REGULAR MEETING AGENDA

City Council meetings are being conducted in a hybrid format with in-person and remote options for attending, participating, and commenting. The public can make statements in this meeting during public comment sections, including the public forum beginning at 6:20 pm.

Remote Attendance/Comment Options: Members of the public may attend this meeting by watching on cable channel 16, streaming on CCXmedia.org, streaming via Webex or by calling 1-415-655-0001 and entering access code 2469 119 0561. Members of the public wishing to address the Council remotely have two options:

- Via web stream - Stream via Webex and use the ‘raise hand’ feature during public comment sections.
- Via phone - Call 1-415-655-0001 and enter meeting code 2469 119 0561. Press *3 to raise your hand during public comment sections.

1. Call to Order
   A. Pledge of Allegiance and Land Acknowledgement
   B. Roll Call

2. Additions and Corrections to Agenda

3. Consent Agenda
   Approval of Consent Agenda - All items listed under this heading are considered to be routine by the City Council and will be enacted by one motion. There will be no discussion of these items unless a Council Member so requests in which event the item will be removed from the general order of business and considered in its normal sequence on the agenda.

   A. Approval of City Council Meeting Minutes:
      - June 7, 2022, Special Closed Executive Session
      - June 7, 2022, Special Meeting with Closed Executive Session
   B. Approval of Check Register
   C. Licenses:
      1. Approve New Off Sale Liquor License – Golden Valley Country Club, 7001 Golden Valley Road
      2. Approve New On-Sale Beer and Wine License – Game Show Battle Rooms, 8836 7th Avenue North
D. Bids, Quotes and Contracts:
   1. Approve Resolution No. 22-059 Authorizing Master Partnership Contract Between 8-27
      the City of Golden Valley and the Minnesota Department of Transportation
E. Adopt Resolution No. 22-060 Approving Appointment of Election Judges and Absentee 28-30
   Ballot Board for Primary and General Election
F. Approve Filing Extension for Final Plat for Sunnyridge Third Addition 31
G. Approve Resolution No. 22-061 Authorizing Temporary Modification of PTO/Vacation 32-34
   Maximum Accrual Cap for Sworn Peace Officers

4. Public Hearing

5. Old Business

6. New Business
   All Ordinances listed under this heading are eligible for public input.
   A. Review of Council Calendar 35
   B. Mayor and Council Communications
      1. Other Committee/Meeting updates

7. Adjournment
SPECIAL CITY COUNCIL CLOSED EXECUTIVE SESSION MINUTES

1. **Call Closed Session to Order**
   Mayor Harris called the meeting to order at 5:37 pm.
   
   Present: Mayor Shep Harris, Council Members Maurice Harris, Denise La Mere-Anderson, Gillian Rosenquist and Kimberly Sanberg
   
   Staff present: City Manager Cruikshank, Deputy City Manager/Human Resources Director Santelices, and City Attorney Cisneros
   
   Others present: PERA Attorney Dave Kendall

2. **Closed Session to discuss litigation strategies in a proposed PERA settlement agreement**
   
   The meeting was closed as permitted by Minn. Stat. § 13D.05, subd. 3(b) for the purpose of providing legal advice regarding ongoing litigation. No public business was discussed at this closed meeting pursuant to the statute.

3. **Adjournment**
   
   The Closed Executive Session was adjourned by unanimous consent at 6:07 pm.

______________________________
Shepard M. Harris, Mayor

ATTEST:

______________________________
Theresa J. Schyma, City Clerk
SPECIAL CITY COUNCIL MEETING MINUTES

1. Call to Order
   Mayor Harris called the meeting to order at 5:02 pm.

2. Roll Call
   Present: Mayor Shep Harris, Council Members Maurice Harris, Denise La Mere-Anderson, Gillian Rosenquist and Kimberly Sanberg
   Staff present: City Manager Cruikshank, Deputy City Manager/Human Resources Director Santelices, and City Attorney Cisneros

3. Adjourn to Closed Executive Session
   A. Special City Council Closed Executive Session to discuss labor negotiation strategy related to the City’s negotiations with the Police Assistant Chiefs Union (LELS Local 485).

