

TO: Mayor and City Council

FROM: Jed Petersen, Public Works Director

SUBJECT: MnDOT HWY 20 Mill and Overlay Agreement

MEETING DATE: Tuesday, February 18, 2025

BACKGROUND

The City of Cannon Falls will enter into an Agency Adjustment Agreement (Agreement No. 1058480) with the Minnesota Department of Transportation (MnDOT) to facilitate infrastructure improvements related to State Project No. 2504-18. This project, which affects Trunk Highway 20, extends from River Road within the City of Cannon Falls to 280th Street in Cannon Falls Township.

Scope of Work:

The project involves necessary adjustments to the City's sanitary sewer and watermain facilities, including fixtures and related equipment. Given that these facilities are within the project area, modifications are required to ensure their proper function and alignment with the new construction plans. The total cost associated with this adjustment work is \$9,280.61.

Rationale for Agreement:

The City has requested that MnDOT incorporate the necessary utility adjustments within its overall construction contract. This approach provides several advantages, including:

- Eliminating duplication of work and associated costs.
- Enhancing coordination between utility work and road construction.
- Simplifying project supervision and oversight.
- Expediting the overall completion timeline.

Legal Considerations:

Pursuant to Minnesota Statutes, section 161.46, subdivision 5, MnDOT is authorized to act as an agent on behalf of the City for the design and construction of utility adjustments within the state highway system. This agreement formalizes the delineation of responsibilities between MnDOT and the City, ensuring compliance with state requirements.

REQUESTED PUBLIC WORKS/PARK BOARD ACTION

I respectfully request a motion of the Mayor and City Council to approve MnDOT Agreement No. 1058480

Prepared by the
Utility Agreements and Permits Unit
(Receivable)
(\$9,280.61)

S.P. 2504-18 (T.H. 20)
Location: from River Road in the City of
Cannon Falls to 280th Street in Cannon Falls
Township
Utility Owner: City of Cannon Falls
MnDOT Agreement Number 1058480

AGENCY ADJUSTMENT AGREEMENT

This Agreement Number 1058480 (Agreement) is between the State of Minnesota (State), acting through its Commissioner of Transportation and City of Cannon Falls, including its agents, contractors, and subcontractors (Utility Owner). This Agreement outlines the separate responsibilities of the State and the Utility Owner as part of a construction project.

RECITALS

The State plans to let a contract to construct State Project Number 2504-18 (Project) on Trunk Highway Number 20. The Project is located from River Road in the City of Cannon Falls to 280th Street in Cannon Falls Township.

The Utility Owner owns and operates sanitary sewers and watermains, their fixtures, and related equipment (Facilities) that are located on property where the State will construct the Project.

The Project will require the adjustment of the Utility Owner's Facilities. If the Utility Owner adjusted the Facilities or let a separate contract to adjust them, that adjustment work would interfere with the Project. The Utility Owner has requested that the State perform the adjustment work as part of the Project. Including the Utility Owner's adjustment work in the State's Construction contract may eliminate duplication of services, facilitate activity coordination, simplify supervision, and expedite Project construction.

Pursuant to Minnesota Statutes, section 161.46, subdivision 5, the Utility Owner appoints the State as its agent to design and construct the adjustment work as part of the Project and the State may relocate the Facilities as part of the Project on the trunk highway system.

State law requires a written agreement between the State and the Utility Owner that describes their separate responsibilities.

AGREEMENT

I. Term/Termination

- A. *Effective Date:* This Agreement is effective on the date the State obtains all signatures required by Minnesota Statutes, section 16C.05, subdivision 2.
- B. *Commencement of Work:* Upon notice of Agreement approval, the Utility Owner must promptly provide the State (and the State's Contractor (Contractor)) with any information necessary to commence and successfully prosecute the utility work according to the terms of the Notice and Order and a work schedule the State's Project Engineer (Project Engineer) approves.
- C. *Expiration Date:* This Agreement will expire on the date that all obligations, excluding the Utility Owner's ongoing maintenance obligations, have been satisfactorily fulfilled.
- D. *Termination by the State:* The State may terminate this Agreement at any time, with or without cause, on 30 calendar days' written notice to the Utility Owner. Upon termination, the State will be entitled to payment, on a pro rata basis, for satisfactorily performed services. The termination of this Agreement does not relieve the Utility Owner of its obligations under the Notice and Order.
- E. *Survival of Terms:* The following articles survive this Agreement's expiration or termination: (III) Utility Owner's Ongoing Maintenance Requirements; (V) Indemnification; and (VII) Governing Terms.

II. Description of Work Procedures

- A. *Plans:* The State will provide adjustment plans. These plans, which are attached to this Agreement as Exhibit A, indicate the present and proposed locations of the Facilities.
 - 1. If any changes to the plans or character of the work become necessary, the State and the Utility Owner must agree to the changes before the State makes (or directs the Contractor to make) them. If these changes require an amendment or supplement to this Agreement, the parties will negotiate such amendment or supplement in good faith, and the State is not obligated to commence such changes until such amendment or supplement is fully executed. The State will enter into such supplemental agreements with its Contractor as the State deems necessary to implement such changes.

2. The Utility Owner authorizes the Project Engineer to make any minor field changes and adjustments to the plans, specifications, and special provisions as the State deems necessary for efficient Project construction. The Utility Owner authorizes the State, on its behalf, to enter into supplemental agreements with the Contractor as necessary to implement these changes.

