



City Council Agenda
April 4, 2022
5:30 pm in the City Council Chambers

Invocation – Eric Uggerud, Cornerstone Church
Pledge of Allegiance

- A. Call to Order
- B. Roll Call
- C. Approval of the Agenda
- D. Public Hearings
 - 1. Public hearing for housing tax rebate at 1382 Lenore Way
 - a. Resolution approving housing tax rebate for 1382 Lenore Way as requested by Robert Nordick
- E. Awarding of Bids
 - 1. PI 9349, the Airport Runway, Taxiway & Apron Crack Fill/Joint Repairs Project
 - a. Resolution awarding the construction services contract for PI 9349 to National Sealant & Concrete in the amount of \$320,918 contingent upon the receipt of a State/Federal Grant offer
 - b. Resolution accepting SEH's professional services proposal for construction administration in the amount of \$40,000
 - c. Resolution authorizing the submission of a State/Federal Grant offer for PI 9349
 - d. Resolution authorizing the facilitation of an AIP Entitlement transfer from Walker Municipal Airport in the amount of \$50,000
- F. Petitions and Communications
- G. Consent Agenda
 - 1. Motion approving the minutes from the March 21, 2022 City Council meeting and the March 30, 2022 Committee of the Whole meeting
 - 2. Motion approving licenses
 - 3. Motion directing the City Attorney to make City Code amendments to Section 32.28, Chapter 113 and Section 32.26, 35.57, 52.19 and 53.05
 - 4. Resolution authorizing the addition of a commercial solar field project fee to the 2022 fee schedule
 - 5. Resolution initiating PI 5353, the 2022 mill and overlay improvement project and order plans and specifications.
 - 6. Resolution initiating PI 5354, the 2022 seal coat improvement project
 - 7. Motion directing the City Attorney to draft an ordinance amending the zoning map from R-4, Multiple Family Residence District to B-2, Service Business District, for a portion of the property at 432-438 Western Avenue as requested by SW Properties, LLC and recommended by the Planning Commission
 - 8. Resolution approving a variance for the proposed parcel consolidation at 1203 W Lincoln Avenue to create a parcel not meeting the minimum setback and lot size requirements in a

B-6 zone as requested by Make An Impact, LLC and recommended by the Planning Commission

9. Resolution entering into a Letter of Intent with Fergus Falls Law LLC to purchase lots located within Adams Park
10. Resolution cancelling the Purchase Agreement with River's Edge Investments, LLC for the city owned parking lot adjacent to the former ShopKo site
11. Resolution authorizing the purchase and installation of a walk-in refrigeration unit at the Bigwood Event Center and approving a corresponding budget adjustment
12. Resolution accepting the Westridge Second Addition Development Contract

H. Ordinance and Resolutions

1. First reading of Ordinance 26, Eighth Series, Amending City Code Section 32.28, Chapter 113 and Section 32.26, 35.57, 52.19 and 53.05
2. Second reading of Ordinance 21, Eighth Series, Amending the zoning map from I-2 to B-3 as requested by the Flour Mill (Kevin Bartram)
3. Resolution approving Development Agreement between the City of Fergus Falls and Prairie View Development, LLC
4. Resolution adopting the final cost assessment for PI 5958, Campus View Estates Development
5. Resolution accepting Stantec's professional services agreement for PI 9508, the RTC Phase 3 design in the amount of \$141,600 and ordering the project plans and specifications
6. Resolution authorizing entering a contract with WSB and their sub-consultant Moore Engineering for strategic planning services

I. Presentation of Claims \$926,584.80

J. Board, Committee and Department Reports

K. Reports from Staff and Administrative Officers

L. Old Business/Unfinished Business

M. New Business

N. Miscellaneous Announcements

April 13	7:00 am	Committee of the Whole meeting
April 18	5:30 pm	City Council meeting
April 27	7:00 am	Committee of the Whole 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:

April 4, 2022 – City Council

Subject: Tax Abatement Agreements- Housing Rebate Program

Recommendation: Following a public hearing, approve a tax rebate for 1382 Lenore Way and allow City officials to sign a tax abatement agreement with Robert Nordick.

Background/Key Points: The purpose of the Tax Rebate Program is to encourage the construction of new primary residence single and two-family housing units and encourage the replacement of dilapidated housing structures in Fergus Falls. This application is for a new single-family home with an estimated project valuation of \$310,000.

Budgetary Impact: Any person who files application materials for new primary residence single and two-family housing units between Jan 1, 2020 and Dec 31, 2024 may be eligible to receive a 100% rebate of Fergus Falls' share of increased real estate taxes as a result of building a new home for a period of up to 5 years or up to \$5,000, whichever is met first.

Originating Department: Community Development

Respectfully Submitted:

Klara Beck, Community Development Manager

Attachments: Tax Rebate Program Application

OTTER TAIL COUNTY - MINNESOTA HOUSING TAX REBATE APPLICATION

(Application Period 1/1/2020 through 12/31/2022)

Property Owner / Applicant: Robert Nordick 56537

Current Address: 220 West Hilltop Drive Fergus Falls, MN.

Telephone: 218-739-2774 E-Mail: rh.nordick@yahoo.com

Are property taxes current? Yes No Anticipated Construction Start Date (as defined below): 5-1-22

Proposed Project: New Construction Replacement of housing unit

Project Type: Single Family Two Family

Project Address (if available): 1382 Lenoreway Fergus Falls, MN 56537

Parcel Number: 71-002-99-1947-000 Estimated Project Valuation: \$ 310,000

Applicant Statement:

(Please provide a statement as to why you are requesting an abatement of property taxes.)

TO HELP MAINTAIN FUTURE TAX BASE AND
PROVIDE NEW AFFORDABLE HOUSING &
IMPROVE LIVING STANDARDS IN THE COUNTY.

Attach site plan with location of house, parcel information and parcel number. (Include letter of consent from property owner if subject to purchase agreement.)

I / We as applicant(s) for the Housing Tax Rebate certify that no construction has begun or will begin prior to the taxing authority's decision on my/our application. For the purposes of this provision, construction shall include the installation of footings, slab, foundation, posts, walls or other portions of a building. Site preparation, land clearing or the installation of utilities shall not constitute construction.

I / We as applicant(s) for the Housing Tax Rebate submit this application having read the policy and understand the provisions as outlined including, but not limited to, the potential of a partial abatement in year one, construction must commence within one year of the approval, assessors cannot be refused access to the property for assessment purposes and the abatement is awarded following full payment of real estate taxes due annually.

Robert Nordick 2/24/22
Construction Certification Signature Date

Robert Nordick 2/24/22
Signature of Applicant(s) Date

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

FOR OFFICE USE ONLY: ELIGIBLE / APPLICABLE APPROVALS

Otter Tail County _____ Date: _____

City or Township of _____ Date: _____

Disclaimer: Each taxing entity makes its own decision on approval or denial of application for tax rebate. Applications must comply with all requirements of the policy/program as outlined in the policy/program guidelines and build within allotted timeframe or tax rebate offer will be automatically terminated. Building cannot start until such time as all taxing entities have approved and written authorization is provided.

Please submit completed application with attachments to:

Otter Tail County Community Development
520 West Fir Ave, Fergus Falls, MN 56537
or: cda@co.ottertail.mn.us



Fergus Falls
LOT 5 Block 2
JENSEN'S Countryside
4th. A d d n

LENORE WAY 97'

1382 Lenore Way

Parcel # 71002991947000
SECT. 26 TWP-133
RANGE-043

85'

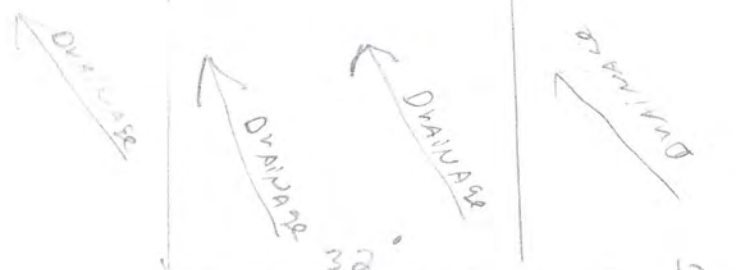
95'

22' DRIVEWAY

98.5'

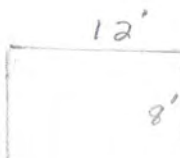
100'

SCALE
1/16" = 1 FT



99.2' 99.2'

24' SALVAGE



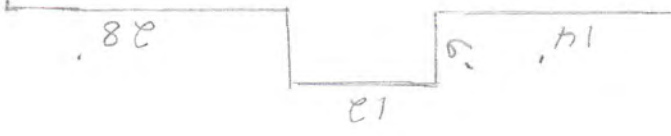
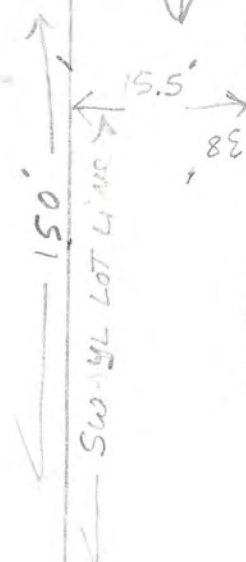
15.5'

54'

150'

House ELEVATION 99.2'

NORTH



54'

DRAINAGE

DRAINAGE

94'

EAST



Council Action Recommendation

Page 1 of 2

Meeting Date:

March 21, 2022 – City Council

Subject:

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

Recommendation:

- Award the construction services contract to National Sealant & Concrete in the amount of \$320,918.00 contingent on receipt of a State/Federal Grant offer.
- Accept SEH's professional services proposal for construction administration in the amount of \$40,400.00
- Authorization to submit a State/Federal Grant offer for PI 9349
- Authorization to facilitate an AIP Entitlement transfer from Walker Municipal Airport in the amount of \$50,000.00

Background/Key Points:

On March 29, 2022 at 2:00 PM bids were opened electronically by SEH and City staff. Three (3) bids were received at the time of the opening. National Sealant & Concrete submitted the lowest bid in the amount of \$320,918.00. The Engineer's Opinion of Probable Costs was \$270,000.00. SEH and City staff have evaluated the bidding documents and has determined National Sealant & Concrete's to be responsive.

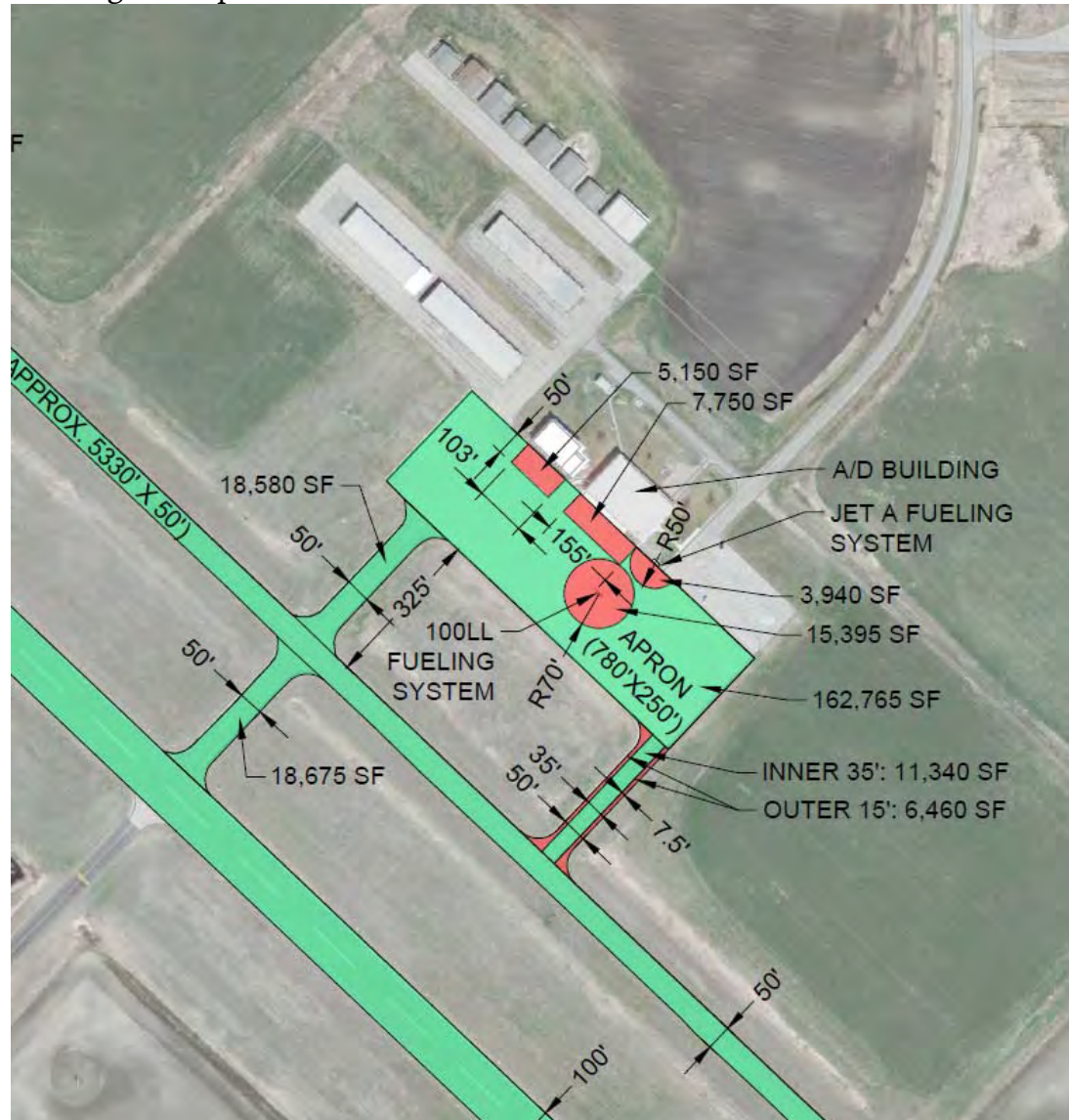
Now that all estimated costs are known, SEH and Staff will prepare the State/Federal grant application per AIP requirements. The final grant application submission is April 11, 2022. The final grant offer will be presented to this Council once received for final approval.

Budgetary Impact:

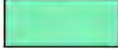

Pursuant to Federal AIP guidelines the FAA will only fund specific portions of this project at 90%. The remaining 10% will be split between the State and City at 5% each. All remaining non-eligible FAA portions will be funded with State assistance at 70%. The remaining 30% considered Local share. For example, the South apron taxilane is 50-feet in width however, FAA AIP guidelines allows funding for the center 35-feet at 90% (90/5/5 ratio). The remaining 15-feet will be funded with the State at a 70/30 ratio. Please refer to the first attachment for the estimated final budget table reflecting the funding share matrix.

Additionally, Fergus Falls has an Entitlement balance of \$300,000.00 and the ability to borrow other AIP funds from another Airport such Walker Municipal Airport. This type of AIP fund transferring is an acceptable State-wide practice. In 2017, Fergus Falls borrowed \$300k (+) from three Airports to assist with the procurement of a new Airport plow/blower.

Funding Participation Exhibit



Legend

-  FEDERAL AND STATE ELIGIBLE
1,126,695 SF (96.68%)
-  STATE ELIGIBLE
38,095 SF (3.32%)



Originating Department:
Engineering Department

Respectfully Submitted:
Brian Yavarow, P.E. - City Engineer

Attachments:
PI No. 9349 – Budget

Estimated Project Budget

		Federal	MnDOT		Local	
Item	Estimated Total Cost	Federally Eligible Amount (90/5/5)	State Eligible Amount (90/5/5)	State Eligible Amount (70/30)	Local Eligible Amount (90/5/5)	Local Eligible Amount (70/30)
Schedule A	\$ 290,735.50	\$ 261,661.95	\$ 14,536.78	\$ -	\$ 14,536.78	\$ -
Schedule B	\$ 30,182.50	\$ -	\$ -	\$ 21,127.75	\$ -	\$ 9,054.75
Eng. Final Design	\$ 23,600.00	\$ 20,539.08	\$ 1,141.06	\$ 545.16	\$ 1,141.06	\$ 233.64
Eng. Const. Admin.	\$ 40,400.00	\$ 35,160.12	\$ 1,953.34	\$ 933.24	\$ 1,953.34	\$ 399.96
City Admin	\$ 1,000.00	\$ 870.30	\$ 48.35	\$ 23.10	\$ 48.35	\$ 9.90
	\$ 385,918.00	\$ 318,231.45	\$ 17,679.53	\$ 22,629.25	\$ 17,679.53	\$ 9,698.25
		\$318,231.45	\$40,308.78		\$27,377.78	

City Council Minutes
March 21, 2022

The Fergus Falls City Council held a regular meeting on Monday March 21, 2022 at 5:30 pm in the City Council Chambers. John Juhl of Stavanger Church gave the invocation and the Pledge of Allegiance was recited. Council members in attendance were Hagberg, Kvamme, Rufer, Thompson, Gustafson and Hicks. Arneson and Fish were absent.

Approval of Agenda

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

PI 5958 Final Cost Hearing

PI 5958 is the Campus View Estates Development project. It consists of new construction of the sanitary sewer, water main, storm sewer with pond, sewer and water services and bituminous street on Campus Drive: Union Avenue to Park Street. There is also new construction of sewer and water services on Park Street near the intersection of Hillside Avenue. The interest rate is 4.5% over 20 years and the overall cost is \$1,656,000. The financing is TIF bonds, secured by deferred special assessments and current deferred special assessments for a total of \$1,656,000. In accordance with the pending Developer's Agreement, these special assessments will initially be deferred and activated on the following schedule or upon construction, whichever comes first: 2024- three twin homes (6 units); 2025-three twin homes (6 units); 2026-3 twin homes (6 units); 2027-3 twin homes (6 units); 2028-3 twin homes (6 units); 2029-3 twin homes (6 units). The public hearing opened at 5:36 pm. As no one appeared, the hearing was closed. The council action to adopt the assessment will be taken on April 4 contingent upon accepting the Developer's Agreement between the City and Prairie View Development, LLC.

PI 5958, Bid Award

Bids were opened for PI 5958, the Campus View Estates Development project. The low bid was received from Central Specialties in the amount of \$1,070,620.75. Construction is expected to begin this spring with final completion in the spring of 2023. Hagberg offered **Resolution #61-2022** awarding the construction services contract for PI 5958, the Campus View Development to Central Specialties, Inc. in the amount of \$1,070,620.75 contingent upon City Council approval for the adoption of the final assessment rolls for PI 5958 and accepting the Development Agreement between the City of Fergus Falls and Prairie View Development, LLC as scheduled for consideration at the April 4, 2022 City Council meeting. The resolution was seconded by Thompson and was adopted.

Conservation Partner of the Year Award

Neil Powers, representing the Fergus Falls Wetlands Management District commented on the valued partnerships that benefit people, wildlife and the outdoors. He announced the City of Fergus Falls has been awarded the 2021 Conservation Partner of the Year Award. He reviewed the city's various projects, ordinances and efforts to promote community awareness of the environment. He also presented an award to Mayor Schierer for his efforts to create a culture of awareness of pollinators, including the Mayor's Monarch Challenge and the Pollinator Friendly designation.

Update on Downtown Riverfront Project

Grant Kuper of Bolton and Menk provided an update on the Phase II Downtown Riverfront project. Phase II will include a splash pad, parking lot, public art, multi-use trail, plaza area, and accessible restrooms. The site improvements for Phase II are estimated at \$3.67 million. A pedestrian bridge is included in the plans to connect the improvements to the other side of the river. Early in the planning process, the Project Management Team requested Bolton and Menk to vet out bridge enhancement options, which led to splitting the contracts for Phase II improvements from the bridge so the site improvements were not delayed. Two options were reviewed for the bridge and site work. The first is a basic prefabricated bridge with options for enhancements to the railing and the second is a signature bridge with spiral arches and cladding. The total project costs were shared as:

	<u>Phase 2 site</u>	<u>Bridge costs</u>	<u>Total cost</u>
Phase 2 site with a basic bridge	\$3.67 million	\$832,000	\$4.50 million
Phase 2 site with signature bridge	\$3.67 million	\$1.22 million	\$4.89 million

Mayor Schierer said a local manufacturer approached the city with an idea for enhancements to a prefabricated bridge and the price for the signature bridge was too cost prohibitive for the city to pursue. Kuper spoke about the original project estimate of \$2.1 million two years ago and the current \$4.50 million cost. Adding the public restrooms, retaining walls, soil conditions, utilities, raingardens and eliminating the sewer crossing to the east side of the Mill Street Bridge contributed to the higher cost, as did inflation, materials and construction costs. The actual costs will be known once the project goes out for bid. Kuper reviewed the project timeline and shared if the council awards the contract, the project would be substantially complete in the fall of 2022 with final project completion in the summer of 2023.

Kvamme confirmed the city is not looking at the signature bridge due to the higher cost but stated his personal preference is the design of the signature bridge. Schierer said there will be alternates in the bidding process and the local manufacturer is still able to bid on the project and there could be opportunities at a later time to make enhancements to the bridge. Hicks was concerned with the total project cost of both phases over \$8 million and he requested an update on the expenditures and funding sources to date. He hears from residents who are frustrated the city is spending so much money on this project when the streets are in poor condition. He understands the need to balance enhancements to the community against basic maintenance and asked if the parking lot lines can be widened.

John Strauch, 519 W Vasa Ave, agreed prices have risen significantly over the past few years, but questioned the purpose of the bridge. He felt the city should instead focus on relocating the sewer pipe further west to allow more recreational use of the river and prevent ice damage in the winter months. He asked if the project is necessary and the best use of taxpayer funds in light of the other needs of the community including street maintenance and infrastructure needs.

Consent Agenda

The following items were approved under **Resolution #62-2022** by Rufer: Motion approving the minutes from the March 7, 2022 City Council meeting. Motion approving the following licenses: Mechanical J-Tech Mechanical, Hebron Brick Company; Excavator Consolidated Communications Enterprises Services; Minnesota Lawful Gambling Permit for Ducks Unlimited Fergus Falls Chapter raffle on April 20 at the Bigwood Event Center, Fergus Falls Rotary Foundation for raffle on May 18 at the YMCA; Demo/Hauler of Building Waste, Junk Dealer and Metal Recycling for Sigelman Steel & Recycling; Chicken Permit Corey Nebbleling. **Resolution #63-2022** approving PERA declaration

on dual position fire fighters, **Resolution #64-2022** authorizing the city's 150th anniversary celebration event be added to the list of 2022 community festivals. **Resolution #65-2022** approving budget adjustments. **Resolution #66-2022** accepting a \$1,000 gift card from Home Depot for the Fergus Falls Fire Department. **Resolution #67-2022** setting a final cost hearing for PI 6077, the 2021 sidewalk improvements for April 18, 2022 at 5:30 pm in the City Council Chambers. **Resolution #68-2022** declaring surplus property and authorizing its disposal. The resolution was seconded by Thompson and was adopted.

Ordinance 21, Eighth Series

Ordinance 21, Eighth Series, Amending the zoning map from I-2 to B-3 as requested by the Flour Mill (Kevin Bartram) was introduced by Kvamme and declared to have its first reading.

Ordinance 24, Eighth Series

Ordinance 24, Eighth Series, Amending Chapter 154.002 definitions was adopted by a roll call vote.

Ordinance 25, Eighth Series

Ordinance 25, Eighth Series, City wards and precincts was adopted by a roll call vote.

US Bike Route 20

Hicks offered **Resolution #69-2022** expressing support for US Bike Route 20, which was seconded by Gustafson and was adopted.

PI 9148, DeLagoon Improvement Project

The city purchased the property for city parkland from Benjamin DeLagoon in 1970 and 1971. The main park area had four softball fields, a restroom/concessions facility and the campground. In the 1990's, two more softball fields were added and the American Legion donated funds for the baseball stadium. Recently a playground, 27 hole disc golf course, archery range and BMX track have been added. In 2021, the MN DNR reconfigured the parking lot and made improvements to the boat launch. The proximity of the Central Lakes Trail truly makes DeLagoon a regional park. Due to age and use, the facility is "tired" and the campground is out of compliance as it does not have adequate sanitization or storm shelter facilities. The campground is also lacking the electric capabilities for bigger campers/motorhomes. In 2014 the city adopted a DeLagoon Campground Master Plan. The city has been authorized by the state legislature to seek voter approval for a sales tax to make improvements at DeLagoon Park. The project would include removing and replacing the lighting system at five softball fields and two baseball fields and constructing new lighting for the four soccer fields. The current concessions/restroom building would be removed and replaced and a new concessions/restroom facility would be built for the soccer fields. Sewer and water extensions would be made to the soccer field and softball complex. The perimeter, backstop and dugout fencing would be replaced at four softball fields and at both baseball fields. New fencing would be constructed around the perimeter of the soccer field complex, around the BMX track and archery range. Bolton and Menk has submitted a proposal to update the DeLagoon Campground Master Plan and provide cost estimates for the other proposed improvements within the park. They would revise the project scope to fit the \$5.2 million budget and provide visual graphics to share with the public prior to the vote. The final product would be delivered to the city by April 30 and their proposed fee for this work is \$7,000. Rufer offered **Resolution #70-2022** initiating PI 9148, the DeLagoon improvement project and authorize entering into an engineering services agreement with Bolton & Menk Inc., which was seconded by Hagberg and was adopted.

Resolution of Accounts

Hagberg offered a resolution authorizing the payments and claims in the amount of \$812,753.67, which was seconded by Gustafson and was adopted.

The meeting adjourned at 6:14 pm

Lynne Olson

DRAFT

Committee of the Whole Meeting
March 30, 2022

The Fergus Falls City Council met as a Committee of the Whole on Wednesday March 30, 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: Hagberg, Kvamme, Rufer, Thompson, Arneson, Hicks and Fish. Gustafson was absent.

Otter Tail County Historical Society Director Chris Schuelke reminded the council of the commemorative 150th anniversary council meeting taking place tonight at 5 pm.

Visit Fergus Falls Annual Report

Jean Bowman provided an update on Visit Fergus Falls. Bowman is the only staff member. There are 12 board members of this private, non-profit organization that was founded in 1990. Funding for Visit Fergus Falls comes from the city's hotel lodging tax. The city takes 3% to perform fiscal host and administrative responsibilities and the remaining funds are used to promote Fergus Falls as a travel destination. Their primary focus is attracting overnight travelers and getting "heads in beds". Their target audience is travelers coming over 100 miles to visit Fergus Falls. In 2020 when COVID-19 restricted traveling, the organization brought in \$91,001. In 2021, they received \$138,808 in lodging taxes. Visit Fergus Falls works closely with the hospitality industry and studies show that every \$1 invested in the community leads to \$180 in local spending and \$18 in state and local tax revenue. Last year's return on investment was \$25 million in local sales. Bowman commented on the organization's targeted advertising, involvement in the community and the tourism efforts offered by Explore Minnesota.

