

**CITY OF FALCON HEIGHTS**  
Regular Meeting of the City Council  
City Hall  
2077 West Larpenteur Avenue  
**AGENDA**  
April 13, 2022 at 7:00 P.M.

A. CALL TO ORDER:

B. ROLL CALL: ANDREWS \_\_\_ GUSTAFSON\_\_\_ LEEHY\_\_\_  
MEYER \_\_\_ WEHYEE\_\_\_

STAFF PRESENT: PITTMAN\_\_\_ FREIHAMMER\_\_\_

C. APPROVAL OF AGENDA

D. PRESENTATION

E. APPROVAL OF MINUTES:

1. March 23, 2022 City Council Regular Meeting Minutes

F. PUBLIC HEARINGS:

G. CONSENT AGENDA:

1. General Disbursements through: 4/6/22 \$94,643.72  
Payroll through: 3/31/22 \$16,934.03  
Wire Payments through: 3/31/22 \$22,188.15
2. Community Development Coordinator/Planner Pay Adjustment
3. Approve Payment for the 2021 Sanitary Sewer Lining Project
4. Approve Minnesota Department of Transportation Master Partnership Contract
5. Approve Proposal for Geotechnical Evaluation for the 2023 Pavement Management Project
6. Approve Cooperative Agreement with Ramsey County for ROW Acquisition for Cleveland Avenue
7. Approve Animal Services Contract
8. Rename Resolution 22-08 Reestablishing Precincts and Polling Places
9. Resignation of Ryan Carlson from the Parks and Recreation Commission

H: POLICY ITEMS:

I. INFORMATION/ANNOUNCEMENTS:

J. COMMUNITY FORUM:

*Please limit comments to 3 minutes per person. Items brought before the Council will be referred for consideration. Council may ask questions for clarification, but no council action or discussion will be held on these items.*

K. ADJOURNMENT:

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**CITY OF FALCON HEIGHTS**  
Regular Meeting of the City Council  
City Hall  
2077 West Larpenteur Avenue  
**MINUTES**  
March 23, 2022 at 7:00 P.M.

A. CALL TO ORDER: 7:01 PM

B. ROLL CALL: ANDREWS   X   GUSTAFSON   X   LEEHY   X    
MEYER   X   WEHYEE     

STAFF PRESENT: PITTMAN   X  

C. APPROVAL OF AGENDA

D. PRESENTATION

E. APPROVAL OF MINUTES:

1. March 2, 2022 City Council Workshop Minutes
2. March 9, 2022 City Council Regular Meeting Minutes

Motion by Council Member Meyer;  
Approved, 4-0.

F. PUBLIC HEARINGS:

G. CONSENT AGENDA:

1. General Disbursements through: 3/11/22 \$159,962.77  
Payroll through: 3/15/22 \$14,525.17
2. Approve City License(s)
3. Sanitary Sewer Cleaning Program
4. Reestablishing Precincts and Polling Places
5. Appointment of City Administrator and Approval of Subsequent Employment Agreement

Motion by Council Member Leehy;  
Approved, 4-0.

Jack Linehan introduced himself to the community and expressed enthusiasm to start his new position and serve the City of Falcon Heights.

H. POLICY ITEMS:

I. INFORMATION/ANNOUNCEMENTS:

Council Member Andrews gave an update on the joint meeting for the Community Engagement Commission and Parks and Recreation Commissions held in March.

Mayor Gustafson added that the commission members were excited about the spring event because it would be an opportunity for neighbors/residents to connect while city staff could advertise summer programming in-person.

Council Member Meyer reported that the Environment Commission was working on next steps for the climate action plan. The commission wasn't able to meet this month due to lack of quorum. He encouraged all residents to apply for commission openings.

Interim Administrator Pittman stated that the sewer cleaning/televising would continue for another week. The City was working on selling/donating fire equipment and organizing the garage space at city hall. Staff was also in the process of hiring a new Administrative & Communications Coordinator and a new employee was expected to be hired soon.

J. COMMUNITY FORUM:

*Please limit comments to 3 minutes per person. Items brought before the Council will be referred for consideration. Council may ask questions for clarification, but no council action or discussion will be held on these items.*

K. ADJOURNMENT: 7:25 PM.

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Randall C. Gustafson, Mayor

Dated this 13th day of April, 2022

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Tim Pittman, Interim City Administrator

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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	April 13, 2022
<b>Agenda Item</b>	Consent G1
<b>Attachment</b>	General Disbursements, Payroll, and Wire Payments
<b>Submitted By</b>	Roland Olson, Finance Director

<b>Item</b>	General Disbursements, Payroll and Wire Payments
<b>Description</b>	General Disbursements through: 4/6/22 \$94,643.72 Payroll through: 3/31/22 \$16,934.03 Wire Payments through: 3/31/22 \$22,188.15
<b>Budget Impact</b>	The general disbursements, payroll and wire payments are consistent with the budget.
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• General Disbursements, Payroll and Wire Payments</li> </ul>
<b>Action(s) Requested</b>	Staff recommends that the Falcon Heights City Council approve general disbursements, payroll and wire payments.

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
380	BERGANKDV					
I-1156781		BERGANKDV	15,000.00			
4/06/2022	APBNK	DUE: 4/06/2022 DISC: 4/06/2022 Preliminary Billing 2021 Audit		1099: N 101 4113-80310-000	AUDIT	15,000.00
		=== VENDOR TOTALS ===	15,000.00			
01-01034	BRAKE AND EQUIPMENT WAREHOUSE					
I-01KD7253		BRAKE AND EQUIPMENT WAREHOUSE	18.13			
4/06/2022	APBNK	DUE: 4/06/2022 DISC: 4/06/2022 Snap-In Tire		1099: N 101 4132-70120-000	SUPPLIES	18.13
		=== VENDOR TOTALS ===	18.13			
01-05115	GOPHER STATE ONE CALL					
I-2030384		GOPHER STATE ONE CALL	25.65			
4/06/2022	APBNK	DUE: 4/06/2022 DISC: 4/06/2022 Locates		1099: N 601 4601-88030-000	LOCATES	25.65
		=== VENDOR TOTALS ===	25.65			
01-05665	METROPOLITAN COUNCIL					
I-1137742		METROPOLITAN COUNCIL	40,389.49			
4/06/2022	APBNK	DUE: 4/06/2022 DISC: 4/06/2022 Waste Water Services May		1099: N 601 4601-85060-000	METRO SEWER CHARGES	40,389.49
		=== VENDOR TOTALS ===	40,389.49			
01-05794	MINNESOTA EQUIPMENT					
P68406		MINNESOTA EQUIPMENT	220.87			
4/06/2022	APBNK	DUE: 4/06/2022 DISC: 4/06/2022 Chain Cover		1099: N 101 4132-87000-000	REPAIR EQUIPMENT	220.87
		=== VENDOR TOTALS ===	220.87			
01-06002	NINENORTH					
I-2022-046		NINENORTH	683.66			
4/06/2022	APBNK	DUE: 4/06/2022 DISC: 4/06/2022 2 Municipal Meetings Web&Cable		1099: N 101 4116-85050-000	CABLE TV	683.66
		=== VENDOR TOTALS ===	683.66			

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
097 NORTHERN SANITARY SUPPLY CO						
I-203978		NORTHERN SANITARY SUPPLY CO	196.55			
4/06/2022	APBNK	DUE: 4/06/2022 DISC: 4/06/2022 Rotary Brush		1099: N 101 4131-70110-000	SUPPLIES	196.55
=== VENDOR TOTALS ===			196.55			
01-06314 REHDER FORESTRY CONSULTING						
I-241		REHDER FORESTRY CONSULTING	88.72			
4/06/2022	APBNK	DUE: 4/06/2022 DISC: 4/06/2022 Forestry Consulting Dec		1099: N 101 4134-80330-000	FORESTRY CONSULTANT	88.72
I-254		REHDER FORESTRY CONSULTING	262.43			
4/06/2022	APBNK	DUE: 4/06/2022 DISC: 4/06/2022 Forestry Consulting March		1099: N 101 4134-80330-000	FORESTRY CONSULTANT	262.43
=== VENDOR TOTALS ===			351.15			
01-05784 UPPER CUT TREE SERVICES						
I-5254		UPPER CUT TREE SERVICES	6,965.00			
4/06/2022	APBNK	DUE: 4/06/2022 DISC: 4/06/2022 Tree Trimming and Removal		1099: N 101 4134-84010-000	TREE TRIMMING	6,965.00
=== VENDOR TOTALS ===			6,965.00			
01-05737 VERIZON WIRELESS						
I-9902624293		VERIZON WIRELESS	103.27			
4/06/2022	APBNK	DUE: 4/06/2022 DISC: 4/06/2022 Cell Phones to March 23		1099: N 101 4131-85015-000	CELL PHONE	103.27
=== VENDOR TOTALS ===			103.27			
=== PACKET TOTALS ===			63,953.77			



PACKET: 02487 MAR 30 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
224		ALL TEST & INSPECTION INC				
I-OH22-13433		ALL TEST & INSPECTION INC	336.10			
3/30/2022	APBNK	DUE: 3/30/2022 DISC: 3/30/2022 Test Overhead Crane in Shop		1099: N 101 4131-87010-000	CITY HALL MAINTENANCE	336.10
		=== VENDOR TOTALS ===	336.10			
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01-00900		BEISSWENGER'S				
I-876894		BEISSWENGER'S	629.99			
3/30/2022	APBNK	DUE: 3/30/2022 DISC: 3/30/2022 Blower Backpack		1099: N 101 4132-70120-000	SUPPLIES	629.99
		=== VENDOR TOTALS ===	629.99			
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01-00875		BHE COMMUNITY SOLAR, LLC				
I-202203308113		BHE COMMUNITY SOLAR, LLC	652.87			
3/30/2022	APBNK	DUE: 3/30/2022 DISC: 3/30/2022 Solar Garden Elect Feb		1099: N 101 4131-85025-000	SOLAR ELECTRIC	652.87
		=== VENDOR TOTALS ===	652.87			
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01-05422		BP				
I-202203308114		BP	1,069.28			
3/30/2022	APBNK	DUE: 3/30/2022 DISC: 3/30/2022 Fuel		1099: N 101 4132-74000-000	MOTOR FUEL & LUBRICANTS	1,069.28
		=== VENDOR TOTALS ===	1,069.28			
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01-06290		CITY OF ROSEVILLE				
230799		CITY OF ROSEVILLE	545.22			
3/30/2022	APBNK	DUE: 3/30/2022 DISC: 3/30/2022 PMP Feb Engineering Feb Engineering Alley Feb		1099: N 426 4426-80100-000 101 4133-80100-000 419 4419-80100-000	ENGINEERING ENGINEERING SERVICES ENGINEERING	91.60 261.57 192.05
		=== VENDOR TOTALS ===	545.22			
-----						
01-05846		HERO PHC				
I-202203308115		HERO PHC	50.00			
3/30/2022	APBNK	DUE: 3/30/2022 DISC: 3/30/2022 Refund for Cancelled Project		1099: N 101 32230-000	PLUMBING PERMITS	50.00
		=== VENDOR TOTALS ===	50.00			

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-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
153	HOME DEPOT	CRC/GECF				
I-202203308106		QUICKCRETE	6.94			
3/30/2022	APBNK	DUE: 3/30/2022 DISC: 3/30/2022		1099: N		
		QUICKCRETE		101 4131-70110-000	SUPPLIES	6.94
		=== VENDOR TOTALS ===	6.94			
01-05058	JOSH JORDAN					
I-202203308108		TAE KWON DO INSTRUCTOR/MAR 22	446.40			
3/30/2022	APBNK	DUE: 3/30/2022 DISC: 3/30/2022		1099: Y		
		TAE KWON DO INSTRUCTOR/MAR 220		201 4201-87700-000	INSTRUCTOR-SPECIALTY CLA	446.40
		=== VENDOR TOTALS ===	446.40			
01-05582	MENARDS					
I-202203308107		GREASE AND FILL VALVE	31.97			
3/30/2022	APBNK	DUE: 3/30/2022 DISC: 3/30/2022		1099: N		
		GREASE AND FILL VALVE		101 4132-70120-000	SUPPLIES	31.97
		=== VENDOR TOTALS ===	31.97			
01-05263	MID CITY SERVICES- INDUSTRIAL					
I-179312		MID CITY SERVICES- INDUSTRIAL	56.85			
3/30/2022	APBNK	DUE: 3/30/2022 DISC: 3/30/2022		1099: N		
		Floor Mats Svc		101 4131-87010-000	CITY HALL MAINTENANCE	56.85
		=== VENDOR TOTALS ===	56.85			
01-05994	NORTHEAST YOUTH & FAMILY					
221		NORTHEAST YOUTH & FAMILY	11,286.74			
3/30/2022	APBNK	DUE: 3/30/2022 DISC: 3/30/2022		1099: N		
		2022 Municipality Cooperative		101 4111-86500-000	COOPERATIVE SERVICE	11,286.74
		=== VENDOR TOTALS ===	11,286.74			
01-06030	OLSON,ROLAND					
I-202203308111		MILEAGE REIMB	80.41			
3/30/2022	APBNK	DUE: 3/30/2022 DISC: 3/30/2022		1099: N		
		MILEAGE REIMB		101 4113-86010-000	MILEAGE	80.41
		=== VENDOR TOTALS ===	80.41			

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POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
024		ON SITE SANITATION				
I-1299544		ON SITE SANITATION	75.00			
3/30/2022	APBNK	DUE: 3/30/2022 DISC: 3/30/2022 Portable Toilets/Sanitizers		1099: N 601 4601-85080-000	PORTABLE TOILET PARKS	75.00
I-1299545		ON SITE SANITATION	160.00			
3/30/2022	APBNK	DUE: 3/30/2022 DISC: 3/30/2022 Portable Toilets/Sanitizers		1099: N 601 4601-85080-000	PORTABLE TOILET PARKS	160.00
=== VENDOR TOTALS ===			235.00			

01-06115 TIMOTHY PITTMAN

I-202203308109		FLEX PYMT	789.11			
3/30/2022	APBNK	DUE: 3/30/2022 DISC: 3/30/2022 FLEX PYMT FLEX PYMT FLEX PYMT		1099: N 101 21712-000 601 21712-000 602 21712-000	MEDICAL FLEX SAVINGS PAY MEDICAL FLEX SAVINGS PAY MEDICAL FLEX SAVINGS PAY	315.67 276.21 197.23
I-202203308110		MILEAGE REIMB	74.88			
3/30/2022	APBNK	DUE: 3/30/2022 DISC: 3/30/2022 MILEAGE REIMB		1099: N 101 4112-86010-000	MILEAGE & PARKING	74.88
=== VENDOR TOTALS ===			863.99			

01-06465 SAFE-FAST INC

I-INV258795		SAFE-FAST INC	87.60			
3/30/2022	APBNK	DUE: 3/30/2022 DISC: 3/30/2022 Vests		1099: N 101 4132-77000-000	CLOTHING	87.60
=== VENDOR TOTALS ===			87.60			

935 ST PAUL REGIONAL WATER SERVICE

I-202203308112		ST PAUL REGIONAL WATER SERVIC	126.78			
3/30/2022	APBNK	DUE: 3/30/2022 DISC: 3/30/2022 City Hall Water City Hall SS Community Park Water Community Park SS		1099: N 101 4131-85040-000 601 4601-85070-000 101 4141-85040-000 601 4601-85070-000	WATER SAC CHARGES AND SS CHARG WATER SAC CHARGES AND SS CHARG	59.15 16.83 36.34 14.46
=== VENDOR TOTALS ===			126.78			

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
3870	XCEL ENERGY					
I-202203308116		XCEL ENERGY	230.34			
3/30/2022	APBNK	DUE: 3/30/2022 DISC: 3/30/2022		1099: N		
		Elect		101 4121-85020-000	ELECTRIC	12.29
		Elect		209 4209-85020-000	STREET LIGHTING POWER	55.93
		Elect		209 4209-85020-000	STREET LIGHTING POWER	131.42
		Elect		209 4209-85020-000	STREET LIGHTING POWER	30.70
		=== VENDOR TOTALS ===	230.34			
		=== PACKET TOTALS ===	16,736.48			

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
039	BUGGS	PEST CONTROL				
I-33446		BUGGS PEST CONTROL	96.64			
3/14/2022	APBNK	DUE: 3/14/2022 DISC: 3/14/2022 Pest Control		1099: N 101 4131-87010-000	CITY HALL MAINTENANCE	96.64
		=== VENDOR TOTALS ===	96.64			
01-03103	CANON	FINANCIAL SERVICES				
I-28249611		CANON FINANCIAL SERVICES	122.39			
3/22/2022	APBNK	DUE: 3/22/2022 DISC: 3/22/2022 Copier Contract Charge March		1099: N 101 4131-87010-000	CITY HALL MAINTENANCE	122.39
		=== VENDOR TOTALS ===	122.39			
01-03110	CENTURY	LINK				
I-202203228100		CENTURY LINK	63.71			
3/22/2022	APBNK	DUE: 3/22/2022 DISC: 3/22/2022 Landline SVC		1099: N 101 4141-85011-000	TELEPHONE - LANDLINE	63.71
		=== VENDOR TOTALS ===	63.71			
01-05190	HYDRAULIC	SPECIALTY CO				
I-90007910119		HYDRAULIC SPECIALTY CO	477.24			
3/22/2022	APBNK	DUE: 3/22/2022 DISC: 3/22/2022 Repair Hydraulic Lines Parts		1099: N 101 4132-87000-000	REPAIR EQUIPMENT	477.24
		=== VENDOR TOTALS ===	477.24			
01-04570	JOSEPH, KATRINA E.					
122		JOSEPH, KATRINA E.	2,500.00			
3/22/2022	APBNK	DUE: 3/22/2022 DISC: 3/22/2022 Prosecutions Feb		1099: Y 101 4123-80200-000	LEGAL FEES	2,500.00
		=== VENDOR TOTALS ===	2,500.00			
01-05843	MN NCPERS	LIFE INSURANCE				
I-458800042022		MN NCPERS LIFE INSURANCE	48.00			
3/22/2022	APBNK	DUE: 3/22/2022 DISC: 3/22/2022 2022 Life Insurance April		1099: N 101 21709-000	OTHER PAYABLE	24.64
		2022 Life Insurance April		204 21709-000	OTHER PAYABLE	1.60
		2022 Life Insurance April		601 21709-000	OTHER PAYABLE	15.52
		2022 Life Insurance April		602 21709-000	OTHER PAYABLE	6.24
		=== VENDOR TOTALS ===	48.00			

