1002058 and Invoice Number #####  
Mail Stop 215  
395 John Ireland Blvd  
St. Paul, MN 55155

7.4.3. **Payment by the State.**

7.4.3.1. **Generally.** The State will promptly pay the Local Government after the Local Government presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.

7.4.3.2. **Retainage for Professional and Technical Services.** For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Local Government has satisfactorily fulfilled all the terms of the work order contract.

**8. Conditions of Payment**

All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and regulations. The Providing Party will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal or state law.

**9. Local Government's Authorized Representative and Project Manager; Authority to Execute Work Order Contracts**

- 9.1. The Local Government's Authorized Representative for administering this master contract is the Local Government's Engineer, and the Engineer has the responsibility to monitor the Local Government's performance. The Local Government's Authorized Representative is also authorized to execute work order contracts on behalf of the Local Government without approval of each proposed work order contract by its governing body.
- 9.2. The Local Government's Project Manager will be identified in each work order contract.

**10. State's Authorized Representative and Project Manager**

- 10.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.
- 10.2. The State's Project Manager will be identified in each work order contract.

**11. Assignment, Amendments, Waiver, and Contract Complete**

- 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this Master Contract or any work order contract without the prior consent of the other and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Master Contract, or their successors in office.
- 11.2. **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and agreements between the State and the Local Government. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

**12. Liability.**

Each party will be responsible for its own acts and omissions to the extent provided by law. The Local Government's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this Master Contract and any work order issued hereunder.

**13. State Audits**

Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Master Contract.

**14. Government Data Practices and Intellectual Property**

- 14.1. ***Government Data Practices.*** The Local Government and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Master Contract and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Master Contract and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Local Government or the State.
- 14.2. ***Intellectual Property Rights***
- 14.2.1. ***Intellectual Property Rights.*** The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes “Documents.” Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party’s ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subd.s of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.
- 14.2.2. ***Obligations with Respect to Intellectual Property.***
- 14.2.2.1. ***Notification.*** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- 14.2.2.2. ***Representation.*** The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

## 15. **Affirmative Action**

The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Local Government is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Local Government lets a contract for the performance of work under a work order issued pursuant to this Master Contract, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:

- 15.1. **Covered Contracts and Contractors.** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.
- 15.2. **Minn. Stat. § 363A.36.** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 15.3. **Minn. R. Parts 5000.3400-5000.3600.**
  - 15.3.1. **General.** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
  - 15.3.2. **Disabled Workers.** The Contractor must comply with the following affirmative action requirements for disabled workers:
    - 15.3.2.1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
    - 15.3.2.2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
    - 15.3.2.3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota



Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

15.3.2.4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

15.3.2.5. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

15.3.3. *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.

15.3.4. *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

## 16. Workers' Compensation

Each party will be responsible for its own employees for any workers compensation claims. This Master Contract, and any work orders issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this Master Contract, or any work order issued hereunder, is determined to be subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the Contract and the statute.

## 17. Publicity

17.1. *Publicity.* Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Local Government individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.

17.2. *Data Practices Act.* Section 17.1 is not intended to override the Local Government's responsibilities under the Minnesota Government Data Practices Act.

## 18. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 19. Prompt Payment; Payment to Subcontractors

The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Local Government lets a contract for work pursuant to any work order, the Local Government must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Local Government for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

- 20. Minn. Stat. § 181.59.** The Local Government will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

**21. Termination; Suspension**

- 21.1. ***Termination by the State for Convenience.*** The State or commissioner of Administration may cancel this Master Contract and any work order contracts at any time, with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.2. ***Termination by the Local Government for Convenience.*** The Local Government may cancel this Master Contract and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.3. ***Termination for Insufficient Funding.*** The State may immediately terminate or suspend this Master Contract and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Local Government. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Local Government notice of the lack of funding within a reasonable time of the State's receiving that notice.

**22. Data Disclosure**

Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Local Government consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the

payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

**23. Defense of Claims and Lawsuits**

If any lawsuit or claim is filed by a third party (including but not limited to the Local Government's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this Master Contract, the Local Government will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Local Government will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Local Government will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Local Government, and will not be bound by the terms of any settlement entered into by the Local Government except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

**24. Additional Provisions**

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**LOCAL GOVERNMENT**

The Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable ordinance, resolution, or charter provision.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**COMMISSIONER OF TRANSPORTATION**

By: \_\_\_\_\_  
(with delegated authority)  
Title: Division Director  
Date: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

As delegated to Materials Management Division

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

**CITY OF FALCON HEIGHTS  
COUNCIL RESOLUTION**

February 10, 2016

No. 16-08

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**RESOLUTION ENTER INTO A MASTER PARTNERSHIP CONTRACT WITH THE  
MINNESOTA DEPARTMENT OF TRANSPORTATION**

BE IT RESOLVED by the City Council of the City of Falcon Heights, as follows:

WHEREAS, The Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

WHEREAS, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

WHEREAS, the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write “work orders” against a master contract would provide the greatest speed and flexibility in responding to identified needs.

