

**NOTICE OF ALBANY  
CITY COUNCIL MEETING**

There will be a regular meeting of the City Council in and for the City of Albany, Stearns County, Minnesota at 6:30 o'clock in the evening on Wednesday, May 4, 2022, in the Council Room at 400 Railroad Avenue for the said City.

**AGENDA**

1. Convene meeting
2. Pledge of Allegiance
3. Audit Bills
4. Act on regular Council minutes of the meeting held on April 20th
5. Open Forum/Public comment (3 to 5 minutes max.)
6. Jeremy Mathiasen, City Engineer – project updates
7. Reports of Boards and Department Heads
  - Police Chief Ozzie Carbajal
  - Joe Mergen, Public Works Supervisor – present two quotes to replace two street lights at the intersection of 8<sup>th</sup> Street (TH238) and Country Road 10/41.
  - Tom Schneider, Clerk/Adm. – present the following:
    - Resolution 2022-20 MnDOT Master Partnership Contract to allow city to exchange goods and services with MnDOT.
    - Submit letter of support to Governor Tim Walz on behalf of the Albany Branch of the Great River Regional Library System and others who are eligible for capital project fund dollars for construction/renovation and facility projects.
8. Mayor's announcements and letters
9. Mayor to announce next regular Council meeting date (May 18th) and adjourn

Tom Schneider  
Clerk/Adm.

Pursuant to due call and notice thereof a regular meeting of the Council in and for the City of Albany, Stearns County, Minnesota, was called to order by Mayor Tom Kasner at 6:30 o'clock in the evening on Wednesday, April 20, 2022, in the Council Room at 400 Railroad Avenue for the said City.

Other Council members present were: Councilors John R. Harlander, Keith Heitzman, Al Amdahl, and Adam Rushmeyer. None were absent.

Other's present were: Tom Schneider, Clerk/Adm., Joe Mergen, Public Works Supervisor, Jeremy Mathiasen, City Engineer with Stantec, Inc., St. Cloud, MN, Police Chief Ozzie Carbajal, Ellarry Prentice, Staff Writer, the Star Post, Ashley Larson, and Sara Gondringer, owners of Don's I94 Convenience Store, Albany.

The council recited the Pledge of Allegiance.

The council took notice of approval of payment of bills. After due discussion, a motion was made by Keith Heitzman and seconded by Adam Rushmeyer to approve/authorize payroll, electronic payments (5794-5803), transfers, and the payment of the following bills: Check Numbers 71766 to 71793. All voted for the motion and it carried.

Mayor Tom Kasner called for any corrections or additions to the minutes of the regular meeting of the Board of Review and Equalization held at 5:30 PM on April 6th and hearing none declared them approved.

Mayor Tom Kasner called for any corrections or additions to the minutes of the regular meeting of the council held on April 6th and hearing none declared them approved.

Open forum/public comments: none

Mr. Schneider presented to the council an amendment to Ordinance 64, Tobacco, for the purpose to increase the age to purchase, obtain, possess, and tobacco related devices from the age of 18 to 21, consistent with Minnesota Statute 144.391. Mr. Schneider noted there is a provision in the amendment that would prohibit the sale of liquid flavored products in liquid form that has or produces a taste or smell other than a taste or smell of tobacco. Ms. Gondringer appeared before the council to inform the council prohibiting the sale of liquid flavored products would adversely affect the sale of other products in their business and she would object to the ban of liquid flavored products. Police Chief Ozzie Carbajal noted liquid flavored products and other tobacco related devices in possession of minors is a problem in many cities and prohibiting sales would not necessarily eliminate the problem. Police Chief Ozzie Carbajal also noted the tobacco licenses issued to eligible businesses have successfully passed annual compliance checks. Mayor Tom Kasner, with the consensus of the council, noted to the staff and members from the public in attendance, the council is not in favor of prohibiting the sale of liquid flavored products, but the age to purchase tobacco products should be amended to 21 years of age, the same as Mn State Statute. After due discussion, a motion was made by John R. Harlander who introduced the following amendment to Ordinance 64, Tobacco, and moved its adoption:

CITY OF ALBANY  
AMENDMENT TO ORDINANCE NO. 64, TOBACCO SALES

The motion for the foregoing ordinance amendment was seconded by Keith Heitzman and after a full discussion thereon and upon a vote being taken thereon, the following voted in favor thereof: Mayor Tom Kasner, Councilors Adam Rushmeyer, John R. Harlander, Al Amdahl, and Keith Heitzman, and none voted against the same whereupon the said ordinance amendment was declared duly passed and adopted. The full text of the said ordinance amendment is on file at the office of the City Clerk/Administrator for public inspection during regular office hours.