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
24		OCCUPATIONAL HEALTH CENTERS OF				
I-103532079		OCCUPATIONAL HEALTH CENTERS O	76.00			
3/22/2022	APBNK	DUE: 3/22/2022 DISC: 3/22/2022 Random Drug Testing		1099: N 101 4132-89000-000	MISCELLANEOUS	76.00
		=== VENDOR TOTALS ===	76.00			
01-06030		OLSON,ROLAND				
I-202203228101		OLSON,ROLAND	119.00			
3/22/2022	APBNK	DUE: 3/22/2022 DISC: 3/22/2022 Flex Payment Flex Payment Flex Payment		1099: N 101 21712-000 601 21712-000 602 21712-000	MEDICAL FLEX SAVINGS PAY MEDICAL FLEX SAVINGS PAY MEDICAL FLEX SAVINGS PAY	98.77 17.85 2.38
		=== VENDOR TOTALS ===	119.00			
01-06185		RAMSEY COUNTY				
I-RISK-002153		RAMSEY COUNTY	975.80			
3/22/2022	APBNK	DUE: 3/22/2022 DISC: 3/22/2022 Insurance/HR Admin Fee		1099: N 101 4112-89000-000	MISCELLANEOUS	975.80
I-RISK-002159		RAMSEY COUNTY	975.80			
3/22/2022	APBNK	DUE: 3/22/2022 DISC: 3/22/2022 Insurance/HR Admin Fee		1099: N 101 4112-89000-000	MISCELLANEOUS	975.80
		=== VENDOR TOTALS ===	1,951.60			
01-06190		RAMSEY COUNTY - HAZARDOUS WAST				
I-202203148098		RAMSEY COUNTY - HAZARDOUS WAS	92.00			
3/14/2022	APBNK	DUE: 3/14/2022 DISC: 3/14/2022 Annual Hazardous Waste License		1099: N 101 4131-89000-000	MISCELLANEOUS	92.00
		=== VENDOR TOTALS ===	92.00			
01-06184		RAMSEY COUNTY - POLICE AND 911				
I-EMCOM-009852		RAMSEY COUNTY - POLICE AND 91	2,401.44			
3/22/2022	APBNK	DUE: 3/22/2022 DISC: 3/22/2022 911 Dispatch for January		1099: N 101 4122-81200-000	911 DISPATCH FEES	2,401.44
I-EMCOM-009869		RAMSEY COUNTY - POLICE AND 91	398.08			
3/22/2022	APBNK	DUE: 3/22/2022 DISC: 3/22/2022 CAD SVC January		1099: N 101 4122-81200-000	911 DISPATCH FEES	398.08

PACKET: 02484 March 14 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
=====						
1184	RAMSEY COUNTY	- POLICE AND 911( ** CONTINUED ** )				
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I-EMCOM-009917		RAMSEY COUNTY - POLICE AND 91	2,401.44			
3/14/2022	APBNK	DUE: 3/14/2022 DISC: 3/14/2022		1099: N		
		911 Dispatch for Feb		101 4122-81200-000	911 DISPATCH FEES	2,401.44
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I-EMCOM-009934		RAMSEY COUNTY - POLICE AND 91	398.08			
3/14/2022	APBNK	DUE: 3/14/2022 DISC: 3/14/2022		1099: N		
		CAD for February		101 4122-81200-000	911 DISPATCH FEES	398.08
		=== VENDOR TOTALS ===	5,599.04			
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01-06301	SAMS CLUB MC/SYNCB					
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I-202203228104		SAMS CLUB MC/SYNCB	677.07			
3/22/2022	APBNK	DUE: 3/22/2022 DISC: 3/22/2022		1099: N		
		Winterfest		101 4116-89010-000	SPECIAL EVENTS	9.35
		Zoom Virtual		101 4116-85040-000	VIRTUAL COMMUNICATIONS	220.11
		Pioneer Press Paper		101 4131-70110-000	SUPPLIES	16.00
		OSHA Training Multi-City Food		601 4601-70100-000	SUPPLIES	38.03
		Canva Annual Fee		101 4116-70100-000	SUPPLIES	119.40
		City Logo Apparel		101 4112-70100-000	SUPPLIES	63.85
		Dry Erase Board		101 4112-70100-000	SUPPLIES	70.33
		Sam's Club Annual Fee		101 4112-70100-000	SUPPLIES	140.00
		=== VENDOR TOTALS ===	677.07			
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01-06483	SENTRY SYSTEMS, INC.					
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I-775140		SENTRY SYSTEMS, INC.	94.50			
3/22/2022	APBNK	DUE: 3/22/2022 DISC: 3/22/2022		1099: N		
		Commercial Monitoring Services		101 4131-87100-000	PANIC BUTTON SECURITY	94.50
		=== VENDOR TOTALS ===	94.50			
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01-06930	U.S. POSTMASTER					
=====						
I-202203228102		U.S. POSTMASTER	961.62			
3/22/2022	APBNK	DUE: 3/22/2022 DISC: 3/22/2022		1099: N		
		Postage for Spring Newsletter		101 4116-70500-000	POSTAGE	961.62
		=== VENDOR TOTALS ===	961.62			

PACKET: 02484 March 14 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
01-05870	XCEL ENERGY					
I-202203148099	XCEL ENERGY		34.41			
3/14/2022	APBNK	DUE: 3/14/2022 DISC: 3/14/2022		1099: N		
		Elect		101 4141-85020-000	ELECTRIC/GAS	34.41
I-202203228103	XCEL ENERGY		1,040.25			
3/22/2022	APBNK	DUE: 3/22/2022 DISC: 3/22/2022		1099: N		
		Elect		101 4121-85020-000	ELECTRIC	39.05
		Elect		209 4209-85020-000	STREET LIGHTING POWER	39.81
		Elect		209 4209-85020-000	STREET LIGHTING POWER	16.09
		Elect		209 4209-85020-000	STREET LIGHTING POWER	35.95
		Elect		209 4209-85020-000	STREET LIGHTING POWER	2.08
		Elect		101 4131-85020-000	ELECTRIC	595.02
		Elect		101 4141-85020-000	ELECTRIC/GAS	278.58
		Elect		101 4141-85020-000	ELECTRIC/GAS	33.67
	=== VENDOR TOTALS ===		1,074.66			
	=== PACKET TOTALS ===		13,953.47			



EMP #	NAME	AMOUNT
0 022	RANDALL C GUSTAFSON	323.67
01-0023	MELANIE M LEEHY	282.45
01-0025	YAKASAH WEHYEE	282.45
01-0026	KAY ANDREWS	258.04
01-0027	ERIC G MEYER	282.45
01-1136	ROLAND O OLSON	3,305.90
01-1030	TIMOTHY J PITTMAN	3,600.79
01-1033	DAVE TRETSVEN	1,861.53
01-1143	COLIN B CALLAHAN	2,061.30

TOTAL PRINTED: 9 12,258.58

3-25-2022 6:48 AM PAYROLL CHECK REGISTER  
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 1  
 PAYROLL DATE: 3/25/2022

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
022	PAVEK, MEGAN E	R	3/25/2022	1,717.49	091212
162	LANDBERG, ALYSSA	R	3/25/2022	745.67	091213
018	MORETTO, PAUL A	R	3/25/2022	2,212.29	091214

3-25-2022 6:48 AM PAYROLL CHECK REGISTER  
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 2  
 PAYROLL DATE: 3/25/2022

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

REGULAR CHECKS:	3	4,675.45
DIRECT DEPOSIT REGULAR CHECKS:	9	12,258.58
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	12	16,934.03

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

March 15 payroll

Fed With	5,440.46
St With	894.66
Pera	3,013.30
ICMA	1,283.34
Child support	26.50
	<hr/>
	10,658.26

March 31 payroll

Fed With	5,768.83
St With	1,112.91
Pera	3,338.31
ICMA	1,283.34
Child support	26.50
	<hr/>
	11,529.89

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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	April 13, 2022
<b>Agenda Item</b>	Consent G2
<b>Attachment</b>	N/A
<b>Submitted By</b>	Tim Pittman, Interim City Administrator

<b>Item</b>	Community Development Coordinator/ City Planner Pay Adjustment
<b>Description</b>	From time to time, pay adjustments are needed to be in line with pay equity and area pay standards for the position of Community Development Coordinator and City Planner. The pay for the “Community Development Coordinator and City Planner” will need to be adjusted.
<b>Budget Impact</b>	The increase will be adjusted for 2022.
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	Staff would recommend approval of the pay adjustment for the Community Development Coordinator and City Planner to \$80,000 ( \$38.47/hr) effective immediately.

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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	April 13, 2022
<b>Agenda Item</b>	G3
<b>Attachment</b>	2021 Sanitary Sewer Lining Billing, Map
<b>Submitted By</b>	Stephanie Smith, Asst. City Engineer

<b>Item</b>	Approve payment for the 2021 Sanitary Sewer Lining Project
<b>Description</b>	<p>The City of Roseville and the City of Falcon Heights cooperated on the rehabilitation of various sanitary sewer lines throughout both cities. The project installed Cast-In-Place Pipes (CIPP) within existing sewer lines using trenchless installation to minimize excavation costs and service disruption.</p> <p>Council approved a cooperative agreement for this project on October 28, 2020, which detailed the costs for the project between the two cities and allowed Roseville to invoice Falcon Heights for reimbursement of construction costs. Likewise, Roseville staff time spent on this project has been proportionately billed to Falcon Heights based on the current Joint Powers Agreement for engineering services.</p>
<b>Budget Impact</b>	<p>The original estimated cost for Falcon Heights was \$200,000. Additional pipe segments were added based on discussions with City staff to coordinate with other projects in the area, which resulted in a project cost increase since approval.</p> <p>The invoiced amount of \$279,365.28 will be paid using Sanitary Sewer Utility funds.</p>
<b>Attachment(s)</b>	2021 Sanitary Sewer Lining Billing Map
<b>Action(s) Requested</b>	Approve the \$79,365.28 increase in costs from the Sanitary Sewer Fund. Approve payment for the 2021 Sanitary Sewer Lining Project.



**Public Works Department/Engineering**

# Memo

**To:** Karla Rangitsch, Finance  
**From:** Beth Kolodjski, Public Works  
**Date:** March 16, 2022  
**Re:** Request for Invoice

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Please prepare an invoice for the charges outlined below and forward it, along with the attached sheet(s), to:

City of Falcon Heights  
 Attn: City Administrator  
 2077 West Larpenteur Avenue  
 Falcon Heights, MN 55113

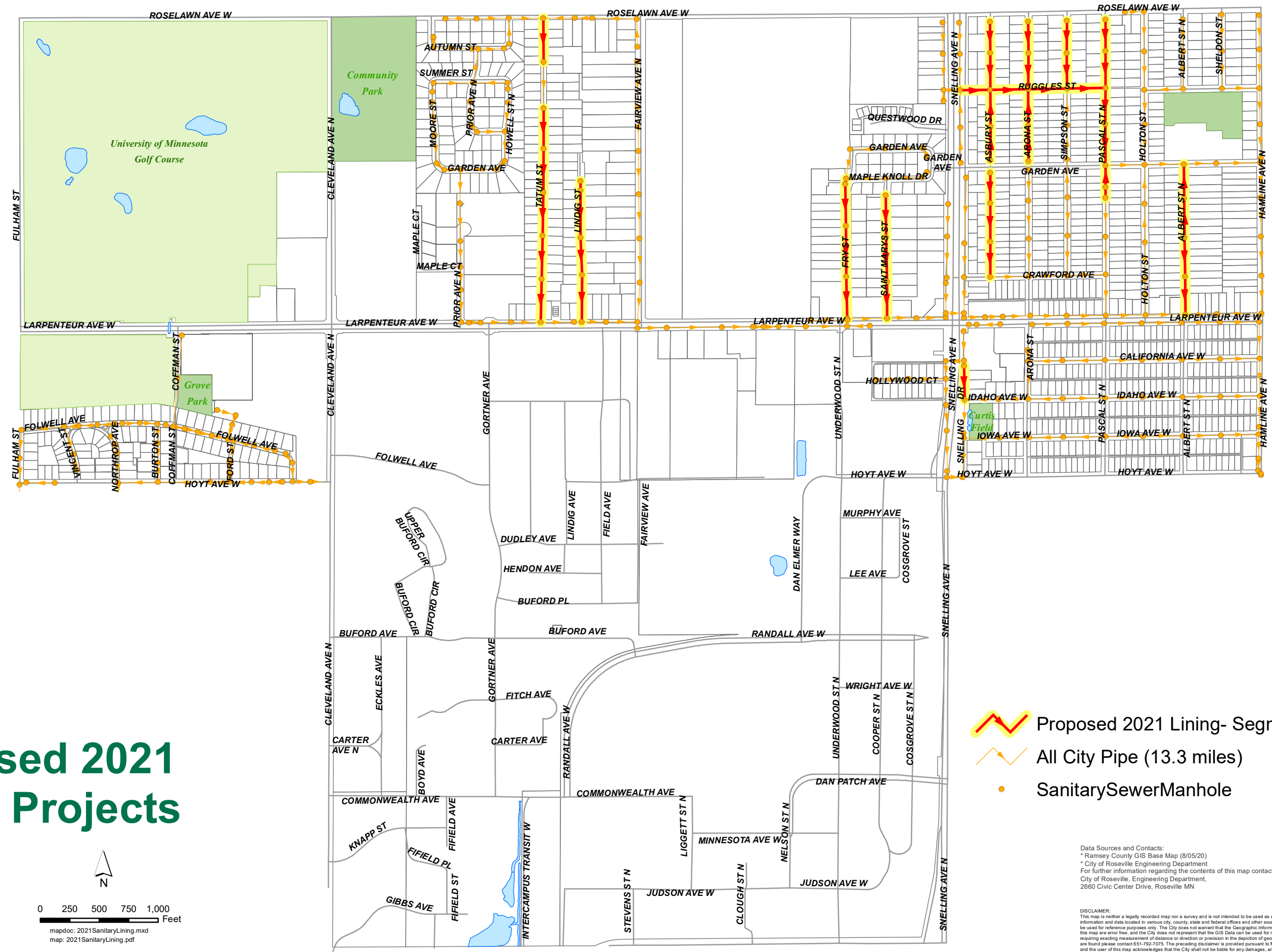
<b>Name</b>	<b>Amount</b>	<b>Account Number</b>
21-06 Sanitary Sewer Lining – FH share	274,095.65	600-05-50-00-2106-61-334000
21-06 Sanitary Sewer Lining – Staff time	5,269.63	600-05-50-00-2106-61-334000
<b>Total</b>	<b>\$279,365.28</b>	

Let me know if you have any questions. Thank you!

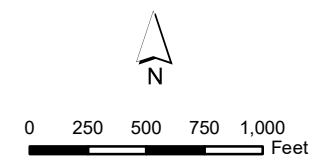
**21-06 Sanitary Sewer Lining Billing Worksheet - 3/11/2022**

Item #	Description	U/M	Unit Price	RV Quantity	RV Total	FH Quantity	FH Total	Total Quantity	Total Costs	
1	REOPEN SANITARY SERVICE CONNECTION	EA	\$ 10.00	456	\$ 4,560.00	308	\$ 3,080.00	764	\$ 7,640.00	
2	REMOVE PROTRUDING SERVICE CONNECTION	EA	\$ 310.00	13	\$ 4,030.00	4	\$ 1,240.00	17	\$ 5,270.00	
3	LINING SEWER PIPE 8"	LF	\$ 19.00	27806	\$ 528,314.00	12599	\$ 239,381.00	40405	\$ 767,695.00	
4	LINING SEWER PIPE 8" EASEMENT	LF	\$ 19.00		\$ -		\$ -		\$ -	
5	LINING SEWER PIPE 10"	LF	\$ 25.35	2774	\$ 70,320.90	1199	\$ 30,394.65	3973	\$ 100,715.55	
6	LINING SEWER PIPE 10" EASEMENT	LF	\$ 25.35		\$ -		\$ -		\$ -	
7	LINING SEWER PIPE 12"	LF	\$ 38.00	2443	\$ 92,834.00		\$ -	2443	\$ 92,834.00	
8	LINING SEWER PIPE 12" EASEMENT	LF	\$ 38.00		\$ -		\$ -		\$ -	
9	LINING SEWER PIPE 15"	LF	\$ 45.00	330	\$ 14,850.00		\$ -	330	\$ 14,850.00	
10	LINING SEWER PIPE 18"	LF	\$ 51.00	2743	\$ 139,893.00		\$ -	2743	\$ 139,893.00	
11	LINING SEWER PIPE 18" EASEMENT	LF	\$ 51.00		\$ -		\$ -		\$ -	
<b>Roseville Total:</b>					<b>\$ 854,801.90</b>	<b>Falcon Heights Total:</b>		<b>\$ 274,095.65</b>	<b>Grand Total</b>	<b>\$ 1,128,897.55</b>








# Proposed 2021 Lining Projects



mapdoc: 2021SanitaryLining.mxd  
map: 2021SanitaryLining.pdf

Prepared by:  
City of Roseville Engineering Department  
September 21, 2020

-  Proposed 2021 Lining- Segment 3 (13,711')
-  All City Pipe (13.3 miles)
-  SanitarySewerManhole

Data Sources and Contacts:  
\* Ramsey County GIS Base Map (8/05/20)  
\* City of Roseville, Engineering Department  
For further information regarding the contents of this map contact:  
City of Roseville, Engineering Department,  
2660 Civic Center Drive, Roseville MN

DISCLAIMER:  
This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found please contact 651-792-7075. The preceding disclaimer is provided pursuant to Minnesota Statutes §466.03, Subd. 21 (2000), and the user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.

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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	April 13, 2022
<b>Agenda Item</b>	Consent G4
<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. The City's previous Master Partnership Agreement expires on June 30, 2022.</p> <p>The attached letter (Attachment C) 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 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, construction administration or emergency services provided by either party.</p> <p>The Master Partnership Contract has an expiration date of June 30, 2027 or upon 30 day written notice of either party.</p>
<b>Budget Impact</b>	There are no costs for this agreement.
<b>Attachment(s)</b>	A: Resolution; B: MnDOT Master Partnership Contract; C: Cover Letter

<b>Action(s) Requested</b>	Approve resolution entering into a Master Partnership Contract with the Minnesota Department of Transportation.
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**STATE OF MINNESOTA  
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the “State” and the Falcon Heights City, acting through its City Council, in this contract referred to as the “Other Party.”

**Recitals**

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1. The parties are authorized to enter into this contract 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 contracts 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 purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a “Work Order” contracts.
7. After the execution of this MPC, 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 MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

**Contract**

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

- 1.1. **Effective Date:** This contract will be effective on July 1st, 2022, or upon the date last signed by all State officials as required under Minn. Stat. § 16C.05, subd. 2, whichever occurs last. The Other Party must not begin work under this Contract until ALL required signatures have been obtained and the Other Party has been notified in writing to begin such work by the State’s Authorized Representative.
- 1.2. **Expiration Date.** This Contract will expire on June 30, 2027.
- 1.3. **Exhibits.** Exhibit A is attached and incorporated into this agreement.
- 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Other Party) for each particular engagement, except for Technical Services provided by the State to the Other Party as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully

executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. The Other Party understands that this MPC 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 MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.
- 1.7. **Definition of “Providing Party” and “Requesting Party”.** For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. “Requesting Party” is defined as the party requesting the other party to perform work under a work order contract. “Providing Party” is defined as the party performing the scope of work under a work order contract.

## 2. Technical Services

- 2.1. Technical Services include repetitive low-cost services routinely performed by the State for the Other Party. If requested and authorized by the Other Party, these services may be performed by the State for the Other Party 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. Exhibit A – Table of Technical Services is attached.
  - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract (If you have questions regarding whether a service is covered under 2.1.1, please contact Contract Management).
- 2.2. The Other Party 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 Other Party 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 Other Party the State’s then-current rate for performing the Technical Services. The then-current rate may include the State’s normal and customary additives. The State will invoice the Other Party 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) cultural resources, 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 Other Party 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.. 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 Other Party will not be paid for work performed prior to execution of a work order contract and authorization by the State.