   Motion by Rosenquist, Second by M. Harris to close the special meeting, pursuant to Minnesota State Statute § 13D.03, for the purpose of discussing labor negotiation strategy related to the City’s negotiations with the Police Assistant Chiefs Union (LELS Local 485).

   Motion carried 5-0.

   Prior to going into closed session Mayor Harris announced that no public business would be discussed at this closed meeting pursuant to the statute. He added that since no public business would be discussed, the special meeting would adjourn at the conclusion of the closed session.

4. Adjournment of Special City Council Meeting and Closed Executive Session

   The Special Meeting and Closed Executive Session were adjourned by unanimous consent at 6:07 pm.

   ________________________________
   Shepard M. Harris, Mayor

   ATTEST:

   ________________________________
   Theresa J. Schyma, City Clerk
Agenda Item
3. B. Approval of City Check Register

Prepared By
Sue Virnig, Finance Director

Summary
Approval of the check register for various vendor claims against the City of Golden Valley.

Financial Or Budget Considerations
The check register has a general ledger code as to where the claim is charged. At the end of the register is a total amount paid by fund.

Recommended Action
Motion to authorize the payment of the bills as submitted.

Supporting Documents
Document is located on city website at the following location:

The check register(s) for approval:
  • 06-10-22 Check Register
Agenda Item

Prepared By
Theresa Schyma, City Clerk

Summary
The Golden Valley Country Club, 7001 Golden Valley Road, would like to add an Off-Sale Intoxicating Liquor License to their existing On-Sale Intoxicating License with Sunday Sales. The City Clerk has reviewed the request and sees no reason for denial. The Golden Valley Police Department recently completed background investigations during the annual renewal period and found no reason to deny any liquor licenses for this business. The new license will be effective July 1, 2022 through June 30, 2023.

After Council approval, the City Clerk will forward the liquor license application to the Minnesota Alcohol Gambling Enforcement Division to complete processing.

Financial Or Budget Considerations
Fees received for liquor licenses help to defray costs the City incurs to administer license requirements. No licenses are issued until all fees have been received.

Recommended Action
Motion to approve the issuance of an Off-Sale Intoxicating Liquor License to the Golden Valley Country Club, 7001 Golden Valley Road.
Agenda Item
3. C. 2. On-Sale Beer and Wine License – Game Show Battle Rooms, 8836 7th Avenue North

Prepared By
Theresa Schyma, City Clerk

Summary
Game Show Battle Rooms, 8836 7th Avenue North has applied for an On-Sale Beer and Wine License. The City Clerk has reviewed the application materials and has found the documents are in order and complete. The Golden Valley Police Department is completing the background investigation. The new license will be effective July 1, 2022 through June 30, 2023.

Staff is recommending approval contingent upon the completion of a successful background investigation. After Council approval, the City Clerk will forward the liquor license application to the Minnesota Alcohol Gambling Enforcement Division to complete processing.

Financial Or Budget Considerations
Fees received for liquor licenses help to defray costs the City incurs to administer license requirements. No licenses are issued until all fees have been received.

Recommended Action
Motion to approve the issuance of an On-Sale Beer and Wine License to Game Show Battle Rooms, 8836 7th Avenue North, contingent upon the completion of a successful background investigation.
Agenda Item 3. D. 1. Approve Resolution No. 22-059 Authorizing Master Partnership Contract Between the City of Golden Valley and Minnesota Department of Transportation

Prepared By
Tim Kieffer, Public Works Director
Jeff Oliver, PE, City Engineer
R.J. Kakach, PE, Assistant City Engineer

Summary
In 2009, the City entered into a Master Partnership Contract with the State of Minnesota. This Contract has been renewed several times over the past 13 years. The contract is a document that can be utilized for either the Minnesota Department of Transportation (MNDOT) or the City to perform work cooperatively for the other when both parties deem it beneficial. Projects that can be done under the agreement range from signal construction/modifications to small paving projects. Some of the basic provisions of the agreement are as follows:

1. The agreement ends June 30, 2027.
2. The agreement outlines the responsibilities for both parties.
3. Types of maintenance/construction work that may be included under the agreement are detailed.
4. Under the agreement, work orders for specific projects are developed to implement each project.
5. Identifies City and MNDOT personnel authorized to execute work orders to perform such work on behalf of their respective agencies. Attached resolution identifies the City’s authorized representative.

