



City Council Agenda
July 6, 2021
5:30 pm in the City Council Chambers

Invocation – Tim Molter, Calvary Chapel
Pledge of Allegiance

- A. Call to Order
- B. Roll Call
- C. Approval of the Agenda
- D. Public Hearings
- E. Awarding of Bids
 - 1. Resolution awarding the construction services contract for PI 5337, the 2021 mill and overlay project to Mark Lee Asphalt & Paving in the amount of \$178,345.50 and authorizing the addition of street segments to the base contract in an amount not to exceed 25%
 - 2. Resolution awarding the bid for PI 5338, the 2021 seal coat project
- F. Petitions and Communications
- G. Consent Agenda
 - 1. Motion approving the minutes from the June 21, 2021 City Council meeting and the June 30, 2021 Committee of the Whole meeting
 - 2. Motion approving licenses
 - 3. Resolution authorizing the funding of a request for sculpture restoration and preservation
 - 4. Resolution initiating PI 5314 and accepting the professional services agreement with Moore Engineering for preliminary design in the amount of \$71,600
 - 5. Resolution accepting the plans and specifications for PI 5333, the Union Avenue street and pedestrian improvement project and authorizing the advertising of bids
 - 6. Resolution approving a preliminary plat for a two lot subdivision of Timber Cove Addition at 1151 Friberg Avenue as requested by the Housing and Redevelopment Authority of Fergus Falls
 - 7. Resolution approving a Conditional Use Permit to develop, construct, operate and maintain a solar photovoltaic project on 21 parcels in a R-A zone on 21 parcels as requested by Otter Tail Power Company
 - 8. Resolution approving a final plat for a two lot subdivision of Westridge Addition at 2001 West Lincoln Avenue as requested by the Westridge Mall Limited Partnership contingent upon approval of the Development Agreement
- H. Ordinance and Resolutions
 - 1. Resolution approving a Development Agreement with Westridge Mall Limited Partnership
 - 2. Resolution relating to a financing under Minnesota Statutes, Sections 469.152 through 469.165 as amended, on behalf of Lake Region Healthcare Corporation; calling for a public hearing on Monday August 2, 2021 in the City Council Chambers at 5:30 pm

3. Resolution requesting an extension until October 1, 2021 for the dairy property purchase agreement
4. Resolution approving the Airport Management and Fixed Base Operator contract with Sky Crew Services

- I. Presentation of Claims \$2,647,722.52
- J. Board, Committee and Department Reports
- K. Reports from Staff and Administrative Officers
- L. Old Business/Unfinished Business
- M. New Business
- N. Miscellaneous Announcements
July 14 7:00 am Committee of the Whole meeting
July 19 5:30 pm City Council meeting
- O. Adjournment

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

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



Council Action Recommendation

Meeting Date:

July 6, 2021 – City Council

Subject:

PI 5337 – 2021 Mill & Overlay Improvement Project

Recommendation:

- 1) Award the construction services contract to Mark Lee Asphalt & Paving in the amount \$178,345.50
- 2) Authorization to ADD street segments to the base contract in an amount not to exceed 25-percent

Background/Key Points:

On Tuesday, June 29, 2021 bids were due for the above referenced project. Three (3) bids were submitted at the time of the opening. Mark Lee Asphalt and Paving was the apparent low bidder in the amount of \$178,345.50 The Engineer’s Estimate for construction was \$229,500.00. Please refer to the attached Bid Tabulation for additional information.

City staff has tabulated the bid results and conducted the post bid interview with Mark Lee Asphalt and Paving. The proposed total estimated project cost is as follows:

Item	Total Estimated Cost
Construction Contract: Mark Lee	\$178,345.50
Construction Contract Increase	\$44,586.38
Construction Contingencies @ 10%	\$22,300.00
Engineering Design & Construction Administration	\$26,000.00
Soft costs (publications, printing, etc.)	\$2,000.00
Total Estimated Project Cost	\$273,231.88

Based on the favorable bid prices received, I am also requesting authorization to ADD additional adjacent street segments to the base contract in the amount of \$44,586.38 (25% threshold) per bidding statues, if feasible. All work is anticipated to be substantially completed by September 30, 2021.

Budgetary Impact:

The project funding source table:

Funding Source	Total Estimated Amount
2021 Annual M & O Budget: Levy	\$244,800.00
MSA Maintenance Funds	\$28,431.88
Total Estimated Available Funding	<u>\$273,231.88</u>

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. – City Engineer

Attachments:

- PI 5337- Project Location Map (Title Sheet)
- PI 5337 – 2021 Mill & Overlay Bid Tabulation

CITY OF FERGUS FALLS, MINNESOTA

2021 MILL AND BITUMINOUS OVERLAY PROJECT

SPECIFICATIONS REFERENCE

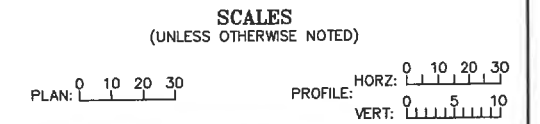
THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

ENGINEERING DEPARTMENT
CONSTRUCTION PLANS FOR
CONCRETE, CURB & GUTTER,
MILL & BITUMINOUS

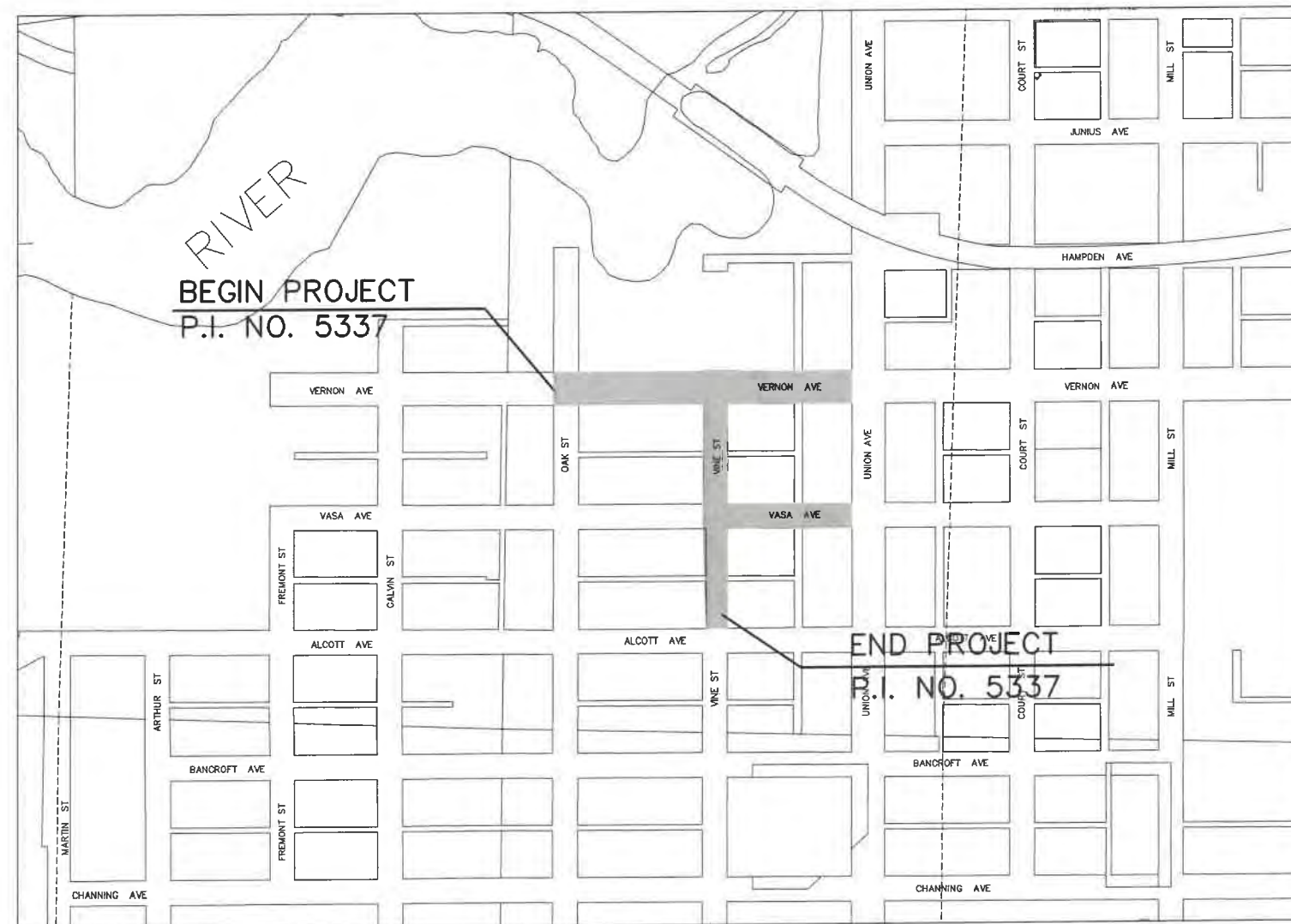
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7858340

CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM) STANDARD SPECIFICATION 2018 EDITION, SHALL GOVERN THE CONTRACT.

PUBLIC IMPROVEMENT NO. 5337

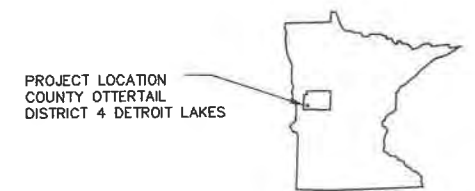


INDEX OF SHEETS		
PI. NO.	DESCRIPTION	SHEET
5337	TITLE SHEET	1
5337	ESTIMATED QUANTITIES & STANDARD PLATES	2
5337	TYPICAL SECTION & TRAFFIC CONTROL SCHEDULE	3
5337	ADA SHEETS	4-9
5337	SWPPP NOTES & SHEETS	10
5337	MILL & OVERLAY PLAN SHEET	11



CONVENTIONAL SYMBOLS

- RIGHT OF WAY LINE
- PROPERTY LINE
- VACATED PROPERTY
- RAILROAD
- R.R. RIGHT OF WAY
- POWER POLE
- TELEPHONE POLE
- WATER VALVE BOX
- WIRE FENCE
- HEDGE
- WATER MAIN
- SANITARY SEWER IN PLACE
- STORM SEWER IN PLACE
- TREES
- MANHOLE
- FIRE HYDRANT
- STREET LIGHT
- GAS MAIN
- UNDERGROUND TELEPHONE
- UNDERGROUND POWER
- UNDERGROUND TELEVISION



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

CITY ENGINEER

DATE _____ 20____ REG. NO. 48363

**ENGINEERING DEPARTMENT, CITY of FERGUS FALLS
TABULATION OF QUOTES**

Bid Opening Date: June 29th 2021 at 2:00 P.M.

Project Title: 2021 Mill and Overlay Project

Pub. Imp. No.: 5337

Project Type: Mill & Bituminous

Location: Vernon Ave.-Vine Str to Union Ave., Vasa Ave.-Vine Str to Union Ave., Vine Str.-Alcott Ave. to Vernon Ave.

P.I. 5337, 2021 Mill and Overlay Project

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	Mark Lee Excavating Inc.		Central Specialties Inc.		Ferguson Brothers Excavating		Engineer's Estimate	
				UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
2021.501	MOBILIZATION	LS	1	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$11,500.00	\$11,500.00	\$26,000.00	\$26,000.00
2104.501	REMOVE CURB & GUTTER	L.F.	300	\$4.00	\$1,200.00	\$15.00	\$4,500.00	\$5.00	\$1,500.00	\$12.00	\$3,600.00
2104.503	REMOVE CONCRETE PAVEMENT	S.F.	1401	\$2.00	\$2,802.00	\$3.00	\$4,203.00	\$4.75	\$6,654.75	\$5.00	\$7,005.00
2104.505	REMOVE BITUMINOUS PAVEMENT 3"-5" TH.	S.Y.	2800	\$4.00	\$11,200.00	\$6.50	\$18,200.00	\$6.75	\$18,900.00	\$4.50	\$12,600.00
2232.501	MILL BITUMINOUS SURFACE (1.5")	SY	7950	\$2.50	\$19,875.00	\$2.00	\$15,900.00	\$2.15	\$17,092.50	\$2.25	\$17,887.50
2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	399	\$3.00	\$1,197.00	\$1.50	\$598.50	\$3.00	\$1,197.00	\$2.00	\$798.00
2360.501	TYPE SP 9.5 WEARING COURSE MIX (SPWEA230B)	TON	686	\$65.00	\$44,590.00	\$73.41	\$50,359.26	\$64.50	\$44,247.00	\$75.00	\$51,450.00
2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (SPNWB230B)	TON	822	\$65.00	\$53,430.00	\$65.00	\$53,430.00	\$63.00	\$51,786.00	\$75.00	\$61,650.00
2504.602	ADJUST GATE VALVE & BOX	EACH	7	\$75.00	\$525.00	\$150.00	\$1,050.00	\$550.00	\$3,850.00	\$150.00	\$1,050.00
2506.522	ADJUST FRAME & RING CASTING, (Manhole)	EACH	13	\$300.00	\$3,900.00	\$250.00	\$3,250.00	\$750.00	\$9,750.00	\$250.00	\$3,250.00
2521.501	4" CONCRETE WALK	SF	1401	\$6.50	\$9,106.50	\$9.50	\$13,309.50	\$11.00	\$15,411.00	\$10.50	\$14,710.50
2531.501	CONCRETE CURB & GUTTER DESIGN B618	L.F.	300	\$26.00	\$7,800.00	\$45.50	\$13,650.00	\$50.00	\$15,000.00	\$32.00	\$9,600.00
2531.618	TRUNCATED DOME, TYPE C.I. (2'X5' TRUNCATED DOME)(RED)	EACH	16	\$600.00	\$9,600.00	\$500.00	\$8,000.00	\$750.00	\$12,000.00	\$700.00	\$11,200.00
2563.601	TRAFFIC CONTROL	LS	1	\$1,500.00	\$1,500.00	\$1,375.00	\$1,375.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00
2573.533	Inlet Protection, Type B (Rock Log) (6 LF MIN.)	EACH	18	\$100.00	\$1,800.00	\$80.00	\$1,440.00	\$100.00	\$1,800.00	\$100.00	\$1,800.00
2574.525	COMMOM TOPSOIL BORROW	CY	30	\$75.00	\$2,250.00	\$60.00	\$1,800.00	\$75.00	\$2,250.00	\$55.00	\$1,650.00
2575.501	SEEDING	SY	149	\$10.00	\$1,490.00	\$2.76	\$411.24	\$14.00	\$2,086.00	\$9.00	\$1,341.71
2575.562	HYDRAULIC MATRIX TYPE MULCH	LB	108	\$10.00	\$1,080.00	\$0.65	\$70.20	\$22.00	\$2,376.00	\$8.40	\$907.28

TOTAL BASE BID

\$178,345.50

\$206,546.70

\$218,900.25

\$229,500.00



Council Action Recommendation

Page 1 of 1

Meeting Date:

July 6, 2021 – City Council

Subject:

PI 5338 – 2021 Seal Coat Improvement Project

Recommendation:

1) Award the construction services contract to ASTECH Corp. in amount of \$141,363.95

Background/Key Points:

On Thursday, July 1, 2021 bids were due for the above referenced project. Asphalt Surface Technologies Corporation (ASTECH Corp.) submitted the lowest bid in the amount of \$141,363.95. The Estimated Probable Construction Cost was \$186,000.00. Based on the favorable bid prices received, I am recommending accepting this bid.

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

This work is scheduled to be completed by September 15, 2021.

Budgetary Impact:

The total estimated project cost is \$169,200.00. This includes the contract, engineering staff time, contingencies, and street sweeping by Public Works. A portion of the total project cost will be funded through the 2021 budgeted (levy) fund in the amount of \$129,600.00. I am proposing using general MSA maintenance funds to supplement the \$39,600.00 gap.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. – City Engineer

Attachments:

PI 5338 - Project Location Map



NOTES

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

= SEAL COAT STREETS

REVISION			
No.	Date	By	Description

CITY PROJ. NO. _____ PUB. IMP. NO. **5338**

DESIGN BIT. AREA = _____ DATE _____ 2021

CITY ENGINEER REG. NO. 48363

CHECKED BY: _____ DRAWN BY: _____

CITY OF FERGUS FALLS, MINNESOTA
ENGINEERING DEPARTMENT

SEAL COAT LOCATIONS

Sheet No. of Sheets

State Proj. No.

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



NOTES

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CITY ENGINEER REG. NO. 48363

CITY OF FERGUS FALLS, MINNESOTA
ENGINEERING DEPARTMENT

SEAL COAT LOCATIONS

Sheet No. _____ of _____ Sheets



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REVISION			
No.	Date	By	Description

CITY PROJ. NO.	PUB. IMP. NO.	I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
	5338	
DESIGN	DATE	CITY ENGINEER
CHECKED BY	DRAWN BY	State Proj. No.

CITY OF FERGUS FALLS, MINNESOTA
ENGINEERING DEPARTMENT

SEAL COAT LOCATIONS

City Council Meeting
June 21, 2021

The Fergus Falls City Council met for a regular meeting on Monday June 21, 2021 at 5:30 pm in the City Council Chambers. Mayor Schierer gave the invocation and the Pledge of Allegiance was recited. The meeting was called to order at 5:33 pm and the following council members were in attendance: Fish, Hagberg, Kvamme, Rufer, Thompson, and Arneson. Hicks and Gustafson were absent.

Approval of Agenda

A motion and second were made by Fish and Thompson to approve tonight's agenda with the addition of a field use lease with the school district (consent) and the motion carried.

CP 5955 Adopt Assessment

A final cost hearing was held for CP 5955, the reconstruction of the sanitary sewer, water main, storm sewer, sewer and water services and bituminous street improvements. The project area is Bancroft Avenue: Cascade Street to Whitford Street and Whitford Street: Alcott Avenue to Channing Avenue. The estimated final special assessment rate is \$89.24 per lineal foot, which is slightly lower than estimated at the preliminary hearing. The total project cost is \$646,572.81 and assessments would be charged 4% interest over 15 years. The public hearing opened at 5:37 pm. Jake Krohn, 815 S Cascade Street questioned the benefit against the cost to his property. He understood the need to fix the condition of the street, but stated he would rather see the street width reduced so sidewalks could be added. The hearing closed at 5:40 pm.

City Engineer Brian Yavarow reviewed the city's assessment review process and explained the affected property owners are being assessed for the twelve feet of street abutting their property. The city's share is the 9' center width of a five ton street as this road carries less than 2000 cars per day, and the cost of the utilities. He commented on the benefits of the property owners shown in the preliminary engineering report appraisal process. Yavarow was asked if adding sidewalks could be incorporated into street projects. He said they would look at this as part of their future processes and explained a number of factors are considered including the slope of the streets, number of trees, width of the street and whether neighbors are willing to pay for the cost of a sidewalk to be added. Hagberg offered **Resolution #119-2021** adopting the final cost assessment for CP 5955, the Whitford/Bancroft street improvement project contingent upon awarding the contract to C & L Excavating Inc., which was seconded by Fish and was adopted.

CP 5955 Award Bid

Arneson offered **Resolution #120-2021** awarding the construction services contract for CP 5955, the Whitford/Bancroft street improvement project to C & L Excavating Inc. in the amount of \$493,569.90, which was seconded by Rufer and was adopted.

Consent Agenda

The following items were approved under **Resolution #121-2021** by Fish: Motion approving the minutes from the June 7, 2021 City Council meeting, the June 7, 2021 City Council work session and the June 16, 2021 Committee of the Whole meeting. Motion approving the following licenses: Paving/Sidewalk Harrington Concrete; Sign Hanger Sign Guys; Mechanical Valley Service Mechanical; Fireworks Display I-94 Speedway for fireworks display on July 2, 2021. **Resolution #122-2021** establishing an animal recovery fee for animals boarded at the Otter Tail County Humane

Society. **Resolution #123-2021** authorizing the City Engineer and City Attorney to execute a perpetual street easement over, under and across Reserve 70 (Union Avenue) between the City of Fergus Falls and Kevin Bartram. **Resolution #124-2021** approving a ten year lease for ISD 544 to have priority, but not exclusive, use of Field 5 during the Minnesota State High School League season. The resolution was seconded by Thompson and was adopted.

Ordinance 14 Code of Ethics

Ordinance 14, Eighth Series, Code of Ethics was adopted by a roll call vote.

American Rescue Plan Fund

The city is anticipating approximately \$1.5 million in COVID-19 relief funds through the American Rescue Funds. The exact amount will be released after more guidance is received from the US Treasury Department. A model resolution has been provided and must be submitted for the funds to be released. The Tax Levy Committee will be consulted for recommendations on how to expend the funds. Thompson offered **Resolution #125-2021** accepting the Coronavirus Local Fiscal Recovery Fund established under the American Rescue Plan Act, which was seconded by Fish and was adopted.

Sale of Property at 725 W Maple Avenue

Last year the city acquired the property at 725 W Maple Avenue due to stormwater issues on the property. After touring the home and seeking the advice of a realtor, staff believes the home can be put on the market for sale with proper disclosures about the water issues. There is no evidence that water has entered the home or garage. The City Attorney and League of Minnesota Cities identified language to protect the city from storm water related claims on the property. Leslie Flugstad has been contacted about listing the property and representing the city. Pricing would be based on her expertise as a realtor and the market conditions. A purchase agreement would come back to the council for approval and a sale would be conducted over two meetings as prescribed by city code. The real estate commission services would be paid by the sale of the property and any proceeds would reimburse the stormwater fund for the city's initial transaction. Thompson offered **Resolution #126-2021** authorizing the city to proceed with the sale of property located at 725 W Maple Avenue and entering into an agreement with Leslie Flugstad to represent the city in this transaction, which was seconded by Kvamme and was adopted.

Tax Abatement

Staff have been working with developer Donovan Rogness (Prairie View Development) on a housing proposal and believes the development would not occur without the use of tax abatement. This requires a financial analysis the consultants at Baker Tilly can provide. All fees would be paid by the developer through an escrow account. The tax abatement analysis would provide the information for the council to make an informed decision for approval of a tax abatement request that will be coming before the council at a later date. Rufer offered **Resolution #127-2021** authorizing the city to retain the consulting services of Baker Tilly regarding a tax abatement from Prairie View Development as requested by Donovan Rogness, which was seconded by Thompson and was adopted.

Memorandum of Understanding with Greater Fergus Falls

A Memorandum of Understanding has been crafted between the City of Fergus Falls and Greater Fergus Falls. The agreement solidifies the partnership and each party's desire to promote the economic development of the community and clearly states the roles each entity plays in the development process. Rufer offered **Resolution #128-2021** approving a Memorandum of

Understanding between the City of Fergus Falls and Greater Fergus Falls, which was seconded by Fish and was adopted.

Resolution of Accounts

Fish offered a resolution authorizing the payments and claims in the amount of \$1,476,745.12, which was seconded by Hagberg and was adopted.

Airport Management Contract Update

Arneson provided an update from the airport manager working group. A draft of the Fixed Based Operator Airport Management Agreement has been distributed for comment. Their goal is to bring a recommendation and final version to the council for their approval on July 6. The City Attorney explained the complexity of the agreement to ensure it meets not only aviation industry standards, but all expectations and management responsibilities are clearly outlined.

The meeting adjourned at 6:02 pm

Lynne Olson

DRAFT

Committee of the Whole Meeting
June 30, 2021

The Fergus Falls City Council met as a Committee of the Whole on Wednesday June 30, 2021 at 7:00 am in the City Council Chambers. Mayor Schierer called the meeting to order and the following council members were in attendance: Fish, Hagberg, Kvamme, Rufer, Thompson, Arneson, and Gustafson. Hicks was absent.

Sculpture Restoration and Preservation

Patricia Wahl, representing the Public Arts Commission shared information on three pieces of community art that are showing internal and exterior deterioration. The Public Arts Commission received a quote from Brodin Studio to repair these pieces of public art. The Hiawatha Teaching the Art of Picture Writing is located at the Public Library and the estimated cost for the repair is \$1,645. The George B. Wright statute is located in Wright Park and its repair is dependent upon the amount of interior moisture they find. The repair is estimated between \$1,790 and \$5,922. Refurbishment of the Joe Whitford statue, located at Summit and Whitford, is estimated at \$1,675. The Public Arts budget is \$1,800. Staff will look at funding sources from the park budget and it was suggested the library budget could cover the art restoration at their location. The commission is hoping to have the preservation work completed yet this year. A motion and second were made by Arneson and Fish to recommend the council approve a funding request for sculpture restoration and preservation with staff recommendations on how to fund the work and the motion carried.

PI 5314, Union Avenue: Fir and Lincoln Project

The city is planning a 1.45 mile mill and overlay project on Union Avenue: Cedar Avenue to Lincoln Avenue and Lincoln Avenue: Union Avenue to Friberg Avenue. The project would be a State Transportation Improvement Project (STIP) project which would be 80% federally funded and 20% state funded. The project would address the resurfacing of these roadways, base patching, utility review and ADA improvements. Moore Engineering provided a cost estimate of \$71,600 for preliminary design for the project. Their cost would be included in the overall project budget, meaning no local funds would be used for this project. The City Engineer was asked if the county was still planning a roundabout or reconfiguration at the north end of Union Avenue. The county had been looking at this intersection, but after hearing from affected business owners, they are focusing their attention on a roundabout at another intersection instead. A motion and second were made by Fish and Rufer to recommend the council initiate Public Improvement 5314 and to accept Moore Engineering's professional services agreement for preliminary design in the amount of \$71,000 and the motion carried.

PI 5333 Union Avenue Street and Pedestrian Improvement

Plans and specifications are complete for PI 5333, the Union Avenue street and pedestrian improvement project from Junius Avenue to Lincoln Avenue (MSAS Route No. 104). They are being reviewed by MnDOT as the project is to be funded by State Aid. The estimated construction cost is \$640,000 and the city would need to advertise for bids for 21 days. The City Engineer reviewed the planned improvements to pedestrian safety, the bike lanes and the "free right" turn lane. Although traffic will continue to operate in this area while the improvements are being made, there will also be a detour set up. The project is scheduled to take place in 2021. A motion and second were made by Gustafson and Thompson to recommend the council accept the plans and specifications for PI 5333 and to authorize the advertising of bids and the motion carried.

Airport Management Update

Arneson provided an update on the working group's efforts on the Airport Manager/FBO agreement. They have reviewed the draft agreement with Sky Crew Services and will be bringing a final recommendation for the council to consider on July 6.

The meeting adjourned at 7:23 am.

Lynne Olson

FOR COUNCIL MEETING—JULY 6, 2021

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

Paving/Sidewalk

Taves Construction, Inc.

Minnesota Lawful Gambling Permit

Fergus Falls Fish and Game Club for raffle at West Otter Tail County Fairgrounds on August 12, 2021



Council Action Recommendation

Page 1 of 1

Meeting Date: July 6, 2021

Subject: Sculpture Restoration and Preservation

Recommendation: Approve a contract with Brodin Studios, Inc. for the repair/maintenance of three pieces of public art: Hiawatha Teaching the Art of Picture Writing, George B. Wright statue, and the Joe Whitford Statue.

Background/Key Points:

The Public Arts Commission presented a proposal from Brodin Studios for work to be completed during 2021 to three pieces of public art (see attached).

Budgetary Impact: The Joe Whitford statue estimated cost of \$1,675 would be funded from the Public Art budget. The Hiawatha Teaching the Art of Picture Writing sculpture estimated cost of \$1,645 would be funded from the Public Library project account. The George B. Wright statue estimated cost of \$1,790 - \$5,922 would be funded from the Park budget.

Originating Department: Finance

Respectfully Submitted: Bill Sonmor, Finance Director

Attachments:

Public Arts Commission memo

Bordin Studio Estimates
Summer 2021
Via Naomi Schliesman – FF Public Arts Committee

Brodin Studios, Inc.

Nick Christensen - Contact

Phone: 320-398-4304

Cell Phone: 763-442-0017

Fax: 320-398-4305

Email: nickc@arvig.net

Title of Relief: Hiawatha Teaching the Art of Picture Writing. (Lunette High Relief).

Date: 1906

Artist: Russel Cook (Artist from Massachusetts)

Location: Fergus Falls Public Library.

Donated by: Vernon A. Wright

From an article in the Daily Journal: 2007, for the relief at the Fergus Falls Public titled, "Current public library director Walt Dunlap said the "lunette in high relief" now decorating the west wall of the Fergus Falls Public Library originally graced the main entry of the 1906 Carnegie building. Titled "Hiawatha Teaching the Art of Picture Writing," the sculpture is the work of Russell Cook of Boston and was donated to the Library by Vernon Wright."

Direct link to the article:

https://www.fergusfallsjournal.com/news/carnegie-provided-funds-for-original-public-library/article_ba70cb68-1ca5-5c76-853e-142002c553c7.html



Repair Estimate for the relief:

- The cost to repair this concrete relief at the Fergus Falls Library would be approx. \$1,645.00 on the high end and not any higher.
- This would have to be done over the span of two days to let the patch setup prior to sealing. It is hard to tell the depth of some of the pits which each need to be filled by hand then texture stamped with a model made on site to match the concrete texture. This would then be resealed and possible tinted to blend in the patch work.

Title: George B wright Statue. (Concrete Sculpture)

Date: Dedication 1926

Artist: Harriet Hanley

Location: Union Ave., Fergus Falls, MN.

George B. Wright Founded Fergus Falls, MN.



Repair Estimate:

- Best Case Scenario – 1 day – Blast, Clean and Sealer. Estimate \$1,790.00
- Worst Case Scenario – 2-4 days – Blast, Grind, Chisel, Patch, Sand and Seal. Estimate \$5, 922.00

- “As far as repair on the large concrete statue and the minimum I would suggest it to be blasted with walnut shells or a soft metal to clean best it can be as some staining will be deeper than surface level then seal with a concrete sealer which would be the minimum. This will really determine what should be done from there since after blasting it could expose some decayed areas that may need to be chiseled out and patched with a cement mixture. These things are hard to tell from ground level. I am providing you a range as there are a number of variables.” From Nick Bordin, Bordin Studios.

Title: Joe Whitford, Town Founder.

Date: Donated Date 2007

Artist: Ian Dudley of Australia and Lindstrom, MN.

Location: East Summit Ave.

Erected by the Class of 1947 under the super vision of the father William K. Gamber.



Repair Estimate:

- Bronze statue restored which Nick had looked at before. He could refurbish it for \$1,675.00 at the same time of the concrete sculpture at the Fergus Falls Public Library and possible George B. Wright Statue. (Bronze sculpture on Summit Ave by church parking lot).