#### 4. Responsibilities of the Providing Party

- 4.1. **Terms Applicable to ALL Work Order Contracts.** The terms in this section 4.1 will apply to ALL work order contracts.
  - 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 MPC 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 contract. 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 contract 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 Other Party 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 Contract will require the Other Party to deposit payment in advance. The costs and expenses will include the current State 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 are 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, 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 contract 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 order contracts 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 contract, 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 contract.
- 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 contract when necessary. The Other Party will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Other Party 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 Other Party is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
  - a. The Other Party 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 Other Party, or its contractor, if work is suspended or stopped due to any such condition or concern.
  - b. The Other Party will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
  - c. The Other Party will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.
  - d. 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 Other Party 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 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**

- 6.1. 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 additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary 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 Other Party under all work order contracts issued pursuant to this MPC will not exceed \$500,000.00.
- 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 contract, 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 Other Party 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 Other Party.**
  - a. The Other Party will make payment to the order of the Commissioner of Transportation.
  - b. 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.
  - c. Remit payment to the address below:  
MnDOT  
Attn: Cash Accounting  
RE: MnDOT Contract Number 1050154W[XX] and Invoice Number: 00000[#####]  
(see note above)  
Mail Stop 215  
395 John Ireland Blvd  
St. Paul, MN 55155
- 7.4.3. **Payment by the State.**
  - a. Generally. The State will promptly pay the Other Party after the Other Party 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.
  - b. 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 Other Party has satisfactorily fulfilled all the terms of the work order contract.

**8. Conditions of Payment**

- 8.1. 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 Requesting Party to be unsatisfactory or performed in violation of federal or state law.

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

- 9.1. 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.
- 9.2. The State's Project Manager will be identified in each work order contract.

**10. Other Party's Authorized Representative and Project Manager**

- 10.1. The Other Party's Authorized Representative for administering this master contract is the Other Party's Engineer, and the Engineer has the responsibility to monitor the Other Party's performance. The Other Party's Authorized Representative is also authorized to execute work order contracts on behalf of the Other Party without approval of each proposed work order contract by its governing body.
- 10.2. The Other Party'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 MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, 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 contracts between the State and the Other Party. 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**

- 12.1. Each party will be responsible for its own acts and omissions to the extent provided by law. The Other Party'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 MPC and any work order issued hereunder.

**13. State Audits**

- 13.1. 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 MPC.

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

- 14.1. **Government Data Practices.** The Other Party 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 MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Other Party under this MPC 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 Other Party 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 subdivisions 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.**

- a. **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.
- b. **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**

- 15.1. 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 Other Party 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 Other Party lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:
- 15.2. **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.

- 15.3. **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.
- 15.4. **Minn. R. Parts 5000.3400-5000.3600.**
- 15.4.1. **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.
- 15.4.2. **Disabled Workers.** The Contractor must comply with the following affirmative action requirements for disabled workers:
- a. 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.
  - b. 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.
  - c. 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.
  - d. 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.
  - e. 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.
- 15.4.3. **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.
- 15.4.4. **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

- 16.1. Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, 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 Other Party 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 Other Party's responsibilities under the Minnesota Government Data Practices Act.

**18. Governing Law, Jurisdiction, and Venue**

- 18.1. 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**

- 19.1. The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Other Party lets a contract for work pursuant to any work order, the Other Party 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 Other Party 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.**

- 20.1. The Other Party 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 MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Other Party. Upon termination, the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.2. **Termination by the Other Party for Convenience.** The Other Party may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination,

the Other Party 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 MPC 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 Other Party. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Other Party 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 Other Party notice of the lack of funding within a reasonable time of the State's receiving that notice.

**22. Data Disclosure**

- 22.1. Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Other Party 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 Other Party to file state tax returns and pay delinquent state tax liabilities, if any.

**23. Defense of Claims and Lawsuits**

- 23.1. If any lawsuit or claim is filed by a third party (including but not limited to the Other Party's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Other Party 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 Other Party 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 Other Party 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 Other Party, and will not be bound by the terms of any settlement entered into by the Other Party except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

**24. Additional Provisions**

- 24.1. NONE

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**OTHER PARTY**

The Other Party certifies that the appropriate person(s) have executed the contract on behalf of the Other Party as required by applicable articles, bylaws, resolutions or ordinances.

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

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

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

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

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

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

**COMMISSIONER OF TRANSPORTATION**

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

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

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

**COMMISSIONER OF ADMINISTRATION**

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

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



Source Code	Title	Description
1735	Bituminous Plant Inspection	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with bituminous plant inspection.
2830	Bridge Bearing Assemblies	All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffic
2819	Bridge Curb, Walk And Railing	Repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and median barriers on bridges. Includes related traffic control.
2820	Bridge Deck	Work associated with bridge deck and slab repair regardless of removal depth or type of material used for patching. Includes deck or slab overlays and replacements and underside deck delamination. Includes related traffic control.
2838	Bridge Deck Crack Sealing	All tasks related to deck crack sealing. Includes related traffic control.
2827	Bridge Expansion, Relief Joints	All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device bolts and replacing seal glands. Includes related traffic control.
2855	Bridge Inspection Direct Support	Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance.
2828	Bridge Inspection-Federal Fund	All bridge inspection tasks for non-MnDOT bridges funded by the federal Fracture-Critical Bridge Program (Project Code will begin with TSL and with the local bridge number). Includes related inspection reports. For MnDOT Trunk Highway bridges (Project Code begins with TSO followed by the bridge number) and local and Department of Natural Resources (DNR) (bridge number begins with 9A follow by bridge number) bridge inspections to be billed to the local government or Department of Natural Resources (DNR) use Source Code 2824.
2824	Bridge Inspection-Non-Federal	All tasks related to inventory, inspection, and load capacity rating work done on trunk highway bridges to meet the requirements of the National Bridge Inspection System and/or Minnesota Bridge Safety Inspection Program or for billing to local governments. Includes related inspection reports and deck condition surveys.
1421	Bridge Management System Operation/Administration/Data	Use for tasks related to the Bridge Management System, including operations, administration, or data entry.
2847	Bridge Poured/ Relief Joint Seal	All tasks associated with resealing bridge construction joints. Includes related traffic control. Related source type codes: Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance).
2829	Bridge Superstructure	All tasks to repair any bridge component above the bridge seat that is not included in other source codes. Includes repairs to all types of bridge superstructure elements such as girders, beams, floor beams, trusses, stringers, t-beams, precast channels, and box girders. Includes related traffic control.
2316	Brush & Tree Removal	Maintaining, watering, trimming, and removing highway right of way tree and brush. Includes chipping of tree limbs and stump removal/grinding. Includes related traffic control.
0032	Business Unit Management	All expenses of business/office managers for general management and administration of support functions. includes administering central facilities maintenance and facilities capital budgets.
3000	Class Of Frequency Coordination	Use for frequency coordination done with APCO, AASHTO or FCCA.

Source Code	Title	Description
1733	Concrete Plant Inspections	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with stationary concrete plants or mobile concrete paving plant inspection.
1734	Construction Materials Inspections	Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete, reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices).
1802	Construction Surveying	Use for surveys to provide staking for the contractor's operations and for any other construction phase surveying
2106	Crack Sealing	All surface crack sealing, crack filling, or rout and seal operations. Includes related materials, hauling, stockpiling, and traffic control.
3023	Elec Comm Eq Rep - Miles	
0400	Equipment Calibration-Mat Insp	Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects.
1800	Field Inspection	All construction project field inspection (not cyclical inspection of assets), including preparatory plans & spec review, measurement, and verification other than environmental monitoring. Includes field inspection of materials such as gradations, densities/DCP, proctors, compaction, slump tests, and field air tests. Witnessing claims, determination and computation of pay quantities, materials control and certification for progress vouchers, but not for final payments. Includes collecting and transporting samples for lab tests, but not the actual laboratory verifications. Includes all construction phase project related activities for project and resident engineers such as problem resolution, guidance and direction to field technicians. Includes all miscellaneous field engineering expenses used by district offices such as space rental, utilities, or other costs charged to the construction project Includes all work associated with evaluation of implementation of intelligent compaction devices to determine if construction contract terms have been met.
1040	Final Design Surveys	All district field and office tasks needed to respond to supplemental "Requests for Survey Data" and add the data to the surveys base map or DTM.
0601	Gen Training Preparation - Delivery	Use for time, materials, and travel expenses when developing or delivering training. includes course preparation, designing materials, and managing training records.
2210	Guardrail-Install/Repair/Maintenance	Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. includes related traffic control.
2624	Indirect Expense	Indirect shop expenses and shop equipment. Allocate to mobile equipment.
1871	Lighting Maintenance & Utilities	All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes repairing, maintaining, or replacing supports necessary for roadway lighting luminaries. Includes patrol highway lighting, inspect lighting structures, electrical service for highway lighting, re-lamping, pump stations, anti-icing systems, truck roll-over warning systems and electrical repairs. Includes traffic control in support of roadway lighting activities. Use for tasks related to public inquiries/complaints, review utility billings, provide data, and conduct field reviews.

Source Code	Title	Description
1875	Locate One Call	Finding and marking locations of buried conduit, cables, hand holes, loops, etc. in order to maintain or repair the traffic management system, signal systems, or roadway lighting systems.
1732	Material Testing & Inspection	Performing construction phase and research physical and chemical laboratory testing, and related technical services in the districts and central labs, and for performing research and construction phase non-destructive testing materials surveys, and related technical services in the field and offices. Includes detour surveys. Non-destructive tests include, skid resistance and falling weight deflectometer (FWD) testing.
2660	Misc Revenue	Used only by Office of Financial Management for billing and deposit transactions and to record payments to the department for gravel sold to contractors and others.
2822	Miscellaneous Bridge Maintenance	Miscellaneous maintenance tasks performed on a specific bridge or structure not covered by other source codes. Includes work on items such as stairways, drains, fencing, light bases, transient guards, and access doors. Includes transient removal, ordering materials, and picking up equipment. Includes related traffic control.
3049	On Call Electronic Communications Infrastructure Maintenance	To be used by Statewide Radio Communications personnel to record on-call time.
2142	Overhead Sign Panel Maintenance	Work related to the repair and replacement of overhead sign panels, extruded sign panels mounted on I-beams, and overhead sign structures. Includes related cable locates and traffic control. Does not include structural work.
2102	Patching	Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching
1520	Pavement Management System	For tasks related to the operation of the pavement management system, including development and maintenance/technical support. Includes tasks to meet needs external to MnDOT.
2406	Plowing & Material Application	Shoulder to shoulder snow removal operation, winging back, snow blowing drifts, and the application of de-icing chemicals using mobile equipment. Includes changing cutting edges during event and related traffic control.
3005	Radio - Mobile Equipment	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency (State Patrol, DNR, BCA, Fire Marshall). See OSRC Project Code list.
3027	Radio Programming	Creating or modifying radio frequency programs and programming mobile and portable radios. Does not include mobile radios used as fixed base radios as part of the Inter-OP System (Use 3009).
3002	Radio/Electronic Infrastructure	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency; Department of Public Safety (DPS) includes State Patrol (SP) Bureau of Criminal Apprehension (BCA), Fire Marshall); does not include Department of Natural Resources (DNR). See OSRC Project
3007	Radio/Electronic System Engineering	Use for design of microwave, radio and miscellaneous electronic systems.
3009	Radio/Electronic System Upgrade & Installation	Use for the installation and other services needed to provide major system upgrades or improvements to wireless or electronic systems. Use for all work performed to correct or repair deficiencies found in a new installation.
1716	Record Sampling	Used by Materials and Research Section and district materials staff to verify inspector" sampling and testing procedures and checking inspectors' equipment during project construction as required by FHWA. Use when performing field tests on split sample.

Source Code	Title	Description
2222	Sign/Delineation/Marker Repair	Replacing, repairing, and washing signs (including temporary stop signs). Includes re-sequencing intersection signing and repair/replace overhead and extrude signs mounted on I-beams. Includes related cable locates and traffic control.
1182	Soils/Foundation Field/Laboratory Tests	All laboratory testing necessary to provide geotechnical information to complete roadway soils recommendations and approvals for use in the development of Final Design Plans and Special Provisions. Lab work includes R-value, resilient modulus, soil classification, gradation, proctor testing, unconfined compression, consolidation, direct simple shear, direct shear, permeability and triaxial tests.
1879	State Furnished Materials	Use to record labor hours, equipment usage, and material costs to supply state furnished materials to a state road construction project with federal participation.
1738	State Project - Specific Materials Inspection	Performing material inspection and engineering for materials designated for a specific construction project (SP). Generally applies to inspection of such things as structural steel, prestressed concrete items, and most precast concrete items and related technical services in the field and offices when related to a particular SP. Use for SP specific tasks related to performing the review of shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering and technical services in the field and offices).
1434	Structural Metals Inspection-Non DOT	Reviewing shop drawings furnished by suppliers, fabricators, and contractors (working drawing or calculations), and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices) for local agency projects.
2629	Supplies & Small Tools	Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit.
0152	Support Services	Work that supports general office management, system management such as entering data into SWIFT, PPMS, PUMA and other MnDOT systems, attending staff meetings and other indirect support activities.
1312	Tech Assist-Outside MnDOT	Use when providing technical assistance to an organization external to MnDOT.
3025	Tower/Building Maintenance	Use for all tasks related to the maintenance of a tower building or site. Includes towers, buildings, generators, LP system, fencing, landscaping, grounding, ice bridge, cable management, climbing ladders, card key systems, and HVAC.
1876	Traffic Counting	Use to record labor, equipment usage, and material costs for activities related to traffic counts made for statewide traffic monitoring or traffic operations. Includes all activities related to traffic counting, such as taking requests, assigning priorities, collecting field data, processing data, and developing new techniques for collection.
1501	Traffic Management System (TMS)	Used by traffic operations staff for all tasks that support the RTMC's operations center (or TOCC) providing traveler information, managing incidents and monitoring the FMS. Includes dynamic message sign maintenance, ramp meter maintenance, camera maintenance, and loop detection activities. Includes maintenance activities related to any ITS or TMS device such as RTMC cables, monitor wall, switchers, routers, or modems. Use to record all costs for maintenance activities related to traffic management fiber optics. Use for tasks related to maintaining traffic operations software including minor software enhancements and fixes. Use when providing traffic operations technical assistance external to MnDOT. Use with

Source Code	Title	Description
1513	Traffic Management System (TMS) Integration	For tasks associated with the incorporation of new and existing TMS devices (cameras, loops, DMS, and other ITS devices) into existing infrastructure to ensure proper operation. Use with the Construction/Program Delivery Appropriation.
1500	Traffic Mgt System Maintenance	Used by staff to maintain various Intelligent Transportation System (ITS) devices such as dynamic message signs, ramp meters, cameras, detection, cables, RICWS, video wall monitors, switches, routers or modems. Used to record all costs for maintenance activities related to traffic management fiber optics. Not to be used for Lighting or Traffic Signal maintenance.
1721	Traffic Sign Work Orders	Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T790081).
2863	Traffic Signal Inspection	Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control.
1870	Traffic Signal Maintenance	Work related to the structural repair and replacement of traffic signal system structures and all electrical maintenance for traffic signal systems including electrical power, labor, equipment materials, GSOC locates, traffic control and responses to public inquiries.
2834	Waterway Maintenance	All tasks related to waterway maintenance for deck bridges. Includes debris removal, waterway cleanup, channel repair, and channel protection repair that is not part of slope protection. Includes related traffic control.

To: Local Agency

Date: April 7, 2022

RE: **Proposed Master Partnership Contract**

Attached is a copy of a proposed master partnership contract between the Minnesota Department of Transportation (Mn/DOT) and your Local Agency.

The Master Partnership Contract provides a framework for Mn/DOT and Local Agencies to provide services and payment to each other. A few MnDOT provided routine services are included in the contract—see Exhibit A-- but all other services require work orders describing costs and scope.

Kindly review the enclosed document and if acceptable, arrange to have it presented to your Council/Board for their approval and execution. Please provide signatures only under the **Local Government** heading.

Also required is a new resolution passed by the Council/Board 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.)**

Please return to me at [sharon.lemay@state.mn.us](mailto:sharon.lemay@state.mn.us). 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. If your local agency will not be executing this contract, please send me an email informing me of this so I can remove you from our list.

Thank You

Sharon LeMay, Metro State Aid

An Equal Opportunity Employer



**CITY OF FALCON HEIGHTS  
COUNCIL RESOLUTION**

April 13, 2022

No. 22-12

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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.

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Moved by:

Approved by: \_\_\_\_\_  
Randy Gustafson  
Mayor  
April 13, 2022

GUSTAFSON  
LEEHY  
MEYER  
ANDREWS  
WEHYEE

\_\_\_ In Favor

\_\_\_ Against

Attested by: \_\_\_\_\_  
Tim Pittman  
Interim City Administrator  
April 13, 2022



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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	April 13, 2022
<b>Agenda Item</b>	G5
<b>Attachment</b>	Proposal for Geotechnical Evaluation
<b>Submitted By</b>	Stephanie Smith, Asst. City Engineer

<b>Item</b>	Approve Proposal for Geotechnical Evaluation for the 2023 Pavement Management Project
<b>Description</b>	<p>The City of Falcon Heights capital improvement plan has identified the streets included in the 2023 Pavement Management Plan (PMP) for improvement. Garden Avenue and the streets in the Falcon Woods neighborhood are showing a pattern of deterioration that indicates a more substantial rehabilitation process will be required.</p> <p>City staff requested a proposal for Geotechnical Evaluation of these streets to include sampling and testing the pavement, aggregate base and underlying soils. The evaluation will include a recommendation for rehabilitation techniques that will provide a cost-effective and long-term rehabilitation solution. The final report shall be completed this summer and will be used to inform the Feasibility Study for the 2023 PMP.</p> <p>Attached is the proposal received from Braun Intertec.</p>
<b>Budget Impact</b>	The Geotechnical Evaluation is proposed at a lump sum fee of \$10,350. This amount would be funded through the Streets Fund. Please note, the additional traffic control cost listed in the proposal is not considered necessary due to the low off-peak traffic volumes at Garden Avenue.
<b>Attachment(s)</b>	Proposal for Geotechnical Evaluation
<b>Action(s) Requested</b>	Approve the Proposal for Geotechnical Evaluation for the 2023 Pavement Management Project.

April 4, 2022

Proposal QTB156087

Stephanie Smith, PE  
City of Falcon Heights  
2077 Larpenteur Avenue West  
Falcon Heights, MN 55113

Re: Proposal for a Geotechnical Evaluation  
Falcon Heights 2023 Pavement Management  
Falcon Heights, Minnesota

Dear Ms. Smith:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the proposed project at the above referenced site.

## **Project Information**

Per the RFP provided by the City of Falcon Heights, we understand the proposed project will include improvements to select roadways in Falcon Heights, Minnesota. The first portion of the project will include pavement improvements to Garden Avenue between Hamline Avenue and Snelling Avenue and the second portion of the project will include pavement improvements to Autumn Street, Summer Street, Prior Avenue, Moore Street, Howell Street, and Garden Avenue from Moore Street to Howell Street. We understand planned improvements to the existing roadways will include, at minimum, the reclamation of the existing bituminous pavements and aggregate base corrections as needed.

## **Purpose**

The purpose of our geotechnical evaluation will be to core the existing pavement sections, and characterize subsurface soil conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for use in the design and rehabilitation/reconstruction of the existing roadways.

## **Scope of Services**

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

## **Site Access**

Based on aerial photographs, it appears that the site is accessible with an truck-mounted drill rig. We assume there will be no cause for delays in accessing the exploration locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing to access the site.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Our fees do not include potential costs due to stand-by time. For stand-by time (defined as time spent by our field crew due to circumstances that are beyond the control of our field crew or its equipment, or beyond the scope of services indicated above), additional fees will apply.

