



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

Invocation – Pastor Doug Dent, Federated Church
Pledge of Allegiance

- A. Call to Order
- B. Roll Call
- C. Approval of the Agenda
- D. Public Hearings
 - 1. ADA Transition Plan public hearing
 - a. Resolution adopting the city's ADA Transition Plan
- E. Awarding of Bids
 - 1. Resolution awarding the granular import quote to Barry Construction Inc. (BCI) in the amount of \$33,348.28 for the NP Park improvement project
 - 2. Resolution awarding the storm sewer improvement quote to Barry Construction Inc. (BCI) in the amount of \$14,569.62 for the NP Park improvement project
- F. Petitions and Communications
- G. Consent Agenda
 - 1. Motion approving the minutes from the November 15, 2021 City Council meeting and the open and closed minutes from the December 1, 2021 Committee of the Whole meeting
 - 2. Motion approving licenses
 - 3. Resolution waiving the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04
 - 4. Resolution designating election polling places for 2022
 - 5. Resolution approving budget adjustments
 - 6. Resolution approving a Conditional Use Permit to allow a used car lot in a B-2 zone at 128 S Tower Road as requested by Austin Hennen and recommended by the Planning Commission
 - 7. Resolution approving a preliminary and final plat for the Second Addition to Pebble Hills Estates as requested by Pebble Hills Corporation and recommended by the Planning Commission
 - 8. Resolution accepting the additional distribution of \$47,799.20 in American Rescue Plan funds
 - 9. Resolution accepting a \$250 donation from Otter Tail Power Company for the Fire Department
 - 10. Resolution approving a Local Convention and Tourism Agreement with Visit Fergus Falls and authorizing the Mayor and City Administrator to execute the agreement
 - 11. Resolution accepting the preliminary engineering report for PI 5958, the Campus View Addition

12. Resolution accepting the State of Minnesota Airport Maintenance and Operation Grant offer for state fiscal years 2022 and 2023
 13. Resolution authorizing the city to submit an application to participate in the First Children's Finance Rural Child Care Innovation Program
 14. Resolution accepting the amendment to the Glacial Edge Trail Master Plan and enter into a cooperative agreement with Otter Tail County for the Glacial Edge Trail
 15. Resolution directing staff to explore the construction of Alternate A in the plans for PI 5314, the Union and Lincoln Avenue street improvement project
 16. Resolution authorizing the submission of a FEMA Assistance to Fire Fighters Grant application for a new Self Contained Breathing Apparatus (SCBA) station compressor and a fixed and mobile fill station
- H. Ordinance and Resolutions
1. Second reading of Ordinance 20, Eighth Series, Amending the zoning map from R-1 to R-A for Timber Ridge Estates
 2. Resolution approving the LELS (Sergeants and Patrol) contract for 2022, 2023, and 2024
 3. Resolution approving the Supervisors and Professionals contract for 2022, 2023, and 2024
 4. Resolution approving the Teamsters contract for 2022, 2023, and 2024
 5. Resolution approving the Non-Union Employee wage increases for 2022, 2023 and 2024
- I. Presentation of Claims \$2,850,478.74
- J. Board, Committee and Department Reports
- K. Reports from Staff and Administrative Officers
1. 2022 Budget and Levy presentation (6 pm or later)
 - a. Public opportunity for comment on budget presentation
 - b. Resolution adopting the 2022 levy
 - c. Resolution adopting the 2022 budget
- L. Old Business/Unfinished Business
- M. New Business
- N. Miscellaneous Announcements
 December 15 7:00 am Committee of the Whole meeting
 December 20 5:30 pm City Council meeting
- O. Adjournment to closed meeting to discuss a real estate purchase offer as permitted under MN Statute 13D.05, subd 3(c)

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

Page 1 of 1

Meeting Date:

November 10, 2021 – Committee of the Whole
November 15, 2021 – City Council

Subject:

City of Fergus Fall's ADA Transition Plan

Recommendation:

- Set the ADA Transition Plan Public Hearing Date for December 6, 2021
- Appoint Senior Engineering Tech. & Sidewalk Program Coordinator as ADA Coordinator – Public Rights of Way

Background/Key Points:

As part of the funding process for potential Federal Aid Projects the City must have on file an approved "ADA Transition Plan" for its public rights of way. This plan identifies obstacles within the public Right of Way, how and when to fix them, and lists the responsible officials.

As a standard practice the City has always upgraded its infrastructure to meet the current ADA standards with every new construction, reconstruction project, and street resurfacing project it completes. However, MnDOT and Federal Agencies are now requiring that a written plan be in place in order for the City to receive Federal Funds for future projects.

The City Council must hold a public hearing on the ADA Transition Plan. I am requesting it be scheduled for the **December 6, 2021** City Council meeting. The Council also needs to appoint a city staff member as "ADA Coordinator – Public Rights of Way". I am recommending the Senior Engineering Tech. & Sidewalk Program Coordinator be appointed to this position.

Budgetary Impact:

General city staff time.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. – City Engineer

Attachments:

ADA Transition Plan – Version No. 1

CITY OF FERGUS FALLS

ADA TRANSITION PLAN

Version No. 1

NOVEMBER 2021

CITY OF FERGUS FALLS – ADA TRANSITION PLAN

Contents	1
Introduction	
Transition Plan Need and Purpose	2
ADA and its Relationship to Other Laws	2
Agency Requirements	3
Self-Evaluation	
Overview	4
Summary	4
Policies and Practices	
Previous Practices	5
Policy	5
Improvement Schedule	
Priority Areas	5
External Agency Coordination	6
Schedule	6
ADA Coordinator – Public Rights of Way	6
Implementation Schedule	
Methodology	6
Public Outreach	7
Grievance Procedure	7
Progress Monitoring	7
Appendices	8
A. Self-Evaluation Results	9
B. Schedule / Budget Information	10
C. Public Outreach	11
D. Grievance Procedure	12
E. Contact Information	15
F. Agency ADA Design Standards and Procedures	16
G. Glossary of Terms	18
Attachments	
1. Detailed Self-Evaluation Maps	
2. Capital Improvement Program	
3. ADA Accessibility Grievance Form	

CITY OF FERGUS FALLS – ADA TRANSITION PLAN

Introduction

Transition Plan Need and Purpose

The Americans with Disabilities Act (ADA), enacted on July 26, 1990, is a civil rights law prohibiting discrimination against individuals on the basis of disability. ADA consists of five titles outlining protections in the following areas:

1. Employment
2. State and local government services
3. Public accommodations
4. Telecommunications
5. Miscellaneous Provisions

Title II of ADA pertains to the programs, activities and services public entities provide. As a provider of public transportation services and programs, the City of Fergus Falls must comply with this section of the Act as it specifically applies to public service agencies. Title II of ADA provides that, "...no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity." ([42 USC. Sec. 12132](#); [28 CFR. Sec. 35.130](#))

As required by Title II of [ADA, 28 CFR. Part 35 Sec. 35.105 and Sec. 35.150](#), the City of Fergus Falls has conducted a self-evaluation of its facilities within public rights of way and has developed this Transition Plan detailing how the organization will ensure that all of those facilities are accessible to all individuals

ADA and its Relationship to Other Laws

Title II of ADA is companion legislation to two previous federal statutes and regulations: the [Architectural Barriers Acts of 1968](#) and [Section 504 of the Rehabilitation Act](#) of 1973.

The Architectural Barriers Act of 1968 is a Federal law that requires facilities designed, built, altered or leased with Federal funds to be accessible. The Architectural Barriers Act marks one of the first efforts to ensure access to the built environment.

Section 504 of the Rehabilitation Act of 1973 is a Federal law that protects qualified individuals from discrimination based on their disability. The nondiscrimination requirements of the law apply to employers and organizations that receive financial assistance from any Federal department or agency. Title II of ADA extended this coverage to all state and local government entities, regardless of whether they receive federal funding or not.

CITY OF FERGUS FALLS – ADA TRANSITION PLAN

Agency Requirements

Under Title II, the City of Fergus Falls must meet these general requirements:

- Must operate their programs so that, when viewed in their entirety, the programs are accessible to and useable by individuals with disabilities ([28 C.F.R. Sec. 35.150](#)).
- May not refuse to allow a person with a disability to participate in a service, program or activity simply because the person has a disability ([28 C.F.R. Sec. 35.130 \(a\)](#)).
- Must make reasonable modifications in policies, practices and procedures that deny equal access to individuals with disabilities unless a fundamental alteration in the program would result ([28 C.F.R. Sec. 35.130\(b\) \(7\)](#)).
- May not provide services or benefits to individuals with disabilities through programs that are separate or different unless the separate or different measures are necessary to ensure that benefits and services are equally effective ([28 C.F.R. Sec. 35.130\(b\)\(iv\) & \(d\)](#)).
- Must take appropriate steps to ensure that communications with applicants, participants and members of the public with disabilities are as effective as communications with others ([29 C.F.R. Sec. 35.160\(a\)](#)).
- Must designate at least one responsible employee to coordinate ADA compliance [[28 CFR Sec. 35.107\(a\)](#)]. This person is often referred to as the "ADA Coordinator." The public entity must provide the ADA coordinator's name, office address, and telephone number to all interested individuals [[28 CFR Sec. 35.107\(a\)](#)].
- Must provide notice of ADA requirements. All public entities, regardless of size, must provide information about the rights and protections of Title II to applicants, participants, beneficiaries, employees, and other interested persons [[28 CFR Sec. 35,106](#)]. The notice must include the identification of the employee serving as the ADA coordinator and must provide this information on an ongoing basis [[28 CFR Sec. 104.8\(a\)](#)].
- Must establish a grievance procedure. Public entities must adopt and publish grievance procedures providing for prompt and equitable resolution of complaints [[28 CFR Sec. 35.107\(b\)](#)]. This requirement provides for a timely resolution of all problems or conflicts related to ADA compliance before they escalate to litigation and/or the federal complaint process.

NOTE: This document has been created to specifically cover accessibility within the Public Rights of Way and does not include information on the City's programs, practices, or building facilities not related to Public Rights of Way.

CITY OF FERGUS FALLS – ADA TRANSITION PLAN

Self-Evaluation

Overview

The City of Fergus Falls is required, under Title II of the Americans with Disabilities Act (ADA) and 28CFR35.105, to perform a self-evaluation of its current transportation infrastructure policies, practices, and programs. This self-evaluation will identify what policies and practices impact accessibility and examine how the City implements these policies. The goal of the self-evaluation is to verify that, in implementing the City's policies and practices, the department is providing accessibility and not adversely affecting the full participation of individuals with disabilities.

The self-evaluation also examines the condition of the City's Pedestrian Circulation Route/Pedestrian Access Route) (PCR/PAR) and identifies potential need for PCR/PAR infrastructure improvements. This will include the sidewalks, curb ramps, bicycle/pedestrian trails, traffic control signals and transit facilities that are located within the City rights of way. Any barriers to accessibility identified in the self-evaluation and the remedy to the identified barrier are set out in this transition plan.

Summary

In 2020, the City of Fergus Falls examined its inventory of pedestrian facilities within its public right of way consisting of the evaluation of the following facilities:

- 44.68 miles of sidewalks
- 867 Intersection Quadrants (curb ramps)
- 9.10 miles of Bike Paths (paved trails – pedestrian use allowed)
- 52 traffic control signals (13 Intersections)
- 0 bus stops
- 0.78 miles of Bike Lanes (Signs and pavement markings)
- 8.37 miles of Bikeways (Signs but no pavement markings)

The City of Fergus Falls evaluated their curb ramps on a 1 – 3 rating system. The descriptions of these ratings for the intersection quadrants are as follows:

Curb Ramp Rating 1: Ramp(s) are fully compliant

Curb Ramp Rating 2: Ramp(s) are non-compliant

Curb Ramp Rating 3: No ramp exists at sidewalk and curb intersection

A detailed evaluation on how these facilities relate to ADA standards is found in Appendix A and will be updated periodically.

CITY OF FERGUS FALLS – ADA TRANSITION PLAN

Policies and Practices

Previous Practices

Since the adoption of the ADA, the City of Fergus Falls has striven to provide accessible pedestrian features as part of the City's capital improvement projects. As additional information was made available as to the methods of providing accessible pedestrian features, the City updated their procedures to accommodate these methods. The City has constructed its street improvement projects to be compliant with the ADA standards in effect at the time of construction or reconstruction.

Policy

The City of Fergus Falls goal is to continue to provide accessible pedestrian design features as part of the City capital improvement projects. The City has established ADA design standards and procedures as listed in Appendix F. These standards and procedures will be kept up to date with nationwide and local best management practices.

The City will consider and respond to all accessibility improvement requests. All accessibility improvements that have been deemed reasonable will be scheduled consistent with transportation priorities. The City will coordinate with external agencies to ensure that all new or altered pedestrian facilities within the City's jurisdiction are ADA compliant to the maximum extent feasible.

Maintenance of public pedestrian facilities within the public right of way will continue to follow the policies set forth by the City. All snow and ice removal from public sidewalks is the responsibility of the owner of the abutting property as is the general maintenance of the sidewalk surface for safety. The City has an established a public sidewalk replacement program to help the property owners by lowering the cost of any necessary work and allowing the remaining cost of such work to be placed on a special assessment. Please refer to the City Code Chapter 5 for more information regarding streets and sidewalks. The City Code can be found on the City's website at www.ci.fergus-falls.mn.us.

Requests for accessibility improvements can be submitted to the City Engineer or Public Works Director. Contact information is located in Appendix E.

Improvement Schedule

Priority Areas

The City of Fergus Falls has identified priority areas for planned accessibility improvement projects. These areas have been selected due to funding availability and their proximity to

CITY OF FERGUS FALLS – ADA TRANSITION PLAN

specific land uses such as schools, government offices and medical facilities, as well as from the receipt of public comments. The priority areas are as follows:

- Scheduled / Active Street Projects using Federal or State Funds
- Scheduled / Active Street Projects using City or Grant Funds
- Planned Projects listed in City’s Capital Improvement Program
- Specific requests from the public for accessibility improvements

Additional priority will be given to any location where an improvement project or alteration was constructed after January 26, 1991, and accessibility features were omitted.

External Agency Coordination

Many other agencies are responsible for pedestrian facilities within the jurisdiction of the City of Fergus Falls. The City will coordinate with those agencies to track and assist in the facilitation of the elimination of accessibility barriers along their routes.

Schedule

The City of Fergus Falls has set the following schedule goals for improving the accessibility of its pedestrian facilities within the City jurisdiction:

- After 10 years, 80% of accessibility features within the public right of way jurisdiction identified by City staff would be ADA compliant.
- After 20 years, 90% of accessibility features within the public right of way jurisdiction of the City would be ADA compliant.

ADA Coordinator – Public Rights of Way

The City of Fergus Falls has identified an ADA Title II Coordinator to oversee the City policies and procedures regarding Public Rights of Way. Contact information for this individual is located in Appendix E.

Implementation Schedule

Methodology

The City of Fergus Falls will utilize two methods for upgrading pedestrian facilities to the current ADA standards. The first and most comprehensive of the two methods are the scheduled street and utility improvement projects. All pedestrian facilities impacted by these projects will be upgraded to current ADA accessibility standards. The second method is the stand alone sidewalk and ADA accessibility improvement project. These projects will be incorporated into the Capital Improvement Program (CIP) on a case by case basis as determined by the City of

CITY OF FERGUS FALLS – ADA TRANSITION PLAN

Fergus Falls staff. The City CIP, which includes a detailed schedule and budget for specific improvements, is included on Attachment No. 2.

Public Outreach

The City of Fergus Falls recognizes that public participation is an important component in the development of this document. Input from the community has been gathered and used to help define priority areas for improvements within the jurisdiction of the City of Fergus Falls.

Public outreach for the creation of this document consisted of the following activities:

A Public Hearing was held on _____ at the City Council meeting regarding the City's ADA Transition Plan. This document is available in the City Engineer's Office and on the City's website (www.ci.fergus-falls.mn.us)

This document was also available for public comment. A summary of comments received and detailed information regarding the public outreach activities are located in Appendix C.

Grievance Procedure

If users of the City of Fergus Falls facilities and services believe the City has not provided reasonable accommodation, they have the right to file a grievance.

The City has developed a grievance procedure for the purpose of the prompt and equitable resolution of citizens' complaints, concerns, comments, and other grievances. This grievance procedure is outlined in Appendix D.

Progress Monitoring

This document will continue to be updated as conditions within the City evolve.

The appendices in this document will be updated periodically, while the main body of the document will be updated approximately every 5 years or as necessary. With each main body update, a public comment period will be established to continue the public outreach.

CITY OF FERGUS FALLS – ADA TRANSITION PLAN

Appendices

A. Self-Evaluation Results	9
B. Schedule / Budget Information	10
C. Public Outreach	11
D. Grievance Procedure	12
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Version No. 1

CITY OF FERGUS FALLS – ADA TRANSITION PLAN

Appendix A – Self-Evaluation Results

This initial self-evaluation of pedestrian facilities yielded the following results:

- 54% of curb ramps met current accessibility criteria (Ramps with “domes” detectable warning panels)
- 41% of curb ramps met previous accessibility criteria (Ramps without “domes” detectable warning panels)
- 5% intersections with sidewalks did not have any curb ramps
- 8% of traffic control signals had push buttons that are accessible, or had the pedestrian indications on recall
- 0% of traffic control signals had APS (Accessible Pedestrian Signal – WALK phase is in audible or vibrotactile format)

Attachment No. 1: Detailed self-evaluation Maps

Version No. 1

APPENDIX A

INTERSECTION SIDEWALK EVALUATIONS

DATA SHEET

Curb Ramp Rating 1:

Ramp(s) are fully compliant for intersection quadrant

Curb Ramp Rating 2:

Ramp(s) and/or dropped curbs are non-compliant for intersection quadrant

Curb Ramp Rating 3:

No ramp exists at sidewalk and curb intersection

STREET NAME	INTERSECTING STREET	QUADRANT	COMPLIANT YES/NO	RATING	DATE EVALUATED
Adolphus Avenue	Cascade Street	NW	YES	1	12/9/2020
		SW	YES	1	
Adolphus Avenue	Sheridan Street	NW	NO	3	12/9/2020
		NE	YES	1	
Adolphus Avenue	Concord Street	NW	NO	3	
Alcott Avenue (roundabout - 2 pages)	Tower Road	NW	YES	1	12/9/2020
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Alcott Avenue	Clearview Court	SW	YES	1	12/9/2020
Alcott Avenue	Westside Drive	NE	NO	2	12/9/2020
		SE	NO	2	
Alcott Avenue	Martin Street	NE	YES	1	12/9/2020
		SE	YES	1	
		SW	YES	1	
Alcott Avenue	Arthur Street	SE	YES	1	12/9/2020
		SW	YES	1	
Alcott Avenue	Fremont Street	NW	YES	1	12/9/2020
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Alcott Avenue	Calvin Street	NW	YES	1	12/9/2020
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Alcott Avenue	Oak Street	NW	YES	1	12/9/2020
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Alcott Avenue	Vine Street	NW	YES	1	12/9/2020

		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Alcott Avenue	Union Avenue	NW	YES	1	12/9/2020
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Alcott Avenue	Court Street	NW	YES	1	12/3/2013
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Alcott Avenue	Mill Street	NW	YES	1	12/9/2020
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Alcott Avenue	Cascade Street	NW	YES	1	12/9/2020
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Alcott Avenue	Whitford Street	NW	YES	1	12/3/2013
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Alcott Avenue	Sherman Street	NW	YES	1	12/3/2013
		NE	YES	1	
Alcott Avenue	Sheridan Street	NW	YES	1	12/4/2013
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Alcott Avenue	Arlington Street	NW	YES	1	12/3/2020
		SW	YES	1	
Alcott Avenue	Pebble Lake Road	NE	NO	2	12/3/2020
		SE	NO	2	
Alta Vista Court	Rosemary Avenue	NE	NO	2	3/24/2014
		SE	NO	2	
Bancroft Avenue	Fremont Street	NE	NO	3	11/27/2013
		SE	YES	1	

Bancroft Avenue	Calvin Street	NW	YES	1	12/9/2020
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Bancroft Avenue	Oak Street	NW	YES	1	12/9/2020
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Bancroft Avenue	Vine Street	NW	YES	1	12/9/2020
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Bancroft Avenue	Union Avenue	NW	YES	1	12/9/2020
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Bancroft Avenue	Court Street	NW	YES	1	12/4/2013
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Bancroft Avenue	Mill Street	NW	YES	1	12/4/2013
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Bancroft Avenue	Cascade Street	NW	YES	1	12/9/2020
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Bancroft Avenue	Sheridan Street	NE	NO	2	12/9/2020
		SE	NO	2	
Beech Avenue	Broadway	NW-S	NO	2	12/10/2020
		NW-E	YES	1	
		SE	YES	1	
		SW	NO	2	
Beech Avenue	Broadway RR X-ing	NW	NO	2	12/10/2020
		SE	NO	2	
Beech Avenue	Vine Street	NW	NO	3	12/10/2020
		NE	YES	1	
		SE	YES	1	

		SW	NO	3	
Beech Avenue	Union Avenue	NW	NO	2	9/11/2014
		NE	NO	2	
		SE	NO	2	
		SW	NO	2	
Beech Avenue	Park Street	NE	YES	1	3/24/2014
		SE	YES	1	
		SW	YES	1	
Beech Avenue	Ada Avenue	SE	NO	3	3/24/2014
Beech Avenue	Lake Street	NW	YES	1	3/25/2014
		NE	YES	1	
Beech Avenue	Rosemary Avenue	SE	NO	3	3/24/2014
		SW	NO	3	
Beech Avenue	Marien Street	NW	YES	1	3/25/2014
		NE	YES	1	
Beech Avenue	Cleveland Avenue	NW-S	YES	1	3/24/2014
		NW-E	NO	3	
		SE	NO	2	
		SW	YES	1	
Beech Avenue	Northern Avenue	SW	YES	1	3/24/2014
Beech Avenue	Aurdal Avenue	SW	NO	3	3/24/2014
Birch Avenue	Broadway	NW	NO	2	9/8/2014
		SW	NO	2	
Birch Avenue	Oak Street	NE	YES	1	9/8/2014
		SE	YES	1	
Birch Avenue	Vine Street	NW	NO	2	9/8/2014
		NE-W	YES	1	
		NE-S	NO	3	
		SE-N	NO	3	
		SE-W	YES	1	
		SW	NO	2	
Birch Avenue	Union Avenue	NW	NO	2	9/11/2014
		NE	NO	2	
		SE	NO	2	
		SW	NO	2	
Cavour Avenue	Fourth Avenue	SE	YES	1	3/25/2014
Cavour Avenue	Second Avenue	NW	NO	2	3/25/2014

		NE	NO	2	
		SE	NO	2	
		SW	NO	2	
Cavour Avenue	First Avenue	NW	YES	1	3/25/2014
		NE	YES	1	
		SE	NO	2	
		SW	NO	2	
Cavour Avenue	Buse Street	NW	NO	2	3/25/2014
		NE	NO	2	
		SE	NO	2	
		SW	NO	2	
Cavour Avenue	Broadway Avenue	NW	NO	2	3/26/2014
		NE	NO	2	
		SE	NO	2	
		SW	NO	2	
Cavour Avenue	Oak Street	NW	NO	2	3/26/2014
		NE	NO	2	
		SE	NO	2	
		SW	NO	2	
Cavour Avenue	OLV (Mid-block)	N	YES	1	12/16/2020
	150' East of Oak	S	YES	1	
Cavour Avenue	Vine Street	NW	YES	1	3/26/2014
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Cavour Avenue	Union Avenue	NW	NO	2	3/11/2015
		NE	NO	2	
		SE	NO	2	
		SW	NO	2	
Cavour Avenue	Court Street	NW	NO	2	9/15/2014
		NE	NO	2	
		SE	NO	2	
		SW	NO	2	
Cavour Avenue	Mill Street	NW	NO	2	9/15/2014
		NE	NO	2	
		SE	YES	1	
		SW	NO	2	
Cavour Avenue	Cascade Street	NW	YES	1	12/2/2020
	(South of RR)	SE	YES	1	
		SW	YES	1	
Cavour Avenue	Cascade Street	NW	YES	1	12/2/2020

	(North of RR)	NE	YES	1	
	(Includes RR X-ing)	SE	YES	1	
		SW	YES	1	
Cavour Avenue	Whitford Street	NW	NO	2	9/15/2014
		NE	NO	2	
		SE/SW	NO	2	
Cavour Avenue	Friberg Avenue	NW	NO	2	9/15/2014
		NE	NO	2	
		SW	NO	2	
Cavour Avenue	Sheridan Street	NW	NO	2	9/16/2014
		NE	NO	2	
Cavour Avenue	Concord Street	NW	NO	2	9/16/2014
		SW	NO	2	
Cecil Avenue	Lake Side Drive	NE	NO	2	3/24/2014
		SE	NO	2	
Cecil Avenue	Cleveland Avenue	NW	YES	1	3/24/2014
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Cecil Avenue	Northern Avenue	NW	NO	2	3/24/2014
		NE	YES	1	
Cecil Avenue	Aurdal Avenue	NW	YES	1	12/16/2020
		NE	YES	1	
		SW	NO	2	
Cecil Avenue	Friberg Avenue (Ped. Signals)	NW	NO	2	12/16/2020
		NE	NO	2	
Cedar Avenue	Broadway	NE	NO	2	9/11/2014
		SE	NO	2	
Cedar Avenue	Union Avenue	NW	NO	2	9/11/2014
		NE	NO	2	
		SE	NO	2	
		SW	NO	2	
Cedar Avenue	Park Street	NW	YES	1	12/10/2020
		SE	YES	1	
		SW	YES	1	

Channing Avenue	Oak Street	NW	NO	2	Undated
		NE	NO	2	
Channing Avenue	Vine Street	NW	YES	1	12/9/2020
		NE	YES	1	
		SE	YES	1	
Channing Avenue	Union Avenue	NW	YES	1	12/9/2020
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Channing Avenue	Court Street	NW	YES	1	12/9/2020
		NE	YES	1	
		SE	NO	2	
Channing Avenue	Mill Street	NW	YES	1	3/26/2014
		NE	YES	1	
Channing Avenue	Cascade Street	NW	YES	1	12/9/2020
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Channing Avenue	Whitford Street	NW	NO	2	3/25/2014
		NE	NO	2	
		SW	NO	2	
Channing Avenue	Sherman Street	SW	NO	3	1/5/2021
Channing Avenue	Sheridan Street	NW	NO	2	12/9/2020
		NE	NO	2	
		SE	NO	2	
		SW	NO	2	
Channing Avenue	Arlington Street	NW	NO	2	12/9/2020
		NE	NO	2	
Channing Avenue	Mabelle Street (Ave.?)	NW	NO	2	12/9/2020
		SE	NO	3	
		SW	NO	3	
Cherry Avenue	Broadway	NE	NO	2	9/11/2014
		SE	NO	2	
Cherry Avenue	Oak Street	NE	NO	3	9/11/2014
Cherry Avenue	Vine Street	NW	NO	2	9/11/2014
		SW	NO	2	
Cherry Avenue	Union Avenue	NW	NO	2	9/11/2014
		NE	NO	2	
		SE	NO	2	

		SW	NO	2	
Cherry Avenue	Park Street	NW	YES	1	12/10/2020
		NE	YES	1	
		SE	YES	1	
Cherry Avenue	Marien Street	SW	NO	3	3/25/2014
Cherry Avenue	Baird Avenue	NW	NO	3	12/10/2020
Church Street	Union Avenue	NE	NO	2	9/15/2014
		SE	NO	2	
Church Street	Lake Side Drive	NW	NO	3	9/15/2014
		SW	NO	2	
Cottage Drive	Oak Street	NW	NO	2	12/11/2020
		NE	NO	2	
		SE	NO	2	
DeLagoon Park Road	Pebble Lake Road	NE	YES	1	12/9/2020
		SE	YES	1	
Douglas Avenue	Oak Street	SW	NO	2	Unknown
Douglas Avenue	Union Avenue	NW	NO	2	Unknown
Douglas Avenue	Cascade Street	NW	YES	1	12/9/2020
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Douglas Avenue	Sherman Street	NE	NO	3	12/28/2020
Douglas Avenue	Sheridan Street	NW	NO	3	12/28/2020
		SW	NO	3	
Douglas Avenue	Pebble Lake Road	NE	NO	2	12/9/2020
		SE	NO	2	
End Street	Lake Side Drive	SW	NO	2	12/17/2020
Everett Avenue	Cascade Street	NW	YES	1	12/9/2020
		NE	YES	1	

		SE	YES	1	
		SW	YES	1	
Everett Avenue	Sherdian Street	NW	NO	3	
		SW	NO	3	
Fir Avenue	Maryland Lane	SW	YES	1	12/10/2020
Fir Avenue	International Drive	NW	YES	1	12/10/2020
		SW	YES	1	
Fir Avenue	1825 Fir (entrance)	NW	Yes	1	12/10/2020
		SW	YES	1	
Fir Avenue	1801 Fir (N. entrance)	NW	Yes	1	12/9/2020
		SW	YES	1	
Fir Avenue	1801 Fir (S. entrance)	NW	Yes	1	12/9/2020
		SW	YES	1	
Fir Avenue	Tower Road	SE	YES	1	12/9/2020
		SW	YES	1	
Fir Avenue	Broadway	SE	YES	1	12/16/2020
		SW	YES	1	
Fir Avenue	Oak Street	NE	YES	1	12/16/2020
		SE	YES	1	
		SW	YES	1	
Fir Avenue	Union Avenue	NW	YES	1	12/16/2020
		SE	YES	1	
		SW	YES	1	
Fir Avenue	Park Street	NW	YES	1	3/25/2014
Fir Avenue	Linwood Court	NW	YES	1	12/16/2020
		NE	YES	1	
Fir Avenue	Hillcrest Court	NW	YES	1	12/16/2020
		NE	YES	1	
Fir Avenue	Cleveland Avenue	NW	YES	1	12/16/2020
Fir Avenue	Friberg Avenue	SE	YES	1	12/16/2020
		SW	YES	1	
		SW-W	YES	1	
Fir Avenue	Frontage Road	SE	NO	2	12/16/2020
	(West of Sunset Drive)	SW	NO	2	
Fir Avenue (Ft. Rd.)	Lenore Way	NE	NO	2	12/16/2020
Fir Avenue	Water Plant Road	SE	NO	2	12/9/2020
		SW	NO	2	
Fir Avenue	Southview Drive	SE	NO	2	12/9/2020
		SW	NO	2	

Fir Avenue	Lakeview Drive (West Entrance)	SE	NO	2	12/16/2020
		SW	NO	2	
Fir Avenue	Lakeview Drive (East Entrance)	SE	NO	2	12/16/2020
		SW	NO	2	
Fir Avenue	Lakewood Drive	SE	YES	1	12/16/2020
		SW	YES	1	
Fir Avenue	Diversion Drive	SE	NO	2	12/9/2020
		SW	YES	1	
Franklin Avenue	Lake Side Drive	NE	NO	2	3/24/2014
		SE	NO	2	
Franklin Avenue	Cleveland Avenue	NW	YES	1	3/24/2014
		SW	YES	1	
Friberg Avenue	Baird Avenue	NE	YES	1	12/16/2020
		SE	YES	1	
Friberg Avenue	Somerset Road	NE	NO	2	3/24/2014
		SE	NO	2	
Hampden Avenue	Union Avenue (RR X-ing)	NW	NO	2	12/3/2020
		NE	NO	2	
		SE	NO	2	
		SW	NO	2	
Hampden Avenue	Mill Street	NW	NO	2	12/3/2020
		NE	NO	2	
		SE	NO	2	
		SW	NO	2	
Hampden Avenue	Cascade Street	NW	YES	1	12/3/2020
		NE	YES	1	
		SE	YES	1	
Hampden Avenue RW	Cascade Street RR Crossing	NW	YES	1	12/3/2020
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Hampden Avenue	Sheridan Street	NW	NO	2	12/3/2020
		SE	NO	2	
		SW	NO	2	
Hampden Avenue	Burlington Avenue	NW	NO	2	12/3/2020

		SE	NO	2	
		SW	YES?	2	
Hampden Avenue	Concord Street	NW	NO	2	12/3/2020
		SE	NO	2	
		SW	NO	2	
Hampden Avenue	Vernon Place	SE	NO	2	12/3/2020
		SW	NO	2	
Hampden Avenue	Peck Street	SW	YES	1	12/3/2020
Hazel Street	Union Avenue	NE	NO	2	12/17/2020
		SE	NO	2	
Hazel Street	Lake Side Drive	NW	NO	2	12/17/2020
		SW	NO	2	
Highland Avenue	Sheridan Street	SE	YES	1	12/16/2020
		SW	YES	1	
Highland Avenue	Burlington Avenue	SE	YES	1	3/24/2014
		SW	YES	1	
Hillside Avenue	Park / Cleveland (Mid-block)	NE	NO	2	12/17/2020
		SW	NO	2	
Hillside Avenue	Cleveland Avenue	NW	YES	1	12/9/2020
		SW	YES	1	
Hilltop Drive	Cascade Street	NW	YES	1	12/9/2020
		SW	YES	1	
Junius Avenue	Union Avenue	NE	NO	2	12/3/2020
		SE	NO	2	
Junius Avenue	Court Street	NW	NO	2	12/3/2020
		NE	YES	1	
		SE	NO	2	
		SW	NO	2	
Junius Avenue	Mill Street	NW	YES	1	12/3/2020
		NE	NO	2	
		SE	NO	2	

		SW	NO	2	
Junius Avenue	Cascade Street	NW	YES	1	12/3/2020
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Junius Avenue	Sherman Street	NW	YES	1	12/3/2020
		NE	YES	1	
Junius Avenue	Sheridan Street	NW	YES	1	12/3/2020
	(Includes RR X-ing)	SW	YES	1	
		SW-N	NO	2	
		SW-S	NO	2	
Junius Avenue	Burlington Avenue	NW	NO	2	12/3/2020
	(Includes RR X-ing)	SE	NO	2	
		SW	NO	2	
Junius Avenue	Concord Street	SW	NO	2	12/3/2020
Kirkbride Blvd.	Union Avenue	NW	NO	2	10/14/2020
		NE	NO	2	
Kirkbride Blvd.	Kirkbride Park	N	NO	2	12/21/2020
	(Island - Parking Lot	S	NO	2	
		S-S	NO	2	
Kirkbride Blvd.	Oak Street	NW	NO	2	12/10/2020
	(350' NE)	SW	NO	2	
Kirkbride Blvd.	Oak Street	NW	NO	2	12/10/2020
		SE	NO	2	
Lake Side Drive	Park Street	NW	NO	2	3/24/2014
		NE-W	NO	2	
		NE-S	NO	3	
Lake Side Drive	Ada Avenue	NW	NO	2	3/24/2014
		NE	NO	2	
Lake Side Drive	Rosemary Avenue	NW	NO	2	3/24/2014
Lake Side Drive	Court Street	SE	YES	1	9/15/2014
		SW	YES	1	
Lake Side Drive	Mill Street	SE	YES	1	12/16/2020
		SW	YES	1	
Lake Side Drive	Cascade Street	SE	YES	1	9/15/2014
		SW	YES	1	
Lake Side Drive	Oakland Place	SE	YES	1	9/15/2014

		SW	YES	1	
Laurel Street	Second Avenue	NE	YES	1	3/25/2014
Laurel Street	First Avenue	NW	YES	1	3/25/2014
		NE	YES	1	
		SE	YES	1	
Laurel Street	Buse Street	NW	NO	2	3/24/2014
		NE	NO	2	
		SE	NO	2	
		SW	NO	2	
Laurel Street	Broadway	NW	NO	2	9/15/2014
		NE	NO	2	
		SE	NO	2	
		SW	NO	2	
Laurel Street	Vine Street	NW	NO	2	9/12/2014
		SE	YES	1	
		SW	YES	1	
Laurel Street	Union Avenue	NW	NO	2	9/12/2014
		SW	NO	2	
Lincoln Avenue	Field St./ Mall Ent.	SE	NO	2	12/10/2020
Lincoln Avenue	Crossover-W of Tower	SE	YES	1	12/10/2020
(Frontage Road)		SW	YES	1	
Lincoln Avenue	Tower Road	SE	YES	1	12/2/2020
		SW	YES	1	
Lincoln Avenue	St. Andrews / College Way	NE	YES	1	12/2/2020
		SE	YES	1	
		SW	YES	1	
Lincoln Avenue	Fourth Avenue	NW	YES	1	12/2/2020
		NE	YES	1	
		SW	YES	1	
Lincoln Avenue	Third Avenue	NE	YES	1	12/2/2020
		SE	YES	1	
		SW	YES	1	
Lincoln Avenue	Second Avenue	NW	YES	1	12/2/2020
		NE	YES	1	
Lincoln Avenue	First Avenue	NW	YES	1	12/2/2020
		NE	YES	1	
Lincoln Avenue	Buse Street	NW	YES	1	12/2/2020