Mr. Mathiasen presented to the council the following bids for the 1<sup>st</sup> Street (TH238)/Railroad Avenue (TH238) Improvement and Sidewalk Improvements along the west side of 8<sup>th</sup> Street/TH238 (from Railroad Avenue to Shamrock Lane) and the north side of Shamrock Lane (from 8<sup>th</sup> Street to 360' west of 8<sup>th</sup> Street) that were publicly opened at 11:00 AM, on Wednesday, March 16th:

<u>Contactor</u>	<u>Base Bid</u>
Craig Bardson Excavating, Inc.	\$616,632.06
Breitbach Construction Co.	\$618,262.31

Mr. Mathiasen noted the Minnesota Department of Transportation (MnDOT) has allocated a maximum amount of \$540,000 to fund the aforesaid improvements from the State Local Partnership Program. Mr. Mathiasen noted a preconstruction meeting will be held next week if the low bid is awarded at the meeting. Mr. Mathiasen informed the council the low base bid is Craig Bardson Excavating, Albany, MN in the amount of \$616,632.06 and recommended the low base bid be approved. After due discussion and upon the recommendation by the city engineer, a motion was made by Al Amdahl who introduced the following resolution and moved its adoption:

RESOLUTION 2022-16  
RECEIVING BIDS AND AWARDING CONTRACT  
ALBANY (TH238) 1<sup>ST</sup> STREET & SHAMROCK LANE IMPROVEMENT PROJECT  
(Street and Utility Improvements)

The motion for the foregoing resolution was seconded by John R. Harlander and after a full discussion thereon and upon a vote being taken thereon, the following voted in favor thereof: Mayor Tom Kasner, Councilors Adam Rushmeyer, John R. Harlander, and Keith Heitzman, and none voted against the same whereupon the said resolution was declared duly passed and adopted. The full text of the said resolution is on file at the office of the City Clerk/Administrator for public inspection during regular office hours.

The Council took notice of a resolution to declare the cost to be assessed, ordering preparation of proposed assessments, and calling for a public hearing for the 2022 Capital Improvements Project. Mr. Mathiasen noted each property owner will be mailed a notice listing the total amount proposed to be assessed to their property. Mr. Mathiasen noted the assessments would begin for each benefited property in the year 2023, payable over a 15-year period. After due discussion, a motion was made by Adam Rushmeyer who introduced the following resolution and moved its adoption:

RESOLUTION 2022-19  
DECLARING COST TO BE ASSESSED; ORDERING PREPARATION OF  
PROPOSED ASSESSMENT; AND CALLING FOR PUBLIC HEARING ON ASSESSMENTS  
2022 Capital Improvement Project  
(Public Hearing: 6:30 PM or as soon as thereafter, Wednesday, May 18th, at City Hall)

The motion for the foregoing resolution was seconded by Al Amdahl and after a full discussion thereon and upon a vote being taken thereon, the following voted in favor thereof: Mayor Tom Kasner, Councilors Adam Rushmeyer, John R. Harlander, Keith Heitzman, and Al Amdahl, and none voted against the same whereupon the said resolution was declared duly passed and adopted. The full text of the said resolution is on file at the office of the City Clerk/Administrator for public inspection during regular office hours.

Mr. Mathiasen presented to the Council Payment Voucher No. 1 for the Golf View Drive Lift Station Improvement Project. Mr. Mathiasen noted the payment voucher includes materials on hand for the project (lift station pumps). After due discussion and upon recommendation from the city engineer, a motion was made by Mayor Tom Kasner and seconded by John R. Harlander to approve Payment Voucher No. 1 to Liberty Electric, Albany, MN, in the amount of \$49,685. All voted for the motion and it carried.

Councilor Keith Heitzman, Albany Golf Club Liaison, presented to the council the Albany Golf Club's checkbook register. Mr. Heitzman also updated the council on the landscaping improvements near the clubhouse and proposed sidewalk on the south side of Church Avenue in front, east, and west of the clubhouse. After due discussion, a motion was made by Keith Heitzman and seconded by Al Amdahl to approve electronic payments, transfers, and the payment of the following: checks 40096-40136. Voting for the motion were Councilors Keith Heitzman, John R. Harlander, Al Amdahl, and Adam Rushmeyer, and none voted against. Mayor Tom Kasner abstained and the motion carried.

Mr. Mergen informed the council phone conversations and meetings were held with M.J. Electric, the sub-contractor hired by XCEL Energy, the League of MN Cities insurance adjuster for the city, and a local electrical contractor to determine who will pay for repairs to the components in the electrical control panel damaged on April 4th at the Wastewater Treatment Plant. Mr. Mergen noted it may be cheaper to upgrade the control panel rather than replacing the components with similar or alike that are 20-years old. Mr. Mergen informed the council the system is currently working and expects a final decision to be made by the insurance companies within the next few weeks.