B. *State's Responsibilities*

1. The State will:
 - a. Advertise the Project for bids; and
 - b. Award a construction contract for the Project. This Project will include the adjustment work.
2. The Project Engineer will supervise and direct the Project, including the adjustment work, but the Utility Owner may inspect the work periodically. If the Utility Owner finds that any completed adjustment work is defective, it must inform the Project Engineer of these defects in writing; however, any recommendations the Utility Owner makes are not binding to the State. The State has the exclusive right to determine whether the Contractor has performed the work according to the plans, specifications, and special provisions.
3. The Project Engineer and the Utility Owner will perform a final inspection of the work. Once the State has accepted the adjustment work, the Project Engineer will inform the Utility Owner in writing, and the Utility Owner will assume ownership of the Facilities.

C. *Deletion of Work:* If the Utility Owner decides to delete the adjustment work from the Project, the Utility Owner will:

1. Pay the State the design engineering cost in Article IV.B.3;
2. Be subject to the Notice and Order and remove and/or relocate the Facilities; and
3. Defend (at its own expense and to the extent Minnesota's Attorney General permits) indemnify, save, and hold the State and all of its agents and employees harmless of and from all claims, demands, actions, or causes of action that deleting the adjustment work causes. This obligation to indemnify extends to any attorney's fees.

- D. *Risk*: Risk of loss of partial or complete adjustment work will be on the Contractor or the Utility Owner as the current *Standard Specifications for Construction* set forth.

III. Utility Owner's Ongoing Maintenance Requirements

- A. Once construction is complete, the Utility Owner must maintain the Facilities at its own expense. The Utility Owner must follow the terms of the Permit when it performs any maintenance work.
- B. The Utility Owner may open and disturb the trunk highway right of way without a permit in the case of an emergency that is dangerous to the public and requires immediate attention. Upon learning of the emergency, the Utility Owner must immediately notify the State Patrol. The Utility Owner must take all necessary and reasonable safety measures to protect the public and must cooperate fully with the State Patrol. In this event, the Utility Owner must request a permit from the proper authority no later than the working day after it begins working in the right of way.

IV. Payment

- A. The State will determine the cost of the adjustment on a contract-unit-price basis. The Utility Owner authorizes the State to pay the Contractor directly for the adjustment work. As Exhibit B shows, the estimated cost of the Utility Owner's adjustment work is \$9,280.61.
- B. The Utility Owner agrees to pay the State the total cost it incurs to relocate the Facilities. The total cost will include:
 - 1. The construction cost, which consists of all of the Contractor's bid item costs to satisfactorily relocate the Facilities according to the plans, specifications, and special provisions;
 - 2. The construction engineering cost, which is equal to 8 percent of the construction cost; and
 - 3. The design engineering cost, which is equal to 3 percent of the construction cost.
- C. After acceptance of the bids, the State will notify the Utility Owner of the total cost by providing a written cost schedule.
 - 1. The Utility Owner must accept or reject the total cost no more than 10 calendar days after receiving the cost schedule. If the Utility Owner does not provide

this notification after 10 days, the State will consider the lack of response to be the Utility Owner's acceptance of the total cost and the State will proceed with the work.

2. If the Utility Owner chooses to delete its work from the State's contract, it must still pay the State the design engineering cost specified in Article IV.B.3. The Utility Owner will be obligated to remove or relocate its Facilities according to the terms of the Notice and Order.
- D. The State will issue the Utility Owner an invoice for the amount specified in the cost schedule. Pursuant to Minnesota Statutes, section 161.46, subdivision 5, the Utility Owner will promptly reimburse the State for the adjustment costs.
- E. After the Contractor has completed the work required under its contract and the State has accepted the work, the State will prepare a final computation of the amount due from the Utility Owner.
1. If the final total amount is greater than the amount the State has already received from the Utility Owner, the Utility Owner must promptly pay the difference, without interest, to the State.
 2. If the final total amount is less than the amount the State has already received from the Utility Owner, the State must pay the difference without interest, to the Utility Owner.
- F. The final total cost constitutes payment in full for all adjustment work according to this Agreement. This amount also constitutes payment in full for any and all damages, claims, or causes of action of any kind or nature that the Utility Owner may have relating to the adjustment of the Facilities.

V. Indemnification

- A. The Utility Owner will defend (at its own expense and to the extent Minnesota's Attorney General allows), indemnify, save, and hold the State and all of its agents and employees harmless of and from all claims, demands, actions, or causes of action arising from the Utility Owner's acts and omissions and from the State's (and its Contractor's) use of plans, designs, shop drawings, specifications, and special provisions prepared, reviewed, or approved by the Utility Owner. This indemnity obligation extends to any attorney's fees the State incurs in seeking to enforce this obligation, and in defending against any claims covered by this indemnity clause.

- B. The Utility Owner does not waive any defense or immunity of third parties. The Utility Owner, in defending any action on behalf of the State, will be entitled to assert every defense or immunity that the State could assert on its own behalf.

VI. Nondiscrimination

Minnesota Statutes, section 181.59 and any applicable local ordinances pertaining to civil rights and nondiscrimination are considered part of this Agreement.

VII. Governing Terms

- A. *Data Practices:* All parties must comply with the Minnesota Government Data Practices Act (Minnesota Statutes, chapter 13) as it applies to any data that a party to this Agreement receives, collects, stores, or disseminates under it. The Act provides civil liability for failure to comply with its requirements.
- B. *Applicable Law:* 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 Ramsey County, Minnesota.
- C. *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 the provision or any subsequent breach of that provision.
- D. *Merger:* This Agreement contains all negotiations and agreements between the State and the Utility Owner with respect to the subject matter it contains. No prior understanding regarding this Agreement, whether written or oral, may be used to bind either party.
- E. *Assignment:* The Utility Owner may neither assign nor transfer any rights or obligations under this Agreement without the State's consent and a fully executed assignment agreement. To be valid, the assignment agreement must be signed and approved by the same parties who signed and approved this Agreement, or their successors in office.
- F. *Amendments:* Any amendment to this Agreement must be in writing. An amendment will not be effective until the same parties who signed and approved this Agreement, or their successors in office, sign and approve the amendment.
- G. *Incorporation of Exhibits:* All exhibits attached to this Agreement are incorporated into this Agreement.