Council Action Recommendation

Page 1 of 2

Meeting Date:

June 30, 2021 – Committee of the Whole

July 6, 2021 – City Council

Subject:

PI 5314 – Union Avenue from Fir Avenue to Lincoln Avenue, Lincoln Avenue from Union Avenue to Friberg Avenue, Resurfacing Project
State Transportation Improvement Program (STIP) SFY 2022
(MSAS 104, 109)

Recommendation:

- 1) Initiate Public Improvement No. 5314
- 2) Accept Moore Engineering's (MEI) professional services agreement for preliminary design in the amount of \$71,600.00

Background/Key Points:

The City of Fergus Falls programmed Union Avenue from Cedar Avenue to Lincoln Avenue and Lincoln Avenue from Union Avenue to Friberg Avenue to receive a bituminous mill & overlay in 2022 through the State Transportation Improvement Program (STIP). STIP is Minnesota's four year transportation improvement program that outlines the schedule and funding of transportation projects by state fiscal year (July 1 through June 30). This program includes all state and local transportation projects utilizing federal highway and/or federal transit funding along with 100% state funded transportation projects.

The current project work scope consists of approximately 1.45 miles of resurfacing (mill & overlay) base patching, utility review, and ADA improvements as required. The preliminary construction cost is \$1,020,000.

In the coming week(s) MnDOT will be coring these streets for data collection and design purposes. Pending future Council action, the earliest actual construction could begin in spring 2022.

Budgetary Impact:

This project is proposed be funded 100-percent thru Federal and State Aid funds. The preliminary cost shares are:

Federal Share: 80-percent for construction only (max. rate)

State Aid Share: 20-percent construction, engineering design (MEI), and contract administration

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. – City Engineer

Attachments:

PI 5314 – Project Location Map



1 inch = 1,105 feet

Proposed Union Ave.(MSA Route No. 104), Lincoln Ave.
(MSA No. 109) & Friberg Ave. (MSA No.123)
Street Resurfacing Project - STIP 2022 Candidates

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



Council Action Recommendation

Page 1 of 1

Meeting Date:

June 30, 2021 – Committee of the Whole

July 6, 2021 – City Council

Subject:

PI 5333 – Union Avenue Street & Pedestrian Improvement Project from Junius Avenue to Lincoln Avenue (MSAS Route No. 104)

Recommendation:

- 1) Accept the project plans and specifications
- 2) Authorize the advertisement for bids

Background/Key Points:

The project plans and specification are substantially completed for the above referenced improvement project. The Estimated Probable Construction Cost is \$640,000. Therefore, the City must publicly advertise for bids pursuant to the “Competitive Bidding Requirements” monetary thresholds for a minimum 21-day publication.

Currently, MnDOT District 4 is reviewing the project plans and specifications. District 4 must also approve the project plans because the project is proposed to be funded thru State Aid. Therefore, the actual bid date will not be established until the State approvals are procured.

Comments were received in early June in regards to the proposed final layout. Responses have been drafted and included within the attachments. Based on the comments a colored rendering of the proposed striping is also included to provide further clarity.

Budgetary Impact:

This project is proposed be funded primarily with State Aid funds. Some utility work, such as relocations, is required to facilitate the construction. This estimated cost of non-state aid eligible items is \$28,000

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. – City Engineer

Attachments:

PI 5333 – Comments received 06/09/2021

PI 5333 – Revised striping layout (colored)

Correspondance:06-09-2021

Message from: "Jake Krohn" <jakekrohn@gmail.com>

City/Consultant Responses in blue:

Mark, All -

Individually, I think a few of us have comments but whether or not we can get the group interested in providing organized feedback is another matter. This was talked about at the most recent Pedal Fergus Falls meeting as well, and I think their concerns mostly echo mine, and perhaps we can start here with an email and see if we should get the entire group involved. Here are a few areas of concern:

1. I'm not 100% sure how to read some of the dashed lines on the diagram. For example, on the northbound segment going over the bridge, the lane tapers off onto...what? It looks like there's a bumpout there with three bollards, and I don't know how to read that dashed line on the east side of the lane. Normally that would be a substantial curb. What is the user of the bike lane supposed to do at that point? Is there going to be a mountable curb there that will allow them to flow onto the sidewalk? And if so, how will that mixing work if a rider is going at a substantial rate of speed and they encounter cross traffic/other sidewalk users? I sort of see how that operates on the opposite side of the street, but I see no such accommodations there.

I put together a new figure with an aerial and actual colors of the striping.

There will be mountable curb on the east/west side of the road at the bump outs at the Stanton intersection allowing bikes to easily be able to enter/exit the roadway. At this point, bikes will need to slow their speed and exit the roadway. What is the best course of action of bikes: continue northbound on the street entering the City's busiest intersection? Do we want them to continue on the sidewalk?

2. Following that line of thought, we (myself, Pedal Fergus Falls members) are concerned about the Stanton to Lincoln block and the lack of bike infrastructure there, especially given that presence of a 24' combined right turn/straight ahead lane. We feel more should be done to provide better passage in both directions through that stretch. Minimally, painted bike lanes but a raised cycletrack adjacent to the sidewalk, similar to what was done in Glenwood, would be even better.

Stanton to Lincoln is a difficult block to work with. While we could shrink up the lane to allow for a cycle track, this would not allow for semis to make a right turn onto Lincoln without jumping the curb. A cycle track would also create more costs and cause for additional storm sewer reconstruction. Estimate additional cost is **\$425K**

3. Thinking about the future, we also have our eye on Washington Avenue for bike lanes, and those could be dropped in just like they were on Cascade with no change to the parking situation, given the width of the street. However, at the intersection with Union, the lanes on the diagram are split 12'/20' between the bump-outs. How about adjusting those to 16'/16', and reserving 5' on each side for a dashed bike lane, similar to the mixing areas at the corners on Cascade?

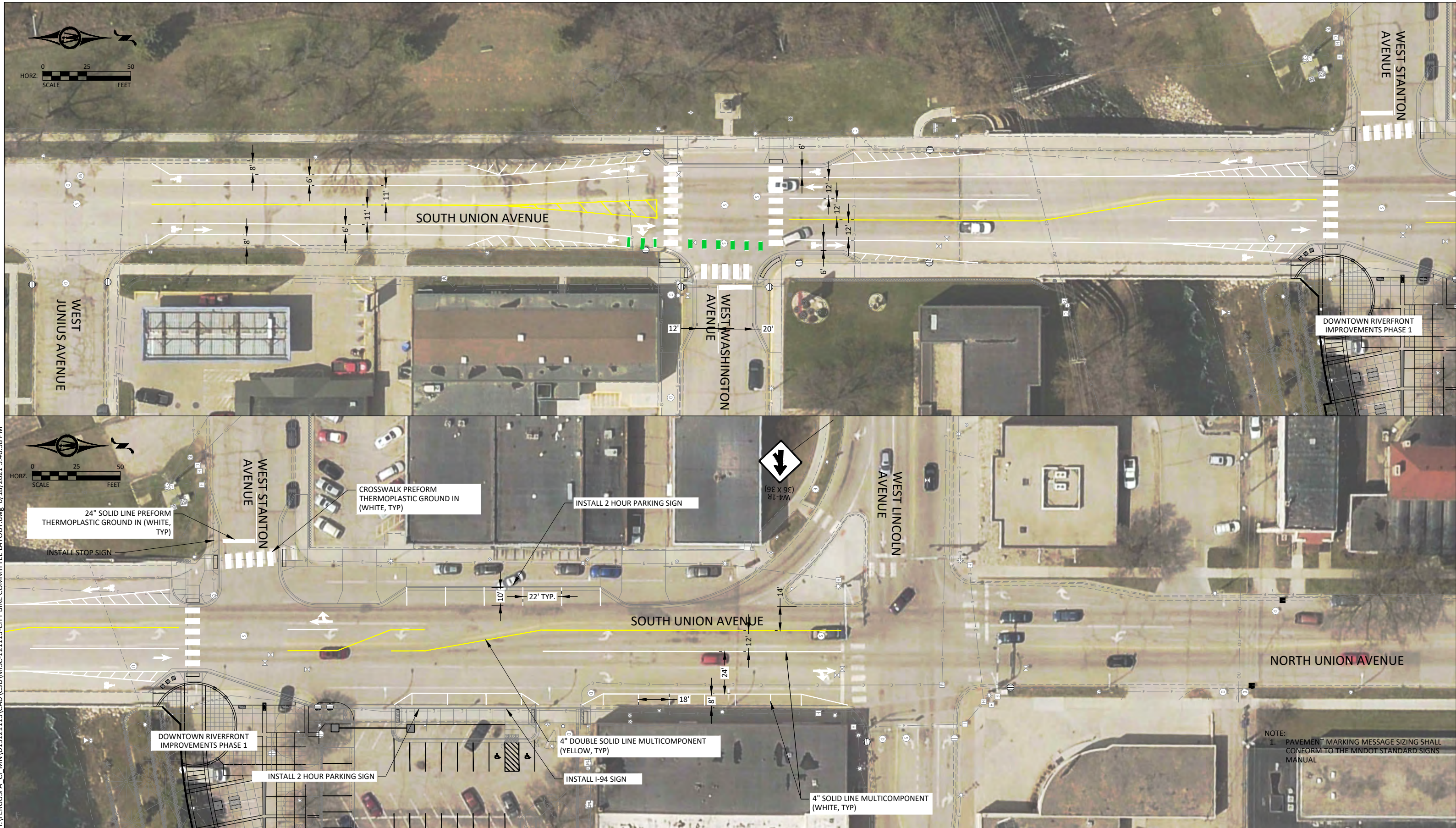
The purpose behind the 20'/12' lane design was to allow for proper turning movements for semis. 16'/16' would not allow.

4. This was not discussed at the Pedal FF meeting, and is just my own take on things, but I personally think that eliminating the 5 parking spaces in front of Union Pizza/Toast/The Market in favor of a wider sidewalk and/or better bike facilities, then installing a mid-block crosswalk, with possibly a pedestrian island halfway across the street, would be a marked improvement of that space. Given that there will still be ample parking across the street, losing these 5 spaces shouldn't really impact a person's ability to find a place to park, and installing a mid-block crosswalk and pedestrian island would make accessing these storefronts much more convenient than walking to either corner and crossing, and will also serve to calm the traffic through this stretch. I used to sit out on the sidewalk and try to enjoy a meal back when Cafe 116 was there, and it wasn't pleasant.

It is not recommended to have a mid-block crossing as pedestrians will have the opportunity to cross at Lincoln (signalized) and Stanton crossings. We created the curb bump outs to allow for pedestrians to cross Union Ave with more ease. This crossing will be changing from a 64' crossing to a 38' crossing for pedestrians. Also, narrowing the lanes with the proposed curb layout will naturally slow down traffic through that area.

5. This was not also discussed at the Pedal FF meeting and is another one of my personal takes, but is there any appetite for a conversation about providing parking-protected bike lanes on the Washington to Junius stretch of Union? This would require more discussion and thought, but I think one could make a case for parking protected lanes on the Wright Park side and a buffered lane with no parking allowed on the Holiday side. I just don't know why we keep thinking it's ok to sandwich people on bikes between moving cars and parked cars instead of the other way around.

I don't have a major issue with this thought. This could be reviewing more, perhaps surface mounted delineators. Must consider snow removal operations.



H:\FERGUSFA_CI_MN\151211113\CAD\C3D\MISC-121113-CITY BIKE COMMITTEE LAYOUT.dwg 6/18/2021 5:46:58 PM

PLANNING COMMISSION MINUTES

June 28, 2021

The Fergus Falls Planning Commission held a regular meeting on June 28, 2021 in the Council Chambers of City Hall. The meeting was opened at 5:30 PM. Agenda was approved. Members present were: (√ indicates those present in the Council Chambers, √√ indicates those present by phone / video connections).

√ Jeff Stanislawski
√ Laurel Kilde
√ Craig Gantner
Don Suiter
√√ Kelsee Macintosh-Ellig
√ Scott Rachels
√ Vern Johnson

City staff in attendance included Karin Flom, City Planner, Klara Beck, Community Development Manager, Andrew Bremseth, City Administrator, and Jill Hanson who took minutes for the meeting. Also present were John Heyer, John Powel, Mikel Olson, Melvin Frank, Randy Systeien, and John Debreeze.

Chair Stanislawski entertained a motion to amend the Agenda, moving the Variance request to place a detached accessory structure in the side yard of a property located at 623 Woodland Drive to the July 26, 2021 PC Meeting, and adding the Final Plat for the Westridge Mall under old business. It was so moved by Commissioner Kilde and seconded by Commissioner Macintosh-Ellig. Passed unanimously.

APPROVAL OF MINUTES

The minutes of the May 24, 2021 meeting were reviewed and Chair Stanislawski entertained a motion to approve the minutes. It was so moved by Commissioner Rachels and seconded by Commissioner Johnson. Passed unanimously.

PUBLIC HEARING TO CONSIDER A REQUEST FOR A PRELIMINARY PLAT FOR A TWO LOT SUBDIVISION "TIMBER COVER ADDITION TO BE LOCATED AT 1151 FRIBERG AVENUE. REQUESTED BY THE HOUSING & REDEVELOPMENT AUTHORITY OF FERGUS FALLS.

Chair Stanislawski asked City staff to explain the request. Karin Flom stated an application has been submitted to the City of Fergus Falls by Fergus Falls Housing & Redevelopment Authority to plat one parcel of land located at 1151 Friberg Avenue in Fergus Falls for a proposed 24-unit multiple-family structure for the purposes of permanent supportive housing. The property being platted is zoned R-4 (Multiple-Family Residence District). The proposed plat subdivides the parcel into two parcels. One contains the footprint of the HRA office (Lot 1) and the second will contain the footprint of the proposed multiple-family structure (Lot 2). Lot 1 would be approximately 2.29 acres (100,155 square feet) and Lot 2 would be approximately 1.39 acres (60,356 square feet).

Karin explained the proposed plat includes the subdivision of one parcel of property currently owned by the Fergus Falls Housing & Redevelopment Authority. The parcel is 3.68 acres and includes the existing floorplan of the office of the Fergus Falls Housing & Redevelopment Authority, associated driveway and parking lot for the office, and a gravel trail. The remaining area of the parcel is undeveloped. Karin mentioned the applicant previously came to the Planning Commission at the August 24, 2020 meeting with a variance request to construct a multiple-family structure in the rear yard setback and for a parking reduction. The applicant later withdrew the variance application. The proposed plat currently in front of the Planning Commission has the multiple-family structure on the second parcel. The plat allows for the development of the multiple-family structure without needing any variances.

Karin mentioned that a notice for the public hearing was published in the Daily Journal and public notices were mailed to the 52 property owners within 350 feet. The public notice was also mailed to the Minnesota Department of Natural Resources. No inquiries or public comments have been received.

Karin stated that comments on the preliminary plat were sought from staff in the Engineering Department and the Fire Department. Engineering stated that access to Friberg Avenue needs to be limited to one curb cut. Therefore, the proposed driveway on Lot 2 connecting the parking lot to Friberg Avenue via the area on the plat marked "Existing Curb Cut/Access" would need to be removed on the final plat. The Fire Department stated the proposed parking lot configuration on Lot 2 by the multiple family structure was acceptable as long as the building was fully sprinklered. Karin explains some maps of the site noting the lot meet the requirement for an R-4 zone.

Karin explained the ordinances and zoning codes that apply to this request, and the proposed finding:

1. The plat meets all of the requirements for a preliminary plat.
2. The plat allows for the development of the proposed multiple-family structure on Lot 2 without any need for variances.
3. The plat would be serviced by utilities that are already in the area.
4. The plat will not be detrimental to the health, safety, or welfare to the community since the surrounding area is primarily residential.

Karin stated that staff recommends approve of the Timber Cove Addition Preliminary Plat request to the City Council with the following condition:

1. The applicant shall work with the Engineering Department to resolve concerns with the proposed driveway on Lot 2 connecting the parking lot and Friberg Avenue.

Karin stated that the four Proposed Findings listed were created with the idea of approval of the Preliminary Plat request with the condition listed. If the commission does not agree with any of the findings, then the commission should look at are the conditions to help to create a positive finding or look at a denial finding and create a set of findings to support denial.

There was some discussion about how engineering would be resolving the concerns with the driveway.

Public Hearing to Consider a Request for a Preliminary Plat for a two lot subdivide for the property located at 1151 Friberg Avenue. Requested by the Housing & Development Authority of Fergus Falls was open to the Public at 5:38 PM

Chair Stanislawski asked if anyone else wished to speak on this request.

Chris Heyer & John Powel, Moore Engineering, explained that there have been discussion about having a driveway that only allows a right in or right out access onto Friberg Avenue. Moore Engineering stated that they would work with the City to develop a solution for their concerns about the lot 2 driveway.

Patrick Hollister, 200 Willow Court, asked if the building and grounds would be smoke free. Mikel Olson, HRA, stated that the building would be smoke free, but the grounds will not be smoke free. Mr. Hollister was fine with that because he had originally had concerns about residents of the new building walking over to his building to smoke if the grounds were not smoke free.

Melvin Frank, President of Twin Oaks Community Services, stated that his group was happy with the redesigned housing plans and wanted to thank the HRA for making the changes.

Chair Stanislawski closed the Public Hearing to the Public at 5:43 PM, and bought the meeting back to the Planning Commission for discussion. There was no discussion.

Commissioner Kilde made a motion to approve the Preliminary Plats for a two-lot subdivision for the property located at 1151 Friberg Avenue requested by the Housing & Redevelopment Agency of Fergus Falls with the findings as presented and the conditions mentioned. It was seconded by Commissioner Gantner. Passed unanimously.

PUBLIC HEARING TO CONSIDER A REQUEST FOR A CONDITIONAL USE PERMIT TO DEVELOP, CONSTRUCT, OPERATE, AND MAINTAIN A SOLAR PHOTOVOLTAIC (PV) PROJECT IN AN R-A ZONE. REQUESTED BY OTTER TAIL POWER COMPANY.

Chair Stanislawski asked City staff to explain the request. Karin stated that the application, Otter Tail Power Company (OTP), is proposing to develop, construct, operate and maintain a 49.9-megawatt alternating current (MW-AC) solar photovoltaic (PV) project ("Hoot Lake Solar). The area of the fenced project site is approximately 310 acres. Karin explained that a "solar farm" is defined in 'Solar Energy Systems 154.136 – Definitions' as "an area of land designated for the purpose of producing photovoltaic electricity as a principal use of the land, for wholesale production or for a community solar production. This includes any use of solar energy systems over 10 acres in size." Solar farms are only allowed as a conditional use in the R-A zone (154.138(A)). Therefore, OTP is coming before the Planning Commission with a conditional use permit application for the project.

Karin state the CUP application includes 21 parcels listed in the application and all parcels within the project boundary are owned by OTP. Karin explained that all the parcels within the CUP application, except for two, are entirely zoned R-A. Two parcels listed in the conditional use permit application have multiple zoning designations. Karin explained a zoning map showing that the solar panels are only being placed on the portions of the parcels that are zoned R-A. Karin mentioned that two additional parcels are not included in the CUP application but located within the project boundary and are zoned R-1. Karin stated that the zoning map does not show any solar panels on the R-1 properties.

Karin stated that the PC's duty is to hold a public hearing on the request, review the application to make sure it is complete and the CUP meets the requirements and standards of the ordinance, and provide additional condition(s) if needed. The City Council will make the final approval on the request and may impose additional reasonable conditions.

Karin explained a proposed map of the site, facility layout, and the surrounding area. Karin stated that the application materials included a set of civil engineering plans for the purposes of the CUP include an overall site plan, overall adjacent property map and index, existing conditions, removal plan (i.e., vegetation and structures), detailed site plan, construction details, and landscape screening. Other materials include a stormwater management report, a photo-simulation report, decommissioning plan, and vegetative management plan. Staff have reviewed the application for the CUP and deemed it complete per the requirements of '154.138 Solar Farms – Allowable Zoning Districts and Design Standards.'

Karin explained the solar farm design standard for the request:

- Height Limit: 20 feet for systems, equipment, and structures
- Setbacks (measured from the edge of the solar system array and excludes security fencing, screening, or berm):
 - 50 feet setback from the outermost property line
 - 50 feet from the right-of-way edge of public roads and rights of ways or 130 feet from centerline of a developed/constructed road (whichever is greater).
 - 150 feet from an existing residential dwelling (reduced by 50% if fully screened and agreement with homeowner).

There was some discussion about the four options for landscape buffers/screening using pines and/or shrubs. Randy Systeien, OTPC, explained that OTPC is working with the property owners on planting options to create screening buffers.

Karin mentioned that 50 letters were sent out to property owners within 350' of the site and only one comment was received. Clarence Johnson, 534 Gutterberg Heights, sent an emailing stating that his wife and he were in support of the project. There were no comments on the request from the Building Official, Engineering Department, and Fire Department.

Karin stated that the seven Proposed Findings listed in the staff report were created with the idea of approval of the CUP request with the conditions listed. If the commission does not agree with any of the findings, then the commission should look at those conditions to help to create a positive finding or look at a denial finding and create a set of findings to support denial.

Karin stated based on the proposed finding, staff recommends approval of the Conditional Use Permit for Otter Tail Power Company with the following condition:

1. In the case of parcels with mixed zoning, solar modules are only to be constructed on portions of the parcel zoned R-A.

Public Hearing to consider a request for a CUP for to Develop, Construct, Operate and Maintain a Solar Photovoltaic (PV) Project in an R-A Zone was opened to the public at 5:59 PM

Chair Stanislawski asked if anyone else wished to speak on this request.

John Debreeze, President the United Prairies Foundation, mentioned there is native prairie near the site that below to the Fish & Game Club and this would be a good option to incorporate native prairie into the site.

Paul Vukonich, OTPC, stated that they are currently working with several habit friendly groups in the area on native planting for the site. The planting that have been selected excess the goal standards of these groups.

Chair Stanislawski closed the Public Hearing to the Public at 6:03 PM, and bought the meeting back to the Planning Commission for discussion. There was no discussion.

Commissioner Kilde made a motion to recommend to approve the Conditional Use Permit request by Otter Tail Power Company for their Solar Photovoltaic Project with the condition and the proposed findings as presented. It was seconded by Commissioner Rachels. Passed unanimously.

NEW BUSINESS

Chair Stanislawski asked if there was any new business. There was none.

UPCOMING APPLICATIONS

Karin mentioned Public Hearing(s) coming before the PC at the July meeting:

- Variance Application V-2021-5 that will be continued at the July PC meeting
- CUP to allow a ground floor Residential Dwelling in a B-2 District
- Variance for an Accessory Building/Shed in a Side Yard
- Preliminary Plat & Variance for Campus Development

FINAL PLAT TO SUBDIVIDE TWO PARCELS OF PROPERTY LOCATED AT 1901 & 2001 WEST LINCOLN AVENUE ZONED B-6. REQUESTED BY WESTRIDGE MALL LIMITED PARTNERSHIP

Chair Stanislawski asked City staff to explain the request. Karin Flom explained that the application has been submitted to the City of Fergus Falls by Interstate Engineering on behalf of the property owner, Westridge Mall Limited Partnership, to plat two parcels of land located at 1901 & 2001 Lincoln Avenue West in Fergus Falls for the proposed sale of the newly subdivided parcel. The property being platted is zoned B-6 (Sub-Regional Shopping Center District). The proposed plat subdivides the parcel into three parcels, one containing the footprint of the retail store “Dollar Store”, some adjacent floor space and adjacent parking area, A standalone building along the frontage road that use to be a “Napa”, and the other containing the remainder of the existing Westridge Mall footprint and parking lots. Karin briefly explained some maps and the plat for the request.

Karin stated that the proposed plat includes the subdivision of two parcels of property currently owned by the Westridge Mall Limited Partnership. The parcel includes both the existing floorplan of Dollar Store and the area to the west of the store as well as planned shared parking, entrances, walkways, hallways, and walls. The other lots contains a stand-alone building along the frontage road that was used as a Napa store. The store is currently vacant. Interstate Engineering has prepared the proposed plat on behalf of the Westridge Mall Limited Partnership, who is proposing to sell the subdivided parcel.

Karin explained that a condition of the Planning Commission's recommendation to the City Council to approve the preliminary plat at the April 26 Planning Commission meeting was a developer's agreement. The developer has signed a developer's agreement, which has been reviewed and agreed to by the City Attorney, City Engineer, and the Fire Department. The only change to the final plat since the review of the preliminary plat include a 15 feet easement along the east line of Lot 2, which was a request of the Engineering Department. Karin mentioned that no public hearing is required on this item because the preliminary plat and final plat approval processes have been conducted separately. A public hearing was held on April 26, 2021 for the preliminary plat.

Karin explained the proposed finding that apply to this request:

1. The plat meets all of the requirements for a final plat and no new development is proposed.
2. The plat would be serviced by utilities that are already in the area. New utilities are addressed in the developer's agreement.
3. The plat will not be detrimental to the health, safety, or welfare to the community since the area will remain a retail use and not be changed with the new lot created.

Karin stated that staff is recommending approval of the final plat to City Council with no conditions.

Commissioner Kilde mentioned that a condition of the Final Plat should be that all utility bills and property taxes must be current as a condition of the subdivision plat. Andrew Bremseth, City Administrator, confirmed that there were outstating utility bills due on the property. Alex from Interstate Engineering stated that the County property tax due would need to be paid for the Final Plat to be recorded by the County.

Commissioner Kilde made a motion to approve the Final Plat to subdivide two parcels of property located at 1901 & 2001 West Lincoln Avenue requested by Westridge Mall Limited Partnership with the findings as presented and all the conditions mentioned. It was seconded by Commissioner Gantner. Passed unanimously.

ORDINANCE UPDATES DISCUSSION:

Chair Stanislawski opened the ordinance discussion. Karin explained that the Building and Engineering departments had some concerns about the ordinance updates that were recommended to the City Council by the PC at the last PC meeting. Karin stated that we need to further discussion the ordinance updates. There was some discussion about what should be the maximum size of a structure in relationship to the size of the total lot. Karin explained some ordinances examples that other Cities in the area have for accessory building, noting that some of them were 30% of the side or rear lot. Commissioner Kilde stated that she thought that 10% would be responsible.

Karin mentioned another concern was the height of the accessory structure. There was some discussion about how the accessory structure would not exceed 19 feet or the height of the primary structure, whichever is greater and would have a façade that matched the primary structure. Commission Rachels mentioned wanting to see more explains and discuss the ordinance updates more at the next meeting. Chair Stanislawski mentioned that we should be giving people as much room for storage as possible. Commissioner Johnson stated that he would like to have more discussion about fence setbacks and maintenance.

There was some discussion and Commissioner Macintosh-Ellig asked is the City Attorney had done a first draft of the ordinance that PC had recommended last month. Karin replied there is a first draft and it has not had its first reading with the City Council yet. The PC stated that they would like to review the ordinance that was drafted.

Commissioner Rachels made motion to table the ordinance update discussion until the next meeting. It was seconded by Commissioner Kilde. Passed unanimously.

CITY PLANNER UPDATES

Chair Stanislawski asked for updates from the City Planner. An introduction was done for Karin Flom, the new City Planner. She gave the PC a summary of her educational background and work experience.

CITY COUNCIL UPDATES

Chair Stanislawski asked if there were any Council updates. There were none.

The next regular meeting will be on July 26, 2021 at 5:30 PM.

The meeting adjourned at 6:30 pm.

City Planner

DRAFT



Council Action Recommendation

Page 1 of 1

Meeting Date: July 6, 2021 – City Council

Subject: Preliminary Plat of Timber Cove Addition (PP-2021-2)

Recommendation: Adopt a resolution approving a preliminary plat for a two lot subdivision of Timber Cove Addition at 1151 Friberg Avenue as requested by the Housing and Redevelopment Authority of Fergus Falls.

Background/Key Points: The Housing & Redevelopment Authority of Fergus Falls (HRA) has submitted an application to plat 1 parcel of land located at 1151 Friberg Avenue in Fergus Falls for a proposed 24-unit multiple-family structure for the purposes of permanent supportive housing. The proposed plat subdivides the parcel into two parcels. One contains the footprint of the HRA office (Lot 1) and the second will contain the footprint of the proposed multiple-family structure (Lot 2). The plat allows for the development of the multiple-family structure without needing any variances.

A public hearing was conducted at the June 28, 2021 meeting of the Planning Commission. The Planning Commission voted to recommend approval of the preliminary plat to the City Council with the following condition:

1. The applicant shall work with the Engineering Department to resolve concerns with the proposed driveway on Lot 2 connecting the parking lot and Friberg Avenue.

Full materials and the staff report can be accessed online at <https://www.ci.fergus-falls.mn.us/government/boards-commissions/planning-commission> and viewing the June 28, 2021 Planning Commission Meeting Packet. Selected materials are listed in “Attachments” below.

Budgetary Impact: None

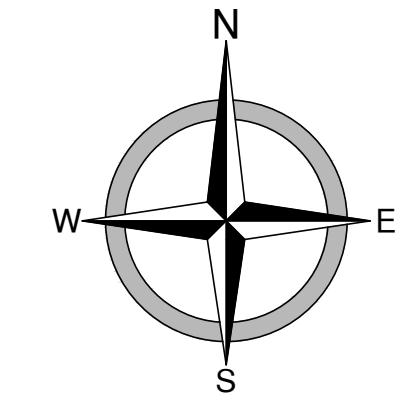
Originating Department: Community Development

Respectfully Submitted: Karin Flom, City Planner

Attachments: (1) Preliminary Plat of Timber Cove Addition

PRELIMINARY PLAT OF TIMBER COVE ADDITION

PART OF TRACT B
REGISTERED LAND SURVEY No. 7
IN THE NW 1/4-NE 1/4
SECTION 35-133-43
PARCEL ID NO. 71002991637000
CITY OF FERGUS FALLS
OTTER TAIL COUNTY, MINNESOTA



Scale in Feet
0 30

BASIS OF BEARING: REGISTERED
LAND SURVEY No. 7
DATE PREPARED: 5/18/21

LEGEND

- IRON MONUMENT SET AND MARKED WITH LAND SURVEYOR NO. 43807
- FOUND IRON MONUMENT
- SETBACK LINE
- FUTURE BUILDING
- FUTURE PARKING/ROAD

PROPERTY ZONING: R-4

LOT 1
LOT AREA: 100,155 sq.ft.
EXISTING BUILDINGS: 2839 sq.ft.
BUILDING COVERAGE: 3%

LOT 2
LOT AREA: 60,356 sq.ft.
PROPOSED BUILDING: 9000 sq.ft.
24 UNITS/3 STORY STRUCTURE
BUILDING COVERAGE: 15%
SQ FEET REQUIRED PER UNIT: 2200 (300 SQ.FT. ALLOWANCE PROPERTY ON THROUGHFARE)
24*2200=52,800 sq.ft. MINIMUM LOT AREA REQUIRED
FLOOR AREA RATIO: 9000/60,356 = 0.45
PROPOSED PARKING STALLS: 24UNITS*1.5=36 STALLS

TOTAL PLAT AREA: 3.685 ACRES
ADDRESS: 1151 FRIBERG AVE

TRACT DESCRIPTION:

All that part of Tract B, REGISTERED LAND SURVEY NO. 7, on file and of record in the Office of the Registrar, Otter Tail County, Minnesota lying southerly of the following described line:

Commencing at the northwest corner of said Tract B; thence South 01 degree 09 minutes 49 seconds West, record bearing, along the westerly line of said Tract B for a distance of 150.00 feet; thence South 11 degrees 05 minutes 47 seconds West along said westerly line for a distance of 152.28 feet to the point of beginning of the line to be described; thence South 88 degrees 50 minutes 11 seconds East for a distance of 490.28 feet to the easterly line of said Tract B and said line there terminates, containing 160,511 square feet, more or less.

