# REQUEST FOR COUNCIL ACTION

Date: February 13, 2023 Item No.: 10.f

Department Approval

City Manager Approval

Item Description:

Adopt a Resolution Approving MnDOT Cooperative Construction Agreement

No. 1051804 – TH 36 & Fairview Avenue Ramps Improvement

#### 1 BACKGROUND

As part of the Minnesota Department of Transportation's (MnDOT) list of projects for next summer,

- 3 they will rebuild and realign the ramps at WB Hwy 36 and Fairview Avenue near the Rosedale Mall
- 4 in 2023. Reconstruction of the ramps will reduce traffic backups for motorists waiting to exit EB Hwy
- 36 to Fairview Avenue. Additionally, the signals at both ramps to the west entrance to Rosedale
- 6 Center will be replaced. This project also will help prevent potentially dangerous traffic backups on
- 7 EB Hwy 36 due to traffic exiting Hwy 36 onto Fairview Avenue during peak shopping times at the
- 8 Rosedale Mall.
- 9 The attached Cooperative Construction Agreement is an agreement between the City of Roseville,
- Ramsey County and MnDOT detailing the maintenance responsibilities and cost participation between
- the agencies for the final improvements.
- According to the agreement, the City of Roseville is responsible for 20% of the cost of the
- improvements for the north ramps and 50% of the costs for the Rosedale entrance. The cost split is
- determined by the amount of signal legs at the intersection. The City is also responsible for the
- ongoing electrical costs and lighting of the signal system at the Rosedale signal. Roseville currently
- pays for these electric expenses on the existing signal system. The overall energy costs should be
- lower as all of the new signal indications, as well as all the new lighting, will use LED technology.
- The project is scheduled for construction from June to August of 2023.

#### 19 **POLICY OBJECTIVE**

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- 20 It is City policy to keep City-owned infrastructure in good operating condition and to keep systems
- operating in a safe condition.

# 22 **BUDGET IMPLICATIONS**

- 23 The overall cost of the project is \$4,000,000. MnDOT is paying for the majority of the improvements.
- Ramsey County is paying for their portion on the signal improvements, which is \$814,124.65. The
- total estimated cost to the City, including an 8% add-on for construction engineering costs, is estimated
- at \$305,014.14. City staff recommends using Municipal State Aid funds to cover this cost, which we
- are allowed to spend on trunk highway projects.

# RACIAL EQUITY IMPACT SUMMARY

- 29 There should be no equity impacts associated with this project since it is an upgrade to infrastructure
- and should benefit everyone equally.

# STAFF RECOMMENDATION

32 Staff recommends the Council adopt the attached resolution approving MnDOT Cooperative

33 Construction Agreement No. 1051804.

# 34 REQUESTED COUNCIL ACTION

Motion to adopt the attached resolution approving MnDOT Cooperative Construction Agreement

36 No. 1051804.

Prepared by: Jesse Freihammer, Public Works Director

Attachments: A: Resolution

B: AgreementC: Location Map

# EXTRACT OF MINUTES OF MEETING OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE

\* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \*

1 2 3	Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 13 <sup>th</sup> day of February, 2023, at 6:00 p.m.
4	The following members were present: ; and the following were absent: .
5	Councilmember introduced the following resolution and moved its adoption:
6	RESOLUTION No.
7	RESOLUTION APPROVING MnDOT AGREEMENT NO. 1051804
8 9 10	WHEREAS, the Minnesota Department of Transportation is reconstructing the traffic control signal and associated work upon, along, and adjacent to TH 36 ramps at Fairview Avenue within Roseville Corporate City limits under State Project No. 6212-181; and
11 12	WHEREAS, elements of this project impact City of Roseville infrastructure and construct new components of City infrastructure; and
13 14	WHEREAS, the project will be funded with City of Roseville, Ramsey County and State funds; and
15 16 17	WHEREAS, it is necessary to enter into an agreement to provide for payment by the City to the State of the City's share of the project costs and long-term maintenance responsibilities of all parties on State Project No. 6212-181.
18 19 20	NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Roseville enter into MnDOT Agreement No. 1051804 with the State of Minnesota, Department of Transportation.
21 22 23 24	To provide for payment by the City to the State of the City's share of the costs of the signal system construction and other associated construction to be performed upon, along, and adjacent to TH 36 ramps at Fairview Avenue within the corporate City limits under State Project No. 6212-181.
25 26	AND BE IT FURTHER RESOLVED, that the Mayor and the City Manager are authorized to execute the Agreement and any amendments to the Agreement.
27 28 29	The motion for the adoption of the foregoing resolution was duly seconded by Councilmember and upon vote being taken thereon, the following voted in favor thereof: ; and the following voted against the same: .

30 WHEREUPON said resolution was declared duly passed and adopted.

STATE OF MINNESOTA	)
	) ss
COUNTY OF RAMSEY	)

I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 13<sup>th</sup> day of February, 2023, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 13th day of February, 2023.

