



**City Council Agenda**  
**February 22, 2022**  
**5:30 pm in the City Council Chambers**

Invocation – Pastor Dave Foss, Bethel Lutheran Church  
Pledge of Allegiance

- A. Call to Order
- B. Roll Call
- C. Approval of the Agenda
- D. Public Hearings
- E. Awarding of Bids
  - 1. Resolution approving a quote from High Point Networks for an email system
- F. Petitions and Communications
- G. Consent Agenda
  - 1. Motion approving the minutes from the February 7, 2022 City Council meeting and the February 16, 2022 Committee of the Whole meeting
  - 2. Motion approving licenses
  - 3. Resolution approving an increase in the service benefits for retiring paid on call firefighters
  - 4. Resolution accepting a donation from Lake Region Electric Cooperative to the Fergus Falls Fire Department for equipment purchases
  - 5. Resolution authorizing the city to submit a grant application to the Lake Region Arts Council for a River Art project
  - 6. Resolution setting a final cost hearing for PI 5958, the Campus View Development project for March 21, 2022 at 5:30 pm
  - 7. Resolution accepting an Airport Rescue Grant in the amount of \$32,000
  - 8. Motion directing the City Attorney to draft changes to the City Code regarding city ward and precinct boundaries
  - 9. Resolution re-establishing the 2022 polling places
  - 10. Resolution approving budget adjustments
  - 11. Motion appointing Katrina Johnson to the Bicycle and Pedestrian Advisory Committee
  - 12. Resolution designating public hearing dates for the 2022 Single and Two Family Property Tax Rebate Program
  - 13. Resolution authorizing the city to enter into a Memorandum of Understanding with Children’s First Finance for consulting services related to the city’s acceptance in the Rural Child Care Innovation program’s July cohort
  - 14. Resolution ordering the plans and specifications, accepting the plans and specifications and authorizing the advertising of bids for Public Improvement 9349, the Airport Runway, Taxiway and Apron Crack Fill/Joint Repairs project
  - 15. Resolution authorizing the naming of the NP Park playground as the “Dr. Allen Magnuson Playground”

- 16. Motion directing the City Attorney to draft changes to parts of Chapter 154 relating to the definitions of hotels, motels, and apartment hotels
  
- H. Ordinance and Resolutions
  - 1. Resolution approving HRA Small Cities Development Grant Housing Rehab Guidelines
  
- I. Presentation of Claims \$500,427.64
  
- J. Board, Committee and Department Reports
  
- K. Reports from Staff and Administrative Officers
  
- L. Old Business/Unfinished Business
  - 1. Resolution approving a revised work scope with Bolton and Menk for the aquatics center
  - 2. RTC Phase III Update
  
- M. New Business
  
- N. Miscellaneous Announcements
  - March 2 7:00 am Committee of the Whole meeting
  - March 7 5:30 pm City Council meeting
  
- O. Adjournment

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

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



## Council Action Recommendation

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**Meeting Date:** February 22, 2022

**Subject:** Email System Migration

**Recommendation:** Approve quote from High Point Networks and move forward with migration to Microsoft Outlook

**Background/Key Points:** The City of Fergus Falls currently utilizes HCL Notes for its email system. The annual cost for the system for 75 users is \$3,379. Due to e-mail delivery and calendaring issues, staff was directed in August, 2021 to obtain quotes and plan to migrate the city's email system to Microsoft Outlook.

While on the surface this may have seemed like a relatively simple project, the migration to Microsoft Office 365 (and Microsoft Outlook) is complex and will require support from an outside consultant. City staff obtained and evaluated several quotes and is recommending we utilize High Point Networks for this migration because their proposal most closely matches our current requirements. In addition, although the one-time cost for High Point Networks is approximately \$4,800 higher than the most comparable quote, that cost will be offset in two years by an annual recurring cost that is \$3,000 less per year. The one-time cost for the migration utilizing High Point Networks will be \$28,200 with an annual recurring cost of \$30,600.

Please note that although one of our IT staff members has a family member who is employed at High Point Networks, this decision was made solely on the merit of the proposal submitted and this individual will not benefit financially from this contract.

**Budgetary Impact:**

The 2022 budget includes \$50,000 for the cost of this migration (\$20,000 from the IT budget and a \$30,000 use of reserves). However, that amount will need to be increased by \$8,800 to cover this quote and should also be increased by a contingency factor of at least 10% due to the complexity of the migration.

**Originating Department:** Administration and Finance

**Respectfully Submitted:** Andrew Bremseth, City Administrator & Bill Sonmor, Finance Director

**Attachments:**

None

City Council Minutes  
February 7, 2022

The Fergus Falls City Council held a regular meeting on Monday February 7, 2022 at 5:30 pm in the City Council Chambers. Pastor Duane Smith of Abundant Life Assembly Church gave the invocation and the Pledge of Allegiance was recited. Mayor Schierer called the meeting to order at 5:33 pm. Council members in attendance were Gustafson, Hicks, Fish, Hagberg, Kvamme, Rufer, Thompson and Arneson.

**Approval of Agenda**

A motion and second were made by Arneson and Hagberg approving tonight's agenda with the removal of the RTC Phase III item from the consent agenda and the motion carried.

**Tree Removal and Tree Trimming Bid**

Thompson offered **Resolution #25-2022** awarding the 2022-2023 tree removal and tree trimming services contract to Carr's Tree Service, which was seconded by Hicks and was adopted.

**Proclamation: The Big Read Community Reading Program**

Mayor Schierer read a proclamation declaring March and April 2022 as The Big Read Community Reading Program for the City of Fergus Falls. Library Director Gail Hedstrom spoke about the planned collaborations with other community organizations and businesses for the Big Read program.

**Proclamation: Giving Hearts Day**

Mayor Schierer read a proclamation declaring February 10, 2022 as Giving Hearts Day. A video outlining each of the charitable organizations was shared.

**Consent Agenda**

The following items were approved under **Resolution #26-2022** by Rufer: Motion approving the January 18, 2022 City Council minutes and the February 2, 2022 Committee of the Whole minutes. Motion approving the following licenses: Mechanical Heating Plus, Moe's Plumbing, Jerry's Plumbing; Sign Hanger JH Signs and Designs; Minnesota Lawful Gambling Permit Minnesota Deer Hunter's Association, Fergus Falls for a raffle on March 26, 2022 at the VFW Post 612. **Resolution #27-2022** approving the 2022 Pebble Lake Golf Course rates. **Resolution #28-2022** approving the 2022 Community Arena rates. **Resolution #29-2022** allowing the City of Fergus Falls to submit a grant application to the Otto Bremer Trust on behalf of the NP Park Project, *Project Play: NP Park Fergus Falls*, in partnership with the Noon Kiwanis group. **Resolution #30-2022** declaring a 3D printer from the Public Library as surplus equipment and authorizing the transfer of this property to another library within the Viking Library System. Motion appointing Pete Wasberg to the Library Board. **Resolution #31-2022** approving a preliminary and final plat to create a two lot subdivision "Heartland Trust Company" as requested by Interstate Engineering on behalf of 417 W Stanton LLC/Heartland Trust Company. **Resolution #32-2022** approving budget adjustments. **Resolution #33-2022** approving ARPA Funds-Revenue Replacement. The resolution was seconded by Fish and was adopted.

**Bicycle and Pedestrian Master Plan**

The Bicycle and Pedestrian Master Plan has been an ongoing planning effort since 2020 developed through community input and it provides recommendations for bicycle and pedestrian infrastructure

and improvements. Hagberg offered **Resolution #34-2022** adopting the Bicycle and Pedestrian Master Plan, which was seconded by Arneson and was adopted.

### **Ordinance 22**

Ordinance 22, Animals was adopted by a roll call vote.

### **Franchise Fees**

The biggest concern the city hears is the condition of the streets. Staff have been exploring additional funding sources for street improvements and recommended implementing franchise fees. Franchise fees are an option used by 40% of the cities within the state to fund street projects. A 5% fee would be added to the monthly bill of the customers using three utility companies who deliver their services in the city's right of way. The fee would be transferred to a dedicated fund at the city to fund street improvement projects. City Administrator Andrew Bremseth felt the discussion deserves merit, but the community feedback is indicating this is not the right time to implement an additional fee. He recommended the council consider a motion to table this conversation at this time. A motion and second were made by Fish and Rufer to table the discussion of franchise fees until the Tax Levy Committee feels the city should study the issue in more depth. Hicks felt franchise fees were a fair way to distribute the cost of street repairs, but the perception the city is adding taxes is not a conversation to have within the community at this time. Mayor Schierer agrees this is a good solution to providing additional funds to improve the streets, but recent upturns in utility rates have people concerned with more increases. Rufer agreed franchise fees are a good option for additional street funding to will spread the cost out over more users and he encouraged people to educate themselves on the fees beyond social media. The city will continue to have road condition concerns because of the fluctuating temperature changes we experience and instead of complaining about the condition of the streets, he was open to hearing other ideas about how to raise nearly another \$1 million in funds each year, without extensive budget cuts. Kvamme agreed the city needs to find a funding source to make the necessary street improvements and said it would take approximately \$150 more per household in property taxes to fund the same amount of funding the franchise fees would generate. He understood the need to explore this funding mechanism further especially as it affects larger businesses. Arneson felt more time needs to be dedicated to informing the public about franchise fees if the conversation moves forward at a later date. The motion was called to a vote and was adopted.

### **PI 8231, Pebble Hills Estates**

The property owners of the plat signed a 100% petition requesting the city install a new watermain to serve the subdivision. The petition meets the requirements under Minnesota Statutes and the City Code. Fish offered **Resolution #35-2022** accepting the Second Addition to the Pebble Hills Estates 100% petition, initiate Public Improvement 8231 and ordering the preliminary engineering report, which was seconded by Hicks and was adopted with Rufer abstaining.

### **Wage and Compensation Study**

Human Resources Director Mike Hartwell requested authorization to enter into a contract with Arthur J. Gallagher to complete a wage and compensation study for city employees. The study would review all job descriptions and ratings, determine the city's market competitiveness and recommend salary structure adjustments. The last time the city did a study like this was 2001. Last year Otter Tail County conducted an in-depth compensation study that revealed the key areas and challenges within their staffing. This data is viewed as a benchmark and they are the city's primary competition for staffing. Inflation and the overall market is demanding higher wages and some city wage

classifications may be behind market pricing. The cost of the \$23,000 study would be allocated from five areas of the city's budget and a budget adjustment would need to be made in the 2022 budget. This study will valid the data as requested by the city's bargaining groups. Gustafson offered **Resolution #36-2022** authorizing entering into a contract with Arthur Gallagher for \$23,000 to complete a wage and compensation study and to allow 2022 budget adjustments to pay for the study, which was seconded by Rufer and was adopted.

### **Transfer of Real Estate at 522 E Hampden Avenue**

The property at 522 E Hampden is dilapidated and has been described as a public safety hazard. The property has been offered to the city as a donation who would demolish the structure, clean up the property and attempt to sell the land to place it back on the tax rolls. Hicks offered **Resolution #37-2022** authorizing the transfer of the real estate located at 522 E Hampden Avenue to the city and approving the quit claim deed, which was seconded by Thompson and was adopted.

### **Community Arena Chiller**

The city and school district share a chiller the school uses to cool their buildings and the city uses to make ice. The system does not have the capacity to adequately meet both needs and the school plans to purchase their own new system. They have submitted a letter of intent to sell the current chiller to the city for \$575,000 plus the cost to separate the system. The city and school each would be asked to pay approximately \$82,500 to disconnect the two systems. This would allow the city to make year round ice. The city would fund the cost of the chiller and disconnection with the funds they have in the Community Arena Fund. Fish offered **Resolution #38-2022** approving a letter of intent and authorizing the drafting of a purchase agreement for the Roosevelt chiller system from the Fergus Falls Public Schools, which was seconded by Gustafson and was adopted.

### **Resolution of Accounts**

Fish offered a resolution authorizing the payments and claims in the amount of \$4,341,750.99, which was seconded by Hagberg and was adopted.

### **PI 5958, Campus View Estates**

The city is preparing to bid on PI 5958, the Campus View Development and City Engineer Brian Yavarow sought the council's direction on the sidewalk design. The proposed project design calls for a sidewalk along Park Street as well as another sidewalk inside the development. A previous suggestion had been made to add a sidewalk to both sides of the street, but it would add approximately \$70,000 to the overall cost. Kvamme and Mayor Schierer spoke in favor of the additional sidewalk placement. A motion and second were made by Hicks and Arneson to direct staff to proceed with the existing sidewalk plan and the motion carried with Gustafson and Kvamme voting in opposition.

### **Aquatics Center**

The city hired USAquatics to complete an Aquatic Amenity Feasibility Study in 2017 to determine if an aquatics facility is achievable and what would the proposed revenue and expenditures be for the facility. Based on their estimate, the city went to the State Legislature for authorization to put the project on the ballot as a local option sales tax on the November 2022 General Election. The project cost was \$6.4 million plus the bond interest, and the legislature authorized the city to collect up to \$7.8 million if the local voters approve the project. In October of 2021, the city hired Bolton and Menk to review the work conducted by USAquatics and ensure the numbers were accurate. Bolton and Menk determined the project costs were significantly low, the revenues were overstated and the expenditures



appear low. They estimate the proposed project in its current scope would be \$12.6 million. They submitted a proposal to revise the scope and reduce costs while still meeting the city's aquatic center goals and suggested three options for the city to consider:

Option 1: Design that fits within the original \$7.8 million budget

Option 2: Design mid-sized option with a budget between \$9-\$11 million

Option 3: Original option prepared by USAquatics

Bolton and Menk's proposal of \$37,135 would provide the necessary information and renderings to better define the project. A \$7.8 million would be underwhelming in comparison to earlier project designs and the council was asked consider if this would be sufficient. If it is not, it may be necessary to seek additional funding authorization from the state legislature. The city will need to make a quick decision on how to proceed since the legislative session has begun and there is a deadline to introduce new legislative topics. The city has contacted the Chair of the House Tax Committee who affirmed other cities are finding themselves in similar situations with increased material costs, inflation and covid. The council was asked how they would like to proceed.

Arneson expressed his frustration with the large increase and factors that are beyond their control. As a member of the Aquatics Committee their original plans called for a fundraising component of the project. They have not yet become those efforts and he agreed having updated project numbers would be necessary before seeking private fundraising. The committee would not be in a position to fundraise the gap between the original and proposed project costs. Rufer sees community support for the aquatics center from young families and asked if this issue could be tabled until more community input is heard. Bremseth said the council does not have to make a decision they are not comfortable with, but the clock is ticking on the legislative session. If the city does not get approval for additional funding, they must stick to the \$7.8 m project, raise the funds for the current price estimate in another way or wait until the November 2024 election. If the city proceeds with moving forward with Bolton and Menk, the cost would be included in the sales tax calculation. If the project does not move forward, there is no identified source of funding for their design work.

Hicks felt the city should be realistic and said this was too big of an issue for the council to make a decision on with so little time to make it. He felt the voters should be aware of the situation and be allotted time to provide feedback. He talked about the splash pad that will be in the downtown riverfront Phase II project and he asked about the status of the Delagoon project. He questioned why more attention is being provided to the aquatics project than the Delagoon one. Bremseth said staff is not endorsing the city spend \$12.6 million on this project, but informing the council that if they want to proceed with any type of pool facility, additional engineering work will need to be done. The Delagoon project is simpler as it involves repairs and upgrades to an existing city asset. The firm that did the Delagoon Campground study is no longer in business, and staff is working on updating and validating the work scope and cost estimates. Mayor Schierer asked if the city could ask the legislature to authorize the higher proposal cost and later bring that figure down if the project costs would be lower. Bremseth said it is possible, but the city needs to be prepared to justify the higher cost and explain the features the aquatics center would have. A motion and second were made by Kvamme and Fish to seek legislative approval for a \$12.6 million project with the ability to back the request down after more information has been ascertained.

Kvamme asked if the city's request for \$7.8 million would be eliminated if we change our request for a higher level. It would not, but without the additional engineering work, the city won't be able to provide accurate information on the project so the public can make an informed decision. Arneson said the Aquatics Committee felt they were getting a good project for \$7.8 million and they still want a successful project, although they feel \$12.6 million is a huge request of the community. He was concerned with getting voter approval for such a large project and how that could also affect other sales tax questions in the future. Aquatics Committee member Bridget Leonard commented on the challenges this project has faced including covid, inflation, skyrocketing construction costs and another consultant review. These factors have changed the project over the past few years and the committee is worried they cannot ask the community to vote favorably for this project without fully understanding the scope and price of the project. She encouraged the council to have the additional engineering work done for a project in the \$9-11 million range.

Finance Director Bill Sonmor said the increase in legislative approval includes the calculation of the bond interest payments, which would increase the project over the \$12.6 million estimate. Additionally, a contingency amount would need to be determined for the unknowns in the building process. Mayor Schierer was in favor of seeking the increased legislative authorization and working with the Aquatics Committee and consultant to hone in on the project scope to ensure this is the right project for the community. Gustafson also spoke as a member of the Aquatics Committee and said the community was preparing to begin their fundraising efforts at this time two years ago. She felt time is of the essence for the council to determine the scope so the committee has ample time to inform the community about the project and start seeking private funds.

Arneson did not feel Option 3 is not realistic. He preferred Option 2 as it has the flexibility for the city to go the legislature to seek the additional funding authorization and to scale the project down in cost if needed. The Aquatics Committee would then be able to develop a plan to fundraise the difference between the \$7.8 million project and the new project costs. He felt the \$12.6 million project is too expensive to ask the community to support. Hicks asked the Finance Director to provide calculations on the bond interest and bring them to next week's meeting for further discussion. Sonmor said he would look at both proposed sales tax questions and calculate the costs of the issuance, interest and how long it would potentially take to pay-off the projects through the sales tax. The council was asked to vote on the motion to seek legislative approval to move the city's request from \$7.8 million to \$12.6 million and the motion carried with Hicks voting in opposition. A motion and second were made by Arneson and Gustafson to direct Bolton and Menk to prepare options for the design of a project with a budget of \$9-11 million and the motion carried with Hicks voting in opposition.

### **Announcements**

Len Taylor provided an update on the recent vandalism at the city's warming houses and said the repairs are being made so they can reopen. The city received no applications this year for warming house attendants so there was no one on site to prevent the damage. Fire Chief Ryan Muchow thanked the "Hydrant Heroes" who have been removing snow around their fire hydrant and asked the community to continue helping with other hydrants to save the department time during an emergency situation.

The meeting adjourned at 7:06 pm.

*Lynne Olson*



Committee of the Whole Meeting  
February 16, 2022

The Fergus Falls City Council met as a Committee of the Whole on Wednesday February 16, 2022 at 7:00 am in the City Council Chambers. Mayor Schierer called the meeting to order and the following council members were in attendance: Gustafson, Hicks, Fish, Kvamme, Rufer, Thompson and Arneson. Hagberg was absent.

**Fire Relief Association Service Benefits**

The Fergus Falls Fire Department Relief Association Board of Trustees has approved an increase in service benefits for retiring paid on call firefighters from \$5,500 per year of active service to \$5,850 per year of active service effective March 1, 2022. Each year the Relief Association Board of Trustees reevaluates the service pension amount and they have confirmed the \$350 increase is possible due to a strong investment performance it falls within the range established by state statutes. A motion and second were made by Fish and Kvamme to recommend the council approve the increase in service benefits for retiring paid on call firefighters and the motion carried.

