



CITY OF SPRING PARK
CITY COUNCIL AGENDA
APRIL 18, 2022 – 7:00 PM
SPRING PARK CITY HALL

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ADOPT MEETING AGENDA
4. ADOPT CONSENT AGENDA*
 - a. Approve Regular City Council Meeting Minutes from April 4, 2022
 - b. The Mulch Store Agreement for Yard Waste Disposal
5. PUBLIC FORUM**
6. PRESENTATIONS & GUEST SPEAKERS
7. PUBLIC HEARINGS
8. PETITIONS, REQUESTS, & APPLICATIONS
 - a. Back Channel – Fast & The Beerious - Special Event Permit Application
 - b. Back Channel – Sunset Sets – Special Event Permit Application
 - c. Back Channel – Artimer Markets – Special Event Permit Application
 - d. Back Channel – Run for a Reason Running Series – Spec. Event Permit Application
9. ORDINANCES & RESOLUTIONS
 - a. Resolution 22-10: MN DOT - Master Partnership Contract
10. REPORTS OF OFFICERS AND COMMITTEES
 - a. Mayor & Council:
 - b. City Staff:
 - c. Contract Staff: Black Lake Road - Approve Construction Bid
11. NEW BUSINESS & COMMUNICATIONS
12. CLAIMS FOR PAYMENT
 - a. April 18, 2022 Claims
13. UPCOMING MEETINGS & TRAINING
 - a. April 18 - Regular City Council Meeting – 7:00PM
 - b. April 18 - City Council Work Session – 6:00PM
 - c. April 19 - Special City Council Meeting – 7:00PM
 - d. May 2 - Regular City Council Meeting – 7:00PM
14. MISCELLANEOUS (INFORMATION ONLY)
 - a. City Administrator Candidates - Draft Interview Schedule
15. ADJOURNMENT

* The Consent Agenda lists those items of business which are considered to be routine, recommended for approval, and/or which need no discussion. The several separate items listed on the Consent Agenda are acted upon by one motion. There will be no separate discussion of these items unless a Council Member makes a request, in which event the item will be removed from the Consent Agenda and placed elsewhere on the regular agenda for Council discussion and action.

** Under Public Forum individuals may address the City Council about any item not contained on the regular agenda. Each speaker should keep their statements to three minutes to allow sufficient time for others. The Council will take no official action on items discussed at the forum, with the exception of referral to staff for future report.



CITY OF SPRING PARK
CITY COUNCIL MINUTES
APRIL 4, 2022 – 7:00 PM
SPRING PARK CITY HALL

1. CALL TO ORDER

The meeting was called to order at 7:00p.m.

Mayor Jerome P. Rockvam and Council Member’s Chase, Hughes, and Hoffman (via teleconference) were present. Council Member Horton was absent.

Staff Present: Interim City Administrator Brimeyer and City Engineer Nielson

2. PLEDGE OF ALLEGIANCE

Mayor Rockvam led the audience in the Pledge of Allegiance.

3. ADOPT MEETING AGENDA

Council Member Hughes motioned, being seconded by Council Member Chase to adopt the meeting agenda as presented. On vote being taken, the motion was unanimously approved.

4. ADOPT CONSENT AGENDA

Council Member Hughes motioned, being seconded by Council Member Chase to:

- a. Approve Regular City Council Meeting Minutes from March 21, 2022
- b. Approve Work Session Minutes from March 21, 2022

On vote being taken, the motion was unanimously approved.

5. PUBLIC FORUM – Robert Thompson, 3861 Park Lane, brought forward the issue regarding the City Park property residents are crossing over it to access their property. One resident who has access to their home via Mapleton was crossing over. The city placed boulders in the area to avoid this from happening. Thompson is interested in an easement. The Council will get the City Attorney involved to review and report back with their findings and options.

6. PRESENTATIONS & GUEST SPEAKERS – none

7. PUBLIC HEARINGS – none

8. PETITIONS, REQUESTS, & APPLICATIONS

- a. Minnesota Bound Crappie Contest

Council Member Chase motioned, being seconded by Council Member Hughes, to approve the application for the MN Bound Crappie Contest. On vote being taken, the motion was unanimously approved.

b. Denny's Super 30 Bass Tournament

Council Member Chase motioned, being seconded by Council Member Hughes, to approve the application for Denny's Super 30 Bass Tournament. On vote being taken, the motion was unanimously approved.

c. Lord Fletcher's 2022 Live Music

Council Member Chase motioned, being seconded by Council Member Hughes to approve the application for the Lord Fletcher's 2022 Live Music. On vote being taken, the motion was unanimously approved.

d. Curbside Waste Garbage Hauler

Council Member Chase motioned, being seconded by Council Member Hughes to approve the application for the new garbage hauler license for Curbside Waste. On vote being taken, the motion was unanimously approved.

9. ORDINANCES & RESOLUTIONS

a. Ordinance 22-01: Amending Zoning/Shoreland Ordinance Requiring Interim Use Permits for Short-Term Rentals

Council Member Chase motioned, being seconded by Council Member Hughes to adopt the meeting agenda as presented. On vote being taken, the motion was unanimously approved.

b. Ordinance 22-02: Amending Chapter 10, Building and Building Regulations and Signs

Council Member Chase motioned to approve Ordinance 22-02 subject to amending the language under Section 10-37 (a) to read as follows: "The 2021 International Property Maintenance Code and its amendments are adopted by reference as the property maintenance code for the short-term rental interim use permits", seconded by Mayor Rockvam. On vote being taken, the motion was unanimously approved.