VICINITY MAP NOT TO SCALE



CERTIFICATION

I hereby certify that this survey, specification, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

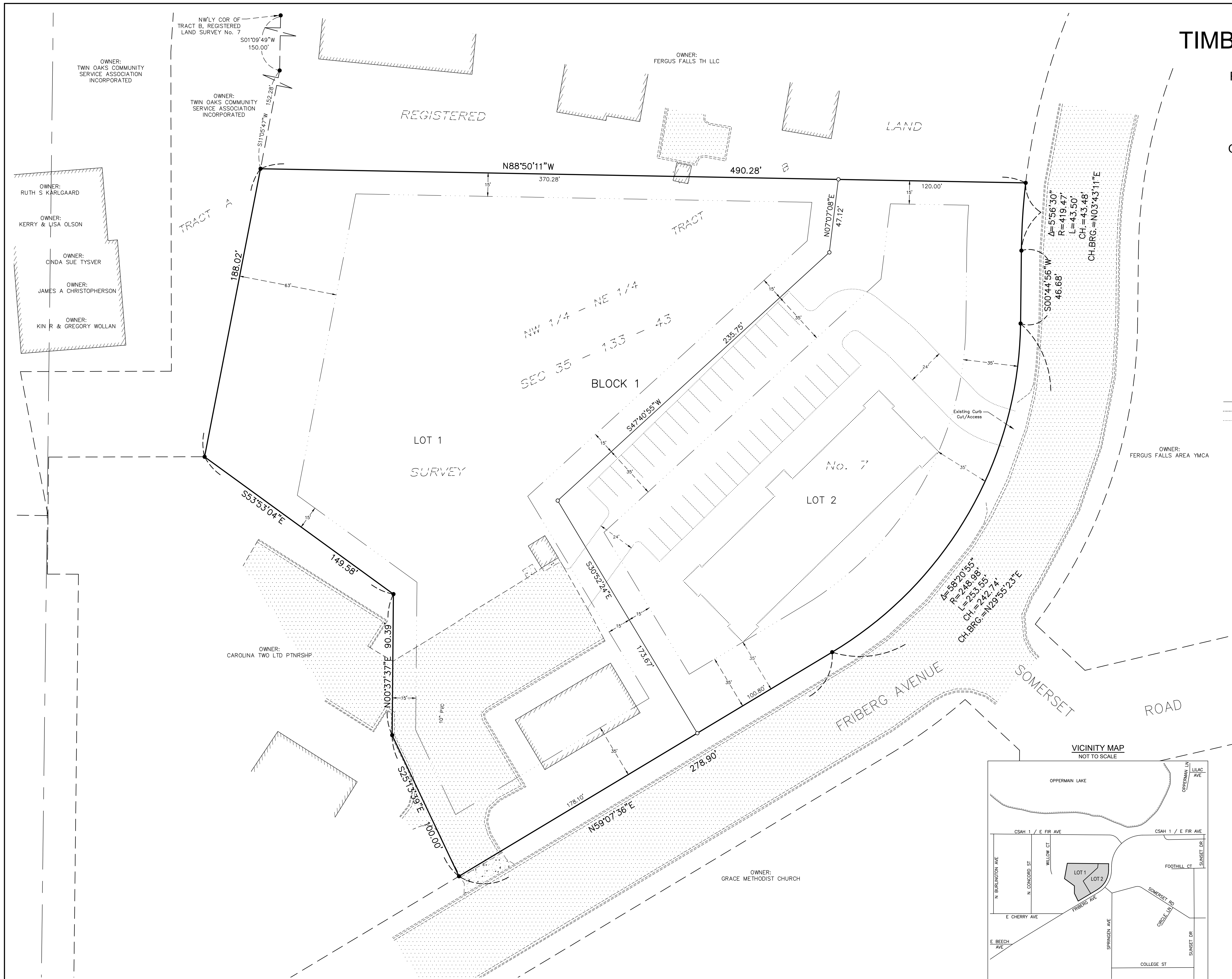
Christopher D. Heyer
Christopher D. Heyer, Minnesota License No. 43807

Date signed: May 26, 2021

SURVEYOR: Chris Heyer
Moore Engineering, Inc
1808 E. Fir Ave.
Fergus Falls, MN

DEVELOPER: Fergus Falls HRA
Mikel Olson - Executive Director
1151 Frisberg Ave
Fergus Falls, MN

M moore
engineering, inc.
PROJ. NO.
21800
SHEET 1 OF 1



OWNER:
TWIN OAKS COMMUNITY
SERVICE ASSOCIATION
INCORPORATED

OWNER:
TWIN OAKS COMMUNITY
SERVICE ASSOCIATION
INCORPORATED

OWNER:
FERGUS FALLS TH LLC

OWNER:
RUTH S KARLGAARD

OWNER:
KERRY & LISA OLSON

OWNER:
CINDA SUE TYSVER

OWNER:
JAMES A CHRISTOPHERSON

OWNER:
KIN R & GREGORY WOLLAN

OWNER:
CAROLINA TWO LTD PTNRSHP

OWNER:
GRACE METHODIST CHURCH

OWNER:
FERGUS FALLS AREA YMCA



Council Action Recommendation

Page 1 of 1

Meeting Date: July 6, 2021 – City Council

Subject: Conditional Use Permit Otter Tail Power Company Solar Photovoltaic (PV) Project (C-2021-3)

Recommendation: Adopt a resolution approving a Conditional Use Permit as requested by Otter Tail Power Company to develop, construct, operate and maintain a solar photovoltaic project in an R-A zone.

Background/Key Points: Otter Tail Power Company (OTPC) is proposing to develop, construct, operate and maintain a 49.9-megawatt alternating current (MW-AC) solar photovoltaic (PV) project (“Hoot Lake Solar”), otherwise known as a solar farm. The area of the fenced project site is approximately 310 acres.

A “solar farm” is allowed as a conditional use within the R-A, Agricultural-Residence District. OTPC applied for a conditional use permit for 21 parcels that make up the solar farm. A public hearing was conducted at the June 28, 2021 meeting of the Planning Commission.

The Planning Commission voted to recommend approval of the conditional use permit to the City Council with the following condition:

1. In the case of parcels with mixed zoning, solar modules are only to be constructed on portions of the parcel zoned R-A.

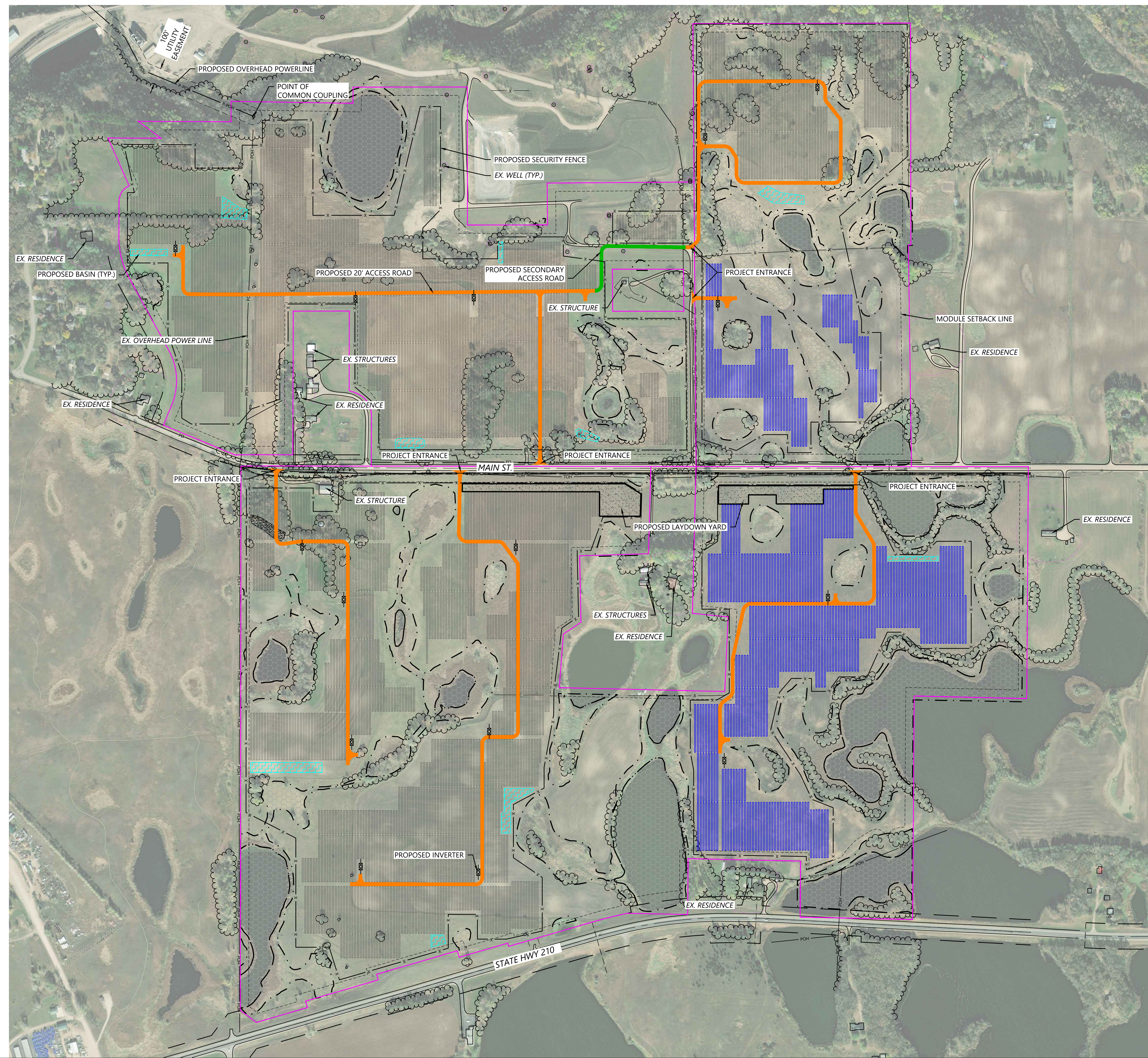
Full materials and the staff report can be accessed online at <https://www.ci.fergus-falls.mn.us/government/boards-commissions/planning-commission> and viewing the June 28, 2021 Planning Commission Meeting Packet. Selected materials are listed in “Attachments” below.

Budgetary Impact: None

Originating Department: Community Development

Respectfully Submitted: Karin Flom, City Planner

Attachments: (1) Project Site Map (includes the location of existing structures and residences and existing and proposed roads), (2) Zoning Map, (3) Landscape Screening Map (4) Landscape Notes & Details



LEGEND:	
(Magenta line)	PROJECT BOUNDARY
(Black line)	SECTION LINES
(Black line)	RIGHT-OF-WAY LINES
(Black line)	EASEMENT LINES
(Black line)	EX. TREELINE
(Black line)	EX. PAVED ROAD
(Black line)	EX. GRAVEL ROAD
(Black line)	EX. FENCE
(Black line)	EX. OVERHEAD POWER
(Black line)	EX. FIBER OPTIC LINE
(Black line)	EX. TELEPHONE LINE
(Black line)	EX. GAS PIPELINE
(Blue hatched area)	EX. WETLAND
(Circle with dot)	EX. WELL WITH SETBACK
(Blue vertical lines)	PROPOSED 585W MODULE SOLAR ARRAY
(Blue vertical lines)	PROPOSED 395W MODULE SOLAR ARRAY
(Dashed line)	PROPOSED MODULE SETBACK
(Dashed line)	PROPOSED RESIDENCE SETBACK
(Dashed line)	PROPOSED EASEMENT LINE
(Orange line)	PROPOSED ACCESS ROAD
(Orange line)	PROPOSED SECONDARY ACCESS ROAD
(Dashed line)	PROPOSED SECURITY FENCE
(Symbol)	PROPOSED ELECTRICAL EQUIPMENT
(Symbol)	PROPOSED OVERHEAD POWER
(Blue hatched area)	PROPOSED BASIN
(Blue hatched area)	PROPOSED LAYDOWN YARD

Westwood

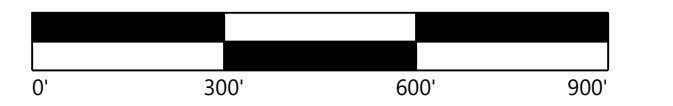
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
 Fax (952) 937-5822 Minnetonka, MN 55343
 Toll Free (888) 937-5150 westwoodps.com
 Westwood Professional Services, Inc.

PREPARED FOR:



REVISIONS:

#	DATE	COMMENT



Hoot Lake Solar
 Otter Tail County, MN

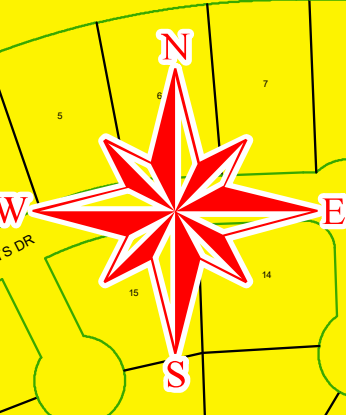
Overall Site Plan

NOT FOR CONSTRUCTION

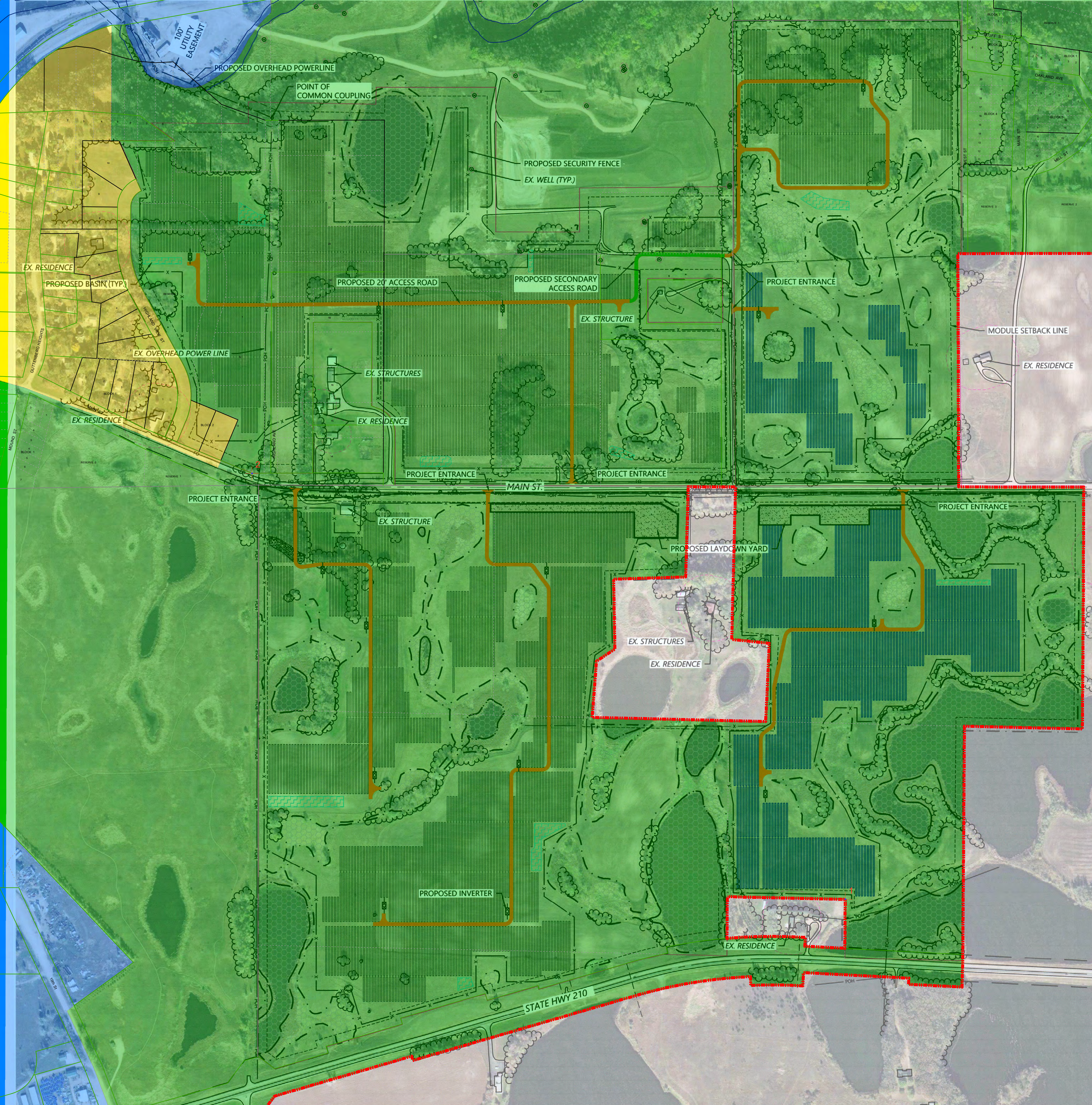
DATE: 06/18/21

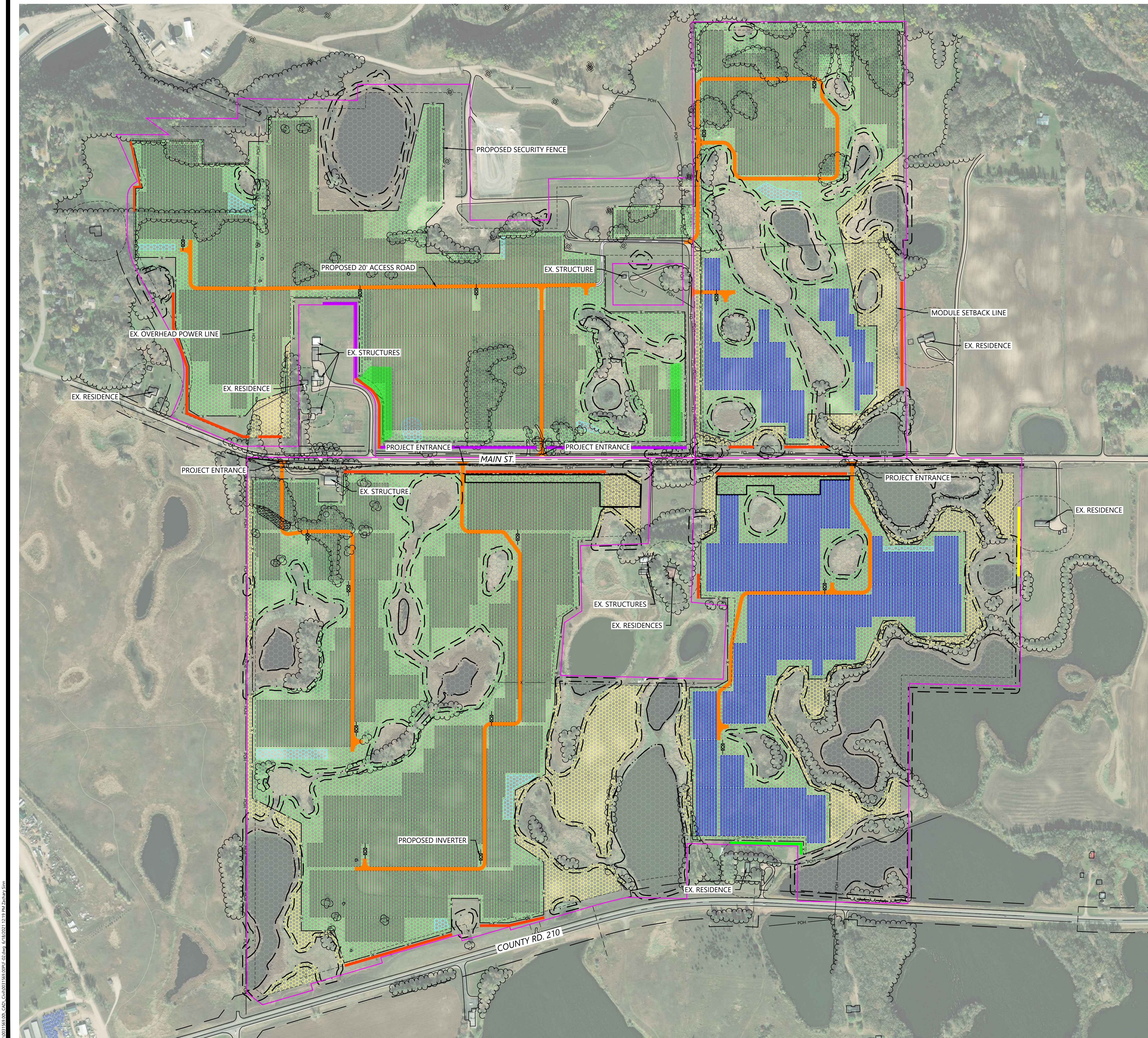
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WRIGHT LAKE

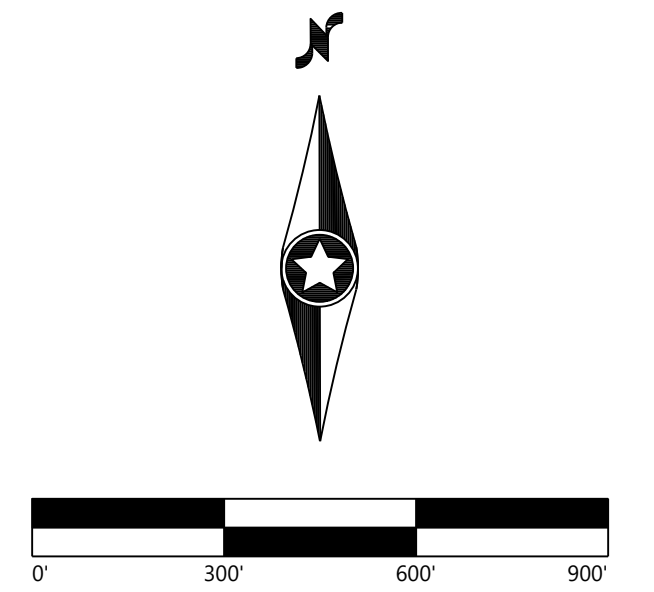




- LEGEND:**
- PROJECT BOUNDARY
 - SECTION LINES
 - RIGHT-OF-WAY LINES
 - EASEMENT LINES
 - EX. TREELINE
 - EX. PAVED ROAD
 - EX. GRAVEL ROAD
 - EX. FENCE
 - EX. OVERHEAD POWER
 - EX. FIBER OPTIC LINE
 - EX. TELEPHONE LINE
 - EX. GAS PIPELINE
 - EX. WETLAND
 - EX. WELL
 - VEGETATION TO BE REMOVED & RESEEDED
 - PROPOSED 585W MODULE SOLAR ARRAY
 - PROPOSED 395W MODULE SOLAR ARRAY
 - PROPOSED MODULE SETBACK
 - PROPOSED ACCESS ROAD
 - PROPOSED SECURITY FENCE
 - PROPOSED ELECTRICAL EQUIPMENT
 - PROPOSED SCREENING BUFFER OPTION 1
 - PROPOSED SCREENING BUFFER OPTION 2
 - PROPOSED SCREENING BUFFER OPTION 3
 - PROPOSED SCREENING BUFFER OPTION 4
 - PROPOSED ARRAY MIX SEEDING
 - PROPOSED PERIMETER MIX SEEDING
 - PROPOSED WET MIX SEEDING

REVISIONS:

#	DATE	COMMENT



Hoot Lake Solar
 Otter Tail County, MN

Overall Screening Plan

NOT FOR CONSTRUCTION

DATE: 06/18/21
 SHEET: L.200

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SOLAR ORDINANCE - SCREENING REQUIREMENTS

THE PROPOSED COMMERCIAL SOLAR PROJECT SHALL COMPLY WITH THE REGULATIONS OUTLINED IN THE OTTER TAIL COUNTY CODE AND SHALL MEET THE FOLLOWING STANDARDS:

(M) SCREENING AND VEGETATION GROUND COVER

(1) THE SCREENING PLAN SHALL IDENTIFY THE TYPE AND EXTENT OF SCREENING PROVIDED FOR THE SOLAR FARM. SCREENING IS REQUIRED ALONG LOT LINES BORDERING A DIFFERENT RESIDENTIAL ZONING DISTRICT. SCREENING IS REQUIRED WITHIN 150 FEET OF AN EXISTING RESIDENTIAL DWELLING UNLESS THE SETBACK IS REDUCED AS PROVIDED IN THIS SECTION AT IN PARAGRAPH B.3. SCREENING IS ENCOURAGED ALONG PUBLIC ROADWAYS, AS DEMED PRACTICAL AND NOT TO DISTURB THE FUNCTION OF THE SOLAR MODULES. SCREENING MAY CONSIST OF VEGETATION, NON-TRANSPARENT FENCING OR BERMING. SECURITY FENCES PLACED WITHIN REQUIRED SCREENING AREAS MUST ALSO BE SCREENED BY VEGETATION OR BERMING.

REQUIREMENT MET WITH PROPOSED LANDSCAPE BUFFER PLANTINGS

VEGETATIVE SCREENING SELECTION & INTENT

THE PROPOSED PLANS INCLUDE INSTALLING VEGETATIVE LANDSCAPE BUFFERS WHICH UTILIZE, TO THE EXTENT COMMERCIALY PRACTICABLE, NATIVE TREES AND SHRUBS OR OTHER SPECIES THAT GROW WELL IN THIS CLIMATE AT STRATEGIC LOCATIONS ACROSS THE PROJECT SITE TO LIMIT DIRECT VIEWS OF THE ARRAY. ONE BENEFIT TO USING NATIVE PLANTS OR OTHER REGIONALLY APPROPRIATE SPECIES IS THAT THEY ARE ACCLIMATED TO THE PARTICULAR CLIMATE AND ENVIRONMENTAL CONDITIONS, THUS ALLOWING FOR A QUICKER ESTABLISHMENT AND INCREASED SURVIVAL RATES. THE PROPOSED VEGETATIVE LANDSCAPE BUFFERS ARE COMPOSED OF EVERGREEN TREES THAT CAN PROVIDE LUSH GREEN YEAR ROUND SCREENING AND DECIDUOUS SHRUBS THAT CAN HELP PROVIDE ADDITIONAL SCREENING AND BE VISUALLY APPEALING ACROSS MULTIPLE SEASONS. SOME OF THE CHARACTERISTICS THAT THESE NATIVE SHRUBS HAVE BEEN SELECTED FOR INCLUDE FOLIAGE AND STEM COLOR, FLOWERS AND FRUIT PRODUCTION. THE SHRUBS PROPOSED TO BE PLANTED IN SMALL MASSES SO THAT AT ANY ONE TIME IN THE YEAR ONE SPECIES MIGHT DISPLAY SOME OF THESE AESTHETIC CHARACTERISTICS. BEYOND THE AESTHETIC VALUE, THE PROPOSED PLANTS CAN PROVIDE ADDITIONAL WILDLIFE BENEFITS THAT INCLUDE A SOURCE FOR POLLINATORS, SHELTER, FORAGE AND WINTER HABITAT. AS THE PLANTS MATURE THEY WILL GROW CLOSER TOGETHER CREATING A TYPE OF NATURAL HEDGE.