### **Permits**

We will obtain a right-of-way permit with the City prior to beginning our fieldwork. We assume the City will waive permit fees as we will be completing the work for the City. We have not assumed any work hour restrictions associated with this work.

### **Traffic control**

We have included fees for traffic control as we perform our work. Based on the available aerial photographs of the site, we assume the flaggers will likely be required for us to safely completed our work along Garden Avenue. If the City is able to perform traffic control, we may be able to eliminate these fees. Similarly, if the traffic counts are deemed to be low enough, we may be able to perform our work with the use of signs. We will coordinate this with the City prior to arrival on site.

For the Falcon Woods area, we assume traffic will be light enough to use signs to safely facilitate our work.

### **Staking**

We will stake prospective subsurface exploration locations, as selected by Braun Intertec in conjunction with the City, and obtain surface elevations at those locations using GPS (Global Positioning System) technology. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project, or give us contact information for the consultant that might have such information.

### **Utility Clearance**

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

### **Pavement Cores**

At each soil boring location, we will core the pavement and record the thickness of the underlying apparent aggregate base layer prior to drilling. The cores will be returned to our office and photographs of these pavement cores will be included in the geotechnical evaluation report.

### **Subsurface Exploration**

We propose to drill 11 Standard Penetration Test (SPT) soil borings to depths of approximately 5 feet below pavement at each location. We will sample continuously in the upper 2 feet of the subgrade soils and at 2 1/2-foot intervals at greater depths.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth and consolidation settlement. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

### **Groundwater Measurements**

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs. We will then backfill the borings immediately follow completion of drilling.

### **MDH Notification and Sealing Record**

Since our planned exploration will be less than 15 feet in depth, the Minnesota Statutes will not require that we complete any notifications or sealing records. If the Record or Form are required by extending the borings, we will contact you to discuss the additional fees and sealing requirements.

### **Borehole Abandonment**

We will backfill our exploration locations immediately after completing the drilling at each location. Upon backfilling or sealing exploration locations, we will fill holes in pavements with a temporary patch.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

### **Sample Review and Laboratory Testing**

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing moisture content tests, mechanical analyses (through a #200 sieve only), organic content tests, and Atterberg limits tests.

We will determine the actual laboratory testing for the project depending on the encountered subsurface conditions. If we identify a laboratory testing program that exceeds the budget included in this proposal but provides additional value to the project, we will request authorization for the additional fees through a Change Order.

### **Engineering Analyses**

We will use data obtained from the subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to structure and pavement design and performance.

## Report

We will prepare a report including:

- A sketch showing the exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for the rehabilitation/reconstruction of the existing roadways.
- Recommendations for pavement design thicknesses.

We will only submit an electronic copy of our report to you upon completion.

## Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 8 to 9 weeks following receipt of written authorization
- Field exploration – 1 day on site to complete the soil borings and pavement cores
- Classification and laboratory testing – within 1 to 2 weeks after completion of field exploration
- Preliminary results – within 1 week of completion of the field exploration
- Final report submittal – within 1 to 2 weeks after completion of the field exploration and laboratory testing

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

## Fees

We will furnish the services described in this proposal for a lump sum fee of **\$13,150** (\$10,350 for the geotechnical exploration/evaluation and \$2,800 for traffic control). We will not exceed this lump sum without receiving prior authorization.

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

### **Alternative Scope – Hand Auger Probes**

As an alternative to performing soil borings, Braun Intertec can perform hand auger borings as an alternative to drilling. The hand auger probes can be advanced to depth of approximately 3 feet beneath the surface. The hand auger will be manually advanced in 6 to 8-inch increments and soil samples can be recovered within the flights of the auger to be used in soil classification or collected for laboratory testing.

Hand auger probes do not provide any penetration resistance values. If the design team is concerned with the relative strength of the subgrade, we recommend performing soil borings. However, if the design team knows they will be reclaiming the existing pavement sections, that will limit the ability for the contractor to perform subgrade corrections, and strength parameters may not be as critical. If that is the case, hand auger probes may prove to be more economical.

We anticipate the use of hand auger probes could reduce our cost to approximately **\$12,350** (\$9,550 for the geotechnical exploration/evaluation and \$2,800 for traffic control). Please reach out to use if this alternative scope is an option for the city and we can revise our proposal as needed.

### **General Remarks**

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Richard Jett at 815.545.7059 ([rjett@braunintertec.com](mailto:rjett@braunintertec.com)) or Josh Kirk at 507.514.1348 ([jkirk@braunintertec.com](mailto:jkirk@braunintertec.com)).

Sincerely,

BRAUN INTERTEC CORPORATION



Richard S. Jett, PE  
Project Engineer



Joshua L. Kirk, PE  
Account Leader, Senior Engineer

Attachments:  
General Conditions (1/1/18)

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The proposal is accepted, and you are authorized to proceed.

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**Authorizer's Firm**

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**Authorizer's Signature**

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**Authorizer's Name (please print or type)**

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**Authorizer's Title**

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**Date**



## Section 1: Agreement

**1.1** Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

**1.2** The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

**1.3** In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

## Section 2: Our Responsibilities

**2.1** We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

**2.2** In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

**2.3** We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

**2.4** Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

**2.5** We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

**2.6** You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

**2.7** Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

## Section 3: Your Responsibilities

**3.1** You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

**3.2** You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

**3.3** You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

**3.4** You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

**3.5** Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

**3.6** Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

**3.7** You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

## Section 4: Reports and Records

**4.1** Unless you request otherwise, we will provide our report in an electronic format.

**4.2** Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

**4.3** If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

**4.4** Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

**4.5** Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

## Section 5: Compensation

**5.1** You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

**5.2** You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

**5.3** If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

**5.4** Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

**5.5** If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

**5.6** You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

**5.7** If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

**5.8** If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

**5.9** In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

## Section 6: Disputes, Damage, and Risk Allocation

**6.1** Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

**6.2** *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

**6.3** You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

**6.4** *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

**6.5** *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

**6.6** This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

**6.7** No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

## Section 7: General Indemnification

**7.1** *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

**7.2** To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

**7.3** You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

## Section 8: Miscellaneous Provisions

**8.1** We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

**8.2** You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

**8.3** Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

**8.4** This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

**8.5** If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

**8.6** No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	April 13, 2022
<b>Agenda Item</b>	Consent G6
<b>Attachment</b>	Agreement ROW Estimates Correspondence from Fischer ROW Plans
<b>Submitted By</b>	Jesse Freihammer, City Engineer

<b>Item</b>	Approve Cooperative Agreement with Ramsey County for ROW Acquisition for Cleveland Avenue
<b>Description</b>	<p>Ramsey County plans to reconstruct Cleveland Avenue between Como Avenue and Larpenteur Avenue starting in 2022. In order to construct the improvements, the County needs to acquire right of way (ROW) from adjacent property owners. For ROW purchased within the Falcon Heights City limits, the City must pay for 50% of the costs. Attached is an agreement with the County for Falcon Heights to share in the ROW purchase.</p> <p>The majority of the ROW is being purchased from the University of Minnesota (UofM). The cost for this ROW will be able to be passed onto the UofM in a subsequent agreement. The only parcel that the City has some responsibility to pay for is the parcel from the historical society on the northwest corner of Cleveland Avenue and Larpenteur Avenue. The City's share for this cost is \$2,850.00.</p> <p>The City will need to enter into the following additional agreements in the future;</p> <ul style="list-style-type: none"> <li>• St Paul Lighting Agreement</li> <li>• UofM Construction Agreement</li> <li>• Ramsey County Construction Agreement</li> <li>• UofM Maintenance Agreement</li> </ul> <p>These agreements will be brought to council in the next month. The agreements will pass any costs related to the project from Falcon Heights to the UofM since they are the only property owner in Falcon Heights adjacent to this project. The overall cost impacts to the City for this project should be the \$2,850.00.</p>
<b>Budget Impact</b>	The costs for the ROW to Falcon Heights will be \$2,850.00. This cost can be funded using Municipal State Aid Funds

<b>Attachment(s)</b>	Agreement ROW Estimates Correspondence from Fischer ROW Plans
<b>Action(s) Requested</b>	Motion approving Cooperative Agreement with Ramsey County for ROW Acquisition for Cleveland Avenue

**RAMSEY COUNTY  
COOPERATIVE AGREEMENT  
WITH THE CITY OF FALCON HEIGHTS FOR  
Right of Way Acquisition for County State Aid Highway 46 (Cleveland Avenue)  
From Como Avenue to Larpenteur Avenue  
and County State Aid Highway 30 (Larpenteur Avenue)  
From Cleveland Avenue to Gortner Avenue  
County State Aid Project 062-646-033 and 062-630-672  
  
Municipal State Aid Project 124-020-006**

**Total Estimated Right of Way Acquisition Cost: \$1,471,502.00  
City of Falcon Heights Estimated Cost: \$735,751.00**

**Attachments:**

- A- Acquisition Estimate**
- B- Right of Way Layout**

This Agreement is between the City of Falcon Heights, a municipal corporation ("City") and Ramsey County, a political subdivision of the State of Minnesota, ("County") for Right of Way Acquisition. This agreement relates to the reconstruction of County State Aid Highway (CSAH) 46 (Cleveland Avenue) from Como Avenue to Larpenteur Avenue and retaining wall reconstruction on Larpenteur from Cleveland Avenue to Gortner Avenue ("Project").

WHEREAS, the City of Falcon Heights (City) and Ramsey County (County) desire to reconstruct Cleveland Avenue between Como Avenue to Larpenteur Avenue and reconstruct a retaining wall on Larpenteur from Cleveland Avenue to Gortner Avenue and make certain improvements associated with said reconstruction; and

WHEREAS, the Project is identified in Ramsey County's 2020 – 2024 Transportation Improvement Program, and

WHEREAS, Cleveland Avenue, in the area affected by construction, is designated County State Aid Highway 46 and Larpenteur Avenue in the area affected by retaining wall construction is designated County State Aid Highway 30, and is located in the City; and

WHEREAS, the reconstruction requires right of way ("ROW") acquisition; and

WHEREAS, the project has been designated for funding by the Minnesota Department of Transportation (“MnDOT”) as eligible for County State Aid Highway (“CSAH”) funds, and, Municipal State Aid System (“MSAS”) funds, and

WHEREAS, the Project has been designated as County State Aid Project 062-646-033, 062-630-672 and Municipal State Aid Project 124-020-006, a

WHEREAS, plans for the Project showing proposed ROW acquisition and estimated costs of said acquisition according to the County and City share are included herein as attachments,

NOW, THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:

### **AGREEMENT**

#### 1. Responsibility for the Right of Way Plan and Acquisition

1.1. The County will prepare a right of way acquisition plan showing easements and other property interests required for construction of the Project in accordance with Mn/DOT State Aid standards.

1.2. The County will acquire the proposed easements and ROW in accordance with Mn/DOT State Aid requirements.

#### 2. Procurement and Award of Contract

2.1. The County will purchase ROW acquisition services and appraisal services in accordance with State law and County procedures.

#### 3. Project Costs

3.1. Except as provided herein, the County and City will participate in the costs of ROW acquisition in accordance with the Ramsey County Cost Participation Policy and approved in the 2020 – 2024 Ramsey County Transportation Improvement Plan. If there is a conflict between the Cost Participation Policy and this Agreement, this Agreement shall prevail.

#### 3.2. ROW Acquisition Costs

3.2.1. ROW acquisition costs including payment to owners, relocation assistance, and other related costs of acquiring ROW for the Project will be shared 50% by the County and 50% by the City.

3.2.2. The County will not be responsible for assessments, fees, or fines, associated with owning property acquired for the Project. If the City

imposes assessments, fees, or fines, the County will pay those costs and the City will reimburse the County for those costs.

3.2.3. The County will pay 100% of County staff time for ROW acquisition.

4. Payment Schedule

4.1. ROW acquisition costs and payments will be invoiced monthly.

4.2. Payment will be made within 30 days of receipt of an invoice.

5. ROW acquired under this Agreement will be owned and maintained by the County.

6. The City grants the County temporary construction easements over all City owned ROW and property within the limits of the Project for use during construction at no cost to the County.

7. The City and County shall indemnify, defend, and hold each other harmless against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which the indemnified party, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officials, agents, or employees, in the execution, performance, or failure to adequately perform the indemnifying party's obligation pursuant to this Agreement. Nothing in this Agreement shall constitute a waiver by the County or the City of any statutory or common law immunities, limits, or exceptions on liability.

8. This Agreement shall remain in full force and effect until terminated by written mutual agreement of the parties.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.



CITY OF *Falcon Heights*, MINNESOTA

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

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

By: \_\_\_\_\_  
Director of Public Works

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

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

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

Approved by the Office of Financial Services:

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

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

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

RAMSEY COUNTY, MINNESOTA

\_\_\_\_\_  
Ryan T. O'Connor, County Manager

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

Approval recommended:

\_\_\_\_\_  
Ted Schoenecker, Director  
Public Works Department

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

Approved as to form:

\_\_\_\_\_  
Assistant County Attorney

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

**P-3399 Cleveland Avenue - Como Avenue to Larpenteur Avenue  
ROW Acquisition Estimate**

PROJECT PARCEL #	PID	PARCEL ADDRESS	CITY	PROPERTY OWNER	Parcel Size (SF)	PE AREA (SF)	TE AREA (SF)	DE AREA (SF)
1	162923320057	2050 ROSELAWN AVENUE WEST	FH	UNIVERSITY OF MINNESOTA	1766393	204	231	0
2	212923230002	2033 CLEVELAND AVENUE NORTH	FH	UNIVERSITY OF MINNESOTA	9740887	4855	64794	0
3	212923320001	0 CLEVELAND AVENUE NORTH	FH	REGENTS OF THE U OF M	821106	13883	8152	0
4	212923330001	1536 CLEVELAND AVENUE NORTH	FH	UNIVERSITY OF MINNESOTA	821106	1274	5354	0
5	202923440123	0 RAY PLACE	SP	UNIVERSITY OF MINNESOTA	92304	0	1813	0
15	202923440122	1248 RAYMOND AVE	SP	BOARD OF WATER COMMISSIONERS ST. PAUL	37505	3443	2096	6086
16A	202923440063	1253 CLEVELAND AVENUE NORTH	SP	ERNEST B TROWER	3751	78	581	0
16B	202923440064	2075 SCUDDER	SP	ERNEST B TROWER	3751	0	375	0
17	000000000000	1261-1269 CLEVELAND AVE N	SP	CLEVELAND TERR. APARTMENT OWNERS' ASSOC.	26250	0	875	0
18	202923440048	2066 KNAPP STREET	SP	JAMES WENGLER	11252	0	375	0
19	202923440042	1285 CLEVELAND AVENUE NORTH	SP	RICHARD W MOLSTAD	7501	0	0	0
20	202923440041	1289 CLEVELAND AVENUE NORTH	SP	ANDERS J MANTIUS	7501	0	0	0
21	202923440040	1295 CLEVELAND AVENUE NORTH	SP	RICHARD W BROWN	7649	0	255	0
22	202923440039	1299 CLEVELAND AVENUE NORTH	SP	TIA W SHORTRIDGE	7349	0	245	0
23	202923440038	1305 CLEVELAND AVENUE NORTH	SP	TIMOTHY J FULLER	7492	0	250	0
24	202923440037	1311 CLEVELAND AVENUE NORTH	SP	PHILIP THOMPSON	7501	0	250	0
25	202923440036	1315 CLEVELAND AVENUE NORTH	SP	ANDREAS MANTIUS	7501	0	250	0
26	202923410089	2065 COMMONWEALTH AVENUE	SP	LARA M BOLLWEG	16052	0	750	0
27	202923410088	1337 CLEVELAND AVENUE NORTH	SP	MACLAURIN INSTITUTE	7501	0	250	0
28	202923410087	1343 CLEVELAND AVENUE NORTH	SP	JANET E CLOCKER	7501	0	250	0
29	202923410086	2060 CARTER AVENUE	SP	LAMBDA ALUMNI CORPORATION	15002	0	500	0
30	202923410066	2067 CARTER AVENUE	SP	ALUM BETA CHAPTER OF CLOVIA	7501	0	250	0
31	202923410065	1361 CLEVELAND AVENUE NORTH	SP	DANIEL D SCHERER	7501	0	250	0
32	202923410064	1369 CLEVELAND AVENUE NORTH	SP	LONIO CHAN	7501	0	250	0
33	202923410063	1375 CLEVELAND AVENUE NORTH	SP	PEGGY A DAHL	9017	0	0	0
34	202923410062	1381 CLEVELAND AVENUE NORTH	SP	LAMBDA DELTA PHI CORPORATION	13504	0	450	0
35	202923410061	1387 CLEVELAND AVENUE NORTH	SP	4820 HOLDINGS LLC	7492	0	250	0
36	202923410060	1393 CLEVELAND AVENUE NORTH	SP	INDEPENDENT MENS COOP	7549	0	250	0
37	202923410059	1403 CLEVELAND AVENUE NORTH	SP	MINNESOTA STUDENTS COOP INC	10999	0	500	0
38	202923410052	1407 CLEVELAND AVENUE NORTH	SP	HOSPITALITY CENTER FOR CHINESE	7501	0	250	0
39	202923410053	1415 CLEVELAND AVENUE NORTH	SP	DAVID M DALY	7492	0	250	0
40	202923410054	1421 CLEVELAND AVENUE NORTH	SP	REITZEL PROPERTIES	7501	0	250	0
41	202923410055	1425 CLEVELAND AVENUE NORTH	SP	AVA MARIE MAYERS	7501	0	250	0
42	202923410056	1429 CLEVELAND AVENUE NORTH	SP	PAR REI LLC	7492	0	250	0

**P-3399 Cleveland Avenue - Como Avenue to Larpenteur Avenue  
ROW Acquisition Estimate**

PROJECT PARCEL #	PID	PARCEL ADDRESS	CITY	PROPERTY OWNER	Parcel Size (SF)	PE AREA (SF)	TE AREA (SF)	DE AREA (SF)
43	202923410057	1435 CLEVELAND AVENUE NORTH	SP	MAHMOUD SHAHIN	14985	0	250	0
44	202923140117	1445 CLEVELAND AVENUE NORTH	SP	AWH HOLDINGS LLC	26998	0	900	0
45	202923140116	1465 CLEVELAND AVENUE NORTH	SP	AWH HOLDINGS LLC	2579	0	250	0
46	202923140151	1469 CLEVELAND AVENUE NORTH	SP	MINNESOTA STUDENTS COOP INC	7492	0	750	0
47	202923140073	1485 CLEVELAND AVENUE NORTH	SP	DELTA THETA SIGMA INC	11252	0	375	0
48	202923140072	1495 CLEVELAND AVENUE NORTH	SP	DELTA THETA SIGMA INC	11252	0	375	0
49	202923140071	1499 CLEVELAND AVENUE NORTH	SP	JERRE LEE	7501	0	250	0
50	202923140070	1505 CLEVELAND AVENUE NORTH	SP	MINNESOTA FARMHOUSE ASSN INC	14985	0	500	0
51	202923140069	1515 CLEVELAND AVENUE NORTH	SP	BOARD OF WATER COMMISSIONERS ST. PAUL	15002	0	500	0
52	202923140136	0 CLEVELAND AVENUE NORTH	SP	UNIVERSITY OF MINNESOTA	6451	0	0	0
53	202923140135	0 CLEVELAND AVENUE NORTH	SP	UNIVERSITY OF MINNESOTA	6451	0	0	0
54	202923140134	0 CLEVELAND AVENUE NORTH	SP	UNIVERSITY OF MINNESOTA	6451	0	0	0
55	202923140133	0 CLEVELAND AVENUE NORTH	SP	UNIVERSITY OF MINNESOTA	6451	0	0	0
56	202923140002	0 CLEVELAND AVENUE NORTH	SP	UNIVERSITY OF MINNESOTA	6451	0	0	0
57	202923140001	0 CLEVELAND AVENUE NORTH	SP	UNIVERSITY OF MINNESOTA	2579	0	0	0
58	202923110239	2100 LARPELTEUR AVENUE WEST	FH	UNIVERSITY OF MINNESOTA	1478688	3938	33701	0
59	172923440008	0 UNASSIGNED	FH	COUNTY OF RAMSEY HISTORICAL SOCIETY	298386	254	239	0
<b>TOTALS</b>					<b>15,455,360</b>	<b>27,929</b>	<b>129,186</b>	<b>6,086</b>

ESTIMATED EASEMENT COSTS	\$ 1,894,408.50
ESTIMATED RELOCATION ASSISTANCE	\$ 165,000.00
ESTIMATED ACQUISITION FEES	
ESTIMATED APPRAISAL FEES	
TOTAL ESTIMATED ROW EXPENSE	\$ 2,059,408.50

<b>ESTMATED ROW EXPENSE (FALCON HEIGHTS)</b>	\$ 1,471,502.00
RAMSEY COUNTY S.A.P. 062-646-033 & 062-630-072 (50% SHARE)	\$ 735,751.00
CITY OF FALCON HEIGHTS S.A.P. 062-646-033 (50% SHARE)	\$ 735,751.00

<b>ESTMATED ROW EXPENSE (CITY OF ST PAUL)</b>	\$ 587,906.50
RAMSEY COUNTY S.A.P. 062-646-033 (50% SHARE)	\$ 293,953.25
CITY OF SAINT PAUL S.A.P. 164-020-155 (50% SHARE)	\$ 293,953.25

**From:** [Fischer, Nicklaus](#)  
**To:** [Jesse Freihammer](#)  
**Subject:** Cleveland agreements  
**Date:** Tuesday, March 22, 2022 1:59:23 PM  
**Attachments:** [Cleveland Construction Agreement with Falcon Heights.docx](#)  
[CLEVELAND estimate attachment A.xlsx](#)  
[Storm Sewer ownership.pdf](#)  
[PUBW2020 Cleveland ROW Agreement Falcon Heights.docx](#)  
[P-3399 Cleveland Avenue ROW Estimate 03-22-2022.xlsx](#)  
[Attachment B ROW PLANS.pdf](#)

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**Caution:** This email originated outside our organization; please use caution.