10. REPORTS OF OFFICERS AND COMMITTEES

a. Mayor & Council: none

b. City Staff;

- i. Interim Administrator Report & Hours for week of 4/4/22 – added for information only
- ii. City of Spring Park Audit Engagement Agreement – MMKR - estimated cost of audit will be around \$20-\$22K and will start 4/25/22.
- iii. Emerald Ash Borer Tree Care Agreement: added for information. Council Member Chase inquired about the resident benefit to utilize the services and asked if we can put it on the City website.
- iv. Agreement with Yacht Owner – added for information only – Brimeyer provided copy signed by the Yacht Owner signed and dated by the boat owner. Mayor Rockvam asked about the time limit on keeping the boat at that

location – ordinance states he can store the boat there until the 1st of June. Brimeyer is to contact the County Attorney to discuss a timeline.

c. **Contract Staff:**

City Engineer Nielson provided an update on the Black Lake Road Construction project. The Ad for Bids was sent out & due back 4/14. Council Member Chase asked about a start date for construction, Nielson stated as soon as we have bids back, we should a better idea of timing.

Mayor Rockvam inquired about the turnaround for West Arm West. Brimeyer said it was taken out of the project.

10. **NEW BUSINESS & COMMUNICATIONS** – none

12. **CLAIMS FOR PAYMENT**

a. April 4, 2022, Claims

Council Member Hughes motioned, being seconded by Council Member Chase to approve the claims for payment. On vote being taken, the motion was unanimously approved.

13. **UPCOMING MEETINGS & TRAINING** –

- a. April 13 - Planning Commission Meeting – 6:00PM
- b. April 13 - LMCD Board Meeting – 6:00PM
- c. April 18 - Regular City Council Meeting – 7:00PM
- d. April 18 - City Council Work Session – 6:00PM
- e. April 19 - Special City Council Meeting – 7:00PM

14. **MISCELLANEOUS (INFORMATION ONLY)** - none

- a. April 21 - Metro Cities Annual Meeting – 4:00PM

15. **ADJOURNMENT**

There being no further discussion, Council Member Chase motioned, being seconded by Council Member Hughes to adjourn the meeting at 7:48 p.m. On vote being taken, the motion was unanimously approved.

Jamie Hoffman, City Clerk

Jim Brimeyer, Interim City Administrator

**AGREEMENT FOR DISPOSAL BETWEEN
SPECIALIZED ENVIRONMENTAL TECHNOLOGIES, LLC
AND THE CITY OF SPRING PARK**

This agreement is made and entered into by the City of Spring Park, hereinto referred to as the City, and Specialized Environmental Technologies, Inc, or any successor, hereinto referred to as SET.

Section 1. TERM OF AGREEMENT

This agreement will commence on April 11, 2022 and run through November 30, 2022 or when the site is closed for the season.

Section 2. AREA TO BE SERVED

SET will accept delivered, compostable yard waste material, without charge, from the private (i.e., non-commercial) residents of the City of Spring Park provided the material is prepared and delivered to the facility in a manner reasonably acceptable to SET. The residents of the City will be required to show proper identification confirming they live in the City of Spring Park.

Section 3. COMPOSTABLE MATERIALS

The following are examples of the materials that will be accepted at the yard waste composting facility at no charge to residents of the City of Spring Park:

Grass/Lawn Clippings	Garden Waste	Leaves
Weeds	Mil Foil	

Items may be added to or deleted from this list as agreed between the parties or required by law.

Section 4. PAYMENT

For the operation of accepting material from the residents of the City of Spring Park, the City will pay \$1,500.00 up front to cover the material brought in by the residents of the City of Spring Park. SET shall keep records of all yardages that are brought into the facility by the residents of the City. The \$1,500.00 will cover 300 cubic yards. If the total for the year is less than 300 cubic yards SET will refund the City the difference at \$5.00 per cubic yard for ever cubic yard under 300. If the total for the year is more than 300 cubic yards the City will pay SET \$4.00 per cubic yard for every cubic yard over 300.

Section 5. **CANCELLATION AND TERMINATION**

Either party may terminate this Agreement for a material breach of the Agreement by the other party after giving written notice of breach and allowing the other party thirty (30) days to correct the breach to the satisfaction of the complaining party.

Except as provided in the paragraph above, this Agreement may be canceled by either party only after thirty (30) days negotiation period and ninety (90) days notice to the other party.

Section 6. **APPLICABLE LAW**

This agreement is entered into, and governed by, laws of the State of Minnesota.

Section 7. **ENTIRE AGREEMENT**

This agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement

In witness thereof, the parties hereto executed this agreement on the _____ day of _____, 2022.

City Of Spring Park

**Specialized Environmental Technologies
DBA: The Mulch Store**

Jamie Hoffman
City of Spring Park

Ryan Tritz
Specialized Environmental Technologies, Inc.