**Fire Department Donation**

Lake Region Electric Cooperative recently donated \$500 to the Fergus Falls Fire Department from their Operation Roundup project. The donated funds will be used for technical equipment purchases for the department. The funds will be receipted to the General Fund donations revenue and the equipment expenditure budget will be increased accordingly. A motion and second were made by Rufer and Hicks to recommend the \$500 donation to the Fergus Falls Fire Department from Lake Region Electric Cooperative be accepted for equipment purchases and the motion carried.

**Lakes Region Arts Council Grant**

The city is seeking authorization to submit a \$15,000 grant to Lake Region Arts Council to highlight the historic significance of the river. Local artists will be asked to provide an interpretation of the importance of the river and these art pieces will be displayed at various community celebrations during the city's 150<sup>th</sup> year anniversary. The grant funds would pay for the production of the art, curating and rotating the images and promotion of the exhibits and there would be no matching fund requirement for the city. A motion and second were made by Gustafson and Hicks to recommend the council authorize the submission of a River Art project grant with Lake Region Arts Council and the motion carried.

**Market Study on City Property**

The city has received two offers on the parcel of city owned land behind the west liquor store and both offers have been significantly the estimated market value. The council has indicated they are unwilling to sell the land below the market value and no revised offers have been provided. The city has obtained a second opinion for the land's value. Inventure Real Estate estimated the market value at \$111,532.48 and cited the following factors for their decision: the smaller scale of the lot makes it more challenging for large major retailers to use. The lot is located behind a current business on the more traveled access road reducing visibility and accessibility. The close proximity to already established national retailers helps increase the value of the lot and the lack of comparable properties in Fergus Falls makes exact pricing challenging, but it also increases the value due to the scarcity. Community Development Director Klara Beck presented the council with five options to consider:

1. Council moves not to accept offers below market value, clarifying their stance for future transactions. The council then decides to submit counter offers that reflect the market value of the lot to Riverbend Trail and Pure Aesthetics, the two entities with letters of intent on file for the property and the council waits to receive revised offers.
2. Council moves to accept offers below market value and chooses a use for the lot based on the letters of intent already received. The council would direct the city attorney and staff to negotiate a purchase agreement for the project deemed to be the best fit for the property.
3. Council decides to publically list the property for sale at a price they deem acceptable and waits for offers.
4. Council undertakes an RFP process for the lot in order to ensure the highest and best use for the land.
5. Council takes no action.

Mayor Schierer indicated his preference for option #3 so the public is aware of offers. Hicks agreed and felt an RFP process would cost time and money and may not yield any fruitful offers. He was in favor of the land being used and begin generating property taxes versus the city paying to maintain the lot. Arneson also agreed and asked how city owned land is marketed for sale. He questioned if there are other parcels the city should also be selling. Beck said there is another property the city has received interest in that could also be listed. Gustafson agreed the city should be more actively marketing their land for sale. Kvamme asked if the Port Authority properties should be included in marketing efforts. Beck said the Port Authority properties are on a list of available land that Greater Fergus Falls manages and the city properties could be added. She was open to listing the properties and posting for sale signs on the lots available for sale. A motion and second were made by Hicks and Arneson to recommend the council publicly list the city owned lot behind the liquor store for sale for a price of \$112,000 and the motion carried.

### **PI 5958, Campus View Development Project**

The council was asked to set a final cost assessment hearing for PI 5958, the Campus View Development project. The hearing would take place on Monday March 21, 2022 at 5:30 pm in the City Council Chambers. This infrastructure project is proposed to be funded with General Obligation Tax Increment Bonds. The city is also levying special assessments to the benefitting properties to provide security for the bond payments. The collection of Tax increment Funds will reduce the special assessments to be levied. A motion and second were made by Fish and Thompson to recommend the council set the final cost assessment hearing date for March 21, 2022 at 5:30 pm in the City Council Chambers and the motion carried.

### **FAA Airport Rescue Grant**

The City of Fergus Falls has been offered \$32,000 in Airport funding through the Airport Rescue Grant. The city can use the funds for costs related to operations, personnel, cleaning, and sanitization, janitorial services, combatting the spread of pathogens at the airport and debt service payments. The eligible costs must not have been covered and/or reimbursed with other state or federal funding sources. A motion and second were made by Rufer and Thompson to recommend the council accept the Airport Rescue Grant Program offer in the amount of \$32,000 and the motion carried.

### **Redistricting**

Redistricting is the process of redrawing the boundaries of election districts to ensure the people of each district are equally represented. This process is done every ten years after the census has been

completed. The city must redistrict to ensure our wards and precincts are equally represented and for voting purposes. City staff have been working with Otter Tail County on these boundaries that will coincide with the county commissioner districts. A map of the proposed boundaries was shared. Some of the boundaries would be adjusted to accommodate annexations that have taken place since 2012. Council members affected by the changing boundary lines would be able to finish out their terms in the wards they serve. If they chose to run again, they would need to file in their new ward. The council briefly discussed the new district lines released by the state yesterday. A motion and second were made by Fish and Hicks to recommend the council direct the City Attorney to draft changes to the City Code pertaining to city wards and boundaries and to recommend the council adopt a resolution reestablishing the 2022 polling places and the motion carried.

### **Aquatics Center Proposal**

The city has already received authorization from the state legislature to ask voters to consider a \$7.8 million aquatics center on the November General Election ballot. The city asked Bolton and Menk to review the proposal and ensure the project scope and cost are still accurate. Bolton and Menk has determined the costs have risen significantly and they provided three options for the city to consider at a cost of \$37,135. At the February 7 council meeting, the council made a motion to ask Bolton and Menk to design a project in the \$9 million to \$11 million range, which would revise their estimate. They also made a motion to raise the legislative request for \$12.6 million. The revised proposal is not to exceed \$27,050 with an option to add on renderings for an additional \$4,000. If the city intends to move forward with an aquatics center on the November ballot, they will need to provide renderings to the public. The tasks Bolton and Menk would perform under the contract include preparing an option for a \$9 million-\$11 million project, concept site plan with aquatic features and bath house to fit within the budget, and conceptual cost estimates for the year 2023 and appropriate contingencies. They would share this presentation to the Aquatics Committee and with Ballard King to provide projected operations and revenues. A final report and presentation would be made to the committee and City Council. If the project moves forward, these costs would be added to the total project budget collected by sales tax. If it does not move forward, no funding source has been identified yet to pay for this work. City Administrator Andrew Bremseth reported the feedback they are receiving recommends increasing the city's legislative request, but not exceeding \$10,000. The city plans to revise their request to the state legislature from \$7.8 million to \$9.9 million. Bolton and Menk's plans would need to fit this scope or the Aquatics Committee would be expected to raise the additional funds. Staff are seeking a recommendation from the council on how to proceed. Hicks asked if the \$9.9 million project includes the cost of the bond issuance and interest and asked how much the city has invested in this project to date. City Finance Director Bill Sonmor said the aquatics facility started with \$20,000 of unused funds from past efforts to build a community pool. To date the city has spent \$65,845. If we spend the additional \$41,050 for the Bolton and Menk work, it would bring the city's expenditures to approximately \$97,000. If the city proceeds with sales tax proposals for both the aquatics center and DeLagoon Park improvements, they would need to collect sales tax revenues of \$20,500,000 over the next fifteen years to cover the project costs, bond issuance fees and interest rates. A motion and second were made by Kvamme and Gustafson to recommend the council proceed with the proposal from Bolton and Menk in the amount of \$27,050 (revised proposal and renderings) and the motion carried with Hicks voting in opposition.

### **New Business-Airport Runway, Taxiway and Apron Crack Fill/Joint Repairs**

The project plans and specifications are substantially completed for Public Improvement 9349, the airport runway, taxiway and apron crack fill/joint repairs project. The projected cost is \$270,000 and

the city more publicly advertise for bids. 90% of the project costs are eligible for reimbursement by the federal government, 5% by MnDOT and 5% local funds. A motion and second were made by Rufer and Fish to recommend the council order the plans and specifications for PI 9349, accept the plans and specifications and authorize the advertising of bids for the project and the motion carried.

The meeting adjourned at 7:41 am

*Lynne Olson*



## Council Action Recommendation

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**Meeting Date:** February 16, 2022

**Subject:** Service benefits for retiring paid on call firefighters

**Recommendation:**

Request to approve an increase in service benefits for retiring paid on call firefighters

**Background/Key Points:**

The Fergus Falls Fire Department Relief Association Board of Trustees has examined the Special Fund of the Relief Association, and has approved an increase in service benefits for retiring paid on call firefighters from \$5,500 per year of active service, to \$5,850 per year of active service effective March 1, 2022.

The Relief Association Special Fund is a self-supporting fund, and the increase of \$350.00 per year of service falls well within a range established by State statutes.

Annually the Fergus Falls Fire Department Relief Association board of trustees analyzes and reevaluates its service pension amount and present its findings to the city council before March 1st.

In order for the Relief Association to be eligible for a service pension increase request, the funded ratio should be at or above 115%. (Funding Ratio guideline/benchmark parameters will be reevaluated pending major market shifts or substantial changes in future State Aid receipts)

State statutes governing Fire Relief Associations mandate City Council affirmation of service benefits established by the Relief Association.

**Budgetary Impact:**

There is no budget impact to the City unless the fund would fall below 100% funded

**Originating Department:** Fire Department

**Respectfully Submitted:** Ryan Muchow, Fire Chief

**Attachments:**

Resolution to amend Schedule A of the bylaws for the Fergus Falls Fire Department Relief Association

Fergus Falls Fire Department Relief Association							
				Schedule A To Bylaws			
				Effective: <b>March 1, 2022</b>			
Initial Application Fee:		<b>\$1.00</b>		Dues Per Year:		<b>\$10.00</b>	
Reinstatement Fee:		<b>\$10.00</b>					
Base Sum Pension Benefit Per Year Of Active Service:				<b>\$5,850.00</b>			
Completed	<b><u>Death Benefit</u></b>			<b><u>Service Pension</u></b>			
Years of	For Active Members Only			Non-forfeitable portion of			
Active				Annual Service Pension Benefit			
<u>Service</u>	<u>Percentage</u>		<u>Dollars</u>	<u>Percentage</u>		<u>Dollars</u>	
1	100%		5,850	0%			None
2	100%		11,700	0%			None
3	100%		17,550	0%			None
4	100%		23,400	0%			None
5	100%		29,250	0%			None
6	100%		35,100	0%			None
7	100%		40,950	0%			None
8	100%		46,800	0%			None
9	100%		52,650	0%			None
10	100%		58,500	60%			35,100
11	100%		64,350	64%			41,184
12	100%		70,200	68%			47,736
13	100%		76,050	72%			54,756
14	100%		81,900	76%			62,244
15	100%		87,750	80%			70,200
16	100%		93,600	84%			78,624
17	100%		99,450	88%			87,516
18	100%		105,300	92%			96,876
19	100%		111,150	96%			106,704
20			Vested Service Pension	100%			117,000
21			Vested Service Pension	100%			122,850
22			Vested Service Pension	100%			128,700
23			Vested Service Pension	100%			134,550
24			Vested Service Pension	100%			140,400
25			Vested Service Pension	100%			146,250
26			Vested Service Pension	100%			152,100
27			Vested Service Pension	100%			157,950
28			Vested Service Pension	100%			163,800
29			Vested Service Pension	100%			169,650
30			Vested Service Pension	100%			175,500
31			Vested Service Pension	100%			181,350
32			Vested Service Pension	100%			187,200
33			Vested Service Pension	100%			193,050
34			Vested Service Pension	100%			198,900
35			Vested Service Pension	100%			204,750
36			Vested Service Pension	100%			210,600
37			Vested Service Pension	100%			216,450
38			Vested Service Pension	100%			222,300
39			Vested Service Pension	100%			228,150
40			Vested Service Pension	100%			234,000



## Council Action Recommendation

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Page 1 of 1

**Meeting Date:** February 16, 2022

**Subject:** Lake Region Electric Cooperative Donation - Fire Department

**Recommendation:** Please approve a resolution accepting a \$500 donation from Lake Region Electric Cooperative for Fire Department equipment purchases.

**Background/Key Points:**

The Fergus Falls Fire Department has received a donation of \$500 from Lake Region Electric Cooperative Operation Roundup.

**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:**

Letter from LREC





# Lake Region Electric Cooperative

1401 South Broadway • P.O. Box 643  
Pelican Rapids, Minnesota 56572-0643

January 14, 2022

Fergus Falls Fire Department  
325 E Washington Ave  
Fergus Falls, MN 56537



Fergus Falls Fire Department:

On behalf of the Lake Region Electric Trust Board for Operation Round Up®, I am pleased to inform you that Fergus Falls Fire Department was selected for a donation. Enclosed is a check for \$500 to be used for fire department expenses.

Funding was provided by Lake Region Electric Cooperative (LREC) members who generously opt to round up their monthly electric bills to the nearest whole dollar and through abandoned unclaimed capital credits. Priority is given by the board of trustees for Operation Round Up to keep funding in our service area where it benefits rural members in particular. Awarding donations to organizations like yours distributes funding to all our communities.

The board of trustees believes your organization is important to the community and we wish you success in the years ahead.

Sincerely,

Bev Terhurne  
Recording Secretary  
Lake Region Electric Trust

Enclosures

Cc: Theresa Halverson, Executive Director



## Memo

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Page 1 of 1

**Meeting Date:**

February 16- Committee of the Whole

**Subject:**

*The River Is...*

**Recommendation:**

Resolve to allow staff to submit a grant application to Lake Region Arts Council on behalf of the City of Fergus Falls to support "*The River Is...*" artistic project.

**Background/Key Points:**

Mr. Kim Embretson, a community member and artist deeply embedded in the Fergus Falls arts community, approached the City with an exciting project idea related to the river and the City's downtown riverfront improvements (see attached plan for *The River Is...*). Mr. Embretson will act as project manager. Four community members (local artists and the City's Community Development Manager) will provide advisory support. Kim will work with the advisory committee to apply for *Lake Region Arts Council* Legacy Grant funds of up to \$15,000, with the application to be ultimately submitted by the City of Fergus Falls. The funds will pay for production of the art by local artists, curating and rotating the images, miscellaneous expenses for promotion of the exhibits, and some supplies.

**Budgetary Impact:**

The City of Fergus Falls may receive grant funds up to \$15,000 from the Lake Region Arts Council to use on approved grant activities.

**Originating Department:**

Community Development

**Respectfully Submitted:**

Klara Beck, Community Development Manager

# The River Is...

*A public private collaboration between the City of Fergus Falls, local artists, business owners, and the Otter Tail River.*

**Purpose:** To create a greater awareness among the general public of the important role the river plays in our lives and ongoing success of our community.

**Need:** In our car centric economy people have lost touch with the power, inspiration and natural beauty of the river environment. “The River Is... “will use the creative visions of up to twelve local artists to create works of art that visually complete this sentence. This year is the 150th anniversary of the founding of Fergus Falls. The river was the driving force for the establishment of a community along the rapids of the Otter Tail River. This is a historically significant year to heighten the awareness and emphasize the importance of the river and the role it plays in a healthy, thriving community.

**Plan:** The twelve artists’ interpretation of the importance of the river will be displayed as a group during the Summer Fest celebration in Fergus Falls. Then they will be distributed to local nonprofits and businesses to be displayed during their regular business hours. Each month the images will be rotated among the twelve locations to allow the public to interact with the images in a location they use as part of their normal activities.

In December the images will again be brought together during the Over the River celebration for a final exhibit celebrating art and the river.

**Funding:** Kim Embretson will be the project manager with four community members providing advisory support. Kim will work with the advisory committee to apply for grant funding from Lake Region Arts Councils Legacy Grant for up to \$15,000. These funds will pay for production of the art, curating and rotating the images, and some miscellaneous expenses for promotion of the exhibits, such as walking maps of the image locations in the downtown area, and some supplies and administrative costs.

Kim and the advisory team will recruit the artists, the curator, and the non-profit/business owner’s permission for display space, and draft any grant required reports.

**Fiscal host:** Kim and the advisory committee are requesting the City of Fergus Falls be the fiscal host to receive and disburse the grant funds, and provide financial records of grant activity.



## Council Action Recommendation

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Page 1 of 1

**Meeting Date:**

February 16, 2022 – Committee of the Whole

February 22, 2022 – City Council

**Subject:**

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

**Recommendation:**

- Set the final cost assessment hearing date for March 21, 2022

**Background/Key Points:**

The bid opening for the above referenced project is scheduled for Wednesday, March 2, 2022 at 2:00 PM in these Council Chambers.

If favorable bids are received, the lowest responsible bidder's itemized costs will be utilized to prepare the final assessment roles for each individual property. Final assessment notices along with a legal publication will be issued prior to the **March 21, 2022** final cost hearing.

A recommendation to award the construction contract will be contingent on the adoption of final assessment roles and the Council's acceptance of the Development Agreement between the City and the Developer.

**Budgetary Impact:**

This infrastructure project is proposed to be funded with General Obligation Tax Increment Bonds. The City is also levying special assessments to the benefitting properties to provide security for payment of the bonds. The collection of Tax Increment will reduce the special assessments to be levied.

**Originating Department:**

Engineering Department

**Respectfully Submitted:**

Brian Yavarow, P.E. – City Engineer

**Attachments:** None



# Council Action Recommendation

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Page 1 of 2

**Meeting Date:**

February 16, 2022 – Committee of the Whole

February 22, 2022 – City Council

**Subject:**

FAA Airport Rescue Grant Program

**Recommendation:**

- 1) Accept the Airport Rescue Grant Program offer in the amount of \$32,000 (Grant No. 3-27-0031-018-2022)

**Background/Key Points:**

The City of Fergus Falls has been offered \$32,000 in Airport funding thru Airport Rescue Grant Program (ARGP).

It appears the City could use the funds for “costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments”. Any airport development directly related to the combating the spread of pathogens is also an eligible funding expenditure. The details of eligible expenditures will be further defined in the actual grant language. Eligible costs must not have been covered and/or reimbursed using other state or federal funding sources.

**Informational Note:**

FAA supplemental COVID funding programs thus far:

- 1) CARES (Coronavirus Aid, Relief, and Economic Security) Act
  - o One-time allotment of additional funds to FFM M&O \$30,000.00
  - o Additional FAA funding AIP share for 2020 FFM Runway 13-31 Lighting Replacement project, City P.I. No. 9347
  - o **Status:** Council Accepted Agreement on June 1, 2020
- 2) Airport Rescue Grant Program (ARGP)
  - o \$32,000.00 in Airport funding for the mitigation of pathogen spread
  - o **Status: Current action requested**
- 3) Airport Coronavirus Response Grant Program (ACRGP)
  - o \$13,000.00 in Airport funding for the mitigation of pathogen spread
  - o **Status:** Council Accepted Agreement on January 18, 2022

**Budgetary Impact:**

There is no additional cost associated with this request other than general staff time.

**Originating Department:**

Engineering Department

**Respectfully Submitted:**

Brian Yavarow, P.E. – City Engineer

**Attachments:**

FAA Grant Agreement No. 3-27-0031-018-2022



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Great Lakes Region  
Minnesota, North Dakota, South Dakota

FAA DMA ADO  
6020 28th Ave S, Ste 102  
Minneapolis, MN 55450-2700

## Airport Rescue Grant Transmittal Letter

January 24, 2022

Mr. Brian Yavarow  
112 W Washington  
PO Box 868  
Fergus Falls, MN 56537

Dear Mr. Yavarow:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-27-0031-018-2022 for **Fergus Falls Municipal-Einar Mickelson Field Airport**. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **February 7, 2022** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available [here](#)).



Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

A handwritten signature in blue ink that reads "E. Lindsay Butler". The signature is written in a cursive style with a horizontal line at the end.

E. Lindsay Butler  
Manager



U.S. Department of Transportation  
Federal Aviation Administration

**AIRPORT RESCUE GRANT**

**GRANT AGREEMENT**

**Part I - Offer**

Federal Award Offer Date January 24, 2022

Airport/Planning Area Fergus Falls Municipal-Einar Mickelson Field Airport

Airport Rescue Grant No. 3-27-0031-018-2022

Unique Entity Identifier 035942861

TO: City of Fergus Falls  
(herein called the "Sponsor")  
*Channeled through the State of Minnesota*

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated November 2, 2021, for a grant of Federal funds at or associated with the Fergus Falls Municipal-Einar Mickelson Field Airport, which is included as part of this Airport Rescue Grant Agreement;

**WHEREAS**, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

**WHEREAS**, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Fergus Falls Municipal-Einar Mickelson Field Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

**WHEREAS**, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

**WHEREAS**, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's

operational expenses or debt service payments in accordance with the limitations prescribed in the Act. Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Fergus Falls Municipal-Einar Mickelson Field incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

**NOW THEREFORE**, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

#### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$32,000, allocated as follows:
  - \$32,000 ARPA KW2022
2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
  - a. The Period of Performance:
    1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
    2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
  - b. The Budget Period:
    1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
    2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

- c. Close out and Termination.
1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
  2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
  4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
  5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
  6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
  7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
  8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before February 7, 2022, or such subsequent date as may be prescribed in writing by the FAA.
  9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.
14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
16. **Audits for Sponsors.**
- PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
    1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).
  - c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

**18. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.
  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

**19. Trafficking in Persons.**

- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –
  1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  2. Procure a commercial sex act during the period of time that the award is in effect; or
  3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
  1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
  2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –

- A. Associated with performance under this Airport Rescue Grant; or
- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
  - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
  - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

**20. Employee Protection from Reprisal.**

- a. Prohibition of Reprisals —
  - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
    - a. Gross mismanagement of a Federal grant;
    - b. Gross waste of Federal funds;
    - c. An abuse of authority relating to implementation or use of Federal funds;
    - d. A substantial and specific danger to public health or safety; or
    - e. A violation of law, rule, or regulation related to a Federal grant.
  - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
    - a. A member of Congress or a representative of a committee of Congress;
    - b. An Inspector General;
    - c. The Government Accountability Office;
    - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
    - e. A court or grand jury;
    - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
    - g. An authorized official of the Department of Justice or other law enforcement agency.
  - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.



4. **Time Limitation for Submittal of a Complaint** — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  5. **Required Actions of the Inspector General** — Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).
  6. **Assumption of Rights to Civil Remedy** — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

### **SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS**

#### **CONDITIONS FOR EQUIPMENT -**

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
  - a. Will be maintained and used at the airport for which they were purchased; and
  - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

#### **CONDITIONS FOR UTILITIES AND LAND -**

4. **Utilities Proration.** For purposes of computing the United States’ share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:

- a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
- b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated January 24, 2022

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**



*(Signature)*

E. Lindsay Butler

*(Typed Name)*

Manager, FAA-DMA-ADO

*(Title of FAA Official)*

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. <sup>1</sup>

Dated

City of Fergus Falls

*(Name of Sponsor)*

*(Signature of Sponsor's Designative Official/Representative)*

**By:**

*(Type Name of Sponsor's Designative Official/Representative)*

**Title:**

*(Title of Sponsor's Designative Official/Representative)*

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Minnesota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at \_\_\_\_\_

**By:**

\_\_\_\_\_  
*(Signature of Sponsor's Attorney)*

## AIRPORT RESCUE GRANT ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 (“ARP Act,” or “the Act”), Public Law 117-2. As used herein, the term “public agency sponsor” means a public agency with control of a public-use airport; the term “private sponsor” means a private owner of a public-use airport; and the term “sponsor” includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

#### B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

#### FEDERAL LEGISLATION

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- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

#### **EXECUTIVE ORDERS**

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- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>3,4</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.<sup>1</sup>
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).<sup>1</sup>
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

## FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>4</sup> Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

## SPECIFIC ASSURANCES

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Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

### 1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

### 2. Responsibility and Authority of the Sponsor.

#### a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing



and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

**b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Good Title.**

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

**4. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

**5. Consistency with Local Plans.**

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**6. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

**7. Consultation with Users.**

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**8. Pavement Preventative Maintenance.**

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**9. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**10. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**11. Veteran's Preference.**

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**12. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

### **13. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

### **14. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

### **15. Exclusive Rights.**

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

### **16. Airport Revenues.**

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs

related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

- b. For airport development, 49 U.S.C. § 47133 applies.

#### **17. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

#### **18. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

#### **19. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

## 20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration
 

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

  - 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The City of Fergus Falls, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
  - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
  - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
  - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**21. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**22. Policies, Standards and Specifications.**

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of November 2, 2021.

**23. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**24. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**25. Acquisition Thresholds.**

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

## **Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects**

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at [http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and [http://www.faa.gov/regulations\\_policies/advisory\\_circulars](http://www.faa.gov/regulations_policies/advisory_circulars)





# Council Action Recommendation

**Meeting Date:** February 16, 2022 Committee of the Whole  
February 22, 2022 City Council Meeting

**Subject:** Redistricting of City Wards and Precincts  
Reestablishing 2022 Polling Places

**Recommendation:** Motion directing the City Attorney to draft changes to the City Code pertaining to city ward and boundaries  
Resolution reestablishing polling places

**Background/Key Points:**

Redistricting is the process of redrawing the boundaries of election districts to ensure the people of each district are equally represented. It is typically done in the US every ten years. Redistricting is a process that happens at the federal, state, county and city levels.

City governments must reestablish all precincts after state redistricting. The city must use the population counts that are certified by the US Census Bureau and reflect the city’s population as of April 1, 2020. The process will accommodate population changes that have occurred over the past 10 years. Cities with wards must redistrict after the federal census to make the population of wards and precincts as equal as practicable. Wards are divided by precinct lines which must be compact and contiguous. Precincts are important for cities the size of Fergus Falls in organizing and administering elections. Dividing our four wards into eight precincts helps us manage large numbers of registered voters.

For cities with council members elected by ward, our redistricting process must be complete by March 29, 2022 (19 weeks prior to the Primary Election). An ordinance must be adopted establishing new ward boundaries. The redistricting process is also important in helping the city prepare for the next election in ordering equipment, recruiting judges and affirming polling places are large enough to accommodate same day voting.

City staff in the Administration, Community Development and GIS Departments have been working closely with the County Auditor to ensure the boundaries correspond with the County Commissioner districts. The city has also confirmed the boundaries with the Fergus Falls School District. It is staff’s recommendation to provide the following ward and precinct boundaries (see attached map). The wards and precinct numbers would be as shown:

Ward 1 = 3427	Precinct 1 = 1711	Precinct 2 = 1716
Ward 2 = 3581	Precinct 1 = 1783	Precinct 2 = 1798
Ward 3 = 3570	Precinct 1 = 1785	Precinct 2 = 1785
Ward 4 = 3539	Precinct 1 = 1754	Precinct 2 = 1785

The proposed new boundaries could impact current council members and the ward in which they represent. City Council members are elected to represent the ward in which they live and are elected. If redistricting causes a ward boundary to move, and that boundary change causes a council member’s residence to be shifted into another ward, the council members is allowed to continue to serve for the remainder of their term. If they run for re-election, they will need to become a resident of the ward they represent.

State statutes MS 204B.14 subd.3; MS 205.84 impose a penalty if a city fails to redistrict their wards within 60 days of the state legislature has been redistricted. The Mayor and City Council members will not get paid until redistricting is complete.

**Re-establishing Polling Places**

Another component of the redistricting process is for cities to confirm their polling places for the upcoming year. The city has not changed the polling place locations since the 2020 election.

Ward One	Fergus Falls Public Library
Ward Two	Fergus Falls YMCA
Ward Three	M-State
Ward Four	Bigwood Event Center

**Budgetary Impact:** Publishing cost of city ordinances

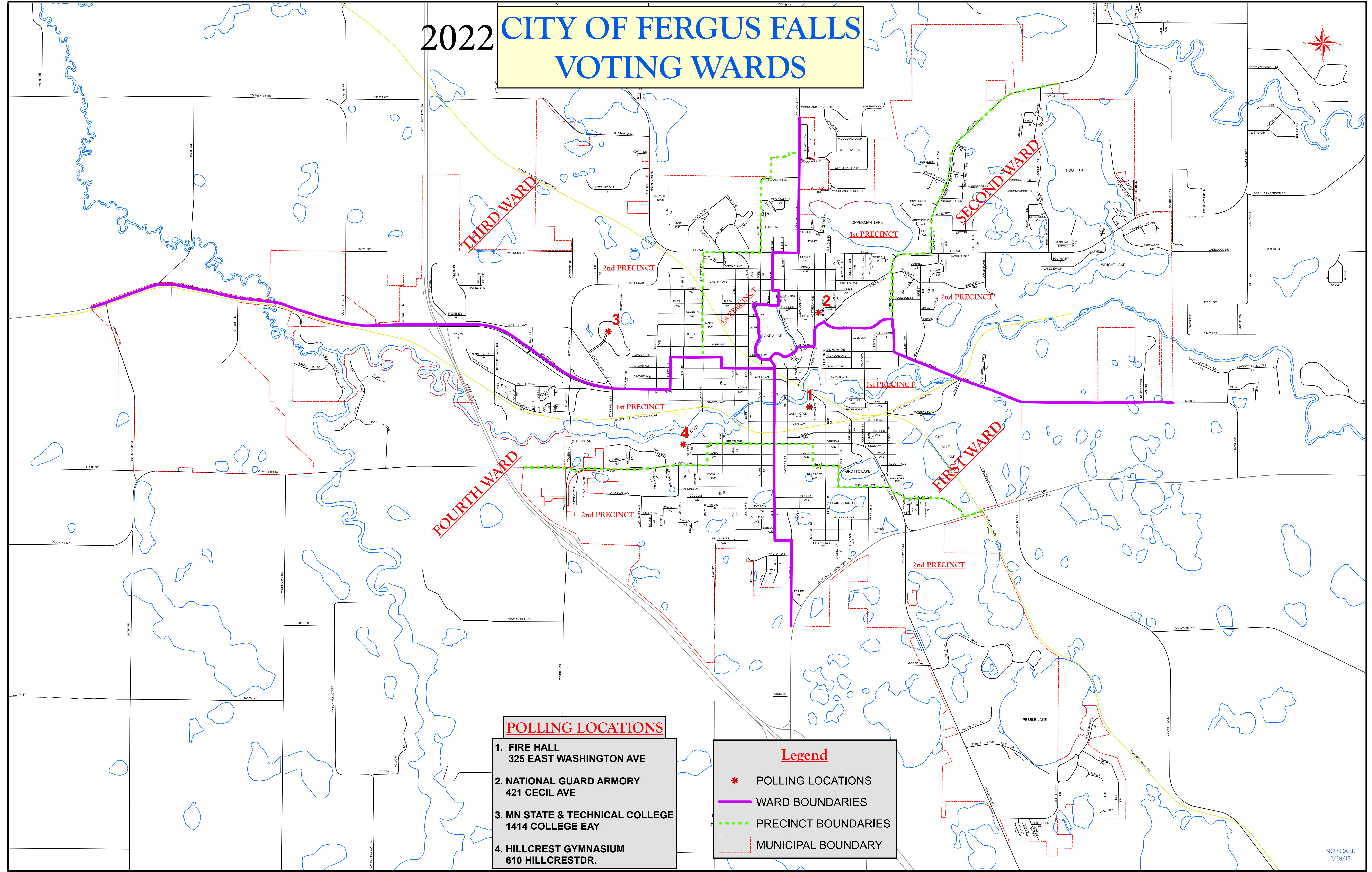
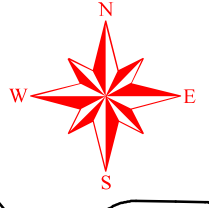
**Originating Department:** Administration

**Respectfully Submitted:** Lynne Olson

**Attachments:** Ward and Precinct Map



# 2022 CITY OF FERGUS FALLS VOTING WARDS



## POLLING LOCATIONS

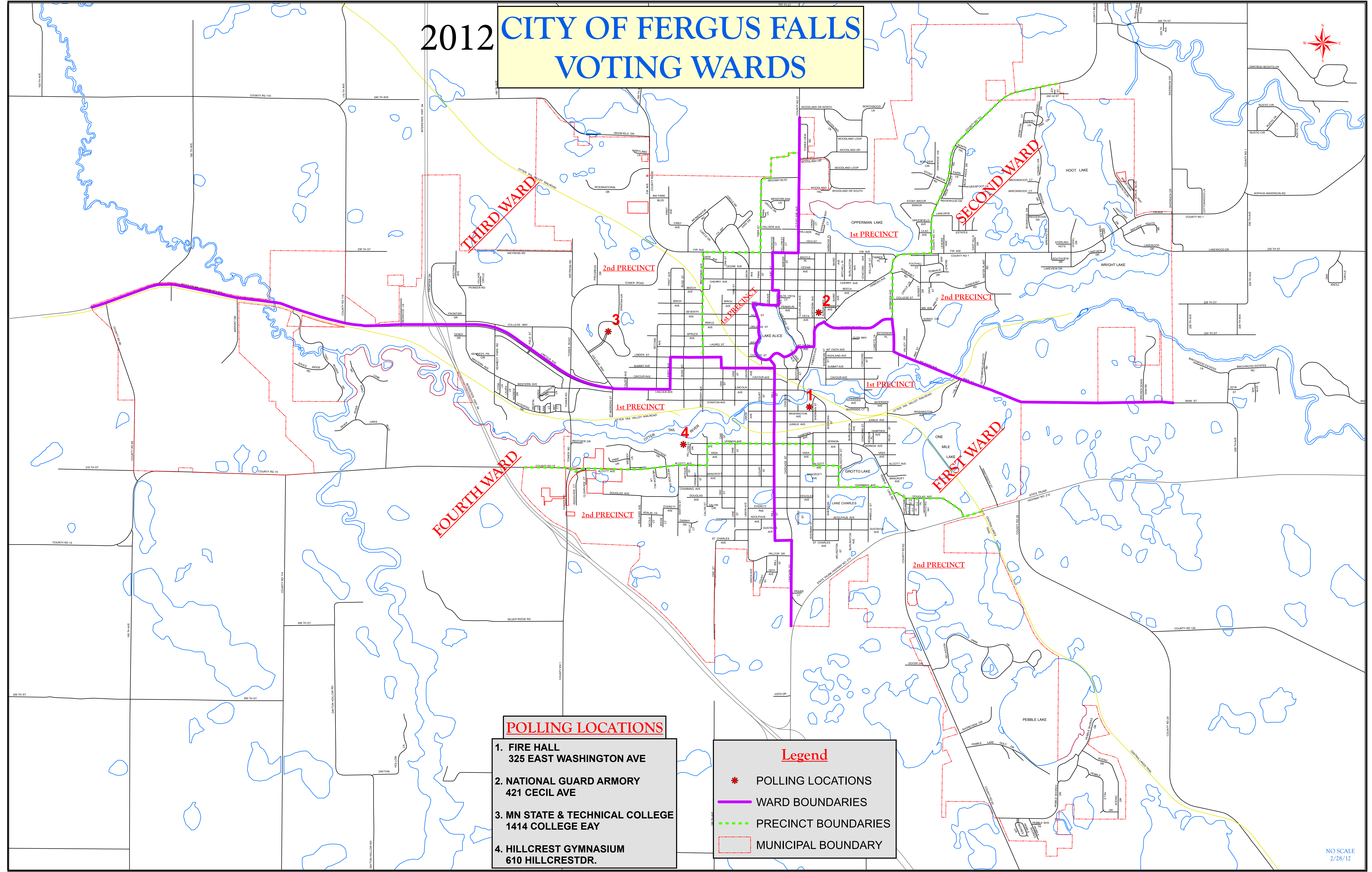
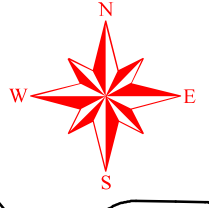
1. FIRE HALL  
325 EAST WASHINGTON AVE
2. NATIONAL GUARD ARMORY  
421 CECIL AVE
3. MN STATE & TECHNICAL COLLEGE  
1414 COLLEGE EAY
4. HILLCREST GYMNASIUM  
610 HILLCRESTRDR.

### Legend

- \* POLLING LOCATIONS
- WARD BOUNDARIES
- PRECINCT BOUNDARIES
- MUNICIPAL BOUNDARY



# 2012 CITY OF FERGUS FALLS VOTING WARDS



## POLLING LOCATIONS

1. FIRE HALL  
325 EAST WASHINGTON AVE
2. NATIONAL GUARD ARMORY  
421 CECIL AVE
3. MN STATE & TECHNICAL COLLEGE  
1414 COLLEGE EAY
4. HILLCREST GYMNASIUM  
610 HILLCRESTRD.

### Legend

- \* POLLING LOCATIONS
- WARD BOUNDARIES
- PRECINCT BOUNDARIES
- MUNICIPAL BOUNDARY

RESOLUTION #\_\_-2022  
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, due to the census and redistricting process, the polling places need to be reaffirmed for the 2022 elections 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, 921 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 February 22, 2022 by Council Member \_\_\_ who moved 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

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Page 1 of 1

**Meeting Date:** February 22, 2022

**Subject:** 2021 & 2022 Budget Adjustments

**Recommendation:** Please approve the proposed adjustments to the 2021 & 2022 budgets.

**Background/Key Points:**

- 2021 - Increase Public Library revenue and expenditure budgets for contributions and grants from other local governments received – \$3,472.
- 2022 –The I.T. Manager will be moving to phased-retirement (½ time) starting May 16, 2022 and continuing through April 30, 2023. The City is currently seeking candidates to fill the I.T. Manager position. Finance and Human Resources have determined we also need the services of a search firm to assist in finding qualified candidates. A budget increase is needed to cover the costs of phased retirement for the I.T. Manager and the candidate search services. We propose the costs for phased retirement of \$61,000 be funded from the ARPA funds and the \$18,500 for candidate search services be funded from the General Fund balance.

**Budgetary Impact:** The 2021 & 2022 budgets will be adjusted accordingly.

**Originating Department:** Finance

**Respectfully Submitted:** Bill Sonmor, Finance Director

**Attachments:**

None



# Memo

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Page 1 of 1

**Meeting Date:**

February 22, 2022- City Council

**Subject:**

Property Tax Rebate Program Public Hearing Dates

**Recommendation:**

Designate the first council meeting of each month in 2022 as a public hearing date for the City of Fergus Falls Single and Two Family Property Tax Rebate Program.

**Background/Key Points:**

The City of Fergus Falls Tax Rebate Program requires a public hearing for each application received. Having a set date each month on which to hold the public hearings is helpful for applicants and staff.