Commercial Solar Field Fees

Building Official Jason Schuetzle proposing adding a flat fee of \$4,500 for commercial solar fees to the city's fee schedule. This would replace the valuation estimate which is too cost prohibitive for many projects to move ahead. The fee would cover the city's time for inspections as well as the \$1.00 fee to the State of Minnesota. A motion and second were made by Hicks and Thompson to recommend the council add a commercial solar fee of \$4,500 to the city's 2022 fee schedule and the motion carried.

Board and Commission Updates

Community Development Manager Klara Beck presented three staff recommended changes to the city's boards and commissions. She suggested the Airport Advisory Board and Sister City Commission be removed from the City Code and the Natural Resources Advisory Board be incorporated into the City Code. All of the members of the Airport Advisory Board have resigned and are exploring other options to support the airport. The Sister City Commission could meet as needed. Adding the Natural Resources Committee to the City Code would provide more options for public meetings and a staff liaison for the group. A motion and second were made by Hicks and Arneson to recommend the council direct the City Attorney to make the proposed amendments to City 32.28 and 32.26 and the motion carried.

Taxicab Ordinance

Chief of Public Safety Kile Bergren brought forward a recommendation the city repeal City Code Chapter 113, Small Vehicle Passenger Service. The city's taxicab ordinance went into effect in 1915

and the changes in technology and commerce have evolved significantly. Without the city's regulation of this industry, it would provide opportunities for others, such as Uber, Lyft to offer transportation services. There are two businesses with taxicab licenses and these businesses would be encouraged to continue operations, as transportation is an important need in the community. Any passenger service would have to comply with safety and insurance specifications as outlined in state law. A motion and second were made by Fish and Hagberg to recommend the council direct the City Attorney to repeal City Code Chapter 113, small vehicle passenger service, and the motion carried.

City Code Amendments

Public Works Director Len Taylor asked the council for additional City Code amendments. Sections 151.001 and 35.57 would be changed to provide consistency in requiring snow and ice be removed from sidewalks within 24 hours. Section 51.42C dealing with refuse removal from the State Hospital is outdated and can be repealed. Section 53.05 was changed in 2015 and was recommended to be amended. The code currently put the responsibility of maintaining the portion of a private sewer line, lying within the city's right of way, on the city. The city has no control over what is introduced into to the pipe from within the building. Since the ordinance was changed in 2015, the city has spent over \$50,000 to maintain, excavate or report that portion of pipe in the right of way on services throughout the city. If it is determined, by a qualified individual, that the service pipe failed or was plugged due to misuse by the occupants of the house or building, all costs incurred by the city in maintaining or repairing the service pipe shall be the responsibility of the property owner. If a boulevard tree is responsible for the damage, the city could still be responsible for the maintenance and repair. After a number of questions and clarifications, a motion and second were made by Hagberg and Kvamme to recommend the council direct the City Attorney to make the amendments to the aforementioned sections of the City Code and the motion carried.

Downtown Riverfront Project

The council was asked to take action today on the request to accept the project plans and specifications and authorize the advertising of bids on PI 9767, the Downtown & Riverfront Project Phas-East Block Site Improvements. Grant Kuper from Bolton and Menk spoke about the proposed project cost of \$2,600,000 for the East Block improvements and said the actual costs will not be known until the project bids are received. There are five bid alternates in the bid package:

1. Re-route the sanitary sewer from the River Inn to the Downtown Riverfront Project, Phase II sewer system, eliminate the existing sewer crossing over the Otter Tail River, just west of the Mill Street bridge
2. Sewer, water and electric hookups in the new parking lot
3. Landscaping irrigation system
4. Picnic tables
5. Art installation foundations, the quantity would be adjusted to coordinate with the final location of art installation

Questions regarding the sewer pipe that serves only the River Inn would be buried, not above ground and the clarification this is not the larger sewer pipe that provides service to the south side of the city were addressed. Rufer offered **Resolution #71-2022** accepting the project plans and specifications and authorizing the advertising of bids for PI 9767, which was seconded by Hagberg and was adopted, with Hicks voting in opposition.

PI 9508, RTC Preservation Phase 3

At the February 22 City Council meeting, Fergus Falls School Superintendent Jeff Drake said the School Board is committed to building a new elementary school and they would like to explore the possibility of building the school on the RTC grounds. They would be interested in the possibility of incorporating the tower into the plans. On February 22, 2022 staff was directed to revise the work scope for Phase III to only include tower restoration. Yesterday the school responded their assessment showed the renovation of the tower and demolition of other structures would be too cost prohibitive to pursue. They are however, still interested in constructing a new elementary school on the site. The council was asked how they want staff to proceed in light of the school's decision. They could move forward with the original project scope of using the remaining \$1,714,895.75 in state grant funds to preserve portions of the tower building as well as addressing air quality issues, security and window projects in the E and W attached structures. The second option would be a continued focus on expending the remaining state grant funds to address the air quality, mechanical and electrical needs of the tower only. There were questions about the grant eligibility of the work items and the approval of SHPO for this work. It was suggested the conversation be tabled until Monday when the City Engineer and representative from Stantec could be available to answer the council's questions. City Administrator Andrew Bremseth reminded the council the funds must be expended by June 30, 2023 in order to be reimbursed. That would require the work to be completed during this upcoming building season. Kvamme expressed his opinion the council approve the original scope of work to address needs the water and mold issues for multiple buildings on the RTC campus.

PI 5353 and PI 5354, 2022 Projects

PI 5353 is the 2022 mill and overlay project improvements and PI 5354 is the 2022 seal coat improvement project. The city's budget for seal coat is \$142,560 and this year's project would address the streets behind the mall. The 2022 budget for mill and overlay projects is \$269,280 and this year's projects would focus on streets yet to be determined in Ward Two. Staff would prepare the project plans and specifications prior to requesting authorization to advertise for bids. A motion and second were made by Fish and Hicks to recommend the council initiate PI 5353 and 5354 and to order the plans and specifications for each project and the motion carried.

Letter of Intent, Fergus Falls Law, LLC

The owners of Fergus Falls Law, LLC are interested in purchasing lots near Adams Park, north of AMP Insurance to construct a new law office building. The lots are currently restricted to park and recreation purposes through a deed restriction from the State of Minnesota and an easement for Otter Tail Power Company. The law firm is willing to work towards the removal of these restrictions and cleaning up the easement concerns. Fergus Falls Law, LLC would like to hire Steve Schierer to appraise the property and propose a purchase price if they are successful in removing the restrictions and easement. They would be responsible for all due diligence costs associated with the project. A purchase agreement would be drafted after the appraised, approved by the council and contingent upon the successful negotiation of removing the restrictions. The land is being maintained by the city, but it is not serving as value to the city's park or recreation needs. A motion and second were made by Hicks and Fish to recommend the council to enter into a letter of intent with Fergus Falls Law, LLC to purchase the lots located on the edge of Adams (Grotto) Park with all efforts to save as many trees as possible in the proposed project area and the motion carried.

Mayor Schierer left the meeting at this time and Acting Mayor Justin Arneson took over the meeting.

2022 Project Updates

City Administrator Andrew Bremseth reviewed the city's 2022 and 2023 projects. Most of the projects address the city's street and infrastructure needs. There are over 30 projects the city staff have been working on and are in various stages of implementation. There was some discussion on how the city street projects are prioritized the factors that determine the most pressing needs.

The meeting adjourned at 8:12 am

Lynne Olson

FOR COUNCIL MEETING— APRIL 04, 2022

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

Excavator

Cityside Improvements

Mechanical

Joe's Heating & A/C

Tobacco License-NEW

Sugar High, 123 E Lincoln Avenue



Council Action Recommendation

Page 1 of 1

Meeting Date: 3-30-2022

Subject: Various ordinance revisions

Recommendation: Direct the City Attorney to draft changes to ordinances:

Section 151.001 and section 35.57 both mention snow removal from public sidewalks and are not consistent with each other. In section 151 it states that all snow must be removed from public sidewalks within 24 hours of snow stopping and section 35 states it must be removed within 12 hours. Section 151's language is what staff recommends the time frame to be-24 hours.

Section 51.24C States that "Disposal of refuse from the Fergus Falls State Hospital shall only be performed pursuant to agreement entered into between the city and the proper authorities of the state" for obvious reasons it is recommended that this section be repealed.

Section 53.05 REPAIRS OF LEAKS OR STOPPAGE.

(A) It shall be the responsibility of the city to maintain the (add: sewer main). ~~service pipe from the sewer main to the edge of the public right-of-way.~~

(B) It shall be the responsibility of the property owner to maintain the service pipe from the ~~edge of the public right-of-way~~ city main into the house or building.

(C) If it is determined by a qualified individual that the service pipe failed or was plugged due to misuse by the occupants of the house or building, all costs incurred by the city in maintaining or repairing the service pipe shall be the responsibility of the property owner.

This Ordinance, #25, seventh series, 6-5-2015 was a significant change that put responsibility of maintaining the portion of a private sewer line, that lies in the city right of way, on the city. In most cases, the city has no way of maintaining the portion of pipe that is in the right of way and has no control in what is "introduced" into the pipe from within the building. Since the date of the ordinance change, the city has expended over \$50,000 to maintain and in some cases, excavate and repair that portion of pipe in the right of way on services around town.

It is recommended that staff and City Attorney draft language to present to the council.

Originating Department: Public Works

Respectfully Submitted: Len Taylor

Attachments:



Council Action Recommendation

Page 1 of 1

Meeting Date:

March 30, 2022 Committee of the Whole
April 4, 2022 City Council

Subject:

Commercial Solar Field Permit Fees

Recommendation:

Adding a commercial solar fee to the 2022 fee schedule

Background/Key Points:

The city is proposing the addition of a commercial solar fee to the 2022 fee schedule. When calculating permit fees for a new commercial solar field a resounding question becomes common among all parties, should the city charge a valuation based fee or fixed fees. The valuation based fee would be cost prohibitive to current and future projects. If the city were to change to a fixed fee of \$4,500 (plus \$1.00 to the State of Minnesota), it would cover the city's cost of plan review and inspections.

Current inspections cost \$65.00 per hour. An average plan review and inspection of a commercial solar field is 68 hours, which would equate to \$4,420.

Due to the larger solar projects and the city's desire to be business, the increased fee would be necessary to adequately cover the city's costs, and yet not be cost prohibitive for new projects.

Budgetary Impact:

No impact

Originating Department:

Building Department

Respectfully Submitted:

Jason Schuetzle

Attachments:

See sample cost evaluation and flat fee

Sample Cost Valuation

Cost of Improvement	\$30,000,000.00
Plan Review Fee	\$28,933.00
Permit Fee	\$115,732.00
Sur Tax	\$2,750.00
Total Cost	\$147,415.00

Cost of Improvement	\$10,000,000.00
Plan Review Fee	\$9,683.00
Permit Fee	\$38,732.00
Sur Tax	\$1,750.00
Total Cost	\$50,165.00

Cost of Improvement	\$15,000,000.00
Plan Review Fee	\$14,495.00
Permit Fee	\$57,982.00
Sur Tax	\$2,000.00
Total Cost	\$74,477.00

Cost of Improvement	\$5,000,000.00
Plan Review Fee	\$4,870.50
Permit Fee	\$19,482.00
Sur Tax	\$1,500.00
Total Cost	\$25,852.50

Sample Flat Fee

showing projected range for fees to cover cost

Cost of Improvement	\$0
Plan Review Fee	\$0
Permit Fee	\$0
Sur Tax	\$1.00
Total Cost	\$5,000.00

Cost of Improvement	\$0
Plan Review Fee	\$0
Permit Fee	\$0
Sur Tax	\$1.00
Total Cost	\$10,000.00



Council Action Recommendation

Page 1 of 1

Meeting Date:

March 30, 2022 – Committee of the Whole
April 4, 2022 – City Council

Subject:

PI 5353 – 2022 Mill & Overlay Improvement Project
PI 5354- 2022 Seal Coat Improvement Project

Recommendation:

- 1) Initiate Public Improvement No. 5353 - 2022 Mill & Overlay Improvement Project
- 2) Order the project plans and specifications for PI No. 5353
- 3) Initiate Public Improvement No. 5354 - 2022 Seal Coat Improvement Project
- 4) Order the project plans and specifications for PI No. 5354

Background/Key Points:

City staff has been evaluating local street candidates that will receive a bituminous overlay and seal coat application. The street locations shown on the attached map are potential seal coat candidates for 2022. Please note, the streets highlighted may not all be completed due to budgetary constraints. Per City policy we are evaluating streets to receive a mill& overlay in Ward 2.

These two (2) types of street applications are preventative maintenance strategies contracted on an annual basis throughout the City. Per City policy, sidewalk pedestrian ramps will be improved to meet ADA standards in neighborhoods that receive a bituminous mill & overlay.

If acceptable, staff will prepare the project plans and cost estimates prior to requesting authorization to advertise for bids. This work should be completed by September 2022.

Budgetary Impact:

The estimated construction cost have not been completed at this time however, will be selecting street segments accordingly in consideration of the City's 2022 budget levy amounts. Bituminous mill & overlay are budgeted for \$269,280 and \$142,560 for seal coat applications. These budget amounts include general engineering and contingency costs.

Originating Department:

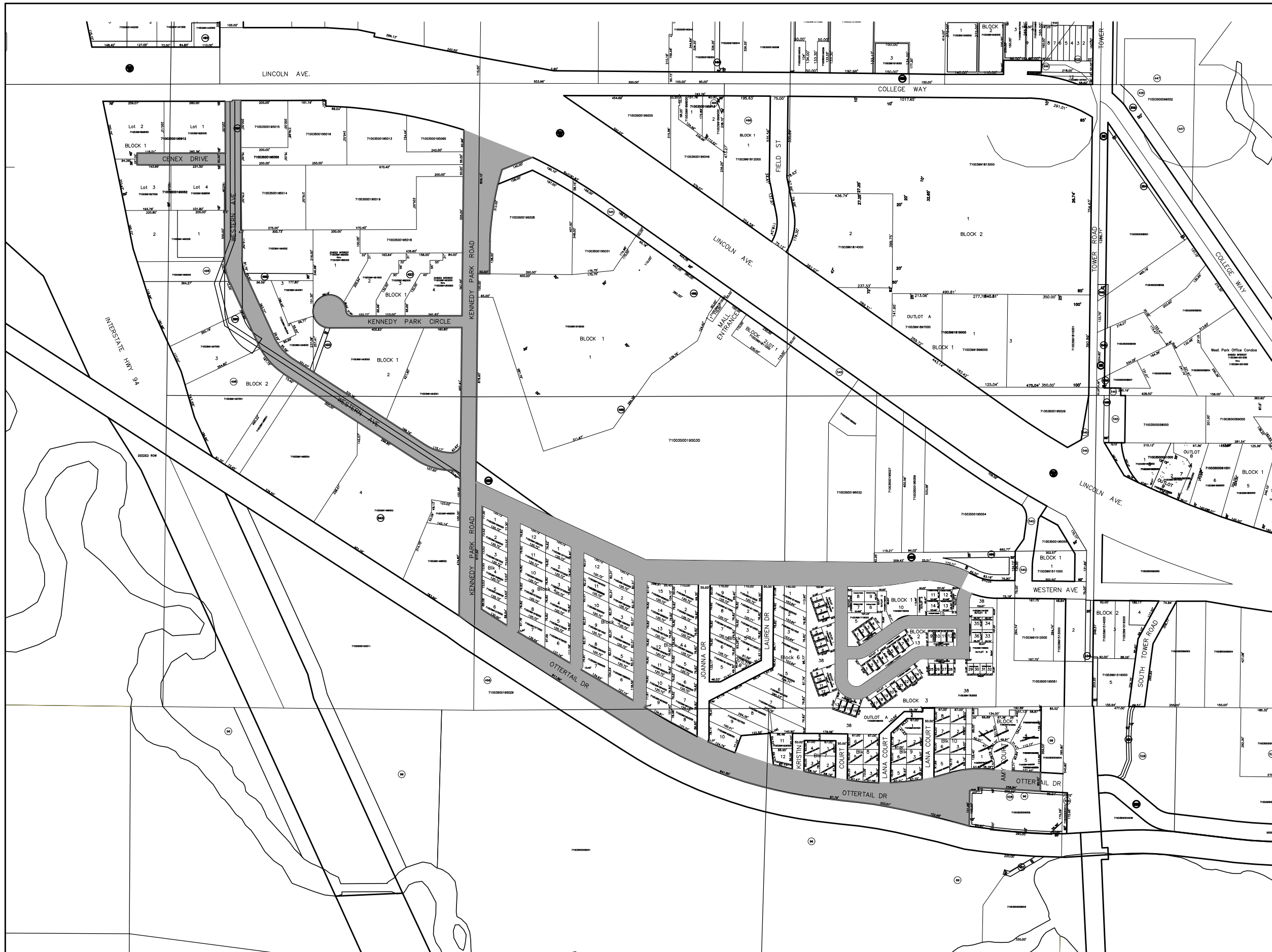
Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. – City Engineer

Attachments:

Seal Coat Location Map



NOTES

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

= SEAL COAT STREETS

REVISION			
No.	Date	By	Description

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

CITY OF FERGUS FALLS, MINNESOTA
ENGINEERING DEPARTMENT

SEAL COAT LOCATIONS
Sheet No. of Sheets

State Proj. No.

Council Action Recommendation

City Council Meeting Date: April 4, 2022

Subject: Rezone Portion of 432 – 438 Western Avenue from R-4 to B-2 (**R-2022-2**)

Recommendation: Motion directing the City Attorney to draft an ordinance amending the zoning map from R-4, Multiple Family Residence District to B-2, Service Business District for a portion of property at 432 – 438 Western Avenue as requested by SW Properties LLC and recommended by the Planning Commission.

Background/Key Points: Property owner SW Properties LLC is requesting a zoning map amendment from R-4, Multiple Family Residence District to B-2, Service Business District for an undeveloped 0.21 acre portion of 432 – 438 Western Avenue. The owner is requesting the rezone in order to split the undeveloped area and sell it for commercial development. The current parcel boundary is the thick black line in the image below. The approximate new parcel and area requested to be rezoned B-2 is highlighted in orange.



The rezoning request must happen prior to the administrative parcel split. If the rezoning request was not successful, the proposed new parcel size of approximately 9,147 square feet would be undevelopable under R-4 without a variance.

Circumstances have changed since the original zoning that now justifies a change. The adjacent parcel at 402 Western Avenue, the location of the insurance office, was rezoned from R-4 to B-2 in 2006. The new construction in recent years along Western Avenue have been commercial facilities (dental clinic and vet clinic most recently). The trend in this area has been continued commercial development.

The Planning Commission voted at its March 28, 2022 meeting to recommend approval of the zoning map amendment. Full materials and the staff report are online www.ci.fergus-falls.mn.us/government/boards-commissions/planning-commission in the March 28, 2022 meeting packet.

Budgetary Impact: None

60-Day Decision Deadline (MN Statute): April 14, 2022

Originating Department: Community Development

Respectfully Submitted: Karin Flom, City Planner

Council Action Recommendation

Page 1 of 2

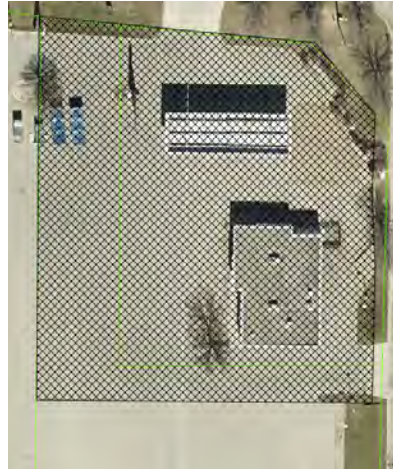
City Council Meeting Date: April 4, 2022

Subject: Variance at 1203 W Lincoln Avenue (V-2022-2)

Recommendation: Adopt a resolution approving a variance for the proposed parcel consolidation at 1203 W Lincoln Avenue to create a parcel not meeting the minimum setback and lot size requirements in the B-6 zone as requested by Make An Impact, LLC and recommended by the Planning Commission.

Background/Key Points: Applicant Make An Impact, LLC (property owner Wayne Enterprises, LLC) is requesting a variance for a proposed parcel consolidation at 1203 W Lincoln Avenue. It is the former gas station on the site of the former Sun Mart.

The property owner would like to consolidate 1.10 acres from three parcels to sell the former gas station building and surrounding area to Make An Impact, LLC. The proposed redevelopment is professional offices. The image on the left shows the current parcel boundaries. The image on the right is an approximate area of the proposed new parcel boundaries. The cross-hatch area would become one parcel and sold for redevelopment.



The variance is requested because the new parcel would not meet the minimum setback requirements or minimum lot size of the B-6, Sub-regional Shopping Center District. The former gas station building's east side will be 34' from the property line along St. Andrews Street. The building's south side will be 40' from the property line with the former Sun Mart parcel. The B-6 district in §154.040(E)(2)(a) requires a 50' setback from all

property lines. The proposed new lot is 1.10 acres. The minimum lot size in B-6 in §154.040(E)(3)(b) is 4 acres.

The Planning Commission voted at its March 28, 2022 meeting to recommend approval of the variance with the following condition:

1. All accounts with the City, including but not limited to utility bills, shall be current prior to recording the survey.

Full materials and the staff report can be accessed online at <https://www.ci.fergus-falls.mn.us/government/boards-commissions/planning-commission> and viewing the March 28, 2022 Planning Commission Meeting Packet.

Budgetary Impact: None

60-Day Decision Deadline (MN Statute): April 24, 2022

Originating Department: Community Development

Respectfully Submitted: Karin Flom, City Planner

PLANNING COMMISSION MINUTES
March 28, 2022

The Fergus Falls Planning Commission held a regular meeting on March 28, 2022 in the Council Chambers of City Hall. The meeting was opened at 5:15 PM. Agenda was approved. Members present were: (√ indicates those present in the Council Chambers).

- √ Laurel Kilde
- √ Sarah Duffy
- √ Ryan Fullerton
- √ Nate Kunde
- √ Kelsee Macintosh-Ellig
- √ Beth Monke
- √ Matt Pesek

City staff in attendance included Karin Flom, City Planner, and Jill Hanson who took minutes for the meeting. Applicants and representatives in attendance included Jerry Schroeder, Ryan Hanson, and Mike Thorson. Members of the public included Laurie Mullen and NeTia Bauman.

APPROVAL OF MINUTES

The minutes of the February 28, 2022 meeting were reviewed and Chair Kilde entertained a motion to approve the minutes. It was so moved by Commissioner Kunde and seconded by Commissioner Monke. Passed unanimously.

PUBLIC HEARING TO CONSIDER A REQUEST FOR A ZONING MAP AMENDMENT TO REZONE A PORTION OF PROPERTY LOCATED AT 432-438 WESTERN AVENUE FROM R-4, MULTIPLE FAMILY RESIDENCE DISTRICT TO B-2, SERVICE BUSINESS DISTRICT. REQUESTED BY SW PROPERTIES LLC.

Chair Kilde asked City staff to explain the request. Karin Flom explained 432-438 Western Avenue is currently zoned R-4, Multiple Family Residence and the request is to rezone the undeveloped piece of the property to B-2, Service Business District. The property owner wants to split the undeveloped land (approximately 0.21 acres) and sell it for commercial development. The remaining 0.32 acres (the site of the multifamily building) would remain in R-4. Karin stated that the rezoning request must happen prior to the parcel split because if the rezoning request was not successful, the new parcel would not meet the minimum requirements to be developed in R-4.

Karin explained some zoning and aerial maps for the area. Karin mentioned the requirements of the B-2 zone which would limit the size of a building on the parcel. She also stated if a use required a conditional use permit, the Planning Commission could recommend conditions to protect the nearby residential properties.

Karin stated that Barbara J. Smith, 400 Kennedy Park Circle, inquired about the end use of the property and if her property taxes would go up. Staff informed her the end use of the property was not known and City staff would be unable to predict if her property taxes would change. No comments were received from City of Fergus Falls staff. Karin stated based on the proposed findings listed in the staff report staff recommend approval of the zoning map amendment.

Public Hearing to Consider a Request for a Zoning Map Amendment to Rezone 432-438 Western Avenue from R-4 to B-2 was opened to the Public at 5:20 PM

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

Chair Kilde closed the public hearing at 5:21 PM, and brought the meeting back to the Planning Commission for discussion. There was none.

Commissioner Kunde made a motion to recommend to approve the rezoning map amendment request by SW

Properties LLC to rezone 432-438 Western Avenue from R-4 to B-2 as presented with the proposed findings. It was seconded by Commissioner Fullerton. Passed unanimously.

PUBLIC HEARING TO CONSIDER A REQUEST FOR A VARIANCE TO CREATE A LOT NOT MEETING THE MINIMUM SETBACK AND LOT SIZE REQUIREMENTS IN THE B-6 ZONE AT 1203 WEST LINCOLN AVENUE. REQUESTED BY MAKE AN IMPACT, LLC

Chair Kilde asked City staff to explain the request. Karin Flom explained that the subject parcels are the site of the former gas station at 1203 West Lincoln Avenue. The parcels are owned by Wayne Enterprises, LLC. The intention is to consolidate 1.10 acres from the three parcels in order to create one parcel for the former gas station building. The parcel would be sold to Make An Impact, LLC to remodel the building into professional offices.

Karin explained aerial and zoning maps of the area. She also showed the survey and an image with the approximate new parcel boundary to clarify what would be included in the new lot.

Karin explained that prior to the public hearing Laurie Mullen, an adjacent property owner, visited staff in person seeking clarifying information about the final parcel boundary and whether the parking lot would remain with the former Sun Mart property. No City of Fergus Falls staff comments were received.

Karin stated based on the findings in the staff report, staff recommend approval with no conditions of the variance request to create a lot not meeting the minimum 50' setback requirement and lot size requirements in a B-6 zone.