Patrick Trudgeon, City Manager

(SEAL)

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND

CITY OF ROSEVILLE

**AND** 

RAMSEY COUNTY
COOPERATIVE CONSTRUCTION
AGREEMENT

**State Project Number (SP):** 6212-181 **City Estimated Amount Receivable Trunk Highway Number (TH):** 36=118 \$305,014.14 **State Aid Project Number (SAP):** 062-648-023 **State Aid Project Number (SAP):** 160-020-047 **County Estimated Amount Receivable City Project Number (CP):** 23-40 \$814,124.65 **Federal Project Number (FP):** NHPP 0036(318) Signal System "A" ID: 4341684 Signal System "B" ID: 4341683 Signal System "C" ID: 4029787

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation (State), the City of Roseville, acting through its City Council (City), and Ramsey County, acting through its Board of Commissioners (County).

#### Recitals

- 1. The State will perform grading, bituminous surfacing, cast in place retaining wall, ADA improvements, signals, lighting, TMS, Bridge No. 62029, and Bridge No. 62030 construction and other associated construction upon, along, and adjacent to Trunk Highway No. 36 from Trunk Highway No. 35W to Snelling Avenue and County State Aid Highway (CSAH) No. 48 (Fairview Avenue) at Trunk Highway No. 36 according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 6212-181 (TH 36=118) (Project); and
- 2. The City wishes to participate in the costs of the signal system construction, State Furnished Materials, and associated construction engineering; and
- 3. The County wishes to participate in the costs of the storm sewer, sidewalk, signal system construction, State Furnished Materials, and associated construction engineering; and
- 4. State Furnished Materials cost for this Project are based on State Project No. 6212-181(EP) early procurement contract unit prices and current State rates. The State will collect the City and the County cost share for the State Furnished Materials through this Agreement; and
- 5. The City and the County will own and be responsible for Signal System "C" with no responsibility or cost to the State; and
- 6. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and

7. Minnesota Statutes § 161.20, subdivision 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.

#### Agreement

#### 1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- **1.1.** *Effective Date.* This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. Expiration Date. This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. Survival of Terms. All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 4. Maintenance by the County; 12. Liability; Worker Compensation Claims; 14. State Audits; 15. Government Data Practices; 17. Governing Law; Jurisdiction; Venue; and 19. Force Majeure. The terms and conditions set forth in Article 5. Signal Systems and EVP Systems Operation and Maintenance will survive the expiration of this Agreement but may be terminated by another Agreement between the parties.
- **1.4.** *Plans, Specifications, and Special Provisions.* Plans, specifications, and special provisions designated by the State as State Project No. 6212-181 (TH 36=118) are on file in the office of the Commissioner of Transportation at Saint Paul, Minnesota, and incorporated into this Agreement by reference (Project Plans).
- **1.5.** *Exhibits.* The Preliminary Schedule "I" is on file in the office of the City Assistant Public Works Director, in the office of the County Deputy Director, and attached and incorporated into this Agreement. Exhibit "A" Future Release of Right-of-Way is attached and incorporated into this Agreement.

# 2. Construction by the State

**2.1.** *Contract Award.* The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

# 2.2. Direction, Supervision, and Inspection of Construction

- **A. Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
- **B.** *Inspection by the City and the County.* The City and the County participation construction covered under this Agreement will be open to inspection by the City and the County. If the City or the County believes the City or the County participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City or the County will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City or the County are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City and the County participation construction covered under this Agreement.

# 2.3. Plan Changes, Additional Construction, Etc.

**A.** The State will make changes in the Project Plans and contract construction, which may include the City and the County participation construction covered under this Agreement and will enter into any

necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate City and County officials of any proposed addenda and change orders to the construction contract that will affect the City and the County participation construction covered under this Agreement.

- **B.** The City or the County may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the Project, the State will cause the additional work or plan changes to be made.
- **2.4.** Satisfactory Completion of Contract. The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.
- **2.5.** *Utility Permits.* The City and the County will submit to the State's Utility Engineer an original permit application for all utilities owned by the City and the County, respectively, to be constructed hereunder that are upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application for Utility Permit on Trunk Highway Right-of-Way" (Form 2525).
- 2.6. Replacement of Castings. Adjustments to certain City and County-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City and the County will furnish the contractor with new units and/or parts for those in place City and County-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

# 3. Maintenance by the City

Upon completion of the Project, the City will provide the following without cost or expense to the State:

- **3.1.** *Sidewalks.* Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross-street pedestrian crosswalk markings, vegetation control of boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
  - The State will maintain crosswalk markings on the trunk highway at ramps which intersect with City or County roads.
- **3.2.** *CSAH 48 (Fairview Avenue) Trail.* Maintenance of the trail along CSAH 48 (Fairview Avenue) and under Bridge No. 62029 and No. 62030 construction. Maintenance includes, but is not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, pavement replacement, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the trail in a safe and usable condition.
- **3.3. Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the owner of the storm sewer facilities.