Jessie,

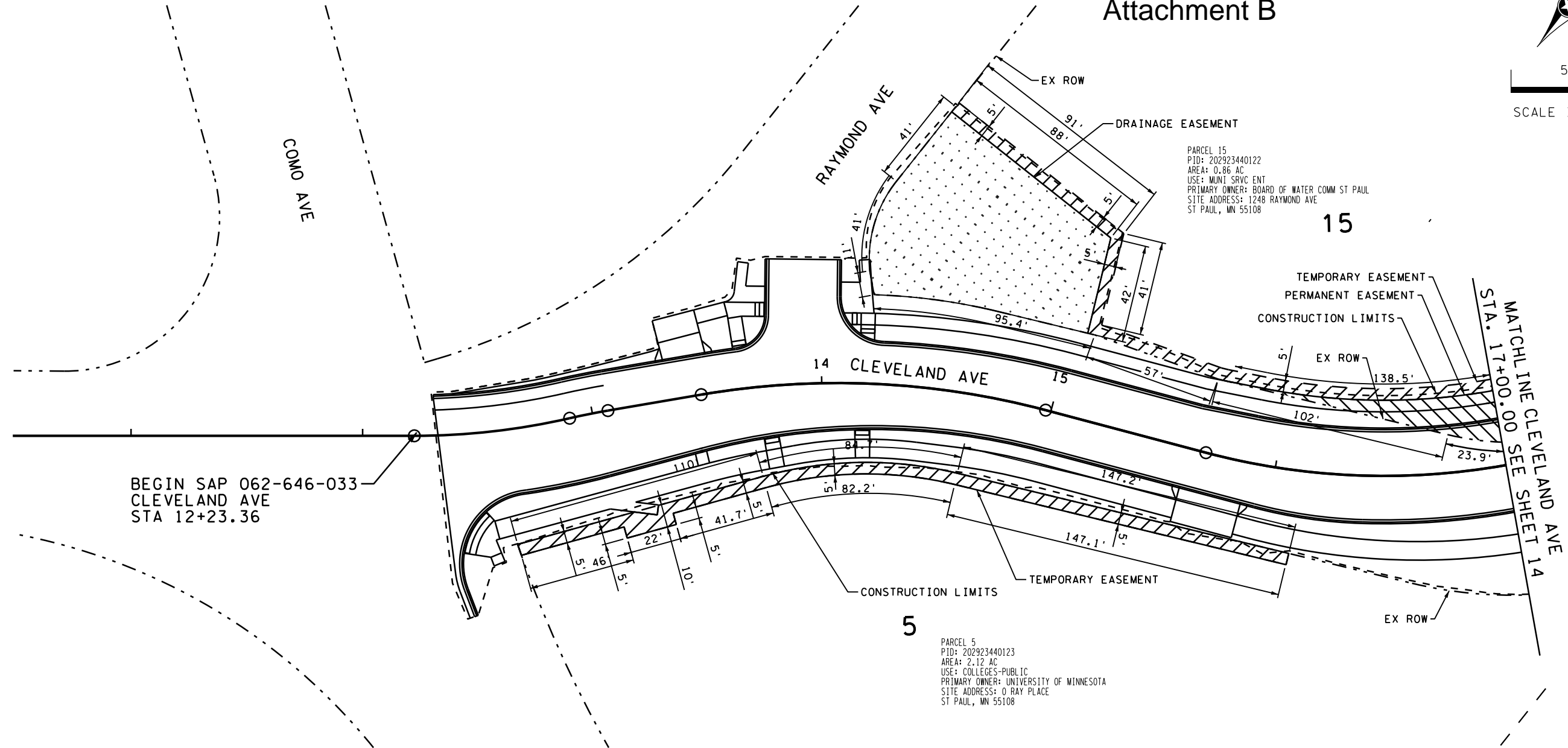
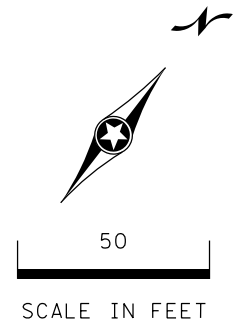
Attached are the construction and ROW agreements/attachments. The only parcel Falcon Heights would pay for is the NW corner at Larp and Cleveland the historical society as the other parcels get assessed back to the UMN. That parcel is \$5,700 with City share at half the cost for \$2,850. Let me know if you have questions.

**Nick Fischer, P.E.**


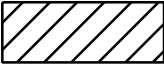
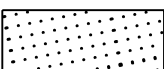
Cell 651-235-6588

[ramseycounty.us](http://ramseycounty.us)

# Attachment B



## LEGEND

-  PERMANENT EASEMENT
-  TEMPORARY EASEMENT
-  DRAINAGE EASEMENT

DESIGN TEAM			
DRAWN BY:	TJC		
DESIGNER:	WDJ		
CHECKED BY:	WCK		
NO.	BY	DATE	REVISIONS

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Certified By: \_\_\_\_\_ Lic. No. \_\_\_\_\_  
Printed Name: **COPY** Date: 6/24/2020



RAMSEY COUNTY, MINNESOTA  
CLEVELAND AVE (CSAH 46)  
RECONSTRUCTION

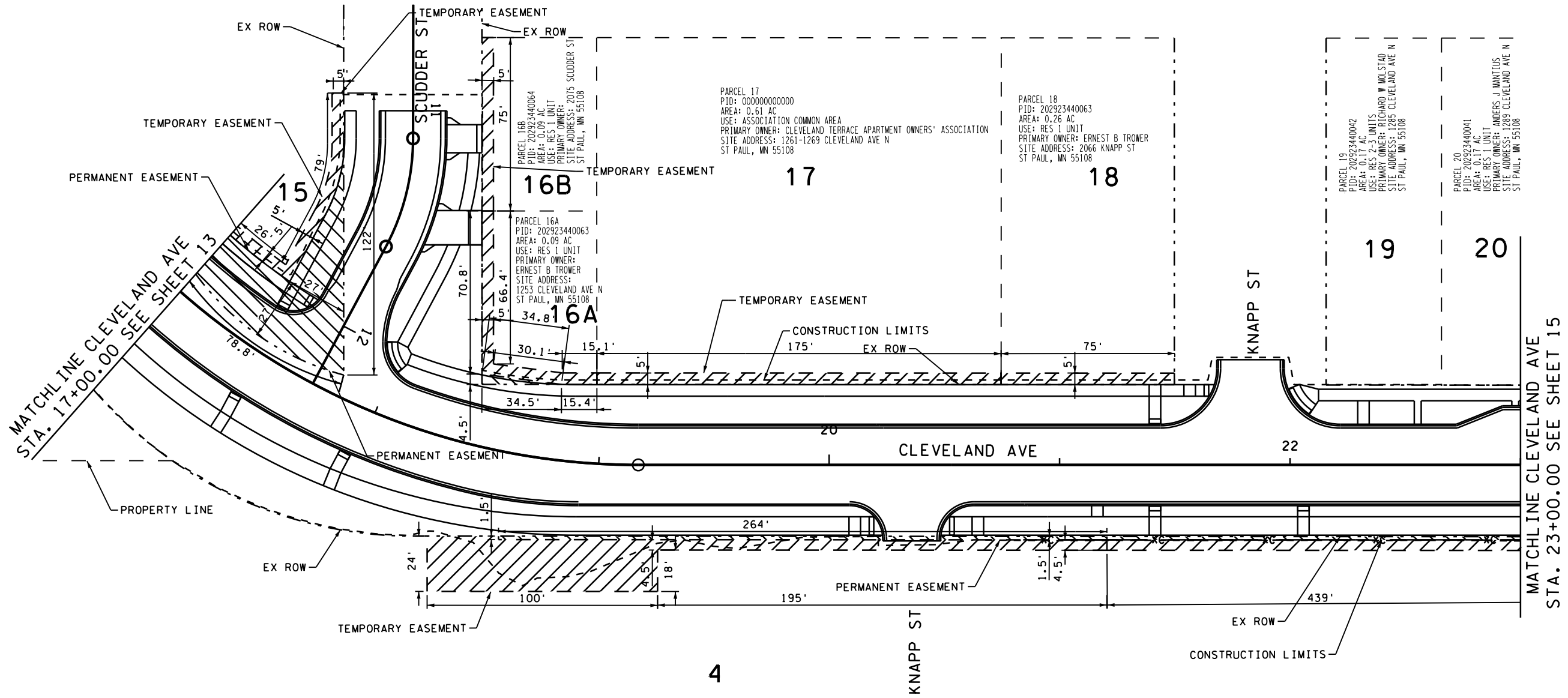
RIGHT OF WAY PLAN  
STA 12+23.36 TO STA 17+00.00

SAP NO. CLEVELAND AVE 062-646-033 LARPENTEUR AVE 062-630-072	13 24
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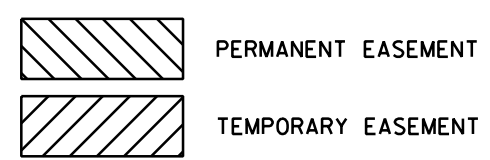
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6/24/2020

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LEGEND



DESIGN TEAM			
DRAWN BY:	TJC		
DESIGNER:	WDJ		
CHECKED BY:	WCK		
NO.	BY	DATE	REVISIONS

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

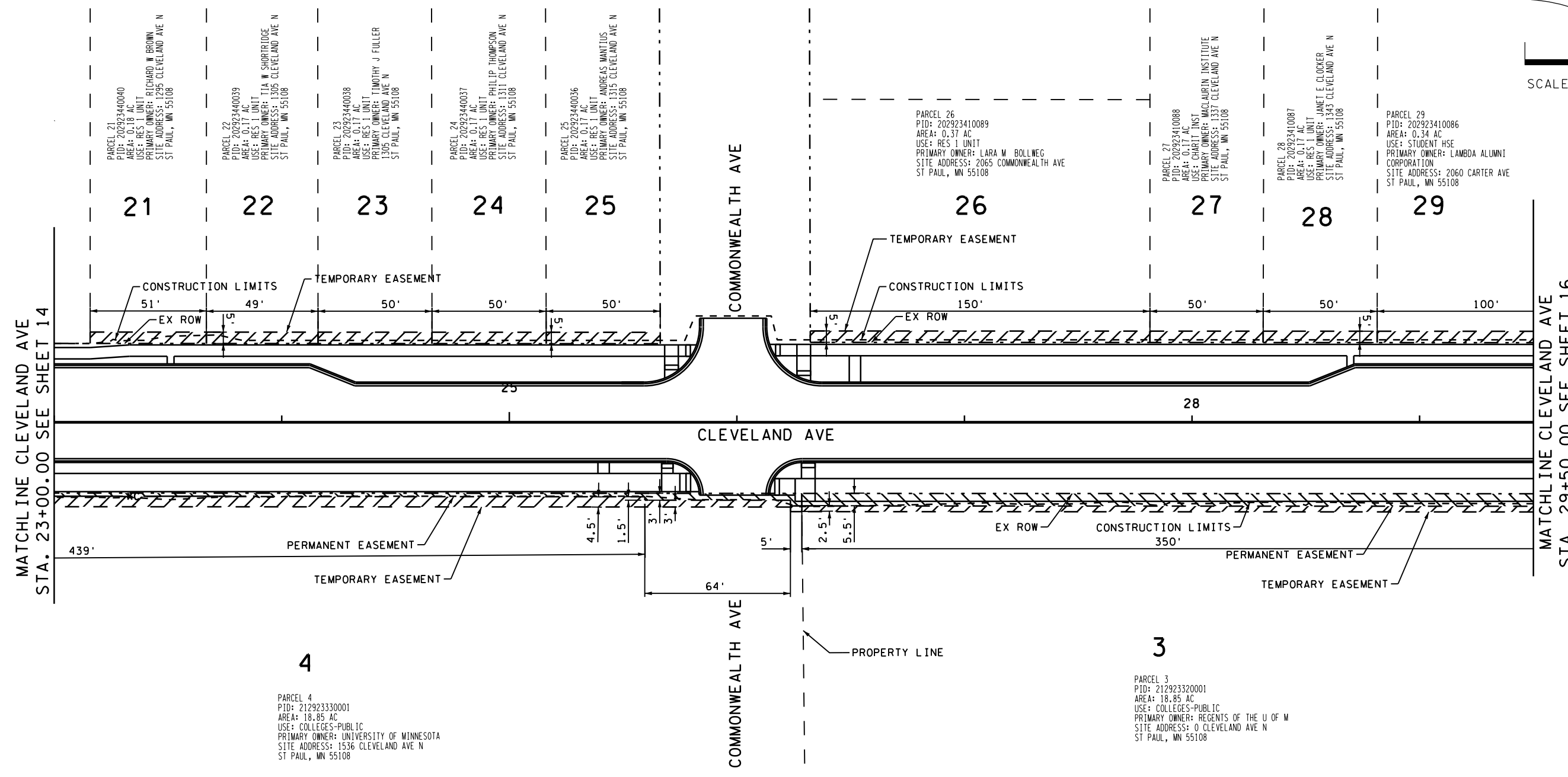
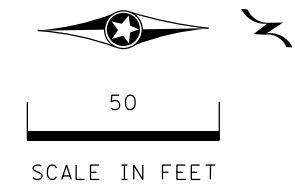
Certified By: *[Signature]* Lic. No. \_\_\_\_\_  
 Printed Name: *[Signature]* Date: 6/24/2020



RAMSEY COUNTY, MINNESOTA  
 CLEVELAND AVE (CSAH 46)  
 RECONSTRUCTION

RIGHT OF WAY PLAN  
 STA 17+00.00 TO STA 23+00.00

SAP NO. CLEVELAND AVE 062-646-033	14 24
LARPENITEUR AVE 062-630-072	



### LEGEND

- PERMANENT EASEMENT
- TEMPORARY EASEMENT

PARCEL 21  
PID: 202923440040  
AREA: 0.18 AC  
USE: RES 1 UNIT  
PRIMARY OWNER: RICHARD W BROWN  
SITE ADDRESS: 1295 CLEVELAND AVE N  
ST PAUL, MN 55108

PARCEL 22  
PID: 202923440039  
AREA: 0.17 AC  
USE: RES 1 UNIT  
PRIMARY OWNER: TIA W SHORTELDOE  
SITE ADDRESS: 1305 CLEVELAND AVE N  
ST PAUL, MN 55108

PARCEL 23  
PID: 202923440038  
AREA: 0.17 AC  
USE: RES 1 UNIT  
PRIMARY OWNER: TIMOTHY J FULLER  
SITE ADDRESS: 1305 CLEVELAND AVE N  
ST PAUL, MN 55108

PARCEL 24  
PID: 202923440037  
AREA: 0.17 AC  
USE: RES 1 UNIT  
PRIMARY OWNER: PHILIP THOMPSON  
SITE ADDRESS: 1311 CLEVELAND AVE N  
ST PAUL, MN 55108

PARCEL 25  
PID: 202923440036  
AREA: 0.17 AC  
USE: RES 1 UNIT  
PRIMARY OWNER: ANDREAS MANTUUS  
SITE ADDRESS: 1315 CLEVELAND AVE N  
ST PAUL, MN 55108

PARCEL 26  
PID: 202923410089  
AREA: 0.37 AC  
USE: RES 1 UNIT  
PRIMARY OWNER: LARA M BOLLWEG  
SITE ADDRESS: 2065 COMMONWEALTH AVE  
ST PAUL, MN 55108

PARCEL 27  
PID: 20292410088  
AREA: 0.17 AC  
USE: CHART INST  
PRIMARY OWNER: MACLAURIN INSTITUTE  
SITE ADDRESS: 1337 CLEVELAND AVE N  
ST PAUL, MN 55108

PARCEL 28  
PID: 20292410087  
AREA: 0.17 AC  
USE: RES 1 UNIT  
PRIMARY OWNER: JANET E CLOCKER  
SITE ADDRESS: 1343 CLEVELAND AVE N  
ST PAUL, MN 55108

PARCEL 29  
PID: 202923410086  
AREA: 0.34 AC  
USE: STUDENT HSE  
PRIMARY OWNER: LAMBDA ALUMNI CORPORATION  
SITE ADDRESS: 2060 CARTER AVE  
ST PAUL, MN 55108

PARCEL 4  
PID: 212923330001  
AREA: 18.85 AC  
USE: COLLEGES-PUBLIC  
PRIMARY OWNER: UNIVERSITY OF MINNESOTA  
SITE ADDRESS: 1536 CLEVELAND AVE N  
ST PAUL, MN 55108

PARCEL 3  
PID: 212923320001  
AREA: 18.85 AC  
USE: COLLEGES-PUBLIC  
PRIMARY OWNER: REGENTS OF THE U OF M  
SITE ADDRESS: 0 CLEVELAND AVE N  
ST PAUL, MN 55108

