



**City Council Agenda**  
**October 18, 2021**  
**5:30 pm in the City Council Chambers**

Invocation – Pastor Talmadge Hobbs, Church of Peace  
Pledge of Allegiance

- A. Call to Order
- B. Roll Call
- C. Approval of the Agenda
- D. Public Hearings
  - 1. Campus View Estates vacation public hearing
    - a. Resolution ordering the preparation of the vacation ordinance for Campus View Estates
- E. Awarding of Bids
- F. Petitions and Communications
  - 1. Resolution acknowledging the retirement and 30 years of service from Rodney Lokhorst
- G. Consent Agenda
  - 1. Motion approving the minutes from the October 4, 2021 City Council meeting, the October 4, 2021 work session and the October 13, 2021 Committee of the Whole meeting
  - 2. Motion approving licenses
  - 3. Motion authorizing the creation a sub-committee to study a zoning ordinance change for group living situations and designating Scott Kvamme and Jim Fish to serve as City Council members on the sub-committee
  - 4. Resolution approving a change order to PI 9768 for prevailing wages
  - 5. Resolution accepting Proposal Request No. 4 for PI 9768, building downspout connections in the amount of \$3,874.50 each
  - 6. Resolution approving a modification to the Development Agreement for the WestRidge Mall
  - 7. Resolution approving a \$5,560 façade loan to TG Property, LLC
  - 8. Resolution approving a \$28,000 economic development loan to Bill and Leanne Meis, on behalf of The Flower Mill
  - 9. Resolution declaring surplus items and authorizing their disposal
  - 10. Resolution calling for a public hearing on the Dental Specialties Tax Abatement on November 1, 2021 at 5:30 pm in the City Council Chambers
- H. Ordinance and Resolutions
  - 1. First reading of Ordinance 15, Eighth Series, Amending City Code Chapter 154, Yard Regulations and Accessory Buildings
  - 2. First reading of Ordinance 18, Eighth Series, Amending the Zoning Map for Shoreview Dr
  - 3. Resolution finalizing a property sale for the city owned property located at 725 W Maple Street
  - 4. Resolution accepting the donation of real estate of 1022 N Cleveland Avenue

- I. Presentation of Claims \$1,537,033.57
- J. Board, Committee and Department Reports
- K. Reports from Staff and Administrative Officers
- L. Old Business/Unfinished Business
- M. New Business
- N. Miscellaneous Announcements
  - November 1 5:30 pm City Council meeting
  - November 11 Veterans Day holiday. Most city offices and facilities closed
- O. Adjournment

If you have special needs for accommodations, please call 332-5436 or TDD 1-800-627-3529 (Minnesota Relay Service).

The City of Fergus Falls holds an open forum session from 5:20-5:30 pm.  
Those wishing to participate in the open forum must register by noon the day of the  
City Council meeting in the City Administrator's office.



## Council Action Recommendation

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**Meeting Date:**

October 18, 2021 – City Council

**Subject:**

Vacation Petition Public Hearing – Platted Campus Addition to the City of Fergus Falls

**Recommendation:**

- Resolution ordering the Vacation Ordinance.

**Background/Key Points:**

At the September 20, 2021 City Council meeting, this Council accepted a Vacation Petition and scheduled the Public Hearing for October 18, 2021 for the above referenced plat. The original Campus Addition plat was recorded in June, 2018. The Campus Addition plat consists of Block 1, Lots 1-13, Block 2, Lots 1-11 and Block 3, Lots 1-10, and Outlot B. The new owner is requesting the vacation of all easements as illustrated in the attached “Exhibit A” to facilitate the replat process. To date, this area has not been developed since the initial plat recording. Mailed notices were sent to the owner and to the Public Utility Companies. To date, no objections have been received. The procedural steps moving forward are:

- At the conclusion of the Public Hearing, the City Council will need to decide whether or not to proceed with the “Vacation”.
- If approved, City staff will prepare the necessary “Ordinance” for introduction and first reading at a future City Council meeting.
- A second reading is required at a separate City Council meeting before the City Council votes on the “Vacation” Ordinance.
- If approved by the vote, the “Vacation” Ordinance must then be published in the local newspaper. Fifteen days after the date of “Publication” the “Vacation Ordinance” becomes effective.
- The City then has the “Vacation Ordinance” recorded in the County’s property records.

**Budgetary Impact:**

The vacation process and publications is to be funded by the \$500.00 application fee that has been received.

**Originating Department:**

Engineering Department

**Respectfully Submitted:**

Brian Yavarow, P.E. – City Engineer

**Attachments:**

Campus Addition – Vacation Exhibit A

# EXHIBIT A

## CAMPUS ADDITION

A REPLAT OF PART OF LOT 2, BLOCK 4, KIRKBRIDE ADDITION  
TO THE CITY OF FERGUS FALLS, PART OF THE SE 1/4, SECTION 27, T133N, R43W

### OWNER'S CERTIFICATE

KNOW ALL PERSONS BY THESE PRESENTS: That Campus Development Group, LLP, a Minnesota limited liability partnership, owner and, First International Bank and Trust, organized and existing under the laws of North Dakota, mortgagee of the following described property situated in part of the Southeast Quarter of Section 27, Township 133 North, Range 43 West in the City of Fergus Falls, County of Otter Tail, State of Minnesota:

That part of Lot 2, Block 4 of the plat of KIRKBRIDE ADDITION to the City of Fergus Falls, Minnesota, on file and recorded as Document No. 1080078 in the Office of the Otter Tail County Recorder, described as follows:

Beginning at the northeast corner of said Lot 2; thence South 01 degrees 43 minutes 50 seconds West on an assumed bearing along the east line of said Lot 2 for 966.62 feet to the southeast corner of said Lot 2; thence North 88 degrees 48 minutes 28 seconds West along the south line of said Lot 2 for 463.16 feet to the southwest corner of said Lot 2; thence North 28 degrees 48 minutes 47 seconds West along westerly line of said Lot 2 for 179.15 feet; thence North 61 degrees 11 minutes 13 seconds East 77.02 feet; thence South 88 degrees 16 minutes 10 seconds East 9.84 feet; thence North 01 degrees 43 minutes 50 seconds East 503.01 feet to the northwesterly line of said Lot 2; thence North 46 degrees 59 minutes 43 seconds East along the northwesterly line of said Lot 2 for 319.91 feet; thence northerly along the northwesterly line of said Lot 2 for 179.11 feet on a curve concave to the west having a radius of 116.00 feet, a central angle of 88 degrees 28 minutes 22 seconds, and a chord bearing North 02 degrees 45 minutes 32 seconds East for 161.85 feet; thence South 41 degrees 28 minutes 39 seconds East along the northerly line of said Lot 2 for 152.85 feet; thence South 87 degrees 51 minutes 08 seconds East, along the northerly line of said Lot 2 for 143.21 feet to the point of beginning.

Containing 9.99 acres, more or less.

Have caused the same to be surveyed and platted as CAMPUS ADDITION, a replat of part of Lot 2, Block 4, Kirkbride Addition, and do hereby dedicate to the public, for public use forever, the public ways and easements for installation and maintenance of utilities and drainage facilities over, under and along the strips shown hereon as utility easements.

In witness whereof said Campus Development Group, LLP, a Minnesota limited liability partnership, has caused these presents to be signed by its proper partners this 14 day of September, 2016.

Signed: Campus Development Group, LLP

*Kevin Bartram*  
Kevin Bartram partner

*Jeffrey C. Schlossman*  
Jeffrey C. Schlossman partner

STATE OF ND )  
                  ) ss.  
COUNTY OF Cass )

The foregoing instrument was acknowledged before me this 14 day of September, 2016, by Kevin Bartram, partner and Jeffrey C. Schlossman, partner of Campus Development Group, LLP, a Minnesota limited liability partnership.

*Sue E. Nelson*  
Notary Public

My Commission expires 1-26-18



In witness whereof said First International Bank and Trust, organized and existing under the laws of North Dakota, has caused these presents to be signed by its proper officers this 15 day of September, 2016.

Signed: First International Bank and Trust

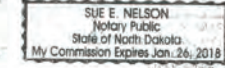
*J. Stephen Olshak*  
J. Stephen Olshak, Vice President/Branch Manager  
J. Stephen Olshak, Senior Vice President

STATE OF ND )  
                  ) ss.  
COUNTY OF Cass )

The foregoing instrument was acknowledged before me this 15 day of September, 2016, by J. Stephen Olshak, Vice President/Branch Manager/First International Bank and Trust, organized and existing under the laws of North Dakota.

*Sue E. Nelson*  
Notary Public

My Commission expires 1-26-18



### SURVEYOR'S CERTIFICATE

I, Michael L. Fitchall, do hereby certify that this plat of CAMPUS ADDITION, a replat of part of Lot 2, Block 4, Kirkbride Addition, was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; that all public ways are shown and labeled on this plat; and that I have reviewed this plat and found it to be in compliance with the surveying requirements of the City of Fergus Falls Zoning and Subdividing Ordinance and Chapter 505 Minnesota Statutes.

Dated this 12th day of August, 2016

*Michael L. Fitchall*  
Michael L. Fitchall, Licensed Land Surveyor  
Minnesota License No. 44866

STATE OF MINNESOTA )  
                          ) ss.  
COUNTY OF OTTER TAIL )

The foregoing instrument was acknowledged before me this 12th day of August, 2016 by Michael L. Fitchall.

*Patrick Reinhour*  
Notary Public  
My Commission expires 31 Jan 2020



### PLANNING COMMISSION APPROVAL

Approved by the Planning Commission of the City of Fergus Falls, Minnesota this 15 day of August, 2016.

Signed: *Bob Keland* Chairperson  
Signed: *Rick Engler* Secretary

### CITY COUNCIL APPROVAL

Approved by the City of Fergus Falls, this 15 day of August, 2016.

Signed: *Bob Keland* Mayor  
Signed: *John Johnson* City Administrator

### CITY ENGINEER'S APPROVAL

Approved by the City Engineer, City of Fergus Falls, Minnesota this day 15 of August, 2016.

Signed: *Brian Youn*  
City Engineer

### COUNTY TREASURER'S CERTIFICATE

I hereby certify that taxes for the year 2016 for the land described within are paid.

Signed: *Maureen Schmitt*  
County Treasurer

### ATTORNEY'S CERTIFICATE

I hereby certify that proper evidence of title has been presented to and examined by me and I hereby approve this plat as to form and execution.

Signed: *Alan T. Malby*  
Attorney

### COUNTY AUDITOR'S CERTIFICATE

No delinquent taxes due and transfer entered this 28 day of June, 2016.

Signed: *Wayne Stein* County Auditor  
Signed: *Quillie R. Bakken* Deputy

### COUNTY RECORDER'S CERTIFICATE

I hereby certify that this instrument was filed in the office of the County Recorder for record on this 28th day of June, 2016 at 9:50 am and was duly recorded in this Book of Plats on Page 5136 as Document No. 1208125.

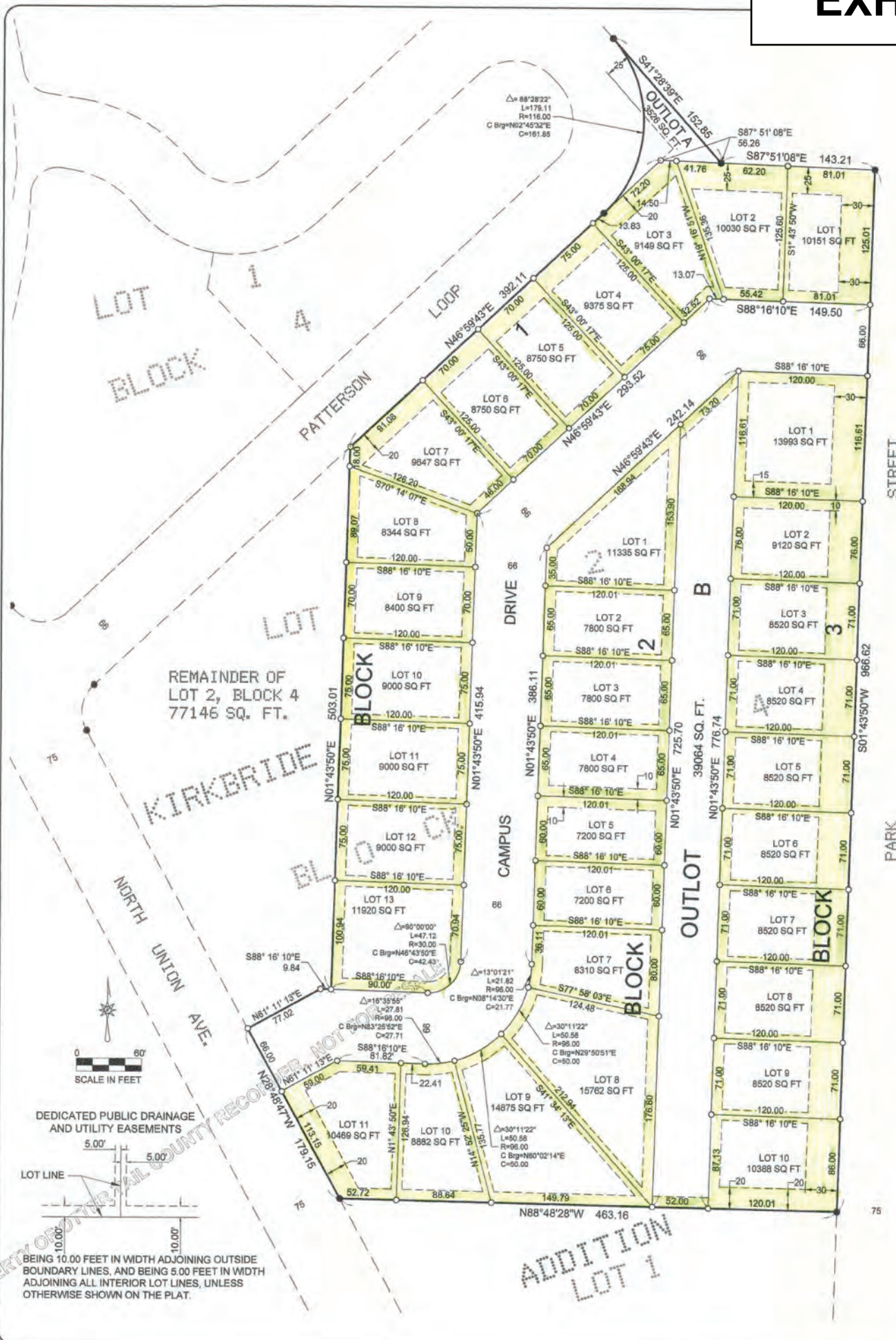
Signed: *Carol Schmitz* County Recorder  
Signed: *Angie M. De Bo* Deputy

### LEGEND

- FOUND MONUMENT
- SET MONUMENT 5/8" X 24" REBAR WITH YELLOW PLASTIC CAP MARKED LS 44866
- PLAT BOUNDARY
- LOT BOUNDARY
- - - EXISTING LOT LINE

\*The orientation of the bearings shown is assumed: The east line of CAMPUS ADDITION is assumed to have a bearing of South 01 degrees 43 minutes 50 seconds West.\*

Surveyed & Platted by:



N. PARK LANE

STREET

HILLSIDE AVE.

PARK

REMAINDER OF LOT 2, BLOCK 4 77146 SQ. FT.

KIRKBRIDE BLOCK

LOT

LOT BLOCK 4

ADDITION LOT 1



DEDICATED PUBLIC DRAINAGE AND UTILITY EASEMENTS



BEING 10.00 FEET IN WIDTH ADJOINING OUTSIDE BOUNDARY LINES, AND BEING 5.00 FEET IN WIDTH ADJOINING ALL INTERIOR LOT LINES, UNLESS OTHERWISE SHOWN ON THE PLAT.

PROPERTY OF THE OTTER TAIL COUNTY RECORDER

RESOLUTION # -2021  
RETIREMENT OF RODNEY LOKHORST

WHEREAS, Rodney Lokhorst has submitted his intent to retire effective October 29, 2021 and,

WHEREAS, Rod began employment at the City of Fergus Falls on August 19, 1991 as a Utility Maintenance/Light Equipment Operator at the burner and,

WHEREAS, he transferred to the position of a Custodian in Public Works on January 9, 1992 and,

WHEREAS, on April 27, 1993 he transferred to the position of a mechanic and he transferred to a Light Equipment Operator on April 18, 2019 and,

WHEREAS, on he became a Refuse Driver on May 13, 2019 where he has remained in this position until the present time,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Fergus Falls, Minnesota, to accept the resignation of Rodney Lokhorst and thank him for 30 years of dedicated service to the City of Fergus Falls.

The above and foregoing resolution was offered at a regular meeting of the City Council held on October 18, 2021 by Council Member who moved its adoption, was seconded by Council Member and adopted by the following vote:

AYES:  
NAYS:

Whereupon the above resolution was duly adopted.

ATTEST:

ADOPTED:

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Mayor

City Council Minutes  
October 4, 2021

The Fergus Falls City Council held a regular meeting on October 4, 2021 at 5:30 pm in the City Council Chambers. Pastor David Foss of Bethel Lutheran Church gave the invocation and the Pledge of Allegiance was recited. Mayor Schierer called the meeting to order at 5:32 pm. The following council members were in attendance: Gustafson, Hicks, Fish, Hagberg, Kvamme, Rufer, Thompson, and Arneson.

**Approval of Agenda**

A motion and second were made by Hicks and Gustafson to approve tonight's agenda with the addition of the Westridge Mall Development Agreement (new business) and the removal of two items from the consent agenda and the motion carried.

**Life Saving Award**

Chief of Public Safety Kile Bergren presented Life Saving Awards to Dustin Wynn, Todd Grothe, Anita Boatright, Mike Cieniawski, Kaylee Eckman, Robb Foreman and Abram Silbernagel for their efforts to help save the life of a seventeen year old who collapsed with a cardiac issue at a soccer game last month. He commended these people for their efforts and response to help others in need. Chief Bergren was also recognized and thanked for his actions that day.

**634 W Stanton Avenue**

There was a fire at 634 W Stanton Avenue in June of 2018. To date, the property owners have made no attempts to bring the property back to a livable condition. The city conducted an inspection of the property in July and determined the structure meets the definition of a nuisance by city and state standards. Staff is requesting the council adopt a resolution ordering the abatement and demolition of the structure as the property is in hazardous condition and has been deemed as a danger to the public. The City Attorney verified Irfan Beganovic and Kosa Beganovic are the owners of record and the proper notices of this hearing have been sent to the property owners. The order to demolish gives the owners 30 days to complete the work. If it is not complete at that time, the city will request action at District Court by authorizing summary enforcement to remove the building. If the city has to step in and complete the demolition work, the property owners would be invoiced for the expense and if the claim is not paid, it would be certified to the property taxes. A public hearing was opened. As no one appeared, the hearing was closed. Arneson offered **Resolution #207-2021** ordering the repair, removal or razing of hazardous property at 634 West Stanton Avenue, which was seconded by Thompson and was adopted.

**Retirement Resolution**

Fish offered **Resolution #208-2021** recognizing the acknowledging the retirement and ten years of service Len Taylor provided the Fergus Falls Fire Department, which was seconded by Hagberg and was adopted.

**Consent Agenda**

The following items were approved under **Resolution #209-2021** by Fish: Motion approving the minutes from the September 20, 2021 City Council meeting and the September 29, 2021 Committee of the Whole meeting. Motion approving the following licenses: Mechanical Gustafson Mechanical, Inc. Minnesota Lawful Gambling Permit Claire Ann Shover Nursery School for raffle on October 13

at Pebble Lake Golf Course. Tobacco Casey's General Store #1820 and Store #2161, Little Chief. Off-Sale 3.2% Malt Liquor Little Chief. **Resolution #210-2021** approving a resolution required to accompany the documents to receive state bonding funds for the downtown riverfront project. **Resolution #211-2021** accepting Moore Engineering's professional services agreement for final design and construction for PI 5314, the Union Avenue resurfacing project in the amount of \$170,900. **Resolution #212-2021** authorizing the submission of an Airport Rescue Grant in the amount of \$32,000. **Resolution #213-2021** approving a variance for a detached accessory building outside the rear one-third of the rear yard at 529 W Alcott Avenue as requested by Jess Schoon. Motion directing the City Attorney to draft an ordinance to rezone 1793, 1813, 1817 and 1825 Shoreview Drive (Lots 5 through 8 inclusive in Pebble Lakes Estates Addition) as requested by the City of Fergus Falls. Motion directing the City Attorney to draft ordinance changes to the Industrial and Business Zones and Accessory Buildings and Fences as requested by the Planning Commission. **Resolution #214-2021** accepting an amended Campus View Estates Development petition. **Resolution #215-2021** calling for a public hearing for the Dental Specialists tax abatement project for October 18, 2021 at 5:30 pm in the City Council Chambers. **Resolution #216-2021** decertifying Tax Increment District 4-8. The resolution was seconded by Hagberg and was adopted.

Kvamme requested the item pertaining to the reimbursement grant for Ferber Park be pulled from the agenda. He commented on city parks being positive attractions for the community and the niche that Ferber Park provides for bicycle enthusiasts. This \$78,000 grant has a \$26,000 matching requirement and he felt it was a good investment to provide the community with an asset for 1/3 of the overall cost. Staff confirmed the \$26,000 of matching funds has already been secured by Pedal Fergus Falls. A condition of the grant is the city's commitment to maintain the trail for a minimum of 20 years. Kvamme offered **Resolution #217-2021** accepting a reimbursement grant from the MN DNR for Ferber Park in the amount of \$78,000, which was seconded by Hicks and was adopted.

On August 16, 2021 the council adopted a resolution setting a public hearing for the use of TIF financing for the former dairy property. There has been a request to change the date from October 18 to November 1 to allow Baker Tilly to complete their analysis. Rufer offered **Resolution #218-2021** setting a public hearing for the use of Tax Increment Financing for the former mill property for November 1, 2021 at 5:30 pm in the City Council Chambers, which was seconded by Hicks and was adopted. Fish offered **Resolution #219-2021** approving updated language as required in the redevelopment grant request to DEED for the former mill project, which was seconded by Hagberg and was adopted.

### **Introduction of Property Sale at 725 W Maple Street**

After a home inspection of the property at 725 W Maple Street, the city has been asked to reduce the asking price by \$3,000 to \$142,000. City Code requires the introduction of city property at a meeting with final action taken at least ten days later. The final purchase will be considered at the October 18 council meeting.

### **Resolution of Accounts**

Fish offered a resolution authorizing the payments and claims in the amount of \$3,278,121.70, which was seconded by Hagberg and was adopted.

### **Westridge Mall Development Agreement**

Alex Schwarzhoff of Interstate Engineering addressed the council on behalf of the owners of the Westridge Mall. The owners entered into a Development Agreement with the city on July 6 (Resolution #138-2021) and the agreement was modified on September 7, 2021 (Resolution #190-2021) to allow more time for the work to be completed. The mall ownership is seeking an addendum to the Development Agreement to eliminate the requirement to separate the dedicated water and sanitary sewer lines from connections to privately owned water and sanitary sewer mains located in the parking lot or provide water service shut off valves accessible to the city. The request is being made as it has been difficult to secure the contractors and building materials to complete the work prior to closing on the property. The new buyer would like to bring in a new retail business into the additional square footage that is parceled off next to the existing Dollar Tree store and does not want to move a business in, then have to tear up their floors to accomplish the work after closing and they have indicated the deal will fall through if the mall cannot meet their obligations to the city. The mall ownership had a similar agreement when the theater was recently parceled off. There were concerns about the city not having any recourse if the mall is delinquent in their utility payments. The council requested the mall owners provide a copy of the agreement with the future owners detailing how they propose to share the utility lines. The information was requested for the next Committee of the Whole meeting with the council taking action at the October 18 City Council meeting.

The meeting adjourned at 6:09 pm.

*Lynne Olson*



City Council Work Session  
October 4, 2021

The Fergus Falls City Council held a work session on October 4, 2021 at 4:00 pm in the City Council Chambers to discuss the remaining state bonding funds for the former Regional Treatment Center. Mayor Schierer called the meeting to order at 4:00 pm and the following council members were in attendance: Gustafson, Hicks, Fish, Hagberg, Kvamme, Rufer, Thompson, and Arneson.

During the 2018 legislative session, the City received \$3,500,000 for demolition work on portions of the former Regional Treatment Center (RTC). The state funding was designated for use to redevelop the RTC campus and the money cannot be used to demolish the central tower or the U shaped building connected to the central tower. The state grant language states the appropriation can be used for the removal of debris, site preparation and remediation, hazardous material abatement and improvements for building envelope and structural integrity to stabilize existing buildings and structures for redevelopment or renovation. \$2,447,035.65 has been expended to date for Phase II (PI 9506). \$661,931.40 of the Phase 2 expenditures was funded by the balance of the Phase I grant. There is \$1,714,895.75 unexpended in the Phase 2 allocation. The Heritage Preservation Commission recently provided a letter urging the council to follow the RTC Master Plan recommendations to use the remaining funding from Phase 2 and stabilize the remaining structures. City Engineer Brian Yavarow asked Bruce Paulson from Stantec to join the meeting via zoom to review their "Selected Buildings and Tunnels Mothballing Study" from 2015 and outline the process of updating this work scope. Yavarow acknowledged the estimated costs need to be refined and the \$1.7 million will be insufficient to cover all proposed work.

Paulson reviewed their Phase 3 mothballing proposal they developed after reviewing the Master Plan recommendations. Their suggested course of action would include stabilization of the exterior of the buildings and provide interior ventilation to improve the indoor air quality. The buildings are prioritized in the following order:

- Building 1- Administrative Building (Central Tower)
- Building 23- East Detached Wing
- Building 27- West Detached Wing
- Building 22- East Center Wing
- Building 26- West Center Wing
- Building 24- Northeast Wing
- Building 28- Southwest Wing
- Building 29- Memorial Building

Most of the buildings need replacement or repair of the exterior windows and air handling units to get air circulating. Mold needs to be abated and electrical service needs to be upgraded to provide power for new mechanical ventilation systems. Face brick mortar joints and damaged face brick needs to be addressed on many of the buildings for public safety purposes. Building 27 has the most exterior brick deterioration and a cost estimate to repair the damage back in 2015 was \$345,000. The roofs on Buildings 22, 24, 26 and 28 were repaired three years ago, but leaks in multiple other buildings have led to further mold and air quality issues throughout the structures. The city can make improvements to stabilize the buildings if there is not a developer that will benefit from the progress. Past interpretations from state agencies have agreed remodeling the structures would not be allowed, but building envelope, stabilization, mothballing etc. would qualify as a use for the funds. The city will

need to seek approval of the State Historic Preservation Office (SHPO) and the Minnesota Department of Employment and Economic Development to confirm this is still valid prior to conducting the proposed work.

The council found it difficult to make any decisions without having updated cost estimates for these projects. They would like to focus on what is possible with the existing \$1.7 million and determine how far those funds would stretch into the building prioritization schedule. Council members expressed concerns with the vandalism that has taken place and inquired if a perimeter fence and other security measures could be installed to deter people from breaking in and causing even further damage. There were questions about the cost to board up windows for a facility of this size. Preservation of the tower is the city's main priority. Paulson reviewed the challenges of not only getting better air circulation, but of improving the air quality. He reviewed options to isolate Buildings 1, 23 and 27 by sealing off the connecting links and only focusing efforts in these areas. Buildings 24 and 28 are the connecting links to 23 and 27 and SHPO has previously indicated these links could be removed as they are not historically significant. The council discussed which buildings would be most likely to be redeveloped beyond the tower and agreed it was not prudent to put money into buildings that would possibly be demolished. The council was reminded they have the ability to seek legislative changes to the existing language. Kvamme said the city should have a goal for redevelopment and referred to the Master Plan that proposed the most possible redevelopment of the buildings is housing. He felt the RTC is one of the biggest influencing factors in the city's history and its significance should be highlighted during the city's 150<sup>th</sup> year celebration in 2022. He would like to see the tower open for tours next summer and suggested two courses of action: 1. Stop further deterioration by fixing the roofs. 2. Seal off the connecting links, clean the tower, remove mold, update lighting and provide access in the tower.

Rufer was skeptical of redevelopment beyond the central tower and the amount of time it would take for a project to be completed. He was only in favor of only using the remaining state funds on the tower building. Thompson agreed, but felt removing the connecting links could help spur interest in Buildings 23 and 27 if they stood alone. He was concerned with the placement of the elevator shafts and the expense to replace these if the connection links were removed. Paulson said it would be possible to leave the shafts as is and still remove the connection links. Hicks asked how the cost estimate work by Stantec would be funded. He felt it would be difficult to secure quotes with so much work to be done with limited funds. Bill Sonmor reported there is \$32,000 remaining of the original \$1 million the state provided the city in 2007 for holding costs. It was suggested cost estimates only be secured for roofing and ventilation projects on Buildings 1, 23 and 27. Yavarow said they would update the cost estimates bring information back to the council in an ala carte format and include projected costs for the perimeter fencing. A public improvement project would be initiated to charge the work to. Gathering cost estimates does not tie the city into bidding on any projects. Laurie Mullen, 2840 Lakewood Drive suggested the city contact SHPO about mold remediation grants and to contact a preservation group from Duluth to help with clean up and boarding up windows once the mold have been remediated.

The meeting adjourned at 4:54 pm.

*Lynne Olson*

Committee of the Whole Meeting  
October 13, 2021

The Fergus Falls City Council held a Committee of the Whole meeting on October 13, 2021 at 7:00 am in the City Council Chambers. Mayor Schierer called the meeting to order and the following council members were Gustafson, Hicks, Hagberg, Rufer, Thompson, and Arneson. Fish and Kvamme were absent.

**Chamber of Commerce 135<sup>th</sup> Anniversary**

Chamber President Lisa Workman shared the 135 year history of the Fergus Falls Chamber of Commerce. She highlighted their focuses and activities throughout the decades. She outlined the seven initiatives they will be undertaking in 2022 and beyond.

**Zoning Code Subcommittee**

The Planning Commission requested the formation of a joint sub-committee comprised of two Planning Commission members and two City Council members to study a proposed ordinance change for group living situations. A motion and second were made by Rufer and Thompson to recommend the council authorize the formation of the sub-committee and appoint Council Members Kvamme and Fish to participate as the City Council representatives and the motion carried.

**PI 9768 Prevailing Wage Change Order**

Kevin Bittner of Bolton and Menk reviewed the recent request for a change order to PI 9768, the Downtown Riverfront project. The change order is necessary to incorporate the prevailing wages into the contract as state money is being used as one of the funding sources. The change order increases the contract by \$662,616. Bolton and Menk will make the project whole by reducing their budget and withholding invoices for Phase I while reducing their fees on Phase II of the project. A motion and second were made by Arneson and Thompson to recommend the council approve a change order to PI 9768 for prevailing wages and the motion carried.

**PI 9768 Proposal Request**

Staff has proposed a change order to PI 9768, the Downtown Riverfront project to install downspouts on five businesses adjacent to the project. The downspouts are \$3,874.50 each and would be connected into the city's storm sewer system. The \$19,372.50 project cost would be funded by the Storm Sewer Enterprise Fund. A motion and second were made by Hagberg and Rufer to recommend the council approve Proposal Request No. 4, the building downspout connections in the amount of \$3,874.50 each and the motion carried.

**Westridge Mall Agreement**

The Westridge Mall owner asked to have their Development Agreement amended to omit the city's requirement of water and sewer line separations for the newly platted area the mall will be selling. Council members had been concerned the city would not be allowed to shut water off to the facility for delinquent utility services as this would also shut off water to the fire suppression system. The City Engineer and Building Inspector believe the domestic water system can be isolated from the system and not affect the fire suppressions system, thus allowing the city legal access to the water valve giving them the ability to shut off water services if needed. A motion and second were made by Thompson and Gustafson to recommend the council approve a modification to the Development Agreement for the WestRidge Mall and the motion carried.

**Façade Loan TG Property**

Business Development for Fergus Falls reviewed and recommended a façade loan for TG Property LLC in the amount of \$5,560. TG Property has closed on the property at 116 E Lincoln Avenue and will be renovating the building to accommodate eight psychotherapy offices. The city's loan would be in the third position as collateral for the loan. A motion and second were made by Hicks and Gustafson to recommend the council approve a \$5,560 façade loan to TG Property LLC and the motion carried.

**Economic Development Loan for Flower Mill**

Business Development for Fergus Falls reviewed and recommended a \$28,000 economic development loan to Bill and Leanne Meis for their downtown business anchor, the Flower Mill. They plan to use the funds to remove and replace the current roof at the building located at 205 W Lincoln Avenue. The city would be in the second position for collateral on this loan. A motion and second were made by Hicks and Hagberg to recommend the council approve an economic development loan for Bill and Leanne Meis and the motion carried.

The meeting adjourned at 7:27 am

*Lynne Olson*

FOR COUNCIL MEETING—OCTOBER 18, 2021

**APPROVALS ON ALL LICENSES ARE CONTINGENT UPON PAPERWORK BEING FILLED OUT CORRECTLY AND COMPLETELY, AND ALL INSURANCES AND BONDS BEING CURRENT.**

Tobacco-2022

King Tobacco  
Miller & Holmes  
Lakeway Express  
Olson Oil Company

Paving - 2021

B & D Concrete LLC

Mechanical – 2021

Hibernian Plumbing LLC

Full Liquor License-2022

VFW Post 612

Off Sale 3.2% Malt Liquor License – 2022

Lakeway Express

Excavating-2021

Budke Excavating



## Committee of the Whole Memorandum

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Page 1 of 2

**Meeting Date:** October 13, 2021 – Committee of the Whole

**Subject:** Joint Planning Commission/City Council Zoning Code Subcommittee

**Recommendation:** Authorize the Planning Commission to create a subcommittee to study a zoning ordinance change for group living situations and designate two City Council members to serve on the subcommittee.

**Background/Key Points:** Earlier this summer, a community organization (“Welcome House”) sought to purchase a single family detached dwelling zoned R-1, One-Family Residence District. They wanted to provide transitional housing. The rooms would be rented out and the kitchen and bathroom facilities would be shared by all residents. The proposed use would have had more than five unrelated people living together and therefore was not considered a permitted use in the R-1 zone. The use also did not qualify as a state licensed residential facility which would have allowed them to apply for a conditional use permit.

The organization addressed the Planning Commission at its July 26, 2021 meeting to discuss the zoning barriers to their proposed project. At that meeting the Planning Commission directed staff to research a zoning text ordinance update to accommodate group homes which do not meet the definition of a state licensed residential facility. This requested research was presented to the Planning Commission at the August and September meetings.

Due to the complexity of the topic, the length between Planning Commission meetings, and the limited time during the meetings, it was suggested to explore forming a subcommittee dedicated to this topic. This subcommittee would identify the city’s priorities in a zoning code update such as determining the scope of changes, appropriate locations and zoning districts for the use, definitions, number of people who could reside in such a facility, etc. and bring a discussion draft of an ordinance update to the Planning Commission. Because the ordinance would eventually come before the City Council, the Planning Commission also wanted to explore the possibility of having a few City Council members on the subcommittee.

In consultation with the City Attorney, it was determined a Planning Commission subcommittee would need to be authorized by the City Council. It is also possible for members of the Council to serve on the subcommittee in addition to Planning Commission members. Subcommittee meetings would be subject to Minnesota open meeting law.

The purpose of this item at the October 13 Committee of the Whole meeting is to answer questions as well as identify approximately two City Council volunteers for the subcommittee. Official Council action creating the subcommittee and naming the City Council volunteers would be on the October 18 City Council agenda.

Planning Commission materials on this topic can be found in the July, August, and September 2021 meeting packets online at <https://www.ci.fergus-falls.mn.us/government/boards-commissions/planning-commission>.

**Budgetary Impact:** None

**Originating Department:** Community Development

**Respectfully Submitted:** Karin Flom, City Planner



**BOLTON  
& MENK**

Real People. Real Solutions.

2040 Highway 12 East  
Willmar, MN 56201-5818

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Fax: (320) 231-9710  
Bolton-Menk.com

October 5, 2021

Mr. Brian Yavarow  
City of Fergus Falls  
112 W Washington Avenue  
Fergus Falls Minnesota 56537

RE: Downtown Riverfront Improvements Phase 1  
City of Fergus Falls, Minnesota  
BMI Project No. D15.116888

Dear Brian:

As we have previously discussed, the Downtown Riverfront Improvements Phase 1 project received funding from the State of Minnesota, and prevailing wages are required to be incorporated into the contract. The enclosed Change Order 1 adds the prevailing wage provisions into the contract. It also adjusts the contract unit prices to reflect the prevailing wages that the Contractor is required to pay on the project.

This Change Order increases the contract amount by \$662,616.00. The contract price after incorporating this Change Order will be \$3,876,216.00. We have reviewed the Contractor's documentation for the price increases, and we recommend approval of the Change Order.

Please contact me at [Kent.Louwagie@bolton-menk.com](mailto:Kent.Louwagie@bolton-menk.com) or 320-905-5446 with any questions or concerns.

Sincerely,

**Bolton & Menk, Inc.**

**Kent Louwagie, P.E.**

Principal Engineer

Enclosures



**CHANGE ORDER NO.: 1**


Owner:	City of Fergus Falls	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	D15.116888
Contractor:	Comstock Construction of Minnesota	Contractor's Project No.:	
Project:	Downtown Riverfront Improvements Phase 1		
Contract Name:			
Date Issued:	10/4/2021	Effective Date of Change Order:	5/3/2021

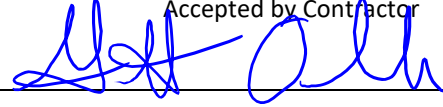
The Contract is modified as follows upon execution of this Change Order:

Description: Incorporate State Prevailing Wages and associated provisions into the contract.

Attachments:                 Schedule of Unit Prices – Revision 1  
                                       State Funded Construction Contracts Special Provisions Division A – Labor  
                                       State Prevailing Wages – Highway and Heavy  
                                       State Prevailing Wages – Commercial  
                                       Truck Rental Rates  
                                       Equal Employment Opportunity (EEO) Special Provisions (pages 1-22)

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>3,213,600.00</u>	Original Contract Times: Substantial Completion: <u>11/30/2021</u> Ready for final payment: <u>7/31/2022</u>
<b>[Increase] [Decrease]</b> from previously approved Change Orders No. 1 to No. : \$ <u>NA</u>	<b>[Increase] [Decrease]</b> from previously approved Change Orders No.1 to No. : Substantial Completion: <u>NA</u> Ready for final payment: <u>NA</u>
Contract Price prior to this Change Order: \$ <u>3,213,600.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>11/30/2021</u> Ready for final payment: <u>7/31/2022</u>
<b>Increase</b> this Change Order: \$ <u>662,616.00</u>	<b>[Increase] [Decrease]</b> this Change Order: Substantial Completion: <u>NA</u> Ready for final payment: <u>NA</u>
Contract Price incorporating this Change Order: \$ <u>3,876,216.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>11/30/2021</u> Ready for final payment: <u>7/31/2022</u>

Recommended by Engineer (if required)  
 By:   
 Title: Principal Engineer  
 Date: 10/4/2021

Accepted by Contractor  
  
Project Manager  
10/5/2021

Authorized by Owner  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Approved by Funding Agency (if applicable)  
 NA  
 \_\_\_\_\_  
 NA  
 \_\_\_\_\_  
 NA  
 \_\_\_\_\_

# SCHEDULE OF UNIT PRICES - REVISION 1

DOWNTOWN RIVERFRONT IMPROVEMENTS PHASE 1  
 CITY OF FERGUS FALLS, MN  
 BMI PROJECT NO. D15.116888

CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices:

NOTE: PRICES include sales tax and all applicable taxes and fees.

CY (LV) = Cubic Yards, Loose Volume

CY (CV) = Cubic Yards, Compacted Volume (Measured in Place)

(P)=Planned Quantity Basis of Measurement

ITEM NO.	ITEM	NOTES	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT
<b>BASE BID - ORIGINAL CONTACT UNIT PRICES</b>						
1	MOBILIZATION		1	LS	\$ 237,249.90	\$ 237,249.90
2	CLEARING		38	TREE	\$ 160.00	\$ 6,080.00
3	GRUBBING		38	TREE	\$ 160.00	\$ 6,080.00
4	REMOVE HYDRANT		2	EA	\$ 265.00	\$ 530.00
5	REMOVE CONCRETE CURB		1000	LF	\$ 3.70	\$ 3,700.00
6	REMOVE SIGN		27	EA	\$ 42.00	\$ 1,134.00
7	REMOVE WATERMAIN		115	LF	\$ 4.00	\$ 460.00
8	SALVAGE BIKE RACK		1	EA	\$ 180.00	\$ 180.00
9	REMOVE SEWER PIPE (STORM)		150	LF	\$ 8.50	\$ 1,275.00
10	REMOVE DRAINAGE STRUCTURE		3	EA	\$ 318.00	\$ 954.00
11	REMOVE CASTING		11	EA	\$ 53.00	\$ 583.00
12	REMOVE BOLLARD		31	EA	\$ 80.00	\$ 2,480.00
13	REMOVE FENCE		13	LF	\$ 13.00	\$ 169.00
14	SAWING CONCRETE PAVEMENT (FULL DEPTH)		105	LF	\$ 4.00	\$ 420.00
15	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)		155	LF	\$ 3.00	\$ 465.00
16	REMOVE CONCRETE PAVEMENT		790	SY	\$ 8.40	\$ 6,636.00
17	REMOVE BITUMINOUS PAVEMENT		9100	SY	\$ 2.40	\$ 21,840.00
18	REMOVE RETAINING WALL BLOCK		325	SF	\$ 27.00	\$ 8,775.00
19	REMOVE BURIED CONCRETE DEBRIS	(EV)	100	CY	\$ 26.00	\$ 2,600.00
20	SALVAGE & REINSTALL SIGN SPECIAL		1	EA	\$ 265.00	\$ 265.00
21	SALVAGE & REINSTALL EXISTING DRystack RETAINING WALL		600	SF	\$ 25.00	\$ 15,000.00
22	COMMON EXCAVATION	(P) (EV)	5249	CY	\$ 14.00	\$ 73,486.00
23	SUBGRADE EXCAVATION	(EV)	787	CY	\$ 14.00	\$ 11,018.00
24	STABILIZING AGGREGATE	(CV)	787	CY	\$ 56.00	\$ 44,072.00
25	BUILDING SUBGRADE EXCAVATION	(EV)	5000	CY	\$ 13.00	\$ 65,000.00
26	BUILDING ENGINEERED FILL	(CV)	5000	CY	\$ 19.00	\$ 95,000.00
27	STRUCTURAL SOIL BORROW	(CV)	245	CY	\$ 100.00	\$ 24,500.00
28	WATER (DUST CONTROL)		50	MGAL	\$ 140.00	\$ 7,000.00
29	WATER (TURF ESTABLISHMENT)		50	MGAL	\$ 48.00	\$ 2,400.00
30	AGGREGATE BASE CLASS 5		4215	TON	\$ 17.00	\$ 71,655.00
31	DRILL & GROUT REINF BARS		1785	EA	\$ 19.00	\$ 33,915.00
32	BITUMINOUS MATERIAL FOR TACK COAT		490	GAL	\$ 3.00	\$ 1,470.00
33	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)		555	TON	\$ 74.00	\$ 41,070.00
34	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)		920	TON	\$ 72.00	\$ 66,240.00
35	BITMINOUS PATCH		100	SY	\$ 18.00	\$ 1,800.00
36	GEOTEXTILE FABRIC TYPE 5 WOVEN		5000	SY	\$ 2.25	\$ 11,250.00
37	6" CONCRETE WALK		12968	SF	\$ 9.40	\$ 121,899.20
38	6" CONCRETE WALK SPECIAL 1		5088	SF	\$ 21.00	\$ 106,848.00
39	6" CONCRETE WALK SPECIAL 2		3388	SF	\$ 19.00	\$ 64,372.00
40	REINFORCED POURED-IN-PLACE CONCRETE RETAINING WALL		1	LS	\$ 43,250.00	\$ 43,250.00
41	ELECTRIC RECEPTACLE WITH STANCHION		11	EA	\$ 860.00	\$ 9,460.00
42	USB CHARGING PEDESTAL		2	EA	\$ 3,600.00	\$ 7,200.00

# SCHEDULE OF UNIT PRICES - REVISION 1

DOWNTOWN RIVERFRONT IMPROVEMENTS PHASE 1  
 CITY OF FERGUS FALLS, MN  
 BMI PROJECT NO. D15.116888

CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices:

NOTE: PRICES include sales tax and all applicable taxes and fees.

