



**City Council Agenda**  
**May 16, 2022**  
**5:30 pm in the City Council Chambers**

Invocation – Tim Molter, Calvary Chapel  
Pledge of Allegiance

- A. Call to Order
- B. Roll Call
- C. Approval of the Agenda
- D. Public Hearings
- E. Awarding of Bids
  - 1. Resolution awarding the construction services contract for PI 5354, the 2022 annual seal coat project to ASTECH Corp. in amount of \$108,612.09
  - 2. Downtown Riverfront Improvements Phase 2 – Discussion and possible action
- F. Petitions and Communications
  - 1. Proclamation for Public Works Week
- G. Consent Agenda
  - 1. Motion approving the open and closed minutes from the May 2, 2022 City Council meeting and the May 11, 2022 Committee of the Whole meeting
  - 2. Motion approving licenses
  - 3. Resolution initiating PI 6079, the 2022 sidewalk program and approving the 2022 assessment rates
  - 4. Resolution approving the renewal of the MnDOT Master Partnership Contract No. 1050241
  - 5. Resolution setting the annual MS4 Stormwater Public Meeting for June 21, 2022 at 5:30 pm in the City Council Chambers
  - 6. Resolution authorizing an archeological study for Ferber Park
  - 7. Motion authorizing staff to submit a Certified Local Government grant application to the Minnesota State Historic Preservation Office for the purposes of evaluating downtown as a potential historic district.
- H. Ordinance and Resolutions
- I. Presentation of Claims \$2,430,380.39
- J. Board, Committee and Department Reports
- K. Reports from Staff and Administrative Officers
- L. Old Business/Unfinished Business
  - 1. Downtown Riverfront Project Phase I parking lot layout

2. Downtown Riverfront Project Phase I curb cut modification

M. New Business

N. Miscellaneous Announcements

- May 30 Most city offices and facilities closed for observation of Memorial Day  
Garbage and recycling normally picked up on Monday will be picked up on May 31  
Tuesday collection will be on Wednesday June 1
- June 1 7:00 am Committee of the Whole meeting
- June 6 5:00 pm Council Work Session: 2021 Audit presentation
- June 6 5:30 pm City Council meeting

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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Page 1 of 1

**Meeting Date:**

May 16, 2022 – City Council

**Subject:**

PI 5354 – 2022 Seal Coat Improvement Project

**Recommendation:**

1) Award the construction services contract to ASTECH Corp. in amount of \$108,612.09

**Background/Key Points:**

On Tuesday, May 10, 2022 bids were due for the above referenced project. Asphalt Surface Technologies Corporation (ASTECH Corp.) submitted the lowest bid in the amount of \$108,612.09. The Estimated Probable Construction Cost was \$105,600.00. Based on the favorable bid prices received, I am recommending accepting this bid.

The streets receiving a seal coat application have existing striping. Interim markings (tabs) will be installed until the seal coat process (approx. 3-4 weeks) is completed. New pavement striping will then be applied to match the existing pavement markings and symbols.

This work is scheduled to be completed by September 15, 2022.

**Budgetary Impact:**

The total estimated project cost is \$126,700.00. This includes the contract, engineering staff time, contingencies, and street sweeping by Public Works. This project will be funded through the 2022 budgeted (levy) fund in the amount of \$142,560.00.

**Originating Department:**

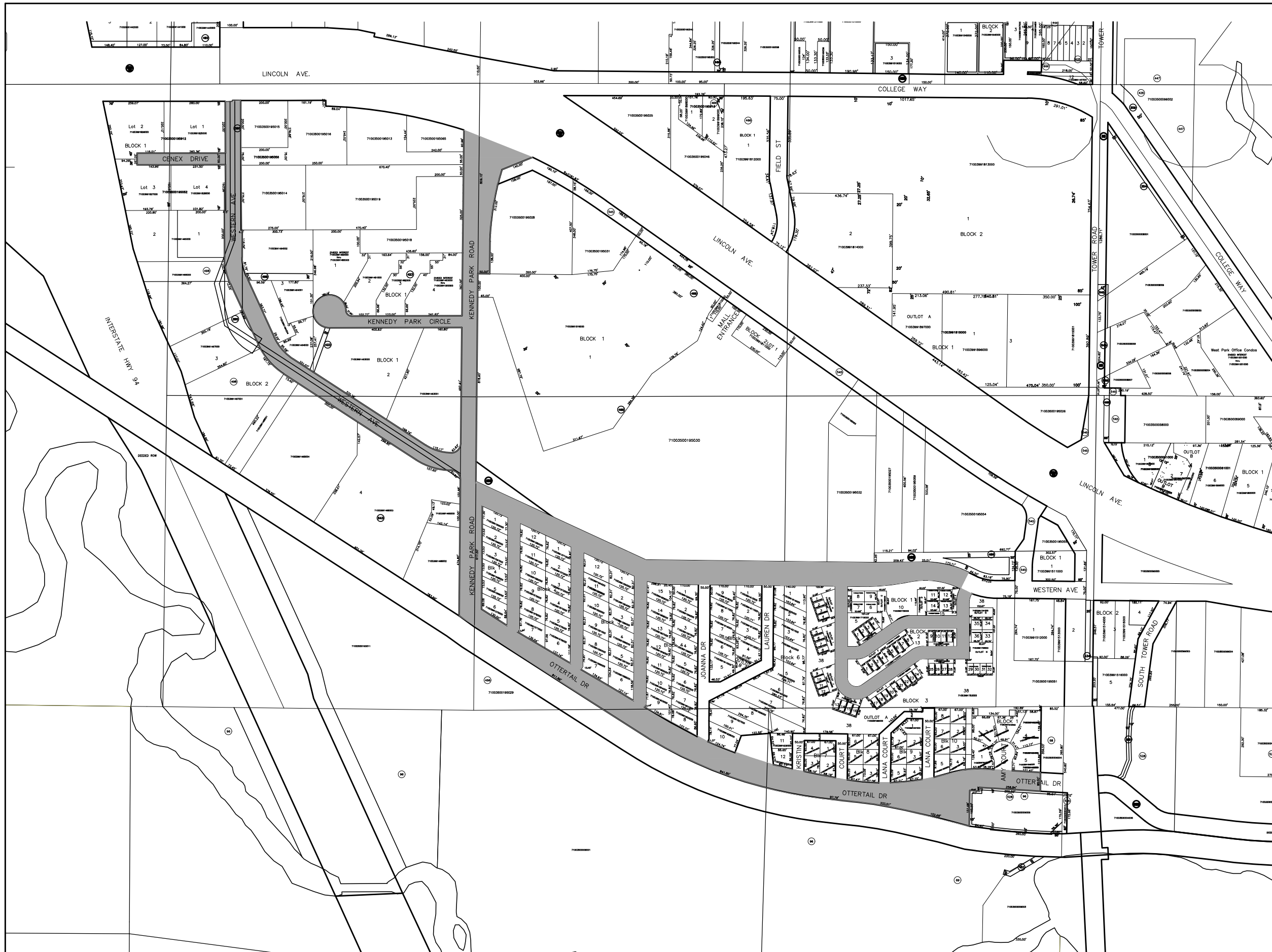
Engineering Department

**Respectfully Submitted:**

Brian Yavarow, P.E. – City Engineer

**Attachments:**

PI 5354 - Project Location Map



NOTES

1. INLET PROTECTION FOR ALL EXISTING CATCH BASINS SHALL BE INPLACE PRIOR TO SEAL COAT.
2. ALL CONSTRUCTION RELATED TRAFFIC CONTROL SHALL BE IN PLACE PRIOR OF SEAL COATING.

= SEAL COAT STREETS

REVISION			
No.	Date	By	Description

CITY PROJ. NO.	PUB. IMP. NO.	I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
DESIGN	5354	
BIT. AREA =		
CHECKED BY: _____	DRAWN BY: _____	CITY ENGINEER
		DATE: _____ 2022 REG. NO. 48363

CITY OF FERGUS FALLS, MINNESOTA  
ENGINEERING DEPARTMENT

SEAL COAT LOCATIONS  
Sheet No. of Sheets

State Proj. No.



Real People. Real Solutions.

3168 41st Street South  
Suite 2  
Fargo, ND 58104

Ph: (701) 566-5339  
Fax: (701) 566-5348  
Bolton-Menk.com

## MEMORANDUM

**Date:** May 12, 2022  
**To:** Honorable Mayor Schierer and City Council Members  
**From:** Kent Louwagie, PE, Principal Engineer  
Grant J. Kuper, PE, CFM, Project Manager  
**Subject:** Downtown Riverfront Improvements Phase 2  
City of Fergus Falls, Minnesota  
Project No.: OD1.125985

This memo is a follow-up to the information presented at the May 11<sup>th</sup> Committee of the Whole meeting. As a refresher, the bid package for the Downtown Riverfront Phase 2 project included the following features (in no particular order):

- Splash pad, pergola shade structure, and multi-level “river” water feature.
- Restroom building.
- Riverwalk, consisting of concrete pavement near the parking lot and splash pad, plaza areas, and the concrete multi-use trail along the riverbank.
- Retaining walls on the south side of the splash pad and along the riverbank.
- Parking lot reconstruction.
- Site utilities (sanitary sewer, water, storm sewer).
- Landscaping and site furnishings.
- The following items were included as add-alternates:
  - Art foundations
  - Tables for public seating
  - Utility hookups for vendors
  - Conduit for to allow for future electric wiring installation for EV charging station
  - Site irrigation system for landscaping
  - String lights on pergola
  - Sanitary sewer re-route from River Inn to DTRF site, and removal of existing sewer crossing over river
- The proposed pedestrian bridge over the river was not included in this bid package.

Based on the discussion at the Committee of the Whole meeting, options have been developed as potential courses of action for this project. Variations on these options can also be created. The following statements apply to all scenarios:

- Total estimated project costs are shown, which include the following:
  - As-bid construction costs, based on the bid prices received on April 27<sup>th</sup>
  - 10% construction contingency
  - Design development fees, incurred prior to April 30, 2021
  - Phase 2 design fees

Name: Honorable Mayor Schierer and City Council Members

Date: May 12, 2022

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- Fee deduction due to the DTRF Phase 1 change order
- Construction administration and construction testing
- 1.5% City engineering
- Permitting fees
- Bridge costs are not included in any of the totals. The total estimated project cost for a basic prefabricated bridge and associated sitework is \$857,000.

### **Option 1: Award the Bid and Proceed with Phase 2 as Designed**

The City can award the contract to Comstock, the only bidder. Their base bid was \$4,990,733.53. Further discussion on the add alternates would be necessary prior to award. Total estimated project costs for the base bid are approximately **\$6,562,000**.

### **Option 2: Reduce Scope to Trail Only and Rebid**

Construct the trail, railing and retaining wall along the riverbank, from Court Street to the proposed bridge location. The design for the remainder of the site features can be “shelved” and rebid as a separate package at a future date. Total estimated project costs are approximately **\$1,538,000**. This total does not include lighting along the trail nor parking lot improvements. If the parking lot were completely reconstructed as designed, and the lighting improvements were included, total estimated project costs increase by about \$800,000, for a total estimated project cost of approximately **\$2,338,000**.

### **Option 3: Reduce the Trail Width, Construct the Remainder of Phase 2 as Designed**

This option is very similar to Option 1. The multi-use trail along the riverbank also functions as an ADA accessible route to the lower level of the “river” water feature. If that water feature remains in the project, the trail cannot be eliminated entirely. The trail could be narrowed from 14-feet to 10-feet wide, and shortened slightly, reducing the total estimated project costs by \$40,000. Total estimated project costs for this option are approximately **\$6,522,000**.

### **Potential Option 4: Reduced Scope Splash Pad with Site Features**

Based on the Committee of the Whole discussion, and subsequent discussion with the Project Management Team, there is potentially an option to reduce the scope of the splash pad and some of the site amenities. This option could potentially provide the majority of the desired project features at lower cost than the as-bid project. This option would require some redesign.

### **Conclusion**

We will gladly continue working with the City to develop a project scope that meets the City’s needs. If the City wants to pursue the entire project as bid, award of the contract should occur by June 27<sup>th</sup>. If the City would rather make significant changes to the project scope and completion dates, we recommend rejecting the bid received on April 27<sup>th</sup>, then revising the bidding documents and re-bidding. If we proceed with re-bidding the project, we anticipate that could occur in July.

The pedestrian bridge could follow the same schedule previously discussed; advertise for bids this fall, with construction to occur in 2023.

### **Attachments:**

Total Estimated Project Costs for Options 1 and 2

**As-Bid, Base Bid Only**

**Total Estimated Project Cost**

Downtown Riverfront Improvements, Phase 2

City of Fergus Falls, MN

Project No. 0D1.125985



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5/12/2022

<b>Construction Costs - Base Bid Only</b>	
Splash Pad	\$ 786,858.73
Restroom Building	\$ 488,818.88
Riverwalk	\$ 989,540.00
Retaining Walls	\$ 1,333,085.32
Parking Lot	\$ 725,959.79
Sanitary Sewer	\$ 96,030.83
Water	\$ 36,561.53
Storm Sewer	\$ 134,802.67
Landscaping and Furnishings	\$ 399,075.78
<b>Subtotal</b>	<b>\$ 4,990,733.53</b>
10% Construction Contingency	\$ 499,073.35
<b>Total Estimated Construction Costs</b>	<b>\$ 5,489,806.88</b>

<b>Soft Costs</b>	
Design Development Fees prior to 4/30/2021	\$ 307,106.00
Phase 2 Design Fees (estimated hourly)	\$ 424,808.00
BMI Fee Deduction for DTRF Phase 1 Change Order	\$ (99,232.00)
Construction Administration (estimated hourly)	\$ 284,720.00
Construction Testing (estimated)	\$ 55,544.00
City Engineering (1.5%)	\$ 74,861.00
Permitting fees (estimated)	\$ 24,360.00
<b>Total Estimated Soft Costs: Project Inception through Construction</b>	<b>\$ 1,072,167.00</b>

<b>Total Estimated Project Cost - Base Bid Only</b>	<b>\$ 6,561,973.88</b>
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**As-Bid, Trail Only**

**Total Estimated Project Cost**

Downtown Riverfront Improvements, Phase 2

City of Fergus Falls, MN

Project No. 0D1.125985



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5/12/2022

<b>Construction Costs - Trail along River</b>	
Trail along Riverbank	\$ 103,798.74
Retaining Wall along Trail	\$ 514,439.05
Parking Lot Modifications at Court Street	\$ 11,408.17
Sanitary Sewer	\$ 18,290.26
Water	\$ 28,175.43
Storm Sewer	\$ 28,158.54
<b>Subtotal</b>	<b>\$ 704,270.19</b>
10% Construction Contingency	\$ 70,427.02
<b>Total Estimated Construction Costs</b>	<b>\$ 774,697.21</b>

<b>Soft Costs</b>	
Design Development Fees prior to 4/30/2021	\$ 307,106.00
Phase 2 Design Fees (estimated hourly)	\$ 424,808.00
BMI Fee Deduction for DTRF Phase 1 Change Order	\$ (99,232.00)
Construction Administration (estimated hourly)	\$ 100,000.00
Construction Testing (estimated)	\$ 15,000.00
City Engineering (1.5%)	\$ 10,600.00
Permitting fees (estimated)	\$ 5,000.00
<b>Total Estimated Soft Costs: Project Inception through Construction</b>	<b>\$ 763,282.00</b>

<b>Total Estimated Project Cost - Trail Only</b>	<b>\$ 1,537,979.21</b>
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National Public Works Week Proclamation

May 15–21, 2022

**“Ready and Resilient”**

WHEREAS, public works professionals focus on infrastructure, facilities, emergency management, and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life, and well-being of the people of **Fergus Falls** and,

WHEREAS, these infrastructures, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are federally mandated first responders, and the engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in **Fergus Falls** to gain knowledge and maintain ongoing interest and understanding of the importance of public works first responders and public works programs in their respective communities; and,

WHEREAS, the year 2022 marks the 62<sup>nd</sup> annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

RESOLVED, I, **Ben Schierer**, Mayor of Fergus Falls, MN do hereby designate the week May 15–21, 2022, as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

DONE at this meeting of the Fergus Falls City Council, this 16th day of May, 2022.

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Benjamin Schierer  
Mayor, Fergus Falls, MN

City Council Meeting  
May 2, 2022

The Fergus Falls City Council held a regular meeting on May 2, 2022 at 5:30 pm in the City Council Chambers. Rich Iverson of Bethel Church gave the invocation and the Pledge of Allegiance was recited. Mayor Schierer called the meeting to order at 5:33 pm. Council members in attendance were Thompson, Arneson, Gustafson, Hicks, Fish, Hagberg, and Kvamme. Rufer was absent.

**Approval of Agenda**

A motion and second were made by Fish and Thompson to approve tonight's agenda and the motion carried.

