



City Council Agenda
May 15, 2023
5:30 pm in the City Council Chambers

Invocation – Pastor Jim Johnson, Calvary Free Lutheran Church
Pledge of Allegiance

- A. Call to Order
- B. Roll Call
- C. Approval of the Agenda
- D. Public Hearings
 - 1. Final cost hearing for PI 6079, the 2022 Sidewalk/Driveway improvements
 - a. Resolution adopting final cost assessments for PI 6079
 - 2. Housing Tax Rebate Program public hearing for 1323 and 1340 Lenore Way; 3405 Pebble Hills Drive and 3620 Pebble Hills Drive
 - a. Resolution approving a property tax rebate for 1323 Lenore Way
 - b. Resolution approving a property tax rebate for 1340 Lenore Way
 - c. Resolution approving a property tax rebate for 3405 Pebble Hills Drive
 - d. Resolution approving a property tax rebate for 3620 Pebble Hills Drive
- E. Awarding of Bids
- F. Petitions and Communications
 - 1. Proclamation declaring May 21-27 as Public Works Week
- G. Consent Agenda
 - 1. Motion approving the minutes from the May 1, 2023 City Council meeting and the May 10, 2023 Committee of the Whole and May 10, 2023 Special Council meeting
 - 2. Motion approving licenses
 - 3. Resolution setting the final cost hearing for City Project 5960, 2023 Street & Utility Improvement Project No. 1 (Linden: Broadway to Oak, Summit: Broadway to Oak. Laurel: First Ave to Broadway for June 5, 2023 at 5:30 pm
 - 4. Resolution approving the Library Use Conduct Policy as recommended by the Library Board
 - 5. Motion directing the City Attorney to modify the municipal tax ordinance to include short-term rentals and municipal campgrounds
 - 6. Resolution directing the City Attorney and City Engineer to execute the partial release of a permanent utility easement at 1007 N Tower Road
 - 7. Resolution initiating PI 9353, the Fergus Falls Municipal Airport Masterplan and ALP update, accepting HDR's independent fee evaluation professional services proposal in the amount of \$4,000 and accepting SEH's professional services proposal in the amount of \$364,200
 - 8. Resolution initiating PI 6080, the 2023 sidewalk/driveway program and approving the 2023 sidewalk assessment rates
 - 9. Resolution accepting Interstate Engineering's professional services supplemental proposal for design in the amount of \$25,000, ordering the plans and specifications and authorizing

staff to prepare the Purchase Agreement between Otter Tail Power Company and the City of Fergus Falls for PI 9502, the old wastewater treatment plant demolition project

10. Resolution approving the 2023 Lifeguard Services Contract with the Fergus Falls YMCA for lifeguard services at Pebble Lake Beach
11. Resolution approving a contract with Greystone Construction to provide and install a 65' x 84' Atlas L10 Series building as a salt/sand storage structure

H. Ordinance and Resolutions

1. Second reading, Ordinance 37, Eighth Series, Amending City Code Chapter 90.24 Noise Violations
2. Resolution approving a project application to the Lessards-Sams Outdoor Heritage Council for Lake Alice improvements
3. Resolution approving updates to the single- and two-family property tax rebate program

I. Presentation of Claims \$2,047,872.11

J. Board, Committee and Department Reports

K. Reports from Staff and Administrative Officers

L. Old Business/Unfinished Business

1. Motion approving Mayor's recommendation of City Council and Charter Commission sub-committee to review proposed Code of Conduct Policy for Elected Officials

M. New Business

O. Miscellaneous Announcements

- | | | |
|--------|---------|--|
| May 29 | | Most city offices and facilities closed for observance of Memorial Day |
| | | Garbage and recycling normally picked up on Monday will move to Tuesday. |
| | | Tuesday collection will be made on Wednesday May 31 |
| May 31 | 7:00 am | Committee of the Whole meeting |
| June 5 | 4:30 pm | Council work session: 2022 Audit Presentation |
| | 5:30 pm | City Council meeting |

P. Adjournment

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

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



Council Action Recommendation

Page 1 of 2

Meeting Date:

City Council – May 15, 2023

Subject:

PI 6079 – 2022 Sidewalk Program Final Cost Hearing

Recommendation:

- Resolution adopting the final assessment roles for PI 6079

Background/Key Points:

This is a 100-percent petitioned program utilized by property owners at various locations in the City. Individual final assessment roles including the rates and terms were mailed to all participants. The final cost hearing notice was published in the Daily Journal prior to this May 15, 2023 final cost hearing pursuant to City Policy and MN Statue Chapter 429 requirements.

The City Council will then consider, and possibly adopt, the final assessments at the conclusion of this hearing.

Type of Project:

2022 sidewalk & driveway improvements as petitioned (100%) by property owners and City required work (pedestrian ramps, tree damage, curb & gutter, etc.)

Location:

Misc. areas throughout the City

Legal Description:

As noted on each 100% petition signed by the property owners for special assessments or on the individual work sheet for City work.

Hearing Date:

May 15, 2023

Interest Rate:

5.25%

Assessment:

Variable Years depending on assessment value

Due Date:

June 30, 2023

Final Cost :

\$4,898.00 Amount assessed

\$9,774.05 City Share

\$14,672.05 Total

Budgetary Impact:

The City budgets approximately \$30,000/year to cover its share of these sidewalk projects.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow - City Engineer

Attachments:

PI 6079 - Final Cost Breakdown Spreadsheet

PI 6079 - Final Individual Assessment Roles

Final Report of 2022 Sidewalk Improvements

Project No. 403-6079

File No. No.	Pub. Imp. No.	Address	Assessment Years	Special Assessment Amount	City Cost	
1348	403-60790-551-1	2622 Cenex Dr				#1
1349	403-60790-551-2	323 E Vasa Ave.	10	\$1,199.70	\$3,202.50	
1350	403-60790-551-3	714 S Court Str.	10	\$1,434.35	\$2,650.00	
1351	403-60790-551-4	802 S Mill Str.	15	\$2,263.95	\$4,984.20	
1352	403-60790-551-5	106 E Washington Ave.				#1
5	Total					
Totals				\$4,898.00	\$10,836.70	

Indicates Assessed Property

NOTE #1: Finish work in 2023

Years	Assessment Value
0	\$1-\$200
3	\$201-\$500
5	\$501-\$1000
10	\$1001-\$2000
15	\$2001-Above

FINAL COST
PROJECT 6079
2022 MISC. SIDEWALK IMPROVEMENTS

<u>SOURCE</u>	<u>AMOUNT</u>
CONTRACTORS - 403-6079	\$10,836.70
ENGINEERING - 403-6079	\$3,835.35
MAINTENANCE / SUPPLIES / ADVERTISEMENT	\$0.00
 	<hr/>
TOTAL	\$14,672.05

<u>FINANCED:</u>	<u>ASSESSED SHARE</u>	<u>CITY SHARE</u>	<u>TOTAL</u>
FUND 499 / LOCAL 55	\$4,898.00		\$4,898.00
2022 BUDGET (TAX LEVY = Note #1)		\$9,774.05	\$9,774.05
MSA MAINTENANCE FUNDS			\$0.00
 	<hr/>	<hr/>	<hr/>
TOTALS	\$4,898.00	\$9,774.05	\$14,672.05

FINAL COST HEARING	May 15, 2023
DUE DATE TO PAY IN FULL W/O INTEREST	June 30, 2023
INTEREST RATE	5.25%
INDIVIDUAL PROJECTS (TOTAL)	5
CITY	1
ASSESSED PROJECTS	4
SPECIAL ASSESSMENT LENGTH	VARIABLE

Years	Assessment Value
0	\$1-\$200
3	\$201-\$500
5	\$501-\$1000
10	\$1001-\$2000
15	\$2001-Above

Note # 1: Maximum "Tax Levy" allotment for 2022 = \$29,702.63



Council Action Recommendation

Page 1 of 1

Meeting Date:

May 15, 2023 – City Council

Subject: Tax Abatement Agreement- Housing Rebate Program

Recommendation: Following a public hearing, approve a tax rebate of up to \$5,000 for both 1323 & 1340 Lenore Way and allow City officials to sign tax abatement agreements for each property with Fergus Falls Area Habitat for Humanity.

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. The home at 1323 Lenore Way (PID 71002991936000 on attached site plan) has an estimated project valuation of 225,000. The home at 1340 Lenore Way (PID 71002991944000 on attached site plan) has an estimated project valuation of \$205,000. Both homes are single-family homes.

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 12/31/2024)

Property Owner / Applicant: Fergus Falls Area Habitat for Humanity
Current Address: PO Box 434, Fergus Falls MN 56538-0434
Telephone: 218 736 2905 E-Mail: fergushabitat@gmail.com
Are property taxes current? Yes No Anticipated Construction Start Date (as defined below): May 1, 2023
Proposed Project: New Construction Replacement of housing unit
Project Type: Single Family Two Family
Project Address (if available): 1340 Lenore Way, Fergus Falls MN 56537
Parcel Number: 71002991944000 Estimated Project Valuation: \$ 205,000

Applicant Statement:

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

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 and only in the years in which the owner is a permanent resident of Otter Tail County.

[Signature]
Construction & Provisions Certification Signature

APRIL 14, 2023
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



OTTER TAIL COUNTY - MINNESOTA HOUSING TAX REBATE APPLICATION

(Application Period 1/1/2020 through 12/31/2024)

Property Owner / Applicant: Fergus Falls Area Habitat for Humanity
Current Address: PO Box 434, Fergus Falls MN 56538-0434
Telephone: 218 736 2905 E-Mail: fergushabitat@gmail.com
Are property taxes current? Yes No Anticipated Construction Start Date (as defined below): May 1, 2023
Proposed Project: New Construction Replacement of housing unit
Project Type: Single Family Two Family
Project Address (if available): 1323 Lenore Way, Fergus Falls MN 56537
Parcel Number: 71002991936000 Estimated Project Valuation: \$ 225,000

Applicant Statement:

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

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

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Construction & Provisions Certification Signature

Date

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Otter Tail County _____

Date: _____

City or Township of _____

Date: _____

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520 West Fir Ave, Fergus Falls, MN 56537
or: cda@co.ottertail.mn.us





Find by Parcel, Name, Add

71002991938000

135.00'

71002991937000

1337
2

85.00'

85.00'

135.00'

135.0'

10'

Drainage

50'

71002500007004

94.26'

71002991936000

94.26'

1323
1

40'

92.22'

Driveway

56'

135.03'

135.0

10'

71002500007005

LENORE-WAY

71002991945000

150.00'

28'

71002991944000

85.00'

64'

1341
2

85.00'

10'

150.00'

71002500001000

71002991943000

97.34'

1324
1

25

195.32'

150.03'

60.90'

30ft

96°03'04"W 46°17'49"N

35.00'

75.00'

138.00'

Otter Tail County, MN





Council Action Recommendation

Page 1 of 1

Meeting Date:

May 15, 2023 – City Council

Subject: Tax Abatement Agreement- Housing Rebate Program

Recommendation: Following a public hearing, approve a tax rebate of up to \$5,000 for 3405 Pebble Hills Dr and allow City officials to sign a tax abatement agreement with Theron & Rachel Rein.

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. The home at 3405 Pebble Hills Dr will be a single-family home with an estimated project valuation of \$405,000.