STAFF MEMO
BACK CHANNEL BREWERY
FAST & BEERIOUS - SPECIAL EVENT
MAY 19 & AUGUST 18, 2022

1. **BACKGROUND:** Back Channel Brewery is requesting a permit for a special event to be held on Thursday, May 19th and August 18th 2022. The Fast and the Beerious is an event that is a European car show and is scheduled from 5:00 p.m. to 8:00 p.m. The event will not include outdoor music or amplified sound but will allow for patrons to have alcoholic beverages in a defined area of the north parking lot which will be demarcated with barriers. The site plan of the event in the north parking lot is the same as their previous summer car shows.
2. **DISCUSSION:** The request for outdoor alcohol requires a special event application and a one-day temporary on-sale license that should be included in the motion if approved by the Council.

A list of draft conditions is attached for Council review. The event organizers will need to coordinate with the Mound Fire Department and Orono Police Department prior to the event to ensure that all necessary safety precautions have been taken.

3. **FINANCIAL CONSIDERATIONS:** All required permit fees have been received.
4. **RECOMMENDED ACTION:** Approve Special Event Application No. 22-06 and Temporary On-Sale Liquor License for Back Channel Brewery for an event on Thursday, May 19th and August 18th, 2022 with the attached list of conditions.



FINAL CONDITIONS
BACK CHANNEL BREWING
FAST AND THE BEERIOUS
THURSDAY, MAY 19th & AUGUST 18th

SPECIAL EVENT CONDITIONS

1. Event organizer must obtain a one-day temporary on-sale liquor license from the Minnesota Department of Public Safety, Alcohol & Gambling Enforcement Division.
2. Any alcoholic beverages being sold or taken outside of the principal building shall be limited to confines of the defined outdoor area consistent with the approved site plan that must be demarcated with barriers. At no point shall any alcoholic beverages be allowed outside of the demarcated outdoor area or the principal building and patio area.
3. Any and all temporary entrances to the outdoor area must be staffed by a designated ID monitor.
4. All mobile food units operating at the event must be licensed by the City of Spring Park.
5. Any additional conditions recommended by the Mound Fire Department and the Orono Police Department shall be complied with.



STAFF MEMO
BACK CHANNEL BREWERY
SPECIAL EVENT – SUNSET SETS
SATURDAY MAY 14, 2022

1. **BACKGROUND:** Back Channel Brewery is requesting a permit for a special event to be held on Saturday May 14th, 2022. The “Sunset Sets” special event is scheduled from 3:00 p.m. to 9:00 p.m. and it will include outdoor music (live DJ) in the brewery’s extended patio area of the south parking lot.
2. **DISCUSSION:** The request for outdoor music requires a special event application.

A list of draft conditions is attached for Council review. The event organizers will need to coordinate with the Mound Fire Department and Orono Police Department prior to the event to ensure that all necessary safety precautions have been taken.
3. **FINANCIAL CONSIDERATIONS:** All required permit fees have been received.
4. **RECOMMENDED ACTION:** Approve Special Event Application No. 22-07 for event on May 14th with the attached list of conditions.



FINAL CONDITIONS
BACK-CHANNEL BREWERY SPECIAL
EVENT – “SUNSET SETS” LIVE MUSIC
SATURDAY MAY 14, 2022

SPECIAL EVENT CONDITIONS

1. At no point shall any alcoholic beverages be allowed outside of the previously approved extended patio area (demarcated with barriers) or the principal building.
2. Live music (including music played by a DJ) will be permitted between the hours of 3:00 pm and 9:00 pm. Additionally, all noise shall comply with section 18-122 of the Spring Park City Code. In the event of legitimate complaints made to the Orono Police Department, Back Channel Brewing shall be required to comply with any and all recommendations made by the Orono Police Department to bring the noise levels into compliance.
3. The event organizer must send notice of the event to all properties within 350 feet of the Brewery. The City will provide the event organizer with a list of properties to be notified.
4. Any additional conditions recommended by the Mound Fire Department and the Orono Police Department shall be complied with.



STAFF MEMO
BACK-CHANNEL BREWING CO.
SPECIAL EVENT – ARTIMER MARKETS
WEDNESDAYS – 5/25, 6/29, 7/27, 8/31, 9/29

1. **BACKGROUND:** Back Channel Brewery’s “Artimer Markets” began in 2018 after a conditional use permit (CUP) was approved by resolution of the City Council on April 16, 2018. A special event permit application is necessary for any event that deviates from their approved CUP including hours, outdoor music, or alcohol.
2. **DISCUSSION:** Back Channel Brewery has submitted applications for special events held in conjunction with their artisan/farmers market on the last Wednesday of the month from May through September. The events are scheduled from 5:00p to 8:00p and are proposed to include outdoor live acoustic music from 5:00p to 8:00p and would also allow for patrons to have alcoholic beverages in the market area.

A list of draft conditions is attached for Council review. Both Police and Fire have reviewed the application and have given their consent with no additional comments.

3. **FINANCIAL CONSIDERATIONS:** All required fees have been received.
4. **RECOMMENDATION:** Approve Special Event Application No. 22-08 and Temporary On-Sale Liquor Licenses for Back Channel Brewery for events on May 25, June 29, July 27, August 31 and September 29 with the attached list of conditions.