BUFFER & SCREENING PLANT SPECIES LIST

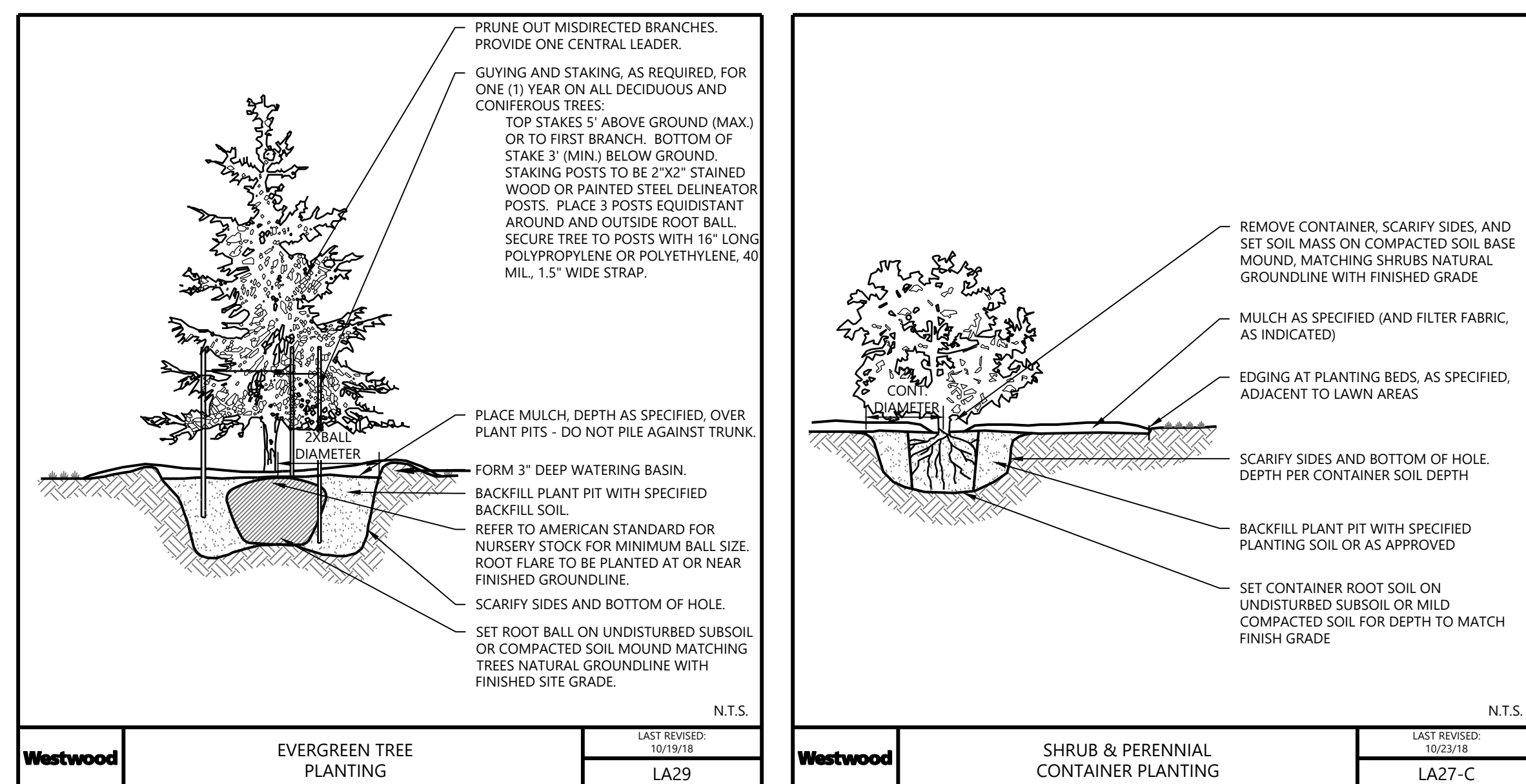
SYMBOL	COMMON/BOTANICAL NAME	SIZE (AT INSTALLATION)	SPACING O.C.	MATURE SIZE
LARGE EVERGREEN TREES	Norway Pine / <i>Pinus resinosa</i>	4' H.T.	15' O.C.	H 50'-60' W 20'-40'
	White Pine / <i>Pinus strobus</i>	4' H.T.	15' O.C.	H 50'-60' W 20'-35'
	Black Hills Spruce / <i>Picea glauca densata</i>	4' H.T.	15' O.C.	H 30'-60' W 20'-30'
	White Spruce / <i>Picea glauca</i>	4' H.T.	15' O.C.	H 50'-60' W 20'-35'
	Norway Spruce / <i>Picea abies</i>	4' H.T.	15' O.C.	H 30'-60' W 20'-30'
DECIDUOUS SHRUBS	Common Elderberry / <i>Sambucus canadensis</i>	#5 CONT.	6'-7.5' O.C.	H 5'-12' W 5'-12'
	Common Ninebark / <i>Physocarpus opulifolius</i>	#5 CONT.	6'-7.5' O.C.	H 5'-8' W 4'-6'
	Nannyberry Viburnum / <i>Viburnum lentago</i>	#5 CONT.	6'-7.5' O.C.	H 12'-15' W 6'-12'
	Gray Dogwood / <i>Cornus racemosa</i>	#5 CONT.	6'-7.5' O.C.	H 10'-15' W 10'-15'
	Arrowwood Viburnum / <i>Viburnum dentatum</i>	#5 CONT.	6'-7.5' O.C.	H 6'-10' W 6'-10'

NOTES: 1) QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY. 2) B.B. SPECIFIES ROOT TYPE AS BALLED AND BURLAPPED. 3) H.T. SPECIFIES MINIMUM SPECIMEN HEIGHT UPON INSTALLATION. 4) #5 CONT. TO MEET MINIMUM SIZE REQUIREMENT OF 24" H OR 30" W FOR DECIDUOUS SHRUBS UPON INSTALLATION. IF PLANT SIZE UNAVAILABLE AT #5 CONT. UPSIZE CONTAINER UNTIL MINIMUM PLANT SIZE REQUIREMENT IS MET.

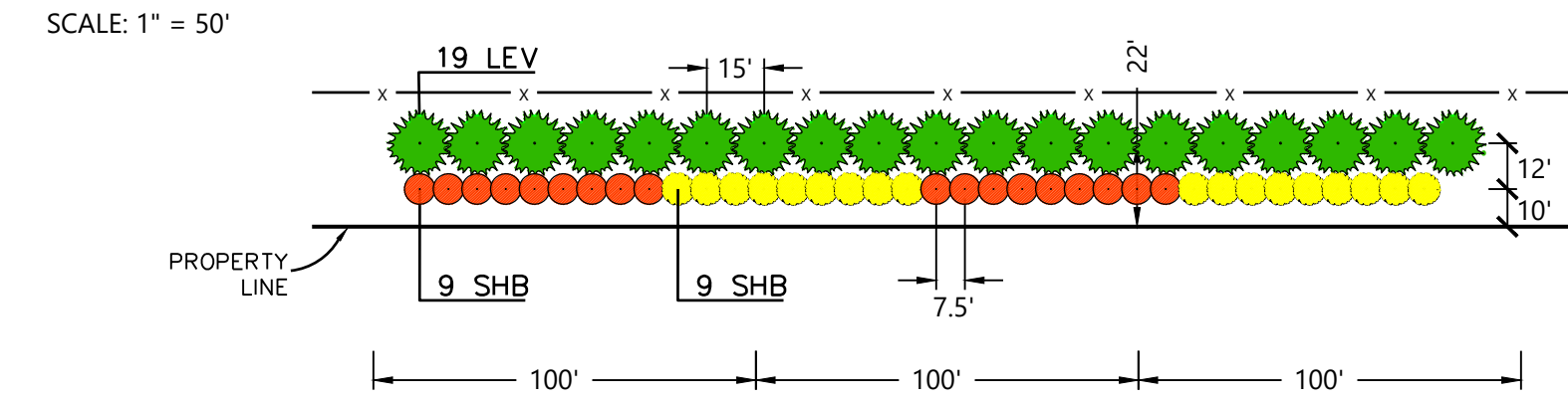
BUFFER & SCREENING PLANT MATERIAL



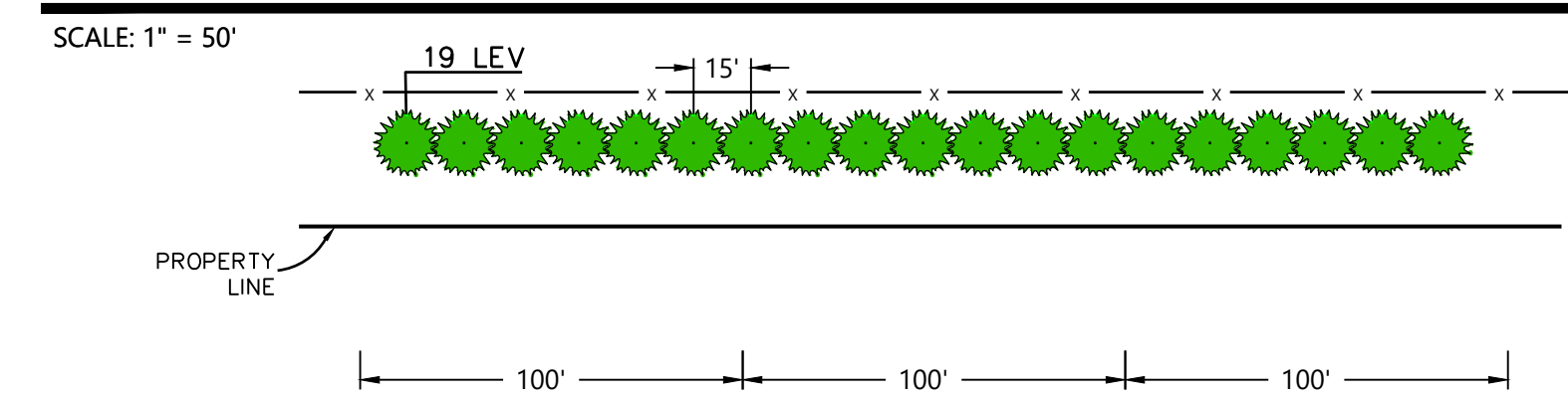
PLANTING DETAILS



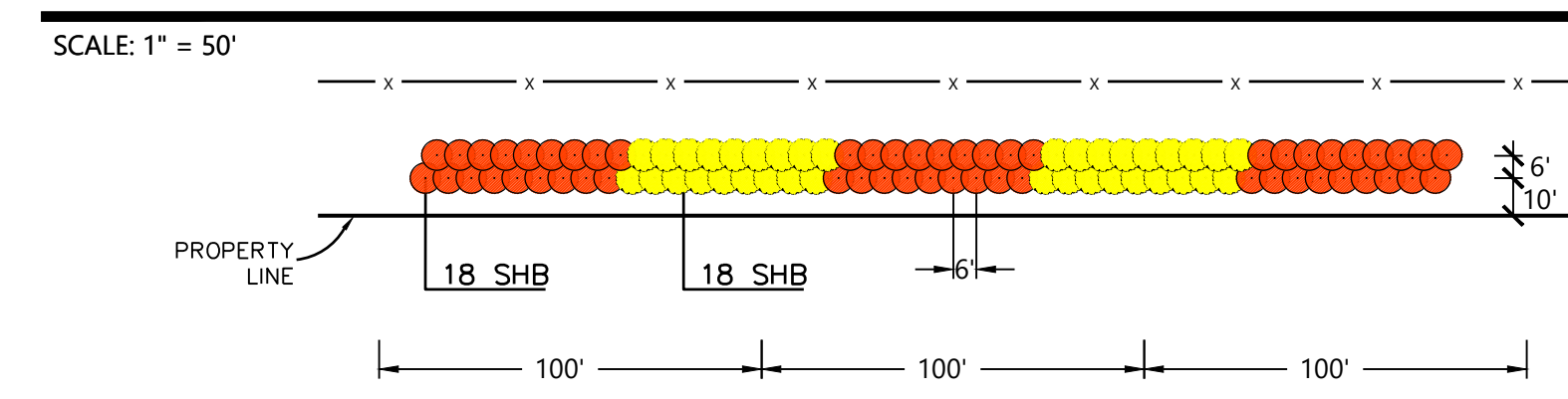
LANDSCAPE BUFFER DETAIL: OPTION 1



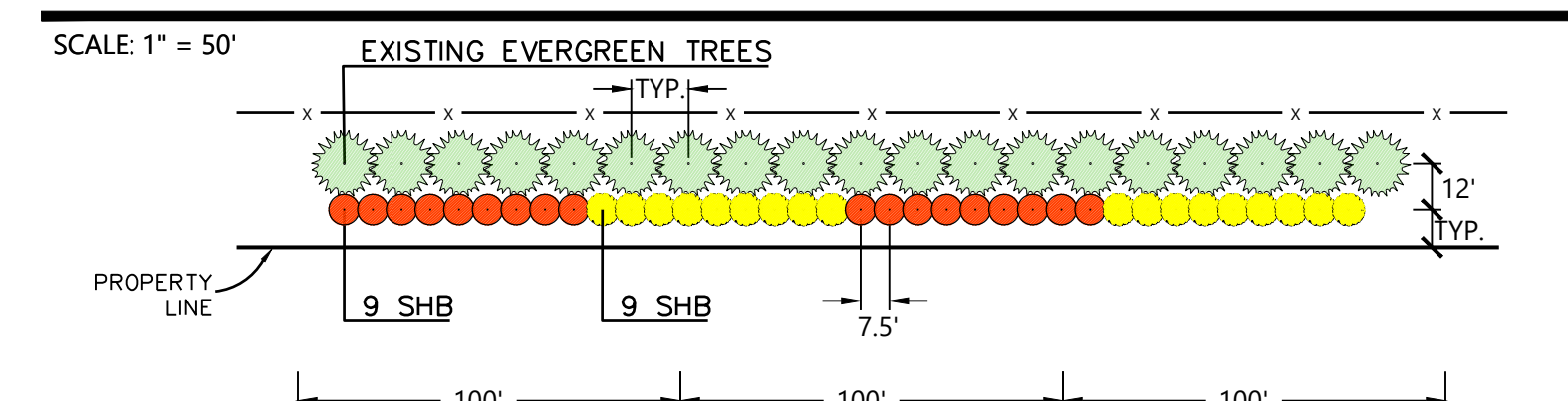
LANDSCAPE BUFFER DETAIL: OPTION 2



LANDSCAPE BUFFER DETAIL: OPTION 3



LANDSCAPE BUFFER DETAIL: OPTION 4



Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
TollFree (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

PREPARED FOR:



REVISIONS:

#	DATE	COMMENT

Hoot Lake Solar

Otter Tail County, MN

Screening Notes & Details

NOT FOR CONSTRUCTION

DATE: 06/18/21

SHEET: L.100



Council Action Recommendation

Page 1 of 1

Planning Commission Date: July 6, 2021 – City Council

Subject: Final Plat of Westridge Addition (**FP-2021-1**)

Recommendation: Adopt a resolution approving a final plat for a two lot subdivision of Westridge Addition at 2001 West Lincoln Avenue as requested by the Westridge Mall Limited Partnership.

Background/Key Points: An application has been submitted to the City of Fergus Falls by Interstate Engineering on behalf of the property owner, Westridge Mall Limited Partnership, to plat 2 parcels of land located at 2001 Lincoln Ave W in Fergus Falls for the proposed sale of the newly subdivided parcel. The proposed plat subdivides the parcel into one containing the footprint of the retail store “Dollar Store”, some adjacent floor space and adjacent parking area, a standalone building along the frontage road that use to be a “Napa”, and the other containing the remainder of the existing Westridge Mall footprint and parking lots.

The City Council approved a preliminary plat for the Westridge Addition at its May 3, 2021 meeting with the condition that the applicant enter into a developer’s agreement to be approved by the city attorney. The developer has signed a developer’s agreement which has been reviewed and agreed to by the City Attorney, City Engineer, and the Fire Department. The only change to the final plat since the review of the preliminary plat include a 15 feet easement along the east line of Lot 2, which was a request of the Engineering Department.

No public hearing was required for the final plat because the preliminary plat and final plat approval processes have been conducted separately. The Planning Commission voted at its June 28, 2021 meeting to recommend approval of the final plat to the City Council with the following condition:

1. All utility bills and property taxes must be current.

Full materials and the staff report can be accessed online at <https://www.ci.fergus-falls.mn.us/government/boards-commissions/planning-commission> and viewing the June 28, 2021 Planning Commission Meeting Packet. Selected materials are listed in “Attachments” below.

Budgetary Impact: None

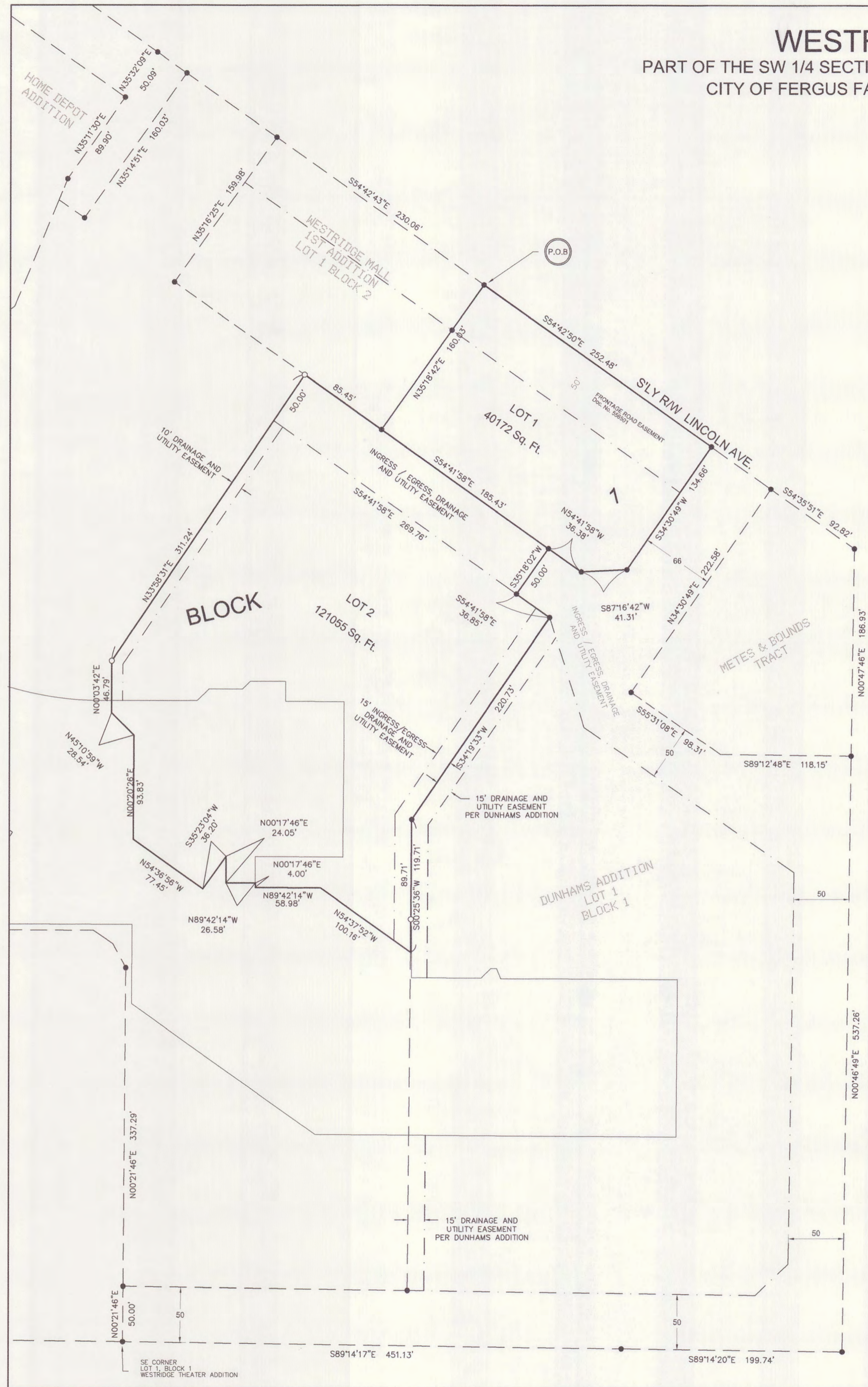
Originating Department: Community Development

Respectfully Submitted: Karin Flom, City Planner

Attachments: (1) Final Plat of Westridge Addition

WESTRIDGE ADDITION

PART OF THE SW 1/4 SECTION 33, TOWNSHIP 133 NORTH, RANGE 43 WEST,
CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA



OWNER'S CERTIFICATE

KNOW ALL PERSONS BY THESE PRESENTS: Westridge Mall Limited Partnership, a limited partnership under the laws of the state of Illinois, owner and Byline Bank, a corporation under the laws of the state of Illinois, mortgagee of the following described property situated in part of The Southwest Quarter of Section 33 Township 133 North, Range 43 West of the Fifth Principal Meridian in the City of Fergus Falls, County of Otter Tail, State of Minnesota:

Beginning at an iron monument at the most easterly corner of Lot 1, Block 2 of WESTRIDGE MALL FIRST ADDITION, on file and of record in the office of the Otter Tail County Recorder; thence South 54 degrees 42 minutes 59 seconds East on an assumed bearing along the southerly right of way line of Lincoln Avenue for 252.48 feet to an iron monument at the most northerly corner of Lot 1, Block 1, DUNHAMS ADDITION, on file and of record in the office of the Otter Tail County Recorder; thence South 34 degrees 30 minutes 49 seconds West along the westerly line of said Lot 1, Block 1 for 134.66 feet; thence South 87 degrees 16 minutes 42 seconds West along the westerly line of said Lot 1, Block 1 for 41.31 feet; thence North 54 degrees 41 minutes 58 seconds West along the westerly line of said Lot 1, Block 1 for 36.39 feet; thence South 35 degrees 18 minutes 02 seconds West along the westerly line of said Lot 1, Block 1 for 50.00 feet; thence South 54 degrees 41 minutes 58 seconds East along the westerly line of said Lot 1, Block 1 for 36.85 feet; thence South 34 degrees 19 minutes 33 seconds West along the westerly line of said Lot 1, Block 1 for 220.73 feet; thence South 00 degrees 25 minutes 36 seconds West along the westerly line of said Lot 1, Block 1 for 119.71 feet; thence North 54 degrees 37 minutes 52 seconds West for 100.16 feet; thence North 89 degrees 42 minutes 14 seconds West for 58.98 feet; thence North 00 degrees 17 minutes 46 seconds East for 4.00 feet; thence North 89 degrees 42 minutes 14 seconds West for 26.58 feet; thence North 00 degrees 17 minutes 46 seconds East for 24.05 feet; thence South 35 degrees 23 minutes 04 seconds West for 38.20 feet; thence North 54 degrees 36 minutes 56 seconds West for 77.45 feet; thence North 00 degrees 20 minutes 26 seconds East for 93.83 feet; thence North 45 degrees 10 minutes 59 seconds West for 28.54 feet; thence North 00 degrees 03 minutes 42 seconds East for 48.79 feet; thence North 33 degrees 58 minutes 31 seconds East for 311.24 feet to the southerly line of said Lot 1, Block 2, WESTRIDGE MALL FIRST ADDITION; thence South 54 degrees 41 minutes 58 seconds East along the southerly line of said Lot 1, Block 2 for 85.45 feet to an iron monument at the most southerly corner of said Lot 1, Block 2; thence North 35 degrees 18 minutes 42 seconds East along the easterly line of said Lot 1, Block 2 for 160.03 feet to the point of beginning.

Together with and subject to an easement for roadway purposes over and across the northerly 50.00 feet thereof as recorded in Document No. 556501, on file and of record in the office of the Otter Tail County Recorder.

Containing 3.70 acres, more or less, subject to restrictions, reservations and easements of right or record if any.

Have caused the same to be surveyed and platted as WESTRIDGE ADDITION, and do hereby dedicate to the public for public use, the easements for ingress and egress, and for installation and maintenance of utilities and drainage facilities over, under and along the strips shown hereon as ingress/egress and drainage and utility easements.

In witness whereof said Westridge Mall Limited Partnership, a limited partnership under the laws of the state of Illinois, has caused these presents to be signed by Martin H. Graff, the President of Westridge Mall Associates, Inc., the general partner of Westridge Mall Limited Partnership on this ____ day of _____, 2021.

Signed: Westridge Mall Limited Partnership.

Martin H. Graff, President of Westridge Mall Associates, Inc., the general partner of Westridge Mall Limited Partnership

STATE OF Illinois
COUNTY OF _____
This instrument was acknowledged before me on _____ by Martin H. Graff, President of Westridge Mall Associates Inc., the general partner of Westridge Mall Limited Partnership.

Notary Public, _____
My Commission expires _____

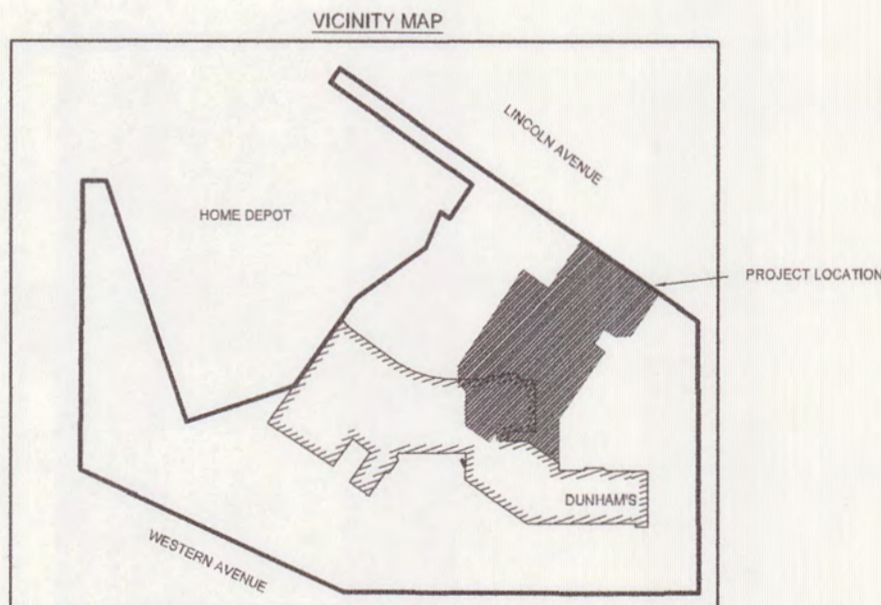
In witness whereof said Byline Bank, a corporation under the laws of the state of Illinois, has caused these presents to be signed by its proper officer this ____ day of _____, 2021.

Signed: Byline Bank _____
(name), _____ (title)

STATE OF _____
COUNTY OF _____
This instrument was acknowledged before me on _____ by _____ (date) of Byline Bank, a corporation _____ (name) _____ (title)
under the laws of the state of Illinois.

Notary Public, _____
My Commission expires _____

Westridge Mall Limited Partnership Property Operation and Easement Agreements of Record: The Westridge Mall Limited Partnership Property, from which this plat of WESTRIDGE ADDITION is subdivided, is subject to existing operation and easement agreements, including an agreement dated March 4, 1998 and recorded as Document Number 870619; an agreement dated October 27, 1999 and recorded as Document Number 856176; an agreement dated May 30, 2001 and recorded as Document Number 862401 as amended on June 30, 2005 and recorded as Document Number 980750; and an agreement dated February 19, 2020 and recorded as Document Number 1253845.



SURVEYOR'S CERTIFICATE

I, Michael L. Fletchall, do hereby certify that this plat of WESTRIDGE ADDITION, part of the Southwest Quarter of Section 33, Township 133 North, Range 43 West, City of Fergus Falls, Otter Tail County, Minnesota was prepared by me or under my direct supervision; that I am duly Licensed Land Surveyor under the laws of the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; that all public ways are shown and labeled on this plat; and that I have reviewed this plat and found it to be in compliance with the surveying requirements of the City of Fergus Falls Zoning and Subdividing Ordinance and Chapter 850 Minnesota Statutes.

Dated this ____ day of _____, 2021.

Michael L. Fletchall, PLS
Minnesota License No. 44866

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by Michael L. Fletchall.

Notary Public, _____

My Commission expires _____

PLANNING COMMISSION APPROVAL

Approved by the Planning Commission of the City of Fergus Falls, Minnesota this ____ day of _____, 2021.

Signed: _____ Signed: _____
Chairperson Secretary

CITY COUNCIL APPROVAL

Approved by the City of Fergus Falls, this ____ day of _____, 2021

Signed: _____ Attest: _____
Mayor City Administrator

CITY ENGINEER'S APPROVAL

Approved by the City Engineer, City of Fergus Falls, Minnesota this day ____ of _____, 2021.

Signed: _____
City Engineer

COUNTY TREASURER'S CERTIFICATE

I hereby certify that taxes for the year 2021 for the land described within are paid.

Signed: _____
County Treasurer

ATTORNEY'S CERTIFICATE

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

Signed: _____
Attorney

COUNTY AUDITOR'S CERTIFICATE

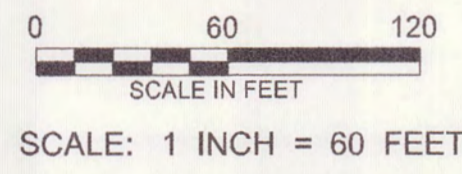
No delinquent taxes due and transfer entered this ____ day of _____, 2021.

Signed: _____ Signed: _____
County Auditor Deputy

COUNTY RECORDER'S CERTIFICATE

I hereby certify that this instrument was filed in the office of the County Recorder for record on this ____ day of _____, 2021 at ____ o'clock and was duly recorded in this Book of Plats on Page ____ as Document No. _____.

Signed: _____ Signed: _____
County Recorder Deputy



- ### LEGEND
- = CORNER MARKED WITH A 5/8" x 18" SOLID IRON PIN WITH YELLOW PLASTIC CAP MARKED "PLS 44866"
 - = EXISTING OR FOUND CORNER MONUMENT
 - = ADJACENT PROPERTY LINE
 - = EASEMENT LINE
 - = PLAT BOUNDARY
- NOTE: THIS SURVEY WAS BASED ON THE OTTER TAIL COUNTY COORDINATE SYSTEM - NAD83 (2011)

Surveyed & Platted by:

INTERSTATE ENGINEERING

NOTE: THIS SURVEY WAS BASED ON THE OTTER TAIL COUNTY COORDINATE SYSTEM - NAD83 (2011)

**DEVELOPMENT CONTRACT
FOR PLAT OF WESTRIDGE ADDITION**

THIS AGREEMENT made and entered into on the _____ day of _____, 2021, by and between the CITY OF FERGUS FALLS, a municipality of the State of Minnesota, (hereinafter called the CITY), and the OWNER and DEVELOPER identified herein.

RECITALS:

WHEREAS, the DEVELOPER has applied to the CITY for approval of the PLAT;

WHEREAS, the DEVELOPER has applied to the CITY for approval of the DEVELOPMENT PLANS associated with the PLAT;

WHEREAS, in conjunction with the granting of these approvals, the CITY that the DEVELOPER comply with the DEVELOPMENT CONTRACT; and

WHEREAS, under authority granted to it, including Minnesota Statutes chapters 412, 429, and 462, the COUNCIL has agreed to approve the PLAT and DEVELOPMENT PLANS on the following conditions:

1. That the DEVELOPER enters this DEVELOPMENT CONTRACT, which contract defines the work which the DEVELOPER undertakes to complete.

WHEREAS, the DEVELOPER has filed DEVELOPMENT PLANS with the CITY;

WHEREAS, the DEVELOPMENT PLANS have been prepared by a registered professional engineer and have been submitted to and approved by the CITY'S ENGINEER.

NOW, THEREFORE, subject to the terms and conditions of this DEVELOPMENT CONTRACT and in reliance upon the representations, warranties and covenants of the parties herein contained, the CITY, OWNER and DEVELOPER agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 TERMS. The following terms, unless elsewhere defined specifically in the DEVELOPMENT CONTRACT, shall have the following meanings as set forth below.

1.2 CITY. "CITY" means the City of Fergus Falls, a Minnesota municipal corporation.

1.3 DEVELOPER. "DEVELOPER" means Westridge Mall Limited Partnership, an Illinois limited partnership.

1.4 OWNER. "OWNER" means Westridge Mall Limited Partnership, an Illinois limited partnership.

1.5 PLAT. "PLAT" means the final plat of WESTRIDGE ADDITION comprising the real property located in Fergus Falls, Otter Tail County, Minnesota and legally described on the attached Exhibit A.

1.6 DEVELOPMENT PLANS. "DEVELOPMENT PLANS" means all the plans, drawings, specifications, and surveys identified and checked on the attached Exhibit B, and hereby incorporated by reference and made a part of this DEVELOPMENT CONTRACT.