Public Hearing to Consider a Request for a Variance to Create a lot not meeting the minimum setback and lot size requirements in the B-6 Zone. Requested by Make An Impact, LLC was opened at 5:26 PM

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

Laurie Mullen, Anderson Trust (which owns a portion of the former K-mart), explained that Kmart entails two properties. Ms. Mullen explained that she was confused on what the lot division would be based on what she received in the mailed. She stated that she wants the easement to the back of the Kmart lot off St. Andrews Street to remain open. Ms. Mullen had concerns about some flags marking the new lot being moved. She noted that the Sun Mart sign is on the Kmart property. Ms. Mullen voiced concerns about having enough required parking for all the property owners. In addition, there was some discussion about the size of the lot for the new purposed parcel.

Chair Kilde closed the public hearing at 5:30 PM, and brought the meeting back to the Planning Commission for discussion. Chair Kilde mentioned adding a condition to this request that the property owner must be current on the utilities and property taxes. Commissioner Kunde stated that he in favor of redevelopment and felt this is a good project.

Commissioner Macintosh-Ellig made a motion to recommend to approve the variance request by Make An Impact, LLC to create a lot not meeting the minimum setback and lot size requirements in the B-6 zone to be located at 1203 West Lincoln Avenue with the conditions that the utilities and property taxes must be current. It was seconded by Commissioner Fullerton. Passed unanimously.

PUBLIC HEARING TO CONSIDER A ZONING ORDINANCE TEXT AMENDMENT TO ADD "TRANSITIONAL HOUSING" AS A CONDITIONAL USE IN ALL RESIDENTIAL AND INDUSTRIAL ZONES. REQUESTED BY CITY OF FERGUS FALLS.

Chair Kilde asked City Staff to open the ordinance discussion. Karin summarized the history and reasoning for the proposed addition of "transitional housing" to the zoning code. Karin highlighted the new definition for transition housing, adding conditional use permit requirements, and adding a new parking requirement.

Commissioner Macintosh-Ellig suggested if the parking ratio should be changed so instead of "one per employee" it would only need to be enough employee parking space for the employees on duty at one time.

Commissioner Kunde asked why the business zones are not included in this ordinance. Staff answered this part of the zoning ordinance already existed and was put in place prior to current staff. Therefore the reason business zones were excluded wasn't known.

Public Hearing to Consider a Zoning Ordinance Text Amendment to Add "Transitional Housing" as a Conditional Use in all Residential and Industrial Zones was opened to the public at 5:50 PM

Chair Kilde asked if anyone wished to speak on this request.

NeTia Bauman, Greater Fergus Falls, mentioned making parking requirements based on "per family" instead of per 2 occupants and stated that transitional housing would not be a highest and best use in the downtown.

Chair Kilde closed the public hearing at 5:54 PM.

Commissioner Macintosh-Ellig made a motion to recommend the ordinance text changes as presented with the following changes: (1) changing the parking ratio from "one per employee" to "one per employee on duty" or similar language, (2) creating the transitional housing CUP as its own paragraph "C" under §154.046, and (3) allowing transitional housing as a conditional use in any residential or industrial district, or any business district provided it is on the second floor or above. It was seconded by Commissioner Pesek. Passed unanimously.

STAFF UPDATE

Karin mentioned that each member has been given a training binder to review. Karin stated there would be four public hearing items heard at the April meeting, and if time permitted a discussion on changes to home occupation rules.

The next regular meeting will be on Monday, April 25, 2022 at 5:15 PM.

The meeting adjourned at 6:03 PM.

City Planner



Memo

Page 1 of 1

Meeting Date:

March 30, 2022- Committee of the Whole

Subject:

LOI from Fergus Falls Law, LLC

Recommendation:

Enter into a Letter of Intent with Fergus Falls, Law, LLC to purchase lots located on the edge of Adams (Grotto) Park.

Background/Key Points:

Fergus Falls Law, LLC is interested in pursuing the purchase of lots located near Adams Park, north of AMP Insurance, to construct a new law office building. The lots, similar in size to the AMP Insurance lots, are currently restricted to park and recreation purposes through a deed restriction from the State of Minnesota and an easement in favor of Otter Tail Power. Pebble Lake Road also runs across a portion of the lots. Fergus Falls Law, LLC is willing to work towards removing these restrictions and cleaning up easement concerns.

A purchase agreement, to be drafted after the property is appraised by Schierer Appraisal, must be approved by Council and will be contingent upon Fergus Falls Law, LLC successfully negotiating the release of deed restrictions with the State of MN and working out an agreement with OTP to relocate and/ or confine their easement. Steve Schierer was selected by Fergus Falls Law, LLC and they will cover the cost of these services. The appraised price will be the proposed purchase price within the eventual purchase agreement. All due diligence costs related to this potential opportunity will be covered by Fergus Falls Law, LLC.

Please note: The legal description in the LOI is correct, but the description of the property needs to be corrected. It should state the property located north of AMP insurance and west of Pebble Lake Drive. This will be updated in the final, signed LOI.

Budgetary Impact:

None at this time.

Originating Department:

Administration

Respectfully Submitted:

Andrew Bremseth, City Administrator

Attachments:

Proposed Letter of Intent
Map of subject parcels

March ___, 2022

TO: City of Fergus Falls

RE: Letter of Intent regarding
property located along Pebble Lake Road

Dear: Andrew Bremseth, City Administrator

Fergus Falls Law, LLC a Minnesota limited liability company (“Purchaser”) is interested in purchasing property identified below from the City of Fergus Falls, a Minnesota municipal corporation (“Seller”). Upon execution of this letter of intent by Purchaser and Seller, Purchaser and Seller will, within the time period specified in this letter of intent, attempt to negotiate a legally binding contract (the “Purchase Agreement”) for the purchase and sale of the Property, on the following terms:

1. The Property. The property (the “Property”) that is the subject of this letter of intent is legally described as follows:

All of lots 2,3 and 4, except Street/Highway, Block 1, Waters 4th Addition to the City of Fergus Falls, Minnesota, according to the plat recorded in the office of Registrar of Deeds.

(the “Property”).

2. Purchase Price. The purchase price for the Property will be determined by an appraisal conducted by Steve Schierer, a licensed Minnesota appraiser.

3. Earnest Money. There will be no earnest money required.

4. Inspection; Information; Termination. Within reasonable time following execution of this letter, Purchaser may perform inspections and testing it deems necessary at its sole expense effective as the date of this letter through and including October 1, 2022 (the “Inspection Period”), Seller hereby grants Purchaser, its employees, agents and independent contractors, a nonexclusive license to enter the Property during normal business hours and upon reasonable prior notice to Seller to inspect the same, perform surveys, environmental assessments, soil, and other tests and for other investigations and activities consistent with the purpose of this Agreement. Purchaser agrees to indemnify and hold Seller harmless from all liabilities, damages, claims, incurred by seller and arising out of any such entry for inspection purposes. The foregoing indemnity shall survive Closing or earlier termination of this letter. Upon request of Seller, Purchaser shall deliver to Seller copies of any reports Purchaser obtains in connection of any inspection. Purchaser shall not permit any laborer’s, materialmen, mechanic’s, or other similar liens to be filed on any

part of the Property prior to Closing, and if any such lien is filed, Purchaser shall take all steps necessary to release or discharge such lien as promptly as possible. Purchaser may terminate this letter for any reason upon written notice to Seller delivered on or before the end of the Inspection Period. This letter terminates if Purchaser and Seller do not enter into a Purchase Agreement on or before October 31, 2022.

5. Easements, Encumbrances. The Property is located on Pebble Lake Drive in the southeastern portion of Grotto Park and use of the Property is currently restricted to park and recreational purposes imposed by the State of Minnesota pursuant to a deed dated October 29, 1941. The Property is also subject to an electrical Right of Way Easement in favor of Otter Tail Power Company dated January 31, 1984. This letter terminates if Purchase does not secure a release of the park and recreational deed restrictions from the State of Minnesota and an agreement with Otter Tail Power Company confining and relocating the electrical line and easement on or before October 31, 2022. The Seller is unaware of any other easements, restrictions, or encumbrances on the Property. Purchaser intends to construct a building on the Property and this letter shall terminate if it is determined that constructing a building is precluded by some other easement, restriction, or encumbrance.

6. Closing. The Purchase Agreement shall provide that the Closing of the purchase and sale (the "Closing") will take place on or before November 1, 2022, or such earlier date as agreed upon by Purchaser and Seller.

7. Title. The purchase agreement will address whether there is an abstract or other evidence of title for the Property, and if not, the purchase agreement will require seller to procure a commitment for title insurance for the examination of title to the Property and the making of any objections thereto. Seller shall have no obligation to cure any of Purchaser's objection, unless negotiated within the Purchase Agreement. At Closing, Seller will convey the Property to Purchaser by warranty deed.

8. As-Is. The Purchase Agreement shall provide that Purchaser shall purchase the Property in its "AS-IS," "WHERE-IS," "WITH ALL FAULTS" condition, except for those representations and warranties contained in the Purchase Agreement regarding the presence (or absence) of wells on the Property, the presence (or absence) of individual sewage treatment systems on the Property, and the occurrence (or nonoccurrence) of methamphetamine production on the Property.

9. Closing Costs; Transfer Taxes; Prorations. The Purchase Agreement shall provide that Purchaser will pay the costs of providing an updated abstract for the Property if an updated abstract is found and Minnesota state deed tax. Purchaser will pay the costs of drafting a deed in recordable form, and other closing costs. Property taxes will be prorated to the date of closing. Seller will pay all assessments levied against the Property as of the Closing. Property expenses will be prorated to the date of Closing.

10. Governing Law. The validity and effect of this letter will be determined in accordance with the law of the State of Minnesota.

11. City Council Approval. This Letter of Intent will be presented to the Fergus Falls City Council for its review and approval. This letter shall terminate if the City Council does not pass a resolution authorizing the Mayor and City Administrator to sign the acceptance to this letter. Fergus Falls City Charter § 12.05 provides:

No real property of the City shall be disposed of except by resolution. A resolution authorizing the sale of real property of the City shall not be adopted at the meeting at which it is introduced. At least ten (10) days shall elapse between the introduction and final adoption of such resolution.

Further approval of a purchase agreement from the of City Council is necessary for the purchase of the Property and this letter shall terminate if the City Council does not approve a final purchase agreement.

12. Assignment. The Purchase Agreement shall provide that Purchaser may not assign the purchase agreement without Seller's prior written consent.

13. No Negotiations with Others. Seller agrees that it will not enter into negotiations for the sale of the Property to any other prospective purchaser of the Property unless Seller and Purchaser have failed to enter into the Purchase Agreement on or before October 31, 2022, or earlier terminated as provided herein.

13. Nonbinding. This letter is intended by Seller and Purchaser to be a **nonbinding** letter that expresses the parties' current intention, (b) neither Seller nor Purchaser shall be legally bound or obligated to negotiate or perform with respect to the subject matter of this letter, under any legal theory, prior to the execution and mutual delivery of the final Purchase Agreement, (c) neither Seller nor Purchaser shall make a claim under this letter or a claim against the other based on "part performance," "detrimental reliance," "good faith," "promissory estoppel," or any other similar cause of action, and (d) either party may withdraw from negotiation of the final Purchase Agreement at any time in such party's sole discretion.

14. Addendums and Option to Extend Letter of Intent. Seller and Purchaser may amend or extend this Letter of Intent by a written document signed by the Seller and Purchaser.

15. Recordation. The Purchaser may record at its expense this Letter of Intent, and any amendments or extensions thereto, with the Office of the County Recorder, Otter Tail County, Minnesota.

If the foregoing reflects your understanding of our discussions, please indicate such by signing the second copy of this letter in the place indicated and return to me. Please note your signature must be notarized.

This letter will expire if not accepted and returned to me by April 19, 2020.

Sincerely,

J. J. Cline
President, Fergus Falls Law, LLC

STATE OF MINNESOTA)
)
COUNTY OF OTTER TAIL)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by J.J. Cline, the President of Fergus Falls Law, LLC, a Minnesota limited liability company.

AGREE AND ACCEPTED THIS _____ DAY OF April 2022

CITY OF FERGUS FALLS

By _____
Its Mayor

By _____
Its City Administrator

STATE OF MINNESOTA)
)
COUNTY OF OTTER TAIL)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Ben Schier and Andrew Bremseth the Mayor and City Administrator, respectively, of the City of Fergus Falls, on behalf of the City.

PROPOSED PROPERTY SALE

City of Fergus Falls
Pebble Lake Rd.
Fergus Falls, MN 56537
19457.69 Sq Ft.
0.45 Acres Total
Zoning = R-2



NO SCALE
3/24/22



City Council Action Recommendation

Page 1 of 1

Meeting Date:

April 4, 2022 City Council

Subject:

Purchase agreement with River's Edge Investments LLC for the City owned parking lot near Shopko

Recommendation:

Enter into a Cancellation of Purchase Agreement with River's Edge Investments LLC for the City-owned parking lot adjacent to the former Shopko site.

Background/Key Points:

The City of Fergus Falls entered into a purchase agreement with River's Edge Investments on December 2, 2020 for the purchase of the City-owned parking lot adjacent to the former Shopko site, the transfer of which would better facilitate redevelopment of the empty Shopko building. The agreement initially had a closing date of March 1, 2021, but in working with the developer, it became clear closing would not occur in 2021. After further extension of the purchase agreement, economic uncertainty has forced River's Edge Investments to conclude that the redevelopment of the former Shopko site is no longer a feasible undertaking for them at this time. City staff and River's Edge Investment therefore agree that termination of the existing purchase agreement between the two parties is appropriate.

Originating Department:

Community Development

Respectfully Submitted:

Klara Beck

CANCELLATION OF PURCHASE AGREEMENT

THIS AGREEMENT made this ____ day of March 2022, by and between the **CITY OF FERGUS FALLS, a Minnesota municipal corporation**, (“Seller”), and the **RIVER’S EDGE INVESTMENT LLC, a Minnesota limited liability company**, (“Buyer”).

WHEREAS, Seller and Buyer entered into a Purchase Agreement dated December 2nd, 2020, to purchase real property in the City of Fergus Falls, Otter Tail County, Minnesota, legally described on the attached Exhibit A.

WHEREAS, Seller and Buyer entered into a First Addendum to Purchase Agreement dated August 20, 2021, and,

WHEREAS, Seller and Buyer agree the Purchases Agreement and First Addendum to Purchase Agreement should be cancelled.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Purchase Agreement dated December 2nd, 2020, including the First Addendum to Purchase Agreement dated August 20, 2021, are hereby cancelled and terminated and Buyer releases all rights in the real property legally described on the attached Exhibit A. Seller has no further obligation to sell under said Agreements nor Buyer to purchase.

SELLER:
CITY OF FERGUS FALLS

BUYER:
RIVER'S EDGE INVESTMENTS, LLC

By _____
Mayor

By _____
Donovan Rogness, Manager

By _____
City Administrator

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

THIS INSTRUMENT DRAFTED BY:

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

Exhibit 1

(Legal Description)

All of Reserve 64 and Reserve 65, Original Plat to the City of Fergus Falls, Minnesota, except the following tracts:

Lots 1, 2, 3, 4 and 5, in Reserve 65, Original Plat, together with the following described tract of land, to-wit; Commencing at the Southwest corner of said Lot 5, Reserve 65, Original Plat, said Point of Beginning; Thence due South, parallel with the Westerly right-of-way line of vacated Whitford Street, a distance of 144.32 feet; Thence South 58 degrees 06 minutes 00 seconds East, a distance of 34.93 feet; Thence due East a distance of 95.53 feet more or less to the Westerly right-of-way line of vacated Whitford Street; Thence due North along the Westerly right-of-way line of vacated Whitford Street, a distance of 165.23 feet more or less to the Southeast corner of said Lot 1, Reserve 65, Original plat; Thence due West along the South line of said Lots 1 through 5, Reserve 65, Original Plat; Thence due West along the South line of said Lots 1 through 5, Reserve 65, Original Plat, a distance of 125 feet to the Point of Beginning and there terminating.

And

That part of dedicated and vacated right-of-way known as Whitford Street from the North line of Reserve 65, Original Plat, extended to a point 250 feet South of said North line and being 75 feet in width.

And

Lots 18 and 19, reserve 64. Original Plat to the City of Fergus Falls, Minnesota.

And

Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 19, Original Plat to the City of Fergus Falls, Minnesota, Excepting existing Lincoln Avenue Street right-of-way over and across that portion of Lot 1, Block 19, Original Plat to the City of Fergus Falls, Minnesota.



Council Action Recommendation

Page 1 of 1

Meeting Date:

4/4/22

Subject:

Walk-in Refrigeration at the Bigwood Event Center

Recommendation:

Resolution authorizing the purchase and installation of a walk-in refrigeration unit at the Bigwood Event Center and approving a corresponding budget adjustment

Background/Key Points:

As we continue to prepare for the full reopening of the Event Center, we continue to address outstanding needs related to equipment and supplies. With the City holding the liquor license and offering all liquor, beverage and bar service at the Event Center, we have a need for refrigeration.

The unit that we are proposing to purchase is 8'x10'x8' and will allow for pallets to be moved in and out. With the need to store cases of beer, kegs and other beverages, we need a unit of this size. Even though the cost is below the threshold to gather multiple quotes, we did get pricing from multiple vendors and we are recommending moving forward with the low quote from Tweeton Refrigeration and Heating in the amount of \$24, 899. We have worked with Tweeton in the past at the Liquor Stores with good results. A local electrician will be lined up to hook the unit up.

We did not budget for this expense in the 2022 budget, but it is a necessary start-up cost, so please approve a budget adjustment to the Event Center budget allowing for this purchase.

Budgetary Impact:

The purchase price of \$24,899 will come from the Bigwood Event Center budget

Originating Department:

Administration

Respectfully Submitted:

Andrew Bremseth, City Administrator

Attachments:

Tweeton Quote

Quotation



1106 8th Street SE
Detroit Lakes, MN 56501
Phone: (218) 847-7537

PROPOSAL SUBMITTED TO BIGWOOD EVENT CENTER	PHONE 218-770-9628	DATE 3/18/2022
STREET	EMAIL ATTN: JUSTIN	
CITY, STATE, ZIP CODE FERGUS FALLS MN	JOB LOCATION WALK IN COOLER	

INSTALL WALK IN COOLER

(1) MODEL IC810 8'x10'x8' outside dimensions NSF listed (standard 7)
REFRIGERATION UNIT 208-230/ 3PHASE R404A
ESTIMATED FREIGHT(SUBJECT TO CHANGE)
OFFLOADING AND FIELD SERVICE INSTALLATION

TOTAL 24.899.00

NOTES:

ELECTRICAL BY OTHERS

Electrical, general contracting, fire protection and roof work by others.

twenty four thousand eight hundred ninety nine dollars

24,899.00

dollars (\$ _____).

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____
Dan Tweeton

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: _____



Council Action Recommendation

Page 1 of 1

Meeting Date:

March 21, 2022 – City Council

Subject:

Westridge Second Addition – Developer’s Agreement

Recommendation:

- Accept the Westridge Second Addition Development Contract

Background/Key Points:

On March 7, 2022 this Council adopted a resolution to approve the Westridge Second Addition plat contingent on the following two (2) conditions:

1. The developer must enter into a Developer’s Agreement with the City to address fire fall separations per code, fire suppression separations, and an Operation and Easement Agreement.
2. The developer must be current with all utility billings with the City.

Attached is the Development Agreement between Westridge Mall Association Inc. and the City of Fergus Falls. Staff recommends approving this agreement.

Budgetary Impact:

All attorney fees and recording fees are the responsibility of the Developer.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. - City Engineer

Attachments:

Development Contract for Plat of Westridge Addition

**DEVELOPMENT CONTRACT
FOR PLAT OF WESTRIDGE ADDITION**

THIS AGREEMENT made and entered into on the _____ day of _____, 2022, by and between the CITY OF FERGUS FALLS, a municipality of the State of Minnesota, (hereinafter called the CITY), and the OWNER and DEVELOPER identified herein.

RECITALS:

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

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

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

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

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

2. That the DEVELOPER shall be current on all accounts with the City including, but not limited to, utility bills prior to recording the PLAT.

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

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

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

ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

c.) breach of the DEVELOPER WARRANTIES.

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

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

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

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

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

D. NO LITIGATION. There is no suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation pending, or to DEVELOPER’s knowledge, threatened against or affecting DEVELOPER or the PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. DEVELOPER is not in default with respect to any order,

writ, injunction, or decree of any federal, state, local, or foreign court, department, agency, or instrumentality with respect to the PLAT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to DEVELOPER: Martin Graff
President, Westridge Mall Association, Inc
560 Green Bay Road
Winnetka, IL 60093

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

ARTICLE 2 PLAT APPROVAL

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

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

ARTICLE 3 DEVELOPER IMPROVEMENTS

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

ARTICLE 4 OTHER PERMITS

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

ARTICLE 5 RESPONSIBILITY FOR COSTS

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

ARTICLE 6 INDEMNIFICATION OF CITY

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

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

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

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

ARTICLE 7 CITY REMEDIES UPON DEVELOPER DEFAULT

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

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

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

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

ARTICLE 8 MISCELLANEOUS

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

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

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

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

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

8.6 CONTRACT ASSIGNMENT. The DEVELOPER may not assign this DEVELOPMENT CONTRACT without the written permission of the CITY, which approval will not be unreasonably withheld, conditioned, or delayed. In such case, the third-party buyer will be required to accept and assume all contractual and financial responsibilities provided in this DEVELOPMENT CONTRACT. Upon acceptance and assumption of such requirements by such third-party buyer, the DEVELOPER'S obligations hereunder shall terminate. Absent approval of

the CITY, the DEVELOPER's obligations hereunder shall continue in full force and effect, even if the DEVELOPER sells one or more lots, the entire PLAT, or any part of it.

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

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

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

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

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

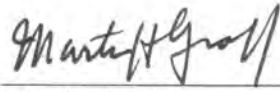
8.12 ACCESS. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors, a license to enter the PLAT to perform inspections that are reasonable and necessary during the installation of DEVELOPER IMPROVEMENTS. Notwithstanding the foregoing, the CITY shall provide at least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

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

CITY OF FERGUS FALLS

OWNER AND DEVELOPER:

By: _____
Ben Schierer
Its Mayor

By: 

Martin Graff
Westridge Mall Association Inc.
Its President

ATTEST:

Andrew Bremseth, City Administrator

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

On this ____ day of _____, 2022 before me a Notary Public within and for said County, personally appeared Ben Schierer and Andrew Bremseth to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator of the City of Fergus Falls, MN the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and City Administrator acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

Illinois
~~STATE OF MINNESOTA~~)
)
) ss.
COUNTY OF Cook)

On this 30 day of March, 2022 before me a Notary Public within and for said County, personally appeared Marty Graff to me personally known, who being by me duly sworn, did say that he is the President of Westridge Mall Association, Inc. which is the authorized partner for Westridge Mall Limited Partnership, an Illinois limited partnership, the partnership named in the foregoing instrument, and that said instrument was signed on behalf of said partnership by authority of the general partners of Westridge Mall Limited Partnership and said Marty Graff acknowledged said instrument to be the free act and deed of the company.

[Signature]

Notary Public

Document drafted by:

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

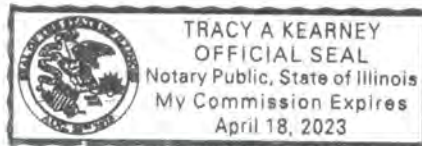


EXHIBIT A
LEGAL DESCRIPTION OF PLAT
OF WESTRIDGE SECOND ADDITION

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

Beginning at an iron monument at the most northerly corner of Lot 2, Block 1 of WESTRIDGE ADDITION, on file and of record in the office of the Otter Tail County Recorder; thence South 33 degrees 58 minutes 31 seconds West along the westerly line of said Lot 2 for 311.24 feet; thence South 00 degrees 03 minutes 42 seconds West along the westerly line of said Lot 2 for 46.79 feet; thence South 45 degrees 10 minutes 59 seconds East along the westerly line of said Lot 2 for 28.54 feet; thence South 00 degrees 20 minutes 26 seconds West along the westerly line of said Lot 2 and the southerly extension thereof for 98.98 feet; thence North 89 degrees 37 minutes 16 seconds West for 88.28 feet; thence North 00 degrees 24 minutes 45 seconds East for 179.53 feet; thence North 33 degrees 58 minutes 31 seconds East for 338.57 feet to the southerly line of Lot 1, Block 2 of WESTRIDGE MALL FIRST ADDITION, on file and of record in the office of the Otter Tail County Recorder; thence South 54 degrees 41 minutes 58 seconds East along the southerly line of said Lot 1, Block 2 for 63.84 feet to the point of beginning.

Containing 0.80 acres, more or less, subject to restrictions, reservations and easements of sight or record if any.

EXHIBIT B
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
1. Preliminary Plat of WESTRIDGE SECOND ADDITION		
2. Separating Fire Suppression Systems as necessary		
3. Installing Fire Wall(s) as necessary		

**EXHIBIT C
DEVELOPER IMPROVEMENTS**

<u>WESTRIDGE SECOND ADDITION</u>	<u>IMPROVEMENT</u>
Prior to sale and/or transfer of ownership	Enter into an Operation and Easement Agreement in form similar to the Operation and Easement Agreement for Lot 2 Block 1 of Westridge Addition dated January 15, 2022, filed on February 2, 2022 and recorded as Document No. 1272493, and the Operation and Easement Agreement for Lot 1, Block 1 Westridge Theater Addition dated February 19, 2021, filed February 24, 2021 and recorded as Document No. 1233845.

ORDINANCE NO. 26, EIGHTH SERIES

AN ORDINANCE OF THE CITY OF FERGUS FALLS REPEALING
CITY CODE SECTION 32.28 AND CHAPTER 113 AND AMENDING
CITY CODE SECTIONS 32.26, 35,57, 52.19 AND 53.05.

THE CITY OF FERGUS FALLS DOES ORDAIN:

Section 1. City Code Section 32.28, SISTER CITY COMMISSION, is repealed in its entirety

Section 2. City Code Chapter 113, SMALL VEHICLE PASSENGER SERVICE, is repealed in its entirety

Section 3. City Code Section 32.26, AIRPORT ADVISORY BOARD, is repealed in its entirety, and replaced with the following:

§32.26 NATURAL RESOURCE ADVISORY COMMISSION.

A. There is hereby established a Natural Resource Advisory Commission composed of five (5) members for the City and under the supervision of the Council. All appointments thereto shall be made for a term of two (2) years. The Public Works Director, or his or her designee, is an ex-officio member only and not included in the above number.

B. The duties of the Natural Resource Advisory Commission are as follows:

1. To act in advisory capacity to the Council in all matters pertaining to natural resources in and throughout the City with a goal to enhance and promote the City's natural resources.