**Highway 210 Reconstruction Project**

Representatives from MnDOT and SRF Consulting were present to share three proposed design alternatives to the Highway 210 junction with I-94. The proposed work includes a new bridge, ramp redesign, bicycle and pedestrian improvements and is planned for 2028 or unless a funding source becomes available before then. The pros, cons and scope of each the three alternates was reviewed:

Alternate A: North Roundabout Option

Alternate B: North Signal Option

Alternate C: South Roundabout Option

The project's accommodations for pedestrian traffic and trail connectivity were discussed. MnDOT is seeking public input on the proposals via an online survey through May 16 and encouraged the community to offer their opinion.

**Bid Award: Mowing Services**

The city accepted bids for contracted mowing services. The low bid was received by Knutson Lawn Services for the 2022-2023 seasons. If a resident is in violation of the City Code by not mowing their lawn, the city sends the lawn service to perform the work and the bill is sent to the property owner. If left unpaid, the bill is certified to the property taxes. Arneson offered **Resolution #95-2022** awarding the contracted mowing services bid for 2022-2023 to Knutson Lawn Services, which was seconded by Gustafson and was adopted.

**Proclamation: Child Care Provider Appreciation Day**

Mayor Schierer read a proclamation declaring May 6 at Child Care Provider Appreciation Day.

**Consent Agenda**

The following items were approved under **Resolution #96-2022** by Hicks: Motion approving the minutes from the April 18, 2022 City Council meeting and the April 27, 2022 Committee of the Whole meeting. Motion approving the following licenses: Mechanical Trace Plumbing & Heating Inc., Fire-N-Ice Heating and A/C; Hauler of Building Waste Home Smart Builders; Minnesota Lawful Gambling Permit Fergus Falls Youth Baseball for raffle on June 30, 2022 at DeLagoon Park. **Resolution #97-2022** accepting plans and specifications for PI 5353, the 2022 mill and overlay project and authorizing the advertising of bids. **Resolution #98-2022** authorizing the City Engineer and City Attorney to execute an easement for Otter Tail Power Company. **Resolution #99-2022** accepting plans and specifications for PI 5314, the Union and Lincoln Avenue improvement project and authorizing the advertising of bids. **Resolution #100-2022** approving a Conditional Use Permit for a fabricating/repair shop in the B-3 zone at 418 W Stanton Avenue as requested by Paul Daugherty.

**Resolution #101-2022** approving a Conditional Use Permit for a 30 room hotel in the B-3 zone at 309 W Stanton Avenue as requested by the Flour Mill (Kevin Bartram). Motion directing staff to submit a letter of support for a legislative appropriation amendment for a water quality treatment for Lake Alice. The resolution was seconded by Hagberg and was adopted.

#### **Conditional Use Permit: 1205 W Lincoln**

After asking for clarification about semi-truck traffic and weight limits on the roadways near the affected properties, Hicks offered **Resolution #102-2022** approving a Conditional Use Permit for light industrial (warehouse/distribution) in the B-6 zone at 1205 W Lincoln Avenue as requested by Bergmann (property owner Wayne Enterprises LLC), which was seconded by Hagberg and was adopted.

#### **Ordinance 27**

Ordinance 27, Eighth Series, Amending the zoning map for the property located at 432-438 Western Avenue from R-4 to B-2 as requested by SW Properties LLC was adopted by a roll call vote.

#### **Resolution of Accounts**

Fish offered a resolution authorizing the payments and claims in the amount of \$390,960.80, which was seconded by Hagberg and was adopted.

#### **Market Structure Policy Committee**

As the city prepares for the opening of the downtown market structure, plans and policies need to be finalized for the usage of the facility. A motion and second were made by Kvamme and Fish to appoint Council Members Rufer and Gustafson to serve on the Market Structure Policy Committee and the motion carried.

The meeting adjourned to a closed meeting at 5:55 pm. The meeting reconvened at 6:13 pm for a late business item.

#### **Preliminary Engineering Report**

A prospective new user and property development has inquired about the capacities of the city's wastewater system as they would be a large consumer of these services. The city got quotes for a preliminary engineering report and are recommending Bolton and Menk be retained to provide this service. The estimated cost of the report is \$87,800 and the prospective new business has offered to pay half of the cost. The city's share of the cost would be paid from the sewer fund. Hicks offered **Resolution #103-2022** authorizing Bolton and Menk to conduct a preliminary engineering report on the city's wastewater treatment plant, which was seconded by Fish and was adopted.

The meeting adjourned at 6:19 pm

*Lynne Olson*

FOR COUNCIL MEETING— MAY 16, 2022

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

Excavator

Barry Construction of Fergus Falls Inc.

Fireworks-Sales

Walmart/TNT Fireworks

Fireworks-Display

Tony Ramberg Sales for SummerFest fireworks display

Chicken

Valerie Thompson - Renewal



# Council Action Recommendation

**Meeting Date:**

May 11, 2022 – Committee of the Whole  
 May 16, 2022 – City Council

**Subject:**

P.I. No. 6079 – 2022 Sidewalk Program Rates

**Recommendation:**

- Initiate P.I. No. 6079 – 2022 Sidewalk and Driveway Program
- Approve the 2022 Sidewalk Assessment Rates

**Background/Key Points:**

Staff has reviewed the unit rates from the 2021 Sidewalk and Driveway Program along with the expected materials/construction cost increases for 2022. Staff is recommending the following unit rate adjustments for the 2022 Program.

	Remove <u>C &amp; G</u>	Remove <u>Concrete</u>	4" Concrete Walk <u>(5 feet wide)</u>	4" Concrete Walk <u>(Irregular Width)</u>	6" Concrete Walk/Drive
2021 Rate	\$18.50/L.F	\$5.50/S.F.	\$31.00/L.F.	\$6.90/S.F.	\$8.10/S.F.
Prop. 2022 Rate	\$20.00/L.F	\$5.75/S.F.	\$32.25/L.F.	\$7.00/S.F.	\$8.25/S.F.
Change	+\$1.50	+\$0.25	+\$1.25	+\$0.10	+\$0.15

	<u>Reinforcement</u>	<u>Curb &amp; Gutter</u>	Saw <u>Bituminous</u>	Saw <u>Concrete</u>
2021 Rate	\$1.75/S.F	\$32.00/L.F.	\$15.00/L.F.	\$16.00/L.F.
Prop. 2022 Rate	\$1.75/S.F	\$32.50/L.F.	\$15.00/L.F.	\$16.00/L.F.
Change	\$0.00	+\$0.50	\$0.00	\$0.00

These rates will be applied to all concrete sidewalk and driveway work within the R/W, which is initiated by a 100-percent (voluntary) petition by the property owner in the 2022 construction season. Each individual petition is written to represent the exact cost of the improvement as agreed upon utilizing the assessment rates noted herein.

**Budgetary Impact:**

The City budgets approximately \$30,000/year to cover its share of these sidewalk projects.

**Originating Department:**  
 Engineering Department

**Respectfully Submitted**  
 Brian Yavarow, P.E. – City Engineer



# Council Action Recommendation

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Page 1 of 1

**Meeting Date:**

May 11, 2022 – Committee of the Whole

May 16, 2022 – City Council

**Subject:**

MnDOT Master Partnership Contract with the City of Fergus Falls

**Recommendation:**

- Approve MnDOT Master Partnership Contract No. 1050241

**Background/Key Points:**

Replaces existing partnership contract which expires on June 30, 2022.

This is a standard umbrella contract which allows local agencies and MnDOT to exchange goods and services. It also allows MnDOT, if requested and authorized by the local agency, to deliver small, routine services to the local agencies. Examples of these services are listed in Exhibit A of the attached Master Partnership Contract.

The renewed contract would be in effect from July 1, 2022 until June 30, 2027.

**Budgetary Impact:**

None. Any services requested and/or provided by MnDOT would be financed on a per item basis with a specific, associated project.

**Originating Department:**

Engineering Department

**Respectfully Submitted**

Brian Yavarow, P.E. – City Engineer

**Attachments:**

MnDOT Master Partnership Contract

Example Resolution

**Sample Resolution**

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

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

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

Therefore, be it resolved:

1. That the [City/County/Other Local Government] of [ ] enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the [Board/Council].
2. That the proper [City/County/Other Local Government] officers are authorized to execute such contract, and any amendments thereto.
3. That the [City/County/Other Local Government] [Engineer/Title of Other Official] is authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and that the [City/County/Other Local Government] [Engineer/Title of Other Official] may execute such work order contracts on behalf of the [City/County/Other Local Government] of [ ] without further approval by this [Board/Council].

Approved this [Day] day of [Month], 20[XX].

Attest:

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

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

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



STATE OF MINNESOTA  
MASTER PARTNERSHIP CONTRACT

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the “State” and the Fergus Falls City, acting through its City Council, in this contract referred to as the “Other Party.”

**Recitals**

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1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this contract is a “road authority” as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a “Work Order” contracts.
7. After the execution of this MPC, the parties may (but are not required to) enter into “Work Order” contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

**Contract**

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1. **Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms**
  - 1.1. **Effective Date:** This contract will be effective on July 1st, 2022, or upon the date last signed by all State officials as required under Minn. Stat. § 16C.05, subd. 2, whichever occurs last. The Other Party must not begin work under this Contract until ALL required signatures have been obtained and the Other Party has been notified in writing to begin such work by the State’s Authorized Representative.
  - 1.2. **Expiration Date.** This Contract will expire on June 30, 2027.
  - 1.3. **Exhibits.** Exhibit A is attached and incorporated into this agreement.
  - 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Other Party) for each particular engagement, except for Technical Services provided by the State to the Other Party as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully

executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. The Other Party understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.

- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.
- 1.7. **Definition of "Providing Party" and "Requesting Party".** For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. "Requesting Party" is defined as the party requesting the other party to perform work under a work order contract. "Providing Party" is defined as the party performing the scope of work under a work order contract.

## 2. Technical Services

- 2.1. Technical Services include repetitive low-cost services routinely performed by the State for the Other Party. If requested and authorized by the Other Party, these services may be performed by the State for the Other Party without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.
  - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract (If you have questions regarding whether a service is covered under 2.1.1, please contact Contract Management).
- 2.2. The Other Party may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Other Party if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State's normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Other Party the State's then-current rate for performing the Technical Services. The then-current rate may include the State's normal and customary additives. The State will invoice the Other Party upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

## 3. Services Requiring a Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.
- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services "means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task." Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) cultural resources, engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing

relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party's professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.

- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party's own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Other Party will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although "on call" work orders may be prepared for certain types of services, especially for "Technical Services" items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced. The Other Party will not be paid for work performed prior to execution of a work order contract and authorization by the State.

#### 4. Responsibilities of the Providing Party

- 4.1. **Terms Applicable to ALL Work Order Contracts.** The terms in this section 4.1 will apply to ALL work order contracts.
  - 4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.
  - 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will

furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.

- 4.1.3. If the Other Party is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Other Party to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. **Additional Terms for Roadway Maintenance.** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
  - 4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
  - 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
  - 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. **Additional Terms for Construction Administration.** The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.
  - 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.
  - 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
  - 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
  - 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
  - 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
  - 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.
  - 4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.

- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Other Party will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Other Party must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Other Party is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
  - a. The Other Party will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Other Party, or its contractor, if work is suspended or stopped due to any such condition or concern.
  - b. The Other Party will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
  - c. The Other Party will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.
  - d. All improvements constructed on the State's right-of-way will become the property of the State.

**5. Responsibilities of the Requesting Party**

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Other Party copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

**6. Time**

- 6.1. In the performance of project work under a work order contract, time is of the essence.

**7. Consideration and Payment**

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
- 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Other Party under all work order contracts issued pursuant to this MPC will not exceed \$150,000.00.
- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Other Party will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.
- 7.4. **Payment**
  - 7.4.1. **Generally.** The Requesting Party will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.
  - 7.4.2. **Payment by the Other Party.**
    - a. The Other Party will make payment to the order of the Commissioner of Transportation.
    - b. **IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.**
    - c. Remit payment to the address below:  
MnDOT  
Attn: Cash Accounting  
RE: MnDOT Contract Number 1050241W[XX] and Invoice Number: 00000[#####]  
(see note above)  
Mail Stop 215  
395 John Ireland Blvd  
St. Paul, MN 55155
  - 7.4.3. **Payment by the State.**
    - a. **Generally.** The State will promptly pay the Other Party after the Other Party presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.
    - b. **Retainage for Professional and Technical Services.** For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Other Party has satisfactorily fulfilled all the terms of the work order contract.

## 8. Conditions of Payment

- 8.1. All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and

regulations. The Providing Party will not receive payment for work found by the Requesting Party to be unsatisfactory or performed in violation of federal or state law.

**9. State's Authorized Representative and Project Manager**

- 9.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.
- 9.2. The State's Project Manager will be identified in each work order contract.

**10. Other Party's Authorized Representative and Project Manager**

- 10.1. The Other Party's Authorized Representative for administering this master contract is the Other Party's Engineer, and the Engineer has the responsibility to monitor the Other Party's performance. The Other Party's Authorized Representative is also authorized to execute work order contracts on behalf of the Other Party without approval of each proposed work order contract by its governing body.
- 10.2. The Other Party's Project Manager will be identified in each work order contract.

**11. Assignment, Amendments, Waiver, and Contract Complete**

- 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.
- 11.2. **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and contracts between the State and the Other Party. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

**12. Liability**

- 12.1. Each party will be responsible for its own acts and omissions to the extent provided by law. The Other Party's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

**13. State Audits**

- 13.1. Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

**14. Government Data Practices and Intellectual Property**

- 14.1. **Government Data Practices.** The Other Party and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Other Party under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Other Party or the State.
- 14.2. **Intellectual Property Rights**



14.2.1. **Intellectual Property Rights.** The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party's ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

14.2.2. **Obligations with Respect to Intellectual Property.**

- a. **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- b. **Representation.** The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

**15. Affirmative Action**

- 15.1. The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Other Party is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Other Party lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:
- 15.2. **Covered Contracts and Contractors.** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

- 15.3. **Minn. Stat. § 363A.36.** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 15.4. **Minn. R. Parts 5000.3400-5000.3600.**
- 15.4.1. **General.** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 15.4.2. **Disabled Workers.** The Contractor must comply with the following affirmative action requirements for disabled workers:
- a. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  - b. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  - c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  - d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
  - e. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 15.4.3. **Consequences.** The consequences for the Contractor’s failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- 15.4.4. **Certification.** The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

## 16. Workers’ Compensation

16.1. Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

**17. Publicity**

17.1. **Publicity.** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Other Party individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.

17.2. **Data Practices Act.** Section 17.1 is not intended to override the Other Party's responsibilities under the Minnesota Government Data Practices Act.

**18. Governing Law, Jurisdiction, and Venue**

18.1. Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**19. Prompt Payment; Payment to Subcontractors**

19.1. The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Other Party lets a contract for work pursuant to any work order, the Other Party must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Other Party for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

**20. Minn. Stat. § 181.59.**

20.1. The Other Party will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

**21. Termination; Suspension**

21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Other Party. Upon termination, the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

21.2. **Termination by the Other Party for Convenience.** The Other Party may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination,

the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 21.3. **Termination for Insufficient Funding.** The State may immediately terminate or suspend this MPC and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Other Party. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Other Party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Other Party notice of the lack of funding within a reasonable time of the State's receiving that notice.

**22. Data Disclosure**

- 22.1. Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Other Party consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Other Party to file state tax returns and pay delinquent state tax liabilities, if any.

**23. Defense of Claims and Lawsuits**

- 23.1. If any lawsuit or claim is filed by a third party (including but not limited to the Other Party's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Other Party will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Other Party will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Other Party will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Other Party, and will not be bound by the terms of any settlement entered into by the Other Party except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

**24. Additional Provisions**

- 24.1. NONE

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**OTHER PARTY**

The Other Party certifies that the appropriate person(s) have executed the contract on behalf of the Other Party as required by applicable articles, bylaws, resolutions or ordinances.