1.7 DEVELOPMENT CONTRACT. "DEVELOPMENT CONTRACT" means this instant contract by and among the CITY, OWNER, and DEVELOPER and involves Lot 1 Block 1 and Lot 2 Block 2 of the PLAT.

1.8 DEVELOPER IMPROVEMENTS. "DEVELOPER IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified in Article 4 and on the attached Exhibit C.

1.9 DEVELOPER DEFAULT. "DEVELOPER DEFAULT" means and includes, jointly and severally, any of the following or any combination thereof.

a.) failure by the DEVELOPER to observe or perform any material covenant, condition, obligation, or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;

b.) transfer of ownership in the PLAT or any LOT identified in the PLAT without complying with the terms and conditions of this DEVELOPMENT CONTRACT and without the prior written consent from the CITY, which consent shall not be unreasonably withheld, conditioned, and/or delayed and said consent shall be provided as long as the DEVELOPER is in compliance with this DEVELOPMENT CONTRACT.

e.) breach of the DEVELOPER WARRANTIES.

1.10 FORCE MAJEURE. "FORCE MAJEURE" means acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning, and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots, pandemic(s), epidemic(s), insurrections, labor strikes or work stoppages, unavailability of essential materials, war or civil disorder affecting the performance of work, blockades, power or other utility failures, and fires or explosions.

1.11 DEVELOPER WARRANTIES. "DEVELOPER WARRANTIES" means that the DEVELOPER hereby warrants and represents the following:

A. AUTHORITY. DEVELOPER has the right, power, legal capacity, and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT, and no

approvals or consents of any persons are necessary in connection with the authority of DEVELOPER to enter into and perform its obligations under this DEVELOPMENT CONTRACT.

B. PRESENT COMPLIANCE WITH LAWS. To DEVELOPER's knowledge, DEVELOPER has complied with and is not in violation of applicable federal, state, or local statutes, laws, and regulations including, without limitation, permits and licenses, and any applicable zoning, environmental, or other law, ordinance, or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and DEVELOPER is not aware of any pending or threatened claim of any such violation.

C. CONTINUING COMPLIANCE WITH LAWS. DEVELOPER will comply with all applicable federal, state, and local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental, or other law, ordinance, or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.

D. NO LITIGATION. There is no suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation pending, or to DEVELOPER's knowledge, threatened against or affecting DEVELOPER or the PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. DEVELOPER is not in default with respect to any order, writ, injunction, or decree of any federal, state, local, or foreign court, department, agency, or instrumentality with respect to the PLAT.

E. FULL DISCLOSURE. None of the representatives and warranties made by DEVELOPER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by DEVELOPER contains any untrue statement of material fact or omit any material fact.

F. PLAT COMPLIANCE. To DEVELOPER's knowledge the PLAT and the DEVELOPMENT PLANS comply with all CITY, state, and federal laws and regulations, including but not limited to, subdivision ordinances, zoning ordinances, and environmental regulations. Plat compliance shall include compliance with variances that have been granted by the CITY as part of the development approval process.

G. OBTAINING PERMITS. The DEVELOPER shall obtain and pay for all required permits, licenses, and approvals, and shall meet all requirements of all applicable, local, state, and federal laws and regulations which must be obtained or met before the DEVELOPER IMPROVEMENTS may be lawfully constructed.

H. OBTAINING CITY CONSENT. The DEVELOPER shall not transfer ownership of the PLAT or any LOT identified in the PLAT if there is a DEVELOPER DEFAULT and without the prior written consent of the CITY, which consent shall not be unreasonably withheld, conditioned, and/or delayed and said consent shall be provided as long as the DEVELOPER is in compliance with this DEVELOPMENT CONTRACT.

1.12 OWNER WARRANTIES. "OWNER WARRANTIES" means that the OWNER hereby warrants and represents the following:

A. AUTHORITY. OWNER has the right, power, legal capacity, and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT, and no approvals or consents of any persons are necessary in connection with the authority of OWNER to enter into and perform its obligations under this DEVELOPMENT CONTRACT.

B. PRESENT COMPLIANCE WITH LAWS. To OWNER's knowledge, OWNER has complied with and is not in violation of applicable federal, state, or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental, or other law, ordinance or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and OWNER is not aware of any pending or threatened claim of any such violation.

C. NO LITIGATION. There is no suit, action, arbitration, or legal, administrative, or other proceeding, or governmental investigation pending or to OWNER's knowledge, threatened against or affecting OWNER or the PLAT. OWNER is not in default with respect to any order, writ, injunction or decree of any federal, state, local, or foreign court, department, agency or instrumentality with respect to the PLAT.

D. FULL DISCLOSURE. None of the representatives and warranties made by OWNER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by OWNER or on its behalf contains any untrue statement of material fact or omit any material fact.

E. FEE TITLE. OWNER owns fee title to all the land in the PLAT.

1.13 CITY WARRANTIES. "CITY WARRANTIES" means that the CITY hereby warrants and represents as follows:

A. ORGANIZATION. CITY is a municipal corporation duly incorporated and validly existing in good standing the laws of the State of Minnesota.

B. AUTHORITY. CITY has the right, power, legal capacity, and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.

1.14 FORMAL NOTICE. "FORMAL NOTICE" means notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

If to CITY: Andrew Bremseth
 City Administrator
 112 West Washington Ave
 Fergus Falls, MN 56537

If to DEVELOPER: Martin Graff
President, Westridge Mall Association, Inc
560 Green Bay Road

Winnetka, IL 60093

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

ARTICLE 2 PLAT APPROVAL

2.1. PLAT APPROVAL. Subject to the terms and conditions of this DEVELOPMENT CONTRACT, the recitals above, and all other applicable City Code provisions, including Chapter 154 of the City Code, the CITY hereby approves the Final PLAT. The DEVELOPMENT PLANS are hereby approved by the CITY.

2.2 RECORDING OF PLAT. The DEVELOPER shall record the PLAT and this DEVELOPMENT CONTRACT with the Otter Tail County Recorder, Otter Tail County, Minnesota, within thirty (30) days of release of the PLAT to the DEVELOPER for recording. No building permits shall be issued to the DEVELOPER following release of the PLAT unless the DEVELOPER shows evidence to the CITY that the PLAT and this DEVELOPMENT CONTRACT have been recorded with the Otter Tail County Recorder, Otter Tail County, Minnesota.

ARTICLE 3 DEVELOPER IMPROVEMENTS

3.1 DEVELOPER IMPROVEMENTS. The DEVELOPER shall install, at its own cost, the DEVELOPER IMPROVEMENTS in accordance with the DEVELOPMENT PLANS. The DEVELOPER IMPROVEMENTS shall be completed to pursuant to the DEVELOPMENT PLANS and the City shall provide written approval before ownership of any LOTS may be transferred, which written approval shall not be unreasonably withheld, conditioned, and/or delayed and said consent shall be provided as long as the DEVELOPER is in compliance with this DEVELOPMENT CONTRACT. Any LOT transferred prior to completion of the DEVELOPER IMPROVEMENTS or without the CITY's written approval as set forth herein, will be ineligible to obtain a building permit until the DEVELOPER IMPROVEMENTS are completed pursuant to the DEVELOPMENT PLANS.

**ARTICLE 4
OTHER PERMITS**

4.1 PERMITS. The DEVELOPER shall obtain, and pay for, all necessary approvals, permits, and licenses from the CITY.

**ARTICLE 5
RESPONSIBILITY FOR COSTS**

5.1 DEVELOPER IMPROVEMENT COSTS. The DEVELOPER shall pay for the DEVELOPER IMPROVEMENTS; that is, all reasonable costs of persons doing work or furnishing skills, tools, machinery, or materials, or insurance premiums or equipment or supplies and all just claims for the same.

**ARTICLE 6
INDEMNIFICATION OF CITY**

6.1 INDEMNIFICATION OF CITY. Provided the CITY is not in default under the DEVELOPMENT CONTRACT, DEVELOPER shall indemnify, defend, and hold the CITY, its COUNCIL, agents, employees, attorneys, and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and attorneys' fees, that the CITY incurs or suffers, which arise out of, result from or relate to:

- a.) breach by the DEVELOPER of the DEVELOPER WARRANTIES;
- c.) failure by the DEVELOPER to observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;
- d.) failure by the DEVELOPER to pay contractors, subcontractors, laborers, or materialmen hired by the DEVELOPER;
- e.) failure by the DEVELOPER to pay for materials ordered by the DEVELOPER;
- f.) failure by the DEVELOPER to obtain the necessary permits and authorizations to construct the DEVELOPER IMPROVEMENTS;
- g.) construction of the DEVELOPER IMPROVEMENTS;

6.2 NOTICE. Within a reasonable period of time after the CITY's receipt of actual notice of any matter giving rise to indemnification against the CITY pursuant to Section 13.1, the CITY shall give the FORMAL NOTICE in reasonable detail, to the DEVELOPER.

6.3 DEFENSE OF CLAIM. Provided the CITY is not in DEFAULT under the DEVELOPMENT CONTRACT with respect to the particular matter causing the claim or demand,

with respect to claims or demands asserted against the CITY by a third party of the nature covered by Sections 13.1 and 13.2 above, and provided that the CITY gives FORMAL NOTICE thereof, the DEVELOPER will, at its sole expense, provide for the defense thereof with counsel of its own selection but approved by the CITY; the DEVELOPER will pay all costs and expenses including reasonable attorneys' fees incurred in so defending against such claims, provided that the CITY shall at all times also have the right to fully participate in the defense at the CITY's expense. If the DEVELOPER fails to defend, the CITY shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter, for the account of and at the risk of the DEVELOPER.

ARTICLE 7 CITY REMEDIES UPON DEVELOPER DEFAULT

7.1 CITY REMEDIES. If a DEVELOPER DEFAULT occurs, that is not caused by FORCE MAJEURE, the CITY shall give the DEVELOPER FORMAL NOTICE of the DEVELOPER DEFAULT and the DEVELOPER shall have sixty (60) days to cure the DEVELOPER DEFAULT. If the DEVELOPER, after FORMAL NOTICE from the City, providing reasonable detail of the DEVELOPER DEFAULT, does not cure the DEVELOPER DEFAULT within sixty (60) days, then the CITY may avail itself of any remedy afforded by law and any of the following remedies:

- a.) the CITY may specifically enforce this DEVELOPMENT CONTRACT;

7.2 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained in this DEVELOPMENT CONTRACT is breached by the DEVELOPER and thereafter waived in writing by the CITY, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the CITY must be in writing.

7.3 NO REMEDY EXCLUSIVE. No remedy herein conferred upon or reserved to the CITY, the OWNER, or the DEVELOPER shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the DEVELOPMENT CONTRACT or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle a party to exercise any remedy available to it, it shall not be necessary to give notice, other than the FORMAL NOTICE.

ARTICLE 8 MISCELLANEOUS

8.1 CITY'S DUTIES. The terms of this DEVELOPMENT CONTRACT shall not be considered an affirmative duty upon the CITY to complete any DEVELOPER IMPROVEMENTS.

8.2 NO THIRD-PARTY RECOURSE. Third parties shall have no recourse against the CITY under this DEVELOPMENT CONTRACT.

8.3 VALIDITY. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this DEVELOPMENT CONTRACT is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this DEVELOPMENT CONTRACT.

8.4 RECORDING. The DEVELOPMENT CONTRACT and PLAT shall be recorded with the Otter Tail County Recorder within thirty (30) days of release of the PLAT to the DEVELOPER.

8.5 BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this recordable DEVELOPMENT CONTRACT shall run with the land in the PLAT and shall be binding upon the successors and assigns of the OWNER and DEVELOPER. This DEVELOPMENT CONTRACT shall also run with and be binding upon any after acquired interest of the OWNER and DEVELOPER in the land made the subject of the PLAT.

8.6 CONTRACT ASSIGNMENT. The DEVELOPER may not assign this DEVELOPMENT CONTRACT without the written permission of the CITY, which approval will not be unreasonably withheld, conditioned, or delayed. In such case, the third-party buyer will be required to accept and assume all contractual and financial responsibilities provided in this DEVELOPMENT CONTRACT. Upon acceptance and assumption of such requirements by such third-party buyer, the DEVELOPER'S obligations hereunder shall terminate. Absent approval of the CITY, the DEVELOPER's obligations hereunder shall continue in full force and effect, even if the DEVELOPER sells one or more lots, the entire PLAT, or any part of it.

8.7 AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this DEVELOPMENT CONTRACT in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this DEVELOPMENT CONTRACT or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this DEVELOPMENT CONTRACT, waive compliance by another with any of the covenants contained in this DEVELOPMENT CONTRACT, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this DEVELOPMENT CONTRACT. Any agreement on the part of any party for any such amendment, extension, or waiver must be in writing. No waiver of any of the provisions of this DEVELOPMENT CONTRACT shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

8.8 GOVERNING LAW. This DEVELOPMENT CONTRACT shall be governed by and construed in accordance with the laws of the State of Minnesota.

8.9 COUNTERPARTS. This DEVELOPMENT CONTRACT may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

8.10 HEADINGS. The subject headings of the paragraphs and subparagraphs of this DEVELOPMENT CONTRACT are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

8.11 INCONSISTENCY. If the DEVELOPMENT PLANS are inconsistent with the words of this DEVELOPMENT CONTRACT or if the obligation imposed hereunder upon the DEVELOPER are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the DEVELOPER with respect to the PLAT shall prevail.

8.12 ACCESS. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors, a license to enter the PLAT to perform inspections that are reasonable and necessary during the installation of DEVELOPER IMPROVEMENTS. Notwithstanding the foregoing, the CITY shall provide at least 24 hours written notice to the DEVELOPER prior to entering the PLAT.

IN WITNESS WHEREOF, the parties have executed this DEVELOPMENT CONTRACT.

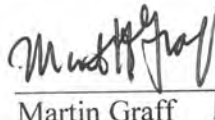
CITY OF FERGUS FALLS

OWNER AND DEVELOPER:

By: _____

Ben Schierer
Its Mayor

By: _____



Martin Graff
Westridge Mall Association Inc.
Its President

ATTEST:

Andrew Bremseth, City Administrator

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

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

Notary Public

ILLINOIS
STATE OF ~~MINNESOTA~~)
) *OR*
) ss.
COUNTY OF *COOK*)

On this 29 day of June, 2021 before me a Notary Public within and for said County, personally appeared Marty Graff to me personally known, who being by me duly sworn, did say that he is the President of Westridge Mall Association, Inc. which is the authorized partner for Westridge Mall Limited Partnership, an Illinois limited partnership, the partnership named in the foregoing instrument, and that said instrument was signed on behalf of said partnership by authority of the general partners of Westridge Mall Limited Partnership and said Marty Graff acknowledged said instrument to be the free act and deed of the company.

Rick Ruffolo

Notary Public

Document drafted by:

NYCKLEMOE & ELLIG, P.A.
Rolf H. Nycklemoe
106 E Washington Ave
Fergus Falls, MN 56537
(218) 736-5673



EXHIBIT A
LEGAL DESCRIPTION OF PLAT
OF WESTRIDGE ADDITION

Part of The Southwest Quarter of Section 33 Township 133 North, Range 43 West of the Fifth Principal Meridian in the City of Fergus Falls, County of Otter Tail, State of Minnesota legally described as follows:

Beginning at an iron monument at the most easterly corner of Lot 1, Block 2 of WESTRIDGE MALL FIRST ADDITION, on file and of record in the office of the Otter Tail County Recorder; thence South 54 degrees 42 minutes 50 seconds East on an assumed bearing along the southerly right of way line of Lincoln Avenue for 252.48 feet to an iron monument at the most northerly corner of Lot 1, Block 1, DUNHAMS ADDITION, on file and of record in the office of the Otter Tail County Recorder; thence South 34 degrees 30 minutes 49 seconds West along the westerly line of said Lot 1, Block 1 for 134.66 feet; thence South 87 degrees 16 minutes 42 seconds West along the westerly line of said Lot 1, Block 1 for 41.31 feet; thence North 54 degrees 41 minutes 58 seconds West along the westerly line of said Lot 1, Block 1 for 36.38 feet; thence South 35 degrees 18 minutes 02 seconds West along the westerly line of said Lot 1, Block 1 for 50.00 feet; thence South 54 degrees 41 minutes 58 seconds East along the westerly line of said Lot 1, Block 1 for 36.85 feet; thence South 34 degrees 19 minutes 33 seconds West along the westerly line of said Lot 1, Block 1 for 220.73 feet; thence South 00 degrees 25 minutes 36 seconds West along the westerly line of said Lot 1, Block 1 for 119.71 feet; thence North 54 degrees 37 minutes 52 seconds West for 100.16 feet; thence North 89 degrees 42 minutes 14 seconds West for 58.98 feet; thence North 00 degrees 17 minutes 46 seconds East for 4.00 feet; thence North 89 degrees 42 minutes 14 seconds West for 26.58 feet; thence North 00 degrees 17 minutes 46 seconds East for 24.05 feet; thence South 35 degrees 23 minutes 04 seconds West for 36.20 feet; thence North 54 degrees 36 minutes 56 seconds West for 77.45 feet; thence North 00 degrees 20 minutes 26 seconds East for 93.83 feet; thence North 45 degrees 10 minutes 59 seconds West for 28.54 feet; thence North 00 degrees 03 minutes 42 seconds East for 46.79 feet; thence North 33 degrees 58 minutes 31 seconds East for 311.24 feet to the southerly line of said Lot 1, Block 2, WESTRIDGE MALL FIRST ADDITION; thence South 54 degrees 41 minutes 58 seconds East along the southerly line of said Lot 1, Block 2 for 85.45 feet to an iron monument at the most southerly corner of said Lot 1, Block 2; thence North 35 degrees 18 minutes 42 seconds East along the easterly line of said Lot 1, Block 2 for 160.03 feet to the point of beginning

Together with and subject to an easement for roadway purposes over and across the northerly 50.00 feet thereof as recorded in document no. 556501, on file and of record in the office of the Otter Tail County Recorder.

Containing 3.70 acres, more or less, subject to restrictions, reservations and easements of sight or record if any.

**EXHIBIT B
LIST OF DEVELOPMENT PLANS**

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
1. Preliminary Plat of WESTRIDGE ADDITION		
2. Separating Fire Suppression Systems (completed within 2 years as approved by the Fergus Falls Fire Chief).		
3. Installing Fire Wall(s) as necessary		

**EXHIBIT C
DEVELOPER IMPROVEMENTS**

<p><u>LOT 1 BLOCK 1 COMPLETION DATE</u></p>	<p><u>IMPROVEMENT</u> <u>No required improvements</u></p>
<p><u>LOT 2 BLOCK 2 COMPLETION DATE</u></p>	<p><u>IMPROVEMENT</u></p>
<p>Prior to sale and/or transfer of ownership</p>	<p>Provide dedicated water and sanitary sewer services connected to privately owned water and sanitary sewer mains located in the parking lot. Provide water service shut off valve accessible to the City. Install fire walls between lot and other adjoining structures.</p>



Council Action Recommendation

Page 1 of 1

Meeting Date: July 6, 2021

Subject: Lake Region Healthcare Corporation Financing – Public Hearing

Recommendation: Approve a resolution calling an August 2, 2021 public hearing for a financing under MN Statutes, Sections 469.152 through 469.165, as amended, on behalf of Lake Region Healthcare Corporation.

Background/Key Points:

Lake Region Healthcare Corporation is requesting the City of Fergus Falls issue Revenue Notes in an amount not to exceed \$21,000,000 to finance all or a portion of the costs of a project consisting of the acquisition of an electronic medical records system.

The Notes will be special, limited obligations of the City, and the principal and interest will be payable solely from the revenues of Lake Region Healthcare Corporation. No holder of any Notes will ever have the right to compel any exercise of the taxing powers of the City to pay the notes or the interest thereon, or to enforce payment against any property of the City.

Minnesota Statutes require the City hold a public hearing for the issuance of the Notes. The hearing will be held on August 2, 2021, at 5:30pm.

Budgetary Impact: There is no budget impact to the City of Fergus Falls. The Notes and all related costs of the issuance will be paid by Lake Region Healthcare Corporation.

Originating Department: Finance

Respectfully Submitted: Bill Sonmor, Finance Director

Attachments:
Resolution

SECOND ADDENDUM TO PURCHASE AGREEMENT

THIS ADDENDUM, made this ___ day of June, 2021, by and between the **FERGUS FALLS PORT AUTHORITY, a corporate body politic of the State of Minnesota**, (“Seller”), and the **CITY OF FERGUS FALLS, a Minnesota municipal corporation**, (“Buyer”).

WHEREAS, Seller entered into an Agreement dated November 18, 2019, and a First Addendum to Purchase Agreement dated March 23, 2020 with Buyer to purchase Property in Otter Tail County, Minnesota, and,

WHEREAS, Seller and Buyer desire to enter into a new agreement as it relates to extending the Closing date to October 1, 2021.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES AGREE TO THE FOLLOWING

TERMS:

1. That paragraph 10 entitled **CLOSING AND POSSESSION** of said Purchase Agreement, be and the same hereby is amended to read as follows:

- 10. CLOSING AND POSSESSION:** Closing shall be on or before **October 1, 2021**, and possession shall be delivered on the date of closing. Closing shall occur at the office of the City Attorney, Rolf H. Nycklemoe, 106 East Washington Avenue, Fergus Falls, Minnesota 56537 or such other location as Buyers and Seller may agree.

2. All other provisions and conditions contained in said Agreement dated November 18, 2019 and the First Addendum to Purchase Agreement dated March 23, 2020, are hereby ratified and confirmed.

SELLER:

FERGUS FALLS PORT AUTHORITY

BY _____
Its Executive Director

BUYER:

CITY OF FERGUS FALLS

BY _____
Its Mayor

By _____
Its City Administrator

**THIS IS A LEGALLY BINDING CONTRACT.
IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.**

THIS INSTRUMENT DRAFTED BY:

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

Fixed-Based Operator Airport Management Agreement

Between

City of Fergus Falls

And

Sky Crew Services, LLC

THIS AGREEMENT made and entered into this ____ day of _____, 2021, by and between the City of Fergus Falls, a Minnesota municipal corporation (the “City”), and Sky Crew Services, LLC, a Minnesota limited liability company, whose address is _____, Fergus Falls, Minnesota (the “FBO”).

Whereas, the City owns the Fergus Falls Municipal Airport (Einar Mickelson Field) located in the City of Fergus Falls, County of Otter Tail, State of Minnesota (the “Airport”); and, whereas, the FBO is engaged in the business of providing FBO airport management services, including, but not limited to, fuel storage and sales, hangar storage, aircraft apron marshalling and parking, equipment rental, charter air transportation, aircraft rental, flight instruction, and other related aviation services;

Whereas, the FBO represents to the City it possesses the skills and abilities necessary for the efficient and effective management, maintenance, and safe operation of the Airport to meet the public and customer needs.

Whereas, the FBO desires to provide FBO and airport management services, specifically through this Fixed-Base Operator Airport Management Agreement (the “Agreement”) and to lease certain premises and facilities, and to provide services in connection with and on the Airport through this Agreement, and the City is willing to grant the same to the FBO upon the terms and conditions stated in this Agreement (including its attachments) as hereinafter stated:

Now, THEREFORE, in consideration of the provisions set forth herein, and the mutual agreements of the parties hereto, it is hereby agreed as follows:

Article 1: SPACES LEASED BY FBO

The City agrees to lease to FBO during the term of this Agreement the Arrival/Departure Building together with the Large Hangar and Storage Area attached to the Arrival/Departure Building, the T-Hangars and the Snow Removal Equipment Building as set forth in the Attachment A (collectively the “Airport” or “Airport Facilities”). During the term of this Agreement FBO will be charged monthly rent in the amount of Two Thousand Dollars (\$2,000.00) for use of these areas. Payments must be made on or before the first day of each month during all terms of this Agreement. Payment shall be made to:

Name CITY OF FERGUS FALLS
Address 112 West Washington Ave
City, State, Zip Fergus Falls, MN 56537
Attn: Bill Sonmor
FBO Monthly Payment

The City shall be responsible for all utilities currently servicing these areas.

Article 2: GENERAL DESCRIPTION WORK TO BE DONE

The FBO shall provide all FBO, and management services over the entire Airport and as required in this Agreement, including all services specified in its presentation made to the working group on May 11, 2021, which is made part of this Agreement and attached as Attachment A. In the event of discrepancies in services to be offered, the terms included in Attachment A will prevail.

The FBO shall exercise the degree of care, skill, and diligence in the performance of FBO services as is ordinarily possessed and exercised by members of the same profession, currently practicing, under similar circumstances. FBO acknowledges and agrees it shall provide the services required in this Agreement and that said services may occur outside of normal business hours. FBO further acknowledges and agrees it shall provide all additional services required for the safe operation and management of the entire Airport and the Airport Facilities. FBO shall always comply with the minimum standards as set forth on Attachment B, and as may be amended by the City.

It is not the intent of this Agreement to grant FBO the exclusive right to provide any or all of the services described, required, or permitted in this Agreement at any time during the term of this Agreement. The City reserves the right, at its sole discretion, to grant others' rights and privileges upon the Airport that may be identical in whole or in part to those granted to FBO. FBO acknowledges the right or privileges has not been granted to it which would prevent any person, firm, or corporation operating aircraft on the airport from performing services on its own, with its own employees, including maintenance and repair services.

Article 3: FBO CONTRACTS, AGREEMENTS AND LEASES

All contracts, agreements, and leases (including hangar leases), to be entered into by the FBO must be in conformity with this Agreement and be reviewed and approved by the City Engineer prior to execution to ensure that all required conditions, including the minimum standards as set forth on Attachment B, are included and incorporated in each agreement, contract, or lease. If there are multiple requests for hangar space and there is not sufficient space to accommodate all requests, the FBO shall give preference to those requesters that have executed contracts with the City previously under similar terms and conditions extended to all potential tenants and offer the space to them first.

The FBO must treat similar tenants consistently with regard to terms, conditions, and rates and charges and to execute uniform contracts including hangar leases with all users of the Airport Facilities. The FBO shall not enter into any contracts for a period longer than the term of this Agreement. Non-compliance shall be considered a default condition and any contracts that violate this provision may be terminated without cause by the City.

The City and FBO acknowledge that FBO may desire to provide aeronautical services beyond those required within this Agreement. FBO agrees it must comply with Federal, State, and Local laws and regulations regarding any offered aeronautical business operations and obtain and maintain all applicable Federal, State, and local licenses to perform both FBO duties and non-FBO business activities. FBO shall provide notice to the City fifteen (15) days prior to the commencement of any additional aircraft service/business and shall provide City confirmation of any required approvals from State or Federal agencies and, if applicable, related insurance coverage.

Article 4: COMPENSATION

The City will pay the FBO compensation a guaranteed rate of NINETY THOUSAND DOLLARS (\$90,000.00) annually for the term of this Agreement. This payment is the total annual payment for providing the services as set forth in this Agreement. Payments will be made as follows:

- a. Monthly management fee in the amount of \$5,500.00 which will be paid on or before the first day of each month.
- b. Monthly mowing and snow removal fee at the hourly rate of \$40.00 up to a maximum of \$24,000.00 annually for the term of this Agreement, which must be invoiced separately to ensure these expenses qualify for state or federal maintenance aid.
- c. If the actual annual mowing and snow removal fee does not meet the maximum annual rate of \$24,000.00, the City shall pay FBO a true-up amount with the final annual payment so as to ensure FBO is paid the guaranteed total annual compensation of NINETY THOUSAND DOLLARS (\$90,000.00) annually for the term of this Agreement. If the actual annual mowing and snow removal fee exceeds the maximum annual rate of \$24,000.00, the City shall not pay any additional monies for the annual services provided in excess of NINETY THOUSAND DOLLARS (\$90,000.00) annually. The City reserves the right to amend the monthly management fee amount annually, provided the City pays FBO the guaranteed annual rate of NINETY THOUSAND DOLLARS (\$90,000.00). Payment shall be made to:

Name	SKY CREW SERVICES, LLC
Address	4500 Airport Drive
City, State, Zip	Fergus Falls, MN 56537
Attn:	FBO Manager

Article 5: BASE TERM, OPTION TERM

The Base Term of this agreement shall commence on July 1, 2021 and terminate on June 30, 2024, at midnight.

One additional three (3) year Option Term (the “Option Term”) may be exercised by the parties under the terms and conditions of this Agreement if mutually agreed in writing by the parties. To exercise the Option Term, the FBO must provide a written request to exercise the Option Term to the City on or before December 31, 2023. The City will have until February 1, 2024, to determine whether it accepts the FBO’s request to exercise the option term, at its sole discretion. If approved, this Agreement will continue with the same terms and conditions and the Option Term will be extended to expire at midnight December 31, 2027. If not approved by the City on or before February 1, 2024, FBO’s option for an Option Term will lapse and this Agreement will terminate and the FBO will vacate the premises on June 30, 2024. If FBO’s written request to exercise the Option Term is not received on or before December 31, 2023, the option to request an Option Term will be revoked and this Agreement will terminate and the FBO will vacate the premise on June 30, 2024.

Article 6: ASSURED FBO SERVICES

The FBO shall continuously provide the following tasks:

Task 1 – Administration, Staffing, Hours of Operation:

The designated FBO managers are Alexander Habraken and Stacy Stock (the “FBO Managers”). The FBO Managers shall always appropriately staff the Airport to carry out the duties and responsibilities of this Agreement. All staff used by FBO shall be appropriately trained, certified (if required) to perform their duties as required by the FBO Managers, and uniformed. FBO shall report to the City Engineer of all training provided to its staff in carrying out the obligations of this Agreement. FBO shall report to the City Engineer all infractions to training of any staff person and the response to said infraction by FBO.

At least one of the designated FBO Managers shall be physically on site at the Airport a minimum of forty (40) hours per week fifty (50) weeks per year during the open posted hours as identified below.

The Airport must always be open to the public and staffed between the hours of 8:00 A.M. through 5:00 P.M., Monday through Friday, and 9:00 A.M. through 2:00 P.M. Saturday. During the summer months, (June, July, and August), the Airport must be opened and staffed between the hours of 7:00 A.M. and 7:00 P.M. seven (7) days a week. During the winter months, (December, January, February, and March), the FBO will strive to have the Airport opened and staffed between the hours of 7:00 A.M. and 7:00 P.M. seven (7) days a week. The Airport shall always be staffed with competent staff during all hours the Airport is open to the public.