**Budgetary Impact:**

N/A

**Originating Department:**

Community Development

**Respectfully Submitted:**

Klara Beck, Community Development Manager

2022 Property Tax Rebate Program Public Hearing Dates

<b>Month</b>	<b>Day</b>	<b>Year</b>
January	3	2022
February	7	2022
March	7	2022
April	4	2022
May	2	2022
June	6	2022
July	5	2022
August	1	2022
September	6	2022
October	3	2022
November	7	2022
December	5	2022





# Memo

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Page 1 of 1

**Meeting Date:**

February 22, 2022- City Council

**Subject:**

First Children's Finance MOU for the Rural Child Care Innovation Program (RCCIP)

**Recommendation:**

Resolve to allow staff to enter into a Memorandum of Understanding with Children's First Finance for consulting services related to the City's acceptance into the Rural Child Care Innovation Program's July 2022 cohort.

**Background/Key Points:**

Over a two-year period, the City of Fergus Falls will partner with First Children's Finance to increase the supply of high-quality affordable child care in the community based on thorough analysis and evaluation of local challenges as part of the Rural Child Care Innovation Program July 2022 cohort. T

**Budgetary Impact:**

Thanks to funding from the 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



## First Children's Finance

# MEMORANDUM OF AGREEMENT

This AGREEMENT is made and entered into by and between First Children's Finance, a national nonprofit corporation; and the **Community of Fergus Falls**.

All parties wish to enter into an independent contractor relationship for their mutual benefit and to set forth the terms of that relationship in writing.

First Children's Finance agrees to provide consulting services as outlined below.

### SERVICES TO BE PERFORMED

- Rural Child Care Innovation Program

First Children's Finance will provide selected consulting services at no cost to the **Community of Fergus Falls**. First Children's Finance's funding partners including Initiative Foundation and MN Department of Human Services have provided financial support to deliver the consulting services outlined in this agreement.

### COMMUNITY RESPONSIBILITIES

The **Community of Fergus Falls** is agreeing to participate fully in the activities outlined in this agreement. **Klara Beck**, Community Development Manager, City of Fergus Falls, will serve as the Core Team Lead on this project and represent the **Community of Fergus Falls** throughout the process.

In order to provide the products and services outlined above, we will need to request relevant community information from you. The **Community of Fergus Falls** agrees to collect and send requested information within 5 business days of the request.



In the event you need to reschedule a meeting please try to let First Children's Finance staff know at least 24 hours in advance. The **Community of Fergus Falls** and First Children's Finance staff agree to make every effort to be prepared and on time to all scheduled appointments.

## **DATA AND EVALUATION**

First Children's Finance's funding partners have provided financial support that allows First Children's Finance to provide the consulting services outlined in this agreement at no cost to the **Community of Fergus Falls**. Since the community consulting services that First Children's Finance is providing are at no monetary cost to the **Community of Fergus Falls**, we acknowledge that data is a form of currency or exchange.

## **CONFIDENTIALITY**

First Children's Finance understands the work is of a confidential nature and any information First Children's Finance has access to as a result of this Agreement may contain confidential information. First Children's Finance agrees to hold that information in confidence, discussing it only with the appropriate First Children's Finance staff; funders and the **Community of Fergus Falls** staff, and board (if it applies). Your information will be shared on a community level or aggregated with other communities for benchmarking, information, and as a performance measurement tool.

## **LIMITED RIGHT TO USE**

First Children's Finance owns the title, copyright, and other intellectual properties in any reports or tools provided. First Children's Finance grants the community perpetual, nonexclusive, nontransferable permission to use the reports or tools provided. All parties agree to retain First Children's Finance's copyright, trademark, and other proprietary rights notices on any copies of the reports or tools provided, including partial copies.

## **AGREEMENT TERM AND TERMINATION**

This agreement shall be effective as of **7/1/2022** and shall continue through **6/30/2024**. This Agreement may be extended beyond the term end date by the mutual agreement of all parties, which may incur additional fees. This Agreement may be terminated by any party providing ten (10) days written notice to the others.



## INDEPENDENT CONTRACTOR

First Children's Finance will furnish business & community consulting services as an independent contractor and not as an employee of the Funder(s) or the **Community of Fergus Falls**.

## HOLD HARMLESS

The **Community of Fergus Falls** and First Children's Finance agree to hold the other harmless from and against all responsibility and liability for any and all damage or injury of any kind or nature to all persons, whether employees or otherwise, and to all property, relating to or resulting from this Agreement.

## CONTACTS


Questions or concerns regarding this agreement and/or the work of First Children's Finance described in this agreement may be directed to: **Jessica Beyer, Business Development Manager, phone: 320-288-2652, email: jessica@firstchildrenfinance.org.**

Questions or concerns regarding the **Community of Fergus Falls** in this project may be directed to: **Klara Beck, phone: 218-332-5428, email: klara.beck@ci.fergus-falls.mn.us.**

This instrument constitutes the entire agreement between First Children's Finance and the **Community of Fergus Falls**. This agreement may be modified in writing by mutual consent of the contracted parties.

Please sign below that you have read this agreement and represent the **Community of Fergus Falls** commitment to this agreement.

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Business: \_\_\_\_\_

Signature:  \_\_\_\_\_  
Date: 2/11/2022  
Printed Name: Jessica Beyer  
Title: Business Development Manager  
First Children's Finance



## Council Action Recommendation

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Page 1 of 1

**Meeting Date:**

February 16, 2022 – Committee of the Whole  
February 22, 2022 – City Council

**Subject:**

PI No. 9349 – Airport Runway, Taxiway, & Apron Crack Fill / Joint Repairs

**Recommendation:**

- Order the Project Plans & Specifications for P.I. No. 9349
- Accept the Project Plans & Specifications for P.I. No. 9349
- Authorization to Advertise for P.I. No. 9349

**Background/Key Points:**

The project plans and specification are substantially completed for the above referenced project. The Engineer's Opinion of Probable Costs is \$270,000. The City must publically advertise for bids for a minimum of 10-day publication.

If acceptable, the bid opening will be scheduled for late February or early March, 2022. Once all costs are known, the final budget and proposed funding sources will be presented to this Council for contract award contingent on receiving the State/Federal grant agreement. The State/Federal grant application final submission is April 11, 2022.

**Budgetary Impact:**

This project is eligible reimbursable expenses thru the FAA Entitlement Fund Allocations and the State Grant program. The total project cost share is anticipated at Federal 90%, MnDOT 5%, Local 5%

**Originating Department:**

Engineering Department

**Respectfully Submitted:**

Brian Yavarow, P.E. - City Engineer

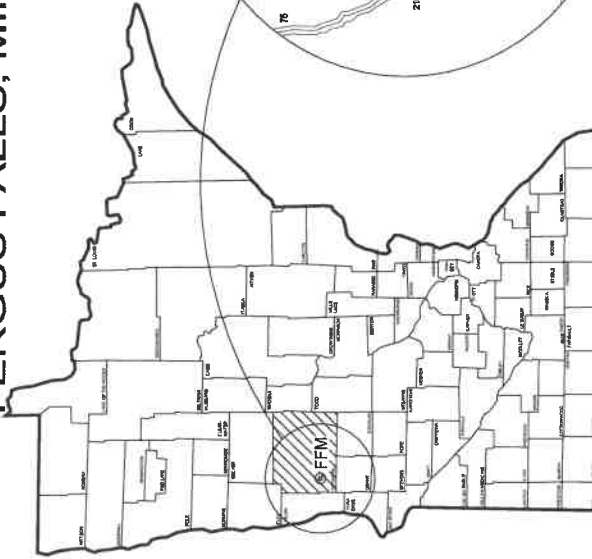
**Attachments:**

PI No. 9349 – Title Sheet

CONSTRUCTION DRAWINGS

FOR

# 2022 PAVEMENT MAINTENANCE, APRON REPAIR AND RESEAL AT THE FERGUS FALLS MUNICIPAL AIRPORT (EINAR MICKELSON FIELD) FERGUS FALLS, MINNESOTA



STATE MAP  
NO SCALE

VICINITY MAP  
NO SCALE

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A.I.P. NO. 3-27-0031-019-2022  
S.P. NO. A5601-53

Sheet Number	Sheet Title
G0.00	TITLE SHEET
G0.10	CONSTRUCTION SAFETY PLAN
G0.20	PHASING PLAN
G0.30	GENERAL NOTES, DETAILS, AND QUANTITIES
C1.00	CRACK SEALING PLAN
C1.01	APRON PANEL REPLACEMENT AND MISC. PATCHING PLAN



DRAFT REVIEW

FERGUS FALLS MUNICIPAL AIRPORT (EINAR MICKELSON FIELD)  
2022 PAVEMENT MAINTENANCE  
APRON REPAIR AND RESEAL  
FERGUS FALLS, MINNESOTA

DATE	REVISIONS

SEH FILE NO. FERGUS 165930  
STATE PROJECT NO. A5601-53  
DRAWN BY  
CHECKED BY  
DATE  
JOB NO.  
JOB TITLE  
JOB NUMBER

TITLE SHEET  
SHEET

G0.00  
Page 1 of 6



# Council Action Recommendation

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Page 1 of 1

**Meeting Date:** February 22, 2022

**Subject:** Naming the playground area of NP Park

**Recommendation:** The Parks and Recreation Board recommends that the playground area of the park be named "Dr. Allen Magnuson Playground"

**Background/Key Points:** The P&R Board was presented with a request to rename NP Park or a portion of the park in recognition of the great impact Dr. Magnuson had on a generation of children in Fergus Falls. The proximity of the park to LRH where Dr. Magnuson practiced Pediatric medicine for 40 years, along with the fact that the playground is being built for the health and recreational enjoyment of children and their families, the P&R board feels it fitting to name the playground in Dr. Magnuson's memory.

**Budgetary Impact:** No Budgetary Impact with this designation. We have a commitment from LRH to cover the cost of any signage needed to memorialize this designation.

**Originating Department:** Public Works- Parks and Recreation Div.

**Respectfully Submitted:** Len Taylor

**Attachments:**



# City Council Memorandum

---

Page 1 of 1

**Meeting Date:** February 22, 2022 – City Council

**Subject:** Zoning Ordinance Update – Hotels, Motels, Apartment Hotels Definitions

**Requested Action:** Motion directing the City Attorney to draft changes to parts of Chapter 154 relating to the definitions of hotels, motels, and apartment hotels.

**Background/Key Points:** The Planning Commission conducted a public hearing regarding updates to the zoning ordinance’s definition of hotels, motels, and apartment hotels on February 10, 2022. At the meeting the Planning Commission made modifications to the draft ordinance before voting unanimously in favor. The draft attached to this memo incorporates the Planning Commission’s revisions.

Changes to the language since the February 2, 2022 Committee of the Whole packet include:

- Removes the separate definition of “extended stay hotel.” Instead, if a hotel room is described as an extended stay certain cooking facilities would be required.
- Removes wording which stated a hotel does not provide cooking facilities in individual rooms.
- Adds an occupancy time limit of 365 consecutive days in hotels.
- Adds that hotels are distinguished by being licensed facilities under state statute.

The following recommendations have not changed since the version included in the February 2, 2022 Committee of the Whole packet:

- Deletes the definition of “apartment hotel” and “motel.”
- The definition of a hotel focuses on the commercial nature of the establishment as opposed to a residential dwelling. The definition of transient is from the Minnesota state statute related to hotels and lodging establishments.

**Attachments:** Proposed Updates to § 154.002, Definitions; § 154.036, B-1 Limited Business District; § 154.037, B-2 Service Business District; § 154.040, B-5 and B-6 Shopping Center Business District.

**Budgetary Impact:** None

**Originating Department:** Community Development

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



**§ 154.002, DEFINITIONS:**

- *The definition of “Apartment Hotel” is deleted in its entirety.*
- *The definition of Hotel is deleted and replaced with the following:*  
Hotel: Any building or portion thereof where sleeping accommodations are offered to the public for compensation on a transient basis in six or more rooms licensed under Minnesota Statutes Chapter 157. “Transient” shall mean the hotel is not the sole residence of the guest(s) and occupancy shall be limited to less than 365 consecutive days. Hotels must have a reception desk staffed at all hours and conduct regular housekeeping services of guest rooms. A hotel may also include “extended stay” guest rooms which must contain a complete kitchen equipped with a full-sized refrigerator, built-in cooking facilities, microwave, sink, cooking utensils, dishes and cutlery. Hotels are therefore distinct from apartment buildings, boarding houses, or lodging houses as defined in this chapter.
- *The definition of Motel is deleted in its entirety.*

The following amendments affect the use tables for the City’s zoning districts. Strikethrough represents deleted text and underline represent additions.

**§ 154.036 B-1, LIMITED BUSINESS DISTRICT.**

*154.036(C)(3) is amended as follows:*  
~~Motel, Hotel or apartment hotel;~~

**§ 154.037 B-2, SERVICE BUSINESS DISTRICT.**

*154.037(B)(18) is amended as follows:*  
~~Motels, Hotels or apartment hotel;~~

**§ 154.040 B-5 AND B-6, SHOPPING CENTER BUSINESS DISTRICT.**

*154.040(C)(8) is amended as follows:*  
(8) ~~Hotels, and motels;~~ subject to the following:  
(a) They shall be located in a B-6, Sub-Regional Shopping Center, only; and  
(b) The structure shall be freestanding.

TO: Board of Directors, Fergus Falls HRA  
FROM: Mikel B. Olson  
DATE: February 10, 2022  
RE: Approving Housing Rehab Guidelines

The HRA's Housing Rehabilitation Guidelines for owner occupied properties in Fergus Falls contain several requirements that have become outdated or are no longer required by MN DEED for their Small Cited Development Program Grants.

The current housing rehab guidelines were approved by Council Resolution in June 2015. Changes approved at today's HRA Board meeting will be presented to City Council on February 22, 2022 for approval and will be submitted to MN DEED for review.

Any recent applicants denied assistance due to any portions of the standard being changed will be contacted and allowed to reapply.

Staff has reviewed the approved guidelines and requests the following changes.

1. Remove the entire section titled "Asset Limits".
  - a. An asset limit for homeowners to qualify for assistance is not required. Income from assets will be used when determining income qualifications.
2. Remove "County" from guidelines.
3. Remove the paragraph in Section IV DEFERRED LOANS that refers to debt service. Qualifying homeowners are allowed the full value of the available grant. Remove the phrase related to assumptions. Assumptions are not allowed. Remove the paragraph related to creating loans using SCDP funds.
4. Remove individual names in "Administration" and replace with "HRA Staff"
5. Remove "Sweat Equity". Homeowners will not be allowed to provide sweat equity as a method to lower the cost of rehab.
6. Remove "Loan Processing (Home Improvement Loan Applicants)" from the guidelines.

Mikel B. Olson  
Executive Director, Fergus Falls Housing and Redevelopment Authority



## HOUSING REHABILITATION GUIDELINES – OWNER OCCUPIED – FERGUS FALLS

### I. PURPOSE

The City of Fergus Falls shall assist eligible applicants for rehabilitation of private properties with Small Cities Development Program (SCDP) funds. These funds will be used for housing rehabilitation through deferred loans. These procedures and regulations describe eligibility criteria and program distribution.

### II. APPLICATION ELIGIBILITY

#### Applicant Selection

Those homeowners on the list of interested applicants, as submitted in the SCDP application, will be those selected first based on the date their interest letters were submitted. If funds are available, any additional homeowners wanting to participate will be taken on a first-come, first-served basis.

#### General

Previous recipients of Program benefits are ineligible.

#### Residence

Homes must be located within the Target Area of the City of Fergus Falls as delineated in the SCDP grant application and must be the applicant's principle place of residence.

#### Ownership Requirements

- A. The applicant(s) for rehabilitation assistance must possess at least a one-half interest in one of the following types of ownership in the property to be improved:
  1. A fee title.
  2. A life estate.
  3. A fee title or life estate subject to a mortgage or other lien securing a debt.
  4. A mutually binding contract for the purchase of the property where the borrower is rightfully in possession and the purchase price is payable in installments. An applicant purchasing property by Land Sales Contract must provide titleholder's written approval before proceeding.
- B. Ownership includes the titleholders and their spouses.
- C. If an applicant is separated, the spouse must also sign all forms necessary for the completion of rehabilitation.
- D. If an applicant is divorced, but the spouse still holds title, the spouse must either quit claim his/her interest or a divorce decree must be provided which states sole ownership (not only occupancy) in the applicant's name.
- E. Properties held in trust are ineligible.
- F. Property can not be for sale.

#### Occupancy Requirements for Property to be Rehabilitated

The applicant must occupy the property as his/her/their principal place of residence. The applicant shall reside in the home at time of application and must occupy the property for at least nine

months of the year. Property must be classified full homestead.

### Income Eligibility

- A. Annual income will be used to determine eligibility.
- B. Annual income will be based on current income.
- C. Income includes:
  - Wages or salaries, including commissions, bonuses, overtime pay and tips.
  - Business income for self-employed individuals.
  - Rental or real estate income, including payments received from properties being sold on Contracts for Deed.
  - Interest and dividends.
  - Gains from the sale of property or securities.
  - Estate or trust income.
  - Pensions and annuities, including PERA, Social Security, VA.
  - Any financial assistance including, but not limited to: MFIP, SSI, General Assistance, Unemployment Compensation and Worker's Compensation.

Child support, alimony, and social security received by applicant's children shall not be considered as income. Foster children will not be counted in on family size and the income received for support of foster children will not be used to compute total income.

- D. Income will be based on the primary wage earners of household, thus excluding income from dependents.
- E. If the applicant is self-employed and derives his income from a business, which he owns or co-owns, an average of his net income over a two-year period will be evaluated to determine income. Any net loss average for two years will be counted as -0- for eligibility purposes but will be deducted from other income sources for affordability
- F. If a portion of this applicant's income is from a part-time business operation; the average of the part-time income for the previous two years will be added to current income.
- G. If applicant has been self-employed for less than two years; his business income for one year will be used to determine income. Pro-ratio will be used for partial years.
- H. If applicant is seasonally employed, current income and any unemployment compensation will be prorated based on past two years work history.
- I. In order to participate, applicant's annual income cannot exceed the following: Gross income limits for deferred loan assistance are the same as those income limits established by the U. S. Department of Housing and Urban Development (HUD) for low income assisted housing (80% of median income for Otter Tail County). These limits will be updated within 30 days of HUD notification of revised income limits for the area.
- J. Source of income – If an applicant has no verifiable source of income, funding can not be approved.

### Verification of Income and Assets

Written verification of all sources of income and assets shall be required. The following are acceptable;

- A. Third party income verifications
- B. Previous two years tax returns
- C. Income verification forms completed by employer, agency, institution (bank, insurance company, etc.)
- D. Visual verification form signed by program administrator.
- E. Copy of current savings passbook or certificate.
- F. Other documentation as appropriate.
- G. Combination of the above as needed to verify all income and assets.

Income and asset verification shall be current to within 90 days of the initial housing inspection for the rehab program.