DESIGN TEAM			
DRAWN BY:	TJC		
DESIGNER:	WDJ		
CHECKED BY:	WCK		
NO.	BY	DATE	REVISIONS

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Certified By: Lic. No. \_\_\_\_\_  
Printed Name: WCK Date: 6/24/2020

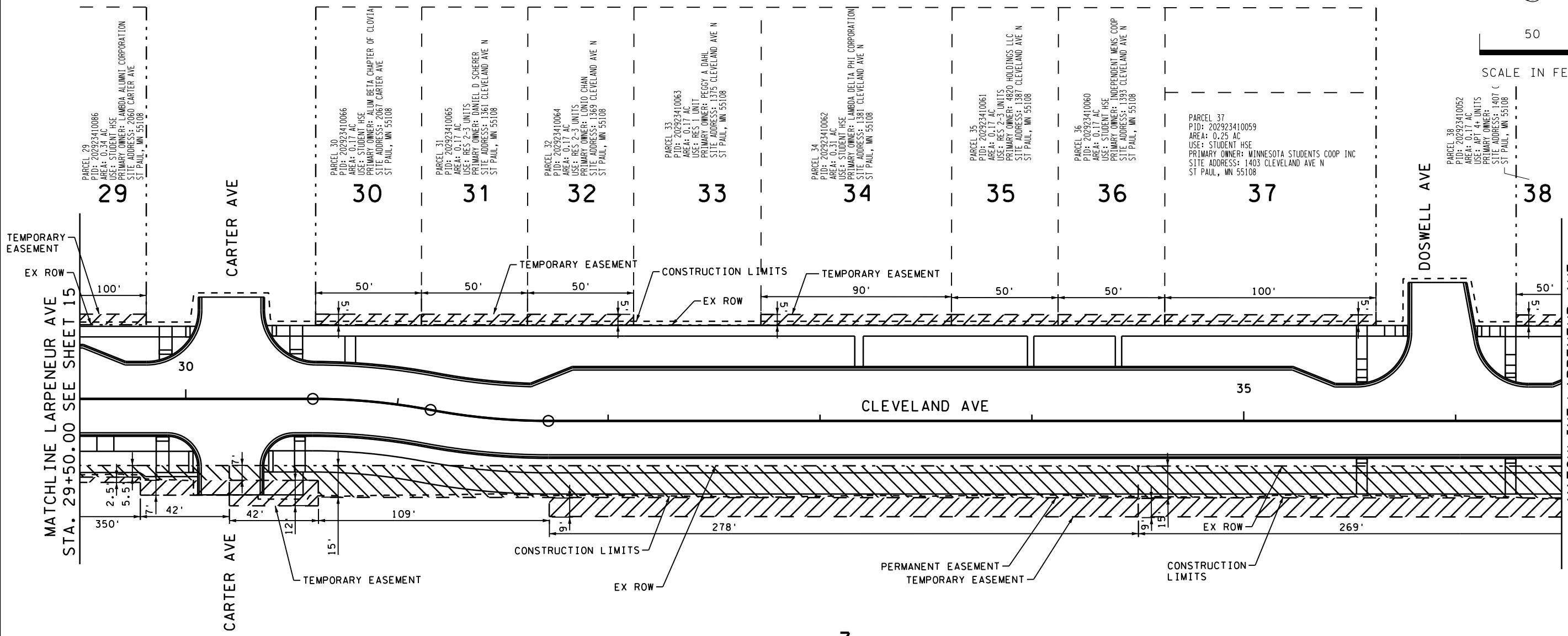
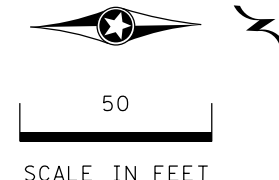


RAMSEY COUNTY, MINNESOTA  
CLEVELAND AVE (CSAH 46)  
RECONSTRUCTION

RIGHT OF WAY PLAN  
STA 23+00.00 TO STA 29+50.00

SAP NO. CLEVELAND AVE 062-646-033	15 24
LARPEUR AVE 062-630-072	







**3**

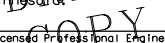
PARCEL 3  
 PID: 212923320001  
 AREA: 18.85 AC  
 USE: COLLEGES-PUBLIC  
 PRIMARY OWNER: REGENTS OF THE U OF M  
 SITE ADDRESS: 0 CLEVELAND AVE N  
 ST PAUL, MN 55108

LEGEND

-  PERMANENT EASEMENT
-  TEMPORARY EASEMENT

DESIGN TEAM			
DRAWN BY:	TJC		
DESIGNER:	WDJ		
CHECKED BY:	WCK		
NO.	BY	DATE	REVISIONS

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

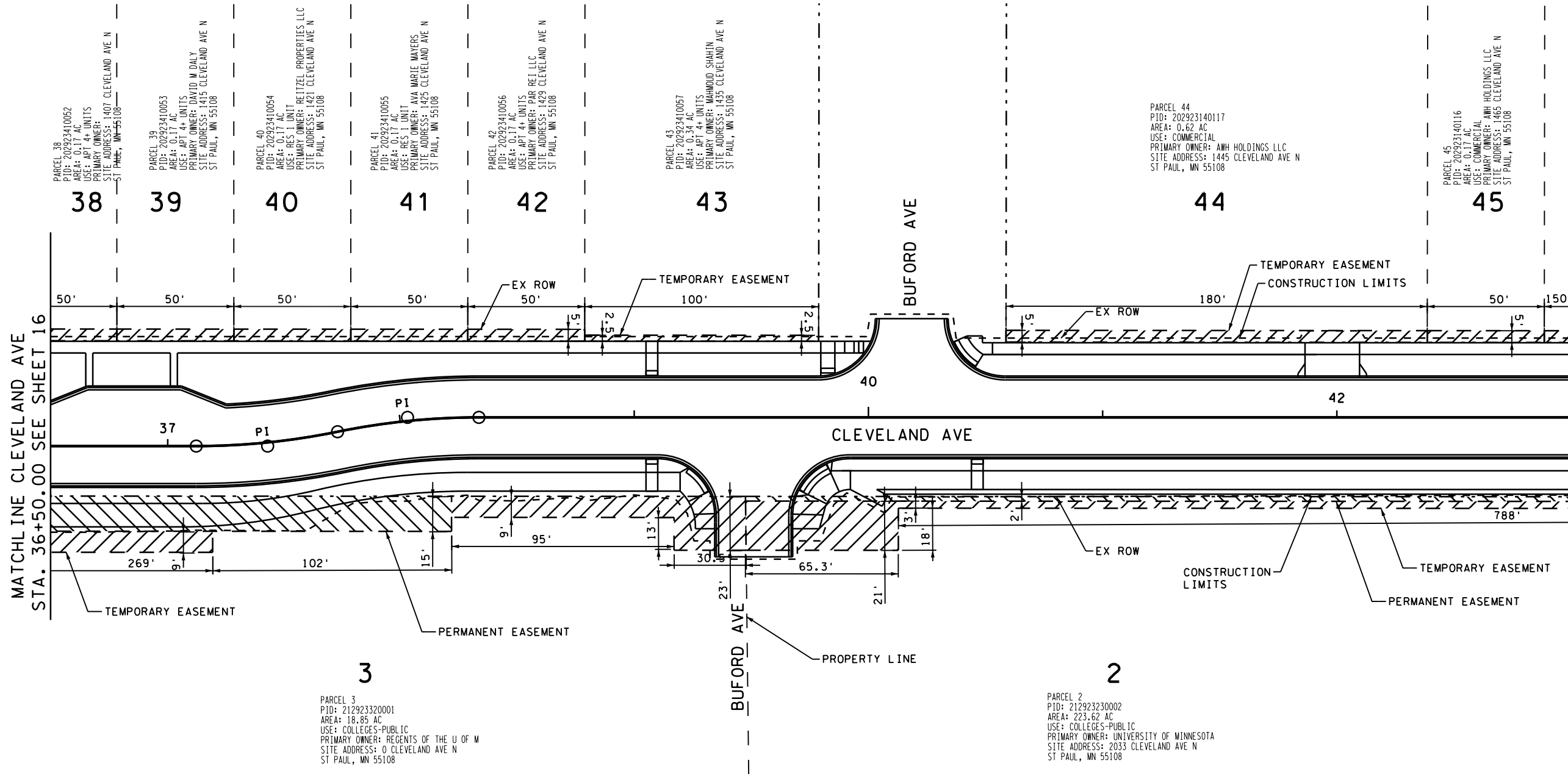
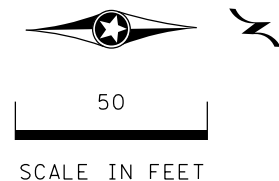
Certified By:  Lic. No. \_\_\_\_\_  
 Printed Name: **COPY** Date: 6/24/2020





RAMSEY COUNTY, MINNESOTA  
 CLEVELAND AVE (CSAH 46)  
 RECONSTRUCTION

RIGHT OF WAY PLAN  
 STA 29+50.00 TO STA 36+50.00

SAP NO. CLEVELAND AVE 062-646-033 LARPENUEUR AVE 062-630-072	16 24
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LEGEND

-  PERMANENT EASEMENT
-  TEMPORARY EASEMENT

PARCEL 3  
PID: 212923320001  
AREA: 18.85 AC  
USE: COLLEGES-PUBLIC  
PRIMARY OWNER: REGENTS OF THE U OF M  
SITE ADDRESS: 0 CLEVELAND AVE N  
ST PAUL, MN 55108

PARCEL 2  
PID: 212923320002  
AREA: 223.62 AC  
USE: COLLEGES-PUBLIC  
PRIMARY OWNER: UNIVERSITY OF MINNESOTA  
SITE ADDRESS: 2033 CLEVELAND AVE N  
ST PAUL, MN 55108

PARCEL 38  
PID: 202923410052  
AREA: 0.17 AC  
USE: APT 4+ UNITS  
PRIMARY OWNER:  
SITE ADDRESS: 1407 CLEVELAND AVE N  
ST PAUL, MN 55108

PARCEL 39  
PID: 202923410053  
AREA: 0.17 AC  
USE: APT 4+ UNITS  
PRIMARY OWNER: DAVID M DALY  
SITE ADDRESS: 1415 CLEVELAND AVE N  
ST PAUL, MN 55108

PARCEL 40  
PID: 202923410054  
AREA: 0.17 AC  
USE: RES 1 UNIT  
PRIMARY OWNER: RETITZEL PROPERTIES, LLC  
SITE ADDRESS: 1421 CLEVELAND AVE N  
ST PAUL, MN 55108

PARCEL 41  
PID: 202923410055  
AREA: 0.17 AC  
USE: RES 1 UNIT  
PRIMARY OWNER: AVA MARIE MAYERS  
SITE ADDRESS: 1425 CLEVELAND AVE N  
ST PAUL, MN 55108

PARCEL 42  
PID: 202923410056  
AREA: 0.17 AC  
USE: APT 4+ UNITS  
PRIMARY OWNER: PAR REI, LLC  
SITE ADDRESS: 1429 CLEVELAND AVE N  
ST PAUL, MN 55108

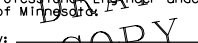
PARCEL 43  
PID: 202923410057  
AREA: 0.34 AC  
USE: APT 4+ UNITS  
PRIMARY OWNER: MAHMOUD SHAHIN  
SITE ADDRESS: 1435 CLEVELAND AVE N  
ST PAUL, MN 55108

PARCEL 44  
PID: 202923140117  
AREA: 0.62 AC  
USE: COMMERCIAL  
PRIMARY OWNER: AMH HOLDINGS, LLC  
SITE ADDRESS: 1445 CLEVELAND AVE N  
ST PAUL, MN 55108

PARCEL 45  
PID: 202923140116  
AREA: 0.17 AC  
USE: COMMERCIAL  
PRIMARY OWNER: AMH HOLDINGS, LLC  
SITE ADDRESS: 1465 CLEVELAND AVE N  
ST PAUL, MN 55108

DESIGN TEAM			
DRAWN BY:	TJG		
DESIGNER:	WDJ		
CHECKED BY:	WCK		
NO.	BY	DATE	REVISIONS

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

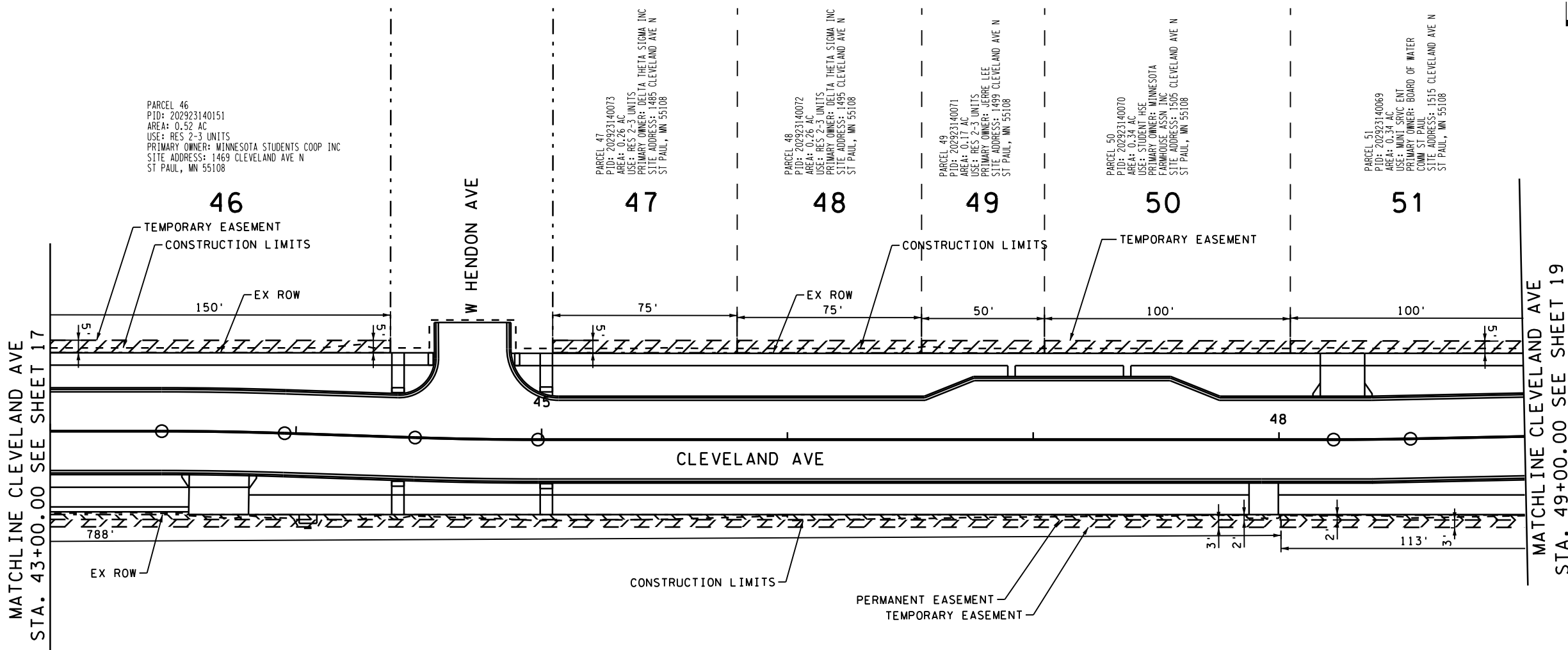
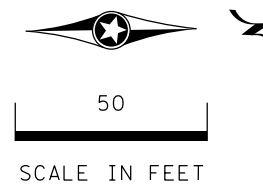
Certified By:  Lic. No. \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Date: 6/24/2020




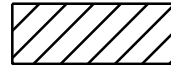
RAMSEY COUNTY, MINNESOTA  
CLEVELAND AVE (CSAH 46)  
RECONSTRUCTION

RIGHT OF WAY PLAN  
STA 36+50.00 TO STA 43+00.00

SAP NO. CLEVELAND AVE 062-646-033	17 24
LARPENTEUR AVE 062-630-072	



LEGEND

-  PERMANENT EASEMENT
-  TEMPORARY EASEMENT

PARCEL 46  
 PID: 202923140151  
 AREA: 0.52 AC  
 USE: RES 2-3 UNITS  
 PRIMARY OWNER: MINNESOTA STUDENTS COOP INC  
 SITE ADDRESS: 1469 CLEVELAND AVE N  
 ST PAUL, MN 55108

PARCEL 47  
 PID: 202923140073  
 AREA: 0.26 AC  
 USE: RES 2-3 UNITS  
 PRIMARY OWNER: DELTA THETA SIGMA INC  
 SITE ADDRESS: 1495 CLEVELAND AVE N  
 ST PAUL, MN 55108

PARCEL 48  
 PID: 202923140072  
 AREA: 0.26 AC  
 USE: RES 2-3 UNITS  
 PRIMARY OWNER: DELTA THETA SIGMA INC  
 SITE ADDRESS: 1495 CLEVELAND AVE N  
 ST PAUL, MN 55108

PARCEL 49  
 PID: 202923140071  
 AREA: 0.17 AC  
 USE: RES 2-3 UNITS  
 PRIMARY OWNER: JERRE LEE  
 SITE ADDRESS: 1499 CLEVELAND AVE N  
 ST PAUL, MN 55108

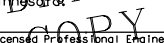

PARCEL 50  
 PID: 202923140070  
 AREA: 0.34 AC  
 USE: STUDENT HSE  
 PRIMARY OWNER: MINNESOTA FARMHOUSE ASSN INC  
 SITE ADDRESS: 1508 CLEVELAND AVE N  
 ST PAUL, MN 55108

PARCEL 51  
 PID: 202923140069  
 AREA: 0.34 AC  
 USE: MULTI SPVC ENT  
 PRIMARY OWNER: BOARD OF WATER COMM ST PAUL  
 SITE ADDRESS: 1515 CLEVELAND AVE N  
 ST PAUL, MN 55108

PARCEL 2  
 PID: 212923230002  
 AREA: 223.62 AC  
 USE: COLLEGES-PUBLIC  
 PRIMARY OWNER: UNIVERSITY OF MINNESOTA  
 SITE ADDRESS: 2033 CLEVELAND AVE N  
 ST PAUL, MN 55108

DESIGN TEAM			
DRAWN BY:	TJC		
DESIGNER:	WDJ		
CHECKED BY:	WCK		
NO.	BY	DATE	REVISIONS

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Certified By:  Lic. No. \_\_\_\_\_  
 Printed Name:  Date: 6/24/2020