The remainder of this page was left blank intentionally.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed to be bound hereby.

CITY OF CANNON FALLS

By: _____

By: _____
Mayor

Its: _____

Date: _____

Date: _____

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION**

Department of Transportation

Recommended for Approval:

Approved:

By: _____
Metro Utility Coordinator

By: _____
Director, Office of Land Management

Date: _____

Date: _____

Department of Administration

By: _____

Date: _____

MINNESOTA DEPARTMENT OF TRANSPORTATION

CONSTRUCTION PLAN FOR BITUMINOUS SURFACING AND ADA IMPROVEMENT

LOCATED ON T.H. 20 FROM RIVER ROAD TO GOODHUE/DAKOTA COUNTY LINE (280th STREET)

STATE PROJ. NO. 2504-18 (TH20)
 GROSS LENGTH 13736.65 FEET 2.602 MILES
 BRIDGES-LENGTH FEET MILES
 EXCEPTIONS-LENGTH FEET MILES
 NET LENGTH 13736.65 FEET 2.602 MILES
 REF. POINT 000+00.477 TO REF. POINT 003+00.096

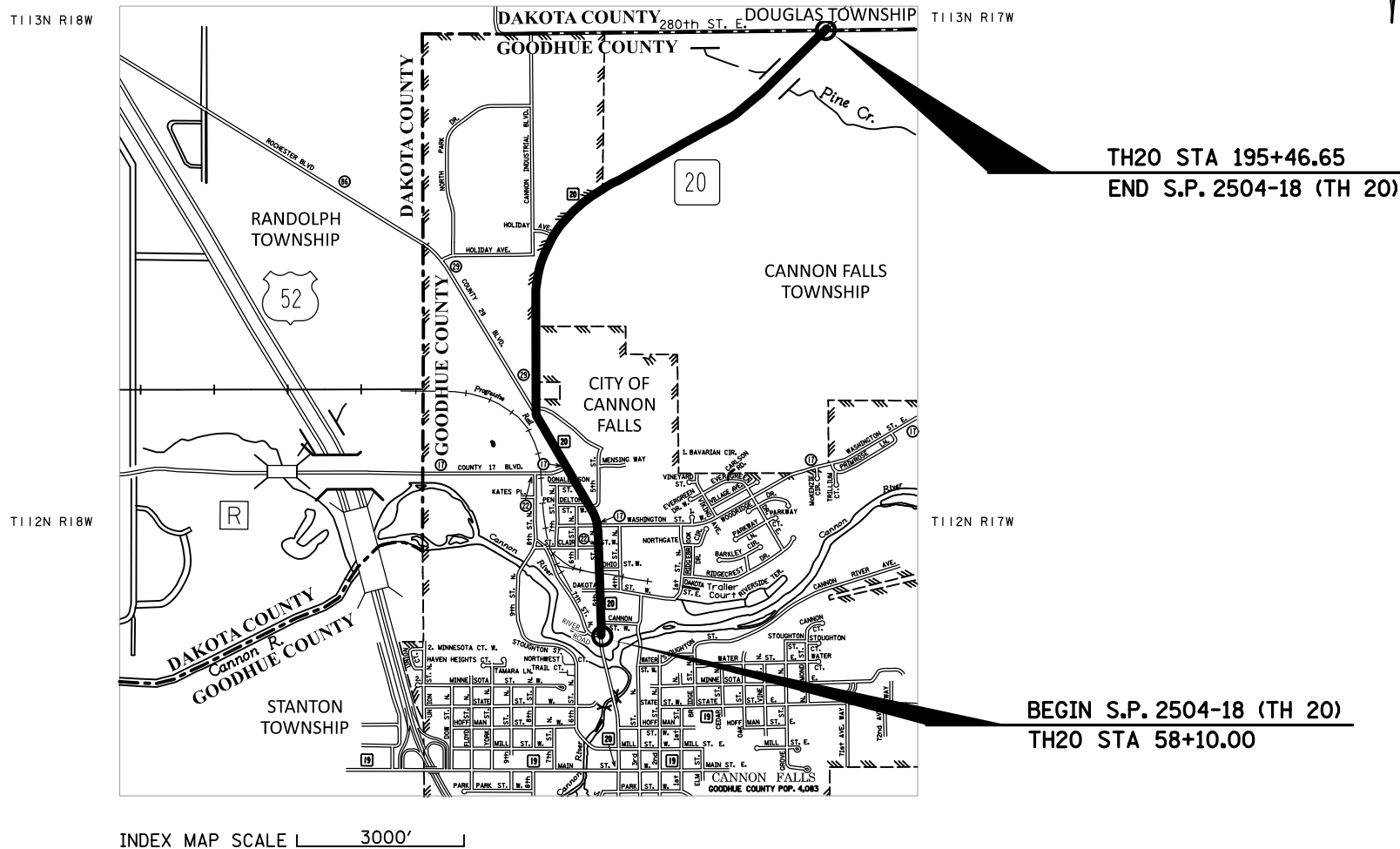
FED. PROJ. NO. STBG 2525(099)
 MnDOT Agreement Number 1058480

GOVERNING SPECIFICATIONS Exhibit A

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION
 "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

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SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	GENERAL LAYOUT
3	ESTIMATED QUANTITIES
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5	INPLACE UTILITY TABULATIONS
6	TABULATIONS
7	TYPICAL SECTIONS
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40-49	CONSTRUCTION PLANS
50	CONSTRUCTION PLAN DETAILS
51	ADA PLANS
52-53	ENVIRONMENTAL MANAGEMENT PLANS
54	STORMWATER POLLUTION PREVENTION PLAN
55-64	EROSION CONTROL AND TURF ESTABLISHMENT PLANS
TC1 - TC12	TRAFFIC CONTROL PLAN
PM1 - PM13	PERMANENT PAVEMENT MARKING AND TABULATION SHEET



WARNING:
 NATURAL GAS LINES
 WITHIN PROJECT LIMITS

① SEE GENERAL LAYOUT.