# 4. Maintenance by the County

Upon completion of the Project, the County will provide the following without cost or expense to the State:

**4.1.** *Roadways.* Maintenance of CSAH 48 (Fairview Avenue). Maintenance includes, but is not limited to, snow, ice and debris removal, resurfacing, seal coating, and any other maintenance activities according to accepted County maintenance practices.

- **4.2. Storm Sewers.** Routine maintenance of any storm sewer facilities construction. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation, and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.
- **4.3. Retaining Walls.** Maintenance of any retaining wall construction. Maintenance includes graffiti removal and any other maintenance activities necessary to perpetuate the walls in a safe, usable, and aesthetically acceptable condition.
- **4.4. Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the owner of the storm sewer facilities.
- **4.5.** Release and Conveyance of Roadways. Upon completion of the Project construction including CSAH 48 (Fairview Avenue) construction, and through a future turnback agreement between the State and the County, the State will serve upon the County a "Notice of Release" placing roadway and right-of-way portions, and as shown in Exhibit "A" Future Release of Right-of-Way, under the jurisdiction of the County; and subsequent thereto, after all required documents have been prepared and processed, the State will convey to the County all right, title, and interest of the State in that roadway and right-of-way portions. Upon receipt of that "Notice of Release," the County will become the road authority responsible for the roadway and right-of-way portions so released.

# 5. Signal Systems and EVP Systems Operation and Maintenance

Operation and maintenance responsibilities will be as follows for Signal System "A" and EVP System on the TH 36 south ramp at CSAH 48 (Fairview Avenue), Signal System "B" and EVP System on the TH 36 north ramp at CSAH 48 (Fairview Avenue) and for the Interconnect on CSAH 48 from the TH 36 south ramp to the TH 36 north ramp.

# 5.1. City and County Responsibilities.

- **A.** County Power Responsibilities for Signal System "A" and "B". The County will be responsible for the hook-up cost and application to secure an adequate power supply to the service pads or poles and will pay all monthly electrical service expenses necessary to operate the Signal Systems, EVP Systems, and Interconnect.
- **B.** County Minor Maintenance for Signal System "A" and "B". The County will provide for the following, without cost to the State.
  - i. Maintain the signal pole mounted LED luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.

**ii.** Replace the Signal System(s) LED indications. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or fails or no longer meets Institute of Traffic Engineers (ITE) standards for light output.

- iii. Clean the Signal Systems controller cabinet and service cabinet exteriors.
- iv. Clean the Signal Systems and luminaire mast arm extensions.
- v. Paint and maintain the cross-street pedestrian crosswalk markings.
- 5.2. State Responsibilities Signal System "A" and "B".
  - **A.** *Interconnect; Timing; Other Maintenance.* The State will maintain the Interconnect and signing, and perform all other Signal System, APS, and signal pole luminaire circuit maintenance without cost to the City or the County. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.
  - **B.** *EVP Systems Operation.* The EVP Systems will be installed, operated, maintained, and removed according to the following conditions and requirements:
    - i. All maintenance of the EVP Systems must be done by State forces.
    - **ii.** Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. The City and the County will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.
    - iii. Malfunction of the EVP Systems must be reported to the State immediately.
    - iv. In the event the EVP Systems or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after the City and the County receives written notice from the State, the State may remove the EVP Systems. Upon removal of the EVP Systems pursuant to this Paragraph, all of its parts and components become the property of the State.
    - v. All timing of the EVP Systems will be determined by the State.
- **5.3.** *Right-of-Way Access.* Each party authorizes the other party to enter upon their respective public right-of-way to perform the maintenance activities described in this Agreement.
- **5.4.** *Related Agreements.* This Agreement will supersede and terminate the signal system operation and maintenance terms of Agreement No. 62842, dated October 9, 1985, between the parties for the intersection of the TH 36 north and south ramps at CSAH 48 (Fairview Avenue).

# 6. Basis of City Cost

- **6.1. Schedule "I".** The Preliminary Schedule "I" includes anticipated City participation construction items, State Furnished Materials lump sum amounts, and the construction engineering cost share covered under this Agreement and is based on engineer's estimated unit prices.
- **6.2.** *City Participation Construction.* The City will participate in the following at the percentages indicated. The construction includes the City's proportionate share of item costs for Mobilization, Field Office, and Traffic Control.
  - **A.** 20 Percent will be the City's rate of cost participation in all of the Signal System "B" and associated construction. The construction is included in the City's 100% cost participation under SAP 160-020-047 and is tabulated on Sheet No. 2 of the Preliminary Schedule "I".

**B.** 50 Percent will be the City's rate of cost participation in all of the Signal System "C" and associated construction. The construction is included in the City's 100% cost participation and is tabulated on Sheet No. 2 of the Preliminary Schedule "I".