This contract has been used in the last few years to replace non-working traffic signal indications (which the City is responsible for) over mainline Highway 55. The contract is a proven tool for MNDOT and the City to work together to implement projects in a more cost-effective manner.

A resolution is required to be adopted by the City to enter into the agreement and to designate the City’s authorized representative for executing work orders.
Financial Or Budget Considerations
NA

Recommended Action
Motion to adopt Resolution No. 22-059 Authorizing the Mayor and City Manager to execute the Master Partnership Contract with the State of Minnesota in the form approved by the City Attorney.

Supporting Documents
• Resolution No. 22-059 Authorizing the Master Partnership Contract with the State of Minnesota (1 page)
• Master Partnership Contract (17 pages)
RESOLUTION NO. 22-059

RESOLUTION AUTHORIZING MASTER PARTNERSHIP CONTRACT WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION

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, The Minnesota Department of Transportation 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 by the City Council of Golden Valley:

1. That the City of Golden Valley enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the City Council on June 21, 2022.

2. That the proper City of Golden Valley officers are authorized to execute such contract, and any amendments thereto.

3. That the City of Golden Valley Engineer is authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from the Minnesota Department of Transportation, and that the City of Golden Valley Engineer may execute such work order contracts on behalf of the City of Golden Valley without further approval by this City Council.

Adopted by the City Council of Golden Valley, Minnesota this 21st day of June 2022.

__________________________
Shepard M. Harris, Mayor

ATTEST:

_________________________
Theresa Schyma, City Clerk
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 Golden Valley City, acting through its City Council, in this contract referred to as the “Other Party.”

Recitals

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

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

Master Partnership Contract Template
Updated 02/09/2022
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
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 1050158W[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
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.


14.1. **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 noncompliance. 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).


20.1. 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

[THE BALANCE OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]
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: MAYOR ______________________