CY (LV) = Cubic Yards, Loose Volume

CY (CV) = Cubic Yards, Compacted Volume (Measured in Place)

(P)=Planned Quantity Basis of Measurement

ITEM NO.	ITEM	NOTES	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT
43	6" PVC STORM		105	LF	\$ 31.40	\$ 3,297.00
44	ROOF DRAIN CONNECTION ASSEMBLY		2	EA	\$ 570.00	\$ 1,140.00
45	8" PVC PIPE SEWER (SDR 26)		394	LF	\$ 80.00	\$ 31,520.00
46	15" STORM PIPE		84	LF	\$ 66.00	\$ 5,544.00
47	12" STORM PIPE		298	LF	\$ 59.00	\$ 17,582.00
48	CONNECT TO EXISTING SANITARY STRUCTURE		1	EA	\$ 2,225.00	\$ 2,225.00
49	CONNECT TO EXISTING DRAINAGE STRUCTURE		4	EA	\$ 1,600.00	\$ 6,400.00
50	HYDRANT		1	EA	\$ 5,400.00	\$ 5,400.00
51	6" GATE VALVE AND BOX		1	EA	\$ 1,900.00	\$ 1,900.00
52	2" CORPORATION STOP		1	EA	\$ 890.00	\$ 890.00
53	2" DRAINBACK CURB STOP AND BOX		1	EA	\$ 1,100.00	\$ 1,100.00
54	CONNECT TO EXISTING WATERMAIN		3	EA	\$ 900.00	\$ 2,700.00
55	2" PE SERVICE PIPE		300	LF	\$ 34.00	\$ 10,200.00
56	6" WATERMAIN		106	LF	\$ 54.00	\$ 5,724.00
57	WATERMAIN FITTINGS		165	LB	\$ 19.00	\$ 3,135.00
58	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020		11.98	LF	\$ 680.00	\$ 8,146.40
59	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4022		16.36	LF	\$ 700.00	\$ 11,452.00
60	MH PIPE SKIMMER		2	EA	\$ 1,800.00	\$ 3,600.00
61	TRENCH DRAIN		100	LF	\$ 190.00	\$ 19,000.00
62	CLEANOUT		1	EA	\$ 212.00	\$ 212.00
63	CASTING ASSEMBLY (SANITARY)		3	EA	\$ 900.00	\$ 2,700.00
64	CASTING ASSEMBLY (STORM)		16	EA	\$ 1,210.00	\$ 19,360.00
65	INSTALL MANHOLE (SANITARY)		9.2	LF	\$ 940.00	\$ 8,648.00
66	CONSTRUCT DRAINAGE STRUCTURE (2'X3' CATCHBASIN)		20.56	LF	\$ 550.00	\$ 11,308.00
67	ADJUST DRAINAGE STRUCTURE SPECIAL 1	(2)	1	EA	\$ 1,200.00	\$ 1,200.00
68	ADJUST DRAINAGE STRUCTURE SPECIAL 2	(3)	2	EA	\$ 2,700.00	\$ 5,400.00
69	6" CONCRETE WALK (PEDESTRIAN RAMP)		750	SF	\$ 16.50	\$ 12,375.00
70	4" CONCRETE WALK		4000	SF	\$ 6.50	\$ 26,000.00
71	CONCRETE CURB AND GUTTER (B618)		1450	LF	\$ 30.00	\$ 43,500.00
72	CONCRETE CURB AND GUTTER (SURMOUNTABLE)		450	LF	\$ 27.60	\$ 12,420.00
73	CONCRETE CURB AND GUTTER (V-CURB)		420	LF	\$ 51.00	\$ 21,420.00
74	8" CONCRETE DRIVEWAY PAVEMENT		290	SY	\$ 88.00	\$ 25,520.00
75	8" VALLEY GUTTER		380	LF	\$ 46.00	\$ 17,480.00
76	TRUNCATED DOMES		236	SF	\$ 69.00	\$ 16,284.00
77	BENCH TYPE 1, 6' BACKLESS		5	EA	\$ 1,300.00	\$ 6,500.00
78	BENCH TYPE 2, 6' WITH BACK		2	EA	\$ 1,500.00	\$ 3,000.00
79	BENCH TYPE 3, 8' WITH BACK		2	EA	\$ 1,600.00	\$ 3,200.00
80	LIMESTONE BENCH, 18"X18"X4'		5	EA	\$ 1,110.00	\$ 5,550.00
81	LIMESTONE BLOCK, 18"X18"X18"		24	EA	\$ 650.00	\$ 15,600.00
82	WASTE RECEPTACLE		3	EA	\$ 1,600.00	\$ 4,800.00
83	WAYFINDING KIOSK		1	EA	\$ 31,800.00	\$ 31,800.00
84	UPLIGHT ON CONCRETE BASE		6	EA	\$ 1,550.00	\$ 9,300.00
85	2" NON-METALLIC CONDUIT	(1)	925	LF	\$ 5.00	\$ 4,625.00
86	FENCE DESIGN SPECIAL (TYPE A)		450	LF	\$ 212.00	\$ 95,400.00

# SCHEDULE OF UNIT PRICES - REVISION 1

DOWNTOWN RIVERFRONT IMPROVEMENTS PHASE 1  
 CITY OF FERGUS FALLS, MN  
 BMI PROJECT NO. D15.116888

CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices:

NOTE: PRICES include sales tax and all applicable taxes and fees.

CY (LV) = Cubic Yards, Loose Volume

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(P)=Planned Quantity Basis of Measurement

ITEM NO.	ITEM	NOTES	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT
87	TRAFFIC CONTROL		1	LS	\$ 6,400.00	\$ 6,400.00
88	SIGN TYPE C		15.25	SF	\$ 160.00	\$ 2,440.00
89	DECIDUOUS TREE, 2.5" CAL. B&B		17	TREE	\$ 470.00	\$ 7,990.00
90	DECIDUOUS TREE, 6' HT. B&B		6	TREE	\$ 403.00	\$ 2,418.00
91	DECIDUOUS SHRUB, #5 CONT.		76	SHRB	\$ 51.00	\$ 3,876.00
92	VINE, #1 CONT.		45	VINE	\$ 34.00	\$ 1,530.00
93	ORNAMENTAL GRASS, #1 CONT.		358	PLT	\$ 23.00	\$ 8,234.00
94	PERENNIAL, #1 CONT.		216	PLT	\$ 18.00	\$ 3,888.00
95	TREE GRATE WITH FRAME		7	EA	\$ 2,700.00	\$ 18,900.00
96	STORM DRAIN INLET PROTECTION		21	EA	\$ 117.00	\$ 2,457.00
97	RAPID STABILIZATION METHOD 3		3000	SY	\$ 1.75	\$ 5,250.00
98	STABILIZED CONSTRUCTION EXIT		2	EA	\$ 2,600.00	\$ 5,200.00
99	SILT FENCE		400	LF	\$ 2.00	\$ 800.00
100	SEDIMENT CONTROL LOG TYPE COMPOST		800	LF	\$ 2.30	\$ 1,840.00
101	SHREDDED HARDWOOD MULCH, TYPE 6		40	CY	\$ 80.00	\$ 3,200.00
102	PAVT MSSG - TEMP PAINT (HANDICAP)		6	EA	\$ 80.00	\$ 480.00
103	PAVT MSSG - TEMP PAINT (BIKE)		1	EA	\$ 96.00	\$ 96.00
104	4" BROKEN YELLOW-TEMP PAINT		35	LF	\$ 1.10	\$ 38.50
105	4" SOLID LINE WHITE-TEMP PAINT		3350	LF	\$ 0.60	\$ 2,010.00
106	PAVT MSSG - PREF THERMO (GR IN) (HANDICAP)		6	EA	\$ 360.00	\$ 2,160.00
107	PAVT MSSG - PREF THERMO (GR IN) (BIKE)		1	EA	\$ 425.00	\$ 425.00
108	4" BROKEN YELLOW-EPOXY		35	LF	\$ 3.00	\$ 105.00
109	4" SOLID LINE WHITE-EPOXY		3350	LF	\$ 2.00	\$ 6,700.00
110	TOPSOIL BORROW (SPECIAL)	(LV)	150	CY	\$ 27.00	\$ 4,050.00
111	DONOR INTERPRETIVE COLUMN WITH PLAQUE		1	LS	\$ 11,000.00	\$ 11,000.00
112	LIMESTONE BOULDER, NATURAL STACKING		10	EA	\$ 1,300.00	\$ 13,000.00
113	ENTRY ARCHWAY		2	EA	\$ 77,500.00	\$ 155,000.00
114	NATIVE SEED MIX		1500	SY	\$ 2.00	\$ 3,000.00
115	STRING LIGHTS W/ POLES		1	LS	\$ 37,100.00	\$ 37,100.00
116	SITE ELECTRICAL		1	LS	\$ 18,700.00	\$ 18,700.00
117	MARKET STRUCTURE WITH RESTROOM/STORAGE BUILDING		1	LS	\$ 935,774.00	\$ 935,774.00
118	PICNIC TABLE	(4)	4	EA	\$ 2,775.00	\$ 11,100.00
119	ELECTRICAL (3 SEASON PORTION OF THE STRUCTURE)	(4)	1	LS	\$ 26,000.00	\$ 26,000.00
120	MARKET STRUCTURE OVERHEAD GARAGE DOOR	(4)	7	EA	\$ 9,300.00	\$ 65,100.00
121	WATER SYSTEM (3 SEASON OVERHEAD WATER SYSTEM)	(4)	1	LS	\$ 16,000.00	\$ 16,000.00
122	HEAT SOURCE (3 SEASON HEAT SYSTEM)	(4)	1	LS	\$ 30,000.00	\$ 30,000.00
123	DUMPSTER PAD & SCREEN FENCE	(4)	5	EA	\$ 5,000.00	\$ 25,000.00
124	IRRIGATION SYSTEM	(4)	1	LS	\$ 12,000.00	\$ 12,000.00
<b>Total Amount Original Contract =</b>						<b>\$ 3,213,600.00</b>

## UNIT PRICE ADJUSTMENT DUE TO PREVAILING WAGES

1	MOBILIZATION		1	LS	\$ 45,736.95	\$ 45,736.95
2	CLEARING		38	TREE	\$ 104.00	\$ 3,952.00
3	GRUBBING		38	TREE	\$ 104.00	\$ 3,952.00

# SCHEDULE OF UNIT PRICES - REVISION 1

DOWNTOWN RIVERFRONT IMPROVEMENTS PHASE 1  
 CITY OF FERGUS FALLS, MN  
 BMI PROJECT NO. D15.116888

CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices:

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(P)=Planned Quantity Basis of Measurement

ITEM NO.	ITEM	NOTES	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT
4	REMOVE HYDRANT		2	EA	\$ 175.00	\$ 350.00
5	REMOVE CONCRETE CURB		1000	LF	\$ 2.50	\$ 2,500.00
6	REMOVE SIGN		27	EA	\$ 6.00	\$ 162.00
7	REMOVE WATERMAIN		115	LF	\$ 3.05	\$ 350.75
8	SALVAGE BIKE RACK		1	EA	\$ -	\$ -
9	REMOVE SEWER PIPE (STORM)		150	LF	\$ 5.60	\$ 840.00
10	REMOVE DRAINAGE STRUCTURE		3	EA	\$ 212.00	\$ 636.00
11	REMOVE CASTING		11	EA	\$ 35.00	\$ 385.00
12	REMOVE BOLLARD		31	EA	\$ 52.00	\$ 1,612.00
13	REMOVE FENCE		13	LF	\$ 8.00	\$ 104.00
14	SAWING CONCRETE PAVEMENT (FULL DEPTH)		105	LF	\$ 2.20	\$ 231.00
15	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)		155	LF	\$ 1.85	\$ 286.75
16	REMOVE CONCRETE PAVEMENT		790	SY	\$ 5.60	\$ 4,424.00
17	REMOVE BITUMINOUS PAVEMENT		9100	SY	\$ 1.65	\$ 15,015.00
18	REMOVE RETAINING WALL BLOCK		325	SF	\$ 1.00	\$ 325.00
19	REMOVE BURIED CONCRETE DEBRIS	(EV)	100	CY	\$ 7.00	\$ 700.00
20	SALVAGE & REINSTALL SIGN SPECIAL		1	EA	\$ 40.00	\$ 40.00
21	SALVAGE & REINSTALL EXISTING DRystack RETAINING WALL		600	SF	\$ 5.00	\$ 3,000.00
22	COMMON EXCAVATION	(P) (EV)	5249	CY	\$ 9.00	\$ 47,241.00
23	SUBGRADE EXCAVATION	(EV)	787	CY	\$ 9.00	\$ 7,083.00
24	STABILIZING AGGREGATE	(CV)	787	CY	\$ 6.00	\$ 4,722.00
25	BUILDING SUBGRADE EXCAVATION	(EV)	5000	CY	\$ 10.00	\$ 50,000.00
26	BUILDING ENGINEERED FILL	(CV)	5000	CY	\$ 11.70	\$ 58,500.00
27	STRUCTURAL SOIL BORROW	(CV)	245	CY	\$ 1.00	\$ 245.00
28	WATER (DUST CONTROL)		50	MGAL	\$ 84.00	\$ 4,200.00
29	WATER (TURF ESTABLISHMENT)		50	MGAL	\$ 0.80	\$ 40.00
30	AGGREGATE BASE CLASS 5		4215	TON	\$ 6.20	\$ 26,133.00
31	DRILL & GROUT REINF BARS		1785	EA	\$ 1.15	\$ 2,052.75
32	BITUMINOUS MATERIAL FOR TACK COAT		490	GAL	\$ -	\$ -
33	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)		555	TON	\$ 6.00	\$ 3,330.00
34	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)		920	TON	\$ 4.00	\$ 3,680.00
35	BITMINOUS PATCH		100	SY	\$ 2.50	\$ 250.00
36	GEOTEXTILE FABRIC TYPE 5 WOVEN		5000	SY	\$ 1.05	\$ 5,250.00
37	6" CONCRETE WALK		12968	SF	\$ 1.60	\$ 20,748.80
38	6" CONCRETE WALK SPECIAL 1		5088	SF	\$ -	\$ -
39	6" CONCRETE WALK SPECIAL 2		3388	SF	\$ 1.00	\$ 3,388.00
40	REINFORCED POURED-IN-PLACE CONCRETE RETAINING WALL		1	LS	\$ 16,150.00	\$ 16,150.00
41	ELECTRIC RECEPTACLE WITH STANCHION		11	EA	\$ 41.00	\$ 451.00
42	USB CHARGING PEDESTAL		2	EA	\$ 100.00	\$ 200.00
43	6" PVC STORM		105	LF	\$ 17.60	\$ 1,848.00
44	ROOF DRAIN CONNECTION ASSEMBLY		2	EA	\$ -	\$ -
45	8" PVC PIPE SEWER (SDR 26)		394	LF	\$ 46.00	\$ 18,124.00
46	15" STORM PIPE		84	LF	\$ 25.00	\$ 2,100.00
47	12" STORM PIPE		298	LF	\$ 24.00	\$ 7,152.00

# SCHEDULE OF UNIT PRICES - REVISION 1

DOWNTOWN RIVERFRONT IMPROVEMENTS PHASE 1

CITY OF FERGUS FALLS, MN

BMI PROJECT NO. D15.116888

CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices:

NOTE: PRICES include sales tax and all applicable taxes and fees.

CY (LV) = Cubic Yards, Loose Volume

CY (CV) = Cubic Yards, Compacted Volume (Measured in Place)

(P)=Planned Quantity Basis of Measurement

ITEM NO.	ITEM	NOTES	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT
48	CONNECT TO EXISTING SANITARY STRUCURE		1	EA	\$ 1,475.00	\$ 1,475.00
49	CONNECT TO EXISTING DRAINAGE STRUCTURE		4	EA	\$ 1,040.00	\$ 4,160.00
50	HYDRANT		1	EA	\$ 825.00	\$ 825.00
51	6" GATE VALVE AND BOX		1	EA	\$ 300.00	\$ 300.00
52	2" CORPORATION STOP		1	EA	\$ 310.00	\$ 310.00
53	2" DRAINBACK CURB STOP AND BOX		1	EA	\$ 300.00	\$ 300.00
54	CONNECT TO EXISTING WATERMAIN		3	EA	\$ 400.00	\$ 1,200.00
55	2" PE SERVICE PIPE		300	LF	\$ 14.00	\$ 4,200.00
56	6" WATERMAIN		106	LF	\$ 28.00	\$ 2,968.00
57	WATERMAIN FITTINGS		165	LB	\$ 8.00	\$ 1,320.00
58	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020		11.98	LF	\$ 300.00	\$ 3,594.00
59	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4022		16.36	LF	\$ 300.00	\$ 4,908.00
60	MH PIPE SKIMMER		2	EA	\$ 600.00	\$ 1,200.00
61	TRENCH DRAIN		100	LF	\$ -	\$ -
62	CLEANOUT		1	EA	\$ -	\$ -
63	CASTING ASSEMBLY (SANITARY)		3	EA	\$ 165.00	\$ 495.00
64	CASTING ASSEMBLY (STORM)		16	EA	\$ 180.00	\$ 2,880.00
65	INSTALL MANHOLE (SANITARY)		9.2	LF	\$ 310.00	\$ 2,852.00
66	CONSTRUCT DRAINAGE STRUCTURE (2'X3' CATCHBASIN)		20.56	LF	\$ 200.00	\$ 4,112.00
67	ADJUST DRAINAGE STRUCTURE SPECIAL 1	(2)	1	EA	\$ 700.00	\$ 700.00
68	ADJSUT DRAINAGE STRUCTURE SPECIAL 2	(3)	2	EA	\$ 740.00	\$ 1,480.00
69	6" CONCRETE WALK (PEDESTRIAN RAMP)		750	SF	\$ 0.50	\$ 375.00
70	4" CONCRETE WALK		4000	SF	\$ 1.50	\$ 6,000.00
71	CONCRETE CURB AND GUTTER (B618)		1450	LF	\$ 4.00	\$ 5,800.00
72	CONCRETE CURB AND GUTTER (SURMOUNTABLE)		450	LF	\$ 5.40	\$ 2,430.00
73	CONCRETE CURB AND GUTTER (V-CURB)		420	LF	\$ -	\$ -
74	8" CONCRETE DRIVEWAY PAVEMENT		290	SY	\$ 4.00	\$ 1,160.00
75	8" VALLEY GUTTER		380	LF	\$ 2.00	\$ 760.00
76	TRUNCATED DOMES		236	SF	\$ 1.00	\$ 236.00
77	BENCH TYPE 1, 6' BACKLESS		5	EA	\$ 240.00	\$ 1,200.00
78	BENCH TYPE 2, 6' WITH BACK		2	EA	\$ 220.00	\$ 440.00
79	BENCH TYPE 3, 8' WITH BACK		2	EA	\$ 200.00	\$ 400.00
80	LIMESTONE BENCH, 18"X18"X4'		5	EA	\$ 290.00	\$ 1,450.00
81	LIMESTONE BLOCK, 18"X18"X18"		24	EA	\$ 100.00	\$ 2,400.00
82	WASTE RECEPTACLE		3	EA	\$ 133.00	\$ 399.00
83	WAYFINDING KIOSK		1	EA	\$ 1,700.00	\$ 1,700.00
84	UPLIGHT ON CONCRETE BASE		6	EA	\$ -	\$ -
85	2" NON-METALLIC CONDUIT	(1)	925	LF	\$ -	\$ -
86	FENCE DESIGN SPECIAL (TYPE A)		450	LF	\$ 18.00	\$ 8,100.00
87	TRAFFIC CONTROL		1	LS	\$ 1,800.00	\$ 1,800.00
88	SIGN TYPE C		15.25	SF	\$ 18.00	\$ 274.50
89	DECIDUOUS TREE, 2.5" CAL. B&B		17	TREE	\$ 39.00	\$ 663.00
90	DECIDUOUS TREE, 6' HT. B&B		6	TREE	\$ 37.00	\$ 222.00
91	DECIDUOUS SHRUB, #5 CONT.		76	SHRB	\$ 5.00	\$ 380.00

# SCHEDULE OF UNIT PRICES - REVISION 1

DOWNTOWN RIVERFRONT IMPROVEMENTS PHASE 1  
 CITY OF FERGUS FALLS, MN  
 BMI PROJECT NO. D15.116888

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(P)=Planned Quantity Basis of Measurement

ITEM NO.	ITEM	NOTES	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT
92	VINE, #1 CONT.		45	VINE	\$ 3.00	\$ 135.00
93	ORNAMENTAL GRASS, #1 CONT.		358	PLT	\$ 2.00	\$ 716.00
94	PERENNIAL, #1 CONT.		216	PLT	\$ 2.00	\$ 432.00
95	TREE GRATE WITH FRAME		7	EA	\$ 450.00	\$ 3,150.00
96	STORM DRAIN INLET PROTECTION		21	EA	\$ 10.00	\$ 210.00
97	RAPID STABILIZATION METHOD 3		3000	SY	\$ 0.25	\$ 750.00
98	STABILIZED CONSTRUCTION EXIT		2	EA	\$ 1,050.00	\$ 2,100.00
99	SILT FENCE		400	LF	\$ 0.25	\$ 100.00
100	SEDIMENT CONTROL LOG TYPE COMPOST		800	LF	\$ 0.30	\$ 240.00
101	SHREDDED HARDWOOD MULCH, TYPE 6		40	CY	\$ 13.00	\$ 520.00
102	PAVT MSSG - TEMP PAINT (HANDICAP)		6	EA	\$ 132.00	\$ 792.00
103	PAVT MSSG - TEMP PAINT (BIKE)		1	EA	\$ 527.00	\$ 527.00
104	4" BROKEN YELLOW-TEMP PAINT		35	LF	\$ 2.40	\$ 84.00
105	4" SOLID LINE WHITE-TEMP PAINT		3350	LF	\$ 0.20	\$ 670.00
106	PAVT MSSG - PREF THERMO (GR IN) (HANDICAP)		6	EA	\$ 100.00	\$ 600.00
107	PAVT MSSG - PREF THERMO (GR IN) (BIKE)		1	EA	\$ 126.00	\$ 126.00
108	4" BROKEN YELLOW-EPOXY		35	LF	\$ 0.50	\$ 17.50
109	4" SOLID LINE WHITE-EPOXY		3350	LF	\$ 0.30	\$ 1,005.00
110	TOPSOIL BORROW (SPECIAL)	(LV)	150	CY	\$ 21.60	\$ 3,240.00
111	DONOR INTERPRETIVE COLUMN WITH PLAQUE		1	LS	\$ 500.00	\$ 500.00
112	LIMESTONE BOULDER, NATURAL STACKING		10	EA	\$ 150.00	\$ 1,500.00
113	ENTRY ARCHWAY		2	EA	\$ 8,700.00	\$ 17,400.00
114	NATIVE SEED MIX		1500	SY	\$ 0.80	\$ 1,200.00
115	STRING LIGHTS W/ POLES		1	LS	\$ 1,100.00	\$ 1,100.00
116	SITE ELECTRICAL		1	LS	\$ 700.00	\$ 700.00
117	MARKET STRUCTURE WITH RESTROOM/STORAGE BUILDING		1	LS	\$ 169,226.00	\$ 169,226.00
118	PICNIC TABLE	(4)	4	EA	\$ 404.00	\$ 1,616.00
119	ELECTRICAL (3 SEASON PORTION OF THE STRUCTURE)	(4)	1	LS	\$ 1,100.00	\$ 1,100.00
120	MARKET STRUCTURE OVERHEAD GARAGE DOOR	(4)	7	EA	\$ 400.00	\$ 2,800.00
121	WATER SYSTEM (3 SEASON OVERHEAD WATER SYSTEM)	(4)	1	LS	\$ 1,650.00	\$ 1,650.00
122	HEAT SOURCE (3 SEASON HEAT SYSTEM)	(4)	1	LS	\$ 1,150.00	\$ 1,150.00
123	DUMPSTER PAD & SCREEN FENCE	(4)	5	EA	\$ 320.00	\$ 1,600.00
124	IRRIGATION SYSTEM	(4)	1	LS	\$ 2,700.00	\$ 2,700.00
<b>Total Amount Due to Prevailing Wages =</b>						<b>\$ 662,616.00</b>
<b>Revised Total Contract Amount =</b>						<b>\$ 3,876,216.00</b>

NOTES:

- (1) CONDUIT TO BE USED FOR IRRIGATION SLEEVE
- (2) REMOVE BARREL SECTION
- (3) ADD BARREL SECTION
- (4) ADD ALTERNATE

# STATE FUNDED ONLY CONSTRUCTION CONTRACTS

## SPECIAL PROVISIONS DIVISION A - LABOR

### I. INTRODUCTION

- A. **Policy Statement.** It is in the public interest that public buildings and other public works projects be constructed and maintained by the best means and the highest quality of labor reasonably available and that persons working on public works projects be compensated according to the real value of the services they perform.<sup>1</sup>
- B. **State Regulations Govern.** This Contract is subject to the Minnesota Prevailing Wage Act<sup>2</sup>, Minnesota Fair Labor Standards Act<sup>3</sup>, Minnesota Rules<sup>4</sup>, Minnesota Department of Labor and Industry (MnDLI) Wage Decision(s), and the MnDLI Truck Rental Rate Schedule.
- C. **Purpose.** These provisions: (1) outline your obligations under state and federal laws, rules and regulations; (2) explain the requirements necessary to demonstrate compliance; and (3) explain the processes that the Department will undertake to ensure compliance.
- D. **Questions or Resources.** Please visit the Minnesota Department of Transportation (MnDOT) Labor Compliance Unit (LCU) website at: [www.dot.state.mn.us/const/labor](http://www.dot.state.mn.us/const/labor).

### II. DEFINITIONS

Many of the terms used in these provisions are defined in MnDOT's Standard Specifications for Construction,<sup>5</sup> unless defined below.

- A. **Apprentice.** A Worker at least 16 years of age who is employed to learn an apprenticeable trade or occupation in a registered apprenticeship program.<sup>6</sup>
- B. **Bona Fide.** Made or carried out in good faith; authentic.<sup>7</sup>
- C. **Certified Payroll Report (CPR).** A report comprised of two components; (1) a payroll report, and (2) a statement of compliance report.<sup>8</sup>
- D. **Contractor.** An individual or business entity that is engaged in construction or construction service-related activities including trucking activities either directly or indirectly through a Contract, or by Subcontract with the Prime Contractor, or by a further Subcontract with any other person or business entity performing Work.<sup>9</sup>
- E. **Employer.** An individual, partnership, association, corporation, business trust, or other business entity that hires a Worker.<sup>10</sup>
- F. **Fringe Benefit.** An employment benefit given in addition to a Worker's wages or salary.<sup>11</sup>
- G. **Independent Truck Owner/Operator (ITO).** An individual, partnership, or principal stockholder of a corporation who owns or holds a vehicle under lease and who contracts that vehicle and the owner's services to an entity which provides construction services to a public works project.<sup>12</sup>

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<sup>1</sup> Minn. Stat. 177.41

<sup>2</sup> Minn. Stat. 177.41 to 177.44

<sup>3</sup> Minn. Stat. 177.21 to 177.35

<sup>4</sup> Minn. R. 5200.1000 to 5200.1120

<sup>5</sup> MnDOT Standard Specifications for Construction, Section 1103

<sup>6</sup> Minn. Stat. 178.011, Subdivision 2

<sup>7</sup> The American Heritage College Dictionary, Third Edition, 2000

<sup>8</sup> Minn. R. 5200.1106, Subpart 10

<sup>9</sup> Minn. R. 5200.1106, Subpart 2(D)

<sup>10</sup> Minn. Stat. 177.42, Subdivision 7

<sup>11</sup> The American Heritage College Dictionary, Third Edition, 2000

<sup>12</sup> Minn. R. 5200.1106, Subpart 7(A)



- H. **Journeyworker.** A person who has attained a level of skill, abilities, and competencies recognized within and industry as having mastered the skills and competencies required for the trade or occupation.<sup>13</sup>
- I. **Prime Contractor.** An individual or business entity that enters into a Contract with the Department.<sup>14</sup>
- J. **Subcontract.** A Contract that assigns some obligations of a prior Contract to another party.<sup>15</sup>
- K. **Substantially In Place.** Mineral aggregate is deposited on the project site directly or through spreaders where it can be spread from or compacted at the location where it was deposited.<sup>16</sup>
- L. **Total Prevailing Wage Rate.** The sum of the prevailing hourly “basic” and “fringe” rate that is established in a Wage Decision.
- M. **Trucking Broker (Broker).** An individual or business entity, the activities of which include, but are not limited to: contracting to provide trucking services in the construction industry to users of such services, contracting to obtain such services from providers of trucking services, dispatching the providers of the services to do Work as required by the users of the services, receiving payment from the users in consideration of the trucking services provided, and making payment to the providers for the services.<sup>17</sup>
- N. **Trucking Firm/Multiple Truck Owner (MTO).** Any legal business entity that owns more than one vehicle and hires the vehicles out for services to Trucking Brokers or Contractors on public works projects.<sup>18</sup>
- O. **Truck Rental Rate Schedule.** A document prepared by the MnDLI through a Contractor survey process that identifies the required hourly Total Prevailing Wage Rate and operating cost for various types of trucks that perform hauling activities (Work) under a Contract that is funded in whole or in part with state funds.<sup>19</sup>
- P. **Wage Decision.** A document prepared by the MnDLI through a Contractor survey process that identifies the required hourly basic rate of pay and hourly Fringe Benefits for various labor classifications that perform Work under a Contract that is funded in whole or in part with state funds.<sup>20</sup>
- Q. **Work (Work).** All construction activities associated with a public works project, including any required hauling activities on-the-site-of or to-or-from a public works project and conducted pursuant to a Contract, regardless of whether the construction activity or Work is performed by the Prime Contractor, subcontractor, Trucking Broker, Trucking Firm (MTO), ITO, independent contractor, or employee or agent of any of the foregoing entities.<sup>21</sup>
- R. **Worker (Laborer or Mechanic).** A Worker in a construction industry labor class identified in or pursuant to Minnesota Rules 5200.1100, Master Job Classifications.<sup>22</sup>

### III. APPLICATION & UNDERSTANDING

- A. **Provisions & Prevailing Wage Rates Apply.** These provisions, along with the prevailing Wage Decision(s) that are incorporated into the Contract, apply to all Contractors contracting to do all or part of the Work.<sup>23</sup>

<sup>13</sup> Minn. Stat. 178.011, Subdivision 9

<sup>14</sup> Minn. R. 5200.1106, Subpart 2(C)

<sup>15</sup> The American Heritage College Dictionary, Third Edition, 2000

<sup>16</sup> Minn. R. 5200.1106, Subpart 5(C)

<sup>17</sup> Minn. R. 5200.1106, Subpart 7(C)

<sup>18</sup> Minn. R. 5200.1106, Subpart 7(B)

<sup>19</sup> Minn. R. 5200.1105

<sup>20</sup> Minn. R. 5200.1020 to 5200.1060

<sup>21</sup> Minn. R. 5200.1106, Subpart 2(A)

<sup>22</sup> Minn. R. 5200.1106, Subpart 5(A)

<sup>23</sup> Minn. Stat. 177.44, Subdivision 1

- B. **Truck Rental Rates Apply.** The Truck Rental Rate Schedule incorporated into the Contract applies to all hired trucking entities that perform covered hauling activities related to the project.<sup>24</sup>
- C. **Prevailing Wage Terms Must Be Included in All Contracts.** The Prime Contractor is required to ensure that all subcontractors performing Work receive the Contract Wage Decision(s), Truck Rental Rate Schedule, and a copy of these provisions with their written Subcontracts, agreements and/or purchase orders.<sup>25</sup>
- D. **Responsible for Understanding All Requirements.** Each Contractor is responsible for understanding all laws, rules, regulations, plans, and specifications that are incorporated physically, or by reference, into the Contract.<sup>26</sup>
- E. **E-Verify.** For services valued in excess of \$50,000, the Contractor certifies that as of the date of services performed on behalf of State, the Contractor will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work under the contract. The Prime Contractor is responsible to collect all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with the Prime Contractor and made available to the State upon request.

#### IV. **VENDOR REGISTRATION**

**Vendor Registration Required.** A Contractor that performs Work, supplies material, or product must be registered with MnDOT. The Contractor must complete and submit a vendor form<sup>27</sup> to the MnDOT LCU<sup>28</sup>, along with all applicable documentation that is required. This registration process is separate and distinct from other state agency requirements.

#### V. **LABOR CLASSIFICATIONS**

- A. **Labor Classification Assignment.** A Worker must be paid at least the Total Prevailing Wage Rate in the same or most similar trade or occupation.<sup>29</sup> To determine the appropriate labor classification for a Worker, a Contractor must refer to the Wage Decision(s) incorporated into the Contract, the labor classification descriptions for laborers and special crafts established in Minnesota Rules or the United States Department of Labor's Dictionary of Occupational Titles.<sup>30</sup>
- B. **Labor Classification Clarification & Disputes.** A Contractor needing assistance in determining a labor classification must submit a Classification Clarification Request<sup>31</sup> to the MnDOT LCU for a written decision. If the Contractor chooses to contest the classification assignment, it must provide written notice to the MnDOT LCU. The MnDOT LCU will forward the matter to the MnDLI for a final ruling.
- C. **Performing Work in Multiple Labor Classifications.** For Workers performing Work in multiple labor classifications, the Contractor must compensate at a minimum the Total Prevailing Wage Rate, and report the hours worked, in each applicable labor classification.<sup>32</sup>

#### VI. **WAGE DECISION(S) & WAGE RATE(S)**

- A. **Applicability of a Highway and Heavy Wage Decision.** A highway and heavy Wage Decision applies to a Worker that is engaged in a construction activity or performing Work to construct or maintain a highway or other public works project, such as a road, street, airport runway, bridge,

<sup>24</sup> Minn. Stat. 177.44, Subdivision 3

<sup>25</sup> MnDOT Standard Specifications for Construction, Section 1801

<sup>26</sup> MnDOT Standard Specifications for Construction, Section 1701

<sup>27</sup> [www.dot.state.mn.us/const/labor/documents/forms/contractorform2016.pdf](http://www.dot.state.mn.us/const/labor/documents/forms/contractorform2016.pdf) for [www.dot.state.mn.us/const/labor/documents/forms/truckvendorform2016.pdf](http://www.dot.state.mn.us/const/labor/documents/forms/truckvendorform2016.pdf)

<sup>28</sup> [lcusupport.dot@state.mn.us](mailto:lcusupport.dot@state.mn.us)

<sup>29</sup> Minn. Stat. 177.44, Subdivision 1

<sup>30</sup> Minn. R. 5200.1101 and 1102 and USDOL Dictionary of Occupational Titles

<sup>31</sup> <http://www.dot.state.mn.us/const/labor/documents/forms/classification-clarification-request.pdf>

<sup>32</sup> Minn. Stat. 177.44, Subdivision 1

power plant, dam or utility<sup>33</sup> that is external to a sheltered enclosure (structure). This includes, but is not limited to, the following Work: site clearing; grading; excavating backfilling; paving; curbs; gutters; sidewalks; culverts; bridges; lighting systems; traffic management systems; installing of utilities out from an exterior meter; fuel islands; communication towers; or other activities similar to highway and/or heavy Work.

- B. **Applicability of a Commercial Wage Decision.** A commercial Wage Decision applies to a Worker that is engaged in a construction activity or performing Work to construct a sheltered enclosure (structure) with walk-in access for the purpose of housing persons, machinery, equipment or supplies.<sup>34</sup> This includes, but is not limited to, the following Work: constructing foundations, aprons, stoops; framing walls; installing windows, doors, tiling, plumbing, electrical, HVAC systems; roofing; installing utilities into the building from an exterior meter.
- C. **Pay According to Wage Decision(s).**
1. **Contract with One Wage Decision.** If the Contract contains one Wage Decision, the Contractor must examine the Wage Decision and compensate the Worker at a minimum the Total Prevailing Wage Rate for the appropriate labor classification(s).
  2. **Contract with Multiple Highway/Heavy Wage Decisions.** If the Contract contains multiple Highway/Heavy Wage Decisions, the Contractor must examine each Wage Decision and compensate the Worker, at a minimum, the Total Prevailing Wage Rate that is the greatest<sup>35</sup> for the appropriate labor classification(s).
  3. **Contract with Highway/Heavy and Commercial Wage Decision(s).** If the Contract contains a Highway/Heavy and Commercial Wage Decision(s), the Contractor must first determine which Wage Decision is applicable to the Worker. The Contractor must then compensate the Worker, at a minimum, the Total Prevailing Wage Rate for the appropriate labor classification(s).
- D. **Must Pay Total Prevailing Wage Rate.** A Contractor must compensate each Worker, at a minimum, the Total Prevailing Wage Rate(s) for all hours worked on the project for the appropriate labor classification(s).<sup>36</sup>
- E. **Missing Wage Rate.** If a Wage Decision fails to include a wage rate for a labor classification(s) that will be utilized on a project, the Contractor must obtain a wage rate prior to furnishing an estimate, quote or bid.<sup>37</sup>
1. **Wage Rate Request.** A Contractor must complete a Request for Rate Assignment form<sup>38</sup> and submit it to the MnDOT LCU<sup>39</sup> for processing.
  2. **No Contract Price Adjustment for Missing Wage Rate.** If MnDLI determines that a higher wage rate applies, the Department will not reimburse the Contractor.
- F. **Salaried Worker.** A salaried Worker is not exempt from these Provisions. A Contractor must convert the Worker's salary to an average hourly rate of pay by dividing the Worker's salary by the total number of hours Worked (government and non-government) during the pay period.<sup>40</sup> A salaried Worker must be included on a CPR.
- G. **Reduction in Standard (Private) Contractual Regular Rate of Pay Prohibited.** A Contractor must not reduce a Worker's standard, contractual regular rate of pay when the prevailing wage rate(s) certified by the MnDLI is less.<sup>41</sup>

<sup>33</sup> Minn. R. 5200.1010, Subdivision 3

<sup>34</sup> United States Department of Labor All Agency Memorandum #130

<sup>35</sup> Minn. Stat. 177.44, Subdivision 4

<sup>36</sup> Minn. Stat. 177.44, Subdivision 1

<sup>37</sup> Minn. R. 5200.1030, Subpart 2a(C)

<sup>38</sup> <http://www.dot.state.mn.us/const/labor/documents/forms/request-for-rate-assignment.doc>

<sup>39</sup> [lcusupport.dot@state.mn.us](mailto:lcusupport.dot@state.mn.us)

<sup>40</sup> Refer to Appendix A

<sup>41</sup> Minn. Stat. 181.03, Subdivision 1(2)

- H. **Prohibited Payment Practices.** A Contractor is prohibited from taking (accepting) a rebate for the purpose of reducing or otherwise decreasing the value of the compensation paid.
- I. **Prohibited Deductions.** No deductions, direct or indirect, may be made for the items listed below which when subtracted from wages would reduce the wages below Minnesota's minimum wage rate as established in section 177.24<sup>42</sup>
1. **Uniforms.** Purchased or rented uniforms or specifically designed clothing that is required by the Employer, by the nature of employment, or by statute, or as a condition of employment, which is not generally appropriate for use except in that employment.
  2. **Equipment.** Purchased or rented equipment used in employment, except tools of a trade, a motor vehicle, or any other equipment which may be used outside the employment. The cost of the Worker's use of equipment used outside of employment, such as tools, a motor vehicle, cell phone, may be deducted only if an agreement between the Employer and employee existed prior to the deduction.
  3. **Supplies.** Consumable supplies required in the course of employment.
  4. **Travel Expenses.** Travel expenses in the course of employment except those incurred in traveling to and from the employee's residence and place of employment.

## VII. HOURS OF WORK

- A. **Work Performed Under the Contract.** A Worker performing Work is subject to prevailing wage for all hours associated with the Contract<sup>43</sup>, unless the Worker is exempt under state law.<sup>44</sup>
- B. **Wait Time Subject to Prevailing Wage.** A Worker who is required to remain on the project and is waiting to Work because of the fault of the Contractor is considered "engaged to wait" and subject to prevailing wage for the time spent, unless the Worker is completely relieved of duty and free to leave the project for a defined period of time.