NOW, THEREFORE, be it resolved: that the City of Falcon Heights enters into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the Council.

The proper City of Falcon Heights officers are authorized to execute such contract and any amendments thereto.

The City of Falcon Heights City Administrator is authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and that the City of Falcon Heights City Administrator may execute such work order contracts on behalf of the City of Falcon Heights without further approval by this Council.

Moved by:

Approved by: \_\_\_\_\_

Peter Lindstrom  
Mayor

LINDSTROM \_\_\_\_\_ In Favor  
BROWN THUNDER \_\_\_\_\_  
HARRIS \_\_\_\_\_ Against  
FISCHER \_\_\_\_\_  
GUSTAFSON \_\_\_\_\_

Attested by: \_\_\_\_\_

Sack Thongvanh  
City Administrator

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**The City That Soars!**

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	February 10 , 2016
<b>Agenda Item</b>	Policy G2
<b>Attachment</b>	Joint Powers Agreement, Supporting Documents and Resolution
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	Ramsey County Joint Powers Agreement for New Voting System and Operation
<b>Description</b>	<p>In 2001, City of Falcon Heights entered into a Joint Powers Agreement with Ramsey County for the purchase an operation of a new voting system, with a ten year and automatic two year extensions. The County prepares ballots and compiles election results for all state, federal, county, municipal and school district elections for a Municipalities.</p> <p>The City also has a four year agreement with Ramsey County to provide election services from January 1, 2013 through December 31, 2016. We have budgeted \$17,900 for 2016.</p>
<b>Budget Impact</b>	The capital cost for the purchase of the new voting system is \$14,056 with an annual operating for 2016 of \$1,634.93. The General-Capital Improvements Fund 401 will need to be amended by \$15,000 to cover the cost listed above. The amount was budgeted in 2015, but due to unexpected delays, Ramsey County did not finalize the purchase until 2016.
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• Joint Powers Agreement</li> <li>• MnDot Coverletter</li> <li>• Resolution 16-09 Enter Into a Joint Powers Agreement for New Voting System Acquisition and Operation with Ramsey County</li> </ul>
<b>Action(s) Requested</b>	It is staff’s recommendation to approve of the attached resolution to enter into a joint powers agreement for new voting system purchase and operation and authorize the City Administrator and Mayor to execute all necessary documents and amend Fund 401 Capital Equipment line item by \$15,000.

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## **JOINT POWERS AGREEMENT FOR NEW VOTING SYSTEM ACQUISITION AND OPERATION**

This Agreement is made by and between Ramsey County, through the Ramsey County Elections Office (hereinafter "County"), and the cities of Arden Hills, Falcon Heights, Gem Lake, Lauderdale, Little Canada, Maplewood, Mounds View, New Brighton, North Oaks, North St. Paul, Roseville, St Anthony, St. Paul, Shoreview, Vadnais Heights, and White Bear Lake and White Bear Township (collectively referred to as the "Municipalities").

WHEREAS, the County and the Municipalities ("Parties") are "governmental units" as defined in Minn. Stat. §471.59; and

WHEREAS, pursuant to Minn. Stat. §471.59, the Parties, through actions of their governing bodies, are authorized to enter into a joint powers agreement for the exercise of commonly held or similar powers; and

WHEREAS, the Parties entered into a Joint Powers Agreement in 2001 for the purchase and operation of a new voting system, with a ten year term and automatic two year extensions; and

WHEREAS, pursuant to the provisions of the 2001 Joint Powers Agreement, the County prepares ballots and compiles election results for all state, federal, county, municipal and school district elections for the Municipalities; and

WHEREAS, efficient ballot preparation and the timely compilation of election results depend upon the use of a uniform voting system throughout the County, and the use of a uniform voting system for all elections enhances election judge and voter understanding of the voting process and helps to provide equitable treatment for all voters, regardless of the type of election; and

WHEREAS, Congress mandated the use of an assistive ballot marking device in all polling places and in-person absentee voting locations for use by voters with disabilities, through enactment of the Help America Vote Act of 2002 ("HAVA"); and

WHEREAS, the Minnesota Legislature mandated the central counting of all absentee ballots under uniform state laws and procedures in Laws of Minnesota 2010, Chapter 194, effective in 2010; and

WHEREAS, the Parties have reached agreement on the need to replace the existing voting system and the funding formula for the new voting system; and

WHEREAS, the County Board has approved a contract with Hart Intercivic of Austin, TX for the purchase and use of a new voting system for deployment in 2016;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the parties agree as follows:

## I. PURPOSE

The purpose of this Joint Powers Agreement is to establish and describe the roles and responsibilities of the County and the Municipalities in connection with the acquisition, implementation, and operation of a new voting system for use throughout Ramsey County ("Project"), including equipment that will be owned and operated by the County and equipment that will be owned and operated by the Municipalities.