		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Lincoln Avenue	Broadway	NW	YES	1	3/26/2014
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Lincoln Avenue	Oak Street	NW	YES	1	12/2/2020
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Lincoln Avenue	Vine Street	NW	YES	1	3/26/2014
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Lincoln Avenue	Union Avenue	NW	YES	1	3/11/2015
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Lincoln Avenue	Court Street	NW	NO	2	9/15/2014
		NE	NO	2	
		SE	NO	2	
		SW	NO	2	
Lincoln Avenue	Mill Street	NW	NO	2	9/15/2014
		NE	NO	2	
		SE	NO	2	
		SW	NO	2	
Lincoln Avenue	Cascade Street	NW	NO	2	12/2/2020
		NE	YES	1	
		SE	NO	2	
		SW	NO	2	
Lincoln Avenue	Friberg Avenue	NW	NO	2	9/15/2014
	(Includes RR X-ing)	NW-N	NO	2	
		NE	YES	1	
		NE-N	NO	2	
		SE	YES	1	
		SW	NO	2	
Lincoln Avenue	Sherman Street	SE	NO	2	9/16/2014
		SW	YES	1	
Lincoln Avenue	Sherman Street - 180' S (Veterans Park)	W	NO	2	12/21/2020

Linden Street	First Avenue	NE	YES	1	3/25/2014
		SE	YES	1	
		SW	YES	1	
Linden Street	Buse Street	NW	YES	1	3/24/2014
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Linden Street	Broadway	NW	NO	2	9/15/2014
		NE	NO	2	
		SE	NO	2	
		SW	NO	2	
Linden Street	Oak Street	SW	YES	1	12/27/2020
Maple Avenue	First Avenue	NW	NO	3	12/9/2020
		NE	NO	2	
Maple Avenue	Buse Street	NW	NO	2	9/8/2014
		NE	NO	2	
Maple Avenue	Broadway	NW	NO	2	9/8/2014
		NE	NO	2	
		SE	NO	2	
		SW	NO	2	
Maple Avenue	Oak Street	NE	YES	1	9/8/2014
Maple Avenue	Vine Street	NW	NO	2	9/8/2014
		NE	YES	1	
		SE	NO	2	
		SW	NO	2	
Maple Avenue	Union Avenue	NW	NO	2	9/11/2014
		SW	NO	2	
May Street	Union Avenue	NW	NO	2	12/16/2020
		NE	NO	2	
		SE	NO	2	
May Street	Lake Side Drive	NW	NO	2	9/15/2014
		SW	NO	2	
Mt. Faith Avenue	Lake Side Drive	NE	NO	3	9/15/2014

		SE	NO	3	
Mt Faith Avenue	Cleveland Avenue (West Leg)	NW	NO	3	12/16/2020
		NE	NO	3	
		SE-N	NO	3	
		SE-W	NO	3	
		SW-N	NO	3	
		SW-E	NO	3	
Mt Faith Avenue	Cleveland Avenue (East Leg)	NW	YES	1	9/15/2014
		NE-W	YES	1	
		NE-S	NO	3	
Mt. Faith Avenue	Friberg Avenue	NW	NO	2	12/16/2020
		NE	NO	2	
		SW	NO	2	
Mt. Faith Avenue	Sheridan Street	NE	NO	2	12/16/2020
Mt. Faith Avenue	Burlington Avenue	NW	YES	1	3/24/2014
		NE	YES	1	
		SE	YES	1	
Mt. Faith Avenue	Lundy's Lane	NW	YES	1	3/24/2014
		NE	YES	1	
Mt. Faith Avenue	Springen Avenue	NW	YES	1	3/24/2014
Orleans Street	Union Avenue	NE	NO	2	12/16/2020
		SE	NO	3	
Orleans Street	Lake Side Drive	NW	NO	3	9/15/2014
		SW	NO	2	
Ottertail Drive	Kennedy Park Road	NE	NO	2	12/10/2020
Ottertail Drive	Lydia Lane	NW	NO	2	12/10/2020
		NE	NO	2	
Ottertail Drive	Laura Lane	NW	NO	2	12/10/2020
		NE	NO	2	
Ottertail Drive	Andrew Drive	NW	NO	2	12/10/2020
		NE	NO	2	
Ottertail Drive	Katherine Lane	NW	NO	2	12/10/2020
		NE	NO	2	
Ottertail Drive	Kristin Court (West entrance)	NW	NO	2	12/10/2020
		NE	NO	2	
Ottertail Drive	Kristin Court (East entrance)	NW	NO	2	12/10/2020
		NE	NO	2	

Ottertail Drive	Lana Court	NW	NO	2	12/10/2020
	(West entrance)	NE	NO	2	
Ottertail Drive	Lana Court	NW	NO	2	12/10/2020
	(East entrance)	NE	NO	2	
Ottertail Drive	Anna Court	NW	YES	1	12/10/2020
		NE	YES	1	
Ottertail Drive	Tower Road	NW	YES	1	12/10/2020
		NE	YES	1	
		SE	YES	1	
Patterson Loop (230' Southeast)	Union Avenue	NE	NO	2	12/21/2020
Patterson Loop (South Entrance)	Union Avenue	NE	NO	2	12/14/2020
		NW	NO	2	
Patterson Loop (South Entrance)	Union Avenue (150' NE)	NW	NO	3	12/17/2020
		NE	NO	3	
Patterson Loop (North Entrance)	Union Avenue (200' East)	NW	NO	2	12/14/2020
		NE	NO	2	
		SE	NO	2	
		SW	NO	2	
Pebble Lake Golf Drive	Pebble Lake Road	NE	YES	1	12/9/2020
		SE	YES	1	
Pebble Lake Road	Peck Street	NW	NO	2	12/17/2020
		NE	NO	2	
Pebble Shores Drive	Pebble Lake Road	NE	YES	1	12/9/2020
Pebble Shores Drive	East Terminus (to Central Lakes Trail)	E	NO	2	12/10/2020
Prairie Court (180' No.)	Cascade Street	W	YES	1	12/9/2020
Randolph Avenue	Friberg Avenue	NW	NO	2	12/16/2020
		NE	YES	1	

		SE	NO	2	
Randolph Avenue	E. of Friberg (So. Side)	NE	YES	1	12/16/2020
	(School/Arena Entr.)	SE	YES	1	
		SW	YES	1	
Randolph Avenue	E. of Friberg (No. Side)	NW	YES	1	12/16/2020
	(School Entrance)	NE	YES	1	
		SE	NO	3	
Randolph Avenue	E. of Friberg (No. Side)	NW	YES	1	12/16/2020
	(School Bus Entrance)	NE	YES	1	
Randolph Avenue	Burlington Avenue	NE	NO	3	12/16/2020
		SE	NO	3	
Randolph Avenue	E. of Burlington(N Side)	NW	YES	1	12/16/2020
	(School Bus Entrance)	NE	YES	1	
Riverside Avenue	Concord Street	SW	NO	2	9/16/2014
Seventh Avenue	First Avenue	SE	NO	3	9/8/2014
Seventh Avenue	Buse Street	SE	YES	1	9/8/2014
Seventh Avenue	Broadway	NW	YES	1	9/8/2014
		NE	NO	2	
		SE	NO	2	
		SW	YES	1	
Seventh Avenue	Oak Street	NE	NO	3	9/8/2014
Seventh Avenue	Vine Street	NW	NO	2	9/8/2014
		NE	YES	1	
		SE	NO	2	
		SW	YES	1	
Seventh Avenue	Union Avenue	NW	NO	2	9/11/2014
		SW	NO	2	
Shoreview Drive	Pebble Lake Road	NE	YES	1	12/9/2020
		SE	YES	1	
Skogmo Boulevard	Cleveland Avenue	NW	YES	1	12/9/2020
		SW	YES	1	

Spruce Street	First Avenue	SE	YES	1	3/25/2014
Spruce Street	Buse Street	SE	NO	2	3/24/2014
		SW	NO	2	
Spruce Street	Broadway	NW	NO	2	9/15/2014
		NE	YES	1	
		SE	YES	1	
		SW	NO	2	
Spruce Street	Oak St. (Projected) (RR X-ing)	NE	NO	2	12/22/2020
		SE	NO	2	
Spruce Street	Vine Street	NW	NO	2	12/9/2020
		NE	NO	3	
		SE	NO	2	
		SW	NO	2	
Spruce Street	Union Avenue	NW	NO	2	9/12/2014
		SW	NO	2	
St. Charles Avenue	Cascade Street	NW	YES	1	12/9/2020
		SW	YES	1	
Stanton Avenue	Buse Street	NE	NO	2	3/25/2014
Stanton Avenue	Broadway	NW	NO	2	3/26/2014
		NE	NO	2	
Stanton Avenue	Oak Street	NW	YES	1	3/26/2014
		NE	NO	2	
Stanton Avenue	Vine Street	NW	YES	1	3/26/2014
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Stanton Avenue	Union Avenue	NW	NO	2	3/11/2015
		SW	YES	1	
Summit Avenue	Second Avenue	NW	NO	2	3/25/2014
		NE	NO	2	
		SE	YES	1	
		SW	NO	2	
Summit Avenue	First Avenue	NW	YES	1	3/25/2014
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	

Summit Avenue	Buse Street	NW	YES	1	3/25/2014
		NE	YES	1	
		SW	YES	1	
Summit Avenue	Broadway	NW	NO	2	3/26/2014
		NE	NO	2	
		SE	NO	2	
		SW	NO	2	
Summit Avenue	Oak Street	NW	YES	1	3/26/2014
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Summit Avenue	Vine Street	NW	YES	1	3/26/2014
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Summit Avenue	Union Avenue	NW	YES	1	12/1/2020
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Summit Avenue	Court Street R/W (Includes RR X-ing)	N	YES	1	12/22/2020
		N-E	YES	1	
		S	YES	1	
		S-E	YES	1	
Summit Avenue	Mill Street (Includes RR X-ing)	NW	YES	1	12/1/2020
		NE	YES	1	
		SE	YES	1	
		SE-S	NO	2	
		SW	YES	1	
		SW-S	NO	2	
Summit Avenue	Cascade Street	NW	YES	1	12/1/2020
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Summit Avenue	Whitford Street	NW	YES	1	12/1/2020
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Summit Avenue	Friberg Avenue	NW	YES	1	12/1/2020
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	

Summit Avenue	Sheridan Street	NW	YES	1	12/1/2020
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Summit Avenue	Burlington Avenue	NW	YES	1	12/1/2020
		NE	YES	1	
		SE	YES	1	
Summit Avenue	Concord Street	SW	NO	2	3/24/2014
Tower Road	Otter Tail Valley RR	NE	YES	1	12/10/2020
		SE	YES	1	
Tower Road	East Frontage Road	NE	YES	1	12/10/2020
	(N. of Roundabout)	SE	YES	1	
	West Frontage Road	NE	YES	1	12/10/2020
Tower View Road	Cleveland Avenue	NE	YES	1	12/9/2020
		SE	YES	1	
Trunk Highway 210	Douglas Avenue	NW	NO	2	12/9/2020
		NE	NO	2	
Trunk Highway 210	Pebble Lake Road	NE	YES	1	12/9/2020
		SE	YES	1	
Vasa Avenue	Fremont Street	SE	NO	2	3/10/2015
		SW	NO	2	
Vasa Avenue	Calvin Street	NW	NO	2	3/10/2015
		NE	NO	2	
		SE	NO	2	
		SW	NO	2	
Vasa Avenue	Oak Street	NW	NO	2	3/10/2015
		NE	NO	2	
		SE	NO	2	
		SW	NO	2	

Vasa Avenue	Vine Street	NW	NO	2	3/10/2015
		NE	NO	2	
		SE	NO	2	
		SW	NO	2	
Vasa Avenue	Union Avenue	NW	NO	2	3/10/2015
		NE	YES	1	
		SE	YES	1	
Vasa Avenue	Court Street	SW	NO	2	12/9/2020
		NW	YES	1	
		NE	YES	1	
		SE	YES	1	
Vasa Avenue	Mill St. (Vacated - LRH)	W	NO	2	12/21/2020
Vasa Avenue	Cascade Street	NW	YES	1	12/9/2020
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Vasa Avenue	Whitford Street	NW	YES	1	12/9/2020
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Vasa Avenue	Sherman Street	NW	YES	1	12/9/2020
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Vasa Avenue	Sheridan Street	NW	YES	1	12/9/2020
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Vasa Avenue	Arlington Street	NW	YES	1	12/3/2020
		NE	YES	1	
		SW	YES	1	
Vasa Avenue	Pebble Lake Road	NE	NO	2	12/3/2020
		SE	NO	2	
Vernon Avenue	Calvin Street	SE	NO	2	3/11/2015
		SW	NO	2	
Vernon Avenue	Oak Street	NW	NO	2	3/11/2015
		NE	YES	1	
		SE	NO	2	

		SW	NO	2	
Vernon Avenue	Vine Street	SE	NO	2	3/11/2015
		SW	NO	2	
Vernon Avenue	Union Avenue	NW	NO	2	3/10/2015
		NE	NO	2	
		SE	NO	2	
		SW	YES	1	
Vernon Avenue	Court Street	NW	YES	1	11/27/2013
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Vernon Avenue	Mill Street	NW	YES	1	12/2/2020
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Vernon Avenue	Cascade	NW	YES	1	11/27/2013
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Vernon Avenue	Whitford Street	NW	YES	1	12/2/2020
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Vernon Avenue	Sherman Street	NW	YES	1	12/2/2020
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Vernon Avenue	Sheridan Street	NW	YES	1	12/2/2020
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Vernon Avenue	Arlington Street	NW	YES	1	12/2/2020
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Vernon Avenue	Burlington Street	NW	NO	2	11/27/2013
		NE	NO	2	
		SW	NO	2	
Vernon Avenue	Concord Street	NW	NO	2	12/3/2020
		NE	NO	2	
		SE	NO	2	

		SW	NO	2	
View Avenue	Broadway	NE	NO	2	9/11/2014
		SE	NO	2	
Washington Avenue	Union Avenue	NE	NO	2	12/3/2020
		SE	NO	2	
		SW	NO	2	
Washington Avenue	Court Street	NW	NO	2	12/3/2020
		NE	NO	2	
		SE	YES	1	
		SW	NO	2	
Washington Avenue	Mid-block Crossing (City Hall)	N	YES	1	12/17/2020
		S	YES	1	
Washington Avenue	Mill Street	NW	NO	2	12/3/2020
		NE	NO	2	
		SE	NO	2	
		SW	YES	1	
Washington Avenue	Cascade Street	NW	YES	1	12/3/2020
		NE	YES	1	
		SE	YES	1	
		SW	YES	1	
Washington Avenue	Cascade Street Ped. X (220' North)	W	YES	1	12/21/2020
		E	YES	1	
Washington Avenue	Whitford Street	NW	NO	2	12/17/2020
		NE	NO	2	
		SW	NO	2	
Washington Avenue	Sherman Street	NW	NO	2	12/3/2020
		NE	NO	2	
		SE	NO	2	
		SW	NO	2	
Washington Avenue	Sheridan Street	NW	NO	2	12/3/2020
		SE	NO	2	
		SW	NO	2	
Western Avenue	Otter Tail County Bldg.	E	YES	1	12/21/2020
Western Avenue	Tower Road	NE	YES	1	12/10/2020
		SE	YES	1	

Westside Drive	Tower Road & Frontage Roads	NE	YES	1	12/10/2020
		SE	YES	1	
		SE/S	YES	1	
		SW	YES	1	
Westside Drive	East Terminus (River Oaks Landing)	SE	YES	1	12/10/2020
Westside Drive	West Terminus (River Oaks Landing)	SW	YES	1	12/9/2020
Whitcomb Street	Pebble Lake Road	NE	NO	2	12/9/2020
		SE	NO	2	
Woodland Drive	Cleveland Avenue	NW	YES	1	12/9/2020
		NE	YES	1	
		SW	YES	1	
Woodland Drive North	Cleveland Avenue	SE	YES	1	12/9/2020

Version No. 1

CITY OF FERGUS FALLS – ADA TRANSITION PLAN

Appendix B – Schedule / Budget Information

Cost Information

Unit Prices

Construction costs for upgrading facilities can vary depending on each individual improvement and conditions of each site. Costs can also vary on the type and size of project the improvements are associated with. Listed below are representative 2020 costs for some typical accessibility improvements based on if the improvements are included as part of a retrofit type project, or as part of a larger comprehensive capital improvement project.

Intersection corner ADA improvement retrofit: +/- \$5,000 per corner

Intersection corner ADA improvement as part of adjacent capital project: +/- \$2,000 per corner

Priority Areas

Based on the results of the self-evaluation, the estimate costs associated with eliminating accessibility barriers within the targeted priority areas is as follows:

- Lincoln Avenue: Union to Friberg - \$20,000 (Federal Project 2022)
- Union Avenue: Lincoln to Fir - \$50,000 (Federal Project 2022)
- Broadway: Lincoln to Fir - \$55,000 (Federal Project 2023)

Entire Jurisdiction

Based on the results of the self-evaluation, the estimate costs associated with providing ADA accessibility within the entire jurisdiction is \$925,000. This amount signifies a significant investment that the City of Fergus Falls is committed to making in the upcoming years. A systematic approach to providing accessibility will be taken in order to absorb the cost into the City of Fergus Falls budget for improvements to the public rights of way.

Attachment No. 2: 2022 thru 2026 Capital Improvement Program. Updates located on City website (www.ci.fergus-falls.mn.us)

CITY OF FERGUS FALLS – ADA TRANSITION PLAN

Appendix C – Public Outreach

Public outreach actions consisted of the following activities:

ADA Transition Plan discussed at a “Committee of the Whole” public meeting for initial media coverage and introduction to City Council.

A Public Hearing on the ADA Transition Plan Document was held on _____ at the City Council meeting.

This document is available at City Hall as well as on the City website (www.ci.fergus-falls.mn.us)

Version No. 1

CITY OF FERGUS FALLS – ADA TRANSITION PLAN

Appendix D – Grievance Procedure

As part of the ADA requirements the City has posted the following notice outlining its ADA requirements as it specifically applies to Public Rights of Way:

Public Notice

In accordance with the requirements of title II of the Americans with Disabilities Act of 1990, the City of Fergus Falls will not discriminate against qualified individuals with disabilities on the basis of disability in City services, programs, or activities.

Employment: The City does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under title I of the Americans with Disabilities Act (ADA).

Effective Communication: The City will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: The City will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all City programs, services, and activities. For example, individuals with service animals are welcomed in City offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a City program, service, or activity, should contact the office of the City Administrator as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require the City to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

The City will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

CITY OF FERGUS FALLS – ADA TRANSITION PLAN

Appendix D – Grievance Procedure (Continued)

City of Fergus Falls

Grievance Procedure under

the Americans with Disabilities Act for issues within the Public Rights of Way

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA") regarding accessibility issues occurring within the public rights of way under the jurisdiction of the City of Fergus Falls. It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of Fergus Falls. The City's Personnel Policy governs employment-related complaints of disability discrimination.

The complaint may be filed either in writing or verbally. It should contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

Troy Hauge

ADA Coordinator – Public Rights of Way

City Hall – 112 Washington Avenue West

Fergus Falls, MN 56537

Telephone: 218-332-5417

e-mail: troy.hauge@ci.fergus-falls.mn.us

An investigation, as may be appropriate, shall follow a filing of complaint. The investigation shall be commenced by the ADA Coordinator, or the designee of the ADA Coordinator, within ten (10) calendar days following the filing of complaint. The investigation will be informal but thorough, affording all interested persons and their representatives, if any, an opportunity to submit information relevant to such investigation.

A written determination as to the validity of the complaint and a resolution of the complaint, if any, shall be issued by the ADA Coordinator and a written copy mailed to the complainant within thirty (30) calendar days following the filing of the complaint.

The complainant may request a reconsideration of the case determination of the ADA Coordinator in instances where he or she is dissatisfied with the resolution. The request for reconsideration shall be made within ten (10) calendar days following the date the

CITY OF FERGUS FALLS – ADA TRANSITION PLAN

Appendix D – Grievance Procedure (Continued)

complainant receives the determination of the ADA Coordinator. The request for reconsideration shall be made to the City Administrator of the City of Fergus Falls. The City Administrator shall review the records of said complaint and may conduct further investigation when necessary to obtain additional relevant information. The City Administrator shall issue his or her decision on the request for reconsideration within twenty (20) calendar days of the filing of the request for reconsideration. A copy of said decision shall be mailed to the complainant.

The complainant may request a reconsideration of the case determination of the City Administrator in instances where he or she is dissatisfied with the decision of the City Administrator. The request for reconsideration should be made within ten (10) calendar days following the date the complainant receives the determination of the City Administrator. The request for reconsideration shall be made to the City Council of the City of Fergus Falls. The City Council shall review the records of said complaint and may conduct further investigation when necessary to obtain additional relevant information and shall issue its decision thereon within thirty (30) calendar days of the filing of the request for reconsideration. A copy of said decision shall be mailed to the complainant. The decision of the City Council is final.

The complainant's right to prompt and equitable resolution of the complaint must not be impaired by his or her pursuit of other remedies, such as the filing of a complaint with the U.S. Department of Justice or any other appropriate federal agency. Furthermore, the filing of a lawsuit in State or Federal District Court can occur at any time. The use of this grievance procedure is not a prerequisite to the pursuit of other remedies.

These rules shall be construed to: 1) protect the substantive rights of interested persons, 2) meet appropriate due process standards, and 3) comply with the ADA and implementing regulations.

The resolution by the City of Fergus Falls of any one grievance does not constitute a precedent upon which the City is bound or upon which other complaining parties may rely.

The City shall maintain ADA grievance files for a period of seven years.

Link to form on City website: www.ci.fergus-falls.mn.us

Attachment No. 3: ADA Accessibility grievance form.

CITY OF FERGUS FALLS – ADA TRANSITION PLAN

Appendix E – Contact Information

ADA Coordinator – Public Rights of Way

Name: Troy Hauge
Address: City Hall
112 Washington Avenue West
Fergus Falls, MN 56537

Phone: 218-332-5417

E-mail: troy.hauge@ci.fergus-falls.mn.us

City Engineer

Name: Brian Yavarow, P.E.
Address: 112 Washington Avenue West, Fergus Falls, MN 56537

Phone: (218) 332-5413

E-mail: brian.yavarow@ci.fergus-falls.mn.us

Public Works Director

Name: Len Taylor
Address: 112 Washington Avenue West, Fergus Falls, MN 56537

Phone: (218) 332-5418

E-mail: len.taylor@ci.fergus-falls.mn.us

CITY OF FERGUS FALLS – ADA TRANSITION PLAN

Appendix F – Agency ADA Design Standards and Procedures

Design Procedures

Intersection Corners

Curb ramps or blended transitions will attempt to be constructed or upgraded to achieve compliance within all capital improvement projects. There may be limitations which make it technically infeasible for an intersection corner to achieve full accessibility within the scope of any project. Those limitations will be noted and those intersection corners will remain on the transition plan. As future projects or opportunities arise, those intersection corners shall continue to be incorporated into future work. Regardless on if full compliance can be achieved or not, each intersection corner shall be made as compliant as possible in accordance with the judgment of City staff.

Sidewalks / Trails

Sidewalks and trails will attempt to be constructed or upgraded to achieve compliance within all capital improvement projects. There may be limitations which make it technically infeasible for segments of sidewalks or trails to achieve full accessibility within the scope of any project. Those limitations will be noted and those segments will remain on the transition plan. As future projects or opportunities arise, those segments shall continue to be incorporated into future work. Regardless on if full compliance can be achieved or not, every sidewalk or trail shall be made as compliant as possible in accordance with the judgment of City staff.

Traffic Control Signals

Traffic control signals will attempt to be constructed or upgraded to achieve compliance within all capital improvement projects. There may be limitations which make it technically infeasible for individual traffic control signal locations to achieve full accessibility within the scope of any project. Those limitations will be noted and those locations will remain on the transition plan. As future projects or opportunities arise, those locations shall continue to be incorporated into future work. Regardless on if full compliance can be achieved or not, each traffic signal control location shall be made as compliant as possible in accordance with the judgment of City staff.

Bus Stops

There are no Bus Stops located within the City of Fergus Falls.

Other Transit Facilities

There are no additional Transit Facilities located within the City of Fergus Falls.

Other policies, practices and programs

Policies, practices and programs not identified in this document will follow the applicable ADA standards.

CITY OF FERGUS FALLS – ADA TRANSITION PLAN

Appendix F (Continued)

Design Standards

The City of Fergus Falls uses PROWAG, as modified by the Minnesota Department of Transportation (MnDOT), as its design standard. Attached are sheets from MnDOT's Accessibility website that outline in detail the information available on applicable design standards. The website can be accessed at <http://www.dot.state.mn.us/ada/design.html>

Version No. 1

CITY OF FERGUS FALLS – ADA TRANSITION PLAN

Appendix G – Glossary of Terms

ABA: See Architectural Barriers Act.

ADA: See Americans with Disabilities Act.

ADA Transition Plan: Mn/DOT's transportation system plan that identifies accessibility needs, the process to fully integrate accessibility improvements into the Statewide Transportation Improvement Program (STIP), and ensures all transportation facilities, services, programs, and activities are accessible to all individuals.

ADAAG: See Americans with Disabilities Act Accessibility Guidelines.

Accessible: A facility that provides access to people with disabilities using the design requirements of the ADA.

Accessible Pedestrian Signal (APS): A device that communicates information about the WALK phase in audible and vibrotactile formats.

Alteration: A change to a facility in the public right-of-way that affects or could affect access, circulation, or use. An alteration must not decrease or have the effect of decreasing the accessibility of a facility or an accessible connection to an adjacent building or site.

Americans with Disabilities Act (ADA): The Americans with Disabilities Act; Civil rights legislation passed in 1990 and effective July 1992. The ADA sets design guidelines for accessibility to public facilities, including sidewalks and trails, by individuals with disabilities.

Americans with Disabilities Act Accessibility Guidelines (ADAAG): contains scoping and technical requirements for accessibility to buildings and public facilities by individuals with disabilities under the Americans with Disabilities Act (ADA) of 1990.

APS: See Accessible Pedestrian Signal.

Architectural Barriers Act (ABA): Federal law that requires facilities designed, built, altered or leased with Federal funds to be accessible. The Architectural Barriers Act marks one of the first efforts to ensure access to the built environment.

Bicycle Lanes: An on-street designated preferential space for bicyclists through the use of pavement markings and signs.

Bike Paths / Bikeways: A separated off-street designated path for bicyclists which may also be a shared use path with pedestrians, etc.

CITY OF FERGUS FALLS – ADA TRANSITION PLAN

Appendix G (Continued)

Capital Improvement Program (CIP): The CIP for the Transportation Department includes an annual capital budget and a five-year plan for funding the new construction and reconstruction projects on the county's transportation system.

Detectable Warning: A surface feature of truncated domes, built in or applied to the walking surface to indicate an upcoming change from pedestrian to vehicular way.

DOJ: See United States Department of Justice

Federal Highway Administration (FHWA): A branch of the US Department of Transportation that administers the federal-aid Highway Program, providing financial assistance to states to construct and improve highways, urban and rural roads, and bridges.

FHWA: See Federal Highway Administration

Pedestrian Access Route (PAR): A continuous and unobstructed walkway within a pedestrian circulation path that provides accessibility.

Pedestrian Circulation Route (PCR): A prepared exterior or interior way of passage provided for pedestrian travel.

PROWAG: An acronym for the *Guidelines for Accessible Public Rights-of-Way* issued in 2005 by the U. S. Access Board. This guidance addresses roadway design practices, slope, and terrain related to pedestrian access to walkways and streets, including crosswalks, curb ramps, street furnishings, pedestrian signals, parking, and other components of public rights-of-way.

Right of Way: A general term denoting land, property, or interest therein, usually in a strip, acquired for the network of streets, sidewalks, and trails creating public pedestrian access within a public entity's jurisdictional limits.

Section 504: The section of the Rehabilitation Act that prohibits discrimination by any program or activity conducted by the federal government.

Uniform Accessibility Standards (UFAS): Accessibility standards that all federal agencies are required to meet; includes scoping and technical specifications.

United States Access Board: An independent federal agency that develops and maintains design criteria for buildings and other improvements, transit vehicles, telecommunications equipment, and electronic and information technology. It also enforces accessibility standards that cover federally funded facilities.

CITY OF FERGUS FALLS – ADA TRANSITION PLAN

Appendix G (Continued)

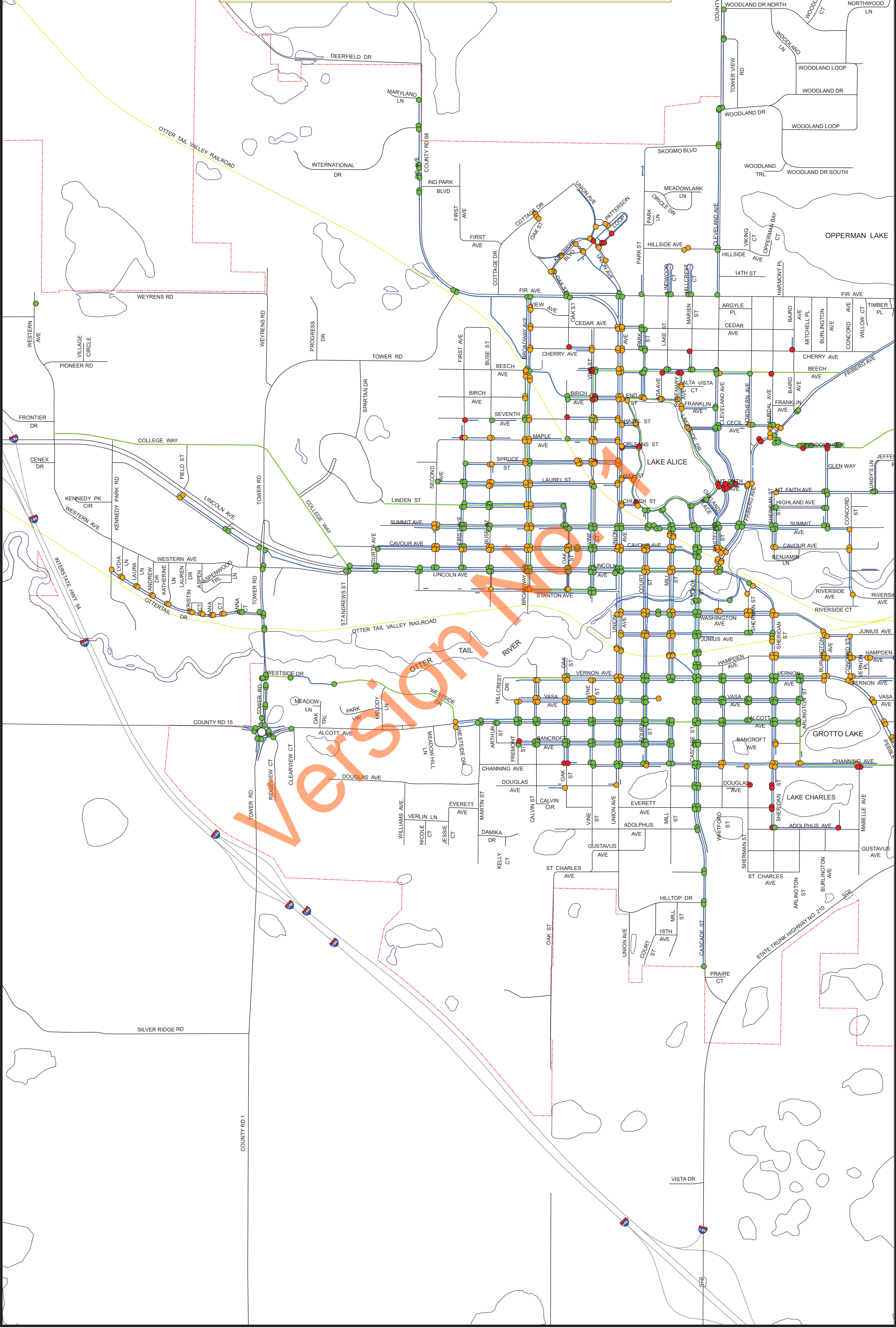
United States Department of Justice (DOJ): The United States Department of Justice (often referred to as the Justice Department or DOJ), is the United States federal executive department responsible for the enforcement of the law and administration of justice.