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 12/31/2024)

Property Owner / Applicant: Theron & Rachael Rein
Current Address: 38910 Eldorado Beach Rd. Battle Lake MN 56515
Telephone: 218.731.1878 E-Mail: trein@otpc.com
Are property taxes current? Yes No Anticipated Construction Start Date (as defined below): 05/22/23
Proposed Project: New Construction Replacement of housing unit
Project Type: Single Family Two Family
Project Address (if available): 3405 Pebble Hills Dr. Fergus Falls MN 56537
Parcel Number: 71001990957000 Estimated Project Valuation: \$ 1,405,000

Applicant Statement: We are building a new home & would like to take advantage of the opportunities/incentives available within Fergus Falls & Otter Tail County.
(Please provide a statement as to why you are requesting an abatement of property taxes.)

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

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[Signature]
Construction & Provisions Certification Signature

04/05/23
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



LEGAL DESCRIPTION:

PARCEL #: 71001990957000
 LEGAL: LOT 8 BLOCK 2 PEBBLE HILLS ESTATE
 ADDRESS: 3405 PEBBLE HILLS DRIVE, FERGUS FALLS MN 56537

PROJECT STATISTICS:

USE: SINGLE FAMILY
 LOT SIZE: 29,230 SF
 FINISHED FLOOR ELEVATION:
 FLOOD ELEVATION:
 BUILDING FOOTPRINT: 3226 SF
 FOUNDATION TYPE: FROST PROTECTED MONOLITHIC OR 4" FROST WALLS
 CONSTRUCTION: WOOD (2X6 EXTERIOR WALLS)
 BLDG. ENVELOPE: ZIP SHEATHING
 SIDING: LP SIDING
 ROOF: ASPHALT
 HEATING: RADIANT FLOOR HEAT AND CENTRAL AIR
 BUILDING HEIGHT: 26'-6"
 STORIES: 2
 LIVABLE SQUARE FEET: 3701 SF
 MAIN: 2218
 SECOND: 1483
 GARAGE: 1010
 BED: 4
 BATH: 3

SETBACKS

FRONT - 25' 0"
 BACK - 25' 0"
 SIDE - 40' 0"
 N SIDE - 112' 7 1/2"

SITE PLAN NOTES

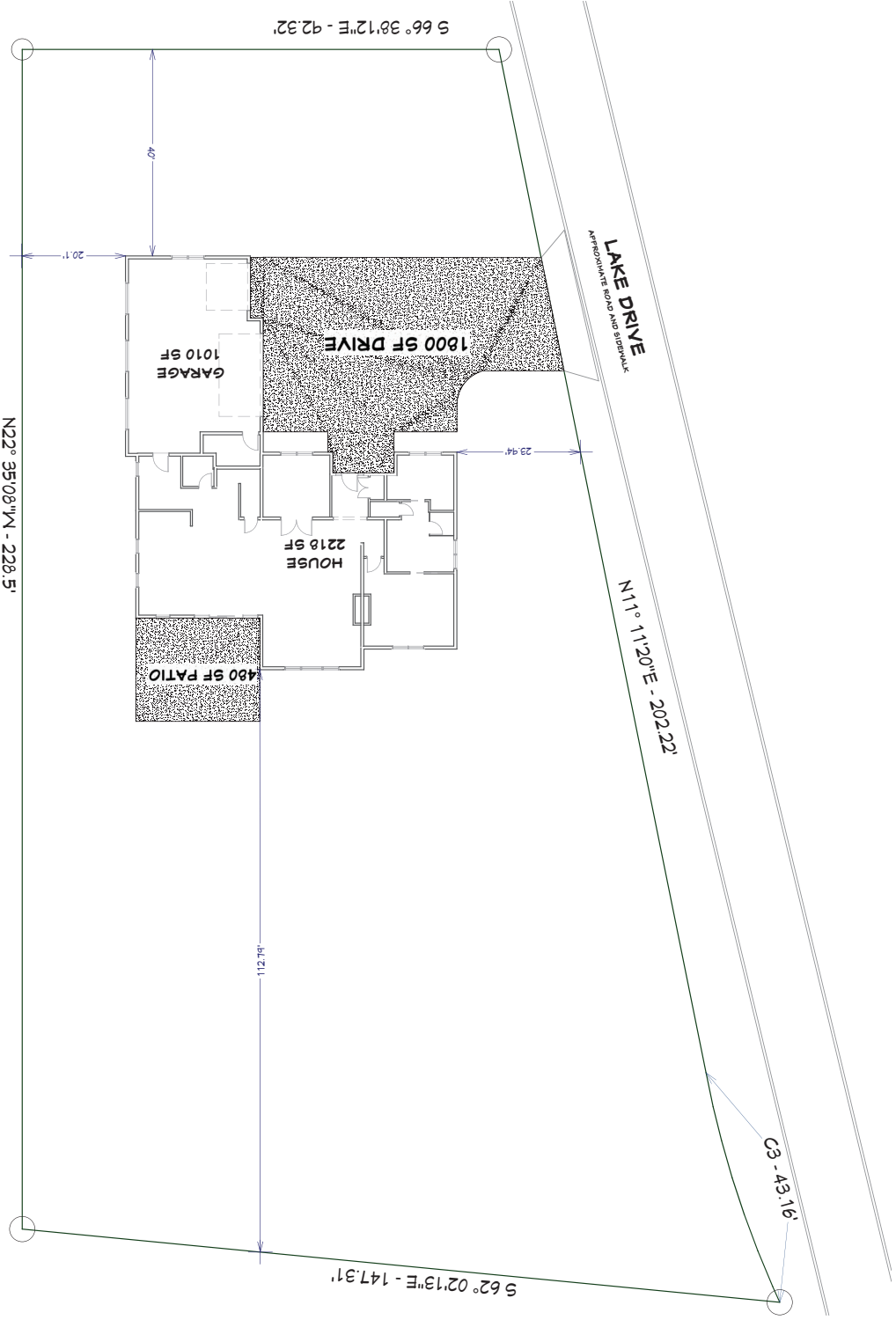
SITE SURVEY TO VERIFY FIN LOCATIONS AND HOME LOCATION PRIOR TO EXCAVATION.
 CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES. ALL FINISH GRADES SHALL BE SMOOTH AND UNIFORM.
 CALL BEFORE YOU DIG

PROJECT NARRATIVE

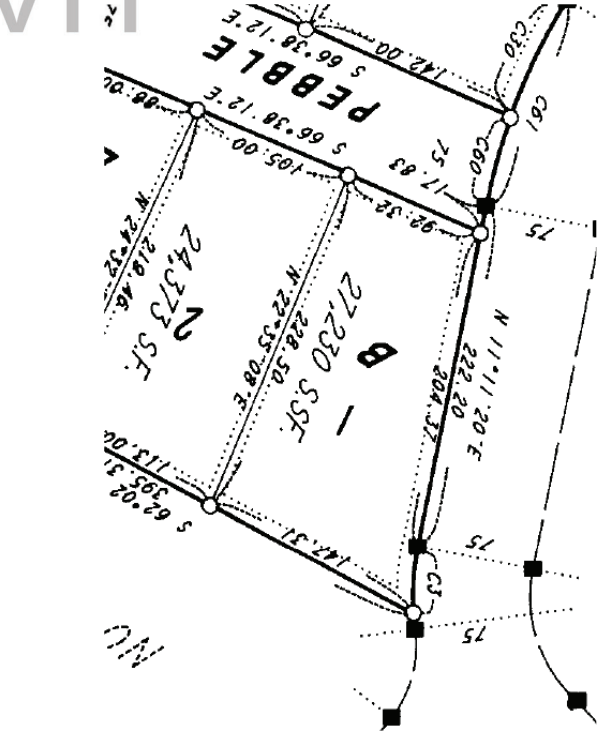
EROSION CONTROL NOTES:
 1. INSTALL SILT FENCE PRIOR TO ANY EXCAVATION OR CONSTRUCTION
 2. MINIMIZE SITE DISTURBANCE BY TIGHT CONTROL OF EXCAVATION LIMITS.
 3. HYDRPOSED WITH A WOOD CELLULOSE FIBER MULCH APPLIED AT A RATE OF 2,000# / ACRE. USE AN ORGANIC TACKIFIER AT NO LESS THAN 150 #/ACRE OR PER MANUFACTURER'S RECOMMENDATION IF HIGHER.
 APPLICATION OF TACKIFIER SHALL BE HEAVIER AT EDGES, IN VALLEYS AND AT CRESTS OF BANKS AND OTHER AREAS WHERE SEED CAN BE MOVED BY WIND OR WATER.
 4. STRIP SWALES SHALL OVERFLOW ONTO NATIVE UNDISTURBED GROUND. NO SITE DISTURBANCE BELOW SWALES.

GRADING NOTES:
 1. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES.
 2. ALL FINISH GRADES SHALL BE SMOOTH AND UNIFORM.
 3. PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING.
 4. FINAL GRADE TO CONVERT SURFACE DRAINAGE TO ROCK CHANNELS AND DISPERSION TRENCHES. AREAS TO BE FILLED SHALL BE CLEARED, GRUBBED TO REMOVE TREES, VEGETATION, ROOTS AND OTHER OBJECTIVE MATERIAL AND STRIPPED OF TOPSOIL.
 5. PLACE FILL SLOPES WITH A GRADIENT STEEPER THAT 3:1 IN LIFTS NOT TO EXCEED 8 INCHES, AND MAKE SURE EACH LIFT IS PROPERLY COMPACTED.

LANDSCAPE NOTES:
 6. PLACE FILL SLOPES WITH A GRADIENT STEEPER THAT 3:1 IN LIFTS NOT TO EXCEED 8 INCHES, AND MAKE SURE EACH LIFT IS PROPERLY COMPACTED.



SITE PLAN
 1"=15'



CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C 1	92° 12' 12"	72.52	117.12	75.80	104.80	N 47° 26' 21" E
C 2	61° 51' 33"	295.67	319.22	177.16	303.94	N 62° 46' 39" E
C 3	15° 04' 38"	164.02	43.16	21.71	43.04	N 03° 39' 01" E

HAVEN HOMES LLC.

Buyer Int:

Address: 3405 PEBBLE HILLS DR,
 FERGUS FALLS MN 56537
 Plan: REIN

SITE PLAN

SCALE @ 24" X 36"
 DATE: 2/23/2023
 DRAWN BY: TRG

SHEET NUMBER
2



Council Action Recommendation

Page 1 of 1

Meeting Date:

May 15, 2023 – City Council

Subject: Tax Abatement Agreement- Housing Rebate Program

Recommendation: Following a public hearing, approve a tax rebate of up to \$5,000 for 3620 Pebble Hills Dr and allow City officials to sign a tax abatement agreement with Logan Sonmor.

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. The home at 3620 Pebble Hills Dr will be a single-family home with an estimated project valuation of \$900,000.