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

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

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

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

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

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

**COMMISSIONER OF TRANSPORTATION**

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

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

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

**COMMISSIONER OF ADMINISTRATION**

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

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

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

Date: 3/28/2022

Source Code	Title	Description
1735	Bituminous Plant Inspection	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with bituminous plant inspection.
2830	Bridge Bearing Assemblies	All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffic
2819	Bridge Curb, Walk And Railing	Repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and median barriers on bridges. Includes related traffic control.
2820	Bridge Deck	Work associated with bridge deck and slab repair regardless of removal depth or type of material used for patching. Includes deck or slab overlays and replacements and underside deck delamination. Includes related traffic control.
2838	Bridge Deck Crack Sealing	All tasks related to deck crack sealing. Includes related traffic control.
2827	Bridge Expansion, Relief Joints	All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device bolts and replacing seal glands. Includes related traffic control.
2855	Bridge Inspection Direct Support	Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance. All bridge inspection tasks for non-MnDOT bridges funded by the federal Fracture-Critical Bridge Program (Project Code will begin with TSL and with the local bridge number). Includes related inspection reports. For MnDOT Trunk Highway bridges (Project Code begins with TSO followed by the bridge number) and local and Department of Natural Resources (DNR) (bridge number begins with 9A follow by bridge number) bridge inspections to be billed to the local government or Department of Natural Resources (DNR) use Source Code 2824.
2828	Bridge Inspection-Federal Fund	All tasks related to inventory, inspection, and load capacity rating work done on trunk highway bridges to meet the requirements of the National Bridge Inspection System and/or Minnesota Bridge Safety Inspection Program or for billing to local governments. Includes related inspection reports and deck condition surveys.
2824	Bridge Inspection-Non-Federal	
1421	Bridge Management System Operation/Administration/Data	Use for tasks related to the Bridge Management System, including operations, administration, or data entry.
2847	Bridge Poured/ Relief Joint Seal	All tasks associated with resealing bridge construction joints. Includes related traffic control. Related source type codes: Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance). All tasks to repair any bridge component above the bridge seat that is not included in other source codes. Includes repairs to all types of bridge superstructure elements such as girders, beams, floor beams, trusses, stringers, t-beams, precast channels, and box girders. Includes related traffic control.
2829	Bridge Superstructure	
2316	Brush & Tree Removal	Maintaining, watering, trimming, and removing highway right of way tree and brush. Includes chipping of tree limbs and stump removal/grinding. Includes related traffic control.
0032	Business Unit Management	All expenses of business/office managers for general management and administration of support functions. includes administering central facilities maintenance and facilities capital budgets.
3000	Class Of Frequency Coordination	Use for frequency coordination done with APCO, AASHTO or FCCA.

Source Code	Title	Description
1733	Concrete Plant Inspections	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with stationary concrete plants or mobile concrete paving plant inspection.
1734	Construction Materials Inspections	Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete, reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices).
1802	Construction Surveying	Use for surveys to provide staking for the contractor's operations and for any other construction phase surveying
2106	Crack Sealing	All surface crack sealing, crack filling, or rout and seal operations. Includes related materials, hauling, stockpiling, and traffic control.
3023	Elec Comm Eq Rep - Miles	
0400	Equipment Calibration-Mat Insp	Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects.
1800	Field Inspection	All construction project field inspection (not cyclical inspection of assets), including preparatory plans & spec review, measurement, and verification other than environmental monitoring. Includes field inspection of materials such as gradations, densities/DCP, proctors, compaction, slump tests, and field air tests. Witnessing claims, determination and computation of pay quantities, materials control and certification for progress vouchers, but not for final payments. Includes collecting and transporting samples for lab tests, but not the actual laboratory verifications. Includes all construction phase project related activities for project and resident engineers such as problem resolution, guidance and direction to field technicians. Includes all miscellaneous field engineering expenses used by district offices such as space rental, utilities, or other costs charged to the construction project Includes all work associated with evaluation of implementation of intelligent compaction devices to determine if construction contract terms have been met.
1040	Final Design Surveys	All district field and office tasks needed to respond to supplemental "Requests for Survey Data" and add the data to the surveys base map or DTM.
0601	Gen Training Preparation - Delivery	Use for time, materials, and travel expenses when developing or delivering training. Includes course preparation, designing materials, and managing training records.
2210	Guardrail-Install/Repair/Maintenance	Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. includes related traffic control.
2624	Indirect Expense	Indirect shop expenses and shop equipment. Allocate to mobile equipment.
1871	Lighting Maintenance & Utilities	All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes repairing, maintaining, or replacing supports necessary for roadway lighting luminaries. Includes patrol highway lighting, inspect lighting structures, electrical service for highway lighting, re-lamping, pump stations, anti-icing systems, truck roll-over warning systems and electrical repairs. Includes traffic control in support of roadway lighting activities. Use for tasks related to public inquiries/complaints, review utility billings, provide data, and conduct field reviews.



Source Code	Title	Description
1875	Locate One Call	Finding and marking locations of buried conduit, cables, hand holes, loops, etc. in order to maintain or repair the traffic management system, signal systems, or roadway lighting systems.
1732	Material Testing & Inspection	Performing construction phase and research physical and chemical laboratory testing, and related technical services in the districts and central labs, and for performing research and construction phase non-destructive testing materials surveys, and related technical services in the field and offices. Includes detour surveys. Non-destructive tests include, skid resistance and falling weight deflectometer (FWD) testing.
2660	Misc Revenue	Used only by Office of Financial Management for billing and deposit transactions and to record payments to the department for gravel sold to contractors and others.
2822	Miscellaneous Bridge Maintenance	Miscellaneous maintenance tasks performed on a specific bridge or structure not covered by other source codes. Includes work on items such as stairways, drains, fencing, light bases, transient guards, and access doors. Includes transient removal, ordering materials, and picking up equipment. Includes related traffic control.
3049	On Call Electronic Communications Infrastructure Maintenance	To be used by Statewide Radio Communications personnel to record on-call time.
2142	Overhead Sign Panel Maintenance	Work related to the repair and replacement of overhead sign panels, extruded sign panels mounted on I-beams, and overhead sign structures. Includes related cable locates and traffic control. Does not include structural work.
2102	Patching	Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching
1520	Pavement Management System	For tasks related to the operation of the pavement management system, including development and maintenance/technical support. Includes tasks to meet needs external to MnDOT.
2406	Plowing & Material Application	Shoulder to shoulder snow removal operation, winging back, snow blowing drifts, and the application of de-icing chemicals using mobile equipment. Includes changing cutting edges during event and related traffic control.
3005	Radio - Mobile Equipment	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency (State Patrol, DNR, BCA, Fire Marshall). See OSRC Project Code list.
3027	Radio Programming	Creating or modifying radio frequency programs and programming mobile and portable radios. Does not include mobile radios used as fixed base radios as part of the Inter-OP System (Use 3009).
3002	Radio/Electronic Infrastructure	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency; Department of Public Safety (DPS) includes State Patrol (SP) Bureau of Criminal Apprehension (BCA), Fire Marshall); does not include Department of Natural Resources (DNR). See OSRC Project
3007	Radio/Electronic System Engineering	Use for design of microwave, radio and miscellaneous electronic systems.
3009	Radio/Electronic System Upgrade & Installation	Use for the installation and other services needed to provide major system upgrades or improvements to wireless or electronic systems. Use for all work performed to correct or repair deficiencies found in a new installation.
1716	Record Sampling	Used by Materials and Research Section and district materials staff to verify inspector" sampling and testing procedures and checking inspectors' equipment during project construction as required by FHWA. Use when performing field tests on split sample.

Source Code	Title	Description
2222	Sign/Delineation/Marker Repair	Replacing, repairing, and washing signs (including temporary stop signs). Includes re-sequencing intersection signing and repair/replace overhead and extrude signs mounted on I-beams. Includes related cable locates and traffic control.
1182	Soils/Foundation Field/Laboratory Tests	All laboratory testing necessary to provide geotechnical information to complete roadway soils recommendations and approvals for use in the development of Final Design Plans and Special Provisions. Lab work includes R-value, resilient modulus, soil classification, gradation, proctor testing, unconfined compression, consolidation, direct simple shear, direct shear, permeability and triaxial tests.
1879	State Furnished Materials	Use to record labor hours, equipment usage, and material costs to supply state furnished materials to a state road construction project with federal participation.
1738	State Project - Specific Materials Inspection	Performing material inspection and engineering for materials designated for a specific construction project (SP). Generally applies to inspection of such things as structural steel, prestressed concrete items, and most precast concrete items and related technical services in the field and offices when related to a particular SP. Use for SP specific tasks related to performing the review of shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering and technical services in the field and offices).
1434	Structural Metals Inspection-Non DOT	Reviewing shop drawings furnished by suppliers, fabricators, and contractors (working drawing or calculations), and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices) for local agency projects.
2629	Supplies & Small Tools	Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit.
0152	Support Services	Work that supports general office management, system management such as entering data into SWIFT, PPMS, PUMA and other MnDOT systems, attending staff meetings and other indirect support activities.
1312	Tech Assist-Outside MnDOT	Use when providing technical assistance to an organization external to MnDOT.
3025	Tower/Building Maintenance	Use for all tasks related to the maintenance of a tower building or site. Includes towers, buildings, generators, LP system, fencing, landscaping, grounding, ice bridge, cable management, climbing ladders, card key systems, and HVAC.
1876	Traffic Counting	Use to record labor, equipment usage, and material costs for activities related to traffic counts made for statewide traffic monitoring or traffic operations. Includes all activities related to traffic counting, such as taking requests, assigning priorities, collecting field data, processing data, and developing new techniques for collection.
1501	Traffic Management System (TMS)	Used by traffic operations staff for all tasks that support the RTMC's operations center (or TOCC) providing traveler information, managing incidents and monitoring the FMS. Includes dynamic message sign maintenance, ramp meter maintenance, camera maintenance, and loop detection activities. Includes maintenance activities related to any ITS or TMS device such as RTMC cables, monitor wall, switchers, routers, or modems. Use to record all costs for maintenance activities related to traffic management fiber optics. Use for tasks related to maintaining traffic operations software including minor software enhancements and fixes. Use when providing traffic operations technical assistance external to MnDOT. Use with

Source Code	Title	Description
1513	Traffic Management System (TMS) Integration	For tasks associated with the incorporation of new and existing TMS devices (cameras, loops, DMS, and other ITS devices) into existing infrastructure to ensure proper operation. Use with the Construction/Program Delivery Appropriation.
1500	Traffic Mgt System Maintenance	Used by staff to maintain various Intelligent Transportation System (ITS) devices such as dynamic message signs, ramp meters, cameras, detection, cables, RICWS, video wall monitors, switches, routers or modems. Used to record all costs for maintenance activities related to traffic management fiber optics. Not to be used for Lighting or Traffic Signal maintenance.
1721	Traffic Sign Work Orders	Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T790081).
2863	Traffic Signal Inspection	Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control.
1870	Traffic Signal Maintenance	Work related to the structural repair and replacement of traffic signal system structures and all electrical maintenance for traffic signal systems including electrical power, labor, equipment materials, GSOC locates, traffic control and responses to public inquiries.
2834	Waterway Maintenance	All tasks related to waterway maintenance for deck bridges. Includes debris removal, waterway cleanup, channel repair, and channel protection repair that is not part of slope protection. Includes related traffic control.



# Council Action Recommendation

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Page 1 of 1

**Meeting Date:** 5-11-22

**Subject:** Ferber Park Mtn. Bike Trail Expansion

**Recommendation:** Pass a resolution agreeing to participate in the cost of an archaeological investigation..

**Background/Key Points:** Pedal Fergus Falls applied for and received notice of award of a \$75,000 grant to expand the trail system in the mountain bike park. The grant required a \$25,000 match which Pedal Fergus Falls raised through private donations. A requirement of MN DOT on this project, given the location, is an archaeological investigation. MN DOT contracts with a firm, holds the contract and provides 80% of the funding for the investigation.

**Budgetary Impact:** The City's 20% share of the cost will be paid for out of the Park Dept. capital outlay funds in the amount of \$5,530.49.

**Originating Department:** Public Works/Parks Div.

**Respectfully Submitted:** Len Taylor

**Attachments:** Agreement, sample resolution

April 28, 2022  
MN-0150

Jake Foss  
Archaeologist  
Minnesota Department of Transportation  
Cultural Resources Unit  
395 John Ireland Boulevard, Mail Stop 620  
St. Paul, MN 55155-1899

**Subject:** Proposal – Phase Ia Archaeological Literature Search and Phase I Archaeological Survey Investigation for the City of Fergus Falls Ferber Park Mountain Bike Trail Project (Project NRTP 0005-21-1B), Otter Tail County, Minnesota

Dear Mr. Foss,

Commonwealth Heritage Group, Inc. (Commonwealth) is pleased to present the following proposal and cost estimate to the Minnesota Department of Transportation (MnDOT) for the City of Fergus Falls Ferber Park Mountain Bike Trail Project (Project) in Otter Tail County, Minnesota.

### **Scope**

Commonwealth proposes to complete a Phase Ia Archaeological Literature Search and Phase I Archaeological Survey for a MnDOT-defined amorphous archaeological area of potential effects (APE), which consists of approximately 31.1 acres of mixed woodland, agricultural field, and wetland environments. The APE is about 1 mile north of downtown Fergus Falls just off of Co. Hwy 111. Commonwealth understands that survey will include investigation of the entire APE as described in comments from MnDOT on 04/26/2022. Commonwealth's proposal is based on pedestrian survey of the entire APE, but only completing intensive shovel test survey in high and medium potential areas of the APE as defined through coordination between MnDOT and Commonwealth. Fortunately, extant mountain bike trails within the APE should afford good ground surface visibility for the portions of the mixed woodland portion of the survey. If a larger APE ends up needing survey Commonwealth would work with MnDOT and the City of Fergus Falls to amend the scope. Commonwealth's proposal does not include an estimate for Phase II archaeological evaluation of identified sites, archaeological monitoring, or Tribal coordination, engagement, or coordination effort in the project.

Commonwealth understands that this project is federally funded. As such, Commonwealth understands that the work, and its products, will be subject to review under 36 CFR Part 800 (Section 106).

## **Description of Services**

Stephen Sabatke, an SOI-qualified archaeologist, will act as the Principal Investigator for the Phase Ia Archaeological Literature Search and Phase I Archaeological Survey. Stephen will be assisted by Jeff Pulvermacher, also an SOI-qualified archaeologist, for the Phase I Inventory Survey of the project. Jeff Pulvermacher will also assist Stephen as needed on other aspects of the project to complete tasks as directed by him. Should cultural materials be recovered during the Project, Commonwealth will work with the City of Fergus Falls, MnDOT, and OSA under the terms of the Phase I survey license to gain permission to transfer the artifacts to Commonwealth's Milwaukee, Wisconsin office for processing, if needed. As part of this effort, Commonwealth will provide the services as outlined below to the City of Fergus Falls and MnDOT.

### **Task 1 – Limited Project Management and Internal Quality Assurance/Quality Control Effort**

Commonwealth will provide a small number of hours to help MnDOT on project management related tasks as necessary and as directed by MnDOT to complete. These tasks could be related to, but are not limited to, attendance at a kickoff meeting, attendance at other planning meetings, coordination with specific landowners to share information about accessing their property, etc. Based on a conversation with MnDOT on 4/26/2022, MnDOT confirmed the land is owned by the City of Fergus Falls and therefore a MN OSA Archaeological License will be need in order to complete the work. In addition, Commonwealth will provide a limited number of hours for a senior DOT-experienced manager (Dr. Brandon Gabler, RPA) to provide quality assurance and quality control on the overall project and the products it produces.

### **Task 2 – Phase Ia Archaeological Literature Search**

Commonwealth will complete background research for the archaeological survey area plus a 1-mile radius to develop both the archeological land-use history and relevant historic contexts. This background research will include:

- If they can be obtained, a review of previous surveys and sites on record at the Minnesota State Historic Preservation Office (SHPO). With current Covid restrictions in the state this may not be possible as this agency is closed to the public. However, at the very least the SHPO will be contacted in order to provide a list of the sites and surveys found within the study area.
- A review of inventoried properties found online at the Office of the State Archaeologist (OSA) Portal website managed by the OSA. These records from the OSA should be similar to those that can be obtained from the SHPO, but may not be exactly identical and that is why Commonwealth will ask, as stated in the first bullet, for the records that SHPO has for the area.
- Commonwealth doesn't anticipated coordinating with the Minnesota Indian Affairs Council (MIAC) directly for any information on sites they may have, but will look at the OSA Portal information that specifically identifies MIAC locations of concern.
- A review of published and unpublished sources that may include but are not limited to:
  - o Historic maps (historic plat maps, Sanborn fire insurance maps, real estate maps)
  - o Historic aerial imagery, including images available from MnDOT if available
  - o County and local histories
  - o Census documents
  - o City or local directories
  - o Assessors' records
  - o Permitting records
  - o Newspapers and oral accounts

- Other materials as identified.

### **Task 3 – Phase I Archaeological Survey**

Commonwealth will conduct formal Phase I archaeological survey for the entire APE. Commonwealth anticipates completing pedestrian survey of the entire APE, but only completing intensive shovel test survey in high and medium potential areas of the APE as defined through coordination between MnDOT and Commonwealth.

The Phase I survey methodology will adhere to the *MnDOT Cultural Resources Unit's (CRU's) Project and Report Requirements* (2017) as well as the *SHPO Manual for Archaeological Projects in Minnesota* and the *OSA Manual for Archaeological Projects in Minnesota*. In line with MnDOT's direction and current state regulations, Commonwealth will work with the OSA to secure a license for this project effort. Commonwealth will inform MnDOT about this process as needed. As directed by MnDOT Commonwealth does not anticipate interacting with any Tribal parties directly, but will instead let MnDOT take the lead on consulting with Tribal parties.