- 6.3. State Furnished Materials. The State, through early procurement Contract No. 220133, purchased Mast Arms and associated materials. The State will provide ATC Cabinet 350s, Gridsmart Cameras, PTZ Cameras, and Fiber (State Furnished Materials), for Signal System "B" and "C", according to the SP 6212-181(EP) Project Plans and SP 6212-181 Project Plans to operate the traffic control signal systems covered under this Agreement. The City's lump sum share for State Furnished Materials is \$109,191.57. The City's cost share for State Furnished Materials will be added to the City's total construction cost share as shown in the Schedule "I".
- **6.4.** *Construction Engineering Costs.* The City will pay a construction engineering charge equal to 8 percent of the total City participation construction covered under this Agreement.
- **6.5.** *Plan Changes, Additional Construction, Etc.* The City will share in the costs of construction contract addenda and change orders that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.
  - The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.
- **6.6.** Liquidated Damages. All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

# 7. City Cost and Payment by the City

- 7.1. City Cost. \$305,014.14 is the City's estimated share of the costs of the contract construction, State Furnished Materials, and the construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using anticipated construction items and estimated quantities and unit prices and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.
- **7.2.** Conditions of Payment. The City will pay the State the City's total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I", after the following conditions have been met:
  - A. Execution of this Agreement and transmittal to the City, including a copy of the Revised Schedule "I".
  - **B.** The City's receipt of a written request from the State for the advancement of funds.
- **7.3.** Acceptance of the City's Cost and Completed Construction. The computation by the State of the amount due from the City will be final, binding, and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the City as to the satisfactory completion of the contract construction.
- **7.4.** Final Payment by the City. Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to the City. The Final Schedule "I" will be based on final quantities and include all City participation construction

items and the construction engineering cost share covered under this Agreement. If the final cost of the City participation construction exceeds the amount of funds advanced by the City, the City will pay the difference to the State without interest. If the final cost of the City participation construction is less than the amount of funds advanced by the City, the State will refund the difference to the City without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

# 8. Basis of County Cost

- **8.1.** *Schedule "I".* The Preliminary Schedule "I" includes anticipated County participation construction items, State Furnished Materials lump sum amounts, and the construction engineering cost share covered under this Agreement and is based on engineer's estimated unit prices.
- **8.2.** County Participation Construction. The County will participate in the following at the percentages indicated. The construction includes the County's proportionate share of item costs for Mobilization, Field Office, Field Laboratory and Traffic Control.
  - **A.** 50% Percent will be the County's rate of cost participation in all of the Signal System "A" and associated construction. The construction is included in the County's 100% cost participation described in Article 8.2.D of this Agreement and is tabulated on Sheet No. 4 of the Preliminary Schedule "I".
  - **B.** 40% Percent will be the County's rate of cost participation in all of the Signal System "B" and associated construction. The construction is included in the County's 100% cost participation described in Article 8.2.D of this Agreement and is tabulated on Sheet No. 4 of the Preliminary Schedule "I".
  - **C.** 50% Percent will be the County's rate of cost participation in all of the Signal System "C" and associated construction. The construction is included in the County's 100% cost participation described in Article 8.2.D of this Agreement and is tabulated on Sheet No. 4 of the Preliminary Schedule "I".
  - **D.** 100 Percent will be the County's rate of cost participation in all of the SAP 062-648-023 construction included, but is not limited to, those construction items tabulated on Sheet No. 4 of the Preliminary Schedule "I".
- **8.3. State Furnished Materials.** The State, through early procurement Contract No. 220133, purchased Mast Arms and associated materials. The State will provide ATC Cabinet 350s, an Iteris System, Gridsmart Cameras, PTZ Cameras, and Fiber (State Furnished Materials), for Signal System "A", "B", and "C", according to the SP 6212-181(EP) Project Plans and SP 6212-181 Project Plans to operate the traffic control signal systems covered under this Agreement. The City's lump sum share for State Furnished Materials is **\$255,321.68**. The City's cost share for State Furnished Materials will be added to the City's total construction cost share as shown in the Schedule "I".
- **8.4.** *Construction Engineering Costs.* The County will pay a construction engineering charge equal to 8 percent of the total County participation construction covered under this Agreement.
- **8.5.** *Plan Changes, Additional Construction, Etc.* The County will share in the costs of construction contract addenda and change orders that are necessary to complete the County participation construction covered under this Agreement, including any County requested additional work and plan changes.
  - The State reserves the right to invoice the County for the cost of any additional County requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.