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 12/31/2024)

Property Owner / Applicant: Logan Sonmor
Current Address: 23370 Oakview heights drive, Fergus Falls MN 56537
Telephone: 218-205-0436 E-Mail: Lsonmor@aurafabricators.com
Are property taxes current? Yes No Anticipated Construction Start Date (as defined below): 6-1-23
Proposed Project: New Construction Replacement of housing unit
Project Type: Single Family Two Family
Project Address (if available): 3620 Pebble Hills Dr. Fergus
Parcel Number: 71001990981000 Estimated Project Valuation: \$ 900,000

Applicant Statement:

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

to help cover some cost on build to be a resident of Fergus

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

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Logan Sonmor

Construction & Provisions Certification Signature

4/18/23

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 _____

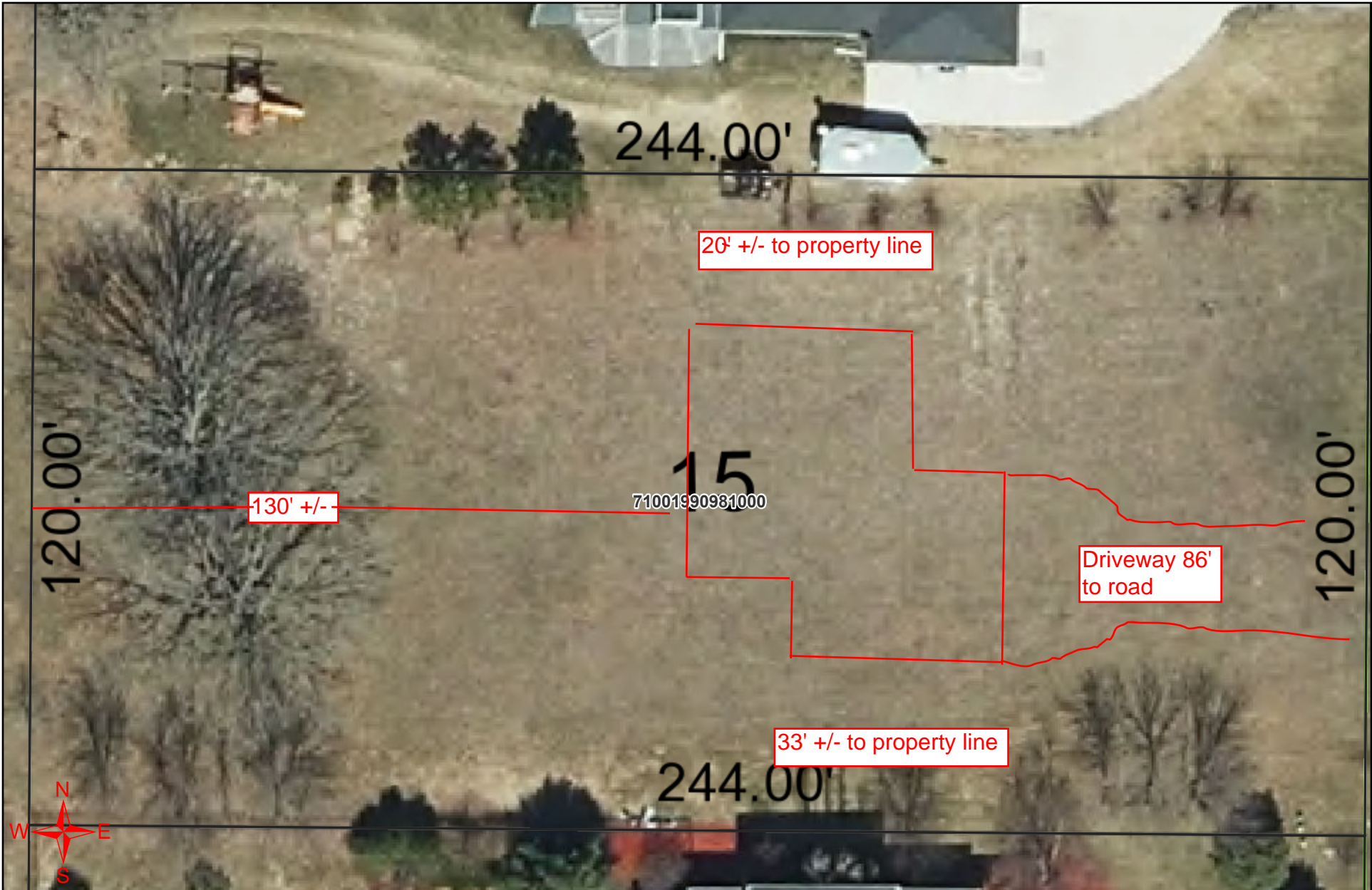
_____ Date: _____

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





City Council Meeting
May 1, 2023

The Fergus Falls City Council held a regular meeting on Monday May 1, 2023, in the City Council Chambers at 5:30 pm. Pastor Duane Smith of Abundant Life Church gave the invocation, and the Pledge of Allegiance was recited. Council members in attendance were Kremeier, Thompson, Rachels, Hicks, Fish, Job, Kvamme and Rufer.

Approval of Agenda

A motion and second were made by Thompson and Rachels to approve tonight's agenda with the removal of item #3 from the consent agenda and the motion carried.

Consent Agenda

The following items were approved under **Resolution #84-2023** by Rufer: Motion approving the minutes from the April 17, 2023, open and closed City Council meetings and the April 26, 2023, Committee of the Whole meeting; Motion approving the following licenses: Food Truck Permit Lone Pine Soup Co. LLC, Ruby's Pinoy Foods; Paving/Sidewalk Barry Brothers Masonry Inc.; motion directing staff to review the city's open forum policy. The resolution was seconded by Fish and was adopted.

Donation to Fire Department

Fish offered **Resolution #85-2023** accepting donations to the Fergus Falls Fire Department for two air monitors and authorizing any necessary budget adjustments, which was seconded by Job and was adopted.

Ordinance 37, Eighth Series

Rufer introduced Ordinance 37, Eighth Series, Amending City Code Chapter 90.24 Noise Violations and it was declared to have its first reading.

Mediation Services

Rachels offered **Resolution #86-2023** directing council members Kremeier and Thompson to participate in mediation, which was seconded by Rufer. Kremeier explained his reasons for not feeling this was necessary and declined to participate. Rachels asked him to reconsider, and Mayor Schierer said this was the unanimous decision made by the council members attending the council/staff retreat to request mediation so the city can move forward. Job asked how this would be possible if one declined participation. The resolution was called to a vote and was adopted 7-1. Voting in favor were Thompson, Rachels, Hicks, Fish, Job, Kvamme, Rufer. Kremeier voted in opposition.

Resolution of Accounts

Fish offered a resolution authorizing the payments and claims in the amount of \$727,647.92, which was seconded by Rufer and was adopted.

Housing Tax Rebate Program

In January staff provided an overview of the housing tax rebate program and council directed staff to modify the program and provide more definitions so the program aligns with city goals. The program is currently a mirror of Otter Tail County's program and is scheduled to run through the end of 2024. Qualified participants can receive a rebate of \$5,000 or 5 years, whichever is met first of the city's

portion of property tax based on the increase in real estate taxes due to the building of a new home. The program is limited to single- and two-family homes, no limit on the value of the home and rentals are excluded. Staff recommended continuing the program through December 2024 with the following changes:

- Define “significant rehabilitation” as any permanent structural alteration or repair to a property’s square footage or livable space that improves it substantially, thereby increasing its overall value. Examples include, but are not limited to home additions, converting a garage into living space. New roofing, siding, windows, painting, or landscaping does not qualify as a rehab project.
- Open the program to include significant rehabilitation to rental properties.
- Place a cap on the value of eligible new builds.
- Open the program to offer the rebate to first time homebuyers.

Thompson asked about homes that keep the same square footage but are gutted and rebuilt. Permanent structural alterations should be discussed with the county assessor’s office to ensure the project will qualify. Rufer suggested a metric be provided so potential users will be able to determine if they are qualified. Kvamme felt the city should commit to the program through 2024 and was supportive of expanding the program to rental properties. Hicks suggested the more options be available for new homeowners and placing a cap limit to the value of a new home build. *A motion and second were made by Hicks and Fish directing staff to explore a program to provide financial assistance to first time home buyers and the motion carried.* Fish offered **Resolution #87-2023** setting a hearing for housing tax rebates for May 15, 2023, and amending the city’s criteria for the single- and two-family property tax rebate program, which was seconded by Rachels and was adopted.

Townhall Meeting Discussion

Council members present at the April 13 council/staff retreat expressed their concerns about townhall meetings being held in their current manner. Mayor Schierer said the discussion of the council at the retreat was open to the public and it was their unanimous consensus they support free speech and holding public meetings, but not in the Council Chambers as this is too small of a venue. They were also concerned the public may misinterpret the messages about the city given from the podium in a public building by someone other than staff or an elected official. Information was shared at the last town hall meeting by members of the public that is inaccurate and untruthful. *A motion and second were made by Rufer and Fish to not hold town hall meetings in the City Council Chambers unless a quorum of the council makes an exception.*

Kremeier said holding these meetings was a campaign promise he made to hear all voices in the community, and he was offered the council chambers as a location by staff. He said the flyers clearly state all are welcome to attend, including other council members. He said at last week’s Committee of the Whole meeting, was told facts and figures about the timeframe to pay for the aquatics center were wrong and asked for clarification, which the Finance Director provided. Rufer took offense to comments insinuating he was trying to squash free speech and that was not the intent of his motion. He stated his support of groups assembling to discuss city matters but said the Council Chambers space offers an air of legitimacy to the facts being presented and when the information is purposely misleading, it is harmful to the city. He encouraged the town hall meetings to continue, but in a different venue. Schierer agreed there are other venues to hold town hall meetings and reiterated the council as a group made this decision. Kvamme pointed out the open meeting law rules apply to a quorum of elected officials gathering and the city’s need to comply with these laws. Bremseth said

the city has posted both town hall meetings this year to comply with the open meeting law and said these events are not official city events and did not feel they should be publicized as such. Hicks suggested a compromise of holding the meetings quarterly at City Hall and posting them as official meetings so any council members wishing to attend are able without violating the open meeting law. Job felt this was the best location for the town hall events, but there needs to be a way to find common ground and ensure the public can talk to their elected officials. Rachels agreed public interaction is vital but felt the Council Chambers is too small to accommodate these meetings. Bremseth said the council's discussion at the retreat was their desire to hold a meeting in a format that will educate the population. The information needs to come from staff or the elected officials, not by private residents deciphering city documents on their own. He suggested if the council is willing to collaborate and work together to hold these meetings, they would be more productive. The meeting was open to the public wishing to speak.

- Cathy Colling, 509 E Channing felt it was insulting staff feels they must be the ones sharing information and said residents should be able to interpret the information themselves.
- Bob Noah, no address provided, said the town hall meetings were his idea and he approached the Mayor to hold public meetings during the pandemic, which never happened. When Kremeier was elected, he brought the idea to him, and the town hall meetings began happening. He felt the format of the town hall meetings is working and he encouraged the council to have more dialogue with residents.
- Mark Leighton, 1802 Minnehuta Drive asked for examples of information he provided that were called misinformed as he got his information from the city's budget documents. He said it is unfair to say the council was unanimous in their decision to not hold the town hall meetings if two of the council members were not in attendance and they will continue their town hall meetings.

The motion was called to a vote and carried with a 6-2 vote. Thompson, Rachels, Hicks, Fish, Kvamme and Rufer voted in favor. Kremeier and Job voted in opposition.

The meeting adjourned at 6:33 pm

Lynne Olson

Open Forum

Cecilie Cookman, 543 W Stanton Avenue asked the city to reconsider the 10' Glacial Edge Trail segment that will wrap around two sides of her property in conjunction with City Project 5959. She said the trail would be within feet of their front door and she asked her trees and privacy be spared. She was in favor of the street improvements but felt there are enough trails within the community already or people could use the sidewalks on Lincoln Avenue.

Committee of the Whole Meeting
May 10, 2023

The Fergus Falls City Council met as a Committee of the Whole on Wednesday May 10, 2023 at 7:00 am in the City Council Chambers. Mayor Schierer called the meeting to order, and the following council members were in attendance: Kremeier, Thompson, Rachels, Hicks, Fish, Job, Kvamme and Rufer.