Task 2 – Snow and grass/weed removal:

FBO shall conduct daily inspections and initiate on a timely basis all actions required to maintain runways, taxiways, ramps, aprons, and all public access areas. FBO shall be responsible for removing snow and ice from all runways, roadways, taxiways, parking lots, sidewalks, and all other areas designed for pedestrian, vehicular, and aircraft traffic on a timely basis with priority given to the runways, taxiways, and taxi lanes. The City shall remove snow from the entrance to the Airport to the arrivals/departure building. The FBO shall use industry best practices when treating ice on runways. Without limiting the foregoing, snow removal shall commence immediately after the end of any snow event with snow accumulation totaling one (1) inch or more to ensure snow and ice is removed from all areas. Manager shall develop a Winter Operations Safety plan per FAA AC No. 150/5200-30D within one (1) year of operation. The Manager shall be solely responsible to maintain and have this plan available upon request.

FBO shall be responsible for all grass mowing and weed removal, to include mowing and trimming all grass areas of the Airport and around buildings as depicted in the attached Attachment C and remove all vegetation that may develop on Airport pavement including runways, taxiways, ramps, aprons, and all public areas. Mowing around the Airport shall be as often as necessary to maintain a neat appearance and at a standard approved by the City Engineer, or designee. Grasses and weeds near the runways and taxiways must always be maintained consistent with FAA requirements to ensure safe operations and at a height of 12” or less on runway, taxiway, and taxi lane impact zones.

Snow and ice removal shall be the sole responsibility of the FBO utilizing equipment and supplies provided by the City. The FBO will be responsible for checking equipment prior to each use to ensure that fluid levels are adequate and to identify any potential maintenance issues. If maintenance may be required, the FBO shall contact Public Works to coordinate and schedule any such maintenance.

Snow shall be stored in areas that do not impact the safe operation of aircraft and in compliance with the Airport snow removal plan submitted by FBO and approved by the City Engineer prior to September 15th of each year of the Agreement. Repeated failure to adequately remove snow and ice to ensure the safe operation of the Airport and the Airport Facilities is grounds for default and immediate termination of this Agreement, all at the sole discretion of the City.

All operators of City owned equipment must be a minimum of eighteen (18) years of age and must hold a valid Minnesota Class C driver’s license. All drivers must be trained in use of the vehicle and obtain recurrent training consistent with City policy for use of similar City equipment. Any damage caused by the operator to the equipment, or the Airport will be the responsibility of the FBO, and all costs associated with repair will be invoiced to the FBO and be due and payable upon demand.

Each month FBO shall provide a detailed statement to the City Engineer setting forth the date, time, hourly costs for all mowing and snow removal activities at the Airport to enable the City to seek reimbursement from the FAA, MNDOT Aeronautics, and any other governmental entity for these types of expenses. These costs and expenses are included in the compensation paid to FBO in Article 4 above. FBO agrees to provide any additional information required by the City to

assist the City in documenting these and any other reimbursable expenses. The costs and expenses are only reimbursable to the City and shall not be reimbursed to FBO.

Task 3 – Routine/Minor Repairs and Maintenance:

FBO shall conduct weekly inspections, identify deficiencies, and issue work orders to maintain the Airport in good working order. FBO shall make minor repairs, defined as \$300.00 or less, to all publicly owned buildings, publicly owned t-hangars, and the heating and cooling system at the arrivals/departures building. FBO shall provide routine maintenance of buildings, grounds, vehicles, and equipment provided by City. Examples of such routine maintenance include, but are not limited to, changing lightbulbs (excluding ballasts), changing out attachments on equipment, maintaining appropriate tire pressure for the vehicles, checking, and ensuring all engine fluids are at proper levels for operation. FBO shall notify and coordinate with the City Engineer of all maintenance requests and if repairs require specialized equipment or certifications (such as electrical or plumbing repairs). In addition, FBO shall perform light maintenance and make minor repairs within all leased areas. The City shall provide supplies to FBO to perform minor repairs and light maintenance. The FBO shall not be entitled to compensation for making minor repairs or providing light maintenance. Any maintenance contracted out to third parties must have the prior written approval of the City Engineer.

FBO shall not make any repairs, improvements, or alterations of \$300 or more to any part of the Airport, buildings, or facilities, nor construct any new improvements without the prior written consent of the City Engineer. Permission to repair, improve or alter any part of the Airport or any building or facility must be requested in writing in advance of proposed repair or construction. Failure to obtain such written approval may result on the FBO being responsible for the cost without reimbursement, including the removal thereof without reimbursement.

FBO must always comply with applicable building codes regulations and obtain required permits, including building permits, prior to construction.

FBO shall maintain the Airport facilities, premises, buildings, and improvements, and maintain all City owned equipment, being responsible for all routine maintenance including but not limited to the following without additional compensation:

- A. Make weekly inspections of runway and navigational lighting systems and replace any burnt out lamps, standards, and lenses.
- B. Replace any burnt out lamps at or within the arrival/departure building and hangars as needed.
- C. Check and lubricate publicly owned t-hangar doors regularly and adjust as needed.
- D. Operate and oversee maintenance of Airport Unicom.
- E. Keep and maintain all public areas in a neat, clean, safe, sanitary, and orderly condition and manner.
- F. Request the City to perform routine maintenance and service on all Airport equipment such as plows, mowers, compressor, fuel farm equipment, Airport vehicles, per manufacturer's specifications.
- G. Spray for weeds growing in surface cracks using an approved product, as necessary.

- H. Check all maintenance equipment including mowers, blowers, trucks, and loaders prior to use to ensure it is in proper working condition in accordance with manufacturers recommendations. Maintain records of all routine and non-routine maintenance, including adjustments or changes to operations.
- I. Report any non-routine maintenance to the Public Works department.
- J. Perform daily inspection of fueling area, hangar aprons, repair and maintenance areas, trash receptacles, and similar areas and note any issues of concern.

Task 4 – Fuel Sales:

FBO shall provide fueling services and sales at the Airport. FBO must use the city-owned storage tanks for storage of all fuel deliveries to the Airport. The FBO agrees to pay to the City the fuel flow fee at the Airport Facilities in the amount of ten cents (\$0.10) per gallon based on total fuel delivered to the Airport. The fuel flow fee shall be paid to the City within fifteen (15) business days after receipt of any fuel delivery. No additional fuel storage trucks will be allowed on the Airport other than trucks making transport deliveries. Delivery of fuel from a fuel truck to a refueler or fuel storage truck is strictly prohibited. If additional fuel storage fuel capacity is required to allow for adequate time for settling, the FBO shall review the need with the City Engineer. The City reserves the right to amend the flowage fee requirement prior to the start of any renewed Term of this agreement following written notice to the FBO. The City agrees to purchase and make available to the FBO the initial fuel inventory at the Airport Facility up to the following amounts: 6,000 gallons of 100LL Fuel and 18,000 gallons of Jet A Fuel. FBO agrees to reimburse the City its actual cost of the initial fuel inventory on or before December 31, 2021.

The FBO acknowledges and agrees that it shall provide fuel and oil delivery services in strict conformance with the minimum standards set forth in Exhibit A. Daily inspections of the fueling system and quality control are under direct responsibility of the FBO. FBO must notify the City if any of the City's fuel equipment is damaged or needs replacement and/or service.

FBO must keep accurate records and report all fuels received and dispensed at the Airport. A report of the fuel records shall be provided to the City Engineer on or before the fifth (5) business day of each month. The reporting period shall be from the first day of the month to the last day of the month and the report must show total gallons of 100 LL and Jet A fuel delivered to the Airport and the total gallons sold and purchased. The FBO must include copies of all receipts for all fuel deliveries at the Airport showing the date of fuel delivery and the amount of fuel purchased and delivered to the Airport.

Within one year of the date of this Agreement, FBO shall acquire and put in operation a refueler or fuel storage truck at FBO's own expense to dispense fuel at the Airport. Delivery of fuel from a fuel truck to FBO's refueler or fuel storage truck is strictly prohibited. All fuel received and dispensed through the FBO's fuel truck shall be included in the report of fuel records as provided above. FBO's obligation to acquire and put in operation a refueler or fuel storage truck is contingent on FBO's ability to store the refueler or fuel truck inside a building or other structure in compliance with rules and regulations relating to the storing of a refueler or fuel truck at the Airport Facility.

FBO shall provide competitive fueling and shall strive to provide the lowest fuel price within 100 miles of the Airport. FBO shall immediately notify the City if any fuel pump's meter and the log of records are not in balance. FBO shall post in a conspicuous area in the Arrival/Departure area of any policy the FBO may have regarding fuel pricing, including discounts. FBO shall, as soon as practically possible, become a member of CAA, and shall provide base customers with rebates on quantity of fuel bought with each calendar month. These discounts shall be posted in a public place located at the Airport facility. All fuel discounts shall be provided and detailed in the report of the fuel records provided to the City.

FBO shall provide fuel services for after normal business hours requests as identified in Task 1. FBO shall post a contact number for after-hours requests on its website, at the arrival and departure building, and any other appropriate media with an after-hours phone number to call. FBO shall always have a designated representative to receive all calls and coordinate for staff to be at the Airport to provide the required services within thirty (30) minutes after receipt of the call.

Task 5 – Aircraft Engine/Accessory Repair and Maintenance:

FBO acknowledges and agrees to provide a full-time mechanic that shall be available during normal business hours (40 hours a week, Monday through Friday) as referenced in Task 1 and at other times as may be required. FBO acknowledges and agrees that it shall provide the above-described services in strict conformance with the minimum standards set forth in Attachment C.

Task 6 – Unicom Radio Advisory Assistance and Issue NOTAMs (Notice to Airmen):

FBO shall monitor and assist pilots calling into the Fergus Falls Municipal Airport. General information shall be disseminated to pilots requesting this service. The FBO has the responsibility to observe airfield conditions and issue a NOTAM when applicable which may be required to be issued outside normal business hours. The FBO must notify the City of any conditions that may be a hazard to pilots.

Task 7 – Provided Courtesy Service to Airport Customers:

FBO shall provide transient pilots and passengers access to telephone and ground transportation (courtesy car, car rentals, taxi, etc.). FBO and maintain a mileage log for the city-owned Fergus Falls Municipal Airport Courtesy Car(s). The log must include the person(s) using the courtesy car, date of use of courtesy car, and mileage for each trip. The information contained in the mileage log shall be reported to the City Engineer on a quarterly basis.

FBO shall be responsible for the daily cleaning and maintenance of the public restrooms, public arrival-departure lounge area, all courtesy vehicles provided by the City, and all other areas used by or available to the public. The City shall furnish janitorial, custodial, and cleaning supplies.

Task 8 – Manage Hangars:

FBO shall manage public T-hangars including managing public T-hangar leases, access keys and monitor conditions of T-hangars when lessees move out to determine if damage deposit may be refunded. FBO shall require a lease for all tenants that lease city-owned hangars. All FBO's lessees must provide FBO proof of ownership of at least one airworthy aircraft per hangar space. All FBO leases for public hangars must be pre-approved by the City Engineer and must also include the minimum standards in Attachment C and insurance and indemnification provisions contained in this Agreement. If hangar space is being used on a project to renovate an aircraft, FBO will require a written statement from a mechanic that the aircraft appears to be able to be airworthy within a reasonable time, not to exceed 6 months.

FBO is required to perform a minimum of one unannounced comprehensive hangar inspection per year of every public and private individual hangar space per year and submit a summary of the inspections for each hangar on a form provided by the City within five (5) working days after the inspection. FBO shall coordinate with the City Engineer prior to the inspection to coordinate what City representatives will accompany the FBO on the inspections. FBO will coordinate with the City for the issuance of violation notices and the resultant corrective action. The FBO agrees to perform additional inspections as determined by the City Engineer. FBO agrees to issue violation notices and notify the City Engineer of all known hangar violations. FBO agrees to remove any lessee that uses a public hangar in violation of any state or federal law, or uses a public hangar without a written lease with the FBO and as approved by the City Engineer, or any lessee that fails to take full corrective action following a notice of violation.

FBO agrees to maintain hangar pricing at one-hundred forty dollars (\$140) for the year of 2021 and will increase hangar prices by five dollars (\$5) annually in January, during each year of the term of this Agreement. FBO shall keep a transparent waitlist at the front desk and maintained by staff for request of public hangar space, and the list will identify possible tenants with airworthy aircraft and prioritize them based upon the date the request for hangar space is received. FBO agrees to share the waitlist with perspective tenants to ensure that tenants are prioritized based upon the date of their request for hangar space. At all times, the City Engineer shall have access to and may review the waitlist held by FBO.

Article 7: ADDITIONAL FBO SERVICES

FBO shall continuously supervise and maintain the entire Airport according to the terms of this Agreement. In carrying out this Agreement, the FBO shall consult with the City Engineer to determine what policies are to be followed in the supervision, maintenance, and operation of the Airport. In addition to all the obligations required herein and without limitation, the FBO shall do the following:

- A. Close the Airport for use when it becomes unsuitable or unsafe for normal operations and issue NOTAMS accordingly in a timely manner.
- B. Set traffic patterns for landing, ground movement of planes, parking of planes, automotive parking, and traffic on the public areas of the Airport.
- C. When necessary, check the qualifications of individuals using the Airport and report to the City Engineer and local law enforcement officials any violations of local, state, and federal regulations or statutes.

- D. Keep order and ensure full enjoyment in the use of all public areas of the Airport facilities by members of the public.
- E. Enforce all public hangar agreements, collect all rents due on public hangar agreements, and conduct hangar inspections to ensure hangars are being used in compliance with the hangar agreement and with all state, federal and FAA requirements with a written summary of findings submitted to the City Engineer following completion. Recommend to the City Engineer to deny the use of the Airport to such individuals who abuse the rights of others, and their full use and enjoyment of the Airport facilities.
- F. Ensure all tenants and contracts have the required insurance and indemnification language in their Agreements to ensure the City is covered and indemnified to the required level.
- G. Mark, barricade and close off any hazardous condition that may exist to aeronautical or public use of the Airport and to immediately report the same to the FAA and to the City Engineer. When requested, the FBO shall provide a written report concerning such activity. Post NOTAMS on a timely basis if appropriate.
- H. FBO shall ensure all Agreements between subtenants and the FBO operating at the Airport are complied with and shall promptly inform any violations to the City Engineer and if requested the FBO shall provide a written report to the City Engineer detailing any violations.
- I. FBO shall submit to the City Engineer a monthly written report covering any types of information requested by the City Engineer; for example, the number of aircraft based at the Airport, number of aircraft movements, details of plowing and snow/ice removal events, number of air carrier movements by type, number of charters and passenger boarding's, fuel sales by type, average sale price during the month of fuel, hangar vacancies, hangar wait list requests, and other information requested by the City. The City Engineer and FBO shall agree on the format of the report in advance of the commencement of the Agreement. The format may be modified as necessary to ensure the City Engineer obtains information it deems necessary to properly operate the Airport and serve the public.
- J. FBO shall see that all areas of the Airport and the premises are used for FAA approved aeronautical purposes only. The upper-level conference areas of the Arrival and Departure building may be used for other public purposes as scheduled by FBO.

Article 8: FBO COMPLIANCE WITH LAWS

FBO shall always observe and satisfy the requirements of and remain in compliance with, all federal, state statutes, local laws, ordinances, restrictions, licenses, and regulations. Should FBO at any time receive any notice of violation of any kind from any governmental body with jurisdiction over the Airport, the FBO shall immediately notify the City Engineer in writing of such violation or citation and provide a copy of same and immediately begin diligently to cure the deficiency and continuously pursue curing the deficiency until completion in accordance with all applicable requirements, FBO shall immediately provide the Fergus Falls City Administrator with proof that it is addressing and curing the deficiency or complaint of matter and all correspondence with the regulating party including acknowledgement of the successful satisfaction of addressing the deficiency, complaint or violation. Any serious violation or

citation that places a member of the public in harm, as determined solely by the City, is cause for immediate termination of this Agreement without notice.

Article 9: ADDITIONAL AREONAUTICAL SERVICES

Radio Calls, Marshalling.

FBO shall always answer radio calls from customers to identify needs, marshal planes upon taxiing in, provide fuel, ice, coffee, coordinate luggage (luggage cart), rental car(s), hotel, catering, provide meeting space, accommodate crew needs, provide a pilot's quiet room, vending, clean restrooms, and courtesy car. FBO shall provide secure tie-downs and when appropriate short-term temporary hangar storage to customers in need.

Aircraft Rental Services.

FBO shall provide aircraft rental services with a minimum of three (3) aircrafts which shall be procured. The first aircraft, a Piper Cherokee, shall immediately be available for rental upon commencement of this Agreement. The second aircraft, a 182 or similar, shall be procured and available for public rental three (3) months following execution of this Agreement. The third aircraft, a Cherokee Six or similar, shall be procured and available for public rental beginning six (6) months following execution of this Agreement. All aircrafts shall be based at the Fergus Falls Municipal Airport. The initial proposed rate for rentals of the aircrafts shall be \$110/hour for the Piper Cherokee, \$175/hour for the 182 or similar aircraft, and \$200/hour for the Cherokee Six or similar aircraft. All aircraft rental services shall follow the minimum standards on Attachment C.

Flight Instruction.

FBO shall provide flight instruction from certified flight instructors and shall have three (3) aircraft available for flight instruction with a seating capacity of four (4), four (4), and six (6). The first aircraft with seating capacity of four (4) shall be available for flight instruction immediately upon the commencement of this Agreement. The second aircraft available with seating capacity of four (4) shall be available for flight instruction on or before October 1, 2021. The third aircraft with seating capacity of six (6) shall be available for flight instruction on or before January 1, 2022. Flight instructions shall be available seven (7) days a week and shall be scheduled by appointment. FBO agrees the certified flight instructors shall be Stacy Stock and Ben Junker, and their initial proposed flight instructor rate shall be \$60/hour. All flight instruction services shall follow the minimum standards on Attachment C.

Additional Services.

FBO agrees to provide additional oil sales, charters, aircraft sales, catering, car rental, introductory flights which shall be available as additional services from the FBO upon commencement of this Agreement. FBO acknowledges and agrees that if it provides additional

aeronautical services, it shall provide the services in strict conformance with the minimum standards set forth in Attachment C, and as amended from time to time by the City.

FBO agrees to procure at its own expense and provide as an additional service to airport customers a ground power unit to power or start aircraft.

FBO Airport Promotion.

FBO shall maintain and keep updated a public website setting forth hours of operation and the services provided by the FBO under this Agreement.

FBO agrees to host an annual Fly in and beginning in 2022 plan and coordinate a bi-annual airshow.

FBO agrees to be a Chamber of Commerce member, provide arriving guests with brochures and discounts to local business willing to provide FBO with local discounts, participate and be a sponsor of the Young Eagles, and maintain a website showcasing destinations within the City of Fergus Falls.

FBO agrees to promote the Fergus Falls Airport regionally and promote the visibility of the airport and grow businesses that generate revenue to the City with existing airport facilities. FBO shall register and advertise on Fltplan.com, Ac-Ukwik, establish relationships with Share providers such as NetJets and promote the Fergus Falls Airport as a Fuel Stop.

FBO Participation with Airport Advisory Board and MCOA.

FBO shall attend all Airport Advisory Board meetings and City Council meetings and staff meetings upon request. Written reports shall be prepared for all meetings with the content to be determined by the City Engineer. FBO must submit (and present if requested) an annual report to the City Council. FBO must participate by phone or in person to at least eight (8) Minnesota Council of Airports (MCOA) monthly meetings and at least on annual conference every two years. Membership in MCOA shall be the responsibility of the FBO. City shall reimburse FBO its annual membership fee in MCOA.

Article 10: FBO REPORTING

FBO shall provide annual reports to the City Council and City Engineer by April 31 of each year summarizing its previous year's operations as the FBO. The reports shall cover the mode and method of operations, number of reported takeoffs and landings, number of based aircraft, fuel reports (gallons purchased and sold), and the general volume of business accomplished.

FBO may operate additional non-FBO specialized aircraft services/businesses which are aviation-related and in compliance with Federal, State and Local laws and regulations. FBO will obtain and maintain all applicable Federal, State and Local licenses to perform both FBO duties and non-FBO business activities. FBO shall provide notice to the City thirty (30) days prior to the commencement of any additional aircraft service/business.

Article 11: CITY'S RESPONSIBILITY

To permit FBO to perform the services required in the Agreement, the City shall provide snow and grass/weed removal equipment and supplies which may only be used to provide snow and grass/weed removal at the Airport. City-owned Airport maintenance equipment, including the snow and grass/weed removal equipment and supplies, shall be kept in the Airport Equipment Building. FBO shall not store items in the Airport Equipment Building that are not owned by the City and utilized for Airport maintenance and operations. City shall provide gas, lube, oil and necessary repairs for its maintenance equipment including snow and grass/weed removal equipment. City shall provide all custodial and janitorial items required for cleaning public areas.

FBO shall make minor repairs to all publicly owned buildings, t-hangars, and heating and air conditions systems, as described above. City will provide materials for all repairs, except as otherwise described above. The City shall be responsible for repair and maintenance of the plumbing, heating, and electrical systems. The FBO will provide janitorial services and minor repairs and maintenance (not structural repair) for all spaces leased by the FBO.

Article 12: INSURANCE

FBO (including any subcontractors engaged by FBO to perform any services required under this Agreement) is required to maintain Commercial General Liability Insurance written on an occurrence basis; minimum amount of \$1,000,000 per occurrence; \$1,000,000 annual aggregate with a \$1,000,000 aggregate umbrella. The following coverages shall be included: Premises and Operations Bodily Injury and Property Damage, Personal and Advertising Injury, Blanket Contractual Liability and Products and Completed Operations Liability. The City must be named as an additional insured on such insurances. FBO must ensure that all contracts, including all public hangar leases, comply with the standards for insurance in this Article and as set forth in Attachment C.

General Insurance Conditions

- All policies shall be primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of FBO's performance under this Agreement.
- All policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' notice for non-payment of premium.
- Insurance shall be from companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better and authorized to do business in the State of Minnesota.
- An umbrella or excess liability insurance policy may be used to supplement the policy limits on a follow-form basis to satisfy the full policy limits required by this Agreement. The City must be endorsed as an additional insured on any umbrella or excess policy.

- Within the first quarter of each year, a Certificate(s) of Insurance acceptable to the City as evidence of the required insurance coverage requirements must be submitted to the City. City must be advised immediately of any changes in status of the insurance coverage.
- The minimum limits required for insurance shall be the limits required in this Agreement or the actual limits, whichever is greater.

If State or Federal insurance requirements change based on services provided, the FBO shall have thirty (30) calendar days to comply with any increased insurance coverage requirements for providing the applicable airport management service. In no instance shall insurance coverage be less than that outlined within this Article.

Article 13: INDEPENDENT CONTRACTOR

FBO is deemed to be an independent contractor, and any and all officers and employees of FBO are, while engaged in the performance of any work or services required by this Agreement, considered officers and employees of FBO and not of City, and any and all claims that may arise under the Workmen's Compensation Act of Minnesota on behalf of said officers and employees while so engages, and all claims made by any third party as a consequence of any act or omission on the part of FBO, its officers, employees and agents, while so engaged under this Agreement, shall be the sole obligation and responsibility of FBO. FBO agrees that it shall take out and maintain during the full term of this Agreement and any renewal thereof, workers compensation insurance for all of its officers and employees performing work or services under this Agreement and shall provide City with written evidence of such insurance.

Article 14: DEFAULT

Any violation of any part of this Agreement during any Term shall be cause for termination following written notice of default and a reasonable cure period. A serious violation, as determined solely by the City Engineer, that puts a member of the public at immediate risk shall be grounds for immediate termination. The Notice of Termination shall provide the FBO a reasonable cure period depending on the nature of the default which shall be at the sole discretion of the City. If the violation is not cured within the defined cure period to the sole satisfaction of the City, this Agreement shall be terminated upon written notice from the City and the FBO shall surrender keys, vacate the premises upon demand from the City and surrender all equipment and inventory used in the operation of the FBO to the City free and clear of all encumbrances. All leases will be automatically assigned to the City.

Article 15: INDEMNIFY AND HOLD HARMLESS

FBO hereby agrees to defend, indemnify and hold harmless the City of Fergus Falls and all of its officers, agents and employees from any and all claims, demands, action or causes of action and loss incurred by or liability asserted or imposed on the City of Fergus Falls by reason of FBO's intentional or negligent acts, including acts of god such as wind, hail or other severe conditions, or FBO's operation of the Airport, including failure to perform or to observe any of its obligations under state or federal laws, and/or under this Agreement, to include but not limited to

any damage, liability, fine, penalty, punitive damage, cost or expense (including without limitation, all clean up and removal costs and expenses) arising from or out of any claim, action, suit, or proceeding for personal injury, tangible or intangible property damage, compensation for lost wages, business income, profits, or other economic loss, including all losses relating to Hazardous Substance spillage, handling, storage, transportation or disposal, or relating to damage to the natural resources or to the environment because of Hazardous Substance spillage, handling, storage, transportation or disposal.

City agrees to defend, indemnify, and hold harmless FBO and all of its officers, agents and employees of and from any and all claims, demands, action or causes of action of whatsoever nature and character arising out of the City's performance of work or services provided by the City. The City will not be required to defend and indemnify FBO for claims arising from FBO's negligence or willful misconduct. Nothing herein will be deemed a waiver by the City of the limitations on liability set forth in Minnesota Statutes, Section 466.04 and the City's obligation to indemnify, hold harmless and defend FBO will be limited by the limitations on liability set forth in Minnesota Statutes, Section 466.04, less any amounts which the City is required to pay on its own account or on account of the City's officers, agents or employees.

Article 16: DISCRIMINATION

FBO, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of the Airport or its facilities; (2) that in the construction of any improvement on, over or under such land and the furnishing of services thereon, no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination; (3) that the FBO shall use the entire Airport and premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. FBO assures that it will undertake and affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. FBO assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. FBO assures that it will require that its covered sub-organizations provide assurance to City that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

Article 17: ASSIGNMENT

This Agreement, being intended to secure the personal services of the individuals employed by and through whom FBO performs work hereunder shall not be assignable by the FBO.

Article 18: NOTICES

All notices required by law or by this Agreement to be given to FBO must be written and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed FBO at the following address:

Sky Crew Services, LLC
1620 Brenvei Drive
Fergus Falls, MN 56537

All notices required or permitted to be given to the City hereunder shall be written and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to:

City of Fergus Falls
ATTN: City Administrator
112 W Washington Ave
Fergus Falls, MN 56537

Article 19: CONTROLLING LAW

This Agreement shall be controlled by the laws of the State of Minnesota, and any other action brought because of any claim, demand, or cause of action arising under the terms of this Agreement shall be brought in an appropriate venue in the State of Minnesota.

Article 20: MODIFICATION

This Agreement contains the entire understanding of the parties. It may not be changed orally, but only upon an agreement in writing approved by both the City (which may be the City Engineer) and FBO. It may be modified as to terms and conditions from time to time upon the mutual consent of the parties; however, such modifications shall be reduced to writing, signed by the parties, and the document appended to and made part of this Agreement.

Article 21: DISPUTE RESOLUTION

All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, will be referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration.

Article 22: OTTER TAIL POWER SPACE

The City has an agreement with Otter Tail Power Company for lease of office space in the Arrival/Departure Building and for storage of its King Air of similar sized aircraft in the large hangar. FBO acknowledges that nothing contained in this agreement or any of FBO services

shall adversely impact Otter Tail Power Company's continued use of office space and aircraft hangar space. Monthly lease payments from Otter Tail Power Company for its use of this space shall be paid to the FBO.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Sky Crew Services, LLC

City of Fergus Falls

Alexander Habraken, Member/Manager

Ben Schierer, Mayor

Stacy Stock, Member/Manager

Andrew Bremseth, City Administrator

FINAL DRAFT 07-01-2021

ATTACHMENT B
MINIMUM STANDANRDS

INSURANCE REQUIREMENTS FOR ALL ACTIVITIES

Commercial General Liability Insurance written on an occurrence basis; minimum amount of \$1,000,000 per occurrence; \$1,000,000 annual aggregate with a \$1,000,000 aggregate umbrella. The following coverages shall be included: Bodily Injury and Property Damage, Personal Injury, Blanket Liability. The City must be named as an additional insured on such insurances.

General Insurance Conditions

- All policies shall be primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of FBO's performance under this Agreement.
- All policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' notice for non-payment of premium.
- Insurance shall be from companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better and authorized to do business in the State of Minnesota.
- An umbrella or excess liability insurance policy may be used to supplement the policy limits on a follow-form basis to satisfy the full policy limits required by this Agreement. The City must be endorsed as an additional insured on any umbrella or excess policy.
- Within the first quarter of each year, a Certificate(s) of Insurance acceptable to the City as evidence of the required insurance coverage requirements must be submitted to the City. City must be advised immediately of any changes in status of the insurance coverage.
- The minimum limits required for insurance shall be the limits required in this Agreement or the actual limits, whichever is greater.

FUEL AND OIL SALES:

FBO shall purchase, sell, and provide to plane delivery of recognized brands of aviation fuels, lubricants, and other related aviation petroleum products.

1. Insurance Requirements:

- | | |
|-------------------------------------|---|
| *Commercial General Liability: | \$1,000,000 per occurrence |
| *Products and Operations Liability: | \$1,000,000 per occurrence and
\$1,000,000 annual aggregate with a
\$1,000,000 aggregate umbrella |

FBO shall advise each individual customer as to whether or not they are specifically covered under the operator's insurance policy and the type and extent of coverage, of any.

2. **Grant of Inspection:** FBO gives the right to inspect all fuel operations to the City. This includes, but is not limited to fueling pumps, storage tanks, fueling trucks and refuelers. All fuel operations must be checked as required for accuracy. City retains the right to recommend and impose corrections to be made by FBO. Any item deemed unsafe will cause a cease in fueling operations until the problem can be corrected.
3. **Emergency Procedures, Safety, and Training:** All Fuel and Oil Service Providers must have in place an approved emergency procedure in the event of fuel spillage, fuel fire, or accident. A copy of the emergency procedure shall be on file at the FBOs office and with the City Engineer. All personnel involved in the fueling of aircraft shall be trained in fire, rescue and emergency procedures. Training shall take place annually by a Federal Aviation Administration approved course.
4. **Responsibility:** All Fuel and Oil Services shall be responsible for all refueling operations, and associated fuel spills. Each provider will be responsible for cleaning up all areas that have been contaminated with fuel from each respective tank. The City of Fergus Falls claims no responsibility for any type of fuel spill, fuel leaks, or accidents occurring on leased premises of each fuel provider.