Version No. 1

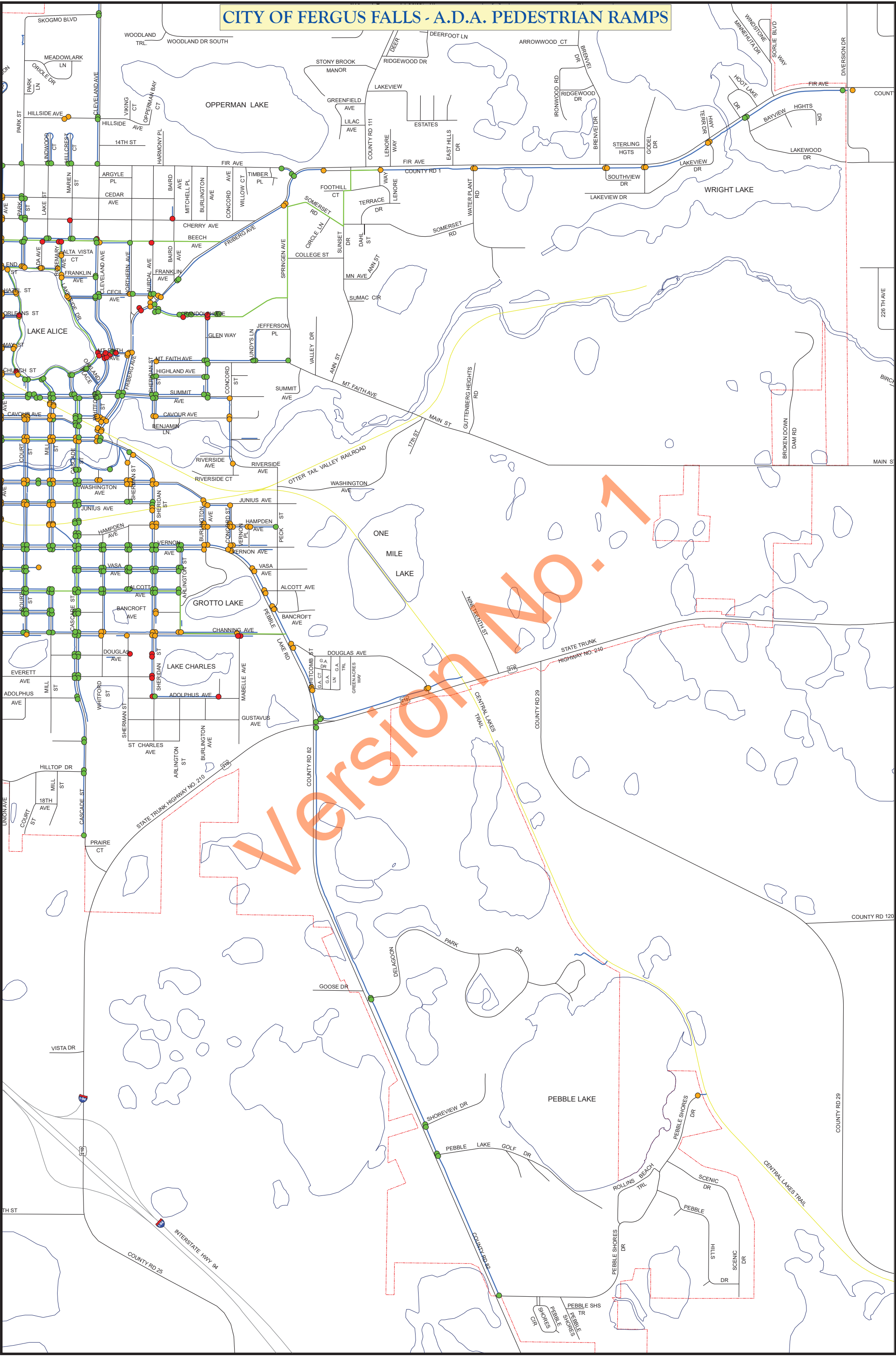
ATTACHMENT NO. 1

Version No. 1

CITY OF FERGUS FALLS - A.D.A. PEDESTRIAN RAMPS



CITY OF FERGUS FALLS - A.D.A. PEDESTRIAN RAMPS



ATTACHMENT NO. 2

Version No. 1

City of Fergus Falls, Minnesota

Capital Improvement Plan

2022 thru 2026

PROJECTS & FUNDING SOURCES BY DEPARTMENT

Department	Project #	Priority	2022	2023	2024	2025	2026	Total
Airport Improvements								
Crack Fill Apron Joints	06-AIR-001	n/a		200,000				200,000
<i>General Funds</i>				60,000				60,000
<i>State Airport Funds</i>				140,000				140,000
Terminal Access/Security Improvements (Pilots)	06-AIR-005	n/a				10,000		10,000
<i>General Funds</i>						10,000		10,000
Emergency Power Connection	06-AIR-006	n/a				40,000		40,000
<i>General Funds</i>						10,000		10,000
<i>State Airport Funds</i>						30,000		30,000
Seal Coat 13/31 & Taxiway	06-AIR-008	n/a			250,000			250,000
<i>Federal Entitlement Funds</i>					225,000			225,000
<i>General Funds</i>					25,000			25,000
Tee Hangar Site Preparation	06-AIR-017	n/a					420,000	420,000
<i>Federal Entitlement Funds</i>							298,200	298,200
<i>General Funds</i>							84,000	84,000
<i>State Airport Funds</i>							37,800	37,800
Water Service to SRE Building	16-AIR-035	n/a		20,000				20,000
<i>Water Fund</i>				20,000				20,000
Fuel System Replacement (Jet A/100LL)	21-AIR-037	n/a	600,000					600,000
<i>General Funds</i>			180,000					180,000
<i>State Airport Funds</i>			420,000					420,000
Crack Sealing - Taxiway and RWY	21-AIR-039	n/a		250,000				250,000
<i>Federal Entitlement Funds</i>				225,000				225,000
<i>General Funds</i>				25,000				25,000
AWOS Upgrade and Relocation	22-AIR-038	n/a	70,000					70,000
<i>General Funds</i>			21,000					21,000
<i>State Airport Funds</i>			49,000					49,000
Airport Improvements Total			670,000	470,000	250,000	50,000	420,000	1,860,000
Buildings								
Equipment Wash Bay (Adjacent to PW Facility)	11-BLDG-017	n/a		550,000				550,000
<i>Equipment Fund</i>				550,000				550,000
Complete Fence Perimeter at WTP	16-BLDG-037	n/a		40,000				40,000
<i>Water Fund</i>				40,000				40,000
RTC Preservation Project	19-BLDG-044	n/a	1,700,000					1,700,000
<i>State Grant Funds</i>			1,700,000					1,700,000
Buildings Total			1,700,000	590,000				2,290,000
Equipment								
Annual Allotment - Equipment Replacement (TBD)	08-EQUIP-015	n/a	732,020	753,980	776,600	776,600	776,000	3,815,200
<i>Equipment Fund</i>			732,020	753,980	776,600	776,000	776,000	3,814,600
Equipment Total			732,020	753,980	776,600	776,600	776,000	3,815,200

Department	Project #	Priority	2022	2023	2024	2025	2026	Total
Fire Department								
Fire Hall - Replace Concrete Apron <i>General Funds</i>	16-FIRE-020	n/a			80,000 <i>80,000</i>			80,000 <i>80,000</i>
Fire Station No. 1 Rehabilitation <i>Other: Bond Issue</i>	17-FIRE-026	n/a					2,500,000 <i>2,500,000</i>	2,500,000 <i>2,500,000</i>
Fire Hall: Concrete Apron Improvements <i>General Funds</i>	21-FIRE-028	n/a	20,000 <i>20,000</i>					20,000 <i>20,000</i>
Fire Department Total			20,000		80,000		2,500,000	2,600,000
Golf Course								
Stormwater Pond Water Reuse Project <i>Other: To Be Determined</i>	21-GOLF-19	n/a	50,000 <i>50,000</i>					50,000 <i>50,000</i>
Golf Course Total			50,000					50,000
Parking Lots								
Various Other Locations <i>General Funds</i>	06-PKNG-006	n/a			100,000 <i>100,000</i>			100,000 <i>100,000</i>
Downtown Lots (North): Overlay Pavement <i>General Funds</i>	07-PKNG-005	n/a		150,000 <i>150,000</i>				150,000 <i>150,000</i>
Parking Lots Total				150,000	100,000			250,000
Parks								
N.P. Park Playground ADA Surface <i>Liquor Store Revenue Fund</i> <i>Private Organization Funds</i>	12-PARK-061	n/a	675,000 <i>200,000</i> <i>475,000</i>					675,000 <i>200,000</i> <i>475,000</i>
Roosevelt Park Shelter <i>General Funds</i>	12-PARK-065	n/a				60,000 <i>60,000</i>		60,000 <i>60,000</i>
Hannah Park Shoreline Restoration <i>General Funds</i>	16-PARK-069	n/a			50,000 <i>50,000</i>			50,000 <i>50,000</i>
Van Dyk Park Playground Equipment (OTC Museum) <i>General Funds</i>	16-PARK-070	n/a			30,000 <i>30,000</i>			30,000 <i>30,000</i>
DTRF Phase 2 - East Side Splash Park <i>Other: Bond Issue</i> <i>Private Organization Funds</i> <i>State Grant Funds</i>	19-PARK-073	n/a	2,107,500 <i>1,014,500</i> <i>930,000</i> <i>163,000</i>					2,107,500 <i>1,014,500</i> <i>930,000</i> <i>163,000</i>
Parks Total			2,782,500		80,000	60,000		2,922,500
Sales Tax Projects								
Lighting for Ball Fields (DeLagoon) <i>Sales Tax Bond</i>	07-STP-004	n/a		800,000 <i>800,000</i>				800,000 <i>800,000</i>
DeLagoon Restrooms/Concessions (Ball Fields) <i>Sales Tax Bond</i>	19-STP-075	n/a		185,000 <i>185,000</i>				185,000 <i>185,000</i>
DeLagoon Restrooms/Concessions (Soccer Fields) <i>Sales Tax Bond</i>	19-STP-076	n/a		185,000 <i>185,000</i>				185,000 <i>185,000</i>
DeLagoon Park Imp. (Camping/Utilities) <i>Private Organization Funds</i> <i>Sales Tax Bond</i>	21-STP-003	n/a			2,300,000 <i>300,000</i> <i>2,000,000</i>			2,300,000 <i>300,000</i> <i>2,000,000</i>
Aquatic Center <i>Private Organization Funds</i> <i>Sales Tax Bond</i>	21-STP-009	n/a				7,100,000 <i>3,500,000</i> <i>3,600,000</i>		7,100,000 <i>3,500,000</i> <i>3,600,000</i>

Department	Project #	Priority	2022	2023	2024	2025	2026	Total
Sales Tax Projects Total				1,170,000	2,300,000	7,100,000		10,570,000
Sanitary Sewer System								
Main St. Lift Station & Trunk Sewer	06-SAN-007	n/a		250,000				250,000
<i>Sewer Fund</i>				150,000				150,000
<i>Special Assessment</i>				100,000				100,000
WWTP Renewal/Replacements	06-SAN-011	n/a	150,000	150,000	150,000	150,000	150,000	750,000
<i>Sewer Fund</i>			150,000	150,000	150,000	150,000	150,000	750,000
Vine Street: Summit to Laurel	06-SAN-013	n/a				150,000		150,000
<i>Sewer Fund</i>						150,000		150,000
Maple Avenue: Buse to Second	07-SAN-017	n/a		100,000				100,000
<i>Sewer Fund</i>				100,000				100,000
Park Street: Fir to Cherry	07-SAN-018	n/a			100,000			100,000
<i>Sewer Fund</i>					100,000			100,000
Hampden Avenue: Cascade to Sheridan	07-SAN-019	n/a					150,000	150,000
<i>Sewer Fund</i>							150,000	150,000
Channing Avenue: Pebble Lake Road to Maybelle	07-SAN-020	n/a			100,000			100,000
<i>Sewer Fund</i>					100,000			100,000
Reconstruction Lake Alice Area - Phase 3A	08-SAN-022	n/a			100,000			100,000
<i>Sewer Fund</i>					100,000			100,000
Annual Allotment: Sewer Line Improvements	08-SAN-024	n/a	200,000	200,000	200,000	200,000	200,000	1,000,000
<i>Sewer Fund</i>			200,000	200,000	200,000	200,000	200,000	1,000,000
"OLD" WWTP- Abatement/Demolition	10-SAN-028	n/a			800,000			800,000
<i>Sewer Fund</i>					800,000			800,000
Junius Avenue: Union to Cascade	13-SAN-031	n/a		400,000				400,000
<i>Sewer Fund</i>				400,000				400,000
Annual Allotment - Sanitary Sewer I&I Reduction	13-SAN-034	n/a	25,000	25,000	25,000	25,000	25,000	125,000
<i>Sewer Fund</i>			25,000	25,000	25,000	25,000	25,000	125,000
Annual Allotment - Sanitary Sewer Televising	13-SAN-035	n/a	15,000	15,000	15,000	15,000	15,000	75,000
<i>Sewer Fund</i>			15,000	15,000	15,000	15,000	15,000	75,000
Lift Sta. No. 6 - Rehabilitation	13-SAN-037	n/a				400,000		400,000
<i>Sewer Fund</i>						400,000		400,000
Stanton Ave. Recon: Union to Broadway	21-SAN-040	n/a	600,000					600,000
<i>Sewer Fund</i>			600,000					600,000
WTP Pavement Resurfacing	21-SAN-041	n/a	120,000					120,000
<i>Sewer Fund</i>			120,000					120,000
International Dr.Ext. - San. w/LS	21-SAN-042	n/a	450,000					450,000
<i>Sewer Fund</i>			450,000					450,000
Summit/Linden/Oak St. Recon	21-SAN-043	n/a	180,000					180,000
<i>Sewer Fund</i>			180,000					180,000
Sanitary Sewer System Total			1,740,000	1,140,000	1,490,000	940,000	540,000	5,850,000

Sidewalk/Bikepath								
CR #111 (CR #1 to Connell Dr.)	06-BIKE-004	n/a					150,000	150,000
<i>General Funds</i>							150,000	150,000
Pebble L. Rd.: TH210 to Pebble S. Dr.Resurface	10-BIKE-009	n/a		100,000				100,000
<i>General Funds</i>				100,000				100,000
Lincoln: Kennedy Park Rd. to Western (Phase 1)	13-BIKE-011	n/a			75,000			75,000
<i>General Funds</i>					50,000			50,000
<i>Special Assessment</i>					25,000			25,000
Lincoln: Kennedy Park Rd. to Field St. (Phase 2)	13-BIKE-012	n/a				100,000		100,000
<i>General Funds</i>						50,000		50,000

Department	Project #	Priority	2022	2023	2024	2025	2026	Total	
<i>Private Organization Funds</i>						50,000		50,000	
Safe Routes To School (SRTS) Program	13-BIKE-013	n/a		120,000				120,000	
<i>General Funds</i>								20,000	
<i>State Grant Funds</i>								100,000	
GET - South Segment (TH210 to Veterans Park)	19-BIKE-018	n/a			750,000			750,000	
<i>Federal/State/County Grants</i>								750,000	
GET - Central Segment (Union to H. Park)	19-BIKE-020	n/a		400,000				400,000	
<i>Other: To Be Determined</i>								400,000	
Sidewalk/Bikepath Total					620,000	825,000	100,000	150,000	1,695,000
Solid Waste									
Demo Cells - Leachate L.S. & Force Main	16-WASTE-010	n/a			450,000			450,000	
<i>Refuse Fund</i>								450,000	
Construct Demo Cell Phase 3B	16-WASTE-011	n/a		350,000				350,000	
<i>Refuse Fund</i>								350,000	
Demo Cell Closure - Phase 3A	16-WASTE-012	n/a		200,000				200,000	
<i>Refuse Fund</i>								200,000	
Solid Waste Total					550,000	450,000		1,000,000	
Storm Water System									
Reconstruction Lake Alice Improvements - Phase 3A	06-STRM-001	n/a			100,000			100,000	
<i>Storm Sewer Fund</i>								100,000	
Vine Street: Summit to Laurel	06-STRM-012	n/a				200,000		200,000	
<i>Storm Sewer Fund</i>								200,000	
Annual Allotment - MS4 Improvements	07-STRM-013	n/a	50,000	50,000	50,000	50,000	50,000	250,000	
<i>Storm Sewer Fund</i>								250,000	
Annual Allotment - Storm Sewer Improvements	12-STRM-021	n/a	100,000	300,000	300,000	300,000	300,000	1,300,000	
<i>Storm Sewer Fund</i>								1,300,000	
Lake Charles Water Level Control	16-STRM-026	n/a			75,000			75,000	
<i>Storm Sewer Fund</i>								75,000	
Junius Avenue: Union to Cascade St.	16-STRM-027	n/a		250,000				250,000	
<i>Storm Sewer Fund</i>								250,000	
Summit/Linden/Oak St. - Recon.	21-STM-030	n/a	150,000					150,000	
<i>Storm Sewer Fund</i>								150,000	
International Dr. Ext. - Storm Sewer	21-STRM-029	n/a	300,000					300,000	
<i>Storm Sewer Fund</i>								300,000	
Storm Water System Total				600,000	600,000	525,000	550,000	350,000	2,625,000
Streets									
Junius Avenue: Union to Cascade	06-STR-001	n/a		400,000				400,000	
<i>Other: Bond Issue</i>								320,000	
<i>Special Assessment</i>								80,000	
Second Avenue North (Spruce to Tower Rd.)	06-STR-008	n/a			250,000			250,000	
<i>Municipal State Aid</i>								200,000	
<i>Special Assessment</i>								50,000	
Replace Main St. Bridge over OTR	06-STR-033	n/a			900,000			900,000	
<i>General Funds</i>								450,000	
<i>State Transportation Funds</i>								450,000	
Vine St. (Summit to Laurel)	06-STR-037	n/a				250,000		250,000	
<i>Special Assessment</i>								250,000	
Hampden: Cascade to Sheridan	07-STR-038	n/a	250,000					250,000	
<i>Other: To Be Determined</i>								150,000	

Department	Project #	Priority	2022	2023	2024	2025	2026	Total
<i>Special Assessment</i>			100,000					100,000
Union: Alcott to Douglas	08-STR-042	n/a			450,000			450,000
<i>Municipal State Aid</i>					450,000			450,000
Lincoln Frontage Roads - Mall Area	13-STR-053	n/a			250,000			250,000
<i>Other: To Be Determined</i>					250,000			250,000
Bridge Rehab: Union over Railroad	13-STR-054	n/a		900,000				900,000
<i>Municipal State Aid</i>				200,000				200,000
<i>State Grant Funds</i>				700,000				700,000
Water Plant Road - Fir Ave. thru WTP Parking Area	16-STR-056	n/a			250,000			250,000
<i>General Funds</i>					250,000			250,000
Union Ave: Lincoln to Fir Resurfacing (STIP)	19-STR-057	n/a	1,200,000					1,200,000
<i>Federal STIP</i>			800,000					800,000
<i>Municipal State Aid</i>			400,000					400,000
Stanton Ave. Recon: Union to Broadway	21-STR-058	n/a	600,000					600,000
<i>Municipal State Aid</i>			600,000					600,000
Broadway Ave. Resurfacing: Fir to Lincoln (STIP)	21-STR-059	n/a		900,000				900,000
<i>Federal STIP</i>				720,000				720,000
<i>Municipal State Aid</i>				180,000				180,000
International Dr. Ext. - Street	21-STR-061	n/a	600,000					600,000
<i>Other: Bond Issue</i>			600,000					600,000
Summit/Linden/Oak St. - Recon.	21-STR-062	n/a	250,000					250,000
<i>Other: Bond Issue</i>			250,000					250,000
Streets Total			2,900,000	2,200,000	2,100,000	250,000		7,450,000

Water System

Annual Allotment - Upgrade 4" WM to 6" WM min.	06-WAT-001	n/a	50,000	50,000	50,000	50,000	50,000	250,000
<i>Water Fund</i>			50,000	50,000	50,000	50,000	50,000	250,000
Loop Connection: Meadowlark - Cleveland (6 to 12")	06-WAT-007	n/a		25,000				25,000
<i>Water Fund</i>				25,000				25,000
Water Plant Rehabilitation	06-WAT-009	n/a	250,000	250,000	250,000	250,000	250,000	1,250,000
<i>Water Fund</i>			250,000	250,000	250,000	250,000	250,000	1,250,000
1.5 MG Elevated Tank (Progress Dr.) Assessment	06-WAT-011	n/a				40,000		40,000
<i>Water Fund</i>						40,000		40,000
Vine St. (Summit to Laurel)	06-WAT-017	n/a				100,000		100,000
<i>Water Fund</i>						100,000		100,000
Annual Allotment - Water Line Improvements	08-WAT-037	n/a	150,000	150,000	150,000	150,000	150,000	750,000
<i>Water Fund</i>			150,000	150,000	150,000	150,000	150,000	750,000
Junius: Union to Cascade	11-WAT-040	n/a		250,000				250,000
<i>Water Fund</i>				250,000				250,000
Lime Sludge Lagoon Maintenance	16-WAT-047	n/a		50,000				50,000
<i>Water Fund</i>				50,000				50,000
Hampden: Cascade to Sheridan	16-WAT-048	n/a					100,000	100,000
<i>Water Fund</i>							100,000	100,000
0.5 MG El. Water Tank - Int./Ext. Coating Repairs	19-WAT-050	n/a	750,000					750,000
<i>Water Fund</i>			750,000					750,000
0.75 MG Ground Lv. Storage Tank Replacement	19-WAT-051	n/a		1,600,000				1,600,000
<i>Water Fund</i>				1,600,000				1,600,000
Stanton Ave. Recon: Union to Broadway	21-WAT-055	n/a	350,000					350,000
<i>Water Fund</i>			350,000					350,000
WTP Access Road Replacement	21-WAT-057	n/a	90,000					90,000
<i>Water Fund</i>			90,000					90,000
Phase 2 Intake Imp.	21-WAT-058	n/a					300,000	300,000
<i>Water Fund</i>							300,000	300,000

Department	Project #	Priority	2022	2023	2024	2025	2026	Total
Municipal Well: Additional <i>Water Fund</i>	21-WAT-059	n/a				400,000		400,000
						<i>400,000</i>		<i>400,000</i>
International Dr. Ext. - Watermain <i>Water Fund</i>	21-WAT-060	n/a	400,000					400,000
			<i>400,000</i>					<i>400,000</i>
Summit/Linden/Oak St. - Recon. <i>Water Fund</i>	21-WAT-061	n/a	180,000					180,000
			<i>180,000</i>					<i>180,000</i>
Water Plant Assessment <i>Water Fund</i>	21-WAT-063	n/a	80,000					80,000
			<i>80,000</i>					<i>80,000</i>
Douglas Ave. Watermain Extension <i>Financial Assurance Fund (Landfill)</i> <i>Water Fund</i>	22-WAT-056	n/a	380,000					380,000
			<i>65,000</i>					<i>65,000</i>
			<i>315,000</i>					<i>315,000</i>
Water System Total			2,680,000	2,375,000	450,000	990,000	850,000	7,345,000
GRAND TOTAL			13,874,520	10,618,980	9,426,600	10,816,600	5,586,000	50,322,700

Version No. 1

ATTACHMENT NO. 3

Version No. 1

Report a Concern

Full Name

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<i>Title</i>	<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>

Full Address

<input type="text"/>	
<i>Street Number and Name</i>	
<input type="text"/>	
<i>Unit Number</i>	
<input type="text"/>	<input type="text"/>
<i>City</i>	<i>State/Province/Region</i>
<input type="text"/>	<input type="text"/>
<i>Postal//ZIP Code</i>	<i>Country</i>

Phone

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Email

Single Dropdown

Please describe your concern.

500 characters

Version No. 1

Where is this problem occurring?

500 characters

Attachment ?

BROWSE...

CLEAR

Maximum size allowed: 5 MB

Allowed types: .gif, .jpg, .jpeg, .png, .doc, .docx, .xls, .xlsx, .rtf, .pdf, .txt

Review

Submit

Version No. 1



Council Action Recommendation

Page 1 of 1

Meeting Date:

December 1, 2021 – Committee of the Whole

December 6, 2021 – City Council

Subject:

NP Playground Park Improvements

Recommendation:

- Award the granular import quote to Barry Construction Inc. (BCI) in the amount of \$33,348.28
- Award the storm sewer improvement quote to Barry Construction Inc. (BCI) in the amount of \$14,569.62

Background/Key Points:

Quotes were solicited for the granular import and placement for the proposed NP Park playground improvement. Due to estimated costs for this work, I solicited two (2) local contractors. Barry Construction Inc. (BCI) submitted lowest quote in the amount of \$33,348.28.

Quotes were also solicited for the storm sewer improvements that generally consists of modifications to the existing storm sewer and playground drainage inlets. Barry Construction Inc. (BCI) submitted lowest quote in the amount of \$14,569.62.

If acceptable, the granular import and placement should start immediately.

Budgetary Impact:

The granular import quote is proposed to be funded with the project funding of private donations and transfers from the Liquor Store fund. The storm sewer improvements are proposed to be funded thru the Storm Water Enterprise Fund.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. – City Engineer

Attachments:

None

City Council Minutes
November 15, 2021

The Fergus Falls City Council held a regular meeting on November 15, 2021 at 5:30 pm in the City Council Chambers. Pastor Dave Foss of Bethel Lutheran Church gave the invocation and the Pledge of Allegiance was recited. Mayor Schierer called the meeting to order at 5:31 pm. Council members in attendance were Hagberg, Kvamme, Rufer, Thompson, Arneson, Gustafson and Hicks. Fish was absent.

Approval of Agenda

A motion and second were offered by Gustafson and Thompson to approve tonight's agenda with a revision to H-5 (Campus View Addition project) and Hick's request to remove item six from the consent agenda and the motion carried.

Retirement: Dave Christianson

Hicks offered **Resolution #241-2021** acknowledging the retirement of Dave Christianson and recognizing his 38 years of service to the City of Fergus Falls, which was seconded by Arneson and was adopted.

Retirement: Pat Kava

Gustafson offered **Resolution #242-2021** acknowledging the retirement of Pat Kava and recognizing his 7 years of service to the City of Fergus Falls, which was seconded by Hagberg and was adopted.

Library Foundation Update

Jennifer Smestad announced the Library Foundation made its final payment and fulfilled their \$3 million commitment to the city for the Library Renewal Project. She spoke about the public-private partnership efforts to bring this project to fruition thanked the donors, board members, council, and staff for their contributions to make this such a successful project. She commented on the usage of the library and its value to so many within the community, region and for visitors alike. Smestad felt this process can inspire other efforts within the community to work together and continue building a strong community. The foundation is working through a strategic planning process to continue supporting the library.

Consent Agenda

The following items were approved under **Resolution #243-2021** by Rufer: Motion approving the open and closed minutes from the November 1, 2021 City Council meeting and the November 10, 2021 Committee of the Whole meeting. Motion approving the following licenses: Full Liquor (2022) Zens Steak and Seafood, Fiesta Brava; Tobacco (2022) Fleet Farm (store and convenience store), Walmart Inc., Joanne New Age. 3.2% Off Sale Malt Liquor Walmart Inc.; Paving/Sidewalk (2021) Relay Construction LLC; Ellingson Trenchless LLC; Mechanical (2021) Mid States Infloor Heating LLC; Fireworks Display Permit Over the River Festival, December 4 in Wright Park at dusk; Brewer License, Taproom and Growler (2022) Fergus Brewing Company. **Resolution #244-2021** setting the ADA Transition Plan public hearing date for December 6, 2021 and appointing the Senior Engineering Tech and Sidewalk Program Coordinator as the ADA Coordinator for Public Rights of Way. **Resolution #245-2021** certifying delinquent special assessments. **Resolution #246-2021** certifying delinquent miscellaneous invoices. The resolution was seconded by Thompson and was adopted.

Hicks commented on the delinquency of the WestRidge Mall's utility payments. He said they have been making demands of the city and should reciprocate by staying current on their bills . His opinion is the city needs to take a hard stance on turning off their water if they continue not paying their bill. Hicks offered [Resolution #247-2021](#) certifying delinquent utility accounts, which was seconded by Hagberg and was adopted.

Ordinance 20

Ordinance 20, Eighth Series, Amending the zoning map from R-1 to R-A for Timber Ridge Estates was introduced by Gustafson and declared to have its first reading.

Ordinance 19

Ordinance 19, Eighth Series, Vacation of Campus Addition and Outlot B was adopted by a roll call vote.

PI 9508 RTC Phase 3

The council was asked to initiate PI 9508, the RTC Phase 3, the mothball and preservation options. Upon approval, staff would work with Stantec to refine the scope of work and cost estimates prior to begin preparing bid documents. City Engineer Brian Yavarow said the cost estimates for the main tower building as well as the east and west detached buildings would be presented as a base bid plus alternates so the council can decide what the most pressing needs are within the allotted budget. There is \$1,714,895.75 remaining from the Phase II state grant and Hicks asked if the city could return the money to the state rather than spending it. He said the city has shown willingness to preserve the tower, but the vision for the remaining buildings is still unknown. He felt if the city were to give the money back to the state, it would be looked upon favorably when the city would ask for additional funding once a concrete plan has been established. Kvamme disagreed with the comments there is not a plan for the campus stating a master plan has been developed over the past two years. He said the plan states the buildings are excellent candidates for renovation as they are structurally sound and the only thing making them unsafe is the mold issues. He advocated the council use the funding to clean, protect and keep the water out of the structure. Hicks offered [Resolution #248-2021](#) initiating PI 9508, the RTC Phase 3 Preservation Project, which was seconded by Hagberg and was adopted.

Property Tax Rebate Program

Otter Tail County recently extended their property tax rebate program. Applicants can now receive a \$10,000 rebate from the county's portion of property taxes and the program deadline was extended until December 31, 2024. Amy Baldwin from the county explained the reasoning behind the extension. Over the course of the pandemic, many people's plans changed due to economic factors, supply chain issues and rising material costs. Home values have gone up extensively and that will affect assessed home values. The county decided to extend the rebate to \$10,000 and retroactively over this higher level to those who have already applied to the program. Applicants have one year to build their home after being accepted into the program. Extending the program an additional year would provide more time to mitigate some of the factors holding people back from building. 150 applications have been approved to date with the majority coming from township areas. The program is also trying to provide needed to increase the housing inventory and attract workers to our county. Hicks said he would be voting in opposition as there have been numerous properties receiving TIF or tax abatement lately and the city needs to start collecting taxes. Rufer expressed his support for the program provides benefits such as building supply sales and solving housing needs within our communities. Hagberg offered [Resolution #249-2021](#), extending the city's property tax rebate

program through 2024, which was seconded by Rufer and was adopted with Hicks voting in opposition.

Campus View Public Hearing

Arneson offered **Resolution #250-2021** setting a preliminary project hearing for Campus View Addition for December 20, 2021 at 5:30 pm in the City Council Chambers, which was seconded by Hagberg and was adopted.

Resolution of Accounts

Hagberg offered a resolution authorizing the payments and claims in the amount of \$5,092,904.09, which was seconded by Kvamme and was adopted. Finance Director Bill Sonmor explained the larger amounts were due to annual bond payments and the city's reinvestment of funds within the investment portfolio.

Boards and Commissions

Staff have been working on a revitalization of city boards and commissions in an effort to clarify roles, improve communication and increase efficiencies for board and staff members. Some of the proposed changes include absorbing the duties of the Bicycle and Pedestrian Advisory Committee into the Parks and Recreation Board and renaming this the Board of Parks, Trails and Recreation, lowering the number of board members in many cases from 5 members to 3 members and designating the Airport Advisory Board, Human Rights Commission, Public Safety Advisory Board, Public Arts Commission and Sister City Commission as ad hoc commissions who meet based on work needs. The Natural Resources Advisory Commission was proposed to be codified as an official committee under the City Code. Hicks had questions about membership, vacancies and uniformity amongst the language. There was a discussion on the fundraising/grant writing opportunities for boards to participate in and the need for all boards to follow the rules set forth in the Open Meeting Law. The council was in consensus that members do not need to be residents of the city to participate on the boards or commissions. A motion and second were made by Hicks and Gustafson directing the City Attorney to draft revisions to City Code Chapter 32: City Organizations and the motion carried. The proposed changes will be reviewed at an upcoming Committee of the Whole meeting.

The meeting adjourned at 6:15 pm.

Lynne Olson

Committee of the Whole Meeting
December 1, 2021

The Fergus Falls City Council met as a Committee of the Whole on December 1, 2021 at 7:00 am in the City Council Chambers. Rufer, serving as the Acting Mayor, called the meeting to order. Council members in attendance were Hagberg, Kvamme, Rufer, Thompson, Arneson, Gustafson, Hicks and Fish.

Visit Fergus Falls Contract

The purpose of Visit Fergus Falls is promoting Fergus Falls as a tourism destination and strengthening the hospitality sector of the community. The city has a Local Convention and Tourism Agreement with Visit Fergus Falls. It has been a number of years since the contract was reviewed. Their board has proposed and approved an updated agreement that complies with lodging tax state statutes and City Code. This would be a three year contract with an automatic renewal unless a 60 day termination notice is provided. Visit Fergus Falls gets 97% of the lodging tax charged on hotel visits to enhance their tourism endeavors and the city gets the remaining 3% for administering fiscal host services. The city's only obligation in the contract is to serve as the fiscal host and a council member is appointed to serve on their board. Their bylaws require board members to be comprised from the hotel, restaurant, community attractions industries as well as an at large position. A motion and second were made by Fish and Hagberg to recommend the council approve the Local Convention and Tourism Agreement with Visit Fergus Falls and authorize the Mayor and City Administrator to execute the agreement and the motion carried.

Campus View Estates

The Preliminary Engineering Feasibility Report for PI 5958, the Campus View Estates Development is complete. The city's proposed work would consist of 36 foot streets with a sidewalk, curb and gutter, sanitary sewer main with services, watermain with services and storm sewer improvements to serve the benefitting properties. The total preliminary project cost is \$1,795,645 and the primary funding source is General Obligation Tax Abatement Bonds. Special assessments would also be levied against the benefitting properties as per city policy and Minnesota Statute Chapter 429 requirements. The collection of Tax Increment Funding would replace the special assessments to fund the bonds. A preliminary project hearing has been scheduled on December 20. The City Engineer reviewed the project scope, area and tentative construction date of spring 2022. He recommended the council accept the report as this project will benefit the necessary development of housing. Council members asked if a sidewalk on Park Street from Fir Avenue to the Minnesota Veterans Home as well as sidewalks on both sides of the streets through the development. A motion and second were made by Hicks and Thompson to recommend the council accept the Preliminary Engineering Feasibility Report for PI 5958 and the motion carried.

Airport Maintenance and Operations Grant

In addition to the state and federal grant programs for the airport capital improvement projects, the State of Minnesota is providing funding to supplement annual airport operations through an Airport Maintenance and Operation Grant contract. The state is offering 75% reimbursement in 2022 and 2023 for eligible items not to exceed \$71,453 each fiscal year. Expenses eligible for this reimbursement include city employee wages, heating, electricity, parts, supplies and pavement repairs. The state requires recipients to adhere to operational safety standards to maintain the airport in a safe and serviceable manner for aeronautical purposes only for the use and benefit of the public. A motion and

second were made by Hicks and Gustafson to recommend the council accept the State of Minnesota Airport Maintenance and Operation Grant offer for state fiscal years 2022 and 2023 and the motion carried.

NP Park Playground Improvements

The city has been working with local organizers to create an inclusive playground at NP Park that meets ADA standards. He shared the proposed project footprint and explained the park will be raised three feet to safely transition to the current sidewalk system. He reviewed the necessary modifications to the storm water basins and drainage system. Quotes were solicited for the granular import and placement of the playground equipment. The low quote was received from Barry Construction Inc. (BCI) in the amount of \$33,348.28. Quotes were also taken for the storm sewer improvements. Barry Construction Inc. submitted the low quote for this work in the amount of \$14,569.62. The funding is expected to come from the private fundraising efforts. A motion and second were made by Fish and Kvamme to recommend the council award the quotes for granular import and storm sewer improvements at NP Park and the motion carried.

Grant for Rural Child Care

Community Development Director Klara Beck asked the council for authorization to submit a grant to the Rural Child Care Innovation Program. This is a facilitated community engagement process to address the challenges of child care in rural communities and develop practical solutions for the participating communities. The city will be working in conjunction with Otter Tail County, West Central Initiative, and other entities working on child care issues. Possible outcomes of the project are the startup of new child care services or programs, mentorships, a POD model, community and business partnerships and awareness. Applications to participate in the project are due January 7 and there is no charge to partake in the process. It is estimated the process will take 18-24 months and the end goal is having the creation of a feasible community specific action plan. The community specific goals and action plans developed by the steering committee will be shared with the council as they develop. A motion and second were made by Gustafson and Thompson to recommend the council authorize the city and their partners to submit an application to participate in the First Children's Finance Rural Child Care Innovation Program and the motion carried.

Glacial Edge Trail

In 2017, the city adopted the Glacial Edge Trail Master Plan for a 14 mile trail mostly located within the city limits. Nick Leonard, representing Otter Tail County said the Greater Minnesota Regional Parks and Trails Commission (GMRPTC) designated a trail of regional significance in 2019. A five segment trail running East to West, known as the Pelican to Perham trail has secured funding for four of the five segments. The county is working on legislative bonding to secure the last segment which runs through Maplewood State Park. The next priority would be the establishment of this trail running from Fergus Falls to Maplewood State Park. The GMRPTC has suggested the county and city work together on this project so each trail is deemed regionally significant. An amendment to the Glacial Edge Trail Master Plan would be easier and more cost effective than initiating a new master plan. The amendment would require the county and city enter into a cooperative agreement to states funding, construction and maintenance are the responsibility of the jurisdictions. Trail segments within the city and adjacent townships are the responsibility of the city while the county would be responsible for all other trail segments. The county has already agreed to the amendment. A motion and second were made by Arneson and Hagberg to recommend the council accept the amendment to the Glacial

Edge Trail Master Plan and enter into a cooperative agreement with Otter Tail County for the Glacial Edge Trail and the motion carried.

New Business, Lincoln Avenue Street Project

Next year the city is planning a \$1.2 million project to improve the street condition and ADA compliance on Union Avenue from Fir to Lincoln Avenue and Lincoln from Union to Friberg as a federal and state funded transportation improvement project. There has been interest expressed in adding bike lanes to this project. It is not feasible to add bike lanes on the Union Avenue portion of the project without removing residential parking on one side of the street. Space is also limited in the Lincoln Avenue portion of the project, but the city has been looking at two options for driving and biking lanes. Alternate A would consist of a 10.5 foot driving lanes, 5 foot bike lanes and 10.5 foot turn lanes. Approximately 45 feet of curb and gutter would need to be removed at the intersections to accomplish this plan and no parking would be disrupted. Alternate B would have a shared 14 foot drive/bike lane as well as 10.5 foot turn lanes at the intersections. Both options would transition to a 7.5 foot parking lane, 5 foot bike path and 11 foot driving lanes along the corridor. Bike lanes are not required in the reconfiguration of the street, but they would replace the existing sharrows. A motion and second were made by Fish and Gustafson recommend the city proceed with Alternate A in the plans for PI 5314, the Union and Lincoln Avenue street improvement project and the motion carried with Kvamme voting in opposition.

Letter of Intent from OSPTI

OSPTI has submitted a letter of intent for the property behind the west liquor store. The council adjourned to a closed meeting at 7:43 am as allowed by MN Statute Section 13D.05, subd. 3(c). The discussion was tables at 8:06 am until the December 6 council meeting and the council did not adjourn back into an open meeting.

Lynne Olson

FOR COUNCIL MEETING— DECEMBER 6, 2021

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

Taxi- 2022

A-1 Wayne's City Shuttle

Tobacco-2022

CHS/Cenex Zip Trip

Full Liquor-2022

Applebee's Neighborhood Grill and Bar

American Legion Post #30

Mabel Murphy's

Socials Bar & Grill

Minnesota Lawful Gambling Permit

Fergus Area College Foundation for raffles at the college throughout February 2022

Minnesota Darkhouse Angling Association, West Otter Tail Chapter for a raffle at the Eagles Aerie on April 21, 2022

On Sale 3.2% Malt Liquor, Wine and Growler

Union Pizza & Brewing/Toast



Council Action Recommendation

Page 1 of 1

Meeting Date: December 6, 2021

Subject: 2022 Insurance Renewal

Recommendation: The City of Fergus Falls waive the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04

Background/Key Points: The City of Fergus Falls is insured through the League of Minnesota Cities Insurance Trust (LMCIT). The current statutes limit a city's tort liability to a maximum of \$500,000 per claimant and \$1,500,000 per occurrence. The LMCIT provides the City the option to waive the monetary statutory tort limits. The waiver provides coverage to a maximum of \$2,000,000 per claimant and \$2,000,000 per occurrence.