FINAL CONDITIONS
BACK-CHANNEL BREWING CO.
SPECIAL EVENT – ARTIMER MARKETS
WEDNESDAYS – 5/25, 6/29, 7/27, 8/31 &
9/29

SPECIAL EVENT CONDITIONS

1. Event organizer must obtain a one day temporary on-sale liquor license from the Minnesota Department of Alcohol & Gambling Division.
2. Any alcoholic beverages being taken outside of the principal building shall be limited to a defined area that must be demarcated with barriers. At no point shall any alcoholic beverages be allowed outside of the demarcated outdoor area or the principal building.
3. Live music (including music played by a DJ) will be permitted between the hours of 5:00 pm and 8:00 pm. Additionally, all noise shall comply with section 18-122 of the Spring Park City Code. In the event of legitimate complaints made to the Orono Police Department, Back Channel Brewing shall be required to comply with any and all recommendations made by the Orono Police Department to bring the noise levels into compliance.
4. The event organizer must send notice of the event to all properties within 350 feet of the Brewery. The City will provide the event organizer with a list of properties to be notified.
5. Any additional conditions recommended by the Mound Fire Department and the Orono Police Department shall be complied with.



STAFF MEMO
BACK-CHANNEL BREWING
RUN FOR A REASON BREWERY RUNNING
SERIES
SPECIAL EVENT
SUNDAY MAY 22ND, 2022

1. **BACKGROUND:** Back Channel Brewery is requesting a permit for a special event to be held on Sunday, May 22, 2022. The event is scheduled from 11:00 a.m. to 2:00 p.m. The event will allow for patrons to have alcoholic beverages in a defined area of the north parking lot which will be demarcated with barriers.
2. **DISCUSSION:** The request for outdoor alcohol requires a special event application and a one-day temporary on-sale license that should be included in the motion if approved by the Council.

A list of draft conditions is attached for Council review. The event organizers will need to coordinate with the Mound Fire Department and Orono Police Department prior to the event to ensure that all necessary safety precautions have been taken.

3. **FINANCIAL CONSIDERATIONS:** All required permit fees have been received.
4. **RECOMMENDED ACTION:** Approve Special Event Application No. 22-09 and Temporary On-Sale Liquor License for Back Channel Brewery for an event on Sunday, May 22nd with the attached list of conditions.



FINAL CONDITIONS
BACK-CHANNEL BREWERY SPECIAL
EVENT – RUN FOR A REASON
SUNDAY MAY 22, 2022

SPECIAL EVENT CONDITIONS

1. Event organizer must obtain a one day temporary on-sale liquor license from the Minnesota Department of Alcohol & Gambling Division.
2. Any alcoholic beverages being sold or taken outside of the principal building shall be limited to confines of the defined outdoor area consistent with the approved site plan that must be demarcated with barriers. At no point shall any alcoholic beverages be allowed outside of the demarcated outdoor area or the principal building and patio area.
3. Any and all temporary entrances to the outdoor area must be staffed by a designated ID monitor.
4. All mobile food units operating at the event must be licensed by the City of Spring Park.
5. Any additional conditions recommended by the Mound Fire Department and the Orono Police Department shall be complied with.

**CITY OF SPRING PARK
SPRING PARK, MINNESOTA**

RESOLUTION NO. 22-10

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

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

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

Therefore, be it resolved:

1. That the City of Spring Park, enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the Council.
2. That the proper City of Spring Park officers are authorized to execute such contract, and any amendments thereto.
3. That the City Engineer 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 Engineer may execute such work order contracts on behalf of the City of Spring Park without further approval by this Council.

ADOPTED by the City Council of the City of Spring Park this 18th day of April 2022.

CITY OF SPRING PARK

Approved:

Jerome P. Rockvam, Mayor

Attest:

Jamie Hoffman, City Clerk

Metro State Aid
1500 County Road B2, Roseville, MN 55113

651-234-7773
sharon.lemay@state.mn.us

To: Local Agency

Date: April 5, 2022

RE: **Proposed Master Partnership Contract**

Attached is a copy of a proposed master partnership contract between the Minnesota Department of Transportation (Mn/DOT) and your Local Agency.

The Master Partnership Contract provides a framework for Mn/DOT and Local Agencies to provide services and payment to each other. A few MnDOT provided routine services are included in the contract—see Exhibit A-- but all other services require work orders describing costs and scope.

Kindly review the enclosed document and if acceptable, arrange to have it presented to your Council/Board for their approval and execution. Please provide signatures only under the **Local Government** heading.

Also required is a new resolution passed by the Council/Board authorizing its officials to sign and execute the agreement on its behalf. **(Only the named officials may sign the agreement: if anyone else signs in the named official's place, the agreement will not be executed.)**

Please return to me at sharon.lemay@state.mn.us. Please note that no work shall be performed by Mn/DOT personnel until the full execution of the agreement. After execution by Mn/DOT and other State officials, a copy of the agreement will be returned to you.

If you have any questions or require additional information, please feel free to contact me at 651-234-7773. If your local agency will not be executing this contract, please send me an email informing me of this so I can remove you from our list.

Thank You

Sharon LeMay, Metro State Aid

An Equal Opportunity Employer



**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 Spring Park City, acting through its City Council, in this contract referred to as the "Other Party."