### III. ELIGIBLE IMPROVEMENTS

All improvements eligible for financial assistance under the City's Housing Rehabilitation Program must be physically attached to the property and be permanent in nature. The following types of improvements are eligible:

- A. Clearance of all lead hazards that are reported through the lead risk assessment done on each dwelling.
- B. Any improvement required to bring the unit up to rehabilitation standards of the HRA as provided by the grant application. These units will be considered "standard" when completed.
- C. Any improvement necessary to bring the property into conformance with the State Energy Conservation Standards.
- D. Accessibility improvements that accommodate a resident's movement or mobility limitations. Ramps, grab bars, widened doorways and changes in bathroom fixture types and placement are examples of accessibility improvements. The need for accessibility improvements must be justified according to the type of disability, level of benefit and necessity to meet a priority need such as a safe entry\exit or personal hygiene.
- E. Only those substandard units that can be rehabilitated within the cost guidelines of the program are eligible. If units are not suitable for rehabilitation, other alternatives will be explored by HRA staff. (Rental assistance, public housing, etc.).

Definition of Suitable for Rehab;

It shall be the policy of all housing programs administered by the HRA that only those dwellings determined to be suitable for rehab will be improved. To be suitable for rehab, the cost of rehabilitating the unit to a standard condition shall not exceed the pre-rehab market value of the dwelling and the total rehab costs shall not exceed \$35,000. For those homes that do not meet the above definition, a case by case determination will be made as to whether other housing options are available or if not, to proceed with rehabilitation of the existing dwelling.

F. Each property must have at least one first priority improvement from the following priority list to be eligible:

**1<sup>st</sup> PRIORITY** – Homes with health or safety problems (faulty heating systems, faulty wiring, contaminated or no sewer and water, or other conditions considered hazardous to health and safety).

**2<sup>nd</sup> PRIORITY** – Homes in greatest need of insulation and energy conservation measures. (Lack of insulation, inefficient heating system, excessive infiltration).

**3<sup>rd</sup> PRIORITY** – Homes with basic structural deficiencies (foundation work, roofing, siding, windows and doors, inadequate plumbing, heating and electrical systems).

The following improvements are ineligible:

- A. Construction or installation of garages, fireplaces, air conditioning, decks, patios, porches, fences, landscaping, sidewalks, and driveways. However, repairs to these items, which would render existing installations free from clear and imminent health or safety hazards, are eligible.
- B. Additions unless the unit is overcrowded.
- C. Grant funds may not be used for refinancing.

#### IV. REPAYMENT

A recipient of a deferred loan shall sign a Repayment Agreement with the City. If the rehabilitated property is sold, transferred or otherwise conveyed within ten (10) years from the date upon which the rehabilitation was begun, then the recipient shall repay the remaining principal amount of the loan and the City shall have a lien for repayment of all funds. After ten years, no repayment shall be due and the deferred loan will be forgiven.

#### V. STANDARD OPERATING PROCEDURES

##### Administration

HRA staff will perform general day-to-day administration of the rehab program under the direction of the Executive Director and the HRA Board.

City staff under the direction of the City Administrator, will perform all accounting and financial management.

## Homeowner Application

Homeowner application will consist of Homeowner/HRA interview and the homeowner's submittal of a complete application, including attachments and verifications.

The interview will cover:

- A. Explanation of the Rehab Program, including rehab standards, eligible improvements, loan structuring, probable ability to repay a loan, pertinent rehab administrative and loan procedures, and applicant, contract, and City obligations.
- B. Lead based paint poisoning warning (and signature on form) and brochures.
- C. Applicant comments and questions.
- D. Brief discussion of applicant's home improvement needs.

## Data Privacy

Information on program applicants (including, but not limited to, credit reports, financial statements, income calculations and asset information) is private data, which must be administered in accordance with the Minnesota Government Data Practices Act. Applicants shall be provided with proper written notice as specified under the Act. Solely for the purpose of administering the Program, information may be made available to the members of the Fergus Falls HRA Board of Commissioners, the HRA staff, and the staffs of participating agencies, organizations, or Financing Sources.

## Application Review

The application will be reviewed for completeness and for income eligibility. All income and asset verifications will be completed. If the applicant is income eligible, he/she may continue with the Rehab Program. If not, the application will be filed under "Ineligible Applicants". Either way, applicants will be notified of their status and ineligibles will be asked to advise us of any future changes in income or family size which could change their income eligibility. They will also be referred to banks for possible low interest loans.

## Historical Review

All homes that are to be rehabbed that were built 1978 and before, will be reviewed by the State Historic Preservation Office prior to beginning of construction.

## Initial Inspection/Scope of works

HRA staff will visit applicant's property to note existing conditions and determine what improvements are needed to bring the property up to County Housing Rehab Standards.

HRA staff will draft a scope of work and go through it with the homeowner(s), get input on the recommended work, discuss possible alternatives for achieving County Rehab Standards, and make any revisions necessary. The HRA staff will also complete a preliminary cost estimate.

After the HRA's initial inspection, the lead paint risk assessment will be performed by Lakes Country Service Cooperative.

When test results come back, the scope of work will be revised as required and the homeowner will receive the summary notice of risk assessment. If lead is found to be present, lead certified contractors will be used to perform all lead related work.



## Securing Bids

HRA staff will prepare a scope of work describing work specifications and attach a bid form. The applicant will be given the opportunity to secure bids on a competitive basis from at least two local contractors or select bidding contractors from the HRA list of approved contractors. HRA staff will review all bids submitted and bids will be accepted by the applicant.

Generally, the low bid will be accepted. If, for a valid reason, (irresponsible bidding, poor references, etc.) the homeowner does not wish to accept the low bid, the high bid may be accepted. If the accepted high bid is within 5% of the low bid, it will be included in the deferred loan amount. If it is more than 5% higher, the homeowner must pay the difference or the project must be re-bid. The HRA must approve all such changes and provide file documentation. If only one bid is received, it may be compared with the HRA cost estimate and if deemed reasonable, can be approved with agreement by both owner and HRA.

## Rehab Contract

When all necessary funds to complete the rehab project have been committed, a Contractor-Owner Contract will be signed by the contractor and the homeowner. The contract specifies contractor and homeowner terms, conditions, and obligations, including start and completion dates, insurance, lead license number, termination conditions and proceed to work order will then be sent to the approved contractor. No work may begin until such order is issued.

## Disbursement of Funds

After being certified as eligible to participate in the Homeowner Rehabilitation Program, HRA staff shall proceed with executing the Repayment Agreement and when executed by the property owner the owner's matching funds may be required to be deposited with the City and disbursed before any SCDP funds are spent. No disbursement of funds shall be authorized until HRA staff have approved that the work has been completed and all compliance requirements have been met. Approval shall be evidenced by an executed Contractor Payment Request signed by all parties including the owner.

Disbursement of funds shall be authorized by HRA staff with approval by the applicant evidenced by a Contractor Payment Request signed by the applicant, HRA and contractor. Partial payments are allowed based on the amount of work completed to date. Lien waivers will be obtained for all payments made.

## Change Orders

All change orders to the scope of work will require the signature of the homeowner, HRA staff, and Contractor.

## Interim Inspections

During the course of a rehab, HRA staff will inspect ongoing work at least once every two weeks to ensure compliance with scope of work specifications and contract terms and conditions. Inspections will be required before partial disbursement to ensure that the work, which the partial payment covers, is satisfactorily completed.

## Final Inspection and Payment

When a rehab is completed, HRA staff shall conduct a final inspection to ensure that the work has been completed according to scope of work and contract and that it meets housing rehab standards for the program.

If the rehab is satisfactory, final payment to the contractor will be made. In turn, the Contractor submits to HRA staff and Homeowner lien waivers from himself, subcontractors, and material suppliers for the total costs of the rehab and sworn construction statements listing all subcontractors and material suppliers. Lead paint clearance inspections and testing will be done as soon as practical after all lead work is completed.

## Rehab Closeout

Upon satisfactory rehab completion and lead clearance, the Homeowner, Contractor, and HRA staff shall sign a Contractor Payment Request. If lead paintwork is involved, the lead clearance report will also be provided to the homeowner. Also a close out letter will be provided to the homeowner.

## Appeal and Complaint Procedures

Applicants denied program participation or having other complaints concerning the housing rehab program may direct their complaint or appeal to the Fergus Falls HRA. HRA staff who found the applicant ineligible for program participation or who is dealing with the rehab, will make a written response to the complaint or appeal within fifteen (15) working days. HRA staff will also contact the complainant and attempt to resolve the problem.

If the complainant is not satisfied with the response, he/she may file a complaint with the HRA Executive Director. It will be presented to the HRA Board at its next regular meeting for a final decision. The Board's response will be made in writing to the complainant within five (5) working days. Final appeal to Minnesota Department of Employment and Economic Development.

## Conflict of Interest

Any potential conflicts of interest under Minnesota Statutes 471.88 shall be evaluated on the basis of a legal opinion to be requested from the City attorney. Approval must also be obtained from DEED for any and all potential conflicts. No rehab work may begin until such opinion has been made.

## Affirmative Action

The HRA shall make available, advertise (through local media and door to door outreach), and disseminate information concerning the degree and forms of assistance available; the regulations governing the program; the eligibility criteria, sources and criteria of other rehabilitation loans available (Minnesota Housing Finance Agency, FHA, etc.); and other relevant information concerning programs to City residents, lenders and local realtors.

It shall be the policy of the HRA that no individual shall be discriminated against with respect to compensation, terms, conditions, or other privileges of employment, because of race, color, religion, creed, sex, familial status, national origin, disability, marital status, age, or status with respect to public assistance.

## Fair Housing/Equal Opportunity

It is the policy of the Fergus Falls HRA to work to further fair housing opportunities in its programs and to administer housing programs in a way that all residents of similar incomes have equal access to programs regardless of race, color, creed, assistance, disability, sexual orientation, or familial status.

No person or business will be denied services, contracts for project services, or access to program information and materials due to race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or familial status. There will be no discrimination of persons in the administration of the Rehabilitation Program.

It is the policy of the Fergus Falls HRA that marketing efforts will be such that no potentially eligible applicants or providers of services are excluded from participation. Affirmative marketing will include efforts to reach people who have traditionally not participated in similar programs or have not been aware of available assistance. This includes, but is not limited to, single heads of households, people of color or people with disabilities.

### VI. DISPLACEMENT MINIMIZATION PLAN

Throughout Fergus Falls HRA's history of rehab program administration, no displacement due to rehab has occurred. Household disruptions from construction or from essential service interruptions have never been great enough to render the housing unit temporarily uninhabitable.

If any improvements involve lead paint surfaces (window replacement, for example) the family will be counseled with regard to vacating the unit temporarily by staying with friends or family.

If no such options exist, SCDP funds will be used for temporary relocation at a local motel.

### VII. FLOOD PLAIN

No homes in the current target area are located in a flood plain. A flood plain determination will be contained in each applicant file.

### VIII. AMENDMENTS

These guidelines may be amended as necessary with City Council approval and will be submitted to the Department of Employment and Economic Development for review.

# Fergus Falls Housing & Redevelopment Authority

Email: [ffhra@fergusfallshra.com](mailto:ffhra@fergusfallshra.com) Website: [www.fergusfallshra.com](http://www.fergusfallshra.com)

HRA OFFICE and  
TIMBER PLACE TOWNHOMES  
1151 Friberg Avenue,  
Fergus Falls, MN 58537  
PHONE: (218) 739-3249  
FAX: (218) 738-4708



RIVERVIEW HEIGHTS  
205 North Sheridan Avenue  
Fergus Falls, MN 58537  
PHONE: (218) 739-9498  
FAX: (218) 738-4708

## IMPORTANT PRIVACY NOTICE

We are asking that you provide information for the Rehabilitation Program to determine if you are eligible to participate in the program.

Your name, address and the amount of your assistance you receive are considered public data under the Minnesota Data Practices Act. Other information that you provide to the housing rehabilitation program about you and your household is considered private data.

We will use your private data only when it is required for administration and management of the program. Persons or agencies with whom this information may be shared include:

- Staff and other persons involved in program administration
- Local loan committee members who approve applications
- Auditors who perform required audits of this program
- Authorized personnel from the Minnesota Department of Employment and Economic Development, the U.S. Department of Housing and Urban Development or other local, state and federal agencies providing funding assistance for your loan.
- Members of the local governing board for the purpose of addressing/resolving applicant complaints (as address in the project's policy and procedural manual).
- Those persons who you authorize to see it.
- Law enforcement personnel in the case of suspected fraud or other enforcement authorities as required.

We cannot release private data to anyone else or use the private data in any other way unless you give us permission by completing a consent form that we will provide. Please keep in mind, however, that data must be released if required by court order, and, in addition, your private data may be released if Congress or the Minnesota Legislature passes a new law that authorizes or requires such release of data.

Minnesota law gives you important rights in regard to information maintained about you. These include:

- The right to see and obtain copies of the data maintained by you,
- Be told the contents and meaning of the data, and
- Challenge the accuracy and completeness of the data

I/we have read this privacy notice before completing the application form.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Co-Applicant

\_\_\_\_\_  
Date

To learn more about these rights, contact Mikel Olson at 218-739-3249.

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## SCDP REHAB STANDARDS

**FOUNDATION** - Correct deficiencies such as settling and upheaval caused by frost, straighten crooked floors, replace any severely cracked or crumbling areas of foundation, and caulk all minor cracks.

**ROOF** - All roofs with wood shingles, with two or more layers of deteriorated asphalt, or with leaking and water damage will be re-roofed. All existing shingles will be removed and all worn and rotted roof boards replaced. If numerous roof boards are rotted, new roof sheeting will be applied. All shingles to be 3-tab with 15# felt underlayment and metal roof edge. Also, all fascia that is worn and rotted will be replaced.

**SIDING AND TRIM** - All siding and trim that is worn rotted or will no longer hold paint will be replaced, normally with vinyl siding. Siding and trim that is in generally good condition but needs paint will be thoroughly scraped and all scraped and unprimed areas will be primed with quality oil base primer and painted two coats; finish coats may be either oil base or latex.

**WATER** - Test all water for coliform bacteria and nitrates. If problem exists that cannot be corrected through disinfecting of well, or there is no well, a 4" well will be drilled with new pump and pressure system. If existing water problems can be solved with a conditioner, then rental of same will be recommended. For wells with potable water but problems such as lack of pressure or antiquated systems, corrective measures will be taken as necessary. All abandoned wells will be capped as per State requirements.

**SEWER** - All non-functioning or non-existing systems will be replaced with either a two tank or one tank and drain field system as each particular case dictates. All plugged or slow drain lines will be opened or replaced

**ELECTRICAL** - All 30 amp systems will be upgraded to at least 100 amp with breakers. All 60 amp systems will be upgraded to at least 100 amp except small houses with few occupants and additional service is not necessary.

All kitchens to have at least two 20 amp appliance circuits and GFCI outlets.

All bathrooms to have GFCI outlets and vent fans.

All floors and all bedrooms to have smoke detectors, battery or electric

All rooms to have additional outlets as required by code.

All existing wiring, outlets, and lights checked and corrected or replaced.

All entrances to have switched lights.

All knob and tube wiring to be removed and replaced.

Wire water heater for off-peak as appropriate.

**PLUMBING** - Replace all inoperable or obsolete fixtures. Repair others as necessary. Install shut-off valves on all supply lines to new fixtures. Install venting in drain lines as needed. All water heaters to be checked for efficiency of operation and repaired or replaced as needed.

**HEATING** - All homes to be equipped with some form of central heat with at least 80% efficiency.

**STAIRWAYS** - All interior and exterior stairs of three or more steps will have handrails and will be reconstructed, if necessary, to as close to State building codes regarding stairways as possible.

**CHIMNEYS** - All chimneys venting gas or wood burning appliances will have Class A liners. All badly deteriorated chimneys will be replaced. All chimneys will be checked and tuck-pointed as necessary.

**CARBON MONOXIDE DETECTORS** - All units with gas, oil or wood heat to have at least one carbon monoxide detector installed.

**KITCHENS** - Adequate storage and food preparation space will be provided by installing or replacing cabinets and countertop.

**BATHROOMS** - All facilities including tub, shower, toilet, sink and vent fan will be repaired, replaced, or installed as needed. All stools will be equipped with anti-syphon filler assemblies.

**LEAD BASE PAINT** - Any interior or exterior paint which is chipped and peeling and which may contain lead will be either scraped and repainted or the material will be removed and replaced. Also, lead safe work practices will be adhered to by all contractors.

**NOTE:** *Procedures or remedies described herein are not intended to replace or mitigate those required by the building code.*

# REHABILITATION PROGRAMS FOR LOW-MODERATE INCOME HOMEOWNERS

## ENERGY EFFICIENCY STANDARDS

All homes will receive a preliminary inspection relating to energy conservation improvements.

Upon completion of rehabilitation, all homes will meet or exceed state energy standards.

Also, for all homes inspected that do not qualify for rehabilitation under this program, the homeowner will receive a report so that he may pursue energy conservation improvements on his own.

All homes will be rehabilitated to the following standards:

### I. HEATING SYSTEMS

- A. All heating systems upgraded to at least 80% efficient systems.

### II. CAULKING

- A. Caulking of all points of possible air infiltration.
- B. Caulking or otherwise insulating of all points of exfiltration into attic.

### III. WATER HEATER

- A. Replace with an energy efficient heater, install insulation jacket, and insulate hot water pipes throughout basement or cellar area.

### IV. WINDOWS - DEPENDING UPON CONDITION

- A. If any sign of deterioration exists, replace with double pane insulated glass units.
- B. If replacement is not needed, completely weatherstrip windows, install sash locks, replace broken or cracked glass, and re-glaze.

### V. DOORS - DEPENDING UPON CONDITION

- A. Replace all hollow or panel type doors with metal clad insulated prehung doors (complete assembly).
- B. If replacement is not needed, tighten or replace weatherstripping and threshold.

### VI. ELECTRICAL BOXES

- A. Install gaskets on all boxes located in exterior walls.

### VII. STORM WINDOWS AND DOORS – DEPENDING UPON CONDITION

- A. If any deterioration exists, replace windows with combinations and doors with lifetime insulated storm doors.
- B. If replacement is not necessary, tighten and re-glaze.

### VIII. ATTIC INSULATION

- A. Insulate entire attic space including any access doors with minimum of R-40 with R-50 wherever possible.

IX VENTILATION

- A. Install ventilation to code.

X KNEE WALLS

- A. Insulate to R-19 (5 ½" fiberglass)

XI EXTERIOR WALLS

- A. Insulate to highest R-factor possible.

XII CRAWL SPACE OR CELLAR AREA

- A. Insulate entire perimeter to two feet below ground level to R-19.