In prior years, the City of Fergus Falls has waived the statutory limits to provide expanded coverage for the residents.

I have reviewed this waiver with the City Attorney in the past and he recommends we continue to waive the statutory tort limits to provide this additional protection.

Budgetary Impact: Because the waiver increases the City's municipal liability and auto liability exposure, the premium is about 3.5% higher for coverage under the waiver option or about \$6,800 based on the 2021 municipal and automobile liability premiums.

Originating Department: Finance

Respectfully Submitted: Bill Sonmor, Finance Director

Attachments:

None

RESOLUTION # -2021
POLLING PLACES DESIGNATED FOR 2022

WHEREAS, Minnesota Statute 204B.16 requires municipalities to designate polling places for each precinct by December 31 each year and,

WHEREAS, there are two expected elections to take place in 2022; the August 9 Primary Election and the November 8 General Election and,

WHEREAS, the City of Fergus Falls plans to operate four polling locations during these 2022 elections as follows:

- Ward One, Precincts 1 and 2: Fergus Falls Public Library, 205 Hampden Avenue
- Ward Two, Precincts 1 and 2: Fergus Falls YMCA, 1164 N Friberg Avenue
- Ward Three, Precincts 1 and 2: M-State, 1414 College Way
- Ward Four, Precincts 1 and 2: Bigwood Event Center, 925 Western Avenue

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Fergus Falls, Minnesota to designate the 2022 polling places for the City of Fergus Falls,

The above and foregoing resolution was offered at a regular meeting of the City Council held on December 6, 2021 by Council Member ____ who offered its adoption was seconded by Council Member ____ and adopted by the following vote:

AYES:

NAYES:

Whereupon the above resolution was duly adopted.

ATTEST:

ADOPTED:

City Administrator

Mayor



Council Action Recommendation

Page 1 of 1

Meeting Date: December 6, 2021

Subject: 2021 Budget Adjustments

Recommendation: Please approve the proposed adjustments to the 2021 budgets.

Background/Key Points:

- Increase campground revenue and Park Areas capital outlay for revenues received in excess of the 2021 budget - \$7,700. The excess will be used toward the well replacement at the Delagoon Campground.
- Increase miscellaneous General Fund revenues and Park Areas capital outlay for Otter Tail Power rebates received for ice rink LED projects - \$13,560.
- Carry forward the 2020 unexpended snow removal budget to 2021 - \$51,031.
- ARPA Funds:
 - Approve transfer from ARPA Funds to the General Fund for mobile stage funding \$117,313 (in place of Liquor Store transfer as recommended by the Tax Levy Committee)
 - Approve transfer from ARPA Funds to the Capital Project fund for the water and sewer portions of the Downtown Riverfront Project up to \$245,000 (as recommended by the Tax Levy Committee)
- Reclassify telephone charges of \$1,450 from Building Inspection to Rental Registration/Code Enforcement for department reallocation.
- Increase Public Library revenue and expenditure budgets for donations received - \$460.

Budgetary Impact: The 2021 budgets will be adjusted accordingly.

Originating Department: Finance

Respectfully Submitted: Bill Sonmor, Finance Director

Attachments:

None

PLANNING COMMISSION MINUTES
November 22, 2021

The Fergus Falls Planning Commission held a regular meeting on November 22, 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).

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

City staff in attendance included Karin Flom, City Planner, Klara Beck, Community Development Manager, and Jill Hanson who took minutes for the meeting. Also in attendance were Austin Hennen and Duane Stigen. Chris Heyer (Moore Engineering), joined by telephone.

APPROVAL OF MINUTES

The minutes of the October 25, 2021 meeting were reviewed and Chair Stanislawski entertained a motion to approve the minutes. It was so moved by Commissioner Kilde and seconded by Commissioner Rachels. Passed unanimously.

PUBLIC HEARING TO CONSIDER A REQUEST FOR A CONDINATIONAL USE PERMIT (CUP) TO ALLOW FOR A USED CAR LOT IN A B-2 ZONE LOCATED AT 128 SOUTH TOWER ROAD. REQUESTED BY AUSTIN HENNEN

Chair Stanislawski asked City staff to explain the request. Karin Flom stated that the applicant, Austin Hennen, currently has a purchase agreement on approximately a half acre of vacant land located at 128 South Tower Road. Karin stated the applicant is proposing to construct and operate a used car lot. Karin explained the property is zoned B-2 (Service Business District) and a used car lot is a conditional use in the B-2 zone, noting there are conditions outlined in City Code.

Karin stated that the property is adjacent to B-2 on the west, north, and east, and B-1, Limited Business District to the south. To the west is multi-business space (“Pine Plaza”) which includes RV sales. To the east across South Tower Road is a storm water retention area owned by the City of Fergus Falls. To the north across West Lincoln Avenue is the former Hedahl’s building, which recently was purchased. It will be renovaded into a dental clinic. To the south (the B-1 property) is a multifamily apartment building.

Karin explained that the applicant’s site concept has the display lot and 20’ by 44’ office building located approximately 20 feet from the shared property line with the multifamily building. The display lot area would wrap around the west, north, and east sides of the property along the frontage road, West Lincoln Avenue, and South Tower Road. Karin stated that a more detailed site plan would be required when applying for a building permit. At that time, slight adjustments to the parking and display areas will need to be made to setbacks and customer parking. Should the Planning Commission attach any other conditions to the conditional use permit, a building permit review would also ensure those are being met.

Karin mentioned that the notice for the public hearing was published in the Daily Journal on November 10, 2021. A copy of this public notice was mailed to property owners within 350 feet on November 10, 2021. Staff has received no inquiries or public comments. Copies of the application materials were sent to the City of Fergus Falls Engineering Department, Building Official, and Fire Department. No staff comments were received.

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. Staff recommend approval of the Conditional Use Permit with the following conditions. The City's zoning code requires a used car lot to operate under conditions 2, 3, and 4 below in the B-2 zone.

1. Must abide by all building code and any applicable license requirements pertaining to the construction and operation of a used car lot.
2. The outside display and storage area shall be surfaced with a dust-free material, and the arrangement of entrances, exits and parking stalls shall be subject to the approval of the City Engineer. Off-street parking and loading areas shall be surfaced as required by §§ 154.190 through 154.204 of this chapter.
3. The lighting, whether direct or reflected, such as from floodlights or spotlights, and as differentiated from general illumination, shall not be directed into any adjacent property.
4. All automobiles not in saleable or running condition or automobile parts must be stored inside a building or within an area screened by an opaque fencing.

If the commission does not agree with any of the findings, then the commission should look at are there conditions to help to create a positive finding or look at a denial finding and create a set of findings to support denial. Commissioner Kilde had some concerns about opaque fencing mentioned in Condition #4 because of the location of the lot.

Public Hearing to consider a request for a CUP to allow for Used Car Lot in a B-2 Zone at 128 South Tower Road was opened to the public at 5:35 PM

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

Seeing no one, Chair Stanislawski closed the Public Hearing at 5:36 PM, and brought the meeting back to the Planning Commission for discussion. Commissioner Kilde felt that there should not be any opaque fencing on the sides of the lot running parallel with Tower Road and Lincoln Avenue and suggested modification of Condition #4 to prohibit opaque fencing along lot lines parallel with Tower Road and Lincoln Avenue.

4. All automobiles not in saleable or running condition or automobile parts must be stored inside a building or within an area screened by an opaque fencing. Opaque fencing may not be located on the sides of the lot which are parallel to South Tower Road or Lincoln Avenue.

Commissioner Rachels made a motion to recommend to approve the Conditional Use Permit request by Austin Hennen to allow for a used car lot at 128 South Tower Road with the proposed findings and conditions discussed. It was seconded by Commissioner Kilde. Passed unanimously.

PRELIMINARY AND FINAL PLAT TO CREATE A SEVEN LOT SUBDIVISION "PEBBLE HILLS ESTATES SECOND ADDITION," REQUESTED BY PEBBLE HILLS CORPORATION

Chair Stanislawski asked City staff to explain the request. Karin Flom stated an application has been submitted to the City of Fergus Falls by Pebble Hills Corporation (engineer/survey by Moore Engineering) for a one block, seven-lot subdivision Second Addition to Pebble Hills Estates. The current zoning of all lots in the plat area is R-1, One-Family Residence District.

Karin explained that the Second Addition to Pebble Hills Estates is another phase of development in this area. The area was annexed to the City in 1996 and the first subdivision was platted in 1996. The parcel being subdivided consists of the 4.98 in the plat area and 15.97 acres on the east side of Scenic Drive. These 15.97 acres are not being subdivided at this time.

Karin explained the zoning and land use of the area. The plat area is zoned R-1, One-Family Residence District. With the exception of the unplatted 15.97 acres (which is zoned R-A), surrounding properties are also zoned R-1. The area has developed with single-family dwellings. Other lots are undeveloped but owned by adjacent property owners as back lots.

Karin showed images from the proposed plat and stated all lots meet R-1 dimensional standards. Karin explained that at the back of these lots is a dedicated walkway that will connect to a platted walkway from other subdivisions in the area.

Karin mentioned that notices for the public hearing was published in the Daily Journal on November 10, 2021. A copy of this public notice was mailed to property owners within 350 feet on November 10, 2021. Staff have received no inquiries or comments from the public to date. Karin stated that comments on the preliminary plat were sought from staff in the Engineering Department, Building Official, and Fire Department. The notice was also sent to the DNR area hydrologist. The Engineering Department noted there would be deferred assessments to these parcels due to previous sanitary sewer and water main expansion work. The Engineering Department also noted there is no adjacent water main to the lots within the plat area.

Karin stated that the five proposed findings in the staff report were created with the idea of approval of the preliminary and final plat. Staff recommend approval of the preliminary and final plat with the following recommended condition:

1. Prior to recording the plat, the applicant shall enter into a developer's agreement, which will address things such as, but not limited to, installation of required utilities and infrastructure.

Karin stated that if the Planning Commission does not agree with any of the findings, then the Planning Commission should look at if 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.

Chair Stanislawski asked if the applicant would like to address the Commission. Chris Heyer, Moore Engineering, mentioned that Craig Vaughn, a partner in Pebble Hills Corporation, is agreeable to entering into a developer's agreement. There was some discussion about the deferred assessments and how the assessments would be allocated to the seven lots in the subdivision when the property was developed.

Public Hearing to Consider a Request for a Preliminary and Final Plat to Create a Seven Lot Subdivision "Pebble Hills Estates Second Addition". Requested By Pebble Hills Corporation was open to the Public at 5:46 PM

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

Duane Stigen, 25620 Aurdal River Road, explained how he purchased a lot in the adjacent subdivision. He had some questions about the impact of the developer's agreement and installation of utilities in the proposed subdivision on his lot's special assessments. Chris Heyer, representative of the applicant, clarified for Mr. Stigen that a developer's agreement means the utilities are paid for and installed by the developer and not the City.

Chair Stanislawski closed the Public Hearing to the Public at 5:52 PM, and bought the meeting back to the Planning Commission for discussion.

Commissioner Kilde made a motion to approve the preliminary & final plat to create a seven lot subdivision "Pebble Hills Estates Second Addition" with the proposed findings as presented and the recommended condition. It was seconded by Commissioner Rachels. Passed unanimously.

CITY COUNCIL UPDATE ON ORDINANCE AMENDMENT – Use Tables, Accessory Buildings & Fences

Karin stated that the City Council had the second reading of the zoning code ordinance changes on November 1 and they approved the Planning Commission's recommendations with a few changes. They removed the two-foot setback requirement for fences and clarified language about fence opacity in front yards. Karin mentioned the ordinance changes went into effect today (November 22, 2021).

DECEMBER 2021 APPLICATIONS

Karin mentioned that there may be a need for a December 27, 2021 Planning Commission meeting.

Commissioner Kilde asked if there were any updates on the joint subcommittee created to study zoning ordinance change for group living situations. Karin replied there were no updates at this time.

The next regular meeting will be on December 27, 2021 at 5:30 PM.

The meeting adjourned at 5:55 pm.

City Planner

DRAFT



Council Action Recommendation

Page 1 of 1

City Council Meeting Date: December 6, 2021

Subject: Conditional Use Permit at 128 S Tower Rd (C-2021-5)

Recommendation: Adopt a resolution approving a conditional use permit for a used car lot in the B-2 zone at 128 S Tower Rd as requested by Austin Hennen and recommended by the Planning Commission.

Background/Key Points: The applicant, Austin Hennen, is proposing to construct and operate a used car lot at 128 S Tower Road. This property is zoned B-2, Service Business District. A used car lot is a conditional use in the B-2 zone (154.037(C)(1)). The Planning Commission voted at its November 22, 2021 meeting to recommend approval of the conditional use permit with the following conditions:

1. Must abide by all building code and any applicable license requirements pertaining to the construction and operation of a used car lot.
2. The outside display and storage area shall be surfaced with a dust-free material, and the arrangement of entrances, exits and parking stalls shall be subject to the approval of the City Engineer. Off-street parking and loading areas shall be surfaced as required by §§ 154.190 through 154.204 of this chapter.
3. The lighting, whether direct or reflected, such as from floodlights or spotlights, and as differentiated from general illumination, shall not be directed into any adjacent property.
4. All automobiles not in saleable or running condition or automobile parts must be stored inside a building or within an area screened by an opaque fencing. Opaque fencing may not be located on the sides of the lot which are parallel to South Tower Road or Lincoln 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 November 22, 2021 Planning Commission Meeting Packet.

Budgetary Impact: None

60-Day Decision Deadline (MN Statute): January 1, 2022

Originating Department: Community Development

Respectfully Submitted: Karin Flom, City Planner



Council Action Recommendation

Page 1 of 1

City Council Meeting Date: December 6, 2021

Subject: Preliminary and Final Plat of Second Addition to Pebble Hills Estates (**P-2021-4 and F-2021-4**)

Recommendation: Adopt a resolution approving the preliminary and final plat for Second Addition to Pebble Hills Estates as requested by Pebble Hills Corporation and recommended by the Planning Commission.

Background/Key Points: Pebble Hills Corporation is requesting a combined preliminary and final plat approval of "Second Addition to Pebble Hills Estates" a seven lot, one block subdivision of part of Parcel ID 71001500091000. The total plat area for Second Addition to Pebble Hills Estates is 4.98 acres.

The plat area is zoned R-1, One-Family Residence District. Surrounding properties are zoned R-1. The portion of this parcel to remain unplatted is zoned R-A. The area has developed with single family dwellings.

The newly created lots will have deferred assessments due to previous construction of sanitary sewer and water main expansion in the area. The lots are not currently served by City water, but sanitary sewer is available.

The Planning Commission voted at its November 22, 2021 meeting to recommend approval of the preliminary and final plat with the following condition:

1. Prior to recording the plat, the applicant shall enter into a developer's agreement which will address things such as, but not limited to, installation of required utilities and infrastructure.

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 November 22, 2021 Planning Commission Meeting Packet.

Budgetary Impact: None

120-Day Decision Deadline (MN Statute): February 10, 2022

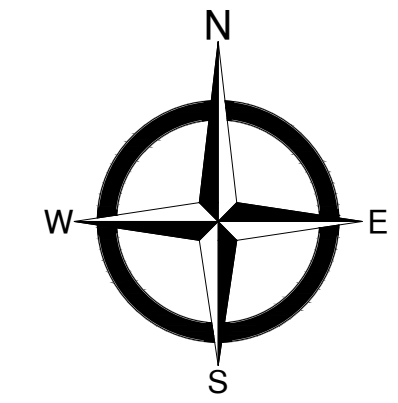
Originating Department: Community Development

Respectfully Submitted: Karin Flom, City Planner

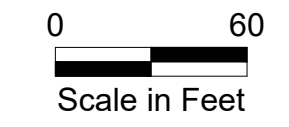
Attachments: Second Addition to Pebble Hills Estates Preliminary & Final Plat

PRELIMINARY PLAT OF: SECOND ADDITION TO PEBBLE HILLS ESTATES

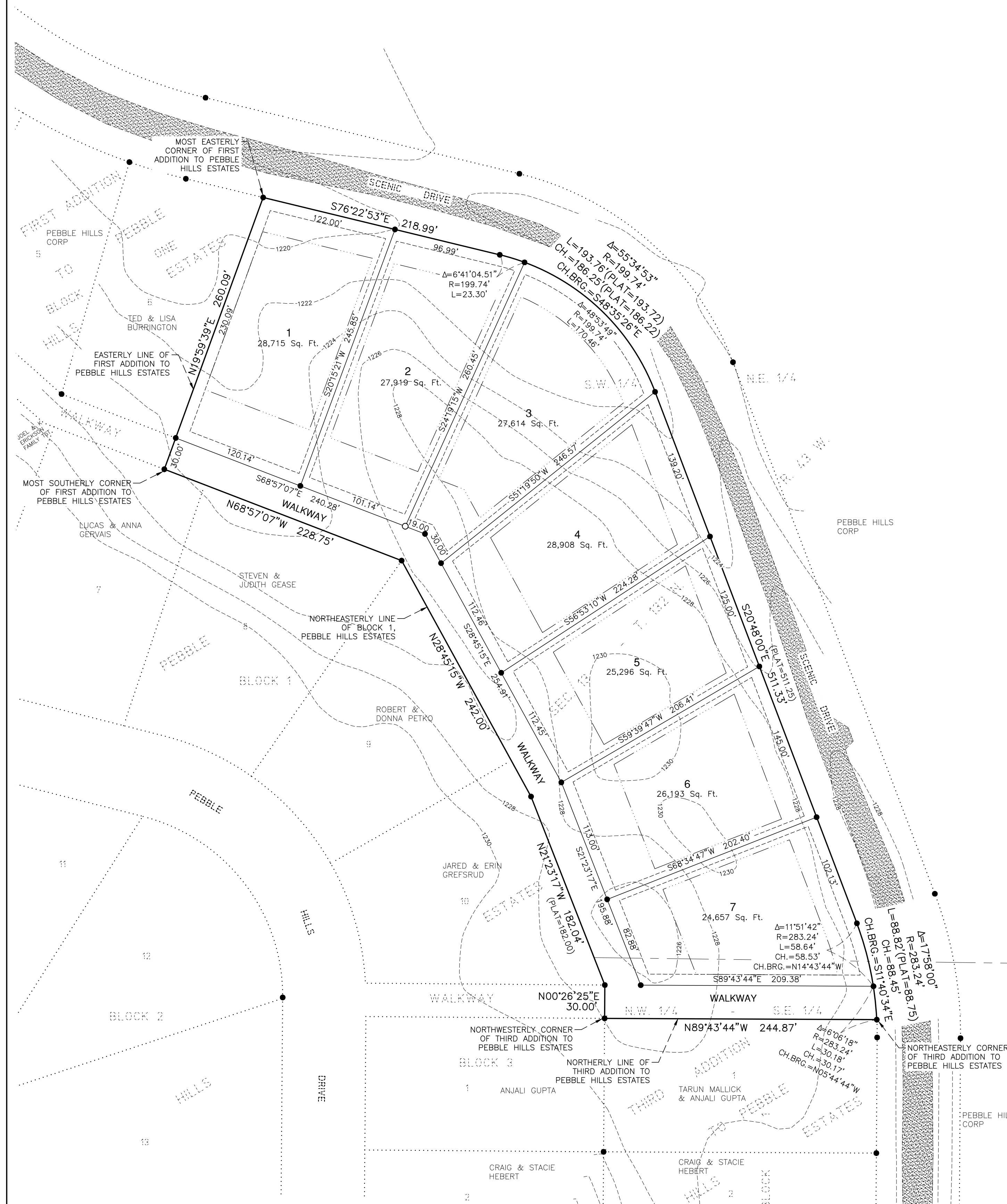
IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER
AND IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER
ALL IN SECTION 13, TOWNSHIP 132 NORTH, RANGE 43 WEST
BUSE TOWNSHIP, CITY OF FERGUS FALLS
OTTER TAIL COUNTY, MINNESOTA



BASIS OF BEARING: THE NORTHERLY LINE OF
THIRD ADDITION TO PEBBLE HILLS ESTATES HAS
A RECORD BEARING OF N89°43'44"W



TOTAL PLAT AREA: 4.98 ACRES



GENERAL NOTES

SOILS—USDA, SOIL CONSERVATION SERVICE HAS CLASSIFIED THE FOLLOWING SOIL TYPES ON THIS PROPERTY:

- 339 FOROVILLE LOAM
DEPTH TO WATER TABLE: GREATER THAN 6.0 FEET
- 341B ARVILLA SANDY LOAM, 2-6% SLOPES
DEPTH TO WATER TABLE: GREATER THAN 6.0 FEET

THE PROPERTY DOES NOT FALL WITHIN A 100 YEAR FLOOD PLAIN.

VEGETATION—THE PROPERTY CONTAINS A MIXED VARIETY OF UPLAND VEGETATION.

THE PROPOSED LOTS ARE WITHIN 1000' OF AN UNCLASSIFIED UNNAMED LAKE, LAKE ID 56-831.

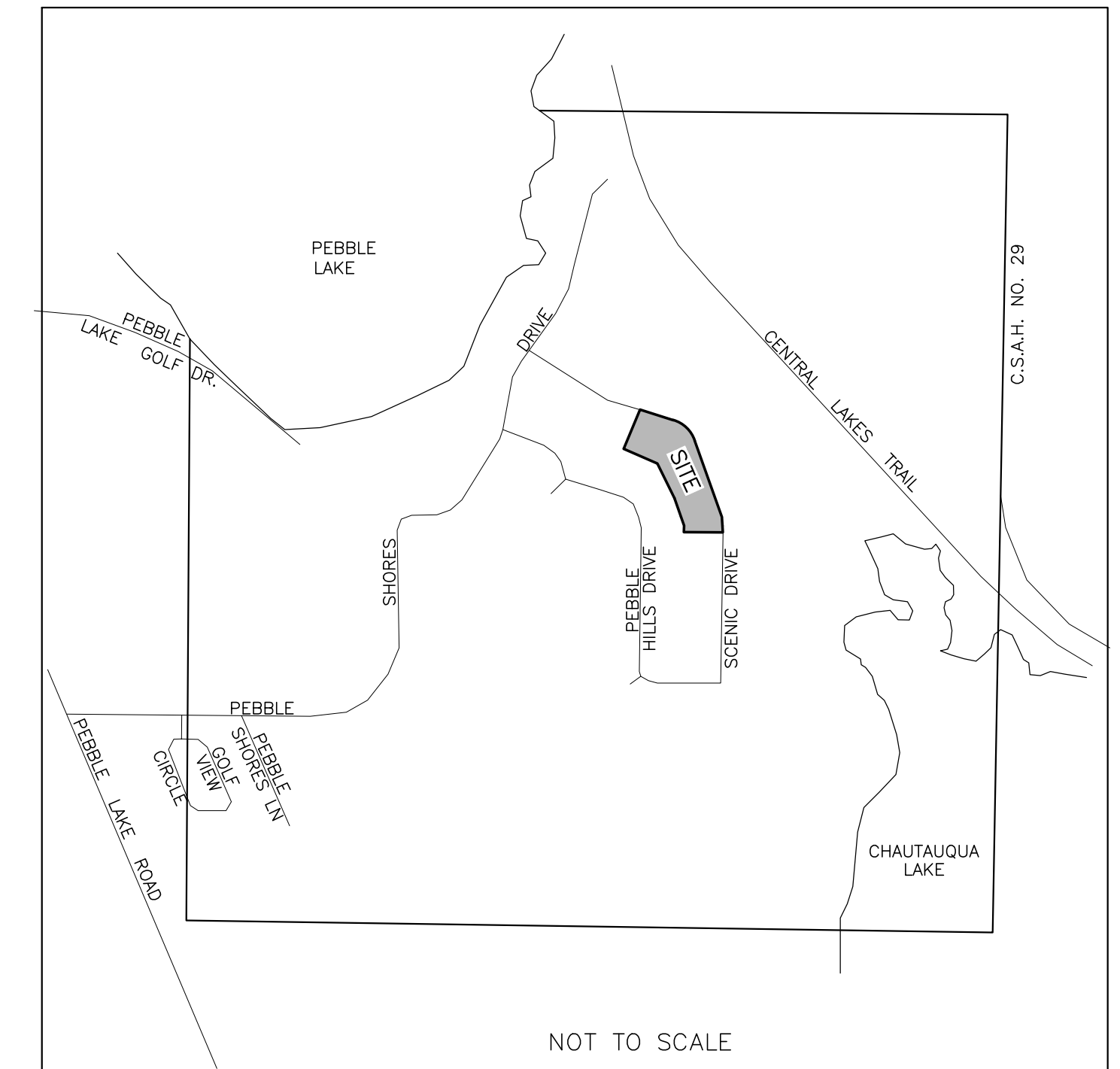
THERE ARE NO BLUFFS OR WET LANDS ON THE PROPOSED LOTS.

ALL LOTS WILL BE SERVICED BY CITY WATER AND SEWER.

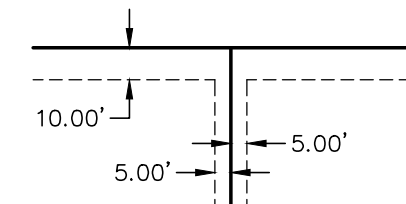
ALL LOTS WILL BE ZONED SINGLE FAMILY RESIDENTIAL.

VICINITY MAP

SEC. 13, T. 132, R. 43



UTILITY EASEMENTS ARE TO BE DEDICATED AS FOLLOWS:



BEING 10 FEET IN WIDTH AND ADJOINING ALL ROADS.
BEING 5 FEET IN WIDTH AND ADJOINING ALL LOT LINES.

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.

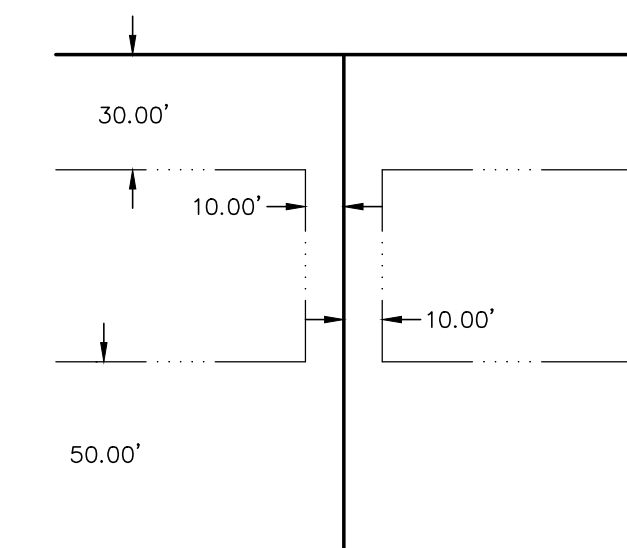
Christopher D. Heyer
Christopher D. Heyer, Minnesota License No. 43807

Date signed: October 6, 2021

LEGEND

- = FOUND IRON MONUMENT
- = IRON ROD SET AND MARKED WITH LAND SURVEYOR NO. 43807
- - - = DENOTES UTILITY EASEMENT LINE
- = SETBACK LINE
- ▨ = GRAVEL SURFACE

BUILDING SETBACKS ARE AS FOLLOWS:



OWNER/DEVELOPER

PEBBLE HILLS CORPORATION
CRAIG VAUGHN
17827 CEDAR POINT LANE
FERGUS FALLS, MN 56537
(218)-770-9354

PARCEL ID NUMBER

71001500091000

SURVEYOR

MOORE ENGINEERING, INC
1808 EAST FIR AVE.
FERGUS FALLS, MN 56537
(218) 998-4041



Consulting Engineering - Land Surveying
West Fargo, ND • Fergus Falls, MN • Minot, ND
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Council Action Recommendation

Page 1 of 1

Meeting Date: December 6, 2021

Subject: American Rescue Plan Supplemental Distribution

Recommendation: Please approve a resolution accepting the additional distribution of ARPA funds in the total amount of \$47,799.20 (the additional funds will be received in two payments; ½ in 2021 and ½ in 2022).

Background/Key Points:

Non-entitlement cities (generally cities with populations under 50,000) accessed ARPA funds by submitting a request to Minnesota Management and Budget's COVID-19 Response Accountability office (MMB) by 10-11-2021. The City of Fergus Falls requested ARPA funds on 06-25-2021 and received the first deposit of \$729,820.00 on 07-26-2021.

The City of Fergus Falls received an additional deposit of \$23,899.60 on 11-23-2021. This deposit represents the City's share of ARPA funds left unclaimed after the due date for requesting funds. The State of Minnesota redistributed the remaining funds amongst eligible local governments who had requested ARPA funds.

Budgetary Impact: The funds will be expended according to the Department of Treasury guidance and approved by the Tax Levy Committee.

Originating Department: Finance

Respectfully Submitted: Bill Sonmor, Finance Director

Attachments:

None



Council Action Recommendation

Page 1 of 1

Meeting Date: December 6, 2021

Subject: Otter Tail Power Donation - Fire Department

Recommendation: Please approve a resolution accepting a \$250 donation from Otter Tail Power for Fire Department equipment purchases.

Background/Key Points:

The Fergus Falls Fire Department received a \$250 donation from Otter Tail Power for the purchase of rope rescue/confined-space equipment.

Budgetary Impact: The funds will be receipted to the General Fund donations revenue and the Fire Department equipment expenditure budget will be increased accordingly.

Originating Department: Finance & Fire Department

Respectfully Submitted: Bill Sonmor, Finance Director and Ryan Muchow, Fire Chief

Attachments:

None



Council Action Recommendation

Page 1 of 2

Meeting Date:

12/1/21 Committee, 12/6/21 Council Meeting

Subject:

Contract with Visit Fergus Falls

Recommendation:

Resolution approving a Local Convention and Tourism Agreement with Visit Fergus Falls and authorizing the Mayor and City Administrator to execute the agreement

Background/Key Points:

The Fergus Falls Convention and Visitor's Bureau (Visit Fergus Falls) has been providing tourism services to the City of Fergus Falls for many years. The last time an agreement was entered into between the City and the CVB was back in 2003 (18 years ago). That particular agreement allowed for automatic annual renewal, but it was supposed to be reviewed annually. It has been several years since the agreement was reviewed and much of the language is out of date.

The City was approached by Visit Fergus Falls to look at putting a new contract in place, which is simplified and updated. This proposed agreement will be for three years and then will renew annually unless terminated. A 60 day termination notice is required to end the contract.

A redline version is included in the packet and will show how many things were able to be eliminated or updated. First of all, lodging tax is a major component of the agreement. The City remits 97% of collected lodging tax to Visit Fergus Falls to carry out its duties and retains 3% to cover the cost of fiscal hosting services. City Code Chapter 9 covers the pertinent information as it relates to lodging tax, making much of the previous language cumbersome. Further, we wanted to allow the Visit Fergus Falls board additional latitude to be responsive to market conditions in the tourism industry. The language in the proposed agreement certainly honors the purpose of the lodging tax, but gives the board the ability to set goals and carry out objectives. Per the Visit FF bylaws, there is a Mayoral appointment on the board at all times. Currently, there are two City Councilmembers serving on the board. Finally, as mentioned, the City serves as the fiscal host, making much of the language pertaining to budgets, audits, accounts payable, etc. unnecessary, as that is all included within the scope of the City's role.

Besides simplifying and shortening the contract, there won't be any changes in how Visit FF operates or the relationship between the City and Visit FF. Visit FF is still tasked with promoting the City as a tourism destination and working to enhance and strengthen our hospitality sector. The only obligation of the City in this agreement is to serve as fiscal host, which we have been doing.

This agreement was approved by the Visit Fergus Falls Board at their November 15, 2021 meeting.

Budgetary Impact:

N/A

Originating Department:

Administration

Respectfully Submitted:

Andrew Bremseth, City Administrator

Attachments:

Local Convention and Tourism Agreement
Redline version

LOCAL CONVENTION AND TOURISM AGREEMENT

THIS AGREEMENT is entered into to be effective as of November __, 2021, by and between the **CITY OF FERGUS FALLS, MINNESOTA**, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as “City”, and the **FERGUS FALLS CONVENTION AND VISITOR’S BUREAU, INC.**, a non-profit corporation organized under the laws of the State of Minnesota, doing business as VISIT FERGUS FALLS, hereinafter referred to as “VFF”.

RECITALS

A. Pursuant to City Code § 36.02, the City has imposed a local tax on lodging to fund a convention and visitors bureau and,

B. Pursuant to Minnesota Statutes § 469.190 Subd. 3 and City Code § 36.14, ninety-five percent of the gross proceeds from any local lodging tax imposed shall be dedicated to fund a local convention or tourism bureau for the purpose of marketing and promoting the City as a tourist or convention center, and

C. The hospitality industry forms a major component of the City’s business and tax base, and

D. A healthy and vital hospitality industry is important to the overall well-being of the City, its residents, and businesses; and

E. The City deems it in the public interest to support the hospitality industry by promoting the City as a tourist, conference, and visitor destination;

WHEREAS, VFF is a local tourism or convention bureau organized for the purpose of marketing and promoting the CITY as a tourist or convention center.

WHEREAS It is in the best interests of the City to designate VFF as the local convention and visitors bureau to manage and administer the marketing and promoting of tourism in the City as a part of the City's overall economic development program.

NOW, THEREFORE, the parties agree as follows:

1. ***TERM.***

1.1 The term of this agreement shall be for three years from the date of commencement. This agreement will renew thereafter on an annual basis for a calendar year in accordance with the provisions of this agreement, until terminated.

1.2 The parties may terminate this agreement only as follows:

A. By either party, with or without cause, upon sixty (60) days written notice of election to terminate; or,

B. If the local lodging tax is eliminated, -the City may terminate this agreement immediately by delivering written notice of termination to VFF. For purposes under this section, termination shall be effective upon delivery of the notice.

1.3 Upon termination, all funds allocated or held by VFF, which remain in accounts for the purpose of funding VFF operations shall be remitted to the City, less such amounts as are necessary to cover obligations and expenses incurred by VFF prior to receiving notice of termination to carry out obligations of this agreement in accordance with the budget approved by the City.

2. ***SERVICES RENDERED BY VFF.***

2.1 VFF will provide sales and marketing services to attain the maximum benefit of the hospitality industry, primarily lodging and maximum usage of the City's hospitality industries.

2.2 VFF shall furnish the following services:

A. Perform and provide services necessary to promote the City as a travel destination for leisure and group business.

B. Plan, coordinate and conduct programs that attract visitors to the City.

C. Participate in the enhancement of community amenities that directly impact tourism.

D. Other services from time to time as requested by the City and approved by the board.

2.3 VFF shall not undertake any activity that conflicts with or reasonably appears to conflict with its rendering of service to the City under this agreement.

2.4 As representatives for the City, VFF staff and board members shall abide by the established government ethics relating to volunteers as set forth in City Code Chapter 33.

3. ***COLLECTION AND DISTRIBUTION OF THE LODGING TAX.***

3.1 The City shall remit to VFF, for funding of VFF, ninety-seven percent (97%) of the local lodging tax payment received by the City, less refunds, in the preceding month during the term of this Agreement.

4. ***FISCAL.***

4.1 The City shall be VFF's fiscal host.

5. ***HOLD HARMLESS INDEMNIFICATION AND INSURANCE***

5.1 Any and all employees of VFF, or other persons while engaged in the performance of any service required by VFF under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of VFF, its agents, or employees or other persons while so engaged in any of the services provided to be rendered herein, shall in no way be the obligation or responsibility of the City. In connection therewith, the VFF hereby agrees to indemnify, save and hold harmless, and defend the City and all of its officers, agents, and employees from any and all claims, demands, actions, or causes of action, of whatsoever nature or character arising out of or by reason of the execution of the performance of the services provided for in this Agreement.

5.2 VFF shall carry insurance to cover its employees and agents while performing services pursuant to this Agreement. Such insurance coverage shall include

comprehensive general liability and property damage to VFF and its employees and agents in such amounts as will equal the applicable limits of liability to which the City may be held pursuant to Minnesota Statute § 466.04 as the same may be amended from time to time VFF shall also carry worker's compensation as required by Minnesota Statutes § 176.181, Subdivision 2, and provide the City with proof of compliance with Minnesota Statutes § 176.182, as the same may be amended from time to time.