## II. COUNTY ROLES AND RESPONSIBILITIES-SYSTEM IMPLEMENTATION

### A. General

The County will provide the services, materials, and equipment necessary to procure and implement a replacement voting system ("System") in Ramsey County, including software, hardware, materials, ballot printing, and other services as further described in this Agreement. Services may be provided directly by County staff or by outside vendors, as determined by the County.

### B. System Description

The System will have the following functionalities:

1. The capability to create ballot styles for each precinct based on the appropriate contests and candidates and to generate ballots by either creating a print file that may be sent to a vendor or by printing ballots in the County offices;
2. The capability to program memory devices for each precinct for an election that will, when inserted into a ballot counter or ballot marking device, properly record the votes on ballots cast in that precinct, reject ballots that are not from that precinct or which do not have the proper validation marks, return to the voter ballots which contain an overvote or a crossover vote, and perform all other actions required by the Minnesota election law;
3. The capability to count absentee ballots at a central location in the County or at one or more Municipalities, at the option of each of the Municipalities, and to generate reports noting the number of absentee ballots counted for each precinct;

4. The capability to accumulate votes on ballot counters located in each precinct on election day, at other locations prior to election day, and from absentee ballot counting centers, to protect voted ballots in a sealed ballot box; to generate paper tapes of election results for review and certification by election judges; and to electronically upload or transmit election results to the County; and
5. The capability to compile election results from electronically transmitted files from each precinct through use of the memory device which recorded votes from the precinct and/or from the election results tape; to create an election results database that may be used for displaying results on the County website; and to generate needed reports for certification of election results.

C. System Equipment

The County will purchase System hardware and software (collectively referred to as the "System Equipment") as initially needed for use of the System by the County and the Municipalities. The System Equipment to be purchased by the County for implementation of the System under the terms of this Agreement is listed as the System Equipment Costs – Total in the System Equipment List, attached hereto and made a part of this Agreement as Appendix A.

D. Implementation Services

1. The County will provide services, including training, related to the implementation of the System by the County and the Municipalities, as described in Appendix B - Implementation Services, attached hereto and made a part of this Agreement.
2. The County will provide implementation project management services through a Project Manager. Joseph Mansky, or his designee, shall serve as Project Manager for the County.
3. The goal is to have the System implemented and ready for use by the County and the Municipalities in time for the 2016 state primary. At the discretion of the County, the implementation of the System may be delayed for initial use at the 2016 state general election or a future election.

### III. COUNTY ROLES AND RESPONSIBILITIES-POST IMPLEMENTATION OPERATING SERVICES

#### A. General

Following System implementation, the County will perform the duties described in Sections III. B. through E. (collectively, "Operating Services") either directly by County staff or by outside vendors, as determined by the County.

#### B. System Administration

The County will:

1. maintain all licenses and agreements from the vendor(s) necessary to operate the System;
2. obtain and implement all required software updates needed to operate the System in compliance with the requirements of the Minnesota election law;
3. perform diagnostic testing of ballot counters and ballot marking devices to ensure the proper functioning of all equipment;
4. provide election programming needed to generate ballots and program memory devices that allow the ballot counters to correctly record votes; and
5. accumulate and report election results cast on the ballot counters for all elections.

#### C. Warranty Services

1. Warranty services will be provided by the System vendor(s) in accordance with the warranty provisions contained in the contracts between the County and the System vendor(s).
2. The County shall obtain and enforce all System warranties, including warranties on equipment owned by the Municipalities paid for under the terms of this Agreement. All requests for warranty services shall be made by the Municipalities to the County.

D. Post-Warranty Maintenance Services

Maintenance services will be provided following expiration of the warranty period(s) in accordance with the provisions of the maintenance agreement(s) between the County and the System vendor(s).

1. The County will enter into a contract with the System vendor(s) for System maintenance services to be provided directly to the County. The County will manage the provision of maintenance services for the Municipalities.
2. Maintenance services shall include, at minimum, the following:
  - a. Preventative maintenance: inspect and clean all ballot counters and ballot counting devices, including the read heads, printers, motors and other related components.
  - b. Repairs: make basic repairs to ballot counters and ballot marking devices as needed; the County will maintain or obtain spare parts for this purpose.
  - c. Equipment Replacement: replace ballot counters, ballot marking devices and related hardware and components on an as needed basis in the case of complete or un-repairable equipment failure.