Date: JUNE 21, 2022 ______________________

By: ____________________________

Title: CITY MANAGER ______________________

Date: JUNE 21, 2022 ______________________

COMMISSIONER OF TRANSPORTATION
By: ____________________________

Date: ____________________________

Title: ____________________________

COMMISSIONER OF ADMINISTRATION
By: ____________________________

Date: ____________________________
<table>
<thead>
<tr>
<th>Source Code</th>
<th>Title</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1735</td>
<td>Bituminous Plant Inspection</td>
<td>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.</td>
</tr>
<tr>
<td>2830</td>
<td>Bridge Bearing Assemblies</td>
<td>All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffic</td>
</tr>
<tr>
<td>2819</td>
<td>Bridge Curb, Walk And Railing</td>
<td>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.</td>
</tr>
<tr>
<td>2820</td>
<td>Bridge Deck</td>
<td>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.</td>
</tr>
<tr>
<td>2838</td>
<td>Bridge Deck Crack Sealing</td>
<td>All tasks related to deck crack sealing. Includes related traffic control.</td>
</tr>
<tr>
<td>2827</td>
<td>Bridge Expansion, Relief Joints</td>
<td>All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device bolts and replacing seal glands. Includes related traffic control.</td>
</tr>
<tr>
<td>2855</td>
<td>Bridge Inspection Direct Support</td>
<td>Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance).</td>
</tr>
<tr>
<td>2828</td>
<td>Bridge Inspection-Federal Fund</td>
<td>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.</td>
</tr>
<tr>
<td>2824</td>
<td>Bridge Inspection-Non-Federal</td>
<td>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.</td>
</tr>
<tr>
<td>1421</td>
<td>Operation/Administration/Data</td>
<td>Use for tasks related to the Bridge Management System, including operations, administration, or data entry.</td>
</tr>
<tr>
<td>2847</td>
<td>Bridge Poured/ Relief Joint Seal</td>
<td>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).</td>
</tr>
<tr>
<td>2829</td>
<td>Bridge Superstructure</td>
<td>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.</td>
</tr>
<tr>
<td>2316</td>
<td>Brush &amp; Tree Removal</td>
<td>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.</td>
</tr>
<tr>
<td>0032</td>
<td>Business Unit Management</td>
<td>All expenses of business/office managers for general management and administration of support functions. includes administering central facilities maintenance and facilities capital budgets.</td>
</tr>
<tr>
<td>3000</td>
<td>Class Of Frequency Coordination</td>
<td>Use for frequency coordination done with APCO, AASHTO or FCCA.</td>
</tr>
<tr>
<td>Source Code</td>
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<tr>
<td>1733</td>
<td>Concrete Plant Inspections</td>
<td>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.</td>
</tr>
<tr>
<td>1734</td>
<td>Construction Materials Inspections</td>
<td>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).</td>
</tr>
<tr>
<td>1802</td>
<td>Construction Surveying</td>
<td>Use for surveys to provide staking for the contractor’s operations and for any other construction phase surveying</td>
</tr>
<tr>
<td>2106</td>
<td>Crack Sealing</td>
<td>All surface crack sealing, crack filling, or rout and seal operations. Includes related materials, hauling, stockpiling, and traffic control.</td>
</tr>
<tr>
<td>3023</td>
<td>Elec Comm Eq Rep - Miles</td>
<td>Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects.</td>
</tr>
<tr>
<td>0400</td>
<td>Equipment Calibration-Mat Insp</td>
<td>All construction project field inspection (not cyclical inspection of assets), including preparatory plans &amp; 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.</td>
</tr>
<tr>
<td>1800</td>
<td>Field Inspection</td>
<td>All district field and office tasks needed to respond to supplemental &quot;Requests for Survey Data&quot; and add the data to the surveys base map or DTM.</td>
</tr>
<tr>
<td>1040</td>
<td>Final Design Surveys</td>
<td>Use for time, materials, and travel expenses when developing or delivering training. includes course preparation, designing materials, and managing training records.</td>
</tr>
<tr>
<td>0601</td>
<td>Gen Training Preparation - Delivery</td>
<td>Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. includes related traffic control.</td>
</tr>
<tr>
<td>2210</td>
<td>Guardrail-Install/Repair/Maintenance</td>
<td>Indirect shop expenses and shop equipment. Allocate to mobile equipment.</td>
</tr>
<tr>
<td>2624</td>
<td>Indirect Expense</td>
<td>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.</td>
</tr>
<tr>
<td>1871</td>
<td>Lighting Maintenance &amp; Utilities</td>
<td>acciones en materiales de construcción, incluyendo la preparación de materiales y la verificación de actividades relacionadas con la instalación, mantenimiento y reparación de sistemas y estructuras de iluminación. Incluye el control de tráfico en apoyo a las actividades de iluminación de carretera. Use para tareas relacionadas con consultas públicas/crisis, revisión de facturas de servicios públicos, proveer de datos y realizar revisiones de campo.</td>
</tr>
<tr>
<td>Source Code</td>
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<td>Description</td>
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<tr>
<td>Source Code</td>
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</tr>
<tr>
<td>2222</td>
<td>Sign/Delineation/Marker Repair</td>
<td>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.</td>
</tr>
<tr>
<td>1182</td>
<td>Soils/Foundation Field/Laboratory Tests</td>
<td>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.</td>
</tr>
<tr>
<td>1879</td>
<td>State Furnished Materials</td>
<td>Use to record labor hours, equipment usage, and material costs to supply state furnished materials to a state road construction project with federal participation.</td>
</tr>
<tr>
<td>1738</td>
<td>State Project - Specific Materials Inspection</td>
<td>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).</td>
</tr>
<tr>
<td>1434</td>
<td>Structural Metals Inspection-Non DOT</td>
<td>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.</td>
</tr>
<tr>
<td>2629</td>
<td>Supplies &amp; Small Tools</td>
<td>Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit.</td>
</tr>
<tr>
<td>0152</td>
<td>Support Services</td>
<td>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.</td>
</tr>
<tr>
<td>1312</td>
<td>Tech Assist-Outside MnDOT</td>
<td>Use when providing technical assistance to an organization external to MnDOT.</td>
</tr>
<tr>
<td>3025</td>
<td>Tower/Building Maintenance</td>
<td>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.</td>
</tr>
<tr>
<td>1876</td>
<td>Traffic Counting</td>
<td>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.</td>
</tr>
<tr>
<td>1501</td>
<td>Traffic Management System (TMS)</td>
<td>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</td>
</tr>
<tr>
<td>Source Code</td>
<td>Title</td>
<td>Description</td>
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</tr>
<tr>
<td>1513</td>
<td>Traffic Management System (TMS) Integration</td>
<td>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.</td>
</tr>
<tr>
<td>1500</td>
<td>Traffic Mgt System Maintenance</td>
<td>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.</td>
</tr>
<tr>
<td>1721</td>
<td>Traffic Sign Work Orders</td>
<td>Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T790081).</td>
</tr>
<tr>
<td>2863</td>
<td>Traffic Signal Inspection</td>
<td>Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control.</td>
</tr>
<tr>
<td>1870</td>
<td>Traffic Signal Maintenance</td>
<td>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.</td>
</tr>
<tr>
<td>2834</td>
<td>Waterway Maintenance</td>
<td>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.</td>
</tr>
</tbody>
</table>
Agenda Item
3. E. Appointing Election Judges and Establishing an Absentee Ballot Board for the Primary Election on Tuesday, August 9 and General Election on Tuesday, November 8, 2022, Resolution No. 22-060