**8.6.** Liquidated Damages. All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

# 9. County Cost and Payment by the County

- 9.1. County Cost. \$814,124.65 is the County's estimated share of the costs of the contract construction, State Furnished Materials, and the construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using anticipated construction items and estimated quantities and unit prices and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.
- **9.2.** *Conditions of Payment.* The County will pay the State the County's total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I", after the following conditions have been met:
  - **A.** Execution of this Agreement and transmittal to the County, including a copy of the Revised Schedule "I".
  - **B.** The County's receipt of a written request from the State for the advancement of funds.
- **9.3.** Acceptance of the County's Cost and Completed Construction. The computation by the State of the amount due from the County will be final, binding, and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the County as to the satisfactory completion of the contract construction.
- 9.4. Final Payment by the County. Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to the County. The Final Schedule "I" will be based on final quantities and include all County participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the County participation construction exceeds the amount of funds advanced by the County, the County will pay the difference to the State without interest. If the final cost of the County participation construction is less than the amount of funds advanced by the County, the State will refund the difference to the County without interest.

The State and the County waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

# 10. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

**10.1.** The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor) Address: 395 John Ireland Boulevard, Mailstop 682, Saint Paul, MN 55155

Telephone: (651) 366-4634

Email: malaki.ruranika@state.mn.us

10.2. The City's Authorized Representative will be:

Name, Title: Jesse Freihammer, Assistant Public Works Director (or successor)

Address: 2660 Civic Center Drive, Roseville, MN 55113

Telephone: (651) 792-7042

Email: jesse.freihammer@cityofroseville.com

10.3. The County's Authorized Representative will be:

Name, Title: John Mazzitello, Deputy Director (or successor)
Address: 1425 Paul Kirkwold Drive, Arden Hills, MN 55112

Telephone: (651) 266-7105

Email: john.mazzitello@co.ramsey.mn.us

# 11. Assignment; Amendments; Waiver; Contract Complete

- **11.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. The foregoing does not prohibit the City or the County from contracting with a third-party to perform City or County maintenance responsibilities covered under this Agreement.
- **11.2.** Amendments. Any amendment to this Agreement 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 Agreement, or their successors in office.
- **11.3.** *Waiver.* If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- **11.4.** *Contract Complete.* This Agreement contains all prior negotiations and agreements between the State, the City, and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

#### 12. Liability; Worker Compensation Claims

- **12.1.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City and the County.
- **12.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

#### 13. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

#### 14. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's and the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

#### 15. Government Data Practices

The City, County, and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City and the County under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City, the County, or the State.

#### 16. Telecommunications Certification

By signing this Agreement, the City and the County certify that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (August 13, 2018), and 2 CFR 200.216, the City and the County will not use funding covered by this Agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The City and the County will include this certification as a flow down clause in any contract related to this Agreement.

#### 17. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

# 18. Termination; Suspension

- 18.1. By Mutual Agreement. This Agreement may be terminated by mutual agreement of the parties.
- **18.2.** *Termination for Insufficient Funding.* The State may immediately terminate this Agreement 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 performance of contract construction under the Project. Termination must be by written or fax notice to the City and the County.
- **18.3.** *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, and performance of work authorized through this Agreement.

#### 19. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance) if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

(The remainder of this page has been intentionally left blank.)

MnDOT Contract No.:	1051804
City Contract No.:	2023-B

# **CITY OF ROSEVILLE**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

Ву:		
Title:		
Date:		
Ву:		
Title:		
Date:		

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

MnDOT Contract No.: _	1051804
City Contract No.:	2023-B

**DEPARTMENT OF TRANSPORTATION** 

# **RAMSEY COUNTY**

The undersigned certify that they have lawfully Recommended for Approval: executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances. By: \_\_\_\_\_\_(District Engineer) By: \_\_\_\_\_ Title: Ramsey County Manager Approved: Date: (State Design Engineer) Date: \_\_\_\_\_ Title: Ramsey County Engineer **COMMISSIONER OF ADMINISTRATION** Date: \_\_\_\_\_ Approved to as form: (With Delegated Authority) By: \_\_\_\_\_

INCLUDE COPY OF THE COUNTY TIP APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

# PRELIMINARY SCHEDULE "I"

# Agreement No. 1051804

# **City of Roseville and Ramsey County**

City of Roseville and Ramsey County		
SP 6212-181 (36=118)	Pre	eliminary: February 7, 2023
SAP 062-648-023		
SAP 160-020-047		
CP 23-40		
FP NHPP 0036(318)		
Grading, bituminous surfacing, cast in place retaining wall, ADA improvements, signals, lighting, TMS, Bridge No. 62029, and	d	
No. 62030 construction to start approximately June 2022 under		
State Contract No with		
located on Trunk Highway No. 36 from Trunk Highway No. 35W to Snelling Avenue		
located on County State Aid Highway No. 48 (Fairview Avenue) at Trunk Highway No. 36		
CITY COST PARTICIPATION		
SAP 160-020-047 Work Items From Sheet No. 2	45,556.00	
City Funded Work Items From Sheet No. 2	127,672.93	
(1) State Furnished Materials (Signal System "B" and "C")	109,191.57	
Subtotal (Construction Costs + State Furnished Materials)	\$282,420.50	
Construction Engineering 8%	\$22,593.64	
(2) Total City Cost	\$305,014.14	
COUNTY COST PARTICIPATION		
SAP 062-648-023 Work Items From Sheet No. 2	498,497.44	
(1) State Furnished Materials (Signal System "A", "B", and "C")	\$255,321.68	
Subtotal (Construction Costs + State Furnished Materials)	\$753,819.12	
Construction Engineering 8%	\$60,305.53	
(3) Total County Cost	\$814,124.65	
(1) State Furnished Materials costs are based on SP 6212-181(EP) Early Procurement Contract No.		
(2) Amount of advance payment by the City as described in Article 7 of the Agreement (estimated a		
(3) Amount of advance payment by the County as described in Article 9 of the Agreement (estimate	ed amount)	