DESIGN DESIGNATION

Design ESALS =
 ADT (Current Year) ① = ①
 ADT (Future Year) =
 DHV (Design Hr. Vol.) =
 D (Directional Distr.) = %
 T (Heavy Commercial) = %

Design Speed 35 - 60 MPH
 Based on STOPPING Sight Distance
 Height of eye 3.5' Height of object 2.0'
 Design Speed not achieved at:
 STA. TO STA. MPH
 STA. TO STA. MPH

Page 1 of 2

PROJECT LOCATION

COUNTY: GOODHUE
 DISTRICT: METRO

FOR PLANS AND UTILITIES SYMBOLS SEE TECHNICAL MANUAL

STATE PROJ. NO. 2504-18 CHARGE IDENTIFIER

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: JENNA FABISH LIC. NO. 49799

DATE: SIGNATURE:

DESIGN SQUAD GER XIONG, LANCE SCHOWALTER, KYLER KLEIN, JOE MILASHIUS

OFFICE OF LAND MANAGEMENT APPROVAL
 DIRECTOR, LAND MANAGEMENT

APPROVED
 STATE DESIGN ENGINEER

THIS PLAN CONTAINS 89 SHEETS

PLAN REVISIONS		
DATE	SHEET NO.	APPROVED BY



TITLE SHEET

SP 2504-18
 (T.H. 20=20)

SHEET NO. 1
 TOTAL SHEETS 64

PLOTTED/REVISED: 11-DEC-2024

PLOT NAME: d250418_100tsh
 PATH & FILENAME: Projects\DM ROS\020\2504\018\Design\PlanSheets\d250418_100tsh.dgn

STATEMENT OF ESTIMATED QUANTITIES

TAB	SHEET NUMBER	ITEM NUMBER	ITEM	UNIT	TOTAL ESTIMATED QUANTITIES (A)
		2011.601	AS BUILT	LUMP SUM	1
		2016.601	QUALITY MANAGEMENT - THERMAL PROFILING	LUMP SUM	1
		2016.601	QUALITY MANAGEMENT - INTELLIGENT COMPACTION	LUMP SUM	1
		2021.501	MOBILIZATION	LUMP SUM	1
		2061.601	MATERIAL DELIVERY MANAGEMENT SYSTEM	LUMP SUM	1
C	6	2104.518	REMOVE BITUMINOUS WALK	SQ FT	235
C	6	2104.618	REMOVE AND REPLACE BITUMINOUS PAVEMENT	SQ FT	20
B	6	2106.507	EXCAVATION - COMMON (P)	CU YD	139
B	6	2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	58
A	6	2118.507	AGGREGATE SURFACING (CV) CLASS 1	CU YD	224
		2118.509	AGGREGATE SURFACING CLASS 1 (5)	TON	1900
		2123.510	MOTOR GRADER	HOURL	4
		2131.506	CALCIUM CHLORIDE SOLUTION	GALLON	2400
A	6	2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	74
C	6	2211.507	AGGREGATE BASE (CV) CLASS 6 (P)	CU YD	3
		2231.509	BITUMINOUS PATCHING MIXTURE (1)	TON	75
A	6	2232.504	MILL BITUMINOUS SURFACE (2.0")	SQ YD	60085
A	6	2232.603	MILLED SINUSOIDAL RUMBLE STRIPS-CL	LIN FT	9300
A	6	2331.603	JOINT ADHESIVE	LIN FT	15496
A	6	2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (3,B)	TON	7763
	5	2504.602	ADJUST GATE VALVE AND BOX (B)	EACH	6
	5	2506.502	ADJUST FRAME AND RING CASTING (B)	EACH	9
C	6	2521.518	6" CONCRETE WALK	SQ FT	182
C	6	2521.602	DRILL AND GROUT REINF BAR (EPOXY COATED)	EACH	12
C	6	2521.618	CONCRETE CURB RAMP WALK	SQ FT	260
C	6	2531.618	TRUNCATED DOMES	SQ FT	16
		2563.601	TRAFFIC CONTROL	LUMP SUM	1
TC	TC1	2563.613	PORTABLE CHANGEABLE MESSAGE SIGN	UNIT DAY	28
D	6	2573.502	STORM DRAIN INLET PROTECTION	EACH	17
D	6	2573.502	CULVERT END CONTROLS	EACH	2
		2575.501	TURF ESTABLISHMENT (4)	LUMP SUM	1
		2575.505	WEED SPRAYING (3)	ACRE	0.1
		2575.506	WEED SPRAY MIXTURE (2)	GALLON	0.1
C	6	2575.602	SITE RESTORATION	EACH	1
PM	PM1	2580.501	INTERIM PAVEMENT MARKING	LUMP SUM	1
PM	PM1	2582.503	MOBILE RETROREFLECTOMETER MEASUREMENTS	LIN FT	35638
PM	PM1	2582.503	4" SOLID LINE MULTI-COMPONENT (WR)	LIN FT	3369
PM	PM1	2582.503	4" BROKEN LINE MULTI-COMPONENT (WR)	LIN FT	1760
PM	PM1	2582.503	4" DOUBLE SOLID LINE MULTI-COMPONENT (WR)	LIN FT	579
PM	PM1	2582.503	4" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LIN FT	4558
PM	PM1	2582.503	6" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LIN FT	21667
PM	PM1	2582.503	4" BROKEN LINE MULTI-COMPONENT GROUND IN (WR)	LIN FT	2690
PM	PM1	2582.503	4" DOUBLE SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LIN FT	583
PM	PM1	2582.503	6" SOLID LINE PREFORM TAPE GROUND IN (WR)	LIN FT	836
PM	PM1	2582.503	24" SOLID LINE PREFORM THERMO GROUND IN ESR	LIN FT	87
PM	PM1	2582.518	PAVEMENT MESSAGE PREFORM THERMOPLASTIC GROUND IN ENHANCED SKID RESISTANCE	SQ FT	372