The council took notice of a Minnesota Lawful gambling LG220 exempt permit application for the Church of Seven Dolores to conduct a raffle, paddlewheel, pull-tabs, bingo on August 14th at 151 2<sup>nd</sup> Street. After due discussion, a motion was made by Mayor Tom Kasner who introduced the following resolution and moved their adoption:

RESOLUTION 2022-17  
APPROVING MINNESOTA LAWFUL GAMBLING EXEMPT PERMIT  
APPLICATION (August 14<sup>th</sup> Church of Seven Dolores-Bazaar)

The motion for the foregoing resolution was seconded by Adam Rushmeyer and after a full discussion thereon and upon a vote being taken thereon, the following voted in favor thereof: Mayor Tom Kasner, Councilors Adam Rushmeyer, John R. Harlander, Keith Heitzman, and Al Amdahl, and none voted against the same whereupon the said resolution was declared duly passed and adopted. The full text of the said resolution is on file at the office of the City Clerk/Administrator for public inspection during regular office hours.

The council also took notice of an application for a 1 day to 4 day temporary on-sale liquor license submitted by the Church of Seven Dolores for their annual bazaar to be held on August 14<sup>th</sup> at 151 2<sup>nd</sup> Street. Mr. Schneider informed the council the application and liquor liability insurance certificate is in order and recommended approval. After due discussion, a motion was made by Keith Heitzman and seconded by John R. Harlander to approve the said license. All voted for the motion and it carried.

Mr. Schneider presented to the council a resolution to elect the standard allowance related to reporting requirements for the American Rescue Plan Act; whereby the city was a recipient in the amount of \$302,247.67. Mr. Schneider noted the funds will be used for construction infrastructure expenses related water and sewer improvements for the 2022 Capital Improvement Project. Mr. Schneider noted recipients with allocations under \$10 million dollars have limited reporting requirements and recommended approval. After due discussion, a motion was made by John R. Harlander who introduced the following resolution and moved its adoption:

CITY OF ALBANY  
RESOLUTION NO. 2022-18  
A RESOLUTION TO ELECT THE STANDARD ALLOWANCE AVAILABLE  
UNDER THE REVENUE LOSS PROVISION OF THE CORONAVIRUS LOCAL FISCAL  
RECOVERY FUND ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT

The motion for the foregoing resolution was seconded by Adam Rushmeyer and after a full discussion thereon and upon a vote being taken thereon, the following voted in favor thereof: Mayor Tom Kasner, Councilors Adam Rushmeyer, John R. Harlander, Keith Heitzman, and Al Amdahl, and none voted against the same whereupon the said resolution was declared duly passed and adopted. The full text of the

said resolution is on file at the office of the City Clerk/Administrator for public inspection during regular office hours.

Mr. Schneider also informed the council the Albany Area School board took action at their April 13<sup>th</sup> board meeting to approve a date for a public bond referendum election for district residents to be held on Tuesday, August 9<sup>th</sup>; whereby if approved, the board would move forward to purchase and renovate the former hospital/clinic site at 300 3<sup>rd</sup> Avenue for a new preschool and early childhood learning center. Mr. Schneider noted the total amount of the general obligation bond to purchase, renovate, add furniture, and equipment is \$16,960,000. Mr. Schneider noted the board will be holding several public meetings and mailings to property owners within the school district with information related to the referendum vote and project.

Mayor Tom Kasner announced the next regular council meeting for 6:30 o'clock in the evening on Wednesday, May 4, 2022, and adjourned the meeting at 7:00 PM.

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Tom Schneider  
Clerk/Adm.

Unofficial

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To:	Mr. Tom Schneider and Albany City Council	From:	Jeremy Mathiasen
	City of Albany		St. Cloud Office
File:	193801690	Date:	April 29, 2022

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**Reference:    Engineering Update for the 5/4/22 Council Meeting**

**2021 Capital Improvement Project**

Bituminous wearing course will be installed in May/June.

**Golfview Lift Station Improvements**

Construction beginning in late summer when the rest of the materials arrive.

**2022 Capital Improvement Project**

Project removals will begin the week of May 9<sup>th</sup> and then utility work would likely begin the following week. We have been spending time talking with business and residential property owners about the upcoming work and answering questions. Our weekly project meeting will be held on Tuesday mornings at 8:30 AM and will begin on May 17<sup>th</sup>.

**1<sup>st</sup> Street/TH 238 Improvements**

Our preconstruction meeting was held this week with Craig Bardson Excavating and the rest of the project team. The proposed schedule is showing work starting the week of June 6<sup>th</sup>. Substantial completion is August 12<sup>th</sup> and final completion is September 30<sup>th</sup>.

Feel free to contact me at any time with project related questions.

[Jeremy.mathiasen@stantec.com](mailto:Jeremy.mathiasen@stantec.com)    320.266.5232



**JT ELECTRIC SERVICE**  
ELECTRICAL CONTRACTOR

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111 Co Rd 10 / Box 476 / Albany, MN 56307  
Phone (320) 845-4789

4/1/2022

To: Joe Mergen  
From: Russ Mergen  
Subject: Replace light poles by intersection south of 94

This is a quote to supply and install new light poles at the intersection of County Rd 10 and 8<sup>th</sup> St S.

There are two light poles to be replaced.

The existing light heads will be reused, taken off of the existing poles and mounted on the new poles.