ITEM	SAP 160-020-047	UNIT	QUANTITY	UNIT PRICE	COST
NUMBER	WORK ITEM				(1)
2021.501	MOBILIZATION	LUMP SUM	0.01	225,000.00	2,250.00
2031.502	FIELD OFFICE	EACH	0.01	40,000.00	400.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.01	93,000.00	930.00
2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM B	LUMP SUM	0.20	11,020.00	2,204.00
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM B	SYSTEM	0.20	198,860.00	39,772.00
				TOTAL	\$45,556.00
	(1) 100% CITY COST	\$45,556.00			

(2) 100% CITY (CITY FUNDS)

ITEM	CITY FUNDS	UNIT	QUANTITY	UNIT PRICE	COST
NUMBER	WORK ITEM				(2)
2021.501	MOBILIZATION	LUMP SUM	0.03	225,000.00	6,750.00
2031.502	FIELD OFFICE	EACH	0.03	40,000.00	1,200.00
2104.601	HAUL SALVAGED MATERIAL	LUMP SUM	0.50	2,294.69	1,147.35
2506.502	ADJUST FRAME AND RING CASTING	EACH	1.00	2,330.08	2,330.08
2563.601	TRAFFIC CONTROL	LUMP SUM	0.03	93,000.00	2,790.00
2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM C	LUMP SUM	0.50	9,692.00	4,846.00
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM C	SYSTEM	0.50	217,219.00	108,609.50
				TOTAL	\$127,672.93
	(2) 100% CITY COST	\$127,672.93			
			_		

ITEM	SAP 062-648-023	UNIT	QUANTITY	UNIT PRICE	COST
NUMBER	WORK ITEM				(3)
2021.501	MOBILIZATION	LUMP SUM	0.11	225,000.00	24,750.00
2031.502	FIELD OFFICE	EACH	0.11	40,000.00	4,400.00
2101.502	CLEARING	EACH	1.00	227.02	227.02
2101.502	GRUBBING	EACH	1.00	188.07	188.07
2104.502	REMOVE CASTING	EACH	2.00	185.21	370.42
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	558.00	1.53	853.74
2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	32.00	18.13	580.16
2104.503	REMOVE CURB AND GUTTER	LIN FT	389.00	4.67	1,816.63
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	684.00	5.20	3,556.80
2104.518	REMOVE CONCRETE WALK	SQ FT	2,122.00	1.32	2,801.04
2104.601	HAUL SALVAGED MATERIAL	LUMP SUM	0.50	2,294.69	1,147.35
2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	130.00	34.23	4,449.90
2232.618	MILL AND PATCH BITUMINOUS PAVEMENT	SQ FT	2,436.00	7.75	18,879.00
2331.603	JOINT ADHESIVE	LIN FT	217.00	0.42	91.14
2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (4,B)	TON	90.00	68.00	6,120.00
2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (4,C)	TON	120.00	96.24	11,548.80
2503.503	12" RC PIPE SEWER DESIGN 3006	LIN FT	48.00	71.61	3,437.28
2503.503	15" RC PIPE SEWER DESIGN 3006	LIN FT	26.00	69.58	1,809.08
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	7.00	1,110.80	7,775.60
2503.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	1.00	1,344.06	1,344.06
2503.603	LINING SEWER PIPE 12"	LIN FT	134.00	117.63	15,762.42
2503.603	LINING SEWER PIPE 24"	LIN FT	17.00	105.80	1,798.60
2506.502	CASTING ASSEMBLY	EACH	13.00	855.33	11,119.29
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	14.00	587.00	8,218.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-60	LIN FT	4.00	1,018.99	4,075.96
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	18.00	584.15	10,514.70
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	LIN FT	7.00	724.52	5,071.64
2521.518	6" CONCRETE WALK	SQ FT	1,504.00	10.32	15,521.28
2521.602	DRILL AND GROUT REINFORCEMENT BAR (EPOXY COATED)	EACH	180.00	13.02	2,343.60
2521.618	CONCRETE CURB RAMP WALK	SQ FT	712.00	11.75	8,366.00
2531.603	CONCRETE CURB AND GUTTER	LIN FT	600.00	33.06	19,836.00
2531.618	TRUNCATED DOMES	SQ FT	136.00	51.77	7,040.72
2563.601	TRAFFIC CONTROL	LUMP SUM	0.11	93,000.00	10,230.00
2563.601	ALTERNATE PEDESTRIAN ROUTE	LUMP SUM	0.20	13,439.01	2,687.80