AIRCRAFT ENGINE/ACCESSORY REPAIR AND MAINTENANCE

An Aircraft Engine/Accessory Repair and Maintenance Operator provides one or a combination of airframe, engine and accessory overhauls and repair service on the aircraft up to and including business jet aircraft and helicopters. This category shall also include the sale of aircraft parts and accessories.

MINIMUM STANDARDS:

1. **Equipment Requirements:** The Operator shall provide sufficient equipment, supplies, and parts availability as required by the FAA relevant to the types of maintenance engaged in.
2. **Minimum Space Requirements:** The aircraft engine/accessory repair and maintenance operator shall make available to its customers a waiting room, public restrooms, and access to telephone. Operator shall locate in those areas designated as Commercial activity areas, as determined by the City.
3. **Staffing and Hours of Operations requirements:** The Operator shall have these services available as required in the FBO agreement.

4. Minimum Space Requirement: The aircraft engine/accessory repair and maintenance operator shall maintain a hangar to conduct operations of at least 3,000 square feet.
5. Certification Requirements: The Operator shall possess the appropriate license to perform Aircraft Engine/Accessory Repair and Maintenance including but not limited to an Airframe and Powerplant (A&P) license. Overhauls, inspections, repairs, or alterations requiring an Inspection Authorization (IA) Certification may be performed in accordance with the FAA rules and regulations.
6. Insurance Requirements: The minimum insurance coverage shall be of the following types and amounts:
 - (A) Aircraft liability
\$100,000 per passenger; \$1,000,000 per occurrence
 - (B) Commercial General Liability
\$1,000,000 per occurrence and \$1,000,000 annual aggregate with a \$1,000,000.
 - (C) Products and Operations
\$1,000,000 per occurrence and \$1,000,000 aggregate.
 - (D) Automobile Liability
\$1,000,000 per occurrence.
 - (E) Statutory workers compensation insurance.

Note: Each person who provides aircraft servicing, maintaining, and repairing shall advise his or her customer as to whether hangar-keepers insurance is in force and the extent of such coverage, if any.

The operator of an ongoing airport repair station is not required to certify itself under the provisions of C.F.R. Part 145 but is advised to analyze the possibilities of becoming a C.F.R. Part 145 airport repair station.

AIRCRAFT LEASE AND RENTAL

Any person renting or leasing aircraft or offering to rent or lease aircraft for hire or compensation shall be deemed to be in the business of renting or leasing aircraft and must have an endorsement on his or her commercial operations license certifying his or her authority to engage in such activity, except that no commercial operations license shall be required of a person who owns aircraft and leases or rents aircraft to a party who holds a commercial operator's license.

MINIMUM STANDARDS:

1. Minimum Space Requirements: The aircraft lease and rental facility shall make available to its customers a waiting room, public restrooms, and access to telephone. The aircraft lease and rental operator shall store all aircraft owned by the operator in a hangar.
2. Aircraft Requirements: The aircraft shall either be owned or under written lease to the Operator. The aircraft must be maintained and certified for lease and rental.
3. Insurance Requirements: The minimum insurance coverage for each aircraft shall be of the following types and amounts:
 - (A) Aircraft liability
\$100,000 per passenger; \$1,000,000 per occurrence
 - (B) Commercial General Liability
\$1,000,000 per occurrence and \$1,000,000 annual aggregate with a \$1,000,000 aggregate umbrella.
 - (C) Products and Operations
\$1,000,000 per occurrence and \$1,000,000 aggregate.
 - (D) Automobile Liability
\$1,000,000 per occurrence.
 - (E) Statutory workers compensation insurance.

Note: Each commercial operator who rents or leases aircraft shall advise the renter pilot or lessee as to whether or not they are specifically covered under the flight school's insurance policy and the type and extent of coverage, if any. The commercial operator must then obtain a signed statement of acknowledgement of this disclosure from the renter pilot or lessee

FLIGHT TRAINING

A Flight Training Operator engages in instructing pilots in dual and solo flight training, in fixed or rotary wing aircraft, and provides such related ground school instruction as a necessary, preparation to taking a written examination and flight check ride for the categories of pilots' licenses and ratings involved.

MINIMUM STANDARDS:

1. Space Requirements: The Flight Training Operator shall provide a learning environment for aviation. Space should be set aside for classroom/flight briefing room, flight planning room, public restrooms, access to phone service, and office/lounge areas.
2. Aircraft Requirements: The Flight Training Operator shall have available for use in flight training, either owned or under written lease to the Operator not less than one properly certified aircraft. At least one aircraft must be certified for flight under instrument flight rules. The Fergus Falls Municipal Airport recommends the use of a flight simulator for the benefit of the Operator and customer.
3. Insurance Requirements: The minimum insurance coverage for each aircraft shall be of the following types and amounts:
 - (A) Aircraft liability
\$100,000 per passenger; \$1,000,000 per occurrence
 - (B) Commercial General Liability
\$1,000,000 per occurrence and \$1,000,000 annual aggregate with a \$1,000,000 aggregate umbrella.
 - (C) Products and Operations
\$1,000,000 per occurrence and \$1,000,000 aggregate.
 - (D) Automobile Liability
\$1,000,000 per occurrence.
 - (E) Statutory workers compensation insurance.
4. Staffing and Hours of Operations Requirements: The Operator shall make provision for someone to be in attendance at all times during the required operating hours. The Operator shall have at least two (2) flight instructors who has been properly certified by the FFA to provide the type of training offered.

AIRCRAFT CHARTER AND TAXI SERVICE

An Aircraft Charter and Air Taxi Operator engages in the business of providing air transportation (persons or property) to the public for hire, either on a charter basis or as an air taxi operator, as defined by the Federal Aviation Regulations.

MINIMUM STANDARDS:

1. Minimum Space Requirements: The aircraft charter facility shall make available to the customer: public restrooms, waiting lounge, ticketing/check-in counter, and access to

phone facilities. Aircraft owned or under written lease to the operator for charter services shall be stored in a hangar.

2. Aircraft Requirements: The Charter/Air Taxi Operator shall have available for use at least one (1) aircraft certified under instrument rated flight rules for purpose of air charter/air taxi. The aircraft must be either a high-performance aircraft or multi-engine.
3. Insurance Requirements:
 - (A) Aircraft liability
\$100,000 per passenger; \$1,000,000 per occurrence
 - (B) Commercial General Liability
\$1,000,000 per occurrence and \$1,000,000 annual aggregate with a \$1,000,000 aggregate umbrella.
 - (C) Products and Operations
\$1,000,000 per occurrence and \$1,000,000 aggregate.
 - (D) Automobile Liability
\$1,000,000 per occurrence.
 - (E) Statutory workers compensation insurance.
4. FAR Part 135: The Operator shall comply with Far Part 135.

AIRCRAFT STORAGE

STATEMENT OF CONCEPT: An Aircraft Storage Operator engages in the rental of conventional hangars or multiple T-hangars to provide for aeronautical purpose.

MINIMUM STANDARDS:

1. Minimum Space Requirements: The Aircraft Storage Operator shall make available for lease to the public hangars to accommodate privately owned aircraft.
2. Leases in Writing: All hangar leases must be in writing and approved by the City Engineer.
3. Insurance Requirements:
 - (A) Aircraft liability
\$100,000 per passenger; \$1,000,000 per occurrence.

- (B) Commercial General Liability
\$1,000,000 per occurrence and \$1,000,000 annual aggregate with a \$2,000,000 aggregate umbrella.
- (C) Products and Operations
\$1,000,000 per occurrence and \$1,000,000 aggregate.
- (D) Automobile Liability
\$1,000,000 per occurrence.
- (E) Statutory workers compensation insurance.

Note: The insurance must protect the insured against claims for aircraft physical damage which result from the insured's care, custody or control of aircraft which the insured doesn't own. Each commercial operator shall advise each individual customer as to whether or not they are specifically covered under the operator's insurance policy and the type and extent of coverage, if any.

- 4. Access for Airport Management: The FBO shall be provided a key in order to access all storage facilities in times of emergency (for example: shutting down and emergency locator transmitter). The FBO and/or City retains the right to inspect all hangars at any time.

AIRCRAFT SALES

STATEMENT OF CONCEPT: An Aircraft Sales Operator engages in the sale of aircraft through franchises or licensed dealership or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or used aircraft; and provides such repair, services, and parts as necessary to meet any guarantee or warranty on aircraft sold.

MINIMUM STANDARD:

- 1. Space Requirements: The aircraft sales facility shall provide to its customers public restrooms, lounge area, telephone facilities, conference room, and display area that are in compliance with the City of Fergus Falls Building Code. If warranty service is not contracted out to another provider on the airfield, then the Operator shall construct a hangar facility to conduct warranty service.
- 2. Service Requirements: The Operator shall provide necessary and satisfactory arrangements for repair and servicing of aircraft, but only for the duration of any sales guarantee or warranty period (the repair and servicing may be contracted out to a certified

repair and maintenance facility on the airfield). The operator who is engaged in the business of selling aircraft shall have available at least one single engine demonstrator.

3. Dealer's Permit and Sales Tax Number: A person involved in the sale of aircraft must have a Dealer's Permit and Sales Tax Number and must comply with all state and local regulations.
4. Insurance Requirements:
 - (A) Aircraft liability
\$100,000 per passenger; \$1,000,000 per occurrence
 - (B) Commercial General Liability
\$1,000,000 per occurrence and \$1,000,000 annual aggregate with a \$1,000,000 aggregate umbrella.
 - (C) Products and Operations
\$1,000,000 per occurrence and \$1,000,000 aggregate.
 - (D) Automobile Liability
\$1,000,000 per occurrence.
 - (E) Statutory workers compensation insurance.

Note: The insurance must protect the insured against claims for aircraft physical damage which result from the insured's care, custody or control of aircraft which the insured doesn't own. Each commercial operator shall advise each individual customer as to whether or not they are specifically covered under the operator's insurance policy and the type and extent of coverage, if any.

OTHER SPECIALIZED AIRCRAFT SERVICES

STATEMENT OF CONCEPT: Other specialized services offer a single service to the aviation consumer. Examples of a specialized service include aerial spraying or dusting, an aircraft upholstery shop, painting facility and an avionics shop.

MINIMUM STANDARDS:

1. Space Requirements: All operators must construct spaces that will accommodate the level of service that they provide.
2. Insurance Requirements:

- (A) Aircraft liability
\$100,000 per passenger; \$1,000,000 per occurrence
- (B) Commercial General Liability
\$1,000,000 per occurrence and \$1,000,000 annual aggregate with a
\$1,000,000 aggregate umbrella.
- (C) Products and Operations
\$1,000,000 per occurrence and \$1,000,000 aggregate.
- (D) Automobile Liability
\$1,000,000 per occurrence.
- (E) Statutory workers compensation insurance.

Note: This insurance must protect the insured against claims for aircraft physical damage which result from the insured's care, custody or control of aircraft which the insured doesn't own. Each commercial operator shall advise each individual customer as to whether or not they are specifically covered under the operator's insurance policy and the type and extent of coverage, if any.

- 3. Equipment: All necessary equipment shall be provided by the Operator in order to perform specialized duties of each operation.

If an Operator is interested in performing aerial spraying or dusting, then it must be in compliance with MnDOT Aeronautics Rule 8800.3800. A specified area shall be designed, and all chemical operations shall be performed in a contained area away from all other airport.

AIRCRAFT STORAGE LESSEE'S

STATEMENT OF CONCEPT: An Aircraft Storage Lessee rents public or private conventional hangars or T-hangars to store aircraft and for other permitted aeronautical purposes.

MINIMUM STANDARDS:

Insurance Requirements:

- (A) Aircraft liability
\$100,000 per passenger; \$1,000,000 per occurrence
- (B) Commercial General Liability
\$1,000,000 per occurrence and \$1,000,000 annual aggregate with a
\$1,000,000 aggregate umbrella.

- (C) Products and Operations
\$1,000,000 per occurrence and \$1,000,000 aggregate.
- (D) Automobile Liability
\$1,000,000 per occurrence.

Note: This insurance must protect the insured against claims for physical damage which result from the insured's care, custody, control, use and storage of aircraft which the insured has control over. It must include coverage for any damage caused by the insured while using the hangar space and other areas around the hangar and Airport.

Access for Airport Management: The FBO shall be provided a key in order to access in times of emergency (for example: shutting down and emergency locator transmitter) and for required inspections. The FBO and City retains the right to inspect all hangars at any time.

All public hangar leases must be in writing and entered into with the FBO and approved by the City Engineer.

All private hangar leases must be in writing and approved by the City Engineer.

FINAL DRAFT 07-01-2021

RESOLUTION ALLOWING CLAIMS & ORDERING PAYMENT THEREOF

WHEREAS, THE CITY ADMINISTRATOR HAS AUDITED AND THE DEPARTMENTS HAVE APPROVED THE FOLLOWING CLAIMS AGAINST THE CITY OF FERGUS FALLS, AND HAVE CERTIFIED THAT SUCH CLAIMS ARE PROPERLY PAYABLE BY THE SAID CITY, AND THAT THE SAID CITY ADMINISTRATOR HAS VERIFIED SUCH CLAIMS TO BE PAID AND HAS SATISFIED HIMSELF THAT SUCH BILLS AND CLAIMS ARE PROPER CHARGES AGAINST THE CITY OF FERGUS FALLS;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FERGUS FALLS, MINNESOTA, THAT THE FOLLOWING BILLS AND CLAIMS BE AND THEREBY ARE, ORDERED PAID OUT OF THE FOLLOWING FUNDS:

General

ARC DOCUMENT SOLUTIONS LLC	BASE MAINT. CANON,HP DESIGNJET	199.70
ADMINISTRATOR'S CONTINGENCY FD	JUNE/FLAG ON AIR TANK-TOWER 4	100.00
ADMINISTRATOR'S CONTINGENCY FD	RABIES CLINIC CHANGE FUND	100.00
ADMINISTRATOR'S CONTINGENCY FD	RECORD VARIANCE/640 W BIRCH	46.00
ADMINISTRATOR'S CONTINGENCY FD	RECORD VARIANCE/720 E MT FAITH	46.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND BASEBALL	48.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PLPS DEPOSIT-DRESSELLER	25.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PLPS DEPOSIT-ECKHOFF	25.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PLPS DEPOSIT-HOUGE	25.00
ADVANCED CAPITAL GROUP INC	APRIL-JUNE 2021 INVESTMENT FEE	3,750.00
ADVANCED CAPITAL GROUP INC	JAN-MAR 2021 INVESTMENT FEE	3,750.00
AGGREGATE INDUSTRIES MGMT, INC	JUN CONCRETE AT DOG PARK	452.50
SEAN ANDERSON	CLEANING WEEKS OF JUN 7-14	428.64
AVENU INSIGHTS & ANALYTICS	PAYMATE SUPPORT (PAYROLL)	6,414.02
AVESIS THIRD PARTY ADMIN INC	JULY VISION INSURANCE	6.54
BEYER BODY SHOP, INC.	TOW BOAT/21018059	250.00
BEYER BODY SHOP, INC.	TOW KAWASAKI EX500	100.00
BEYER BODY SHOP, INC.	TOW PONTIAC BONNEVILLE/2102019	100.00
A CENTER FOR THE ARTS	3RD QTR 2021 BUDGET ALLOCATION	1,875.00
CENTRAL LAKES COLLEGE	AUGUST 2020 EMR TRAINING	250.00
CHARTER COMMUNICATIONS	CABLE 6/18-7/17	32.97
CHARTER COMMUNICATIONS	JUNE INTERNET	89.99
CLIMATE CONTROL INC	JUN REPAIR WORK COMMUNITY AREN	260.00
COOPERS TECHNOLOGY GROUP	JUNE CHISEL TIP PERM MARKERS	15.30
COOPERS TECHNOLOGY GROUP	JUNE POCKET FILE FOLDERS	18.19
COOPERS TECHNOLOGY GROUP	JUNE REARRANGE WORKSTATIONS	195.00
COOPERS TECHNOLOGY GROUP	JUNE REDI-SEAL CATALOG ENVELOP	6.48
D ERVASTI SALES CO LLC	JUN MISC BALLFIELD EQUIPMENT	4,516.21
DACOTAH PAPER CO	JUNE TP,PAPER TOWELS,CAN LINER	1,092.01
DEPT. OF MOTOR VEHICLE	TAX & LICENSE FOR MOBILE STAGE	8,331.50
DOG-ON-IT PARKS INC	SS PED FOUNTAIN W/BOWL,HOSEBIB	3,323.60

General

EQUIPMENT FUND	ADVANCE-GOLF CRS BOBCAT 5600T	13,200.00
EQUIPMENT FUND	JULY EQUIPMENT RENT	107,900.91
4M FUND	JUN 2021 SERVICE CHARGE	60.20
FASTENAL COMPANY	JUN D-BATTERIES LIFE GUARDS	13.49
FASTENAL COMPANY	JUN PARK SAFETY VENDING	30.85
FASTENAL COMPANY	JUN STREET SAFETY VENDING	30.29
FERGUS HOME & HARDWARE	REPAIR CLOTHES DRYER	69.99
FIRE SAFETY USA, INC	MARCH E2 COMPUTER FILE UPDATE	645.00
GALLS LLC	CEDERBERG UNIFORM PURCHASE	93.67
GALLS LLC	HAKEN UNIFORM PURCHASE	679.63
GALLS LLC	HAKEN UNIFORM SETUP	522.07
GALLS LLC	KITZMAN UNIFORM PURCHASE	62.99
GALLS LLC	MATTSON UNIFORM PURCHASE	297.90
GALLS LLC	SILBERNAGEL UNIFORM PURCHASE	216.78
GRAND FORKS FIRE EQUIPMENT LLC	JUNE SCBA BELT HOLDER REPAIR	22.02
GREAT PLAINS NATURAL GAS CO	JUNE NATURAL GAS EXPENSE	129.94
HOME DEPOT CREDIT SERVICES	JUN HARDWARE DOWNTOWN BANNER	36.33
HOME DEPOT CREDIT SERVICES	JUN HARDWARE FOR SIGN FRAME	8.73
HOME DEPOT CREDIT SERVICES	JUN PLUMBING PARTS BAR SINK &	52.93
HOME DEPOT CREDIT SERVICES	JUN SIGN FRAME HARDWARE LOGAN	51.77
HOME DEPOT CREDIT SERVICES	JUNE BRAIDED NYLON ROPE	12.98
HOME DEPOT CREDIT SERVICES	JUNE ELBOW, ADHESIVE, VALVE	65.16
HOME DEPOT CREDIT SERVICES	JUNE FARM HOSES, NOZZLES, SILLCO	321.49
INNOVATIVE OFFICE SOLUTIONS	OFFICE SUPPLIES	179.72
CHRIS JOHNSON	2021 SAFETY BOOT REIMBURSEMENT	157.46
JUST ADD WATER	JUN RAINBIRD 5004 SPRINKLERS	39.90
LAKE REGION ELECTRIC COOP	MAY ELECTRICITY EXPENSE	1,271.50
LAKE REGION ELECTRIC COOP	MAY/SNOW REMOVAL/EQUIP BLDG	62.52
LAKES COUNTRY SERVICE COOP	APRIL RANDOM DRUG SCREENS	59.00
LAKES COUNTRY SERVICE COOP	MAY PRE-EMPLOY DRUG SCREEN	29.50
J.H. LARSON ELECTRICAL COMPANY	JUNE 2000HR DOUBLE ENDED LAMP	184.32
LOCATORS & SUPPLIES INC	JUN WHITE FIELD PAINT (MONTE)	59.95
VICTOR LUNDEEN COMPANY	JUNE LASER UTILITY BILLS	2,346.71
VICTOR LUNDEEN COMPANY	JUNE SUPPLIES-COPY PAPER	770.00
VICTOR LUNDEEN COMPANY	JUNE/DOWNTOWN RIVERFRONT, RTC	136.00
VICTOR LUNDEEN COMPANY	JUNE/HONEYCUTT MEMORIAL DR	38.20
MARCO-FARGO	COPIER CONTRACT 6/15-7/15/21	374.96
MEDTOX LABORATORIES INC	MAY PRE-EMPLOY DRUG SCREENS	565.38
METRO SALES, INC	05/18-06/17/21 COPIER RENT	150.75
MINN-DAKOTA/OTTER TAIL COACHES	SHUTTLE IN-TOWN/RECYCLE CENTER	82.00
MN FIRE SVC CERTIFICATION	JUNE FOI CERT TESTING	290.00
MINNKOTA ENVIROSERVICES INC	MAY SHREDDING SERVICE	33.00
NARDINI FIRE EQUIPMENT CO INC	INSPECTION ALARM SYSTEM	289.50

General

NORTH COUNTRY LAWNS	MAY-JUNE MOWING SERVICES	1,563.50
NORTHWEST SIGNWORKS INC	HIGGINS DOG PARK SIGN	960.34
NYCKLEMOE & ELLIG, P.A.	JULY/RETAINER FEE/OFFICE ALLOW	6,825.00
OTTER TAIL CO. HISTORICAL SOC.	3RD QTR 2021 BUDGET ALLOCATION	2,875.00
OTC HUMANE SOCIETY INC	MAY BOARDING FEES	634.00
OTTER TAIL POWER COMPANY	JUNE ELECTRICITY EXPENSE	27,809.51
OTTER TRACK & FIELD	TRACK & FIELD K-6TH GRADE	2,425.50
OVERHEAD DOOR CO	JUNE/TOWER 4 OH DOOR EYES	75.00
POLICE DEPT CONTINGENCY FUND	BERGREN UNIFORM PURCHASE	199.95
POLICE DEPT CONTINGENCY FUND	CEDERBERG SRO SCHOOL CLASS FEE	445.00
POLICE DEPT CONTINGENCY FUND	HAKEN PATCHES SEWN ON SHIRTS	40.00
POLICE DEPT CONTINGENCY FUND	KITZMAN UNIFORM PURCHASE	122.52
POLICE DEPT CONTINGENCY FUND	REFILL POSTAGE MACHINE	500.00
POSTAGE BY PHONE	POSTAGE BY PHONE	3,000.00
PRODUCTIVE ALTERNATIVES INC.	3RD QTR 2021 BUDGET ALLOCATION	12,500.00
PUBLIC UTILITIES DEPARTMENT	APRIL PUBLIC UTILITIES	34.30
PUBLIC UTILITIES DEPARTMENT	JUNE PUBLIC UTILITIES	3,559.24
PUBLIC UTILITIES DEPARTMENT	MARCH PUBLIC UTILITIES	34.30
PUBLIC UTILITIES DEPARTMENT	MAY PUBLIC UTILITIES	95.15
PAUL R. RATZ	STRENGTH TRAINING	2,646.00
SOURCEWELL	MAY PLANNING & ZONING	915.00
STREICHER'S INC	WEST UNIFORM PURCHASE	39.99
STRUCTURAL MATERIALS INC	JUN 1600 CONCRETE WHITE PIGMEN	107.00
STRUCTURAL MATERIALS INC	JUN 3/8" REBAR DOG PARK PROJ	12.20
STRUCTURAL MATERIALS INC	JUN 3/8" REBAR DOG PARK PROJEC	85.40
KEVIN J SWENSON	GOLF CAMP	3,168.00
3 D SPECIALTIES	MAY KLEEN BREAK SIGN POST MOUN	955.36
TIME CLOCK PLUS	TIME CLOCK PLUS 2021 SUBSCRIP	4,032.78
USABLE LIFE	JULY LIFE INSURANCE	81.40
VERIZON WIRELESS	CELL/AIR SERVICE MAY 2-JUNE 1	945.05
VERIZON WIRELESS	JULY CELL PHONE EXPENSE	40.01
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/01F020661	778,836.82-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/35563PSEO	122.05-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/3620AUSK1	.01-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/3620A7UT0	4.24-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/91282CCB5	253,154.28-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/91282CCF6	698,157.31-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVESTMENTS - JUN	3,460,549.42
WORKSRIGHT SOFTWARE, INC.	PER/RDI POSTAL CODING	255.00
WORKSRIGHT SOFTWARE, INC.	PER/SORT POSTAL CODING	3,250.00
WORKSRIGHT SOFTWARE, INC.	PER/ZIP4 POSTAL CODING	3,250.00
	F U N D T O T A L	1,981,274.35

P.A. General

FERGUS HOME & HARDWARE	REFRIGERATOR PATIENT KITCHEN	889.98
SUMMIT COMPANIES	MONTHLY MONITORING -JUN	32.50
SUMMIT COMPANIES	QTRLY FIRE ALARM INSPECTION	104.95
TIME CLOCK PLUS	TIME CLOCK PLUS 2021 SUBSCRIP	34.47
UGSTAD PLUMBING, INC.	BOILER/GEN CK 06/09/21	170.00
UGSTAD PLUMBING, INC.	BOILER/GEN CK 06/16/21	85.00
UGSTAD PLUMBING, INC.	JULY RETAINER FEE	125.00
	F U N D T O T A L	1,441.90

Regional Treatment Center-City Operated

OTTER TAIL POWER COMPANY	JUNE ELECTRICITY EXPENSE	239.50
	F U N D T O T A L	239.50

Public Library

BAKER & TAYLOR INC	ADULT BOOKS	214.53
BAKER & TAYLOR INC	OFFICE SUPPLIES	6.06
DEMCO EDUCATIONAL CORP	OFFICE SUPPLIES	614.02
VICTOR LUNDEEN COMPANY	OFFICE SUPPLIES	48.71
MEDTOX LABORATORIES INC	MAY PRE-EMPLOY DRUG SCREENS	125.64
OTTER TAIL POWER COMPANY	JUNE ELECTRICITY EXPENSE	1,585.95
PUBLIC UTILITIES DEPARTMENT	JUNE PUBLIC UTILITIES	312.59
TIME CLOCK PLUS	TIME CLOCK PLUS 2021 SUBSCRIP	792.77
VIKING LIBRARY SYSTEM	PATRON LIBRARY CARDS	84.50
	F U N D T O T A L	3,784.77

Bigwood Event Center

GREAT PLAINS NATURAL GAS CO	JUNE NATURAL GAS EXPENSE	47.29
OTTER TAIL POWER COMPANY	JUNE ELECTRICITY EXPENSE	2,240.77

Bigwood Event Center

PUBLIC UTILITIES DEPARTMENT	APRIL PUBLIC UTILITIES	304.55
PUBLIC UTILITIES DEPARTMENT	JUNE PUBLIC UTILITIES	282.16
PUBLIC UTILITIES DEPARTMENT	MARCH PUBLIC UTILITIES	231.60
PUBLIC UTILITIES DEPARTMENT	MAY PUBLIC UTILITIES	306.09
	F U N D T O T A L	3,412.46

T.I. #IV-10/CDS Development, LLC

SUNSET RIDGE APARTMENTS OF	SEMI-ANNUAL PAYMENT/PRINCIPAL	43,263.18
	F U N D T O T A L	43,263.18

T.I. #IV-8/Eisenhower Property

LUTHERAN BRETHERN HOMES	SEMI-ANNUAL PAYMENT/INTEREST	1,762.13
	F U N D T O T A L	1,762.13

T.I. IV-9/Lutheran Brethren Homes Inc

LUTHERAN BRETHERN WOODLAND	SEMI-ANNUAL PAYMENT/PRINCIPAL	7,168.59
	F U N D T O T A L	7,168.59

T.I. #IV-7/Kaddatz Hotel

KADDATZ ARTISTS LOFTS LIMITED	SEMI-ANNUAL PAYMENT/INTEREST	2,449.05
	F U N D T O T A L	2,449.05

T.I. #VIII-1

SOMERSET APARTMENTS LLP	SEMI-ANNUAL PAYMENT/PRINCIPAL	7,385.47
	F U N D T O T A L	7,385.47

Capital Improvement

ANDERSON LAND SURVEYING, INC	BOUNDARY SURVEY & CERTIFICATE	2,000.00
BOLTON & MENK INC	DOWNTOWN RIVERFRONT PHASE I	8,672.50
BOLTON & MENK INC	UNION AVE MILL & OVERLAY	16,000.00
COMSTOCK CONSTRUCTION INC	PAY APP. NO. 1	217,637.46
INTERSTATE ENGINEERING INC.	SERVICES FROM 04/01-06/19/21	13,045.68
INTERSTATE ENGINEERING INC.	SERVICES FROM 10/20/20-5/1/21	13,055.00
R L LARSON EXCAVATING INC	PAY APP NO. 3	17,450.79
MOORE ENGINEERING INC	PRO SVCS/BURLINGTON AVENUE	4,607.50
MOORE ENGINEERING INC	WTP RISK ASSESSMENT	7,500.00
UGSTAD PLUMBING, INC.	CLEAN WATER LINES, ROOSEVELT P.	638.57
	F U N D T O T A L	300,607.50

Liquor Store

ALEXANDRIA FREIGHT SERVICE INC	JUNE/FREIGHT	86.40
THE AMERICAN BOTTLING COMPANY	JUNE/MIX	299.19
APPRIZE TECHNOLOGY SOLUTIONS	JUNE ADMIN FEE	114.96
ARCTIC GLACIER USA INC	JUNE/ICE #3605116708	184.90
ARCTIC GLACIER USA INC	JUNE/ICE #3607117508	372.40
ARCTIC GLACIER USA INC	JUNE/ICE #3607117511	77.00
ARCTIC GLACIER USA INC	JUNE/ICE #353103918	261.80
ARCTIC GLACIER USA INC	JUNE/ICE #353104895	191.10
ARCTIC GLACIER USA INC	JUNE/ICE #3605116719	56.00
ARCTIC GLACIER USA INC	JUNE/ICE #3605116806	45.90
ARTISAN BEER COMPANY	JUNE/BEER	2,059.58
BELLBOY CORPORATION	JUNE/LIQUOR	3,375.20
BELLBOY CORPORATION	JUNE/MISC PURCHASE-COOLERS	53.00
BELLBOY CORPORATION	JUNE/MIX	242.45
BELLBOY CORPORATION	JUNE/WINE	1,120.00
BEVERAGE WHOLESALERS INC	JUNE/BEER	67,726.02