The Phase I Archaeological Survey will consist of pedestrian walkover survey of the APE and limited subsurface testing using shovel test excavations in high and medium potential areas of the APE as defined through coordination between MnDOT and Commonwealth. All areas of the APE, regardless of ground surface visibility, will be subject to pedestrian survey conducted along 15-m transects. Fortunately, the APE has some extant mountain bike trails on it that will provide good ground surface visibility. Shovel test pits (STPs) within the high and medium potential portions of the APE will be excavated at 15-m intervals when appropriate, though it is recognized that high potential areas may narrow that gap between STPs causing the standard STP interval to be decreased. STPs will not be excavated in areas: of greater than 20 percent slope, of existing wetlands, with clear prior disturbance (gravel pits, yards of houses, utility corridors etc.) or saturation (hydric soils/wetlands), areas that consist of impermeable surfaces (pavement or heavily compacted gravels), prohibited by utility installation, or known or likely to contain human burials. Judgmental STPs or soil borings may be excavated to confirm suspected disturbance. STPs will typically be 35–40 cm in diameter and excavated to sterile subsoil, which is typically encountered not more than 50–60 cm below surface. Soil from each STP will be passed through 0.25-inch hardware cloth to recover any artifacts. Information on the soils observed in each STP is recorded on a standardized form to assist with interpretation of how the site deposits formed over time. Excavated soil will then be returned to each STP and tamped down. If needed, STPs positive for archaeological materials (artifacts or features) will be delineated by excavating additional shovel tests at 5-m intervals around the positive test (or series of positive tests) in each direction when possible until two consecutive negative tests, or the edge of the APE, are reached. However, because of the nature of the project the resolution of site boundary may not need to be as accurate as in another situation as the project plans to avoid site locations through design modification. Hence, if a STP positive for archaeological materials is identified parallel planned 15-m transects will be completed first to see if that gives an accurate enough boundary for the site. In situations where the project area truncates a site, shovel test intervals may be reduced or not completed as judged appropriate by the PI in the field. All STPs will be numbered, with observations recorded individually on project forms and tied to project maps. The type of survey coverage (shovel testing versus pedestrian survey) and ground surface conditions, including disturbances, will also be recorded on project maps.

The location of archaeological sites will be recorded on project maps. Site boundaries will be based on the surface distribution of artifacts, STPs containing artifacts, and historic map review. All identified



sites will be photographed in color and plotted using GPS technology. Commonwealth will collect all prehistoric archaeological materials at each site. If artifacts are recovered Commonwealth will work with City of Fergus Falls, with assistance from MnDOT if needed, to secure permission to remove the artifacts from the landowner's property so that the artifacts collected can be processed and analyzed at their archaeology laboratory in Milwaukee, Wisconsin. Commonwealth has provided for in this scope the recovery up to 25 artifacts in total. If more than 25 artifacts are recovered Commonwealth will work with MnDOT to amend or revise the scope at the time this work effort is determined to be needed.

#### **Task 4 – Phase I Archaeological Survey Report**

The results of the Phase I survey will be provided in a formal report that will adhere to the *MnDOT CRU's Project and Report Requirements (2017)* as well as the *SHPO Manual for Archaeological Projects in Minnesota* and the *OSA Manual for Archaeological Projects in Minnesota*.

All recovered artifacts will be cleaned, processed, and analyzed. To the extent feasible, artifacts will be classified according to chronology and/or cultural affiliation, function, and raw material. An inventory will be produced for inclusion in the report and will be generated using Commonwealth's computerized database developed for archaeological collections. The types and quantities of artifacts will be integrated into the report on a site-by-site basis to help evaluate site significance. The City of Fergus Falls owns the land so all artifacts are anticipated to be processed for curation and curated at the Minnesota State Historical Society (MHS). Commonwealth has provided for in this scope the analysis of up to 25 artifacts in total. If more than 25 artifacts need analysis and/or curation Commonwealth will work with MnDOT to amend or revise the scope at the time this work effort is determined to be needed.

Commonwealth will make recommendations regarding National Register of Historic Places (NRHP) eligibility, or the need for Phase II evaluation, of identified sites based on the information gathered during the Phase I Archaeological Survey.

At a minimum, the report will include the following sections:

- Management summary
- Introduction
- Methods/Research Design
- Literature Search
- Results
- Summary and Recommendations
- References Cited/Bibliography

#### **Deliverables**

##### **Phase I Archaeological Survey Report**

Commonwealth will submit one (1) electronic copy of the draft Phase I Archaeological Survey report to MnDOT and the City of Fergus Falls within 60 days following the completion of the fieldwork. If requested, Commonwealth will provide a copy of the daily journal, field notes, and laboratory notes to the MnDOT CRU Project Manager with the draft report. Within 30 days of receipt of comments and/or acceptance of the draft Phase I report from the MnDOT CRU Project Manager or the City of Fergus Falls, Commonwealth will furnish a final report to the MnDOT CRU Project Manager and the City of Fergus Falls incorporating the draft report comments received. Commonwealth will work with MnDOT to submit the report in the format they desire which may include up to three (3) unbound hard copy



originals, one (1) electronic file in Microsoft Word or a compatible format, and one (1) electronic file in PDF format. Commonwealth will provide the City of Fergus Falls one (1) electronic file in PDF format of the final report. As needed the report for the City of Fergus Falls will withhold certain locational information to protect sensitive cultural resource information from public view. An electronic file (.PDF) of each archaeological site form will be submitted with the final report to MnDOT, but not to the City of Fergus Falls for confidentiality requirements. Each digital site form shall be named by the official state site number. GIS data meeting MnDOT standards will be submitted along with the Phase I draft report.

Official state site numbers will be used in all final reports and in the GIS data. No final report will be approved without the official state site numbers being used therein. The archaeological site form will be submitted along with the draft report for review and comment.

If artifacts are recovered, Commonwealth will inform MnDOT CRU Project Manager of progress involving curation tasks. However, in general and if needed, Commonwealth will provide written documentation confirming that curation requirements have been met and understand that this documentation will be needed before final payment will be processed. When triggered, Commonwealth will ensure curation of project material will meet the standards outlined in 36 CFR 79 and will submit a copy of the curation receipt to the MnDOT CRU Project Manager prior to final payment.

### **Assumptions**

- That there will be one, 1-hour, kickoff meeting to coordinate this effort with MnDOT and any other participating parties. Commonwealth anticipates this meeting will be held via tele-conference.
- That the project schedule will in general be set for Archaeological Survey to occur in mid-summer of 2022.
- Commonwealth will work with MnDOT and the City of Fergus Falls to obtain final digitally georeferenced files (e.g., Google Earth .kmz or ArcGIS shapefile) depicting the APE and anticipated bike trail route to be surveyed. Commonwealth, MnDOT, and the City of Fergus Falls will do their best to secure this information prior to conducting the Literature Search or any other of the phases of work for this effort. If the georeferenced files depicting the APE or bike trail route to be surveyed cannot be secured prior to this effort starting Commonwealth will work with MnDOT and the City of Fergus Falls to figure out a solution for moving forward.
- If there are extensive changes to the APE, Commonwealth will work with MnDOT and the City of Fergus Falls to revise the work effort for this contract.
- The anticipated APE to be surveyed for the purposes of this proposal is approximately 31.1 acres of mixed woodland, agricultural field, and wetland environments that currently has some developed mountain bike trails on it that have good ground visibility. The entire APE is anticipated to be surveyed via pedestrian survey techniques with limited intensive shovel testing in the high and medium potential areas of the APE as defined by MnDOT. The APE to be surveyed is in Ferber Park near the City of Fergus Falls.
- Commonwealth will work with the City of Fergus Falls and MnDOT to obtain permission to enter areas identified as needing access for the project and to remove artifacts from the property if found. Commonwealth assumes that since the APE is entirely owned by the City of Fergus Falls they will grant permission for access of the whole APE. Commonwealth will keep MnDOT informed of this effort. If permissions cannot be secured prior to fieldwork Commonwealth will work with MnDOT

and the City of Fergus Falls to resolve; Commonwealth will not enter the APE without access permission.

- Commonwealth will contact Gopher State One-Call to arrange for marking of utilities in areas where excavations may occur.
- Up to a total of 100 shovel tests will be excavated for this effort.
- No more than three (3) newly identified archaeological sites will be found, and no more than 25 artifacts will be collected for processing. The sites are not anticipated to be deeply buried and therefore will not require adherence to MnDOT's Deep Test Protocol. Additional sites and artifacts will be recorded and collected but will necessitate a contract amendment.
- Commonwealth anticipates that up to one box of artifacts will need to be curated at MNHS for this effort. If additional boxes are needed due to the collected artifacts (number, size, etc.), Commonwealth will amend the fee with MnDOT.
- Commonwealth will make recommendations regarding the NRHP eligibility of the identified sites based on the information gathered during the Phase I Archaeological Survey. Commonwealth will provide recommendations for Phase II Archaeological Evaluation if needed.
- No Architecture/History Resource work is anticipated for this effort.
- No field visits will be undertaken during periods when inclement weather is present (e.g., heavy precipitation, snow cover, frozen ground, river cresting, etc.). An abundance of inclement weather may require a contract extension regarding the fieldwork completion date.
- No survey for Traditional Cultural Properties (TCPs) will be conducted as part of this effort.
- No hazardous materials will be encountered.
- No human remains will be encountered.
- There will be no more than one (1) round of revisions to the Phase I Archaeological Survey report.
- Any change to the Scope of Work that affects these assumptions will require a contract modification to adjust the fee.

### **Price and Budget**

Commonwealth proposes to start the work outlined in this proposal for the time and materials, not-to-exceed cost, of \$27,652.46 within 60 days of notice to proceed. Estimated costs are outlined in the attached budget.

We appreciate your consideration of Commonwealth for this project and look forward to the prospect of being of service. Should you have any questions or wish to discuss the project further, please do not hesitate to contact me at our Minneapolis office at (763) 354-9313, or at [ssabatke@chg-inc.com](mailto:ssabatke@chg-inc.com).

Sincerely,



Stephen Sabatke  
Regional Director/Heritage Inspection Lead  
Commonwealth Heritage Group, Inc.

Cc: Andrew Weir, President

*This proposal contains pricing and other information confidential and proprietary to Commonwealth Heritage Group, Inc. Disclosure of this proposal's contents to persons or organizations outside MnDOT is not authorized without specific written permission of Commonwealth Heritage Group, Inc. All technical specifications and costs in this proposal are valid for 90 days*

**City of Fergus Falls Ferber Park Mountain Bike Trail - MN-0150**

Labor										
			Task 1 - Project Management, OSA License, and QA/QC	Task 2 - Archaeological records search and Lit search report	Task 3 - Archaeological reconnaissance fieldwork	Task 4 - artifact analysis and curation	Task 5 - Site from preparation	Task 6 - GIS deliverables preparation	Task 7 - Draft report (with one round of CRU comments) and Final report preparation and delivery	TOTAL
1. Salary & Wages	Title	Raw Rate								TOTAL
Gabler, Brandon	Chief Operating Officer	\$ 50.02	4.00							4.0
Raby, Sonda	Senior Accounting Manager	\$ 37.94	4.0							4.0
Sabatke, Stephen	Regional Director (MN)	\$ 48.44	40.0	4.0	50.0	2.0	4.0		16.0	116.0
Hulit, Elissa	Geospatial Services Manager	\$ 29.38		4.0			4.0	4.0	4.0	16.0
Pulvermacher, Jeff	Principal Investigator	\$ 25.73		24.0	50.0	32.0	14.0		24.0	144.0
<b>Subtotal</b>			<b>48.0</b>	<b>32.0</b>	<b>100.0</b>	<b>34.0</b>	<b>22.0</b>	<b>4.0</b>	<b>44.0</b>	<b>284.0</b>
<b>2. General and Administrative*</b>										
Raw Labor			\$2,289.44	\$928.80	\$3,708.50	\$920.24	\$671.50	\$117.52	\$1,510.08	
Labor x 118.66 %		1.1866	\$2,716.65	\$1,102.11	\$4,400.51	\$1,091.96	\$796.80	\$139.45	\$1,791.86	
<b>Subtotal</b>										<b>\$12,039.34</b>
<b>3. Fixed Fee</b>										
Labor + General and Administrative X .1		0.100	\$500.61	\$203.09	\$810.90	\$201.22	\$146.83	\$25.70	\$330.19	
<b>Subtotal</b>										<b>\$2,218.54</b>
<b>Total Labor</b>			<b>\$5,506.70</b>	<b>\$2,234.01</b>	<b>\$8,919.91</b>	<b>\$2,213.42</b>	<b>\$1,615.13</b>	<b>\$282.67</b>	<b>\$3,632.14</b>	<b>\$24,403.96</b>
<b>Direct Expense</b>										
<b>4. Transportation</b>										
		<b>Rate</b>				<b>Quantity</b>				<b>Total</b>
Gas (for rental vehicles only)		\$ 50.00	0	0	5	0	0	0	0	5
Commercial Rentals—at cost		\$ 120.00	0	0	6	0	0	0	0	6
<b>Subtotal</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$970.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$970.00</b>
<b>5. Meals and Lodging</b>										
		<b>Rate</b>				<b>Days</b>				<b>Total Days</b>
Lodging—Fergus Falls		\$ 110.00	0	0	10	0	0	0	0	10
Per Diem M&IE—Fergus Falls		\$ 36.00	0	0	10	0	0	0	0	10
<b>Subtotal</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,460.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,460.00</b>
<b>6. Production Costs</b>										
		<b>Rate</b>				<b>Quantity</b>				<b>Total</b>
Reproduction and Printing		\$ 0.10	0	0	0	0	0	0	100	100
<b>Subtotal</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$10.00</b>	<b>\$10.00</b>
<b>7. Other Direct Costs</b>										
		<b>Rate</b>				<b>Quantity</b>				<b>Total</b>
GPS Units (GeoXH/7x/Tablet with R1)—\$35/day		\$ 35.00	0	0	5	0	0	0	0	5
Postage and Delivery		\$ 30.00	0	0	0	2	0	0	0	2
Curation Expense		\$ 500.00	0	0	0	1	0	0	0	1
<b>Subtotal</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$192.50</b>	<b>\$616.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$808.50</b>
<b>Direct Expense Total</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,622.50</b>	<b>\$616.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$10.00</b>	<b>\$3,248.50</b>
<b>8. Total Estimated Cost</b>										
<b>Total Estimated Cost</b>			<b>\$5,506.70</b>	<b>\$2,234.01</b>	<b>\$11,542.41</b>	<b>\$2,829.42</b>	<b>\$1,615.13</b>	<b>\$282.67</b>	<b>\$3,642.14</b>	<b>\$27,652.46</b>



# City Council Memorandum

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Page 1 of 1

**Meeting Date:** May 16, 2022

**Subject:** Certified Local Government Grant Request to Minnesota State Historic Preservation Office (SHPO)

**Requested Action:** Motion authorizing staff to submit a Certified Local Government grant application to the Minnesota State Historic Preservation Office for the purposes of evaluating downtown as a potential historic district.

**Background/Key Points:** The Fergus Falls Heritage Preservation Commission (HPC) and Downtown Riverfront Council have been discussing exploring a downtown historic district. The next step would be to evaluate the properties downtown and determine if a historic district is present. This would build on previous work in Fergus Falls including a historic context study (2009) and various surveys conducted in the early 2010s.

An estimated cost for an evaluation study of downtown Fergus Falls is approximately \$20,000. A grant program through the Minnesota State Historic Preservation Office (SHPO) could be used for this project. The grant has a 30% match requirement but it need not be cash.

At its May 4, 2022 meeting the HPC voted to recommend the City Council authorize staff to submit a Certified Local Government grant application to the Minnesota State Historic Preservation Office for the purposes of evaluating downtown as a potential historic district. A starting point for the evaluation boundary is attached.

If funds were awarded, the completion of this study does not result in the automatic creation of either a local or National Register Historic District. Those would be separate processes which would require public hearings and other outreach and a City Council vote.

**Budgetary Impact:** Approximately \$6,000 (30% match requirement of an estimated \$20,000 grant budget). Options for cost-sharing are being explored.