The existing bases, anchor bolts, nuts, washers will be reused.

I have included taking down (1) existing light pole and installing (2) new light poles.

Wiring to the existing circuits, no work on the existing underground wires is included in this quote.

\$14,140

Quote is good for 10 days

# Liberty Electric Co. Inc.

27582 246<sup>th</sup> Avenue  
Albany, MN 56307  
Phone: 320.548.3775  
Fax: 320.548.3776

E-mail: libertyelectric@hotmail.com

To: City of Albany

Attn: Joe Mergen

Description: Replace (2) Street pole lights

Location: Intersection of Co Rd 41 & 8<sup>th</sup> St. S.

## Quote includes the following:

- Reuse existing concrete bases
- Remove and dispose of existing poles
- Install (2) new poles with (1) LED head each
  - 2- MILLERBERND MFG CO 8-SIDED TAPERED STEEL LIGHT POLES
  - 2- LED COBRA 4000K 4-BOLT MNT NEMA LABEL POLE HEADS

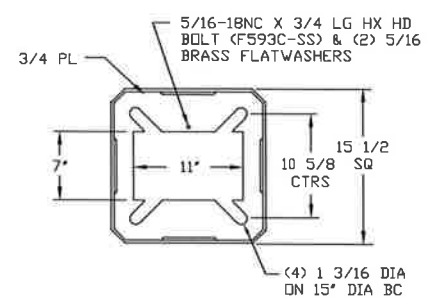
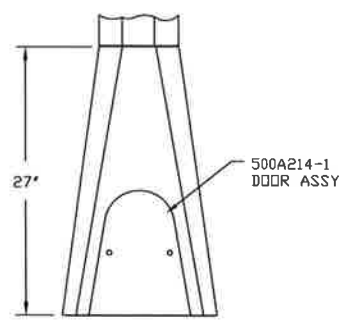
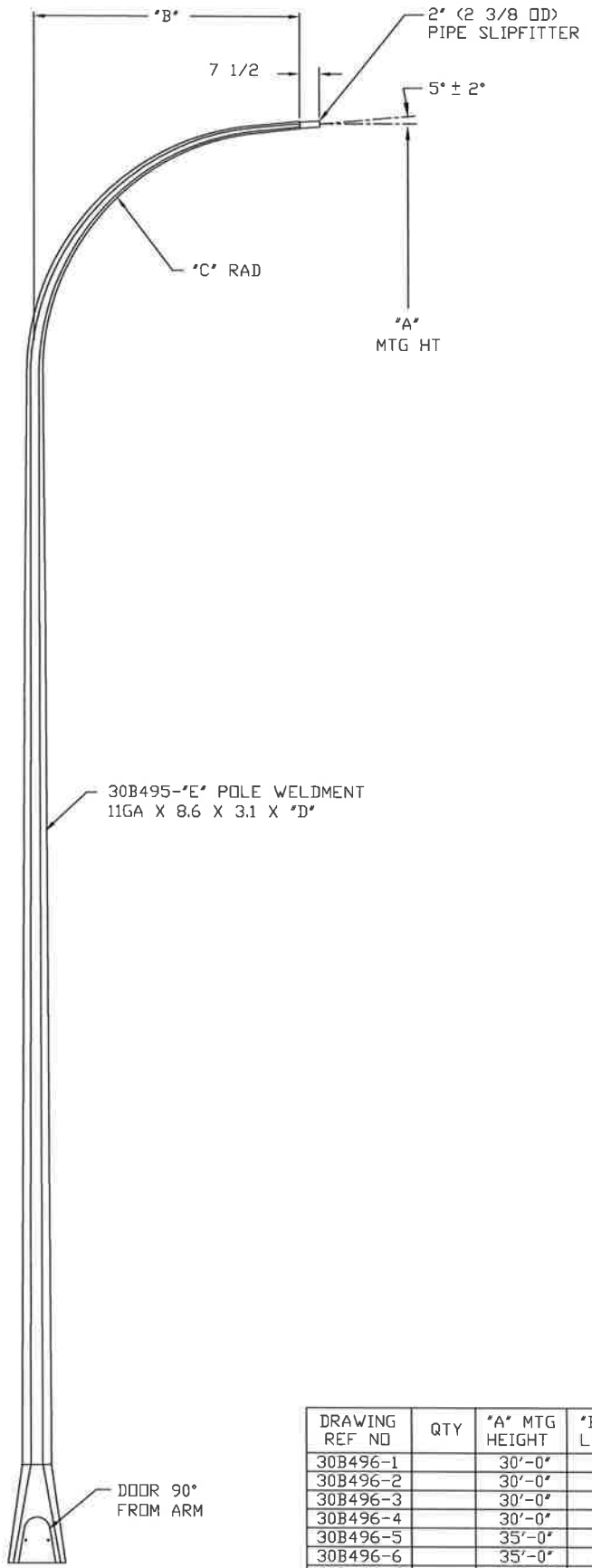
**TOTAL= \$11,465.00**

## Notes:

- Estimated lead time per manufacturer: 15 weeks
- Payment for STANDARD MNDOT COBRA poles and heads are due at the time of order to release into production and guarantee price and lead time. Graybar Electric will provide an Unconditional Lien Waiver as receipt. All additional costs for installation and materials will be billed upon completion of project.