Prepared By
Theresa Schyma, City Clerk

Summary
As required per Minnesota Statute § 204B.21, Council needs to approve the appointment of the Election Judges and establishment of an Absentee Ballot Board for the upcoming general election. The Absentee Ballot Board will have the responsibility of accepting and rejecting absentee ballots based on the criteria set in statute. The City Clerk has compiled a list of individuals who either previously served as election judges or have expressed interest in serving in 2022. Only those individuals that complete the required training will be able to serve on Election Day. Recruitment is ongoing and the list will be adjusted as needed, including the addition of Student Election Judges in October.

Additionally, the Hennepin County Elections Office will appoint an Absentee Ballot Board that will be responsible for accepting/rejecting all mail-in absentee ballots received at the Hennepin County Government Center.

Financial Or Budget Considerations
Not Applicable

Recommended Action
Motion to adopt Resolution No. 22-060 approving the appointment of Election Judges and establishment of an Absentee Ballot Board for the Primary Election on Tuesday, August 9 and General Election on Tuesday, November 8, 2022.

Attachments
- Resolution No. 22-060 approving the appointment of Election Judges and establishment of an Absentee Ballot Board for the Primary Election on Tuesday, August 9 and General Election on Tuesday, November 8, 2022 (2 pages)
RESOLUTION NO. 22-060

RESOLUTION APPROVING THE APPOINTMENT OF ELECTION JUDGES AND ESTABLISHING AN ABSENTEE BALLOT BOARD FOR THE PRIMARY ELECTION ON TUESDAY, AUGUST 9 AND GENERAL ELECTION ON TUESDAY, NOVEMBER 8, 2022

WHEREAS, the City Clerk is the authorized Election Official for the City of Golden Valley; and

WHEREAS, Minnesota Statute § 204B.21 requires persons serving as election judges be appointed by the City Council at least 25 days before the election; and

WHEREAS, the City Clerk has submitted for approval a list of election judges (Exhibit A) to officiate at the Primary Election on Tuesday, August 9 and General Election on Tuesday, November 8, 2022; and

WHEREAS, the City Clerk has the authority to make any substitutions or additions as necessary to maintain the required minimum staffing levels while conducting the Primary Election on Tuesday, August 9 and General Election on Tuesday, November 8, 2022; and

WHEREAS, Minnesota Statute § 203B.121 states that an Absentee Ballot Board must be established by the City Council to facilitate the absentee ballot process for an upcoming election; and

WHEREAS, the absentee ballot board is authorized to examine absentee ballot envelopes and accept or reject absentee ballots in the manner provided by Minnesota Statute; and

WHEREAS, Golden Valley City Hall serves as an in-person absentee ballot center for the residents of Golden Valley and the Hennepin County Elections Office serves as a mail-in absentee ballot center for the residents of Golden Valley.