2. To make recommendations to the Council on matters involving natural resources.

3. To provide an annual report to the Council as follows:

(a) Submitting a true copy of the minutes of all meetings held during the preceding year.

(b) Submitting a statement of requests for payment; and,

(c) Submitting a report of all activities not set forth in the minutes.

Section 4. City Code Section 35.57 is amended so as to read as follows:

§35.57 ICE, SNOW, DIRT AND REFUSE ON SIDEWALKS.

All ice and snow within 24 hours after it ceases to be deposited thereon, and all dirt and refuse deposited thereon, shall be removed by the owner or occupant of abutting private property if ice, snow, dirt or refuse is not so removed the city may do so and keep a record of the cost attributable to each property.

Section 5. City Code Section 52.19 is amended so as to read as follows:

§ 52.19 REPAIRS OF LEAKS, STOPPAGE, BREAKS, INTERRUPTED SERVICE

(A) It shall be the responsibility of the City to maintain the service pipe from the water main up to and including the curb stop (shut-off valve) within its public right of way. It shall be the responsibility of the property owner to maintain the water line from the curb stop (shut-off valve) into the house or building. In case of failure upon the part of any consumer or owner to repair any leak occurring in his or her service pipe within 24 hours after oral or written notice has been given the owner or occupant of the premises, the water will be shut off and will not be turned on until a reconnection fee has been paid and the water service has been repaired. When the waste of water is great, or when damage is likely to result from the leak, the water will be turned off if the repair is not proceeded with immediately.

(B) No claim may be made against the City because of any breaking of any watermain, service pipe, or fixture or for any other interruption of supply.

Section 6. City Code Section 53.05 is amended so as to read as follows:

§ 53.05 REPAIRS OF LEAKS OR STOPPAGE

(A) The property owner is responsible for all maintenance and repairs to the sanitary sewer service line between the sewer main and the building being served.

(B) The costs to restore bituminous and curb and gutter for any maintenance or repair that requires excavation into a paved street shall be shared equally between the City and the property owner provided the service pipe failure was not due to misuse by the occupants or users of the building being served. Costs sharing only applies to restoring the street bituminous layer back to a paved street including curb and gutter and does not include excavation, filling or replacement or repair of service lines.

(C) No claim may be made against the City because of any breaking of any service pipe or fixture or for interruption of services.

Section 7. Effective Date. The effective date of this ordinance shall be the _____ day of _____, 2022.

THIS ORDINANCE was introduced on _____, 2022, and adopted by the City Council of the City of Fergus Falls, Minnesota, on the _____ day of _____, 2022, by the following vote:

AYES:

NAYS:

ATTEST:

APPROVED:

City Administrator

Mayor

Published in the Fergus Falls Daily Journal on _____, 2022.

barb/clients/city/ord26

ORDINANCE NO. 21, EIGHTH SERIES

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

THE CITY OF FERGUS FALLS DOES ORDAIN:

Section 1. Hearing. Pursuant to due notice, a hearing was held by the Planning Commission on February 28, 2022, upon the changes herein described and all parties desiring to be heard thereon were afforded such opportunity.

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

Reserves 70, 71 and 72 and that part of Reserve 73 lying East of the West line of Vine Street and lying North of the Red River, excepting therefrom the West 60 feet thereof, according to the plat of the Reserves in the Original Plat and North Division to the City of Fergus Falls, Minnesota,

should be and is hereby removed from an I-2 General Industrial District and placed in a B-3 General Business District.

Section 3. Effective Date. The effective date of this ordinance shall be the _____ day of _____, 2022.

THIS ORDINANCE was introduced on _____, 2022, and adopted by the City Council of the City of Fergus Falls, Minnesota, on the _____ day of _____, 2022, by the following vote:

AYES:

NAYS:

ATTEST:

APPROVED:

City Administrator

Mayor

Published in the Fergus Falls Daily Journal on _____, 2022.



Council Action Recommendation

Page 1 of 1

Meeting Date: April 4, 2022

Subject: Campus View Estates

Recommendation: Please approve the Development Agreement between the City of Fergus Falls and Prairie View Development LLC.

Background/Key Points:

The City approved establishing Tax Increment District No. 4-14 (housing district) for the Campus View Estates project on September 7, 2021. Prairie View Development LLC agrees to construct 18 twin-homes (36 units) and 10 rental townhomes over 6 years. Construction was initiated during 2021. Infrastructure consisting of streets, water, sewer, and storm water improvements are required for the development.

The City has received bids and approved the contract for construction of infrastructure improvements, contingent on the approval of a development agreement and special assessments. The City plans to issue General Obligation Tax Increment bonds to finance the infrastructure improvements. The City has followed the Minnesota Statute 429 process for levying special assessments against the benefiting properties in the amount of \$1,656,000. The special assessments are calculated to cover 100% of the project costs and prior assessments along Park Street.

The tax increment generated from the development is estimated to cover the debt service of the bonds. The Finance Director will annually calculate available tax increment and apply the increment to the debt service payments. If there is sufficient tax increment, then the special assessments for the year are intended to be eliminated. If there is a shortfall of tax increment, the City may be required to bill the home owner for a portion of the annual special assessment.

Budgetary Impact: Tax increments generated by the Tax Increment Financing District are estimated to cover the debt service on the bonds. The special assessments are also pledged as security for payment of the bonds.

Originating Department: Finance

Respectfully Submitted: Bill Sonmor, Finance Director

Attachments:

Development Agreement

DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF FERGUS FALLS, MINNESOTA

AND

PRAIRIE VIEW DEVELOPMENT LLC

This document drafted by:

TAFT STETTINIUS & HOLLISTER LLP
2200 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402

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DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of the ____ day of _____, 2022, by and between the City of Fergus Falls, Minnesota (the "City"), a home rule charter city and a political subdivision organized and existing under the laws of the State of Minnesota and Prairie View Development LLC, a Minnesota limited liability company (the "Developer"),

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Section 469.124 through 469.133, the City has formed Municipal Development District No. 4 (the "Development District") and has adopted a development program therefor (the "Development Program"); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended (hereinafter, the "Tax Increment Act"), the City has created within the Development District, Tax Increment Financing (Housing) District No. 4-14 (the "Tax Increment District"), and has adopted a tax increment financing plan therefor (the "Tax Increment Plan") which provides for the use of tax increment financing in connection with certain development within the Development District; and

WHEREAS, in order to achieve the objectives of the Development Program and particularly to make the land in the Development District available for development by private enterprise in conformance with the Development Program, the City has determined to assist the Developer with the financing of certain costs related to a Project (as hereinafter defined) to be constructed within the Tax Increment District as more particularly set forth in this Agreement; and

WHEREAS, the City believes that the development and construction of the Project, and its related improvements, and the fulfillment of this Agreement are vital and are in the best interests of the City, the health, safety, morals, and welfare of the residents of the City, and in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, do not apply to this Agreement pursuant to an exemption for housing:

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Development Agreement, as the same may be from time to time modified, amended or supplemented;

Assessments means the special assessments assessed against the Units for the cost to construct the Public Improvements;

Bonds means the General Obligation Tax Increment Bonds, Series 2022A, and any bonds issued to refund such bonds;

City means the City of Fergus Falls, Minnesota, its successors and assigns;

Compliance Certificate means the certificate of compliance in substantially the form attached hereto as Exhibit C;

County means Otter Tail County, Minnesota;

Developer means Prairie View Development LLC, its successors and assigns;

Development District means the real property described in the Development Program;

Development Program means the development program approved in connection with the Development District;

Development Property means the real property described in Exhibit A attached to this Agreement;

Development and Assessment Schedule means the schedule described in Exhibit D attached to this Agreement;

Event of Default means any of the events described in Section 4.1 hereof;

Legal and Administrative Expenses means the fees and expenses incurred by the City in connection with the review and analysis of the development proposed under this Agreement, the adoption and administration of the Tax Increment Financing Plan and establishment of the Tax Increment District, and the preparation of this Agreement including, but not limited to, attorney and municipal advisor fees and expenses;

Notice, Consent, and Agreement of Assessments means the notice, consent, and agreement of assessments in substantially the form attached hereto as Exhibit E;

Owner-Occupied Units means the approximately 36 owner-occupied units;

Prime Rate means the rate of interest from time to time publicly announced by U.S. Bank National Association in St. Paul, Minnesota, as its "prime rate" or "reference rate" or any successor rate, which rate shall change as and when that rate or successor rate changes;

Project means the construction by the Developer of approximately 18 twin homes, constituting the Owner-Occupied Units, and approximately 10 row homes, constituting the Rental Units, and all site improvements related thereto, to be located on the Development Property;

Public Improvements means the new construction of (i) sanitary sewer (PI No. 7211), water main (PI No. 8226), storm sewer with pond (PI No. 5345), sanitary services (PI No. 7211), water services (PI No. 8226), and bituminous street (PI No. 5345) on Campus Drive between North Union Avenue and Park Street within the City, and (ii) sanitary services (PI No. 7211), water services (PI No. 8226), storm sewer with pond (PI No. 5345), and bituminous street (PI No. 5345) along Park Street and the eastern border of the Development Property, all constructed and installed by the City and serving the Development Property;

Purchaser's Application means the application of the purchaser in substantially the form attached hereto as Exhibit B;

Rental Units means the approximately 10 row-home rental units;

Sale Price means the price received by the Developer for the sale of each Owner-Occupied Unit;

State means the State of Minnesota;

Tax Increment Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

Tax Increment District means Tax Increment Financing (Housing) District No. 4-14, located within the Development District, a description of which is set forth in the Tax Increment Financing Plan, and which was qualified as a housing district under the Tax Increment Act;

Tax Increment Financing Plan means the tax increment financing plan approved for the Tax Increment District by the City Council on September 7, 2021, and any future amendments thereto;

Tax Increments means 95% of the tax increments derived from the Development Property which have been received by the City in accordance with the provisions of Minnesota Statutes, Section 469.177;

Termination Date means the earlier of (i) the date on which the Bonds are paid off, (ii) the earliest date on which both the Tax Increment District has expired or has been otherwise terminated, or (iii) the date this Agreement is terminated or rescinded in accordance with its terms;

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, material shortages, unusually severe or prolonged bad weather, pandemics affecting the State as determined by the Governor, acts of war or terrorism, acts of God, fire or other casualty to the Project, discovery of unknown hazardous materials or other concealed site conditions or delays of contractors due to such discovery, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays; and

Unit means each of the Owner-Occupied Units or the Rental Units.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a home rule charter city and a political subdivision of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) Based on the representations of the Developer and the covenants contained herein, the Tax Increment District is a "housing district" within the meaning of Minnesota Statutes, Section 469.174, subdivision 11, and was created, adopted and approved in accordance with the terms of the Tax Increment Act.

(3) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Development Program.

(4) To finance certain costs within the Tax Increment District, the City proposes, subject to the further provisions of this Agreement, to apply Tax Increments to the payment of the Bonds.

(5) The City makes no representation or warranty, either expressed or implied, as to the Development Property or its condition or the soil conditions thereon, or that the Development Property shall be suitable for the Developer's purposes or needs.

(6) The City agrees to install the Public Improvements and shall determine the timing for the installation of the Public Improvements.

Section 2.2 Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a Minnesota limited liability company and has the power and authority to enter into this Agreement and to perform its obligations hereunder, and doing so will not violate its articles of organization, operating agreement, or any other of its governing documents, or the laws of the State, and by proper action has authorized the execution and delivery of this Agreement.

(2) The Developer shall cause the Project to be constructed in accordance with the terms of this Agreement, the Development Program, and all local, state, and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

(3) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(4) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented or limited by, or conflicts with or results in a breach of, the terms, conditions, or provision of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(5) The Developer will cooperate fully with the City with respect to any litigation commenced with respect to the Project.

(6) The Developer will cooperate fully with the City in the resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction of the Project, and the operation of the Rental Units.

(7) Construction of the Project, subject to Unavoidable Delays, shall be in accordance with the Development and Assessment Schedule attached hereto as Exhibit D.

(8) The Developer will obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed.

(9) The Developer acknowledges that the projections of Tax Increments contained in the Tax Increment Financing Plan are estimates only and the Developer acknowledges that it shall place no reliance on the amount of projected Tax Increments and the amount of such Tax Increments to be credited against the Assessments.

(10) The Developer represents that, due in part to the significant income limitations which will apply to the renters of the Rental Units and the purchasers of the Owner-Occupied Units, the construction of the Project within the reasonably foreseeable future is conditioned on the assistance and benefit to the Developer provided for in this Agreement.

(11) The Developer further acknowledges and agrees that the eligible purchasers of each Owner-Occupied Unit must be persons who are purchasing such unit for their own occupancy.

(12) The Developer agrees to provide the Notice, Consent, and Agreement of Assessments, the form of which is attached hereto as Exhibit E, to each purchaser of an Owner-Occupied Unit, and shall provide the City with a copy of each upon execution by both parties.

ARTICLE III

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 Legal and Administrative Expenses. The Developer shall pay the City for all Legal and Administrative Expenses upon the request of the City.

Section 3.2 Issuance of Bonds. The City agrees to exercise its best efforts to take all steps necessary to issue the Bonds in an amount sufficient to finance the costs of the construction of the Public Improvements upon satisfaction of the following condition precedent: The Developer shall furnish the City evidence, in a form satisfactory to the City such as a letter of commitment from a bank or other lending institution, that the Developer has firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to complete the Project in conformance with the construction plans, or the City shall receive such other evidence of financial ability as in the reasonable judgment of the City is required. Furthermore, the obligation of the City to issue the Bonds shall be subject to the limitations provided in Section 3.3 of this Agreement.

Section 3.3 Limitations on Undertaking of the City. Notwithstanding the provisions of Sections 3.1 and 3.2, the City shall have no obligation to the Developer under this Agreement to issue the Bonds if any of the following conditions exist:

- (1) The City is entitled under Section 4.2 of this Agreement to exercise any of the remedies set forth therein as a result of an Event of Default; or
- (2) There has been, or there occurs, a substantial change for the worse in the financial resources and ability of the Developer, or a substantial decrease in the financing commitments secured by the Developer for construction of the Project, which change(s) makes it substantially more likely, in the reasonable judgment of the City, that the Developer will be unable to fulfill its covenants and obligations under this Agreement.

Section 3.4 Compliance with Low and Moderate Income Requirements. The City and the Developer understand and agree that the Tax Increment District will constitute a "housing district" under Section 469.174, subdivision 11, of the Tax Increment Act. Accordingly, the Developer covenants to abide by the following restrictions and agrees not to take or suffer to be taken any actions with respect to the Project which individually or in the aggregate would cause the Tax Increment District not to qualify as a "housing" district under the Tax Increment Act.

- (1) With regards to the Owner-Occupied Units:
 - (A) In compliance with Section 469.1761, subdivision 2, of the Tax Increment Act, the Developer agrees that at least 95% of the Owner-Occupied Units must be initially purchased and occupied by individuals and families whose family income does not exceed the income requirements for qualified mortgage bond projects under Section 143(f) of the Internal Revenue Code, being generally equal to or less than 115% of the applicable median family income for households of 3 or more persons and 100% of that median income for 1 and 2 person households (a "Qualifying Purchaser"). However, notwithstanding the foregoing the Developer may sell an Owner-Occupied Unit to a

purchaser whose income does not meet the foregoing income limit (a "Non-Income Qualifying Purchaser") provided that the Developer notifies the City of such sale at the time of execution of the purchase agreement relating to such Owner-Occupied Unit. The City covenants that it will take all required action to remove such Owner-Occupied Unit from the Tax Increment District. The City and the Developer understand and agree that no Tax Increments from such Owner-Occupied Unit shall be used to reduce the amount of the Assessments. For these purposes, the applicable median family income is the higher of (1) the area median gross income for the area in which the housing is located (being, in 2021, \$73,800 for the County) and (2) the statewide median gross income (being, in 2021, \$93,100 for the State). Therefore, the applicable income limits for 2021 would be \$93,100 for a 1 or 2 person household and \$107,065 for a household of 3 or more persons. These limits will change accordingly with the annual revisions of the underlying applicable median gross income figures. The Developer covenants to abide by the aforesaid restrictions and agrees not to take or suffer to be taken any actions with respect to the Project which individually or in the aggregate would cause the Tax Increment District not to qualify as a "housing" district under the Tax Increment Act. Prior to the sale of any Owner-Occupied Unit the Developer shall cause the potential purchaser to submit to the City the Purchaser's Application, in substantially the form attached as Exhibit B, prepared by the potential purchaser, and the City will determine whether such potential purchaser will be a Qualifying Purchaser. The Developer shall immediately notify the City of any purchase agreement regarding any Owner-Occupied Unit of the Project. If the Developer shall sell a lot on which an Owner-Occupied Unit will be constructed to another builder who will construct an Owner-Occupied Unit, the Developer shall cause the builder and the purchaser of such Owner-Occupied Unit to provide documentation as required by this Section.

(2) With regards to the Rental Units:

(A) the Developer agrees that the Project must satisfy, or be treated as satisfying, the income requirements for a qualified residential rental project as defined in Section 142(d) of the Internal Revenue Code. The parties further agree that no more than 20% of the square footage of the Project may consist of commercial, retail, or other nonresidential uses. The Developer must meet the above requirements as follows:

(i) At least 20% of the Rental Units in the Project must be occupied or available for occupancy by persons whose incomes do not exceed 50% of the County median income; and

(ii) The limits described in clause (i) must be satisfied through the Termination Date. Income for occupants of units described in clause (i) shall be adjusted for family size in accordance with Section 142(d) of the Internal Revenue Code and related regulations.

(B) After the execution of this Agreement and on or before each April 1, the Developer or an agent of the Developer must deliver or cause to be delivered to the City a Compliance Certificate executed by the Developer covering the preceding twelve (12) months together with written evidence satisfactory to the City of compliance with the

covenants in this Section. This evidence must include a statement of the household income of each qualifying renter, a written determination that each qualifying renter's household income falls within the qualifying limits of this Section (and Section 142(d) of the Internal Revenue Code), and certification that the income documentation is correct and accurate (and that the determination of qualification was made in compliance with Section 142(d) of the Internal Revenue Code). The City may review, upon request, all documentation supporting the Developer submissions and statements. In determining compliance with this Section, the Developer must use the County median incomes for the applicable year, as promulgated by the Minnesota Housing Finance Agency based on the area median incomes established by the United States Department of Housing and Urban Development.

Section 3.5 Real Property Taxes and Special Assessments.

(1) With regards to the Owner-Occupied Units:

(A) The Developer shall pay all real property taxes and special assessments, including the Assessments, payable for each parcel to contain an Owner-Occupied Unit, until the sale of such Owner-Occupied Unit.

(B) The Developer agrees that prior to sale of each Owner-Occupied Unit:

(i) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of the real property contained on the parcel of such Owner-Occupied Unit determined by any tax official to be applicable to such Owner-Occupied Unit or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to such parcel of such Owner-Occupied Unit, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(ii) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of the real property contained on the parcel of such Owner-Occupied Unit determined by any tax official to be applicable to such Owner-Occupied Unit or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings with respect to such parcel of such Owner-Occupied Unit; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(iii) It will not seek any tax deferral or abatement, either presently or prospectively authorized under Minnesota Statutes, Section 469.1813, or any other State or federal law, of the ad valorem property taxation of the real property contained on the parcel of such Owner-Occupied Unit between the date of execution of this Agreement and the date such Owner-Occupied Unit is sold;

(iv) It will not seek a reduction in the market value as determined by the County Assessor of any parcel within the portion of the Development Property

containing the Owner-Occupied Units, pursuant to the provisions of this Agreement, for so long as any such parcel is owned by the Developer; and

(v) It will not challenge the validity or the dollar amount of the Assessments.

(2) With regards to the Rental Units:

(A) Prior to the Termination Date, the Developer shall pay all real property taxes and special assessments, including the Assessments, payable with respect to all parcels to contain Rental Units.

(B) The Developer agrees that prior to the Termination Date:

(i) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of the real property contained on the parcels of the Rental Units determined by any tax official to be applicable to the Rental Units or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Rental Units, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(ii) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of the real property contained on the parcels of the Rental Units determined by any tax official to be applicable to the Rental Units or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings with respect to the Rental Units; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(iii) It will not seek any tax deferral or abatement, either presently or prospectively authorized under Minnesota Statutes, Section 469.1813, or any other State or federal law, of the ad valorem property taxation of the real property contained on the parcels of the Rental Units between the date of execution of this Agreement and the Termination Date;

(iv) It will not seek a reduction in the market value as determined by the County Assessor of the portion of the Development Property containing the Rental Units, pursuant to the provisions of this Agreement, for so long as the Bonds remain outstanding; and

(v) It will not challenge the validity or the dollar amount of the Assessments.

Section 3.6 Assessments Levied. The City shall levy the Assessments in 2022 against each Unit for its respective share of the portion of the costs of the Public Improvements, in accordance with the Development and Assessment Schedule, and the principal amount of such

Assessments shall be payable over a 20 year period, together with interest at a rate of 5.0%, commencing in the years indicated on the Development and Assessment Schedule.

Section 3.7 Bonds; Reduction of Assessments. For each year that Tax Increments are generated from the Development Property, the City shall reduce the annual Assessments to be certified by the City by an amount equal to the dollar amount of the Tax Increments received in the same year and determined by the City to be available and allocated to each Unit both as determined by the City in its sole discretion; provided, however, that the Assessments attributable to an Owner-Occupied Unit that has been sold to a Non-Income Qualifying Purchaser as described in Section 3.4(1)(A) herein, shall not be reduced in any event, nor shall Assessments attributable to any of the Units be reduced in the event of a failure to pay property taxes or Assessments for such Unit.

ARTICLE IV

EVENTS OF DEFAULT

Section 4.1 Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay any ad valorem real property taxes and special assessments or other City payments due and owing with respect to the Project, when due and payable.

(2) Failure of the Developer to submit a Purchaser's Application to the City prior to the sale of any Owner-Occupied Unit.

(3) Failure by the Developer to cause the construction of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement.

(4) Failure of the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

(5) The holder of any mortgage on the Development Property or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents while the Development Property is owned by the Developer.

(6) If the Developer shall:

(A) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(B) make an assignment for the benefit of its creditors; or

(C) admit in writing its inability to pay its debts generally as they become due;
or

(D) be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or a receiver, liquidator or trustee of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within sixty (60) days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 4.2 Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of

the following actions after the giving of thirty (30) days' written notice to the Developer, but only if the Event of Default has not been cured within said thirty (30) days:

(1) The City may suspend its performance under this Agreement, including but not limited to, not applying Tax Increments to reduce the Assessments levied against the Rental Units, as described in Section 3.7, until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.

(2) The City may cancel and rescind the Agreement.

(3) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5 Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 4.6 Indemnification of City.

(1) The Developer (a) releases the City and its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees (collectively, the "Indemnified Parties") from, (b) covenants and agrees that the Indemnified Parties shall not be liable for, and (c) agrees to indemnify and hold harmless the Indemnified Parties against, any claim, cause of action, suit or liability for loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project or on the Development Property.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit,

action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement or to any actions undertaken by the City which are not contemplated by this Agreement but shall, in any event and without regard to any fault on the part of the City, apply to any pecuniary loss or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the City at a rate equal to the Prime Rate) as a result of the Developer operating the Project so that the Tax Increment District does not qualify or ceases to qualify as a "housing district" under Section 469.174, subdivision 11, of the Tax Increment Act or to violate limitations as to the use of Tax Increments as set forth in Section 469.176, subdivision 4d, of the Tax Increment Act.

(3) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

ARTICLE V

ADDITIONAL PROVISIONS

Section 5.1 Restrictions on Use. The Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that during the term of this Agreement the Developer and such successors and assigns shall operate, or cause to be operated, the Project as a residential community of owner-occupied and rental homes, and shall devote the Development Property to, and in accordance with, the uses specified in this Agreement.

Section 5.2 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 5.3 Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.4 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (1) in the case of the Developer is addressed to or delivered personally to:

Prairie View Development LLC
Attn: _____
1002 Clearview Ct.
Fergus Falls, MN 56537

- (2) in the case of the City is addressed to or delivered personally to the City at:

City of Fergus Falls
112 West Washington Avenue
Fergus Falls, MN 56537

with a copy to:

Taft Stettinius & Hollister LLP
Attention: Mary Ippel
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 5.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.6 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 5.7 Expiration. This Agreement shall expire on the Termination Date.

Section 5.8 Provisions Surviving Rescission or Expiration. Sections 3.4, 4.5, and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 5.9 Assignment of Agreement. This Agreement may be assigned only with the consent of the City.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf and the Developer has caused this Agreement to be duly executed on its behalf, on or as of the date first above written.

CITY OF FERGUS FALLS, MINNESOTA

By _____
Its Mayor

By _____
Its Administrator

This is a signature page to the Development Agreement by and between the City of Fergus Falls, Minnesota, and Prairie View Development LLC.

PRAIRIE VIEW DEVELOPMENT LLC

By _____

Its _____

This is a signature page to the Development Agreement by and between the City of Fergus Falls, Minnesota, and Prairie View Development LLC.

EXHIBIT A

DESCRIPTION OF DEVELOPMENT PROPERTY

Owner-Occupied portion of the Development Property:

Parcel ID Numbers	
71003992011000	71003991993000
71003992012000	71003991994000
71003992013000	71003991995000
71003992014000	71003991996000
71003992015000	71003991997000
71003992016000	71003991998000
71003992005000	71003991986000
71003992006000	71003991987000
71003992007000	71003991999000
71003992008000	71003992000000
71003992009000	71003992001000
71003992010000	71003992002000
71003991989000	71003991980000
71003991990000	71003991981000
71003991991000	71003991982000
71003991992000	71003991983000
71003992003000	71003991984000
71003992004000	71003991985000

Rental portion of the Development Property:

Parcel ID No.
71003991979000

EXHIBIT B

PURCHASER'S APPLICATION

CITY OF FERGUS FALLS, MINNESOTA

PROPERTY INFORMATION

Legal description of property to be sold: Lot _____ Block _____
Subdivision _____

Parcel Identification No. _____

Postal Address of Parcel _____

PURCHASER INFORMATION

Name of Purchaser _____

Current Address _____

Current Phone # _____

Number of family members (circle one): 2 or less 3 or more

Annual Household Income* \$ _____

**Annual Household Income must be supported by documentation (i.e. copy of most current 1040's, etc.). Failure to provide verification will constitute a "non-qualifying family".*

INCOME LIMIT INFORMATION

2021 Income Limitation on families of 2 or less is \$93,100.

2021 Income Limitation on families of 3 or more is \$107,065.

Does the Purchaser meet these limits and has appropriate documentation been submitted?