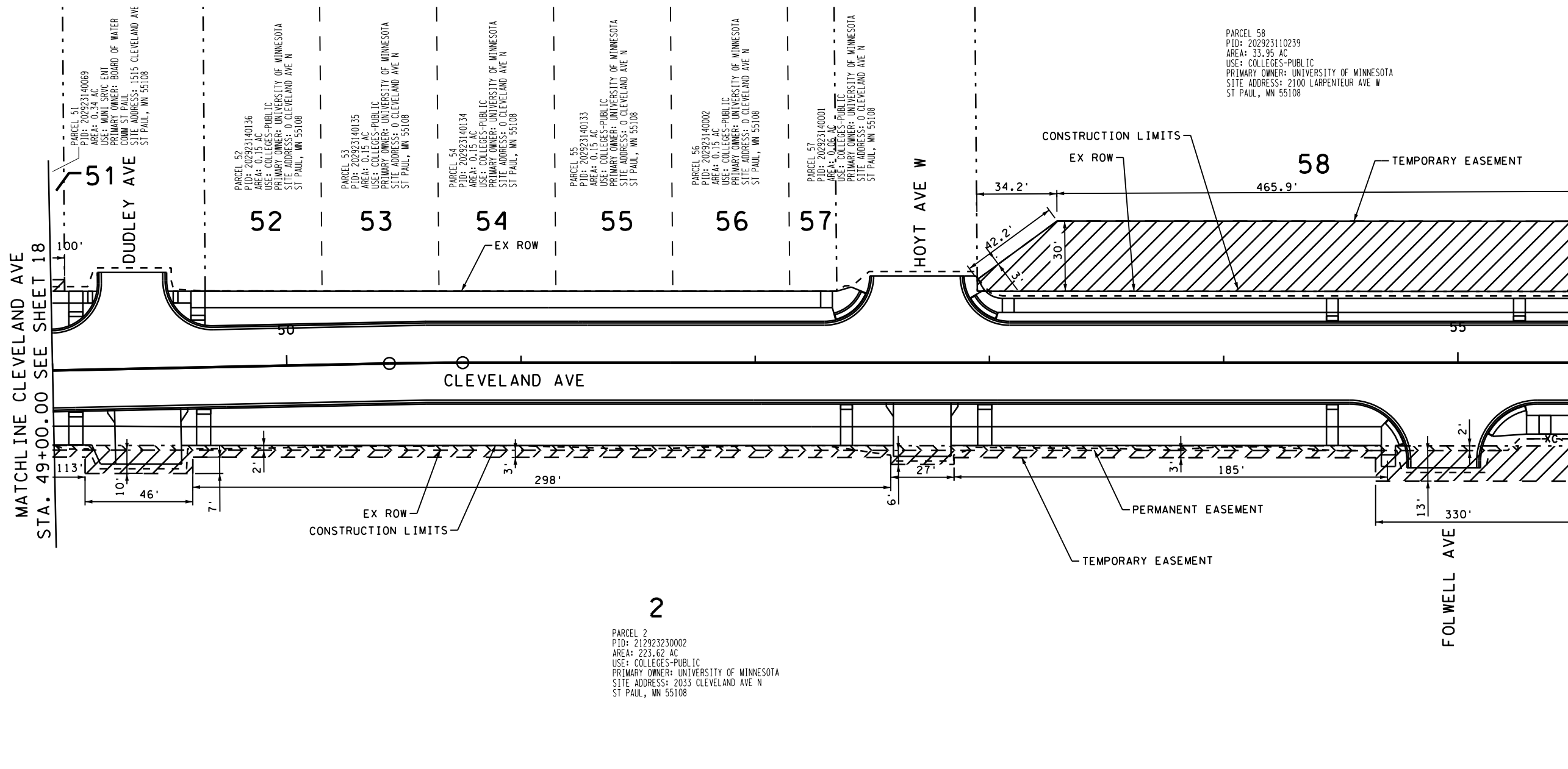
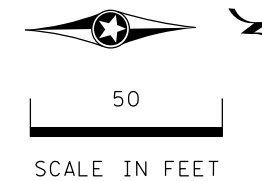


RAMSEY COUNTY, MINNESOTA  
 CLEVELAND AVE (CSAH 46)  
 RECONSTRUCTION

RIGHT OF WAY PLAN  
 STA 43+00.00 TO STA 49+00.00

SAP NO.  
 CLEVELAND AVE  
 062-646-033  
 LARPEUTEUR AVE  
 062-630-072

18  
 24



LEGEND

- PERMANENT EASEMENT
- TEMPORARY EASEMENT

CD160553008\_r.crow07.dgn

DESIGN TEAM			
DRAWN BY:	TJC		
DESIGNER:	WDJ		
CHECKED BY:	WCK		
NO.	BY	DATE	REVISIONS

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Certified By: Lic. No. \_\_\_\_\_  
Printed Name: **COPY** Date: 6/24/2020



RAMSEY COUNTY, MINNESOTA  
CLEVELAND AVE (CSAH 46)  
RECONSTRUCTION

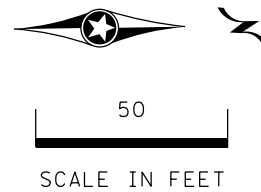
RIGHT OF WAY PLAN  
STA 49+00.00 TO STA 55+50.00

SAP NO. CLEVELAND AVE 062-646-033 LARPEUR AVE 062-630-072	19 24
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10:58:48 AM

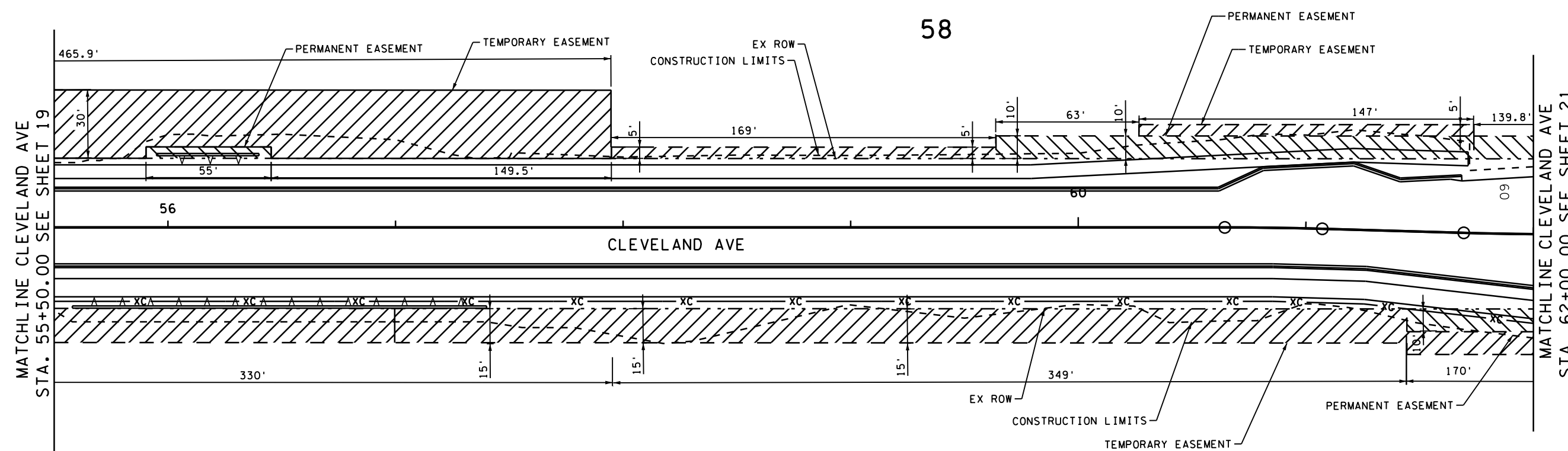
6/24/2020

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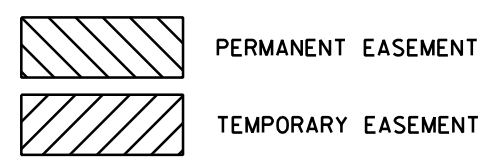
PARCEL 58  
 PID: 202923110239  
 AREA: 33.95 AC  
 USE: COLLEGES-PUBLIC  
 PRIMARY OWNER: UNIVERSITY OF MINNESOTA  
 SITE ADDRESS: 2100 LARPEUR AVE W  
 ST PAUL, MN 55108

58



2  
 PARCEL 2  
 PID: 212923230002  
 AREA: 223.62 AC  
 USE: COLLEGES-PUBLIC  
 PRIMARY OWNER: UNIVERSITY OF MINNESOTA  
 SITE ADDRESS: 2033 CLEVELAND AVE N  
 ST PAUL, MN 55108

LEGEND



DESIGN TEAM				
DRAWN BY:	TJC			
DESIGNER:	WDJ			
CHECKED BY:	WCK			
	NO.	BY	DATE	REVISIONS

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 Certified By: \_\_\_\_\_ Lic. No. \_\_\_\_\_  
 Printed Name: **COPY** Date: 6/24/2020



RAMSEY COUNTY, MINNESOTA  
 CLEVELAND AVE (CSAH 46)  
 RECONSTRUCTION

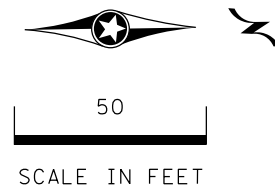
RIGHT OF WAY PLAN  
 STA 55+50.00 TO STA 62+00.00

SAP NO.  
 CLEVELAND AVE  
 062-646-033  
 LARPEUR AVE  
 062-630-072  
 20  
 24

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6/24/2020

CDI60553008\_r.cw09.dgn



PARCEL 58  
PID: 202923110239  
AREA: 33.95 AC  
USE: COLLEGES-PUBLIC  
PRIMARY OWNER: UNIVERSITY OF MINNESOTA  
SITE ADDRESS: 2100 LARPEUTEUR AVE W  
ST PAUL, MN 55108

58

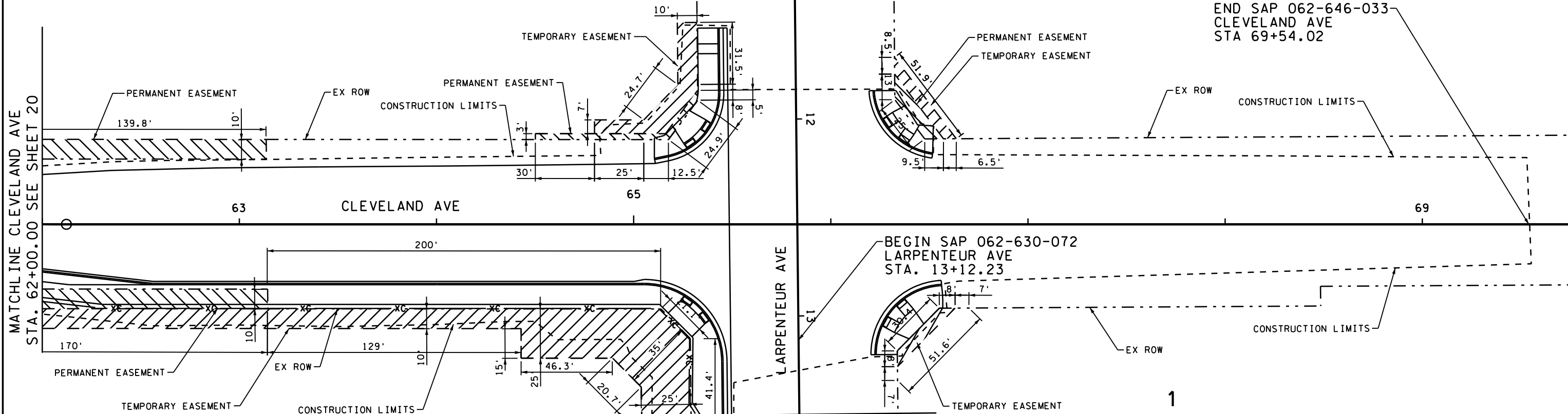
PARCEL 59  
PID: 172923440008  
AREA: 6.85 AC  
USE: CO SRVC OTHER  
PRIMARY OWNER: COUNTY OF RAMSEY HISTORICAL SC  
SITE ADDRESS: 0 UNASSIGNED  
ST PAUL, MN 55108

59

END SAP 062-646-033  
CLEVELAND AVE  
STA 69+54.02

MATCHLINE CLEVELAND AVE  
STA. 62+00.00 SEE SHEET 20

MATCHLINE LARPEUTEUR AVE  
STA. 13+50.00 SEE SHEET 22



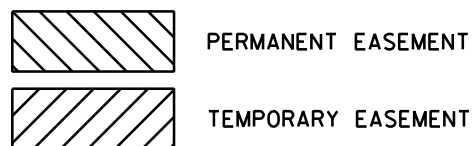
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PARCEL 2  
PID: 212923230002  
AREA: 223.62 AC  
USE: COLLEGES-PUBLIC  
PRIMARY OWNER: UNIVERSITY OF MINNESOTA  
SITE ADDRESS: 2033 CLEVELAND AVE N  
ST PAUL, MN 55108

1

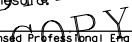
PARCEL 1  
PID: 162923320057  
AREA: 40.55 AC  
USE: COLLEGES-PUBLIC  
PRIMARY OWNER: UNIVERSITY OF MINNESOTA  
SITE ADDRESS: 2050 ROSELAWN AVE W  
FALCON HEIGHTS, MN 55108

LEGEND



DESIGN TEAM			
DRAWN BY:	TJG		
DESIGNER:	WDJ		
CHECKED BY:	WCK		
NO.	BY	DATE	REVISIONS

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Certified By:  Lic. No. \_\_\_\_\_  
Printed Name: WCK Date: 6/24/2020



RAMSEY COUNTY, MINNESOTA  
CLEVELAND AVE (CSAH 46)  
RECONSTRUCTION

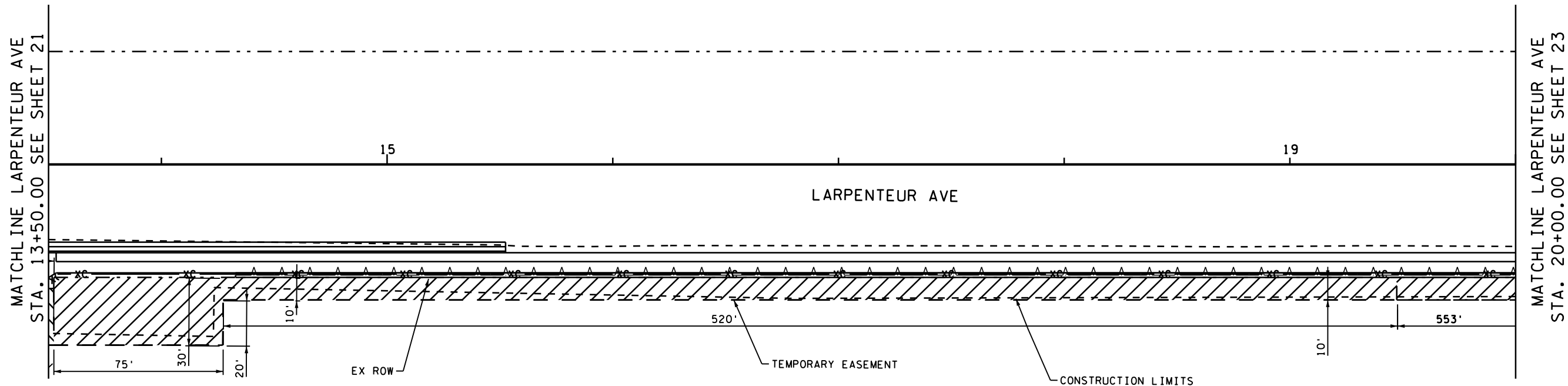
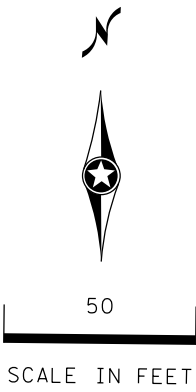
RIGHT OF WAY PLAN  
CLEVELAND AVE STA 62+00.00 TO STA 69+54.02  
LARPEUTEUR AVE STA 11+86.49 TO STA 13+50.00

SAP NO. CLEVELAND AVE 062-646-033 LARPEUTEUR AVE 062-630-072	21 24
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6/24/2020

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**2**  
 PARCEL 2  
 PID: 212923230002  
 AREA: 223.62 AC  
 USE: COLLEGES-PUBLIC  
 PRIMARY OWNER: UNIVERSITY OF MINNESOTA  
 SITE ADDRESS: 2033 CLEVELAND AVE N  
 ST PAUL, MN 55108

**LEGEND**

- PERMANENT EASEMENT
- TEMPORARY EASEMENT

DESIGN TEAM				
DRAWN BY:	TJC			
DESIGNER:	WDJ			
CHECKED BY:	WCK			
	NO.	BY	DATE	REVISIONS

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 Certified By: WCK Lic. No. \_\_\_\_\_  
 Printed Name: WCK Date: 6/24/2020



RAMSEY COUNTY, MINNESOTA  
 CLEVELAND AVE (CSAH 46)  
 RECONSTRUCTION

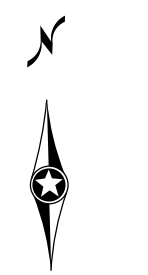
RIGHT OF WAY PLAN  
 STA 13+50.00 TO STA 20+00.00

SAP NO. CLEVELAND AVE 062-646-033 LARPEN TEUR AVE 062-630-072	<b>22</b> <b>24</b>
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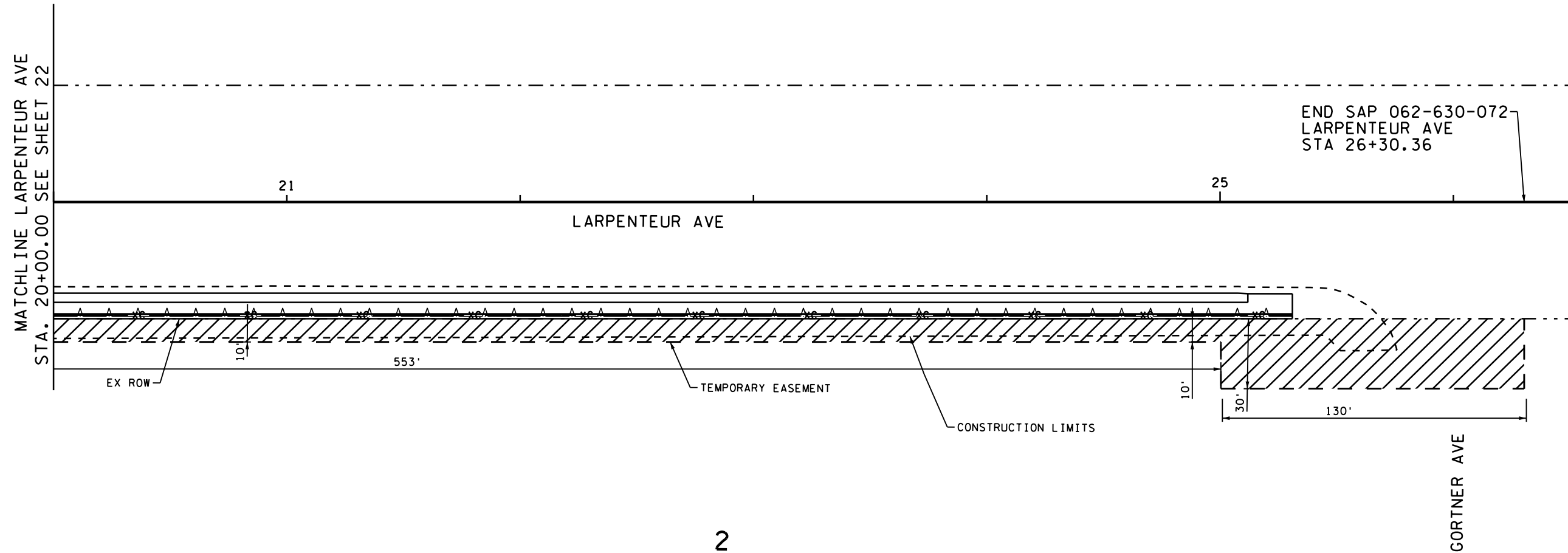
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6/24/2020

CD160553008\_r.cw11.dgn


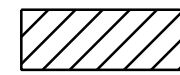


50  
SCALE IN FEET



PARCEL 2  
 PID: 212923230002  
 AREA: 223.62 AC  
 USE: COLLEGES-PUBLIC  
 PRIMARY OWNER: UNIVERSITY OF MINNESOTA  
 SITE ADDRESS: 2033 CLEVELAND AVE N  
 ST PAUL, MN 55108