NOW, THEREFORE, BE IT RESOLVED, by the Golden Valley City Council hereby approves the list of election judges, attached hereto as Exhibit A, to officiate at the Primary Election on Tuesday, August 9 and General Election on Tuesday, November 8, 2022.

BE IT FURTHER RESOLVED, the Golden Valley City Council approves guidelines establishing an absentee ballot board and authorizes the City Clerk to oversee the appointment and procedural processes for the City of Golden Valley.

Adopted by the City Council of Golden Valley, Minnesota on the 21st day of June 2022.

_____________________________
Shepard M. Harris, Mayor

ATTEST:

_____________________________
Theresa Schyma, City Clerk
RESOLUTION NO. 22-060

EXHIBIT A

Tracy Anderson
Britt Bakke
Colin Bartol
Alison Bucklin
Elizabeth Burwell
Cristin Capron White
Gary Cohen
Christine Costello
Carol Cummins
James Curme
Kathleen Day
Daniel Decker
Kay Decker
Cheryl Dragotis
Brian Duis
Brian Erickson
Erica Fair
Mark Friederichs
Celeste Gaspard
Teresa George
Dale Gerber
Richard Girard
Heather Hegi
Richard Holcomb
Ellen Hughes
Claire Huisman
Antoinette Ihrke
Maria Johnson

Gwendolyn Jorgens
Tracy Koski
Barbara Krenn
Beth Lilja
Jeffrey Mandell
Denise Mazone
Stephen Merriman
Tara Olmo
Dianne Osvold
Thomas Parker
John Polta
Beverly Robinson
Gena Roisum
Barb Ruud
Clare Sanford
Sue Schwalbe
Richard Sollberger
Tera Spears
Cheryl Stock
Don Taylor
Hilary Toren
Richard Trachy
Sheila Van Sloun
Walter Waffensmith
Jacqueline Wells
Constance Wetzel
Georgeann Wobschall
Agenda Item
3. F.  Approve Filing Extension for Final Plat for Sunnyridge Third Addition

Prepared By
Myles Campbell, Planner

Summary
Greenwood Design Build, LLC, owner of the property located at 428 Sunnyridge Lane, has requested an extension of the filing deadline for their final plat documents with the Hennepin County Surveyor’s Office. The Final Plat for this property was approved by the City Council on April 19, 2022. City code Sec. 109-93 (C)(1) states:

Filing. After the final plat has been approved by the Council, the subdivider shall file it for recording with the County Recorder or the Registrar of Titles within 60 days of the date of the resolution approving the final plat. If not filed within 60 days, the final plat shall be null and void unless an extension is given by the Council.

After plat approval in April, the applicant entered into the County’s queue for review of the plat documents before printing full-scale mylar copies for filing, in order to see if the county had any comments or corrections for the document. Due to a backlog at the County, this review was significantly delayed, causing the subdivision to come up against its filing deadline.

In order to avoid nullifying the existing City Approval, and to allow additional time for the applicant to organize necessary signatures following county comments, staff is recommending an extension to the filing deadline be approved, setting the new deadline at July 22, 2022. Staff is not anticipating that the applicant would need this full time to file, but is erring on the side of caution, in the event that the County continues to face backlogs with their review.

Financial Or Budget Considerations
None

Recommended Action
Motion to approve an extension until July 22, 2022, to file the final plat for the property located at 428 Sunnyridge Lane with the County Surveyor’s Office.
Agenda Item
3. G. Approve Modification to PTO/Vacation Maximum Accrual Cap for Sworn Peace Officers, Resolution No. 22-061

Prepared By
Kirsten Santelices, Deputy City Manager/Human Resources Director

Summary
City of Golden Valley employees accrue paid vacation time or paid time off (PTO) each pay period. According to City policy, employees have a maximum accrual rate based on their years of service. As a commitment to its Valley Values, the City encourages employees to use their time off. However, on occasion, the City has a business need to deny scheduled time off. As a result, employees who have already reached their maximum accrual cease to accrue additional time-off.

Currently, sworn peace officers are foregoing vacation/PTO to cover unfilled shifts and have asked the City to consider removing the maximum accrual cap during this time. The City appreciates the flexibility and commitment of its sworn officers and staff recommends that the maximum accrual cap be modified until December 4, 2022, and provide an automatic payout of such accrued time on December 16, 2022.