6. ***STRUCTURE OF ORGANIZATION.***

6.1 VFF shall maintain its non-profit tax status in compliance with state and federal law.

6.2 VFF shall consult with the City before adopting any modifications to the existing composition of the Board of Directors of VFF as presently set forth in its by-laws.

6.3 No employee of VFF shall serve on the Board of Directors of VFF.

6.4 No member of the City Council or employee of City shall have any interest in any contract made by VFF in performing its services.

7. ***CITY'S SERVICES.*** City may provide VFF with meeting rooms and such other staff as agreed to by the City Administrator of City and the Executive Director of VFF. City shall provide fiscal host services in the form of accounting and investment management as requested.

8. ***REPORTING PROCEDURES.*** VFF shall keep and maintain adequate records of the services performed and expenses incurred in carrying out the program

which is the basis of this agreement. VFF shall provide City with progress reports as requested from time to time.

9. **DEFAULT.** The City shall have the right, at all reasonable times, to inspect the books and records for the purpose of determining performance of the obligations of VFF hereunder. If VFF fails to keep and perform any of the covenants or agreements contained in this indenture, this agreement shall become void as determined solely by the City.

10. **ASSIGNABILITY.** This agreement shall not be assigned to any other party without the written consent of all parties.

11. **LAWS.** VFF will comply with all applicable federal, state and local laws in the performance of its obligations in this Agreement.

12. **DISCRIMINATION.** VFF in providing services hereunder shall comply with the provisions of Minnesota Statutes § 181.59 which is incorporated into this Agreement as set forth in its entirety and VFF shall not discriminate against any person or firm in any of its activities hereunder on the basis of race, creed, or color.

13. **ENTIRE AGREEMENT.** The covenants, stipulations and conditions herein contained constitute the entire Agreement.

IN WITNESS WHEREOF, the parties have set their signatures the day and year first above written.

THE CITY OF FERGUS FALLS

BY _____

Its Mayor

BY _____
Its City Administrator

FERGUS FALLS CONVENTION
AND VISITOR'S BUREAU, INC.
Doing business as VISIT FERGUS
FALLS

BY _____
Its Chairman

BY _____
Its Secretary

STATE OF MINNESOTA)
) SS
COUNTY OF OTTER TAIL)

The foregoing agreement was acknowledged before me this _____ day of
November 2021, by Ben Schierer and Andrew Bremseth, the Mayor and City
Administrator of the City of Fergus Falls, a Minnesota municipal corporation, on behalf
of said corporation.

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF OTTER TAIL)

The foregoing agreement was acknowledged before me this _____ day of
November 2021, by _____ and
_____, the Chairman and Secretary of the Fergus Falls
Convention and Visitor’s Bureau, Inc., a Minnesota non-profit corporation, doing
business as Visit Fergus Falls, on behalf of said corporation.

Notary Public

bjl/clients/city/convent.cnt/agremnt.j03

LOCAL CONVENTION AND TOURISM AGREEMENT

THIS AGREEMENT is entered into to be effective as of November 1, 2021, by

Deleted: made this _____ day of July
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and between the CITY OF FERGUS FALLS, MINNESOTA, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as "City", and the FERGUS FALLS CONVENTION AND VISITOR'S BUREAU, INC., a non-profit corporation organized under the laws of the State of Minnesota, doing business as VISIT FERGUS FALLS, hereinafter referred to as "VFF".

Deleted: FFCVB

RECITALS

Deleted: WITNESSETH:

A. Pursuant to City Code § 36.02, the City has imposed a local tax on lodging to fund a convention and visitors bureau and,

Deleted: WHEREAS, City has heretofore adopted an ordinance relating to

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Deleted: which is presently codified as City Code Chapter 9;

B. Pursuant to Minnesota Statutes § 469.190 Subd. 3 and City Code § 36.14, ninety-five percent of the gross proceeds from any local lodging tax imposed shall be dedicated to fund a local convention or tourism bureau for the purpose of marketing and promoting the City as a tourist or convention center, and

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C. The hospitality industry forms a major component of the City's business and tax base, and

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Deleted: WHEREAS, City has heretofore administered said program by the City's appointment of a Convention and Visitor's Bureau; said Convention and Visitor's Bureau has now been repealed and it is the desire of City to enter into a contract to administer said program with a private non-profit corporation; and,¶

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D. A healthy and vital hospitality industry is important to the overall well-being of the City, its residents, and businesses; and

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E. The City deems it in the public interest to support the hospitality industry by promoting the City as a tourist, conference, and visitor destination;

WHEREAS, VFF is a local tourism or convention bureau organized for the purpose of marketing and promoting the CITY as a tourist or convention center.

~~Deleted:~~ FFCVB
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~~Deleted:~~ or tourism

WHEREAS, It is in the best interests of the City to designate VFF as the local convention and visitors bureau to manage and administer the marketing and promoting of tourism in the City as a part of the City's overall economic development program.

~~Deleted:~~ performing such promotion; and,
~~Deleted:~~ It is in the collective opinion of the parties to this agreement that it
~~Deleted:~~ would be
~~Deleted:~~ citizens of the
~~Deleted:~~ of Fergus Falls

NOW, THEREFORE, the parties agree as follows:

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~~Deleted:~~ FFCVB

1. TERM.

~~Deleted:~~ were to manage and administer for the
~~Deleted:~~ and

1.1 The term of this agreement shall be for three years from the date of commencement. This agreement will renew thereafter on an annual basis for a calendar year in accordance with the provisions of this agreement until terminated.

~~Deleted:~~ in consideration of the mutual covenants herein contained,
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~~Deleted:~~ on December 31, 2004.
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~~Deleted:~~ renewed

1.2 The parties may terminate this agreement only as follows:

A. By either party, with or without cause, upon sixty (60) days written notice of election to terminate; or,

~~Deleted:~~ Notwithstanding the automatic renewal provisions of this section, the parties shall review this agreement in full at least annually.

B. If the local lodging tax is eliminated, the City may terminate this agreement immediately by delivering written notice of termination to VFF. For purposes under this section, termination shall be effective upon delivery of the notice.

~~Deleted:~~ . . . A. . On or before October 1, 2004, and each subsequent year if this agreement is renewed, the FFCVB will initiate a request in writing to renew this agreement for the next calendar year. The City will respond in writing within thirty (30) days if it is the City's intention not to renew this agreement. Otherwise, the agreement will automatically renew for a one year term. Failure by FFCVB to provide a written request will cause this agreement to terminate.
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1.3 Upon termination, all funds allocated or held by VFF, which remain in accounts for the purpose of funding VFF operations shall be remitted to the City, less such amounts as are necessary to cover obligations and expenses incurred by VFF prior to receiving notice of termination to carry out obligations of this agreement in accordance with the budget approved by the City.

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~~Deleted:~~ FFCVB

2. SERVICES RENDERED BY VFF.

2.1 VFF will provide sales and marketing services to attain the

maximum benefit of the hospitality industry, primarily lodging and maximum usage of the City's hospitality industries.

2.2 VFF shall furnish the following services;

A. Perform and provide services necessary to promote the City as

a travel destination for leisure and group business,

B. Plan, coordinate and conduct programs that attract visitors to

the City,

C. Participate in the enhancement of community amenities that

directly impact tourism,

D. Other services from time to time as requested by the City and approved by the board.

2.3 VFF shall not undertake any activity that conflicts with or reasonably appears to conflict with its rendering of service to the City under this agreement.

2.4 As representatives for the City, VFF staff and board members shall abide by the established government ethics relating to volunteers as set forth in City Code Chapter 33.

3. COLLECTION AND DISTRIBUTION OF THE LODGING TAX.

~~OBLIGATIONS OF~~

~~FFCVB~~

~~FFCVB~~

~~for the City's businesses~~

~~2.2. FFCVB will provide support for the City events which promote the City as a destination for visitors. For purposes of this agreement, a visitor or tourist is defined as a non-resident of Fergus Falls who spends time or money within the borders of the City.~~

~~3~~

~~The activities performed by the FFCVB shall include but shall not be limited to the following:~~

~~visitor~~

~~destination and as a place for conferences, trade shows and other events;~~

~~B. Produce and distribute Fergus Falls promotional visitor information;~~
~~C. Prepare and present presentations to groups to attract visitors to the City;~~

~~D~~

~~; and,~~

~~E~~

~~.~~

~~2.4. The FFCVB shall implement such~~

~~services from time to time as directed by the City in a duly adopted resolution.~~

~~5~~

~~The FFCVB~~

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~~The FFCVB~~

~~volunteers~~

~~adopt a code of~~

~~relating to its Board of Directors and any and all employees and/or consultants it may engage in fulfilling its obligations under this agreement~~

~~.~~

~~3. FFCVB GOALS, MARKETING PLAN AND BUDGET.~~

~~3.1. Prior to December 1 of each year, the FFCVB shall submit its next year's work plan and line item operating budget to the City Council for its review. The budget shall detail with reasonable specificity the foreseeable uses for which funds shall be spent to provide the services described in Section 2.~~

~~4~~

3.1 The City shall remit to VFF, for funding of VFF, ninety-seven percent (97%) of the local lodging tax payment received by the City, less refunds, in the preceding month during the term of this Agreement.

4. FISCAL.

4.1 The City shall be VFF's fiscal host.

5. HOLD HARMLESS INDEMNIFICATION AND INSURANCE

5.1 Any and all employees of VFF, or other persons while engaged in the performance of any service required by VFF under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of VFF, its agents, or employees or other persons while so engaged in any of the services provided to be rendered herein, shall in no way be the obligation or responsibility of the City. In connection therewith, the VFF hereby agrees to indemnify, save and hold harmless, and defend the City and all of its officers, agents, and employees from any and all claims, demands, actions, or causes of action, of whatsoever nature or character arising out of or by reason of the execution of the performance of the services provided for in this Agreement.

5.2 VFF shall carry insurance to cover its employees and agents while performing services pursuant to this Agreement. Such insurance coverage shall include

~~Deleted:~~ 4.1 The rate of tax imposed upon lodging shall be determined, after consultation with FFCVB, by the City in its sole discretion.¶
4.2 The City shall bear sole responsibility for collection of the lodging tax.

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~~Deleted:~~ FFCVB shall maintain its accounting records in accordance with generally accepted accounting principles, practices and procedures. Invoices, contracts, vouchers and other documentation evidencing the nature and propriety of the charges and costs paid shall support all expenditure ... [2]

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comprehensive general liability and property damage to VFF and its employees and agents in such amounts as will equal the applicable limits of liability to which the City may be held pursuant to Minnesota Statute § 466.04 as the same may be amended from time to time. VFF shall also carry worker's compensation as required by Minnesota Statutes § 176.181, Subdivision 2, and provide the City with proof of compliance with Minnesota Statutes § 176.182, as the same may be amended from time to time.

- ~~Deleted:~~ Before commencing to provide services hereunder, the FFCVB shall purchase
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- ~~Deleted:~~ insurance covering FFCVB employees, pursuant to to
- ~~Deleted:~~ Section
- ~~Deleted:~~ 7
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- ~~Deleted:~~ The FFCVB

6. STRUCTURE OF ORGANIZATION.

6.1 VFF shall maintain its non-profit tax status in compliance with state and federal law.

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- ~~Deleted:~~ The FFCVB
- ~~Deleted:~~ FFCVB

6.2 VFF shall consult with the City before adopting any modifications to the existing composition of the Board of Directors of VFF as presently set forth in its by-laws.

6.3 No employee of VFF shall serve on the Board of Directors of VFF.

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- ~~Deleted:~~ FFCVB
- ~~Deleted:~~ FFCVB
- ~~Deleted:~~ 7
- ~~Deleted:~~ FFCVB

6.4 No member of the City Council or employee of City shall have any

interest in any contract made by VFF in performing its services.

7. CITY'S SERVICES. City may provide VFF with meeting rooms and such

other staff as agreed to by the City Administrator of City and the Executive Director of

VFF. City shall provide fiscal host services in the form of accounting and investment

management as requested.

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- ~~Deleted:~~ FFCVB
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8. REPORTING PROCEDURES. VFF shall keep and maintain adequate

records of the services performed and expenses incurred in carrying out the program

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which is the basis of this agreement. VFF shall provide City with progress reports as requested from time to time.

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9. **DEFAULT.** The City shall have the right, at all reasonable times, to inspect the books and records for the purpose of determining performance of the obligations of VFF hereunder. If VFF fails to keep and perform any of the covenants or agreements contained in this indenture, this agreement shall become void as determined solely by the City.

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Deleted: at the option of City provided that City shall first give to FFCVB at least thirty (30) days written notice of its intention to forfeit this agreement and shall set forth therein the specific breach of the agreement and the City's intention to declare this agreement forfeited, if such breach be continued. Such notice shall be served in the manner hereinafter provided and after the expiration of said thirty (30) days notice, this agreement shall be void provided FFCVB is then in default, respecting the complaint of covenant and agreement, and the City shall then be entitled to possession of all of the items of personal property, materials, etc., that it is entitled to.

10. **ASSIGNABILITY.** This agreement shall not be assigned to any other party without the written consent of all parties.

11. **LAWS.** VFF will comply with all applicable federal, state and local laws in the performance of its obligations in this Agreement.

Deleted: 11. NAMED REPRESENTATIVE. ¶

11.1 FFCVB agrees to file a written notice with City of a name of a person to whom all calls and correspondence may be referred to as it relates to the organization and administration of FFCVB. Said notice shall contain the name, address and telephone number of said representative and shall be filed with the office of the City Administrator of the City of Fergus Falls, Minnesota.¶

12. **DISCRIMINATION.** VFF in providing services hereunder shall comply with the provisions of Minnesota Statutes § 181.59 which is incorporated into this Agreement as set forth in its entirety and VFF shall not discriminate against any person or firm in any of its activities hereunder on the basis of race, creed, or color.

11.2 Any other notice provided for shall be given by registered mail, if in the case of the City, to the office of the City Administrator, City Hall, Fergus Falls, Minnesota; and in the case of FFCVB, to the person whose name has been filed with a notice required in this paragraph. The person and place to which notices are to be mailed may be changed from time to time by written notice given to the other party.

13. **ENTIRE AGREEMENT.** The covenants, stipulations and conditions herein contained constitute the entire Agreement.

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Deleted: shall inure to the benefit of and shall be binding upon the successors and assigns of the parties hereto.¶

IN WITNESS WHEREOF, the parties have set their signatures the day and year first above written.

THE CITY OF FERGUS FALLS

BY _____

Its Mayor

BY _____
Its City Administrator

FERGUS FALLS CONVENTION
AND VISITOR'S BUREAU, INC.
Doing business as VISIT FERGUS
FALLS

BY _____
Its Chairman

BY _____
Its Secretary

STATE OF MINNESOTA)
) SS
COUNTY OF OTTER TAIL)

The foregoing agreement was acknowledged before me this _____ day of

November 2021, by Ben Schierer and Andrew Bremseth, the Mayor and City

Administrator of the City of Fergus Falls, a Minnesota municipal corporation, on behalf
of said corporation.

- Deleted: _____,
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- Deleted: Russell Q. Anderson
- Deleted: eirer
- Deleted: Mark Sievert

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF OTTER TAIL)

The foregoing agreement was acknowledged before me this _____ day of

November 2021, by _____ and _____
_____, the Chairman and Secretary of the Fergus Falls
Convention and Visitor’s Bureau, Inc., a Minnesota non-profit corporation, doing
business as Visit Fergus Falls, on behalf of said corporation.

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Notary Public

3. *FFCVB GOALS, MARKETING PLAN AND BUDGET.*

3.1 Prior to December 1 of each year, the FFCVB shall submit its next year's work plan and line item operating budget to the City Council for its review. The budget shall detail with reasonable specificity the foreseeable uses for which funds shall be spent to provide the services described in Section 2.

3.2 The scope and content of the FFCVB's advertising, promotional data, informative brochures, and media material shall be submitted to the City Administrator.

3.3 The FFCVB shall provide such other information and reports as requested by the City.

FFCVB shall maintain its accounting records in accordance with generally accepted accounting principles, practices and procedures. Invoices, contracts, vouchers and other documentation evidencing the nature and propriety of the charges and costs paid shall support all expenditures.

5.2 The FFCVB shall maintain all financial records, including supporting documentation, for a period not less than seven (7) years.

5.3 The FFCVB shall, at any time during normal business hours and as often as the City Administrator or his or her delegate may deem necessary, make its records with respect to all things covered by this agreement available to City

representatives and shall permit the representatives to examine or audit its records, or make excerpts or transcripts from such records.

5.4 The FFCVB shall provide to the City a copy of the FFCVB's monthly financial statement.

5.5 The FFCVB shall not spend or otherwise obligate itself financially in excess of the revenues received.

5.6 No later than 180 days after the fiscal year end, the FFCVB shall submit to the City an audited financial report of the FFCVB for the fiscal year just ended, prepared by an independent certified public accountant.

5.7 The FFCVB shall obtain fidelity bonds in the amount of \$15,000.00 covering officers and employees of the FFCVB who handle or disburse monies or sign or countersign checks of the FFCVB.

5.8 No employee of FFCVB shall accept any gift for services rendered under this agreement.

The FFCVB shall, for purposes of this agreement, be deemed to be an independent contractor, and not an employee of the City.



Council Action Recommendation

Page 1 of 1

Meeting Date:

December 1, 2021 – Committee of the Whole

December 6, 2021 – City Council

Subject:

P.I. No. 5958 - Campus View Estates Development

Recommendation:

- Accept the Preliminary Engineering Feasibility Report for PI No. 5958

Background/Key Points:

The Preliminary Engineering Feasibility Report is complete for the above referenced project. In general from an engineering standpoint, this project is feasible, cost effective, and necessary. Please refer to the attached report for detailed information.

This public improvement project is proposed to be special assessed per City Policy and MN Statue Chapter 429 requirements. The work items funded by special assessments consists of street with a sidewalk, sanitary sewer main with services, watermain with services, and storm sewer improvements to serve the benefitting properties.

On November 15, 2021 this Council scheduled the **Preliminary Improvement Project Hearing for December 20, 2021 beginning at 5:30 P.M. in these Council Chambers.** A legal publication along with individual notices will be sent to all subject properties.

The overall project schedule has been developed in attempts to start construction in spring, 2022. However, future City Council action will be required to maintain the tentative schedule.

Budgetary Impact:

The total preliminary estimated project cost is \$1,795,645.00. Tentatively the primary funding source is G.O. Tax Abatement Bonds. The project is to be funded by levying special assessments to the benefitting properties. In doing so, the collection of Tax Increment to replace the special assessments to fund the bonds.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. - City Engineer

Attachments:

Preliminary Engineering Feasibility Report for PI No. 5958

**PRELIMINARY ENGINEERING REPORT
CAMPUS VIEW ESTATES DEVELOPMENT
PARK STREET TO NORTH UNION AVENUE
PI NO. 5958
FERGUS FALLS, MINNESOTA**

Prepared For:

**City Engineering Department
Fergus Falls, Minnesota**

PREPARED BY:



FERGUS FALLS, MINNESOTA

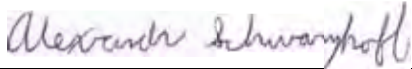
November 2021

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**PRELIMINARY ENGINEERING REPORT
CAMPUS VIEW ESTATES DEVELOPMENT
PARK STREET TO NORTH UNION AVENUE
PI NO. 5958
FERGUS FALLS, MINNESOTA**

I hereby certify that this plan, specification, or report 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.



Alexander Schwarzhoff, PE
License No. 47119

11-24-2021

Date

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**PRELIMINARY ENGINEERING REPORT
CAMPUS VIEW ESTATES DEVELOPMENT
PARK STREET TO NORTH UNION AVENUE
PI NO. 5958
FERGUS FALLS, MINNESOTA**

TABLE OF CONTENTS

I.	EXECUTIVE SUMMARY	1
II.	INTRODUCTION	1
	A. Project Scope	1
	B. Project Data	1
III.	EXISTING CONDITIONS	2
	A. Utilities	2
	B. Topography	2
IV.	ALTERNATIVES	2
	A. Do Nothing	2
	B. Infrastructure Additions	2
V.	FINANCING/FUNDING	3
	A. Financing	3
	B. Funding	3
VI.	SUMMARY	4

ATTACHMENTS

Attachment 1

FIGURES

- Figure 1 Plat of Property
- Figure 2 Location and Layout
- Figure 3 Topographic and Drainage Map
- Figure 4 Proposed Assessment Roles

Attachment 2

Engineer's Opinion of Probable Cost

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I. EXECUTIVE SUMMARY

Interstate Engineering is pleased to submit this Preliminary Engineering Report to the City of Fergus Falls for review of proposed infrastructure to be constructed to provide the public with a road, city utilities, and sidewalks for the proposed Campus View Estates Development. This report investigates the feasibility of the proposed infrastructure, provides a project cost estimate, and recommends a method for financing and funding the project.

The existing site is a grass field with a section of trees in the Southern portion of the site. There are existing utilities, including watermain, sanitary sewer, and storm sewer accessible on Park Street.

The alternatives provided are the “Do Nothing” alternative and the additions of 8” water and sewer mains, utility services for each unit, a storm sewer system including a stormwater detention pond and inlet/outlet control structures, and a new street running through the site connecting North Union Avenue to Park Street. The infrastructure additions are a necessary and cost-effective method to provide access and city utilities to the Campus View Estates Development.

The total project cost is estimated at \$1,795,000. That includes a 25% contingency and a 20% allowance for engineering and administration. The project is proposed to be 100% funded through special assessments.

II. INTRODUCTION

A. Project Scope

The reason for this report is a request from the City of Fergus Falls to evaluate the feasibility of infrastructure additions necessary to serve the proposed Campus View Estates Development the location of which is shown in Figure 2.

The added infrastructure necessary for this site includes watermain and services, storm sewer, sanitary sewer main and services, and a new road connecting Park Street to North Union Avenue.

B. Project Data

For the purpose of preparing the Conceptual Design Report information was collected and utilized from the following available sources:

- City Maps and Records of the sewer and water mains surrounding the site.
- Plat of the subdivided property showing the new lot lines.
- Topographic survey.
- Aerial photography.
- Meetings with City of Fergus Falls staff.

III. EXISTING CONDITIONS

A. Utilities

The only utilities existing on the site are on Park Street. Park Street currently has an 6" watermain, an 8" sanitary sewer main and 18" and 30" storm sewers all of which are accessible to connect new utilities to serve the site.

B. Topography

The existing topography and an aerial photograph of the site along with the general surface flow directions of the existing topography are shown in Figure 3. The site is currently a grass field with a section of trees on the southern portion of the property. The site largely flows to the east to the storm sewer system on and along Park Street.

IV. ALTERNATIVES

The main focus of this Preliminary Engineering Report is to present a solution for providing road and utility infrastructure for the Campus View Estates Development. Described below is a list of alternates which can be considered by the City.

A. Do Nothing

Doing nothing is always an alternative and therefore, is mentioned here. Without installing additional infrastructure, the Campus View Estates Development would not have access or city utilities and therefor would not be a feasible project. The only locations that would be available for development would be the fourteen lots along Park Street.

B. Infrastructure Additions

1. Street

A new 36-foot-wide bituminous street is proposed to be built as shown in Figure 2. The street will have curb and gutter on both sides and sidewalk on one side. The street is needed to provide access to the lots that do not have frontage on Park Street.

2. Watermain

A new 8" PVC watermain would connect to the existing 6" watermain that is on the East side of Park Street. The new watermain will run along the new street and be capped at the Southwest corner of the site as there is no existing watermain on North Union Avenue. Three hydrants will need to be installed to meet Minnesota Fire Code spacing requirements.

The watermain work will also include providing services from the main to the edge of the Right of Way point for each lot.

3. Sanitary Sewer

Similar to watermain, sanitary sewer will connect to an existing 8" sanitary sewer main on Park Street. The proposed 8" sewer main will flow from the Southwest corner of the site to the Northeast corner along the new street where it connects to Park Street. Five manholes will also be required.

The sanitary sewer work will also include providing services from the main to the edge of the Right of Way point for each lot.

4. Storm Sewer

A stormwater pond will be constructed to control drainage and the site will be graded to flow to the pond or the new street. At least two inlet structures will be needed to collect the stormwater from the new street and a 12-18" storm sewer main will connect those inlets to the pond. An outlet control structure and 30" main line will be installed to connect the pond to the existing storm sewer running along Park Street.

V. FINANCING/FUNDING

A. Financing

The proposed method of financing for the Campus View Estates Development project is through General Obligation Tax Increment Bonds while using special assessments to pay the debt service on the bonds.

The total estimated project cost is \$1,795,000. That includes a 25% allowance for contingencies and an estimated cost for engineering, administration, and legal fees. The detailed cost estimate is shown in attachment 2.

B. Funding

Special assessments are planned to cover 100% of the project cost. Proposed special assessment roles are included in this report as Figure 4. Special Assessments were calculated in accordance with the City policy for funding new construction projects. This policy allows as an extension of the water, sewer, and street to assess the full cost of the construction to the affected properties based on adjusted frontage, lot square footage or per unit.

For this project the assessments will be applied in the following manner:

1. Watermains, sanitary sewer mains, and street construction will be assessed to the properties on Campus View Drive with the cost divided equally on a per unit basis as each unit will see similar benefit.
 - a. Lot 1 Block 1 will be assessed based on the 10 units proposed for that lot.

2. The water and sanitary sewer services along with sidewalk and driveways will be assessed to all the units in the entire development on a per unit basis as each unit will be connected to services, driveways and sidewalks of similar length.
 - a. Lot 1 Block 1 will be assessed based on the 10 units proposed for that lot.
 - b. All the units on Park Street will have their assessments for this project reduced by an equal share of the existing deferred special assessments. This is to account for the existing services and deferred assessments on these lots.
3. All storm water and turf establishment will be assessed to all lots in the development on a per square foot basis to account for the storm water attributed to the system by each lot.

VI. SUMMARY

Interstate Engineering, Inc. identified necessary infrastructure additions for the completion of the Campus View Estates Development. There is currently no infrastructure at the site. The project would include street, storm sewer, sanitary sewer, watermain, and services. The total project cost is estimated at \$1,795,000 and it is proposed to be funded through special assessments.

After reviewing the details of this project Interstate Engineering determined that this project is a necessary, cost effective, and feasible method to provide the access and city utilities required for the Campus View Estates Development.

ATTACHMENT 1

FIGURES

FIGURE		DESCRIPTION
FIGURE 1		PLAT OF PROPERTY
FIGURE 2		LOCATION AND LAYOUT
FIGURE 3		TOPOGRAPHY AND DRAINAGE
FIGURE 4		PROPOSED ASSESSMENT ROLES
FIGURE 5		ENGINEER'S OPINION OF PROBABLE COST

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ATTACHMENT 1
PLAT OF PROPERTY

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CAMPUS VIEW ESTATES ADDITION

A REPLAT OF BLOCK 1, BLOCK 2, BLOCK 3, and OUTLOT B, CAMPUS ADDITION TO THE CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA PART OF THE SE¹/₄, SECTION 27, T133N, R43W

OWNER'S CERTIFICATE

KNOW ALL PERSONS BY THESE PRESENTS, That Prairie View Development, LLC, a Minnesota limited liability company, owner of the following described property situated in part of the Southeast Quarter of Section 27, Township 133 North, Range 43 West in the City of Fergus Falls, County of Otter Tail, State of Minnesota:

Lots 1 through 13 inclusive in Block 1 and Lots 1 through 11 inclusive in Block 2 and Lots 1 through 10 inclusive in Block 3 and Outlot B, all in the plat of CAMPUS ADDITION to the City of Fergus Falls.

Has caused the same to be surveyed and platted as CAMPUS VIEW ESTATES ADDITION, a replat of Block 1, Block 2, Block 3, and Outlot B, CAMPUS ADDITION, and does hereby dedicate to the public, for public use forever, the public ways and easements for installation and maintenance of utilities and drainage facilities over, under and along the strips shown hereon as utility easements.

In witness whereof said Prairie View Development, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper partners this 5th day of October, 2021.

Signed: *LaWayne Rogness* LaWayne Rogness, partner
Donavan Rogness Donovan Rogness, partner

STATE OF Minnesota)
 COUNTY OF Otter Tail) ss.

The foregoing instrument was acknowledged before me this 5th day of October, 2021, by LaWayne Rogness, partner and Donovan Rogness, partner of Prairie View Development, LLC, a Minnesota limited liability company.

Signed: *Cory L. Thompson*
 Notary Public
 My Commission expires 1/31/23

SURVEYOR'S CERTIFICATE

I, Michael L. Fitchall, do hereby certify that this plat of CAMPUS VIEW ESTATES ADDITION, a replat of Block 1, Block 2, Block 3, and Outlot B, CAMPUS ADDITION, was prepared by me or under my direct supervision, that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; that all public ways are shown and labeled on this plat; and that I have reviewed the plat and found it to be in compliance with the surveying requirements of the City of Fergus Falls Zoning and Subdividing Ordinance and Chapter 505 Minnesota Statutes.

Dated this 21st day of September, 2021.

Signed: *Michael L. Fitchall*
 Michael L. Fitchall, Licensed Land Surveyor
 Minnesota License No. 44856

STATE OF MINNESOTA)
 COUNTY OF OTTER TAIL) ss.

The foregoing instrument was acknowledged before me this 21st day of September, 2021, by Michael L. Fitchall.

Signed: *Tammy Lynn Hinsverk*
 Notary Public
 My Commission expires 1/31/2022

CURVE	DELTA	ARC LENGTH	RADIUS
①	10°10'34"	17.05'	98.00'
②	17°50'10"	29.88'	95.00'
③	17°49'50"	29.88'	95.00'
④	19°32'51"	32.75'	96.00'
⑤	17°49'59"	29.88'	95.00'
⑥	6°48'37"	11.35'	96.00'

LEGEND

- FOUND MONUMENT
- SET MONUMENT 58" X 24" REBAR WITH YELLOW PLASTIC CAP MARKED LS 44856
- PLAT BOUNDARY
- LOT BOUNDARY
- - - EXISTING LOT LINE

NOTE: THE EAST LINE OF CAMPUS VIEW ESTATES ADDITION IS ASSUMED TO HAVE A BEARING OF SOUTH 61 DEGREES 43 MINUTES 50 SECONDS WEST.

PLANNING COMMISSION APPROVAL

Approved by the Planning Commission of the City of Fergus Falls, Minnesota this 23 day of August, 2021.

Signed: *[Signature]* *[Signature]*
 City Administrator Secretary

CITY COUNCIL APPROVAL

Approved by the City of Fergus Falls this 9th day of September, 2021.

Signed: *[Signature]* *[Signature]*
 Mayor City Administrator

CITY ENGINEER'S APPROVAL

Approved by the City Engineer, City of Fergus Falls, Minnesota this day 29th of September, 2021.

Signed: *[Signature]*
 City Engineer

COUNTY TREASURER'S CERTIFICATE

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

Signed: *[Signature]*
 County Treasurer

ATTORNEY'S CERTIFICATE

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

Signed: *[Signature]*
 Attorney

COUNTY AUDITOR'S CERTIFICATE

No delinquent taxes due and transfer entered this 7th day of October, 2021.

Signed: *[Signature]* *[Signature]*
 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 7th day of October, 2021 at 11:09 AM and was duly recorded in this Book of Plats on Page 189.