A Center for the Arts Update

Michael Burgraff from A Center for the Arts thanked the council for their partnership, support of the arts, and allowing them to use the perfect amphitheater the former RTC building creates for their summer outdoor concert series.

Code of Conduct Policy

City Attorney Rolf Nycklemoe reviewed the city's proposed Code of Conduct Policy for Elected Officials. The document regulates the conduct expected of the city's elected officials amongst themselves, with staff, the public, conflicts of interest and asks the council to enforce the rules upon each other. Council member Job's written comments were reviewed. The council needs to communicate to make decisions, but these conversations must not break the open meeting law. City Administrator Andrew Bremseth addressed the section limiting council members from directing individual staff members in their work and the need to communicate employee issues through himself or the appropriate department head. Nycklemoe stated the suggestion that it is inappropriate to express personal comments should read it is appropriate to do so. Hicks said it is a sad day the council needs to implement this policy and felt council members should be morally capable of acting respectfully and suggested the document be simplified. Kremeier asked if the Charter Commission could be included in evaluating the document and suggested a line-by-line review that includes definition of the terms used in the document. Nycklemoe said if the council wants to pare down the document, a sub-committee of no more than 4 council members and a few members of the Charter Commission could be tasked with reviewing the document and bringing amendments to the full council for consideration. Mayor Schierer said it would be appropriate to ask the Charter Commission if they would like to be involved in this document's review but felt the addition of definitions of words like respect or honesty should not have to be spelled out individually as people should know what these words and actions should look like. Rufer agreed it was troubling this policy needs to be adopted and reported he is getting numerous calls requesting the council stop their bickering and get back to work. He did not feel the document needs to be reviewed line-by-line and the council should spend less time playing with the words in this document and more time dedicated to the needs of the city residents. Kvamme agreed a line-by-line review would be time consuming and not practical and a small sub-committee would be the best way to review the proposed document. Rachels asked to be included in this sub-committee. A motion and second were made by Kvamme and Rachels to recommend the council request the Mayor designate a sub-committee of no more than four City Council members and a few Charter Commission members to revise and review the proposed conduct policy and the motion carried. Al Frank, 1209 S Concord Street said the written comments submitted were his. He agreed the document should be condensed and that definitions should be common sense but that has not proven to be the case. He cited the word respect and said if he doesn't agree with someone and calls "bull****", that is not necessarily disrespectful. Mayor Schierer disagreed and said that would be offensive and asked Mr. Frank to be mindful of the language he is using during a public meeting.

Lodging Tax Request

The city has the statutory authority to collect a lodging tax and 95% of the proceeds must be used to fund local convention or tourism bureaus. Visit Fergus Falls is requesting an expansion of the lodging tax collected as allowed to include short-term rentals (VRBO's and Airbnb's) and municipal campgrounds. A motion and second were made by Fish and Hicks to recommend the council direct the City Attorney to modify the municipal tax (or lodging tax) ordinance to include short-term rentals and municipal campgrounds.

Utility Easement for 1007 N Tower Road

The owner of SCR Solutions is planning a building addition to double their manufacturing space at 1007 N Tower Road. The addition would encroach onto a publicly owned permanent utility easement and requires an easement release. The city has reviewed the request and has no objection. A motion and second were made by Hicks and Kvamme to recommend the council direct the City Engineer and City Attorney execute the partial release of a permanent utility easement and the motion carried.

Fergus Falls Airport Master Plan

The Fergus Falls Municipal Airport has three active improvement projects which will be substantially completed this year. PI 9349 is the pavement maintenance, apron repair and reseal project. PI 9348 is the airport fuel system replacement project and PI 9350 is the automated weather observation system relocation and replacement project. PI 9351, the instrument landing system replacement is on hold until the airport master plan and airport layout plan have been approved by the FAA. Tim Wentworth and Melissa Underwood from SEH shared the work scope requirements for the airport master plan which is required to receive federal funds. The last master plan was approved in 2011 most of the previous plan projects will soon be complete. The city can receive \$150,000 in entitlement funding each year and they can bank the funds for up to 4 years. 90% of the funding is federal, 5% from the state and the local share is 5%. The Bipartisan Infrastructure Law bill would provide \$159,000 in Fiscal Year 2022 and \$145,000 in Fiscal Years 2023-2026 (90% is federal funding and 10% local funds). There is state legislative pending to determine the match for these funds. The airport is eligible for state grants for projects not eligible for FAA funding (70% state funding and 30% local funds). The process to develop the master plan, its focus areas, influences on the master plan and stakeholder committee member responsibilities were reviewed. The total estimated cost for the master plan is \$369,200. 90% of the cost can be covered by federal funding and the city would need to provide the remaining 10% (Airport 456 fund). The FAA also requires an Independent Fee Evaluation which HDR will provide. A motion and second were made by Fish and Rachels to recommend the council initiate Public Improvement 9353, the Fergus Falls Municipal Airport Master Plan and Airport Layout Plan; to accept HDR's independent fee evaluation professional services proposal in the amount of \$4,000 and to accept SEH's Airport Master Plan and ALP update professional services proposal in the amount of \$364,200 and the motion carried.

PI 6080, Sidewalk/Driveway Rates

A motion and second were made by Hicks and Thompson to recommend the council initiate Public Improvement 6080, the 2023 sidewalk program and approve the 2023 sidewalk assessment rates and the motion carried.

PI 9502, Old Wastewater Treatment Plant Demolition Project

Last year the city accepted a Letter of Intent from Otter Tail Power (OTP) to acquire city owned property within the abandoned Wastewater Treatment Plant along the Pisgah Dam to construct a new

electrical substation. A condition of the letter of intent was that the city must prepare an Environmental Site Assessment Phase I, which is complete. OTP is not requesting a Phase II assessment and is willing to move forward with a purchase agreement so they can plan to start the new substation construction in the spring of 2024. The council was asked to determine the work scope. Option 1 is demolishing only what is needed to facilitate Otter Tail Power's space needs or Option 2 is demolishing all of the facility once the pending purchase agreement is executed. The project costs are proposed to be funded through the Sanitary Sewer Enterprise Fund and this project has been on the city's Capital Improvement Plan. A motion and second were made by Fish and Rachels to recommend the council accept Interstate Engineering's professional services supplemental proposal for design in the amount of \$25,000; to order the project plans and specifications and to authorize staff to prepare the Purchase Agreement between Otter Tail Power and the City of Fergus Falls. Both stated their preference for demolishing the entire facility and the motion carried. Once the final project costs have been determined, the council will take formal action on which option to proceed with.

YMCA Lifeguard Agreement

A motion and second were made by Thompson and Rufer to recommend the council approve a contract with the Fergus Falls YMCA to provide lifeguard services at Pebble Beach for the 2023 season and the motion carried.

Salt/Sand Storage Building

The City of Fergus Falls, Otter Tail County and State of Minnesota were involved in a three-way sharing of salt/sand storage structure where each paid 1/3 of the costs. Otter Tail County built their own structure and no longer participates in the agreement. The state has decided to construct a new facility which would dramatically increase the city's share of the cost. The city can build their own new structure at the city shop for less than the cost of the share of the new state building. The structure would be pre-engineered, placed at the city shop property and obtained through the Sourcewell purchasing group for \$240,405. A motion and second were made by Thompson and Rachels to recommend the council approve a contract with Greystone Construction to provide and install a 65' x 84' Atlas L 10 Series building, and the motion carried.

The meeting adjourned to a special meeting of the City Council at 8:06 am

Lynne Olson

Special Meeting of the City Council
May 10, 2023

The Fergus Falls City Council met for a special council meeting at 8:06 am on May 10, 2023, at 7:00 am in the City Council Chambers to consider an appeal to the city's decision to deny a THC license to Lincoln Vapors. Mayor Schierer called the meeting to order and council members in attendance were Kremeier, Thompson, Rachels, Hicks, Fish, Job, Kvamme and Rufer.

Chief of Public Safety Kile Bergren said applicants for a THC Product Sales license must undergo a background check of the store manager and any owners of 10% or more of the business. Lincoln Vapors submitted a THC license application, which the Police Department recommended denying based on their findings of the report. Especially concerning were violations with controlled substance convictions and this business has already failed a compliance check. City Code 110.03 E (2) outlines the appeals process that is available to those who have been denied a license. The owners of Lincoln Vapors and their store manager have chosen to appeal to the council.

Owner Justin Danbury agreed if the city is strictly looking at their backgrounds, they would likely be denied such a license. He spoke about the mistakes of his past and how he is doing his best to separate himself from who he was and who he is today. He described himself as a family man, businessman and law-abiding citizen and although he has dealt with substance abuse issues, and he is no longer the person his background suggests. He felt their experience of turning their lives around could be beneficial and they would be a responsible place to sell these products. Their tobacco compliance failure last year was due to an error by the store manager, and they have made changes to run the business responsibly. Todd Fiechtner echoed Danbury's comments and said his controlled substance issues are a part of his past and he has been in recovery for the last 12 years. He is using his experiences to educate the public and help others. Dustin Severson said it was his mistake that caused the compliance check failure. He admitted his rocky past and said since being indicted in 2012, he went to prison, completed his treatment and is trying to lead a better life. He is actively continuing his treatment and believes he has personally grown from his experiences.

Fish congratulated all three on their sobriety and understands it is hard to move past your mistakes. He commented on his 53 years of sobriety and felt their situation warranted giving the business and their owners a second chance. He offered Resolution #88-2023 to grant a THC Edible Sales Product license to Lincoln Vapors, which was seconded by Rufer. Rufer said it takes courage to explain your past errors in a public setting and agreed being involved and helping others during recovery is important. He encouraged them to dissuade young people from the dangers of substances and he applauded their sobriety. Kremeier said it was good they have turned their lives around but questioned why they would stay in a business that may tempt them personally. Danbury explained his addiction was alcohol and THC products are not a temptation for him. He is running this business to make a living and provide income for his family. Rachels spoke about his family's background and said he would be voting in opposition to granting the license. Kvamme asked if Lincoln Vapors could reapply for a license and asked about the state legislature's likelihood of legalizing marijuana. Thompson stated his concerns were the repeated violations of laws and could the owners be trusted to comply with the rules and regulations.

Chief Bergren said the pending legislative action is likely to pass and he has informed the owners can apply to the state if they choose. He again said he is asked to make a recommendation based on facts,

but if the council wants to go another way, it was fine with him. He suggested if the license is approved, it would be on a probationary basis and if the business runs with the state and local laws, it can apply for a license without a probationary status in 2024. Fish and Rufer agreed to an amended **Resolution #88-2023** grant a THC Edible Sales Product license to Lincoln Vapors on a probationary basis and if there are no violations through the end of 2023, they can apply for a regular 2024 license. The resolution which was called to a vote and failed 3-5. Voting in favor were Hicks, Fish and Rufer. Voting in opposition were Kremer, Thompson, Rachel, Job and Kvanne.

The special meeting adjourned at 8:27 am

Lynne Olson

FOR COUNCIL MEETING — MAY 15, 2023

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

Food Truck Permit

Spanky's Stone Hearth

On the Hook Fish and Chips

Minnesota Lawful Gambling Permit

Fergus Falls Youth Baseball Inc. for raffle at DeLagoon Park on June 29, 2023

Sidewalk/Paving

Robert Nordick Construction

Chicken Permit

Cindy Jensen/544 W. Summit/Renewal

Callie Shea/615 S. Woodland Dr/Renewal



Council Action Recommendation

Page 1 of 1

Meeting Date:

May 10, 2023 – Committee of the Whole

May 15, 2023 – City Council

Subject:

CP No. 5960 – 2023 Street and Utility Improvement Project No. 1

Recommendation:

- 1) Resolution setting the CP No. 5960 Final Cost Hearing Date for **June 5, 2023**

Background/Key Points:

The bid opening for the above referenced project is scheduled for Tuesday, May 16, 2023 at 2:00 PM in these chambers. The overall project delivery schedule accounts for holding the Final Assessment Hearing prior to awarding the construction services contract. If favorable bids are received, the lowest responsible bidder's itemized costs will be utilized to prepare the final assessment roles for each individual property. Final assessment notices along with a publication will be issued prior to the **June 5, 2023** final cost hearing. A recommendation to award the construction contract will be contingent on potential objections at the final hearing.