Financial Or Budget Considerations
The cost to pay out any hours over two years’ worth of vacation or paid time off (PTO) plus one week would cost the city approximately $74,502.63. This number is based on the date of this memo and on the current eligible peace officers.

Recommended Action
Motion to approve resolution No. 22-061 Authorizing Temporary Modification of PTO/Vacation Maximum Accrual Cap for Sworn Peace Officers

Supporting Documents
- Resolution No. 22-061 (2 pages)
RESOLUTION NO. 22-061

A RESOLUTION AUTHORIZING TEMPORARY MODIFICATION OF PTO/VACATION MAXIMUM ACCRUAL CAP FOR SWORN PEACE OFFICERS

WHEREAS, pursuant to the Golden Valley Employee Handbook and various labor agreements between the City of Golden Valley (the “City”) and LELS Locals 27, 304 and 485 all Golden Valley sworn peace officers (“Officers”) are subject to certain PTO and vacation (collectively, “Time Off”) maximum accrual caps; and

WHEREAS, once Officers meet the maximum accrual cap they are no longer eligible to accrue Time Off; and

WHEREAS, due to staffing levels in the Police Department, Officers are not currently able to use all of their accrued Time Off; and

WHEREAS, the Officers have demonstrated flexibility, commitment, and dedication by working extra hours and foregoing vacation time to fill unstaffed shifts; and

WHEREAS, in recognition of the Officers’ commitment and dedication to the City, the City wishes to temporarily modify the maximum accrual cap so that Officers do not lose accrued time off.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF GOLDEN VALLEY, MINNESOTA that this Council authorizes a temporary modification of the PTO/Vacation maximum accrual cap for Officers as follows:

1. All Officers shall be permitted to accrue vacation hours above the maximum amount designated in the Employee Handbook and applicable Labor Agreements through December 4, 2022.

2. On December 16, 2022, all Officers that have not elected to participate in the City’s Vacation Payout and PTO Payout policies shall automatically receive a payout for Time Off accrued beyond the applicable maximum accrual cap plus forty hours and their vacation/PTO balances shall be adjusted accordingly. This payout shall be mandatory.

3. On December 16, 2022, all Officers that have elected to participate in the City’s Vacation Payout and PTO Payout Policies shall automatically receive a payout for Time Off accrued beyond the maximum accrual cap and their vacation/PTO balances shall be adjusted accordingly. This payout shall be mandatory and in addition to any payout the Officer elected to receive pursuant to the City’s Vacation Payout and PTO Payout Policies, which shall be calculated and deducted prior to any payouts pursuant to this paragraph.

Passed by the City Council of the City of Golden Valley, Minnesota this 21st day of June, 2022.
Attested:

Theresa Schyma, City Clerk

Shepard M. Harris, Mayor
<table>
<thead>
<tr>
<th>Event</th>
<th>Event Time</th>
<th>Location</th>
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<tbody>
<tr>
<td><strong>JUNE</strong></td>
<td></td>
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<tr>
<td>Thursday, June 23</td>
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<tr>
<td>Golden Valley Business Council Meeting</td>
<td>8:30 AM - 9:30 AM</td>
<td>Hybrid - Brookview - Valley View Room</td>
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<tr>
<td><strong>Sunday, June 26</strong></td>
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<tr>
<td>Market in the Valley</td>
<td>9:00 AM - 1:00 PM</td>
<td>City Hall Campus</td>
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<td><strong>JULY</strong></td>
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<tr>
<td>Sunday, July 3</td>
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<tr>
<td>Market in the Valley</td>
<td>9:00 AM - 1:00 PM</td>
<td>City Hall Campus</td>
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<tr>
<td><strong>Monday, July 4</strong></td>
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<tr>
<td>City Offices Closed for Observance of Independence Day</td>
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<tr>
<td><strong>Tuesday, July 5</strong></td>
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<tr>
<td>City Council Meeting</td>
<td>6:30 PM</td>
<td>Hybrid - Council Chambers</td>
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<tr>
<td><strong>Sunday, July 10</strong></td>
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<tr>
<td>Market in the Valley</td>
<td>9:00 AM - 1:00 PM</td>
<td>City Hall Campus</td>
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<tr>
<td><strong>Monday, July 11</strong></td>
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<tr>
<td>Ice Cream Social</td>
<td>7:00 PM - 8:00 PM</td>
<td>Brookview Park</td>
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<tr>
<td><strong>Tuesday, July 12</strong></td>
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<tr>
<td>Special Council Training Session</td>
<td>4:30 PM - 6:30 PM</td>
<td>Council Conference Room</td>
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<tr>
<td>Council Work Session</td>
<td>6:30 PM</td>
<td>Hybrid - Council Chambers</td>
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<tr>
<td><strong>Sunday, July 17</strong></td>
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<tr>
<td>Market in the Valley</td>
<td>9:00 AM - 1:00 PM</td>
<td>City Hall Campus</td>
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<tr>
<td><strong>Tuesday, July 19</strong></td>
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<tr>
<td>City Council Meeting</td>
<td>6:30 PM</td>
<td>Hybrid - Council Chambers</td>
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<tr>
<td><strong>Sunday, July 24</strong></td>
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<tr>
<td>Market in the Valley</td>
<td>9:00 AM - 1:00 PM</td>
<td>City Hall Campus</td>
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<tr>
<td><strong>Thursday, July 28</strong></td>
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<tr>
<td>Golden Valley Business Council Meeting</td>
<td>8:30 AM - 9:30 AM</td>
<td>Hybrid - Brookview - Valley View Room</td>
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<tr>
<td><strong>Sunday, July 31</strong></td>
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<tr>
<td>Market in the Valley</td>
<td>9:00 AM - 1:00 PM</td>
<td>City Hall Campus</td>
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<tr>
<td><strong>AUGUST</strong></td>
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<tr>
<td><strong>Tuesday, August 2</strong></td>
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<tr>
<td>National Night Out</td>
<td>6:00 PM - 9:00 PM</td>
<td>Various Locations/In-Person</td>
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<tr>
<td><strong>Wednesday, August 3</strong></td>
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<tr>
<td>City Council Meeting</td>
<td>6:30 PM</td>
<td>Hybrid - Council Chambers</td>
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<tr>
<td><strong>Saturday, August 6</strong></td>
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<tr>
<td>City Hall Open for Absentee Voting</td>
<td>10:00 AM - 3:00 PM</td>
<td>City Hall</td>
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<tr>
<td><strong>Sunday, August 7</strong></td>
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<tr>
<td>Market in the Valley</td>
<td>9:00 AM - 1:00 PM</td>
<td>City Hall Campus</td>
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<tr>
<td><strong>Tuesday, August 9</strong></td>
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<tr>
<td>Primary Election Day</td>
<td>7:00 AM - 8:00 PM</td>
<td>City Precincts/Polls</td>
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<tr>
<td><strong>Wednesday, August 10</strong></td>
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<tr>
<td>HRA Work Session</td>
<td>6:30 PM</td>
<td>Hybrid - Council Chambers</td>
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<tr>
<td>Council Work Session</td>
<td>6:30 PM</td>
<td>Hybrid - Council Chambers</td>
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<tr>
<td><strong>Saturday, August 13</strong></td>
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<tr>
<td>Ribbon Cutting Ceremony - Tool Share Shed at Medley Park</td>
<td>10:00 AM - 2:00 PM</td>
<td>Medley Park</td>
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<td><strong>Sunday, August 14</strong></td>
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<tr>
<td>Market in the Valley</td>
<td>9:00 AM - 1:00 PM</td>
<td>City Hall Campus</td>
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<tr>
<td><strong>Tuesday, August 16</strong></td>
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<tr>
<td>Special City Council Meeting (Closed Session)</td>
<td>5:30 PM</td>
<td>Manager's Conference Room</td>
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<tr>
<td>Special HRA Meeting</td>
<td>6:30 PM</td>
<td>Hybrid - Council Chambers</td>
</tr>
<tr>
<td>City Council Meeting</td>
<td>6:30 PM</td>
<td>Hybrid - Council Chambers</td>
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</tbody>
</table>