Recitals

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

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 \$25,000.00.
- 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 1050221W[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 Repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and median barriers on bridges. Includes related traffic control.
2819	Bridge Curb, Walk And Railing	
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 followed 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 Bridge Management System	
1421	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).
2829	Bridge Superstructure	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.
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. Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete, reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices). Use for surveys to provide staking for the contractor's operations and for any other construction phase surveying All surface crack sealing, crack filling, or rout and seal operations. Includes related materials, hauling, stockpiling, and traffic control.
1734	Construction Materials Inspections	
1802	Construction Surveying	
2106	Crack Sealing	
3023	Elec Comm Eq Rep - Miles	
0400	Equipment Calibration-Mat Insp	Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects. All construction project field inspection (not cyclical inspection of assets), including preparatory plans & spec review, measurement, and verification other than environmental monitoring. Includes field inspection of materials such as gradations, densities/DCP, proctors, compaction, slump tests, and field air tests. Witnessing claims, determination and computation of pay quantities, materials control and certification for progress vouchers, but not for final payments. Includes collecting and transporting samples for lab tests, but not the actual laboratory verifications. Includes all construction phase project related activities for project and resident engineers such as problem resolution, guidance and direction to field technicians. Includes all miscellaneous field engineering expenses used by district offices such as space rental, utilities, or other costs charged to the construction project. Includes all work associated with evaluation of implementation of intelligent compaction devices to determine if construction contract terms have been met. All district field and office tasks needed to respond to supplemental "Requests for Survey Data" and add the data to the surveys base map or DTM. Use for time, materials, and travel expenses when developing or delivering training. Includes course preparation, designing materials, and managing training records. Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. Includes related traffic control. Indirect shop expenses and shop equipment. Allocate to mobile equipment.
1800	Field Inspection	
1040	Final Design Surveys	
0601	Gen Training Preparation - Delivery	
2210	Guardrail-Install/Repair/Maintenance	
2624	Indirect Expense	
1871	Lighting Maintenance & Utilities	All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes repairing, maintaining, or replacing supports necessary for roadway lighting luminaries. Includes patrol highway lighting, inspect lighting structures, electrical service for highway lighting, re-lamping, pump stations, anti-icing systems, truck roll-over warning systems and electrical repairs. Includes traffic control in support of roadway lighting activities. Use for tasks related to public inquiries/complaints, review utility billings, provide data, and conduct field reviews.

Source Code	Title	Description
1875	Locate One Call	<p>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.</p> <p>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.</p>
1732	Material Testing & Inspection	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.
2660	Misc Revenue	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.
2822	Miscellaneous Bridge Maintenance	To be used by Statewide Radio Communications personnel to record on-call time.
3049	On Call Electronic Communications Infrastructure 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.
2142	Overhead Sign Panel Maintenance	Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching
2102	Patching	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.
1520	Pavement Management System	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.
2406	Plowing & Material Application	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.
3005	Radio - Mobile Equipment	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).
3027	Radio Programming	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 Code list.
3002	Radio/Electronic Infrastructure	Use for design of microwave, radio and miscellaneous electronic systems.
3007	Radio/Electronic System Engineering	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.
3009	Radio/Electronic System Upgrade & Installation	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.
1716	Record Sampling	

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

Check #	Employee/Council Name	Check Amount	Check Date
5891	Hoffman, Jamie K.	\$2,244.98	4/15/2022
5892	Xiong, Patria	\$1,770.26	4/15/2022
	Sub Total	\$4,015.24	
	Chase, Mark		
	Hoffman, Jeff		
	Horton, Pam		
	Hughes, Gary		
	Rockvam, Jerry		
	Sub Total	\$0.00	
	Electronic Misc. Disbursements		
EFT# 30814	PERA Employer Payroll Payment for 04/15/2022	\$739.20	4/18/2022
EFT# 30813	FICA Employee/Employer Payroll Withholding Taxes for 04/15/2022	\$1,078.15	4/18/2022
EFT# 30816	March 22' Wells Fargo Monthly Bank Charge	\$137.98	4/11/2022
EFT# 30817	April 22' PSN monthly fee for (Payment Services Network)	\$139.95	4/4/2022
	Sub Total	\$2,095.28	
	Ck#32773 - Fire Contract	\$42,995.00	3/31/2022
	Claims: Ck# 32774 - 032792	\$64,540.86	4/14/2022
	TOTALS	\$113,646.38	

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Batch: 03312022FireServices,040722PAY