Document No. 1266621

Signed: *[Signature]* *[Signature]*
 County Recorder Deputy

PROJECT LOCATION

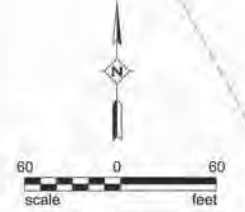
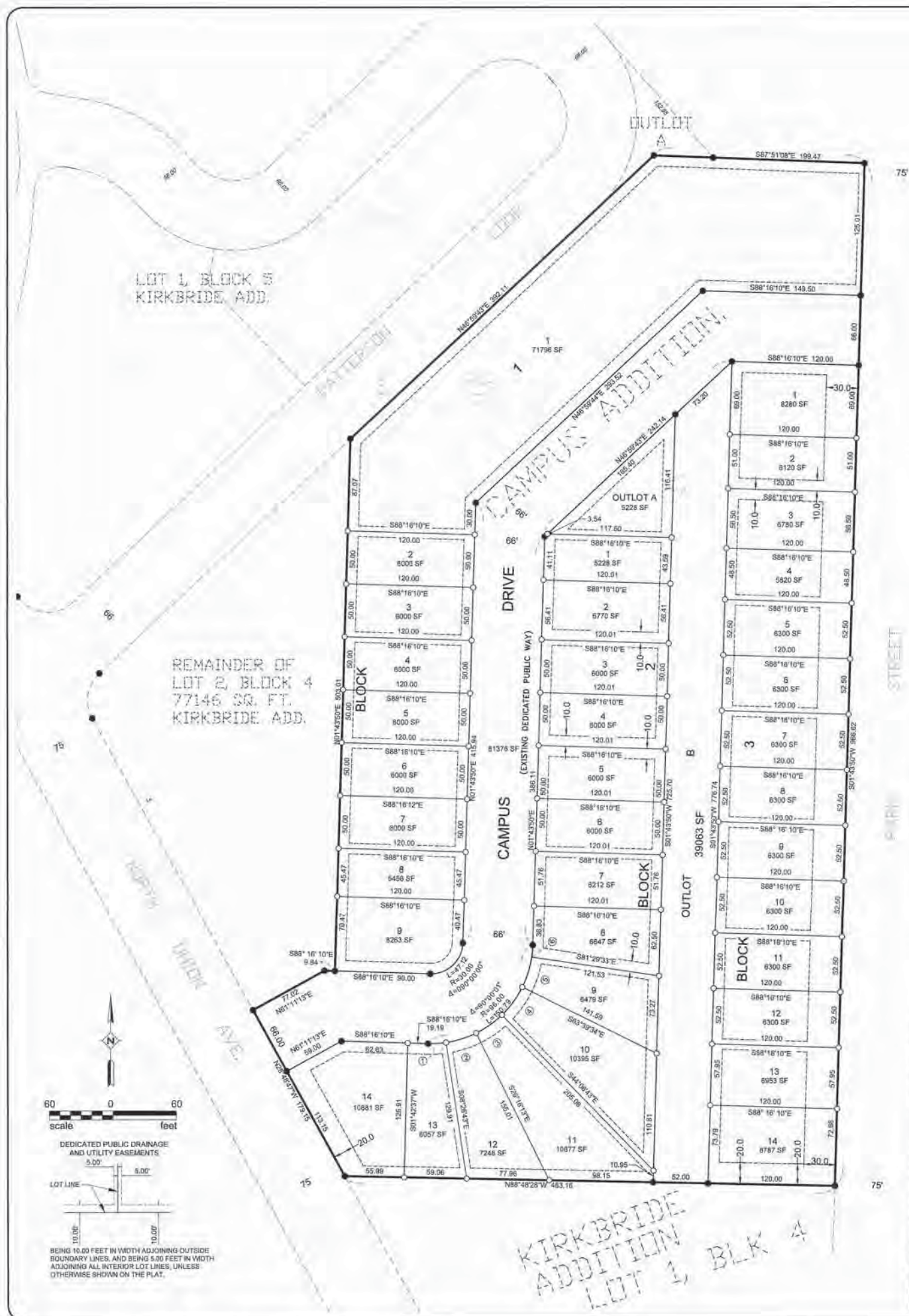


VICINITY MAP
 NOT TO SCALE

Surveyed & Platted by:

INTERSTATE ENGINEERING

Professionals you need, people you trust
 P.O. Box 316, Fergus Falls, MN 56538-0316
 (218) 732-5545



ATTACHMENT 2
LOCATION AND LAYOUT

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PROJECT LOCATION



Location and Layout

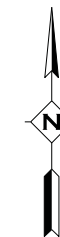


INTERSTATE ENGINEERING
 Professionals you need, people you trust
 P.O. Box 316, Fergus Falls, Mn 56538-0316
 (218) 738-5545

ATTACHMENT 3

TOPOGRAPHY AND DRAINAGE

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ATTACHMENT 4

PROPOSED ASSESSEMENT ROLES

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**PROPOSED SPECIAL ASSESMENT ROLES
CAMPUS VIEW ESTATES DEVELOPMENT
PUBLIC IMPROVEMENT No. C.P. 5958
FERGUS FALLS, MINNESOTA
11/23/2021**

LEGAL DESCRIPTION	ADDRESS	OWNER'S NAME	PARCEL ID	SQUARE FOOTAGE	STREET PI No. 5345 (\$ PER UNIT)	WATERMAIN PI No. 8226 (\$ PER UNIT)	SANITARY SEWER MAIN PI No. 7211 (\$ PER UNIT)	SERVICES PI No. 8226/7211 (\$ PER UNIT)	STORM SEWER PI No. 5345 (\$ PER SQ FT)	TOTAL ASSESMENT
Campus View Estates Block 1 Lot 1	1473 Campus Dr	Prairie View Development	71003991979000	71796	\$ 123,014.38	\$ 53,937.19	\$ 32,458.75	\$ 178,026.60	\$ 77,229.74	\$ 464,666.65
Campus View Estates Block 1 Lot 2	1457 Campus Dr	Prairie View Development	71003991980000	6000	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 6,454.10	\$ 45,197.79
Campus View Estates Block 1 Lot 3	1455 Campus Dr	Prairie View Development	71003991981000	6000	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 6,454.10	\$ 45,197.79
Campus View Estates Block 1 Lot 4	1447 Campus Dr	Prairie View Development	71003991982000	6000	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 6,454.10	\$ 45,197.79
Campus View Estates Block 1 Lot 5	1445 Campus Dr	Prairie View Development	71003991983000	6000	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 6,454.10	\$ 45,197.79
Campus View Estates Block 1 Lot 6	1439 Campus Dr	Prairie View Development	71003991984000	6000	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 6,454.10	\$ 45,197.79
Campus View Estates Block 1 Lot 7	1437 Campus Dr	Prairie View Development	71003991985000	6000	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 6,454.10	\$ 45,197.79
Campus View Estates Block 1 Lot 8	1431 Campus Dr	Prairie View Development	71003991986000	5456	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 5,868.93	\$ 44,612.62
Campus View Estates Block 1 Lot 9	1429 Campus Dr	Prairie View Development	71003991987000	8263	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 8,888.37	\$ 47,632.06
Campus View Estates Block 2 Lot 1	1456 Campus Dr	Prairie View Development	71003991988000	5228	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 5,623.67	\$ 44,367.36
Campus View Estates Block 2 Lot 2	1454 Campus Dr	Prairie View Development	71003991989000	6770	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 7,282.37	\$ 46,026.07
Campus View Estates Block 2 Lot 3	1448 Campus Dr	Prairie View Development	71003991990000	6000	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 6,454.10	\$ 45,197.79
Campus View Estates Block 2 Lot 4	1446 Campus Dr	Prairie View Development	71003991991000	6000	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 6,454.10	\$ 45,197.79
Campus View Estates Block 2 Lot 5	1438 Campus Dr	Prairie View Development	71003991992000	6000	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 6,454.10	\$ 45,197.79
Campus View Estates Block 2 Lot 6	1436 Campus Dr	Prairie View Development	71003991993000	6000	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 6,454.10	\$ 45,197.79
Campus View Estates Block 2 Lot 7	1430 Campus Dr	Prairie View Development	71003991994000	6212	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 6,682.14	\$ 45,425.83
Campus View Estates Block 2 Lot 8	1428 Campus Dr	Prairie View Development	71003991995000	6647	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 7,150.07	\$ 45,893.76
Campus View Estates Block 2 Lot 9	1424 Campus Dr	Prairie View Development	71003991996000	6479	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 6,969.35	\$ 45,713.04
Campus View Estates Block 2 Lot 10	1422 Campus Dr	Prairie View Development	71003991997000	10395	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 11,181.73	\$ 49,925.42
Campus View Estates Block 2 Lot 11	1420 Campus Dr	Prairie View Development	71003991998000	10677	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 11,485.07	\$ 50,228.76
Campus View Estates Block 2 Lot 12	1418 Campus Dr	Prairie View Development	71003991999000	7248	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 7,796.55	\$ 46,540.24
Campus View Estates Block 2 Lot 13	1416 Campus Dr	Prairie View Development	71003992000000	6057	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 6,515.41	\$ 45,259.10
Campus View Estates Block 2 Lot 14	1414 Campus Dr	Prairie View Development	71003992001000	10881	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 11,704.51	\$ 50,448.20
Campus View Estates Block 3 Lot 1	1515 Park St	Prairie View Development	71003992002000	8280	\$ -	\$ -	\$ -	\$ 15,552.78	\$ 8,906.66	\$ 24,459.43
Campus View Estates Block 3 Lot 2	1513 Park St	Prairie View Development	71003992003000	6120	\$ -	\$ -	\$ -	\$ 15,552.78	\$ 6,583.18	\$ 22,135.96
Campus View Estates Block 3 Lot 3	1509 Park St	Prairie View Development	71003992004000	6780	\$ -	\$ -	\$ -	\$ 15,552.78	\$ 7,293.13	\$ 22,845.91
Campus View Estates Block 3 Lot 4	1507 Park St	Prairie View Development	71003992005000	5820	\$ -	\$ -	\$ -	\$ 15,552.78	\$ 6,260.48	\$ 21,813.25
Campus View Estates Block 3 Lot 5	1503 Park St	Prairie View Development	71003992006000	6300	\$ -	\$ -	\$ -	\$ 15,552.78	\$ 6,776.80	\$ 22,329.58
Campus View Estates Block 3 Lot 6	1501 Park St	Prairie View Development	71003992007000	6300	\$ -	\$ -	\$ -	\$ 15,552.78	\$ 6,776.80	\$ 22,329.58
Campus View Estates Block 3 Lot 7	1429 Park St	Prairie View Development	71003992008000	6300	\$ -	\$ -	\$ -	\$ 15,552.78	\$ 6,776.80	\$ 22,329.58
Campus View Estates Block 3 Lot 8	1427 Park St	Prairie View Development	71003992009000	6300	\$ -	\$ -	\$ -	\$ 15,552.78	\$ 6,776.80	\$ 22,329.58
Campus View Estates Block 3 Lot 9	1421 Park St	Prairie View Development	71003992010000	6300	\$ -	\$ -	\$ -	\$ 15,552.78	\$ 6,776.80	\$ 22,329.58
Campus View Estates Block 3 Lot 10	1419 Park St	Prairie View Development	71003992011000	6300	\$ -	\$ -	\$ -	\$ 15,552.78	\$ 6,776.80	\$ 22,329.58
Campus View Estates Block 3 Lot 11	1415 Park St	Prairie View Development	71003992012000	6300	\$ -	\$ -	\$ -	\$ 15,552.78	\$ 6,776.80	\$ 22,329.58
Campus View Estates Block 3 Lot 12	1413 Park St	Prairie View Development	71003992013000	6300	\$ -	\$ -	\$ -	\$ 15,552.78	\$ 6,776.80	\$ 22,329.58
Campus View Estates Block 3 Lot 13	1409 Park St	Prairie View Development	71003992014000	6300	\$ -	\$ -	\$ -	\$ 15,552.78	\$ 6,776.80	\$ 22,329.58
Campus View Estates Block 3 Lot 14	1407 Park St	Prairie View Development	71003992015000	6953	\$ -	\$ -	\$ -	\$ 15,552.78	\$ 7,479.22	\$ 23,032.00
Campus View Estates Block 3 Lot 14	1407 Park St	Prairie View Development	71003992016000	8787	\$ -	\$ -	\$ -	\$ 15,552.78	\$ 9,452.03	\$ 25,004.80

315249

NOTE: EXISTING DEFERRED SPECIAL ASSESMENTS ON THE PROPERTIES IN BLOCK 3 WERE SUBTRACTED FROM THE NEW SPECIAL ASSESMENTS AND A PROPORTIONAL AMOUNT ADDED TO THE PROPERTIES IN BLOCKS 1 AND 2 TO EQUALIZE THE TOTAL SPECIAL ASSESMENT ON EACH UNIT FOR SERVICES

ATTACHMENT 5

ENGINEERS OPINION OF PROBABLE COST

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**ENGINEER'S OPINION OF PROBABLE COST FOR CONSTRUCTION
ASSESSMENT SPLIT
CAMPUS VIEW ESTATES DEVELOPMENT
PUBLIC IMPROVEMENT No. 5958
FERGUS FALLS, MINNESOTA
November 23, 2021**

BASE BID

ITEM NO.	SPEC. NUMBERS	ITEM DESCRIPTION	UNITS	UNIT PRICE	STREET PI No. 5345		WATERMAIN PI No. 8226		SANITARY MAIN PI No. 7211		SERVICES PI No. 8226/7211		STORMWATER PI No. 5345		TOTAL			
					EST. QUAN.	EXTENDED COST	EST. QUAN.	EXTENDED COST	EST. QUAN.	EXTENDED COST	EST. QUAN.	EXTENDED COST	EST. QUAN.	EXTENDED COST	EST. QUAN.	EXTENDED COST		
1	2,021.50	MOBILIZATION	LUMP SUM	\$ 50,000.00	0.22	\$ 10,951.63	0.10	\$ 4,799.08	0.06	\$ 2,867.64	0.44	\$ 21,949.02	0.19	\$ 9,432.63	1	\$ 50,000.00		
2	2,104.50	REMOVE CURB AND GUTTER	LIN FT	\$ 8.00		\$ -		\$ -		\$ -	350	\$ 2,800.00		\$ -	350	\$ 2,800.00		
3	2,104.50	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$ 5.00		\$ -		\$ -		\$ -	490	\$ 2,450.00		\$ -	490	\$ 2,450.00		
4	2,104.50	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$ 15.00		\$ -		\$ -		\$ -	235	\$ 3,525.00		\$ -	235	\$ 3,525.00		
5	2,105.51	COMMON EXCAVATION (CV)	CU. YD.	\$ 8.00		\$ -		\$ -		\$ -		\$ -	10000	\$ 80,000.00	10000	\$ 80,000.00		
6	2,123.61	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	\$ 200.00		\$ -		\$ -		\$ -		\$ -	15	\$ 3,000.00	15	\$ 3,000.00		
7	2,211.50	AGGREGATE BASE CLASS 5 (CV)	TON	\$ 30.00	2,200	\$ 66,000.00		\$ -		\$ -		\$ -		\$ -	2,200	\$ 66,000.00		
8	2,357.61	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	\$ 3.50	470	\$ 1,645.00		\$ -		\$ -		\$ -		\$ -	470	\$ 1,645.00		
9	2,360.50	TYPE SP 12.5 WEARING COURSE MIX (2.F)	TON	\$ 100.00	425	\$ 42,500.00		\$ -		\$ -		\$ -		\$ -	425	\$ 42,500.00		
10	2,360.50	TYPE SP 12.5 NON-WEARING COURSE MIX (2.F)	TON	\$ 100.00	850	\$ 85,000.00		\$ -		\$ -		\$ -		\$ -	850	\$ 85,000.00		
11	2,501.50	12" RC PIPE APRON	EACH	\$ 1,000.00		\$ -		\$ -		\$ -		\$ -	1	\$ 1,000.00	1	\$ 1,000.00		
12	2,501.50	18" RC PIPE APRON	EACH	\$ 1,200.00		\$ -		\$ -		\$ -		\$ -	1	\$ 1,200.00	1	\$ 1,200.00		
13	2,501.50	12" RC PIPE CULVERT	LIN FT	\$ 60.00		\$ -		\$ -		\$ -		\$ -	550	\$ 33,000.00	550	\$ 33,000.00		
14	2,501.50	18" RC PIPE CULVERT	LIN FT	\$ 75.00		\$ -		\$ -		\$ -		\$ -	150	\$ 11,250.00	150	\$ 11,250.00		
15	2,503.51	8" PVC PIPE SEWER (12'-15' DEEP)	LIN FT	\$ 65.00		\$ -		\$ -	1000.00	\$ 65,000.00		\$ -		\$ -	1000	\$ 65,000.00		
16	2,503.60	CONNECT TO EXISTING SANITARY SEWER	EACH	\$ 3,000.00		\$ -		\$ -	1.00	\$ 3,000.00		\$ -		\$ -	1	\$ 3,000.00		
17	2,503.60	4" PVC PLUG	EACH	\$ 100.00		\$ -		\$ -		\$ -	48	\$ 4,800.00		\$ -	48	\$ 4,800.00		
18	2,503.60	8"x4" PVC WYE	EACH	\$ 500.00		\$ -		\$ -		\$ -	48	\$ 24,000.00		\$ -	48	\$ 24,000.00		
19	2,503.60	4" PVC SANITARY SERVICE PIPE	LIN FT	\$ 36.00		\$ -		\$ -		\$ -	2000	\$ 72,000.00		\$ -	2000	\$ 72,000.00		
20	2,504.60	WATERMAIN FITTINGS	POUND	\$ 14.00		\$ -	450.00	\$ 6,300.00		\$ -		\$ -		\$ -	450	\$ 6,300.00		
21	2,504.60	CONNECT TO EXISTING WATER MAIN	EACH	\$ 2,500.00		\$ -		\$ -		\$ -		\$ -		\$ -	1	\$ 2,500.00		
22	2,504.60	HYDRANT	EACH	\$ 6,000.00		\$ -	3.00	\$ 18,000.00		\$ -		\$ -		\$ -	3	\$ 18,000.00		
23	2,504.60	6" GATE VALVE AND BOX	EACH	\$ 2,000.00		\$ -	5.00	\$ 10,000.00		\$ -		\$ -		\$ -	5	\$ 10,000.00		
24	2,504.60	1" CORPORATION STOP	EACH	\$ 600.00		\$ -		\$ -		\$ -	48	\$ 28,800.00		\$ -	48	\$ 28,800.00		
25	2,504.60	1" CURB STOP & BOX	EACH	\$ 750.00		\$ -		\$ -		\$ -	48	\$ 36,000.00		\$ -	48	\$ 36,000.00		
26	2,504.60	1" TYPE K COPPER PIPE	LIN FT	\$ 40.00		\$ -		\$ -		\$ -	2000	\$ 80,000.00		\$ -	2000	\$ 80,000.00		
27	2,504.60	INSTALL 6" PVC HYDRANT LEAD (C 900)	LIN FT	\$ 75.00		\$ -	30.00	\$ 2,250.00		\$ -		\$ -		\$ -	30	\$ 2,250.00		
28	2,504.60	8" PVC WATERMAIN (C900)	LIN FT	\$ 65.00		\$ -	1150.00	\$ 74,750.00		\$ -		\$ -		\$ -	1150	\$ 74,750.00		
29	2,506.50	CONST DRAINAGE STURCTURE DESIGN F	EACH	\$ 7,000.00		\$ -		\$ -		\$ -	5	\$ 35,000.00		\$ 14,000.00	7	\$ 49,000.00		
30	2,506.50	CONST DRAINAGE STURCTURE DESIGN G	EACH	\$ 3,000.00		\$ -		\$ -		\$ -		\$ -	2	\$ 6,000.00	2	\$ 6,000.00		
31	2,506.50	CONST DRAINAGE STRUCTURE DESIGN SPECIAL	EACH	\$ 20,000.00		\$ -		\$ -		\$ -		\$ -	1	\$ 20,000.00	1	\$ 20,000.00		
32	2,511.51	RANDOM RIPRAP CLASS III	CU. YD.	\$ 75.00		\$ -		\$ -		\$ -		\$ -	15	\$ 1,125.00	15	\$ 1,125.00		
33	2,521.52	4" CONCRETE WALK	SQ FT	\$ 7.00		\$ -		\$ -		\$ -	10000	\$ 70,000.00		\$ -	10000	\$ 70,000.00		
34	2,531.50	CONCRETE CURB & GUTTER B618	LIN FT	\$ 24.00	2,450	\$ 58,800.00		\$ -		\$ -		\$ -		\$ -	2,450	\$ 58,800.00		
35	2,531.50	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$ 90.00		\$ -		\$ -		\$ -	1650	\$ 148,500.00		\$ -	1650	\$ 148,500.00		
36	2,531.62	8" CONCRETE VALLEY GUTTER	SQ YD	\$ 115.00	50	\$ 5,750.00		\$ -		\$ -		\$ -		\$ -	50	\$ 5,750.00		
37	2,563.60	TRAFFIC CONTROL	LUMP SUM	\$ 3,000.00		\$ -		\$ -		\$ -	1	\$ 3,000.00		\$ -	1	\$ 3,000.00		
38	2,564.60	INSTALL WOOD POST 6" X 6" X 8'	EACH	\$ 100.00		\$ -		\$ -		\$ -	96	\$ 9,600.00		\$ -	96	\$ 9,600.00		
39	2,573.50	SILT FENCE, TYPE MACHINE SLICED	LIN FT	\$ 5.00		\$ -		\$ -		\$ -		\$ -	2000	\$ 10,000.00	2000	\$ 10,000.00		
40	2,573.50	INLET PROTECTION	EACH	\$ 200.00		\$ -		\$ -		\$ -		\$ -	4	\$ 800.00	4	\$ 800.00		
41	2,573.50	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	\$ 5.00		\$ -		\$ -		\$ -		\$ -	100	\$ 500.00	100	\$ 500.00		
42	2,573.60	ROCK CONSTRUCTION ENTRANCE	EACH	\$ 3,000.00		\$ -		\$ -		\$ -		\$ -	2	\$ 6,000.00	2	\$ 6,000.00		
43	2,574.51	FERTILIZER TYPE 3 ANALYSIS (22-5-10)	POUND	\$ 2.00		\$ -		\$ -		\$ -		\$ -	1750	\$ 3,500.00	1750	\$ 3,500.00		
44	2,575.50	SEEDING	ACRE	\$ 3,000.00		\$ -		\$ -		\$ -		\$ -	2	\$ 6,000.00	2	\$ 6,000.00		
45	2,575.50	EROSION CONTROL BLANKET 3N	SQ YD	\$ 3.50		\$ -		\$ -		\$ -		\$ -	2000	\$ 7,000.00	2000	\$ 7,000.00		
46	2,575.51	SEED MIXTURE 25-131	POUND	\$ 5.00		\$ -		\$ -		\$ -		\$ -	200	\$ 1,000.00	200	\$ 1,000.00		
47	2,575.51	SEED MIXTURE 25-141	POUND	\$ 4.50		\$ -		\$ -		\$ -		\$ -	100	\$ 450.00	100	\$ 450.00		
48	2,575.56	HYDRAULIC BONDED FIBER MATRIX	POUND	\$ 2.55		\$ -		\$ -		\$ -		\$ -	7,000	\$ 17,850.00	7000	\$ 17,850.00		
						\$ 270,646.63		\$ 118,599.08		\$ 70,867.64		\$ 542,424.02		\$ 233,107.63		\$ 1,235,645.00		
						CONTINGENCY(25%)		\$ 68,000.00		\$ 30,000.00		\$ 18,000.00		\$ 136,000.00		\$ 59,000.00		\$ 311,000.00
						ENGINEERING, ADMINISTRATION, LEGAL		\$ 55,000.00		\$ 24,000.00		\$ 15,000.00		\$ 109,000.00		\$ 47,000.00		\$ 250,000.00
						PROBABLE COST FOR CONSTRUCTION		\$ 393,646.63		\$ 172,599.08		\$ 103,867.64		\$ 787,424.02		\$ 339,107.63		

ENGINEER'S OPINION OF PROBABLE COST FOR CONSTRUCTION \$ 1,796,645.00



Council Action Recommendation

Page 1 of 2

Meeting Date:

December 1, 2021 – Committee of the Whole

December 6, 2021 – City Council

Subject:

SFY 2022-2023 Airport Maintenance & Operations Grant (S.P. A5601: MO22, MO23)

Recommendation:

- Accept the State of Minnesota Airport Maintenance & Operation (M&O) Grant offer for State Fiscal Years 2022 and 2023.

Background/Key Points:

In addition to the State of Minnesota and Federal Grant programs utilized for Airport capital improvement projects at the Fergus Falls Municipal Airport, the State of also provides funding to supplement annual airport operations thru the State of Minnesota Airport Maintenance & Operation (M&O) Grant Contract.

The attached grant terms are for State Fiscal Years (SFY) 2022 and 2023. The State is offering **75-percent** reimbursement for eligible items, not to exceed **\$71,453.00** for each fiscal year. Eligible items include city employee wages, heating, electricity, parts, supplies, pavement repairs, etc.

The State requires operational safety standards be adhered to and maintained as a recipient sponsor for these funds. These standards are similar to the Grant Assurance program associated with the Airport capital improvement projects; to operate and maintain the Airport a safe and serviceable manner for aeronautical purposes only for the use and benefit of the public.

Informational Note:

SFY 2016 & 2017: Annual grant amount was \$68,765.00 at a 75.0% reimbursement rate

SFY 2018 & 2019: Annual grant amount was \$69,584.00 at a 75.0% reimbursement rate

SFY 2020 & 2021: Annual grant amount was \$71,453.00 at a 75.0% reimbursement rate

Budgetary Impact:

This amount supplements and accounts for approximately 32-percent the annual Airport operating budget revenue.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. – City Engineer

Attachments:

State of Minnesota Airport M&O Grant Contract: SFY 2022 and 2023

STATE OF MINNESOTA
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT

State Project Number (S.P.): A5601-MO22

State Project Number (S.P.): A5601-MO23

This contract is between the State of Minnesota, acting through its Commissioner of Transportation (“State”) and City of Fergus Falls acting through its City Council (“Recipient”).

RECITALS

1. Minnesota Statutes §§360.015 and 360.305 authorize State to provide financial assistance to airports for maintenance and operation activities.
2. Recipient owns, operates, or controls an airport (“Airport”) in the state system, and Recipient desires financial assistance from the State for maintenance and operation activities for State Fiscal Year 2022 and State Fiscal Year 2023.
3. Recipient represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the State.

CONTRACT TERMS

1. Term of Contract and Survival of Terms

- 1.1. **Effective Date:** This contract will be effective on July 1, 2021, or the date State obtains all required signatures under Minnesota Statutes §16B.98, subdivision 5, whichever is later. As required by Minnesota Statutes §16B.98 Subd. 7, no payments will be made to Recipient until this contract is fully executed.
- 1.2. **Expiration Date:** This contract will expire on June 30, 2023.
- 1.3. **Survival of Terms:** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this contract, including, but not limited to, the following clauses: 9. Indemnification; 10. State Audits; 11. Government Data Practices; 13. Governing Law, Jurisdiction and Venue; and 14. Data Disclosure.

2. Recipient’s Duties

- 2.1. Recipient will operate and maintain the Airport in a safe, serviceable manner for aeronautical purposes only for the use and benefit of the public.
- 2.2. The Recipient will keep the runway and the area around the lights mowed at the Airport. The grass must be mowed at least 7 feet beyond the lights, and the grass must not exceed 6 inches in height on the landing area. The areas around any navigational aids will be mowed and plowed to keep the area clear for access by a vehicle.
- 2.3. If the Airport remains operational during the winter months, the Recipient will keep at least one runway, associated taxiway, and apron area cleared of snow and ice to the same priority as arterial roads. Snow banks must be limited in height so that aircraft wings, engines, and propellers will clear them. Landing strip markers and/or lights must remain visible.

- 2.4. If the State contracts for the periodic paint striping of the Airport's runways and taxiways during the term of this Contract, the Recipient will cooperate with the marking operation. The Recipient must coordinate seal coat pavement maintenance projects with the State to maximize the pavement marking life.
- 2.5. The Recipient will allow a representative of the State's Office of Aeronautics access to any area of the Airport necessary for the purpose of periodic inspections.
- 2.6. The Recipient will promptly pay all utility bills, including those required for navigational aids.

3. Recipient's Assurances

- 3.1. In accordance with Minnesota Statutes § 360.305, subdivision 4, Recipient assures the State that Recipient will operate and maintain the Airport in a safe, serviceable manner for public aeronautical purposes only for a period of one year from the date the Recipient receives final reimbursement under this contract.
- 3.2. Recipient represents and warrants that Recipient has established a zoning authority for the Airport, and such authority has completed, or is in the process of and will complete, with due diligence, an airport zoning ordinance in accordance with Minnesota Statutes §§ 360.061 to 360.074.
- 3.3. Recipient will comply with all required grants management policies and procedures set forth through Minnesota Statutes §16B.97, Subd. 4 (a) (1).

4. Third-Party Contracting

- 4.1. Recipient will comply with all applicable local, state, or federal laws, regulations, policies and procedures in the procurement of goods and services funded in whole or in part under this Contract.

5. Consideration and Payment

- 5.1. **Consideration.** State will pay for all eligible telecommunication, maintenance, and operation costs incurred by Recipient under this Contract as follows:
 - 5.1.1. **Basis.** Recipient will be reimbursed for 100% of telecommunication costs associated with the operation of state-owned navigational aids. Recipient will be paid for 75% of all other eligible maintenance and operation costs not reimbursed by any other source. Eligible maintenance and operations costs will be determined at the sole discretion of State's Authorized Representative.
 - 5.1.2. **Telecommunication Amount.** State has currently obligated \$0.00 in each State fiscal year to reimburse eligible telecommunication costs at 100%.
 - 5.1.3. **Maintenance and Operation Amount.** State has currently obligated \$71,453.00 in each State fiscal year to reimburse other eligible costs at 75%.
 - 5.1.4. **Total Obligation.** The total obligation of State for all compensation and reimbursements to Recipient under this contract will not exceed \$142,906.00 (State fiscal years 2022 and 2023).
- 5.2. **Payment.**
 - 5.2.1. **Invoices.** The Recipient must submit a reimbursement request of its eligible costs to the Director of the Office of Aeronautics on a quarterly basis or as directed by State's Authorized Representative. The State's Office of Aeronautics will supply the reimbursement request forms which Recipient must submit. Reimbursement requests must be submitted according to the following schedule:
 - On or after October 1, **and no later than November 15**, for the period July 1 through September 30.
 - On or after January 1, **and no later than February 15**, for the period October 1 through December 31.
 - On or after April 1, **and no later than May 15**, for the period January 1 through March 31.
 - On or after July 1, **and no later than August 15**, for the period April 1 through June 30.

The State may reject costs that the State determines are not eligible maintenance and operations expenses.
 - 5.2.2. **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

- 5.2.3. **State's Payment Requirements.** State will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Recipient's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Recipient within ten days of discovering the error. After State receives the corrected invoice, State will pay Recipient within 30 days of receipt of such invoice.
- 5.2.4. **Grant Monitoring Visit and Financial Reconciliation.** If State's total obligation is greater than \$50,000 in section 5.1.4, above, during the period of performance the State will make at least one monitoring visit and conduct annual financial reconciliations of Recipient's expenditures. The State's Authorized Representative will notify Recipient's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Recipient staff members should be present. Recipient will be provided notice prior to any monitoring visit or financial reconciliation. Following a monitoring visit or financial reconciliation, Recipient will take timely and appropriate action on all deficiencies identified by State. At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Recipient.
- 5.2.5. **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

6. Conditions of Payment

- 6.1. All services provided by Recipient under this contract must be performed to State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations, including business registration requirements of the Office of the Secretary of State. Recipient will not receive payment for work found by State to be unsatisfactory or performed in violation of federal, state or local law. In addition to the foregoing, Recipient will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

7. Authorized Representatives

- 7.1. **State's Authorized Representative.** State's Authorized Representative will be:

Name/Title: Jenny Bahneman, Grants Specialist Coordinator

Address: Office of Aeronautics,
395 John Ireland Boulevard, Mail Stop 410
Saint Paul, Minnesota 55155

E-Mail: jenny.bahneman@state.mn.us

State's Authorized Representative or his /her successor, will monitor Recipient's performance and has the authority to accept or reject the services provided under this contract. If the Recipient's duties are performed in a satisfactory manner, the State's Authorized Representative will accept each reimbursement request submitted for payment.

- 7.2. **Recipient's Authorized Representative.** Recipient's Authorized Representative will be:

Name/Title: Brian Yavarow, City Engineer

Address: 112 West Washington Avenue, Fergus Falls, MN 56537

Telephone: (218) 332-5413

E-Mail: brian.yavarow@ci.fergus-falls.mn.us

If Recipient's Authorized Representative changes at any time during this contract, Recipient must immediately notify State.

8. Assignment, Amendments, Waiver and Contract Complete

- 8.1. **Assignment.** Recipient may neither assign nor transfer any rights or obligations under this contract without the prior consent of State and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this contract, or their successors in office.
- 8.2. **Amendments.** An amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 8.3. **Waiver.** If State fails to enforce any provision of this contract that failure does not waive the provision or State's right to subsequently enforce it.
- 8.4. **Contract Complete.** This contract contains all prior negotiations and agreements between State and Recipient. No other prior understanding regarding this contract, whether written or oral, may be used to bind either party.
- 8.5. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

9. Indemnification

- 9.1. In the performance of this contract by Recipient, or Recipient's agents or employees, and to the extent permitted by law, Recipient must indemnify, save and hold State, its agents, and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by State, to the extent caused by Recipient's: 1) intentional, willful or negligent acts or omissions; 2) breach of contract or warranty; or 3) breach of the applicable standard of care. The indemnification obligations of this section do not apply if the claim or cause of action is the result of State's sole negligence. This clause will not be construed to bar any legal remedies Recipient may have for State's failure to fulfill its obligation pursuant to this contract.

10. State Audits

- 10.1. Under Minnesota Statutes § 16B.98, Subd.8, the Recipient's books, records, documents, and accounting procedures and practices of Recipient, or other party relevant to this grant contract or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract or receipt and approval of all final reports, whichever is later. Recipient will take timely and appropriate action on all deficiencies identified by an audit.

11. Government Data Practices

- 11.1. Recipient and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by State under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Recipient under this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Recipient or State. If Recipient receives a request to release the data referred to in this Clause, Recipient must immediately notify State and consult with State as to how Recipient should respond to the request. Recipient's response to the request must comply with applicable law.

12. Workers' Compensation

- 12.1. Recipient certifies that it is in compliance with Minnesota Statutes §176.181, subdivision 2, pertaining to workers' compensation insurance coverage. Recipient's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

13. Governing Law, Jurisdiction and Venue

- 13.1. Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings arising out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Data Disclosure

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

15. Termination and Suspension

- 15.1. **Termination by the State.** The State may terminate this contract with or without cause, upon 30 days written notice to the Recipient. Upon termination, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 15.2. **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this contract, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Recipient has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 15.3. **Termination for Insufficient Funding.** The State may immediately terminate this contract if: It does not obtain funding from the Minnesota Legislature; or If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Recipient. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Recipient notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 15.4. **Suspension.** The State may immediately suspend this contract in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Recipient during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

16. Discrimination Prohibited by Minnesota Statutes §181.59

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

17. Limitation.

- 17.1. Under this contract, the State is only responsible for disbursing funds. Nothing in this contract will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Recipient, however, the Recipient will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Recipient's consultants and contractors are not intended to be third party beneficiaries of this contract.

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.*

Signed: _____

Date: _____

SWIFT Contract (SC) ID No. _____

Purchase Order (PO) ID No. _____

*PO staged and to be encumbered with future State fiscal year funds.

RECIPIENT

Recipient certifies that the appropriate person(s) have executed Contracts on behalf of Recipient as required by applicable articles, bylaws or resolutions.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

MnDOT OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT

By: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____

RESOLUTION

**AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT**

It is resolved by the City of Fergus Falls as follows:

1. That the state of Minnesota Contract Number 1047454,
"Airport Maintenance and Operation Grant Contract," at the
Fergus Falls Municipal Airport is accepted.

2. That the _____ and _____ are
(Mayor, Chairperson, President, etc.) (Clerk, Auditor, Secretary, etc.)
authorized to execute this Contract and any amendments on behalf of the
City of Fergus Falls.

CERTIFICATION

STATE OF MINNESOTA
COUNTY OF _____

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

(Name of the Recipient)

at an authorized meeting held on the _____ day of _____, 20____
as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____



Memo

Page 1 of 1

Meeting Date:

December 1, 2021- Committee of the Whole

Subject:

Rural Child Care Innovation Program (RCCIP)

Recommendation:

Support by resolution the submission of an application on or by January 7, 2022 for the City of Fergus Falls and its partners to participate in First Children's Finance RCCIP over the course of 18-24 months.

Background/Key Points:

The Rural Child Care Innovation Program is a facilitated community engagement process designed to develop right-sized solutions to address the challenges of early care and education in the communities selected to participate. Over a two-year period, selected communities will partner with First Children's Finance to increase the supply of high-quality affordable child care in their local community based on thorough analysis and evaluation of local challenges.

Budgetary Impact:

Due to funding from MN Department of Human Services and other partners, First Children's Finance does not require payment to participate in the Rural Child Care Innovation Program.

Originating Department:

Community Development

Respectfully Submitted:

Klara Beck, Community Development Manager



Committee of the Whole Memo

Page 1 of 1

Meeting Date: December 1, 2021 – Committee of the Whole

Subject: Glacial Edge Trail Amendment & Cooperative Agreement

Recommendation: Recommendation to the council to accept the amendment to the Glacial Edge Trail master plan and enter into a cooperative agreement with Otter Tail County for the Glacial Edge Trail.

Background/Key Points: The Glacial Edge Trail is a proposed 14-mile trail mostly located within the City of Fergus Falls. City Council adopted the Glacial Edge Trail (GET) Master Plan on June 19, 2017. An amendment is proposed and summarized below.

Since July 2019, Otter Tail County has engaged in a regional trail planning effort. The proposed trail would begin in Maplewood State Park and connect to the proposed 2017 GET. This means the County's proposed north-south regional trail would connect Fergus Falls and the Central Lakes Trail with the Perham to Pelican Rapids Trail.

These planning efforts have been incorporated as an amendment to the City's Glacial Edge Trail Master Plan. Otter Tail County Board of Commissioners adopted the amended master plan at their November 23, 2021 meeting. Staff are recommending that the City Council adopt the amended master plan as well. The full amended plan can be viewed online here:

<https://hkgi.sharefile.com/d-s3a4ad8cde4d24932bc348be299ebae2a>

GMRPTC and HKgi propose the County and City enter into a cooperative agreement that states funding, construction, and maintenance are the responsibility of the appropriate jurisdiction. Trail segments within the City of Fergus Falls and adjacent townships are the responsibility of the City. All other portions of the trail are the responsibility of Otter Tail County. Otter Tail County staff were authorized to enter into this agreement by the Otter Tail County Board of Commissioners at their November 23, 2021 meeting. The City Administrator, Community Development Manager, and City Attorney have reviewed the cooperative agreement and request City Council approval to enter into it.

Attachments: Cooperative Agreement, County documentation

Budgetary Impact: None

Originating Department: Community Development

Respectfully Submitted: Klara Beck, Community Development Manager



MEMORANDUM TO:

The Otter Tail County Board of Commissioners

Meeting Date:

November 23, 2021

Subject:

Glacial Edge Trail Master Plan Adoption

Background/Key Points:

The adopted Otter Tail County Master Trail Plan identifies two high priority trail spines. The east/west spine connects the communities of Pelican Rapids to Perham and eventually the existing Heartland Trail. The north/south spine connects the City of Fergus Falls and the existing Central Lakes Trail to Maplewood State Park and the east/west spine.

While the County has no immediate plans to begin the north/south spine, the Greater MN Regional Parks and Trails Commission (GMRPTC) recommended the County partner with the City of Fergus Falls to amend the city's existing Glacial Edge Trail master plan. The City of Fergus Falls has an existing master trail plan that has been designated as "regionally significant" by GMRPTC. GMRPTC suggested an amendment would be easier and more cost effective than the County initiating a new master plan.

Based on the recommendation from GMRPTC, the County, City and several other stakeholders have spent considerable time updating and amending the Glacial Edge Trail Master Plan. It can be reviewed here:

<https://hkgi.sharefile.com/d-s3a4ad8cde4d24932bc348be299ebae2a>

Recommendation:

Approve the attached resolution which 1) formally adopts the master plan, 2) directs staff to execute the Cooperative Agreement with City of Fergus Falls and 3) directs staff to apply for regional significance through the Greater Minnesota Regional Parks and Trails Commission.

Budgetary Impact:

None.

Respectfully Submitted:

Nick Leonard, Deputy Administrator



GLACIAL EDGE TRAIL

COOPERATIVE AGREEMENT

This cooperative agreement is entered into by and between Otter Tail County and the City of Fergus Falls, hereinafter collectively, "The Partners".

I. STATEMENT OF MUTUAL BENEFIT AND INTEREST

The Partners enter into this agreement to support the development of the Glacial Edge Trail (the "Trail"). The Partners agree the Trail offers mutual benefit by providing a recreational experience to area residents and visitors, connecting the City of Fergus Falls and Maplewood State Park, and expanding regional trail networks by connecting the Central Lakes Trail and Perham to Pelican Rapids Regional Trail.

II. AUTHORITIES

Otter Tail County is authorized to enter into this agreement pursuant to Minnesota Statutes Section 373.01. The City of Fergus Falls is authorized to enter into this agreement pursuant to Minnesota Statutes Section 412.491. Individually, The Partners have policies governing the use of their rights-of way for trail purposes.

III. PURPOSES AND PRINCIPLES

This cooperative agreement encourages long-term interagency coordination and cooperation to enhance recreational experiences for residents and visitors, to coordinate trail wide administration and site-specific management, to protect resources, to share expertise, and to seek sources of funding for trail planning.