## VIII. FRINGE BENEFITS

- A. **Funded Fringe Benefit Plan Criteria.** In order for a funded Fringe Benefit (e.g., health/medical insurance, disability insurance, life insurance, pension, etc.) to be considered and creditable towards the Total Prevailing Wage Rate it must be:<sup>45</sup>
1. a contribution irrevocably made by a Contractor on behalf of an Worker to a financially responsible trustee, third person, fund, plan, or program;
  2. carried out under a financially responsible plan or program;
  3. legally enforceable;
  4. communicated in writing to the Worker; and
  5. made available to the Worker once he/she has met all eligibility requirements.
- B. **Unfunded Fringe Benefit Plan Criteria.** In order for a unfunded Fringe Benefit (e.g., vacation, holiday, sick leave, etc.) to be considered and creditable towards the Total Prevailing Wage Rate it must be:<sup>46</sup>
1. reasonably anticipated to provide a benefit;
  2. a commitment that can be legally enforced;

<sup>42</sup> Minn. Stat. 177.24, Subdivision 4(1-4)

<sup>43</sup> Minn. Stat. 177.44, Subdivision 1

<sup>44</sup> Minn. Stat. 177.44, Subdivision 2 or Minn. R. 5200.1106, Subpart 4

<sup>45</sup> Minn. Stat. 177.42, Subdivision 6

<sup>46</sup> Minn. Stat. 177.42, Subdivision 6

3. carried out under a financially responsible plan or program;
  4. communicated in writing to the Worker; and
  5. made available to the Worker once he/she has met all eligibility requirements.
- C. **Fringe Benefit Contributions for Hours Worked.** A Contractor that provides Fringe Benefits to a Worker must make contributions, not less than quarterly<sup>47</sup>, for all hours worked,<sup>48</sup> including overtime hours, unless it's a defined benefit or contribution plan that provides for immediate participation and immediate or essentially immediate vesting (see subpart D2 of this section).
- D. **Hourly Fringe Benefit Credit.** An hourly Fringe Benefit credit toward the Total Prevailing Wage Rate must be determined separately for each Worker based on one or more of the following methods:
1. **Monthly, Quarterly or Annual Computation Methods.** A Contractor must compute its monthly, quarterly or annual cost of a particular Fringe Benefit and divide that amount by the estimated total number of hours worked (government and non-government) during the time frame used.<sup>49</sup> Typical plans that require monthly, quarterly or annual computations include but are not limited to: health/medical insurance, disability insurance, life insurance, vacation, holiday, sick leave and defined benefit or contribution pension plans that do not provide for immediate participation and immediate or essentially immediate vesting.
  2. **Fringe Benefit Credit not Requiring Monthly, Quarterly or Annual Computation Methods.** A defined benefit or contribution pension plan that allows for a higher hourly rate of contribution for government work (prevailing wage) than non-government (non-prevailing wage) will be fully credited only if the plan provides for immediate participation and immediate or essentially immediate vesting.
- E. **Wages In Lieu of Fringe Benefits.** A Contractor that does not provide full Fringe Benefits must compensate a Worker the difference between the Total Prevailing Wage Rate and the rate actually paid for the appropriate labor classification(s). The compensation paid is considered wages and subject to tax liabilities.
1. **Overtime.** The cash equivalent (wages paid) made in lieu of Fringe Benefits is excluded from the overtime calculation requirement, unless the cash equivalent (wages paid) is part of the Worker's standard straight time wage.
- F. **Administrative Costs Not Creditable.** Administrative expenses incurred by a Contractor in connection with the administration of a Bona Fide Fringe Benefit plan are not creditable towards the Total Prevailing Wage Rate.
- G. **Federal, State & Local Fringe Benefit Credit Prohibited.** No credit is allowed for benefits required by federal, state or local law, such as: worker's compensation, unemployment compensation, and social security contributions.<sup>50</sup>

## IX. OVERTIME

- A. **Overtime after 8 Hours per Day or 40 Hours per Week.** A Contractor must not permit or require a Worker to work longer than the prevailing hours of labor unless the Worker is paid for all hours in excess of the prevailing hours at a rate of at least 1.5 times the hourly basic rate of pay.<sup>51</sup> The prevailing hours of labor is defined as not more than 8 hours per day and more than 40 hours per week.<sup>52</sup>

<sup>47</sup> 29 CRF, Part 5.5(a)(1)(i)

<sup>48</sup> Government and non-government Work

<sup>49</sup> Refer to Appendix B

<sup>50</sup> Minn. Stat. 177.42, Subdivision 6

<sup>51</sup> Minn. Stat. 177.44, Subdivision 1 and Refer to Appendix D

<sup>52</sup> Minn. Stat. 177.42, Subdivision 4

- B. **Wages in Lieu of Fringe Benefits Overtime.** Wages paid in Lieu of Fringe Benefits must be paid for all hours worked under the contract.
- C. **Multiple Labor Classifications and Overtime.** A Worker employed in multiple labor classifications throughout a workweek must be compensated at the applicable labor classification overtime rate in effect during the hours worked in excess of 8 hours per day or 40 hours per week.
- D. **Federal Fair Labor Standards Act (FLSA) and Overtime.** A Contractor subject to the FLSA may be subject to additional overtime compensation requirements.

## X. PAYROLLS AND STATEMENTS

- A. **Reporting.** Each Contractor that is performing Work must submit a CPR(s) to the Department.
  - 1. **Payroll Report (Paper).** Each Contractor performing Work must submit a paper (written) payroll report to the Department. The payroll report is available on the MnDOT LCU website.<sup>53</sup>
  - 2. **Statement of Compliance (Paper).** Each Contractor's paper (written) payroll report must include a paper (written) "Statement of Compliance Form". The "Statement of Compliance Form" must: (1) state whether or not Fringe Benefits are provided to a Worker; (2) provide a description of each benefit, the hourly contribution made on behalf of each Worker, along with fund/plan information; and (3) a signature attesting that the payroll and Fringe Benefit information provided is truthful and accurate.<sup>54</sup>
  - 3. **Electronic Reporting.** If the Contract is subject to electronic reporting, each Contractor performing Work must submit a CPR(s) using the AASHTOWare, Civil Rights Labor (CRL) system. Refer to the **Special Provisions Division S – "Electronic Submission of Payrolls and Statements"** which is incorporated into and found elsewhere in the Contract for detailed requirements.
- B. **Biweekly Payroll Reporting and Payment of Wages.** A CPR(s) must be submitted no later than 14 calendar days after the end of each Contractor's pay period<sup>55</sup> to the Department. A Contractor must pay its employees at least once every 14 calendar days.<sup>56</sup>
- C. **Payroll Report Data.** Each payroll report must include all Workers that performed Work and provide at a minimum the following information:<sup>57</sup>
  - 1. Contractor's name, address, and telephone number.
  - 2. State project number.
  - 3. Contract number (if applicable).
  - 4. Project number.
  - 5. Payroll report number.
  - 6. Project location.
  - 7. Workweek end date.
  - 8. Each Worker's name, home address, and social security number.<sup>58</sup>
  - 9. Labor classification(s) title(s) and optional three-digit code for each Worker.

<sup>53</sup> [www.dot.state.mn.us/const/labor/certifiedpayroll.html](http://www.dot.state.mn.us/const/labor/certifiedpayroll.html)

<sup>54</sup> Minn. R. 5200.1106, Subpart 10

<sup>55</sup> Minn. Stat. 177.43, Subdivision 3

<sup>56</sup> Minn. Stat. 177.30 (a)(4)

<sup>57</sup> Minn. Stat. 177.30 (a)(1-4) and Minn. R. 5200.1106, Subpart 10

<sup>58</sup> Minn. R. 5200.1106, Subpart 10A & Minn. Stat. 13.355, Subdivision 1

10. Hours worked daily and weekly in each labor classification, including overtime hours, for each Worker.
11. Wage rate paid to each Worker for straight time and overtime.
12. Authorized legal deductions for each Worker.
13. Project gross amount, weekly gross amount, and net wages paid to each Worker.

- D. **Prime Contractor to Ensure Compliance.** The Prime Contractor must review the CPR(s) submitted by each lower tier Contractor and sign the “Statement of Compliance Form”.<sup>59</sup> The Prime Contractor must ensure that each lower tier Contractor’s CPR(s) include all Workers that performed Work and accurately reflect labor classifications, hours worked, regular and overtime rates of pay, gross earnings for the project and Fringe Benefits.<sup>60</sup>
- E. **Retention of CPR(s).** The Prime Contractor must keep its written CPR(s), including those of all lower tier Contractors, for three (3) years after the final payment is issued.<sup>61</sup>
- F. **Retention of Employment-Related Records.** Each Contractor must keep employee records, including, but not limited to: Fringe Benefit statements, time cards, payroll ledgers, check registers and canceled checks<sup>62</sup> for at least three (3) years after the final payment is issued.<sup>63</sup> Other laws may have longer retention requirements.
- G. **Detailed Earning Statement.** At the end of each pay period, each Contractor must provide every Worker, in writing or by electronic means, an accurate, detailed earnings statement.<sup>64</sup>
- H. **Reports and Records Request.** Upon a request from the Department, the Prime Contractor must promptly furnish copies of CPR(s) for its Workers and those of all lower tier Contractors, along with employment-related records, documents, and agreements that the Department considers necessary to determine compliance.<sup>65</sup>

## XI. APPRENTICES, TRAINEES AND HELPERS

- A. **Apprentice.** An Apprentice will be permitted to Work at less than the prevailing basic hourly rate only if the Apprentice is:
1. Registered with the U.S. Department of Labor (DOL), Bureau of Apprenticeship and Training or MnDLI Division of Voluntary Apprenticeship.<sup>66</sup>
  2. Performing Work of the trade, as described in the apprenticeship agreement.
  3. Compensated according to the rate specified in the program for the level of progress.<sup>67</sup>
  4. Supervised by a Journeyworker from the same company, in accordance with the program ratio requirements.<sup>68</sup>
- B. **Ratio Requirement.** If an approved apprenticeship program fails to define a ratio allowance, the first Apprentice must be supervised by a Journeyworker within the same trade or occupation. Any subsequent Apprentice must be supervised by an additional three Journeyworkers.<sup>69</sup>

<sup>59</sup> MnDOT Standard Specifications for Construction, Section 1701

<sup>60</sup> MnDOT Standard Specifications for Construction, Section 1801

<sup>61</sup> Minn. Stat. 177.30 (a)(5)

<sup>62</sup> Minn. R. 5200.1106, Subpart 10

<sup>63</sup> Minn. Stat. 177.30 (a)(5)

<sup>64</sup> Minn. Stat. 181.032

<sup>65</sup> Minn. Stat. 177.44, Subdivision 7; Minn. Stat. 177.33(a)(5)

<sup>66</sup> Minn. R. 5200.1070, Subpart 1

<sup>67</sup> Minn. R. 5200.1070, Subpart 1 and Refer to Appendix C

<sup>68</sup> Minn. Stat. 178.036, Subdivision 5

<sup>69</sup> Minn. Stat. 178.036, Subdivision 5

- C. **Failure to Comply with Apprenticeship Requirements.** If a Contractor fails to demonstrate compliance with the terms established in this section, the Contractor must compensate the Apprentice not less than the applicable Total Prevailing Wage Rate for the actual classification of labor performed.<sup>70</sup>
- D. **Trainee and Helper.** A trainee or helper is not exempt from prevailing wage under state law. The Contractor must assign the trainee or helper a labor classification that is the "same or most similar"<sup>71</sup> and compensate the trainee or helper for the actual Work performed regardless of the trainee's or helper's skill level.

## XII. INDEPENDENT CONTRACTORS, OWNERS, SUPERVISORS, AND FOREMAN

- A. **Independent Contractor.** An independent contractor (IC) that is not an Independent Truck Owner/Operator (ITO), who is performing Work must be properly classified and compensated.<sup>72</sup> The IC must submit a CPR(s) to the Department. If the IC does not receive an hourly wage, but instead a weekly, biweekly, monthly or quarterly distribution for performance, the IC must calculate its hourly rate of pay by dividing the weekly, biweekly, monthly, or quarterly company distribution by all hours worked during that time frame and report the information on a CPR. If necessary, the Department may request documentation from the IC to determine how the hourly wage rate was calculated.<sup>73</sup>
- B. **Owners, Supervisors and Foreman.** An owner, supervisor, or foreman performing Work is subject to prevailing wage and must be properly classified, compensated and reported.<sup>74</sup>

## XIII. TRUCKING

- A. **Covered Hauling Activities.** A Contractor must ensure that all Workers, including hired Trucking Brokers, MTOs and ITOs are paid the applicable Total Prevailing Wage Rate or truck rental rate for the following Work:
1. The hauling of any or all stockpiled or excavated materials on the project work site to other locations on the same project even if the truck leaves the work site at some point.<sup>75</sup>
  2. The delivery of materials from a non-commercial establishment to the project and the return haul to the starting location either empty or loaded.<sup>76</sup>
  3. The delivery of materials from another construction project site to the public works project and the return haul, either empty or loaded. Construction projects are not considered commercial establishments.<sup>77</sup>
  4. The hauling required to remove any materials from the project to a location off the project site and the return haul, either empty or loaded from other than a commercial establishment.<sup>78</sup>
  5. The delivery of materials or products by trucks hired by a Contractor, subcontractor, or agent thereof, from a commercial establishment.<sup>79</sup>
  6. The delivery of sand, gravel, or rock, by or for a commercial establishment, which is deposited "substantially in place," either directly or through spreaders from the transporting vehicles is work under the contract. In addition, the return haul to the off-site facility empty or loaded is also considered work under the contract.<sup>80</sup>

<sup>70</sup> Minn. R. 5200.1070, Subpart 3

<sup>71</sup> Minn. Stat. 177.44, Subdivision 1

<sup>72</sup> Minn. Stat. 177.44, Subdivision 1

<sup>73</sup> Minn. Stat. 177.30(a)(5); Minn. Stat. 181.723

<sup>74</sup> Minn. Stat. 177.44, Subdivision 1

<sup>75</sup> Minn. R. 5200.1106, Subpart 3B(1)

<sup>76</sup> Minn. R. 5200.1106, Subpart 3B(2)

<sup>77</sup> Minn. R. 5200.1106, Subpart 3B(3)

<sup>78</sup> Minn. R. 5200.1106, Subpart 3B(4)

<sup>79</sup> Minn. R. 5200.1106, Subpart 3B(5)

<sup>80</sup> Minn. R. 5200.1106, Subpart 3B(6)



- B. **Hauling Activities Not Subject to Prevailing Wage or Truck Rental Rates.** A Contractor may exclude a Worker, including hired Trucking Brokers, MTOs and ITOs from prevailing wage or truck rental rates for the Work described in (1-2) of this section. However, this Work may be considered hours worked and subject to standard compensation pursuant to the Minnesota Fair Labor Standards Act.
1. The delivery of processed or manufactured goods to a public works project by the employees of a commercial establishment including truck owner-operators hired by and paid by the commercial establishment, unless it is the delivery of mineral aggregate that is incorporated into the work under the contract by depositing the material substantially in place.<sup>81</sup>
  2. The delivery of oil offsite, as an example, to a Prime Contractor's permanent (commercial) asphalt mixing facility that is not to, from, or on the project Work site.<sup>82</sup>
- C. **Repair, Maintenance & Waiting to Load Time.** An ITO and MTO must be paid the truck rental rate for time spent repairing or maintaining the truck owner-operator's equipment, and for waiting to load or unload if the repair, maintenance, or wait time is the fault of the Trucking Broker, Contractor, its agent or employees.<sup>83</sup>
- D. **Month End Trucking Report.** A Contractor that acquires the services of an ITO or MTO must submit a "MnDOT – MTO and/or ITO Month-End Trucking Report", and a "MnDOT – Month-End Trucking Statement of Compliance Form" to the Department for each month hauling activities are performed under the Contract.<sup>84</sup> The forms are available on the MnDOT LCU website.<sup>85</sup>
- E. **Broker Fee.** A truck broker contracting to provide trucking services directly to a prime contractor or subcontractor is allowed to assess a broker fee.

#### XIV. OFF-SITE FACILITIES

- A. **Off-Site Facility Activities Subject to Prevailing Wage.** A Contractor must ensure that all Workers performing Work at a covered off-site facility are paid the applicable Total Prevailing Wage Rate for the following Work:
1. The processing or manufacturing of material at a Prime Contractor's off-site facility that is not a separately held commercial establishment.<sup>86</sup>
  2. The processing or manufacturing of material at an off-site facility that is not considered a commercial establishment.<sup>87</sup>
- B. **Off-Site Facility Activities Not Subject to Prevailing Wage.** A Contractor may exclude a Worker from prevailing wage for the following work:
1. The processing or manufacturing of material or products by or for a commercial establishment.<sup>88</sup>
  2. The work performed by Workers employed by the owner or lessee of a gravel or borrow pit that is a commercial establishment, even if the screening, washing or crushing machines are portable.<sup>89</sup>

#### XV. SUBCONTRACTING PART OF THE CONTRACT

<sup>81</sup> Minn. R. 5200.1106, Subpart 4(C)

<sup>82</sup> J.D. Donovan, Inc. vs. Minnesota Department of Transportation, 878 N.W.2d 1 (2016)

<sup>83</sup> Minn. R. 5200.1106, Subpart 8(A)(1)

<sup>84</sup> Minn. R. 5200.1106, Subpart 10

<sup>85</sup> <http://www.dot.state.mn.us/const/labor/forms.html>

<sup>86</sup> ALJ Findings of Fact, Conclusions of Law, and Recommendation, Conclusions (7), Case #12-3000-11993-2

<sup>87</sup> Minn. R. 5200.1106, Subpart 3(A)

<sup>88</sup> Minn. R. 5200.1106, Subpart 4(A)

<sup>89</sup> Minn. R. 5200.1106, Subpart 4(B)

The Prime Contractor must include the Contract Special Provisions, Wage Decision(s) and Truck Rental Rate Schedule in all Subcontracts, agreements and purchase orders with lower tier Contractors.<sup>90</sup> This requirement also applies to all lower tier subcontractors.

## XVI. SITE OF WORK REQUIREMENTS

- A. **Poster Board.** The Prime Contractor must construct and display a poster board containing all required posters. The poster board must be accurate, legible, and accessible to all project Workers from the first day of Work until the project is one hundred percent (100%) complete.<sup>91</sup> A poster board at an off-site location, or inside a construction trailer, does not meet this requirement.
- B. **How to Obtain a Poster Board.** The Prime Contractor may obtain the required posters and the necessary contact information that is required to be inserted on each poster by visiting the MnDOT LCU website.<sup>92</sup>
- C. **Employee Interviews.** The Contractor must permit representatives from the Department or other governmental entities<sup>93</sup> to interview Workers at any time during working hours on the project.<sup>94</sup>

## XVII. CHILD LABOR

- A. **No Worker under the Age of 18.** No Worker under the age of 18 is allowed to perform Work on a Project Site, except pursuant to Section XVII B below.<sup>95</sup>
- B. **Parental Supervision.** A Worker under the age of 18 may perform Work on a Project Site if all of the following criteria are met:
  1. The Contractor (Employer) is not subject to FLSA.
  2. The Worker is employed in a corporation owned solely by one or both parents.
  3. The Worker is supervised by the parent(s).
  4. The Worker is not working in a hazardous occupation.<sup>96</sup>
- C. **Removal of Minor from Project.** The Engineer or inspector may remove a Worker that appears to be under the age of 18 from the Project Site until the Contractor or Worker can demonstrate proof of age and compliance with all applicable federal and state regulations.<sup>97</sup>

## XVIII. NON-COMPLIANCE AND ENFORCEMENT

- A. **Case-by-Case Enforcement.** The Department has the authority to enforce the prevailing wage law on a case-by-case.<sup>98</sup>
- B. **Prime Contractor Responsible for Unpaid Wages.** The Prime Contractor will be held liable for any unpaid wages to its Workers or those of any lower tier Contractor.<sup>99</sup>
- C. **Enforcement Options.** If evidence shows that a Contractor has violated prevailing wage requirements, or these Special Provisions, the Department may, after written notice, implement one or more of the following:

<sup>90</sup> MnDOT Standard Specifications for Construction, Section 1801

<sup>91</sup> Minn. Stat. 177.44, Subdivision 5

<sup>92</sup> www.dot.state.mn.us/const/labor/posterboards

<sup>93</sup> MnDLI, U.S. DOL., U.S. Department of Transportation, Federal Highways Administration

<sup>94</sup> MnDOT Standard Specifications for Construction, Section 1511

<sup>95</sup> Minn. R. 5200.0910, Subpart F; 29 CFR Part 570.2(a)(ii)

<sup>96</sup> Minn. R. 5200.0930, Subpart 4

<sup>97</sup> Minn. Stat. 181A.06, Subdivision 4; MnDOT Standard Specifications for Construction, Section 1701

<sup>98</sup> See International Union of Operating Engineers, Local 49 v. MnDOT, No. C6-97-1582, 1998 WL 74281, at \*2 (Minn. App. Feb. 24, 1998)

<sup>99</sup> MnDOT Standard Specifications for Construction, Section 1801

1. **Withholding Payment.** The Department may withhold from the Prime Contractor payments relating to prevailing wage underpayments.<sup>100</sup>
2. **Non-Responsible Contractor.** The Department may reject a bid from a Prime Contractor that has received two (2) or more Determination Letters within a three (3) year period from the Department finding an underpayment by the Contractor to its own employees.<sup>101</sup>
3. **Default.** The Department may take the prosecution of the Work out of the hands of the Prime Contractor, place the Contractor in default, and terminate the Contract for failure to comply.<sup>102</sup>
4. **Suspension or Debarment.** The Department may refer violations and matters of non-compliance by a Contractor to the Minnesota Department of Administration for suspension or debarment proceedings.<sup>103</sup>
5. **County Attorney.** The Department may refer suspected criminal violations by Contractor to the appropriate local county attorney for prosecution.<sup>104</sup>
6. **Financial Penalties.** Any Contractor who violates the state prevailing wage law is guilty of a misdemeanor and may be fined not more than \$300 or imprisoned not more than 90 days or both. Each day that the violation continues is a separate offense.<sup>105</sup> A Contractor may be fined up to \$1,000 for each failure to maintain records.<sup>106</sup>
7. **False Claims Act Violation.** All required payroll and certification reports are legal documents; knowing falsification of the documents by a Contractor may result in civil action and/or criminal prosecution<sup>107</sup> and may be grounds for debarment proceedings.<sup>108</sup>
8. **Compliance Order.** The Department may request that MnDLI issue a compliance order to a Contractor for violations of the state prevailing wage law. If the Contractor is found to have committed a violation, liquidated damages and other costs may be assessed against the Employer.<sup>109</sup>
9. **Private Right of Action.** The Department may direct an employee to pursue a civil action in district court against its Employer for failure to comply with the proper payment of wages.<sup>110</sup> If the Employer is found to have committed a violation, liquidated damages and other costs may be assessed against the Employer.<sup>111</sup>
10. **Fringe Benefits; Misdemeanor.** A Contractor that is obligated to deposit Fringe Benefit contributions on behalf of a Worker into a financially responsible trustee, third person, fund, plan, or program and fails to make timely contributions is guilty of a gross misdemeanor or other violations under federal law.<sup>112</sup>

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<sup>100</sup> MnDOT Standard Specifications for Construction, Section 1906

<sup>101</sup> Minn. Stat. 16C.285

<sup>102</sup> MnDOT Standard Specifications for Construction, Section 1808

<sup>103</sup> Minn. R. 1230.1150, Subpart 2(A)(4)

<sup>104</sup> Minn. Stat. 177.44, Subdivision 7

<sup>105</sup> Minn. Stat. 177.44, Subdivision 6

<sup>106</sup> Minn. Stat. 177.30(b)

<sup>107</sup> Minn. Stat. 15C.02; , Minn. Stat. 161.315; Minn. Stat. 177.32; Minn. Stat. 177.43, Subdivision 5, Minn. Stat. 609.63

<sup>108</sup> Minn. Stat. 161.315 and Minn. Stat. 609.63

<sup>109</sup> Minn. Stat. 177.43, Subdivision 6a

<sup>110</sup> Minn. Stat. 177.27, Subdivision 8

<sup>111</sup> Minn. Stat. 177.27, Subdivision 10

<sup>112</sup> Minn. Stat. 181.74, Subdivision 1

**THE FOLLOWING APPENDICES ARE FOR  
EXPLANATORY PURPOSES ONLY.  
FOR SPECIFIC QUESTIONS, PLEASE CONTACT LCU.<sup>113</sup>**

**APPENDIX A****SALARIED WORKER WAGE COMPUTATION**

**Salaried Workers.** In order to convert the Worker's salary into an hourly rate of pay, divide the employee's weekly, bi-weekly or monthly earnings by the total number of hours Worked (government and non-government), including overtime hours for the time period used.<sup>114</sup>

$$\mathbf{\$800.00 \text{ (weekly salary)} / 40 \text{ (total weekly hours)} = \mathbf{\$20.00}}$$

$$\mathbf{\$1,600.00 \text{ (bi-weekly salary)} / 80 \text{ (total bi-weekly hours)} = \mathbf{\$20.00}}$$

$$\mathbf{\$3,200.00 \text{ (monthly salary)} / 160 \text{ (total monthly hours)} = \mathbf{\$20.00}}$$

**APPENDIX B****FRINGE BENEFIT CREDIT**

**Fringe Benefit Credit Calculation.** The Employer contributes monthly (\$600.00) for medical insurance on behalf of a Worker. In order to calculate the projected hourly credit that the Employer can take, the Employer should: (1) add the monthly contributions for each Worker, (2) multiply by twelve (12) months, and (3) divide the total cost of the benefit by the total hours worked (government and non-government)<sup>115</sup> (see annual example below). Quarterly and monthly examples are also provided.

**Annual:**       $(\$600.00) \times (12 \text{ months}) = \mathbf{\$7,200.00}$   
                   $(\$7,200.00) / (2080 \text{ hours}) = \mathbf{\$3.46 \text{ per hour credit}}$

**Quarterly:**    $(\$600.00) \times (3 \text{ months}) = \mathbf{\$1,800.00}$   
                   $(\$1,800.00) / (520 \text{ hours}) = \mathbf{\$3.46 \text{ per hour credit}}$

**Monthly:**      $(\$600.00) \times (1 \text{ month}) = \mathbf{\$600.00}$   
                   $(\$600.00) / (173 \text{ hours}) = \mathbf{\$3.47 \text{ per hour credit}}$

**End of Year Self-Audit.** At the end of the calendar year, the Contractor must conduct an audit to determine if the hourly fringe benefit credit taken for each Worker was accurate. The Contractor must calculate the total annual fringe benefits paid on behalf of each Worker and divide that amount by the total number of hours worked (government and non-government) by that Worker. If the hourly fringe benefit credit was less than what was reported on a CPR, the contractor must compensate the Worker the hourly difference, multiplied by the total hours worked under the Contract.

**APPENDIX C****APPRENTICE RATE OF PAY**

**State Requirements.** The Apprentice must be compensated according his/her level of progress, which is expressed as a percentage of the Journeyworker wage that is established in the program.

$$\mathbf{\text{Journeyworker Wage Established in Program} = \mathbf{\$25.00}}$$

$$\mathbf{\text{Apprentice Level of Progress} = \mathbf{60\%}}$$

$$\mathbf{(\$25.00) * (.60) = \mathbf{\$15.00}}$$

<sup>113</sup> lcu-support.dot@state.mn.us or (651) 366-4238

<sup>114</sup> United States Department of Labor Field Operation Handbook, Section 15f08

<sup>115</sup> United States Department of Labor Field Operation Handbook, Section 15f12

## APPENDIX D

## PREVAILING WAGE OVERTIME CALCULATION

**Overtime Hourly Rate of Pay.** Here is the formula to calculate the required minimum overtime.<sup>116</sup>

$$OT = (PW * .5) + (HW) + (RF) + (F)$$

**Definition of OT Acronyms**

**OT:** overtime.

**PW:** the basic hourly prevailing wage rate established in a federal and/or state prevailing Wage Decision.

**HW:** hourly wage rate paid to a Worker.

**RF:** remaining fringe, which means the difference between the Contract hourly Fringe Benefit rate and the actual hourly Fringe Benefit rate paid by the Contractor to a third party on behalf of a Worker.

**F:** Fringe Benefit contributions that are bona-fide and contributed by an Employer to a third party on behalf of a Worker.

The Total Prevailing Wage Rate for a Worker is \$30.00, which is comprised of an hourly basic rate of \$20.00 and an hourly fringe rate of \$10.00. The table below includes various hourly basic and Fringe Benefit payments that a Contractor could potentially make to a Worker.

<b>OT CALCULATION FORMULA AND EXAMPLES</b>				
<b><math>OT = (PW * .5) + (HW) + (RF) + (F)</math></b>				
<b>Hourly Wage Paid</b>	<b>Fringe Benefits Paid</b>	<b><u>Payment To Employee</u>  <b><math>(PW * .5) + (HW) + (RF)</math></b></b>	<b><u>Fringe Payment</u>  <b>+ (F)</b></b>	<b><u>Total Payment</u>  <b>= OT</b></b>
\$ 20.00	\$ 10.00	$(\$ 20.00 * .5) + (\$ 20.00) + (\$ 0.00) = \$ 30.00$	+ \$ 10.00	= \$ 40.00
\$ 18.00	\$ 12.00	$(\$ 20.00 * .5) + (\$ 18.00) + (\$ 0.00) = \$ 28.00$	+ \$ 12.00	= \$ 40.00
\$ 22.00	\$ 8.00	$(\$ 20.00 * .5) + (\$ 22.00) + (\$ 0.00) = \$ 32.00$	+ \$ 8.00	= \$ 40.00
\$ 30.00	\$ 0.00	$(\$ 20.00 * .5) + (\$ 30.00) + (\$ 0.00) = \$ 40.00$	+ \$ 0.00	= \$ 40.00
\$ 24.00	\$ 4.00	$(\$ 20.00 * .5) + (\$ 24.00) + (\$ 2.00) = \$ 36.00$	+ \$ 4.00	= \$ 40.00

Regarding the last example the Contractor would be required to pay an additional \$2.00 to the Worker, which is wages in lieu of fringe for a straight time hourly rate of \$26.00 not \$24.00.

A Contractor subject to the Fair Labor Standards Act (FLSA) may be subject to additional overtime compensation requirements.

<sup>116</sup> United States Department of Labor Field Operation Handbook, Section 15k

MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE FUNDED CONSTRUCTION PROJECTS



THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

**Construction Type: Highway and Heavy**

**Region Number: 04**

Counties within region:

- BECKER-03
- BIG STONE-06
- CLAY-14
- DOUGLAS-21
- GRANT-26
- MAHNOMEN-43
- OTTERTAIL-56
- POPE-61
- STEVENS-75
- SWIFT-76
- TRAVERSE-78
- WILKIN-84

Effective: 2020-09-28

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate. *Note: Overtime pay after eight (8) hours on the project must be paid even if the worker does not exceed forty (40) hours in the work week.*

Violations on MnDOT highways and road projects should be reported to:

Department of Transportation  
Office of Construction  
Transportation Building MS650  
John Ireland Blvd  
St. Paul, MN 55155  
(651) 366-4209

All other prevailing wage violations and questions should be sent to:

Department of Labor and Industry  
Prevailing Wage Section  
443 Lafayette Road N  
St Paul, MN 55155  
(651) 284-5091  
[DLI.PrevWage@state.mn.us](mailto:DLI.PrevWage@state.mn.us)

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
<b>LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)</b>					
101	LABORER, COMMON (GENERAL LABOR WORK)	2020-09-28	25.00	19.14	44.14
		2021-05-01	26.25	19.94	46.19

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2020-09-28	25.00	19.14	44.14
		2021-05-01	26.25	19.94	46.19
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2020-09-28	18.00	2.00	20.00
104	FLAG PERSON	2020-09-28	25.00	19.14	44.14
		2021-05-01	26.25	19.94	46.19
105	WATCH PERSON	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a>			
106	BLASTER	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a>			
107	PIPELAYER (WATER, SEWER AND GAS)	2020-09-28	28.00	19.14	47.14
		2021-05-01	29.75	19.94	49.69
108	TUNNEL MINER	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a>			
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2020-09-28	26.10	19.14	45.24
		2021-05-01	27.75	19.94	47.69
110	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	2020-09-28	21.39	14.90	36.29
111	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2020-09-28	23.04	17.10	40.14

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
112	2020-09-28	17.00	8.84	25.84
QUALITY CONTROL TESTER (FIELD AND COVERED OFF-SITE FACILITIES; TESTING OF AGGREGATE, ASPHALT, AND CONCRETE MATERIALS); LIMITED TO MN DOT HIGHWAY AND HEAVY CONSTRUCTION PROJECTS WHERE THE MN DOT HAS RETAINED QUALITY ASSURANCE PROFESSIONALS TO REVIEW AND INTERPRET THE RESULTS OF QUALITY CONTROL TESTERS. SERVICES PROVIDED BY THE CONTRACTOR.				
<b>SPECIAL EQUIPMENT (201 - 204)</b>				
201	2020-09-28	37.79	20.50	58.29
ARTICULATED HAULER				
202	2020-09-28	29.36	21.55	50.91
	2021-05-03	30.21	22.55	52.76
BOOM TRUCK				
203	2020-09-28	22.00	0.00	22.00
LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS				
204	2020-09-28	25.31	19.70	45.01
OFF-ROAD TRUCK				
205	2020-09-28	24.16	22.85	47.01
PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.				
<b>HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR</b>				
<b>GROUP 2</b>	2020-09-28	38.64	20.50	59.14
302	HELICOPTER PILOT (HIGHWAY AND HEAVY ONLY)			
303	CONCRETE PUMP (HIGHWAY AND HEAVY ONLY)			
304	ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB (HIGHWAY AND HEAVY ONLY)			



LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
305				
DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)				
306				
GRADER OR MOTOR PATROL				
307				
PILE DRIVING (HIGHWAY AND HEAVY ONLY)				
308				
TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				
<b>GROUP 3</b>	2020-09-28	29.67	21.55	51.22
	2021-05-03	30.52	22.55	53.07
309				
ASPHALT BITUMINOUS STABILIZER PLANT				
310				
CABLEWAY				
311				
CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)				
312				
DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)				
313				
DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)				
314				
DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER				
315				
FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)				
316				
LOCOMOTIVE CRANE OPERATOR				
317				
MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE				
318				
MECHANIC . WELDER ON POWER EQUIPMENT (HIGHWAY AND HEAVY ONLY)				
319				
TRACTOR . BOOM TYPE (HIGHWAY AND HEAVY ONLY)				
320				
TANDEM SCRAPER				
321				
TRUCK CRANE . CRAWLER CRANE (HIGHWAY AND HEAVY ONLY)				
322				
TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)				
<b>GROUP 4</b>	2020-09-28	37.79	20.50	58.29
323				
AIR TRACK ROCK DRILL				
324				
AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				
325				
BACKFILLER OPERATOR				
326				
CONCRETE BATCH PLANT OPERATOR (HIGHWAY AND HEAVY ONLY)				
327				
BITUMINOUS ROLLERS, RUBBER TIERED OR STEEL DRUMMED (EIGHT TONS AND OVER)				
328				
BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)				
329				
BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS				
330				
CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS				
331				
CHIP HARVESTER AND TREE CUTTER				
332				
CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE				
333				
CONCRETE MIXER ON JOBSITE (HIGHWAY AND HEAVY ONLY)				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
334				
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368				
<b>GROUP 5</b>	2020-09-28	27.65	21.55	49.20
	2021-05-03	28.50	22.55	51.05

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
369				
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385				
<b>GROUP 6</b>	2020-09-28	27.05	21.55	48.60
	2021-05-03	27.90	22.55	50.45
387				
388				
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397				
<b>TRUCK DRIVERS</b>				
<b>GROUP 1</b>	2020-09-28	31.25	17.50	48.75
601				
602				
603				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
<b>GROUP 2</b>	2020-09-28	35.66	2.14	37.80	
604					
	FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
<b>GROUP 3</b>	2020-09-28	28.40	18.35	46.75	
605					
	BITUMINOUS DISTRIBUTOR DRIVER				
606					
	BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607					
	THREE AXLE UNITS				
<b>GROUP 4</b>	2020-09-28	23.41	17.22	40.63	
608					
	BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)				
609					
	DUMP PERSON				
610					
	GREASER				
611					
	PILOT CAR DRIVER				
612					
	RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS				
613					
	TWO AXLE UNIT				
614					
	SLURRY OPERATOR				
615					
	TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616					
	TRACTOR OPERATOR, UNDER 50 H.P.				
<b>SPECIAL CRAFTS</b>					
701					
	HEATING AND FROST INSULATORS	2020-09-28	17.50	0.00	17.50
702					
	BOILERMAKERS	2020-09-28	38.33	27.43	65.76
703					
	BRICKLAYERS	2020-09-28	35.88	23.20	59.08
704					
	CARPENTERS	2020-09-28	30.60	20.72	51.32
		2021-05-04	32.65	20.72	53.37
705					
	CARPET LAYERS (LINOLEUM)	FOR RATE CALL 651-284-5091 OR EMAIL <u><a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a></u>			
706					
	CEMENT MASONS	2020-09-28	33.12	16.11	49.23
		2021-05-01	35.17	16.11	51.28
707					
	ELECTRICIANS	2020-09-28	35.05	19.88	54.93
711					
	GROUND PERSON	2020-09-28	40.14	0.00	40.14

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
712	IRONWORKERS	2020-09-28	33.99	30.70	64.69
		2021-05-01	36.19	30.70	66.89
713	LINEMAN	2020-09-28	36.26	6.93	43.19
714	MILLWRIGHT	2020-09-28	39.04	21.72	60.76
		2021-05-03	40.99	21.72	62.71
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2020-09-28	13.70	8.84	22.54
716	PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2020-09-28	38.96	25.03	63.99
		2021-05-03	41.01	25.03	66.04
717	PIPEFITTERS . STEAMFITTERS	2020-09-28	36.19	17.39	53.58
719	PLUMBERS	2020-09-28	44.78	23.04	67.82
721	SHEET METAL WORKERS	2020-09-28	27.00	3.33	30.33
723	TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a>			
724	TILE SETTERS	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a>			
725	TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a>			
727	WIRING SYSTEM TECHNICIAN	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a>			
728	WIRING SYSTEMS INSTALLER	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a>			
729	ASBESTOS ABATEMENT WORKER	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a>			
730	SIGN ERECTOR	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a>			

**LABOR CODE AND CLASS**

**EFFECT DATE    BASIC RATE    FRINGE RATE    TOTAL RATE**

MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE FUNDED CONSTRUCTION PROJECTS



THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

**Construction Type: Commercial**

**County Number: 56**

County Name: OTTERTAIL

Effective: 2020-11-16

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate. *Note: Overtime pay after eight (8) hours on the project must be paid even if the worker does not exceed forty (40) hours in the work week.*

Violations should be reported to:

Department of Labor and Industry  
 Prevailing Wage Section  
 443 Lafayette Road N  
 St Paul, MN 55155  
 (651) 284-5091  
[DLI.PrevWage@state.mn.us](mailto:DLI.PrevWage@state.mn.us)

\* Indicates that adjacent county rates were used for the labor class listed.