Budgetary Impact:

No budgetary impacts associated with this request.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. - City Engineer

Attachments:



Council Action Recommendation

Page 1 of 1

Meeting Date: May 15, 2023

Subject: Fergus Falls Library Use Conduct Policy.

Recommendation:

The recommendation is that the City of Fergus Falls would approve the updated “Library Use Conduct Policy.”

Background/Key Points:

The Fergus Falls Public Library Advisory Board routinely reviews library policies to ensure they are accurate, up to date, and relevant. The recent modifications to this policy include: Adding Cannabis products and Illegal weapons to the list of items not allowed in the library. Previously, the sections on Unattended Children and Vulnerable Adults were separate policies, they are now included in the “Use Conduct Policy.”

The Library’s Advisory Board has had two readings of the modified policy.

Budgetary Impact:

There is no budgetary impact.

Originating Department:

Fergus Falls Public Library

Respectfully Submitted:

Gail Hedstrom / Library Director

Attachments: Copy of the Fergus Falls Public Library Use Guidelines.



Fergus Falls Public Library
Library Use Guidelines

The Fergus Falls Public Library (FFPL) strives to serve our patrons effectively through its collections, resources, programs, and facilities. Maintaining an inviting and safe environment for all people is essential. FFPL desires to protect the rights and safety of library users and staff. We ask all library visitors to help us maintain an atmosphere that is welcoming and conducive to learning. Therefore, the Fergus Falls Public Library has adopted the Code of Conduct Policies and Procedures.

Causing a nuisance as defined in Minnesota Statute § 561.01 is prohibited. A nuisance is anything that is:

- Harmful to the health of a person.
- Offensive to the senses of a person.
- An obstruction to the unrestricted use and enjoyment of the library property by other persons. This includes loud talking and/or disruptive noise.

Conduct not permitted in the library or on the library grounds includes, but is not limited to:

- Possession, use, or consumption of:
 - Alcoholic beverages
 - Illegal drugs
 - Tobacco products
 - Cannabis products
 - E-cigarettes
 - Unlawful Weapons
- Abusive, discriminating, or harassing language or behavior.
- Solicitation or the distribution, or posting of information.
- Running, roller skating, skateboarding, rollerblading, or similar inappropriate activities.
- The public is not permitted behind the public service desks, in staff work areas, or other non-public areas.
- Infringement of copyright laws including illegal downloads of copyrighted material.

- Shirt, shoes, and appropriate clothing are required for all patrons, including children, while in the library building.

Food and Beverage

- Eating is allowed in designated areas of the library only.
- Beverages with lids are allowed inside the library.

Animals

- Trained service dogs are the only animals allowed within the library building in accordance with the American Disability Act (<https://beta.ada.gov/topics/service-animals>).
- Animals tethered outside the building must not interfere with people entering and leaving the library.
- Animals tethered outside of the building must not bark or cause undue noise.

Children

Responsibility for the behavior and well-being of children using the library rests with parent, guardian, or caregiver and not with the library's staff. Parents, guardians, and caregivers must be aware that libraries are public buildings, as such children should not be unattended.

- FFPL staff are not responsible for the care, safety, or supervision of children.
- The library staff cannot assume parental, guardian, or caregiver responsibilities or oversight of children while in the library.
- A parent, guardian, or caregiver is responsible for monitoring the activities and managing the behavior of children during their library visits.
- Young children must, at all times, be accompanied and supervised by an adult.

Unattended Children

- If an unattended child comes to the attention of library staff during open hours:
 - Staff will try to locate the parent, guardian, or caregiver within the library and staff will caution them about leaving children alone without supervision.
 - If a parent, guardian, or caregiver cannot be located in the library, staff will try to contract them via telephone.
 - If the parent, guardian, or caregiver cannot be reached, the child will be referred to the Fergus Falls Police Department.
- Children must be picked up before the library closes.

- When visiting the library without an adult, any child needing transportation must have made arrangements to be picked up prior to closing time. If children are left unattended at closing, and parent/guardian, or caregiver cannot be reached, the police will be called. Staff members will wait until police arrive. An incident report will be filed on the situation. Library staff cannot be expected to monitor or prevent the unattended children from leaving the building.

* An unattended child is any young person using the library facility unaccompanied by a responsible person or left alone in one part of the library while responsible party is in another.

Vulnerable Adults

The library staff is not trained to provide care for vulnerable adults. A responsible adult or caretaker should accompany vulnerable adults while they are using the library. Vulnerable adults are held to the same Code of Conduct as all library customers and will be subject to the same rules.

- A parent, legal guardian, or caregiver is responsible for monitoring the activities and managing the behavior of vulnerable adults during their library visits.

If an unattended vulnerable adult comes to the attention of library staff:

- Staff will try to locate a responsible adult or caretaker within the library and staff will caution the parent or caregiver about leaving vulnerable adults unattended while using the library.
- If a responsible adult or caretaker cannot be located in the library, staff will try to contact a responsible adult or caretaker. If a responsible adult or caretaker cannot be reached, the unattended vulnerable adult will be referred to the Fergus Falls Police Department.
- Library staff cannot be expected to monitor or prevent an unattended vulnerable adult from leaving the building or grounds.

*A vulnerable adult is any person over the age of 18 who has a physical, mental, or emotional condition that significantly impairs the individual's ability to care for themselves or manage their own behavior without assistance.

Library Materials

- Careful use of library materials is required.
- Library furniture and other equipment must be used in the designated places.

- Damage to library property is prohibited under Minnesota Statute § 609.541.

Photography, Audio, and Video Recording

- The public, for personal use only, may photograph, record, and videotape in the library.
- Public photography, audio recording, or video recording that infringes on the privacy of patrons is not allowed.
- Recording library patrons is not allowed.
- Public photography, audio recording, or video recording in staff-only areas is not allowed.
- Requests to use the library facility as a setting for photography, videotaping, or audio recording are to be referred to the library director.
- Requests to use the library facility for commercial purposes are to be referred to the library director.
 - The Photo/Recording permission policy form must be accepted and signed (see attached).
 - The library director may consult the library board and/or city administrator before approving.

Failure to follow the library use guidelines may result in eviction from the library and may include a trespass order or arrest. Inappropriate conduct will be referred to the proper authorities for legal action in accordance with Minnesota Statutes.

August 23, 2022
May 8, 2023



Council Action Recommendation

Page 1 of 1

Meeting Date: May 10, 2023

Subject: Expand Lodging Tax Collection to Include Short-term Rentals and Municipal Campgrounds

Recommendation: Direct City Attorney to modify the municipal tax (or lodging tax) ordinance to include short-term rentals and municipal campgrounds

Background/Key Points:

Minnesota State Statute allows for the establishment of a lodging tax of up to 3% of gross receipts for lodging of less than 30 days at a hotel, motel, rooming house, tourist court or municipal campground. Per statute, 95% of the proceeds from the tax must be used to fund a local convention or tourism bureau.

The City of Fergus Falls currently collects a 3% lodging tax on hotels and motels but has not extended its collection to include short-term rentals (such as VRBO's and Airbnb's) or its municipal campground. Visit Fergus Falls (the City's convention and tourism bureau) is recommending that the city expand its lodging tax to include short-term rentals and the campground.

This extension would be consistent with other Minnesota cities. In addition, the increased collections would help Visit Fergus Falls to carry out its purpose of advancing the economic impact in Fergus Falls by engaging in the promotion and attraction of the convention and tourism business.

Budgetary Impact: There will be no impact to the city other than a slight increase in the management fee the city retains to collect and remit lodging tax to Visit Fergus Falls.

Originating Department: Finance

Respectfully Submitted: Bill Sonmor, Finance Director on behalf of Rolando Felizola, Visit Fergus Falls Executive Director

Attachments: City Code Section 36



Council Action Recommendation

Page 1 of 1

Meeting Date:

May 10, 2023 – Committee of the Whole

May 15, 2023 – City Council

Subject:

1007 N. Tower Road - Partial Release of Permanent Utility Easement

Recommendation:

- Direct the City Engineer and City Attorney to execute the Partial Release of Permanent Utility Easement

Background/Key Points:

The owner of SCR Solutions located at 1007 N. Tower Road is planning a building addition onto the existing facility due to business growth. The new 80-foot by 125-foot building addition would more than double existing manufacturing space and be attached to the north side of the existing building. If constructed this new building addition would encroach onto a publicly owned permanent utility easement.

Because of this encroachment, the owner of SCR Solutions is requesting a 10-foot easement release. Staff has reviewed the existing permanent utility easement and the adjacent sanitary sewer main. Due to constructed sewer main depths and pipe material type, I have no objection to the width reduction and recommend approving an approximate 10-foot by 185-foot easement release. I mention “approximate” at this time because subsequent legal description has not been completed yet however, the description and the partial release document will ensue if the requested action is acceptable. Please refer to the attached exhibit for further detail.

Previous requests similar in nature, has been executed by resolution.

Budgetary Impact:

The owner of SCR Solutions will be responsible for all costs associated with preparing the necessary documents and recording fees.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. - City Engineer

Attachments:

Exhibit - 1007 N. Tower Road

EXHIBIT:
SCR Solutions
1007 N. Tower Road

ASPHALT
SQ. FT. 35,500

Proposed utility
easement release
approx. 10' x 185'