E. Ongoing Services

1. The County will provide the Municipalities with a set of test ballots (also known as the test deck) and pre-audited test results for each precinct in every election.
2. The County will provide ballot layout, printing and memory device programming as follows:
  - a. Ballot layout – no cost to Municipalities for all elections
  - b. Ballot printing
    - 1) State and county elections – no cost to Municipalities
    - 2) Other elections – printing cost attributable to Municipal and/or School District offices and questions paid by

Municipalities and/or School Districts using cost formula provided by the Secretary of State

- c. Memory device programming – no cost to Municipalities for all elections
3. The County will provide each Municipality with the hardware and software necessary to administer absentee voting for all elections. Each Municipality will have the choice of one of the following options:
  - a. make arrangements for the County to accept/reject, process and count all the absentee ballots for the Municipality;
  - b. accept/reject its own absentee ballots and make arrangements for the County to process and count the absentee ballots for the Municipality;
  - c. accept/reject, process and count its own absentee ballots.
4. The County will provide the Municipalities with the County's costs for options 3. a. and b. (above) no later than 24 weeks before the first election for which the System will be used and no later than 16 weeks before the date established in state law to begin absentee voting in subsequent years. Each Municipality shall inform the County in writing of its initial choice no later than 20 weeks before the first election for which the System will be used. Each Municipality shall notify the County in writing of any changes desired for its choice in subsequent years no later than 12 weeks before the date established in state law to begin absentee voting for a primary in a given year.
5. The County will provide inspection and replacement of consumable supplies.
6. Election Day technical support for the System will be provided by the voting system vendor (up to three days per election), as required by the County.
  - a. Programming and system administration operations
  - b. Ballot counter operations
  - c. Ballot marking device operations
7. Subject to approval by the County, during the term of this Agreement including any extensions, the County shall lease or purchase ballot counters, ballot marking devices, and other hardware and software in addition to those listed in Appendix A, on written request from a Municipality. Payment to

the County by the requesting Municipality shall be made within thirty (30) calendar days from the date of the invoice from the County following delivery of the hardware and/or software to the requesting Municipality.

8. During the term of this Agreement including any extensions, the County may lease or purchase any additional hardware or software that is necessary for the System to:
  - a. comply with the provisions of the Minnesota Election Law;
  - b. facilitate the processing and counting of absentee ballots; or
  - c. otherwise meet demand from the voters.

#### IV. ROLES AND RESPONSIBILITIES OF THE MUNICIPALITIES

##### A. Implementation

1. The individual who administers elections for the Municipality shall serve as the Municipality's project implementation liaison with the County. Each Municipality shall provide the name and contact information for the liaison within ten (10) calendar days of final execution of this Agreement.
2. Within thirty (30) calendar days of execution of this Agreement, each Municipality shall notify the County in writing of its plans for payment of the acquisition costs of the ballot counters, ballot marking devices and any other administrative equipment ("Equipment Costs"). Each Municipality may choose from one of the following payment options: a) a one-time reimbursement of costs or b) reimbursement of costs over two or more years, not to exceed a maximum of five years. A Municipality may not revoke its decision at any time after notice has been given to the County.

##### B. Post-Implementation/Ongoing

1. The Municipalities shall verify that ballots and memory devices tested by the County function accurately in the ballot counters and ballot marking devices that will be used in each election. If a Municipality identifies an error, the County shall correct the error within ten (10) calendar days of notification of the error, if practicable.

2. The Municipalities shall also perform all public accuracy testing provided by law for each election and may request the County's assistance in conducting these tests, at no charge.
3. The Municipalities may not lease or purchase any additional hardware and software during the term of this Agreement or any extensions without the prior approval of the County.
4. Each of the Municipalities shall lease or purchase at least one ballot counter, a ballot marking device, and a ballot box for each precinct in the Municipality.

C. Payment

Each of the Municipalities is responsible for payment in accordance with the provisions of this Agreement.

V. OWNERSHIP/SOFTWARE LICENSE

- A. The County will initially own all System Equipment.
- B. Upon payment in full to the County in accordance with the terms of this Agreement, each of the Municipalities will own the ballot counters, ballot marking devices, and related equipment that were originally purchased by the County under this Agreement; this provision shall not apply to equipment leased by the County. The County will maintain ownership of backup ballot counters and ballot marking devices, the central count ballot counters and any precinct ballot counters that are needed for counting absentee ballots, the memory devices for all ballot counters and ballot marking devices, and the computer hardware and software needed to operate and administer the System.
- C. The County is the sole Licensee of the System software and the Municipalities are users.

VI. WARRANTY

The County makes no representations and extends no warranties with respect to the use of the System and specifically disclaims all other warranties, express or implied, including but not limited to any implied warranty or merchantability or fitness for a particular purpose.