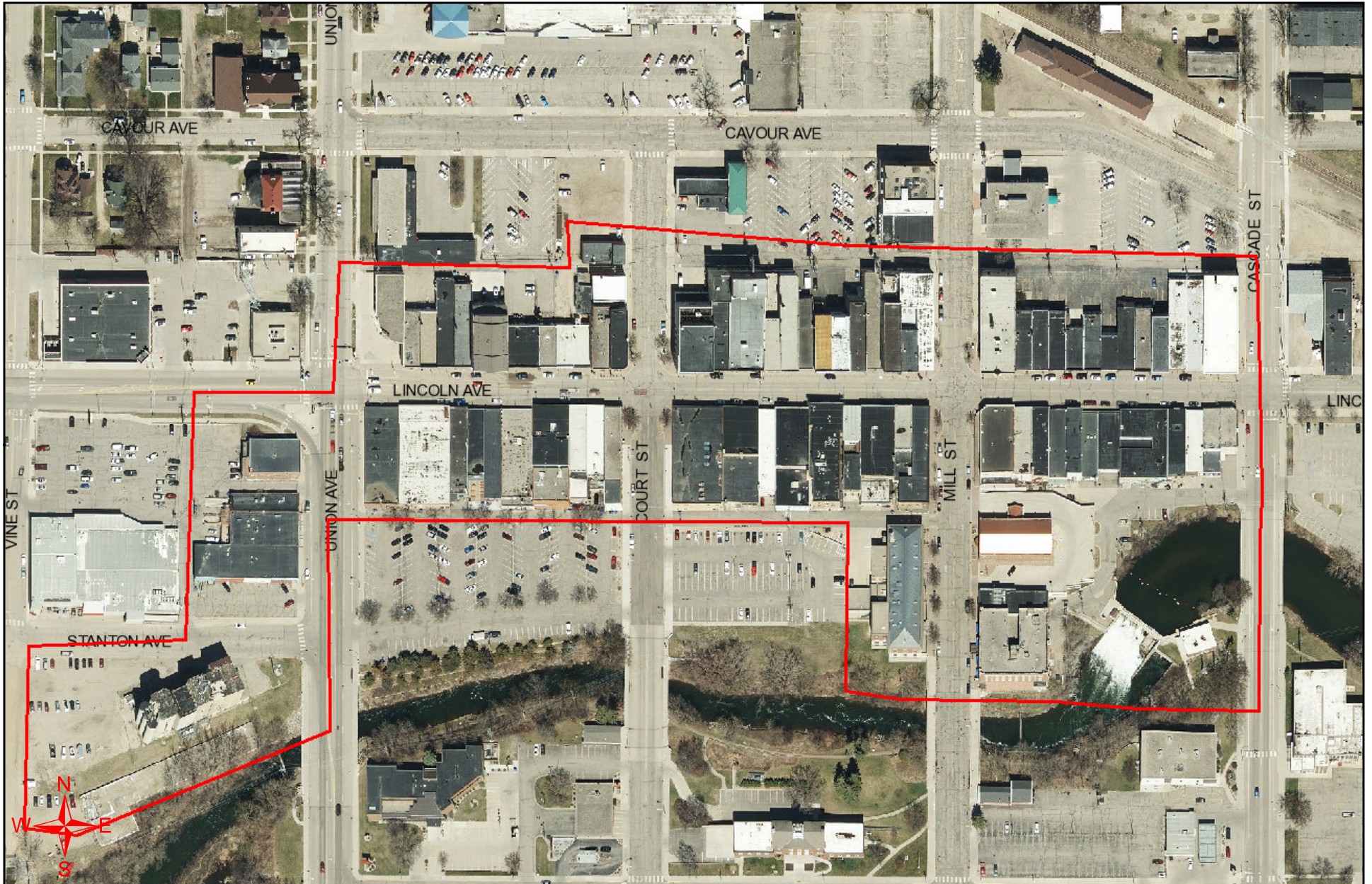
**Attachments:**

Proposed Evaluation Boundary for a Downtown Historic District

**Originating Department:** Community Development

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





1 inch = 200 feet

## Downtown Historic District Proposed Evaluation Area

This map has been compiled from information on file at the City of Fergus Falls Engineering Department. The City of Fergus Falls makes no representation and assumes no liability for errors, omissions, or inaccuracies contained on this map. This map should not be used for boundary survey information.



## 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

A-1 LOCK & KEY LLC	RE-KEY CYLINDER,P.W. OFFICE	146.25
AT&T MOBILITY	DATA PLANS	94.14
AT&T MOBILITY	IPADS & CELL PHONE DATA	356.71
ADMINISTRATOR'S CONTINGENCY FD	PARK SHELTER REFUND/AMOS	40.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND TAXI CAB LICENSES	150.00
ARAMARK UNIFORM SERVICES	APRIL LINEN SUPPLY	884.04
ARAMARK	MAY LINEN SUPPLY	47.59
SEAN ANDERSON	CLEANING WEEKS APR 29-MAY 6	423.89
ANDREW BREMSETH	MAY MILEAGE-MN CITY MGRS CONFE	118.18
CARR'S TREE SERVICE, INC.	W ALCOTT BRUSH HAULING	327.38
CENTURYLINK	MAY TELEPHONE EXPENSE	64.00
CHARTER COMMUNICATIONS	05/02-06/01/22 CABLE	40.18
COMMISSIONER OF REVENUE	2022 APRIL SALES TAX	59,370.00
COOPERS TECHNOLOGY GROUP	APRIL LEGAL SIZE FILE FOLDERS	4.97
COOPERS TECHNOLOGY GROUP	APRIL PRINTABLE INDEX CARDS	28.55
DAILY JOURNAL	APRIL HEARING-STANTON, PLATTE	144.38
DAILY JOURNAL	APRIL MOWING & WEED CONTROL	96.25
DAILY JOURNAL	APRIL PUBLISH ORDINANCE #21	154.00
DAILY JOURNAL	APRIL PUBLISH ORDINANCE #26	231.00
ELLINGSON PLUMBING, HEATING,	SERVICE UNIT SERVING NSI AREA	255.00
EMPLOYEES INSURANCE TRUST FUND	MAY HEALTH INSURANCE	96,985.04
EMPLOYEES INSURANCE TRUST FUND	MAY LIFE INSURANCE	2,875.29
ERGOMETRICS INC	APRIL NEW MEMBER TESTING	362.60
EXCEL PLASTICS, LLC	MAY SIGN TEMPLATE "FERGUS FALL	250.00
4M FUND	APR 22 SERVICE FEE	62.10
FASTENAL COMPANY	14.5 UV BLK CBL TIE	296.20
FERGUS FALLS CONVENTION &	MAR 2022 LODGING TAX	9,436.65
FERGUS FALLS CONVENTION &	MAR 2022 LODGING TAX ADMIN	283.10-
GALLS LLC	JOHNSON UNIFORM PURCHASE	158.91
GALLS LLC	SONSTEBO UNIFORM PURCHASE	54.95
GENERAL FUND	APRIL COPIER USE	231.48

## General

GENERAL FUND	APRIL LONG DISTANCE CHARGES	114.20-
GENERAL FUND	APRIL POSTAGE USE	271.11
GENERAL FUND	TRANSFER APRIL COPIER USE	339.04-
GENERAL FUND	TRANSFER APRIL POSTAGE USE	615.77-
GOODIN COMPANY	APRIL 2 NOM OP TUBING CLAMP	37.17
GOODIN COMPANY	BROADWAY PARK RESTROOMS	222.75
GOODIN COMPANY	MAY WAX GASKET W/URETHANE	5.59
GRAND FORKS FIRE EQUIPMENT LLC	APRIL HELMET FRONTS	82.33
GRANITE ELECTRONICS	115 RADIO REPAIR	223.20
GREAT PLAINS NATURAL GAS CO	APRIL NATURAL GAS EXPENSE	2,044.41
HIRERIGHT LLC	MAY PARK MVR CHECKS	100.35
HIRERIGHT LLC	MAY STREET MVR CHECKS	122.65
HOME DEPOT CREDIT SERVICES	APRIL DUCT TAPE, POLYPRO BRAID	24.47
HOME DEPOT CREDIT SERVICES	APRIL EB STR 5LB EXT 9X2-1/2	79.96
HOME DEPOT CREDIT SERVICES	APRIL PIPE, BRUSHES, ADAPTERS,	145.11
HOME DEPOT CREDIT SERVICES	APRIL PLUMBERS WRENCH, CLR LED	27.94
HOME DEPOT CREDIT SERVICES	APRIL SUPPLIES-LIGHT BULBS	22.28
HOME DEPOT CREDIT SERVICES	MAY BLACK FOLDING EAR MUFFS	19.27
HOME DEPOT CREDIT SERVICES	MAY TOILET SEATS/SUPPLY LINE	65.92
HOME DEPOT CREDIT SERVICES	MAY 4" CLEANOUT ADAPTER	15.74
HUNTINGTON NATIONAL BANK	ANNUAL PAYMENT/INTEREST	877.88
HUNTINGTON NATIONAL BANK	ANNUAL PAYMENT/PRINCIPAL	16,107.69
LAKE COUNTRY GRAPHICS, INC.	MAY EMBROIDERY & EMBLEM/SHIRTS	157.77
LAKE REGION ELECTRIC COOP	APRIL ELECTRICITY EXPENSE	2,126.48
LAKE REGION ELECTRIC COOP	APRIL/SNOW REMOVAL/EQUIP BLDG	85.90
LOCATORS & SUPPLIES INC	MAY WHITE MARKING PAINT (ANDY)	51.99
VICTOR LUNDEEN COMPANY	APRIL COPY PAPER	950.00
VICTOR LUNDEEN COMPANY	APRIL HOUSING ANALYSIS BOOKS	97.50
VICTOR LUNDEEN COMPANY	LASER CHECKS	811.40
VICTOR LUNDEEN COMPANY	SPECIAL ASSMNT PROPERTY SHEET	73.52
MII LIFE INCORPORATED	MAY FLEX/HSA PART FEE	145.20
M-R SIGN COMPANY INC	MAY 28" 5# TRAFFIC CONES	1,151.25
M-R SIGN COMPANY INC	MAY 4" WHITE SIGN LETTERS	143.60
MARCO TECHNOLOGIES LLC	NETWORK/PHONE LICENSE RENEWAL	9,347.55
MARCO TECHNOLOGIES LLC	NETWORK/PHONE SOFTWARE RENEWAL	3,917.22
MARCO TECHNOLOGIES LLC	04/27-05/27/22 COPIER OVERAGE	127.50
MARCO TECHNOLOGIES LLC	04/27-05/27/22 COPIER RENT	594.22
METRO SALES, INC	03/18-04/17/2022 COPIER RENT	152.98
METRO SALES, INC	03/18-04/17/2022 USAGE CHARGE	26.22
MIDWEST PRINTING COMPANY	APRIL/BUSINESS CARDS-HARIG	75.00
MIDWEST PRINTING COMPANY	MAY #10 WINDOW ENVELOPES	265.44
MIDWEST PRINTING COMPANY	MAY BUSINESS CARDS-HARTWELL	75.00
MIDWEST PRINTING COMPANY	MAY BUSINESS CARDS-KNUDSON	75.00



## General

MIDWEST PRINTING COMPANY	150TH ANNIVERSARY-FD STICKERS	90.00
MINNESOTA UC FUND	2020 UNEMPLOYMENT INSURANCE	8,980.87
MINNESOTA UC FUND	2021 UNEMPLOYMENT INSURANCE	1,284.80
MINNESOTA UC FUND	2022 UNEMPLOYMENT INS ADJUST	1.06-
PAM MUXFELDT	2022 WRAPFEST/CHICKEN	174.10
NEW HORIZONS ENERGY	APRIL/PROPANE-MAIN TERMINAL	1,020.03
NYCKLEMOE & ELLIG, P.A.	MAY PROSECUTING SERVICES	9,225.00
OTTER TAIL COUNTY HIGHWAY DEPT	FEB DECORATIVE LTS ROUNDABOUT	23.46
OTTER TAIL POWER COMPANY	APRIL ELECTRIC/522 E HAMPDEN	11.78
OTTER TAIL POWER COMPANY	APRIL ELECTRICITY EXPENSE	30,796.17
OTTER TAIL TELCOM	MAY TELEPHONE EXPENSE	677.14
OTTER TAIL TELCOM	MAY TELEPHONE LINES	2,717.33
WILLIAM PETERSEN	MARCH 14TH-18TH SERVICES	73.08-
WILLIAM PETERSEN	MAY JANITORIAL SERVICES	950.00
POLICE DEPT CONTINGENCY FUND	SONSTEBO UNIFORM PURCHASE	60.00
POLICE DEPT PETTY CASH	HAKEN UNIFORM PURCHASE	25.00
RED RIVER FLAGS	MISC FLAGS	523.45
RHOMAR INDUSTRIES INC	MAY TAGSTER GRAFFITI REMOVER	580.00
BEN SCHIERER	APRIL MILEAGE & MEALS	237.45
SERVICE FOOD SUPERVALU	MAY SUPPLIES/WRAPFEST	13.95
SKY CREW SERVICES, LLC	JUNE MANAGEMENT FEES	5,500.00
SPECIALTY SOLUTIONS LLC	APR PROF.LANDSCAPE MIX	1,678.80
STEVENS COUNTY HWY DEPT	APRIL CPR INSTRUCTOR COURSE	250.00
STREICHER'S INC	12 GA PROJECTILE-DRAG STABLIZE	279.00
TRAFFIC CONTROL CORPORATION	HANDHELD IR EVP TESTER	1,745.00
VERIZON WIRELESS	CELL/AIR CARDS 4/2-5/1	1,085.38
VIKING INDUSTRIAL CENTER	APRIL CALIBRATION/4 GAS MONITO	272.74
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/01F020646	65,781.98-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/01F030645	90,286.88-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/3140LFS47	160,820.00-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/3140LF6T6	230,356.51-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/3410LFQJ6	180,727.33-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/35563P7E3	241,950.74-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/3620AUSK1	.01-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/419792YW0	43,110.21-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/6775224S0	42,385.28-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/91282CDY4	71,587.13-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/914455VC1	130,000.00-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVESTMENTS - APR	2,514,012.14
WEST CENTRAL INITIATIVE	2022 BUDGET ALLOCATION	7,500.00
WHAT A HOOT QUILTING	MAY SEW PATCHES ON UNIFORMS	50.00
WIMACTEL INC	MAY TELEPHONE EXPENSE	132.00
WORKFORCE DEVELOPMENT SOLUTION	APRIL FIRE/EMT INSTRUCTION	500.00

## General

F U N D   T O T A L	1,546,599.56
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## P.A. General

A-1 LOCK & KEY LLC	MODIFY DEAD BOLTS AT CBHH	315.00
ATLAS OUTDOOR SERVICES LLC	MAY/CBHH SNOW/LAWN CARE	1,000.00
EMPLOYEES INSURANCE TRUST FUND	MAY HEALTH INSURANCE	1,108.62
EMPLOYEES INSURANCE TRUST FUND	MAY LIFE INSURANCE	8.11
GENERAL FUND	APRIL COPIER USE	49.96
GENERAL FUND	APRIL LONG DISTANCE CHARGES	4.36
GENERAL FUND	APRIL POSTAGE USE	.73
JOHNSON CONTROLS INC	MONTHLY MAINT -HVAC APR	639.58
MII LIFE INCORPORATED	MAY FLEX/HSA PART FEE	3.30
OTTER TAIL TELCOM	MAY TELEPHONE LINES	.68
UGSTAD PLUMBING INC	BOILER/GEN CK 04/19/22	90.00
UGSTAD PLUMBING INC	BOILER/GEN CK 04/22/22	90.00
UGSTAD PLUMBING INC	MONTHLY MAINT -PLBG & HTG APR	112.50
	F U N D   T O T A L	3,422.84

## Regional Treatment Center-City Operated

FASTENAL COMPANY	APR DUAL CARTRIDGE RESPIRATOR	112.82
OTTER TAIL POWER COMPANY	APRIL ELECTRICITY EXPENSE	193.70
	F U N D   T O T A L	306.52

## Public Library

ARAMARK UNIFORM SERVICES	APRIL LINEN SUPPLY	6.16
ARAMARK UNIFORM SERVICES	TOWELS & MOPS	32.11
BAKER & TAYLOR INC	BOOKS	3,030.22
BAKER & TAYLOR INC	FREIGHT SURCHARGE	30.30

## Public Library

BAKER & TAYLOR INC	PROCESSING BOOKS	161.71
EMPLOYEES INSURANCE TRUST FUND	MAY HEALTH INSURANCE	7,533.20
EMPLOYEES INSURANCE TRUST FUND	MAY LIFE INSURANCE	47.32
GENERAL FUND	APRIL LONG DISTANCE CHARGES	38.46
GREAT PLAINS NATURAL GAS CO	APRIL NATURAL GAS EXPENSE	107.02
HOOPLA	DIGITAL MATERIALS	1,654.79
INDEPENDENT SCHOOL DIST. #544	BIG READ COMMUNITY ED CLASS	550.00
VICTOR LUNDEEN COMPANY	PAPER	19.00
MII LIFE INCORPORATED	MAY FLEX/HSA PART FEE	15.13
OTTER TAIL POWER COMPANY	APRIL ELECTRICITY EXPENSE	3,087.46
OTTER TAIL TELCOM	MAY TELEPHONE EXPENSE	145.12
OTTER TAIL TELCOM	MAY TELEPHONE LINES	7.52
TAG-UP	NAME TAGS	3.00
US BANK EQUIPMENT FINANCE	04/21-05/21/22 COPIER LEASE	551.70
US BANK EQUIPMENT FINANCE	12/21/21-03/21/22 OVERAGE	30.64
	F U N D   T O T A L	17,050.86

## Bigwood Event Center

A-1 LOCK & KEY LLC	BIWGOOD DELIVERY DOOR	796.00
CARDCONNECT	CREDIT CARD PROCESSING EQUIP	4,539.38
CARDCONNECT	FEBRUARY 2022 CREDIT CARD FEES	18.50
CARDCONNECT	MARCH CREDIT CARD FEES	349.21
COMMISSIONER OF REVENUE	2022 APRIL SALES TAX	99.22
COOPERS TECHNOLOGY GROUP	MARCH OFFICE SUPPLIES	22.88-
EMPLOYEES INSURANCE TRUST FUND	MAY HEALTH INSURANCE	1,734.72
GENERAL FUND	APRIL LONG DISTANCE CHARGES	10.97
HERZOG ROOFING	ROOF REPAIR	1,050.00
MII LIFE INCORPORATED	MAY FLEX/HSA PART FEE	2.75
MARCO TECHNOLOGIES LLC	04/29-05/29/22 COPIER RENT	119.86
OTTER TAIL POWER COMPANY	APRIL ELECTRICITY EXPENSE	2,111.37
OTTER TAIL TELCOM	MAY TELEPHONE LINES	181.45
	F U N D   T O T A L	10,990.55