Name	Check Date	Check Amt	
10100 Wells Fargo Bank NA			
32773 CITY OF MOUND FINANCE DEPT.	3/31/2022	\$42,995.00	2022 2nd Qtr.Contractd Fire Service & Protect
32774 JAMES L. BRIMEYER	4/14/2022	\$3,520.00	Interim City Administrator 03/28/22 - 04/08/22 (
32775 CENTERPOINT ENERGY	4/14/2022	\$738.55	Gas Usage for WTP - 02/19/22-03/21/22
32776 FIVE TECHNOLOGY, INC.	4/14/2022	\$2,387.00	April 22' Monthly iT Managed Utility Service
32777 GOOD TO BE HOME CLEANING	4/14/2022	\$250.00	March 22' City Hall Cleaning Services
32778 GOVOFFICE LLC	4/14/2022	\$660.00	2022 Annual Web Base Service 3/1/22 - 2/28/2
32779 KENNEDY & GRAVEN, CHARTER	4/14/2022	\$2,089.56	Feb 22' Legal Services for General Municipal M
32780 LOFFLER COMPANIES, INC.	4/14/2022	\$155.34	Copier Usage Agreement for 02/22/22 - 03/21/2
32781 MEDIACOM, LLC	4/14/2022	\$355.90	Internet Services - 04/11/22-05/10/22
32782 METRO COUNCIL ENVIRON SER	4/14/2022	\$19,614.95	May 22' Wastewater Treatment Monthly Fee
32783 MNSPECT, LLC	4/14/2022	\$1,755.18	March 22' Plan Check Fees
32784 NAVARRE TRUE VALUE HARDW	4/14/2022	\$41.97	Public Works purchased Epoxy Putty and Back
32785 QUALITY CONTROL & INTEGR., I	4/14/2022	\$962.00	General repair and maintenance on Lift Station
32786 REPUBLIC SERVICES, INC	4/14/2022	\$1,494.60	March 22' Residential Recycling Services - 03/
32787 SAMBATEK, INC.	4/14/2022	\$21,060.71	Engi.Fees - Black Lake Road - Roadway Desi
32788 TRINITY ENV EQUIP, INC.	4/14/2022	\$1,316.80	Services on QED Air Stripper at WTP
32789 US BANK	4/14/2022	\$2,052.19	Purchase of Dell Docking Stations and Keyboar
32790 VELOCITY TELEPHONE	4/14/2022	\$250.33	April 22' Phone & Long Distance Service - 04/2
32791 VESCO, INC.	4/14/2022	\$232.49	Purchase of EVOQUA PM Kit S10k Unit 3 Rota
32792 XCEL ENERGY	4/14/2022	\$5,603.29	Electric Usage for Traffic Signal at 4468 Shoreli
Total Checks		\$107,535.86	

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Batch: 03312022FireServices,040722PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 Wells Fargo Bank NA					
32773	03/31/22	CITY OF MOUND FINANCE DEPT.			
E 101-42260-310		Contracted Services	\$42,995.00	00002511B	2022 2nd Qtr.Contractred Fire Service & Protection
		Total	\$42,995.00		
32774	04/14/22	JAMES L. BRIMEYER			
E 101-41500-101		Administrtor	\$1,173.34	041222	Interim City Administrator 03/28/22 - 04/08/22 (43 hrs onsite, 2 offsite)
E 601-49400-101		Administrator	\$1,173.33	041222	Interim City Administrator 03/28/22 - 04/08/22 (43 hrs onsite, 2 offsite)
E 602-49450-101		Administrator	\$1,173.33	041222	Interim City Administrator 03/28/22 - 04/08/22 (43 hrs onsite, 2 offsite)
		Total	\$3,520.00		
32775	04/14/22	CENTERPOINT ENERGY			
E 601-49400-381		Utilities/Electric/Gas	\$188.14	041322A	Gas Usage for WTP - 02/19/22-03/21/22
E 602-49450-381		Utilities/Electric/Gas	\$188.14	041322A	Gas Usage for WTP - 02/19/22-03/21/22
E 101-41900-381		Utilities/Electric/Gas	\$263.67	041322B	Gas Usage for City Hall - 02/19/22-03/21/22
E 602-49450-381		Utilities/Electric/Gas	\$98.60	041322C	Gas Usage for Lift#1-6 - 02/19/22-03/21/22
		Total	\$738.55		
32776	04/14/22	FIVE TECHNOLOGY, INC.			
E 101-41500-330		IT Technology Support	\$93.34	10422-13	April 22' Monthly IT Managed Utility Service
E 601-49400-330		IT Technology Support	\$93.33	10422-13	April 22' Monthly IT Managed Utility Service
E 602-49450-330		IT Technology Support	\$93.33	10422-13	April 22' Monthly IT Managed Utility Service
E 101-41500-207		Computer Support/Supplie	\$600.67	P238-54	Onsite support to setup new workstations, vulnerability scans, enabling email forwarding
E 601-49400-207		Computer Support/Supplie	\$600.67	P238-54	Onsite support to setup new workstations, vulnerability scans, enabling email forwarding
E 602-49450-207		Computer Support/Supplie	\$600.66	P238-54	Onsite support to setup new workstations, vulnerability scans, enabling email forwarding
E 101-41500-207		Computer Support/Supplie	\$101.67	P238-55	1-year SSL Renewal for springparkrecords.com
E 601-49400-207		Computer Support/Supplie	\$101.66	P238-55	1-year SSL Renewal for springparkrecords.com
E 602-49450-207		Computer Support/Supplie	\$101.67	P238-55	1-year SSL Renewal for springparkrecords.com
		Total	\$2,387.00		
32777	04/14/22	GOOD TO BE HOME CLEANING SERVI			
E 101-41900-310		Contracted Services	\$250.00	1131	March 22' City Hall Cleaning Services
		Total	\$250.00		
32778	04/14/22	GOVOFFICE LLC			
E 101-41500-323		Web Host	\$220.00	INV221943	2022 Annual Web Base Service 3/1/22 - 2/28/23
E 601-49400-323		Web Host	\$220.00	INV221943	2022 Annual Web Base Service 3/1/22 - 2/28/23
E 602-49450-323		Web Host	\$220.00	INV221943	2022 Annual Web Base Service 3/1/22 - 2/28/23
		Total	\$660.00		
32779	04/14/22	KENNEDY & GRAVEN, CHARTERED			
E 101-41600-304		Legal Fees	\$810.00	166875A	Feb 22' Legal Services for General Municipal Matters (Review Agendas for Meetings) - 4.5 hrs hrs 2/3/22-2/28/22
E 101-41600-304		Legal Fees	\$675.00	166875B	Legal Services for 2254 Lilac Road Property Violations (Mason) - 3.75 hrs 2/2/22-2/4/22