**County: OTTERTAIL (56)**

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
<b>LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)</b>					
101	LABORER, COMMON (GENERAL LABOR WORK)	2020-11-16	29.53	20.62	50.15
		2021-05-01	30.78	21.52	52.30
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2020-11-16	29.53	20.62	50.15
		2021-05-01	30.78	21.52	52.30
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2020-11-16	17.00	2.00	19.00
104	FLAG PERSON	2020-11-16	29.53	20.62	50.15
105	WATCH PERSON	2020-11-16	31.00	2.92	33.92

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
106	BLASTER	2020-11-16	21.33	9.01	30.34
107*	PIPELAYER (WATER, SEWER AND GAS)	2020-11-16	28.00	19.14	47.14
		2021-05-01	29.75	19.94	49.69
108	TUNNEL MINER	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a>			
109*	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2020-11-16	26.10	19.14	45.24
		2021-05-01	27.75	19.94	47.69
110*	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	+\$950,000 2020-11-16	26.51	17.69	44.20
		-\$950,000 2020-11-16	24.76	17.69	42.45
111	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2020-11-16	15.00	0.00	15.00
<b>SPECIAL EQUIPMENT (201 - 204)</b>					
201	ARTICULATED HAULER	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a>			
202	BOOM TRUCK	2020-11-16	20.00	0.91	20.91
203*	LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING,	2020-11-16	15.00	0.00	15.00



LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
204				
SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS				
205	2020-11-16	30.25	17.65	47.90
OFF-ROAD TRUCK				
FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a>				
PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.				
<b>HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR</b>				
<b>GROUP 2 *</b>	2020-11-16	24.00	3.00	27.00
306	GRADER OR MOTOR PATROL			
308	TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)			
<b>GROUP 3</b>				
FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a>				
309	ASPHALT BITUMINOUS STABILIZER PLANT			
310	CABLEWAY			
312	DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)			
314	DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER			
316	LOCOMOTIVE CRANE OPERATOR			
320	TANDEM SCRAPER			
322	TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)			
<b>GROUP 4</b>	2020-11-16	29.00	0.00	29.00
323	AIR TRACK ROCK DRILL			
324	AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)			
325	BACKFILLER OPERATOR			
327	BITUMINOUS ROLLERS, RUBBER TIERED OR STEEL DRUMMED (EIGHT TONS AND OVER)			
328	BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)			
329	BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS			
330	CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS			
331	CHIP HARVESTER AND TREE CUTTER			

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
332				
CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE				
334				
CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)				
335				
CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT				
336				
CURB MACHINE				
337				
DIRECTIONAL BORING MACHINE				
338				
DOPE MACHINE (PIPELINE)				
340				
DUAL TRACTOR				
341				
ELEVATING GRADER				
345				
GPS REMOTE OPERATING OF EQUIPMENT				
347				
HYDRAULIC TREE PLANTER				
348				
LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)				
349				
LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)				
350				
MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE				
352				
PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE				
354				
PIPELINE WRAPPING, CLEANING OR BENDING MACHINE				
356				
POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES				
357				
PUGMILL				
359				
RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)				
360				
SCRAPER				
361				
SELF-PROPELLED SOIL STABILIZER				
362				
SLIP FORM (POWER DRIVEN) (PAVING)				
363				
TIE TAMPER AND BALLAST MACHINE				
365				
TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)				
367				
TUB GRINDER, MORBARK, OR SIMILAR TYPE				
<b>GROUP 5 *</b>	2020-11-16	19.65	13.40	33.05
370				
BITUMINOUS ROLLER (UNDER EIGHT TONS)				
371				
CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)				
372				
FORM TRENCH DIGGER (POWER)				
375				
HYDRAULIC LOG SPLITTER				
376				
LOADER (BARBER GREENE OR SIMILAR TYPE)				
377				
POST HOLE DRIVING MACHINE/POST HOLE AUGER				
379				
POWER ACTUATED JACK				
381				
SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)				
382				
SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER				
383				
SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER				
384				
STUMP CHIPPER AND TREE CHIPPER				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
385				
	TREE FARMER (MACHINE)			
<b>GROUP 6 *</b>	2020-11-16	17.00	3.00	20.00
387	CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER			
389	DREDGE DECK HAND			
391	GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)			
393	LEVER PERSON			
395	POWER SWEEPER			
396	SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS			
397	TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING			
<b>COMMERCIAL POWER EQUIPMENT OPERATOR</b>				
<b>GROUP 1</b>	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVWAGE@STATE.MN.US">DLI.PREVWAGE@STATE.MN.US</a>			
501	HELICOPTER PILOT (COMMERCIAL CONSTRUCTION ONLY)			
502	TOWER CRANE 250 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)			
503	TRUCK CRAWLER CRANE WITH 200 FEET OF BOOM AND OVER, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)			
<b>GROUP 2 *</b>	2020-11-16	42.23	21.70	63.93
	2021-05-03	43.03	22.85	65.88
504	CONCRETE PUMP WITH 50 METERS/164 FEET OF BOOM AND OVER (COMMERCIAL CONSTRUCTION ONLY)			
505	PILE DRIVING WHEN THREE DRUMS IN USE (COMMERCIAL CONSTRUCTION ONLY)			
506	TOWER CRANE 200 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)			
507	TRUCK OR CRAWLER CRANE WITH 150 FEET OF BOOM UP TO AND NOT INCLUDING 200 FEET, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)			
<b>GROUP 3</b>	2020-11-16	25.50	3.44	28.94
508	ALL-TERRAIN VEHICLE CRANES (COMMERCIAL CONSTRUCTION ONLY)			
509	CONCRETE PUMP 32-49 METERS/102-164 FEET (COMMERCIAL CONSTRUCTION ONLY)			
510	DERRICK (GUY & STIFFLEG) (COMMERCIAL CONSTRUCTION ONLY)			
511	STATIONARY TOWER CRANE UP TO 200 FEET			
512	SELF-ERECTING TOWER CRANE 100 FEET AND OVER MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)			
513	TRAVELING TOWER CRANE (COMMERCIAL CONSTRUCTION ONLY)			
514	TRUCK OR CRAWLER CRANE UP TO AND NOT INCLUDING 150 FEET OF BOOM, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)			
<b>GROUP 4 *</b>	2020-11-16	40.58	21.70	62.28
515	CRAWLER BACKHOE INCLUDING ATTACHMENTS (COMMERCIAL CONSTRUCTION ONLY)			

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
516				
517				
518				
519				
520				
<b>GROUP 5 *</b>	2020-11-16	39.17	21.70	60.87
521				
522				
523				
524				
525				
526				
527				
528				
529				
530				
531				
532				
533				
534				
<b>GROUP 6 *</b>	2020-11-16	37.75	21.70	59.45
535				
536				
537				
538				
539				
540				
<b>GROUP 7 *</b>	2020-11-16	36.69	21.70	58.39
	2021-05-03	37.49	22.85	60.34
541				
542				
543				
544				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
545				
OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS AND MILLING MACHINES, OR OTHER SIMILAR POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)				
546				
PICK UP SWEEPER (ONE CUBIC YARD HOPPER CAPACITY) (COMMERCIAL CONSTRUCTION ONLY)				
547				
PUMP AND/OR CONVEYOR (COMMERCIAL CONSTRUCTION ONLY)				
<b>GROUP 8</b>				
FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVWAGE@STATE.MN.US">DLI.PREVWAGE@STATE.MN.US</a>				
548				
ELEVATOR OPERATOR (COMMERCIAL CONSTRUCTION ONLY)				
549				
GREASER (COMMERCIAL CONSTRUCTION ONLY)				
550				
MECHANICAL SPACE HEATER (TEMPORARY HEAT NO BOILER LICENSE REQUIRED) (COMMERCIAL CONSTRUCTION ONLY)				
<b>TRUCK DRIVERS</b>				
<b>GROUP 1 *</b>	2020-11-16	21.64	10.24	31.88
601				
MECHANIC . WELDER				
602				
TRACTOR TRAILER DRIVER				
603				
TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)				
<b>GROUP 2 *</b>	2020-11-16	21.00	0.00	21.00
604				
FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
<b>GROUP 3 *</b>	2020-11-16	16.00	0.00	16.00
605				
BITUMINOUS DISTRIBUTOR DRIVER				
606				
BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607				
THREE AXLE UNITS				
<b>GROUP 4</b>	2020-11-16	11.50	1.81	13.31
608				
BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)				
609				
DUMP PERSON				
610				
GREASER				
611				
PILOT CAR DRIVER				
612				
RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS				
613				
TWO AXLE UNIT				
614				
SLURRY OPERATOR				
615				
TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616				
TRACTOR OPERATOR, UNDER 50 H.P.				

**SPECIAL CRAFTS**

<b>LABOR CODE AND CLASS</b>	<b>EFFECT DATE</b>	<b>BASIC RATE</b>	<b>FRINGE RATE</b>	<b>TOTAL RATE</b>	
701	HEATING AND FROST INSULATORS	2020-11-16	19.50	0.90	20.40
702	BOILERMAKERS	2020-11-16	39.69	28.82	68.51
		2021-01-01	41.39	28.82	70.21
703	BRICKLAYERS	2020-11-16	34.41	24.46	58.87
		2021-05-01	36.91	24.46	61.37
704	CARPENTERS	2020-11-16	27.03	18.71	45.74
		2021-05-03	29.03	18.71	47.74
705*	CARPET LAYERS (LINOLEUM)	2020-11-16	23.47	15.67	39.14
706	CEMENT MASONS	2020-11-16	33.43	18.50	51.93
		2021-05-01	35.38	18.50	53.88
707	ELECTRICIANS	2020-11-16	21.50	4.13	25.63
708*	ELEVATOR CONSTRUCTORS	2020-11-16	51.55	40.48	92.03
		2021-01-01	53.28	41.79	95.07
709*	GLAZIERS	2020-11-16	43.00	21.08	64.08
		2021-06-07	45.05	21.08	66.13
710*	LATHERS	2020-11-16	27.03	18.71	45.74
		2021-05-03	29.03	18.71	47.74
712	IRONWORKERS	2020-11-16	18.00	0.00	18.00
714*	MILLWRIGHT	2020-11-16	35.73	26.50	62.23
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2020-11-16	28.00	0.84	28.84
716	PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2020-11-16	26.54	17.03	43.57

<b>LABOR CODE AND CLASS</b>	<b>EFFECT DATE</b>	<b>BASIC RATE</b>	<b>FRINGE RATE</b>	<b>TOTAL RATE</b>	
717	PIPEFITTERS . STEAMFITTERS	2020-11-16	38.24	17.49	55.73
		2021-05-01	40.14	17.49	57.63
718*	PLASTERERS	2020-11-16	27.72	15.83	43.55
		2021-05-01	29.22	15.83	45.05
719	PLUMBERS	2020-11-16	38.24	17.49	55.73
		2021-05-01	40.14	17.49	57.63
720	ROOFER	2020-11-16	22.00	3.28	25.28
721	SHEET METAL WORKERS	2020-11-16	41.02	25.35	66.37
		2021-05-03	43.32	25.35	68.67
722*	SPRINKLER FITTERS	2020-11-16	38.79	21.04	59.83
723*	TERRAZZO WORKERS	2020-11-16	41.68	20.73	62.41
		2021-05-03	43.73	20.73	64.46
724*	TILE SETTERS	2020-11-16	17.44	5.81	23.25
725*	TILE FINISHERS	2020-11-16	25.21	5.46	30.67
726*	DRYWALL TAPER	2020-11-16	26.27	19.63	45.90
727*	WIRING SYSTEM TECHNICIAN	2020-11-16	37.82	15.98	53.80
728*	WIRING SYSTEMS INSTALLER	2020-11-16	28.14	14.02	42.16
729	ASBESTOS ABATEMENT WORKER	2020-11-16	32.68	19.66	52.34
730*	SIGN ERECTOR	2020-11-16	30.03	16.79	46.82

## Notice of truck rental rate certification and effective date

The Department of Labor and Industry (DLI) temporary commissioner has certified the minimum truck rental rates for state-funded highway projects effective Dec. 21, 2020. This certification follows the publication of the Notice of Truck Rental Rate Determination in the *State Register* on Nov. 30, 2020, and the informal conference held pursuant to Minnesota Rules, part 5200.1105, Dec. 11, 2020.

According to Minnesota Rules, part 5200.1105, the purpose of the informal conference was for DLI to obtain further input regarding the determined rates prior to the certification. No written input regarding the determination was received by DLI prior to the informal conference.

The truck rental rate is determined for each equipment type by adding the average hourly cost of operating the vehicle to the certified prevailing wage rate for the driver. The average hourly operating costs are determined by voluntary survey of truck owner operators, trucking contractors and trucking firms.

The determination of the minimum truck rental rates by region are as follows.

### Three-axle units

Region	Effective date	607 driver rate	Operating cost	Truck rental rate
Region 1	Certification date	\$55.68	\$37.35	\$93.03
Region 2	Certification date	\$46.75	\$37.35	\$84.10
Region 3	Certification date	\$45.02	\$37.35	\$82.37
Region 4	Certification date	\$46.75	\$37.35	\$84.10
Region 5	Certification date	\$34.91	\$37.35	\$72.26
Region 6	Certification date	\$44.70	\$37.35	\$82.05



Region	Effective date	607 driver rate	Operating cost	Truck rental rate
Region 7	Certification date	\$44.70	\$37.35	\$82.05
Region 8	Certification date	\$43.25	\$37.35	\$80.60
Region 9	Certification date	\$30.91	\$37.35	\$68.26
Region 10	Certification date	\$44.45	\$37.35	\$81.80

### Four or more axle units

Region	Effective date	604 driver rate	Operating cost	Truck rental rate
Region 1	Certification date	\$53.05	\$45.89	\$98.94
	Increase May 1, 2021	\$54.55	\$45.89	\$100.44
Region 2	Certification date	\$41.51	\$45.89	\$87.40
Region 3	Certification date	\$38.51	\$45.89	\$84.40
Region 4	Certification date	\$37.80	\$45.89	\$83.69
Region 5	Certification date	\$32.46	\$45.89	\$78.35
Region 6	Certification date	\$39.40	\$45.89	\$85.29
Region 7	Certification date	\$43.00	\$45.89	\$88.89
Region 8	Certification date	\$28.41	\$45.89	\$74.30
Region 9	Certification date	\$48.20	\$45.89	\$94.09
Region 10	Certification date	\$26.00	\$45.89	\$71.89

## Tractor

Region	Effective date	602 driver rate	Operating cost	Tractor Only Truck Rental Rate	Plus Trailer Operating Cost	Tractor Trailer Rental Rate
Region 1	Certification date	\$53.60	\$54.96	\$108.56	\$11.46	\$120.02
	Increase May 1, 2021	\$55.10	\$54.96	\$110.06	\$11.46	\$121.52
Region 2	Certification date	\$42.02	\$54.96	\$96.98	\$11.46	\$108.44
Region 3	Certification date	\$46.55	\$54.96	\$101.51	\$11.46	\$112.97
Region 4	Certification date	\$48.75	\$54.96	\$103.71	\$11.46	\$115.17
Region 5	Certification date	\$37.65	\$54.96	\$92.61	\$11.46	\$104.07
Region 6	Certification date	\$41.40	\$54.96	\$96.36	\$11.46	\$107.82
Region 7	Certification date	\$41.40	\$54.96	\$96.36	\$11.46	\$107.82
Region 8	Certification date	\$28.91	\$54.96	\$83.87	\$11.46	\$95.33
Region 9	Certification date	\$48.75	\$54.96	\$103.71	\$11.46	\$115.17
Region 10	Certification date	\$38.75	\$54.96	\$93.71	\$11.46	\$105.17

The minimum truck rental rate for these four types of trucks in the state's 10 highway and heavy construction areas will be effective for all Minnesota Department of Transportation (MnDOT) highway construction work financed in whole or part with state funds advertised for bid on or after the day the notice of certification is published in the *State Register*.

Roslyn Robertson  
DLI temporary commissioner

# EQUAL EMPLOYMENT OPPORTUNITY (EEO) SPECIAL PROVISIONS

This section of Special Provisions contains the Equal Employment Opportunity (EEO) rules and regulations for highway construction projects in Minnesota which are federally and/or State funded.

The source of funding determines which EEO regulations and goals (Federal and/or State goals) apply to a specific project. When a project contains funding from both Federal and State sources, both sets of regulations apply, and the Minnesota Department of Transportation (MnDOT) monitors and reviews projects at both levels.

If the project contains any Federal funding, and has a total dollar value exceeding \$10,000, Federal EEO regulations and goals apply (pages 2, 6, 7-8, 9-14, 15, 16-17, 22-26, 27-38). The MnDOT Office of Civil Rights monitors and reviews these projects on behalf of the Federal Highway Administration (FHWA), under Federal statutes (23 USC 140) and rules (23 CFR 230).

If the project contains any State funding, and has a total dollar value exceeding \$100,000, State EEO regulations and goals apply (pages 2, 3, 4, 5, 6, 9-14, 16-22). MnDOT's Office of Civil Rights monitors and reviews these projects in conjunction with the Minnesota Department of Human Rights under Minnesota Statutes §363A.36 and its accompanying rules.

MnDOT has established a single review and monitoring process which meets both Federal and State requirements.

Please note that Pages 23-38 of these Special Provisions may be omitted from projects with no Federal funding.

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**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION  
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
(23 USC 140, 23 CFR 230 and Minnesota Statute §363A.36)**

1. The offerer's or bidder's attention is called to the "Minnesota Affirmative Action Requirements" (EEO Page 4), the "Specific Federal Equal Employment opportunity Responsibilities" (EEO Pages 7-8), the "Standard Federal and State Equal Employment Opportunity Construction Contract Specifications" (EEO Pages 9-14), the "Equal Opportunity Clause" (EEO Page 15) and "Required Contract Provisions - Federal-Aid Construction Contracts" (EEO Pages 27-38).
2. The goals and timetables for minority and women participation, expressed in percentage terms of hours of labor for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as shown on EEO Pages 16-17.

These goals are applicable to all the Contractor's construction work (whether or not it is State or State assisted, Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the regulations in 41 CFR Part 60-4, and/or Minnesota Statutes §363A.36 and its accompanying rules shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) for Federal or federally assisted projects, and Minnesota Statutes §363A.36, and its accompanying rules for State or State assisted projects, and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and women employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority and women employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4 for Federal or federally-assisted projects and/or Minnesota Statutes §363A.36 and its accompanying rules for state or state-assisted projects. Compliance with the goals will be measured against the total work hours performed.

3. If the contract is federally funded, the Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within ten working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. If the contract is state funded, the Contractor shall provide written notification to the Compliance Division, Minnesota Department of Human Rights, Freeman Building, 625 Robert Street North, Saint Paul, Minnesota 55155 within ten working days of award of any construction subcontract in excess of \$100,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the county or counties of the State of Minnesota where the work is to be performed.

**NOTICE TO ALL PRIME AND SUBCONTRACTORS  
PRE-AWARD REPORTING REQUIREMENTS**

In order to ensure compliance with Federal and State laws and regulations (23 USC 140, and 23 CFR 230, and Minnesota Statutes §363A.36) and to ensure Mn/DOT's ability to monitor and enforce compliance efforts, the following requirements apply if the apparent low bid exceeds \$ 5,000,000.00:

- 1) The Apparent Low Bidder ("ALB") must provide to Mn/DOT the "EEO-8 Form" (also entitled "EEO Compliance Review Report"), which must provide detail on the contractor's total company workforce in the State of Minnesota during the twelve month period preceding July 30<sup>th</sup> of the previous year (Office and/or clerical personnel need not to be included).
- 2) The ALB must provide to Mn/DOT a work plan for meeting the minority and women employment goals established by the Minnesota Department of Human Rights, for the project in question. The work plan must include, at a minimum (1) how the ALB will incorporate its current minority and women employees in the ALB's efforts to meet the established goals; and (2) a contingency plan if the ALB has determined that its current workforce is not sufficient in order to achieve the established employment goals. If the ALB relies in whole or in part upon unions as a source of employees, then the ALB must (1) include a list of established organizations that are likely to yield qualified minority and women candidates if those union(s) are unable to provide a reasonable flow of minority and women candidates in their work plan; and (2) document the method by which these organizations will refer candidates to the ALB for employment opportunities. All bidders are hereby notified that the U.S. Department of Labor has determined that a contractor will not be excused from complying with the Federal and State laws and regulations cited above based solely on the fact that a contractor has a collective bargaining agreement with a union providing for the union to be the exclusive source of referral and that the union failed to refer minority employees. A contractor may obtain a list of organizations likely to yield qualified minority and women candidates from the Mn/DOT Office of Civil Rights.
- 3) The ALB must provide to Mn/DOT the ALB's total workforce and labor projections for the project (represented in hours), the ALB's projected total number of minority hours for the project, and the ALB's projected total number of women hours for the project. The details must include the trade(s) that will be utilized in order to complete the project.

The ALB must submit documents as required to comply with this section no later than five business days after the date that bids for the contract are opened. The five day period starts the business day following the date that bids were opened. The required documents must be received prior to Contract Award, and must be sent to the Mn/DOT Office of Civil Rights – 395 John Ireland Blvd., Mail Stop 170 St. Paul, MN 55155-1899. Submittal of the documents described in (1), (2) and (3) is required for contract award to the ALB. The submitted documents will be used as a tool to assist contractors in meeting employment goals; the content itself will not be evaluated for the purpose of determining contract award.

## MINNESOTA AFFIRMATIVE ACTION REQUIREMENTS

1. It is hereby agreed between the parties to this contract that Minnesota Statutes, Section §363A.36, and its accompanying rules are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statutes, Section §363A.36, and its accompanying rules is available upon request from the contracting agency. The Contractor hereby agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
2. It is hereby agreed between the parties to this contract that this agency requires that the Contractor meet affirmative action criteria as provided for by Minnesota Statutes §363A.36 and its accompanying rules. It is the intent of the Minnesota Department of Transportation to fully carry out its responsibility for requiring affirmative action, and to implement sanctions for failure to meet these requirements. Failure by a contractor to implement an affirmative action plan, meet project employment goals for minority and women employment or make a good faith effort to do so may result in revocation of his/her Certificate of Compliance or suspension or revocation of the contract (Minnesota Statutes §363A.36).
3. Under the affirmative action obligation imposed by the Human Rights Act, Minnesota Statutes, Section §363A.36, contractors shall take affirmative action to employ and advance in employment minority, female, and qualified disabled individuals at all levels of employment. Affirmative action must apply to all employment practices, including but not limited to hiring, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall recruit, hire, train and promote persons in all job titles, without regard to race, color, creed, religion, sex, national origin, marital status, status with regard to public assistance, physical or mental disability, sexual orientation or age except where such status is a bona fide occupational qualification. These affirmative action requirements of the Minnesota Human Rights Act are consistent with but broader than the Federal requirements as covered in this contract.
4. Affirmative Action for disabled workers. The Contractor shall not discriminate against any employee or applicant for employment because of a 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 individuals without discrimination based upon their physical or mental disability in all employment practices such as employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship). In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes, section §363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights pursuant to the Minnesota Human Rights Act.
5. 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 shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment minority, women and qualified disabled employees and applicants for employment, and the rights of applicants and employees. **A poster entitled "Contractor Non-discrimination is the Law" may be obtained from: Compliance Unit, Minnesota Department of Human Rights, Freeman Building, 625 Robert Street North, Saint Paul, Minnesota 55155. (651) 539-1100, TTY 296-1283, Toll Free 1-800-657-3704.**
6. The Contractor shall notify each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statutes, section §363A.36 of the Minnesota Human Rights Act, and is committed to take affirmative action to employ and advance in employment minority, women and qualified physically and mentally disabled individuals.

## **APPROPRIATE WORK PLACE BEHAVIOR ON Mn/DOT CONSTRUCTION PROJECTS UTILIZING STATE FUNDS**

It is the Minnesota Department of Transportation's (MnDOT's) policy to provide a workplace free from violence, threats of violence, harassment and discrimination. MnDOT has established a policy of zero tolerance for violence in the workplace. Contractors who perform work on MnDOT construction projects, or local government entities or public agencies utilizing state funds on highway construction projects, shall maintain a workplace free from violence, harassment and discrimination (See definitions, below).

### Definitions:

1. Violence is the threatened or actual use of force which results in or has a high likelihood of causing fear, injury, suffering or death. Employees are prohibited from taking reprisal against anyone who reports a violent act or threat.

2. Harassment is the conduct of one employee (toward another employee) which has the purpose or effect of 1) unreasonably interfering with the employee's work performance, and/or 2) creating an intimidating, hostile or offensive work environment. Harassment is not legitimate job-related efforts of supervisor to direct/evaluate an employee or to have an employee improve work performance.

A. Unlawful discriminatory harassment is harassment which is based on these characteristics: race, color, creed, religion, national origin, sex, disability, age, marital status, status with regard to public assistance or sexual orientation. Managers, supervisors and employees shall not take disciplinary or retaliatory action against employees who make complaints of sexual harassment.

Sexual harassment is unwelcome sexual advances, requests for sexual favors, or sexually motivated physical contact, or other verbal or physical conduct or communication of a sexual nature, when submission to that conduct or communication is 1) made a term or condition, either explicitly or implicitly, of obtaining employment; or 2) is used as a factor in decisions affecting an individual's employment; or 3) when that conduct or communication has the purpose or effect of substantially interfering with an individual's employment or creating an intimidating, hostile or offensive work environment, and the employer knows or should have known of the existence of the harassment and fails to take timely and appropriate action. Examples include but are not limited to insulting or degrading sexual remarks or conduct; threats, demands or suggestions that status is contingent upon toleration or acquiescence to sexual advances; displaying in the workplace sexually suggestive objects, publications or pictures, or retaliation against employees for complaining about the behavior cited above or similar behaviors.

B. General harassment is harassment which is not based on the above characteristics. Examples may include, but are not limited to: physically intimidating behavior and/or threats of violence; use of profanity (swearing), vulgarity; ridiculing, taunting, belittling or humiliating another person; inappropriate assignments of work or benefits; derogatory name calling.

3. Discrimination includes actions which cause a person, solely because of race, color, creed, religion, national origin, sex, disability, age, marital status, status with regard to public assistance or sexual orientation to be subject to unequal treatment.

Prime Contractors who work on MnDOT projects shall ensure that their managers, supervisors, foremen/women and employees are familiar with MnDOT's policy on appropriate work place behavior; and shall ensure that their subcontractors are familiar with this policy. Managers, supervisors and foremen/women will respond to, document, and take appropriate action in response to all reports of violence, threats of violence, harassment or discrimination. Failure to comply with this policy may result in cancellation, termination or suspension of contracts or subcontracts currently held and debarment from further such contracts or subcontracts as provided by statute. If you need additional information or training regarding this policy, please contact the Office of Civil Rights at (651) 366-3073.

## NOTICE TO ALL PRIME AND SUBCONTRACTORS REPORTING REQUIREMENTS

1. In order to monitor compliance with Federal Statutes 23 USC 140 and 23 CFR 230, and Minnesota Statutes §363A.36, all prime contractors and subcontractors are required to complete a Mn/DOT Monthly Employment Compliance Report each month for each project (Form EEO-13, sample copy at EEO Pages 20-21.) Prime contractors are also required to complete a Contractor Employment Data Report (Form EEO-12, sample copy at EEO Pages 18-19) once prior to work commencing on the project, unless one has been completed already within the calendar year.

The prime contractor of each project collects Monthly Employment Compliance Reports from each subcontractor who performed work during the month, and completes a Monthly Employment Compliance Report on its own work force. **For the month of July only, an EEO-13 is required for each payroll period within the month of July.** The prime contractor submits the EEO-13 forms to the Mn/DOT Project Engineer by the 15th day of the subsequent month.

Failure to submit the required reports in the allowable time frame will be cause for the imposition of contract sanctions.

It is the intent of Mn/DOT to implement monitoring measures on each project to ensure that each prime contractor and subcontractor is promoting the full realization of equal employment opportunities. Any project may be scheduled for an in depth on-site contract compliance review. During the scheduled on-site review, the Contractor will be required to provide to Mn/DOT documentation of its "good faith efforts" as shown in EEO Pages 10-13, at 7 a-p of this contract.

2. If a Federally funded project requires On-the-Job-Training (OJT) participation, information is provided in the contract and can be located by referring to the Table of Contents for Division S. (OJT is also listed as a bid line item under Trainees.) When a contract requires OJT participation, the Prime Contractor shall submit a training plan as indicated in the Proposal. The training plan shall include the job classification titles of trainees, planned training activities and the approximate start date of trainees.
3. When a Contractor selects a trainee applicant for OJT, the Contractor completes an On the Job Training Program-Trainee Assignment form (sample copy at EEO Page 23) and submits it to the Contract Compliance Specialist (CCS) assigned to the project for approval. The CCS notifies the Contractor and Project Engineer when the applicant is approved.
4. Hours of work performed by OJT employees shall be documented on a monthly basis on the Certification of On-The-Job Training Hours form, (Mn/DOT Form No. 21860, sample copy at EEO Page 24). The Contractor shall submit the original and one copy to the Project Engineer, and one copy to the CCS assigned to the project.

Do not remove forms from this contract. Please duplicate forms from the copies in this contract, or the Mn/DOT Office of Civil Rights will provide these forms upon request. Please call the Office of Civil Rights, (651) 366-3073.



## SPECIFIC FEDERAL EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (23 CFR 230, Subpart A, Appendix A, FAPG June 6, 1996)

### 1. General.

**a.** Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

**b.** The contractor will work with the State highway agencies and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

**c.** The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment Opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

### 2. Equal Employment Opportunity Policy.

The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote their full realization of equal employment through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre apprenticeship, and/or on-the-job training.

**3. Equal Employment Opportunity Officer.** The contractor will designate and make known to State highway agency contracting officers

an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

### 4. Dissemination of Policy.

**a.** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

(1). Periodic meetings of supervisory and personnel office staff will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2). All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.

(3). All personnel who are engaged in direct recruitment for the project will be instructed by the EEO officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.

**b.** In order to make the contractor's equal employment policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:

(1). Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

(2). The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

### 5. Recruitment.

**a.** When advertising for employees, the contractor will include in all advertisements for employees the notation "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

**b.** The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will, through his/her EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where the implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

**c.** The contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

**6. Personnel Actions.** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

**a.** The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

**b.** The contractor will periodically evaluate the spread of wages paid within each

**SPECIFIC FEDERAL EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (cont.)**

classification to determine any evidence of discriminatory wage practices.

**c.** The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

**d.** The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his/her obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all his avenues of appeal.

**7. Training and Promotion.**

**a.** The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees and applicants for employment.

**b.** Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e. apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded as indicated in Attachment 2.

**c.** The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

**d.** The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

**8. Unions.** If a contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as

agent will include the procedures set forth below:

**a.** The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group members and women so that they may qualify for higher paying employment.

**b.** The contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.

**c.** The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the State highway department and shall set forth what efforts have been made to obtain such information.

**d.** In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the State highway agency.

**9. Subcontracting.**

**a.** The contractor will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from State highway agency personnel.

**b.** The contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

**10. Records and Reports:**

**a.** The contractor shall keep such records as necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:

(1) The number of minority and non minority group members and women employed in each work classification on the project.

(2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractor's who rely in whole or in part on unions as a source of their work force),

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

(4) The progress and efforts being made in securing the services of minority group subcontractors with meaningful minority and female representation among their employees.

**b.** All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State highway agency and the Federal Highway Administration.

**c.** The contractors will submit an annual report to the State highway agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR-1391. If on-the-job training is being required by a "Training Special Provision", the contractor will be required to furnish Form FHWA 1409.

**STANDARD FEDERAL AND STATE EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS  
(41 CFR 60-4.3 and Minnesota Statute §363A.36)**

*Unless noted, the following apply to both Federal/federally assisted projects and State/state assisted projects. Item 3 applies to Federal/federally assisted projects only*

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer Identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 (\$100,000 for State projects) the provisions of these specifications and the Notice which contains the applicable goals for minority and women participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4, 5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work on the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7(a) to (p) of these specifications (itemized as 4 [a] to [o], Minnesota Rules

**STANDARD FEDERAL AND STATE EEO CONSTRUCTION  
CONTRACT SPECIFICATIONS (cont.)**

5000.3535). The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minorities and utilization the Contractor should (shall, for State or state assisted projects) reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor shall make substantially uniform progress toward its goals in each craft during the period specified. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Federal goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any office of Federal Contract Compliance programs or from Federal procurement contracting officers. State goals are published periodically in the State Register in notice form, and may be obtained from the Minnesota Department of Human Rights or the Minnesota Department of Transportation Office of Civil Rights. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union, with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications and Executive Order 11246 and its associated rules and regulations for Federal or federally assisted projects, and Minnesota Statutes, Section §363A.36 of the Minnesota Human Rights Act, or the rules adopted under the Act for State or state assisted projects.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained according to training programs approved by the Minnesota Department of Human Rights, the Minnesota Department of Labor and Industry, or the United States Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications must be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following (referred to in Minnesota Rules 5000.3535 as items 4(a) to (o):
  - (a) Ensure and maintain, or for State or state assisted projects make a good faith effort to maintain, a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work. For

**STANDARD FEDERAL AND STATE EEO CONSTRUCTION  
CONTRACT SPECIFICATIONS (cont.)**

Federal or federally assisted projects, the Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or women individuals working at such sites or in such facilities.

- (b) Establish and maintain a current list of minority and women recruitment sources, provide written notification to minority and women recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- (c) Maintain a current file of the names, addresses, and telephone numbers of each minority and woman off-the-street applicant and minority or woman referral from a union, a recruitment source, or community organization and of what action was taken with respect to each individual. If the individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
- (d) Provide immediate written notification to the commissioner of the Minnesota Department of Human Rights for State or state assisted projects, or the director of the Office of Federal Contract Compliance for Federal or federally assisted projects, when the union, or unions with which the Contractor has a collective bargaining agreement, has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- (e) Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the State of Minnesota for State or state assisted projects or the Department of Labor, for Federal or federally assisted projects. The Contractor shall provide notice of these programs to the sources compiled under (b).
- (f) Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its equal employment opportunity obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and women employees at least once a year; and by posting the company equal employment opportunity policy on bulletin boards accessible to all employees at each location where construction work is performed.

**STANDARD FEDERAL AND STATE EEO CONSTRUCTION  
CONTRACT SPECIFICATIONS (cont.)**

- (g) Review, at least annually, the company's equal employment opportunity policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions; including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the first day of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (h) Disseminate the Contractor's equal employment opportunity policy externally by including it in any advertising in the news media, specifically including minority and women news media, and providing written notification to and discussing the Contractor's equal employment opportunity policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- (i) Direct its recruitment efforts, both oral and written, to minority, women, and community organizations; to schools with minority and women students; and to minority and women recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (j) Encourage present minority and women employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and women youth, both on the site and in other areas of a Contractor's work force.
- (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3. (This requirement applies only to Federal and federally assisted projects.)
- (l) Conduct, at least annually, an inventory and evaluation at least of all minority and women personnel for promotional opportunities; and encourage these employees to seek or to prepare for, through appropriate training, such opportunities. (This is Item 4(k) in Minnesota Rules.)
- (m) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out. (This is item 4(l) in Minnesota Rules.)

**STANDARD FEDERAL AND STATE EEO CONSTRUCTION  
CONTRACT SPECIFICATIONS (cont.)**

- (n) Ensure that all facilities and company activities are non segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes. (This is item 4(m) in Minnesota Rules.)
  - (o) Document and maintain a record of all solicitations or offers for subcontracts from minority and women construction contractors and suppliers, including circulation of solicitations to minority and women contractor associations and other business associations. (This is item 4(n) in Minnesota Rules.)
  - (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment opportunity policies and affirmative action obligations. (This is item 4(o) in Minnesota Rules.)
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7(a) to (p) for Federal or federally assisted projects, and 4(a)-(o) for State or state assisted projects). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7(a) to (p) or 4(a) to (o) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and women work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor however, is required to provide equal employment opportunity and to take affirmative action for all minority groups both male and female, and all women both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order for Federal or federally assisted projects, or Minnesota Rules for State or state assisted projects, if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order or Minnesota Rules part 5000.3520 if a specific minority group is under-utilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, creed, religion, sex, or national origin. Minnesota Statutes §363A.36, part 5000.3535 (Subp. 7) also prohibits discrimination with regard to marital status, status with regard to public assistance, disability, age, or sexual orientation.

**STANDARD FEDERAL AND STATE EEO CONSTRUCTION  
CONTRACT SPECIFICATIONS (cont.)**

11. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts under the federal Executive Order 11246 or a local human rights ordinance, or whose certificate of compliance has been suspended or revoked pursuant to Minnesota Statutes, Section §363A.36.
12. The Contractor shall carry out such sanctions for violation of these specifications and of the equal opportunity clause, including suspension, termination, and cancellation of existing contracts as may be imposed or ordered pursuant to Minnesota Statutes, Section §363A.36, and its implementing rules for State or state assisted projects, or Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs for Federal or federally assisted projects. Any contractor who fails to carry out such sanctions shall be in violation of these specifications and Minnesota Statutes, Section §363A.36, or Executive Order 11246 as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications (paragraph 4 in Minnesota Rules 5000.3535), so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these Specifications or Minnesota Statutes, Section §363A.36 and its implementing rules, or Executive Order 11246 and its regulations, the commissioner or the director shall proceed in accordance with Minnesota Rules part 5000.3570 for State or state assisted projects, or 41 CFR 60-4.8 for Federal or federally assisted projects.
14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Minnesota Department of Human Rights or the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (for example, mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing provided in this part shall be construed as a limitation upon the application of other state or federal laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.



**EQUAL OPPORTUNITY CLAUSE**  
**(41 CFR Part 60-1.4 b, 7-1-96 Edition)**

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Highway Agency (SHA) setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, dated September 24, 1965, and of the rules, regulations (41 CFR Part 60), and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 and by rules, regulations, and orders of the Secretary of Labor, pursuant thereto, and will permit access to its books, records, and accounts by the Federal Highway Administration (FHWA) and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract, or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246. The Contractor will take such action with respect to any subcontract or purchase order as the Secretary of Labor, SHA, or the Federal Highway Administration (FHWA) may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a contractor becomes a party to litigation by a subcontractor or vendor as a result of such direction, the contractor may request the SHA to enter into such litigation to protect the interest of the State. In addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## Minority and Women Employment Goals

County	Federal Goals		State Goals	
	Minority Goal	Female Goal	Minority Goal	Female Goal
Aitkin	2.2%	6.9%	12%	9%
Anoka	2.9%	6.9%	22%	15%
Becker	0.7%	6.9%	12%	9%
Beltrami	2.0%	6.9%	12%	9%
Benton	0.5%	6.9%	15%	12%
Big Stone	2.2%	6.9%	15%	9%
Blue Earth	2.2%	6.9%	15%	9%
Brown	2.2%	6.9%	15%	9%
Carlton	1.2%	6.9%	12%	9%
Carver	2.9%	6.9%	22%	15%
Cass	2.2%	6.9%	12%	9%
Chippewa	2.2%	6.9%	15%	9%
Chisago	2.9%	6.9%	15%	12%
Clay	0.7%	6.9%	12%	9%
Clearwater	2.0%	6.9%	12%	9%
Cook	1.2%	6.9%	12%	9%
Cottonwood	0.8%	6.9%	15%	9%
Crow Wing	2.2%	6.9%	12%	9%
Dakota	2.9%	6.9%	22%	15%
Dodge	0.9%	6.9%	15%	9%
Douglas	2.2%	6.9%	12%	9%
Faribault	2.2%	6.9%	15%	9%
Fillmore	0.9%	6.9%	15%	9%
Freeborn	0.9%	6.9%	15%	9%
Goodhue	2.2%	6.9%	15%	9%
Grant	2.2%	6.9%	12%	9%
Hennepin	2.9%	6.9%	32%	20%
Houston	0.6%	6.9%	15%	9%
Hubbard	2.0%	6.9%	12%	9%
Isanti	2.2%	6.9%	15%	12%
Itasca	1.2%	6.9%	12%	9%
Jackson	0.8%	6.9%	15%	9%
Kanabec	2.2%	6.9%	15%	12%
Kandiyohi	2.2%	6.9%	15%	12%
Kittson	2.0%	6.9%	12%	9%
Koochiching	1.2%	6.9%	12%	9%
Lac Qui Parle	2.2%	6.9%	15%	9%
Lake	1.2%	6.9%	12%	9%
Lake of the Woods	2.0%	6.9%	12%	9%
Le Sueur	2.2%	6.9%	15%	9%
Lincoln	0.8%	6.9%	15%	9%
Lyon	0.8%	6.9%	15%	9%
Mahnomen	2.0%	6.9%	12%	9%

Minnesota Department of Transportation EEO Special Provisions  
Office of Civil Rights

Marshall	2.0%	6.9%	12%	9%
Martin	2.2%	6.9%	15%	9%
McLeod	2.2%	6.9%	15%	12%
Meeker	2.2%	6.9%	15%	12%
Mille Lacs	2.2%	6.9%	15%	12%
Morrison	2.2%	6.9%	12%	9%
Mower	0.9%	6.9%	15%	9%
Murray	0.8%	6.9%	15%	9%
Nicollet	2.2%	6.9%	15%	9%
Nobles	0.8%	6.9%	15%	9%
Norman	2.0%	6.9%	12%	9%
Olmsted	1.4%	6.9%	15%	9%
Otter Tail	2.2%	6.9%	12%	9%
Pennington	2.0%	6.9%	12%	9%
Pine	2.2%	6.9%	15%	12%
Pipestone	0.8%	6.9%	15%	9%
Polk	1.2%	6.9%	12%	9%
Pope	2.2%	6.9%	12%	9%
Ramsey	2.9%	6.9%	32%	20%
Red Lake	2.0%	6.9%	12%	9%
Redwood	0.8%	6.9%	15%	9%
Renville	2.2%	6.9%	15%	12%
Rice	2.2%	6.9%	15%	9%
Rock	0.8%	6.9%	15%	9%
Roseau	2.0%	6.9%	12%	9%
Scott	2.9%	6.9%	22%	15%
Sherburne	0.5%	6.9%	15%	12%
Sibley	2.2%	6.9%	15%	9%
St. Louis	1.0%	6.9%	12%	9%
Stearns	0.5%	6.9%	15%	12%
Steele	0.9%	6.9%	15%	9%
Stevens	2.2%	6.9%	12%	9%
Swift	2.2%	6.9%	15%	9%
Todd	2.2%	6.9%	12%	9%
Traverse	2.2%	6.9%	12%	9%
Wabasha	0.9%	6.9%	15%	9%
Wadena	2.2%	6.9%	12%	9%
Waseca	2.2%	6.9%	15%	9%
Washington	2.9%	6.9%	22%	15%
Watonwan	2.2%	6.9%	15%	9%
Wilkin	0.7%	6.9%	12%	9%
Winona	0.6%	6.9%	15%	9%
Wright	2.9%	6.9%	15%	12%
Yellow Medicine	2.2%	6.9%	15%	9%

<b>Minnesota Department of Transportation</b> Office of Civil Rights Contractor Employment Data	<b>1. Contractor Name and Address:</b>  <b>Phone:</b> _____
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2. Employment Data	a) Name: Last Name, First Name, MI	b) Social Security #	c) New Hire (Y or N)	d) Ethnicity	e) Gender (M or F)	f) Trade/Foreman, Supervisors, Managers	g) Level (A, J, or T)
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## INSTRUCTIONS FOR EEO-12 CONTRACTOR EMPLOYMENT DATA

**This form should be submitted at the Pre-Con to the Project Engineer prior to the start of your first MnDOT construction project for the calendar year (Prime and Subs)**

1. Contractor Name and Address self-explanatory.
2. Employment Data information will coincide with your employment records.
  - 2a. Name should be listed First Name, Middle Initial, and Last Name. This will enable MnDOT EEO staff to readily identify individuals on all projects.
  - 2b. Social Security Number self-explanatory.
  - 2c. New Hire is to be indicated with a “Y” for Yes or an “N” for No. “New Hire” is an employee who has not worked for you in any capacity or on any other project within the current calendar year.
  - 2d. Ethnicity can be indicated by Black (B), Hispanic (H), American Indian/Alaskan Native (AI), Asian/Pacific Islander (AP), or White (W).
  - 2e. Gender is to be indicated with an “M” for Males or an “F” for Females.
  - 2f. Trade/Foreman, Supervisors, Managers self-explanatory. List trade that applies unless the employee fits one of the other three categories.
  - 2g. Level “A” is for an Apprentice, “J” is for a Journey Worker, and “T” is for a MnDOT approved Trainee.

If you have questions about filling out this form, contact the Office of Civil Rights at (651) 366-3073.  
(Please make copies as you need them.)