## IRP Revolving Loan

## IRP Revolving Loan

GENERAL FUND	APRIL COPIER USE	1.44
	F U N D   T O T A L	1.44

## CDBG/HUD Revolving Loan

GENERAL FUND	APRIL COPIER USE	2.58
	F U N D   T O T A L	2.58

## P.I.R. Bond and Interest 2007

NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/INTEREST	840.00
	F U N D   T O T A L	840.00

## P.I.R. Bond and Interest 2009

NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/INTEREST	5,775.00
	F U N D   T O T A L	5,775.00

## P.I.R. Bond and Interest 2012B

NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/INTEREST	11,350.00
	F U N D   T O T A L	11,350.00

## G.O. Capital Improvement 2010A

G.O. Capital Improvement 2010A

NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/INTEREST	6,475.00
	F U N D   T O T A L	6,475.00

Capital Improvement Bond and Interest 2012C

NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/INTEREST	45,075.00
	F U N D   T O T A L	45,075.00

G.O. Sales Tax Rev. Bonds, Series 2017

NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/INTEREST	40,200.00
	F U N D   T O T A L	40,200.00

G.O. Equipment Certificates, Series 2020A

NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/INTEREST	5,850.00
	F U N D   T O T A L	5,850.00

Capital Improvement

ADMINISTRATOR'S CONTINGENCY FD	RECORD EASEMENT/RIVERFRONT	46.00
BAKER TILLY MUNICIPAL	2021 CONTINUING DISCLOSURE SVC	1,200.00
BOLTON & MENK INC	AQUATIC FEASIBILITY, REDESIGN	10,835.00
BOLTON & MENK INC	DESIGN FEAS PRIOR TO FAC.PLAN	3,505.00
BOLTON & MENK INC	PHASE DESIGN SERVICES	79,994.86
BOLTON & MENK INC	PROF SERVICE	529.00
DAILY JOURNAL	APRIL BIDS-RIVERFRONT PHASE	1,126.14

## Capital Improvement

DAILY JOURNAL	APRIL 2021 SIDEWALK ASSESSMENT	154.00
FORUM COMMUNICATIONS	ADVERTISEMENT FOR BIDS	666.42
R L LARSON EXCAVATING INC	RELEASE RETAINAGE PI 5954 #8	5,000.00
MOORE ENGINEERING INC	PROF SERV LINCOLN & UNION AVE	2,155.00
ROGNESS CONTRACTING	DEVELOPER PARTIAL REIMBURSE #1	43,695.63
TAFT STETTINIUS HOLLISTER LLP	2022 CONTRACT MATTER	1,327.50
	F U N D   T O T A L	150,234.55

## Liquor Store

THE AMERICAN BOTTLING COMPANY	MAY/MIX	295.29
ARAMARK UNIFORM SERVICES	APRIL LINEN SUPPLY	349.07
ARCTIC GLACIER USA INC	MAY/FREIGHT       #3607212506	7.50
ARCTIC GLACIER USA INC	MAY/FREIGHT       #3607212509	7.50
ARCTIC GLACIER USA INC	MAY/FREIGHT       #3608212509	7.50
ARCTIC GLACIER USA INC	MAY/ICE            #3607212506	424.48
ARCTIC GLACIER USA INC	MAY/ICE            #3607212509	148.96
ARCTIC GLACIER USA INC	MAY/ICE            #3608212509	164.64
ARTISAN BEER COMPANY	MAY/BEER	1,320.08
BELLBOY CORPORATION	APRIL/LIQUOR	3,111.08
BELLBOY CORPORATION	MAY/FREIGHT	40.00
BELLBOY CORPORATION	MAY/LIQUOR	2,838.00
BELLBOY CORPORATION	MAY/MIX	302.70
BELLBOY CORPORATION	MAY/WINE	880.00
BEVERAGE WHOLESALERS INC	APRIL/BEER	11,051.55
BEVERAGE WHOLESALERS INC	APRIL/WINE	313.60
BEVERAGE WHOLESALERS INC	MAY/BEER	40,010.13
BEVERAGE WHOLESALERS INC	MAY/MIX	72.15
BRAUN VENDING INC	MAY WATER COOLER RENT	16.00
BREAKTHRU BEVERAGE MINNESOTA	APRIL/FREIGHT	5.68-
BREAKTHRU BEVERAGE MINNESOTA	APRIL/LIQUOR	5.22-
BREAKTHRU BEVERAGE MINNESOTA	MAY/FREIGHT	253.75
BREAKTHRU BEVERAGE MINNESOTA	MAY/LIQUOR	19,359.70
BREAKTHRU BEVERAGE MINNESOTA	MAY/MIX	413.39
BREAKTHRU BEVERAGE MINNESOTA	MAY/WINE	1,672.00
CAYAN	APRIL 2022 CR CD FEES	11,393.30
VIKING COCA-COLA BOTTLING CO	APRIL/MIX	698.85
VIKING COCA-COLA BOTTLING CO	MAY/MIX	948.55
COMMISSIONER OF REVENUE	2022 APRIL SALES TAX	4.57

## Liquor Store

COOPERS TECHNOLOGY GROUP	APRIL LEGAL SIZE FILE FOLDERS	2.38
COPPER TRAIL BREWING CO	APRIL/BEER	353.70
D-S BEVERAGES, INC.	APRIL/BEER	10,409.30
D-S BEVERAGES, INC.	APRIL/LIQUOR	369.90
D-S BEVERAGES, INC.	MAY/BEER	34,736.67
D-S BEVERAGES, INC.	MAY/MIX	70.00
MARGO DENBROOK	APRIL LOCK DE-ICER	1.08
MARGO DENBROOK	APRIL ORGANIZERS,SHEET PROTECT	31.22
EMPLOYEES INSURANCE TRUST FUND	MAY HEALTH INSURANCE	10,750.44
EMPLOYEES INSURANCE TRUST FUND	MAY LIFE INSURANCE	16.57
GENERAL FUND	APRIL LONG DISTANCE CHARGES	2.40
GREAT PLAINS NATURAL GAS CO	APRIL NATURAL GAS EXPENSE	492.47
JACKSON FAMILY TRUCKING LLC	MAY/FREIGHT	127.50
JOHNSON BROTHERS LIQUOR CO	APRIL/FREIGHT	697.04
JOHNSON BROTHERS LIQUOR CO	APRIL/WINE	18,549.35
JOHNSON BROTHERS LIQUOR CO	MAY/FREIGHT	248.42
JOHNSON BROTHERS LIQUOR CO	MAY/LIQUOR	6,400.36
JOHNSON BROTHERS LIQUOR CO	MAY/MIX	132.00
JOHNSON BROTHERS LIQUOR CO	MAY/WINE	3,114.29
LIQUOR STORE	RECEIPT MAY RENT	358.00-
MII LIFE INCORPORATED	MAY FLEX/HSA PART FEE	20.48
MAVERICK WINE LLC	MAY/FREIGHT	60.00
MAVERICK WINE LLC	MAY/LIQUOR	12,460.00
MIDWEST PRINTING COMPANY	MAY #10 WINDOW ENVELOPES	127.34
OTTER TAIL POWER COMPANY	APRIL ELECTRICITY EXPENSE	3,478.53
OTTER TAIL TELCOM	MAY TELEPHONE EXPENSE	292.50
OTTER TAIL TELCOM	MAY TELEPHONE LINES	16.84
OUTSTATE BREWING COMPANY	APRIL/BEER	4,759.00
PAUSTIS WINE COMPANY	APRIL/FREIGHT	14.75
PAUSTIS WINE COMPANY	APRIL/WINE	980.75
PAUSTIS WINE COMPANY	MAY/FREIGHT	1.25-
PAUSTIS WINE COMPANY	MAY/WINE	83.00-
PEPSI BEVERAGE COMPANY	APRIL/MIX	205.79
PHILLIPS WINE & SPIRITS CO	APRIL/FREIGHT	5.28
PHILLIPS WINE & SPIRITS CO	APRIL/LIQUOR	12.22-
PHILLIPS WINE & SPIRITS CO	APRIL/WINE	127.45
PHILLIPS WINE & SPIRITS CO	MAY/FREIGHT	244.29
PHILLIPS WINE & SPIRITS CO	MAY/LIQUOR	18,079.60
PHILLIPS WINE & SPIRITS CO	MAY/MIX	48.00
PHILLIPS WINE & SPIRITS CO	MAY/WINE	1,164.70
SOUTHERN GLAZER 'S OF MN	MAY/FREIGHT	376.16
SOUTHERN GLAZER 'S OF MN	MAY/LIQUOR	16,023.44
SOUTHERN GLAZER 'S OF MN	MAY/MIX	26.00

## Liquor Store

SOUTHERN GLAZER'S OF MN	MAY/WINE	2,459.30
VINOCOPIA INC	APRIL/FREIGHT	26.25
VINOCOPIA INC	APRIL/LIQUOR	2,570.25
VINOCOPIA INC	APRIL/MIX	138.00
VINOCOPIA INC	APRIL/WINE	820.00
WINE MERCHANTS INC	MAY/FREIGHT	9.50
WINE MERCHANTS INC	MAY/WINE	768.00
	F U N D   T O T A L	247,446.26

## Refuse Disposal

ALBANY RECYCLING CENTER INC	APR RECYCLING	2,435.84
ARAMARK UNIFORM SERVICES	APRIL LINEN SUPPLY	303.68
COMMISSIONER OF REVENUE	2022 APRIL SALES TAX	5.71
COMMISSIONER OF REVENUE	2022 APRIL SWMT	29,389.00
COOPERS TECHNOLOGY GROUP	APRIL LEGAL SIZE FILE FOLDERS	1.63
WASTE MANAGEMENT	04/15-04/30/22 PRO SERVICE	1,117.05
EMPLOYEES INSURANCE TRUST FUND	MAY HEALTH INSURANCE	14,670.20
EMPLOYEES INSURANCE TRUST FUND	MAY LIFE INSURANCE	64.21
GENERAL FUND	APRIL LONG DISTANCE CHARGES	.73
HIRERIGHT LLC	MAY REFUSE MVR CHECKS	100.35
LEAGUE OF MN CITIES INS TRUST	JANUARY/INDEMNITY-113488	1,000.00
LIBERTY TIRE SERVICES LLC	APR TIRE RECYCLING	427.50
MII LIFE INCORPORATED	MAY FLEX/HSA PART FEE	16.50
MACQUEEN EQUIPMENT INC	MAY 300 GALLON REFUSE CONTAINERS	15,132.07
MARCO TECHNOLOGIES LLC	04/27-05/27/22 COPIER OVERAGE	42.50
MARCO TECHNOLOGIES LLC	04/27-05/27/22 COPIER RENT	130.93
METRO SALES, INC	03/18-04/17/2022 COPIER RENT	16.56
METRO SALES, INC	03/18-04/17/2022 USAGE CHARGE	11.93
MIDWEST PRINTING COMPANY	MAY #10 WINDOW ENVELOPES	87.23
NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/FEES	495.00
NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/INTEREST	27,659.38
OLYMPIC SALES INC	MAY 1.5 YARD DUMPSTER CASTERS	76.03
OTTER TAIL COUNTY TREASURER	APRIL TIPPING FEES	86,378.25
OTTER TAIL POWER COMPANY	APRIL ELECTRICITY EXPENSE	175.51
OTTER TAIL POWER COMPANY	MARCH/SERVICE-MAIL BILLS	76.34
OTTER TAIL TELCOM	MAY TELEPHONE EXPENSE	142.11
OTTER TAIL TELCOM	MAY TELEPHONE LINES	2.74
REVTRAK INC	APRIL 2022 CR CD FEES	2,846.90



## Refuse Disposal

WASTEWATER TREATMENT FUND	APR ASH CELL LEACHATE	453.60
WASTEWATER TREATMENT FUND	APR DEMO CELL LEACHATE	4,005.00
WEST TOOL & DESIGN, INC.	MAY 1.5 YARD DUMPSTER PANS	614.89
	F U N D   T O T A L	187,879.37

## Sewage Treatment

ARAMARK UNIFORM SERVICES	APRIL LINEN SUPPLY	217.08
CENTURYLINK	MAY TELEPHONE EXPENSE	64.00
COOPERS TECHNOLOGY GROUP	APRIL LEGAL SIZE FILE FOLDERS	2.63
COSSETTE ELECTRIC LLC	MAY INST.FLOAT,TIMER SWITCH	979.71
EMPLOYEES INSURANCE TRUST FUND	MAY HEALTH INSURANCE	8,879.56
EMPLOYEES INSURANCE TRUST FUND	MAY LIFE INSURANCE	43.94
ENVIRONMENTAL RESOURCE ASSOC	APR TESTING SERVICES	401.29
GENERAL FUND	APRIL LONG DISTANCE CHARGES	13.01
GOIN' POSTAL FERGUS FALLS	MAY FREIGHT ON LOANER SEWER	20.32
GOPHER STATE ONE CALL	APR BILLABLE TICKETS	31.95
GRAINGER INC	APR V-BELT,3L180	25.44
HACH COMPANY	MAY NITRATE ACCU,PHOSVER,SOLN	269.92
HAWKINS INC	APR ALUMINUM SULFATE LIQ.	6,025.23
HIRERIGHT LLC	MAY SEWER MVR CHECKS	22.30
HIRERIGHT LLC	MAY SEWER PLANT MVR CHECKS	33.45
HOME DEPOT CREDIT SERVICES	MAY 8" BLK HEAT SHRINK SPLICE	12.44
LAKE REGION ELECTRIC COOP	APRIL ELECTRICITY EXPENSE	182.99
LEAGUE OF MN CITIES INS TRUST	DECEMBER/INDEMNITY-113563	1,000.00
MII LIFE INCORPORATED	MAY FLEX/HSA PART FEE	11.00
MARCO TECHNOLOGIES LLC	04/27-05/27/22 COPIER OVERAGE	42.50
MARCO TECHNOLOGIES LLC	04/27-05/27/22 COPIER RENT	130.93
METRO SALES, INC	03/18-04/17/2022 COPIER RENT	16.55
METRO SALES, INC	03/18-04/17/2022 USAGE CHARGE	11.93
MIDWEST PRINTING COMPANY	MAY #10 WINDOW ENVELOPES	140.94
OTTER TAIL POWER COMPANY	APRIL ELECTRICITY EXPENSE	9,330.15
OTTER TAIL POWER COMPANY	MARCH/SERVICE-MAIL BILLS	76.34
OTTER TAIL TELCOM	MAY TELEPHONE EXPENSE	138.82
OTTER TAIL TELCOM	MAY TELEPHONE LINES	2.74
RMB ENVIRONMENTAL LABORATORIES	APR ANALYSIS	15.00
RMB ENVIRONMENTAL LABORATORIES	MAY ANALYSIS	460.00
RMB ENVIRONMENTAL LABORATORIES	MAY MONITORING	15.00
RMB ENVIRONMENTAL LABORATORIES	MAY WEEKLY MONITORING	315.00

## Sewage Treatment

REVTRAK INC	APRIL 2022 CR CD FEES	2,846.90
SPECIALTY SOLUTIONS LLC	APR PROF.LANDSCAPE MIX	839.40
SPEE*DEE DELIVERY SERVICE INC	APR SHIPPING	49.58
SPEE*DEE DELIVERY SERVICE INC	APR STANDARD SHIPPING	78.99
USA BLUEBOOK	MAY BARNES SEWAGE PUMP	2,833.00
WASTEWATER TREATMENT FUND	RECEIPT TO APRIL LEACHATE	4,458.60-
	F U N D   T O T A L	31,121.43