_____ YES _____ NO

Pursuant to the Development Agreement between the City of Fergus Falls, Minnesota, and Prairie View Development LLC, 95% of the owner-occupied units within this project must be initially purchased and occupied by individuals whose family income is less than or equal to the income requirements for qualified mortgage bond projects under section 143(f) of the Internal Revenue Code. See Section 3.4(1)(A) of the Development Agreement.

By signing this document, I/we certify that all information on this application and all information furnished in support of this application are true and complete to the best of my/our knowledge and belief.

Signature of Purchaser (s) _____ Date _____

Signature of Purchaser (s) _____ Date _____

Reviewed and approved on behalf of Prairie View Development LLC:

By _____ Date _____

EXHIBIT C

COMPLIANCE CERTIFICATE

The undersigned Prairie View Development LLC, does hereby certify that as of the date of this Certificate and for the previous twelve (12) months prior to the execution of this Certificate not less than 20% of the Rental Units, as defined by that certain Development Agreement between the Developer and the City of Fergus Falls, Minnesota, of the Campus View Estates Housing Project that are being leased in Fergus Falls, Minnesota (the "Project"), were occupied by individuals whose income is 50% or less of the Otter Tail County median income.

Dated this ____ day of _____, 20__.

PRAIRIE VIEW DEVELOPMENT LLC

By _____
Its _____

[Attach income verification required by Section 3.4, including worksheet below]

TENANT INCOME CERTIFICATION

Effective Date: _____
Move-In Date: _____

Initial Certification
 Recertification
 Other _____

PART I. – DEVELOPMENT DATA

Property Name: _____ County: _____ BIN #: _____
 Address: _____ Unit Number: _____ #Bedrooms: _____

PART II. – HOUSEHOLD COMPOSITION

HH Mbr #	Last Name	First Name & Middle Initial	Relationship to Head of Household	Date of Birth (MM/DD/YYYY)	F/T Student	Social Security or Alien Reg. No.
1			HEAD			
2						
3						
4						
5						
6						
7						

PART III. – ANNUAL INCOME (USE ANNUAL AMOUNTS)

HH Mbr #	(A) Employment or Wages	(B) Soc. Security/Pensions	(C) Public Assistance	(D) Other Income
TOTALS	Add totals from (A) through (D), above			TOTAL INCOME (E):

PART IV. – INCOME FROM ASSETS

HH Mbr #	(F) Type of Asset	(G) C/I	(H) Cash Value of Asset	(I) Annual Income from Asset
TOTALS:				

Total Cash Value If (H) is over \$5000 _____ X .06% = (J) Imputed Inc. _____
 Enter the greater of the total of column I, or J: imputed income **TOTAL INCOME FROM ASSETS (K)** _____
 (L) Total Annual Household Income from all Sources Add (E) and (K) _____

HOUSEHOLD CERTIFICATION & SIGNATURES

The information on this form will be used to determine maximum income eligibility. I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full time student.

Under penalties of perjury, I/We certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

Signature	(Date)	Signature	(Date)
Signature	(Date)	Signature	(Date)

**EXHIBIT D
DEVELOPMENT AND ASSESSMENT SCHEDULE**

Rental Units:

Parcel ID No.	Total Dollar Amount of Levied Assessments
71003991979000	\$415,229

- Construction commences no later than December 31, 2026.
- Rental Units are completed by December 31, 2027.
- Special Assessments are levied in 2022, deferred, and then due and payable commencing 2029.

Owner-Occupied Units:

- First set of 3 twin homes (6 Owner-Occupied Units)

Parcel ID No.	Total Dollar Amount of Levied Assessments
71003992011000	\$23,603
71003992012000	\$23,603
71003992013000	\$23,603
71003992014000	\$23,603
71003992015000	\$24,373
71003992016000	\$26,535

- Construction commences no later than December 31, 2021.
- Construction is completed by December 31, 2022.
- Special Assessments are levied in 2022, and due and payable commencing 2024.

- Second set of 3 twin homes (6 Owner-Occupied Units)

Parcel ID No.	Total Dollar Amount of Levied Assessments
71003992005000	\$24,169
71003992006000	\$23,038
71003992007000	\$23,603
71003992008000	\$23,603
71003992009000	\$23,603
71003992010000	\$23,603

- Construction commences no later than December 31, 2022.
- Construction is completed by December 31, 2023.
- Special Assessments are levied in 2022, deferred, and then due and payable commencing 2025.

- Third set of 3 twin homes (6 Owner-Occupied Units)

Parcel ID No.	Total Dollar Amount of Levied Assessments
71003991989000	\$39,222
71003991990000	\$41,040
71003991991000	\$40,132
71003991992000	\$40,132
71003992003000	\$25,938
71003992004000	\$23,391

- Construction commences no later than December 31, 2023.
- Construction is completed by December 31, 2024.
- Special Assessments are levied in 2022, deferred, and then due and payable commencing 2026.

- Fourth set of 3 twin homes (6 Owner-Occupied Units)

Parcel ID No.	Total Dollar Amount of Levied Assessments
71003991993000	\$40,132
71003991994000	\$40,132
71003991995000	\$40,382
71003991996000	\$40,895
71003991997000	\$40,697
71003991998000	\$45,314

- Construction commences no later than December 31, 2024.
- Construction is completed by December 31, 2025.
- Special Assessments are levied in 2022, deferred, and then due and payable commencing 2027.

- Fifth set of 3 twin homes (6 Owner-Occupied Units)

Parcel ID No.	Total Dollar Amount of Levied Assessments
71003991986000	\$39,491
71003991987000	\$42,800
71003991999000	\$45,646
71003992000000	\$41,604
71003992001000	\$40,199
71003992002000	\$45,886

- Construction commences no later than December 31, 2025.
- Construction is completed by December 31, 2026.
- Special Assessments are levied in 2022, deferred, and then due and payable commencing 2028.

- Sixth set of 3 twin homes (6 Owner-Occupied Units)

Parcel ID No.	Total Dollar Amount of Levied Assessments
71003991980000	\$40,132
71003991981000	\$40,132
71003991982000	\$40,132
71003991983000	\$40,132
71003991984000	\$40,132
71003991985000	\$40,132

- Construction commences no later than December 31, 2026.
- Construction is completed by December 31, 2027.
- Special Assessments are levied in 2022, deferred, and then due and payable commencing 2029.

EXHIBIT E

NOTICE, CONSENT, AND AGREEMENT OF ASSESSMENTS

This NOTICE, CONSENT, AND AGREEMENT OF ASSESSMENTS (this "Agreement") is entered into this ____ day of _____, 20__ (the "Effective Date"), by and between the Prairie View Development LLC (the "Developer"), and _____ (the "Purchaser", and together, with the Developer, the "Parties", each, individually, a "Party").

All capitalized terms contained herein, and not otherwise defined in this Agreement, have the meaning prescribed to them as contained in the Development Agreement (as defined below).

WHEREAS, the Developer desires to sell and convey, and the Purchaser desires to purchase, certain real property, pursuant to a certain purchase agreement between the Parties, and legally described as follows:

_____ (the "Property"); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended (hereinafter, the "Tax Increment Act"), the City has created Tax Increment Financing (Housing) District No. 4-14 (the "Tax Increment District"), and has adopted a tax increment financing plan therefor (the "Tax Increment Plan") which provides for the use of tax increment financing in connection with certain development within the Tax Increment District; and

WHEREAS, the Property is within the Tax Increment District, and is anticipated to generate Tax Increments (as defined in the Tax Increment Plan), which the City intends to use as described in this Agreement; and

WHEREAS, the Developer and the City of Fergus Falls, Minnesota (the "City"), entered into a certain Development Agreement, dated _____, 20__ (the "Development Agreement"), of which the Property is subject to, and by which the City agreed to, among other things, levy special assessments on the Property pursuant to the Development and Assessment Schedule (the "Schedule"), attached as Exhibit D to the Development Agreement, for public improvements benefitting the Property, and by which the Developer agreed to provide notice to, and obtain consent from, each purchaser of an Owner-Occupied Unit:

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the Parties hereto, each of them does hereby covenant and agree with the other as follows:

1. The Developer has provided, and the Purchaser has received, notice that: The City has levied, or will levy, special assessments in the principal amount of \$ _____,

against the Property, and such assessments are or shall be payable in the years _____ to _____, commencing _____, _____, together with interest at a rate of 5.0%.

2. **FOR QUALIFYING PURCHASERS.**

Initial here

Developer

Purchaser

a. The Purchaser, whose family income is equal to or less than (i) 115% of the applicable median family income for households of 3 or more persons, or (ii) 100% of the median income for 1 and 2 person households, understands that it is the intent of the City for each year that Tax Increments are generated from the Development Property (as defined by the Development Agreement), the City shall reduce the annual special assessments to be certified by the City by an amount equal to the dollar amount of the Tax Increments received in the same year and determined by the City to be available and allocated to the Property both as determined by the City in its sole discretion. For example, if a special assessment to be certified against the Property in a particular year is \$5,000, and the allocation of Tax Increments to be used to reduce the special assessment is \$4,000. The balance of the special assessment to be certified against the Property is \$1,000.

b. The City shall not reduce the special assessments due and payable by the owner of the Property in the event the Purchaser fails to pay property taxes or special assessments on the Property when due and payable.

c. The Purchaser agrees not to rely upon the collection of Tax Increments, and understands that the amount of Tax Increments derived from the Tax Increment District is subject to multiple factors outside of the control of the City, including but not limited to, the market value of the parcels in the Tax Increment District, failure to pay property taxes, and changes in the Tax Increment Act. No reliance should be placed by the Purchaser on the amount of Tax Increments available to be used to cancel the annual amounts of the special assessments.

OR

Initial here

Developer

Purchaser

FOR NON-INCOME QUALIFYING PURCHASERS. The Purchaser, whose family income is greater than (i) 115% of the applicable median family income for households of 3 or more persons, or (ii) 100% of that median income for 1 and 2 person households, understands that the City shall not reduce the special assessments due and payable by the owner of the Property in any event.

3. The Purchaser acknowledges that it is obliged to pay the special assessments, as described in paragraph 1 above, to the extent not reduced by Tax Increments, when due.

IN WITNESS WHEREOF, the Developer has caused this Agreement to be duly executed in its name and on its behalf and the Purchaser has caused this Agreement to be duly executed on its behalf, on or as of the date first above written.

DEVELOPER

By _____
Its _____

By _____
Its _____

PURCHASER

By _____
Its _____

By _____
Its _____

This is a signature page to the Notice, Consent, and Agreement of Assessments.



Council Action Recommendation

Meeting Date:

March 21, 2022 – City Council

Subject:

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

Recommendation:

- Adoption of the final assessment roles for P.I. No. 5958 contingent on Accepting the Developers Agreement between the City of Fergus Falls and Prairie View Development, LLC for P.I. No. 5958 scheduled for presentation at the April 4, 2022 City Council

Background/Key Points:

The legal publication and individual final assessment notices have been sent to the special benefitting properties for the above referenced project.

Budgetary Impact:

Final Cost Hearing For C.P. No. 5958

Type of Project:

New construction of Sanitary Sewer, Water Main, Storm Sewer with pond, Sewer & Water Services and Bituminous Street, etc. on Campus Drive: Union Avenue to Park Street. New construction of Sewer & Water Services on Park Street: Near the intersection of Hillside Avenue.

Location:

Campus Drive: Union Avenue to Park Street
Park Street: Near the intersection with Hillside Avenue

Hearing Date: Due Date: Interest Rate: Assessment: Local:

March 21, 2022 May 6, 2022 4.5% 20 years 55

Construction Bid (Award Pending)

Contractor – Central Specialties, Inc. \$1,070,620.75

Misc. Project Costs:

Bond Costs	\$ 60,000
Previously Deferred Special Assessments (Park St.)	31,500
Previous City Admin. / Engr. Costs	41,000
Future City Admin. / Engr. Costs	45,000
Developer's "Incurred" Costs (Retroactive)	94,000
Future Const. Engr. Costs (Interstate Engineering, etc.)	150,000
Construction Contingency Cost (15% of Bid)	<u>163,879.25</u>
	\$ 585,379.25

TOTAL PROJECT COST = \$ 1,656,000.00 (100%)

Final Special Assessments Rates:

Curb, Gutter & Bituminous Street (32 units)	= \$ 16,850.09 per unit
Curb, Gutter & Bituminous Street (14 units)	= \$ 8,317.55 per unit
Sanitary Sewer Mains (32 units)	= 4,600.09 per unit
Sanitary Sewer Services (32 units)	= 3,307.97 per unit
Sanitary Sewer Services (14 units)	= 3,842.39 per unit
Water Mains (32 units)	= 4,818.84 per unit
Water Services (32 units)	= 3,481.88 per unit
Water Services (14 units)	= 4,016.42 per unit
Storm Sewer (315,249 S.F.)	= 1.1789 per S. F.

Cost Breakout – Special Assessments:

Curb, Gutter & Bituminous Street - Total	= \$ 655,648.58
C, G & Bit. Street (32 units)	= \$ 539,202.88
C, G & Bit. Street (14 units)	= \$ 116,445.70
Sanitary Sewer – Total:	= \$ 306,851.38
Sanitary Sewer Main (32 units)	= \$ 147,202.88
Sanitary Sewer Services (32 units)	= \$ 105,855.04
Sanitary Sewer Services (14 units)	= \$ 53,793.46
Water – Total:	= \$ 321,852.92
Water Main (32 units)	= \$ 154,202.88
Water Services (32 units)	= \$ 111,420.16
Water Services (14 units)	= \$ 56,229.88
Storm Sewer & Pond (315,249 S.F.)	= <u>\$ 371,647.05</u>
	1,655,999.93
Total Special Assessment Cost	= \$ 1,656,000.00

Financing:

TIF Bonds (Secured by Special Assessments - Deferred)	= \$ 1,624,500.00
Currently Deferred Sp. Assess. (previously financed)	= <u>31,500.00</u>
TOTAL	= \$ 1,656,000.00

NOTE: In accordance with the pending Developer's Agreement these special assessments will initially be deferred and will be activated on the following schedule or upon construction, whichever comes first:

Year	Description
2024	3 Twin Homes (6 units)
2025	3 Twin Homes (6 units)
2026	3 Twin Homes (6 units)
2027	3 Twin Homes (6 units)
2028	3 Twin Homes (6 units)
2029	3 Twin Homes (6 units)
2029	10 Rental Units

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. - City Engineer

Attachments:



Council Action Recommendation

Page 1 of 1

Meeting Date:

March 30, 2022 – Committee of the Whole

April 4, 2022 – City Council

Subject:

P. I. No. 9508 - Regional Treatment Center - Phase 3 Preservation Project

Recommendation:

- Accept Stantec's professional services agreement for Phase 3 Design in the amount of \$141,600.00
- Order the project plans and specifications

Background/Key Points:

At the February 22, 2022 City Council meeting, this Council made a motion to direct staff to revise the work scope for Phase III to only include Kirkbride Tower restoration. Stantec and staff have revised the work scope accordingly on the attached proposal. Stantec is proposing a design fee with reimbursable expenses in the amount of \$141,600.00 for this project. Stantec's proposal does not include any fees for Mold Abatement other than solicitation for Request for Proposal.

If acceptable, Stantec will begin the design and submit plans to SHPO at the 30-60-90% intervals and consult DEED in regards to grant eligibility of the associated work items during this process.

Budgetary Impact:

The City was awarded \$3,500,000 for Phase 2 & 3. The project expenditures to date for the Phase 2 Demolition (P.I. 9506) is \$2,447,035.65. A portion of the Phase 2 expenditures was funded with the initial Phase 1 grant balance of \$661,931.40. The remaining Phase 2 expenditures of \$1,785,104.25 will come from the Phase 2 grant. The unexpended Phase 2 grant at **\$1,714,895.75** has not been allocated to date. Stantec's professional services fees are reimbursable expenses.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. – City Engineer

Attachments:

Proposal – Stantec, dated March 11, 2022



Stantec Architecture Inc.
733 Marquette Avenue, Suite 1000, Minneapolis, MN 55402

March 11, 2022

Mr. Brian Yavarow

City of Fergus Falls
112 Washington Avenue West
Fergus Falls, MN 56537

Reference: Fergus Falls Regional Treatment Center (RTC) Phase 3 Mothballing Revised Proposal

Dear Brian,

Thank you for the opportunity to submit this revised proposal to provide professional architectural and engineering design and construction phase services for the Fergus Falls RTC Phase 3 Mothballing Project.

We are in receipt of the Master Plan and Reuse Feasibility Report dated July 31, 2021, as prepared by Collaborative Design. This report lists several potential reuse scenarios for the remaining campus buildings.

We understand this project will include additional work to stabilize the exteriors of the buildings and provide interior ventilation to improve the indoor air quality. The buildings included in this project under the base bid are:

- Building 1 – Administration Building – 24,760 SF (4+ stories)
 1. Perform mold survey and mold remediation
 2. Seal doors from Building 1 to the adjacent campus buildings
 3. Remove all temporary wood framing at main stair to allow full access to all floors
 4. Repair/replace exterior aluminum and wood windows
 5. Re-install grounding finial on tower roof
 6. Extend downspouts away from building
 7. Remove invasive vegetation at building foundation
 8. Clean center tower floors
 9. Remove and store all interior doors
 10. Remove temporary wood stairs and landing at east side of building. Remove the metal door and frame and infill the opening with concrete block. Remove the existing face brick installed under the Phase 1 at the east wall and install new custom fabricated face brick to match the original building brick in size and color.
 11. Remove existing center windows and wall in south wall at first floor to allow construction of a new exterior stair and new doors to replicate the original front entrance to this building.
- Mechanical Scope of Work
 1. Provide ventilation system and heating system sized for Building 1 to be used as modern office space.
 2. System will be sized to be AC ready with space identified for future equipment. However, coils, condensing units, and other equipment will not be included in the construction documents.
 3. Heat and reheat (where required) will be electric.
 4. Plumbing work is limited to HVAC condensate disposal.



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Reference: Fergus Falls Regional Treatment Center (RTC) Phase 3 Mothballing Revised Proposal

5. It is assumed this will be an air-only VAV system. While a number of other systems could utilize smaller ductwork (VRF, FPB, heat pump) they would also require piping, and add to the installation cost of the system.
 6. The central equipment will be located on the ground floor with shafts created for supply/return ductwork. Ductwork, VAV boxes, etc. will be tight to ceiling to fit above a future lay-in tile ceiling, approximately 24-30" below the existing plaster.
- Mechanical Work not included, but could be additional services if requested:
 1. Fire Protection/Sprinkler system
 2. Plumbing
 3. AC equipment
 4. Analysis of optional mechanical systems
 - Electrical Scope of Work
 1. Electrical connections as required for mechanical equipment.
 2. Empty conduit as required for controls wiring. Wiring will be included for 120V controls.
 3. Provide a new 600A, three phase panelboard with provisions to feed the existing 200A panel and future provisions to feed 200A panels to each floor.
 4. Modifications to existing panelboard as required to feed new HVAC equipment.
 - Electrical Work not included, but could be additional services if requested:
 1. Additional lighting including emergency and exit lighting
 2. Fire alarm systems updates
 3. Intrusion detection systems
 4. CCTV systems
 5. Access control systems

Mold Survey and Abatement

We will prepare an RFP requesting schedule and fee for this work in Building 1 and send it to the following companies:

Legend Technical Services, Inc.

IHSC

Titan Environmental

The cost for the mold survey and mold remediation is not included in this proposal. The proposals from the three firms listed above will be submitted to the City for review and approval.

Design and Bidding Phases

1. Schedule and facilitate a project kick-off meeting with City staff to verify project work scope and project schedule.
2. Site visit(s) to field verify existing conditions in Building 1 as included in the base bid work defined above.
3. Prepare preliminary opinion of probable construction costs.



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Reference: Fergus Falls Regional Treatment Center (RTC) Phase 3 Mothballing Revised Proposal

4. Submit mothballing/construction documents, including but not limited to drawings and specifications, to the City and SHPO for review and comment at 30%, 60%, and 90% complete. We will incorporate all comments received from the City and SHPO into the documents.
5. Print drawings and specifications (bidding documents) – provide PDF copy of each.
6. Advertise project per bidding requirements.
7. Contact potential bidders to alert them to this project.
8. Upload bidding documents to QuestCDN.
9. Maintain bidders list.
10. Respond to bidders' questions.
11. Issue addenda to bidding documents, if required.
12. Organize, coordinate, and lead pre-bid conference.
13. Attend bid opening and prepare bid tabulation.
14. Evaluate bids and prepare letter of contract award recommendation.
15. Prepare contracts, based on direction from City.

Items 1 through 15 above include the base bid project scope defined above and will be performed for a lump sum fee of \$138,600.00. Reimbursable expenses will include mileage and printing/reproduction costs and are estimated to be no more than \$3,000.00.

Construction Phase

1. Provide construction contract administration and communication with City staff.
2. Schedule and facilitate the pre-construction conference.
3. Review contractor submittals and shop drawings for compliance with construction documents.
4. Conduct bi-weekly construction progress meetings.
5. Process requests for information, issue contract clarifications, process change orders.
6. Review and provide status of contractor submitted progress schedules.
7. Process contractors' pay requests.
8. Provide bi-weekly construction observation during construction in conjunction with weekly construction progress meetings and submit architectural field report.
9. Provide substantial completion inspection and punch list for contractor and issue certificate of substantial completion.
10. Provide final inspection and punch list for contractor.
11. Review final submittal from contractor with respect to conformance with contract documents.
12. Provide and verify record drawings (as-builts) based upon contractor's mark-up and field observation; verify receipt of all owner's manuals/documentation.



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Reference: Fergus Falls Regional Treatment Center (RTC) Phase 3 Mothballing Revised Proposal

13. Process final pay requests and project closeout.

We anticipate the construction phase for this work will require approximately 6 months. We propose to complete the construction phase work for an hourly not-to-exceed fee of \$79,500.00. This will include contract administration, shop drawing reviews, periodic site visits, and construction engineering, plus Reimbursable Expenses. Reimbursable expenses are estimated at no more than \$8,000.00.

Reimbursable expenses include such items as mileage, postage, and printing/reproduction.

Should you wish to discuss any of the above information in further detail, please give me a call.

If this proposal is acceptable, please let me know and I will prepare and send our standard Professional Services Agreement for signature.

Respectfully yours,

Stantec Architecture Inc.

A handwritten signature in blue ink that reads "Bruce P. Paulson".

Bruce P. Paulson
Senior Project Manager/Architect
Phone: (612) 712-2108
Cell: (651) 492-9089
Bruce.paulson@stantec.com

CC: File



City Council Action Recommendation

Meeting Date:

April 4, 2022 City Council

Subject:

Strategic Planning Process

Recommendation:

Direct staff to enter into a contract with WSB and their sub-consultant Moore Engineering for strategic planning services.

Background/Key Points:

On January 19, 2022, the City of Fergus Falls released a Request for Qualifications (RFQ) for a Strategic Planning Framework. Between the release of the RFQ and its closing date of February 18, 2022, the City received 10 responses from individual consultants and consulting firms. After a committee review of submissions, 3 respondents were interviewed. Following the interviews, the committee decided upon WSB as a good partner in strategic planning. WSB offers an experienced project manager with a background in public administration through Bart Fischer and his team, whose expertise will be further strengthened by a subcontract with Moore Engineering, a local firm with whom the City has worked successfully in the past. With Council's approval, the City will enter into a contract with WSB and aim for project kick-off in April/ May 2022, with a substantial completion date of December 31, 2022.

Budget Impact:

From WSB's submission:

Kickoff meeting	\$1,050
3 meetings with each of the 4 committees/focus areas (2 staff for 2 of the meetings and 1 staff for the 3rd meeting)	\$10,000
2 community-wide meetings	\$3,000
Online interactive module or map costs	\$2,500
Draft plan with goals objectives and measurable actions	\$3,000
Prep & follow up for the 12 committee meetings	\$2,000

Final plan design	\$1,000
Final fee	\$22,500

Not to exceed amount of \$22,500.

Originating Department:
Community Development

Respectfully Submitted:
Klara Beck
Community Development Manager



STATEMENT OF QUALIFICATIONS FOR

Strategic Planning Framework

FOR THE CITY OF FERGUS FALLS

February 18, 2022

City of Fergus Falls
Andrew Bremseth, City Administrator
112 W. Washington Avenue
Fergus Falls, MN 56537



Re: Proposal for Strategic Planning Framework

Dear Mr. Bremseth,

It was a pleasure to communicate with you recently and learn more about the vision Fergus Falls has for its future. Thank you for taking the time to provide valuable information on the desires for the Fergus Falls Strategic Planning Framework process. In the next few pages, let me introduce Fergus Falls to WSB and explain how we can assist your community to discover future needs, goals, and objectives.

Experienced Project Manager | Fergus Falls will benefit from a partnership with WSB not only because of my experience as a public administrator and planning facilitator, but also because of WSB's deep and talented pool of experienced municipal staff and partners. The process outlined will tap into their experience, skills, and expertise in areas such as public engagement, economic development, community development and planning, infrastructure, and land use.

Implementing the Strategic Plan Framework | Strategic planning can mean something different to everyone. Our Team will help the city create a strategic framework that provides opportunities for community, public, and stakeholder engagement to discuss, confirm, and align City priorities and aspirations that will guide policy decisions. The goal of the process is to provide a framework that can stand on its own, while at the same time can be amended as short and mid-term priorities evolve as well as support and inform the anticipated long-term, traditional comprehensive plan.

Depth of Team Experience | Based on the information provided, the City of Fergus Falls has defined four areas of focus (economic development, community and social development, infrastructure, and land use) and desires the consultant to develop and implement a public engagement process, centered on the key stakeholder committees for each focus area. With help from WSB's team of experts and partnership with Moore Engineering, Fergus Falls will be able to accomplish an aspirational strategic plan while meeting project budget realities. Fergus Falls can select identified WSB experts to lean into the focus areas of which there is the greatest need; thereby saving time, effort, and money.

This proposal reflects my understanding of our future partnership, project process, and desired outcome. Thank you again for this opportunity. I look forward to building a lasting relationship with the City of Fergus Falls. If you have any questions, please contact me at 651.485.1839 or bfischer@wsbeng.com.

Sincerely,
WSB

A handwritten signature in black ink, appearing to read "Bart Fischer". The signature is fluid and cursive, written over a white background.