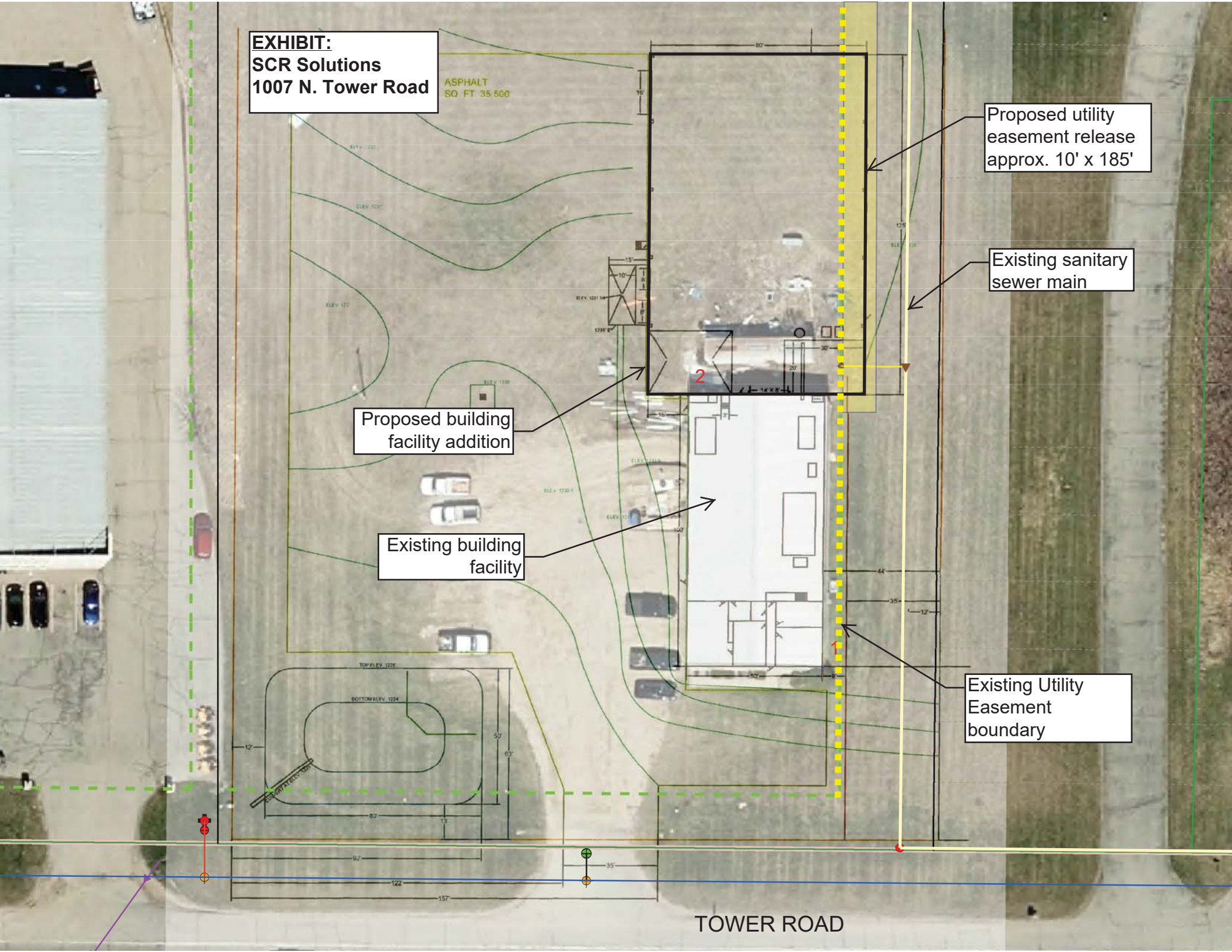
Existing sanitary
sewer main

Proposed building
facility addition

Existing building
facility

Existing Utility
Easement
boundary

TOWER ROAD





Council Action Recommendation

Page 1 of 2

Meeting Date:

May 10, 2023 – Committee of the Whole

May 15, 2023 – City Council

Subject:

FFM Airport Masterplan and ALP (Airport Layout Plan) Update

Recommendation:

- 1) Initiate Public Improvement No. 9353 FFM - Airport Masterplan and ALP Update
- 2) Accept HDR's Independent Fee Evaluation (IFE) professional services proposal in the amount of \$4,000.00
- 3) Accept SEH's FFM Airport Masterplan and ALP Update professional services proposal in the amount of \$364,200.00

Background/Key Points:

The FFM Airport currently has three of four total active improvement projects. The three projects underway are:

PI No. 9349 – 2022 Pavement Maintenance, Apron Repair & Reseal project currently planned for construction to start this summer and completed this fall.

PI No. 9348 – Airport Fuel System Replacement (100 LL) project currently planned for construction to start this summer and completed this fall.

PI No. 9350 - 2022 Airport Automated Weather Observation System (AWOS) Relocation & Replacement Improvement project currently planned for construction to start this summer and completed this fall.

The fourth project, **PI No. 9351** ILS (Instrument Landing System) Replacement, was being actively pursued until the FAA began to question/evaluate the ILS system location and current runway configuration(s) which led to multiple other discussions. Currently, the ILS project is on “hold” until the FFM Airport Masterplan and ALP (Airport Layout Plan) Update is completed and approved by the FAA.

For the past months, SEH has been negotiating the planning work scope requirements with the FAA. SEH has prepared a proposal and fees (attached) to complete this required Airport update. Representatives from SEH (designated Airport consultant) will be in attendance to present and answer questions relating to the recommended Council approvals. The FAA also requires an Independent Fee Evaluation (IFE) be completed as well. I solicited consultants. HDR is willing to complete this analysis for \$4,000.00

This planning update is estimated to take a year to complete.

Budgetary Impact:

The total estimated cost is \$369,200.00. Current funding shares are Federal at 90% (\$332,280.00) and Local at 10% (\$36,920.00). The Bipartisan Infrastructure Law (BIL) Airport Infrastructure Grant (AIG) is the proposed federal funding source. The Airport 456 fund is the local funding source. The originally BIL funds have no state match. Currently, there is not an allocated State funding share however, State Legislation is reviewing this matter however it appears a 5% contribution is a topic the legislature now.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. - City Engineer

Attachments:

Proposal – SEH

ARCHITECT/ENGINEER AGREEMENT
Between

City of Fergus Falls, Minnesota

(OWNER)

and

Short Elliott Hendrickson Inc.

(CONSULTANT)

for

PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between the City of Fergus Falls, Minnesota, hereinafter referred to as the OWNER, and Short Elliott Hendrickson Inc.® (SEH), with a regular place of business at 3535 Vadnais Center Drive, St. Paul, Minnesota 55110, hereinafter referred to as the CONSULTANT.

WITNESSETH:

That the OWNER and CONSULTANT, for the consideration hereinafter named, agree as follows:

ARTICLE 1. GENERAL DESCRIPTION OF WORK TO BE DONE

The OWNER agrees to and hereby does retain and employ CONSULTANT and CONSULTANT agrees to perform Architectural, Engineering and/or other Professional Services for the project at the Fergus Falls Municipal Airport, entitled:

2023 Master Plan with Airport Layout Plan,

hereinafter referred to as the Project.

The Project and those services to be performed hereunder are more particularly described in ATTACHMENT A, a part hereof, and may be financed in part by grant-in-aid programs of the Minnesota Department of Transportation (Mn/DOT), Office of Aeronautics, and/or the Federal Aviation Administration (FAA) as described in Article 14.

ARTICLE 2. PERIOD OF SERVICE

Compensation for CONSULTANT'S services as provided elsewhere in this Agreement has been agreed to in anticipation of an orderly and continuous progress of CONSULTANT'S services through completion. In this regard, if the services covered by this Agreement have not been completed within 12 months of the date hereof, through no fault of CONSULTANT, any lump sum or maximum payment amounts shall be equitably adjusted.

ARTICLE 3. COMPENSATION TO CONSULTANT

A. Compensation to CONSULTANT for services described in this Agreement shall be on a Lump Sum basis, Cost Reimbursement Plus Fixed Fee basis and/or an Hourly Rate basis, as designated in the box below, and in ATTACHMENT B and as hereinafter described.

1. A Lump Sum method of payment for CONSULTANT'S services shall typically apply to all or parts of a work scope here CONSULTANT'S tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on an estimated percentage of completion of CONSULTANT'S services.

Reimbursement for Direct Expenses incurred in the performance of the work shall be included in the Lump Sum amount, unless otherwise set forth in ATTACHMENT B.

2. A Cost Reimbursement Plus Fixed Fee method of payment for CONSULTANT'S services shall typically apply to all or parts of work scope where CONSULTANT'S tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be established with any reasonable degree of accuracy. Under a Cost Reimbursement Plus Fixed Fee method of payment, the CONSULTANT shall be paid for the actual costs of providing required services plus a fixed fee payment as defined in FAA Advisory Circular 150/5100-14E, dated September 30, 2014, and as further defined as follows:

- a. Direct Salary Costs incurred by CONSULTANT for employee's time directly chargeable to the Project, and in accordance with the CONSULTANT'S SALARY SCHEDULE included in ATTACHMENT B. Periodic revisions to the schedule may be made and any such revisions shall be submitted by CONSULTANT to the OWNER for approval.
- b. Overhead Costs including overhead on direct labor including, but not limited to, employment taxes, fringe benefits, holidays, vacation, and sick leave and all allowable general and administrative overhead costs. Overhead Costs shall be calculated as a percentage of Direct Salary Costs, with such percentage based on CONSULTANT'S audited records. The Overhead Rate to be applied to this Agreement and any special provisions relating thereto shall be set forth in ATTACHMENT B.
- c. Direct Non-Salary Expenses incurred by CONSULTANT for costs directly chargeable to the project, including but not limited to:

- 1) Travel and subsistence.

- 2) Computer services.
- 3) Outside professional and technical services.
- 4) Identifiable reproduction and reprographic charges.
- 5) Expendable field supplies and special field equipment rental.
- 6) Other acceptable costs for such additional items and services as may be required by the OWNER to fulfill the terms of this Agreement.

- d. Fixed Fee. In addition to the above reimbursement of costs, CONSULTANT shall be paid a fixed fee in the amount set forth in Attachment B. It is agreed that the fixed fee will be subject to adjustment in case of a work scope change, abandonment of the work prior to completion, or deletion of specific tasks.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, including a proportionate amount of the fixed fee. Invoices shall be accompanied by supporting evidence as required.

3. If no Federal funds are involved in this Agreement, an Hourly Rate method of payment for CONSULTANT'S services may be utilized as an alternative to the Lump Sum or Cost Reimbursement Plus Fixed Fee methods. Under an Hourly Rate method of payment, CONSULTANT shall be paid for the actual hours worked on the Project by CONSULTANT'S technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general and administrative overhead and professional fee. A rate schedule shall be furnished by CONSULTANT to OWNER upon request.

In addition to the foregoing, CONSULTANT shall be reimbursed at cost for the following Direct Expenses when incurred in the performance of the work:

- a. Travel and subsistence.
- b. Computer services.
- c. Owner approved outside professional and technical services.
- d. Identifiable reproduction and reprographic charges.
- e. Expendable field supplies and special field equipment rental.
- f. Other acceptable costs for such additional items and services as may be required by the Owner to fulfill the terms of this Agreement.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by support evidence as required.

- B. The OWNER, The Mn/DOT, Office of Aeronautics, the FAA, or their authorized representatives shall have access to CONSULTANT'S records for the purpose of accounting and audit. The CONSULTANT shall maintain all records relative to this Agreement for a period of not less than three years, subsequent to the OWNER'S final payment to CONSULTANT and until the project is financially closed-out by the FAA.

ARTICLE 4. EXTRA WORK AND SERVICES NOT INCLUDED IN THIS CONTRACT

If CONSULTANT is of the opinion that any services it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, it shall promptly notify the OWNER of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a Supplemental Agreement entered into by both parties and approved by Mn/DOT and FAA, prior to proceeding with any extra work or related expenditures.

ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven calendar days' written notice. In addition, the OWNER may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the OWNER to CONSULTANT. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated, upon seven calendar days' written notice as provided above.

In the event of termination, all documents finished or unfinished, prepared by CONSULTANT under this Agreement shall be made available by CONSULTANT to the OWNER pursuant to Article 7, and there shall be no further obligation of the OWNER to CONSULTANT under this Agreement, except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, computed in accordance with Article 3.

In the event of a reduction in scope of the Project work, CONSULTANT shall be paid for the work performed and expenses incurred on the project work thus reduced and for any completed and abandoned work for which payment has not been made, computed in accordance with Article 3.