LEGEND

-  PERMANENT EASEMENT
-  TEMPORARY EASEMENT

DESIGN TEAM				
DRAWN BY:	TJG			
DESIGNER:	WDJ			
CHECKED BY:	WCK			
	NO.	BY	DATE	REVISIONS

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Certified By: WCK Lic. No. \_\_\_\_\_  
 Printed Name: WCK Date: 6/24/2020



RAMSEY COUNTY, MINNESOTA  
 CLEVELAND AVE (CSAH 46)  
 RECONSTRUCTION

RIGHT OF WAY PLAN  
 STA 20+00.00 TO STA 26+30.36

SAP NO. CLEVELAND AVE 062-646-033 LARPELITEUR AVE 062-630-072	23 24
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PARCEL NO.	PARCEL ID NO.	PARCEL ADDRESS	OWNER	PARCEL SIZE (SQ FT)	PERMANENT EASEMENT (SQ FT)	TEMPORARY EASEMENT (SQ FT)	DRAINAGE EASEMENT (SQ FT)
1	162923320057	2050 ROSELAWN AVE	UNIVERSITY OF MINNESOTA	1766393	0	204	0
2	212923230002	2033 CLEVELAND AVE N	UNIVERSITY OF MINNESOTA	9740887	4855	38997	0
3	212923320001	0 CLEVELAND AVE N	REGENTS OF THE U OF M	821106	13883	4870	0
4	212923330001	1536 CLEVELAND AVE N	UNIVERSITY OF MINNESOTA	821106	1274	5354	0
5	202923440123	0 RAY PLACE	UNIVERSITY OF MINNESOTA	92304	0	1813	0
15	202923440122	1248 RAYMOND AVE	BOARD OF WATER COMM ST PAUL	37505	3443	2096	6086
16A	202923440063	1253 CLEVELAND AVE N	ERNEST B TROWER	3751	78	581	0
16B	202923440064	2075 SCUDDER ST	ERNEST B TROWER	3751	0	375	0
17	000000000000	1261-1269 CLEVELAND AVE N	CLEVELAND TERRACE APARTMENT OWNERS' ASSOCIATION	26250	0	875	0
18	202923440048	2066 KNAPP ST	JAMES WENGLER	11252	0	375	0
19	202923440042	1285 CLEVELAND AVE N	RICHARD W MOLSTAD	7501	0	0	0
20	202923440041	1289 CLEVELAND AVE N	ANDERS J MANTIUS	7501	0	0	0
21	202923440040	1295 CLEVELAND AVE N	RICHARD W BROWN	7649	0	255	0
22	202923440039	1299 CLEVELAND AVE N	TIA W SHORTRIDGE	7349	0	245	0
23	202923440038	1305 CLEVELAND AVE N	TIMOTHY J FULLER	7492	0	250	0
24	202923440037	1311 CLEVELAND AVE N	PHILIP THOMPSON	7501	0	250	0
25	202923440036	1315 CLEVELAND AVE N	ANDREAS MANTIUS	7501	0	250	0
26	202923410089	2065 COMMONWEALTH AVE	LARA M BOLLWEG	16052	0	750	0
27	202923410088	1337 CLEVELAND AVE N	MACLAURIN INSTITUTE	7501	0	250	0
28	202923410087	1343 CLEVELAND AVE N	JANET E CLOCKER	7501	0	250	0
29	202923410086	2060 CARTER AVE	LAMBDA ALUMNI CORPORATION	15002	0	500	0
30	202923410066	2067 CARTER AVE	ALUM BETA CHAPTER OF CLOVIA	7501	0	250	0
31	202923410065	1361 CLEVELAND AVE N	DENIEL D SCHERER	7501	0	250	0
32	202923410064	1369 CLEVELAND AVE N	LONIO CHAN	7501	0	250	0
33	202923410063	1375 CLEVELAND AVE N	PEGGY A DAHL	9017	0	0	0
34	202923410062	1381 CLEVELAND AVE N	LAMBDA DELTA PHI CORPORATION	13504	0	450	0
35	202923410061	1387 CLEVELAND AVE N	4820 HOLDINGS LLC	7492	0	250	0
36	202923410060	1393 CLEVELAND AVE N	INDEPENDENT MENS COOP	7549	0	250	0
37	202923410059	1403 CLEVELAND AVE N	MINNESOTA STUDENTS COOP INC	10999	0	500	0
38	202923410052	1407 CLEVELAND AVE N	HOSPITALITY CENTER FOR CHINESE	7501	0	250	0
39	202923410053	1415 CLEVELAND AVE N	DAVID M DALY	7492	0	250	0
40	202923410054	1421 CLEVELAND AVE N	REITZEL PROPERTIES LLC	7501	0	250	0
41	202923410055	1425 CLEVELAND AVE N	AVA MARIE MAYERS	7501	0	250	0
42	202923410056	1429 CLEVELAND AVE N	PAR REI LLC	7492	0	250	0
43	202923410057	1435 CLEVELAND AVE N	MAHMOUD SHAHIN	14985	0	250	0
44	202923140117	1445 CLEVELAND AVE N	AWH HOLDINGS LLC	26998	0	900	0
45	202923140116	1465 CLEVELAND AVE N	AWH HOLDINGS LLC	7501	0	250	0
46	202923140151	1469 CLEVELAND AVE N	MINNESOTA STUDENTS COOP INC	22500	0	750	0
47	202923140073	1485 CLEVELAND AVE N	DELTA THETA SIGMA INC	11252	0	375	0
48	202923140072	1495 CLEVELAND AVE N	DELTA THETA SIGMA INC	11252	0	375	0
49	202923140071	1499 CLEVELAND AVE N	JERRE LEE	7501	0	250	0
50	202923140070	1505 CLEVELAND AVE N	MINNESOTA FARMHOUSE ASSN INC	14985	0	500	0
51	202923140069	1515 CLEVELAND AVE N	BOARD OF WATER COMM ST PAUL	15002	0	500	0
52	202923140136	0 CLEVELAND AVE N	UNIVERSITY OF MINNESOTA	6451	0	0	0
53	202923140135	0 CLEVELAND AVE N	UNIVERSITY OF MINNESOTA	6451	0	0	0
54	202923140134	0 CLEVELAND AVE N	UNIVERSITY OF MINNESOTA	6451	0	0	0
55	202923140133	0 CLEVELAND AVE N	UNIVERSITY OF MINNESOTA	6451	0	0	0
56	202923140002	0 CLEVELAND AVE N	UNIVERSITY OF MINNESOTA	6451	0	0	0
57	202923140001	0 CLEVELAND AVE N	UNIVERSITY OF MINNESOTA	2579	0	0	0
58	202923110239	2100 LARPEN TEUR AVE W	UNIVERSITY OF MINNESOTA	1478688	4052	14720	0
59	172923440008	0 UNASSIGNED	COUNTY OF RAMSEY HISTORICAL SC	298386	254	239	0

DESIGN TEAM				
DRAWN BY: <u>TJC</u>				
DESIGNER: <u>WDJ</u>				
CHECKED BY: <u>WCK</u>				
NO.	BY	DATE	REVISIONS	

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Certified By: WCK Lic. No. \_\_\_\_\_  
 Printed Name: WCK Date: 6/24/2020



RAMSEY COUNTY, MINNESOTA  
 CLEVELAND AVE (CSAH 46)  
 RECONSTRUCTION

RIGHT OF WAY CHART

SAP NO.  
 CLEVELAND AVE  
 062-646-033  
 LARPEN TEUR AVE  
 062-630-072

24  
 24

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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	April 13, 2022
<b>Agenda Item</b>	Consent G7
<b>Attachment</b>	Impound Services Contract
<b>Submitted By</b>	Tim Pittman, Interim City Administrator

<b>Item</b>	Approve Impound Services Contract
<b>Description</b>	<p>The City of St. Paul recently notified staff that it could no longer provide animal impound services for the City of Falcon Heights beginning May 6, 2022.</p> <p>The Animal Humane Society has offered to provide these services and enter into a new contract with the City of Falcon Heights. The following fees will apply:</p> <ul style="list-style-type: none"> <li>• Animals returned to their owners through Animal Humane Society facilities will incur a \$24.00 admin fee charged to the municipality</li> <li>• Dogs and cats that remain in the facilities through their stray hold will incur a fee of \$208.00</li> <li>• Services needed for critters and other small companion animals will incur a fee of \$48.00.</li> </ul> <p>These fees will cover the costs of housing, feeding, vaccination, and other veterinary care.</p>
<b>Budget Impact</b>	
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• Impound Services Contract</li> </ul>
<b>Action(s) Requested</b>	Staff recommends approval of the impound services contract.

**Animal Humane Society  
and  
City of Falcon Heights**

**Letter of Understanding for Impound Housing Services  
2022**

1. Animal Humane Society (AHS) agrees to provide the following services:
  - a. Housing for stray or abandoned animals that are retrieved or legally seized by your municipality's community service officer (CSO) or animal control officer (ACO), or for stray animals that are brought into the shelter by a citizen and verbal permission is given by your agency via phone for intake. Housing includes kennel space, daily cleaning, food and water.
  - b. AHS is unable to house wildlife or farm animals.
    - i. Exceptions can be made for chickens with prior approval of the site manager at AHS.
  - c. Herd management vaccination following our standard vaccination protocols, as well as medically necessary and/or emergency care for sick or injured animals impounded during regular business hours.
  - d. Euthanasia services as deemed necessary by an AHS veterinarian. These services may be provided at the end of the legally required holding period or in the case of a medical situation that requires immediate euthanasia.
  - e. Adoption services as deemed appropriate by AHS veterinary staff. The animals will be evaluated for these services at the end of the legally required holding period.
  - f. Euthanasia services and body disposal as deemed appropriate by AHS veterinary staff. The animals will be evaluated for these services at the end of the legally required holding period.
  - g. Provide animal rabies quarantine or diagnostic service for stray felines or canines that have bitten a person.
  - h. Hold animal for the legally required stray holding period: 5 days in MN, 4 Days in WI if a live release, 7 days in WI if euthanized or until reclaimed by owner within this holding period.
  - i. AHS will follow internal policy and best practice for unclaimed animals. **City of Falcon Heights** may request and view AHS policies at any time.
  
2. AHS expectations:
  - a. AHS is not responsible for sick or injured animals that are left after hours. Outside treatment must be sought for these animals by the animal control officer or community service officer prior to leaving the animals at the AHS facility when veterinary staff members are not on duty.

- b. AHS has the sole authority to disposition all animals that have not been reclaimed upon the expiration of the legally designated holding period.
- c. AHS will not accept feral cats seized under municipal authority by your municipality's CSO or ACO.
- d. AHS is not responsible for collecting any fees from an owner for a municipality.

3. **City of Falcon Heights** agrees to:

- a. Adhere to the drop off procedure set forth by AHS including animal housing at the shelter and paperwork. Drop off procedures and paperwork training for community service or animal control officers will be provided.
- b. Adhere to state laws and local ordinances that apply to the handling of stray or abandoned animals and the seizure and return of animals to their owners.
- c. Direct citizens where to take stray animals when not receiving permission for impoundment at AHS.
- d. Seek care for injured or sick animals prior to drop off in the event that it is after hours and/or AHS veterinary staff is not on duty.
- e. Pay the designated fees for each animal cared for from your municipality.
  - i. AHS will charge a standard hold fee of \$208 per canine or feline and a \$48 fee per "other" domestic animals (rabbits, guinea pigs, birds etc.) not reclaimed by its owner.
  - ii. AHS will charge a municipality mandated quarantine fee of \$416 per canine or feline that is held for a quarantine or other holding period lasting more than 5 days independent of who claims the animal after that hold.
  - iii. AHS will charge a \$24 administrative/processing fee to the municipality for each animal reclaimed by its owner in place of the standard fee. In these instances, AHS will charge the owner the additional reclaim fees.
  - iv. AHS will charge a \$24 administrative/processing fee for disposal of any cadavers brought to and AHS facility by a representative of the municipality.
  - v. **City of Falcon Heights** is responsible for fees if the owner does not reclaim by the last day of the stray hold.
- f. Adhere to AHS policy and best practice for unclaimed animals. **City of Falcon Heights** may request and view AHS policies at any time.
- g. Adhere to building access rules and ensure that the service access door is closed and locked after use in an after-hours drop off.
- h. Ensure that the municipality's CSO/ACO uses his/her discretion in the field as to whether or not to impound an animal. AHS is not responsible for those decisions.
- i. Be available to members of your community to resolve their concerns related to the actions of your ACO/CSO officers and your municipality's procedures, policies and requirements.

4. Administration

- a. AHS will bill the municipality at the end of each quarter on a fiscal calendar year. Billing will be mailed in the first month following the end of the quarter. Payment is expected within 30 days of receipt of billing.
- b. AHS will assign a contact person who should be contacted in the event of any problems, concerns or to receive feedback regarding the program.
- c. Any billing disputes must be raised within 10 days of receipt of billing.
- d. The AHS agrees to maintain all data received from **City of Falcon Heights** in the same manner as **City of Falcon Heights** as required under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- e. Insurance Requirements.
  - i. Liability. AHS agrees to maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. Upon request **City of Falcon Heights** shall be named as an additional insured.
  - ii. Automobile Liability. If AHS operates a motor vehicle in performing the services under this agreement, AHS shall maintain commercial automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$1,000,000, combined single limit.
  - iii. Workers' Compensation. AHS agrees to comply with all applicable workers' compensation laws in Minnesota.
  - iv. Certificate of Insurance. The AHS shall deliver to **City of Falcon Heights** a Certificate of Insurance as evidence that the above coverages are in full force and effect.
- f. Indemnification:
  - i. AHS. To the fullest extent permitted by law, AHS agrees to defend and indemnify **City of Falcon Heights**, and its officers, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the performance of work under this agreement; but only to the extent caused in whole or in part by the negligent acts, errors or omissions of AHS, AHS's subcontractor(s), or anyone directly or indirectly employed or hired by AHS, or anyone for whose acts AHS may be liable. AHS agrees this indemnity obligation shall survive the completion or termination of this agreement.
  - ii. **City of Falcon Heights**. To the fullest extent permitted by law, **City of Falcon Heights** agrees to defend and indemnify AHS, and its officers, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the performance of work under this agreement; but only to the extent caused in whole or in part by the negligent acts, errors or omissions of **City of Falcon Heights**, or anyone directly or indirectly employed or hired by **City of Falcon Heights**, or anyone for whose acts **City of Falcon Heights** may be liable. **City of Falcon Heights** agrees this

indemnity obligation shall survive the completion or termination of this agreement.

*This agreement is based on a one year commitment, which is renewed annually from the date your administrator signs the agreement below. If the municipality brings animals to AHS without a signed contract, it will be assumed that the agreement is extended for term of the next contract. The agreement can be ended at any time by either party with a 30 day written notice.*

This agreement is entered into on the 5th day of April, 2022 by



Digitally signed by Janelle Dixon  
DN: cn=Janelle Dixon, o, ou,  
email=jdixon@animalhumanesocie  
ty.org, c=US  
Date: 2022.03.24 20:41:40 -05'00'

Janelle Dixon, President & CEO  
Animal Humane Society



Timothy Pittman (Apr 5, 2022 06:21 CDT)

Signed on behalf of Municipal Authority

Timothy Pittman / Interim City Administrator  
Printed Name and Title

Signed on behalf of Municipal Authority

Printed Name and Title

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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	April 13, 2022
<b>Agenda Item</b>	Consent G8
<b>Attachment</b>	Resolution 22-11
<b>Submitted By</b>	Megan Pavek, Assistant to the City Administrator

<b>Item</b>	Rename Resolution 22-08 to 22-10
<b>Description</b>	<p>The City Council approved Resolution 22-08 Reestablishing Precincts and Polling Places at their last regular meeting. Staff has since noticed a clerical error resulting in a duplicate resolution number. In order to correct this error and provide documentation staff felt it was appropriate to create Resolution 22-11 Rename Resolution 22-08 Reestablishing Precincts and Polling Places.</p> <p>The aforementioned resolution shall be assigned a new number and moving forward be referenced as Resolution 22-10 Reestablishing Precincts and Polling Places.</p>
<b>Budget Impact</b>	N/A
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• Resolution 22-11</li> </ul>
<b>Action(s) Requested</b>	Staff recommends approval of Resolution 22-11

**CITY OF FALCON HEIGHTS  
COUNCIL RESOLUTION**

April 13, 2022

No. 22-11

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**A RESOLUTION RENAMING RESOLUTION 22-08 REESTABLISHING PRECINCTS AND  
POLLING PLACES.**

**WHEREAS**, Resolution 22-08 Reestablishing Precincts and Polling Places was approved at the Regular City Council Meeting on March 23, 2022;

**WHEREAS**, there was a clerical error and the aforementioned resolution was incorrectly named.

**WHEREAS**, staff recognizes the need to change the aforementioned resolution name to avoid duplicate resolution numbers and preserve an accurate record.

**WHEREAS**, Resolution 22-08 Reestablishing Precincts and Polling Places shall be renamed to Resolution 22-10 Reestablishing Precincts and Polling Places.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Falcon Heights, Minnesota approves Resolution 22-11 Renaming 22-08 Reestablishing Precincts and Polling Places to Resolution 22-10 Reestablishing Precincts and Polling Places.

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Moved by:

Approved by: \_\_\_\_\_  
Randall C. Gustafson  
Mayor

GUSTAFSON        \_\_\_\_\_    In Favor  
LEEHY  
MEYER            \_\_\_\_\_    Against  
WEHYEE  
ANDREWS

Attested by: \_\_\_\_\_  
Tim Pittman  
Interim City Administrator

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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	April 13, 2022
<b>Agenda Item</b>	Consent G9
<b>Attachment</b>	Resolution 22-13
<b>Submitted By</b>	Megan Pavek, Assistant to the City Administrator

<b>Item</b>	Resignation of Ryan Carlson from the Parks and Recreation Commission
<b>Description</b>	Ryan Carlson was appointed in October of 2018 and has been a great asset to the City of Falcon Heights for the past three years. Staff are grateful for his time, commitment, and leadership to the PARC.
<b>Budget Impact</b>	N/A
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• Resolution 22-13 Resignation of Ryan Carlson from the Parks and Recreation Commission</li> </ul>
<b>Action(s) Requested</b>	Staff recommend approval of attached resolution accepting the resignation of Ryan Carlson from the Parks and Recreation Commission.

**CITY OF FALCON HEIGHTS  
COUNCIL RESOLUTION**

April 13, 2022

No. 22-13

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**RESOLUTION ACCEPTING THE RESIGNATION OF RYAN CARLSON FROM THE  
FALCON HEIGHTS PARKS AND RECREATION COMMISSION**

**WHEREAS**, the City appointed Ryan Carlson in October 2018 as a member of the City of Falcon Heights Parks and Recreation Commission; and

**WHEREAS**, Mr. Carlson has completed his three-year term on the Parks and Recreation Commission;

**WHEREAS**, Mr. Carlson has communicated his desire to resign his duties from the Commission effective immediately;

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

1. That the "Letter of Resignation" is accepted by the City Council of the City of Falcon Heights.

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Moved by:

Approved by: \_\_\_\_\_  
Randall C. Gustafson  
Mayor

GUSTAFSON        \_\_\_    In Favor  
MEYER  
ANDREWS        \_\_\_    Against  
LEEHY  
WEHYEE

Attested by: \_\_\_\_\_  
Tim Pittman  
Interim City Administrator