Liquor Store

BEVERAGE WHOLESALERS INC	JUNE/LIQUOR	657.00
BEVERAGE WHOLESALERS INC	JUNE/MIX	486.60
BEVERAGE WHOLESALERS INC	JUNE/WINE	220.80
BRAUN VENDING INC	JUNE/SUPPLIES-WATER	50.00
BREAKTHRU BEVERAGE MINNESOTA	JUNE/BEER	903.75
BREAKTHRU BEVERAGE MINNESOTA	JUNE/FREIGHT	356.36
BREAKTHRU BEVERAGE MINNESOTA	JUNE/LIQUOR	16,613.95
BREAKTHRU BEVERAGE MINNESOTA	JUNE/MIX	1,176.65
BREAKTHRU BEVERAGE MINNESOTA	JUNE/WINE	3,495.03
CARLOS CREEK WINERY	JUNE/WINE	3,087.00
CAYAN	JUNE 2021 MONTHLY SERVICE FEE	160.74
VIKING COCA-COLA BOTTLING CO	JUNE/MIX	857.25
COOPERS TECHNOLOGY GROUP	JUNE CALCULATOR INK ROLLER	9.14
COOPERS TECHNOLOGY GROUP	JUNE POCKET FILE FOLDERS	2.12
COOPERS TECHNOLOGY GROUP	JUNE REDI-SEAL CATALOG ENVELOP	3.10
COPPER TRAIL BREWING CO	JUNE/BEER	476.55
DACOTAH PAPER CO	JUNE/SUPPLIES-BAGS	166.58
DISGRUNTLED BREWERY LLC	JUNE/BEER	498.00
DRUMCONRATH BREWING COMPANY	JUNE/BEER	239.25
FERGUS BREWING COMPANY LLC	JUNE/BEER	1,036.80
GREAT PLAINS NATURAL GAS CO	JUNE NATURAL GAS EXPENSE	24.58
H BOYD NELSON INC	JUNE/BEER	99,796.31
H BOYD NELSON INC	JUNE/MIX	1,077.00
JOHNSON BROTHERS LIQUOR CO	JUNE/BEER	171.50
JOHNSON BROTHERS LIQUOR CO	JUNE/FREIGHT	840.08
JOHNSON BROTHERS LIQUOR CO	JUNE/LIQUOR	35,258.37
JOHNSON BROTHERS LIQUOR CO	JUNE/MIX	555.30
JOHNSON BROTHERS LIQUOR CO	JUNE/WINE	9,079.20
THE MCKINNON COMPANY INC	JUNE/MIX-RED BULL	35.90
OTTER TAIL POWER COMPANY	JUNE ELECTRICITY EXPENSE	3,801.51
PHILLIPS WINE AND SPIRITS CO	JUNE/FREIGHT	520.36
PHILLIPS WINE AND SPIRITS CO	JUNE/LIQUOR	15,053.87
PHILLIPS WINE AND SPIRITS CO	JUNE/MIX	621.00
PHILLIPS WINE AND SPIRITS CO	JUNE/WINE	9,592.12
PUBLIC UTILITIES DEPARTMENT	JUNE PUBLIC UTILITIES	472.85
SOUTHERN GLAZER'S OF MN	JUNE/FREIGHT	455.25
SOUTHERN GLAZER'S OF MN	JUNE/LIQUOR	20,018.75
SOUTHERN GLAZER'S OF MN	JUNE/MIX	155.60
SOUTHERN GLAZER'S OF MN	JUNE/WINE	3,312.00
SUMMIT COMPANIES	QUARTERLY MONITORING SERVICE	75.00
TIME CLOCK PLUS	TIME CLOCK PLUS 2021 SUBSCRIP	620.42
TOTAL REGISTER SYSTEMS	FTP MONTHLY SERVICE	32.36
WINE MERCHANTS INC	JUNE/FREIGHT	4.84

Liquor Store

WINE MERCHANTS INC	JUNE/WINE	584.00
	F U N D T O T A L	308,920.74

Refuse Disposal

ADMINISTRATOR'S CONTINGENCY FD	2021 ND WASTE TRANSPORT FEE	25.00
APPRIZE TECHNOLOGY SOLUTIONS	JUNE ADMIN FEE	114.98
COOPERS TECHNOLOGY GROUP	JUNE POCKET FILE FOLDERS	1.45
COOPERS TECHNOLOGY GROUP	JUNE REDI-SEAL CATALOG ENVELOP	2.13
WASTE MANAGEMENT	06/01-06/15/21 PRO SERVICES	5,522.42
EQUIPMENT FUND	JULY EQUIPMENT RENT	40,231.42
FASTENAL COMPANY	JUN REFUSE SAFETY VENDING	30.75
HOME DEPOT CREDIT SERVICES	JUN 18V DEWALT BATTERY FOR GRE	109.00
LAKES COUNTRY SERVICE COOP	MAY RANDOM DRUG SCREEN	29.50
METRO SALES, INC	05/18-06/17/21 COPIER RENT	14.33
OTTER TAIL POWER COMPANY	JUNE ELECTRICITY EXPENSE	160.26
PUBLIC UTILITIES DEPARTMENT	JUNE PUBLIC UTILITIES	94.96
REFUSE DISPOSAL FUND	2020 POSTCLOSURE CARE COSTS	124,337.61-
TIME CLOCK PLUS	TIME CLOCK PLUS 2021 SUBSCRIP	310.21
	F U N D T O T A L	77,691.20-

Sewage Treatment

APPRIZE TECHNOLOGY SOLUTIONS	JUNE ADMIN FEE	114.98
BERGANKDV, LTD	2020 AUDIT EXPENSE	1,150.00-
COOPERS TECHNOLOGY GROUP	JUNE POCKET FILE FOLDERS	2.35
COOPERS TECHNOLOGY GROUP	JUNE REDI-SEAL CATALOG ENVELOP	3.42
COSSETTE ELECTRIC LLC	JUN REPLACE HOUR METERS FOR PU	214.24
WASTE MANAGEMENT	06/01-06/15/21 WASTE DISPOSAL	408.95
EQUIPMENT FUND	JULY EQUIPMENT RENT	12,843.84
FASTENAL COMPANY	JUN SEWER SAFETY VENDING	28.88
FLEXIBLE PIPE TOOL COMPANY	JUN REPAIR ARIES CAMERA	612.56
GOODIN COMPANY	JUNE BACKFLOW PREVENTOR	732.48
GREAT PLAINS NATURAL GAS CO	JUNE NATURAL GAS EXPENSE	536.20
HAWKINS INC	APR TUBING CONNECTOR INSTALLED	152.00

Sewage Treatment

HOME DEPOT CREDIT SERVICES	JUN 11" TABLE FAN (MARCIA)	29.98
LAKE REGION ELECTRIC COOP	MAY ELECTRICITY EXPENSE	196.07
MACQUEEN EQUIPMENT INC	JUN RIPSAW HD #10.0 (DARYL)	333.34
METRO SALES, INC	05/18-06/17/21 COPIER RENT	14.33
OTTER TAIL POWER COMPANY	JUNE ELECTRICITY EXPENSE	10,584.26
PUBLIC UTILITIES DEPARTMENT	JUNE PUBLIC UTILITIES	2,445.22
RMB ENVIRONMENTAL LABORATORIES	JUNE ANALYSIS	981.00
TIME CLOCK PLUS	TIME CLOCK PLUS 2021 SUBSCRIP	206.81
	F U N D T O T A L	29,290.91

Water

APPRIZE TECHNOLOGY SOLUTIONS	JUNE ADMIN FEE	114.98
CENTRAL SPECIALTIES, INC.	JUNE HOTMIX, MOBILIZATION	1,800.00
COOPERS TECHNOLOGY GROUP	JUNE POCKET FILE FOLDERS	2.13
COOPERS TECHNOLOGY GROUP	JUNE REDI-SEAL CATALOG ENVELOP	3.11
COOPERS TECHNOLOGY GROUP	JUNE SUPPLIES-COLOR PAPER	11.89
COSSETTE ELECTRIC LLC	JUNE CHANGE 15A RECEPTACLE	84.00
COSSETTE ELECTRIC LLC	JUNE REPLACED PUMP #3 VFD	5,587.72
EQUIPMENT FUND	JULY EQUIPMENT RENT	3,956.50
FASTENAL COMPANY	JUN WATER SAFETY VENDING	30.85
FERGUSON WATERWORKS #2516	JUN 2" CURB BOX REPAIR TOPS	535.03
FERGUSON WATERWORKS #2516	JUN 2" MACH10 R900I USG METER	1,004.32
FERGUSON WATERWORKS #2516	JUN 5/8" R900I METER REGISTERS	1,222.45
GREAT PLAINS NATURAL GAS CO	JUNE NATURAL GAS EXPENSE	730.02
HAWKINS INC	JUNE SWITCH OVER MODULE	614.11
HOME DEPOT CREDIT SERVICES	JUN SMALL EQUIPMENT UTILITIES	58.91
HOME DEPOT CREDIT SERVICES	JUN WALL PLATE/OUTLET (WTP)	3.44
METRO SALES, INC	05/18-06/17/21 COPIER RENT	14.33
MIDWEST PRINTING COMPANY	JUNE/34,000 PRE-SORT ENVELOPES	1,895.00
OTTER TAIL POWER COMPANY	JUNE ELECTRICITY EXPENSE	7,017.51
PUBLIC UTILITIES DEPARTMENT	JUNE PUBLIC UTILITIES	166.93
RMB ENVIRONMENTAL LABORATORIES	JUNE 2ND HALF BACT. MONITORING	125.00
TIME CLOCK PLUS	TIME CLOCK PLUS 2021 SUBSCRIP	344.68
VERIZON WIRELESS	JULY CELL PHONE EXPENSE	89.18
	F U N D T O T A L	25,412.09

Storm Water

COSSETTE ELECTRIC LLC	JUN CHANGE BREAKER AT STORM	385.63
EQUIPMENT FUND	JULY EQUIPMENT RENT	8,449.08
FLEXIBLE PIPE TOOL COMPANY	JUN REPAIR ARIES CAMERA	204.19
OTTER TAIL POWER COMPANY	JUNE ELECTRICITY EXPENSE	130.70
	F U N D T O T A L	9,169.60

Equipment

AUTO VALUE - FERGUS FALLS	JUN AIR FILTER UNIT 499	11.28
AUTO VALUE - FERGUS FALLS	JUN AIR FILTER UNIT 956	13.73
AUTO VALUE - FERGUS FALLS	JUN AIR FILTERS UNIT 954	42.13
AUTO VALUE - FERGUS FALLS	JUN ALT CORE CREDIT	49.38-
AUTO VALUE - FERGUS FALLS	JUN ALTERNATOR UNIT 27	163.37
AUTO VALUE - FERGUS FALLS	JUN BLACK PANEL RETAINERS	13.47
AUTO VALUE - FERGUS FALLS	JUN BRAKE CONTROL HARNESS U-16	16.99
AUTO VALUE - FERGUS FALLS	JUN BRAKE LINE FITTINGS U-461	5.17
AUTO VALUE - FERGUS FALLS	JUN BRAKE MASTER CYL CEMENT TR	111.99
AUTO VALUE - FERGUS FALLS	JUN BRAKE PARTS UNIT 461	29.58
AUTO VALUE - FERGUS FALLS	JUN BRASS FITTING CEMENT TRAIL	3.49
AUTO VALUE - FERGUS FALLS	JUN CRC BATTERY TERMINAL PROTE	8.99
AUTO VALUE - FERGUS FALLS	JUN CREDIT PART NOT DELIVERED	7.89-
AUTO VALUE - FERGUS FALLS	JUN DEXRON VI ATF U-39	41.93
AUTO VALUE - FERGUS FALLS	JUN DIE-CAST 7 WAY TRAILER CON	16.99
AUTO VALUE - FERGUS FALLS	JUN DOT 3 BRAKE FLUID (SHOP)	5.99
AUTO VALUE - FERGUS FALLS	JUN ELECTRICAL TAPE (SHOP)	6.49
AUTO VALUE - FERGUS FALLS	JUN FEMALE JIC HYD FITTING	15.78
AUTO VALUE - FERGUS FALLS	JUN FEMALE JIC HYD FITTINGS	15.78
AUTO VALUE - FERGUS FALLS	JUN GATES HYD FITTING (STOCK)	7.89
AUTO VALUE - FERGUS FALLS	JUN GATES HYD FITTINGS U-50	23.18
AUTO VALUE - FERGUS FALLS	JUN HEADLIGHT BULB UNIT 81	23.98
AUTO VALUE - FERGUS FALLS	JUN HOSE COUPLER FITTING (STK)	2.18
AUTO VALUE - FERGUS FALLS	JUN J B KWICK METAL EPOXY	5.49
AUTO VALUE - FERGUS FALLS	JUN LIGHT GROMMET U-242	1.79
AUTO VALUE - FERGUS FALLS	JUN OIL FILTER UNIT 2091	3.23
AUTO VALUE - FERGUS FALLS	JUN RUBBER LIGHT GROMMET U-242	1.79
AUTO VALUE - FERGUS FALLS	JUN SPARK PLUG SOCKET	4.49
AUTO VALUE - FERGUS FALLS	JUN SPARK PLUGS UNIT 43	129.90
AUTO VALUE - FERGUS FALLS	JUN STOCK AIR FILTER	10.69
AUTO VALUE - FERGUS FALLS	JUN STOCK AIR FILTERS	137.08

Equipment

AUTO VALUE - FERGUS FALLS	JUN STOCK FILTERS	40.89
AUTO VALUE - FERGUS FALLS	JUN STOCK HYD FILTER	51.93
AUTO VALUE - FERGUS FALLS	JUN STOCK PARTS ORDER	158.96
AUTO VALUE - FERGUS FALLS	JUN STOCK 10AMP ATC FUSES	5.45
AUTO VALUE - FERGUS FALLS	JUN SUN YELLOW TOUCH UP PAINT	17.98
AUTO VALUE - FERGUS FALLS	JUN TOGGLE SWITCH (STOCK)	11.99
AUTO VALUE - FERGUS FALLS	JUN TRANS FILTER KIT U-39	33.99
AUTO VALUE - FERGUS FALLS	JUN 10 AMP ATC FUSES (STOCK)	5.45
AUTO VALUE - FERGUS FALLS	JUN 12" ROUND CONVEX MIRROR	54.99
AUTO VALUE - FERGUS FALLS	JUN 2032 BATTERIES (SHOP)	7.98
AUTO VALUE - FERGUS FALLS	JUN 3/8-24 INVERTED FLARE FITT	2.65
AUTO VALUE - FERGUS FALLS	JUN 7 POLE RV BLADE TRAILER CO	18.98
BERTS TRUCK EQUIPMENT OF MHD	JUN MAXON LIFT GATE UNIT 63	2,056.22
COATINGS UNLIMITED LLC	JUN PREP & COAT PARK SHOP BAY	6,336.00
CODE 4 SERVICES INC	2084 TEAR DOWN	467.50
CODE 4 SERVICES INC	2097 SETUP	2,791.23
COOPERS TECHNOLOGY GROUP	JUNE POCKET FILE FOLDERS	1.28
COOPERS TECHNOLOGY GROUP	JUNE REDI-SEAL CATALOG ENVELOP	1.74
COSSETTE ELECTRIC LLC	JUN REPLACE BAD RECEPTACLES/AD	554.19
EQUIPMENT FUND	ADVANCE-GOLF CRS BOBCAT 5600T	13,200.00-
EQUIPMENT FUND	JULY EQUIPMENT RENT	1,688.67
EQUIPMENT FUND	RECEIPT JULY EQUIPMENT RENT	175,070.42-
FARGO FREIGHTLINER	JUN PARTICULATE FILTER CLAMP	100.84
FARGO FREIGHTLINER	JUN PARTICULATE FILTER/CLAMPS	1,179.21
FARGO FREIGHTLINER	JUN RETURN PTF CLAMPS/CORES	1,073.94-
FASTENAL COMPANY	JUN FLEET SAFETY VENDING	88.72
FASTENAL COMPANY	JUN SHOP SUPPLY VENDING	56.48
NAPA AUTO PARTS - FERGUS FALLS	JUN HEADLAMP DIMMER SWITCH U49	48.33
NAPA AUTO PARTS - FERGUS FALLS	JUN HYD HOSE FITTING	9.33
GOIN' POSTAL FERGUS FALLS	JUN FREIGHT CHARGE GLOBAL AND	23.84
HOME DEPOT CREDIT SERVICES	JUN BUTANE REFILL CYL (SHOP)	4.87
HOME DEPOT CREDIT SERVICES	JUN SHOP SINK PLUMBING PARTS	187.54
HOME DEPOT CREDIT SERVICES	JUN TOOL BOX FOR CEMENT TRAILER	40.92
HOME DEPOT CREDIT SERVICES	JUN 20V DEWALT BATTERIES	149.00
INTERSTATE BATTERY SYSTEM	JUN 31-MHD BATTERIES (STK)	239.90
KNUTSON ELECTRIC REBUILDING	JUN DIAG/REPAIR MOTOR U-499	90.00
LAKEWAY EXPRESS LLC	JUN NON-OXYGENATED FUEL JASON	65.37
MTI DISTRIBUTING INC	JUN SWELL-LATCH UNITS 957/958	104.36
OLSON OIL COMPANY INC	JUN #2 PREMIUM W/ADDITIVE SHOP	18,453.78
OLSON OIL COMPANY INC	JUN PREM DIESEL DELAGOON	1,402.58
OLSON OIL COMPANY INC	JUN PREM RED DIESEL (LANDFILL)	2,723.43
O'REILLY AUTOMOTIVE INC	JUN CATALEAN CLEANER U-43	26.99
OTTER TAIL POWER COMPANY	JUNE ELECTRICITY EXPENSE	1,240.39

Equipment

OTTER TAIL TIRE INC	JUN LT225/75R17 HT2 TIRES U-81	112.18
PUBLIC UTILITIES DEPARTMENT	JUNE PUBLIC UTILITIES	641.72
ROYAL TIRE INC	JUN FS TRANS HT2 LT225/75R17	560.90
SWANSTON EQUIPMENT CO	JUN CREDIT FOR RETURNED HYD FI	226.77-
SWANSTON EQUIPMENT CO	JUN REMAN VALVE UNIT 484	521.24
SWANSTON EQUIPMENT CO	JUN SHAFT/HUB/BRAKES UNIT 239	1,480.86
TIME CLOCK PLUS	TIME CLOCK PLUS 2021 SUBSCRIP	137.86
WALLWORK TRUCK CENTER F.F.	JUN CREDIT RETURN TRANS FLUID	542.58-
WALLWORK TRUCK CENTER F.F.	JUN DOT AIR LINE FITTINGS 1/4"	27.96
WALLWORK TRUCK CENTER F.F.	JUN TRANSYND TRANS FLUID	542.58
WALLWORK TRUCK CENTER F.F.	JUN TRANSYND TRANS FLUID U-225	271.29
WALLWORK TRUCK CENTER F.F.	JUN WATER PUMP KIT UNIT 225	183.06
WALLWORK TRUCK CENTER F.F.	JUN 15' BLUE COILED AIR HOSE	33.58
ZIEGLER INC.	JUN SEAT TILT SEAL KIT U-296	50.83
	F U N D T O T A L	144,188.13-

Employees Insurance

SUN LIFE FINANCIAL	JULY LIFE INSURANCE	2,863.07
	F U N D T O T A L	2,863.07

Flexible Benefit Agency

MII LIFE INCORPORATED	2021 FLEX PLAN REIMB	116.44-
	F U N D T O T A L	116.44-

Landfill Escrow Agency

REFUSE DISPOSAL FUND	2020 POSTCLOSURE CARE COSTS	124,337.61
	F U N D T O T A L	124,337.61

PEG Access

BERGANKDV, LTD	2020 AUDIT EXPENSE	1,875.00
BCBS OF MN & BLUE PLUS	AUGUST HEALTH INSURANCE	450.76
BCBS OF MN & BLUE PLUS	JULY HEALTH INSURANCE	450.76
BCBS OF MN & BLUE PLUS	SEPTEMBER HEALTH INSURANCE	450.76
CHARTER COMMUNICATIONS	04/26-05/25/21 CABLE	8.89
CHARTER COMMUNICATIONS	05/26-06/25/21 CABLE	8.89
CINCINNATI INSURANCE COMPANY	2021 COMMERCIAL PKG INSTALLMT	386.00
CINCINNATI INSURANCE COMPANY	2021 WORKERS' COMP INSTALLMENT	102.00
DAILY JOURNAL	APRIL/KIDS SCOOP-BASKETBALL PG	54.00
DAILY JOURNAL	APRIL/KIDS SCOOP-FFSP FFSS	96.00
DAILY JOURNAL	MAY/KIDS SCOOP-FFSP FFSS	120.00
OTTER TAIL POWER COMPANY	JUNE ELECTRICITY EXPENSE	110.25
SUMMIT COMPANIES	QUARTERLY MONITORING SERVICE	75.00
	F U N D T O T A L	4,188.31

Fergus Falls Convention and Visitor's Bureau, Inc.

ADVENTURE CYCLING ASSOCIATION	JUNE ADVENTURE CYCLIST	780.00
ADVENTURE CYCLING ASSOCIATION	MAY ADVENTURE CYCLIST/WEB AD	1,256.00
AMP INSURANCE	RENEW PD&O COVERAGE	1,125.00
BERGANKDV, LTD	2020 AUDIT EXPENSE	1,875.00
GREENSPRING MEDIA GROUP	ROS ADS ON MN MO WEB	900.00
GREENSPRING MEDIA GROUP	ULTIMATE TRAVEL GUIDE	1,545.00
HOUR MEDIA	AAA BICYCLE EDITION	500.00
MSP COMMUNICATIONS	ROS ADS & AIM EMAIL	3,975.00
OTTER TAIL POWER COMPANY	CITY OF FF DOWNTOWN BANNERS	176.06
STAR PUBLICATIONS LLC	LAKE WOBEGON/CLT MAPS	325.00
STAR TRIBUNE	MN EXPLORER LISTING	290.00
	F U N D T O T A L	12,747.06
	T O T A L A L L F U N D S	2,647,722.52

BE IT FURTHER RESOLVED, THAT THE CITY ADMINISTRATOR BE, AND HE HEREBY IS AUTHORIZED AND DIRECTED TO DRAW WARRANTS FOR THE ABOVE CLAIMS FROM THE RESPECTIVE FUNDS AS HEREIN INDICATED, AND THAT THE MAYOR AND CITY ADMINISTRATOR BE, AND THEY HEREBY ARE, AUTHORIZED TO EXECUTE AND DELIVER SUCH WARRANTS.

THE ABOVE AND FOREGOING RESOLUTION WAS OFFERED AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 06 DAY OF JULY BY ALDERMAN WHO MOVED ITS ADOPTION, WAS SECONDED BY ALDERMAN AND ADOPTED BY THE FOLLOWING VOTE:

AYES:

NAYS:

ABSTAIN:

ABSENT:

WHEREUPON THE ABOVE RESOLUTION WAS DULY DECLARED ADOPTED.

ATTEST:

APPROVED:

CITY ADMINISTRATOR

MAYOR

7/06/2021

R E S O L U T I O N R E C O R D

ARC DOCUMENT SOLUTIONS LLC	199.70
ADMINISTRATOR'S CONTINGENCY FD	440.00
ADVANCED CAPITAL GROUP INC	7,500.00
ADVENTURE CYCLING ASSOCIATION	2,036.00
AGGREGATE INDUSTRIES MGMT, INC	452.50
ALEXANDRIA FREIGHT SERVICE INC	86.40
AMP INSURANCE	1,125.00
THE AMERICAN BOTTLING COMPANY	299.19
ANDERSON LAND SURVEYING, INC	2,000.00
SEAN ANDERSON	428.64
APPRIZE TECHNOLOGY SOLUTIONS	459.90
ARCTIC GLACIER USA INC	1,189.10
ARTISAN BEER COMPANY	2,059.58
AUTO VALUE - FERGUS FALLS	1,228.81
AVENU INSIGHTS & ANALYTICS	6,414.02
AVESIS THIRD PARTY ADMIN INC	6.54
BAKER & TAYLOR INC	220.59
BELLBOY CORPORATION	4,790.65
BERGANKDV, LTD	2,600.00
BERTS TRUCK EQUIPMENT OF MHD	2,056.22
BEVERAGE WHOLESALERS INC	69,090.42
BEYER BODY SHOP, INC.	450.00
BCBS OF MN & BLUE PLUS	1,352.28
BOLTON & MENK INC	24,672.50
BRAUN VENDING INC	50.00
BREAKTHRU BEVERAGE MINNESOTA	22,545.74
CARLOS CREEK WINERY	3,087.00
CAYAN	160.74
A CENTER FOR THE ARTS	1,875.00
CENTRAL LAKES COLLEGE	250.00
CENTRAL SPECIALTIES, INC.	1,800.00
CHARTER COMMUNICATIONS	140.74
CINCINNATI INSURANCE COMPANY	488.00
CLIMATE CONTROL INC	260.00
COATINGS UNLIMITED LLC	6,336.00
VIKING COCA-COLA BOTTLING CO	857.25
CODE 4 SERVICES INC	3,258.73
COMSTOCK CONSTRUCTION INC	217,637.46
COOPERS TECHNOLOGY GROUP	278.83
COPPER TRAIL BREWING CO	476.55
COSSETTE ELECTRIC LLC	6,825.78
D ERVASTI SALES CO LLC	4,516.21
DACOTAH PAPER CO	1,258.59
DAILY JOURNAL	270.00
WASTE MANAGEMENT	5,931.37
DEMCO EDUCATIONAL CORP	614.02
TOTAL OTHER VENDORS	410,076.05

7/06/2021

R E S O L U T I O N R E C O R D

DEPT. OF MOTOR VEHICLE	8,331.50
DISGRUNTLED BREWERY LLC	498.00
DOG-ON-IT PARKS INC	3,323.60
DRUMCONRATH BREWING COMPANY	239.25

TOTAL OTHER VENDORS	422,468.40
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4M FUND	60.20
FARGO FREIGHTLINER	206.11
FASTENAL COMPANY	310.31
FERGUS BREWING COMPANY LLC	1,036.80
FERGUS HOME & HARDWARE	959.97
FERGUSON WATERWORKS #2516	2,761.80
FIRE SAFETY USA, INC	645.00
FLEXIBLE PIPE TOOL COMPANY	816.75
GALLS LLC	1,873.04
NAPA AUTO PARTS - FERGUS FALLS	57.66
GOIN' POSTAL FERGUS FALLS	23.84
GOODIN COMPANY	732.48
GRAND FORKS FIRE EQUIPMENT LLC	22.02
GREAT PLAINS NATURAL GAS CO	1,468.03
GREENSPRING MEDIA GROUP	2,445.00
H BOYD NELSON INC	100,873.31
HAWKINS INC	766.11
HOME DEPOT CREDIT SERVICES	1,133.05
HOOR MEDIA	500.00
INNOVATIVE OFFICE SOLUTIONS	179.72
INTERSTATE BATTERY SYSTEM	239.90
INTERSTATE ENGINEERING INC.	26,100.68
JOHNSON BROTHERS LIQUOR CO	45,904.45
CHRIS JOHNSON	157.46
JUST ADD WATER	39.90
KADDATZ ARTISTS LOFTS LIMITED	2,449.05
KNUTSON ELECTRIC REBUILDING	90.00
LAKE REGION ELECTRIC COOP	1,530.09
LAKES COUNTRY SERVICE COOP	118.00
LAKEWAY EXPRESS LLC	65.37
J.H. LARSON ELECTRICAL COMPANY	184.32
R L LARSON EXCAVATING INC	17,450.79
LOCATORS & SUPPLIES INC	59.95
VICTOR LUNDEEN COMPANY	3,339.62
LUTHERAN BRETHERN HOMES	1,762.13
LUTHERAN BRETHERN WOODLAND	7,168.59
MII LIFE INCORPORATED	116.44-
MSP COMMUNICATIONS	3,975.00
MTI DISTRIBUTING INC	104.36

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R E S O L U T I O N R E C O R D

MACQUEEN EQUIPMENT INC	333.34
MARCO-FARGO	374.96
THE MCKINNON COMPANY INC	35.90
MEDTOX LABORATORIES INC	691.02
METRO SALES, INC	193.74
MIDWEST PRINTING COMPANY	1,895.00
MINN-DAKOTA/OTTER TAIL COACHES	82.00
MN FIRE SVC CERTIFICATION	290.00
MINNKOTA ENVIROSERVICES INC	33.00
MOORE ENGINEERING INC	12,107.50
NARDINI FIRE EQUIPMENT CO INC	289.50
NORTH COUNTRY LAWNS	1,563.50
NORTHWEST SIGNWORKS INC	960.34
NYCKLEMOE & ELLIG, P.A.	6,825.00
OLSON OIL COMPANY INC	22,579.79
O'REILLY AUTOMOTIVE INC	26.99
OTTER TAIL CO. HISTORICAL SOC.	2,875.00
OTC HUMANE SOCIETY INC	634.00
OTTER TAIL POWER COMPANY	55,096.67
OTTER TAIL TIRE INC	112.18
OTTER TRACK & FIELD	2,425.50
OVERHEAD DOOR CO	75.00
PHILLIPS WINE AND SPIRITS CO	25,787.35
POLICE DEPT CONTINGENCY FUND	1,307.47
POSTAGE BY PHONE	3,000.00
PRODUCTIVE ALTERNATIVES INC.	12,500.00
PUBLIC UTILITIES DEPARTMENT	8,981.66
RMB ENVIRONMENTAL LABORATORIES	1,106.00
PAUL R. RATZ	2,646.00

TOTAL OTHER VENDORS 814,791.23

ROYAL TIRE INC	560.90
SOMERSET APARTMENTS LLP	7,385.47
SOURCEWELL	915.00
SOUTHERN GLAZER'S OF MN	23,941.60
STAR PUBLICATIONS LLC	325.00
STAR TRIBUNE	290.00
STREICHER'S INC	39.99
STRUCTURAL MATERIALS INC	204.60
SUMMIT COMPANIES	287.45
SUN LIFE FINANCIAL	2,863.07
SUNSET RIDGE APARTMENTS OF	43,263.18
SWANSTON EQUIPMENT CO	1,775.33
KEVIN J SWENSON	3,168.00
3 D SPECIALTIES	955.36

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R E S O L U T I O N R E C O R D

TIME CLOCK PLUS	6,480.00
TOTAL REGISTER SYSTEMS	32.36
UGSTAD PLUMBING, INC.	1,018.57
USABLE LIFE	81.40
VERIZON WIRELESS	1,074.24
VIKING LIBRARY SYSTEM	84.50
WALLWORK TRUCK CENTER F.F.	515.89
WELLS FARGO - INVESTMENTS	1,730,274.71
WINE MERCHANTS INC	588.84
WORKSRIGHT SOFTWARE, INC.	6,755.00
ZIEGLER INC.	50.83

TOTAL OTHER VENDORS 2,647,722.52

TOTAL ALL VENDORS 2,647,722.52