ITEM	SAP 062-648-023	UNIT	QUANTITY	UNIT PRICE	COST
NUMBER	WORK ITEM				(3)
2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM A	LUMP SUM	0.50	8,504.00	4,252.00
2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM B	LUMP SUM	0.40	11,020.00	4,408.00
2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM C	LUMP SUM	0.50	9,692.00	4,846.00
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM A	SYSTEM	0.50	131,642.00	65,821.00
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM B	SYSTEM	0.40	198,860.00	79,544.00
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM C	SYSTEM	0.50	217,219.00	108,609.50
2572.503	TEMPORARY FENCE	LIN FT	89.00	3.05	271.45
2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	0.10	9,000.00	900.00
2573.502	STORM DRAIN INLET PROTECTION	EACH	9.00	184.29	1,658.61
2574.505	SUBSOILING	ACRE	0.10	252.39	25.24
2574.505	SOIL BED PREPARATION	ACRE	0.10	150.48	15.05
2574.508	FERTILIZER TYPE 3	POUND	10.00	0.62	6.20
2575.504	ROLLED EROSION PREVENTION CATEGORY 20	SQ YD	139.00	1.40	194.60
2575.505	SEEDING	ACRE	0.10	186.46	18.65
2575.505	WEED SPRAYING	ACRE	0.10	269.50	26.95
2575.506	WEED SPRAY MIXTURE	GALLON	0.10	91.00	9.10
2575.508	SEED MIXTURE 25-131	POUND	6.00	3.69	22.14
2582.503	6" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LIN FT	100.00	0.73	73.00
2582.503	6" SOLID LINE PREFORM TAPE GROUND IN (WR)	LIN FT	65.00	10.00	650.00
2582.503	10" SOLID LINE PREFORM TAPE GROUND IN (WR)	LIN FT	163.00	11.00	1,793.00
2582.503	24" SOLID LINE PREFORM TAPE GROUND IN (WR)	LIN FT	40.00	24.65	986.00
2582.518	PAVEMENT MESSAGE PREFORM THERMO IN ENHANCED SKID RESISTANCE	SQ FT	62.00	29.83	1,849.46
2582.518	CROSSWALK PREFORM THERMO GROUND IN ENHANCED SKID RESISTANCE	SQ FT	270.00	14.02	3,785.40
				TOTAL	\$498,497.44
		1			
	(3) 100% COUNTY COST	\$498,497.44			

ITEM		UNIT	QUANTITY	UNIT PRICE	COST
NUMBER	STATE FURNISHED MATERIALS				(4)
2565.601	EARLY PROCUREMENT TRAFFIC CONTROL SIGNAL SYSTEM MATERIAL A	LUMP SUM	1.00	126,625.00	126,625.00
	ATC CABINET 350	LUMP SUM	1.00	39,425.64	39,425.64
	ITERIS SYSTEM	LUMP SUM	1.00	23,166.12	23,166.12
	PTZ CAMERA	LUMP SUM	1.00	4,740.74	4,740.74
	FIBER	LUMP SUM	1.00	919.57	919.57
					01010=0=
				TOTAL	\$194,877.07
	50% STATE COST	\$97,438.54			
	50% COUNTY COST	\$97,438.54			
		\$ 7,1000.			
2565.601	EARLY PROCUREMENT TRAFFIC CONTROL SIGNAL SYSTEM MATERIAL B	LUMP SUM	1.00	170,000.00	170,000.00
	ATC CABINET 350	LUMP SUM	1.00	39,425.64	39,425.64
	GRIDSMART (INCLUDES ONE CAMERA)	LUMP SUM	1.00	22,633.64	22,633.64
	ADDITIONAL GRIDSMART CAMERA	LUMP SUM	1.00	5,738.28	5,738.28
	PTZ CAMERA	LUMP SUM	1.00	4,740.74	4,740.74
	FIBER	LUMP SUM	1.00	919.57	919.57
				TOTAL	\$243,457.87
	400 / GT / TT GO GT	<b>*************</b>			
	40% STATE COST	\$97,383.15			
	20% CITY COST	\$48,691.57			
	40% COUNTY COST	\$97,383.15			
2565.601	EARLY PROCUREMENT TRAFFIC CONTROL SIGNAL SYSTEM MATERIAL C	LUMP SUM	1.00	121,000.00	121,000.00
2303.001	EARLT PROCUREMENT TRAFFIC CONTROL SIGNAL STSTEM MATERIAL C	LUMIF SUM	1.00	121,000.00	121,000.00
				TOTAL	\$121,000.00
				101112	ψ1 <b>2</b> 1,000.00
	50% CITY COST	\$60,500.00			
	50% COUNTY COST	\$60,500.00			
	TOTAL CITY COST FOR STATE FURNISHED MATERIALS	\$109,191.57			
	TOTAL COUNTY COST FOR STATE FURNISHED MATERIALS	\$255,321.68			



EXHIBIT "A" - FUTURE RELEASE OF RIGHT OF WAY

# **CITY OF ROSEVILLE**

# **RESOLUTION**

IT IS RESOLVED that the City of Roseville enter into MnDOT Agreement No. 1051804 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the signal system construction, State Furnished Materials, and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 36 from Trunk Highway No. 35W to Snelling Avenue and County State Aid Highway (CSAH) No. 48 (Fairview Avenue) at Trunk Highway No. 36 within the corporate City limits under State Project No. 6212-181 (TH 36=118).