## VII. SYSTEM IMPLEMENTATION FUNDING

- A. The County will provide initial financing for the costs of acquisition, installation, and implementation of the System ("Implementation Costs").
- B. As part of the initial financing of the Implementation Costs, the County will apply state grant funds received under the Help America Vote Act and required County matching funds as a setoff against the Implementation Costs.
- C. The Municipalities will provide the funds to reimburse the County for the System Equipment identified as the responsibility of the Municipalities in Appendix A.

## VIII. COST ALLOCATION/PAYMENT

### A. Cost Allocation-Implementation Costs

- 1. Each of the Municipalities will reimburse the County for the cost of the number of ballot counters, ballot boxes, and ballot marking devices required by that Municipality in accordance with the pricing in Appendix A. A list of the number of ballot counters, ballot boxes, and ballot marking devices for each of the Municipalities and the percentage of the total cost for ballot counters and ballot marking devices to be paid by each of the Municipalities is listed in Appendix C. The total number and each Municipality's percentage of ballot counters and ballot marking devices may be adjusted throughout the term of this Agreement including any extensions.
- 2. For those Municipalities that have elected to pay for the ballot counters, ballot boxes, and ballot marking devices over time, the total amount to be paid will include their proportionate share of any financing costs incurred by the County for the purchase, installation and implementation of the System Equipment, which financing costs will be shared among those Municipalities that have elected to pay over a period from two to five years. The County will charge each Municipality that chooses to finance the purchase of its System Equipment 2% per annum.

### B. Cost Allocation-Post-Implementation/Operating Services

- 1. There will be no charge to the Municipalities for ballot layout for all elections, ballot printing for State and county elections or for memory device programming.

2. The Municipalities will pay the County's costs for Operating Services ("Operating Costs") on an annual basis.
3. The Operating Costs will be calculated to include costs for the items listed in Section III.B.-E. of this Agreement and, until repaid in full, the Implementation Costs described in Section VIII.A.2.
4. Except as identified as the responsibility of a Party to this Agreement, annual Operating Costs for Operating Services will be allocated as follows:
  - a. using the percentage of the total number of ballot counters requested by the Municipality as a proportion of the total number of ballot counters requested by all Municipalities for 80%, and using the percentage of the total number of absentee ballots accepted by each Municipality during the four most recent state general elections as a proportion of the total number of absentee ballots accepted in the County for 20%. The County will initially allocate the annual Operating Costs to the Municipalities as illustrated in Appendix C. The annual Operating Costs are subject to change, based on price changes for post-implementation services provided by the System vendor and changes to the costs of licenses and fees required for the County to administer the System, which have been submitted to and approved by the County.
  - b. The allocation will take into account any changes in the number of ballot counters requested by each of the Municipalities and/or the total number of ballot counters.

C. Payments

1. The County shall invoice a Municipality after the initial delivery of County-tested ballot counters, ballot boxes, and ballot marking devices to the Municipality. If a Municipality will pay over a period of 2-5 years, the County will invoice the Municipality its appropriate annual sum along with the invoice for annual Operating Costs. Payment shall be made within thirty (30) calendar days of the date of the invoice.
2. On or about June 1 of each calendar year during the term of this Agreement including any extensions, the County will invoice the Municipalities for their share of Operating Costs for the next calendar year. The total amount of the invoices will be calculated based on the actual Operating Costs incurred by the County in the previous calendar year, with adjustments made to account for increases or decreases in anticipated Operating Costs. The Municipalities

shall make payment to the County within thirty (30) calendar days of the date of the invoice.

3. If the County provides maintenance services through the System vendor on a time and materials basis, a Municipality that requires maintenance services will contact the County for the services and the County will contact the vendor.
4. If requested by a Municipality, the County shall invoice the School District(s) to pay a proportion of the Municipalities' annual cost for Operating Services using either: a) the cost-sharing methodology provided in the Minnesota Election Law; or b) another methodology developed by the County, in consultation with the Municipalities. The County will invoice the School District(s) for their proportion of the costs and payments will be made directly by the School District(s) to the County.
5. Payment of interest and disputes shall be governed by the provisions of Minn. Stat. § 471.425.

D. Proceeds from sale or lease of old equipment

The County shall determine if any existing voting equipment, including but not limited to ballot counters, ballot marking devices and related hardware will be sold or leased in conjunction with the purchase of the System. The County shall apply the proceeds of any sale or lease of existing voting equipment, including but not limited to ballot counters and ballot marking devices, toward the Municipalities' payment of Implementation Costs or Post-Implementation Costs.

IX. PROJECT SCHEDULE

A Project Schedule is attached hereto and made a part of this Agreement as Appendix D. The County may change the schedule set forth in Appendix D as appropriate based on changes in funding sources or the needs of the County.