(A) 81.42% FEDERAL, 18.58% STATE FUNDS UNLESS OTHERWISE NOTED.

(B) 100% CITY OF CANNON FALLS FUNDS. SEE UTILITY AGREEMENT # 1058480.

NOTES:

- (1) SHALL BE TYPE SP 12.5 WEARING COURSE MIXTURE (3,B).
- (2) CLOPYRALID HERBICIDE LABELED FOR RIGHT OF WAY USE AND FORMULATED AT 3 POUNDS ACID EQUIVALENT PER GALLON.
- (3) WEED SPRAYING TO BE DONE THROUGHOUT THE PROJECT TO CONTROL AND PREVENT THE SPREAD OF WEEDS. SUBMIT A PRESTICIDE APPLICATION RECORD TO THE ENGINEER FOR EACH APPLICATION. WEED SPRAYING WILL BE MEASURED BY THE AREA COVERED OR AREA SPOT SPRAYED BY HERBICIDE AND SUCCESSFULLY APPLIED AS INDICATED BY DEAD NOXIOUS WEEDS.
- (4) INCLUDES SEED PATCH, FERTILIZER TYPE 3, AND ROLLED EROSION PREVENTION CAT. 25.
- FERTILIZER TYPE 3 ANALYSIS 22-5-10, APPLY AT THE RATE OF 350 LBS/ACRE.
- (5) AS DIRECTED BY THE ENGINEER, FOR GRAVEL ROAD MAINTENANCE.



Jenna Fabish
LICENSED PROFESSIONAL ENGINEER

Jenna Fabish
LIC. NO. 49799
DATE: 12-DEC-2024

I HEREBY CERTIFY THAT THIS PLAN SHEET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

ESTIMATED QUANTITIES

SP 2772-134
(TH 169)

SHEET NO 3
TOTAL SHEETS 64

UTILITY ABBREVIATIONS	
SAN MH	= SANITARY SEWER MANHOLE
WAT VLV	= WATER VALVE

UTILITY	
THE FOLLOWING LIST SHOWS THE UTILITY COMPANIES INVOLVED ON THIS PROJECT	
CITY	= CITY OF CANNON FALLS
DEA	= DAKOTA ELECTRIC ASSOCIATION
FRT	= FRONTIER COMMUNICATIONS
XCEL	= XCEL ENERGY
HBC	= HIAWATHA BROADBAND COMMUNICATIONS
MCC	=MEDIACOM CABLE
MER	= MINNESOTA ENERGY RESOURCES

UTILITY TABULATIONS (B) ①						
ALIGNMENT	STATION TO STATION	OFFSET (FT)	DESCRIPTION	OWNER	ACTION	
					ADJUST FRAME AND RING CASTING	ADJUST GATE VALVE AND BOX
TH20	60+25.4	17.6R	WAT VLV	CITY		1
TH20	62+02.5	16.7L	SAN MH	CITY	1	
TH20	65+67.3	33.8L	SAN MH	CITY	1	
TH20	65+67.6	16.6L	SAN MH	CITY	1	
TH20	66+01.4	17.3R	WAT VLV	CITY		1
TH20	69+52.1	16.8L	SAN MH	CITY	1	
TH20	73+00.9	17.1R	WAT VLV	CITY		1
TH20	73+02.8	14.5R	WAT VLV	CITY		1
TH20	73+04.7	17.4R	WAT VLV	CITY		1
TH20	73+34.3	16.9L	SAN MH	CITY	1	
TH20	75+52.9	17.1L	SAN MH	CITY	1	
TH20	77+14.9	17.1L	SAN MH	CITY	1	
TH20	77+15.9	20.1R	WAT VLV	CITY		1
TH20	77+25.9	43.4R	SAN MH	CITY	1	
TH20	88+88.9	39.3R	SAN MH	CITY	1	
SP 2504-18 (B) TOTALS					9	6

(B) 100% CITY OF CANNON FALLS FUNDS

① FOR LOCATION, SEE REMOVAL PLANS SHEET NO. 30-32. WORK TO BE DONE BY CONTRACTOR.

GENERAL NOTES:

- ALL POWER LINES ARE DISTRIBUTION UNLESS NOTED OTHERWISE.
- SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF THE CI/ASCE 38-22, ENTITLED "STANDARD GUIDELINES FOR INVESTIGATING AND DOCUMENTING EXISTING UTILITIES".
- ADJUSTMENTS AND RELOCATES TO BE DONE BY OWNERS UNLESS OTHERWISE NOTED.
- ONLY AFFECTED UTILITIES ARE TABULATED.