IT IS FURTHER RESOLVED that the Mayor and the						
CERTI	FICATION					
I certify that the above Resolution is an accurate copy of Roseville at an authorized meeting held on the, 2023, as shown by the minute	day of					
Subscribed and sworn to me this day of, 2023	(Signature)					
Notary Public	(Type or Print Name)					
My Commission Expires	(Title)					



# Board of Commissioners Resolution

B2021-040

15 West Kellogg Blvd. Saint Paul, MN 55102 651-266-9200

Sponsor: Public Works Meeting Date: 2/16/2021

Title: 2021 - 2025 Transportation Improvement Program File Number: 2021-037

# Background and Rationale:

In order to qualify for state and federal funding and to proceed with construction projects, the Ramsey County Board of Commissioners must approve the Public Works 5-year Transportation Improvement Program (TIP). The TIP is a planning document and funding estimates identified in the TIP are reflected in the County's Capital Improvements Program Budget. Similar programs have been developed each year since 1988.

The Public Works Department, annually, prepares the TIP using a collaborative process whereby the County solicits projects and input from area municipalities. Project inclusion in the TIP is based on a cooperative dialogue with municipal and state partners, along with technical analysis and consideration of funding opportunities. While funding limits will continue to challenge program delivery, communication and engagement with municipal partners ensures local needs and priorities are examined and addressed to the extent possible.

Projects included in the TIP are also looked at through the lens of the Ramsey County All Abilities Transportation Network (AATN) policy, which prioritizes the most vulnerable users (i.e. pedestrians, bicyclists, people with disabilities) first.

The design, construction and right of way costs identified in the TIP are estimates based on best practices in the industry. The funding landscape for transportation projects can be volatile and the ultimate delivery of the TIP is dependent on future funding levels. Partnering on projects with area communities, bordering counties, the Minnesota Department of Transportation and other state agencies will continue to be a critical way for Ramsey County to get the most from our available funds.

## Recommendation:

The Ramsey County Board of Commissioners resolved to:

- 1. Adopt the 2021-2025 Public Works Transportation Improvement Program (TIP).
- 2. Authorize the County Engineer to prepare plans and agreements for all projects identified in the TIP, and to issue solicitations in accordance with County policies and procedures and the Minnesota Department of Transportation's list of "Pre-Qualified Vendors by Work Type".
- Authorize the County Engineer to execute Right of Way Plats and Certificate of Surveys for Highway projects that require the determination of existing right of way for the delineation and /or acquisition of property, for planning studies or disposition of excess County property.
- 4. Authorize the County Manager to enter into contracts and agreements, and execute change orders and amendments to contracts, supplemental agreements, and agreements related to the expenditure of TIP Project Funds utilizing County State Aid, Federal, and participating funding associated with the construction of the approved projects in the 2021-2025 or a previously approved TIP in accordance with the County's procurement policies and procedures.
- 5. Authorize the County Engineer and County Attorney to acquire temporary easements, permanent easements, fee title, and enter into Limited Use Permits with the State of Minnesota for projects in the 2021-2025 TIP, or previously approved TIP, by negotiation or condemnation.
- 6. Authorize the County Engineer to approve negotiated settlements for up to \$100,000 over the County's appraised value per parcel for temporary and permanent easements and fee title.
- 7. Authorize the County Manager to approve and execute purchase agreements, settlements, closing documents, Limited Use Permits, and other related real estate documentation associated with County Board approved acquisitions of real property.
- Authorize the County Manager to approve and execute cooperative agreements and
  maintenance agreements with cities, counties, the State, and other governmental agencies for
  their participation in projects listed in the 2021-2025 Public Works TIP or previously approved
  TIP.
- 9. Authorize temporary cash loans from the County General Fund to the Road and Bridge Capital Improvement Program fund and the Wheelage Tax fund for costs of projects listed in the 2021-2025 Public Works Transportation Program, or previously approved TIP, and for maintenance project expenditures occurring before bond or wheelage tax proceeds are received pending receipt of Federal, County State Aid Highway, State, participating funds.

A motion to approve was made by Commissioner McGuire, seconded by Commissioner MatasCastillo.

Motion passed.

Aye: - 7: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

By: Janet Guthrie