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Batch: 03312022FireServices,040722PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-41600-304		Legal Fees	\$586.56	166875C	Legal Services for (4000 Sunset Drive Lot Line Matter) - 3.25 hrs. 2/8/22-2/17/22 Legal Services for Black Lake Rd Reconstruction Project - .1 hrs. 2/14/22
E 101-41600-304		Legal Fees	\$18.00	166875D	
Total			\$2,089.56		
32780	04/14/22	LOFFLER COMPANIES, INC.			
E 601-49400-413		Office Equipment/Rental	\$51.78	3985549	Copier Usage Agreement for 02/22/22 - 03/21/22
E 602-49450-413		Office Equipment/Rental	\$51.78	3985549	Copier Usage Agreement for 02/22/22 - 03/21/22
E 101-41500-413		Office Equipment/Rental	\$51.78	3985549	Copier Usage Agreement for 02/22/22 - 03/21/22
Total			\$155.34		
32781	04/14/22	MEDIACOM, LLC			
E 101-42000-324		Internet Service	\$118.64	041322	Internet Services - 04/11/22-05/10/22
E 601-49400-324		Internet Service	\$118.63	041322	Internet Services - 04/11/22-05/10/22
E 602-49450-324		Internet Service	\$118.63	041322	Internet Services - 04/11/22-05/10/22
Total			\$355.90		
32782	04/14/22	METRO COUNCIL ENVIRON SERVICES			
E 602-49450-327		MCES Sewer Service Chg	\$19,614.95	0001137803	May 22' Wastewater Treatment Monthly Fee
Total			\$19,614.95		
32783	04/14/22	MNSPECT, LLC			
E 101-42400-305		Plan Check Fees	\$592.95	8933A	March 22' Plan Check Fees
E 101-42400-310		Contracted Services	\$1,162.23	8933B	March 22' Residential & Commercial Inspections/Permit Fees/General Fees
Total			\$1,755.18		
32784	04/14/22	NAVARRE TRUE VALUE HARDWARE			
E 101-41900-215		Shop Supplies	\$41.97	335887	Public Works purchased Epoxy Putty and Back Flow Preventer
Total			\$41.97		
32785	04/14/22	QUALITY CONTROL & INTEGR., INC			
E 601-49400-400		Repairs/Maint General	\$481.00	42623	General repair and maintenance on Lift Station #6
E 602-49450-400		Repairs/Maint General	\$481.00	42623	General repair and maintenance on Lift Station #6
Total			\$962.00		
32786	04/14/22	REPUBLIC SERVICES, INC			
E 101-42900-310		Contracted Services	\$1,494.60	0894-005637	March 22' Residential Recycling Services - 03/01/22-03/31/22
Total			\$1,494.60		
32787	04/14/22	SAMBATEK, INC.			
E 201-43100-529		Black Lake Rd Feasibility	\$13,680.68	21577	Engi.Fees - Black Lake Road - Roadway Design/Survey/Addi.Services/Reimb.Exp. (97.1 hrs) 02/13/22 - 03/12/22
E 101-41910-303		Engineering Fees	\$2,161.28	21616	Engi.Fees - General Services/Meetings (83.5hrs) - 02/13/22 - 03/12/22
E 201-43100-528		Road Pavement Project 2	\$5,218.75	21617	Engi. Fees - West Arm Road Pavement Project - Construction Services (37 hrs) 02/13/22 - 03/12/22
Total			\$21,060.71		
32788	04/14/22	TRINITY ENV EQUIP, INC.			