Liberty Electric Co. Inc.  
Peter Hagemeyer 4/28/22





-POLE BASE DETAIL-

NOTE:

1. POLE MATERIAL- HIGH STRENGTH LOW ALLOY STEEL 50,000 PSI MIN YIELD PER ASTM A572 OR A1011 (A588 OR A606 IF SELF-WEATHERING) BASE PLATE MATERIAL 36,000 PSI MIN YIELD PER ASTM A36 (A588 IF SELF-WEATHERING)
2. DO NOT GROUT BETWEEN THE BASE PLATE AND FOUNDATION. AIR MUST BE ALLOWED TO FLOW THROUGH THE POLE TO PREVENT MOISTURE INSIDE THE POLE.
3. FINISH: \_\_\_\_\_

DRAWING REF NO	QTY	'A' MTG HEIGHT	'B' ARM LENGTH	'C' ARM RADIUS	'D' SHAFT LENGTH	'E' POLE WELD PART NO	PART NO
30B496-1		30'-0"	3'-0"	3'-0"	28'-3"	30B495-1	LDH3-300
30B496-2		30'-0"	6'-0"	5'-0"	30'-5"	30B495-2	LDH6-300
30B496-3		30'-0"	9'-0"	8'-0"	32'-0"	30B495-3	LDH9-300
30B496-4		30'-0"	12'-0"	10'-0"	34'-0"	30B495-4	LDH12-300
30B496-5		35'-0"	3'-0"	3'-0"	33'-3"	30B495-5	LDH3-350
30B496-6		35'-0"	6'-0"	5'-0"	35'-5"	30B495-6	LDH6-350
30B496-7		35'-0"	9'-0"	8'-0"	37'-0"	30B495-7	LDH9-350
30B496-8		35'-0"	12'-0"	10'-0"	39'-0"	30B495-8	LDH12-350
30B496-9		30'-0"	8'-0"	7'-0"	31'-6"	30B495-9	LDH8-300
30B496-10		35'-0"	8'-0"	7'-0"	36'-6"	30B495-10	LDH8-350

SOLID WORKS

DWN: CHAD G.	LDH(3, 6, 8, 9 & 12)-300 & 350 LIGHTING STANDARDS
DATE: 4-6-01	
CHK: FLOYD F.	
SCALE: NTS	
	MANUFACTURING CO. WINSTED, MN
	30B496

REV 6-25-2020: ADDED OPTIONS FOR 8' ARM (RK)  
 REV 9-16-03 CHANGE SHAFT LENGTH ON 3' RAD SECTION



Consistent with LEED® goals & Green Globes™ criteria for light pollution reduction



Buy American

# Autobahn Series ATBM Roadway

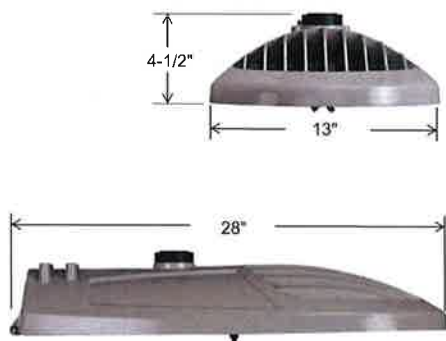
## PRODUCT OVERVIEW



### Applications:

- Residential streets
- Parking lots
- High speed roadways

### DIMENSIONS



Effective Projected Area (EPA)  
The EPA for the ATBM is 0.3 sq. ft.,  
Approx. Wt. = 21 lbs. (9.5 kg)

### STANDARDS

Color temperatures of  $\leq 3000\text{K}$  must be specified for International Dark-Sky Association certification.

Rated for  $-40^{\circ}\text{C}$  to  $40^{\circ}\text{C}$  ambient

CSA Certified to U.S. and Canadian standards

Complies with ANSI: C136.2, C136.10, C136.14, C136.31, C136.15, C136.37

**BUY AMERICAN** — Product with the BAA option is assembled in the USA and meets the Buy America(n) government procurement requirements under FAR, DFARS and DOT. Please refer to [www.acuitybrands.com/buy-american](http://www.acuitybrands.com/buy-american) for additional information.

### Features:

#### OPTICAL

Same Light: Performance is comparable to 150W – 250W HPS

White Light: Correlated color temperature - 4000K, 70 CRI minimum, 3000K, 70 CRI minimum or optional 5000K, 70 CRI minimum.

IP66 rated borosilicate glass optics ensure longevity and minimize dirt depreciation. Unique IP66 rated LED light engines provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage and optimal pole spacing.

Available distributions are Type II, III, IV, & V roadway distributions.

DualOptix™ visual comfort option is also available for all distributions.