ARTICLE 6. DISPUTE RESOLUTION

In the event of an irreconcilable dispute under this Agreement, which is not resolvable through informal means, the parties may, upon written agreement, submit to the resolution process set out in this provision. Once the parties have agreed to the resolution process, each party shall have seven (7) calendar days to designate one representative, who shall have authority to act on this Agreement. If either party fails within that time to inform the other party in writing of its designation, the other party is free to pursue all other legal and equitable remedies. Within ten (10) calendar days of designation of the representative, the representatives shall meet and shall entertain such presentation of testimony and other evidence as the CONSULTANT and the OWNER may wish to present with respect to the dispute. Within seven (7) calendar days after the close of such presentation, the representative shall resolve the dispute or either party is free to pursue all other legal and equitable remedies. When the representatives resolve the dispute, their decision shall be final and conclusive. Should the representatives be unable to agree on a resolution of the dispute, then the parties are free to pursue all other legal and equitable remedies. Each party's costs for the dispute resolution shall be borne by the respective party.

If the parties do not agree in writing to the resolution process set out above, either party is entitled to pursue any other legal or equitable remedies available.

ARTICLE 7. DISPOSITION OF PLANS, REPORTS, AND OTHER DATA

At the time of completion or termination of the work, CONSULTANT shall make available to the OWNER, all maps, tracings, reports, resource materials and other documents pertaining to the work or to the Project. All such documents are not intended or represented to be suitable for reuse by the OWNER or others on extension of the Project or any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. In this regard, the OWNER will indemnify and hold harmless CONSULTANT from any and all suits or claims of third parties arising out of such reuse, which is not specifically verified, adapted or authorized by CONSULTANT.

ARTICLE 8. DOCUMENTS FORMING THE CONTRACT

The contract documents shall be deemed to include this Agreement with all accompanying attachments of part hereof.

ARTICLE 9. OWNER'S RESPONSIBILITY

- A. To permit CONSULTANT to perform the services required hereunder, the OWNER shall supply in proper time and sequence, the following at no expense to CONSULTANT.
1. Provide all necessary information regarding its requirements as necessary for orderly progress of the work.
 2. Designate in writing, a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret, and define OWNER'S policies with respect to CONSULTANT'S services.
 3. Furnish, as required for performance of CONSULTANT'S services (except to the extent provided otherwise in ATTACHMENT A), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in ATTACHMENT A.
 4. Provide access to, and make all provisions for CONSULTANT to enter upon publicly- and privately-owned property as required to perform the work.
 5. Act as liaison with other agencies to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
 6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by CONSULTANT, obtain advice of an attorney, insurance counselor or others as OWNER deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

7. Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services or any defect in the work of Construction Contractor(s), Consultants or CONSULTANT.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollutant in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of these General Provisions, "pollution" shall mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste, pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended.

If CONSULTANT encounters, or reasonably suspects that it has encountered, asbestos, or pollution, including soil contamination in the project area, CONSULTANT shall cease activity in said area and promptly notify the OWNER who shall proceed as set forth above. Unless otherwise specifically provided in ATTACHMENT A, the services to be provided by CONSULTANT do not include identification of asbestos or pollution, including soil contamination and CONSULTANT has no duty to identify or attempt to identify the same in the project area.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the Project and such auditing services as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid under the construction contract.
 10. Provide such inspection services (except to the extent provided otherwise in ATTACHMENT A) as OWNER may require to ascertain that Contractor (s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
 11. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the Project.
 12. Provide written notice to CONSULTANT when the project has been financially closed-out by FAA.
 13. Provide other services, materials, or data as may be set forth in ATTACHMENT A.
- B. CONSULTANT shall be entitled to rely on the accuracy and completeness of information or services furnished by the OWNER. If CONSULTANT finds that any information or services furnished by the OWNER is in error or is inadequate for its purpose, CONSULTANT shall promptly notify the OWNER.

ARTICLE 10. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and

maintenance costs provided for in ATTACHMENT A, a part hereof, are to be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgement as an experienced and qualified design professional. It is recognized, however, that CONSULTANT does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and that any evaluation of any facility to be constructed or reacquired, or work to be performed on the basis of CONSULTANT'S cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, CONSULTANT cannot and does not guarantee that proposals, bids, or actual costs will not substantially vary from opinions, evaluations or studies submitted by CONSULTANT to OWNER hereunder.

ARTICLE 11. CONSTRUCTION PHASE SERVICES

OWNER acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with approval of shop drawings and same submittals, and (4) as a result of and in response to CONSULTANT'S detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. OWNER agrees that if CONSULTANT is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, CONSULTANT will not be responsible for, and OWNER shall indemnify and hold CONSULTANT (and CONSULTANT'S professional associates and consultants) harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by OWNER or others. Nothing contained in this paragraph shall be construed to release CONSULTANT (or CONSULTANT'S professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which CONSULTANT has undertaken or assumed under this Agreement.

ARTICLE 12. INSURANCE

CONSULTANT shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims for damages against it because of injury to or destruction of property including loss of use resulting therefrom.

Also, CONSULTANT shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which CONSULTANT is legally liable. However, CONSULTANT hereby states and the OWNER acknowledges, that CONSULTANT has no professional liability (errors and omissions) or other insurance, and is unable to reasonably obtain such insurance, for claims arising out of the performance or failure to perform professional services, including but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, modification, removal or disposal of (1) pollutants or of (2) products, materials or processes containing asbestos. Pollutants herein under (1) above meaning any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Accordingly, the OWNER hereby agrees to bring no claim for non-negligent services, breach of contract, or other cause of action against CONSULTANT, its

principals, employees, agents and consultants if such claim in any way arises out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants, or the investigation of or remedial work related to such pollutants or asbestos in the project. Certificates of insurance will be provided to the OWNER upon request.

ARTICLE 13. INDEPENDENT CONTRACTOR

The CONSULTANT in performance of work hereunder operates as an independent contractor and covenants and agrees that it will conduct itself consistent with such status, that is will neither hold itself out as nor claim to be an officer or employee of the OWNER by reason hereof, and that it will not by reason hereby, make any claim, demand or shall it apply for any right or privilege applicable to an officer or employee of the OWNER, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

ARTICLE 14. FEDERAL AND STATE PARTICIPATION

Work performed under this Agreement may be financed in part by State and Federal funds. However, payments to CONSULTANT will be made by the OWNER.

The State of Minnesota and the United States are not parties to this Contract and no reference herein to the Mn/DOT, Office of Aeronautics, and to the FAA or any representatives thereof makes the State of Minnesota or the United States a party to the Contract.

ARTICLE 15. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or legal entity has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability or in its discretion to deduct from payment to CONSULTANT the full amount of each commission, percentages, brokerage, or contingent fee.

ARTICLE 16. FEDERAL CONTRACT CLAUSES

If this Agreement is to be financed in part by Federal funds, certain federally-required, contract clauses must be incorporated. These federally-required, contract clauses, included as ATTACHMENT C, are hereby incorporated herein and made a part of this Agreement. The ATTACHMENT C incorporated is for Non-Construction Contract of (check as appropriate):

- \$10,000 or less
- \$10,001 to \$25,000
- \$25,001 to \$100,000 or
- \$100,001 and over

The term "contractor" as used in said ATTACHMENT is understood to mean CONSULTANT.

ARTICLE 17. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom CONSULTANT performs work hereunder, shall not be assigned, sublet or transferred without written consent of the OWNER.

ARTICLE 18. NOTICES

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

Short Elliott Hendrickson Inc.
3535 Vadnais Center Drive
St. Paul, Minnesota 55110

All notices required or permitted to be given to the OWNER hereunder shall be given by United States mail, postage prepaid, and addressed to:

City of Fergus Falls
c/o City Engineer
City Hall
112 West Washington
Fergus Falls, MN 56538-0868

Notice shall be deemed given as of the date said notice is deposited in the mail or personally delivered.

The parties must notify each other promptly in the event of a change in name or address.

ARTICLE 19. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 20. SPECIAL CONDITIONS

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

City of Fergus Falls, MN

OWNER

Short Elliott Hendrickson Inc.

CONSULTANT

By _____

By  _____

Attest _____

Attachments: A, B, C

Attachment A
Fergus Falls Municipal Airport (FFM)
Master Plan with Airport Layout Plan
Scope of Work
April 2023

General – This Master Plan study, Airports GIS survey, and development of the Airport Layout Plan (ALP), will evaluate the condition and adequacy of the existing facilities, produce 20-year activity forecasts, recommend improvements, and prepare an implementation plan for the recommended development at the Fergus Falls Municipal Airport (FFM).

The last Master Plan and ALP for FFM was approved by the Federal Aviation Administration (FAA) in January 2011 and the sheet updates approved August 13, 2019. The City of Fergus Falls has proposed a near-term project to reconstruct Runway 13/31. The runway, as it exists today, was last reconstructed in 2001. The runway is in fair condition with a Pavement Condition Index (PCI) rating of 66.

The upcoming runway reconstruction project triggered the Master Plan and ALP update. There are existing design deficiencies around the airside infrastructure that need to be evaluated and corrected with the upcoming runway reconstruction project including MnDOT's planned replacement of the Runway 31 Instrument Landing System (ILS). A part of this planning study will be to evaluate how to accomplish the necessary modifications. The planning study update will also evaluate the existing conditions at the airport, document the activity forecasts, analyze facility recommendations and alternatives, and prepare a plan to address the needs at the airport over the next 20 years.

Areas of initial interest include:

1. Aviation Forecasts –The airport sponsor wants to develop activity forecasts to better understand the existing and forecasted users of the airport and their needs. This task will also identify the existing and forecasted future critical aircraft for the airport.
2. Runway Length Evaluation – The existing length of Runway 13/31 is 5,639 feet. The existing runway is due for reconstruction in the near-term. This analysis will 1) determine the recommended runway length supported by the existing critical aircraft having regular use, 2) identify the expected runway project including actions to correct any deficiencies to FAA standards, and 3) develop a realistic runway project funding plan. If regular use isn't available to support the current runway dimensions for FAA funding, SEH will work with the airport sponsor to determine the runway dimensions to be reconstructed and how project funding will be secured. The outcome will identify the proposed project and a specific funding plan to accomplish the project.
3. Evaluation of Runway Environment and Design Standards – This planning study will evaluate the various FAA defined safety areas to update any changes to design standards since the previous planning study was completed. This includes evaluation of the runway intersection configuration and the taxiway system geometry. An action plan will be developed that documents the recommendations and evaluation of alternatives to meet these standards.
4. Hangar Development – The airport sponsor would like to evaluate options for additional corporate and general aviation hangar development. There has been interest in developing additional hangars at the airport. Hangar development will be evaluated to meet these demands and develop a plan for both hangar areas to accommodate any projected growth.
5. Apron Layout – The existing tiedowns and taxilane safety areas do not meet current standards. The layout of the apron area will be evaluated to accommodate the existing

and future critical aircraft. In addition, the existing fueling system has been relocated to the edge of the apron. This will be documented in the upcoming planning study and the layout of the apron area will be evaluated.

6. Pavement Management – Runway 13/31 and the associated taxiway system are noted to be in fair condition. The airport sponsor is looking to identify a long-term, proactive approach, of maintaining, reconstructing, or rehabilitating these pavements. The airport sponsor wishes to identify a phased approach to maintenance including planned funding sources and local funding commitments.
7. Obstruction Removal and Approach Protection - An AGIS survey will be completed as part of the project. Based on the findings of the survey, an Obstacle Action Plan (OAP) will be developed. This OAP will also include any recommendations for areas of easement or land acquisition for mitigation or approach protection.
8. Implementation and Funding Plan – A prioritized long-term development plan will be prepared for a strategic approach to accomplishing airport improvements. This objective includes developing a long-term funding plan for airport improvements and a 20-year Capital Improvement Plan (CIP).
9. ALP and Exhibit A Property Map – The ALP and the Exhibit A Property Map will be updated to Standard Operating Procedures and reflect future airport development plans. An approved Exhibit A Property Map is a requirement for FAA funding and will help the airport sponsor document existing conditions and future development of the airport.
10. AGIS –The Airports Surveying Geographic Information System (Airports GIS) helps the Federal Aviation Administration (FAA) collect airport and aeronautical data to meet the demands of the Next Generation National Airspace System. The AGIS survey effort will assist in developing a basemap for the ALP as well as collect accurate obstruction information.