## Water

ADMINISTRATOR'S CONTINGENCY FD	MAY UTILITIES REFUND	165.50
ARAMARK UNIFORM SERVICES	APRIL LINEN SUPPLY	239.30
CENTURYLINK	MAY TELEPHONE EXPENSE	186.00
COOPERS TECHNOLOGY GROUP	APRIL BLACK GEL PENS	22.04
COOPERS TECHNOLOGY GROUP	APRIL LEGAL SIZE FILE FOLDERS	2.39
COOPERS TECHNOLOGY GROUP	MARCH RETRACTABLE BLADE KNIFE	4.08-
CORE & MAIN LP	MAY 2.5" HYD GASKETS	28.85
EMPLOYEES INSURANCE TRUST FUND	MAY HEALTH INSURANCE	7,158.92
EMPLOYEES INSURANCE TRUST FUND	MAY LIFE INSURANCE	64.22
ETHANOL PRODUCTS, LLC	MAY C02	2,255.52
FERGUSON WATERWORKS #2516	MAY 5/8 T10 P/C R900I USG METE	2,436.37
FIRST SYSTEMS TECHNOLOGY INC	MAY RAW EFFLUENT METER CALIB.	800.00
GENERAL FUND	APRIL COPIER USE	25.64
GENERAL FUND	APRIL LONG DISTANCE CHARGES	12.32
GENERAL FUND	APRIL POSTAGE USE	196.06
GOIN' POSTAL FERGUS FALLS	MAY POSTAGE	13.66
GOPHER STATE ONE CALL	APR BILLABLE TICKETS	31.95
GRAYMONT (WI) LLC	MAY HIGH CALCIUM QUICKLIME	6,049.62
HIRERIGHT LLC	MAY WATER MVR CHECKS	44.60
HIRERIGHT LLC	MAY WATER PLANT MVR CHECKS	33.45
HOME DEPOT CREDIT SERVICES	MAY PIPE FITTINGS/VALVE (WTP)	62.88
HOME DEPOT CREDIT SERVICES	MAY WTP PLUMBING PARTS (CHAD)	92.40
HOME DEPOT CREDIT SERVICES	MAY 1.5" GALV FITTINGS (CHAD)	24.15
MII LIFE INCORPORATED	MAY FLEX/HSA PART FEE	19.25
MARCO TECHNOLOGIES LLC	04/27-05/27/22 COPIER OVERAGE	42.50
MARCO TECHNOLOGIES LLC	04/27-05/27/22 COPIER RENT	130.93
MCMASTER-CARR SUPPLY CO	APR HI PRESSURE PIPE FITTINGS	116.84
MCMASTER-CARR SUPPLY CO	APR PIPE FITTING,HOSE FITTING	71.74
MCMASTER-CARR SUPPLY CO	MAY HIGH PRESSURE TUBING	190.64

## Water

METRO SALES, INC	03/18-04/17/2022 COPIER RENT	16.56
METRO SALES, INC	03/18-04/17/2022 USAGE CHARGE	11.93
MIDWEST PRINTING COMPANY	MAY #10 WINDOW ENVELOPES	127.65
NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/INTEREST	12,650.00
OTTER TAIL POWER COMPANY	APRIL ELECTRICITY EXPENSE	4,662.10
OTTER TAIL POWER COMPANY	MARCH/SERVICE-MAIL BILLS	76.35
OTTER TAIL TELCOM	MAY TELEPHONE EXPENSE	160.48
OTTER TAIL TELCOM	MAY TELEPHONE LINES	2.74
RMB ENVIRONMENTAL LABORATORIES	MAY 1ST HALF BACTERIA MONITOR	110.00
REVTRAK INC	APRIL 2022 CR CD FEES	2,846.90
SPECIALTY SOLUTIONS LLC	APR PROF.LANDSCAPE MIX	839.40
	F U N D   T O T A L	42,017.77

## Storm Water

DELZER CONSTRUCTION	MAIN ST. SLOUGH LEVEL CONTROL	16,000.00
GOPHER STATE ONE CALL	APR BILLABLE TICKETS	31.95
OTTER TAIL POWER COMPANY	APRIL ELECTRICITY EXPENSE	143.33
SPECIALTY SOLUTIONS LLC	APR PROF.LANDSCAPE MIX	839.40
	F U N D   T O T A L	17,014.68

## Equipment

ARAMARK UNIFORM SERVICES	APRIL LINEN SUPPLY	358.52
AUTO VALUE - FERGUS FALLS	MAY ALUM WINDOW RIVETS	8.49
AUTO VALUE - FERGUS FALLS	MAY BRAKE CLEANER/STARTING FLU	92.16
AUTO VALUE - FERGUS FALLS	MAY CAB AND AIR FILTER	83.88
AUTO VALUE - FERGUS FALLS	MAY CHROME SPRAY PAINT (SHOP)	31.98
AUTO VALUE - FERGUS FALLS	MAY CREDIT RETURNED BRAKE PADS	30.99-
AUTO VALUE - FERGUS FALLS	MAY CREDIT RETURNED INSERTS	29.94-
AUTO VALUE - FERGUS FALLS	MAY GREASE SEALS UNIT 291	21.99
AUTO VALUE - FERGUS FALLS	MAY HYD FITTINGS (STOCK)	39.58
AUTO VALUE - FERGUS FALLS	MAY HYDRAULIC FILTER (STOCK)	11.37
AUTO VALUE - FERGUS FALLS	MAY MERCON LV ATF FLUID	120.89
AUTO VALUE - FERGUS FALLS	MAY OIL FILTER UNIT 29	4.16

## Equipment

AUTO VALUE - FERGUS FALLS	MAY RED TOUCH UP PAINT U-3005	24.99
AUTO VALUE - FERGUS FALLS	MAY STOCK BRASS FITTINGS	3.78
AUTO VALUE - FERGUS FALLS	MAY STOCK FILTER ORDER	61.27
AUTO VALUE - FERGUS FALLS	MAY STOCK FILTER/FITTINGS	17.77
AUTO VALUE - FERGUS FALLS	MAY STOCK FILTERS (SHOP)	83.88
AUTO VALUE - FERGUS FALLS	MAY STOCK PARTS ORDER	324.24
AUTO VALUE - FERGUS FALLS	MAY U-JOINTS UNIT 291	211.64
AUTO VALUE - FERGUS FALLS	MAY WHITE MASKING PAPER	37.99
AUTO VALUE - FERGUS FALLS	MAY 30A FEMALE J-CASE FUSE	6.49
CENTURYLINK	MAY TELEPHONE EXPENSE	194.00
CODE 4 SERVICES INC	2093 LIGHTBAR AND SIREN SYSTEM	1,186.45
CODE 4 SERVICES INC	2094 LIGHTBAR AND SIREN SYSTEM	821.81
COMMISSIONER OF REVENUE	2022 APRIL SPECIAL FUEL TAX	683.15
COMMISSIONER OF REVENUE	2022 APRIL SALES TAX	104.50
COOPERS TECHNOLOGY GROUP	APRIL LEGAL SIZE FILE FOLDERS	1.33
CRYTEEL TRUCK EQUIPMENT INC	MAY COUGAR VIBRATOR U-243	865.00
CRYTEEL TRUCK EQUIPMENT INC	MAY SPINNER HYD MOTOR U-207	373.03
EMERGENCY AUTOMOTIVE	MAY WHELEN BULB U-275	56.35
EMPLOYEES INSURANCE TRUST FUND	MAY HEALTH INSURANCE	4,850.78
EMPLOYEES INSURANCE TRUST FUND	MAY LIFE INSURANCE	27.38
59 FINISHING INC	MAY POWDER COAT FRAMES U-43	276.85
59 FINISHING INC	MAY POWDER COAT HYD COVER U263	97.94
JOHN DEERE FINANCIAL	MAY DEF FLUID (SHOP BULK TANK)	733.70
JOHN DEERE FINANCIAL	MAY DEF FLUID CITY SHOP	368.50
JOHN DEERE FINANCIAL	MAY FLANGE BEARING UNIT 953	9.75
JOHN DEERE FINANCIAL	MAY PAINT PRIMER (SHOP)	17.60
JOHN DEERE FINANCIAL	MAY POLYCHAIN BELT UNIT 1181	420.96
JOHN DEERE FINANCIAL	MAY THROTTLE SPRING U-1156	25.47
FASTENAL COMPANY	APR 6212 GALV LIFT CABLE 50'	64.24
FASTENAL COMPANY	MAY 5/16" BOLTS/HARDWARE U-243	49.46
FASTENAL COMPANY	MAY 9V REMOTE BATTERIES	34.76
GENERAL FUND	APRIL LONG DISTANCE CHARGES	27.72
NAPA AUTO PARTS - FERGUS FALLS	MAY FLOOR DRY (SHOP)	70.14
NAPA AUTO PARTS - FERGUS FALLS	MAY OIL FILTER UNIT 291	48.99
NAPA AUTO PARTS - FERGUS FALLS	MAY 100 AMP CIR/BRKR U-243	53.87
GREAT PLAINS NATURAL GAS CO	APRIL NATURAL GAS EXPENSE	2,599.49
HIRERIGHT LLC	MAY FLEET MVR CHECKS	66.90
HOME DEPOT CREDIT SERVICES	MAY BOTTLE/PIPE FITTINGS	29.76
INLAND TRUCK PARTS COMPANY	APR AIR TOGGLE VALVE U-214	98.14
INLAND TRUCK PARTS COMPANY	APR BRAKE HARDWARE KIT	122.82
INLAND TRUCK PARTS COMPANY	APR BRAKE HARDWARE KIT GARB TR	125.83
INLAND TRUCK PARTS COMPANY	FEB CREDIT RETURNED TANK/BRAKE	1,313.86-
INLAND TRUCK PARTS COMPANY	MAY BRAKE SHOES UNIT 226,228	2,015.44

## Equipment

J J KELLER & ASSOCIATES INC	MAY REFUSE/STRAIGHT TRUCK INSP	409.48
LAKEWAY EXPRESS LLC	MAY PREM CA FUEL (CHRIS J)	64.04
LAWSON PRODUCTS INC	MAY FLAP DISC/DRILL BITS FAB S	64.38
MII LIFE INCORPORATED	MAY FLEX/HSA PART FEE	5.64
M-R SIGN COMPANY INC	MAY 2.5" C BLACK UNIT NUMBERS	63.00
MARCO TECHNOLOGIES LLC	04/27-05/27/22 COPIER OVRAGE	127.50
MARCO TECHNOLOGIES LLC	04/27-05/27/22 COPIER RENT	123.88
MCMMASTER-CARR SUPPLY CO	MAY 3/8" UNION STRAIGHT CONNEC	44.37
MIDWEST PRINTING COMPANY	MAY #10 WINDOW ENVELOPES	71.40
MINNESOTA MOTOR COMPANY	APRIL CAR WASHES	25.00
MINNESOTA MOTOR COMPANY	FEB TRIP SPRING BOSS PLOW	30.97-
MINNESOTA MOTOR COMPANY	MARCH CAR WASHES	20.00
OLSEN CHAIN & CABLE INC	MAY CHAIN INSPECTION/REPAIR	247.13
OLSON OIL COMPANY INC	APR #2 PREM DIESEL (SHOP)	33,363.02
OLYMPIC SALES INC	MAY GRIPPER EXT HEX NUT	58.80
OTTER TAIL POWER COMPANY	APRIL ELECTRICITY EXPENSE	1,895.26
OTTER TAIL TELCOM	MAY TELEPHONE EXPENSE	35.48
OTTER TAIL TELCOM	MAY TELEPHONE LINES	6.15
POLICE DEPT PETTY CASH	FUEL 2076	31.06
PRODUCTIVITY PLUS ACCOUNT	MAY AXLE OIL/LIMITED SLIP ADDI	758.92
PRODUCTIVITY PLUS ACCOUNT	MAY CONS GRAY PAINT U-287	28.00
RHOMAR INDUSTRIES INC	MAY BLACK-MAX RUST NEUTRALIZER	359.80
ROYAL TIRE INC	MAY BD ETS CAP LP225	180.06
SHERWIN WILLIAMS CO	MAY PRETAPE FILM/TAPE (SHOP)	49.71
SHERWIN WILLIAMS CO	MAY 3M PRETAPE FILM (SHOP)	9.49
SHERWIN WILLIAMS CO	MAY 5 GALLON PAIL XYLENE	110.46
WALLWORK TRUCK CENTER F.F.	APR HUB CAP UNIT 810	49.40
WALLWORK TRUCK CENTER F.F.	MAY AIR DRYER CORE CREDIT	156.00-
WALLWORK TRUCK CENTER F.F.	MAY AIR DRYER FILTER U-291	37.91
WALLWORK TRUCK CENTER F.F.	MAY AIR DRYER UNIT 291	313.90
WALLWORK TRUCK CENTER F.F.	MAY MUDFLAP FRAME (DUMPS)	29.12
WALLWORK TRUCK CENTER F.F.	MAY STOP LIGHT SWITCH U-291	26.31
WALLWORK TRUCK CENTER F.F.	MAY TURN SIGNAL BULB	14.60
WALLWORK TRUCK CENTER F.F.	MAY WHEEL SEALS/BEARINGS U-226	127.66
WALLWORK TRUCK CENTER F.F.	MAY 4"X24" SS FLEX PIPE U-291	43.03
ZIEGLER INC.	MAY BEARINGS UNIT 291	349.84
	F U N D   T O T A L	55,649.22

## Employees Insurance

## Employees Insurance

EMPLOYEES INSURANCE TRUST FUND	RECEIPT MAY HEALTH INSURANCE	153,671.48-
EMPLOYEES INSURANCE TRUST FUND	RECEIPT MAY LIFE INSURANCE	3,147.04-
LAKES COUNTRY SVC COOP	MAY 22 HEALTH INSURANCE	166,246.98
	F U N D   T O T A L	9,428.46

## Insurance Escrow Trust Fund

MARK SCHROEDER	ESCROW-1509 W FIR	2,484.20
	F U N D   T O T A L	2,484.20

## Flexible Benefit Agency

MII LIFE INCORPORATED	2022 FLEX PLAN REIMB	1,190.85
	F U N D   T O T A L	1,190.85

## PEG Access

DAILY JOURNAL	APRIL/KIDS SCOOP-FFSP FFSS	100.00
LIQUOR STORE	MAY RENT	358.00
MINNESOTA UC FUND	1ST QUARTER UNEMPLOYMENT TAX	84.00
OTTER TAIL POWER COMPANY	APRIL ELECTRICITY EXPENSE	104.91
OTTER TAIL TELCOM	MAY TELEPHONE EXPENSE	220.80
	F U N D   T O T A L	867.71

## Fergus Falls Convention and Visitor's Bureau, Inc.

FERGUS FALLS CONVENTION &	MAR 2022 LODGING TAX	9,436.65-
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5/16/2022

R E S O L U T I O N   R E C O R D

Fergus Falls Convention and Visitor's Bureau, Inc.

FERGUS FALLS CONVENTION &	MAR 2022 LODGING TAX ADMIN	283.10
GENERAL FUND	APRIL COPIER USE	27.94
GENERAL FUND	APRIL LONG DISTANCE CHARGES	4.23
GENERAL FUND	APRIL POSTAGE USE	147.87
MINNESOTA UC FUND	1ST QUARTER UNEMPLOYMENT TAX	78.00
OTTER TAIL TELCOM	MAY TELEPHONE LINES	2.05
	F U N D   T O T A L	8,893.46-
	T O T A L   A L L   F U N D S	2,430,380.39

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 16 DAY OF MAY 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:

-----  
CITY ADMINISTRATOR

-----  
MAYOR



5/16/2022

R E S O L U T I O N   R E C O R D

COMMISSIONER OF REVENUE	89,656.15
4M FUND	62.10
MINNESOTA UC FUND	10,426.61
OTTER TAIL COUNTY HIGHWAY DEPT	23.46
OTTER TAIL COUNTY TREASURER	86,378.25
A-1 LOCK & KEY LLC	1,257.25
AT&T MOBILITY	450.85
ADMINISTRATOR'S CONTINGENCY FD	401.50
ALBANY RECYCLING CENTER INC	2,435.84
THE AMERICAN BOTTLING COMPANY	295.29
ARAMARK UNIFORM SERVICES	2,389.96
ARAMARK	47.59
SEAN ANDERSON	423.89
ARCTIC GLACIER USA INC	760.58
ARTISAN BEER COMPANY	1,320.08
ATLAS OUTDOOR SERVICES LLC	1,000.00
AUTO VALUE - FERGUS FALLS	1,125.62
BAKER & TAYLOR INC	3,222.23
BAKER TILLY MUNICIPAL	1,200.00
BELLBOY CORPORATION	7,171.78
BEVERAGE WHOLESALERS INC	51,447.43
BOLTON & MENK INC	94,863.86
BRAUN VENDING INC	16.00
BREAKTHRU BEVERAGE MINNESOTA	21,687.94
ANDREW BREMSETH	118.18
CARDCONNECT	4,907.09
CARR'S TREE SERVICE, INC.	327.38
CAYAN	11,393.30
CENTURYLINK	508.00
CHARTER COMMUNICATIONS	40.18
VIKING COCA-COLA BOTTLING CO	1,647.40
CODE 4 SERVICES INC	2,008.26
COOPERS TECHNOLOGY GROUP	38.96
COPPER TRAIL BREWING CO	353.70
CORE & MAIN LP	28.85
COSSETTE ELECTRIC LLC	979.71
CRYSTEEL TRUCK EQUIPMENT INC	1,238.03
D-S BEVERAGES, INC.	45,585.87
DAILY JOURNAL	2,005.77
WASTE MANAGEMENT	1,117.05
DELZER CONSTRUCTION	16,000.00
MARGO DENBROOK	32.30
ELLINGSON PLUMBING, HEATING,	255.00
EMERGENCY AUTOMOTIVE	56.35
ENVIRONMENTAL RESOURCE ASSOC	401.29
ERGOMETRICS INC	362.60
ETHANOL PRODUCTS, LLC	2,255.52