#### ELECTRICAL

Expected Life: LED light engines are rated  $>100,000$  hours at  $25^{\circ}\text{C}$ , L70.

Electronic driver has an expected life of 100,000 hours at a  $25^{\circ}\text{C}$  ambient.

Lower Energy: Saves an expected 40-60% over comparable HID luminaires.

Robust Surge Protection: Standard surge protection is 20kV/10kA "Extreme Level" per ANSI C136.2. An optional MOV pack provides 10kV/5kA "Enhanced Level."

Luminaire ships with a 0-10v dimmable driver. Luminaire is continuous and step dimming capable via AO option or controls installed on P7 photocontrol receptacle option.

#### MECHANICAL

Includes standard AEL lineman-friendly features such as tool-less entry, 3 station terminal block and quick disconnects. Bubble level located inside the electrical compartment for easy leveling at installation.

Rugged die-cast aluminum housing and door are polyester powder-coated for durability and corrosion resistance. Rigorous five-stage pre-treating and painting process yields a finish that achieves a scribe creepage rating of 8 (per ASTM D1654) after over 5000 hours exposure to salt fog chamber (operated per ASTM B117).

Mast arm mount is adjustable for arms from 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter.

The 2 – bolt and optional 4 bolt clamping mechanism provide 3G vibration rating per ANSI C136.31.

The Wildlife shield is cast into the housing (not a separate piece).

#### CONTROLS

NEMA 3 pin photocontrol receptacle is standard, with the Acuity designed ANSI standard 7 pin receptacle optionally available.

Premium solid state locking-style photocontrol – PCSS (10 year rated life) Extreme long life solid state locking-style photocontrol – PCL1 (20 year rated life).

Extreme long life solid state locking-style photocontrol with on demand remote on/off control - PCCC (15 year rated life).

Optional onboard Adjustable Output module allows the light output and input wattage to be modified to meet site specific requirements, and also can allow a single fixture to be flexibly applied in many different applications.

# Autobahn Series ATBM

## Roadway

### PERFORMANCE PACKAGE

Performance Package	Distribution	Input Watts	3K (3000K CCT, 70 CRI)					4K/5K (4000K/5000K CCT, 70 CRI)					LLD @ 25°C		
			Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	25k Hours	75k Hours	100k Hours
P05	R2	68	9,396	138	1	0	2	9,718	143	1	0	2	0.93	0.86	0.83
	R3		9,366	138	1	0	3	9,688	142	1	0	3			
	R4		9,030	133	1	0	3	9,340	137	1	0	3			
	R5		10,334	152	3	0	2	10,689	157	3	0	2			
P10	R2	81	10,635	131	2	0	3	11,299	139	2	0	3	0.93	0.86	0.83
	R3		10,675	132	2	0	3	11,302	140	2	0	3			
	R4		10,391	128	2	0	4	10,994	136	2	0	4			
	R5		11,504	142	3	0	2	12,086	149	3	0	2			
P20	R2	94	12,073	128	2	0	3	12,874	137	2	0	3	0.93	0.86	0.83
	R3		12,065	128	2	0	3	12,818	136	2	0	3			
	R4		11,946	127	2	0	4	12,525	133	2	0	4			
	R5		13,085	139	4	0	2	13,776	147	4	0	2			
P30	R2	118	14,637	124	2	0	3	15,514	131	2	0	3	0.93	0.86	0.83
	R3		14,631	124	2	0	3	15,452	131	2	0	3			
	R4		14,317	121	2	0	4	15,151	128	2	0	5			
	R5		15,775	134	4	0	2	16,685	141	4	0	2			
P40	R2	135	16,233	120	2	0	3	17,493	130	2	0	3	0.93	0.86	0.83
	R3		16,402	121	2	0	3	17,367	129	2	0	3			
	R4		15,911	118	2	0	5	17,008	126	2	0	5			
	R5		17,507	130	4	0	2	18,595	138	4	0	2			
P50	R2	152	17,541	115	2	0	3	18,748	123	2	0	3	0.93	0.86	0.83
	R3		17,677	116	2	0	4	18,712	123	2	0	4			
	R4		17,154	113	2	0	5	18,246	120	2	0	5			
	R5		19,008	125	4	0	2	20,088	132	4	0	2			
P60	R2	168	18,770	112	2	0	3	20,095	120	3	0	3	0.93	0.86	0.83
	R3		18,830	112	2	0	4	20,094	120	3	0	4			
	R4		18,369	109	2	0	5	19,648	117	2	0	5			
	R5		20,350	121	4	0	2	21,505	128	4	0	2			
P70	R2	190	20,190	106	3	0	3	21,565	114	3	0	3	0.93	0.86	0.83
	R3		20,142	106	3	0	4	21,504	113	3	0	4			
	R4		19,660	103	2	0	5	21,024	111	3	0	5			
	R5		21,988	116	4	0	2	23,076	121	4	0	2			