NOTE: *\*Procedures or remedies described herein are not intended to replace or mitigate those required by the building code.*





## RESOLUTION ALLOWING CLAIMS &amp; ORDERING PAYMENT THEREOF

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

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

## General

A-1 LOCK & KEY LLC	DUPLICATE KEYS	54.00
AT&T MOBILITY	DATA PLANS	49.62
AT&T MOBILITY	IPADS & CELL PHONE DATA	318.88
ADMINISTRATOR'S CONTINGENCY FD	DEC ANALYSIS SERVICE CHARGE	111.08
ADMINISTRATOR'S CONTINGENCY FD	DECEMBER 2021 INTEREST EARNED	.02-
ADMINISTRATOR'S CONTINGENCY FD	FEB/EMPLOYEE SERVICE AWARD	300.00
ARAMARK UNIFORM SERVICES	JANUARY LINEN SUPPLY	1,036.89
SEAN ANDERSON	CLEANING WEEKS OF JAN 31-FEB 7	428.64
ARENA WAREHOUSE LLC	8 MM BLACK W/10% GREY FLECK	2,118.00
BANKCARD CENTER	BRUSVEN MOUSE	42.99
BANKCARD CENTER	CITY HALL COFFEE	37.92
BANKCARD CENTER	CREATIVE CLOUD RENEWAL	52.99
BANKCARD CENTER	DECEMBER/RETURN SUPPLIES	12.12-
BANKCARD CENTER	DUENOW RETURN	10.05-
BANKCARD CENTER	DUENOW UNIFORM PURCHASE	10.05
BANKCARD CENTER	FIREARM TRAINING SUPPLIES	81.91
BANKCARD CENTER	FURNACE FILTERS	112.38
BANKCARD CENTER	GARAGE SUPPLIES	9.97
BANKCARD CENTER	JAN MIAMA MEMBERSHIP	200.00
BANKCARD CENTER	JAN TONER, SWITCH, ORGANIZER,	127.75
BANKCARD CENTER	JANUARY AED HEARTSMART PADS	24.32
BANKCARD CENTER	JANUARY APPY PIE LLC	60.00
BANKCARD CENTER	JANUARY CREDIT CARDS	114.13-
BANKCARD CENTER	JANUARY LUGGAGE FEE	30.00
BANKCARD CENTER	JANUARY SHIPPING LABELS	156.00
BANKCARD CENTER	JANUARY SPEAKERS,5-PORT SWITCH	74.75
BANKCARD CENTER	JANUARY TONER, CLEANING SWABS	95.31
BANKCARD CENTER	JANUARY TONER, DRUM UNIT	68.09
BANKCARD CENTER	JANUARY 2022 CREDIT CARDS	114.13
BANKCARD CENTER	JANUARY 6 DAY COURSE REGISTRAT	318.56
BANKCARD CENTER	KITCHEN SUPPLIES	66.64

## General

BANKCARD CENTER	KITZMAN CELL CASE	35.96
BANKCARD CENTER	MATTER UNIFORM PURCHASE	304.04
BANKCARD CENTER	MAY MEETING-LODGING	113.82
BANKCARD CENTER	MN LABOR/IND. LICENSE FEE	65.00
BANKCARD CENTER	MOCIC DUES 2022	150.00
BANKCARD CENTER	MONTHLY ADOBE MEMBERSHIP	10.78
BANKCARD CENTER	MOULTRIE MONTHLY	9.99
BANKCARD CENTER	OFFICE SUPPLIES	41.74
BANKCARD CENTER	PEER MEETING SUPPLIES	23.76
BANKCARD CENTER	SQUAD PHONE CORDS	18.96
BANKCARD CENTER	TAILPIECE BAR BASEMENT MENS BR	34.52
BANKCARD CENTER	TAILPIECE BASEMENT MENS BATHRM	40.38
BANKCARD CENTER	TAILPIECE, COUPLING NUT MENS	66.05
BANKCARD CENTER	TOP URN, WHITE FIRST FLOOR MENS	275.93
BANKCARD CENTER	TRAVEL/LODGING D. REGER	384.84
BANKCARD CENTER	TRAVEL/LODGING J. SCHUETZLE	384.84
BANKCARD CENTER	WEST UNIFORM PURCHASE	114.13
BANKCARD CENTER	02/01/22-01/31/23 ASSET KEEPER	389.00
BANKCARD CENTER	2022 GFOA DUES	190.00
BANKCARD CENTER	4TH QTR 2021 FILING FORM 941	8.50
BARRY CONST OF FERGUS FALLS	RETURN EXC DEPOSIT PERMIT 2870	150.00
BARRY CONST OF FERGUS FALLS	RETURN EXC. DEP. PERMIT 2889	300.00
MARK BERGERUD	RETURN RESTORATION DEP. #2835	150.00
BEYER BODY SHOP, INC.	TOW CHEVY SILVERADO/22004364	500.00
CENTURYLINK	FEBRUARY TELEPHONE EXPENSE	64.00
COMMISSIONER OF REVENUE	2022 JANUARY SALES TAX	52,544.00
DACOTAH PAPER CO	TISSUE, ROLL TOWEL, CLOROX, SOAP	465.89
DAILY JOURNAL	JAN HEARING/HEARTLAND TRUST	115.50
DAILY JOURNAL	JANUARY HEARING/HOTELS, MOTELS	96.25
DAILY JOURNAL	JANUARY PUBLISH ORDINANCE #23	231.00
DAILY JOURNAL	JANUARY TREE REMOVAL-TRIM BIDS	125.13
DEPT. OF MOTOR VEHICLE	LICENSE TABS/1987 GRDN SEM	19.25
DEPT. OF MOTOR VEHICLE	LICENSE TABS/2007 AMER	19.25
FM EXCAVATING COMPANY LLC	RETURN RESTORATION FEE #2809	150.00
FASTENAL COMPANY	1/2-13 S/S HEVHXNUT	36.65
FLAHERTY & HOOD, PA	LABOR & EMPLOYMENT RESEARCH	280.00
GALLS LLC	DELANEY UNIFORM PURCHASE	278.23
GALLS LLC	JOHNSON UNIFORM PURCHASE	215.17
GALLS LLC	MATTER UNIFORM PURCHASE	80.68
GENERAL FUND	JANUARY LONG DISTANCE CHARGES	113.05-
GENERAL FUND	2021 TIF ADMINISTRATION	2,770.00-
GENERAL REPAIR SERVICE	R12 PUMP REPAIR	38.27
NAPA AUTO PARTS - FERGUS FALLS	FEB HYD HOSE AT PARK & REC SHO	96.14

## General

GOODIN COMPANY	CITY HALL SENSOR FAUCET	448.05
GOODIN COMPANY	LAV FAUCET W/SPEED CON DRAIN	109.62
GOODIN COMPANY	VAC BREAKER,C ANG STOP	117.76
GRAND FORKS FIRE EQUIPMENT LLC	HELMET FRONT	43.35
HOME DEPOT CREDIT SERVICES	FEB LIGHT BULB R3 SIDE LIGHT	9.97
HOME DEPOT CREDIT SERVICES	FEB PAINT, BROOMS W/DUST PANS	68.73
HOME DEPOT CREDIT SERVICES	FEBRUARY NIPPLE BRASS	4.67
HOME DEPOT CREDIT SERVICES	FEBRUARY STOP RUST GLOSS WHITE	29.88
HOME DEPOT CREDIT SERVICES	JAN DRYWALL,MUD PAN,TAPE,SPONG	63.90
CHRIS JOHNSON	2022 SAFETY BOOT REIMBURSEMENT	132.54
TODD KING	2022 SAFETY BOOT REIMBURSEMENT	250.00
KNUTSON ELECTRIC REBUILDING	NEW MOTOR-CITY HALL	380.00
LAKE REGION ELECTRIC COOP	JAN/SNOW REMOVAL/EQUIP BLDG	142.70
LAKE REGION ELECTRIC COOP	JANUARY ELECTRICITY EXPENSE	2,544.21
LAKE REGION HEALTHCARE CORP	BLOOD DRAW/STOEN/21037153	96.00
LEAGUE OF MN CITIES	2022 REGIONAL SAFETY TRAINING	56.25
MII LIFE INCORPORATED	FEBRUARY FLEX/HSA PART FEE	142.45
MII LIFE INCORPORATED	JANUARY FLEX/FSA PART FEE	2.75-
MII LIFE INCORPORATED	JANUARY FLEX/HSA PART FEE	8.25
MPH INDUSTRIES, INC	RADAR TUNING FORKS	88.28
MARCO TECHNOLOGIES LLC	EXTERIOR CAMERAS INSTALL	1,045.00
MN FIRE SVC CERTIFICATION	JANUARY INSTRUCTOR I CERT EXAM	120.00
MN STATE COMMUNITY & TECH COLL	JANUARY MAHNOMEN FIRE SCHOOL	140.00
MINNKOTA ENVIROSERVICES INC	JANUARY SHREDDING SERVICE	33.00
MINNKOTA ENVIROSERVICES INC	MINNKOTA JANUARY	33.00
MOTOROLA SOLUTIONS INC	JANUARY RADIO BATTERIES	336.00
MOTOROLA SOLUTIONS INC	RADIO BATTERIES	275.00
RYAN MUCHOW	NATL FIRE ACADEMY TRAINING EXP	196.00
NARDINI FIRE EQUIPMENT CO INC	ANNUAL FIRE MONITORING	350.00
NEW HORIZONS ENERGY	JANUARY PROPANE-MAIN TERMINAL	1,811.09
NEW HORIZONS ENERGY	JANUARY PROPANE-SRE BUILDING	1,010.78
NICE THREADS CUSTOM EMBROIDER	EMPLOYEE AWARD JACKET	108.00
NYCKLEMOE & ELLIG, P.A.	FEBRUARY PROSECUTING SERVICES	9,225.00
NYCKLEMOE & ELLIG, P.A.	213 W BANCROFT REVIEW,DRAFT	871.00
OFFICE OF MNIT SERVICES	JANUARY INTERNET USAGE	274.48
OTC HUMANE SOCIETY INC	DEC BOARDING COSTS	387.00
OTTER TAIL COUNTY TREASURER	2022 IT TECH SUPPORT	20,000.00
OTTERTAIL GLASS COMPANY	AIRPORT WINDOWS AUG & NOV 21	3,211.71
OTTERTAIL GLASS COMPANY	CITY HALL SCREEN REPAIR	170.00
OTTER TAIL POWER COMPANY	JAN ELECTRIC/522 E HAMPDEN	13.05
OTTER TAIL POWER COMPANY	JANUARY ELECTRICITY EXPENSE	2,432.46
OTTER TAIL POWER COMPANY	2022 SCHEDULE INSERTS	453.43
OTTER TAIL TELCOM	FEB. ADDITIONAL LISTING	10.00

## General

OTTER TAIL TELCOM	FEB. PHONE LINES	197.82
OTTER TAIL TELCOM	FEBRUARY TELEPHONE EXPENSE	756.30
OTTER TAIL TELCOM	JAN. LONG DISTANCE	5.50
PERRIN MOBILE MEDICAL SERVICES	FEBRUARY RANDOM DRUG SCREEN	115.00
WILLIAM PETERSEN	DECEMBER JANITORIAL SERVICES	950.00
WILLIAM PETERSEN	FEBRUARY JANITORIAL SERVICES	950.00
PLATTE PROPERTIES II, LLC	LESS LOCAL TAX	.44-
PLATTE PROPERTIES II, LLC	LESS OTC TAX	.44-
PLATTE PROPERTIES II, LLC	LESS STATE TAX	5.98-
POLICE DEPT CONTINGENCY FUND	HEINEN UNIFORM PURCHASE	161.80
POLICE DEPT PETTY CASH	DUENOW TASER SCHOOL MEAL	10.56
POSTAGE BY PHONE	POSTAGE BY PHONE	3,000.00
PREMIER CARBIDE SAW & TOOL INC	SHIPPING	35.32
PREMIER CARBIDE SAW & TOOL INC	ZAMBONI BLADE SHARPENING	55.00
SKY CREW SERVICES, LLC	MARCH MANAGEMENT FEES	5,500.00
SPEE DEE DELIVERY SERVICE INC	SHIPPING CHARGES	35.28
SUMMIT COMPANIES	ANNUAL FIRE EXTINGUISHER INSPE	194.31
SWANSTON EQUIPMENT CO	FEB SNOWBLOWER CHUTE DISCHARGE	30.69
VERIZON WIRELESS	AIR CARDS/CELL JAN 2-FEB 1	1,088.93
WIMACTEL INC	FEBRUARY TELEPHONE EXPENSE	132.00
	F U N D   T O T A L	122,150.66

## P.A. General

ATLAS OUTDOOR SERVICES LLC	FEBRAUARY/CBHH SNOW/LAWN CARE	1,000.00
GENERAL FUND	JANUARY LONG DISTANCE CHARGES	5.57
HOME BUILDERS ASSOCIATION	01/17/2022 EMAIL AD	80.00
MII LIFE INCORPORATED	FEBRUARY FLEX/HSA PART FEE	3.30
MN DEPT OF LABOR & INDUSTRY	BOILER INSPECTIONS AT CBHH	30.00
UGSTAD PLUMBING, INC.	BOILER & GEN CK 01/11/22	127.50
UGSTAD PLUMBING, INC.	BOILER/GEN CK 01/26/22	85.00
UGSTAD PLUMBING, INC.	BOILER/GEN CK 02/01/22	85.00
	F U N D   T O T A L	1,416.37

## Regional Treatment Center-City Operated

## Regional Treatment Center-City Operated

BANKCARD CENTER	CUDDE BACK DIGITAL	20.00
	F U N D   T O T A L	20.00

## Public Library

ARAMARK UNIFORM SERVICES	BAR MOP TOWELS	32.10
ARAMARK UNIFORM SERVICES	JANUARY LINEN SUPPLY	6.03
BAKER & TAYLOR INC	BOOKS	3,607.53
BAKER & TAYLOR INC	PROCESSING BOOKS	141.93
BAKER & TAYLOR INC	PROCESSING MATERIALS BOOKS	47.44
BANKCARD CENTER	ANNUAL MN LIBRARY ASSN DUES	170.00
BANKCARD CENTER	JANUARY AED HEARTSMART PADS	24.32
BANKCARD CENTER	JANUARY BOOKS	1,113.34
BANKCARD CENTER	JANUARY DIGITAL MATERIALS	931.42
BANKCARD CENTER	JANUARY DVD'S	312.37
BANKCARD CENTER	JANUARY METAL SHOPPING BASKETS	59.00
BANKCARD CENTER	JANUARY OPERATING SUPPLIES	815.25
BANKCARD CENTER	JANUARY POSTAGE	3.19
BANKCARD CENTER	JANUARY RETURN EGG SHAKERS BAG	69.99-
BANKCARD CENTER	JANUARY WOODEN SUIT HANGERS	21.97
BANKCARD CENTER	PERIODICAL "THE ATLANTIC"	59.99
DEMCO EDUCATIONAL CORP	PROCESSING MATERIALS FOR BOOKS	87.01
GENERAL FUND	JANUARY LONG DISTANCE CHARGES	41.04
HOOPLA	DIGITAL CONTENT	849.38
VICTOR LUNDEEN COMPANY	MARKERS	5.16
VICTOR LUNDEEN COMPANY	PAPER	19.00
MII LIFE INCORPORATED	FEBRUARY FLEX/HSA PART FEE	17.88
OTTER TAIL TELCOM	FEBRUARY TELEPHONE EXPENSE	145.48
SUMMIT COMPANIES	ANNUAL FIRE ALARM INSPECTION	353.00
VIKING LIBRARY SYSTEM	SUMMER READING RESOURCE GUIDE	24.65
	F U N D   T O T A L	8,818.49

## Bigwood Event Center

COMMISSIONER OF REVENUE	JANUARY 2022 SALES TAX	104.50
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## Bigwood Event Center

LHR HOSPITALITY MANAGEMENT	DEC 2021 LODGING	177.40
LHR HOSPITALITY MANAGEMENT	JAN 2022 LODGING/MILEAGE	1,208.02
LHR HOSPITALITY MANAGEMENT	JANUARY 2022 MANAGEMENT FEES	5,000.00
LAKE REGION HEALTHCARE CORP	JANUARY PRE-EMPLOY DRUG SCREEN	75.00
MEDTOX LABORATORIES INC	JANUARY PRE-EMPLOY DRUG SCREEN	62.82
MIDWEST PRINTING COMPANY	FEBRUARY/CARDS-TEMPLETON	75.00
OTTER TAIL TELCOM	FEB. INTERNET	163.59
	F U N D   T O T A L	6,866.33

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

GENERAL FUND	2021 TIF ADMINISTRATION	698.55
	F U N D   T O T A L	698.55

## T.I. #4-11 H9, LLC

GENERAL FUND	2021 TIF ADMINISTRATION	323.54
	F U N D   T O T A L	323.54

## T.I. #IV-12 Aura Fabricators

GENERAL FUND	2021 TIF ADMINISTRATION	746.08
	F U N D   T O T A L	746.08

## Tax Abatement - Fergus Care Center LLC

FERGUS CARE CENTER LLC	2021 TAX ABATEMENT PMT 4	4,826.41
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Tax Abatement - Fergus Care Center LLC

F U N D	T O T A L	4,826.41
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Tax Abatement - Northstar Behavioral Health, LLC

NORTHSTAR BEHAVIORAL HEALTH	2021 TAX ABATEMENT PMT 2	17,810.15
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F U N D	T O T A L	17,810.15
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T.I. #IV-8/Eisenhower Property

GENERAL FUND	2021 TIF ADMINISTRATION	296.58
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F U N D	T O T A L	296.58
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T.I. IV-9/Lutheran Brethren Homes Inc

GENERAL FUND	2021 TIF ADMINISTRATION	188.82
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F U N D	T O T A L	188.82
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T.I. #IV-7/Kaddatz Hotel

GENERAL FUND	2021 TIF ADMINISTRATION	135.58
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F U N D	T O T A L	135.58
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CDBG/HUD Revolving Loan



## CDBG/HUD Revolving Loan

DOUBLETREE PROPERTIES LLC	E LINCOLN LIGHTING - #506	413.30
DOUBLETREE PROPERTIES LLC	E LINCOLN LIGHTING - #954	1,271.01
DOUBLETREE PROPERTIES LLC	205 E LINCOLN/DOOR LOCKS-#506	1,043.82
	F U N D   T O T A L	2,728.13

## T.I. #VIII-1

GENERAL FUND	2021 TIF ADMINISTRATION	380.85
OTTER TAIL COUNTY TREASURER	REMAINING INCREMENT TIF 8-1	7,966.40
	F U N D   T O T A L	8,347.25

## P.I.R. Bond and Interest 2019B

P.I.R. BOND & INTEREST 2019	2022 DEBT SERVICE TRANSFER	55,250.00-
	F U N D   T O T A L	55,250.00-

## Capital Improvement

ADMINISTRATOR'S CONTINGENCY FD	RECORD EASEMENT/TOWER ROAD	46.00
BOLTON & MENK INC	UNION AVE MILL & OVERLAY	1,717.50
CENTRAL SPECIALTIES, INC.	PAY APP NO. 3 - FINAL	17,721.00
FERGUSON ASPHALT PAVING INC	PAY APP NO. 3 - FINAL	1,763.35
INTERSTATE ENGINEERING INC.	PROF SERV 11/11/21 TO 1/8/2022	6,019.86
INTERSTATE ENGINEERING INC.	PROF SERV 11/7/21 TO 1/8/2022	3,402.00
INTERSTATE ENGINEERING INC.	PROF SERV 12/5/21 TO 1/22/22	13,087.00
INTERSTATE ENGINEERING INC.	PROF SERV 7/25/21 TO 12/25/21	583.50
TAFT STETTINIUS HOLLISTER LLP	CONTRACT MATTER	8,510.02
	F U N D   T O T A L	52,850.23