X. TERM

- A. The term of this Agreement is for a ten (10) year period from the date of final execution by all parties ("Initial Term"), unless earlier terminated pursuant to the provisions of this Agreement.
- B. This Agreement shall be automatically extended for successive two-year terms ("Renewal Terms"), upon the same or better terms, conditions and

covenants, unless a majority of the Municipalities or the County gives notice of their/its intent not to extend at least 180 days prior to expiration of the Initial Term or the then-current Renewal Term.

#### XI. ANNUAL REVIEW PROCESS

At least once a year during the term of this Agreement, including any extensions, the County will convene a meeting of elections officials from the Municipalities to review the elections process and System operations.

#### XII. INDEMNIFICATION AND INSURANCE

- A. Each party agrees that it will be responsible for its own acts and the acts of its employees, elected officials, and agents as they relate to this Agreement and for any liability resulting therefrom, to the extent authorized by law, and shall not be responsible for the acts of the other parties or their employees, elected officials, and agents, or for any liability resulting therefrom. Each party's liability shall be governed and limited by the Municipal Tort Claims Act, Minn. Stat. Chapter 466 and other applicable law.
- B. Each Party agrees to defend, indemnify and hold harmless the other Parties, their employees, elected officials, and agents 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 indemnifying party, its employees, elected officials, or agents, in the performance or failure to perform its obligations under this Agreement. Nothing herein shall be deemed a waiver by any Party of its limitations on liability, defenses or immunities under Minnesota Statutes, Chapter 466, or other state or federal law.
- C. Each Party warrants that it is able to comply with the aforementioned indemnity requirements through commercial insurance or a self-funding program.
- D. Each of the Parties shall insure the full replacement value of all System equipment stored on the Party's site.
- E. All insurance policies or self-insurance certificates shall be open to inspection by the other Parties and copies of the policies or certificates of self-insurance shall be submitted to a Party upon written request.

### XIII. RECORDS

Subject to the provisions of Section XIV, each Party agrees that the other Parties, the State Auditor, or any of their duly authorized representatives shall, at any time during normal business hours, and as often as they may reasonably deem necessary, have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of governmental entities and which involve transactions relating to this Agreement.

### XIV. DATA PRACTICES

The Parties shall comply with the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

### XV. NONASSIGNMENT

No Party shall assign, subcontract, transfer or pledge this Agreement and/or services to be performed herein.

### XVI. USE OF VOTING SYSTEM

The County shall only implement and support a single, uniform voting system throughout the County that must be used in every election conducted in the County. Each Municipality must use the ballot counters, ballot boxes and ballot marking devices provided in this Agreement for all elections conducted in the Municipality.

### XVII. TERMINATION

- A. This Agreement shall terminate upon unanimous consent of the Parties as evidenced by a written resolution of the governing body of each Party or when necessitated by operation of law or as a result of a decision by a court of competent jurisdiction.
- B. Effect of termination. Termination shall not discharge any liability incurred by any of the Parties during the term of this Agreement including any extensions prior to the effective date of termination. Each Party shall be liable for its own acts to the extent provided by law.

## XVIII. PROPERTY DISPOSITION

- A. Upon termination of this Agreement, ownership remains as stated in Article V.
- B. Upon termination, a Municipality will be given the option to make full payment for the ballot counters, ballot boxes, and ballot marking devices for which it has made partial payment. Such payment must be made within thirty (30) calendar days of the date of receipt of the notice of termination from the County.
- C. If the Parties reach consensus on the need to replace the System, the Parties will negotiate a new agreement, which shall include the disposition of the System Equipment, whether owned by the County or the Municipalities.

## XIX. NOTICE

- A. All notices, reports or demands given or made by a Party under the terms of this Agreement or any statute or ordinance shall be in writing and shall be sent registered or certified mail.
- B. All notices, reports or demands shall be sent to the representative designated in writing by the Party. If none has been designated, notice to the Party's chief elected official shall be deemed adequate.

## XX. ENTIRE AGREEMENT/ALTERATION

- A. 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.
- B. 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.
- C. The parties may execute separate copies of any amendment to this Agreement and the signature pages will be part of the original.

## XXI. VOTING SYSTEMS ADVISORY COMMITTEE

The County shall establish a Voting Systems Advisory Committee (“Committee”) to facilitate the administration of the System. Any Party to this Agreement may request to become a member

of the Committee. Approximately eight years following final execution of this Agreement, or at such earlier time as the Parties may agree, the Committee shall begin planning for the acquisition of a successor voting system.

XXII. SEPARATE EXECUTIONS/EFFECTIVE DATE

Each of the Municipalities may sign a separate signature page and all of the signature pages taken together will constitute the original contract and will be as effective as if all of the signatures were on the same page. This Agreement shall be effective as to a Party upon execution by an authorized representative of that Party.