**This information can be submitted electronically via the web, through MnDOT’s Work force Information Tracking Initiative (WITI) Program. To open a free account to gain access to WITI or to find out more about this possibility please contact MnDOT’s Office of Civil Rights at (651) 366-3015.**

Minnesota Department of Transportation EEO Special Provisions  
Office of Civil Rights

Revised 07/12

<b>Minnesota Department of Transportation Office of Civil Rights Monthly Employment Compliance Report EEO-13</b>		<b>1. SP</b> <input type="checkbox"/> <b>SAP</b> <input type="checkbox"/> (Check one) <b>SP#</b> _____ County or City _____		<b>3. Contractor Name:</b> _____  <b>Federal Tax ID:</b> _____  Street Address: _____  City, State Zip _____		<b>4. Prime</b> <input type="checkbox"/> <b>Subcontractor</b> <input type="checkbox"/> (check one)											
		2. Reporting Period to _____ to _____		5. Dollar Amount of Contract: _____		6. Percent of Completion: _____											
		<b>7. Employment Data</b> a) Name: Last, First Middle Initial		b) Social Security #		c) New Hire (Y or N)		d) Ethnicity		e) Gender (M or F)		Trade/Foreman, Supervisors, Managers		g) Level (A, J or T)		h) Hours Worked This Period	
		1.															
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20.																	
<b>8. Contract Goals</b>  MINNESOTA GOALS      %OBTAINED _____ %    Minority    _____ %  _____ %    Women      _____ %		<b>9. Prepared by: (Signature)</b>  _____ Print Name: _____ Title: _____ Date: _____ Phone: _____                      Fax: _____						<b>10. Reviewed by: (Signature)</b>  _____ Print Name: _____ Title: _____ Date: _____ Phone: _____                      Fax: _____									

**INSTRUCTIONS FOR EEO-13**  
MONTHLY EMPLOYMENT COMPLIANCE REPORT

- 1.-5. Self-explanatory – State Project #, county project is located in, are you a prime or sub, and contract value.
6. Percent of Completion is the estimated percentage of work completed including this reporting period.
7. Employment Data information will coincide with your employment records. All professional, supervisory and managerial hours actually worked on the project site must be included, whether or not they appear on the certified payroll.
  - 7a. Name should be listed Last Name, First Name, and Middle Initial. This will enable MnDOT EEO staff to readily identify individuals on all projects.
  - 7b. Social Security Number self-explanatory.
  - 7c. New Hire is to be indicated with a “Y” for Yes or an “N” for No. “New Hire” is an employee who has not worked for you in any capacity or on any other project within the current calendar year.
  - 7d. Ethnicity can be indicated by Black (B), Hispanic (H), American Indian/Alaskan Native (AI), Asian/Pacific Islander (AP), or White (W).
  - 7e. Gender is to be indicated with an “M” for Males or an “F” for Females.
  - 7f. Trade/Foreman, Supervisors, Managers list the trade that applies unless the employee fits one of the other three categories.
  - 7g. Level “A” is for an Apprentice, “J” is for a Journey Worker, and “T” is for a MnDOT approved Trainee.
  - 7h. Hours Worked for This Period will be all hours worked by the individual, for each trade, during the specified reporting period.
8. Contract Goals are the percent of total project hours to be worked by minority and women employees. The goals are determined by the geographic location and source of funding for the project. Projects in excess of \$100,000 with any State funding must meet the State Employment Goals. Projects in excess of \$10,000 with any Federal funding must meet the Federal Employment Goals. (See chart on EEO Pages 16-17.) Minority and women employee hours shall be distributed evenly throughout the length of the project and in every trade and craft that performs work on the project.
 

% Obtained is the percent of the total project hours worked by minority and women employees, up to and including this reporting period.
9. Prepared by Contractor Designee is the signature of the prime or subcontractor’s EEO officer/designee.
10. Reviewed by Project Engineer is the signature of the MnDOT staff monitoring the project.

The Prime Contractor will submit EEO-13 forms for its workforce and all subcontractors to the MnDOT Project Engineer by the 15<sup>th</sup> day of the month following the month when work was performed. If you have questions about filling out this form, contact the Office of Civil Rights at (651) 366-3073. (Please make copies as you need them.)

**This information can be submitted electronically via the web, through MnDOT’s Workforce Information Tracking Initiative (WITI) Program. To open a free account to gain access to WITI or to find out more about this possibility please contact MnDOT’s Office of Civil Rights at (651) 366-3321.**

## EEO COMPLIANCE REVIEW REPORT

Total Company Workforce  
(For 12 Month Period Preceding July 30<sup>th</sup> of the previous year)

Name and Address of Contractor

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Name and Title of Corporate Officer

Name of EEO Officer

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Job Categories	Total Employees		Total Minorities		Blacks		Asian/ Pacific Is.		American Indian		Hispanic		On-the-Job Trainees	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Officials (Managers)														
Supervisors														
Foremen/Women														
Clerical														
Equipment Operators														
Mechanics														
Truck Drivers														
Iron Workers														
Carpenters														
Cement Masons														
Electricians														
Pipefitters & Plumbers														
Painters														
Laborers														
Misc. Trades														
<b>Total</b>														
On-the-Job Trainees														





MINNESOTA DEPARTMENT OF TRANSPORTATION
ON-THE-JOB TRAINING PROGRAM
TRAINEE ASSIGNMENT

SP #: \_\_\_\_\_ Location: \_\_\_\_\_ District: \_\_\_\_\_

Project Engineer: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

Prime Contractor: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

EEO Officer: \_\_\_\_\_ Project Manager: \_\_\_\_\_

Tel: \_\_\_\_\_

Training Contractor: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

EEO Officer: \_\_\_\_\_ Project Manager: \_\_\_\_\_

Tel: \_\_\_\_\_

TRAINEE

Job Title or Trade Classification: \_\_\_\_\_ Number of Training Hours on this Project: \_\_\_\_\_

Name: \_\_\_\_\_ S.S.#: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

EEO Officer: \_\_\_\_\_ Project Manager: \_\_\_\_\_

Tel: \_\_\_\_\_

Approximate Start Date: \_\_\_\_\_

Approximate Completion Date: \_\_\_\_\_

Is the trainee a member of a certified apprenticeship program?

If YES, verify with Apprenticeship Form or Indenture Number: \_\_\_\_\_

1. Ethnic Background: Hispanic \_\_\_\_\_; Black \_\_\_\_\_; Asian/Pacific Islander \_\_\_\_\_; White \_\_\_\_\_; Am. Ind/Alaskan \_\_\_\_\_ (Verify with Tribal I.D. # or Affiliation \_\_\_\_\_).
2. Male; \_\_\_\_\_ Female; \_\_\_\_\_.



## Council Action Recommendation

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Page 1 of 1

**Meeting Date:**

October 13, 2021 – Committee of the Whole

October 18, 2021 – City Council

**Subject:**

PI No. 9768 - Downtown & Riverfront Balcony and River Bank Enhancement and Stabilization Project, Phase 1

**Recommendation:**

- Accept Proposal Request No. 4 –Building downspout connections in the amount of \$3,874.50/Each

**Background/Key Points:**

Pursuant to recent City Council discussion, Comstock Construction is proposing to install building downspout connection point in the amount of \$3,874.50 per connection into the City storm sewer system.

In general, the associated work consists of excavation to the adjacent storm sewer pipe, coring into the storm sewer pipe, the insertion of a water tight Inserta Tee connection manufactured ADS, 6-inch PVC lateral pipe with fittings, and a surface mounted grate cover.

We are estimating approximately five (5) downspout connections for this project in the total amount of \$19,372.50.

**Budgetary Impact:**

This work is proposed to be funded thru the Storm Sewer Enterprise fund.

**Originating Department:**

Engineering Department

**Respectfully Submitted:**

Brian Yavarow, P.E. – City Engineer

**Attachments:**

**ADDENDUM #1 TO DEVELOPMENT CONTRACT  
FOR PLAT OF WESTRIDGE ADDITION**

**THIS ADDENDUM #1** is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF FERGUS FALLS, a municipality of the State of Minnesota, (hereinafter called the CITY), and WESTRIDGE MALL LIMITED PARTNERSHIP, an Illinois limited partnership (hereinafter called the OWNER AND DEVELOPER).

**RECITALS**

**WHEREAS**, the DEVELOPER/OWNER and the CITY entered into a Development Contract (the “CONTRACT”) on July 19, 2021.

**WHEREAS**, the DEVELOPER/OWNER and the CITY wish to make an addendum to the CONTRACT.

**WHEREAS**, the CONTRACT remains a valid, binding, and enforceable contract between the DEVELOPER/OWNER and the CITY, as further amended by this ADDENDUM #1.

**AGREEMENTS**

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. All definitions set forth in the CONTRACT shall apply to this ADDENDUM #1.
2. The CONTRACT required the DEVELOPER to perform the DEVELOPER IMPROVEMENTS prior to sale and/or transfer of ownership for Lot 2, Block 2. The DEVELOPER IMPROVEMENTS for Lot 2, Block 2 ~~ats~~ set forth in the CONTRACT are:
  - a. Dedicated water and sanitary sewer services connected to privately owned water and sanitary sewer mains located in the parking lot.
  - b. Provide water service shut off valve accessible to the CITY.
  - c. Install fire walls between lot and other adjoining structures.
3. The DEVELOPER IMPROVEMENTS are found on Exhibit C to the CONTRACT.
4. The DEVELOPER IMPROVEMENTS as required in the CONTRACT on Exhibit C to the CONTRACT shall be amended to read as follows:
  - a. For Lot 2, Block 2, the OWNER/DEVELOPER shall install fire wall(s) between the structures on Lot 2, Block 2 and other adjoining structures prior to the sale/transfer of ownership of Lot 2, Block 2.
5. There is no requirement that the DEVELOPER “[p]rovide dedicated water and sanitary sewer services connected to privately owned water and sanitary sewer mains located in the parking lot[,] or [p]rovide water service shut off valve accessible to the City.”
6. The only DEVELOPER IMPROVEMENTS as required by the CONTRACT prior to sale/transfer of Lot 2, Block 2 are set forth in Section 4 of this ADDENDUM #1.

7. The OWNER/DEVELOPER shall be entitled to sell and/or transfer ownership of Lot 2, Block 2, with the CITY's written approval, which approval shall not be unreasonably withheld, conditioned, and/or delayed and said consent shall be provided as long as the OWNER/DEVELOPER is in compliance with this ADDENDUM #1- and DEVELOPER and the purchaser of Lot 2, Block 2, enter into an Operation and Easement Agreement substantially in the form attached hereto.

~~7.8.~~ The DEVELOPER grants the CITY an easement and right of access to enter the DEVELOPER's real property for the purpose of shutting off valves to the domestic water, pursuant to the CITY's policies and procedures and any applicable laws, in the event that the DEVELOPER fails to pay water charges to the CITY.

~~8.9.~~ All remaining terms and conditions of the CONTRACT, except those terms and conditions inconsistent with this ADDENDUM #1, constitute a valid, binding, and enforceable contract between the CITY and the OWNER/DEVELOPER.

~~9.10.~~ This ADDENDUM #1 may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy, whether electronically or otherwise, of this ADDENDUM #1 delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this ADDENDUM #1.

**IN WITNESS WHEREOF**, the parties have executed this ADDENDUM #1.

**CITY OF FERGUS FALLS**

**OWNER AND DEVELOPER:**

By: \_\_\_\_\_  
Ben Schierer  
Its Mayor

By: \_\_\_\_\_  
Martin Graff  
Westridge Mall Association Inc.  
Its President

ATTEST:

\_\_\_\_\_  
Andrew Bremseth, City Administrator

STATE OF MINNESOTA    )  
  )  
COUNTY OF OTTER TAIL )           ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2021 before me a Notary Public within and for said County, personally appeared Ben Schierer and Andrew Bremseth to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator of the City of Fergus Falls, MN the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and City Administrator acknowledged said instrument to be the free act and deed of said municipality.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
  )  
COUNTY OF \_\_\_\_\_)           ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2021 before me a Notary Public within and for said County, personally appeared Marty Graff to me personally known, who being by me duly sworn, did say that he is the President of Westridge Mall Association, Inc. which is the authorized partner for Westridge Mall Limited Partnership, an Illinois limited partnership, the partnership named in the foregoing instrument, and that said instrument was signed on behalf of said partnership by authority of the general partners of Westridge Mall Limited Partnership and said Marty Graff acknowledged said instrument to be the free act and deed of the company.

\_\_\_\_\_  
Notary Public

Document drafted by:  
  
Pemberton Law, PLLP  
Chad R. Felstul  
110 N Mill Street  
Fergus Falls, MN 56537  
(218) 736-5493  
[c.felstul@pemplaw.com](mailto:c.felstul@pemplaw.com)

EASEMENT FOR DOMESTIC WATER VALVE ACCESS AND SHUTOFF

Exempt from State Deed Tax

Dated: October \_\_\_\_, 2021

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **WESTRIDGE MALL LIMITED PARTNERSHIP**, an Illinois limited partnership, Grantor, hereby grants, sells and conveys to the **CITY OF FERGUS FALLS**, a municipal corporation of the State of Minnesota, and its successors and assigns, Grantee, an easement and right of access for the purpose of shutting off valves to the domestic water, pursuant to the Grantee's policies and procedures and any applicable law, in the event that the Grantor fails to pay water charges to the Grantee with regard to real property in Otter Tail County, Minnesota, described as follows:

*See attached exhibit A*

Grantor covenants that Grantor is the owner of the premises and has the right, title and capacity to grant the easement granted hereby.

To have and to hold said permanent easement, together with all the hereditaments and appurtenances thereto unto said Grantee, its successors and assigns forever, for said purposes.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand this \_\_\_\_ day of October 2021.

**WESTRIDGE MALL LIMITED PARTNERSHIP**

BY \_\_\_\_\_  
Martin Graff  
Westridge Mall Association Inc.  
Its President, the authorized Partner of  
Westridge Mall Limited Partnership, an  
Illinois limited partnership

STATE OF \_\_\_\_\_ )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

The foregoing easement was acknowledged before me this \_\_\_\_ day of October 2021, by Martin Graff, president of Westridge Mall Association Inc. an Illinois corporation, the authorized Partner of Westridge Mall Limited Partnership, an Illinois limited partnership.

\_\_\_\_\_  
Notary Public

**THIS INSTRUMENT DRAFTED BY:**

Rolf Nycklemoe  
Nycklemoe & Ellig, P.A.  
106 East Washington Avenue  
Fergus Falls, MN, 56537  
Attorney License No: 230741  
Telephone: (218) 736-5673  
FAX: (218) 736-5466  
Email: rolf@nycklemoelaw.com

## **OPERATION AND EASEMENT AGREEMENT**

THIS OPERATION AND EASEMENT AGREEMENT (this “OEA”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”) by **WESTRIDGE MALL LIMITED PARTNERSHIP**, an Illinois limited partnership (“Westridge”), and **GGD OAKDALE, LLC, DBA RHINO INVESTMENTS**, a **Nevada** limited liability company (“GGD”). Westridge and GGD are referred to collectively as the “Owners” and individually as an “Owner.”

### **RECITALS**

A. Westridge is the owner of certain real property located in the City of Fergus Falls, Otter Tail County, Minnesota, legally described on **Exhibit A-1** attached hereto and made a part hereof (the “Westridge Property”).

B. GGD is the owner of certain real property located in the City of Fergus Falls, Otter Tail County, Minnesota, legally described on **Exhibit A-2** attached hereto and made a part hereof (the “GGD Property”).

C. The Westridge Property and the GGD Property are collectively referred to herein as the “Premises.”

D. The Premises is subject to existing operation and easement agreements including an agreement dated March 4, 1998 and recorded as Document Number 870619 (“Sandpiper OEA”); an agreement dated October 27, 1999 and recorded as Document Number 856176 (“Otter Tail Tire OEA”); an agreement dated May 30, 2001 and recorded as Document Number 882401 as amended on June 30, 2005 and recorded as Document Number 980750 (“Home Depot OEA”); and an agreement dated February 19, 2020, recorded (collectively “Prior OEAs”).

E. The Owners desire to establish certain covenants, conditions, restrictions and easements for the mutual benefit and enjoyment of owners and occupants of the Premises that promote, preserve, and enhance the value and desirability of the Premises and that facilitate the continuing care, maintenance, and repair of certain portions of the Premises.

F. The Owners desire to subject the Premises to the covenants, conditions, restrictions, and easements contained in this OEA. Subject to the terms of this OEA, the covenants, conditions,



restrictions, and easements contained in this OEA shall constitute covenants running with the Premises and shall be binding upon the owners, mortgagees, tenants, customers, employees, invitees and any other person having or acquiring any right, title or interest in the Premises, or any portion thereof, on or after the Effective Date, irrespective of the manner in which such right, title or interest is acquired. In furtherance of these objectives, the Owners shall record this OEA with the Otter Tail County Recorder.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, including the foregoing Recitals which are hereby incorporated into this OEA and made a part hereof, the owners hereto hereby impose, create, and establish the following covenants, conditions, restrictions, and easements upon the Premises.

## **ARTICLE I Definitions**

Section 1.1 Exterior Area. “Exterior Area” are those exterior areas outside of any building located within the Premises. The Exterior Area shall accommodate two lanes of traffic, one in each direction.

Section 1.2 Intentionally Left Blank.

Section 1.3 Party Wall. “Party Wall” includes all existing or future shared common walls between the Westridge Property and the GGD Property, as depicted in **Exhibit B**.

Section 1.4 Common Utility Line. “Common Utility Line” are those utility lines installed to provide the applicable services to the Mall and the Premises to the extent that such utility lines are not the responsibility of a governmental authority or utility company.

Section 1.5 Premises. “Premises” is as defined in the Recitals hereto and includes the Westridge Property, GGD Property, and the Mall.

Section 1.6 Effective Date. “Effective Date” is the date first set forth in the preamble above, upon which date all terms and conditions of this OEA are in full force and effect.

Section 1.7 Governmental Regulation(s). “Governmental Regulation(s)” are all federal, state, county or municipal laws, rules, ordinances, regulations, directives, orders and/or requirements now in force or which may hereafter be in force with respect to the Premises.

Section 1.8 Occupant. “Occupant” is any Person entitled to use and occupy any portion of the Mall, including tenants.

Section 1.9 Owner. “Owner” is either GGD or Westridge, collectively referred to as “Owners.”

Section 1.10 Permittee(s). “Permittee(s)” includes an Occupant and Owner and their respective officers, directors, employees, agents, partners, contractors, customers, visitors, invitees, licensees, subtenants, and concessionaires.

Section 1.11 Separate Utility Line. “Separate Utility Line” are those utility lines installed to provide the applicable services to one property only. For purposes of this OEA, the portion of a utility line extending between a Common Utility Line and a building shall be considered a Separate Utility Line.

Section 1.12 Mall. “Mall” shall mean the physical structure, building, and appurtenances located on the Premises

## **ARTICLE II Grant of Easements**

Section 2.1. Easements across Exterior Area. Reciprocal, perpetual, nonexclusive easements for the purposes of ingress, egress, passage, and delivery by pedestrian and vehicular traffic (but not for parking or other purposes) and for access to and from the public roadways located adjacent to the Premises are hereby established on, over, upon, through and across the Exterior Area, subject to the provisions of this OEA, for the benefit of all property comprising the Premises. The use of such Exterior Area by any person entitled to use the same shall be reasonable and in common with other persons. An Owner, Occupant and their respective Permittees shall not obstruct or interfere with the free flow of pedestrian and vehicular traffic over the Exterior Area; provided, however, that each Owner may change the location of curb cuts to and from the Exterior Area to that Owner’s property, provided such change does not materially and adversely affect an Owner, Occupant, or its Permittees. Notwithstanding the above, the free flow of pedestrian and vehicular traffic may be temporarily obstructed or interfered with only to the extent necessary for reasonable repair and maintenance; provided that any such obstruction or interference shall only be allowed if prior notice is given to each Owner and Occupant and if there is no unreasonable interference of access to or use of the Exterior Area. Each Owner shall ensure that the Owner’s respective property complies with the parking space ratios imposed by the local unit of government. Any change in use of any Owner’s property that results additional required parking spaces shall be made compliant on that Owner’s property.

Section 2.3 Easements for Use of Common Utility Lines. Reciprocal, perpetual, nonexclusive easements are hereby dedicated and established over and across, in favor of, and for the benefit of, all of the properties comprising the Premises for the Common Utility Lines. The use of the Common Utility Lines by any Owner or Occupant entitled to use the same shall be reasonable and in common with all other such Persons.

Section 2.4 Intentionally Left Blank.

Section 2.5 Sign Easement. Westridge grants GGD an easement to place a sign on the northernmost sign as depicted in **Exhibit C** subject to Westridge’s written approval of the sign, which approval shall not be unreasonably withheld, conditioned, and/or delayed. The sign easement includes the right to access, maintain, repair, improve, and replace the signs. GGD shall provide The sign easement does not allow GGD to place any sign on any real property owned by Westridge without first obtaining Westridge’s consent as set forth herein. **The sign shall be no bigger than \_\_\_\_\_ by \_\_\_\_\_.**

Section 2.6 Party Wall Easement. Subject to the rights of the Owners to remove any part of the Party Wall as laid out in this OEA, the Party Wall will be a fixture appurtenant to the

GGD and Westridge properties. The Owners shall be deemed to own an undivided one-half (1/2) interest in the Party Wall, together with the necessary or appropriate easements for the perpetual lateral and subjacent support, maintenance, repair, and inspection of the Party Wall, and with equal rights of joint use of the Party Wall. Each Owner grants to the other Owner an easement in, under and over the adjacent property, to the extent reasonably necessary, upon reasonable advance notice, and in a mutually coordinated manner resulting in the least practical disruption of the use of the properties by the adjacent Owner, to perform all necessary repairs, reconstruction, and maintenance of the Party Wall. The general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply to the easement for the Party Wall, to the extent not inconsistent with the provisions of this OEA. Except as provided in this OEA, neither Owner shall have the right to destroy, remove or make any structural changes or provide for additional openings to the Party Wall without the prior written consent of the other Owner (which consent shall not be unreasonably withheld, conditioned, or delayed), nor shall either Owner adversely affect the structural integrity of the party wall. If the structural integrity of the party wall is impacted by any change by an Owner, the Owner making the change shall ensure that the party wall's structural integrity is intact. Neither Owner shall subject the Party Wall to any use which in any manner whatsoever may interfere with the equal use and enjoyment of the Party Wall by the other Owner. To the extent the center of the Party Wall is not centered on the lot lines, or any portion of a Party Wall or the buildings located on the properties, including, without limitation, roof eaves, soffits and overhangs, gutters, drainpipes, and other architectural features encroaches upon another property, each Owner hereby establishes and grants an easement for the continued existence and maintenance of such encroachment which will continue for so long as such encroachment exists and which will burden the property encroached upon and benefit the other property.

Section 2.7 General Provisions and Restrictions. This OEA and the Premises are subject to the Prior OEAs. Nothing in this OEA shall alter Westridge's obligations under the Prior OEAs nor impose additional encumbrances on the GGD Property in favor of the third parties to the Prior OEAs. The reciprocal easements granted in this OEA are perpetual easements that run with the Premises. The easements shall not create any rights in or for the benefit of the general public nor shall they affect any real estate located outside of the Premises. All easements granted in this Article II shall be subject to the covenants and restrictions set forth in this OEA.

### **ARTICLE III Maintenance and Repair**

Section 3.1 Maintenance of Buildings and Related Improvements. Subject to the rights of Westridge to remove any buildings and related improvements on its property, each Owner shall maintain, at its sole cost and expense, all buildings and related improvements on its property. All buildings and related improvements shall be maintained in good order, condition, and repair, in accordance with the standards of maintenance followed in other comparable retail centers of similar size in the western-central part of the State of Minnesota and in compliance with all Governmental Regulations. Each Owner shall, at its sole cost and expense, arrange for the regular removal of refuse and garbage from its property. Notwithstanding anything to the contrary contained in this OEA, each Owner constructing any additional improvements on its property shall maintain, repair and replace, at its sole cost and expense, such improvements in good order, condition and repair, in accordance with the standards set forth in this Section.

Section 3.2 Intentionally Left Blank.

Section 3.3 Maintenance of Separate Utility Lines. Each Owner, at its sole cost and expense, shall maintain, repair, replace, relocate, or remove all Separate Utility Lines utilized by it regardless of wheresoever located so as to maintain such in a safe condition and good state of repair. Any maintenance, repair, replacement, relocation, or removal of Separate Utility Lines located on another Owner's property shall be performed after two weeks' written notice to the Owner of the servient property (except that in emergency the work may be initiated with or without reasonable notice, depending on the circumstances). Any Owner performing or causing to be performed such work agrees to promptly pay all costs and the expenses associated therewith, diligently complete such work, and promptly clean the area and restore the affected portions of Properties to a condition equal to or better than the condition which existed prior to the commencement of such work.

Section 3.4 Maintenance of Common Utility Lines. The Owner of each property shall maintain, repair, replace, relocate, or remove all Common Utility Lines on that Owner's property so that access and use by all other Owners is maintained in a safe condition, good state of repair and in compliance with all Governmental Regulations. Each Owner shall be responsible for the costs for such maintenance, repair, and replacement of that portion of the Common Utility Lines located on that Owner's property. If shared utilities are not metered separately, GGD shall pay Westridge its pro rata share of such utility until such time as the utilities on the GGD Property are reconfigured or separately metered.

Section 3.5 Maintenance of Exterior Area. Each Owner shall operate, maintain, remove snow and ice, resurface, sweep, stripe, signal, insure, and repair their portion of the Exterior Area. The Exterior Area shall be maintained in good order, condition, and repair, in accordance with standards of maintenance followed in other comparable retail centers of similar size in the western-central part of the State of Minnesota and in compliance with all Governmental Regulations. All maintenance of the Exterior Areas shall also be in accordance with the Prior OEAs. If portions of the lighting on the GGD Property are not separately metered, GGD shall pay Westridge for its pro rata share of the lighting until such time as the lighting on the GGD Property are reconfigured or separately metered.

Section 3.6 Maintenance of Party Wall. Subject to the rights of the Owners to alter the Party Wall as laid out in this OEA in the event that the Party Wall is damaged or destroyed, or otherwise requires maintenance or repair, ordinary wear and tear excepted, the Party Wall shall be repaired or rebuilt, or such other maintenance and repairs shall be performed, at the equally shared expense of both Owners; provided, however, that each Owner shall be solely responsible for the nonstructural repair and maintenance of the interior surfaces of the party wall located within such Owner's property. If the Owners cannot agree in good faith on the necessity of any repair, maintenance or replacement of the Party Wall, the Owner advocating the repair, maintenance or replacement shall be entitled, at its own expense, to hire an independent licensed contractor or inspector (who shall not be affiliated, directly or indirectly, with the contractor selected to perform such work, if so determined) to perform an inspection of the Party Wall and provide a written recommendation as to whether repair, maintenance or replacement is advisable pursuant to customary standards in the industry for the geographical area. If the contractor or inspector in good faith recommends that the Party Wall be repaired, maintained, or replaced, both owners of

the Party Wall shall be bound by such recommendation, and shall share the expense of the work in the manner set forth above; provided, however, that the Owner who originally refused to agree to the work shall reimburse the other Owner for one-half (1/2) of the reasonable costs incurred in obtaining the inspection. Unless otherwise agreed to in writing by both Owners, any repair to a Party Wall shall return the Party Wall to substantially the same condition in which it existed prior to the damage or destruction (including the use of the same or similar materials, and the same proportions). Any repair, modification, or other work performed on a Party Wall shall be done in compliance with all applicable building and fire codes. Notwithstanding any other provision of this Agreement, any Owner who, by its negligent or willful act, causes Party Wall to be exposed to the elements shall bear the entire cost of the repairs necessary for protection against such elements.

Section 3.7 Westridge Obligations. Notwithstanding any of the foregoing, Westridge's obligations under this Article shall be automatically amended/terminated based on Westridge removing any structure pursuant to this Agreement.

Section 3.8 Payment of City of Fergus Falls Utilities. In the event that the Westridge Property and the GGD Property share any utilities through the City of Fergus Falls for their respective properties, the Parties shall pay their pro-rata share of the utilities through the City of Fergus Falls based on square footage of their respective properties. For example purposes only, if the utility charges through the City of Fergus Falls is \$100.00 in a given month, and Westridge Property is 9,000 square feet and the GGD Property is 1,000 square feet, Westridge shall be responsible for \$90.00 and GGD shall be responsible for \$10.00 of the utility charges from the City of Fergus Falls. Westridge shall pay the utility bill from the City of Fergus Falls and GGD shall reimburse Westridge for its pro-rata portion of the utility bill from the City of Fergus Falls within 20 days from receipt of an invoice from Westridge setting forth GGD's pro-rata amount owed of the utility charges from the City of Fergus Falls. The Parties understand and agree that the City of Fergus Falls may shut off the shared utilities in the event the utility charges are not paid pursuant to its policies and procedures and any applicable laws. If Westridge fails to pay any utility charges through the City of Fergus Falls, GGD shall have the ability to pay the utility charges directly to the City of Fergus Falls to avoid any shut off and, in that event, Westridge shall reimburse GGD for its pro-rata share of the utility charges from the City of Fergus Falls within 20 days from receipt of an invoice from GGD.

#### **ARTICLE IV**

##### **Removal of Portion of Premises/Mall**

Section 4.1 Removal of Portion of Party Wall. Westridge reserves the unilateral right to remove its side of a Party Wall subject to the requirements of Westridge under Section 4.3. If a portion of the Party Wall is removed, this OEA must be amended to acknowledge such change and modify all necessary provisions of this OEA.

Section 4.2 Removal of Portion of Westridge Structure. Westridge reserves the unilateral right to remove any portion of the structure on the Westridge Property, including any buildings, walls, improvements, Party Wall, etc., subject to the requirements of Westridge under Section 4.3.

Section 4.3 Removal Work. No portion of the structure on the Westridge Property, or Party Wall may be removed in a manner that violates the Prior OEAs unless agreed to by the Owners and any Occupants in writing. If Westridge removes any portion of the structure on the Westridge Property and causes any interior portion of the Party Wall to be exposed to the elements, Westridge shall be responsible for all costs to modify the exposed portion of Party Wall to an exterior wall. If Westridge removes any portion of the structure on the Westridge Property that causes any interior portion of the Party Wall to be exposed to the elements this OEA must be amended to acknowledge such change and modify all necessary provisions of this OEA. Any removal work by Westridge that causes any interior portion of the Party Wall to be exposed to the elements must not alter the structural integrity of the building on the GGD Property, impair the integrity or function of utilities serving the GGD Property, or unreasonably disrupt GGD's business operations. GGD reserves the right to approve the contractor, construction plans, materials, and timing of any removal work by Westridge related to the Party Wall on the GGD Property; such approval shall not be unreasonably withheld, conditioned, or delayed.

Section 4.4 Casualty. If any portion of the structures located on the Premises are damaged or destroyed by fire or other cause, the owner of such structures shall promptly cause either: (i) the repair, restoration, or rebuilding of the structure so damaged or destroyed, or (ii) the razing of any damaged structure, the filling of any excavation, and performance of any other work necessary to put such portion of the Premises in a clean, sightly, and safe condition. Such Owner shall have the option to choose which of the foregoing alternatives to perform, but such Owner shall be obligated to perform one of such alternatives and shall give notice to each other Owner within 180 days from the date of such casualty of which alternative it elects. In order to assure performance of their respective obligations, the Owners of the respective properties shall cause to be carried fire and extended coverage insurance on all structures and improvements on their respective properties in the amount of the replacement cost of such improvements, and in amounts at least sufficient to avoid the effect of any co-insurance provisions of such policies. All such insurance shall include provisions denying to the insurer subrogation rights against the other parties to the extent such rights have been waived by the insured prior to the occurrence of damage or loss. Each Owner hereby waives any rights of recovery against any other Owner, it directors, officers, employees, agents and tenants and occupants for any damage or consequential loss covered by said policies, against which such Owner is protected by insurance, to the extent of the proceeds payable under such policies, whether or not such damage or loss shall have been caused by any acts or omissions of the other Owner or its directors, officers, employees, tenants or occupants.

Section 4.5 Eminent Domain. In the event the Premises, in whole or in part, is taken by eminent domain, each Owner shall be entitled to the award for any portion of the Owner's property that is taken. Each Owner, regardless of whether any portion of the Owner's property is taken, reserves the right to make a claim for severance damages for any taking of any rights that affect this OEA.

## **ARTICLE V**

### **Indemnification, Insurance and Real Estate Taxes**

Section 5.1 Indemnification. Each Owner shall indemnify and hold any other Owner harmless from and against all liens, claims, lawsuits, costs, expenses, damages, or liabilities (including reasonable attorneys' fees and costs) arising or resulting from any occurrence within

the indemnifying Owner's property. The above obligations of the indemnifying Owner include, without limitation, any occurrence within such Owner's property resulting from the negligent acts or omissions of the Owner being indemnified, to the extent of the insurance coverage to be provided by such Owner.

Section 5.2 Insurance. Each Owner shall maintain or cause to be maintained with respect to its property commercial general liability insurance insuring against losses on account of loss of life, bodily injury or property damage that may arise from, or be occasioned by, the condition, use or occupancy of the Premises by the Owner and the tenants, agents, contractors, employees, licensees, customers, and invitees of such Owner or the occupants of the properties of such Owner, except as herein provided. Said insurance shall be carried by a reputable insurance company or companies qualified to do business in the State of Minnesota and having limits for loss of life or bodily injury in the amounts of not less than \$2,000,000 for each person, \$2,000,000 for each occurrence and \$2,000,000 for property damage for each occurrence. Each Owner shall maintain or cause to be maintained contractual liability insurance naming the other Owners as an additional insured specifically endorsed to cover said Owner's agreement to indemnify as set out in this OEA. All insurance shall include the following provisions:

- (a) That the policy may not be canceled or materially reduced in amount or coverage without at least 30 days' prior written notice by the insurer to each insured and any additional insureds;
- (b) Shall name the other Owners as additional insureds;
- (c) Shall provide for severability of interests;
- (d) That an act or omission of one of the insureds or additional insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to the other additional insureds of the insured, respectively; and
- (e) Shall be "occurrence" basis, not "claims made" basis.

Section 5.3 Real Estate Taxes. Each Owner shall pay all real estate taxes and assessments levied upon its property before delinquency; provided that each Owner shall have the right to withhold such payment so long as it contests in good faith, with diligence, through appropriate proceedings, any such real estate taxes and assessments.

## **ARTICLE VI**

### **Default and Remedies**

Section 6.1 Default; Failure to Pay Amounts Due. If an Owner fails to make any payment when due to another Owner as required under this OEA, and such failure continues for a period of fifteen (15) days after written notice by the Owner entitled to payment hereunder, then the Owner failing to make such payment shall be in default of this OEA.

Section 6.2 Default; Failure to Perform; Self-Help Remedy. If an Owner fails to perform or comply with any term, condition or obligation of this OEA (other than payment of any amount required by this OEA), and such failure continues for thirty (30) days after receipt of

written notice from any other Owner (or such longer period as may be reasonable under the circumstances if the failure cannot be cured within thirty (30) days and the Owner failing to perform commences to cure within such time period and diligently and continuously prosecutes such cure to completion), then the Owner failing to perform shall be in default of this OEA. Upon such default, the Owner providing written notice hereunder may proceed to cure the default by payment or performance. The defaulting Owner shall immediately reimburse the Owner curing the default for all reasonable costs and expenses incurred to cure the default. The thirty (30) day notice period shall not be required in the event of an emergency condition or condition that prevents access or use of a portion of a property, in which event the Owner curing the default shall give whatever notice, written or otherwise, is reasonable under the circumstances. Nothing contained in this Article shall create any obligation on the part of any Owner to exercise the rights granted herein or perform another Owner's obligations.

Section 6.3 Reimbursement; Lien Rights. An Owner shall have a lien in its favor upon the property of an Owner who is in default of this OEA to secure all amounts incurred under Sections 6.1 and 6.2. The lien shall attach to such property and take effect from the date of default and may be foreclosed as a mortgage on real estate pursuant to Minnesota law. A lien under this Section 6.3 is prior to all other liens and encumbrances on a property except: (a) liens and encumbrances recorded before this OEA; (b) any first mortgage on the property recorded before the date that the lien attaches and takes effect; and (c) liens for real estate taxes and other governmental assessments or charges against the property.

Section 6.4 Interest. Whenever an Owner shall not have paid any amount payable under this OEA to another Owner within thirty (30) days of the due date, the delinquent Owner shall pay interest on such amount from the due date until the date such payment is received by the Owner entitled thereto, at a rate which is the lesser of: (a) eight percent (8%) per annum; or (b) the highest percent permitted by law.

Section 6.5 Costs and Attorneys' Fees. In the event an Owner shall institute any action or proceeding against another Owner relating to the provisions of this OEA or to collect any amounts owing hereunder, or an arbitration proceeding is commenced by agreement of the Owners to any dispute, then in such event the prevailing Owner shall be entitled to reimbursement from the defaulting Owner for all third owner costs and expenses actually incurred as a result of such proceedings, including reasonable attorneys' fees and costs.

Section 6.6 Remedies. All remedies are cumulative and shall be deemed additional to any and all other remedies to which an Owner may be entitled to at law or in equity. Each Owner shall also have the right to restrain by injunction any violation or threatened violation by another of the terms, covenants or conditions of this OEA, or to obtain a decree to compel performance of any such term, covenant or condition, it being agreed that the remedy at law for a breach of any such term, covenant or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. No default under this OEA shall: (a) entitle any Person to cancel, rescind, or otherwise terminate this OEA; or (b) defeat or render invalid the lien of any mortgage made in good faith and for value as to any part of the Premises. Notwithstanding anything to the contrary contained herein, in the event an Owner recovers a money judgment against a defaulting Owner under this OEA, the judgment shall be satisfied only out of the right, title and interest of the defaulting Owner in the Premises; provided that the foregoing shall not limit any right that an Owner might have to obtain injunctive relief or to maintain any suit or action in connection with



the enforcement or collection of damages to the extent that such damages are payable under policies of liability insurance maintained by an Owner. Each Owner agrees that there shall be no individual liability of any partners, officers, directors, shareholders or employees of an Owner with respect to any claims under this OEA and expressly waives any and all rights to proceed against such owners.

## **ARTICLE VII Miscellaneous**

Section 7.1 Binding Effect; Covenants Running with Land. The easements, covenants, conditions, and restrictions described and set forth in this OEA shall be perpetual and constitute covenants running with the land that benefit and burden all of the land located within the Premises from the Effective Date. Such easements, covenants, conditions, and restrictions shall inure to the benefit of the Owners of the properties, and their respective successors and assigns, and shall be binding upon the Owners and Occupants of the properties and their respective successors and assigns. The obligations of an Owner under this OEA with respect to its property is terminated upon the sale or other transfer of such property, except that a transferor shall remain liable for any obligations that arise prior to the date of such transfer that have not been performed.

Section 7.2 Estoppel Certificate. Each Owner hereby agrees to execute and deliver an estoppel certificate upon reasonable written request from another Owner, which request shall not be more frequent than three times per year. An executed estoppel certificate shall be delivered to a requesting Owner, and any designated mortgagee of such Owner, within twenty (20) days of receipt of written request. The estoppel certificate shall state (a) whether or not this OEA is in full force and effect, (b) whether this OEA has been assigned, amended or modified, and if amended or modified, the nature of such amendment or modification, (c) whether or not the Owner knows of any uncured defaults under this OEA, and if there are known defaults, specifying the nature of the default, (d) whether, to the best knowledge of such Owner, there are any violations of any of the use and operation covenants set forth in this OEA, and (e) any other matter as may be reasonably requested by an Owner. The estoppel certificate shall be in a form reasonably acceptable to the Owner providing the estoppel certificate and the Owner requesting the estoppel certificate.

Section 7.3 Enforceability. The provisions of this OEA are for the benefit of the Owners. No Occupant or other person (except the Owners and their mortgagees) shall have any rights to enforce, or be deemed a beneficiary of, any of the provisions contained herein.

Section 7.4 Amendment. This OEA may only be amended, changed or terminated by a written agreement signed by all of the following owners: (a) all of the record Owners of the Premises. No consent to any amendment, change or termination of this OEA shall ever be required of any Occupant or Person (other than the Owners set forth above).

Section 7.5 Notices. Any notice required or permitted pursuant to this OEA shall be in writing and deemed properly given: (a) on the date of personal delivery, or attempted personal delivery if refused; (b) on the date the notice is delivered, or attempted to be delivered if refused, by a reputable overnight delivery service with proof of delivery or refusal; (c) two business days following the date the notice is postmarked by the United States Postal Office; provided it is sent postage prepaid, either certified or registered mail, return receipt requested; and (d) on the date of

actual receipt if by facsimile transmission, regular mail or any other means not set forth above. All notices shall be sent to a Person at the address listed below or last provided or to such last address as known by the Person sending such notice.

Westridge: Westridge Mall Limited Partnership  
Attn: Martin H. Graff  
560 Green Bay Road, Suite 403  
Winnetka, IL 60093

With a copy to: Pemberton Law  
Attn: Chad Felstul  
110 N Mill Street  
Fergus Falls, MN 56537

GGD: GGD Oakdale, LLC, dba Rhino Investments  
2200 Paeso Verde Parkway  
Henderson, NV 89002

With a copy to:

Refusal to accept delivery of a notice or the inability to deliver a notice because of an address that was not properly given shall not defeat or delay the giving of notice.

Section 7.6 Severability. Invalidation of any of the provisions contained in this OEA, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions of this OEA or the application to any other person, and the same shall remain in full force and effect.

Section 7.7 Waiver. Failure to enforce any covenant or condition of this OEA shall not be deemed to be a waiver of the right to do so thereafter. No waiver by any person of any covenant or condition of this OEA shall be effective or binding on such person unless made in writing and no waiver shall be implied from any omission by a person to take action with respect to such covenant or condition. The express written waiver of any covenant or condition shall not be a waiver of any other covenant or condition or cover any other period of time except for the covenant or condition and/or period of time specified in such express waiver.

Section 7.8 Negation of Partnership or Joint Venture. None of the terms or provisions of this OEA shall be deemed to create the relationship of principal, agent, partnership or joint venture between or among the Owners.

Section 7.9 Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Premises to the general public for any public use or purpose whatsoever.

Section 7.10 Excusable Delays. Whenever performance is required by any Person under this OEA, such Person shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time, or any cause beyond the reasonable control of such person, then the time for performance shall be reasonably extended by the period of delay as a result of such events. Notwithstanding the foregoing, the provisions of this Section 7.10 shall not operate to extend a person's obligation to pay any monies required under this OEA.

Section 7.11 Time of Essence. Time is of the essence of this OEA.

Section 7.12 Governing Law. This OEA shall in all respects be interpreted, construed and enforced according to the laws of the State of Minnesota and all claims shall be venued in Otter Tail County, Minnesota, unless mutually agreed to by the Owners.