**Note:** Individual fixture performance may vary. Specifications subject to change without notice.



AEL Headquarters, 3825 Columbus Road, Granville, OH 43023  
 www.americanelectriclighting.com  
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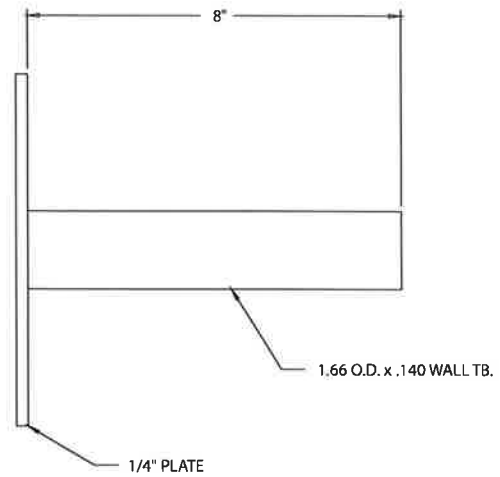
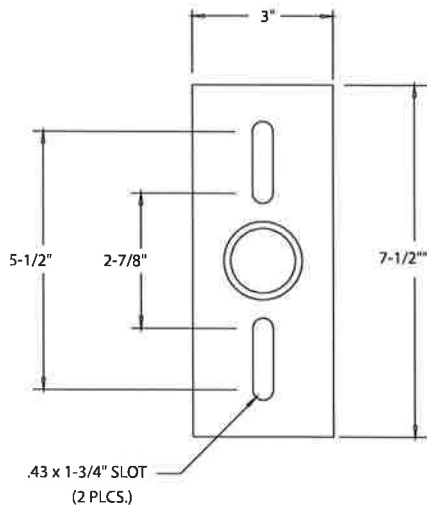
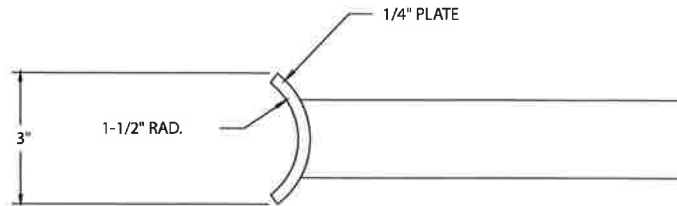
**Warranty** Five-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: [www.acuitybrands.com/support/warranty/terms-and-conditions](http://www.acuitybrands.com/support/warranty/terms-and-conditions)  
 Actual performance may differ as a result of end-user environment and application. Specifications subject to change without notice.

Please contact your sales representative for the latest product information.

ATBM

### UMR POLE ADAPTOR

RECOMMENDED FOR USE WITH POLES OF 4" DIAMETER OR SMALLER



### UMS POLE ADAPTOR



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ATBM

CITY OF ALBANY  
RESOLUTION 2022-20

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

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

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

Therefore, be it resolved:

1. That the City of Albany enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the city council.
2. That the proper city of Albany city council is authorized to execute such contract, and any amendments thereto.
3. That the city Clerk/Administrator for the city of Albany 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 Clerk/Administrator for the city of Albany execute such work order contracts on behalf of the city of Albany without further approval by this council

Approved by the city council of the city of Albany this 4th day of May, 2022.

\_\_\_\_\_  
Tom Kasner, Mayor

\_\_\_\_\_  
Tom Schneider, Clerk/Adm.

(SEAL)

**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 Albany 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 \$100,000.00.
- 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 1050300W[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

**[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: \_\_\_\_\_

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

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

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

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

**COMMISSIONER OF TRANSPORTATION**

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

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

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

**COMMISSIONER OF ADMINISTRATION**

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

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

Exhibit A – Table of Technical Services  
Master Partnership Contract Program FY 2023-2027

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 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.
2819	Bridge Curb, Walk And Railing	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.
2820	Bridge Deck	All tasks related to deck crack sealing. Includes related traffic control.
2838	Bridge Deck Crack Sealing	All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device bolts and replacing seal glands. Includes related traffic control.
2827	Bridge Expansion, Relief Joints	Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance.
2855	Bridge Inspection Direct Support	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.
2828	Bridge Inspection-Federal Fund	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.
2824	Bridge Inspection-Non-Federal	Use for tasks related to the Bridge Management System, including operations, administration, or data entry.
1421	Bridge Management System Operation/Administration/Data	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).
2847	Bridge Poured/ Relief Joint Seal	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.
2829	Bridge Superstructure	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.
2316	Brush & Tree Removal	All expenses of business/office managers for general management and administration of support functions. includes administering central facilities maintenance and facilities capital budgets.
0032	Business Unit Management	Use for frequency coordination done with APCO, AASHTO or FCCA.
3000	Class Of Frequency Coordination	

<b>Source Code</b>	<b>Title</b>	<b>Description</b>
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. 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). Use for surveys to provide staking for the contractor's operations and for any other construction phase surveying All surface crack sealing, crack filling, or rout and seal operations. Includes related materials, hauling, stockpiling, and traffic control.
1734	Construction Materials Inspections	
1802	Construction Surveying	
2106	Crack Sealing	
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.  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. 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. Use for time, materials, and travel expenses when developing or delivering training. includes course preparation, designing materials, and managing training records. Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. includes related traffic control. Indirect shop expenses and shop equipment. Allocate to mobile equipment.
1800	Field Inspection	
1040	Final Design Surveys	
0601	Gen Training Preparation - Delivery	
2210	Guardrail-Install/Repair/Maintenance	
2624	Indirect Expense	
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.