5/16/2022

R E S O L U T I O N   R E C O R D

EXCEL PLASTICS, LLC	250.00
59 FINISHING INC	374.79
JOHN DEERE FINANCIAL	1,575.98
FASTENAL COMPANY	557.48
FERGUSON WATERWORKS #2516	2,436.37
FIRST SYSTEMS TECHNOLOGY INC	800.00
FORUM COMMUNICATIONS	666.42
GALLS LLC	213.86
NAPA AUTO PARTS - FERGUS FALLS	173.00
GOIN' POSTAL FERGUS FALLS	33.98
GOODIN COMPANY	265.51
GOPHER STATE ONE CALL	95.85
GRAINGER INC	25.44
GRAND FORKS FIRE EQUIPMENT LLC	82.33
GRANITE ELECTRONICS	223.20
GRAYMONT (WI) LLC	6,049.62
GREAT PLAINS NATURAL GAS CO	5,243.39
HACH COMPANY	269.92
HAWKINS INC	6,025.23
HERZOG ROOFING	1,050.00
HIRERIGHT LLC	524.05
HOME DEPOT CREDIT SERVICES	622.32
HOOPLA	1,654.79
HUNTINGTON NATIONAL BANK	16,985.57
INDEPENDENT SCHOOL DIST. #544	550.00
INLAND TRUCK PARTS COMPANY	1,048.37
JACKSON FAMILY TRUCKING LLC	127.50
JOHNSON BROTHERS LIQUOR CO	29,141.46
JOHNSON CONTROLS INC	639.58
J J KELLER & ASSOCIATES INC	409.48
LAKE COUNTRY GRAPHICS, INC.	157.77
LAKE REGION ELECTRIC COOP	2,395.37
LAKES COUNTRY SVC COOP	166,246.98
LAKEWAY EXPRESS LLC	64.04
R L LARSON EXCAVATING INC	5,000.00
LAWSON PRODUCTS INC	64.38
LEAGUE OF MN CITIES INS TRUST	2,000.00
LIBERTY TIRE SERVICES LLC	427.50
LOCATORS & SUPPLIES INC	51.99
VICTOR LUNDEEN COMPANY	1,951.42
MII LIFE INCORPORATED	1,430.10
M-R SIGN COMPANY INC	1,357.85
MACQUEEN EQUIPMENT INC	15,132.07
MARCO TECHNOLOGIES LLC	14,878.02
MAVERICK WINE LLC	12,520.00
MCMASTER-CARR SUPPLY CO	423.59
METRO SALES, INC	264.66

5/16/2022

R E S O L U T I O N   R E C O R D

MIDWEST PRINTING COMPANY	1,135.00
MINNESOTA MOTOR COMPANY	14.03
MOORE ENGINEERING INC	2,155.00
PAM MUXFELDT	174.10
NEW HORIZONS ENERGY	1,020.03
NORTHLAND TRUST SERVICES, INC.	156,369.38
NYCKLEMOE & ELLIG, P.A.	9,225.00
OLSEN CHAIN & CABLE INC	247.13
OLSON OIL COMPANY INC	33,363.02
OLYMPIC SALES INC	134.83
OTTER TAIL POWER COMPANY	56,219.30
OTTER TAIL TELCOM	4,752.69
OUTSTATE BREWING COMPANY	4,759.00
PAUSTIS WINE COMPANY	911.25
PEPSI BEVERAGE COMPANY	205.79
WILLIAM PETERSEN	876.92
PHILLIPS WINE & SPIRITS CO	19,657.10
POLICE DEPT CONTINGENCY FUND	60.00
POLICE DEPT PETTY CASH	56.06
PRODUCTIVITY PLUS ACCOUNT	786.92
RMB ENVIRONMENTAL LABORATORIES	915.00
RED RIVER FLAGS	523.45
REVTRAK INC	8,540.70
RHOMAR INDUSTRIES INC	939.80
ROGNESS CONTRACTING	43,695.63
ROYAL TIRE INC	180.06
BEN SCHIERER	237.45
MARK SCHROEDER	2,484.20
SERVICE FOOD SUPERVALU	13.95
SHERWIN WILLIAMS CO	169.66
SKY CREW SERVICES, LLC	5,500.00
SOUTHERN GLAZER'S OF MN	18,884.90
SPECIALTY SOLUTIONS LLC	4,197.00
SPEE*DEE DELIVERY SERVICE INC	128.57
STEVENS COUNTY HWY DEPT	250.00
STREICHER'S INC	279.00
TAFT STETTINIUS HOLLISTER LLP	1,327.50
TAG-UP	3.00
TRAFFIC CONTROL CORPORATION	1,745.00
UGSTAD PLUMBING INC	292.50
USA BLUEBOOK	2,833.00
US BANK EQUIPMENT FINANCE	582.34
VERIZON WIRELESS	1,085.38
VIKING INDUSTRIAL CENTER	272.74
VINOCOPIA INC	3,554.50
WALLWORK TRUCK CENTER F.F.	485.93
WELLS FARGO - INVESTMENTS	1,257,006.07

5/16/2022

R E S O L U T I O N   R E C O R D

WEST CENTRAL INITIATIVE	7,500.00
WEST TOOL & DESIGN, INC.	614.89
WHAT A HOOT QUILTING	50.00
WIMACTEL INC	132.00
WINE MERCHANTS INC	777.50
WORKFORCE DEVELOPMENT SOLUTION	500.00

TOTAL OTHER GOVERNMENT	186,546.57
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TOTAL OTHER VENDORS	2,243,833.82
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TOTAL ALL VENDORS	2,430,380.39
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## MEMORANDUM

**Date:** May 4, 2022  
**To:** Honorable Mayor Schierer and City Council Members  
**From:** Kent Louwagie, PE, Principal Engineer  
Grant J. Kuper, PE, CFM, Project Manager  
**Subject:** Downtown Riverfront Improvements Phase 1  
City of Fergus Falls, Minnesota  
Project No.: OD1.125985

This memo provides an update on the Downtown Riverfront Improvements Phase 1 project, specifically the parking stall layout as well as the alleyway curb cuts.

### Phase 1 Parking Layout

Design of the DTRF Phase 1 project required balancing the desired site amenities while also considering the necessary parking. Prior to the project, the existing parking lot utilized 60° angled parking with 8.5' wide stalls, providing a total of 199 stalls. It is our understanding that this lot was oversized for its usage by the downtown businesses, resulting in a portion of the lot often empty.

Knowing that the Phase 1 riverwalk and Market Structure would impact the parking lot size, we sought to maximize the space as much as possible through our design. The minimum recommended parking stall width is 8.5-feet. The designed layout, which is currently painted, has 9-foot wide stalls at 90°, providing 127 total stalls.

We've received comments from adjacent businesses that drivers with longer than average vehicles have difficulty parking in the current configuration. We visited several businesses adjacent to the new parking lot, requesting their feedback and any feedback they have heard from customers. The results were mixed. Some businesses wanted to keep the current configuration to maximize stalls, others wanted it redesigned to aid ease of parking. Since the top layer of pavement in the parking lot is yet to be constructed, there is an opportunity to redesign the parking layout, if desired, when the permanent pavement markings are placed.

Attached are two alternate designs for consideration. Figure 1 depicts 90° stalls, like the current layout, but widens the stalls from 9 to 10 feet. This would allow vehicles easier access for parking, but it eliminates 14 stalls from the current design, resulting in 113 total stalls.

Figure 2 depicts 60° angled parking with 9-foot wide stalls which is similar to the pre-construction parking lot configuration. This layout eliminates 25 stalls from the current design, resulting in 102 total stalls.

The parking layout as designed meets or exceeds typical design standards, and maximizes the number of stalls in the new parking lot. It is reasonable to assume the Market Structure will increase parking demand. Since this concern was also brought up at a prior city council meeting, we are requesting feedback from the City Council prior to proceeding with the permanent striping.

Name: Honorable Mayor Schierer and City Council Members

Date: May 4, 2022

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### **North Alley Curb Cuts**

We have also received feedback from businesses regarding the surmountable curb and concrete pavement on the north side of the alley in Phase 1. Prior to this project, the existing parking lot pavement butted up to the buildings. The drainage was poor, and the pavement was deteriorated. The design intent of the new surmountable curb is to control drainage in the alley and guide traffic along the buildings. The concrete pavement between the curb and the buildings serves as a low maintenance boulevard.

Curb cuts through the surmountable curb were not included in the design, as the concrete pavement is not intended to be a sidewalk. However, during construction, a curb cut in the surmountable curb was constructed in the center of the block, at the request of a business owner. This curb cut was intended to allow a low-profile curb opening for all businesses on this block.

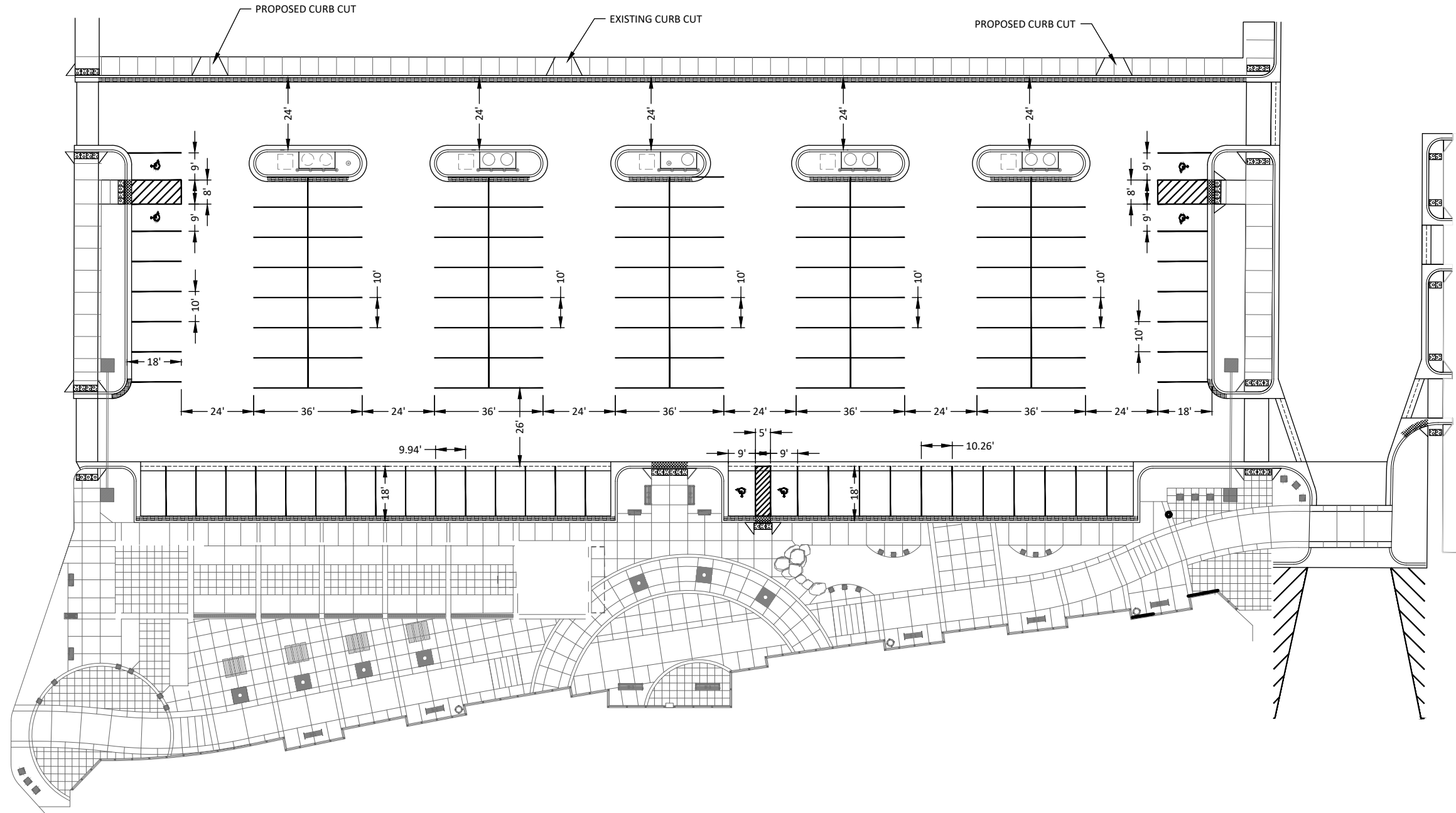
We have since received requests for additional curb cuts from other businesses. To retrofit a curb cut, about 20' of curb and sidewalk would need to be removed and replaced at each location, estimated at \$6,000 per curb cut. Prior to proceeding with these changes, we are requesting input from the City Council on this matter.

Please note that the top layer of parking lot pavement has not been constructed yet, so there is about a 1-inch "drop off" from the curb to the pavement. That will no longer exist once the final paving is completed, which may diminish requests for a curb cut. This photo shows the existing curb cut, and the temporary drop off at the edge of the curb.

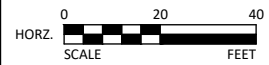


Enclosures: Two Alternative Parking Layouts

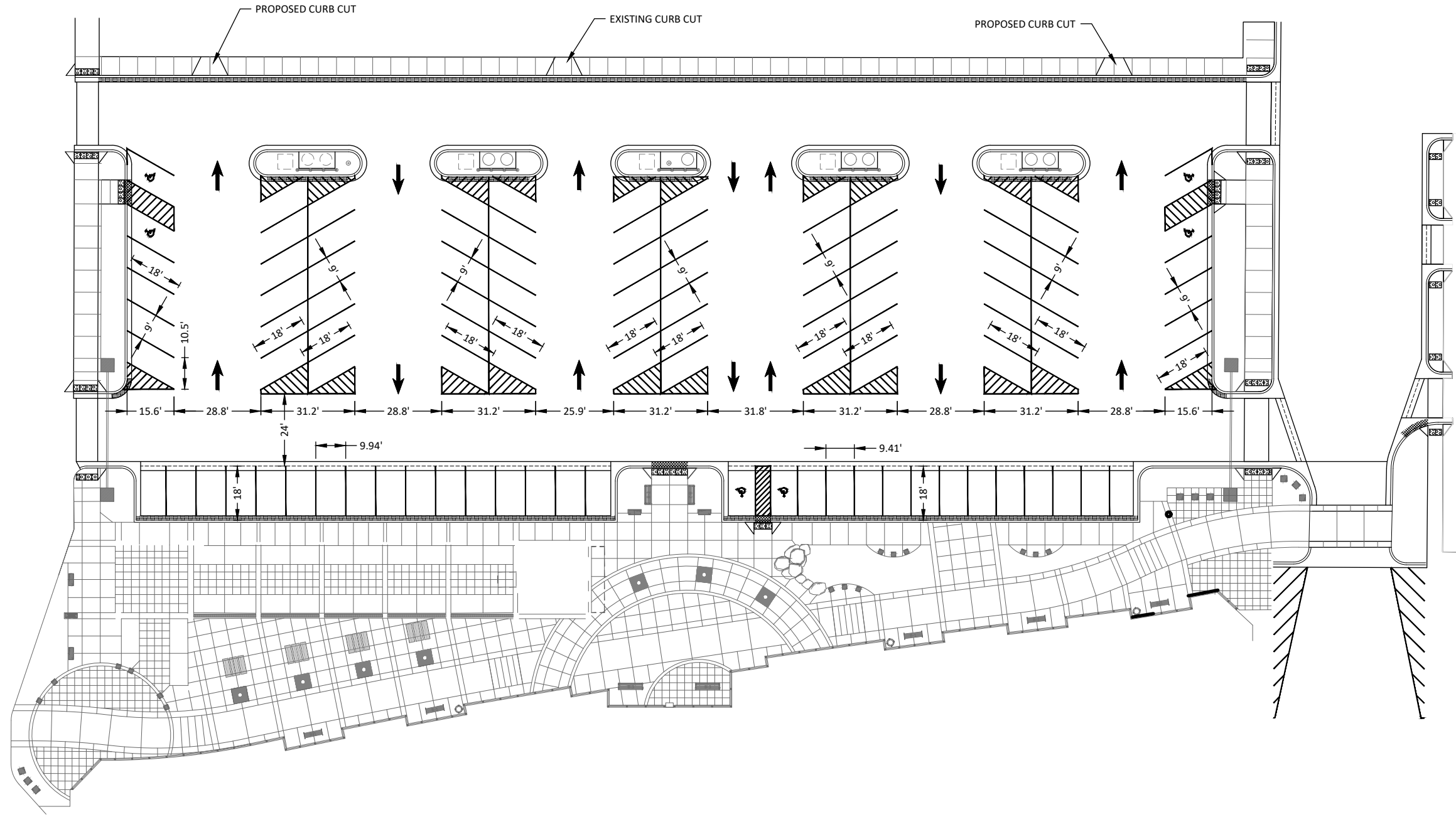
As Bid: 127 Stalls  
Pre-con: 199 Stalls



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As Bid: 127 Stalls  
Pre-con: 199 Stalls



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