Section 7.13 Construction. The Owners acknowledge that this OEA has been negotiated at arms-length and that their respective counsel or other representatives have had an opportunity to review this OEA before becoming bound thereby. The Owners acknowledge that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting owner shall not be employed in the interpretation of this OEA.

Section 7.14 Captions. The captions and headings contained in this OEA are for convenient reference only and shall not affect the interpretation of this OEA.

Section 7.15 Approval Rights. Unless otherwise herein provided, whenever consent or approval is required, such consent or approval shall not be unreasonably withheld, delayed or conditioned.

*(Remainder of page left intentionally blank. Signature pages follow.)*

IN WITNESS WHEREOF, the undersigned has executed this Operation and Easement Agreement as of the Effective Date.

**Westridge:**

Westridge Mall Limited Partnership,  
An Illinois limited partnership

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

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public for this County, personally appeared \_\_\_\_\_, who, being by me duly sworn, did say that he/she is \_\_\_\_\_ of Westridge Mall Limited Partnership, and that this instrument was signed on behalf of said limited partnership by authority of its Partners and acknowledged said instrument to be the free act and deed of said limited partnership.

\_\_\_\_\_  
Notary Public



## **OEA EXHIBIT LIST**

Exhibit A-1	Legal Description of Westridge Property
Exhibit A-2	Legal Description of GGD Property
Exhibit B	Sign Easement

**EXHIBIT A-1 TO OEA**

**(Legal Description of Westridge Property)**

◇, Otter Tail County, Minnesota

**EXHIBIT A-2 TO OEA**

**(Legal Description of GGD Property)**

\_\_\_\_\_, Westridge Theater Addition, Otter Tail County, Minnesota



**EXHIBIT B TO OEA**

**(Sign Easement)**



EASEMENT FOR DOMESTIC WATER VALVE ACCESS AND SHUTOFF

Exempt from State Deed Tax

Dated: October \_\_\_\_, 2021

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **WESTRIDGE MALL LIMITED PARTNERSHIP**, an Illinois limited partnership, Grantor, hereby grants, sells and conveys to the **CITY OF FERGUS FALLS**, a municipal corporation of the State of Minnesota, and its successors and assigns, Grantee, an easement and right of access for the purpose of shutting off valves to the domestic water, pursuant to the Grantee's policies and procedures and any applicable law, in the event that the Grantor fails to pay water charges to the Grantee with regard to real property in Otter Tail County, Minnesota, described as follows:

*See attached exhibit A*

Grantor covenants that Grantor is the owner of the premises and has the right, title and capacity to grant the easement granted hereby.

To have and to hold said permanent easement, together with all the hereditaments and appurtenances thereto unto said Grantee, its successors and assigns forever, for said purposes.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand this \_\_\_\_ day of October 2021.

**WESTRIDGE MALL LIMITED PARTNERSHIP**

BY \_\_\_\_\_  
 Martin Graff  
 Westridge Mall Association Inc.  
 Its President, the authorized Partner of  
 Westridge Mall Limited Partnership, an  
 Illinois limited partnership

STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

The foregoing easement was acknowledged before me this \_\_\_\_ day of October 2021, by Martin Graff, president of Westridge Mall Association Inc. an Illinois corporation, the authorized Partner of Westridge Mall Limited Partnership, an Illinois limited partnership.

.

\_\_\_\_\_  
 Notary Public

**THIS INSTRUMENT DRAFTED BY:**

Rolf Nycklemoe  
 Nycklemoe & Ellig, P.A.  
 106 East Washington Avenue  
 Fergus Falls, MN, 56537  
 Attorney License No: 230741  
 Telephone: (218) 736-5673  
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 Email: rolf@nycklemoelaw.com

**ADDENDUM #1 TO DEVELOPMENT CONTRACT  
FOR PLAT OF WESTRIDGE ADDITION**

**THIS ADDENDUM #1** is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF FERGUS FALLS, a municipality of the State of Minnesota, (hereinafter called the CITY), and WESTRIDGE MALL LIMITED PARTNERSHIP, an Illinois limited partnership (hereinafter called the OWNER AND DEVELOPER).

**RECITALS**

**WHEREAS**, the DEVELOPER/OWNER and the CITY entered into a Development Contract (the “CONTRACT”) on July 19, 2021.

**WHEREAS**, the DEVELOPER/OWNER and the CITY wish to make an addendum to the CONTRACT.

**WHEREAS**, the CONTRACT remains a valid, binding, and enforceable contract between the DEVELOPER/OWNER and the CITY, as further amended by this ADDENDUM #1.

**AGREEMENTS**

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. All definitions set forth in the CONTRACT shall apply to this ADDENDUM #1.
2. The CONTRACT required the DEVELOPER to perform the DEVELOPER IMPROVEMENTS prior to sale and/or transfer of ownership for Lot 2, Block 2. The DEVELOPER IMPROVEMENTS for Lot 2, Block 2 ~~ats~~ set forth in the CONTRACT are:
  - a. Dedicated water and sanitary sewer services connected to privately owned water and sanitary sewer mains located in the parking lot.
  - b. Provide water service shut off valve accessible to the CITY.
  - c. Install fire walls between lot and other adjoining structures.
3. The DEVELOPER IMPROVEMENTS are found on Exhibit C to the CONTRACT.
4. The DEVELOPER IMPROVEMENTS as required in the CONTRACT on Exhibit C to the CONTRACT shall be amended to read as follows:
  - a. For Lot 2, Block 2, the OWNER/DEVELOPER shall install fire wall(s) between the structures on Lot 2, Block 2 and other adjoining structures prior to the sale/transfer of ownership of Lot 2, Block 2.
5. There is no requirement that the DEVELOPER “[p]rovide dedicated water and sanitary sewer services connected to privately owned water and sanitary sewer mains located in the parking lot[,] or [p]rovide water service shut off valve accessible to the City.”
6. The only DEVELOPER IMPROVEMENTS as required by the CONTRACT prior to sale/transfer of Lot 2, Block 2 are set forth in Section 4 of this ADDENDUM #1.

7. The OWNER/DEVELOPER shall be entitled to sell and/or transfer ownership of Lot 2, Block 2, with the CITY's written approval, which approval shall not be unreasonably withheld, conditioned, and/or delayed and said consent shall be provided as long as the OWNER/DEVELOPER is in compliance with this ADDENDUM #1- and DEVELOPER and the purchaser of Lot 2, Block 2, enter into an Operation and Easement Agreement substantially in the form attached hereto.

~~7.8.~~ The DEVELOPER grants the CITY an easement and right of access to enter the DEVELOPER's real property for the purpose of shutting off valves to the domestic water, pursuant to the CITY's policies and procedures and any applicable laws, in the event that the DEVELOPER fails to pay water charges to the CITY.

~~8.9.~~ All remaining terms and conditions of the CONTRACT, except those terms and conditions inconsistent with this ADDENDUM #1, constitute a valid, binding, and enforceable contract between the CITY and the OWNER/DEVELOPER.

~~9.10.~~ This ADDENDUM #1 may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy, whether electronically or otherwise, of this ADDENDUM #1 delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this ADDENDUM #1.

**IN WITNESS WHEREOF**, the parties have executed this ADDENDUM #1.

**CITY OF FERGUS FALLS**

**OWNER AND DEVELOPER:**

By: \_\_\_\_\_  
Ben Schierer  
Its Mayor

By: \_\_\_\_\_  
Martin Graff  
Westridge Mall Association Inc.  
Its President

ATTEST:

\_\_\_\_\_  
Andrew Bremseth, City Administrator

STATE OF MINNESOTA    )  
  )  
COUNTY OF OTTER TAIL )           ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2021 before me a Notary Public within and for said County, personally appeared Ben Schierer and Andrew Bremseth to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator of the City of Fergus Falls, MN the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and City Administrator acknowledged said instrument to be the free act and deed of said municipality.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
  )  
COUNTY OF \_\_\_\_\_)           ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2021 before me a Notary Public within and for said County, personally appeared Marty Graff to me personally known, who being by me duly sworn, did say that he is the President of Westridge Mall Association, Inc. which is the authorized partner for Westridge Mall Limited Partnership, an Illinois limited partnership, the partnership named in the foregoing instrument, and that said instrument was signed on behalf of said partnership by authority of the general partners of Westridge Mall Limited Partnership and said Marty Graff acknowledged said instrument to be the free act and deed of the company.

\_\_\_\_\_  
Notary Public

Document drafted by:  
  
Pemberton Law, PLLP  
Chad R. Felstul  
110 N Mill Street  
Fergus Falls, MN 56537  
(218) 736-5493  
[c.felstul@pemplaw.com](mailto:c.felstul@pemplaw.com)

## **OPERATION AND EASEMENT AGREEMENT**

THIS OPERATION AND EASEMENT AGREEMENT (this “OEA”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”) by **WESTRIDGE MALL LIMITED PARTNERSHIP**, an Illinois limited partnership (“Westridge”), and **GGD OAKDALE, LLC, DBA RHINO INVESTMENTS**, a **Nevada** limited liability company (“GGD”). Westridge and GGD are referred to collectively as the “Owners” and individually as an “Owner.”

### **RECITALS**

A. Westridge is the owner of certain real property located in the City of Fergus Falls, Otter Tail County, Minnesota, legally described on **Exhibit A-1** attached hereto and made a part hereof (the “Westridge Property”).

B. GGD is the owner of certain real property located in the City of Fergus Falls, Otter Tail County, Minnesota, legally described on **Exhibit A-2** attached hereto and made a part hereof (the “GGD Property”).

C. The Westridge Property and the GGD Property are collectively referred to herein as the “Premises.”

D. The Premises is subject to existing operation and easement agreements including an agreement dated March 4, 1998 and recorded as Document Number 870619 (“Sandpiper OEA”); an agreement dated October 27, 1999 and recorded as Document Number 856176 (“Otter Tail Tire OEA”); an agreement dated May 30, 2001 and recorded as Document Number 882401 as amended on June 30, 2005 and recorded as Document Number 980750 (“Home Depot OEA”); and an agreement dated February 19, 2020, recorded (collectively “Prior OEAs”).

E. The Owners desire to establish certain covenants, conditions, restrictions and easements for the mutual benefit and enjoyment of owners and occupants of the Premises that promote, preserve, and enhance the value and desirability of the Premises and that facilitate the continuing care, maintenance, and repair of certain portions of the Premises.

F. The Owners desire to subject the Premises to the covenants, conditions, restrictions, and easements contained in this OEA. Subject to the terms of this OEA, the covenants, conditions,

restrictions, and easements contained in this OEA shall constitute covenants running with the Premises and shall be binding upon the owners, mortgagees, tenants, customers, employees, invitees and any other person having or acquiring any right, title or interest in the Premises, or any portion thereof, on or after the Effective Date, irrespective of the manner in which such right, title or interest is acquired. In furtherance of these objectives, the Owners shall record this OEA with the Otter Tail County Recorder.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, including the foregoing Recitals which are hereby incorporated into this OEA and made a part hereof, the owners hereto hereby impose, create, and establish the following covenants, conditions, restrictions, and easements upon the Premises.

## **ARTICLE I**

### **Definitions**

Section 1.1 Exterior Area. “Exterior Area” are those exterior areas outside of any building located within the Premises. The Exterior Area shall accommodate two lanes of traffic, one in each direction.

Section 1.2 Intentionally Left Blank.

Section 1.3 Party Wall. “Party Wall” includes all existing or future shared common walls between the Westridge Property and the GGD Property, as depicted in **Exhibit B**.

Section 1.4 Common Utility Line. “Common Utility Line” are those utility lines installed to provide the applicable services to the Mall and the Premises to the extent that such utility lines are not the responsibility of a governmental authority or utility company.

Section 1.5 Premises. “Premises” is as defined in the Recitals hereto and includes the Westridge Property, GGD Property, and the Mall.

Section 1.6 Effective Date. “Effective Date” is the date first set forth in the preamble above, upon which date all terms and conditions of this OEA are in full force and effect.

Section 1.7 Governmental Regulation(s). “Governmental Regulation(s)” are all federal, state, county or municipal laws, rules, ordinances, regulations, directives, orders and/or requirements now in force or which may hereafter be in force with respect to the Premises.

Section 1.8 Occupant. “Occupant” is any Person entitled to use and occupy any portion of the Mall, including tenants.

Section 1.9 Owner. “Owner” is either GGD or Westridge, collectively referred to as “Owners.”

Section 1.10 Permittee(s). “Permittee(s)” includes an Occupant and Owner and their respective officers, directors, employees, agents, partners, contractors, customers, visitors, invitees, licensees, subtenants, and concessionaires.



Section 1.11 Separate Utility Line. “Separate Utility Line” are those utility lines installed to provide the applicable services to one property only. For purposes of this OEA, the portion of a utility line extending between a Common Utility Line and a building shall be considered a Separate Utility Line.

Section 1.12 Mall. “Mall” shall mean the physical structure, building, and appurtenances located on the Premises

## **ARTICLE II Grant of Easements**

Section 2.1. Easements across Exterior Area. Reciprocal, perpetual, nonexclusive easements for the purposes of ingress, egress, passage, and delivery by pedestrian and vehicular traffic (but not for parking or other purposes) and for access to and from the public roadways located adjacent to the Premises are hereby established on, over, upon, through and across the Exterior Area, subject to the provisions of this OEA, for the benefit of all property comprising the Premises. The use of such Exterior Area by any person entitled to use the same shall be reasonable and in common with other persons. An Owner, Occupant and their respective Permittees shall not obstruct or interfere with the free flow of pedestrian and vehicular traffic over the Exterior Area; provided, however, that each Owner may change the location of curb cuts to and from the Exterior Area to that Owner’s property, provided such change does not materially and adversely affect an Owner, Occupant, or its Permittees. Notwithstanding the above, the free flow of pedestrian and vehicular traffic may be temporarily obstructed or interfered with only to the extent necessary for reasonable repair and maintenance; provided that any such obstruction or interference shall only be allowed if prior notice is given to each Owner and Occupant and if there is no unreasonable interference of access to or use of the Exterior Area. Each Owner shall ensure that the Owner’s respective property complies with the parking space ratios imposed by the local unit of government. Any change in use of any Owner’s property that results additional required parking spaces shall be made compliant on that Owner’s property.

Section 2.3 Easements for Use of Common Utility Lines. Reciprocal, perpetual, nonexclusive easements are hereby dedicated and established over and across, in favor of, and for the benefit of, all of the properties comprising the Premises for the Common Utility Lines. The use of the Common Utility Lines by any Owner or Occupant entitled to use the same shall be reasonable and in common with all other such Persons.

Section 2.4 Intentionally Left Blank.

Section 2.5 Sign Easement. Westridge grants GGD an easement to place a sign on the northernmost sign as depicted in **Exhibit C** subject to Westridge’s written approval of the sign, which approval shall not be unreasonably withheld, conditioned, and/or delayed. The sign easement includes the right to access, maintain, repair, improve, and replace the signs. GGD shall provide The sign easement does not allow GGD to place any sign on any real property owned by Westridge without first obtaining Westridge’s consent as set forth herein. **The sign shall be no bigger than \_\_\_\_\_ by \_\_\_\_\_.**

Section 2.6 Party Wall Easement. Subject to the rights of the Owners to remove any part of the Party Wall as laid out in this OEA, the Party Wall will be a fixture appurtenant to the

GGD and Westridge properties. The Owners shall be deemed to own an undivided one-half (1/2) interest in the Party Wall, together with the necessary or appropriate easements for the perpetual lateral and subjacent support, maintenance, repair, and inspection of the Party Wall, and with equal rights of joint use of the Party Wall. Each Owner grants to the other Owner an easement in, under and over the adjacent property, to the extent reasonably necessary, upon reasonable advance notice, and in a mutually coordinated manner resulting in the least practical disruption of the use of the properties by the adjacent Owner, to perform all necessary repairs, reconstruction, and maintenance of the Party Wall. The general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply to the easement for the Party Wall, to the extent not inconsistent with the provisions of this OEA. Except as provided in this OEA, neither Owner shall have the right to destroy, remove or make any structural changes or provide for additional openings to the Party Wall without the prior written consent of the other Owner (which consent shall not be unreasonably withheld, conditioned, or delayed), nor shall either Owner adversely affect the structural integrity of the party wall. If the structural integrity of the party wall is impacted by any change by an Owner, the Owner making the change shall ensure that the party wall's structural integrity is intact. Neither Owner shall subject the Party Wall to any use which in any manner whatsoever may interfere with the equal use and enjoyment of the Party Wall by the other Owner. To the extent the center of the Party Wall is not centered on the lot lines, or any portion of a Party Wall or the buildings located on the properties, including, without limitation, roof eaves, soffits and overhangs, gutters, drainpipes, and other architectural features encroaches upon another property, each Owner hereby establishes and grants an easement for the continued existence and maintenance of such encroachment which will continue for so long as such encroachment exists and which will burden the property encroached upon and benefit the other property.

Section 2.7 General Provisions and Restrictions. This OEA and the Premises are subject to the Prior OEAs. Nothing in this OEA shall alter Westridge's obligations under the Prior OEAs nor impose additional encumbrances on the GGD Property in favor of the third parties to the Prior OEAs. The reciprocal easements granted in this OEA are perpetual easements that run with the Premises. The easements shall not create any rights in or for the benefit of the general public nor shall they affect any real estate located outside of the Premises. All easements granted in this Article II shall be subject to the covenants and restrictions set forth in this OEA.

### **ARTICLE III Maintenance and Repair**

Section 3.1 Maintenance of Buildings and Related Improvements. Subject to the rights of Westridge to remove any buildings and related improvements on its property, each Owner shall maintain, at its sole cost and expense, all buildings and related improvements on its property. All buildings and related improvements shall be maintained in good order, condition, and repair, in accordance with the standards of maintenance followed in other comparable retail centers of similar size in the western-central part of the State of Minnesota and in compliance with all Governmental Regulations. Each Owner shall, at its sole cost and expense, arrange for the regular removal of refuse and garbage from its property. Notwithstanding anything to the contrary contained in this OEA, each Owner constructing any additional improvements on its property shall maintain, repair and replace, at its sole cost and expense, such improvements in good order, condition and repair, in accordance with the standards set forth in this Section.

Section 3.2 Intentionally Left Blank.

Section 3.3 Maintenance of Separate Utility Lines. Each Owner, at its sole cost and expense, shall maintain, repair, replace, relocate, or remove all Separate Utility Lines utilized by it regardless of wheresoever located so as to maintain such in a safe condition and good state of repair. Any maintenance, repair, replacement, relocation, or removal of Separate Utility Lines located on another Owner's property shall be performed after two weeks' written notice to the Owner of the servient property (except that in emergency the work may be initiated with or without reasonable notice, depending on the circumstances). Any Owner performing or causing to be performed such work agrees to promptly pay all costs and the expenses associated therewith, diligently complete such work, and promptly clean the area and restore the affected portions of Properties to a condition equal to or better than the condition which existed prior to the commencement of such work.

Section 3.4 Maintenance of Common Utility Lines. The Owner of each property shall maintain, repair, replace, relocate, or remove all Common Utility Lines on that Owner's property so that access and use by all other Owners is maintained in a safe condition, good state of repair and in compliance with all Governmental Regulations. Each Owner shall be responsible for the costs for such maintenance, repair, and replacement of that portion of the Common Utility Lines located on that Owner's property. If shared utilities are not metered separately, GGD shall pay Westridge its pro rata share of such utility until such time as the utilities on the GGD Property are reconfigured or separately metered.

Section 3.5 Maintenance of Exterior Area. Each Owner shall operate, maintain, remove snow and ice, resurface, sweep, stripe, signal, insure, and repair their portion of the Exterior Area. The Exterior Area shall be maintained in good order, condition, and repair, in accordance with standards of maintenance followed in other comparable retail centers of similar size in the western-central part of the State of Minnesota and in compliance with all Governmental Regulations. All maintenance of the Exterior Areas shall also be in accordance with the Prior OEAs. If portions of the lighting on the GGD Property are not separately metered, GGD shall pay Westridge for its pro rata share of the lighting until such time as the lighting on the GGD Property are reconfigured or separately metered.

Section 3.6 Maintenance of Party Wall. Subject to the rights of the Owners to alter the Party Wall as laid out in this OEA in the event that the Party Wall is damaged or destroyed, or otherwise requires maintenance or repair, ordinary wear and tear excepted, the Party Wall shall be repaired or rebuilt, or such other maintenance and repairs shall be performed, at the equally shared expense of both Owners; provided, however, that each Owner shall be solely responsible for the nonstructural repair and maintenance of the interior surfaces of the party wall located within such Owner's property. If the Owners cannot agree in good faith on the necessity of any repair, maintenance or replacement of the Party Wall, the Owner advocating the repair, maintenance or replacement shall be entitled, at its own expense, to hire an independent licensed contractor or inspector (who shall not be affiliated, directly or indirectly, with the contractor selected to perform such work, if so determined) to perform an inspection of the Party Wall and provide a written recommendation as to whether repair, maintenance or replacement is advisable pursuant to customary standards in the industry for the geographical area. If the contractor or inspector in good faith recommends that the Party Wall be repaired, maintained, or replaced, both owners of

the Party Wall shall be bound by such recommendation, and shall share the expense of the work in the manner set forth above; provided, however, that the Owner who originally refused to agree to the work shall reimburse the other Owner for one-half (1/2) of the reasonable costs incurred in obtaining the inspection. Unless otherwise agreed to in writing by both Owners, any repair to a Party Wall shall return the Party Wall to substantially the same condition in which it existed prior to the damage or destruction (including the use of the same or similar materials, and the same proportions). Any repair, modification, or other work performed on a Party Wall shall be done in compliance with all applicable building and fire codes. Notwithstanding any other provision of this Agreement, any Owner who, by its negligent or willful act, causes Party Wall to be exposed to the elements shall bear the entire cost of the repairs necessary for protection against such elements.

Section 3.7 Westridge Obligations. Notwithstanding any of the foregoing, Westridge's obligations under this Article shall be automatically amended/terminated based on Westridge removing any structure pursuant to this Agreement.

Section 3.8 Payment of City of Fergus Falls Utilities. In the event that the Westridge Property and the GGD Property share any utilities through the City of Fergus Falls for their respective properties, the Parties shall pay their pro-rata share of the utilities through the City of Fergus Falls based on square footage of their respective properties. For example purposes only, if the utility charges through the City of Fergus Falls is \$100.00 in a given month, and Westridge Property is 9,000 square feet and the GGD Property is 1,000 square feet, Westridge shall be responsible for \$90.00 and GGD shall be responsible for \$10.00 of the utility charges from the City of Fergus Falls. Westridge shall pay the utility bill from the City of Fergus Falls and GGD shall reimburse Westridge for its pro-rata portion of the utility bill from the City of Fergus Falls within 20 days from receipt of an invoice from Westridge setting forth GGD's pro-rata amount owed of the utility charges from the City of Fergus Falls. The Parties understand and agree that the City of Fergus Falls may shut off the shared utilities in the event the utility charges are not paid pursuant to its policies and procedures and any applicable laws. If Westridge fails to pay any utility charges through the City of Fergus Falls, GGD shall have the ability to pay the utility charges directly to the City of Fergus Falls to avoid any shut off and, in that event, Westridge shall reimburse GGD for its pro-rata share of the utility charges from the City of Fergus Falls within 20 days from receipt of an invoice from GGD.

#### **ARTICLE IV**

##### **Removal of Portion of Premises/Mall**

Section 4.1 Removal of Portion of Party Wall. Westridge reserves the unilateral right to remove its side of a Party Wall subject to the requirements of Westridge under Section 4.3. If a portion of the Party Wall is removed, this OEA must be amended to acknowledge such change and modify all necessary provisions of this OEA.

Section 4.2 Removal of Portion of Westridge Structure. Westridge reserves the unilateral right to remove any portion of the structure on the Westridge Property, including any buildings, walls, improvements, Party Wall, etc., subject to the requirements of Westridge under Section 4.3.

Section 4.3 Removal Work. No portion of the structure on the Westridge Property, or Party Wall may be removed in a manner that violates the Prior OEAs unless agreed to by the Owners and any Occupants in writing. If Westridge removes any portion of the structure on the Westridge Property and causes any interior portion of the Party Wall to be exposed to the elements, Westridge shall be responsible for all costs to modify the exposed portion of Party Wall to an exterior wall. If Westridge removes any portion of the structure on the Westridge Property that causes any interior portion of the Party Wall to be exposed to the elements this OEA must be amended to acknowledge such change and modify all necessary provisions of this OEA. Any removal work by Westridge that causes any interior portion of the Party Wall to be exposed to the elements must not alter the structural integrity of the building on the GGD Property, impair the integrity or function of utilities serving the GGD Property, or unreasonably disrupt GGD's business operations. GGD reserves the right to approve the contractor, construction plans, materials, and timing of any removal work by Westridge related to the Party Wall on the GGD Property; such approval shall not be unreasonably withheld, conditioned, or delayed.

Section 4.4 Casualty. If any portion of the structures located on the Premises are damaged or destroyed by fire or other cause, the owner of such structures shall promptly cause either: (i) the repair, restoration, or rebuilding of the structure so damaged or destroyed, or (ii) the razing of any damaged structure, the filling of any excavation, and performance of any other work necessary to put such portion of the Premises in a clean, sightly, and safe condition. Such Owner shall have the option to choose which of the foregoing alternatives to perform, but such Owner shall be obligated to perform one of such alternatives and shall give notice to each other Owner within 180 days from the date of such casualty of which alternative it elects. In order to assure performance of their respective obligations, the Owners of the respective properties shall cause to be carried fire and extended coverage insurance on all structures and improvements on their respective properties in the amount of the replacement cost of such improvements, and in amounts at least sufficient to avoid the effect of any co-insurance provisions of such policies. All such insurance shall include provisions denying to the insurer subrogation rights against the other parties to the extent such rights have been waived by the insured prior to the occurrence of damage or loss. Each Owner hereby waives any rights of recovery against any other Owner, it directors, officers, employees, agents and tenants and occupants for any damage or consequential loss covered by said policies, against which such Owner is protected by insurance, to the extent of the proceeds payable under such policies, whether or not such damage or loss shall have been caused by any acts or omissions of the other Owner or its directors, officers, employees, tenants or occupants.

Section 4.5 Eminent Domain. In the event the Premises, in whole or in part, is taken by eminent domain, each Owner shall be entitled to the award for any portion of the Owner's property that is taken. Each Owner, regardless of whether any portion of the Owner's property is taken, reserves the right to make a claim for severance damages for any taking of any rights that affect this OEA.

## **ARTICLE V**

### **Indemnification, Insurance and Real Estate Taxes**

Section 5.1 Indemnification. Each Owner shall indemnify and hold any other Owner harmless from and against all liens, claims, lawsuits, costs, expenses, damages, or liabilities (including reasonable attorneys' fees and costs) arising or resulting from any occurrence within

the indemnifying Owner's property. The above obligations of the indemnifying Owner include, without limitation, any occurrence within such Owner's property resulting from the negligent acts or omissions of the Owner being indemnified, to the extent of the insurance coverage to be provided by such Owner.

Section 5.2 Insurance. Each Owner shall maintain or cause to be maintained with respect to its property commercial general liability insurance insuring against losses on account of loss of life, bodily injury or property damage that may arise from, or be occasioned by, the condition, use or occupancy of the Premises by the Owner and the tenants, agents, contractors, employees, licensees, customers, and invitees of such Owner or the occupants of the properties of such Owner, except as herein provided. Said insurance shall be carried by a reputable insurance company or companies qualified to do business in the State of Minnesota and having limits for loss of life or bodily injury in the amounts of not less than \$2,000,000 for each person, \$2,000,000 for each occurrence and \$2,000,000 for property damage for each occurrence. Each Owner shall maintain or cause to be maintained contractual liability insurance naming the other Owners as an additional insured specifically endorsed to cover said Owner's agreement to indemnify as set out in this OEA. All insurance shall include the following provisions:

- (a) That the policy may not be canceled or materially reduced in amount or coverage without at least 30 days' prior written notice by the insurer to each insured and any additional insureds;
- (b) Shall name the other Owners as additional insureds;
- (c) Shall provide for severability of interests;
- (d) That an act or omission of one of the insureds or additional insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to the other additional insureds of the insured, respectively; and
- (e) Shall be "occurrence" basis, not "claims made" basis.

Section 5.3 Real Estate Taxes. Each Owner shall pay all real estate taxes and assessments levied upon its property before delinquency; provided that each Owner shall have the right to withhold such payment so long as it contests in good faith, with diligence, through appropriate proceedings, any such real estate taxes and assessments.

## **ARTICLE VI**

### **Default and Remedies**

Section 6.1 Default; Failure to Pay Amounts Due. If an Owner fails to make any payment when due to another Owner as required under this OEA, and such failure continues for a period of fifteen (15) days after written notice by the Owner entitled to payment hereunder, then the Owner failing to make such payment shall be in default of this OEA.

Section 6.2 Default; Failure to Perform; Self-Help Remedy. If an Owner fails to perform or comply with any term, condition or obligation of this OEA (other than payment of any amount required by this OEA), and such failure continues for thirty (30) days after receipt of

written notice from any other Owner (or such longer period as may be reasonable under the circumstances if the failure cannot be cured within thirty (30) days and the Owner failing to perform commences to cure within such time period and diligently and continuously prosecutes such cure to completion), then the Owner failing to perform shall be in default of this OEA. Upon such default, the Owner providing written notice hereunder may proceed to cure the default by payment or performance. The defaulting Owner shall immediately reimburse the Owner curing the default for all reasonable costs and expenses incurred to cure the default. The thirty (30) day notice period shall not be required in the event of an emergency condition or condition that prevents access or use of a portion of a property, in which event the Owner curing the default shall give whatever notice, written or otherwise, is reasonable under the circumstances. Nothing contained in this Article shall create any obligation on the part of any Owner to exercise the rights granted herein or perform another Owner's obligations.

Section 6.3 Reimbursement; Lien Rights. An Owner shall have a lien in its favor upon the property of an Owner who is in default of this OEA to secure all amounts incurred under Sections 6.1 and 6.2. The lien shall attach to such property and take effect from the date of default and may be foreclosed as a mortgage on real estate pursuant to Minnesota law. A lien under this Section 6.3 is prior to all other liens and encumbrances on a property except: (a) liens and encumbrances recorded before this OEA; (b) any first mortgage on the property recorded before the date that the lien attaches and takes effect; and (c) liens for real estate taxes and other governmental assessments or charges against the property.

Section 6.4 Interest. Whenever an Owner shall not have paid any amount payable under this OEA to another Owner within thirty (30) days of the due date, the delinquent Owner shall pay interest on such amount from the due date until the date such payment is received by the Owner entitled thereto, at a rate which is the lesser of: (a) eight percent (8%) per annum; or (b) the highest percent permitted by law.

Section 6.5 Costs and Attorneys' Fees. In the event an Owner shall institute any action or proceeding against another Owner relating to the provisions of this OEA or to collect any amounts owing hereunder, or an arbitration proceeding is commenced by agreement of the Owners to any dispute, then in such event the prevailing Owner shall be entitled to reimbursement from the defaulting Owner for all third owner costs and expenses actually incurred as a result of such proceedings, including reasonable attorneys' fees and costs.

Section 6.6 Remedies. All remedies are cumulative and shall be deemed additional to any and all other remedies to which an Owner may be entitled to at law or in equity. Each Owner shall also have the right to restrain by injunction any violation or threatened violation by another of the terms, covenants or conditions of this OEA, or to obtain a decree to compel performance of any such term, covenant or condition, it being agreed that the remedy at law for a breach of any such term, covenant or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. No default under this OEA shall: (a) entitle any Person to cancel, rescind, or otherwise terminate this OEA; or (b) defeat or render invalid the lien of any mortgage made in good faith and for value as to any part of the Premises. Notwithstanding anything to the contrary contained herein, in the event an Owner recovers a money judgment against a defaulting Owner under this OEA, the judgment shall be satisfied only out of the right, title and interest of the defaulting Owner in the Premises; provided that the foregoing shall not limit any right that an Owner might have to obtain injunctive relief or to maintain any suit or action in connection with

the enforcement or collection of damages to the extent that such damages are payable under policies of liability insurance maintained by an Owner. Each Owner agrees that there shall be no individual liability of any partners, officers, directors, shareholders or employees of an Owner with respect to any claims under this OEA and expressly waives any and all rights to proceed against such owners.

## **ARTICLE VII Miscellaneous**

Section 7.1 Binding Effect; Covenants Running with Land. The easements, covenants, conditions, and restrictions described and set forth in this OEA shall be perpetual and constitute covenants running with the land that benefit and burden all of the land located within the Premises from the Effective Date. Such easements, covenants, conditions, and restrictions shall inure to the benefit of the Owners of the properties, and their respective successors and assigns, and shall be binding upon the Owners and Occupants of the properties and their respective successors and assigns. The obligations of an Owner under this OEA with respect to its property is terminated upon the sale or other transfer of such property, except that a transferor shall remain liable for any obligations that arise prior to the date of such transfer that have not been performed.

Section 7.2 Estoppel Certificate. Each Owner hereby agrees to execute and deliver an estoppel certificate upon reasonable written request from another Owner, which request shall not be more frequent than three times per year. An executed estoppel certificate shall be delivered to a requesting Owner, and any designated mortgagee of such Owner, within twenty (20) days of receipt of written request. The estoppel certificate shall state (a) whether or not this OEA is in full force and effect, (b) whether this OEA has been assigned, amended or modified, and if amended or modified, the nature of such amendment or modification, (c) whether or not the Owner knows of any uncured defaults under this OEA, and if there are known defaults, specifying the nature of the default, (d) whether, to the best knowledge of such Owner, there are any violations of any of the use and operation covenants set forth in this OEA, and (e) any other matter as may be reasonably requested by an Owner. The estoppel certificate shall be in a form reasonably acceptable to the Owner providing the estoppel certificate and the Owner requesting the estoppel certificate.

Section 7.3 Enforceability. The provisions of this OEA are for the benefit of the Owners. No Occupant or other person (except the Owners and their mortgagees) shall have any rights to enforce, or be deemed a beneficiary of, any of the provisions contained herein.

Section 7.4 Amendment. This OEA may only be amended, changed or terminated by a written agreement signed by all of the following owners: (a) all of the record Owners of the Premises. No consent to any amendment, change or termination of this OEA shall ever be required of any Occupant or Person (other than the Owners set forth above).

Section 7.5 Notices. Any notice required or permitted pursuant to this OEA shall be in writing and deemed properly given: (a) on the date of personal delivery, or attempted personal delivery if refused; (b) on the date the notice is delivered, or attempted to be delivered if refused, by a reputable overnight delivery service with proof of delivery or refusal; (c) two business days following the date the notice is postmarked by the United States Postal Office; provided it is sent postage prepaid, either certified or registered mail, return receipt requested; and (d) on the date of



actual receipt if by facsimile transmission, regular mail or any other means not set forth above. All notices shall be sent to a Person at the address listed below or last provided or to such last address as known by the Person sending such notice.

Westridge: Westridge Mall Limited Partnership  
Attn: Martin H. Graff  
560 Green Bay Road, Suite 403  
Winnetka, IL 60093

With a copy to: Pemberton Law  
Attn: Chad Felstul  
110 N Mill Street  
Fergus Falls, MN 56537

GGD: GGD Oakdale, LLC, dba Rhino Investments  
2200 Paeso Verde Parkway  
Henderson, NV 89002

With a copy to:

Refusal to accept delivery of a notice or the inability to deliver a notice because of an address that was not properly given shall not defeat or delay the giving of notice.

Section 7.6 Severability. Invalidation of any of the provisions contained in this OEA, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions of this OEA or the application to any other person, and the same shall remain in full force and effect.

Section 7.7 Waiver. Failure to enforce any covenant or condition of this OEA shall not be deemed to be a waiver of the right to do so thereafter. No waiver by any person of any covenant or condition of this OEA shall be effective or binding on such person unless made in writing and no waiver shall be implied from any omission by a person to take action with respect to such covenant or condition. The express written waiver of any covenant or condition shall not be a waiver of any other covenant or condition or cover any other period of time except for the covenant or condition and/or period of time specified in such express waiver.

Section 7.8 Negation of Partnership or Joint Venture. None of the terms or provisions of this OEA shall be deemed to create the relationship of principal, agent, partnership or joint venture between or among the Owners.

Section 7.9 Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Premises to the general public for any public use or purpose whatsoever.

Section 7.10 Excusable Delays. Whenever performance is required by any Person under this OEA, such Person shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time, or any cause beyond the reasonable control of such person, then the time for performance shall be reasonably extended by the period of delay as a result of such events. Notwithstanding the foregoing, the provisions of this Section 7.10 shall not operate to extend a person's obligation to pay any monies required under this OEA.

Section 7.11 Time of Essence. Time is of the essence of this OEA.

Section 7.12 Governing Law. This OEA shall in all respects be interpreted, construed and enforced according to the laws of the State of Minnesota and all claims shall be venued in Otter Tail County, Minnesota, unless mutually agreed to by the Owners.

Section 7.13 Construction. The Owners acknowledge that this OEA has been negotiated at arms-length and that their respective counsel or other representatives have had an opportunity to review this OEA before becoming bound thereby. The Owners acknowledge that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting owner shall not be employed in the interpretation of this OEA.

Section 7.14 Captions. The captions and headings contained in this OEA are for convenient reference only and shall not affect the interpretation of this OEA.

Section 7.15 Approval Rights. Unless otherwise herein provided, whenever consent or approval is required, such consent or approval shall not be unreasonably withheld, delayed or conditioned.

*(Remainder of page left intentionally blank. Signature pages follow.)*

IN WITNESS WHEREOF, the undersigned has executed this Operation and Easement Agreement as of the Effective Date.

**Westridge:**

Westridge Mall Limited Partnership,  
An Illinois limited partnership

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

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public for this County, personally appeared \_\_\_\_\_, who, being by me duly sworn, did say that he/she is \_\_\_\_\_ of Westridge Mall Limited Partnership, and that this instrument was signed on behalf of said limited partnership by authority of its Partners and acknowledged said instrument to be the free act and deed of said limited partnership.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the undersigned has executed this Operation and Easement Agreement as of the Effective Date.

**GGD:**

**GGD Oakdale, LLC, dba Rhino Investments**

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

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

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public for this County, personally appeared \_\_\_\_\_, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ of Cinema Entertainment Corp., and that this instrument was signed on behalf of said corporation by authority of its Board of Directors and acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

**THIS INSTRUMENT DRAFTED BY:**  
Pemberton Law, PLLP  
110 North Mill Street  
Fergus Falls, MN 56537

## **OEA EXHIBIT LIST**

Exhibit A-1	Legal Description of Westridge Property
Exhibit A-2	Legal Description of GGD Property
Exhibit B	Sign Easement

**EXHIBIT A-1 TO OEA**

**(Legal Description of Westridge Property)**

◇, Otter Tail County, Minnesota

**EXHIBIT A-2 TO OEA**

**(Legal Description of GGD Property)**

\_\_\_\_\_, Westridge Theater Addition, Otter Tail County, Minnesota

**EXHIBIT B TO OEA**

**(Sign Easement)**







# City Council Action Recommendation

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Page 1 of 1

**Meeting Date:**

October 5, 2021 BDFB  
October 13, 2021 Committee of the Whole  
October 18, 2021 City Council

**Subject:**

\$5,560 Facade Loan – TG Property LLC

**Recommendation:**

Business Development for Fergus Falls recommends approval of a Façade Loan in the amount of \$5,560 to TG Property LLC.

**Background/Key Points:**

TG Property LLC has asked for the City’s participation in financing facade updates and signage at 116 East Lincoln Avenue. TG Property LLC was established in July 2021 to acquire and renovate a building for use as office space by mental health professionals. TG Property LLC closed on 116 East Lincoln Avenue on September 30, 2021 and plan to offer eight individual psychotherapy offices for lease at approximately \$500 a month after renovations are complete, providing them with an annual income of \$48,000.

Northwestern Bank financed the purchase of the building and a portion of renovation costs, and a concurrent request has been made of West Central Initiative to help cover further renovation costs. BDFB and City staff are asking the City Council to consider providing a \$5,560 Facade Loan with the following terms:

- 0% interest for 48 months
- 1% origination fee on the loan amount
- Personal and Corporate Guarantees

The collateral for the loan would be a second or third position on the real estate located at 116 East Lincoln Avenue, Fergus Falls, MN (TBD).

- 1) First position, Northwestern Bank - \$221,600
- 2) Second position, West Central Initiative - \$27,676
- 3) Third position, City of Fergus Falls - \$5,560 Facade Loan
- 4) Owner contribution - \$27,676

**Budgetary Impact:**

If approved, the City will receive a 1% origination fee from the applicant at closing.

**Originating Department:**

Community Development

**Respectfully Submitted:**

Klara Beck & BDFB



# City Council Action Recommendation

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Page 1 of 1

**Meeting Date:**

October 5, 2021 BDFB  
October 13, 2021 Committee of the Whole  
October 20, 2021 City Council

**Subject:**

\$28,000 ED Loan – Bill & Leanne Meis (The Flower Mill)

**Recommendation:**

Business Development for Fergus Falls recommends approval of an Economic Development Loan in the amount of \$28,000 to Bill and Leanne Meis, owners of The Flower Mill.

**Background/Key Points:**

Bill & Leanne Meis own the Flower Mill at 205 West Lincoln Avenue. A portion of the building's roof has failed twice since 2019, causing water to leak into their storefront. They have received quotes from two different roofing companies and both state that the proper mode of repair would be to remove the current foam roof surface and replace it with a different system.

Bill & Leanne Meis have been running The Flower Mill since 2007 and recently purchased the stained glass business located in the lower level of the building. Bill & Leanne have received a few loans from the City over the years and have repaid all of those loans. They are requesting a loan not to exceed \$28,000. This loan would help them maintain their building and continue to operate their retail business in downtown Fergus Falls.

BDFB and City staff are asking City Council to consider providing a \$28,000 ED Loan with the following terms:

- 4% interest for 12 years
- 1% origination fee on the loan amount
- Personal and Corporate Guarantees

The collateral for the loan will be a second position on the real estate located at 205 West Lincoln Avenue, Fergus Falls, MN.

- 1) First position, Bell Bank
- 2) Second position, City of Fergus Falls - \$28,000 ED Loan

**Budgetary Impact:**

The City will receive interest on the revolving loan funds expended. The proposed improvements will support an anchor tenant in downtown Fergus Falls.