Jenna Fabish
LICENSED PROFESSIONAL ENGINEER

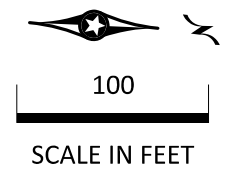
JENNA FABISH
LIC. NO. 49799
DATE: 12-DEC-2024

I HEREBY CERTIFY THAT THIS PLAN SHEET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

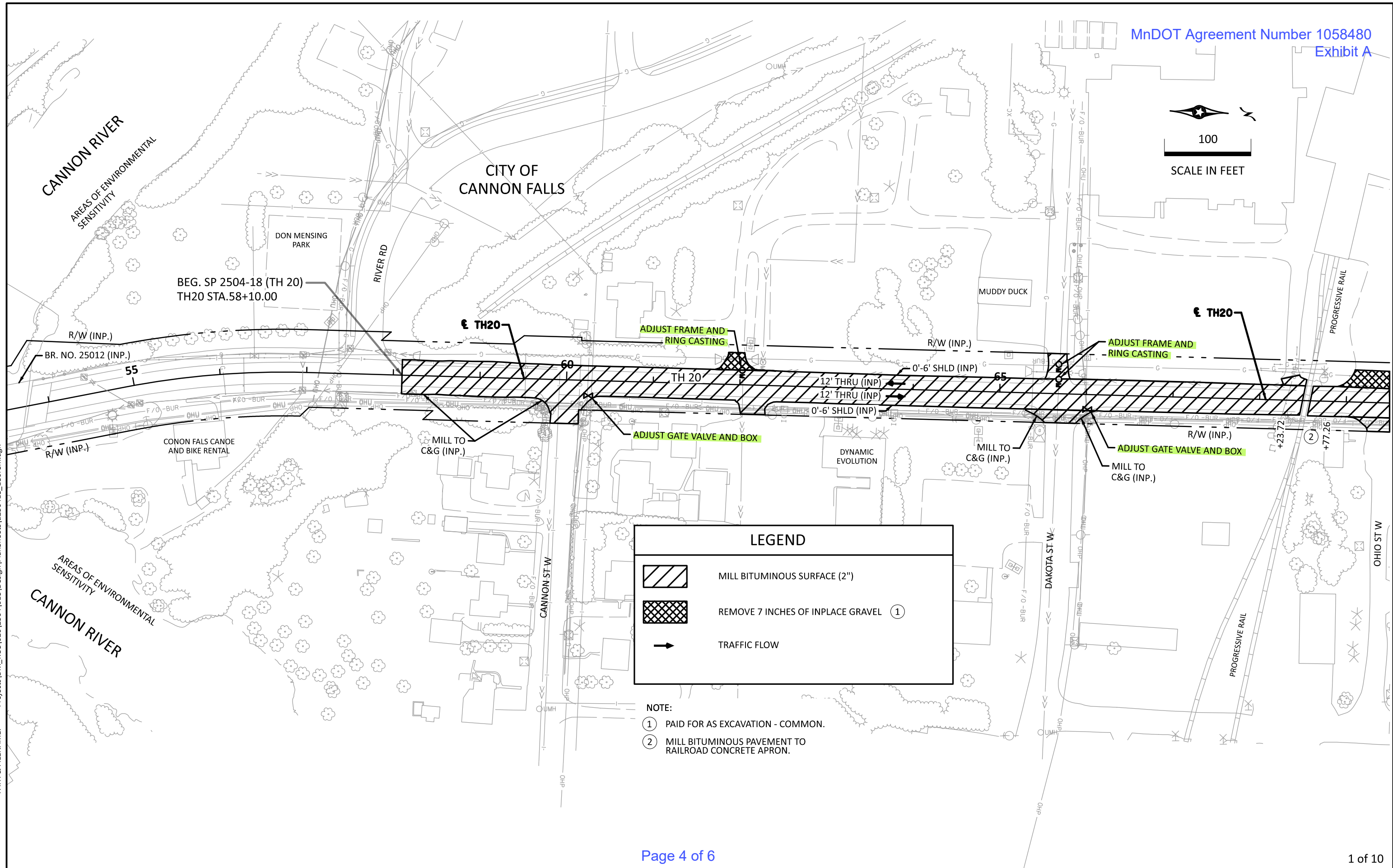
INPLACE UTILITY TABULATIONS

SP 2504-18
(TH 20)

SHEET NO 5
TOTAL SHEETS 64



PLOT NAME: d250418_180rem
 PATH & FILENAME: Projects\DM_ROMS\020\2504\018\Design\PlanSheets\d250418_180rem.dgn
 PLOTTED/REVISED: 12-DEC-2024



LEGEND

	MILL BITUMINOUS SURFACE (2")
	REMOVE 7 INCHES OF INPLACE GRAVEL ①
	TRAFFIC FLOW

- NOTE:**
- ① PAID FOR AS EXCAVATION - COMMON.
 - ② MILL BITUMINOUS PAVEMENT TO RAILROAD CONCRETE APRON.



Jenna Fabish
 LICENSED PROFESSIONAL ENGINEER




JENNA FABISH
 LIC. NO. 49799
 DATE: 12-DEC-2024

I HEREBY CERTIFY THAT THIS PLAN SHEET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