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Batch: 03312022FireServices,040722PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 601-49400-310		Contracted Services	\$658.40	2022-01-INV-	Services on QED Air Stripper at WTP
E 602-49450-310		Contracted Services	\$658.40	2022-01-INV-	Services on QED Air Stripper at WTP
		Total	\$1,316.80		
32789	04/14/22	US BANK			
E 101-41500-413		Office Equipment/Rental	\$441.07	041322A	Purchase of Dell Docking Stations and Keyboards
E 601-49400-413		Office Equipment/Rental	\$441.06	041322A	Purchase of Dell Docking Stations and Keyboards
E 602-49450-413		Office Equipment/Rental	\$441.06	041322A	Purchase of Dell Docking Stations and Keyboards
E 101-41500-200		Office Supplies	\$110.89	041322B	Office Supplies - Desk organizers, copier paper, posit it notes, scissors
E 601-49400-200		Office Supplies	\$110.90	041322B	Office Supplies - Desk organizers, copier paper, posit it notes, scissors
E 602-49450-200		Office Supplies	\$110.90	041322B	Office Supplies - Desk organizers, copier paper, posit it notes, scissors
E 101-41500-322		Postage & Meter	\$24.95	041322C	USPS Charges for sending back Election Hotspot
E 101-41500-310		Contracted Services	\$123.78	041322D	2022 Microsoft Licensing Fees
E 601-49400-310		Contracted Services	\$123.79	041322D	2022 Microsoft Licensing Fees
E 602-49450-310		Contracted Services	\$123.79	041322D	2022 Microsoft Licensing Fees
		Total	\$2,052.19		
32790	04/14/22	VELOCITY TELEPHONE			
E 101-41500-321		Telephone and Mtce Agre	\$83.44	13807689-n	April 22' Phone & Long Distance Service - 04/21/22 - 05/21/22
E 601-49400-321		Telephone and Mtce Agre	\$83.44	13807689-n	April 22' Phone & Long Distance Service - 04/21/22 - 05/21/22
E 602-49450-321		Telephone and Mtce Agre	\$83.45	13807689-n	April 22' Phone & Long Distance Service - 04/21/22 - 05/21/22
		Total	\$250.33		
32791	04/14/22	VESSCO, INC.			
E 601-49400-220		Repair/Maint Supply	\$232.49	087099	Purchase of EVOQUA PM Kit S10k Unit 3 Rotameter for WTP
		Total	\$232.49		
32792	04/14/22	XCEL ENERGY			
E 101-43100-381		Utilities/Electric/Gas	\$14.03	0958024562	Electric Usage for Unit X-Mas Lights 02/27/22-03/28/22
E 101-43100-381		Utilities/Electric/Gas	\$112.04	0958128067	Electric Usage for Traffic Signal at 4468 Shoreline Drive - 02/27/22-03/28/22
E 602-49450-381		Utilities/Electric/Gas	\$143.97	0959242979	Electric Usage for Lift#3 - 02/27/22-03/28/22
E 602-49450-381		Utilities/Electric/Gas	\$28.41	0959243898	Electric Usage for Lift#4 - 02/27/22-03/28/22
E 101-43100-381		Utilities/Electric/Gas	\$72.30	0959244874	Electric Usage for West Street Lights - 02/27/22-03/28/22
E 101-43100-381		Utilities/Electric/Gas	\$236.50	0959245137	Electric Usage for Central & North Street Lights - 02/27/22-03/28/22
E 101-43100-381		Utilities/Electric/Gas	\$63.03	0959247270	Electric Usage for Traffic Signal at 4300 Shoreline Drive - 02/27/22-03/28/22
E 602-49450-381		Utilities/Electric/Gas	\$94.90	0959247466	Electric Usage for Lift#5 - 02/27/22-03/28/22
E 602-49450-381		Utilities/Electric/Gas	\$231.02	0959247529	Electric Usage for Lift#2 - 02/26/22-03/27/22
E 601-49400-381		Utilities/Electric/Gas	\$2,683.58	0959248056	Electric Usage for WTP - 02/27/22-03/28/22
E 101-43100-381		Utilities/Electric/Gas	\$284.02	0959248162	Electric Usage for City Hall - 02/27/22-03/28/22
E 602-49450-381		Utilities/Electric/Gas	\$730.87	0959248539	Electric Usage for Lift#6 - 02/26/22-03/28/22
E 602-49450-381		Utilities/Electric/Gas	\$137.40	0959248797	Electric Usage Lift#1 - 02/26/22-03/27/22

CITY OF SPRING PARK

***Check Detail Register©**

Batch: 03312022FireServices,040722PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-43100-381		Utilities/Electric/Gas	\$170.26	0959249922	Electric Usage for Signal & East Street Lights - 02/27/22-03/28/22
E 101-43100-381		Utilities/Electric/Gas	\$600.96	959249912	Electric Usage for Co-Owned Street Lights - 02/27/22-03/27/22
		Total	\$5,603.29		
		10100 Wells Fargo Bank NA	\$107,535.86		

Fund Summary

10100 Wells Fargo Bank NA

101 GENERAL FUND	\$55,747.97
201 PUBLIC IMPROV REVOLVING FUND	\$18,899.43
601 WATER FUND	\$7,362.20
602 SEWER FUND	\$25,526.26
	\$107,535.86

DRAFT

**Spring Park City Administrator/Treasurer
Interview Schedule
May 10, 2022**

Time	Item
8:45 a.m.	Staff arrives at the Spring Park City Hall to attend brief orientation
9:00 (See below for schedule)	Tour Coffee with Staff (written feedback will be obtained by DDA Staff to relay to Council after interviews)
9:45	Council arrives at City Hall to attend brief orientation
10:00	Panel Interviews with City Council (See Below)
12:30 p.m.	Feedback is shared from staff interaction
12:40	Deliberations and Decision

Morning Activities: Tour & Coffee

Location: Spring Park City Hall – 4349 Warren Ave, Spring Park, MN 55384

Time	9:00	9:30	10:00
Coffee Location: City Hall			
30-minute City Tour provided by _____			

Panel Interviews with City Council

Location: Council Chambers, Council Setting

Time	Candidate
10:00	
10:50	
11:40	

If a consensus is reached, Council to take formal action in the form of a motion. The motion is "to offer the position of the Spring Park City Administrator/Treasurer to and negotiate the terms of employment with _____."

This action allows the Council to designate a negotiating team and terms to eliminate the need for additional Council meetings. The final terms of employment would be officially acted upon at a future Council meeting.

DRAFT