**Originating Department:**

Community Development

**Respectfully Submitted:**

Klara Beck & BDFB



# Council Action Recommendation

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Page 1 of 1

**Meeting Date:** 10-12-2021

**Subject:** Surplus items

**Recommendation:** Declare these (list attached) items “surplus” and authorize their disposal.

**Background/Key Points:** The items are no longer in use.

**Budgetary Impact:** All items will be listed for sale on the “Gov Deals” website or sold for “scrap/salvage” value, with funds received from the sale of items going back into the fund from which they were originally purchased from.

**Originating Department:** Public Works

**Respectfully Submitted:** Len Taylor

## Auction/Surplus 2021

R12 coolant recovery and tank  
obsolete user manuals  
rear load tipper bar  
used axle assemblies (1 heavy truck) (2 trailer)  
wheel balancer stand  
Approx. 8' ram from intruder grinder  
used air seat  
Cat payloader steps  
orange dump truck box ladder  
(2) grey painted Sterling bumpers  
(2) orange painted GMC bumpers  
used rims  
used tires  
used grader tires  
Simplex railroad jack and cable  
tamper and two jack hammers  
gas powered air compressor  
wheeled air tank  
misc cable  
Cross walk glass spreader and roller  
coffee maker  
Exhaust hose and real  
home made tire rack  
straight light poles  
light poles with covered bases  
two pallets of old bricks (not downtown bricks)  
unit 35 2005 GMC sierra 1500  
scrap metal near crushed concrete pile  
old hydrants  
old garbage containers taken out of service  
old roll off containers taken out of service  
Ag Gator plow attachment  
misc light poles taken out of service  
Unit 57 94 GMC k1500 (roll over)  
NP Park playground Equipment  
Drum sander  
Jacobson push mowers (7)  
unit 615 1992 cub cadet garden tractor with tiller/mower deck  
unit 422 1963 rosco roller  
unit 479 1990 hydra hammer  
unit 1114 1979 Ditch Witch trencher  
Unit 624 1997 New Holland tractor

Unit 1145 1988 fair snow box  
Unit 1147 1988 far snow box  
unit 1169 1960 miller welder  
rear truck bumpers (7)  
take off tailgates (5)



## Memo

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Page 1 of 1

**Meeting Date:**

October 18- City Council Meeting

**Subject:**

Update to previous request to hold a public hearing on Oct 18 the Dental Specialists Tax Abatement Project.

**Recommendation:**

Adopt a resolution calling for a public hearing for the Dental Specialists Tax Abatement Project on November 1, 2021 at 5:30 pm in the City Council Chambers.

**Background/Key Points:**

Dental Specialist of Fergus Falls is proposing the redevelopment of an existing vacant auto-parts store into a multi-tenant multi-specialty dental facility and is requesting City assistance in the form of tax abatement, which require a public hearing. Public hearings, however, require proper public notice be published in a newspaper of record. Due to the complexity and depth of the caseload currently undertaken by the City's municipal advisors at Baker Tilly, notice for an Oct 18 hearing was not published appropriately. Notice instead will be given for a November 1 public hearing.

**Budgetary Impact:**

At this point in the process, all costs associated with the financial analysis and required notifications are borne by the developer.

**Originating Department:**

Community Development


**Respectfully Submitted:**

Klara Beck, Community Development Manager


City of Fergus Falls, Minnesota  
 Otter Tail County  
 Dental Specialists Tax Abatement Project  
 Schedule

PROPOSED SCHEDULE OF EVENTS		
Date	Event	Responsible Party
September 23, 2021	But-For Memo and Tax Abatement Projections Submitted to City Staff	City, Baker Tilly
<b>City Schedule of Events</b>		
Monday October 4, 2021	City Council - Adoption of resolution calling for public hearing on October 18, 2021	City, Taft
<del>Wednesday October 6, 2021</del> <b>Deadline: October 5</b>	Publication of notice of <u>City</u> public hearing in Fergus Falls Daily Journal Newspaper (10-30 days prior to public hearing.)	Baker Tilly
<del>Monday October 18, 2021</del>	City Council holds public hearing and adopts resolution approving Abatement	City, Taft, Baker Tilly
<b>Otter Tail County Schedule of Events</b>		
Wednesday September 29, 2021 <b>Deadline: September 27</b>	Publication of notice of <u>County</u> public hearing in Fergus Falls Daily Journal Newspaper (10-30 days prior to public hearing.)	
Tuesday October 12, 2021	County Board of Commissioners holds public hearing and adopts resolution approving Abatement	

PAGE 1

 klara 12:03 PM

Baker Tilly was unable to meet this deadline. The public hearing will instead be noticed for a Nov 1 Public Hearing.

 klara 12:02 PM

Monday, November 1, 2021

**ORDINANCE NO. 15, EIGHTH SERIES**

**AN ORDINANCE OF THE CITY OF FERGUS  
FALLS, MINNESOTA, AMENDING CHAPTER  
154.002, DEFINITIONS, CHAPTER 154.037 B-2  
SERVICE BUSINESS DISTRICT, CHAPTER 154.038  
B-3 GENERAL BUSINESS DISTRICT, CHAPTER  
154.041 I-1 PLANNED INDUSTRIAL DISTRICT,  
CHAPTER 154.086 YARD REGULATIONS AND  
CHAPTER 154.091 ACCESSORY BUILDINGS OF  
THE CITY CODE.**

THE CITY OF FERGUS FALLS DOES ORDAIN:

Section 1. City Code Chapter 154.002, Definitions, YARD, (3) is hereby amended in its entirety so as to read as follows:

(3) ***SIDE YARD.*** An open space unoccupied (except for accessory buildings) on the same lot with a building between the building and the side line of the lot and extending from the front yard to the rear yard.

Section 2. City Code Chapter 154.037, B-2, Service Business District, (B) is hereby amended to add the following Permitted Uses:

- (38) Medical and Dental Clinics;
- (39) Auto Parts, retail and gas filling/convenience store;
- (40) Museums, community centers, art galleries and similar cultural facilities;
- (41) Pawn shops;

Section 3. City Code Chapter 154.037, B-2, Service Business District, (C) (2), (3), (4), (5) and (9) are deleted and added to (B) Permitted Uses as follows:

- (42) Retail bakeries;
- (43) Cabinet or carpenter shops;
- (44) Dry cleaning establishments;
- (45) Laundries and laundrettes; and
- (46) Upholstering, furniture repair shops.

Section 4 City Code Chapter 154.038, B-3, General Business District, (B) is hereby amended to add the following Permitted Uses:

- (73) Auto Parts, retail and gas filling/convenience store;
- (74) Museums, community centers, art galleries and similar cultural facilities; and



(75) Pawn shops.

Section 5. City Code Chapter 154.041, I-1, Planned Industrial District, (B) is hereby amended to add paragraph (21) as follows:

- (21) Uses permitted or conditionally permitted in the B-2 zone, unless regulated differently elsewhere in this Chapter.

Section 6. City Code Chapter 154.086, Yard Regulations, (E) is hereby amended in its entirety so as to read as follows:

(E) *Fencing.* For the purposes of this chapter, a fence is defined as any partition, structure, wall, or gate, wider than four (4) feet in width.

(1) *Lot line setback.* Boundary line fences are prohibited. All fences must be set back at least two (2) feet from any lot line.

(2) *Alleyway setback.* Fences that abut an alleyway shall be located a minimum of five (5) feet from the lot line.

(3) *Fencing Material.* Fences shall be constructed in a professional manner and of standard fencing materials. Fences shall not be constructed from chicken wire, welded wire, plastic fence netting or similar product, snow fence, branches, or materials originally intended for other purposes. No barb wire or electrical fencing is allow in residential zones, except for agricultural uses allowed in the R-A zone.

(4) *Fencing Orientation.* All posts or similar supporting devices used in the construction of fences shall face inward toward the property being fenced. That side of the fence considered to be the face shall be oriented toward abutting property or rights-of-way.

(5) *Fencing Height.* All fence heights shall be measured by the body of the fence and all fencing measuring must be started within 6 inches of natural grade.

(a) In residential zones, fences may be located in any yard up to a height of six (6) feet tall. Fences in the front yard must be a minimum of fifty (50) percent opacity, excluding posts and supports. Fences in the front yard are limited to decorative fences such as picket fences, split rail fences, and decorative iron/brick fences. A chain link fence is not considered a decorative fence.

(b) When any side or rear lot line of a residentially zoned lot abuts a business or industrial zone, a fence height of up to eight (8) feet shall be allowed. This height exception shall apply only to the side or rear yard which abuts the business or industrial zone.

(c) In business and industrial zones, fences shall not exceed a height of ten (10) feet. Barb wire may be used for security fencing as long as it is at least six (6) feet from natural grade.

(d) *Corner lot exception.* The maximum height of a fence or hedge on a corner lot shall be three feet for a distance of twenty (20) feet from the corner intersection of the right-of-way lines. This regulation does not apply to an alleyway.

Section 7. City Code Chapter 154.086, Yard Regulations, (H) is hereby amended in its entirety so as to read as follows:

(H) In determining the depth of rear yard for any building where the rear yard opens into any alley, half the width of the alley, but not exceeding ten feet, may be considered a portion of the rear yard, subject to the following regulations:

(1) The depth of any rear yard shall not be reduced to less than ten feet by the application of this exception.

(2) If the door of any building or improvement, except a fence, opens toward an alley, it shall not swing closer than a distance of one foot to the alley right-of-way.

Section 8. City Code Chapter 154.091, Accessory Buildings, is hereby amended in its entirety to read as follows:

**§154.091 ACCESSORY BULDINGS.**

(A) *Accessory building attached to main building.* If an accessory building is attached to the main building, it shall be made structurally a part of the main building (sharing a common wall or roof) and shall comply in all respects with the requirements of this chapter applicable to the main building.

(1) *Exception for existing accessory buildings in residential districts.* The established setbacks for an existing accessory building that is going to be structurally attached to the main building do not prevent an accessory building from being structurally attached to a main building in a residential zone and shall be considered in compliance with the setback requirements in this chapter.

(B) *Placement on lot.* A detached accessory building shall not be located in any required front yard, including both required front yards on a corner lot (excluding alley ways). If a parcel is located in shoreland, and a riparian lot, accessory buildings may be located in the front yard, but must meet all primary structure setbacks.

(C) *Accessory building setbacks.*

(1) *Lot Line Setback.* A detached accessory building must have a side or rear lot line setback of not less than five (5) feet in the R-A and R-1, Residence Districts, and three (3) feet in the R-2, R-3, and R-4, Residence Districts.

(2) *Setback from main building.* An accessory building, unless attached to and made a part of the main building, shall not be closer than five feet to the main building, except as otherwise provided in this chapter.

(D) *Accessory building height.* Detached accessory buildings shall not exceed nineteen (19) feet in height or the height of the primary structure, whichever is greater.

(E) *Accessory building size.* The maximum size of detached accessory buildings (individually or combined), as measured by the footprint of the building, shall be no greater than 5,000 square feet in the R-A zone, and no greater than 10% of the total lot size in all other residential R districts.

(F) *Accessory building façade.* A detached accessory building shall having matching or better façade and materials of the primary structure.

(G) *Timing of construction.* No accessory building or structure shall be constructed on any lot prior to the time of construction of the principal building, unless permitted at the same time as the primary structure.

(H) *Conditional use permit required.* Detached accessory buildings constructed by post frame construction (pole buildings shall be allowed in the residential R districts by conditional use permit only.

Section 9. Effective date. The effective date of this ordinance shall be the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

The following summary is approved by the City council and shall be published in lieu of publishing the entire ordinance pursuant to Minnesota Statutes Section 412.191:

### PUBLIC NOTICE

WHEREAS, Certain sections of the Fergus Falls City Code Chapter 154 have been amended by Ordinance No. 15, Eighth Series, which ordinance has been duly adopted by the City Council; and,

WHEREAS, Said ordinance is lengthy and the Council has therefore determined that, pursuant to City Charter Section 4.04, Subd. 2, publication of the title and summary of said ordinance would clearly inform the public of the intent and effect of the ordinance; and,

WHEREAS, The Council, by at least four-fifths of its members, has directed that only the title of the ordinance and a summary be published and that printed copies of the ordinance be available for inspection by any person during regular office hours at the office of the City Administrator and also at the public library where the entire text of said ordinance is posted.

NOTICE IS HEREBY GIVEN, that the title of Ordinance No. 15, Eighth Series, is as follows:

**AN ORDINANCE OF THE CITY OF FERGUS  
FALLS, MINNESOTA, AMENDING CHAPTER  
154.002, DEFINITIONS, CHAPTER 154.037 B-2  
SERVICE BUSINESS DISTRICT, CHAPTER 154.038  
B-3 GENERAL BUSINESS DISTRICT, CHAPTER  
154.041 I-1 PLANNED INDUSTRIAL DISTRICT,  
CHAPTER 154.086 YARD REGULATIONS AND  
CHAPTER 154.091 ACCESSORY BUILDINGS OF  
THE CITY CODE.**

NOTICE IS FURTHER GIVEN, that a summary of Ordinance No. 15, Eighth Series, is as follows:

- Section 1 amends the definition of Yard
- Section 2 amends paragraph (B) of B-2, Service Business District.
- Section 3 deletes certain uses in paragraph (C) of B-2, Service Business District and places them in paragraph (B) of B-2, Service Business District.
- Section 4 adds uses to paragraph (B) of B-3, General Business District.
- Section 5 amends paragraph (B) of I-1, Planned Industrial District.
- Section 6 amends paragraph (E) of Yard Regulations.
- Section 7 amends paragraph (H) of Yard Regulations.
- Section 8 amends Accessory Buildings
- Section 9 provides for the effective date.

NOTICE IS FURTHER GIVEN, that the Council has approved the text of the foregoing summary and determines that it clearly informs the public of the intent and effect of the ordinance.

THIS ORDINANCE was introduced on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and adopted by the City Council of the City of Fergus Falls, Minnesota, on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the following vote:

AYES:

NAYS:

ATTEST:

APPROVED:

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Mayor

Published in the Fergus Falls Daily Journal on \_\_\_\_\_.

[barb/acityoffergusfalls/ords/8thseries/Ord15](http://barb/acityoffergusfalls/ords/8thseries/Ord15)

ORDINANCE NO. 18, EIGHTH SERIES

AN ORDINANCE AMENDING CITY CODE SECTION 7.03 (ORIGINALLY ADOPTED AS PART OF ORDINANCE NO. 324), THEREBY AMENDING THE ZONING MAP PROVIDED FOR IN SUBDIVISION 2 OF SAID SECTION BY CHANGING THE BOUNDARY LINES OF CERTAIN DISTRICTS AND CHANGING THE CLASS OF DISTRICTS OF CERTAIN LANDS.

THE CITY OF FERGUS FALLS DOES ORDAIN:

Section 1. Hearing. Pursuant to due notice, a hearing was held by the Planning Commission on September 27, 2021, upon the changes herein described and all parties desiring to be heard thereon were afforded such opportunity.

Section 2. First Amendment. That the following tract of land located within the corporate limits of the City of Fergus Falls and described as follows:

Lots Five (5), Six (6), Seven (7) and Eight (8), Block One (1), Pebble Lake Estates and all the Shoreview Drive road right-of-way adjacent, according to the plat on file in the office of the County Recorder, Otter Tail County, Minnesota,

should be and is hereby removed from an R-4 Multiple Family Residence District and placed in an R-1 One-Family Residence District.

Section 3. Effective Date. The effective date of this ordinance shall be the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

THIS ORDINANCE was introduced on \_\_\_\_\_, 2021, and adopted by the City Council of the City of Fergus Falls, Minnesota, on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the following vote:

AYES:

NAYS:

ATTEST:

APPROVED:

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Mayor

Published in the Fergus Falls Daily Journal on \_\_\_\_\_, 2021.



## Council Action Recommendation

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Page 1 of 2

**Meeting Date:**

9/29/21 Committee, 10/4/21 Council

**Subject:**

725 W. Maple Sale

**Recommendation:**

Council to introduce this at their 10/4 meeting and a resolution entering into a purchase agreement to sell the property at 725 W. Maple on 10/18

**Background/Key Points:**

The City has had the property located at 725 W. Maple on the real estate market for the past few months. We have recently received an offer for the property and Council will need to take action on that offer. The current asking price of the property is \$149,900.

The offer that we received is as follows:

Purchase price \$145,000

\$2,000 earnest money

Contingency on inspection/financing, no contingency for selling a home

Closing on or before 10/22/21 (may be impacted by City timeline)

Willing to take anything left in the home

Staff feels this is a fair offer and recommends that the City Council accept this offer. As you will see on the attached estimated proceeds sheet, the City should receive just over \$136,000. We have just over \$126,000 into the property, so will net about \$10,000 after the transaction.

If acceptable to Council, we need to introduce this sale at our next Council meeting and pass a resolution at least 10 days after that date, which would take us to our meeting on Oct. 18. This is the first viable/acceptable offer we have received on the property since it has been on the market.

**UPDATE:** After the inspection was complete, it was decided to reduce the purchase price by \$3,000 to account for some of the deficiencies uncovered. This resolution is acceptable to the buyer and is a reasonable solution from my perspective. The City will net just over \$7,000 on this transaction and closing will be shifted to on or before November 10, 2021.

**Budgetary Impact:**

The City will net \$10,000 if this current offer goes through to closing.

**Originating Department:**

Administration

**Respectfully Submitted:**

Andrew Bremseth, City Administrator

**Attachments:**

Estimated Proceeds Sheet





## Council Action Recommendation

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Page 1 of 1

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9/29/21 Committee, 10/4/21 Council

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The City will net \$10,000 if this current offer goes through to closing.

**Originating Department:**

Administration

**Respectfully Submitted:**

Andrew Bremseth, City Administrator

**Attachments:**

Estimated Proceeds Sheet



### ESTIMATED PROCEEDS

Prepared For City of Fergus Falls Phone \_\_\_\_\_ Date 09/21/21

Property Address 725 MAPLE WEST Fergus Falls MN 56537

Agent Leslie Prischmann Flugstad

Terms		
Price	<u>\$ 145,000.00</u>	<u>\$</u>
Present Mortgage/CFD Balance	_____	_____
Home Improvement Loans	_____	_____
Mortgage Placement Fee (____%)	_____	_____
REALTOR Fee	<u>7,975.00</u>	_____
Administrative Commission	_____	_____
Abstracting Fee	_____	_____
Title Opinion	_____	_____
Title Insurance	_____	_____
Real Estate Taxes Due _____	_____	_____
Assessments	_____	_____
Existing Special Assessments	_____	_____
Pending Special Assessments	_____	_____
State Deed Tax (\$3.30 per \$1000)	<u>479.00</u>	_____
Recording Fees	<u>46.00</u>	_____
Estimated Repairs	_____	_____
Inspection Fees	_____	_____
Water Test	_____	_____
Document Preparation	<u>50.00</u>	_____
Closing Fees	<u>325.00</u>	_____
Buyer/Seller Home Protection Plan	_____	_____
Other	_____	_____
Other	_____	_____
TOTAL EXPENSES	<u>\$ 8,875.00</u>	<u>\$ 0.00</u>
ESTIMATED PROCEEDS	<u>\$ 136,125.00</u>	<u>\$ 0.00</u>

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

## Council Action Recommendation

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Page 1 of 4

**Meeting Date:** 10/18/2021

**Subject:** Accepting the gift of a property at 1022 N Cleveland Avenue

**Recommendation:**

Resolution accepting the donation of real estate at 1022 N. Cleveland Ave. and authorizing abatement/demolition

The request is for the Council to accept the gift of property at 1022 N Cleveland Ave, then abate the property through demolition and sell vacant lot for redevelopment to recover cost.

This would address blight in the City and improve neighborhood values in this area.

**Background/Key Points:**

**1022N Cleveland**

- Owner, Noel Kirk approached city asking if he could gift the property to the City as there is no resale value to the house and had intentions of letting the property forfeit.
- On August 31, 2021 the Building Official, Jason Schuetzle and Code Enforcement Officer, April Zumach went through the vacant and abandoned property with permission of the owner, Noel Kirk.
  - The dwelling has foundational, structural, mechanical, electrical and plumbing issues.
  - The benefit of razing property for redevelopment would have the greatest benefit to neighboring properties and community, especially with its proximity to Cleveland school.

**Budgetary Impact:**

Approximate up front cost would be \$11,000 to \$13,500, break down of cost would be:

- Demolition: \$7,500 to \$9,500 (*based on estimates*)
- Legal and recording fees: \$2,500

Sell the vacant lot with a development agreement for a new dwelling to be constructed. It's anticipated the clean lot could be sold for \$10,000 to \$15,000 to recover cost.

**Originating Department:** Public Works

**Respectfully Submitted:** April Schubert-Zumach

**Attachments:** see attached pictures of property

1115 N Oak St: Pictures







## RESOLUTION ALLOWING CLAIMS &amp; ORDERING PAYMENT THEREOF

WHEREAS, THE CITY ADMINISTRATOR HAS AUDITED AND THE DEPARTMENTS HAVE APPROVED THE FOLLOWING CLAIMS AGAINST THE CITY OF FERGUS FALLS, AND HAVE CERTIFIED THAT SUCH CLAIMS ARE PROPERLY PAYABLE BY THE SAID CITY, AND THAT THE SAID CITY ADMINISTRATOR HAS VERIFIED SUCH CLAIMS TO BE PAID AND HAS SATISFIED HIMSELF THAT SUCH BILLS AND CLAIMS ARE PROPER CHARGES AGAINST THE CITY OF FERGUS FALLS;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FERGUS FALLS, MINNESOTA, THAT THE FOLLOWING BILLS AND CLAIMS BE AND THEREBY ARE, ORDERED PAID OUT OF THE FOLLOWING FUNDS:

## General

AT&T MOBILITY	DATA PLANS	49.92	A	850	115316	1
AT&T MOBILITY	IPADS & CELL PHONE DATA	319.16	A	850	115316	2
ADMINISTRATOR'S CONTINGENCY FD	RECORD VARIANCE/SCHOON	46.00	A	4000	115313	5
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PLPS DEPOSIT-GULLICKSON	25.00	A	4000	115313	1
ADMINISTRATOR'S CONTINGENCY FD	REIMBURSE JURY DUTY MILEAGE	8.10	A	4000	115313	4
ADMINISTRATOR'S CONTINGENCY FD	SEPTEMBER ANALYSIS SVC CHARGE	122.14	A	4000	115313	2
ADMINISTRATOR'S CONTINGENCY FD	SEPTEMBER 2021 INTEREST EARNED	.01-	A	4000	115313	3
ADVANCED CAPITAL GROUP INC	JULY-SEPT 2021 INVESTMENT FEES	3,750.00	A	5955	115062	1
ARAMARK UNIFORM SERVICES	SEPTEMBER LINEN SUPPLY	990.38	A	42000	115121	1
SEAN ANDERSON	CLEANING WEEKS OF SEPT 27-OCT4	375.06	A	74470	115163	1
BEYER BODY SHOP, INC.	TOW HYUNDAI ELENTRA/21033719	100.00	B	40800	115066	1
BOUND TREE MEDICAL LLC	OCTOBER N95 MASKS	79.47	B	52200	115315	1
CENTURYLINK	OCTOBER TELEPHONE EXPENSE	64.00	C	14260	115274	1
CENTURYLINK	ANNUAL JOINT USE	3.60	C	14265	115030	1
CHARTER COMMUNICATIONS	10/02-11/01/21 CABLE	40.18	C	16250	115275	1
COMM OF FINANCE, TREAS DIV	FORF SHARE/JONES/18035538	504.38	C	31545	115271	1
COMMISSIONER OF REVENUE	2021 SEPTEMBER SALES TAX	64,858.00	C	32000	115109	1
COOPERS TECHNOLOGY GROUP	ALLSTEEL EVO TASK CHAIR	499.00	C	48000	115158	1
COOPERS TECHNOLOGY GROUP	CORNER UNIT SIT-TO-STAND	543.95	C	48000	115148	1
COOPERS TECHNOLOGY GROUP	OCTOBER/CORRECTION TAPE	5.75	C	48000	115314	1
COOPERS TECHNOLOGY GROUP	OCTOBER/SUPPLIES-POST IT NOTES	2.93	C	48000	115196	1
COOPERS TECHNOLOGY GROUP	2022 CALENDARS	180.35	C	48000	115193	1
COOPERS TECHNOLOGY GROUP	2022 CALENDARS, CLOCK, MAT, LABEL	93.66	C	48000	115193	3
DACOTAH PAPER CO	TOWEL,POPCORN,FOAM CUP,CLNR	598.42	D	2500	114993	1
DAILY JOURNAL	SEPT HEARING-SCHOON	125.13	D	4000	115067	3
DAILY JOURNAL	SEPT PUBLISH ORD #13 8TH SERIE	231.00	D	4000	115067	1
DAILY JOURNAL	SEPT PUBLISH ORD #17 8TH SERIE	231.00	D	4000	115067	2
EMPLOYEES INSURANCE TRUST FUND	OCTOBER HEALTH INSURANCE	89,181.75	E	34000	115172	2
EMPLOYEES INSURANCE TRUST FUND	OCTOBER LIFE INSURANCE	2,643.07	E	34000	115208	2
EQUIPMENT FUND	SEPT FUEL CHARGES #3002	115.92	E	46000	115036	1
EQUIPMENT FUND	SEPT FUEL CHARGES #3006	36.59	E	46000	115036	2
EQUIPMENT FUND	SEPT FUEL CHARGES #3013	64.30	E	46000	115036	3
EQUIPMENT FUND	SEPT FUEL CHARGES #3019	49.13	E	46000	115036	6
EQUIPMENT FUND	SEPT FUEL CHARGES #3041	41.07	E	46000	115036	11
EQUIPMENT FUND	SEPT FUEL CHARGES #3042	38.60	E	46000	115036	12
EQUIPMENT FUND	SEPT REPAIRS/SERVICE #3013	190.24	E	46000	115036	4
EQUIPMENT FUND	SEPT REPAIRS/SERVICE #3019	190.24	E	46000	115036	7
EQUIPMENT FUND	SEPT REPAIRS/SERVICE #3040	190.24	E	46000	115036	9
4M FUND	SEP 2021 SERVICE CHARGE	49.88	F	380	115160	1
FERGUS FALLS CONVENTION &	JUL 2021 LODGING TAX	19,427.67	F	33000	115224	1
FERGUS FALLS CONVENTION &	JUL 2021 LODGING TAX ADMIN	582.83-	F	33000	115224	4
FIRST AED LLC	SEPT 1 DAY TRAINING EVENT	2,150.40	F	88810	115044	1
GALLS LLC	FLEXBADGES	306.89	G	3385	115147	1
GALLS LLC	GRANT UNIFORM PURCHASE	181.55	G	3385	115324	1
GENERAL FUND	SEPTEMBER COPIER USE	435.26	G	8000	115125	2

## General

GENERAL FUND	SEPTEMBER LONG DISTANCE CHARGE	41.99-	G	8000	115028	1
GENERAL FUND	SEPTEMBER POSTAGE USE	508.75	G	8000	115122	2
GENERAL FUND	TRANSFER SEPTEMBER COPIER USE	603.88-	G	8000	115125	1
GENERAL FUND	TRANSFER SEPTEMBER POSTAGE USE	907.39-	G	8000	115122	1
GOODIN COMPANY	GENERAL OIL FILTER	39.37	G	19000	115255	1
GREAT PLAINS FIRE	REPAIR HYDRANT/HOSE EQUIPMENT	893.55	G	35950	115063	1
GREAT PLAINS NATURAL GAS CO	SEPTEMBER NATURAL GAS EXPENSE	351.98	G	36000	115068	1
HELPSYSTEMS LLC	ANTI-VIRUS RENEWAL (PROD)	501.01	H	42470	114573	2
HELPSYSTEMS LLC	ANTI-VIRUS RENEWAL (WEB)	1,328.83	H	42470	114573	1
HOME DEPOT CREDIT SERVICES	OCT BRIDGE PAINT (SAM)	229.98	H	70435	115263	1
HOME DEPOT CREDIT SERVICES	OCT KNEE PADS ST DEPT STEVE	19.94	H	70435	115264	1
HOME DEPOT CREDIT SERVICES	OCT 2X12-10 FORM BOARDS	71.34	H	70435	115226	2
HOME DEPOT CREDIT SERVICES	OCTOBER E/O MD AUTO WS LG GAP	13.76	H	70435	115127	1
HOME DEPOT CREDIT SERVICES	OCTOBER SELF LEVEL CONCRETE	31.73	H	70435	115053	1
HOME DEPOT CREDIT SERVICES	SEPT GORILLA GLUE,GRAB ALL	9.94	H	70435	115055	1
HOME DEPOT CREDIT SERVICES	SEPT SELF LEVEL CONCRETE	70.02	H	70435	115054	1
LAKE REGION ELECTRIC COOP	SEPT/SNOW REMOVAL/EQUIP BLDG	47.40	L	4000	115280	4
LAKE REGION ELECTRIC COOP	SEPTEMBER ELECTRICITY EXPENSE	1,721.18	L	4000	115280	1
LAKE REGION HEALTHCARE CORP	BLOOD DRAW/KEELER/21027218	95.76	L	6000	115123	1
LAKE REGION HEALTHCARE CORP	SEPT PRE-EMPLOY DRUG SCREENS	112.50	L	6000	115288	1
LAKELAND MENTAL HEALTH CENTER	SEPT/EMPLOYEE ASSIST-1158253	97.00	L	12000	115132	1
LAKELAND MENTAL HEALTH CENTER	SEPT/EMPLOYEE ASSIST-1162809	97.00	L	12000	115132	2
MARK LEE ASPHALT & PAVING, INC	LOCAL TAX	.13-	L	45200	115134	7
MARK LEE ASPHALT & PAVING, INC	OTC TAX	.13-	L	45200	115134	8
MARK LEE ASPHALT & PAVING, INC	STATE TAX	1.80-	L	45200	115134	6
DANIEL LIPSON	SEPTEMBER ROPE RESCUE TECH I	1,753.49	L	65490	115197	1
LOCATORS & SUPPLIES INC	OCT KINCO GLOVES (ANDY N)	11.99	L	73000	115213	1
MII LIFE INCORPORATED	OCT FLEX/HSA PART FEE	131.45	M	850	115212	1
MARCO-FARGO	09/27-10/27/21 COPIER RENT	589.08	M	6225	115276	1
JEFF MCKEEVER	SEPT/ATTEND ROPE RESCUE I COUR	2,103.21	M	11680	115065	1
MIDWEST PRINTING COMPANY	SEPT FIRE PREVENTION MATERIALS	45.00	M	24000	115199	1
MIDWEST PRINTING COMPANY	2022 RENTAL REG. RENEWAL FORMS	265.00	M	24000	115149	1
MN DEPT OF PUBLIC SAFETY	CJDN ACCESS FEE	390.00	M	35000	115146	1
NATURES GARDEN WORLD	JUNE FERTILIZER FOR BASKETS	100.00	N	33200	115042	1
NORTH COUNTRY LAWNS	PRIVATE PROPERTY MOWING SERV.	464.48	N	52203	115247	1
NORTHWEST SIGNWORKS INC	ARCHERY PARK SIGN	127.50	N	62075	115094	1
NYCKLEMOE & ELLIG, P.A.	OCTOBER PROSECUTING SERVICES	8,937.50	N	76000	115135	1
OTC HUMANE SOCIETY INC	JULY ANIMAL / SHELTER FEES	777.00	O	32495	115150	1
OTTER TAIL COUNTY TREASURER	FORF SHARE/JONES/18035538	1,008.75	O	38050	115272	1
OTTER TAIL POWER COMPANY	SEPTEMBER ELECTRICITY EXPENSE	32,224.88	O	42000	115039	1
OTTER TAIL POWER COMPANY	AUGUST ASSESSMENTS NOTICES	37.18	O	43000	115129	1
OTTER TAIL POWER COMPANY	AUGUST ASSESSMENTS POSTAGE	181.05	O	43000	115129	2
OTTER TAIL TELCOM	OCT. TELEPHONE LINES	2,416.85	O	49100	115031	1
OTTER TAIL TELCOM	OCTOBER TELEPHONE EXPENSE	759.72	O	49100	115040	1
WILLIAM PETERSEN	OCTOBER JANITORIAL SERVICES	950.00	P	45880	115138	1
POLICE DEPT CONTINGENCY FUND	JOHNSON TRAVEL EXPENSE	134.28	P	62950	115162	1
POSTAGE BY PHONE	POSTAGE BY PHONE	3,000.00	P	69900	115029	1
PRO-WEST & ASSOCIATES, INC	TECH ASST.W/CENSUS DATA	717.38	P	79340	115273	1
QUADIANT LEASING USA INC	08/02-11/01/21 LEASE PAYMENT	145.41	Q	950	115186	1
S@N SEALCOATING & CRACKSEALING	SEALER TO LOT AND ALLEY	2,050.00	S	50	115283	1
SKY CREW SERVICES, LLC	AIRPORT CR CD FUEL ENDING 9/17	459.17	S	36675	115188	1
SKY CREW SERVICES, LLC	AIRPORT CR CD FUEL FEES 9/17	13.78-	S	36675	115188	2
SKY CREW SERVICES, LLC	NOVEMBER MANAGEMENT FEES	5,500.00	S	36675	115139	1
BILL SONMOR	OCTOBER/MEETING MILEAGE	40.32	S	42400	115278	1
STATE TREASURER	3RD QTR 2021 SURCHARGE	2,004.14	S	68000	115210	2
STATE TREASURER	3RD QTR 2021 SURCHARGE RETEN	80.17-	S	68000	115210	1
SWANSTON EQUIPMENT CO	REPLACE CHAINSAW ON E2	461.00	S	97000	115215	1



## General

TAG UP	OCTOBER NO PARKING SIGNS	51.98	T	10430	115198	1
VERIZON WIRELESS	CELL/AIR SERVICE SEPT 2-OCT 1	1,078.92	V	7975	115256	1
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/91282CCW9	296,999.25-	W	26150	115161	3
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/91282CCZ2	149,156.75-	W	26150	115161	4
WELLS FARGO - INVESTMENTS	PURCHASE OF INVESTMENTS - SEP	892,312.00	W	26150	115161	1
	F U N D   T O T A L	708,221.04				

## P.A. General

A-1 LOCK & KEY LLC	REKEYED NEW CYLINDER TO GM KEY	134.00	A	100	115296	1
ACCURATE CONTROLS INC	TECHNICAL SUPPORT CALL -CBHH	145.00	A	963	115077	1
ADMINISTRATOR'S CONTINGENCY FD	OCTOBER/POSTAGE	15.60	A	4000	115313	6
ATLAS OUTDOOR SERVICES LLC	OCTOBER/CBHH SNOW/LAWN CARE	1,000.00	A	85528	115137	1
COMSTOCK CONSTRUCTION INC	PARKING LOT CATCH BASIN REPAIR	28,641.00	C	36400	115169	1
CUMMINS NPOWER LLC	REPLACE BATTERY FOR GENERATOR	702.01	C	58540	115078	1
EMPLOYEES INSURANCE TRUST FUND	OCTOBER HEALTH INSURANCE	1,126.60	E	34000	115172	3
EMPLOYEES INSURANCE TRUST FUND	OCTOBER LIFE INSURANCE	7.44	E	34000	115208	3
GENERAL FUND	SEPTEMBER COPIER USE	14.42	G	8000	115125	11
GENERAL FUND	SEPTEMBER LONG DISTANCE CHARGE	.41	G	8000	115028	18
JOHNSON CONTROLS INC	MONTHLY MAINT -HVAC SEP	499.95	J	23030	115013	1
JOHNSON CONTROLS INC	REPLACED CONDENSER FAN MOTOR	334.60	J	23030	115014	1
MII LIFE INCORPORATED	OCT FLEX/HSA PART FEE	3.30	M	850	115212	2
NATURES GARDEN WORLD	WINTERIZE SPRINKLER SYSTEM	163.00	N	33200	115124	1
NOVA FIRE PROTECTION, LLC	ANNUAL SPRINKLER INSPECTION	165.00	N	71500	115079	1
OTTER TAIL TELCOM	OCT. TELEPHONE LINES	6.50	O	49100	115031	22
SUMMIT COMPANIES	ANNUAL FIRE ALARM INSPECTION	1,636.50	S	90400	115076	1
SUMMIT COMPANIES	ANNUAL FIRE EXTINGUISHER INSPE	590.75	S	90400	115075	1
SUMMIT COMPANIES	MONTHLY MONITORING -OCT	32.50	S	90400	115317	1
SUMMIT COMPANIES	QTRLY FIRE ALARM INSPECTION	104.95	S	90400	115074	1
UGSTAD PLUMBING, INC.	BOILER/GEN CK 09/22/21	85.00	U	2000	115301	1
UGSTAD PLUMBING, INC.	REBUILT LAWLER VALVE IN SHOWER	1,885.79	U	2000	115107	1
	F U N D   T O T A L	37,294.32				

## Regional Treatment Center-City Operated

OTTER TAIL POWER COMPANY	SEPTEMBER ELECTRICITY EXPENSE	289.98	O	42000	115039	11
	F U N D   T O T A L	289.98				

## Public Library

ADMINISTRATOR'S CONTINGENCY FD	LOST BOOK FEES	54.89	A	4000	115313	7
ARAMARK UNIFORM SERVICES	SEPTEMBER LINEN SUPPLY	5.52	A	42000	115121	2
BAKER & TAYLOR INC	BOOK PROCESSING	116.96	B	6000	115026	2
BAKER & TAYLOR INC	BOOKS	1,536.80	B	6000	115026	1
EMPLOYEES INSURANCE TRUST FUND	OCTOBER HEALTH INSURANCE	8,473.26	E	34000	115172	4

## Public Library

EMPLOYEES INSURANCE TRUST FUND	OCTOBER LIFE INSURANCE	43.40	E	34000	115208	4
GENERAL FUND	SEPTEMBER LONG DISTANCE CHARGE	20.20	G	8000	115028	19
GRANICUS LLC	WEB DESIGN & IMPLEMENTATION	900.00	G	28290	115064	1
GREAT PLAINS NATURAL GAS CO	SEPTEMBER NATURAL GAS EXPENSE	24.00	G	36000	115068	5
LIBRARY PETTY CASH FUND	BOOK FROM VISITING AUTHOR	40.00	L	60000	115027	1
MII LIFE INCORPORATED	OCT FLEX/HSA PART FEE	17.88	M	850	115212	3
OTTER TAIL POWER COMPANY	SEPTEMBER ELECTRICITY EXPENSE	1,635.30	O	42000	115039	12
OTTER TAIL TELCOM	OCT. TELEPHONE LINES	71.48	O	49100	115031	23
OTTER TAIL TELCOM	OCTOBER TELEPHONE EXPENSE	146.48	O	49100	115040	5
US BANK EQUIPMENT FINANCE	06/21-09/21/21 COPIER OVERAGE	106.06	U	4735	115217	2
US BANK EQUIPMENT FINANCE	09/21-10/21/21 COPIER LEASE	540.30	U	4735	115217	1
	F U N D   T O T A L	13,732.53				

## Bigwood Event Center

DAILY JOURNAL	SEPT ADS FOR MGR & OP MGR	474.00	D	4000	115067	4
OTTER TAIL POWER COMPANY	SEPTEMBER ELECTRICITY EXPENSE	1,878.17	O	42000	115039	13
OTTER TAIL TELCOM	OCT. TELEPHONE LINES	6.50	O	49100	115031	24
	F U N D   T O T A L	2,358.67				

## Small Cities Development Program

FERGUS FALLS HRA	CDAP-18-0049-O-FY19 INVOICE #4	27,350.45	F	42000	115035	1
	F U N D   T O T A L	27,350.45				

## CDBG/HUD Revolving Loan

ADMINISTRATOR'S CONTINGENCY FD	RECORD MORTGAGE DEED	57.50	A	4000	115313	8
ADMINISTRATOR'S CONTINGENCY FD	RECORD REGISTRATION TAX	46.00	A	4000	115313	9
GENERAL FUND	SEPTEMBER COPIER USE	56.82	G	8000	115125	12
GENERAL FUND	SEPTEMBER POSTAGE USE	2.29	G	8000	115122	10
WEST CENTRAL ABSTRACTING	O&E REPORT -THE FLOWER MILL	85.00	W	27950	115015	1
	F U N D   T O T A L	247.61				

## Capital Improvement

C & L EXCAVATING INC	2021 ST/UTILITY PAY EST. NO.2	224,076.59	C	3635	115251	1
CORE & MAIN LP	SEP 16" PIPE PLUG WATER RES PR	429.78	C	49100	115024	1
MARK LEE ASPHALT & PAVING, INC	2021 MILL/OVERLAY PAY EST 1	104,365.29	L	45200	115252	1
LEITCH EXCAVATING INC	STORM SEWER PAY EST. NO. 1	33,838.88	L	48290	115253	1
LOCATORS & SUPPLIES INC	ERGO POWER SLEDGE	31.99	L	73000	115095	1

## Capital Improvement

MIDWEST PRINTING COMPANY	24 X 36 ALLEY CLOSED SIGNS	20.00	M	24000	115098	1
MOODY'S INVESTORS SERVICE, INC	2021A BOND RATING FEE	13,500.00	M	65000	115291	1
ROBERT NORDICK	N. PARKING LOT CITY HALL	7,169.00	N	49000	115110	1
ROBERT NORDICK	2021 SIDEWALK 319 W CAVOUR	2,771.40	N	49000	115116	1
ROBERT NORDICK	2021 SIDEWALK 505 SPRUCE	3,096.85	N	49000	115117	1
ROBERT NORDICK	2021 SIDEWALK 517 SPRUCE	963.75	N	49000	115111	1
ROBERT NORDICK	2021 SIDEWALK 612 N UNION	1,371.60	N	49000	115114	1
ROBERT NORDICK	2021 SIDEWALK 637 W SPRUCE	3,207.75	N	49000	115112	1
ROBERT NORDICK	2021 SIDEWALK 708 LAUREL	3,560.20	N	49000	115113	1
ROBERT NORDICK	2021 SIDEWALK 724 E JUNIUS	2,188.62	N	49000	115115	1
PLATTE PROPERTIES II, LLC	PAY ESTIMATE NO. 5	13,421.05	P	61265	115250	1
	F U N D   T O T A L	414,012.75				