IV. SPECIFIC TASKS

To the extent appropriate and feasible, the Partners will work cooperatively on the following tasks:

- A. The Partners will meet as necessary to determine feasibility, determine trail alignments, develop policy, develop budgets, and seek funding. The Partners may seek available technical assistance to achieve these tasks.
- B. The Partners will inform owners and managers of land along the trail system and the public about trail plans.

- C. Execute supplemental and trail-specific agreements to implement this agreement.

V. TERMS OF AGREEMENT

- A. **Effective Date.** This agreement is executed as of the date of the last signature shown below and shall be in effect for a period not to exceed 3 years, at which time it will be subject to review, renewal, revision, or expiration. However, at the end of each year, the Partners will conduct an interim review of its language, tasks, and direction and make any necessary corrections as mutually agreeable.
- B. **Modifications.** Modifications to this agreement must be made in writing and signed and dated by the Partners.
- C. **Terminations.** Any Partner may withdraw from this agreement after 60 days written notice to the other Partner.

VI. SPECIAL PROVISIONS

- A. **Non-Fund Obligating Document.** This agreement shall not be construed as a fiscal or funds obligation document. All agreements involving reimbursement or contribution of funds between the Partners shall be by separate agreements.
- B. **Responsibilities to the Act.** This agreement does not relieve either Partner of their responsibility to manage the Trail according to local, state and federal laws, rules and regulations.
- C. **Conduct of Activities.** Unless otherwise agreed in writing, each Partner shall conduct and manage their own activities and use their resources, including the expenditure of their own funds, in pursuing the objectives enumerated in this agreement and shall operate under its own laws, regulations, and policies, subject to the appropriated funds.
- D. **Existing Authority.** Nothing in this agreement is intended to alter, limit, or expand either Partners' statutory and regulatory authority.
- E. **No Enforceable Rights.** This agreement does not create any substantive or procedural right that is enforceable at law or equity against the Partners or their officers, agents and employees.
- F. **Indemnification.** The Partners agree to indemnify, save, and hold each other, its agents and employees harmless from any claims or causes of action, including attorney's fees incurred, arising from the performance of this agreement pursuant to Minnesota Statutes, Chapter 471.59, Subd. 1a. Furthermore, Minnesota Statutes, Chapter 471.59 shall govern this agreement.

VII. AUTHORIZED REPRESENTATIVES

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

VIII. APPROVALS



Nicholas Leonard, Otter Tail County Deputy Administrator

November 24th, 2021
Date

Date

ADDENDUM TO
GLACIAL EDGE TRAIL
COOPERATIVE AGREEMENT

A cooperative agreement was entered into by Otter Tail County and the City of Fergus Falls, hereinafter, collectively "The Partners".

A copy of the Glacial Edge Trail Cooperative Agreement ("the Agreement") is attached as Exhibit "A". The Partners wish to extend the Agreement for an additional three (3) year term.

The Partners wish to extend the Agreement on the same terms and conditions as contained in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this addendum as of the last written date below.

APPROVALS.

_____	_____
_____	_____
_____	_____

**RESOLUTION ADOPTING GLACIAL EDGE TRAIL MASTER PLAN AND AUTHORIZING STAFF
TO EXECUTE COOPERATIVE AGREEMENT
Otter Tail County Resolution No. 2021 - 175**

WHEREAS, the adopted Otter Tail County Master Trail Plan identifies two high priority trail spines; and

WHEREAS, the north/south spine connects the City of Fergus Falls and the existing Central Lakes Trail to Maplewood State Park and the east/west spine; and

WHEREAS, the Greater MN Regional Parks and Trails Commission (GMRPTC) recommended the County partner with the City of Fergus Falls to amend the city's existing Glacial Edge Trail master plan and include the full north/south spine; and

WHEREAS, the Board previously directed staff to initiate the master planning process with the City of Fergus Falls and other stakeholders; and

WHEREAS, the master plan steering committee has completed their work and prepared a final draft for the Board's review and consideration;

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The Board adopts the Glacial Edge Trail Master Plan as presented.
2. That staff is directed to execute the cooperative agreement with the City of Fergus Falls.
3. That staff are directed to begin the process of requesting "regional significance" designation from Greater Minnesota Regional Parks and Trails Commission for the amended plan.

The motion for the adoption of the foregoing resolution was introduced by Commissioner Johnson, duly seconded by Commissioner Murphy and, after discussion thereof and upon vote being taken thereon, passed unanimously.

Adopted at Fergus Falls, MN this 23rd day of November, 2021.

OTTER TAIL COUNTY BOARD OF COMMISSIONERS

Dated: November 23, 2021

By: Leland R. Rogness
Leland R. Rogness, Board of Commissioners Chair

Attest: Nicole Hansen
Nicole Hansen, Clerk

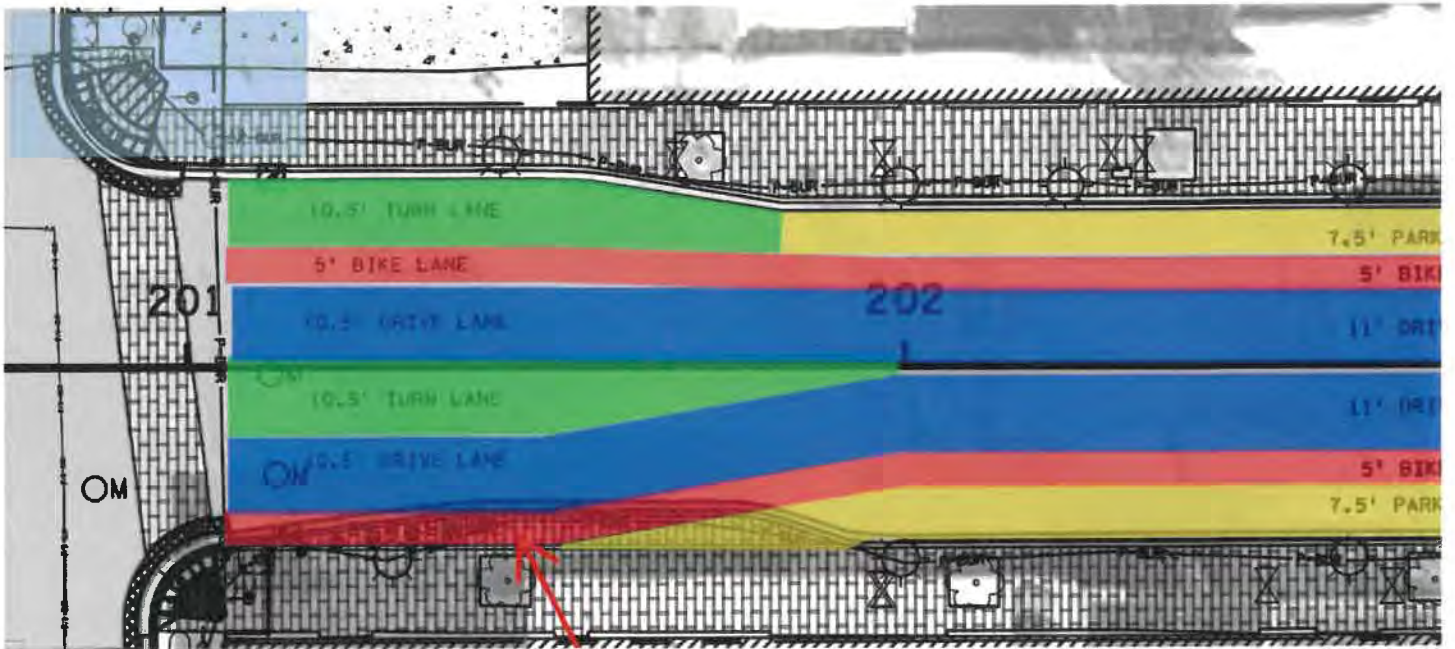
STATE OF MINNESOTA)

COUNTY OF OTTER TAIL)

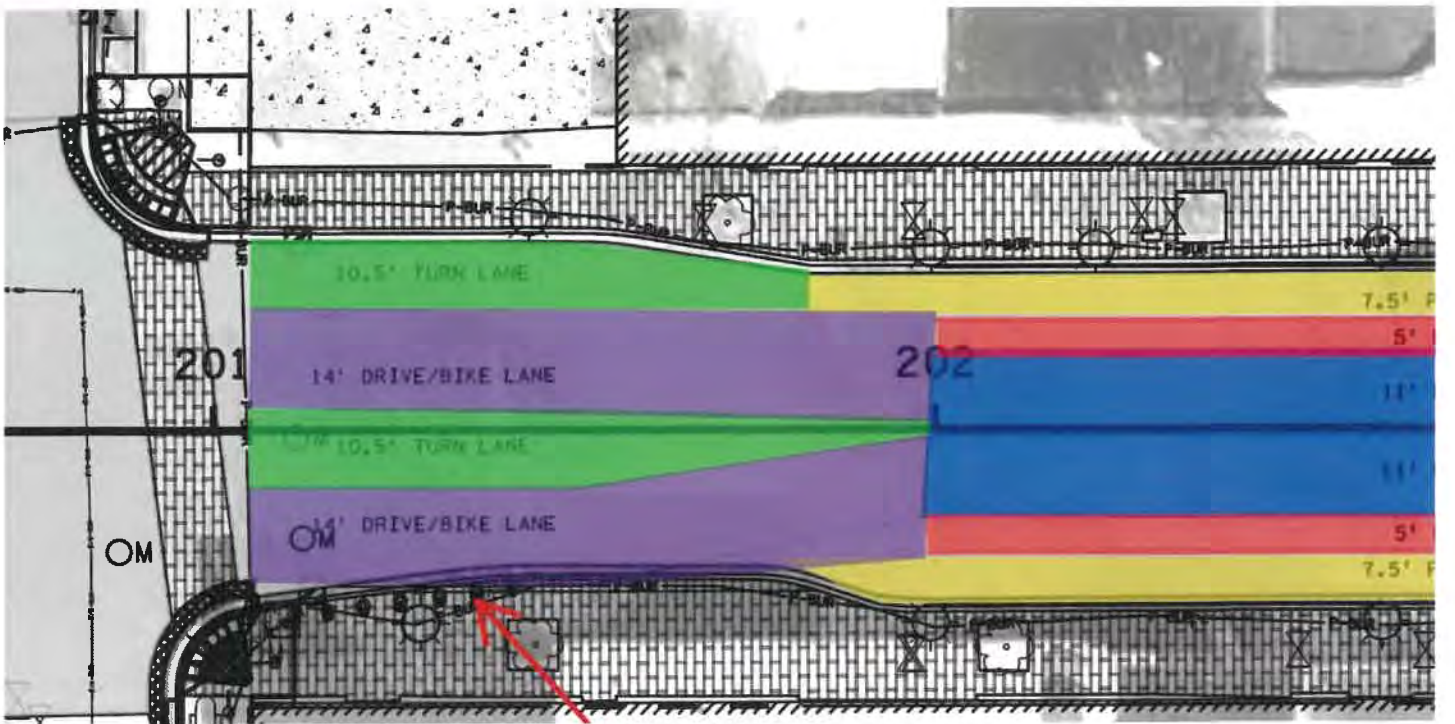
I, Nicole Hansen, the County Administrator, do hereby certify that the foregoing resolution is a true and correct copy of the resolution presented to and adopted by Otter Tail County at a duly authorized meeting therefore held on the 23rd day of November 2021.

Nicole Hansen
Nicole Hansen, Clerk

Alternate A - 10.5' Drive Lanes and 5' Bike Lanes



Alternate B - 14' Shared Bike and Drive Lanes





Council Action Recommendation

Page 1 of 1

Meeting Date: 12/06/2021

Subject: FEMA Assistance to Fire Fighters Grant (AFG)

Recommendation: Council to approve the Fire Department to apply for the Fiscal Year 2021 AFG for a new Self Contained Breathing Apparatus (SCBA) station compressor and a fixed and mobile fill station.

Background/Key Points: The current compressor and fill station was purchased and installed in 1996. The Fire Department was successful in securing an AFG Fiscal Year 2015 grant to replace all 30 SCBA. Our current SCBA operate at twice the psi pressure compared to our previous ones, which is a tremendous benefit to the safety of our fire fighters, however a challenge in that our fill compressor rated psi does not have the capacity to fill our storage bottles to 6,000 psi. We have also been trying to defer some non- critical maintenance items with intent of saving funds to replace the compressor.

The Fire Department has submitted fiscal year 2017, 2018, 2019, 2020 AFG and thus far has been unsuccessful. In the FY 2021 AFG Notice of Funding Opportunity that an estimated \$90,000,000 in additional funding has been made available through the American Rescue Plan Act.

Budgetary Impact: The AFG requires a 5% local match. The requested grant amount will not exceed \$60,000. Funds for the matching amount may be available through the American Rescue Plan Funds.

Originating Department: Fire

Respectfully Submitted: Ryan Muchow

Attachments:

ORDINANCE NO. 20, EIGHTH SERIES

AN ORDINANCE AMENDING CITY CODE SECTION 7.03 (ORIGINALLY ADOPTED AS PART OF ORDINANCE NO. 324), THEREBY AMENDING THE ZONING MAP PROVIDED FOR IN SUBDIVISION 2 OF SAID SECTION BY CHANGING THE BOUNDARY LINES OF CERTAIN DISTRICTS AND CHANGING THE CLASS OF DISTRICTS OF CERTAIN LANDS.

THE CITY OF FERGUS FALLS DOES ORDAIN:

Section 1. Hearing. Pursuant to due notice, a hearing was held by the Planning Commission on October 25, 2021, upon the changes herein described and all parties desiring to be heard thereon were afforded such opportunity.

Section 2. First Amendment. That the following tract of land located within the corporate limits of the City of Fergus Falls and described as follows:

Lots One (1) and Two (2), Block Two (2), Timber Ridge Estates and the North Half (N¹/₂) of Main Street road right-of-way adjacent, according to the plat on file in the office of the County Recorder, Otter Tail County, Minnesota,

should be and is hereby removed from an R-1 One-Family Residence District and placed in an R-A Agricultural-Residence District.

Section 3. Effective Date. The effective date of this ordinance shall be the _____ day of _____, 2021.

THIS ORDINANCE was introduced on _____, 2021, and adopted by the City Council of the City of Fergus Falls, Minnesota, on the _____ day of _____, 2021, by the following vote:

AYES:

NAYS:

ATTEST:

APPROVED:

City Administrator

Mayor

Published in the Fergus Falls Daily Journal on _____, 2021.

Human Resources
Council Resolutions
December 6, 2021

We have completed negotiations with all bargaining units representing city employees. Terms have been agreed upon and the following resolutions are being presented this evening for approval by the Fergus Falls City Council. All 2022 monetary increases and incremental insurance costs are factored into the 2022 budget.

1. Resolution to approve LELS (Sergeants and Patrol) 2022, 2023 and 2024 contract. Wage increase of 3.2% in 2022, 2.9% in 2023 and 2.8% in 2024.
2. Resolution to approve Supervisors and Professionals 2022, 2023 and 2024 contract. Wage increase of 3.2% in 2022, 2.9% in 2023 and 2.8% in 2024.
3. Resolution to approve the Teamsters 2022, 2023 and 2024 contract. Wage increase of 3.2% in 2022, 2.9% in 2023 and 2.8% in 2024.
4. Resolution to approve non-union employees 3.2% wage increase in 2022, 2.9% in 2023 and 2.8% in 2024.

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

A-1 LOCK & KEY LLC	BASIC SERVICE FEE	60.00
ARC DOCUMENT SOLUTIONS LLC	CANON/HP DESIGNJET MAINTENANCE	207.68
ADELSMAN PBBS	CHECKED FLAME FAILURES	618.00
ADELSMAN PBBS	SET UP TEMP GAS LINE	2,000.61
ADMINISTRATOR'S CONTINGENCY FD	JURY DUTY MILEAGE	8.10
ADMINISTRATOR'S CONTINGENCY FD	LEGAL FEES TRANSCRIPT	102.00
ADMINISTRATOR'S CONTINGENCY FD	NOVEMBER BLUE TOOTH HEADSET	194.16
ADMINISTRATOR'S CONTINGENCY FD	NOVEMBER SUPPLIES-WREATHS	114.00
ADMINISTRATOR'S CONTINGENCY FD	RECORD ORDINANCE #17	46.00
ADMINISTRATOR'S CONTINGENCY FD	RECORD ORDINANCE #18	46.00
ADMINISTRATOR'S CONTINGENCY FD	RECORD ORDINANCE #19	46.00
ALLIED FIRE PROTECTION INC	ANNUAL FIRE SPRINKLER INSPECTI	375.38
SEAN ANDERSON	CLEANING WEEKS NOV 8-NOV 15	392.92
AVESIS THIRD PARTY ADMIN INC	DECEMBER VISION INSURANCE	17.98
BEYER BODY SHOP, INC.	HONDA CIVIC/21038451	85.00
BEYER BODY SHOP, INC.	NORMAN ABATEMENT	85.00
BEYER BODY SHOP, INC.	TOW FORD EXPEDITION/21038326	150.00
CARR'S TREE SERVICE, INC.	NOV PRIVATE TREE REMOVAL	17,920.05
CARR'S TREE SERVICE, INC.	2021 D.E.D. TREES / BLVD	29,786.25
CARR'S TREE SERVICE, INC.	2021 OAK GROVE D.E.D TREES	1,601.25
CHARTER COMMUNICATIONS	CABLE 11/18-12/17	32.97
CHARTER COMMUNICATIONS	09/02-10/01/21 CABLE	40.18
CHARTER COMMUNICATIONS	09/04-10/03/21 CABLE	47.92
CHARTER COMMUNICATIONS	11/02-12/01/21 CABLE	40.18
COLE PAPERS, INC.	CLEANING SUPPLIES	133.04
COOPERS TECHNOLOGY GROUP	NOV SUPPLIES-HIGHLIGHTERS,PENS	19.06
COOPERS TECHNOLOGY GROUP	NOVEMBER HANGING FOLDERS	18.09
COSSETTE ELECTRIC LLC	ELECT.WORK/NEW ROOFTOP UNIT	1,630.53
COSSETTE ELECTRIC LLC	NOV RETROFIT 4 POLE LIGHTS	1,051.33
CREATIVE FORMS & CONCEPTS INC	W2'S/1095C FORMS; ENVELOPES	372.54
DACOTAH PAPER CO	TOWEL ROLL	196.68

General

TOM DRECHSEL	2021 SAFETY BOOT REIMBURSEMENT	125.00
EQUIPMENT FUND	DECEMBER EQUIPMENT RENT	107,900.91
4M FUND	NOV 2021 SERVICE FEE	53.40
4M FUND	OCT 2021 SERVICE FEE	74.80
FASTENAL COMPANY	SKATING RINKS, MATERIALS	121.04
FERGUS FALLS CONVENTION &	OCT 2021 LODGING TAX	12,028.47
FERGUS FALLS CONVENTION &	OCT 2021 LODGING TAX ADMIN	360.85-
FERGUS FALLS CONVENTION &	SEP 2021 LODGING TAX	15,508.82
FERGUS FALLS CONVENTION &	SEP 2021 LODGING TAX ADMIN	465.26-
FERGUS FALLS FIRE DEPARTMENT	2021 FIRE STATE AID	87,001.18
FERGUS FALLS FIRE DEPARTMENT	2021 SUPP FIRE AID	18,278.86
FERGUS HOME & HARDWARE	NOV RECIP BLADE 5 PACK TODD K	22.99
GALLS LLC	CREDIT FROM 2017	119.98-
GALLS LLC	GRANT UNIFORM PURCHASE	168.95
GALLS LLC	HAKEN UNIFORM PURCHASE	298.20
GALLS LLC	MATTSON UNIFORM PURCHASE	128.22
GALLS LLC	SILBERNAGEL UNIFORM PURCHASE	74.99
GALLS LLC	SONSTEBO UNIFORM PURCHASE	312.66
THOMAS GARDING	2021 SAFETY BOOT REIMBURSEMENT	125.00
GENERAL FUND	MOBILE STAGE FUNDING	117,313.00-
GENERAL FUND	NOVEMBER LONG DISTANCE CHARGE	100.34-
GENERAL FUND	NOVEMBER COPIER USE	238.16
GENERAL FUND	NOVEMBER POSTAGE USE	280.54
GENERAL FUND	NP PARK 2021 TRANSFER	50,000.00-
GENERAL FUND	PI 5337 PROJECT FUNDING	128,314.65
GENERAL FUND	TRANSFER NOVEMBER COPIER USE	397.16-
GENERAL FUND	TRANSFER NOVEMBER POSTAGE USE	586.51-
GENERAL FUND	4TH QTR 2021 FIXED EXPENDITURE	257,917.13-
GOODIN COMPANY	COUPLING, CITY HALL BOILER	7.38
GREAT PLAINS NATURAL GAS CO	NOVEMBER NATURAL GAS EXPENSE	901.22
GUARDIAN	DECEMBER DENTAL PREMIUM	3,769.57
HOME DEPOT CREDIT SERVICES	BATTERY PACK, HMR DRLL/IMPACT	399.00
HOME DEPOT CREDIT SERVICES	BLADE KIT, DRIVER SET, GRINDER	646.94
HOME DEPOT CREDIT SERVICES	NOV BRASS ADAPTER, CABLE TIES	56.32
HOME DEPOT CREDIT SERVICES	NOV RETURN STRAIGHT LOCK PLIER	14.47-
HOME DEPOT CREDIT SERVICES	NOV STRAIGHT LOCKING PLIERS	14.47
HOME DEPOT CREDIT SERVICES	NOV TORQUE LOCKING PLIERS SET	25.97
HOME DEPOT CREDIT SERVICES	NOVEMBER EBEXT 10X3, 10X3 1/2	59.94
HOME DEPOT CREDIT SERVICES	NOVEMBER TOILET FILL VALVE	18.25
ISD #544	ADDITIONAL ELECT SUMMER ICE	21,268.34
ISD #544	ADDITIONAL NAT GAS SUMMER ICE	3,142.85
INNOVATIVE OFFICE SOLUTIONS	OFFICE SUPPLIES	384.83
J.P. COOKE COMPANY	MILLER LE STAMP	29.65

General

TOM LACHOWITZER	2021 SAFETY BOOT REIMBURSEMENT	125.00
LAKE REGION ELECTRIC COOP	OCT/SNOW REMOVAL/EQUIP BLDG	62.34
LAKE REGION ELECTRIC COOP	OCTOBER ELECTRICITY EXPENSE	1,767.64
LAKE REGION HEALTHCARE CORP	OCTOBER PRE-EMPLOY DRUG SCREEN	75.00
J.H. LARSON ELECTRICAL COMPANY	FLUORESCENT LAMPS	153.60
LEADS ONLINE	INVESTIGATION SERVICE PACKAGE	1,810.74
LEE WELL DRILLING INC	WELL/DELAGOON PARK	25,623.21
MACQUEEN EQUIPMENT INC	YEARLY SCBA FLOW TESTS	1,800.00
MARCO TECHNOLOGIES LLC	REPLACE FAILED ADAPTOR	203.56
MARCO-FARGO	11/15-12/15 COPIER CONTRACT	374.96
MED COMPASS	17 QUANTITATIVE FIT TEST	520.00
MEDTOX LABORATORIES INC	OCT PRE-EMPLOY DRUG SCREEN	62.82
METRO SALES, INC	10/18-11/17/21 COPIER RENT	152.98
METRO SALES, INC	10/18-11/17/21 USAGE CHARGE	30.66
MIDLAND DOOR SOLUTIONS	NOV REPLACE AUTO DRUM CABLE	611.75
MN DEPT OF TRANSPORTATION	ASPHALT EMULSION	2,427.38
MN DEPT OF TRANSPORTATION	NOV PRESSURE VESSEL	30.00
MINNKOTA ENVIROSERVICES INC	OCTOBER SHREDDING SERVICE	33.00
MOBOTREX INC	NOV 12 CHANNEL LCD MONITORS	1,518.00
NYCKLEMOE & ELLIG, P.A.	DEC/RETAINER FEE/OFFICE ALLOW	6,825.00
O'DAY EQUIPMENT INC	AUG ANNUAL TESTING/FUEL TANKS	2,871.17
O'DAY EQUIPMENT INC	OCT INSTALL BATT,TANK MONITOR	629.87
O'DAY EQUIPMENT INC	OCT REPL VALVE ON AVGAS	759.66
O'DAY EQUIPMENT INC	OCT REPLACE HOSE,FLUSH LINE	1,981.89
OFFICE OF MNIT SERVICES	NOV. INTERNET ACCESS	274.48
OTTER ELECTRIC LLC	REPOWER LIGHTS VERNON/CASCADE	430.01
OTTER ELECTRIC LLC	SEPT CHANGED CONDUIT FUEL PUMP	2,795.56
OTTER ELECTRIC LLC	WIRED WELL PUMP,DELAGOON	2,687.95
OTTER TAIL POWER COMPANY	NOVEMBER ELECTRICITY EXPENSE	29,865.70
OTTER TAIL TELCOM	DEC. TELEPHONE LINES	2,394.09
PERRIN MOBILE MEDICAL SERVICES	NOVEMBER RANDOM DRUG SCREEN	186.25
POLICE DEPT CONTINGENCY FUND	ELDIEN/BERGREN LDF FUND	400.00
POLICE DEPT CONTINGENCY FUND	KITZMAN UNIFORM PURCHASE	40.98
POLICE DEPT CONTINGENCY FUND	SONSTEBO UNIFORM PURCHASE	167.99
POLICE DEPT PETTY CASH	ESTEP INTERVIEW MEAL-FARGO	11.27
PORT AUTHORITY GENERAL FUND	P.I. 9761 FUTURE BROADWAY ROW	109,521.00
PUBLIC UTILITIES DEPARTMENT	NOVEMBER PUBLIC UTILITIES	2,876.62
SHERWIN WILLIAMS CO	OTTER MAROON	107.58
SHERWIN WILLIAMS CO	PAINT	171.44
SPEE DEE DELIVERY SERVICE INC	NOV SHIPPING	32.07
STENERSON BROTHERS LUMBER CO	CLEVELAND W.H.SOFFIT, FASCIA	1,356.20
STENERSON BROTHERS LUMBER CO	CLEVELAND W.HOUSE FASCIA,SOFF.	23.05
STENERSON BROTHERS LUMBER CO	LAKE ALICE W.H. MATERIALS	77.22

General

STENERSON BROTHERS LUMBER CO	LAKE ALICE W.H. SOFFIT REPAIR	46.77
STENERSON BROTHERS LUMBER CO	LAKE ALICE W.H. SOFFIT,FASCIA	366.43
STENERSON BROTHERS LUMBER CO	NOV MASON 1/2" BIT (TODD K)	20.79
STENERSON BROTHERS LUMBER CO	NOV 1X6 X 14 2# ESLP	50.38
STENERSON BROTHERS LUMBER CO	NOV 25" TAPE MEASURE	20.99
SUMMIT COMPANIES	ANNUAL FIRE EXTINGUISHER INSP	314.62
SUMMIT COMPANIES	ANNUAL FIRE EXTINGUISHER MAINT	103.79
SWANSTON EQUIPMENT CO	NOV CHAIN SAW BAR & 2 CHAINS	156.89
USABLE LIFE	DECEMBER LIFE INSURANCE	79.20
VERIZON WIRELESS	DECEMBER CELL PHONE EXPENSE	40.01
VERIZON WIRELESS	NOVEMBER CELL PHONE EXPENSE	1,021.38
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/3133AYJB7	60,376.30-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/3133AYJL5	100,517.80-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/3140LDMJ5	200,670.25-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/3140LDMP1	180,603.23-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/3140LMDQ9	170,569.71-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/35563PSE0	368.59-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/3620AUSK1	.01-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/3620A7UT0	4.34-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/7994082J7	55,000.00-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/90376PEJ6	139,745.20-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/91282CDG3	149,213.76-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/91282CDJ7	98,242.59-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVESTMENTS - NOV	2,310,623.56
WELLS FARGO BANK MINNESOTA NA	07/01-09/30/21 INVESTMENT FEES	14,681.86
WIMACTEL INC	NOVEMBER TELEPHONE EXPENSE	132.00
BEN WOLDEN LANDSCAPING	CLASS 5 GRAVEL HAULED BY CITY	5,392.50
	F U N D T O T A L	1,413,554.85

P.A. General

GENERAL FUND	NOVEMBER LONG DISTANCE CHARGE	8.26
GENERAL FUND	NOVEMBER COPIER USE	22.34
GENERAL FUND	NOVEMBER POSTAGE USE	.53
INDEPENDENT TESTING TECHNOLOGY	SOIL BORING/PROGRESSIVE DRIVE	7,560.00
OTTER TAIL TELCOM	DEC. TELEPHONE LINES	6.50
SUMMIT COMPANIES	ANNUAL FIRE ALARM INSPECTION	818.00
SUMMIT COMPANIES	CREDIT FOR FIRE ALARM ANNUAL	1,636.50-
SUMMIT COMPANIES	CREDIT FOR OCT OVER BILLING	32.50-

P.A. General

SUMMIT COMPANIES	CREDIT FOR OCT OVER BILLING #2	32.50-
SUMMIT COMPANIES	CREDIT FOR OCT OVER BILLING #3	32.50-
SUMMIT COMPANIES	MONTHLY MONITORING -NOV	32.50
SUMMIT COMPANIES	OVER BILLING #2 OCT	32.50
SUMMIT COMPANIES	OVER BILLING #3 OCT	32.50
SUMMIT COMPANIES	OVER BILLING OCT	32.50
UGSTAD PLUMBING, INC.	BOILER/GEN CK 11/03/21	85.00
UGSTAD PLUMBING, INC.	BOILER/GEN CK 11/10/21	85.00
UGSTAD PLUMBING, INC.	BOILER/GEN CK 11/19/21	85.00
UGSTAD PLUMBING, INC.	BOILER/GEN CK 11/23/21	85.00
UGSTAD PLUMBING, INC.	DECEMBER RETAINER FEE	125.00
UGSTAD PLUMBING, INC.	MONTHLY MAINT -PLBG & HTG NOV	106.25
UGSTAD PLUMBING, INC.	UNCLOGGED SINK PATIENT RM 171	457.50
WEST CENTRAL ABSTRACTING	LAND SALE/CARLETON COMPANIES	400.00
	F U N D T O T A L	8,240.38

American Rescue Plan Act Fund

BIGWOOD EVENT CENTER	BIGWOOD-LHR MANAGEMENT FEE	20,000.00
GENERAL FUND	MOBILE STAGE FUNDING	117,313.00
	F U N D T O T A L	137,313.00

Regional Treatment Center-City Operated

AL'S REFRIGERATION, INC.	SEPT REPLACE AIR DRYER COMPRES	600.00
CARR'S TREE SERVICE, INC.	2021 RTC D.E.D. TREES	420.00
OTTER TAIL POWER COMPANY	NOVEMBER ELECTRICITY EXPENSE	241.86
	F U N D T O T A L	1,261.86

Public Library

Public Library

ARAMARK UNIFORM SERVICES	TOWELS AND MOPS	32.29
BAKER & TAYLOR INC	AUDIO BOOK	66.46
BAKER & TAYLOR INC	BOOK PROCESSING	127.63
BAKER & TAYLOR INC	BOOKS	2,043.87
BAKER & TAYLOR INC	JULY BOOKS	102.35
BIBLIOTHECA LLC	PREPAID EXPENSE FOR 2022	1,998.00
GENERAL FUND	NOVEMBER LONG DISTANCE CHARGE	39.46
GENERAL FUND	4TH QTR 2021 FIXED EXPENDITURE	599.25
HOOPLA	DIGITAL MATERIALS	849.60
VICTOR LUNDEEN COMPANY	ADVERTISING MATERIALS PENS	226.59
VICTOR LUNDEEN COMPANY	BOOKS BIG READ 2022	1,654.48
VICTOR LUNDEEN COMPANY	TAPE	86.04
VICTOR LUNDEEN COMPANY	TAPE & LABELS	93.28
MIDWEST PRINTING COMPANY	THANK YOU CARDS ENVELOPES	230.00
MN DEPT OF TRANSPORTATION	NOV PRESSURE VESSEL	10.00
OTTER TAIL POWER COMPANY	NOVEMBER ELECTRICITY EXPENSE	2,434.69
OTTER TAIL TELCOM	DEC. TELEPHONE LINES	71.47
PUBLIC UTILITIES DEPARTMENT	NOVEMBER PUBLIC UTILITIES	298.51
SUMMIT COMPANIES	ANNUAL FIRE ALARM INSPECTION	325.00
SUMMIT COMPANIES	ANNUAL FIRE EXTINGUISHER MAINT	221.12
TAG UP	NAME TAGS 231617R	6.00
TAG UP	SIGN FOR WINDOW	69.95
VALUE LINE PUBLISHING INC.	VALUE LINE PRINT EDITION	4,250.00
VIKING LIBRARY SYSTEM	CYBRARIAN 1534	909.50
VIKING LIBRARY SYSTEM	IT SUPPORT AND PERIPHERALS	3,900.00
VIKING LIBRARY SYSTEM	MARC RECORDS OVERDRIVE	108.00
VIKING LIBRARY SYSTEM	MY HERITAGE SUBSCRIPTION DB	896.00
VIKING LIBRARY SYSTEM	OVERDRIVE SUBSCRIPTION	3,758.00
VIKING LIBRARY SYSTEM	TEXT MESSAGES FOR OVERDUES	865.80
	F U N D T O T A L	26,273.34

Bigwood Event Center

BIGWOOD EVENT CENTER	BIGWOOD-LHR MANAGEMENT FEE	20,000.00-
GREAT PLAINS NATURAL GAS CO	NOVEMBER NATURAL GAS EXPENSE	1,148.02
HOME DEPOT CREDIT SERVICES	NOV ROLL INSULATION/MUD/PAN	65.87
HOME DEPOT CREDIT SERVICES	NOV 8' PAPER FACED CORNERBEAD	6.43
LHR HOSPITALITY MANAGEMENT	OCTOBER MANAGEMENT FEES	5,000.00
OTTER TAIL POWER COMPANY	NOVEMBER ELECTRICITY EXPENSE	2,061.42

Bigwood Event Center

OTTER TAIL TELCOM	DEC. TELEPHONE LINES	6.50
PUBLIC UTILITIES DEPARTMENT	NOVEMBER PUBLIC UTILITIES	282.16
WL HALL CO INTERIOR SERVICE	ANNUAL PM'S PANELFOLD WALLS	2,475.00
	F U N D T O T A L	8,954.60-

Tax Abatement - Platte Properties

PLATTE PROPERTIES LLC	2021 TAX ABATEMENT PMT 8	8,763.85
	F U N D T O T A L	8,763.85

IRP Revolving Loan

GENERAL FUND	NOVEMBER COPIER USE	.26
	F U N D T O T A L	.26

CDBG/HUD Revolving Loan

GENERAL FUND	NOVEMBER COPIER USE	23.76
GENERAL FUND	NOVEMBER POSTAGE USE	1.86
HALVORSON AUTOBODY	SIGNAGE/TG PROPERTY-FACADE 952	1,375.00
PREMIER ELECTRIC INC	ELECTRIC WORK/TG BLDG-LOAN 952	1,227.00
RAATZ ART & DESIGN	LOGO DESIGN/TG BLDG-FACADE 952	50.00
	F U N D T O T A L	2,677.62

P.I.R. Bond and Interest 2005

P.I.R. PROJECTS	TO CLOSE FUND 305 TO FUND 499	966.04
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P.I.R. Bond and Interest 2005

F U N D T O T A L	966.04
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Capital Improvement

ADMINISTRATOR'S CONTINGENCY FD	RECORD RTC DEED GRANT	46.00
CAPITAL IMPROVEMENT FUND	PI 9768 PROJECT TRANSFER	400,000.00-
COMSTOCK CONSTRUCTION INC	PAY APP NO. 7	504,729.49
FERGUSON ASPHALT PAVING INC	PAY APP NO. 1	92,527.25
GENERAL FUND	PI 5337 PROJECT FUNDING	128,314.65-
GOODPOINTE TECHNOLOGY INC	2022 PAVEMENT MGMT AGREEMENT	4,220.00
INTERSTATE ENGINEERING INC.	PROF. SERV. 10/11/21-11/06-21	3,242.19
INTERSTATE ENGINEERING INC.	PROF. SERV. 10/21/21-11/13/21	7,671.24
INTERSTATE ENGINEERING INC.	PROF.SERV. 10/10/21-11/13/21	14,316.62
INTERSTATE ENGINEERING INC.	PROF.SERV. 8/3/21-11/13/21	19,842.24
MOORE ENGINEERING INC	PROF SERV. CONCORD ST IMP.	1,292.50
MOORE ENGINEERING INC	PROF.SERVICE INTERNATIONAL DR	1,457.50
ROBERT NORDICK	2021 SIDEWALK 121 E BEECH	1,002.30
ROBERT NORDICK	2021 SIDEWALK 222 N WHITFORD	1,250.00
ROBERT NORDICK	2021 SIDEWALK 311 S KENNEDY PK	5,447.11
OTTER ELECTRIC LLC	REMOVE/HAULED 2 POLE LIGHTS	720.00
PORT AUTHORITY GENERAL FUND	P.I. 9761 FUTURE BROADWAY ROW	109,521.00-
TAFT STETTINIUS HOLLISTER LLP	2021A BOND COUNSEL FEES	12,500.00
	F U N D T O T A L	32,428.79