## P.I.R. Project 2019

P.I.R. BOND & INTEREST 2019	2022 DEBT SERVICE TRANSFER	55,250.00
	F U N D   T O T A L	55,250.00

## Liquor Store

ADMINISTRATOR'S CONTINGENCY FD	FEB/EMPLOYEE SERVICE AWARD	100.00
AL'S REFRIGERATION, INC.	JAN WALK-IN/RESET CIRCUIT BOAR	85.00
ARAMARK UNIFORM SERVICES	JANUARY LINEN SUPPLY	271.52
ARCTIC GLACIER USA INC	FEBRUARY/ICE #3608204105	58.46
ARTISAN BEER COMPANY	FEBRUARY/BEER	958.20
BANKCARD CENTER	JANUARY MOOD PANDORA	58.12
BELLBOY CORPORATION	FEBRUARY/LIQUOR	2,267.00
BELLBOY CORPORATION	FEBRUARY/MIX	195.00
BEVERAGE WHOLESALERS INC	FEBRUARY/BEER	16,756.92
BEVERAGE WHOLESALERS INC	FEBRUARY/MIX	133.05
BRAUN VENDING INC	FEBRUARY WATER COOLER RENT	16.00
BREAKTHRU BEVERAGE MINNESOTA	FEBRUARY/FREIGHT	70.82
BREAKTHRU BEVERAGE MINNESOTA	FEBRUARY/LIQUOR	3,246.21
BREAKTHRU BEVERAGE MINNESOTA	FEBRUARY/MIX	112.27
BREAKTHRU BEVERAGE MINNESOTA	FEBRUARY/WINE	1,507.87
CAYAN	JANUARY 2022 CR CD FEES	10,990.12
VIKING COCA-COLA BOTTLING CO	FEBRUARY/MIX	349.59
COMMISSIONER OF REVENUE	JANUARY 2022 SALES TAX	32.01
D-S BEVERAGES, INC.	FEBRUARY/BEER	36,287.84
D-S BEVERAGES, INC.	FEBRUARY/LIQUOR	328.50
D-S BEVERAGES, INC.	FEBRUARY/MIX	277.95
DACOTAH PAPER CO	FEB VAC UPRIGHT 19IN DUAL HEPA	1,621.36
GENERAL FUND	JANUARY LONG DISTANCE CHARGES	1.86
JACKSON FAMILY TRUCKING LLC	FEBRUARY/FREIGHT	57.50
JOHNSON BROTHERS LIQUOR CO	FEBRUARY/FREIGHT	169.17
JOHNSON BROTHERS LIQUOR CO	FEBRUARY/LIQUOR	1,662.96
JOHNSON BROTHERS LIQUOR CO	FEBRUARY/MIX	155.60
JOHNSON BROTHERS LIQUOR CO	FEBRUARY/WINE	3,564.90
LIQUOR STORE	RECEIPT FEBRUARY RENT	358.00-
MII LIFE INCORPORATED	FEBRUARY FLEX/HSA PART FEE	20.48
MAVERICK WINE LLC	FEBRUARY/FREIGHT	10.00
MAVERICK WINE LLC	FEBRUARY/LIQUOR	576.00
OTTER TAIL TELCOM	FEBRUARY TELEPHONE EXPENSE	292.95
OUTSTATE BREWING COMPANY	FEBRUARY/BEER	608.00

## Liquor Store

PHILLIPS WINE AND SPIRITS CO	FEBRUARY/FREIGHT	94.70
PHILLIPS WINE AND SPIRITS CO	FEBRUARY/LIQUOR	2,583.47
PHILLIPS WINE AND SPIRITS CO	FEBRUARY/MIX	84.00-
PHILLIPS WINE AND SPIRITS CO	FEBRUARY/WINE	1,204.70
SOUTHERN GLAZER'S OF MN	FEBRUARY/FREIGHT	249.28
SOUTHERN GLAZER'S OF MN	FEBRUARY/LIQUOR	13,129.89
SOUTHERN GLAZER'S OF MN	FEBRUARY/WINE	1,694.00
SUMMIT COMPANIES	ANNUAL FIRE ALARM INSPECTION	673.25
	F U N D   T O T A L	102,030.52

## Refuse Disposal

ARAMARK UNIFORM SERVICES	JANUARY LINEN SUPPLY	280.86
COMMISSIONER OF REVENUE	JANUARY 2022 SALES TAX	417.37
COMMISSIONER OF REVENUE	2022 JANUARY SWMT	28,005.00
GENERAL FUND	JANUARY LONG DISTANCE CHARGES	1.51
LEAGUE OF MN CITIES	2022 REGIONAL SAFETY TRAINING	56.25
LOCATORS & SUPPLIES INC	FEB KINCO LEATHER PALM GLOVES	67.96
LOCATORS & SUPPLIES INC	FEB 8 MIL NITRILE GLOVES	59.98
MII LIFE INCORPORATED	FEBRUARY FLEX/HSA PART FEE	16.50
OTTER TAIL COUNTY TREASURER	JANUARY TIPPING FEES	94,208.99
OTTER TAIL POWER COMPANY	DECEMBER/SERVICE-MAIL BILLS	76.35
OTTER TAIL POWER COMPANY	NOVEMBER/SERVICE-MAIL BILLS	76.34
OTTER TAIL POWER COMPANY	2022 CITY CLEAN UP FLYER	458.16
OTTER TAIL POWER COMPANY	2022 RECYCLING DONE RIGHT	235.11
OTTER TAIL TELCOM	FEBRUARY TELEPHONE EXPENSE	142.29
PERRIN MOBILE MEDICAL SERVICES	FEBRUARY RANDOM DRUG SCREEN	118.25
VARIOUS FUNDS	2020 CERTIFIED UTILITIES	12,932.79-
VARIOUS FUNDS	2021 CERTIFIED UTILITIES	12,440.31-
WASTEWATER TREATMENT FUND	JAN ASH CELL LEACHATE	340.20
	F U N D   T O T A L	99,188.02

## Sewage Treatment

A-1 LOCK & KEY LLC	JAN LIFT STATION ENCL HANDLE	242.50
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## Sewage Treatment

ARAMARK UNIFORM SERVICES	JANUARY LINEN SUPPLY	217.14
BANKCARD CENTER	JAN BOILER LIC RENEW, LEMKE	30.00
BANKCARD CENTER	JAN CONTINUE EDUCA-DRECHSEL	193.80
BANKCARD CENTER	JAN PTFE TAPE, NIPPLE, BALLVALVE	60.47
BANKCARD CENTER	JAN PVC BALL VALVE, NIPPLE	10.43
BANKCARD CENTER	JANUARY BLUE TOOTH EAR BUD TIP	7.99
CENTURYLINK	FEBRUARY TELEPHONE EXPENSE	64.00
COSSETTE ELECTRIC LLC	FEB REPLACE HOUR METER HILLSID	145.22
MARCIA DRECHSEL	2022 SAFETY BOOT REIMBURSEMENT	204.01
GENERAL FUND	JANUARY LONG DISTANCE CHARGES	13.86
GOPHER STATE ONE CALL	JAN BILLABLE TICKETS	7.20
LAKE REGION ELECTRIC COOP	JANUARY ELECTRICITY EXPENSE	182.11
LEAGUE OF MN CITIES	2022 REGIONAL SAFETY TRAINING	56.25
MII LIFE INCORPORATED	FEBRUARY FLEX/HSA PART FEE	11.00
NICE THREADS CUSTOM EMBROIDER	EMPLOYEE AWARD JACKET	174.00
OTTER TAIL POWER COMPANY	DECEMBER/SERVICE-MAIL BILLS	76.34
OTTER TAIL POWER COMPANY	NOVEMBER/SERVICE-MAIL BILLS	76.34
OTTER TAIL POWER COMPANY	2022 RECYCLING DONE RIGHT	235.11
OTTER TAIL TELCOM	FEBRUARY TELEPHONE EXPENSE	138.46
PERRIN MOBILE MEDICAL SERVICES	FEBRUARY RANDOM DRUG SCREEN	113.75
RMB ENVIRONMENTAL LABORATORIES	FEB ANALYSIS	308.00
SPEE DEE DELIVERY SERVICE INC	JAN SHIPPING	61.01
USA BLUEBOOK	JAN CHLORINE STD SOLN 25-30MGL	85.01
USA BLUEBOOK	JAN WASH BOTTLE 500 ML LDPE	32.90
VARIOUS FUNDS	2020 CERTIFIED UTILITIES	13,253.07-
VARIOUS FUNDS	2021 CERTIFIED UTILITIES	5,433.32-
WASTEWATER TREATMENT FUND	RECEIPT TO JAN LEACHATE	340.20-
	F U N D   T O T A L	16,279.69-

## Water

A-1 LOCK & KEY LLC	DUPLICATE KEYS	50.06
ADMINISTRATOR'S CONTINGENCY FD	FEBRUARY UTILITIES REFUND	2.55
ADMINISTRATOR'S CONTINGENCY FD	JANUARY CELL PHONE CHARGERS	75.49
ADMINISTRATOR'S CONTINGENCY FD	JANUARY UTILITIES REFUND	428.70
ARAMARK UNIFORM SERVICES	JANUARY LINEN SUPPLY	239.26
AUTO VALUE - FERGUS FALLS	FEB TRUCK TIRE GAUGE (CHAD)	14.99
BANKCARD CENTER	JAN BLEACH, DISTILLED WATER	21.46
BANKCARD CENTER	JAN COMBWRENCH 1/2" SAE	18.96

## Water

CENTURYLINK	FEBRUARY TELEPHONE EXPENSE	186.00
COOPERS TECHNOLOGY GROUP	JANUARY DESK PAD	.10
CORE & MAIN LP	FEB STOCK WATER ORDER (TRAVIS)	823.62
CORE & MAIN LP	FEB WATER STOCK ORDER TRAVIS	3,621.88
CORE & MAIN LP	FEB 4" FLANGE CHECK VALVE	1,665.00
ETHANOL PRODUCTS, LLC	DEC C02	441.20
FERGUSON WATERWORKS #2516	FEB 2" MACH10 R900I MTR/GSKT	967.77
FERGUSON WATERWORKS #2516	FEB 3" HYDRANT METER USG W/NST	2,833.21
FERGUSON WATERWORKS #2516	FEB 5/8 T10 CHAMBERS (OLD)	126.72
GENERAL FUND	JANUARY LONG DISTANCE CHARGES	17.35
GOIN' POSTAL FERGUS FALLS	FEB POSTAGE	13.32
GOPHER STATE ONE CALL	JAN BILLABLE TICKETS	7.20
HOME DEPOT CREDIT SERVICES	FEB CREDIT RETURNED PARTS	155.50-
HOME DEPOT CREDIT SERVICES	FEB DOOR STOP/VELCRO (CHAD)	36.83
HOME DEPOT CREDIT SERVICES	FEB LOCKER/STORAGE RACKS TRAV	270.25
HOME DEPOT CREDIT SERVICES	FEB SCOOP SHOVELS (UTILITIES)	89.96
HOME DEPOT CREDIT SERVICES	FEB WELDING HELMET (CHAD)	37.97
HOME DEPOT CREDIT SERVICES	FEB 25' TAPE MEASURE UTILITIES	51.94
LEAGUE OF MN CITIES	2022 REGIONAL SAFETY TRAINING	56.25
LOCATORS & SUPPLIES INC	FEB HYDRANT MARKERS	594.03
LOCATORS & SUPPLIES INC	FEB STREAMLIGHT BATTERY U-16	56.95
MII LIFE INCORPORATED	FEBRUARY FLEX/HSA PART FEE	19.25
OTTERTAIL GLASS COMPANY	AUG CLOSURES/REPAIRS TO DOORS	1,513.00
OTTER TAIL POWER COMPANY	DECEMBER/SERVICE-MAIL BILLS	76.34
OTTER TAIL POWER COMPANY	NOVEMBER/SERVICE-MAIL BILLS	76.35
OTTER TAIL POWER COMPANY	2022 RECYCLING DONE RIGHT	235.11
OTTER TAIL TELCOM	FEBRUARY TELEPHONE EXPENSE	161.07
PLATTE PROPERTIES II, LLC	DEP ON 3/8 SENSUS METER	60.00
PLATTE PROPERTIES II, LLC	LESS RENT	41.50-
PLATTE PROPERTIES II, LLC	LESS RENT (1 MONTH)	41.50-
PLATTE PROPERTIES II, LLC	LESS WATER USAGE 1,000 GAL	3.52-
PLATTE PROPERTIES II, LLC	LESS WATER USAGE 150 GALLONS	.53-
PLATTE PROPERTIES II, LLC	5/8 METER DEPOSIT	60.00
RMB ENVIRONMENTAL LABORATORIES	FEB 1ST 1/2 BACT. MONITORING	110.00
VARIOUS FUNDS	2020 CERTIFIED UTILITIES	35,942.29
VARIOUS FUNDS	2021 CERTIFIED UTILITIES	24,066.01
	F U N D   T O T A L	74,825.89

## Storm Water

## Storm Water

GOPHER STATE ONE CALL	JAN BILLABLE TICKETS	7.20
LEAGUE OF MINNESOTA CITIES	2022 ANNUAL MEMBERSHIP	780.00
VARIOUS FUNDS	2020 CERTIFIED UTILITIES	9,756.43-
VARIOUS FUNDS	2021 CERTIFIED UTILITIES	6,192.38-
	F U N D   T O T A L	15,161.61-

## Equipment

ARAMARK UNIFORM SERVICES	JANUARY LINEN SUPPLY	446.47
AMERICAN WELDING & GAS, INC	FEB CARBON DIOXIDE (SHOP)	73.86
AUTO VALUE - FERGUS FALLS	FEB AIR FILTER UNIT 212	24.96
AUTO VALUE - FERGUS FALLS	FEB ALL SEASON EXTENSION CORD	50.99
AUTO VALUE - FERGUS FALLS	FEB BLOWER MOTOR RESISTOR U204	22.36
AUTO VALUE - FERGUS FALLS	FEB BRAKE PAD SET UNIT 2068	119.98
AUTO VALUE - FERGUS FALLS	FEB CALIPER HARDWARE KIT U2068	8.99
AUTO VALUE - FERGUS FALLS	FEB CHAIN LUBE (SHOP)	25.98
AUTO VALUE - FERGUS FALLS	FEB CHERRY BOMB HAND SOAP SHOP	40.99
AUTO VALUE - FERGUS FALLS	FEB DEXTRON 3 TRANS FLUID 5GAL	78.99
AUTO VALUE - FERGUS FALLS	FEB DIESEL AIR BRAKE ANTIFREEZ	25.98
AUTO VALUE - FERGUS FALLS	FEB EASY OUT/GREASE FITTINGS	7.03
AUTO VALUE - FERGUS FALLS	FEB F/R PADS/ROTORS UNIT 2068	701.94
AUTO VALUE - FERGUS FALLS	FEB MERCON LV ATF UNIT 2068	65.94
AUTO VALUE - FERGUS FALLS	FEB MEYER PLOW OIL (SHOP)	11.99
AUTO VALUE - FERGUS FALLS	FEB M2T HUD HOSE/FITTINGS	162.76
AUTO VALUE - FERGUS FALLS	FEB OIL FILTER UNIT 2091	3.92
AUTO VALUE - FERGUS FALLS	FEB ON-OFF TOGGLE SWITCH	5.49
AUTO VALUE - FERGUS FALLS	FEB SCREW EXTRACTOR (SHOP)	3.99
AUTO VALUE - FERGUS FALLS	FEB SERP BELT UNIT 241	51.99
AUTO VALUE - FERGUS FALLS	FEB STOCK FUEL FILTERS	48.34
AUTO VALUE - FERGUS FALLS	FEB STOCK M2T HYD HOSE ROLL	258.00
AUTO VALUE - FERGUS FALLS	FEB STOCK OIL FILTERS	17.70
AUTO VALUE - FERGUS FALLS	FEB STOCK STOP/TAIL LIGHTS	30.98
AUTO VALUE - FERGUS FALLS	FEB ZIP TIES/BUNGEE STRAPS	33.59
BUY-MOR PARTS & SERVICE LLC	FEB AIR SWITCH NORM OPEN U-225	11.36
BANKCARD CENTER	JANUARY DIESEL ADDITIVES	397.63
BANKCARD CENTER	JANUARY DUAL FOOT BRAKE VALVE	245.80
BANKCARD CENTER	JANUARY PS-4 OIL CHANGE KIT	93.98
BANKCARD CENTER	JANUARY SAFETY SUPPLIES	1.99
BANKCARD CENTER	JANUARY SCREEN PROTECTORS	14.97

## Equipment

BANKCARD CENTER	JANUARY SHOE ASSEMBLY, RODS	58.97
BANKCARD CENTER	JANUARY WIRE SENSOR ADAPTOR	65.56
BANKCARD CENTER	JANUARY 3000-WATT CAR CHARGER	379.95
BANKCARD CENTER	JANUARY 60W HEADLIGHT	73.99
BANKCARD CENTER	2022 INSPECTION DECALS	76.50
BRIAN'S REPAIR & TIRE SERVICE	FEB SERVICE CALL BACKHOE U-279	310.00
CENTURYLINK	FEBRUARY TELEPHONE EXPENSE	194.00
COMMISSIONER OF REVENUE	2022 JANUARY SPECIAL FUEL TAX	1,263.41
COMMISSIONER OF REVENUE	JANUARY 2022 SALES TAX	122.12
DEPT. OF MOTOR VEHICLE	TABS THROUGH FEBRUARY 2024	1,732.50
FARGO FREIGHTLINER	FEB DEF SUCTION LINE U-242	141.41
JOHN DEERE FINANCIAL	FEB CHARGE ACCUMULATOR U-1182	193.75
JOHN DEERE FINANCIAL	FEB CREDIT WRONG DOOR GLASS	770.59-
JOHN DEERE FINANCIAL	FEB DEF FLUID (SHOP)	220.00
JOHN DEERE FINANCIAL	FEB FILLER CAP UNIT 299	114.56
JOHN DEERE FINANCIAL	FEB LH DOOR GLASS UNIT 627	1,370.75
JOHN DEERE FINANCIAL	JAN HYD HOSE UNIT 278	148.92
JOHN DEERE FINANCIAL	JAN HYD SEAL KIT UNIT 1182	568.91
FASTENAL COMPANY	FEB STOCK HARDWARE ORDER SHOP	158.42
FASTENAL COMPANY	FEB 3/8"X2.5" SS BOLTS U-201	8.65
GENERAL FUND	JANUARY LONG DISTANCE CHARGES	23.83
NAPA AUTO PARTS - FERGUS FALLS	FEB FLOOR DRY AT SHOP	93.52
NAPA AUTO PARTS - FERGUS FALLS	FEB FLOOR DRY/PRESS WASH HOSE	163.18
NAPA AUTO PARTS - FERGUS FALLS	FEB HYD HOSE FITTING UNIT 240	9.88
NAPA AUTO PARTS - FERGUS FALLS	FEB HYD HOSE FITTINGS U-240	20.76
NAPA AUTO PARTS - FERGUS FALLS	FEB SPRING COMPRESSOR (SHOP)	158.99
GOIN' POSTAL FERGUS FALLS	FEB SEND HYD DISPLAY OUT FOR	13.32
HOME DEPOT CREDIT SERVICES	FEB SEND RIDGID SAW FOR REPAIR	30.00
INTERSTATE BATTERY SYSTEM	FEB GROUP 49 BATTERY (STK)	156.95
INTERSTATE BATTERY SYSTEM	FEB GROUP 94 BATTERY (STK)	148.95
LAWSON PRODUCTS INC	FEB DRILL BITS/SANDING DISCS	125.44
LOCATORS & SUPPLIES INC	FEB KINCO LEATHER PALM GLOVE	16.99
LOCATORS & SUPPLIES INC	FEB SQUEEGEE/HANDLES (SHOP)	57.98
LOCATORS & SUPPLIES INC	FEB 36" SNOW PLOW MARKERS	31.10
LOCATORS & SUPPLIES INC	FEB 8 MIL NITRILE GLOVES	69.90
MII LIFE INCORPORATED	FEBRUARY FLEX/HSA PART FEE	5.64
MCMASTER-CARR SUPPLY CO	FEB THREADED ROD/ ROLBA	47.52
MINNESOTA MOTOR COMPANY	FEB WIRE TERMINALS (FAB SHOP)	9.98
MINNESOTA MOTOR COMPANY	JANUARY CAR WASHES	5.00
NORTH CENTRAL INTERNATIONAL	FEB SERVICE CALL UNIT 500	582.08
OLYMPIC SALES	FEB ASL HORIZONTAL CYL BEARING	106.98
OLYMPIC SALES	FEB GRIPPER ARM FINGER (STK)	248.94
OLYMPIC SALES	FEB JOYSTICK BUTTON SERVICE	387.09