## Airport Capital Improvement

SHORT ELLIOTT HENDRICKSON INC	PROF SERV.CONST.PHASE @ 90%	8,510.00	S	32700	115286	1
	F U N D   T O T A L	8,510.00				

## Liquor Store

A-1 LOCK & KEY LLC	OCT/REPAIR FREIGHT DOOR HANDLE	60.00	A	100	115293	1
ALEXANDRIA FREIGHT SERVICE INC	SEPTEMBER/FREIGHT	201.60	A	19115	115305	1
THE AMERICAN BOTTLING COMPANY	OCTOBER/MIX	595.50	A	31350	115178	1
ARAMARK UNIFORM SERVICES	SEPTEMBER LINEN SUPPLY	276.87	A	42000	115121	3
ARCTIC GLACIER USA INC	OCTOBER/ICE #3608128006	35.70	A	80300	115299	1
ARTISAN BEER COMPANY	OCTOBER/BEER	2,985.90	A	84725	115201	1
BELLBOY CORPORATION	SEPTEMBER/FREIGHT	4.17	B	27100	115057	3
BELLBOY CORPORATION	SEPTEMBER/LIQUOR	8,471.98	B	27100	115059	1
BELLBOY CORPORATION	SEPTEMBER/MIX	280.00	B	27100	115033	1
BELLBOY CORPORATION	SEPTEMBER/WINE	100.00	B	27100	115057	2
BEVERAGE WHOLESALERS INC	OCTOBER/BEER	30,013.11	B	40700	115311	1
BEVERAGE WHOLESALERS INC	OCTOBER/MIX	187.70	B	40700	115311	3
BEVERAGE WHOLESALERS INC	OCTOBER/WINE	20.80	B	40700	115311	2
BRAUN VENDING INC	OCTOBER WATER COOLER RENT	16.00	B	63694	115071	1
BRAUN VENDING INC	SEPTEMBER/SUPPLIES-WATER	12.50	B	63694	115070	1
BREAKTHRU BEVERAGE MINNESOTA	OCTOBER/BEER	255.20	B	63880	115308	2
BREAKTHRU BEVERAGE MINNESOTA	OCTOBER/FREIGHT	260.75	B	63880	115308	5
BREAKTHRU BEVERAGE MINNESOTA	OCTOBER/LIQUOR	13,222.05	B	63880	115308	1
BREAKTHRU BEVERAGE MINNESOTA	OCTOBER/MIX	311.72	B	63880	115308	4
BREAKTHRU BEVERAGE MINNESOTA	OCTOBER/WINE	2,080.00	B	63880	115308	3
VIKING COCA-COLA BOTTLING CO	OCTOBER/MIX	451.50	C	26000	115309	2
VIKING COCA-COLA BOTTLING CO	SEPTEMBER/MIX	704.40	C	26000	115309	1
COMMISSIONER OF REVENUE	2021 SEPTEMBER SALES TAX	21.66	C	32000	115104	1
COOPERS TECHNOLOGY GROUP	OCTOBER/CORRECTION TAPE	2.78	C	48000	115314	9
COOPERS TECHNOLOGY GROUP	OCTOBER/SUPPLIES-POST IT NOTES	1.44	C	48000	115196	9
COOPERS TECHNOLOGY GROUP	2022 CALENDARS	27.04	C	48000	115193	11
COPPER TRAIL BREWING CO	OCTOBER/BEER	218.68	C	48405	115200	1
DACOTAH PAPER CO	OCTOBER/BAGS, ROLL THERMAL	438.81	D	2500	115180	1
DACOTAH PAPER CO	OCTOBER/MISC PURCHASE-CUPS	79.89	D	2500	115181	1

## Liquor Store

EMPLOYEES INSURANCE TRUST FUND	OCTOBER HEALTH INSURANCE	9,624.16	E	34000	115172	6
EMPLOYEES INSURANCE TRUST FUND	OCTOBER LIFE INSURANCE	15.19	E	34000	115208	5
FERGUS BREWING COMPANY LLC	OCTOBER/BEER	86.40	F	16975	115103	1
GENERAL FUND	SEPTEMBER LONG DISTANCE CHARGE	.45	G	8000	115028	20
GREAT PLAINS NATURAL GAS CO	SEPTEMBER NATURAL GAS EXPENSE	41.36	G	36000	115068	6
H BOYD NELSON INC	OCTOBER/BEER	46,020.63	H	2000	115312	3
H BOYD NELSON INC	OCTOBER/MIX	16.61	H	2000	115312	4
H BOYD NELSON INC	SEPTEMBER/BEER	7,123.48	H	2000	115312	1
H BOYD NELSON INC	SEPTEMBER/MIX	6.18-	H	2000	115312	2
JOHNSON BROTHERS LIQUOR CO	OCTOBER/FREIGHT	228.28	J	22000	115307	6
JOHNSON BROTHERS LIQUOR CO	OCTOBER/LIQUOR	14,881.31	J	22000	115307	3
JOHNSON BROTHERS LIQUOR CO	OCTOBER/MIX	76.00	J	22000	115307	5
JOHNSON BROTHERS LIQUOR CO	OCTOBER/WINE	4,979.44	J	22000	115307	4
JOHNSON BROTHERS LIQUOR CO	SEPTEMBER/FREIGHT	153.02	J	22000	115307	2
JOHNSON BROTHERS LIQUOR CO	SEPTEMBER/LIQUOR	1,593.62	J	22000	115303	1
JOHNSON BROTHERS LIQUOR CO	SEPTEMBER/MIX	70.30	J	22000	115303	3
JOHNSON BROTHERS LIQUOR CO	SEPTEMBER/WINE	5,149.75	J	22000	115307	1
LAKE REGION HEALTHCARE CORP	SEPT PRE-EMPLOY DRUG SCREENS	37.50	L	6000	115288	3
LIQUOR STORE	RECEIPT OCTOBER RENT	358.00-	L	66000	115136	1
MII LIFE INCORPORATED	OCT FLEX/HSA PART FEE	20.48	M	850	115212	4
THE MCKINNON COMPANY INC	OCTOBER/MIX-RED BULL	179.50	M	11700	115099	1
OTTER TAIL POWER COMPANY	SEPTEMBER ELECTRICITY EXPENSE	3,905.93	O	42000	115039	14
OTTER TAIL TELCOM	OCT. TELEPHONE LINES	74.98	O	49100	115031	25
OTTER TAIL TELCOM	OCTOBER TELEPHONE EXPENSE	294.20	O	49100	115040	6
PAUSTIS WINE COMPANY	SEPTEMBER/WINE	2,582.00	P	23100	115056	1
PEPSI BEVERAGE COMPANY	OCTOBER/MIX	234.22	P	40000	115310	1
PHILLIPS WINE AND SPIRITS CO	OCTOBER/FREIGHT	162.41	P	50001	115306	6
PHILLIPS WINE AND SPIRITS CO	OCTOBER/LIQUOR	7,953.38	P	50001	115306	3
PHILLIPS WINE AND SPIRITS CO	OCTOBER/MIX	384.00	P	50001	115306	5
PHILLIPS WINE AND SPIRITS CO	OCTOBER/WINE	3,262.75	P	50001	115306	4
PHILLIPS WINE AND SPIRITS CO	SEPTEMBER/FREIGHT	41.88	P	50001	115306	2
PHILLIPS WINE AND SPIRITS CO	SEPTEMBER/LIQUOR	1,198.17	P	50001	115304	1
PHILLIPS WINE AND SPIRITS CO	SEPTEMBER/WINE	1,268.50	P	50001	115306	1
SIGNATURE HOME TECHNOLOGIES	OCT, NOV, DEC MONITOR SERVICE	73.74	S	34213	115061	1
SOUTHERN GLAZER'S OF MN	OCTOBER/FREIGHT	155.40	S	45004	115140	2
SOUTHERN GLAZER'S OF MN	OCTOBER/LIQUOR	6,780.44	S	45004	115140	1
SOUTHERN GLAZER'S OF MN	OCTOBER/WINE	1,200.00	S	45004	115144	1
SOUTHERN GLAZER'S OF MN	SEPTEMBER/FREIGHT	257.46	S	45004	115050	2
SOUTHERN GLAZER'S OF MN	SEPTEMBER/LIQUOR	11,233.73	S	45004	115047	1
SOUTHERN GLAZER'S OF MN	SEPTEMBER/MIX	52.00	S	45004	115050	1
SOUTHERN GLAZER'S OF MN	SEPTEMBER/WINE	2,524.00	S	45004	115049	1
TOTAL REGISTER SYSTEMS	FTP MONTHLY SERVICE	32.36	T	32790	115060	1
VINOCOPIA INC	SEPTEMBER/FREIGHT	36.25	V	17745	115051	4
VINOCOPIA INC	SEPTEMBER/LIQUOR	1,332.00	V	17745	115051	1
VINOCOPIA INC	SEPTEMBER/MIX	120.00	V	17745	115051	3
VINOCOPIA INC	SEPTEMBER/WINE	1,226.67	V	17745	115051	2
WINE MERCHANTS INC	OCTOBER/FREIGHT	143.44	W	47405	115069	2
WINE MERCHANTS INC	OCTOBER/WINE	9,935.08	W	47405	115069	1
	F U N D   T O T A L	207,736.04				

## Refuse Disposal

ARAMARK UNIFORM SERVICES	SEPTEMBER LINEN SUPPLY	281.33	A	42000	115121	7
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## Refuse Disposal

COMMISSIONER OF REVENUE	2021 SEPTEMBER SALES TAX	20.00	C	32000	115104	8
COMMISSIONER OF REVENUE	2021 SEPTEMBER SWMT	29,069.00	C	32000	115108	4
COOPERS TECHNOLOGY GROUP	OCTOBER/CORRECTION TAPE	1.90	C	48000	115314	11
COOPERS TECHNOLOGY GROUP	OCTOBER/SUPPLIES-POST IT NOTES	.96	C	48000	115196	11
COOPERS TECHNOLOGY GROUP	2022 CALENDARS	10.16	C	48000	115193	13
WASTE MANAGEMENT	09/16-09/30/21 PRO SERVICES	10,714.42	D	6175	115128	1
EMPLOYEES INSURANCE TRUST FUND	OCTOBER HEALTH INSURANCE	12,518.98	E	34000	115172	14
EMPLOYEES INSURANCE TRUST FUND	OCTOBER LIFE INSURANCE	58.90	E	34000	115208	9
GENERAL FUND	SEPTEMBER LONG DISTANCE CHARGE	.28	G	8000	115028	21
MII LIFE INCORPORATED	OCT FLEX/HSA PART FEE	16.50	M	850	115212	8
MARCO-FARGO	09/27-10/27/21 COPIER RENT	129.21	M	6225	115276	4
OTTER TAIL COUNTY TREASURER	SEPTEMBER TIPPING FEES	93,267.99	O	38050	115072	1
OTTER TAIL POWER COMPANY	SEPTEMBER ELECTRICITY EXPENSE	146.66	O	42000	115039	16
OTTER TAIL POWER COMPANY	AUGUST/SERVICE-MAIL BILLS	76.34	O	43000	115129	3
OTTER TAIL TELCOM	OCT. TELEPHONE LINES	25.99	O	49100	115031	27
OTTER TAIL TELCOM	OCTOBER TELEPHONE EXPENSE	142.79	O	49100	115040	8
U.S. POSTMASTER	OCTOBER POSTAGE	3,000.00	P	70000	115159	1
QUADIENT LEASING USA INC	08/02-11/01/21 LEASE PAYMENT	48.46	Q	950	115186	2
REVTRAK INC	SEPTEMBER 2021 CR CD FEES	2,685.59	R	32550	115157	1
WASTEWATER TREATMENT FUND	SEPT LEACHATE ASH CELL	415.80	W	13100	115037	5
WASTEWATER TREATMENT FUND	SEPT LEACHATE DEMO CELL	1,811.25	W	13100	115037	1
	F U N D   T O T A L	154,442.51				

## Sewage Treatment

ARAMARK UNIFORM SERVICES	SEPTEMBER LINEN SUPPLY	219.50	A	42000	115121	8
CENTURYLINK	OCTOBER TELEPHONE EXPENSE	64.00	C	14260	115274	2
COOPERS TECHNOLOGY GROUP	OCTOBER/CORRECTION TAPE	3.06	C	48000	115314	12
COOPERS TECHNOLOGY GROUP	OCTOBER/SUPPLIES-POST IT NOTES	1.56	C	48000	115196	12
COOPERS TECHNOLOGY GROUP	2022 CALENDARS	15.24	C	48000	115193	14
COSSETTE ELECTRIC LLC	OCT PUMP, WIRED VALVE	468.56	C	49941	115091	1
COSSETTE ELECTRIC LLC	SEP DIAG/REPAIR PEBBLE SHORES	857.06	C	49941	115017	1
EMPLOYEES INSURANCE TRUST FUND	OCTOBER HEALTH INSURANCE	10,035.15	E	34000	115172	19
EMPLOYEES INSURANCE TRUST FUND	OCTOBER LIFE INSURANCE	40.30	E	34000	115208	13
FERGUSON WATERWORKS #2516	OCT 5X4 CLAYXPVC FERNCO'S	79.80	F	73100	115118	1
FLEXIBLE PIPE TOOL COMPANY	OCT REPAIR ARIES SEWER CAMERA	874.15	F	94000	115258	1
GENERAL FUND	SEPTEMBER LONG DISTANCE CHARGE	1.75	G	8000	115028	22
GOPHER STATE ONE CALL	SEPT BILLABLE TICKETS	78.30	G	22200	115097	1
GRAINGER INC	APR V-BELT, FILTER ROLL	85.09	G	27900	115086	1
GRAINGER INC	AUG FUEL CYLINDER PROPANE	29.73	G	27900	115085	1
GRAINGER INC	AUG V-BELT, PULLEY DETACHABLE	385.80	G	27900	115084	1
GRAINGER INC	SEPT V-BELT, GP MOTOR 1HP	821.00	G	27900	115080	1
GRAINGER INC	SEPT WINDSOCK REPLACEMENT	51.16	G	27900	115087	1
LAKE REGION ELECTRIC COOP	SEPTEMBER ELECTRICITY EXPENSE	174.59	L	4000	115280	9
MATTHEW LEMKE	SEPT REIMB.CDL PHYSICAL	115.00	L	49000	115096	1
MII LIFE INCORPORATED	OCT FLEX/HSA PART FEE	11.00	M	850	115212	11
MARCO-FARGO	09/27-10/27/21 COPIER RENT	129.22	M	6225	115276	5
NORTH SHORE ANALYTICAL INC	SEPT EFFLUENT, FILTER, INFLUENT	405.00	N	52615	115083	1
OTTER TAIL POWER COMPANY	SEPTEMBER ELECTRICITY EXPENSE	11,875.08	O	42000	115039	18
OTTER TAIL POWER COMPANY	AUGUST/SERVICE-MAIL BILLS	76.34	O	43000	115129	4
OTTER TAIL TELCOM	OCT. TELEPHONE LINES	25.99	O	49100	115031	28
OTTER TAIL TELCOM	OCTOBER TELEPHONE EXPENSE	139.93	O	49100	115040	9
PLUNKETT'S PEST CONTROL INC.	OCT SPRING/FALL EXT. SERV.	20.00	P	61800	115282	1

## Sewage Treatment

PLUNKETT'S PEST CONTROL INC.	OCT SPRING/FALL EXTERIOR PROG.	358.00	P	61800	115281	1
U.S. POSTMASTER	OCTOBER POSTAGE	3,000.00	P	70000	115159	2
QUADIENT LEASING USA INC	08/02-11/01/21 LEASE PAYMENT	48.46	Q	950	115186	3
RMB ENVIRONMENTAL LABORATORIES	OCT ANALYSIS	385.00	R	400	115088	1
RMB ENVIRONMENTAL LABORATORIES	SEPT ANALYSIS	214.00	R	400	115041	1
REVTRAK INC	SEPTEMBER 2021 CR CD FEES	2,685.59	R	32550	115157	2
SPEE DEE DELIVERY SERVICE INC	OCT SHIPPING	27.50	S	46670	115279	1
SPEE DEE DELIVERY SERVICE INC	SEPT SHIPPING	34.45	S	46670	115185	1
SPEE DEE DELIVERY SERVICE INC	SEPT SHIPPING FEES	27.88	S	46670	115082	1
WADENA ASPHALT INC	SEPT ASPHALT	2,196.00	W	3250	115175	1
WASTEWATER TREATMENT FUND	RECEIPT TO SEPT LEACHATE	2,227.05-	W	13100	115037	3
	F U N D   T O T A L	33,833.19				

## Water

ADMINISTRATOR'S CONTINGENCY FD	OCTOBER UTILITIES REFUND	153.29	A	4000	115313	10
ARAMARK UNIFORM SERVICES	SEPTEMBER LINEN SUPPLY	278.95	A	42000	115121	9
AUTO VALUE - FERGUS FALLS	SEPT INFRARED THERMOMETER	32.99	A	89020	115151	1
CENTURYLINK	OCTOBER TELEPHONE EXPENSE	186.00	C	14260	115274	3
COOPERS TECHNOLOGY GROUP	OCTOBER/CORRECTION TAPE	2.77	C	48000	115314	13
COOPERS TECHNOLOGY GROUP	OCTOBER/SUPPLIES-POST IT NOTES	1.41	C	48000	115196	13
COOPERS TECHNOLOGY GROUP	2022 CALENDARS	43.28	C	48000	115193	15
COSSETTE ELECTRIC LLC	OCT WELL CABINET A/C UNIT	2,964.06	C	49941	115152	1
EMPLOYEES INSURANCE TRUST FUND	OCTOBER HEALTH INSURANCE	6,776.77	E	34000	115172	22
EMPLOYEES INSURANCE TRUST FUND	OCTOBER LIFE INSURANCE	58.90	E	34000	115208	15
FERGUSON WATERWORKS #2516	OCT 1" T10 MTR R900I USG METER	1,224.30	F	73100	115232	1
FERGUSON WATERWORKS #2516	OCT 2" CURB BOX REPAIR TOPS	244.72	F	73100	115232	2
FERGUSON WATERWORKS #2516	OCT 2" HYMAX REPAIR COUPLER	370.92	F	73100	115236	1
FERGUSON WATERWORKS #2516	OCT 3/4" COUPLERS (TRAVIS)	97.68	F	73100	115245	1
GENERAL FUND	SEPTEMBER COPIER USE	61.96	G	8000	115125	13
GENERAL FUND	SEPTEMBER LONG DISTANCE CHARGE	2.87	G	8000	115028	23
GENERAL FUND	SEPTEMBER POSTAGE USE	193.01	G	8000	115122	11
GOIN' POSTAL FERGUS FALLS	OCT FREIGHT WATER SAMPLES CHAD	13.00	G	15967	115202	1
GOODIN COMPANY	AUG COUPLING,NIPPLE,STD MALL	34.58	G	19000	115319	1
GOODIN COMPANY	SEPT GALV MALL,GALV NIPPLE TBE	36.41	G	19000	115321	1
GOODIN COMPANY	SEPT PVC CROSS SOC	31.39	G	19000	115154	1
GOODIN COMPANY	SEPT PVC SLXSL,PVC UNION	59.79	G	19000	115320	1
GOODIN COMPANY	SEPT PVC TEE	14.53	G	19000	115322	1
GOODIN COMPANY	SEPT 1 PT NSF PVC CLEAR	14.35	G	19000	115153	1
GOPHER STATE ONE CALL	SEPT BILLABLE TICKETS	78.30	G	22200	115097	2
HAWKINS INC	SEPT #2 SANTOPRENE PUMP TUBE	44.70	H	30000	115155	2
HAWKINS INC	SEPT AMMONIA ANHYDROUS	645.00	H	30000	115155	1
HOME DEPOT CREDIT SERVICES	OCT CEMENT FORM BOARDS WTP	158.44	H	70435	115243	1
MARK LEE ASPHALT & PAVING, INC	HYDRANT RENT 9/21/21-9/28/21	24.71-	L	45200	115134	5
MARK LEE ASPHALT & PAVING, INC	LESS DEP.PD REC. #222713	260.00	L	45200	115134	9
MARK LEE ASPHALT & PAVING, INC	WATER USAGE 400 GAL @ \$3.52	1.41-	L	45200	115134	3
MII LIFE INCORPORATED	OCT FLEX/HSA PART FEE	16.50	M	850	115212	13
MARCO-FARGO	09/27-10/27/21 COPIER RENT	129.21	M	6225	115276	6
OTTER TAIL POWER COMPANY	SEPTEMBER ELECTRICITY EXPENSE	7,614.99	O	42000	115039	20
OTTER TAIL POWER COMPANY	AUGUST/SERVICE-MAIL BILLS	76.35	O	43000	115129	5
OTTER TAIL TELCOM	OCT. TELEPHONE LINES	25.99	O	49100	115031	29
OTTER TAIL TELCOM	OCTOBER TELEPHONE EXPENSE	161.58	O	49100	115040	10
U.S. POSTMASTER	OCTOBER POSTAGE	3,000.00	P	70000	115159	3

## Water

QUADIENT LEASING USA INC	08/02-11/01/21 LEASE PAYMENT	48.46	Q	950	115186	4
RMB ENVIRONMENTAL LABORATORIES	OCT FIRST 1/2 BACT. MONITORING	125.00	R	400	115156	1
REVTRAK INC	SEPTEMBER 2021 CR CD FEES	2,685.59	R	32550	115157	3
SCR SOLUTIONS INC	NEW SLAKER PROJ. 2ND HALF	11,900.00	S	5056	115093	1
VESSCO INC.	NEW SLAKER PROJ. FINAL/RETAIN.	7,905.00	V	10050	115092	1
WADENA ASPHALT INC	SEPT ASPHALT	1,860.00	W	3250	115173	1
	F U N D   T O T A L	49,606.92				

## Storm Water

BUILDERS FIRSTSOURCE INC	OCT 1X6-16 CONCRETE FORMS	205.90	B	72925	115220	1
GOPHER STATE ONE CALL	SEPT BILLABLE TICKETS	78.30	G	22200	115097	3
OTTER TAIL POWER COMPANY	SEPTEMBER ELECTRICITY EXPENSE	161.26	O	42000	115039	23
	F U N D   T O T A L	445.46				

## Equipment

ARAMARK UNIFORM SERVICES	SEPTEMBER LINEN SUPPLY	438.25	A	42000	115121	10
AUTO VALUE - FERGUS FALLS	OCT ELECTRICAL TAPE (SHOP)	3.38	A	89020	115238	1
AUTO VALUE - FERGUS FALLS	OCT FEMALE HYD FITTING	35.38	A	89020	115254	1
AUTO VALUE - FERGUS FALLS	OCT FEMALE JIC FLARE UNIT 241	65.38	A	89020	115262	1
AUTO VALUE - FERGUS FALLS	OCT HYD FITTINGS (STOCK)	407.97	A	89020	115266	1
AUTO VALUE - FERGUS FALLS	OCT JIC HYD FITTINGS	48.18	A	89020	115261	1
AUTO VALUE - FERGUS FALLS	OCT LANDFILL FUEL PUMP FILTER	16.87	A	89020	115166	1
AUTO VALUE - FERGUS FALLS	OCT LANDFILL FUEL TANK FILTER	16.87	A	89020	115214	1
AUTO VALUE - FERGUS FALLS	OCT LONG METRIC HEX KEY SET	11.99	A	89020	115227	1
AUTO VALUE - FERGUS FALLS	OCT MOTOR ASSEMBLY LUBE (SHOP)	6.99	A	89020	115187	1
AUTO VALUE - FERGUS FALLS	OCT M2T MEGAFLEX HYD HOSE	285.60	A	89020	115237	1
AUTO VALUE - FERGUS FALLS	OCT OIL FILTER (STOCK)	3.66	A	89020	115257	1
AUTO VALUE - FERGUS FALLS	OCT ON-OFF-ON TOGGLE SWITCH	5.49	A	89020	115248	1
AUTO VALUE - FERGUS FALLS	OCT POWER SEAL A/C HOSE CREDIT	.72-	A	89020	115207	1
AUTO VALUE - FERGUS FALLS	OCT RELAY UNIT 95	13.53	A	89020	115228	1
AUTO VALUE - FERGUS FALLS	OCT SHIFT BUSHING UNIT 16	8.99	A	89020	115204	1
AUTO VALUE - FERGUS FALLS	OCT STOCK OIL FILTER	3.66	A	89020	115231	1
AUTO VALUE - FERGUS FALLS	OCT STOCK PARTS ORDER	55.82	A	89020	115230	1
AUTO VALUE - FERGUS FALLS	OCT TRAILER CONNECTOR BRACKET	6.49	A	89020	115242	1
AUTO VALUE - FERGUS FALLS	OCT WATER PUMP PULLEY HOUSING	43.98	A	89020	115205	1
AUTO VALUE - FERGUS FALLS	OCT 1/4 -20 TAP & DRILL BIT	6.99	A	89020	115249	1
AUTO VALUE - FERGUS FALLS	SEP FUEL FILTER UNIT 280	24.73	A	89020	115022	1
AUTO VALUE - FERGUS FALLS	SEP LINED HOSE CLAMPS 2"	16.90	A	89020	115021	1
AUTO VALUE - FERGUS FALLS	SEP OIL FILTER UNIT 60	2.19	A	89020	115267	1
AUTO VALUE - FERGUS FALLS	SEP STOCK OIL FILTER	3.66	A	89020	115023	1
AUTO VALUE - FERGUS FALLS	SEP TAX CREDIT INV 5311381	2.31-	A	89020	115211	1
CENTURYLINK	OCTOBER TELEPHONE EXPENSE	194.00	C	14260	115274	6
CODE 4 SERVICES INC	2099 SETUP	5,412.22	C	26100	115073	1
COMMISSIONER OF REVENUE	SPECIAL FUEL TAX RENEWAL	25.00	C	31950	115106	1
COMMISSIONER OF REVENUE	2021 SEPT SPECIAL FUEL TAX	862.98	C	31950	115105	1
COMMISSIONER OF REVENUE	2021 SEPTEMBER SALES TAX	73.34	C	32000	115104	12
COOPERS TECHNOLOGY GROUP	OCTOBER/CORRECTION TAPE	1.56	C	48000	115314	14

## Equipment

COOPERS TECHNOLOGY GROUP	OCTOBER/SUPPLIES-POST IT NOTES	.78	C	48000	115196	14
COOPERS TECHNOLOGY GROUP	2022 CALENDARS	10.16	C	48000	115193	17
EMERGENCY AUTOMOTIVE	OCT 9U TUBE CORNER LIGHTS	269.80	E	30946	115119	1
EMPLOYEES INSURANCE TRUST FUND	OCTOBER HEALTH INSURANCE	4,471.31	E	34000	115172	25
EMPLOYEES INSURANCE TRUST FUND	OCTOBER LIFE INSURANCE	25.11	E	34000	115208	18
EQUIPMENT FUND	SEPT FUEL USAGE	345.61-	E	46000	115036	14
EQUIPMENT FUND	SEPT REPAIRS/SERVICE	570.72-	E	46000	115036	13
59 FINISHING INC	OCT POWDER COAT BOX COVER U277	139.50	F	350	115170	1
FARGO FREIGHTLINER	OCT OIL PAN GASKET UNIT 226	57.44	F	1935	115120	1
JOHN DEERE FINANCIAL	OCT HYD ADAPTER UNIT 241	15.26	F	7500	115265	1
JOHN DEERE FINANCIAL	OCT HYD HOSE UNIT 241	162.35	F	7500	115241	1
JOHN DEERE FINANCIAL	SEP DEF FLUID (SHOP)	405.90	F	7500	115018	1
GENERAL FUND	SEPTEMBER LONG DISTANCE CHARGE	7.05	G	8000	115028	24
GREAT PLAINS NATURAL GAS CO	SEPTEMBER NATURAL GAS EXPENSE	277.07	G	36000	115068	7
HOME DEPOT CREDIT SERVICES	OCT BRINE TANK ADAPTER BRASS	9.01	H	70435	115223	1
HOME DEPOT CREDIT SERVICES	OCT 1/2" BRINE SYSTEM ADAPTER	4.39	H	70435	115225	1
HOME DEPOT CREDIT SERVICES	OCT 4# BLACKSMITH HAMMER	22.97	H	70435	115226	1
INLAND TRUCK PARTS COMPANY	OCT WET KIT PARTS UNIT 214	1,904.23	I	22120	115260	1
MII LIFE INCORPORATED	OCT FLEX/HSA PART FEE	5.64	M	850	115212	15
MARCO-FARGO	09/27-10/27/21 COPIER RENT	118.74	M	6225	115277	5
MCMASTER-CARR SUPPLY CO	OCT GREASE ZERK EXTENSIONS	91.01	M	11770	115222	1
MCMASTER-CARR SUPPLY CO	OCT HYD WET KIT PLUMBING PARTS	222.09	M	11770	115165	1
MCMASTER-CARR SUPPLY CO	OCT LOW PRESSURE BUSHING ADAPT	23.63	M	11770	115216	1
MCMASTER-CARR SUPPLY CO	OCT TRACTOR WET KIT PLUMBING P	205.41	M	11770	115221	1
MINNESOTA MOTOR COMPANY	OCT WIRE TERMINAL CONNECTORS	4.72	M	50000	115203	1
NORTH CENTRAL INTERNATIONAL	JUL AIR COMP/ACCUMULATOR U-241	296.57	N	50975	113408	1
NORTH CENTRAL INTERNATIONAL	JUL THERMISTER SENSOR U-241	105.00	N	50975	113410	1
NORTH CENTRAL INTERNATIONAL	MAR CREDIT FOR RETURNED SENSOR	72.47-	N	50975	110618	1
NORTH CENTRAL INTERNATIONAL	MAR PARTS RETURNS FROM U-240	586.14-	N	50975	110620	1
NORTH CENTRAL INTERNATIONAL	MAR RETURN SEAL/GASKET U-240	45.36-	N	50975	110619	1
NORTH CENTRAL INTERNATIONAL	MAR TURBO CORE CHARGE CREDIT	875.00-	N	50975	110621	1
NORTH CENTRAL INTERNATIONAL	OCT CLUTCH ASSM PARTS U-240	1,360.10	N	50975	115259	1
NORTH CENTRAL INTERNATIONAL	SEP BLEND DOOR MOTORS U-240	87.06	N	50975	114576	1
NORTH CENTRAL INTERNATIONAL	SEP SPEED SENSOR UNIT 241	99.05	N	50975	115016	1
NORTHWEST TIRE INC	OCT 255/70R22.5 BDG MAXTREAD	370.22	N	62020	115235	1
NORTHWEST TIRE INC	SEP 215/85R16 FS TRANSFORCE	419.04	N	62020	114997	1
OLSON OIL COMPANY INC	OCT RED PREM DIESEL (SHOP)	21,197.63	O	16050	115269	1
OLSON OIL COMPANY INC	SEP NON OXYGEN FUEL SEWER CAME	5.45	O	16050	115019	1
O'REILLY AUTOMOTIVE INC	OCT WATER PUMP UNIT 263	98.46	O	21275	115167	1
OTTER TAIL POWER COMPANY	SEPTEMBER ELECTRICITY EXPENSE	1,065.12	O	42000	115039	24
OTTER TAIL TELCOM	OCT. TELEPHONE LINES	58.48	O	49100	115031	30
OTTER TAIL TELCOM	OCTOBER TELEPHONE EXPENSE	35.82	O	49100	115040	12
POLICE DEPT CONTINGENCY FUND	2049 GAS FILL	67.94	P	62950	115133	1
ROYAL TIRE INC	SEP 11R22.5 BD BDM CAP TIRES	413.08	R	64395	115011	1
WALLWORK TRUCK CENTER F.F.	OCT SPEED SENSOR UNIT 3040	219.26	W	1000	115244	1
ZIEGLER INC.	OCT HOSE CLAMPS UNIT 241	14.60	Z	15000	115234	1
ZIEGLER INC.	OCT QUICK HYD COUPLER (STK)	153.94	Z	15000	115233	1
	F U N D   T O T A L	40,124.11				

## Employees Insurance

EMPLOYEES INSURANCE TRUST FUND	RECEIPT OCT HEALTH INSURANCE	142,207.98-	E	34000	115172	1
EMPLOYEES INSURANCE TRUST FUND	RECEIPT OCT LIFE INSURANCE	2,892.31-	E	34000	115208	1



## Employees Insurance

F U N D   T O T A L	145,100.29-
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## Flexible Benefit Agency

MII LIFE INCORPORATED	2021 FLEX PLAN REIMB	335.61	M	850	115034	1
	F U N D   T O T A L	335.61				

## PEG Access

BCBS OF MN & BLUE PLUS	DECEMBER HEALTH INSURANCE	450.76	B	42853	115038	3
BCBS OF MN & BLUE PLUS	NOVEMBER HEALTH INSURANCE	450.76	B	42853	115038	2
BCBS OF MN & BLUE PLUS	OCTOBER HEALTH INSURANCE	450.76	B	42853	115038	1
LIQUOR STORE	OCTOBER RENT	358.00	L	66000	115136	2
MINNESOTA UC FUND	3RD QUARTER UNEMPLOYMENT TAX	106.00	M	58000	115268	1
OTTER TAIL POWER COMPANY	SEPTEMBER ELECTRICITY EXPENSE	122.15	O	42000	115039	25
OTTER TAIL TELCOM	OCTOBER TELEPHONE EXPENSE	221.85	O	49100	115040	13
	F U N D   T O T A L	2,160.28				

## Fergus Falls Convention and Visitor's Bureau, Inc.

FERGUS FALLS CONVENTION &	JUL 2021 LODGING TAX	19,427.67-	F	33000	115224	2
FERGUS FALLS CONVENTION &	JUL 2021 LODGING TAX ADMIN	582.83	F	33000	115224	3
GENERAL FUND	SEPTEMBER COPIER USE	35.42	G	8000	115125	14
GENERAL FUND	SEPTEMBER LONG DISTANCE CHARGE	8.98	G	8000	115028	25
GENERAL FUND	SEPTEMBER POSTAGE USE	203.34	G	8000	115122	12
MINNESOTA UC FUND	3RD QUARTER UNEMPLOYMENT TAX	10.00	M	58000	115270	1
OTTER TAIL TELCOM	OCT. TELEPHONE LINES	19.49	O	49100	115032	2
	F U N D   T O T A L	18,567.61-				

T O T A L   A L L   F U N D S	1,537,033.57
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BE IT FURTHER RESOLVED, THAT THE CITY ADMINISTRATOR BE, AND HE HEREBY IS AUTHORIZED AND DIRECTED TO DRAW WARRANTS FOR THE ABOVE CLAIMS FROM THE RESPECTIVE FUNDS AS HEREIN INDICATED, AND THAT THE MAYOR AND CITY ADMINISTRATOR BE, AND THEY HEREBY ARE, AUTHORIZED TO EXECUTE AND DELIVER SUCH WARRANTS.

THE ABOVE AND FOREGOING RESOLUTION WAS OFFERED AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 18 DAY OF OCTOBER BY ALDERMAN WHO MOVED ITS ADOPTION, WAS SECONDED BY ALDERMAN AND ADOPTED BY THE FOLLOWING VOTE:

AYES:

NAYS:

ABSTAIN:

ABSENT:

WHEREUPON THE ABOVE RESOLUTION WAS DULY DECLARED ADOPTED.

ATTEST:

APPROVED:

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CITY ADMINISTRATOR

-----  
MAYOR

## 10/18/2021 RESOLUTION RECORD

COMM OF FINANCE, TREAS DIV	504.38
COMMISSIONER OF REVENUE	94,929.98
4M FUND	49.88
FERGUS FALLS HRA	27,350.45
MN DEPT OF PUBLIC SAFETY	390.00
MINNESOTA UC FUND	116.00
OTTER TAIL COUNTY TREASURER	94,276.74
STATE TREASURER	1,923.97
A-1 LOCK & KEY LLC	194.00
AT&T MOBILITY	369.08
ACCURATE CONTROLS INC	145.00
ADMINISTRATOR'S CONTINGENCY FD	528.51
ADVANCED CAPITAL GROUP INC	3,750.00
ALEXANDRIA FREIGHT SERVICE INC	201.60
THE AMERICAN BOTTLING COMPANY	595.50
ARAMARK UNIFORM SERVICES	2,490.80
SEAN ANDERSON	375.06
ARCTIC GLACIER USA INC	35.70
ARTISAN BEER COMPANY	2,985.90
ATLAS OUTDOOR SERVICES LLC	1,000.00
AUTO VALUE - FERGUS FALLS	1,124.66
BAKER & TAYLOR INC	1,653.76
BELLBOY CORPORATION	8,856.15
BEVERAGE WHOLESALERS INC	30,221.61
BEYER BODY SHOP, INC.	100.00
BCBS OF MN & BLUE PLUS	1,352.28
BOUND TREE MEDICAL LLC	79.47
BRAUN VENDING INC	28.50
BREAKTHRU BEVERAGE MINNESOTA	16,129.72
BUILDERS FIRSTSOURCE INC	205.90
C & L EXCAVATING INC	224,076.59
CENTURYLINK	511.60
CHARTER COMMUNICATIONS	40.18
VIKING COCA-COLA BOTTLING CO	1,155.90
CODE 4 SERVICES INC	5,412.22
COMSTOCK CONSTRUCTION INC	28,641.00
COOPERS TECHNOLOGY GROUP	1,449.74
COPPER TRAIL BREWING CO	218.68
CORE & MAIN LP	429.78
COSSETTE ELECTRIC LLC	4,289.68
CUMMINS NPOWER LLC	702.01
DACOTAH PAPER CO	1,117.12
DAILY JOURNAL	1,061.13
WASTE MANAGEMENT	10,714.42
EMERGENCY AUTOMOTIVE	269.80
59 FINISHING INC	139.50
FARGO FREIGHTLINER	57.44
JOHN DEERE FINANCIAL	583.51
FERGUS BREWING COMPANY LLC	86.40
FERGUSON WATERWORKS #2516	2,017.42
FIRST AED LLC	2,150.40
FLEXIBLE PIPE TOOL COMPANY	874.15
GALLS LLC	488.44
GOIN' POSTAL FERGUS FALLS	13.00
GOODIN COMPANY	230.42
GOPHER STATE ONE CALL	234.90
GRAINGER INC	1,372.78
GRANICUS LLC	900.00
GREAT PLAINS FIRE	893.55
GREAT PLAINS NATURAL GAS CO	694.41
H BOYD NELSON INC	53,154.54

10/18/2021

## R E S O L U T I O N   R E C O R D

HAWKINS INC	689.70
HELPSYSTEMS LLC	1,829.84
HOME DEPOT CREDIT SERVICES	641.52
INLAND TRUCK PARTS COMPANY	1,904.23
JOHNSON BROTHERS LIQUOR CO	27,131.72
JOHNSON CONTROLS INC	834.55
LAKE REGION ELECTRIC COOP	1,943.17
LAKE REGION HEALTHCARE CORP	245.76
LAKELAND MENTAL HEALTH CENTER	194.00
MARK LEE ASPHALT & PAVING, INC	104,597.11
LEITCH EXCAVATING INC	33,838.88
MATTHEW LEMKE	115.00
LIBRARY PETTY CASH FUND	40.00
DANIEL LIPSON	1,753.49
LOCATORS & SUPPLIES INC	43.98
MII LIFE INCORPORATED	558.36
MARCO-FARGO	1,095.46
JEFF MCKEEVER	2,103.21
THE MCKINNON COMPANY INC	179.50
MCMASTER-CARR SUPPLY CO	542.14
MIDWEST PRINTING COMPANY	330.00
MINNESOTA MOTOR COMPANY	4.72
MOODY'S INVESTORS SERVICE, INC	13,500.00
NATURES GARDEN WORLD	263.00
ROBERT NORDICK	24,329.17
NORTH CENTRAL INTERNATIONAL	368.81
NORTH COUNTRY LAWNS	464.48
NORTH SHORE ANALYTICAL INC	405.00
NORTHWEST TIRE INC	789.26
NORTHWEST SIGNWORKS INC	127.50
NOVA FIRE PROTECTION, LLC	165.00
NYCKLEMOE & ELLIG, P.A.	8,937.50
OLSON OIL COMPANY INC	21,203.08
O'REILLY AUTOMOTIVE INC	98.46
OTC HUMANE SOCIETY INC	777.00
OTTER TAIL POWER COMPANY	61,366.78
OTTER TAIL TELCOM	4,634.62
PAUSTIS WINE COMPANY	2,582.00
PEPSI BEVERAGE COMPANY	234.22
WILLIAM PETERSEN	950.00
PHILLIPS WINE AND SPIRITS CO	14,271.09
PLATTE PROPERTIES II, LLC	13,421.05
PLUNKETT'S PEST CONTROL INC.	378.00
POLICE DEPT CONTINGENCY FUND	202.22
POSTAGE BY PHONE	3,000.00
U.S. POSTMASTER	9,000.00
PRO-WEST & ASSOCIATES, INC	717.38
QUADIENT LEASING USA INC	290.79
RMB ENVIRONMENTAL LABORATORIES	724.00
REVTRAK INC	8,056.77
ROYAL TIRE INC	413.08
S@N SEALCOATING & CRACKSEALING	2,050.00
SCR SOLUTIONS INC	11,900.00
SHORT ELLIOTT HENDRICKSON INC	8,510.00
SIGNATURE HOME TECHNOLOGIES	73.74
SKY CREW SERVICES, LLC	5,945.39
BILL SONMOR	40.32
SOUTHERN GLAZER'S OF MN	22,203.03
SPEE DEE DELIVERY SERVICE INC	89.83
SUMMIT COMPANIES	2,364.70
SWANSTON EQUIPMENT CO	461.00

10/18/2021                    R E S O L U T I O N   R E C O R D

TAG UP	51.98
TOTAL REGISTER SYSTEMS	32.36
UGSTAD PLUMBING, INC.	1,970.79
US BANK EQUIPMENT FINANCE	646.36
VERIZON WIRELESS	1,078.92
VESSCO INC.	7,905.00
VINOCOPIA INC	2,714.92
WALLWORK TRUCK CENTER F.F.	219.26
WADENA ASPHALT INC	4,056.00
WELLS FARGO - INVESTMENTS	446,156.00
WEST CENTRAL ABSTRACTING	85.00
WINE MERCHANTS INC	10,078.52

TOTAL OTHER GOVERNMENT                    219,541.40

TOTAL OTHER VENDORS                    1,317,492.17

TOTAL ALL VENDORS                    1,537,033.57