<b>Source Code</b>	<b>Title</b>	<b>Description</b>
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. 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.
1182	Soils/Foundation Field/Laboratory Tests	Use to record labor hours, equipment usage, and material costs to supply state furnished materials to a state road construction project with federal participation.
1879	State Furnished Materials	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).
1738	State Project - Specific Materials Inspection	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.
1434	Structural Metals Inspection-Non DOT	Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit.
2629	Supplies & Small Tools	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.
0152	Support Services	Use when providing technical assistance to an organization external to MnDOT.
1312	Tech Assist-Outside 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

<b>Source Code</b>	<b>Title</b>	<b>Description</b>
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). Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control.
2863	Traffic Signal Inspection	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.
1870	Traffic Signal 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.
2834	Waterway Maintenance	



320-845-4244  
P. O. Box 370  
Albany, Minnesota 56307

May 4, 2022

Honorable Governor Tim Walz  
75 Rev. Dr. Martin Luther King Jr. Blvd.  
St. Paul, MN 55155

Dear Governor Walz,

I am writing today on the behalf of cities and libraries across Minnesota regarding the Capital Projects Fund. My understanding is that Minnesota will be receiving a total of \$180M, with \$70M earmarked for broadband infrastructure. Regarding the undesignated \$110M, please consider designating a portion of this funding to Minnesota cities for updates to library infrastructure (including both renovation and construction projects) in response to public libraries' vital role in providing digital access to Minnesotans across the state.

Public libraries, and the cities responsible for their infrastructure, are worthy recipients of this funding. Public libraries in both rural and metro Minnesota are responsible for providing digital access to Minnesotans who cannot afford devices, computers, or connectivity for accessing broadband at home. Our local public library provides digital access, so that local residents can connect with experts to receive health check-ups, legal advice, partake in job interviews, and connect with other vital agencies and services. There are many reasons to support this effort, including the following:

- Border-to-border broadband serving all Minnesota households is important. But, until all Minnesotans have affordable, stable housing AND the finances to pay for an annual internet service subscription plus devices AND the skills to use this technology, border-to-border access does not mean access for all. Safe, welcoming public library facilities remain essential.
- Since 1994, the state legislature has appropriated only \$17.9M for library construction projects. This federal funding could make a huge difference for libraries in all corners of Minnesota.
- Over 40 libraries have been identified with an urgent need for repairs totaling over \$90M
- The average age of a Minnesota Public Library building is 52 years
- From 1994-2020, the Public Library Construction Grant program has secured approximately \$6.24 in local investment for every \$1 in state investment.

On behalf of myself and the entire city council, please support this effort to improve our libraries, so that we can continue to provide wide-spread digital access to the residents of Minnesota.

Sincerely,

Mayor Tom Kasner

**tschneider@ci.albany.mn.us**

---

**From:** Karen Pundsack <karenp@grrl.lib.mn.us>  
**Sent:** Thursday, April 28, 2022 2:57 PM  
**To:** Karen Pundsack  
**Subject:** Capital Projects Fund and public libraries  
**Attachments:** Capital Projects Fund Letter.docx; Capital Projects Fund.pdf

Hello,

As you may know, there are Federal Capital Projects funds to be allocated in Minnesota. Public libraries across the state are reaching out to city and county administrators to ask for your support to include library improvements with these funds. Would you be willing to submit a letter to the Governor's Office on behalf of public libraries for funding? According to federal program guidance, public libraries are eligible for Capital Projects Fund dollars for construction/renovation and facility projects, if the state is willing to include libraries as a priority.

I have attached a background document on the Capital Projects Fund and public libraries for your reference.

If you are willing to help us out with this effort, please copy and paste the attached letter into your city or county's letterhead and send it to both of the following addresses by May 20th:

TO: Governor Walz - [gov.contact@state.mn.us](mailto:gov.contact@state.mn.us)  
CC: State Library Services - [hannah.Buckland@state.mn.us](mailto:hannah.Buckland@state.mn.us)

If you have questions, feel free to reach out to me. I'd be happy to discuss how this fund would impact library service in our six-county region.

Sincerely,

**Karen Pundsack** | Executive Director  
Great River Regional Library | GRRL Headquarters  
1300 West St. Germain Street | St. Cloud, MN 56301  
320-650-2512 | [karenp@grrl.lib.mn.us](mailto:karenp@grrl.lib.mn.us)  
[griver.org](http://griver.org)

*Explore the opportunities at your library.*