Bart Fischer
Project Manager/Strategic Planning Lead



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Firm Overview



Forge ahead.

WSB is a design and consulting firm specializing in engineering, community planning, environmental, and construction services. Together, our staff improves the way people engage with communities, transportation, infrastructure, energy and our environment. We offer services that seamlessly integrate planning, design and implementation.

We share a vision to connect your dreams for tomorrow to the needs of today—the future is ours for the making.

550+
STAFF

30+
SERVICE AREAS

15
OFFICES

5
STATES

Alternative Project Delivery | Biogas | Bridges & Structures | City Engineering | Community Planning | Constructability Review | Construction Materials Testing & Special Inspection | Contractor Modeling | Drinking Water | Economic Development | Environmental Compliance | Geohazard Risk Management | Geospatial | Geotechnical Engineering | GIS Services | Grants & Funding | Health & Safety Compliance | Intelligent Transportation Systems | Investigation & Remediation | Land Development | Landscape Architecture | Managed Services | Natural Resources | Pavement Management | Pipeline | Project Management & Construction Administration | Public Engagement | Public Works Management | Right of Way | Roadway Design | Smart Cities | Solar | Survey | Technology Solutions | Traffic Engineering | Transit Planning | Transportation Planning | Urban Design | Vibration Monitoring | Visualizations | Water Resources | Water Reuse | Wind



Improving lives by building strong communities.

Kip Moore and Marshall Moore founded Moore Engineering in 1960 to create solutions for everyday problems. The brothers incorporated their partnership in 1970. Today, Moore Engineering is a 100% employee-owned ESOP company that continues its dedication to advancing the region's water, municipal and transportation infrastructure.

Since our company's inception, Moore's engineering and technical teams have completed thousands of civil and environmental projects throughout the Midwest. As members of the same communities we serve, our employees are invested in every project's success, and work with hundreds of municipalities, counties, water resource and watershed districts, developers and private citizens to help them thrive. Many of our clients have been with us for decades – we've served as the City Engineer for Casselton, ND, since 1962.

Moore works with multiple entities at local, state and federal levels to effectively carry out projects with the understanding that the work we do for you today is an investment in your future. We recognize that every project is unique, and we always take the opportunity to improve the quality of life for the people the project impacts. We look forward to growing side by side with our clients, and we nurture that relationship from day one.

135+
STAFF

1960
YEAR ESTABLISHED

12
OFFICES



Experience of the Firm

The City of Fergus Falls is seeking qualified consultants to lead a strategic planning process to inform and complement the traditional Comprehensive Planning process that is slated to be undertaken in 2022. If selected, Fergus Falls will benefit from the partnership forged with Bart Fischer and his extensive background when it comes to public administration and strategic planning. In addition, the City will benefit from having a large team of WSB personnel and partners who are well-versed in public sector management and services. These professionals have ready resources with a short response time, which means quality service at a low risk.

STAGES OF STRATEGIC PLANNING

Strategic planning and resulting outcomes can mean something different to every participant. It can also come in different themes. No matter the theme, our goal as a firm is to help clients like the City of Fergus Falls realize their potential for success.





Project Approach

Our team understands that the City of Fergus Falls has defined four areas of focus: economic development, community and social development, infrastructure, and land use and has asked the consultant to develop and implement a public engagement process for each of these four focus areas.



The WSB Team will work through the chosen stakeholder committees to define the future focus of the community through shared vision and values. This process will be enhanced through public engagement activities to draw out the community relating to the top four focus areas. This strategic planning process is the precursor to the future Comprehensive Plan update by taking input from the community and fully understanding what the vision of the community is now and what it wants to be in the future. The final plan will document overarching goals and objectives for the community and lay out a roadmap for achievement by identifying measurable actions and responsibilities. Although the plan will lay the foundation for the future comprehensive plan, it is a stand-alone document that provides the community with a course of action for the future.



Below are service areas that align with the 4 focus areas of the City of Fergus Falls. Bart Fischer will work with all subject area committees and oversee the public engagement events, facilitating the visioning and goal setting for each group. A subject matter expert representing each of the focus areas will also participate in the process during in-person meetings and assist as a resource for drafting of the plan.

Economic Development



WSB has the expertise to position communities for success to meet their economic development goals. Our economic development team specializes in taking a community's strengths and showcasing them, helping to build a solid foundation of economic development principles. The team will evaluate the on the ground economy and provide some current market trends. In working with the Economic Development Committee and the public, the Team will determine what the goals are for the provision of goods and services, intentional tax base growth and the desired employment Fergus Falls wishes to attain. The Plan will outline potential strategies for success and identify measurable metrics which will define the vision.

Community and Social Development



WSB's community development experts will seek to understand the City's broad goals for housing, heritage preservation, cultural and social resources, with a focus on equity and inclusivity. Working with the Community and Social Development Committee, the Team will help to identify aspects of living within Fergus Falls which create a sense of community and what physical environment attributes and policy directions can help achieve their desired vision. These discussions include items such as community cohesion, neighborhood connectivity, social integration, housing, sustainability, and community resilience with potential solutions that could include increasing sidewalks and trails, sponsoring more community-wide events, or targeting life-cycle housing for the existing residents and future population. It is anticipated that issues raised will include discussion topics beyond the prevue of the city government and may require reaching out to different local and regional partners.



Infrastructure

WSB has teamed with Moore Engineering. Clif Allen and Tyson Hajicek have been identified as the key staff from Moore Engineering to assist WSB on this focus area. Their local connection to the City of Fergus Falls along with their knowledge of the existing infrastructure make them the ideal partner.

Infrastructure is essential for development of each of the other focus areas. Without the infrastructure, growth and development is not feasible. Working alongside WSB, Tyson and Clif will provide valuable insight on the existing infrastructure as well as the feasibility of infrastructure needs of the other focus areas.

As the former City Engineer, Clif has inside knowledge of the City's infrastructure and can provide valuable insight and recommendations related to infrastructure and how it can connect all of the other focus areas. Future development is dependent on the existing infrastructure and how it can serve future areas of growth. It is critical for opening up areas for development that may not have been available in the past.



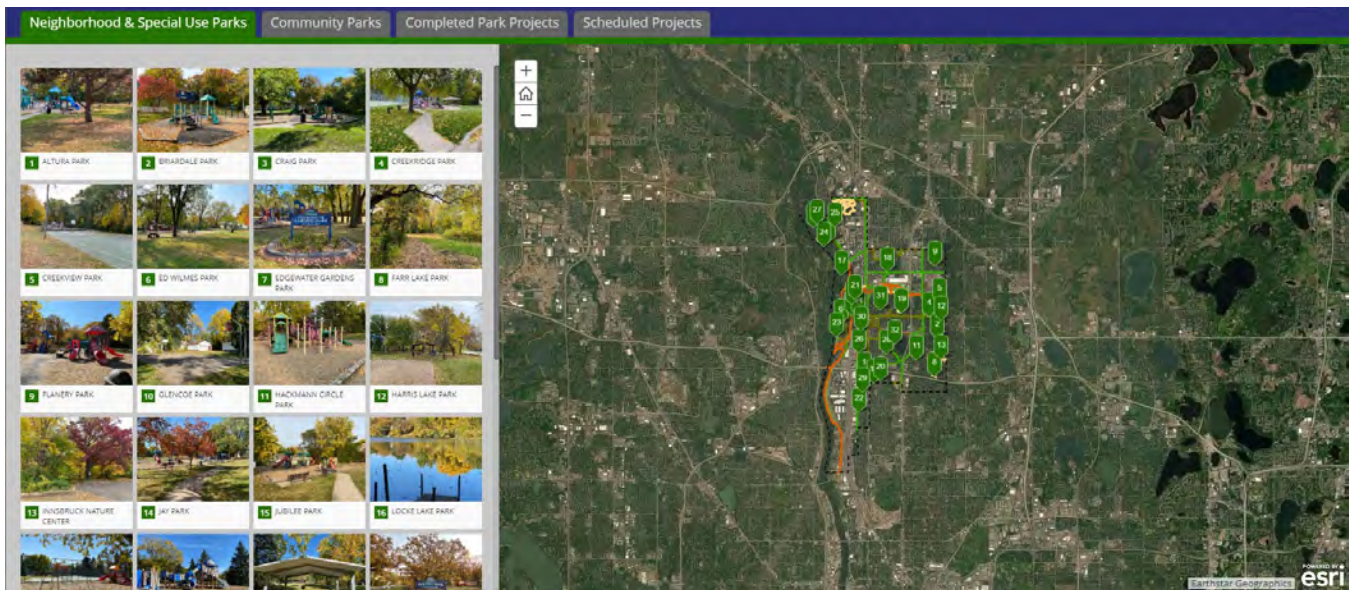
Land Use

Land use is a critical element in a community planning framework. A land use plan guides decision-makers, property owners, developers, and other interested parties in decisions relating to the type, location, and density of future development. It assists in allowing property owners and businesses to make informed decisions about investing in the community. It also serves as a foundation to a comprehensive plan and updates to the zoning ordinance and map, subdivision regulations, and other regulatory tools to implement the land use plan. Our team will work with the public and Land Use Committee to determine where and how growth and development should happen. With input from stakeholders, the WSB team will evaluate where density is appropriate and politically acceptable, where land should be preserved for environmental or agricultural purposes, and where strategic growth should be directed. Goals about the growth and future identity of the community will be explored and strategies to achieve those goals identified.

Public Engagement

ONLINE INTERACTIVE MODULE

WSB will provide a web-based tool that can serve as a virtual, on demand open house for residents and stakeholders to learn more about the project and provide feedback or suggestions as part of the process. The materials and feedback opportunities can showcase the work of the four committees and mirror information from other engagement settings. This tool would be available throughout the project and will also serve as a place to direct residents to get the most up-to-date information, along with other notices and upcoming outreach opportunities. Feedback loops will include community chats, interactive comment maps, Q & A, surveys, and portals for more extensive involvement.



ONLINE INTERACTIVE MAP

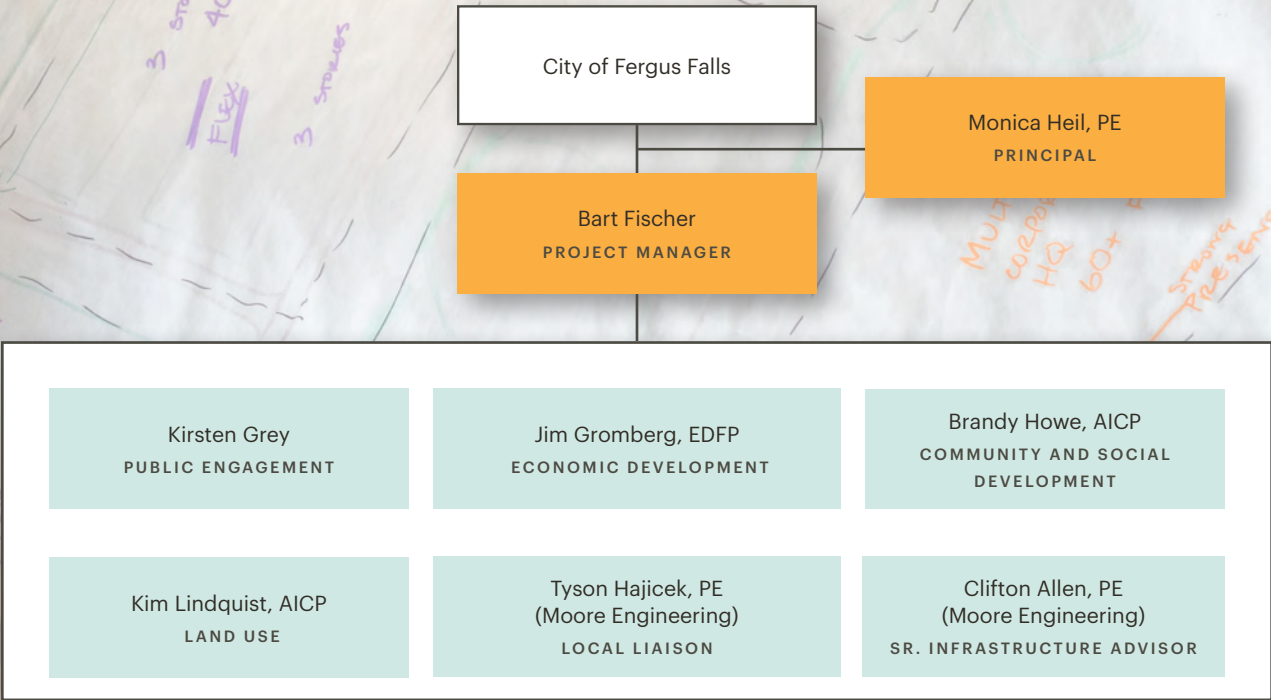
An option to enhance the engagement opportunities, at a reduced cost, is to create and manage a standalone online interactive map. WSB can provide an interactive map, hosted on the Social Pinpoint platform that allows visitors to “pin” comments, questions, and suggestions, and to engage with fellow community members in a map-based dialogue about the project.

In addition, public engagement team members can be utilized to enhance in person committee and engagement events and opportunities.



Project Team

This particular team of individuals was chosen to assist Fergus Falls on this project not only because of their experience as consultants strategically working with communities to provide effective solutions to challenges, but also because of their past experiences working in the public sector. It is this experience in local government and communities such as Fergus Falls that separates these team members from the pack and provides the Community with proven, strategic leaders in their areas of expertise





Monica Heil, PE



PRINCIPAL

Monica is a Senior Project Manager and Design Engineer serving Minnesota communities for over 18 years. Monica’s direct municipal experience has resulted in her ability to work effectively with neighborhood groups, elected and appointed officials, city staff, and various permitting agencies. Beyond consideration for the technical aspects of any engineered design, Monica is keenly aware of the long-term operations and maintenance needs associated with a project and can work with multiple agencies to identify potential long-term issues and solutions. Her experience managing projects through construction allows her to see how final design decisions impact an agency’s system, and how she must proactively develop communication strategies to keep project stakeholders informed.

SERVICE GROUP:

Municipal

REGISTRATION:

Professional Engineer MN #47497

EDUCATION:

Bachelor of Civil Engineering, University of Minnesota-Twin Cities, 2003

MEMBERSHIPS +

RECOGNITIONS:

APWA-MN Executive Committee, Consultant Director, 2018-2019

APWA-MN Education and Training Committee Chair, 2016-2020

APWA-MN Officer 2021-Present

Member-City Engineers Association of Minnesota (CEAM)

Holyoke Avenue and Lakeville Area Arts Center Improvement Projects | Lakeville, MN

CLIENT: CITY OF LAKEVILLE

PROJECT DURATION: AUG 2015 - SEP 2018

Monica served as the Project Manager for the Holyoke Avenue improvement project in the City of Lakeville. Communication with the Downtown Business Association regarding the project began in 2015 and continued until early 2017, as the project scope, design details, project costs, and funding sources were discussed during the public outreach component for the project. Monica managed design details and the subconsultants for landscape architecture design services as well as the subcontractors replacing the street light system along Holyoke Avenue.

2017 Street Improvement Project | Rosemount, MN

CLIENT: CITY OF ROSEMOUNT

PROJECT DURATION: NOV 2016 - NOV 2017

Monica served as the project manager for the 2017 Street Improvement Project, which included the reconstruction of Shannon Parkway—a major north/south collector within the city’s transportation system. Shannon Parkway provided access to one of the city’s larger commercial areas as well as several residential neighborhoods and parks. Due to safety concerns, the phased closure of portions of Shannon Parkway was necessary to complete the project. Monica served as the point person for developing a traffic control plan for project detours and communicating traffic control changes to all stakeholders for the project duration.

2011-2022 Street Reconstruction Projects | Lakeville, MN

CLIENT: CITY OF LAKEVILLE

PROJECT DURATION: OCT 2010 - PRESENT

Monica served as the Project Engineer and Project Manager for the City of Lakeville’s 2011 - 2022 Street Reconstruction Projects. Annually, the projects included the reconstruction of 6-13.5 miles of local residential and collector roadways as well as watermain replacement, sanitary sewer lining and/or replacement, and storm sewer enhancements.



Bart Fischer



PROJECT MANAGER

Bart is a strategic leader known for relationship development and connecting people around common themes and goals. Bart has over 23 years of experience in the public sector leading and creating an organizational culture of collaboration where the whole becomes greater than the sum of its parts. He thrives in developing partnerships between the public and private sectors. In his role at WSB, Bart fosters existing client relationships, develops new opportunities to support business development, helps mentor staff, and manages strategic client pursuits.

SERVICE GROUP:
Municipal

EDUCATION:
Masters of Public and Non-Profit Administration, Metropolitan State University, 2003

Bachelor of Arts, Social Science, University of Northwestern-St Paul, 1997

MEMBERSHIPS & RECOGNITIONS:
ICMA & MCMA
Credentialed Manager & Member

MCMA President

League of MN Cities
Member & Active
Committee Participant

City Administrator Experience | MN

Bart's experience as a city administrator has allowed him the opportunity to evaluate, make recommendations and implement efficiencies related to the operations of multiple organizations. Through interaction with key individuals and stakeholders, Bart is able to evaluate the processes and operations of an organization and provide recommended key strategies for successful implementation. He is also able to take these strategies and recommendations and adjust them to budget realities. Bart's experience as a city administrator will benefit organization in seeking a clear and efficient direction

CITIES INCLUDE:

LOCATION: CITY OF OAKDALE, MN

DURATION: APR 2015 - OCT 2019

LOCATION: CITY OF FALCON HEIGHTS, MN

DURATION: JAN 2012 - APR 2015

ASSISTANT CITY ADMINISTRATOR EXPERIENCE

LOCATION: CITY OF CHASKA, MN

DURATION: FEB 2009 - JAN 2012

LOCATION: CITY OF NEWPORT, MN

DURATION: DEC 2003 - FEB 2009

When employed by the cities of Chaska and Newport, Bart served as the Assistant City Administrator/Economic Development Director. This included working with elected officials, the city administrator, city staff, as well as state, county and private sector partners on economic development projects and efforts. Bart was the human resources director for both organizations and was acting city administrator during extended leaves of absence by the city administrator. Bart also worked with the business community and local business associations to mitigate the economic effects of infrastructure projects.



Kirsten Gray



PUBLIC ENGAGEMENT

Kirsten is a Public Engagement Manager and brings over a decade of experience in strategic communications with a focus on external relations. Kirsten believes that community engagement is essential for successful projects and plans. She has worked on large-scale projects where stakes were high and meaningful public involvement was mandatory. Her proven track record of working with cities, agencies, and diverse communities to arrive at creative solutions is an asset to clients. Kirsten blends modern engagement methods and tools with classic outreach strategies. She believes in meeting people where they are, whether that is out in the community or on her clients' social media channels.

SERVICE GROUP:
Public Engagement

EDUCATION:
Bachelor of Arts in Journalism, University of Minnesota, 2004

MEMBERSHIPS + CERTIFICATIONS:
International Association for Public Participation member

Park & Trail System Master Plan | Prior Lake, MN

CLIENT: CITY OF PRIOR LAKE
PROJECT DURATION: JUN 2018 - SEP 2019

As the community engagement specialist, Kirsten used multiple engagement techniques to gather the community's thoughts on current and potential parks and trails system for the City of Prior Lake. This project included pop-up events at community festivals and collecting input through both verbal surveys and online feedback tools such as Social Pinpoint. Additionally, she conducted meetings with critical stakeholder groups such as the Citizen Engagement Committee to ensure representation of the perspectives of a broad cross-section of the community.

Ohuta Beach Special Area Plan | Lake City, MN

CLIENT: CITY OF LAKE CITY
PROJECT DURATION: MAY 2019 - JULY 2019

Kirsten's approach to community engagement for Lake City combined in-person outreach at the City's popular Water Ski Days and Farmers' Market events, with digital tools like an online interactive map of the site that enabled the community to share their ideas in a fun, engaging way. She also worked to understand the City's key stakeholder groups for the site, such as the Marina Board, and designed and executed plans for productive engagement with these groups.

Highway 52 Southbound Improvement Project | Cannon Falls to Zumbrota, MN

CLIENT: MNDOT
PROJECT DURATION: AUG 2018 - OCT 2020

WSB's public engagement strategy for this project demanded a comprehensive and inclusive approach to bring a wide range of key stakeholders into the design process. As Public Involvement Lead, Kirsten's strong relationships with county leadership, residents, freight operators and farmers allowed for comprehensive outreach efforts, targeted forums and work groups, and popular public events.



Jim Gromberg, EDFP



ECONOMIC DEVELOPMENT SPECIALIST

Jim has over 25 years of experience in economic development, including both redevelopment and greenfield development projects. In addition, Jim has worked with communities to acquire grant funding for several grants including rail infrastructure, water and sewer infrastructure, public facilities and small cities redevelopment grant implementation. Most recently, Jim was the State of Minnesota’s Business Development Representative for the Twin Cities metro area, responsible for attracting new businesses to the state and assisting businesses in expanding their current locations. In addition, he managed Minnesota’s Shovel Ready Certification Program, which prepares a community for projects that are interested in locating or expanding in their communities. Jim led the State’s Data Center Attraction Program which also promotes Minnesota as a site for new data center development using tax credits and incentives.

SERVICE GROUP:

Community Planning & Economic Development

CERTIFICATIONS:

Certified Economic Development Finance Professional

EDUCATION:

Master of Business Administration (MBA), St. Cloud State University, 1997

Bachelor of Arts in Public Administration, St. Cloud State University, 1988

Industrial Park Expansion Plan | Princeton, MN

CLIENT: CITY OF PRINCETON

PROJECT DURATION: NOV 2015 – APR 2016

Jim served as the project manager to review and provide an analysis of the city’s existing industrial land, potential sites in the growth boundary area, and the market for new industrial property in the area. The analysis included an industrial market overview, market trends and market area data, industrial market jobs data, industrial land development trends, and current vacant industrial sites in the city that are available for development.

Economic Development Plan | Hastings, MN

CLIENT: CITY OF HASTINGS

PROJECT DURATION: DEC 2015 – JUN 2016

Jim served as the project manager to review the city’s current economic development programs and provide recommendations to expand the level of services to both existing and relocating businesses. The project included developing a strategic plan based upon public involvement meetings, a community profile highlighting the community, a review of current and projected area demographics, a selling proposition, a review of existing ordinances, and suggested changes to better position the community for future development.

Economic Development Services | Monticello and Maple Lake, MN

CLIENT: CITIES OF MONTICELLO AND MAPLE LAKE

PROJECT DURATION: ONGOING

Jim currently provides economic development services to these communities for the expansion of local businesses, new development projects, development of marketing strategies, strategic planning services, community interaction, and implementation of economic development goals. These activities included meeting with businesses and economic development authorities.



Kim Lindquist, AICP



LAND USE

Kim is a planning professional with over 30 years of experience overseeing a variety of complex planning projects that would be appropriate for local communities. Kim worked in high growth communities working with developers and the public on entitlements for residential development and business attraction to the city. She was project manager for Rosemount Downtown redevelopment projects which were public/private partnerships that resulted in construction of over 250 new multi-family units and creation of 16,000 square feet of new commercial space. She was responsible for the writing and compilation of the Rosemount 2040 Comprehensive Plan, including the economic competitiveness and new sustainability sections. Kim is excited to work with new clients to help them achieve their economic development goals.

SERVICE GROUP:

Community Planning & Economic Development

EDUCATION:

Master of Science, Urban and Regional Planning, University of Wisconsin-Madison, 1986

Bachelor of Arts, Political Science, University of Wisconsin-Madison, 1984

CERTIFICATIONS:

Planning AICP Certification

NDC Economic Development Finance Professional Certification

MEMBERSHIPS & RECOGNITIONS:

Economic Development Association of MN Board Member (2003 - Current)

American Planning Association

Department Director | Rosemount, MN

CLIENT: CITY OF ROSEMOUNT (COMMUNITY DEVELOPMENT DEPARTMENT)

PROJECT DURATION: 2003 - 2021

Kim was the department manager responsible for current and long range planning, economic development, building permit and inspections, Fire Marshal activities, code enforcement, economic development and GIS. Kim was involved in all aspects of strategic and current planning for the community including review of development proposals and special projects such as development of the Downtown Redevelopment Framework, managing the Resilient Communities partnership and coordinating the STAR Communities program. She was project manager for all Downtown Redevelopment projects and worked with the public, developer, and the City Council on planning initiatives for the community.

Department Director | Cottage Grove, MN

CLIENT: CITY OF COTTAGE GROVE (COMMUNITY DEVELOPMENT DEPARTMENT)

PROJECT DURATION: 1996 - 2003

Kim was the department manager for current and long range planning, economic development, building permit and inspections, code enforcement, parks planning, historic preservation and GIS. Kim was involved in all aspects of strategic and current planning for the community including review of development proposals and special projects such as the city's comprehensive plan update, the AUAR for the West Draw, and the adopted Natural Resource Inventory. She worked with the public, developers and the City Council on planning initiatives for the community.

Principal Planner | Minnetonka, MN

CLIENT: CITY OF MINNETONKA

PROJECT DURATION: 1989 - 1996

Kim was involved with review of current planning applications and long range planning projects. This included review current development projects, provide written analysis and attend Planning Commission and some City Council meetings for presentation; working with the public and developers regarding planning proposals and formal applications; and staffed the sign ordinance task force and shepherd approval of the amendment through the formal review and approval process; and lead long range planning for Minnehaha Creek and staff Commission to prepare Minnehaha Creek Corridor Plan recommendations.



Brandy Howe, AICP



COMMUNITY AND SOCIAL DEVELOPMENT

Brandy is a professional planner with over 13 years of public and private sector experience. Her work is focused on helping communities identify strategic, long-term solutions for their planning, growth, and economic development needs. Brandy specializes in municipal planning, development review, growth management, comprehensive and long-range planning, zoning, intergovernmental cooperation, and public engagement. Brandy advocates for sustainable community building that fosters efficient, balanced growth, and protects the natural environment.