## Equipment

OLYMPIC SALES	FEB ROLL RITE PASS SIDE U-242	662.07
O'REILLY AUTOMOTIVE INC	FEB CREDIT ON RENTED COMPRESSO	54.99-
O'REILLY AUTOMOTIVE INC	FEB RENT SPRING COMPRESSOR	54.99
OTTER TAIL TELCOM	FEBRUARY TELEPHONE EXPENSE	35.57
PERRIN MOBILE MEDICAL SERVICES	FEBRUARY RANDOM DRUG SCREEN	38.75
POLICE DEPT CONTINGENCY FUND	2082 GAS FOR LEMA	40.05
PRODUCTIVITY PLUS ACCOUNT	DEC BLOWER MOTOR UNIT 282	303.25
PRODUCTIVITY PLUS ACCOUNT	DEC CREDIT RETURNED CAB HARNES	3,130.00-
PRODUCTIVITY PLUS ACCOUNT	DEC HYPOIDE 85W140 AXLE OIL/AX	468.20
PRODUCTIVITY PLUS ACCOUNT	DEC M20 BOLTS/M24 NUT U-299	6.58
PRODUCTIVITY PLUS ACCOUNT	DEC M24 BOLTS/HARDWARE U-299	78.71
PRODUCTIVITY PLUS ACCOUNT	DEC M24 BOLTS/WASHERS U-299	160.64
PRODUCTIVITY PLUS ACCOUNT	DEC RH MIRROR UNIT 283	191.87
PRODUCTIVITY PLUS ACCOUNT	DEC TRANS ENABLE SWITCH U-283	53.73
PRODUCTIVITY PLUS ACCOUNT	FEB ACS COUPLER CYLINDER U-284	960.52
PRODUCTIVITY PLUS ACCOUNT	FEB BLOWER MOTOR U-280/ NUTS	417.29
PRODUCTIVITY PLUS ACCOUNT	FEB FAN SEAL UNIT 498	70.77
PRODUCTIVITY PLUS ACCOUNT	FEB HYDRAULIC OIL UNIT 287	180.00
PRODUCTIVITY PLUS ACCOUNT	FEB JOYSTICK VALVE SOL U-283	231.79
PRODUCTIVITY PLUS ACCOUNT	FEB REAR BUMPER PINS UNIT 287	291.50
PRODUCTIVITY PLUS ACCOUNT	FEB REAR VIEW MIRRORS/WIPER AR	447.23
PRODUCTIVITY PLUS ACCOUNT	FEB RETURN LH MIRROR/WIPER ARM	237.60-
PRODUCTIVITY PLUS ACCOUNT	FEB SNOWBLAST FAN PARTS U-498	7,011.24
PRODUCTIVITY PLUS ACCOUNT	FEB WIPER BLADES CASE LOADERS	74.00
PRODUCTIVITY PLUS ACCOUNT	FEB 3/4-10X 3.5" GRADER BOLTS	5.26
PRODUCTIVITY PLUS ACCOUNT	JAN HYD PIPE/O-RING UNIT 278	253.00
PUMP AND METER SERVICE INC	FEB CHECK SUDDEN LOSS ALARM ON	181.90
ROYAL TIRE INC	FEB 315/80R22.5 BS M870 TIRES	850.00
SHERWIN WILLIAMS CO	FEB PAINT/PAINT SUPPLIES SHOP	125.62
SWANSTON EQUIPMENT CO	FEB 500 HOUR SERVICE PARTS	477.23
ZIEGLER INC.	FEB H3 24VOLT BULBS (STOCK)	17.10
ZIEGLER INC.	FEB RH MIRROR UNIT 294	160.36
	F U N D   T O T A L	22,461.37

## Employees Insurance

ADMINISTRATOR'S CONTINGENCY FD	FEB/REFUND-OVERPAY INSURANCE	100.64
	F U N D   T O T A L	100.64



## Flexible Benefit Agency

MII LIFE INCORPORATED	2021 FLEX PLAN REIMB	100.00
MII LIFE INCORPORATED	2022 FLEX PLAN REIMB	3,503.94
	F U N D   T O T A L	3,603.94

## PEG Access

BANKCARD CENTER	4TH QTR 2021 FILING FORM 941	8.50
CHARTER COMMUNICATIONS	01/26-02/25/22 CABLE	8.89
DAILY JOURNAL	JANUARY/KIDS SCOOP-FFSP FFSS	122.00
LIQUOR STORE	FEBRUARY RENT	358.00
OTTER TAIL TELCOM	FEBRUARY TELEPHONE EXPENSE	221.07
	F U N D   T O T A L	718.46

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

BANKCARD CENTER	DECEMBER FACE BOOK ADS	49.99
BANKCARD CENTER	JANUARY BINDERS CLIPS, FLAGS	11.62
BANKCARD CENTER	JANUARY ZOOM.US	16.16
BANKCARD CENTER	MN SIPS GIFT CARD	50.00
BANKCARD CENTER	2022 SERENITY WALL CALENDAR	16.17
BANKCARD CENTER	4TH QTR 2021 FILING FORM 941	8.50
GENERAL FUND	JANUARY LONG DISTANCE CHARGES	8.03
GREENSPRING MEDIA GROUP	MNMO ONLINE AD JULY	300.00
SPRINT	FEB TELEPHONE EXPENSE	256.46
	F U N D   T O T A L	716.93

T O T A L	A L L	F U N D S	500,427.64
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BE IT FURTHER RESOLVED, THAT THE CITY ADMINISTRATOR BE, AND HE HEREBY IS AUTHORIZED AND DIRECTED TO DRAW WARRANTS FOR THE ABOVE CLAIMS FROM THE RESPECTIVE FUNDS AS HEREIN INDICATED, AND THAT THE MAYOR AND CITY ADMINISTRATOR BE, AND THEY HEREBY ARE, AUTHORIZED TO EXECUTE AND DELIVER SUCH WARRANTS.

THE ABOVE AND FOREGOING RESOLUTION WAS OFFERED AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 22 DAY OF FEBRUARY 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

2/22/2022

R E S O L U T I O N   R E C O R D

COMMISSIONER OF REVENUE	82,488.41
DEPT. OF MOTOR VEHICLE	1,771.00
MN DEPT OF LABOR & INDUSTRY	30.00
OTTER TAIL COUNTY TREASURER	122,175.39
A-1 LOCK & KEY LLC	346.56
AT&T MOBILITY	368.50
ADMINISTRATOR'S CONTINGENCY FD	1,164.44
AL'S REFRIGERATION, INC.	85.00
ARAMARK UNIFORM SERVICES	2,530.27
AMERICAN WELDING & GAS, INC	73.86
SEAN ANDERSON	428.64
ARCTIC GLACIER USA INC	58.46
ARENA WAREHOUSE LLC	2,118.00
ARTISAN BEER COMPANY	958.20
ATLAS OUTDOOR SERVICES LLC	1,000.00
AUTO VALUE - FERGUS FALLS	1,817.87
BAKER & TAYLOR INC	3,796.90
BUY-MOR PARTS & SERVICE LLC	11.36
BANKCARD CENTER	9,642.07
BARRY CONST OF FERGUS FALLS	450.00
BELLBOY CORPORATION	2,462.00
MARK BERGERUD	150.00
BEVERAGE WHOLESALERS INC	16,889.97
BEYER BODY SHOP, INC.	500.00
BOLTON & MENK INC	1,717.50
BRAUN VENDING INC	16.00
BREAKTHRU BEVERAGE MINNESOTA	4,937.17
BRIAN'S REPAIR & TIRE SERVICE	310.00
CAYAN	10,990.12
CENTRAL SPECIALTIES, INC.	17,721.00
CENTURYLINK	508.00
CHARTER COMMUNICATIONS	8.89
VIKING COCA-COLA BOTTLING CO	349.59
COOPERS TECHNOLOGY GROUP	.10
CORE & MAIN LP	6,110.50
COSSETTE ELECTRIC LLC	145.22
D-S BEVERAGES, INC.	36,894.29
DACOTAH PAPER CO	2,087.25
DAILY JOURNAL	689.88
DEMCO EDUCATIONAL CORP	87.01
DOUBLETREE PROPERTIES LLC	2,728.13
MARCIA DRECHSEL	204.01
ETHANOL PRODUCTS, LLC	441.20
FM EXCAVATING COMPANY LLC	150.00
FARGO FREIGHTLINER	141.41
JOHN DEERE FINANCIAL	1,846.30
FASTENAL COMPANY	203.72

2/22/2022

R E S O L U T I O N   R E C O R D

FERGUS CARE CENTER LLC	4,826.41
FERGUSON ASPHALT PAVING INC	1,763.35
FERGUSON WATERWORKS #2516	3,927.70
FLAHERTY & HOOD, PA	280.00
GALLS LLC	574.08
GENERAL REPAIR SERVICE	38.27
NAPA AUTO PARTS - FERGUS FALLS	542.47
GOIN' POSTAL FERGUS FALLS	26.64
GOODIN COMPANY	675.43
GOPHER STATE ONE CALL	21.60
GRAND FORKS FIRE EQUIPMENT LLC	43.35
GREENSPRING MEDIA GROUP	300.00
HOME DEPOT CREDIT SERVICES	538.60
HOME BUILDERS ASSOCIATION	80.00
HOOPLA	849.38
INTERSTATE BATTERY SYSTEM	305.90
INTERSTATE ENGINEERING INC.	23,092.36
JACKSON FAMILY TRUCKING LLC	57.50
JOHNSON BROTHERS LIQUOR CO	5,552.63
CHRIS JOHNSON	132.54
TODD KING	250.00
KNUTSON ELECTRIC REBUILDING	380.00
LHR HOSPITALITY MANAGEMENT	6,385.42
LAKE REGION ELECTRIC COOP	2,869.02
LAKE REGION HEALTHCARE CORP	171.00
LAWSON PRODUCTS INC	125.44
LEAGUE OF MINNESOTA CITIES	780.00
LEAGUE OF MN CITIES	225.00
LOCATORS & SUPPLIES INC	954.89
VICTOR LUNDEEN COMPANY	24.16
MII LIFE INCORPORATED	3,845.94
MPH INDUSTRIES, INC	88.28
MARCO TECHNOLOGIES LLC	1,045.00
MAVERICK WINE LLC	586.00
MCMASTER-CARR SUPPLY CO	47.52
MEDTOX LABORATORIES INC	62.82
MIDWEST PRINTING COMPANY	75.00
MN FIRE SVC CERTIFICATION	120.00
MINNESOTA MOTOR COMPANY	14.98
MN STATE COMMUNITY & TECH COLL	140.00
MINNKOTA ENVIROSERVICES INC	66.00
MOTOROLA SOLUTIONS INC	611.00
RYAN MUCHOW	196.00
NARDINI FIRE EQUIPMENT CO INC	350.00
NEW HORIZONS ENERGY	2,821.87
NICE THREADS CUSTOM EMBROIDER	282.00
NORTH CENTRAL INTERNATIONAL	582.08

2/22/2022

R E S O L U T I O N   R E C O R D

NORTHSTAR BEHAVIORAL HEALTH	17,810.15
NYCKLEMOE & ELLIG, P.A.	10,096.00
OFFICE OF MNIT SERVICES	274.48
OLYMPIC SALES	1,405.08
OTC HUMANE SOCIETY INC	387.00
OTTERTAIL GLASS COMPANY	4,894.71
OTTER TAIL POWER COMPANY	4,520.49
OTTER TAIL TELCOM	2,270.10
OUTSTATE BREWING COMPANY	608.00
PERRIN MOBILE MEDICAL SERVICES	385.75
WILLIAM PETERSEN	1,900.00
PHILLIPS WINE AND SPIRITS CO	3,798.87
PLATTE PROPERTIES II, LLC	26.09
POLICE DEPT CONTINGENCY FUND	201.85
POLICE DEPT PETTY CASH	10.56
POSTAGE BY PHONE	3,000.00
PREMIER CARBIDE SAW & TOOL INC	90.32
PRODUCTIVITY PLUS ACCOUNT	7,837.98
PUMP AND METER SERVICE INC	181.90
RMB ENVIRONMENTAL LABORATORIES	418.00
ROYAL TIRE INC	850.00
SHERWIN WILLIAMS CO	125.62
SKY CREW SERVICES, LLC	5,500.00
SOUTHERN GLAZER'S OF MN	15,073.17
SPEE DEE DELIVERY SERVICE INC	96.29
SPRINT	256.46
SUMMIT COMPANIES	1,220.56
SWANSTON EQUIPMENT CO	507.92
TAFT STETTINIUS HOLLISTER LLP	8,510.02
UGSTAD PLUMBING, INC.	297.50
USA BLUEBOOK	117.91
VERIZON WIRELESS	1,088.93
VIKING LIBRARY SYSTEM	24.65
WIMACTEL INC	132.00
TOTAL OTHER GOVERNMENT	206,464.80
TOTAL OTHER VENDORS	293,962.84
TOTAL ALL VENDORS	500,427.64



## Council Action Recommendation

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Page 1 of 2

**Meeting Date:**

2/7/22

**Subject:**

Aquatics Center Project

**Recommendation:**

Resolution accepting Bolton and Menk's proposal for the Aquatics Center Project in a lump sum amount not to exceed \$37,135

**Background/Key Points:**

The City of Fergus Falls hired USAquatics in 2017 to complete an Aquatic Amenity Feasibility Study. This study looked at whether a facility in Fergus Falls is feasible and also looked at proposed revenue and expenditures related to an identified facility. Further, they conceptually designed a facility and estimated capital costs related to the build out. Based on their project estimate, the City went to the Legislature to get authorization to put this question on the ballot for a Local Option Sales Tax. The Legislature approved this request in the 2021 session, giving authorization for the City to collect up to \$7.8 million for this project if the local voters approved the project.

In October 2021, the City hired Bolton and Menk's sub-consultant team consisting of 292 Design Group, Ballard\*King & Associates, and Reengineered, Inc. to review the work done by USAquatics, looking for a second set of eyes and also given the time that elapsed (missed legislative session/general election due to COVID) to ensure the numbers were accurate.

Bolton and Menk found that the estimated project costs in the previous report were significantly low, they also found that revenues were overstated and expenditures appear low. More information can be found in the attached proposal.

Bolton and Menk is estimating that the proposed project that received \$7.8 million in legislative authorization would now cost around \$12.6 million due to inflation and the current construction environment.

In consultation with Bolton and Menk and their sub-consultants, we are determined that additional information will be needed to be ready for a November ballot question. The proposal before you today would look at the following:

Prepare 3 options for study and compare positives and negatives of each option:

Option One: Design that fits within the original \$7.8 million budget

Option Two: Design mid-sized option with a budget between \$9 and \$11 million

Option Three: Original Option prepared by USAquatics

Knowing what these three options look like, the Council can decide if the \$7.8 million is sufficient, if additional Legislative authorization may be necessary or if the expense is too high.

For each of these three scenarios, we will get a proposed layout and cost estimates.

If it's determined that we want to proceed with an option other than option one, we will need to get additional legislative approval. The intent would be to get that during this session and be prepared for the November 2022 election. If we miss this election, we can't put this on the ballot until 2024. Bolton and Menk is dedicated to working fast on these deliverables, in the event we determine we need to ask the Legislature for additional authorization.

Our lobbyist has been in contact with the chair of the House Tax Committee and he indicated that we aren't the only City that is having challenges with these projects due to inflation.

The proposed cost for this work from Bolton and Menk is \$37,135. This work would get us to a point where we have all the necessary information and renderings for the public to be able to make a sound decision if this topic is on the ballot.

**Budgetary Impact:**

\$37,135... this would be funded through the sales tax if successful, otherwise a funding source would need to be identified

**Originating Department:**

Administration

**Respectfully Submitted:**

Andrew Bremseth, City Administrator

**Attachments:**

Bolton & Menk Proposal



Real People. Real Solutions.

2040 Highway 12 East  
Willmar, MN 56201-5818

Ph: (320) 231-3956  
Fax: (320) 231-9710  
Bolton-Menk.com

February 3, 2022

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

Re: Aquatics Center  
City of Fergus Falls, Minnesota  
BMI Project No. 0W1.125961

Dear Brian,

As we have discussed, our team has reviewed the Aquatic Amenity Feasibility Study prepared by USAquatics, dated November 20, 2017. Generally, our findings were as follows:

1. Age and income are two determining factors that drive participation for recreation activities, and the demographics section of the USAquatics report was missing several key elements.
2. The estimated \$6.4M project costs in the USAquatics report are significantly low. In our opinion, the aquatic center described in the USAquatics report is likely around \$12.6M in today's construction environment.
3. The estimated operating costs also appear low, and the estimated revenues appear overstated. It's anticipated that the proposed aquatic center will require some level of financial support.
4. A more compact, simpler layout of the proposed aquatic center may be more appropriate, and would help reduce construction and operations costs.

Based on these findings, and our discussion with the Aquatics Committee, we do not recommend proceeding with Task 2 as described in our October 2021 proposal. Rather, we recommend revising the scope of the aquatic center to reduce costs while still meeting the City's aquatic center goals. To accomplish this, our team proposes to complete the following tasks:

1. Prepare 3 options for study and compare positives and negatives of each option:
  - Option One: Design that fits within the original \$7.8 million budget
  - Option Two: Design mid-sized option with a budget between \$9 and \$11 million
  - Option Three: Original Option prepared by USAquatics
2. Program, Design and Draw Options 1 and 2  
Concept site plan with aquatic features and bath house for each option to fit within their designated budgets.
3. Prepare cost estimate for Options 1 and 2.  
Conceptual cost estimates for each with estimated 2023 costs and appropriate contingencies.
4. Prepare presentation to Aquatics Committee of each of the three options.



Name: Mr. Brian Yavarow

Date: February 3, 2022

Page: 2

5. Develop Option selected to move forward. Including more detailed drawings and detailed cost estimate with current costs prepared by Aqua Logic and RJM Construction.
6. Review selected option with Ballard King for operations and revenue projection.
7. Prepare presentation drawings for the selected options including 2 rendering of proposed design.
8. Prepare final presentation to Aquatics Committee and Fergus Falls City Council.
9. Prepare final report.

As mentioned above, we recommend removing the scope and fee described in Task 2 of our original proposal, and proceeding with the tasks outlined above. We propose to complete this revised scope of work for a Lump Sum amount, not to exceed \$37,135.

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

Sincerely,

**Bolton & Menk, Inc.**



**Kent Louwagie, P.E.**

Principal Engineer