P.I.R. Project 2005A

P.I.R. PROJECTS	TO CLOSE FUND 405 TO FUND 499	227,880.03
	F U N D T O T A L	227,880.03

P.I.R. Project 2012B

P.I.R. Project 2012B

P.I.R. BOND & INTEREST 2012	2021 DEBT SERVICE TRANSFER	30,704.78-
	F U N D T O T A L	30,704.78-

P.I.R. Projects

P.I.R. PROJECTS	TO CLOSE FUND 305 TO FUND 499	966.04-
P.I.R. PROJECTS	TO CLOSE FUND 405 TO FUND 499	227,880.03-
	F U N D T O T A L	228,846.07-

Liquor Store

THE AMERICAN BOTTLING COMPANY	NOVEMBER/MIX	222.49
APPRIZE TECHNOLOGY SOLUTIONS	NOVEMBER ADMIN FEE	114.96
ARCTIC GLACIER USA INC	NOVEMBER/ICE #3608132206	53.55
ARTISAN BEER COMPANY	NOVEMBER/BEER	4,673.00
ARTISAN BEER COMPANY	NOVEMBER/MIX	120.00
BEVERAGE WHOLESALERS INC	DECEMBER/BEER	6,484.10
BEVERAGE WHOLESALERS INC	NOVEMBER/BEER	46,032.79
BEVERAGE WHOLESALERS INC	NOVEMBER/MIX	456.90
PATRICIA DILLON	NOV/SUPPLIES-3 TREE STANDS	13.99
BRAUN VENDING INC	NOVEMBER/SUPPLIES-WATER	37.50
BREAKTHRU BEVERAGE MINNESOTA	NOVEMBER/FREIGHT	424.82
BREAKTHRU BEVERAGE MINNESOTA	NOVEMBER/LIQUOR	23,907.18
BREAKTHRU BEVERAGE MINNESOTA	NOVEMBER/MIX	618.62
BREAKTHRU BEVERAGE MINNESOTA	NOVEMBER/WINE	4,830.10
CAPITAL IMPROVEMENT FUND	PI 9768 PROJECT TRANSFER	400,000.00
CAYAN	NOV 2021 MONTHLY SERVICE FEE	160.74
VIKING COCA-COLA BOTTLING CO	NOVEMBER/MIX	1,046.46
COOPERS TECHNOLOGY GROUP	NOV SUPPLIES-HIGHLIGHTERS,PENS	9.16
COPPER TRAIL BREWING CO	NOVEMBER/BEER	318.68
D-S BEVERAGES, INC.	NOVEMBER/LIQUOR	1,050.00
DISGRUNTLED BREWERY LLC	NOVEMBER/BEER	364.80
DRUMCONRATH BREWING COMPANY	NOVEMBER/BEER	196.50
GENERAL FUND	NOVEMBER LONG DISTANCE CHARGE	1.59
GENERAL FUND	NP PARK 2021 TRANSFER	50,000.00

Liquor Store

GENERAL FUND	4TH QTR 2021 FIXED EXPENDITURE	9,159.50
GREAT PLAINS NATURAL GAS CO	NOVEMBER NATURAL GAS EXPENSE	180.06
H BOYD NELSON INC	DECEMBER/BEER	12,432.65
H BOYD NELSON INC	NOVEMBER/BEER	78,205.81
H BOYD NELSON INC	NOVEMBER/MIX	1,050.50
JOHNSON BROTHERS LIQUOR CO	NOVEMBER/BEER	25.60
JOHNSON BROTHERS LIQUOR CO	NOVEMBER/FREIGHT	732.89
JOHNSON BROTHERS LIQUOR CO	NOVEMBER/LIQUOR	15,871.56
JOHNSON BROTHERS LIQUOR CO	NOVEMBER/MIX	121.30
JOHNSON BROTHERS LIQUOR CO	NOVEMBER/WINE	18,585.82
THE MCKINNON COMPANY INC	NOVEMBER/MIX	71.80
ORIGIN WINE & SPIRITS	NOVEMBER/FREIGHT	1.49
ORIGIN WINE & SPIRITS	NOVEMBER/LIQUOR	180.00
OTTER TAIL POWER COMPANY	NOVEMBER ELECTRICITY EXPENSE	3,686.93
OTTER TAIL TELCOM	DEC. TELEPHONE LINES	74.98
PAUSTIS WINE COMPANY	NOVEMBER/FREIGHT	85.00
PAUSTIS WINE COMPANY	NOVEMBER/MIX	352.00
PAUSTIS WINE COMPANY	NOVEMBER/WINE	6,484.00
PEPSI BEVERAGE COMPANY	NOVEMBER/MIX	406.65
PHILLIPS WINE AND SPIRITS CO	NOVEMBER/FREIGHT	444.81
PHILLIPS WINE AND SPIRITS CO	NOVEMBER/LIQUOR	27,471.27
PHILLIPS WINE AND SPIRITS CO	NOVEMBER/MIX	470.00
PHILLIPS WINE AND SPIRITS CO	NOVEMBER/WINE	5,810.14
PUBLIC UTILITIES DEPARTMENT	NOVEMBER PUBLIC UTILITIES	478.15
ROLLING FORKS VINEYARDS LLC	NOVEMBER/WINE	612.84
SMALL LOT WINE	NOVEMBER/FREIGHT	36.00
SMALL LOT WINE	NOVEMBER/LIQUOR	660.96
SMALL LOT WINE	NOVEMBER/WINE	3,433.86
SOUTHERN GLAZER'S OF MN	DECEMBER/FREIGHT	196.25
SOUTHERN GLAZER'S OF MN	DECEMBER/LIQUOR	7,987.18
SOUTHERN GLAZER'S OF MN	DECEMBER/MIX	26.00
SOUTHERN GLAZER'S OF MN	DECEMBER/WINE	2,211.71
SOUTHERN GLAZER'S OF MN	NOVEMBER/FREIGHT	287.83
SOUTHERN GLAZER'S OF MN	NOVEMBER/LIQUOR	11,190.39
SOUTHERN GLAZER'S OF MN	NOVEMBER/MIX	104.20
SOUTHERN GLAZER'S OF MN	NOVEMBER/WINE	2,468.80
VERIZON WIRELESS	NOVEMBER CELL PHONE EXPENSE	51.31
	F U N D T O T A L	752,788.17

Refuse Disposal

Refuse Disposal

ADMINISTRATOR'S CONTINGENCY FD	ANNUAL WASTE HAULER LICENSE	110.00
AMP INSURANCE	OTC SOLID WASTE BOND 3/25/22	125.00
APPRIZE TECHNOLOGY SOLUTIONS	NOVEMBER ADMIN FEE	114.98
CARR'S TREE SERVICE, INC.	2021 STORM DAMAGE TREE REMOVAL	8,083.75
COOPERS TECHNOLOGY GROUP	NOV SUPPLIES-HIGHLIGHTERS,PENS	6.27
WASTE MANAGEMENT	11/01-11/15/21 PRO SERVICES	2,728.62
EQUIPMENT FUND	DECEMBER EQUIPMENT RENT	40,231.42
GENERAL FUND	NOVEMBER LONG DISTANCE CHARGE	.56
GENERAL FUND	4TH QTR 2021 FIXED EXPENDITURE	61,075.00
METRO SALES, INC	10/18-11/17/21 COPIER RENT	16.55
METRO SALES, INC	10/18-11/17/21 USAGE CHARGE	12.98
OTTER TAIL POWER COMPANY	NOVEMBER ELECTRICITY EXPENSE	143.59
OTTER TAIL POWER COMPANY	OCTOBER/SERVICE-MAIL BILLS	76.34
OTTER TAIL TELCOM	DEC. TELEPHONE LINES	25.99
PUBLIC UTILITIES DEPARTMENT	NOVEMBER PUBLIC UTILITIES	2,940.32
	F U N D T O T A L	115,691.37

Sewage Treatment

AMWELL	NOV MISC PARTS	352.96
APPRIZE TECHNOLOGY SOLUTIONS	NOVEMBER ADMIN FEE	114.98
COOPERS TECHNOLOGY GROUP	NOV SUPPLIES-HIGHLIGHTERS,PENS	10.13
COSSETTE ELECTRIC LLC	NOV REPLACE SWITCH	194.84
COSSETTE ELECTRIC LLC	NOV TROUBLESHOT MOTOR/MIXERS	86.00
EQUIPMENT FUND	DECEMBER EQUIPMENT RENT	12,843.84
GENERAL FUND	NOVEMBER LONG DISTANCE CHARGE	11.63
GENERAL FUND	4TH QTR 2021 FIXED EXPENDITURE	68,046.63
W.W. GOETSCH ASSOC., INC.	NOV RHOMBUS DUPLEX CONTROL PAN	13,485.00
GRAINGER INC	NOV OIL GAUGE,AIR CLEANER	192.20
GRAINGER INC	NOV REPLACEMENT WINDSOCK	51.16
GREAT PLAINS NATURAL GAS CO	NOVEMBER NATURAL GAS EXPENSE	447.99
HAWKINS INC	NOV CHLORINE, SULFUR DIOXIDE	3,105.00
LAKE REGION ELECTRIC COOP	OCTOBER ELECTRICITY EXPENSE	180.52
LOCATORS & SUPPLIES INC	NOV GLOVE,KNIT LINER,MULTIMETE	137.42
METRO SALES, INC	10/18-11/17/21 COPIER RENT	16.56
METRO SALES, INC	10/18-11/17/21 USAGE CHARGE	12.99
MN DEPT OF TRANSPORTATION	NOV BOILER/PRESSURE VESSEL	70.00
MINNESOTA PUMP WORKS	NOV APCO VALVE REPAIR KIT	602.00
OTTER TAIL POWER COMPANY	NOVEMBER ELECTRICITY EXPENSE	8,087.20

Sewage Treatment

OTTER TAIL POWER COMPANY	OCTOBER/SERVICE-MAIL BILLS	76.35
OTTER TAIL TELCOM	DEC. TELEPHONE LINES	25.99
PERRIN MOBILE MEDICAL SERVICES	NOVEMBER RANDOM DRUG SCREEN	38.75
PUBLIC UTILITIES DEPARTMENT	NOVEMBER PUBLIC UTILITIES	2,679.68
RMB ENVIRONMENTAL LABORATORIES	NOV ANALYSIS	660.00
SPEE DEE DELIVERY SERVICE INC	NOV SHIPPING	55.26
SPEE DEE DELIVERY SERVICE INC	NOV SHIPPING FEE	27.77
SPEE DEE DELIVERY SERVICE INC	OCT SHIPPING	27.51
VERIZON WIRELESS	NOVEMBER CELL PHONE EXPENSE	117.56
	F U N D T O T A L	111,757.92

Water

AMERICAN PAYMENT CENTERS	QUARTERLY BOX RENTAL	93.00
APPRIZE TECHNOLOGY SOLUTIONS	NOVEMBER ADMIN FEE	114.98
COOPERS TECHNOLOGY GROUP	NOV SHREDDER	108.29
COOPERS TECHNOLOGY GROUP	NOV SUPPLIES-HIGHLIGHTERS,PENS	9.21
COOPERS TECHNOLOGY GROUP	NOV 4" SLANT-D RING BINDERS	143.88
CORE & MAIN LP	NOV HYDRANT OIL (JUSTIN)	515.96
COSSETTE ELECTRIC LLC	NOV REPL. FAN DEHUMIDIFIER	746.80
EQUIPMENT FUND	DECEMBER EQUIPMENT RENT	3,956.50
FERGUSON WATERWORKS #2516	NOV CREDIT RETURNED METER VALV	151.44-
FERGUSON WATERWORKS #2516	NOV CREDIT 1" T10 MTR R900I	816.20-
FERGUSON WATERWORKS #2516	NOV 1.5" MACH10 R900I USG METE	1,830.16
FERGUSON WATERWORKS #2516	NOV 5/8" V4 R900I MACH10 MTR	6,905.44
GENERAL FUND	NOVEMBER LONG DISTANCE CHARGE	11.32
GENERAL FUND	NOVEMBER COPIER USE	92.26
GENERAL FUND	NOVEMBER POSTAGE USE	255.85
GENERAL FUND	4TH QTR 2021 FIXED EXPENDITURE	60,856.13
GOIN' POSTAL FERGUS FALLS	NOV POSTAGE	15.06
GOODIN COMPANY	NOV 2" PVC ADAPTER	11.82
GRAYMONT (WI) LLC.	NOV HIGH CALCIUM QUICKLIME	5,532.66
GREAT PLAINS NATURAL GAS CO	NOVEMBER NATURAL GAS EXPENSE	1,650.90
LOCATORS & SUPPLIES INC	NOV ELKSKIN WORK GLOVES (MIKE)	40.98
LOCATORS & SUPPLIES INC	NOV LITEBOX BATTERY (TRAVIS)	45.00
METRO SALES, INC	10/18-11/17/21 COPIER RENT	16.56
METRO SALES, INC	10/18-11/17/21 USAGE CHARGE	12.99
MN DEPARTMENT OF HEALTH	4TH QTR 2021 WATER CONNECTIONS	12,162.00
MN DEPT OF TRANSPORTATION	NOV PRESSURE VESSEL	30.00

Water

OTTER TAIL POWER COMPANY	NOVEMBER ELECTRICITY EXPENSE	6,111.59
OTTER TAIL POWER COMPANY	OCTOBER/SERVICE-MAIL BILLS	76.34
OTTER TAIL TELCOM	DEC. TELEPHONE LINES	25.99
P.I.R. BOND & INTEREST 2012	2021 DEBT SERVICE TRANSFER	17,144.80
PUBLIC UTILITIES DEPARTMENT	NOVEMBER PUBLIC UTILITIES	166.93
RMB ENVIRONMENTAL LABORATORIES	NOV INVESTIGATIVE SAMPLE	15.00
RMB ENVIRONMENTAL LABORATORIES	NOV 1ST HALF BACT.MONITORING	125.00
RMB ENVIRONMENTAL LABORATORIES	NOV 2ND HALF BACT. MONITORING	110.00
STENERSON BROTHERS LUMBER CO	NOV 2X6X10 PREM SPF (WTP MIKE)	21.80
USA BLUEBOOK	AUG DISPENSER REFILL	234.13
VERIZON WIRELESS	DECEMBER CELL PHONE EXPENSE	89.06
VERIZON WIRELESS	NOVEMBER CELL PHONE EXPENSE	107.51
	F U N D T O T A L	118,418.26

Storm Water

EQUIPMENT FUND	DECEMBER EQUIPMENT RENT	8,449.08
GENERAL FUND	4TH QTR 2021 FIXED EXPENDITURE	22,477.88
OTTER TAIL POWER COMPANY	NOV ELECTRICITY/725 W MAPLE	123.06
OTTER TAIL POWER COMPANY	NOVEMBER ELECTRICITY EXPENSE	109.74
P.I.R. BOND & INTEREST 2012	2021 DEBT SERVICE TRANSFER	13,559.98
VERIZON WIRELESS	NOVEMBER CELL PHONE EXPENSE	35.01
	F U N D T O T A L	44,754.75

Equipment

AUTO VALUE - FERGUS FALLS	ATC FUSE HOLDER UNIT 265	6.99
AUTO VALUE - FERGUS FALLS	NOV AIR FILTERS AIRPORT EQUIPM	109.32
AUTO VALUE - FERGUS FALLS	NOV BATT TERMINAL LUG (SHOP)	4.95
AUTO VALUE - FERGUS FALLS	NOV BLACK TRIM RETAINERS	12.99
AUTO VALUE - FERGUS FALLS	NOV BRAKE PARTS CLEANER	47.88
AUTO VALUE - FERGUS FALLS	NOV CARB/CHOKE CLEANER	55.08
AUTO VALUE - FERGUS FALLS	NOV COOLANT HOSE UNIT 265	9.48
AUTO VALUE - FERGUS FALLS	NOV CRC SPRAY APPLICATOR SHOP	12.98
AUTO VALUE - FERGUS FALLS	NOV CREDIT FROM INV 5321019	14.66-

Equipment

AUTO VALUE - FERGUS FALLS	NOV CREDIT FROM INV 5321241	88.95-
AUTO VALUE - FERGUS FALLS	NOV FEMALE JIC HYD FITTING	20.59
AUTO VALUE - FERGUS FALLS	NOV FEMALE WIRE CONNECTORS	2.49
AUTO VALUE - FERGUS FALLS	NOV FUEL LINE/HOSE CLAMPS	31.70
AUTO VALUE - FERGUS FALLS	NOV GREEN SILICONE SEAL (SHOP)	1.69
AUTO VALUE - FERGUS FALLS	NOV MALE PIPE SWIVEL HYD FITTI	164.36
AUTO VALUE - FERGUS FALLS	NOV OIL FILTER (STOCK)	22.83
AUTO VALUE - FERGUS FALLS	NOV OIL FILTERS (TRAVIS)	14.66
AUTO VALUE - FERGUS FALLS	NOV OIL FILTERS/STOCK ORINGS	16.92
AUTO VALUE - FERGUS FALLS	NOV PRIMARY WIRE (SHOP)	6.95
AUTO VALUE - FERGUS FALLS	NOV PRIMARY WIRE&BRAID (SHOP)	69.50
AUTO VALUE - FERGUS FALLS	NOV ROTELLA T4 15W40	110.37
AUTO VALUE - FERGUS FALLS	NOV SEA FOAM TUNE UP (SHOP)	35.96
AUTO VALUE - FERGUS FALLS	NOV SPARK PLUGS UNIT 50	159.84
AUTO VALUE - FERGUS FALLS	NOV STOCK FUEL FILTER U-453	8.96
AUTO VALUE - FERGUS FALLS	NOV STOCK FUEL FITLER	11.90
AUTO VALUE - FERGUS FALLS	NOV STOCK ORDER	88.95
AUTO VALUE - FERGUS FALLS	NOV STOCK PARTS ORDER	128.13
AUTO VALUE - FERGUS FALLS	NOV STOP/TAIL LIGHT U-212	13.99
AUTO VALUE - FERGUS FALLS	NOV TRANS FILTERS (STOCK)	28.32
AUTO VALUE - FERGUS FALLS	NOV 11" ZIP TIES (SHOP)	10.38
AUTO VALUE - FERGUS FALLS	NOV 7" ZIP TIES (SHOP)	7.85
BEYER BODY SHOP, INC.	NOV TOW BURNED SWEEPER #260	750.00
BROCK WHITE COMPANY LLC	NOV ROUTER DC RETROFIT KIT 499	5,055.31
CODE 4 SERVICES INC	2100 PARTS	8,704.99
COOPERS TECHNOLOGY GROUP	NOV SUPPLIES-HIGHLIGHTERS,PENS	5.12
COSSETTE ELECTRIC LLC	NOV ADD EXIT EM LIGHTS	900.00
COSSETTE ELECTRIC LLC	NOV ADD GENERATOR RECEPTACLE	419.27
COSSETTE ELECTRIC LLC	NOV REPLACE CORD END/CHECK GEN	154.89
CRYTEEL TRUCK EQUIPMENT INC	NOV PTO VALVE CAP UNIT 225	89.27
EQUIPMENT FUND	DECEMBER EQUIPMENT RENT	1,688.67
EQUIPMENT FUND	REC DECEMBER EQUIPMENT RENT	175,070.42-
FARGO FREIGHTLINER	NOV BRAKE SHOE CORE CREDIT	105.60-
FARGO FREIGHTLINER	NOV BRAKE SHOES/DRUMS UNIT 216	369.98
FARGO FREIGHTLINER	NOV DFN PRESS SENSOR/SEALS STK	285.32
FARGO FREIGHTLINER	NOV GASKET AND SEAL (STOCK)	11.80
FARGO FREIGHTLINER	NOV TIE ROD ENDS UNIT 215	106.18
JOHN DEERE FINANCIAL	NOV HYD FITTING CAP/PLUGS U241	31.11
JOHN DEERE FINANCIAL	NOV HYD FITTINGS/HOSE U-280	53.93
JOHN DEERE FINANCIAL	NOV HYD HOSE O-RINGS UNIT 280	43.08
JOHN DEERE FINANCIAL	NOV HYD HOSE UNIT 280	351.46
JOHN DEERE FINANCIAL	NOV HYD HOSES UNIT 280	983.75
FASTENAL COMPANY	NOV SHOP SUPPLY STOCK ORDER	275.26

Equipment

FASTENAL COMPANY	NOV 4.5" CUTTING WHEELS (SHOP)	65.35
GENERAL FUND	NOVEMBER LONG DISTANCE CHARGE	21.33
GENERAL FUND	4TH QTR 2021 FIXED EXPENDITURE	35,702.74
NAPA AUTO PARTS - FERGUS FALLS	NOV CAMSHAFT SENSOR UNIT 2087	20.88
NAPA AUTO PARTS - FERGUS FALLS	NOV DEF TESTER (CODY SHOP)	15.99
NAPA AUTO PARTS - FERGUS FALLS	NOV HYD HOSE FITTINGS U-227	25.69
GRANITE ELECTRONICS	NOV HANDHELD RADIO BATTERIES	365.00
HOME DEPOT CREDIT SERVICES	NOV HINGE HASP (MARCIA)	14.67
HOME DEPOT CREDIT SERVICES	NOV PADLOCK SHOP DIESEL TANK	14.98
INTERSTATE BATTERY SYSTEM	NOV 31-MHD/MTP-65 BATTERIES	319.08
JORGENSONS TOOLS	NOV WRENCH/1/4" DR RATCHET	134.98
LAWSON PRODUCTS INC	NOV OPEN & SHUT LOOSENER	112.56
MTI DISTRIBUTING INC	NOV AXLE BEARING UNIT 958	132.12
MTI DISTRIBUTING INC	NOV REAR AXLE PARTS ORDER U958	377.97
MCMASTER-CARR SUPPLY CO	NOV TWIST/CLAW COUPLINGS	23.55
MCMASTER-CARR SUPPLY CO	NOV 1.5" EXPANSION PLUG U-262	30.13
MCMASTER-CARR SUPPLY CO	NOV 1.75" EXPANSION PLUG U-262	30.04
MN DEPT OF TRANSPORTATION	NOV PRESSURE VESSEL	50.00
NELSON AUTO CENTER	2021 FORD INTERCEPTOR #2098	32,707.00
NELSON AUTO CENTER	2021 FORD INTERCEPTOR #2100	38,511.45
NORTHWEST TIRE INC	2073 TIRE REPAIR	23.49
NORTHWEST TIRE INC	2085 TIRES	686.24
OLSON OIL COMPANY INC	NOV RED #1 DIESEL (SHOP TANK)	2,931.07
OLSON OIL COMPANY INC	NOV RED #2 COLD FLOW DIESEL	7,857.07
OTTER TAIL POWER COMPANY	NOVEMBER ELECTRICITY EXPENSE	1,402.04
OTTER TAIL TELCOM	DEC. TELEPHONE LINES	58.48
PERRIN MOBILE MEDICAL SERVICES	NOVEMBER RANDOM DRUG SCREEN	200.25
PINE PLAZA TV & APPLIANCE	NOV 2.5 TO 2" HITCH ADAPTER	29.90
POLICE DEPT CONTINGENCY FUND	2098 AND 2100 TITLE TRANSFER	70.00
PRODUCTIVITY PLUS ACCOUNT	JUL RETURN PARTS CREDIT	258.10-
PRODUCTIVITY PLUS ACCOUNT	NOV DIAG NO POWER/ELECTRICAL	5,080.34
PRODUCTIVITY PLUS ACCOUNT	OCT FUEL TUBES UNIT 283	101.47
PUBLIC UTILITIES DEPARTMENT	NOVEMBER PUBLIC UTILITIES	620.60
ROYAL TIRE INC	NOV BD BDM TIRES (STOCK)	466.79
ROYAL TIRE INC	NOV 11R22.5 TIRE (STOCK)	221.49
SANITATION PRODUCTS INC	NOV BALL VALVES UNIT 262	197.24
SANITATION PRODUCTS INC	NOV WARNING LIGHT UNIT 262	27.29
SANITATION PRODUCTS INC	SEP CREDIT RETURNED INLET SEAL	182.21-
SNAP-ON TOOLS CORPORATION	NOV VIDEO INSPECTION SCOPE	306.00
STENERSON BROTHERS LUMBER CO	NOV CONCRETE SCREWS/WASHERS	31.10
SUMMIT COMPANIES	ANNUAL FIRE EXTINGUISHER INSPE	115.91
VERIZON WIRELESS	NOVEMBER CELL PHONE EXPENSE	82.50
WALLWORK TRUCK CENTER F.F.	NOV EGR VALVE UNIT 225	759.78

Equipment

WALLWORK TRUCK CENTER F.F.	NOV RED COILED AIR HOSE U-241	34.58
ZIEGLER INC.	NOV CYLINDER/SPRING/REGULATOR	376.54
ZIEGLER INC.	NOV OIL SAMPLE KITS	174.00
	F U N D T O T A L	23,694.86-

Employees Insurance

LAKES COUNTRY SVC COOP	DECEMBER HEALTH INSURANCE	153,942.50
SUN LIFE FINANCIAL	DECEMBER LIFE INSURANCE	2,783.45
	F U N D T O T A L	156,725.95

Insurance Escrow Trust Fund

SERVICEMASTER PROF SERVICES	INSURANCE ESCROW/315 W DOUGLAS	7,037.26
	F U N D T O T A L	7,037.26

Flexible Benefit Agency

MII LIFE INCORPORATED	2021 FLEX PLAN REIMB	712.12
	F U N D T O T A L	712.12

PEG Access

CINCINNATI INSURANCE COMPANY	2021 FINANCE CHARGE	50.00
DAILY JOURNAL	OCTOBER/KIDS SCOOP-FFSP FEES	179.00
OTTER TAIL POWER COMPANY	NOVEMBER ELECTRICITY EXPENSE	101.81
	F U N D T O T A L	330.81

12/06/2021

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

Fergus Falls Convention and Visitor's Bureau, Inc.

JEAN O. BOWMAN	OCTOBER MILEAGE-MACVB	206.08
CARLSON SV LLP	PREPARE 2020 FEDERAL&STATE TAX	625.00
FERGUS FALLS CONVENTION &	OCT 2021 LODGING TAX	12,028.47-
FERGUS FALLS CONVENTION &	OCT 2021 LODGING TAX ADMIN	360.85
FERGUS FALLS CONVENTION &	SEP 2021 LODGING TAX	15,508.82-
FERGUS FALLS CONVENTION &	SEP 2021 LODGING TAX ADMIN	465.26
FERGUS FALLS NOON KIWANIS	QUARTERLY DUES/BOWMAN	40.00
FERGUS FALLS NOON KIWANIS	QUARTERLY MEALS/BOWMAN	93.00
GENERAL FUND	NOVEMBER LONG DISTANCE CHARGE	6.19
GENERAL FUND	NOVEMBER COPIER USE	20.38
GENERAL FUND	NOVEMBER POSTAGE USE	47.73
MINNESOTA TOURISM	2022 MTGC SUPPORTING PARTNER	500.00
OTTER TAIL TELCOM	DEC. TELEPHONE LINES	19.49
SPRINT	NOVEMBER CELL PHONE EXPENSE	255.73
	F U N D T O T A L	24,897.58-
	T O T A L A L L F U N D S	2,850,478.74

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 DECEMBER 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

12/06/2021

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

4M FUND	128.20
FERGUS FALLS FIRE DEPARTMENT	105,280.04
MN DEPARTMENT OF HEALTH	12,162.00
MN DEPT OF TRANSPORTATION	2,617.38
A-1 LOCK & KEY LLC	60.00
ARC DOCUMENT SOLUTIONS LLC	207.68
ADELSMAN PBBS	2,618.61
ADMINISTRATOR'S CONTINGENCY FD	712.26
ALLIED FIRE PROTECTION INC	375.38
AMP INSURANCE	125.00
AL'S REFRIGERATION, INC.	600.00
THE AMERICAN BOTTLING COMPANY	222.49
ARAMARK UNIFORM SERVICES	32.29
AMERICAN PAYMENT CENTERS	93.00
AMWELL	352.96
SEAN ANDERSON	392.92
APPRIZE TECHNOLOGY SOLUTIONS	459.90
ARCTIC GLACIER USA INC	53.55
ARTISAN BEER COMPANY	4,793.00
AUTO VALUE - FERGUS FALLS	1,112.40
AVESIS THIRD PARTY ADMIN INC	17.98
BAKER & TAYLOR INC	2,340.31
BEVERAGE WHOLESALERS INC	52,973.79
BEYER BODY SHOP, INC.	1,070.00
BIBLIOTHECA LLC	1,998.00
PATRICIA DILLON	13.99
JEAN O. BOWMAN	206.08
BRAUN VENDING INC	37.50
BREAKTHRU BEVERAGE MINNESOTA	29,780.72
BROCK WHITE COMPANY LLC	5,055.31
CARLSON SV LLP	625.00
CARR'S TREE SERVICE, INC.	57,811.30
CAYAN	160.74
CHARTER COMMUNICATIONS	161.25
CINCINNATI INSURANCE COMPANY	50.00
VIKING COCA-COLA BOTTLING CO	1,046.46
CODE 4 SERVICES INC	8,704.99
COLE PAPERS, INC.	133.04
COMSTOCK CONSTRUCTION INC	504,729.49
COOPERS TECHNOLOGY GROUP	329.21
COPPER TRAIL BREWING CO	318.68
CORE & MAIN LP	515.96
COSSETTE ELECTRIC LLC	5,183.66
CREATIVE FORMS & CONCEPTS INC	372.54
CRYTEEL TRUCK EQUIPMENT INC	89.27
D-S BEVERAGES, INC.	1,050.00
DACOTAH PAPER CO	196.68

12/06/2021

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

DAILY JOURNAL	179.00
WASTE MANAGEMENT	2,728.62
DISGRUNTLED BREWERY LLC	364.80
TOM DRECHSEL	125.00
DRUMCONRATH BREWING COMPANY	196.50
FARGO FREIGHTLINER	667.68
JOHN DEERE FINANCIAL	1,463.33
FASTENAL COMPANY	461.65
FERGUS FALLS NOON KIWANIS	133.00
FERGUS HOME & HARDWARE	22.99
FERGUSON ASPHALT PAVING INC	92,527.25
FERGUSON WATERWORKS #2516	7,767.96
GALLS LLC	863.04
THOMAS GARDING	125.00
NAPA AUTO PARTS - FERGUS FALLS	62.56
W.W. GOETSCH ASSOC., INC.	13,485.00
GOIN' POSTAL FERGUS FALLS	15.06
GOODIN COMPANY	19.20
GRAINGER INC	243.36
GRANITE ELECTRONICS	365.00
GRAYMONT (WI) LLC.	5,532.66
GREAT PLAINS NATURAL GAS CO	4,328.19
GUARDIAN	3,769.57
GOODPOINTE TECHNOLOGY INC	4,220.00
H BOYD NELSON INC	91,688.96
HALVORSON AUTOBODY	1,375.00
HAWKINS INC	3,105.00
HOME DEPOT CREDIT SERVICES	1,308.37
HOOPLA	849.60
INDEPENDENT TESTING TECHNOLOGY	7,560.00
ISD #544	24,411.19
INNOVATIVE OFFICE SOLUTIONS	384.83
INTERSTATE BATTERY SYSTEM	319.08
INTERSTATE ENGINEERING INC.	45,072.29
J.P. COOKE COMPANY	29.65
JOHNSON BROTHERS LIQUOR CO	35,337.17
JORGENSONS TOOLS	134.98
LHR HOSPITALITY MANAGEMENT	5,000.00
TOM LACHOWITZER	125.00
LAKE REGION ELECTRIC COOP	2,010.50
LAKE REGION HEALTHCARE CORP	75.00
LAKES COUNTRY SVC COOP	153,942.50
J.H. LARSON ELECTRICAL COMPANY	153.60
LAWSON PRODUCTS INC	112.56
LEADS ONLINE	1,810.74
LEE WELL DRILLING INC	25,623.21
LOCATORS & SUPPLIES INC	223.40

12/06/2021

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

VICTOR LUNDEEN COMPANY	2,060.39
MII LIFE INCORPORATED	712.12
MTI DISTRIBUTING INC	510.09
MACQUEEN EQUIPMENT INC	1,800.00
MARCO TECHNOLOGIES LLC	203.56
MARCO-FARGO	374.96
THE MCKINNON COMPANY INC	71.80
MCMASTER-CARR SUPPLY CO	83.72
MED COMPASS	520.00
MEDTOX LABORATORIES INC	62.82
METRO SALES, INC	272.27
MIDLAND DOOR SOLUTIONS	611.75
MIDWEST PRINTING COMPANY	230.00
MINNESOTA PUMP WORKS	602.00
MINNESOTA TOURISM	500.00
MINNKOTA ENVIROSERVICES INC	33.00
MOBOTREX INC	1,518.00
MOORE ENGINEERING INC	2,750.00
NELSON AUTO CENTER	71,218.45
ROBERT NORDICK	7,699.41
NORTHWEST TIRE INC	709.73
NYCKLEMOE & ELLIG, P.A.	6,825.00
O'DAY EQUIPMENT INC	6,242.59
OFFICE OF MNIT SERVICES	274.48
OLSON OIL COMPANY INC	10,788.14
ORIGIN WINE & SPIRITS	181.49
OTTER ELECTRIC LLC	6,633.52
OTTER TAIL POWER COMPANY	54,598.66
OTTER TAIL TELCOM	2,709.48
PAUSTIS WINE COMPANY	6,921.00
PEPSI BEVERAGE COMPANY	406.65
PERRIN MOBILE MEDICAL SERVICES	425.25
PHILLIPS WINE AND SPIRITS CO	34,196.22
PINE PLAZA TV & APPLIANCE	29.90
PLATTE PROPERTIES LLC	8,763.85
POLICE DEPT CONTINGENCY FUND	678.97
POLICE DEPT PETTY CASH	11.27
PREMIER ELECTRIC INC	1,227.00
PRODUCTIVITY PLUS ACCOUNT	4,923.71
PUBLIC UTILITIES DEPARTMENT	10,342.97
RMB ENVIRONMENTAL LABORATORIES	910.00
RAATZ ART & DESIGN	50.00
ROLLING FORKS VINEYARDS LLC	612.84
ROYAL TIRE INC	688.28
SANITATION PRODUCTS INC	42.32
SERVICEMASTER PROF SERVICES	7,037.26
SHERWIN WILLIAMS CO	279.02

12/06/2021

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

SMALL LOT WINE	4,130.82
SNAP-ON TOOLS CORPORATION	306.00
SOUTHERN GLAZER'S OF MN	24,472.36
SPEE DEE DELIVERY SERVICE INC	142.61
SPRINT	255.73
STENERSON BROTHERS LUMBER CO	2,014.73
SUMMIT COMPANIES	294.44
SUN LIFE FINANCIAL	2,783.45
SWANSTON EQUIPMENT CO	156.89
TAFT STETTINIUS HOLLISTER LLP	12,500.00
TAG UP	75.95
UGSTAD PLUMBING, INC.	1,028.75
USABLE LIFE	79.20
USA BLUEBOOK	234.13
VALUE LINE PUBLISHING INC.	4,250.00
VERIZON WIRELESS	1,544.34
VIKING LIBRARY SYSTEM	10,437.30
WL HALL CO INTERIOR SERVICE	2,475.00
WALLWORK TRUCK CENTER F.F.	794.36
WELLS FARGO - INVESTMENTS	1,155,311.78
WELLS FARGO BANK MINNESOTA NA	14,681.86
WEST CENTRAL ABSTRACTING	400.00
WIMACTEL INC	132.00
BEN WOLDEN LANDSCAPING	5,392.50

TOTAL OTHER GOVERNMENT 120,187.62

TOTAL OTHER VENDORS 2,730,291.12

TOTAL ALL VENDORS 2,850,478.74