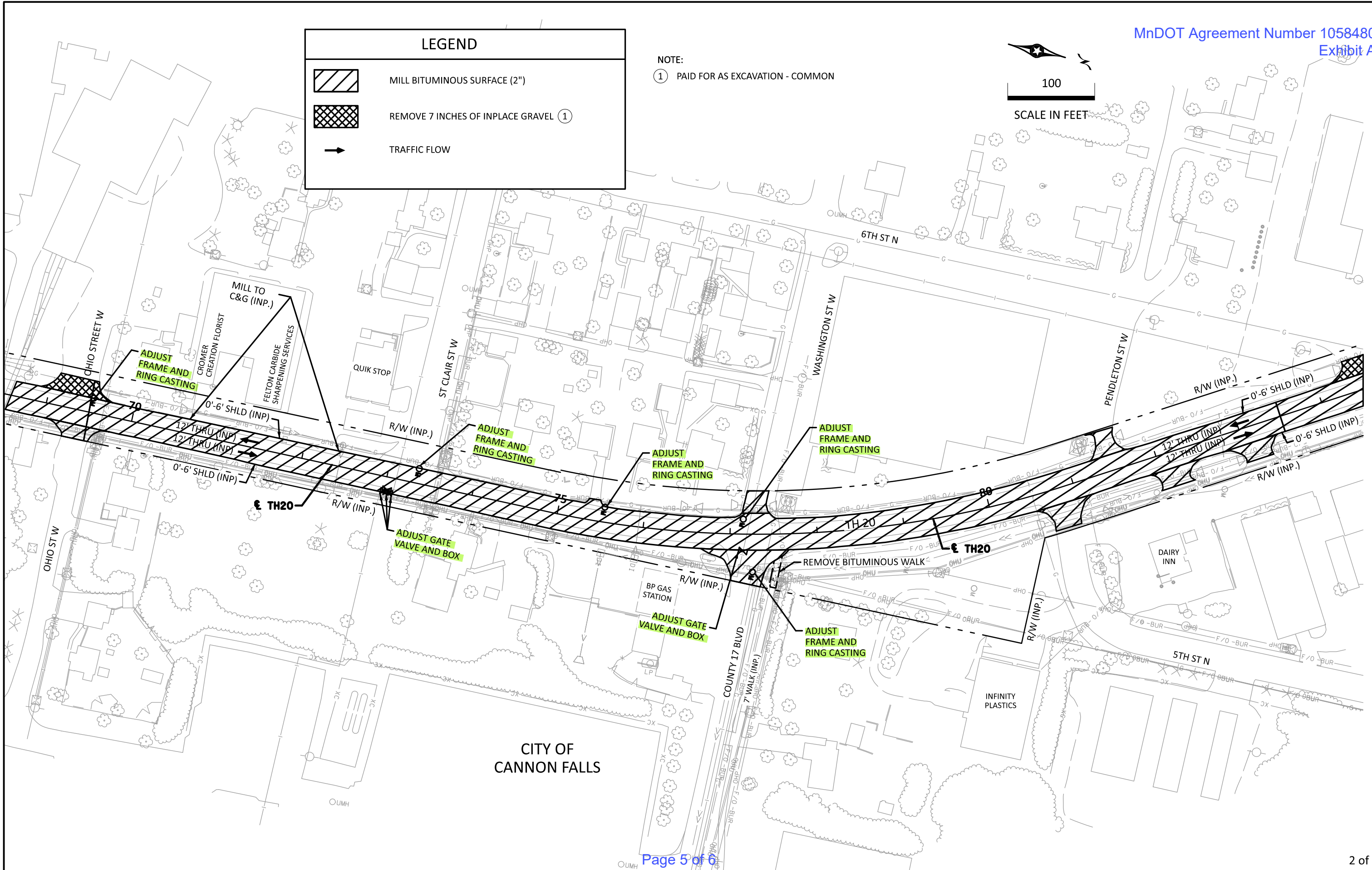
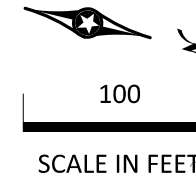
REMOVAL PLANS

SP 2504-18	SHEET NO	30
(T.H. 20)	TOTAL SHEETS	64



PLOT NAME: d250418_180rem
PATH & FILENAME: Projects\DM_ROMS\020\2504\018\Design\PlanSheets\d250418_180rem.dgn
12-DEC-2024
PLOTTED/REVISED:

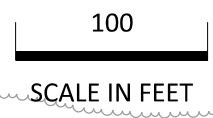
LEGEND	
	MILL BITUMINOUS SURFACE (2")
	REMOVE 7 INCHES OF INPLACE GRAVEL ①
	TRAFFIC FLOW