SERVICE GROUP:
Community Planning & Economic Development

EDUCATION:
Master of Arts, Urban and Regional Planning, University of Iowa, 2008

Bachelor of Arts, Communication Studies, University of Iowa, 2002

MEMBERSHIPS + CERTIFICATIONS:
American Planning Association

American Planning Association, Wisconsin Chapter

American Institute of Certified Planners (AICP)

Member, City of Moline Plan Commission 2015-2016

Board Member, Quad City Bicycle Club, 12014-2016

*Work prior to WSB

City Planner, Community Development Department | River Falls, WI*

CLIENT: CITY OF RIVER FALLS

PROJECT DURATION: 2016 - 2021

While at River Falls, Brandy managed the development review team that shepherded many new developments and business expansions through the entitlement process. She was the staff liaison for the Plan Commission, prepared development agreements, and ensured projects followed local and state regulations. It is Brandy's philosophy that local codes and ordinances should provide the policy and regulatory guidance necessary to allow professional staff to guide projects in a smooth and efficient process. Elected and appointed officials should be brought in when a project cannot meet development standards and an exception is needed and warranted. For example, depending on the complexity of the project, approval may require negotiations or additional approvals. It is in these situations, not a standard project that meets code, when local officials should be brought in for decision making.

Urban Planner, Community & Economic Development | Rock Island, IL*

CLIENT: CITY OF ROCK ISLAND

PROJECT DURATION: 2013 - 2016

Brandy served as the city's liaison for numerous committees and organizations, led long-range planning projects, successfully secured grant funding, and managed the city's historic preservation program. While at Rock Island, Brandy authored the city's first comprehensive plan that promotes sustainability and establishes a clear vision for economic advancement and orderly development. Concurrently with the Rock Island comprehensive plan, she was the city's representative in the American Planning Association's effort to define national sustainability standards for comprehensive plans. Since plan adoption, several implementation activities have spun off from this project, including a downtown revitalization plan, city-wide historic resources plan, and a complete update to the city's zoning ordinance.

Associate Planner | Madison, WI*

FIRM NAME: VANDEWALLE & ASSOCIATES

PROJECT DURATION: 2008 - 2012

While at Vandewalle & Associates, Brandy was a member of the growth management team that led long-range planning efforts for small and mid-size client communities and counties. She was project manager and primary author for many comprehensive plans, assisted with the development of park and open space plans, farmland preservation plans, and other special area plans. Additionally, she also participated in intergovernmental efforts, TIF planning, as well as urban service area boundary projects.



Tyson Hajicek, PE

CHIEF PRODUCTION OFFICER - LOCAL LIAISON



Tyson is an experienced leader and project manager having worked more than 21 years as a consulting engineer. He has extensive experience with city engineering services including capital improvement planning, facility planning, subdivision development, ordinance review and enforcement, economic development, project funding and numerous municipal and highway improvements. He has worked in all capacities on projects ranging from planning, funding, design, construction administration, and project closeout. Tyson has been, and continues to be, the principal interface between Moore Engineering and the City of Fergus Falls since 2006.

REGISTRATION:

Professional Engineer – MN, ND

EDUCATION:

BS in Civil Engineering, North Dakota State University

MEMBERSHIPS:

Fergus Falls Chamber of Commerce – Outgoing President

American Society of Civil Engineers

National Society of Professional Engineers

Minnesota Society of Professional Engineers

American Public Works Association

City Engineers Association of Minnesota

Fergus Falls Public Improvement No. 5948

CLIENT: CITY OF FERGUS FALLS

Project manager of the street, sanitary sewer, water main and storm sewer improvements for the area bounded by Union Avenue to the west, Mill Street to the east, Vasa Avenue to the north and Channing Avenue to the south.

Fergus Falls Public Improvement No. 7172

CLIENT: CITY OF FERGUS FALLS

Project manager of the sanitary sewer rehabilitation along Vernon Avenue between Mill Street and Sheridan Street.

Fergus Falls Public Improvement No. 5269

CLIENT: CITY OF FERGUS FALLS

Project manager of the street, sanitary sewer, water main, and storm sewer improvements along Vernon Avenue between Court Street and Cascade Street.

Fergus Falls Public Improvement No. 5270

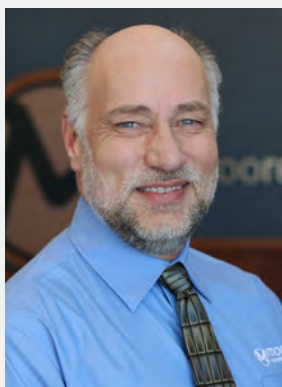
CLIENT: CITY OF FERGUS FALLS

Project manager of the street, sanitary sewer, water main, and storm sewer improvements along Court Street between Lincoln Avenue and the Otter Tail River Bridge.

Fergus Falls Public Improvement No. 5951

CLIENT: CITY OF FERGUS FALLS

Project manager of the street, sanitary sewer, water main, and storm sewer improvements along Cascade Street between Washington Avenue and Vernon Avenue.



Clifton Allen, PE

SENIOR INFRASTRUCTURE ADVISOR



Clif's experience over the past 31 years includes all aspects of municipal engineering and public works from both sides of the client consultant relationship. Clif first worked with Moore while serving the City of Fergus Falls as their Public Works Director with a project that faced the challenge of finding a cost-effective and creative way to solve a long-standing neighborhood drainage problem. That was the first of many successful projects between Moore and the city. Ten years later, Clif came to work for Moore Engineering and shares the combined experience with multiple other communities.

REGISTRATION:
Professional Engineer – MN

EDUCATION:
MS in Infrastructure
Systems Engineering,
University of Minnesota

BS in Civil Engineering,
North Dakota State
University

Pre-Engineering, University
of Minnesota Duluth,
Bemidji State University

MEMBERSHIPS:
American Society of Civil
Engineers

American Public Works
Association

American Water Works
Association

MNSPE

City of Fergus Falls

Employed by the city for 12 years serving in the following positions: Staff Engineer, Assistant City Engineer, Public Works Director and Public Works Engineer. Duties involved design and project management of all phases of municipal engineering, construction, and ongoing engineering related maintenance involving the following areas:

- Water treatment and distribution
- Sewer collection and treatment
- Storm water management
- Street maintenance
- Feet and facilities management
- Solid waste collection
- Disposal and incineration
- Parks and recreation
- Forestry
- Airport development and management

Numerous Communities

Serves as advisor and technical consultant for other project managers with development of capital improvement plans, pavement management plans and asset management development.

- Upsala, MN
- Garfield, MN
- Akeley, MN
- Dalton, MN
- St. Hilaire, MN
- Swanville, MN
- Rice, MN
- Verndale, MN
- Clarissa, MN
- Milroy, MN
- Dane Prairie, MN
- Everts Township, MN
- Maplewood Township, MN
- Pelican Township, MN
- Ketchikan, AK

2021 Strategic Planning

CLIENT: CITY OF FAIRMONT
LOCATION: FAIRMONT, MN
DURATION: MAR 2021 – APR 2021



WSB worked with the City of Fairmont on a strategic planning process to provide a framework for developing a vision and mission. The process contained a combination of individual introductory meetings between WSB and the participants, along with a full day facilitated session. The session incorporated team building, a discussion on organizational roles and responsibilities, a SWOT (Strengths, Weaknesses, Opportunities, Threats) analysis, a discussion on a shared vision, mission and priorities for the community, and the definitions of metrics for accomplishment of goals. The mayor, city council and city staff provided five to ten minute presentations regarding their expectations for the future of the community. These presentations provided the background information needed to be strategic in the effort and process. WSB collaborated with city staff on a final report and summary that was used to work with the city council on building a work plan for the future.

KEY WSB STAFF: BART FISCHER

TOTAL PROJECT COST: \$8,000

REFERENCE: CATHY REYNOLDS | CITY ADMINISTRATOR
| 100 DOWNTOWN PLAZA | FAIRMONT, MN 56031 |
507.238.3936 | CREYNOLDS@FAIRMONT.ORG

City Of Wyoming Strategic Plan

CLIENT: WYOMING ECONOMIC DEVELOPMENT AUTHORITY

LOCATION: WYOMING, MN

COMPLETION: 2017

WSB consulted for the Wyoming Economic Development Authority in early 2017, resulting in a strategic plan to help guide economic development. Through a series of meetings, WSB and the city developed a number of goals geared at reinvigorating activities for continued development. The plan also established a framework to periodically review the goals and as they are accomplished allowed for the creation of new and different goals to take their place. Specific actions were established to fulfill each goal which was developed an implementation plan for those goals and action steps.



KEY WSB STAFF: JIM GROMBERG

COST: \$5,000

REFERENCE: ROBB LINWOOD | CITY ADMINISTRATOR |

651.462.0575 | RLINWOOD@WYOMINGMN.ORG



Highway 52 Southbound Improvement Project – Public Involvement Phase

CLIENT: MINNESOTA DEPARTMENT OF TRANSPORTATION

DURATION: AUG 2018 – 2021

The Highway 52 Southbound Improvement Project involves new pavement, a new interchange and access management at a number of intersections, new bridges, and snow drift prevention measures along Highway 52, from roughly 2 miles south of Cannon Falls and ends about 2 miles north of Zumbrota. Access changes aim to reduce crash potential, and transitioning 52 to a freeway with interchange access is the vision underlying the work.

Public Involvement for the MnDOT Highway 52 Southbound Improvement Project (Cannon Falls to Zumbrota) involves bringing key stakeholders into the design process for a complex project. Building relationships with county leadership, residents, freight operators and farmers allow for comprehensive outreach efforts, targeted forums and work groups, and well-attended public events. The project included the developing a Public Involvement Plan, open houses/public information meetings, freight forums, emergency services and transportation provider forums, one-on-one visits with businesses, mailers, coordination with print and TV media, and social media materials.

KEY WSB STAFF: KIRSTEN GRAY, KURT BEARINGER

PUBLIC INVOLVEMENT BUDGET: \$200,000

REFERENCE: JAI KALSY | PROJECT MANAGER | MNDOT
DISTRICT 6 OFFICE | 2900 48TH ST NW | ROCHESTER, MN
55901 | 507.286.7545 | JAI.KALSY@STATE.MN.US



References

CITY OF CARVER

Brent Mareck
City Manager
952.448.8737 | bmareck@cityofcarver.com

Ask Brent about Bart Fischer’s over-the-top commitment to their strategic plan in the City of Carver.

CITY OF PRIOR LAKE

Andy Brotzler
Public Works Director
952.447.9832 | abrotzler@priorlakemn.gov

Ask Andy how we listened to community needs and input and engaged residents in successful public events

CITY OF FAIRMONT

Cathy Reynolds
City Administrator
507.238.3936 | creynolds@fairmont.org

Ask Cathy about WSB’s success in delivering strong project communication with the City of Fairmont.

PROJECT FEE

Kickoff meeting	\$1,050
3 meetings with each of the 4 committees/focus areas (2 staff for 2 of the meetings and 1 staff for the 3rd meeting)	\$10,000
2 community-wide meetings	\$3,000
Online interactive module or map costs	\$2,500
Draft plan with goals objectives and measurable actions	\$3,000
Prep & follow up for the 12 committee meetings	\$2,000
Final plan design	\$1,000
Final fee	\$22,500

RESOLUTION ALLOWING CLAIMS & ORDERING PAYMENT THEREOF

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

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

General

A-1 LOCK & KEY LLC	SERVICE REPAIRS TO 3RD FL I.T.	82.76
ARC DOCUMENT SOLUTIONS LLC	BASE MAINT. CANON, HP DESIGN	220.14
ADMINISTRATOR'S CONTINGENCY FD	FEB ANALYSIS SERVICE CHARGE	144.72
ADMINISTRATOR'S CONTINGENCY FD	FEBRUARY INTEREST EARNED	.01-
ADMINISTRATOR'S CONTINGENCY FD	MARCH JURY DUTY MILEAGE REIMBU	2.16
ADMINISTRATOR'S CONTINGENCY FD	MARCH REIMBURSE MAILBOX	75.50
ADVANCED CAPITAL GROUP INC	JAN-MARCH 2022 INVESTMENT FEE	3,750.00
SEAN ANDERSON	CLEANING WEEKS OF MAR 14-21	267.90
ASPEN MILLS INC	HOHRMAN UNIFORM PURCHASE	326.39
AVESIS THIRD PARTY ADMIN INC	APRIL VISION INSURANCE	18.42
BERGANKDV, LTD	2021 AUDIT EXPENSE	2,560.00
BEYER BODY SHOP, INC.	TOW BUICK LUCERNE/22007844	125.00
BEYER BODY SHOP, INC.	TOW CHEVY BLAZER/22008445	100.00
BIG AXX LLC	BLADE SHARPENING	60.00
BIG AXX LLC	SHIPPING	20.00
BIGWOOD EVENT CENTER FUND	2021 BUDGET TRANSFER-PARTIAL	50,000.00
BJORN'S HEATING & AIR COND INC	REPAIR ROOFTOP UNIT KITCHEN	1,705.79
BJORN'S HEATING & AIR COND INC	REPAIR TO ROOF TOP UNIT SR CIT	43.00
BJORN'S HEATING & AIR COND INC	TEMP REPAIR ROOF TOP UNIT	128.50
CAPITAL IMPROVEMENT FUND	PI 5330 (101-49390-720)	32,838.32
CAPITAL IMPROVEMENT FUND	PI 6072 (101-49390-720)	13,770.53
CARR'S TREE SERVICE, INC.	TREE TRIMMING WEEK OF 3/14/22	4,501.12
CARR'S TREE SERVICE, INC.	TREE TRIMMING WEEK OF 3/7/22	9,746.02
A CENTER FOR THE ARTS	2ND QTR 2022 BUDGET ALLOCATION	1,875.00
CHARTER COMMUNICATIONS	CABLE 3/18-4/17	32.97
CHARTER COMMUNICATIONS	MAR. FIXED IP ADDRESS	19.99
CHARTER COMMUNICATIONS	MAR. INTERNET	119.99
COALITION OF GREATER MN CITIES	2022 LEGISLATIVE ACTION DAY	75.00
COOPERS TECHNOLOGY GROUP	MARCH PERMANENT MARKERS	4.31
COOPERS TECHNOLOGY GROUP	MARCH 36X24 DRY ERASE BOARD	131.02
COSSETTE ELECTRIC LLC	REPLACE FANS IN BATHROOM	577.85

General

COSSETTE ELECTRIC LLC	SITWORK WATER DAMAGE CLAIM	294.72
DACOTAH PAPER CO	FACIAL TISSUE	28.89
DACOTAH PAPER CO	MOP HANDLE, TISSUE, TOWEL, CLNR	469.81
DACOTAH PAPER CO	WAXED SANITARY BAG	49.68
BRIAN DRAXTEN	REIMBURSE MAILBOX	69.56
EQUIPMENT FUND	APRIL EQUIPMENT RENT	110,831.32
FASTENAL COMPANY	MAR PARK SAFETY VENDING	18.57
FASTENAL COMPANY	MAR STREET SAFETY VENDING	18.57
GALLS LLC	CEDERBERG UNIFORM PURCHASE	31.95
GALLS LLC	JOHNSON UNIFORM PURCHASE	160.81
GALLS LLC	MATTER UNIFORM PURCHASE	105.55
GRAND FORKS FIRE EQUIPMENT LLC	MARCH HELMET FRONTS	118.55
GREAT PLAINS NATURAL GAS CO	MARCH NATURAL GAS EXPENSE	2,040.45
GREATER FERGUS FALLS CORP	2ND QTR 2022 BUDGET ALLOCATION	12,500.00
KIWANIS CLUB OF OTTER-RISERS	WEED N FEED	1,250.00
HERZOG ROOFING	CAP ON S ROOF RE-SECURED	512.50
HERZOG ROOFING	CHIP ICE/PATCH HOLE SR CENTER	425.00
HOME DEPOT CREDIT SERVICES	MAR SCREW EYE ZINC, JACK CHAIN	6.42
HOME DEPOT CREDIT SERVICES	MARCH POTTING MIX, NOZZLE,	160.06
HOME DEPOT CREDIT SERVICES	MARCH WHITE VINYL ROLLER	9.28
INNOVATIVE OFFICE SOLUTIONS	OFFICE SUPPLIES	48.02
KNUTSON ELECTRIC REBUILDING	FAN	118.00
LEAGUE OF MN CITIES INS. TRUST	RECEIPT 2022 WORKERS' COMP INS	402,359.00-
LEAGUE OF MN CITIES INS. TRUST	1ST QTR 2022 INSURANCE PREMIUM	95,729.50
LEAGUE OF MN CITIES INS. TRUST	2ND QTR 2022 INSURANCE PREMIUM	95,729.50
LEAGUE OF MN CITIES INS. TRUST	2022 WORKERS' COMP INSURANCE	302,819.04
LEAGUE OF MN CITIES	2022 LMC ANNUAL CONFERENCE	399.00
LEAGUE OF MN CITIES INS TRUST	DECEMBER/INDEMNITY-113747	115.54
LOCATORS & SUPPLIES INC	MAR 2XL DEERSKIN GLOVES	47.97
MARCO TECHNOLOGIES LLC	COPIER CONTRACT 3/15-4/15/22	374.96
METRO SALES, INC	02/18-03/17/22 COPIER RENT	152.98
METRO SALES, INC	02/18-03/17/22 USAGE CHARGE	19.89
MIDWEST PRINTING COMPANY	MARCH/BUSINESS CARDS-LIPSON	75.00
MIFC	GLOVES, RADIO HARNESS-WILDLAND	916.43
JAMES NEIGEL	2022 SAFETY GLASSES REIMBURSE	85.00
NYCKLEMOE & ELLIG, P.A.	APRIL RETAIN FEE/OFFICE ALLOW	7,041.67
OTTER TAIL CO. HISTORICAL SOC.	2ND QTR 2022 BUDGET ALLOCATION	2,875.00
OVERHEAD DOOR CO	INSTALL RECEIVER 3 REMOTES	225.00
OVERHEAD DOOR CO	INSTALL 75' JAMB SEAL	362.50
POLICE DEPT CONTINGENCY FUND	BIDLEN TITLE FORF/21019545	35.00
POLICE DEPT CONTINGENCY FUND	MATTER UNIFORM PURCHASE	39.99
POLICE DEPT CONTINGENCY FUND	NEULEIB/BRUSVEN UNIFORM PURCH	32.00
PRODUCTIVE ALTERNATIVES INC.	2ND QTR 2022 BUDGET ALLOCATION	12,500.00

General

PUBLIC UTILITIES DEPARTMENT	MARCH PUBLIC UTILITIES	3,358.24
PUBLIC UTILITIES DEPARTMENT	MARCH/UTILITIES-522 E HAMPDEN	34.78
SPEE DEE DELIVERY SERVICE INC	SHIPPING COST	31.92
SPEE DEE DELIVERY SERVICE INC	SHIPPING FEE	63.99
SPEE DEE DELIVERY SERVICE INC	SHIPPING FEES	35.52
TAG UP	MECHANICAL TAGS-BLDG INSP	440.00
TAG UP	MECHANICAL TAGS-RENTAL	440.00
USABLE LIFE	APRIL LIFE INSURANCE	77.00
VERIZON WIRELESS	APRIL CELL PHONE EXPENSE	40.01
VERIZON WIRELESS	MARCH CELL PHONE EXPENSE	1,082.71
	F U N D T O T A L	375,411.24

P.A. General

BERGANKDV, LTD	2021 AUDIT EXPENSE	2,513.00
LEAGUE OF MN CITIES INS. TRUST	2022 WORKERS' COMP INSURANCE	494.73
OTTER TAIL TELCOM	MOVED FAX LINES AT CBHH	240.00
SUMMIT COMPANIES	MONTHLY MONITORING -MAR	32.50
UGSTAD PLUMBING, INC.	ADJUSTMENT TO HOT WATER HEATER	262.50
UGSTAD PLUMBING, INC.	APRIL RETAINER FEE	125.00
UGSTAD PLUMBING, INC.	BOILER/GEN CK 03/17/22	90.00
UGSTAD PLUMBING, INC.	BOILER/GEN CK 03/24/22	90.00
UGSTAD PLUMBING, INC.	CLEANED TEMPERING VALVE	315.00
UGSTAD PLUMBING, INC.	REPAIRS TO CIRP WATER PUMP #1	674.54
	F U N D T O T A L	4,837.27

Public Library

ARAMARK UNIFORM SERVICES	TOWELS AND MOPS	32.11
BAKER & TAYLOR INC	BOOKS	1,374.14
BAKER & TAYLOR INC	FREIGHT SURCHARGE	13.18
BAKER & TAYLOR INC	PROCESSING BOOKS	79.14
BLACKSTONE PUBLISHING	AUDIOBOOKS	1,456.14
CRST SPECIALIZED SOLUTIONS INC	NEA BIG READS PROGRAM	1,020.09
LEAGUE OF MN CITIES INS. TRUST	2022 WORKERS' COMP INSURANCE	4,570.24

Public Library

VICTOR LUNDEEN COMPANY	OFFICE SUPPLIES PACKING TAPE	53.03
NO-LOAD FUND INVESTOR, INC.	PERIODICALS	169.00
PUBLIC UTILITIES DEPARTMENT	MARCH PUBLIC UTILITIES	272.08
VIKING LIBRARY SYSTEM	BARCODES	103.75
VIKING LIBRARY SYSTEM	LIBRARY CARDS	84.50
	F U N D T O T A L	9,227.40

Bigwood Event Center

ADMINISTRATOR'S CONTINGENCY FD	2022 BUYERS CARD-LIQUOR & WINE	20.00
BIGWOOD EVENT CENTER FUND	JAN-FEB 2022 LHR MGMT FEES	10,000.00-
BIGWOOD EVENT CENTER FUND	2021 BUDGET TRANSFER-PARTIAL	50,000.00-
COOPERS TECHNOLOGY GROUP	MARCH DEPOSIT BAG	45.76
COSSETTE ELECTRIC LLC	ELEC.WORK ON MINI-SPLIT	478.69
COSSETTE ELECTRIC LLC	INSTALL DOOR OPERATORS S.DOORS	6,881.00
GREAT PLAINS NATURAL GAS CO	MARCH NATURAL GAS EXPENSE	2,540.10
HOME DEPOT CREDIT SERVICES	MAR BLACK PAINT/SHOP TOWLS	11.80
HOME DEPOT CREDIT SERVICES	MAR CHROME WIRE 5 SHELF UNITS	399.92
HOME DEPOT CREDIT SERVICES	MAR PAIL-PLUS 3-COMPOUND	15.73
HOME DEPOT CREDIT SERVICES	MAR SCRAPER BLADES, MOP BUCKET	91.60
HOME DEPOT CREDIT SERVICES	MAR TILE ADHESIVE/TROWEL	27.94
HOME DEPOT CREDIT SERVICES	MAR WALL REPAIR MATERIALS	107.79
HOME DEPOT CREDIT SERVICES	MAR 12" GLASS/SURFACE SQUEEGEE	5.98
LHR HOSPITALITY MANAGEMENT	02/21-03/04/22 COMMERICAL INS	138.08
LHR HOSPITALITY MANAGEMENT	02/21-03/04/22 WORKERS' COMP	1,811.00
LHR HOSPITALITY MANAGEMENT	03/01-03/15/22 CONTRACT STAFF	2,184.67
LEAGUE OF MN CITIES INS. TRUST	2022 LIQUOR LIABILITY	2,628.00
LEAGUE OF MN CITIES INS. TRUST	2022 WORKERS' COMP INSURANCE	596.67
MII LIFE INCORPORATED	1ST HALF 2022 ER HSA CONTRIB	208.30
PUBLIC UTILITIES DEPARTMENT	MARCH PUBLIC UTILITIES	472.27
VERIZON WIRELESS	MARCH CELL PHONE EXPENSE	102.54
	F U N D T O T A L	41,232.16-

CDBG/HUD Revolving Loan

CDBG/HUD Revolving Loan

ADMINISTRATOR'S CONTINGENCY FD	CHECK #17394 REIMBURSING ERROR	.50
	F U N D T O T A L	.50

Capital Improvement

BAKER TILLY MUNICIPAL	2021A BONDS MUNI ADVISOR FEES	14,825.00
BRAUN INTERTEC CORPORATION	ADD'L PRO SVCS THRU 03/11/2022	1,382.25
CAPITAL IMPROVEMENT FUND	PROJECT REIMB - GEN MSA PI6072	13,770.53-
CAPITAL IMPROVEMENT FUND	PROJECT REIMB-GEN MSA PI5330	32,838.32-
JOEL CARLSON INC.	APRIL LEGISLATIVE FEES	2,285.00
JOEL CARLSON INC.	2022 LEGISLATIVE SESSION	16,000.00
CHAMPION COATINGS INC	PAY APP NO. 2 FINAL	68,651.95
CHAMPION COATINGS INC	RELEASE RETAINAGE PI 8221	19,405.90
HOUSTON ENGINEERING INC	PROF SERVICES THROUGH 2/26/22	1,113.50
INTERSTATE ENGINEERING INC.	PROF SERV 1/23/22 TO 3/5/2022	15,856.00
	F U N D T O T A L	92,910.75

Airport Capital Improvement

FINANCE & COMMERCE INC	AIRPORT PROJ. AD FOR BIDS	255.89
	F U N D T O T A L	255.89

Liquor Store

THE AMERICAN BOTTLING COMPANY	MARCH/MIX	400.38
ARTISAN BEER COMPANY	MARCH/BEER	1,206.13
BELLBOY CORPORATION	MARCH/LIQUOR	1,038.00
BELLBOY CORPORATION	MARCH/MIX	135.90
BERGANKDV, LTD	2021 AUDIT EXPENSE	3,785.00
BEVERAGE WHOLESALERS INC	MARCH/BEER	41,282.79
BEVERAGE WHOLESALERS INC	MARCH/MIX	248.06