Wherefore, the Parties have executed this Agreement as of the last date written below.

COUNTY OF RAMSEY

By: Victoria Reinhardt  
Victoria Reinhardt, Chair  
Board of Commissioners

By: Janet Guthrie  
Janet Guthrie, Acting Chief Clerk  
Board of Commissioners

Date: 1/26/16

Approval Recommended:

Joseph Weevely

Approved as to form and insurance:

Stephenson  
Assistant County Attorney



NAME OF MUNICIPALITY:

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

Its: \_\_\_\_\_

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

Its: \_\_\_\_\_

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



# JOINT POWERS AGREEMENT FOR NEW VOTING SYSTEM

## Appendix A System Equipment List

### 1. Voting and administrative equipment - County

<u>Description</u>	<u>Price</u>
Precinct ballot counters and ballot boxes	\$ 276,028
Accessible ballot marking devices	\$ 190,625
Memory devices	\$ 10,824
Central count ballot counters for absentee voting	\$ 111,332
Ballot on demand printer	\$ 2,833
Administrative operations components	\$ 173,919
Staff training and new implementation services	\$ 56,640
Licenses and technical support	\$ 86,468
<b>Subtotal for Equipment Costs - County</b>	<b>\$ 908,669</b>
2. Voting equipment – Municipalities	
Precinct ballot counters and ballot boxes for polling places	\$ 751,680
Accessible ballot marking devices for polling places	\$ 471,192
<b>Subtotal for Equipment Costs – Cities</b>	<b>\$1,222,872</b>
<b>System Equipment Costs - Total</b>	<b>\$2,131,541</b>

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## **Appendix B Implementation Services**

The County will provide, either directly or through a contracted vendor, the services shown below. The information provided below are tentative, pending the selection of a voting system.

### A. Training and instructional materials

1. Training for Municipal elections officials and staff
  - a. Operation of the ballot counter
  - b. Operation of the ballot marking device
  - c. Processing and counting absentee ballots (where applicable)
2. Training for election judges
  - a. Operation of the ballot counter
  - b. Operation of the ballot marking device
3. Development of training and informational materials - printed
  - a. Ballot counter operations guide and quick start guide
  - b. Ballot marking device operations guide and quick start guide
  - c. Opening and closing the polling place
  - d. Providing instructions to voters
4. Development of training and informational materials for County website
  - a. Election judge training videos
  - b. Public information videos

### B. Election day technical support – to be provided by voting system vendor (up to three days per election)

1. Programming and system administration operations
2. Ballot counter operations

3. Ballot marking device operations

C. Warranty services

D. Ballot layout, printing and memory device programming

1. Ballot layout – no cost to Municipalities for all elections

2. Ballot printing

a. State and county elections – no cost to Municipalities

b. Other elections – printing cost attributable to Municipal or School District offices and questions paid by Municipalities and/or School Districts

3. Memory device programming – no cost to Municipalities for all elections

## Joint powers agreement for new voting system - Appendix C

City	Capital Costs				Annual Operating Costs			
	Number of precincts	% of county total	City funds needed for capital costs	80% of total City share of licensing and system operations	Number of accepted ABs 2008-2014	% of county total	20% of total City share of absentee voting costs	Total annual* operating costs 2016
Arden Hills	3	1.72%	\$ 21,084	\$ 2,000.00	2,058	2.39%	\$ 693.51	\$ 2,693.51
Falcon Heights	2	1.15%	\$ 14,056	\$ 1,333.33	895	1.04%	\$ 301.60	\$ 1,634.93
Gem Lake	1	0.57%	\$ 7,028	\$ 666.67	72	0.08%	\$ 24.26	\$ 690.93
Lauderdale	1	0.57%	\$ 7,028	\$ 666.67	275	0.32%	\$ 92.67	\$ 759.34
Little Canada	3	1.72%	\$ 21,084	\$ 2,000.00	1,912	2.22%	\$ 644.31	\$ 2,644.31
Maplewood	15	8.62%	\$ 105,420	\$ 10,000.00	6,864	7.98%	\$ 2,313.04	\$ 12,313.04
Mounds View	4	2.30%	\$ 28,112	\$ 2,666.67	1,846	2.15%	\$ 622.07	\$ 3,288.74
New Brighton	8	4.60%	\$ 56,224	\$ 5,333.33	4,445	5.17%	\$ 1,497.89	\$ 6,831.22
North Oaks	2	1.15%	\$ 14,056	\$ 1,333.33	2,086	2.42%	\$ 702.94	\$ 2,036.28
North St Paul	4	2.30%	\$ 28,112	\$ 2,666.67	1,847	2.15%	\$ 622.41	\$ 3,289.07
Roseville	10	5.75%	\$ 70,280	\$ 6,666.67	9,339	10.85%	\$ 3,147.08	\$ 9,813.74
Shoreview	7	4.02%	\$ 49,196	\$ 4,666.67	6,938	8.06%	\$ 2,337.98	\$ 7,004.65
St Anthony	3	1.72%	\$ 21,084	\$ 2,000.00	2,248	2.61%	\$ 757.54	\$ 2,757.54
St Paul	96	55.17%	\$ 674,688	\$ 64,000.00	35,206	40.91%	\$ 11,863.79	\$ 75,863.79
Vadnais Heights	4	2.30%	\$ 28,112	\$ 2,666.67	2,540	2.95%	\$ 855.93	\$ 3,522.60
White Bear Lake	7	4.02%	\$ 49,196	\$ 4,666.67	5,139	5.97%	\$ 1,731.75	\$ 6,398.42
White Bear Township	4	2.30%	\$ 28,112	\$ 2,666.67	2,348	2.73%	\$ 791.23	\$ 3,457.90
<b>Total</b>	<b>174</b>	<b>100%</b>	<b>\$ 1,222,872</b>	<b>\$ 116,000.00</b>	<b>86,058</b>	<b>100%</b>	<b>\$ 29,000.00</b>	<b>\$ 145,000.00</b>