NOTE:
① PAID FOR AS EXCAVATION - COMMON

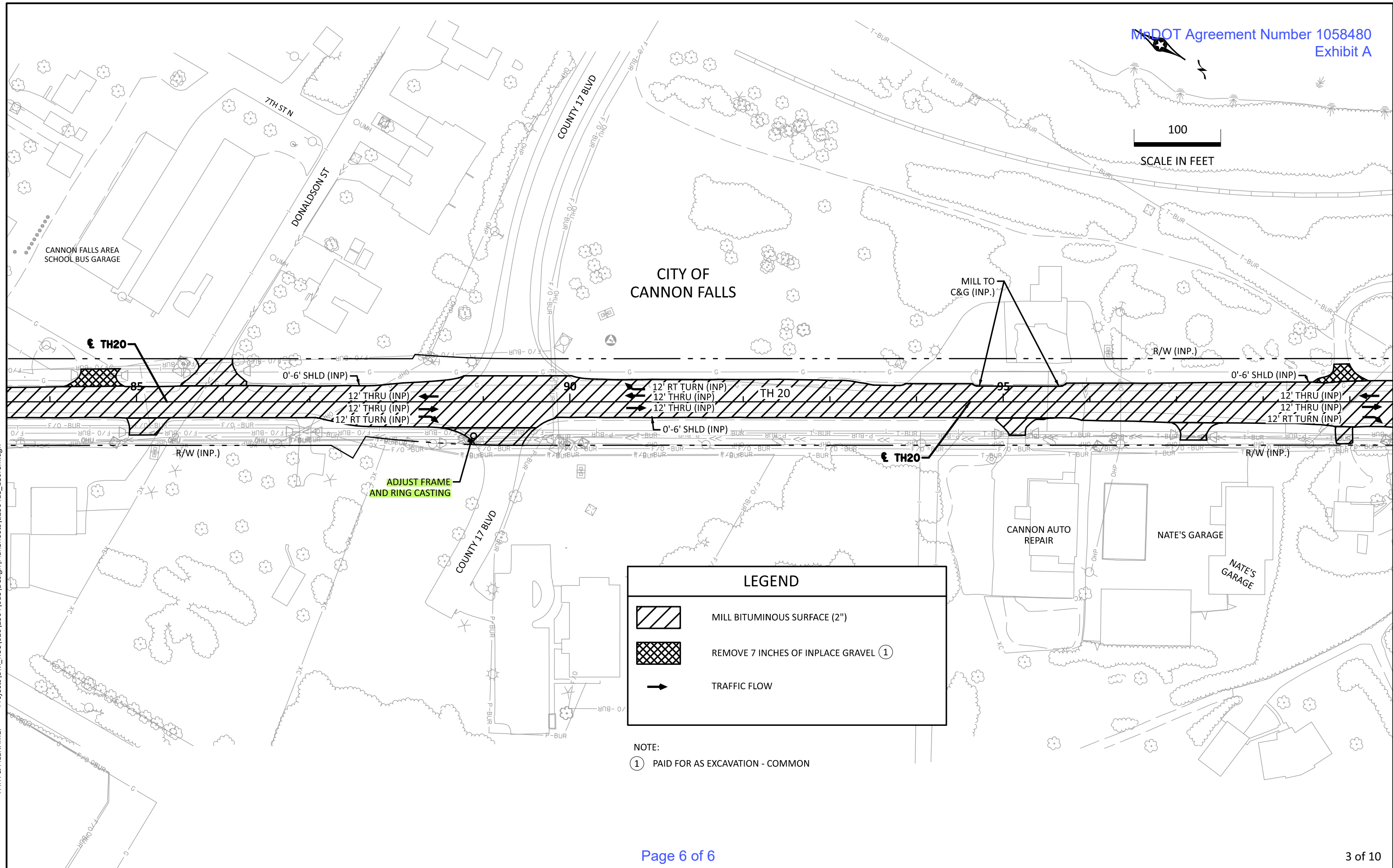


CITY OF
CANNON FALLS




	 JENNA FABISH LIC. NO. 49799 LICENSED PROFESSIONAL ENGINEER	JENNA FABISH LIC. NO. 49799 DATE: 12-DEC-2024	I HEREBY CERTIFY THAT THIS PLAN SHEET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.		REMOVAL PLANS	SP 2504-18	SHEET NO 31
			(T.H. 20)	TOTAL SHEETS 64			



PLOTTED/REVISED: 12-DEC-2024
 PLOT NAME: d250418_180rem
 PATH & FILENAME: Projects\DM_ROMS\020\2504\018\Design\PlanSheets\d250418_180rem.dgn



LEGEND

	MILL BITUMINOUS SURFACE (2")
	REMOVE 7 INCHES OF INPLACE GRAVEL ①
	TRAFFIC FLOW

NOTE:
① PAID FOR AS EXCAVATION - COMMON

S.P. 2504-18 Agency Agreement 1058480 with the City of Cannon Falls					
Estimate Table					
PAYITEM	DESCRIPTION	UNIT	EST. UNIT COST	TOTAL EST. QUANTITY	TOTAL COST
2504.602/0032	Adjust gate valve and box	EACH	\$ 450.00	6	\$ 2,700.00
2506.502/06020	Adjust frame and ring casting	EACH	\$ 628.99	9	\$ 5,660.91
SUB TOTAL					\$ 8,360.91
	MnDOT Design	LUMP SUM	3.0%		\$ 250.83
	MnDOT Construction Administration/Inspection	LUMP SUM	8.0%		\$ 668.87
GRAND TOTAL					\$ 9,280.61

**CITY OF CANNON FALLS
GOODHUE COUNTY, MINNESOTA**

RESOLUTION NUMBER 2804

**RESOLUTION AUTHORIZING ACCEPTANCE OF A UTILITY ADJUSTMENT
AGREEMENT WITH MNDOT**

WHEREAS, the City of Cannon Falls owns and operates sanitary sewers and watermains, their fixtures, and related equipment located on property where the Minnesota Department of Transportation (MnDOT) will construct State Project Number 2504-18 on Trunk Highway 20 from River Road in the City of Cannon Falls to 280th Street in Cannon Falls Township; and

WHEREAS, the adjustment of the Utility Owner's Facilities is required for the completion of the Project; and

WHEREAS, the Utility Owner has requested that MnDOT perform the necessary utility adjustment work as part of the Project to eliminate duplication of services, facilitate activity coordination, simplify supervision, and expedite Project construction; and

WHEREAS, pursuant to Minnesota Statutes, section 161.46, subdivision 5, the Utility Owner appoints MnDOT as its agent to design and construct the adjustment work as part of the Project, and MnDOT may relocate the Facilities as part of the Project on the trunk highway system; and

WHEREAS, the total cost associated with this adjustment work is \$9,280.61 as outlined in MnDOT Agreement Number 1058480.

NOW, THEREFORE, BE IT RESOLVED, that the City of Cannon Falls hereby accepts and approves MnDOT Agreement Number 1058480 for the adjustment of utility facilities as part of the Project.

ADOPTED by the City Council of Cannon Falls this 18th day of February, 2025.

CITY OF CANNON FALLS

Matt Montgomery, Mayor

ATTEST: _____
Jon Radermacher, City Administrator