Liquor Store

BIGWOOD EVENT CENTER FUND	JAN-FEB 2022 LHR MGMT FEES	10,000.00
BRAUN VENDING INC	APRIL WATER COOLER RENT	16.00
BRAUN VENDING INC	MARCH/SUPPLIES-WATER	35.00
BREAKTHRU BEVERAGE MINNESOTA	MARCH/FREIGHT	488.81
BREAKTHRU BEVERAGE MINNESOTA	MARCH/LIQUOR	29,783.03
BREAKTHRU BEVERAGE MINNESOTA	MARCH/MIX	793.75
BREAKTHRU BEVERAGE MINNESOTA	MARCH/WINE	4,425.80
CAYAN	MARCH 2022 MONTHLY SERVICE FEE	160.74
VIKING COCA-COLA BOTTLING CO	MARCH/MIX	318.19
COOPERS TECHNOLOGY GROUP	MARCH PERMANENT MARKERS	2.10
COPPER TRAIL BREWING CO	MARCH/BEER	481.56
D-S BEVERAGES, INC.	MARCH/BEER	49,996.93
D-S BEVERAGES, INC.	MARCH/MIX	211.15
DACOTAH PAPER CO	MARCH/SUPPLIES-BAGS	79.90-
DISGRUNTLED BREWERY LLC	MARCH/BEER	422.40
FERGUS BREWING COMPANY LLC	MARCH/BEER	259.20
GREAT PLAINS NATURAL GAS CO	MARCH NATURAL GAS EXPENSE	593.99
HOME DEPOT CREDIT SERVICES	MARCH LOCKS FOR ICE MACHINE	30.38
JACKSON FAMILY TRUCKING LLC	MARCH/FREIGHT	52.00
JOHNSON BROTHERS LIQUOR CO	MARCH/FREIGHT	693.82
JOHNSON BROTHERS LIQUOR CO	MARCH/LIQUOR	5,568.70
JOHNSON BROTHERS LIQUOR CO	MARCH/MIX	222.52
JOHNSON BROTHERS LIQUOR CO	MARCH/WINE	21,965.63
LEAGUE OF MN CITIES INS. TRUST	2022 LIQUOR LIABILITY	6,647.00
LEAGUE OF MN CITIES INS. TRUST	2022 WORKERS' COMP INSURANCE	22,371.69
PAUSTIS WINE COMPANY	MARCH/FREIGHT	72.50
PAUSTIS WINE COMPANY	MARCH/WINE	5,433.00
PEPSI BEVERAGE COMPANY	MARCH/MIX	184.08
PHILLIPS WINE AND SPIRITS CO	MARCH/FREIGHT	311.35
PHILLIPS WINE AND SPIRITS CO	MARCH/LIQUOR	8,226.02
PHILLIPS WINE AND SPIRITS CO	MARCH/WINE	6,366.82
PUBLIC UTILITIES DEPARTMENT	MARCH PUBLIC UTILITIES	420.80
SIGNATURE HOME TECHNOLOGIES	APRIL, MAY, JUNE MONITOR SVC	73.74
SOUTHERN GLAZER'S OF MN	MARCH/FREIGHT	704.84
SOUTHERN GLAZER'S OF MN	MARCH/LIQUOR	33,260.87
SOUTHERN GLAZER'S OF MN	MARCH/MIX	83.36
SOUTHERN GLAZER'S OF MN	MARCH/WINE	3,230.00
SUMMIT COMPANIES	QUARTERLY MONITORING SERVICE	75.00
VERIZON WIRELESS	MARCH CELL PHONE EXPENSE	102.54
	F U N D T O T A L	262,101.67

Refuse Disposal

BERGANKDV, LTD	2021 AUDIT EXPENSE	3,785.00
COOPERS TECHNOLOGY GROUP	MARCH DEPOSIT BAG	22.88
COOPERS TECHNOLOGY GROUP	MARCH PERMANENT MARKERS	1.42
WASTE MANAGEMENT	03/01-03/15/2022 PRO SERVICES	888.19
EQUIPMENT FUND	APRIL EQUIPMENT RENT	41,457.00
FASTENAL COMPANY	MAR REFUSE SAFETY VENDING	18.56
LEAGUE OF MN CITIES INS. TRUST	2022 WORKERS' COMP INSURANCE	35,713.44
METRO SALES, INC	02/18-03/17/22 COPIER RENT	16.55
METRO SALES, INC	02/18-03/17/22 USAGE CHARGE	12.98
OVERHEAD DOOR CO	MAR INSTALL 2 SECTIONS	941.00
PUBLIC UTILITIES DEPARTMENT	MARCH PUBLIC UTILITIES	554.43
DEREK SHOL	2022 SAFETY BOOT REIMBURSEMENT	250.00
	F U N D T O T A L	83,661.45

Sewage Treatment

BERGANKDV, LTD	2021 AUDIT EXPENSE	3,785.00
COOPERS TECHNOLOGY GROUP	MARCH PERMANENT MARKERS	2.30
EQUIPMENT FUND	APRIL EQUIPMENT RENT	11,976.08
59 FINISHING INC	MAR FINISH PRESS RELIEF VALVE	90.00
FERGUSON WATERWORKS #2516	MAR THREADED COUPLERS SEWER PL	48.48
FERGUSON WATERWORKS #2516	MAR 3X12 NIPPLE TUBE SEWER PLA	92.26
GREAT PLAINS NATURAL GAS CO	MARCH NATURAL GAS EXPENSE	3,074.01
HOME DEPOT CREDIT SERVICES	MAR BROOM/SHOVELS SEWER MARCIA	62.93
LEAGUE OF MN CITIES INS. TRUST	2022 WORKERS' COMP INSURANCE	15,302.17
MACQUEEN EQUIPMENT INC	MAR REBUILD KIT #10 RIP SAW	314.16
METRO SALES, INC	02/18-03/17/22 COPIER RENT	16.56
METRO SALES, INC	02/18-03/17/22 USAGE CHARGE	12.98
NORTHERN BALANCE & SCALE INC.	MAR SERV.& CALIB.OF SCALE	175.00
PUBLIC UTILITIES DEPARTMENT	MARCH PUBLIC UTILITIES	540.98
RMB ENVIRONMENTAL LABORATORIES	MAR ANALYSIS	616.00
SPEE DEE DELIVERY SERVICE INC	MAR SHIPPING	68.11
VERIZON WIRELESS	MARCH CELL PHONE EXPENSE	117.50
	F U N D T O T A L	36,294.52

Water

Water

ADMINISTRATOR'S CONTINGENCY FD	CLASS A LICENSE RENEW/SCHLESKE	23.00
BERGANKDV, LTD	2021 AUDIT EXPENSE	3,785.00
CITY OF CANDO	MAR CHEMICAL PUMP, LINE FEEDER	3,500.00
COOPERS TECHNOLOGY GROUP	MARCH PERMANENT MARKERS	2.08
COOPERS TECHNOLOGY GROUP	MARCH SNAP BLADE KNIFE RETRACT	4.08
CORE & MAIN LP	MAR REPAIR SLEEVES (STOCK)	1,815.59
COSSETTE ELECTRIC LLC	FEB C02 VALVE ELEC.HOOK-UP	184.61
COSSETTE ELECTRIC LLC	MAR TROUBLESHOOT WATER VALVE	89.00
D & M ELECTRIC MOTOR & SUPPLY	MAR DISCONNECT FEEDERS	125.00
EQUIPMENT FUND	APRIL EQUIPMENT RENT	4,575.25
FASTENAL COMPANY	MAR WATER SAFETY VENDING	18.56
FERGUSON WATERWORKS #2516	MAR 1.5" MACH 10 R900I USG MET	864.82
FERGUSON WATERWORKS #2516	MAR 3/4" BALL CURB ST FLR	308.07
GRAYMONT (WI) LLC.	MAR HIGH CAL QUICKLIME	5,838.44
GREAT PLAINS NATURAL GAS CO	MARCH NATURAL GAS EXPENSE	2,042.90
HAWKINS INC	JAN WATER HALOGEN CLAMP	116.74
HOME DEPOT CREDIT SERVICES	MAR BLEACH/SPRAYER (WATER)	23.45
HOME DEPOT CREDIT SERVICES	MAR CLEAR SILICONE (WTP)	15.71
HOME DEPOT CREDIT SERVICES	MAR TAX CREDIT FROM PO 118526	1.15-
HOME DEPOT CREDIT SERVICES	MAR 3/8 & 1/2 SOCKET RAILS	34.54
LEAGUE OF MN CITIES INS. TRUST	2022 WORKERS' COMP INSURANCE	12,365.76
LOCATORS & SUPPLIES INC	MAR XL DEERSKIN GLOVES	15.99
MARCO TECHNOLOGIES LLC	INSTALL MICROPHONE IN RECEPT.	462.65
METRO SALES, INC	02/18-03/17/22 COPIER RENT	16.56
METRO SALES, INC	02/18-03/17/22 USAGE CHARGE	12.98
PUBLIC UTILITIES DEPARTMENT	MARCH PUBLIC UTILITIES	170.83
RMB ENVIRONMENTAL LABORATORIES	MAR SP. ANALYSIS FOR DEVELOPER	685.00
VERIZON WIRELESS	APRIL CELL PHONE EXPENSE	89.12
VERIZON WIRELESS	MARCH CELL PHONE EXPENSE	161.02
VESSCO INC.	MARCH RH PADDLE SLAKER	109.00
	F U N D T O T A L	37,454.60

Storm Water

EQUIPMENT FUND	APRIL EQUIPMENT RENT	10,908.75
VERIZON WIRELESS	MARCH CELL PHONE EXPENSE	35.01
	F U N D T O T A L	10,943.76

Equipment

ABRA MN FERGUS FALLS	2088 SQUAD REPAIRS/22001745	2,410.50
ABRA MN FERGUS FALLS	2091 REPAIRS FROM 22003480	978.33
AMERICAN WELDING & GAS, INC	MAR TUNGSTEN THORIATED (BRENT)	38.90
AUTO VALUE - FERGUS FALLS	MAR AIR FILTER UNIT 455	46.16
AUTO VALUE - FERGUS FALLS	MAR AIR FILTER UNIT 51	11.75
AUTO VALUE - FERGUS FALLS	MAR BATTERY TERMINAL LUG	4.49
AUTO VALUE - FERGUS FALLS	MAR BATTERY TREMINAL LUG	29.94
AUTO VALUE - FERGUS FALLS	MAR CREDIT RETURNED SWITCHES	10.98-
AUTO VALUE - FERGUS FALLS	MAR DIESEL PUMP FUEL FILTER	12.47
AUTO VALUE - FERGUS FALLS	MAR FEMALE HYD FITTINGS U-226	16.18
AUTO VALUE - FERGUS FALLS	MAR FEMALE JIC HYD FITT U-226	16.18
AUTO VALUE - FERGUS FALLS	MAR FIBERGLASS MAT U-261	16.99
AUTO VALUE - FERGUS FALLS	MAR FLOOR MATS UNIT 43	32.99
AUTO VALUE - FERGUS FALLS	MAR FUEL PUMP BELT CITY GARAGE	12.99
AUTO VALUE - FERGUS FALLS	MAR FUEL PUMP HOSE CITY SHOP	13.99
AUTO VALUE - FERGUS FALLS	MAR GROMMET (SHOP)	3.38
AUTO VALUE - FERGUS FALLS	MAR GROMMETS (SHOP)	4.98
AUTO VALUE - FERGUS FALLS	MAR NATRL GRILLE NUTS LP RETAI	4.49
AUTO VALUE - FERGUS FALLS	MAR OIL FILTER UNIT 60	3.92
AUTO VALUE - FERGUS FALLS	MAR OIL/FUEL FILTER	30.26
AUTO VALUE - FERGUS FALLS	MAR ON-OFF TOGGLE SWITCH	10.98
AUTO VALUE - FERGUS FALLS	MAR PERMATEX ANTI-SIEZE	14.99
AUTO VALUE - FERGUS FALLS	MAR PERMATEX PIPE JOINT	9.99
AUTO VALUE - FERGUS FALLS	MAR SPARK PLUGS/O2 SENSOR U-41	138.91
AUTO VALUE - FERGUS FALLS	MAR SPLIT WIRE LOOM (SHOP)	35.70
AUTO VALUE - FERGUS FALLS	MAR STOCK FILTER ORDER	83.54
AUTO VALUE - FERGUS FALLS	MAR STOCK FUEL FILTER	31.70
AUTO VALUE - FERGUS FALLS	MAR STOCK FUEL FILTERS	35.16
AUTO VALUE - FERGUS FALLS	MAR TRAILER BREAK LANYARD	7.99
AUTO VALUE - FERGUS FALLS	MAR WINDSHIELD WASH SOLVENT	223.99
AUTO VALUE - FERGUS FALLS	MAR 16 GAUGE 2 WIRE (SHOP)	79.00
AUTO VALUE - FERGUS FALLS	MAR 16 OZ BIO KLEEN ADDITIVE	30.99
AUTO VALUE - FERGUS FALLS	MAR 16-14 GA RECEPTACLE	2.99
AUTO VALUE - FERGUS FALLS	MAR 4 WIRE FLAT TRAILER CONNEC	9.98
AUTO VALUE - FERGUS FALLS	MAR 50' PRESSURE WASHER HOSE	139.99
CODY BAUER	MARCH CASE & SCREEN PROTECTOR	120.74
BERGANKDV, LTD	2021 AUDIT EXPENSE	3,787.00
BROCK WHITE COMPANY LLC	MAR FILTER CANISTER UNIT 499	75.70
CODE 4 SERVICES INC	2098 SETUP	2,867.68
COOPERS TECHNOLOGY GROUP	MARCH PERMANENT MARKERS	1.17
DSI AUTOMOTIVE PRODUCTS	MAR TRIPLE SEVEN CLEANER 55 GA	621.00
DSI AUTOMOTIVE PRODUCTS	MAR 3"STAINLESS STEP BARS U-64	308.11
EQUIPMENT FUND	APRIL EQUIPMENT RENT	1,089.27

Equipment

EQUIPMENT FUND	RECEIPT APRIL EQUIPMENT RENT	180,837.67-
59 FINISHING INC	MAR POWDER COAT LIGHT HOUSING	38.30
JOHN DEERE FINANCIAL	MAR FUEL FILTER UNIT 239	57.28
FASTENAL COMPANY	MAR SHOP SUPPLY VENDING	32.40
FASTENAL COMPANY	MAR STOCK HARDWARE ORDER	238.94
FASTENAL COMPANY	MAR 12MM1.75X408.8 (SHOP)	17.22
FASTENAL COMPANY	MAR 14.5" CABLE ZIP TIES	29.62
FASTENAL COMPANY	MAR 16-14 BUTT CONNECTORS	35.15
FASTENAL COMPANY	MAR 3" PLOW BOLTS/NUTS	482.29
NAPA AUTO PARTS - FERGUS FALLS	MAR HYD HOSE FITTINGS U-226	19.76
GOIN' POSTAL FERGUS FALLS	MAR PARTS FREIGHT UNIT 243	12.55
GOODIN COMPANY	MAR AIR LINE PROJECT 1.5" TEE	27.59
GOODIN COMPANY	MAR CITY SHOP AIR LINE PARTS	241.59
GOODIN COMPANY	MAR S/40 BLK PIPE CITY SHOP	102.98
HOME DEPOT CREDIT SERVICES	MAR CORNER BRACE/THREAD COMPOU	13.24
HOME DEPOT CREDIT SERVICES	MAR MISC FITTINGS AT SHOP BREN	43.46
HOME DEPOT CREDIT SERVICES	MAR 2" FLAT BRUSHES (SHOP)	11.84
HOTSY MINNESOTA	MAR COMP VALVE KIT UNIT 1164	61.85
HOTSY MINNESOTA	MAR SEAL KIT/OIL SEAL KITS	132.45
IRON VALLEY EQUIPMENT	MAR ARCTIC POLY BLOCKS (STOCK)	1,774.60
IRON VALLEY EQUIPMENT	MAR ARCTIC 11.5HD SNO-PUSHER	13,897.00
LEADERS DISTRIBUTING	MAR AIR COUPLERS/BRACE (SHOP)	139.60
LEAGUE OF MN CITIES INS. TRUST	2022 WORKERS' COMP INSURANCE	8,125.26
MTI DISTRIBUTING INC	MAR REAR LIFT WIRE KIT U-1194	139.18
MTI DISTRIBUTING INC	MAR UNIT 1194 TORO WORKMAN MDX	11,453.96
NORTHWEST TIRE INC	MAR INSTALL TIRES UNIT 2	475.92
OLSON OIL COMPANY INC	MAR #1 RED DIESEL FUEL LANDFIL	1,280.70
OLSON OIL COMPANY INC	MAR #2 RED DIESEL LANDFILL	2,927.98
OLYMPIC SALES	MAR SLIDE WEARPADS NEW WAY REA	1,379.89
OVERHEAD DOOR CO	MAR PROGRAM SHED 3 OPENER	85.00
POLICE DEPT CONTINGENCY FUND	8 POLICE PLATES	24.00
PUBLIC UTILITIES DEPARTMENT	MARCH PUBLIC UTILITIES	642.18
PUMP AND METER SERVICE INC	MAR DSL PUMP FILTER/NOZZLE/S	241.45
RHOMAR INDUSTRIES INC	MAR NEURO-WASH NEUTRALIZER	583.84
ROYAL TIRE INC	MAR GDY WRA AT 245/75R17 TIRE	307.50
SANITATION PRODUCTS INC	MAR FEMALE QUICK COUPLER U-262	205.69
SANITATION PRODUCTS INC	QUICK CONNECT COUPLING U-262	245.17
STENERSON BROTHERS LUMBER CO	MAR SCREWS AND TORX BITS	32.18
STENERSON BROTHERS LUMBER CO	MAR TORX BIT/CONCRETE SCREWS	40.38
SWANSTON EQUIPMENT CO	FEB HYD MOTOR GEAR CREDIT	740.22-
SWANSTON EQUIPMENT CO	MAR DIRT SHOES UNIT 239	1,098.16
SWANSTON EQUIPMENT CO	MAR 2 CYCLE ENGINE OIL (PARK)	134.48
VERIZON WIRELESS	MARCH CELL PHONE EXPENSE	82.44

Equipment

WALLWORK TRUCK CENTER F.F.	MAR CONNECTION GASKET (STK)	6.81
WALLWORK TRUCK CENTER F.F.	MAR CUMMINS STOCK GASKETS	23.92
WALLWORK TRUCK CENTER F.F.	MAR KILLEM FUEL ADDITIVE	21.01
ZIEGLER INC.	MAR BULB/SOCKET UNIT 294	6.60
ZIEGLER INC.	MAR CHECK TRANS LIGHT U-294	289.83
ZIEGLER INC.	MAR SCREW/LOCKNUTS U-486	62.52
	F U N D T O T A L	120,847.65-

Employees Insurance

LAKES COUNTRY SVC COOP	APRIL 22 HEALTH INSURANCE	164,512.26
SUN LIFE FINANCIAL	APRIL LIFE INSURANCE	3,149.46
	F U N D T O T A L	167,661.72

Flexible Benefit Agency

MII LIFE INCORPORATED	2021 FLEX PLAN REIMB	47.52
MII LIFE INCORPORATED	2022 FLEX PLAN REIMB	1,755.91
	F U N D T O T A L	1,803.43

PEG Access

BCBS OF MN & BLUE PLUS	APRIL HEALTH INSURANCE	504.21
BCBS OF MN & BLUE PLUS	JUNE HEALTH INSURANCE	504.21
BCBS OF MN & BLUE PLUS	MAY HEALTH INSURANCE	504.21
CHARTER COMMUNICATIONS	02/26-03/25/22 CABLE	8.89
CHARTER COMMUNICATIONS	03/26-04/25/22 CABLE	8.89
CINCINNATI INSURANCE COMPANY	2022 COMMERCIAL PKG INSTALLMEN	390.00
CINCINNATI INSURANCE COMPANY	2022 WORKERS' COMP INSTALLMENT	105.00
DAILY JOURNAL	FEBRUARY/KIDS SCOOP-FFSP FFSS	100.00
SUMMIT COMPANIES	QUARTERLY MONITORING SERVICE	75.00

PEG Access

F U N D T O T A L	2,200.41
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Fergus Falls Convention and Visitor's Bureau, Inc.

A CENTER FOR THE ARTS	2022 SPONSORSHIP	1,000.00
MILES PARTNERSHIP LLC	2022 EMT LEADS	900.00
OTTER COVE CHILDREN'S	2022 SPONSORSHIP	1,000.00
OTTER TAIL CO. HISTORICAL SOC.	2022 SPONSORSHIP	1,000.00
F U N D T O T A L		3,900.00

T O T A L A L L F U N D S	926,584.80
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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 04 DAY OF APRIL 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

4/04/2022

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

A-1 LOCK & KEY LLC	82.76
ABRA MN FERGUS FALLS	3,388.83
ARC DOCUMENT SOLUTIONS LLC	220.14
ADMINISTRATOR'S CONTINGENCY FD	265.87
ADVANCED CAPITAL GROUP INC	3,750.00
THE AMERICAN BOTTLING COMPANY	400.38
ARAMARK UNIFORM SERVICES	32.11
AMERICAN WELDING & GAS, INC	38.90
SEAN ANDERSON	267.90
ARTISAN BEER COMPANY	1,206.13
ASPEN MILLS INC	326.39
AUTO VALUE - FERGUS FALLS	1,106.08
AVESIS THIRD PARTY ADMIN INC	18.42
BAKER & TAYLOR INC	1,466.46
BAKER TILLY MUNICIPAL	14,825.00
CODY BAUER	120.74
BELLBOY CORPORATION	1,173.90
BERGANKDV, LTD	24,000.00
BEVERAGE WHOLESALERS INC	41,530.85
BEYER BODY SHOP, INC.	225.00
BIG AXX LLC	80.00
BJORN'S HEATING & AIR COND INC	1,877.29
BLACKSTONE PUBLISHING	1,456.14
BCBS OF MN & BLUE PLUS	1,512.63
BRAUN VENDING INC	51.00
BRAUN INTERTEC CORPORATION	1,382.25
BREAKTHRU BEVERAGE MINNESOTA	35,491.39
BROCK WHITE COMPANY LLC	75.70
CRST SPECIALIZED SOLUTIONS INC	1,020.09
JOEL CARLSON INC.	18,285.00
CARR'S TREE SERVICE, INC.	14,247.14
CAYAN	160.74
A CENTER FOR THE ARTS	2,875.00
CHAMPION COATINGS INC	88,057.85
CHARTER COMMUNICATIONS	190.73
CINCINNATI INSURANCE COMPANY	495.00
CITY OF CANDO	3,500.00
COALITION OF GREATER MN CITIES	75.00
VIKING COCA-COLA BOTTLING CO	318.19
CODE 4 SERVICES INC	2,867.68
COOPERS TECHNOLOGY GROUP	217.12
COPPER TRAIL BREWING CO	481.56
CORE & MAIN LP	1,815.59
COSSETTE ELECTRIC LLC	8,505.87
D & M ELECTRIC MOTOR & SUPPLY	125.00
D-S BEVERAGES, INC.	50,208.08
DSI AUTOMOTIVE PRODUCTS	929.11

4/04/2022

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

DACOTAH PAPER CO	468.48
DAILY JOURNAL	100.00
WASTE MANAGEMENT	888.19
DISGRUNTLED BREWERY LLC	422.40
BRIAN DRAXTEN	69.56
59 FINISHING INC	128.30
JOHN DEERE FINANCIAL	57.28
FASTENAL COMPANY	909.88
FERGUS BREWING COMPANY LLC	259.20
FERGUSON WATERWORKS #2516	1,313.63
FINANCE & COMMERCE INC	255.89
GALLS LLC	298.31
NAPA AUTO PARTS - FERGUS FALLS	19.76
GOIN' POSTAL FERGUS FALLS	12.55
GOODIN COMPANY	372.16
GRAND FORKS FIRE EQUIPMENT LLC	118.55
GRAYMONT (WI) LLC.	5,838.44
GREAT PLAINS NATURAL GAS CO	10,291.45
GREATER FERGUS FALLS CORP	12,500.00
KIWANIS CLUB OF OTTER-RISERS	1,250.00
HAWKINS INC	116.74
HERZOG ROOFING	937.50
HOME DEPOT CREDIT SERVICES	1,070.92
HOTSY MINNESOTA	194.30
HOUSTON ENGINEERING INC	1,113.50
INNOVATIVE OFFICE SOLUTIONS	48.02
INTERSTATE ENGINEERING INC.	15,856.00
IRON VALLEY EQUIPMENT	15,671.60
JACKSON FAMILY TRUCKING LLC	52.00
JOHNSON BROTHERS LIQUOR CO	28,450.67
KNUTSON ELECTRIC REBUILDING	118.00
LHR HOSPITALITY MANAGEMENT	4,133.75
LAKES COUNTRY SVC COOP	164,512.26
LEADERS DISTRIBUTING	139.60
LEAGUE OF MN CITIES INS. TRUST	200,734.00
LEAGUE OF MN CITIES	399.00
LEAGUE OF MN CITIES INS TRUST	115.54
LOCATORS & SUPPLIES INC	63.96
VICTOR LUNDEEN COMPANY	53.03
MII LIFE INCORPORATED	2,011.73
MTI DISTRIBUTING INC	11,593.14
MACQUEEN EQUIPMENT INC	314.16
MARCO TECHNOLOGIES LLC	837.61
METRO SALES, INC	261.48
MIDWEST PRINTING COMPANY	75.00
MIFC	916.43
MILES PARTNERSHIP LLC	900.00

4/04/2022

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

JAMES NEIGEL	85.00
NO-LOAD FUND INVESTOR, INC.	169.00
NORTHERN BALANCE & SCALE INC.	175.00
NORTHWEST TIRE INC	475.92
NYCKLEMOE & ELLIG, P.A.	7,041.67
OLSON OIL COMPANY INC	4,208.68
OLYMPIC SALES	1,379.89
OTTER COVE CHILDREN'S	1,000.00
OTTER TAIL CO. HISTORICAL SOC.	3,875.00
OTTER TAIL TELCOM	240.00
OVERHEAD DOOR CO	1,613.50
PAUSTIS WINE COMPANY	5,505.50
PEPSI BEVERAGE COMPANY	184.08
PHILLIPS WINE AND SPIRITS CO	14,904.19
POLICE DEPT CONTINGENCY FUND	130.99
PRODUCTIVE ALTERNATIVES INC.	12,500.00
PUBLIC UTILITIES DEPARTMENT	6,466.59
PUMP AND METER SERVICE INC	241.45
RMB ENVIRONMENTAL LABORATORIES	1,301.00
RHOMAR INDUSTRIES INC	583.84
ROYAL TIRE INC	307.50
SANITATION PRODUCTS INC	450.86
DEREK SHOL	250.00
SIGNATURE HOME TECHNOLOGIES	73.74
SOUTHERN GLAZER'S OF MN	37,279.07
SPEE DEE DELIVERY SERVICE INC	199.54
STENERSON BROTHERS LUMBER CO	72.56
SUMMIT COMPANIES	182.50
SUN LIFE FINANCIAL	3,149.46
SWANSTON EQUIPMENT CO	492.42
TAG UP	880.00
UGSTAD PLUMBING, INC.	1,557.04
USABLE LIFE	77.00
VERIZON WIRELESS	1,812.89
VESSCO INC.	109.00
VIKING LIBRARY SYSTEM	188.25
WALLWORK TRUCK CENTER F.F.	51.74

TOTAL OTHER VENDORS 926,584.80

TOTAL ALL VENDORS 926,584.80