Note: \* 25% of annual operating costs will be apportioned to the school districts

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**Appendix D**  
**Project Implementation Schedule**  
**(Dates and Activities Subject to Revision)**

Jan 22	Complete Elections staff training on voting system operations
Feb 1	Begin ballot printing, marking and counting accuracy tests
Feb 16	Begin simulations of 2016 state elections and related functions
Apr 1	Complete simulations of 2016 state elections and related functions
May 17	First day to file for office for 2016 state primary and state general election
Jun 3	Complete delivery of ballot counters and ballot marking devices to Maplewood, White Bear Lake, New Brighton, Shoreview, Little Canada and Lauderdale
Jun 13	Begin training of city elections staff in Maplewood, White Bear Lake, New Brighton, Shoreview, Little Canada and Lauderdale in voting system operations
Jun 24	Begin absentee voting for 2016 state primary
Jul 11	Begin preliminary testing of ballot counters and ballot marking devices
Jul 18	Begin election judge training in voting system operations
Jul 29	Public accuracy test of voting system
Aug 6	Begin central counting of absentee ballots for state primary
Aug 9	State primary

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**CITY OF FALCON HEIGHTS  
COUNCIL RESOLUTION**

February 10, 2016

No. 16-09

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**RESOLUTION TO ENTER INTO A JOINT POWERS AGREEMENT FOR NEW  
VOTING SYSTEM ACQUISITION AND OPERATION WITH RASMEY COUNTY**

**WHEREAS**, the County and the City of Falcon Heights entered into a Joint Powers Agreement in 2001 for the purchase and operation of a new voting system, with a ten year and automatic two year extensions; and

**WHEREAS**, pursuant to the provisions of the 2001 Joint Powers Agreement, the County prepares ballots and compiles election results for all state, federal, county, municipal and school district elections for the Municipalities; and

**WHEREAS**, efficient ballot preparation and the timely compilation of election results depend upon the use of a uniform voting system throughout the County, and the use of a uniform voting system for all elections enhances election judge and voter understanding of the voting process and helps to provide equitable treatment for all voters, regardless of the type of election; and

**WHEREAS**, Congress mandated the use of a assistive ballot marking devices in all polling places and in-person absentee voting locations for use by voters with disabilities, through enactment of the Help America Vote Act of 2002 (“HAVA”); and

**WHEREAS**, the Minnesota Legislature mandated the central counting of all absentee ballots under uniform state laws and procedures in Laws of Minnesota 2010, Chapter 194, effective in 2010; and

**WHEREAS**, the Parties have reached agreement on the need to replace the existing voting system and the funding formula for the new voting system; and

**WHEREAS**, the Ramsey County Board has approved a contract with Hart Intercivic of Austin, TX for the purchase and use of a new voting system for deployment in 2016;

**NOW THEREFORE BE IT RESOLVED** by the City Council of Falcon Heights, Minnesota:

1. Approve the Joint Powers Agreement for New Voting System Acquisition and Operation.
2. Amend the General-Capital Improvements Fund (401) to increase by \$15,000.
3. Authorize the Mayor and City Administrator to execute all necessary documents.

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Moved by:

Approved by: \_\_\_\_\_

Peter Lindstrom  
Mayor

LINDSTROM        \_\_\_\_\_    In Favor  
BROWN THUNDER  
HARRIS            \_\_\_\_\_    Against  
FISCHER  
GUSTAFSON

Attested by: \_\_\_\_\_

Sack Thongvanh  
City Administrator