The Master Plan will include an airport inventory, activity forecasts, airside and landside facility needs, alternative analysis, environmental overview, and an implementation plan. The recommendations from the Master Plan process will be depicted on an ALP.

Project Deliverables – The project deliverables of this scope include the following:

1. Airport Master Plan
2. Airport Layout Plan
3. Exhibit A Property Map
4. AGIS Data Submission

This work scope includes:

Study Element 1: Project Initiation, Coordination and Administration

Task 1.1 – Project Scoping and Contract Development - Short Elliott Hendrickson (SEH and/or Consultant) will coordinate with the City of Fergus Falls (Airport Sponsor), MnDOT Aeronautics, and the FAA to develop the appropriate work scope, define tasks, lines of communication and establish project goals and objectives. Project fees will be prepared using the final Scope of Work. An agreement will be developed from the Final Scope of Work and approved fees.

Task 1.2 – Project Coordination - SEH will maintain contact with the City, MnDOT, and the FAA through e-mail, regular mail, phone, and deliverables. The City, MnDOT, and the FAA will have the opportunity to review and comment on the project deliverables. This task includes time to coordinate, meet and build consensus with these groups as needed outside of project meetings.

Task 1.3 – Project Administration – SEH will provide project administration and management services as required to complete the project within the conditions of this agreement. Administration and management duties will include preparation of a budget and schedule, preparation of a Project Management Plan, holding monthly internal project team meetings (2-3 people per meeting) to monitor progress, and preparing monthly invoices.

Task 1.4 – Quality Assurance and Control – SEH will implement and carry-out internal quality control for the project. Independent peer review will be conducted at each phase of the project to check content and product quality. Throughout the project, SEH will be responsible for draft and final proof-reading, final word processing, editing, graphics, reports, and other products included in this Scope of Work.

Deliverables: Project scope, agreement, schedule, budget

Study Element 2: Meetings and Stakeholder Engagement

Task 2.1 – Stakeholder Advisory Committee (SAC) Meetings – SEH will work collaboratively with City staff to develop a diverse stakeholder advisory committee that represents the varied stakeholder groups and types.

For each meeting, SEH will prepare meeting invites and coordinate meeting logistics. This task includes time to prepare meeting content and materials in addition to attending and assisting City staff in leading the meetings. Following each meeting, SEH will prepare meeting minutes. Meeting minutes will include any action items identified during the meeting. The meeting minutes will be distributed to the committee and City staff for comments prior to finalization. It is expected that two (2) SEH staff will attend each meeting.

Five (5) meetings are included as part of this task. Tentative topics for each meeting include:

- Meeting 1 – Inventory and forecast chapters
- Meeting 2 – Facility recommendations and alternatives
- Meeting 3 – Refined alternatives discussion
- Meeting 4 – Preferred alternative and CIP
- Meeting 5 – Draft ALP and final report

Task 2.2 – Client Meetings – Up to six (6) meetings with the City, MnDOT, and the FAA are included. The meetings will take place virtually prior to the SAC meetings. It is expected that three (3) SEH staff will attend each meeting.

As needed, review documents will be provided to the meeting attendees two weeks prior to meetings. Focus areas to be discussed at these meetings may include, but are not limited to:

- Inventory and forecast chapters
- Facility recommendations, preliminary alternatives, and Exhibit 'A' Property Map findings
- Alternatives – Runway alternatives
- Alternatives – Building Area, Apron and Landside Access
- Alternatives – Selection of the preferred alternatives
- 20-Year CIP
- Final report, ALP and Exhibit A

Task 2.3 – City Council Presentation – This task includes a presentation to the City Council at the end of the Master Plan process. This effort includes time to prepare a summary packet that can be included in meeting materials as well as a presentation. One SEH staff member is expected to attend and present at this meeting.

Task 2.4 – Public Open House – One (1) public informational meeting will be held in conjunction with (on the same day as) meetings already being held with the SAC. The Open House will be held during the alternatives review phase prior to the selection of the final alternative to allow comments from attendees. This task includes the work to prepare for the open house and to document the actions and comments received from open house attendees into the Master Plan report. Two (2) SEH staff will attend the Open House.

Deliverables: Project meeting materials

Study Element 3: Master Plan

The Master Plan (MP) will be prepared in accordance with federal and state guidelines. The following Advisory Circulars (AC) will be utilized, but not limited to, when developing the Master Plan: 150/5300-13B, Airport Design; 150/5060-5, Airport Capacity and Delay; 150/5325-4B, Runway Length Requirements for Airport Design; 150/5340-1M, Standards for Airport Markings; 150/5340-18G, Standards for Airport Sign Systems; 150/5430-30J, Design and Installation Details for Airport Visual Aids; 150/5070-6B, Airport Master Plans. Applicable FAA Job Orders (JO) and Federal Regulations will be referenced when appropriate.

The Master Plan document will include the items outlined below. The City, MnDOT, and the FAA will be given an opportunity to provide comments on each chapter of the Master Plan. These tasks include time to address comments and two rounds of revisions. The deliverable for this element is stated at the end of this section:

Task 3.1 – Airport Inventory – A SEH airports staff member will complete a site visit to inventory the existing facilities on the airport including the runways, taxiways, navigational aids, hangars, all buildings, entrance road, fueling facilities, aircraft aprons, automobile parking, airport equipment, etc. This will include collecting the information necessary for the Runway Safety Area (RSA) inventory. Any non-standard conditions will be included in the report narrative including navigational aids, runway and taxiway design standards, perimeter roads, etc. The access roads around the airport will be evaluated including the access road around the Runway 31 Runway Safety Area. The airport inventory will document the use of each access road and any standards to be met. Existing services including pilot services, airport businesses, etc., will be included. In addition, the built and natural environment, community features, community land use and development plans, the economy, and trends will be documented. This task will include identifying solid waste and recycling efforts currently conducted by the City at the airport. This task includes evaluating nearby airports and the impacts they have on FFM and the role FFM plays locally, in the Minnesota State Aviation System Plans and the National Plan of Integrated Airport Systems (NPIAS).

Task 3.1.1 – User Survey – SEH will conduct a phone call survey/interview of up to eight (8) based aircraft owners, up to five (5) corporate aircraft owners who may use FFM, the existing business operators on the airfield, and airport staff. The interviews will seek to estimate annual operations, the existing and future type of aircraft operating at FFM, and the existing and future facility needs of airport users. The results of the interviews will be documented in the inventory chapter of the Master Plan report. The information will be used for forecasting and alternative analysis.

Task 3.1.2 – Runway Safety Area (RSA) Determination – A topographical survey will be completed over the length of Runways 13/31 and 17/35, including the RSA off each

runway end. The survey will cross section the runways at 100-foot intervals and out to the limits of the RSA on each side. This task includes time for a SEH airport staff member to complete a RSA inventory for each runway, documenting objects in the RSA including the frangibility of the objects. The SEH airport staff member will complete the on-site portion of this task as part of the inventory site visit.

The collected data will be used to determine what areas, if any, do not meet RSA standards. The RSA evaluation will identify and document practicable RSA improvement alternatives for the FAA to consider. The RSA determination form will be completed following FAA Order 5200.8 Appendix 1 and FAA Standard Operating Procedure 8.0. The completed form will be sent to the FAA ADO for their records or required action based on the outcome of the survey.

Task 3.1.3 – Airports Geographic Information System (AGIS) Survey – The purpose of this task is to complete an AGIS survey that follows the FAA AGIS program and the current versions of FAA Advisory Circulars 150/5300-16B, 17C, and 18B. Data collection will be accomplished through a combination of field-survey and remote-sensing technologies. The dataset will include both “safety-critical” (airspace, runway & NAVAID data) and “non-safety-critical” (planimetric & topographic mapping) elements as needed to update the existing information.

AC 150/5300-18B, Table 2-1, Column ‘Airport Layout Plan’ will be used as a basis for determining the specific data collection tasks to be accomplished. Considerations for specific included/excluded tasks will be based on relevance to the airport and through the process of defining the final scope of work.

This information will be used in preparation of the Airport Layout Plan.

This task will be completed by the subconsultant as outlined in the attached Scope provided by Martinez Geospatial with the additional services provided by SEH as outlined in the following subtasks:

Task 3.1.3.1 – FAA Airports-GIS (AGIS) Project Initiation – SEH will provide quality control reviews of the AGIS Statement of Work (SOW) and Imagery/Remote Sensing Plan.

Task 3.1.3.2 – Project Geodetic Control – SEH will provide quality control reviews of the Survey & Quality Control Plan.

Task 3.1.3.3 – Planimetric & Topographic Basemaps – SEH will provide quality control reviews of the data.

Task 3.1.3.4 – Runway & Navigational Aid Surveys – SEH will provide quality control reviews of the data.

Task 3.1.3.5 – Airport Airspace Analysis – SEH will provide quality control reviews.

Task 3.1.3.6 – FAR Part 77 Obstruction Analysis – SEH will provide the ultimate Part 77 surfaces as developed in **Task 5.5** and will create and complete the obstruction analysis for existing, future, and ultimate conditions. The obstruction analysis will include the applicable FAA airport design surfaces as listed in **Task 3.8**. Quality control checks will be completed by SEH in preparation for data use in **Tasks 5.6 through 5.9**.

Task 3.1.3.7 – FAA AGIS Data Processing and Submission – SEH will assist Martinez Geospatial by coordinating sponsor-provided airport information and attribute data for inclusion with/completion of AGIS data. SEH will provide quality control reviews of the completed final survey file and final project report prior to AGIS website upload to the Airport Data Information Portal (ADIP).

Task 3.2 –Activity Forecasts – SEH will prepare independent forecasts of based aircraft and operations by reviewing historical data including economic indicators such as

population and per capita income. The City will supply historic based aircraft and hangar demand data (waiting lists) for the previous 10 years, if available, along with any other available activity data or trend documentation (i.e. fuel sales data, etc.). The FAA will provide data from www.basedaircraft.com. SEH will work with the City to update the National Based Aircraft Inventory records for the airport. The last update was completed in 2019.

Fleet mix, seasonal trends, based and transient aircraft operations, and identification of the existing and forecasted critical aircraft for each runway will be included. Table 4-1 from FAA Order 5090.5, *Formulation of the National Plan of Integrated Airport Systems (NPIAS) and the Airports Capital Improvement Plan (ACIP)*, will be reviewed in association with the data gathered to consider the appropriate methods for forecast evaluations. This includes the following information which will be reviewed and analyzed to develop the based aircraft and operations forecasts at the airport:

- Historic activity levels occurring at the airport such as fuel sales and based aircraft records.
- The FAA's Traffic Flow Management System Count (TFMSC) data.
- FAA Automatic Dependent Surveillance-Broadcast (ADS-B) data.
- Socioeconomic trends and projections (e.g., population and employment).
- National and state aviation trends.
- Anecdotal information from the airport users and airport staff.

Task 3.3 - Demand/Capacity Analysis – The demand determined in the forecasts will be compared to the existing capacity of the airfield identified in **Task 3.2**.

Task 3.4 – Runway Facility Recommendations and Alternatives – This task includes the evaluation of Runway 13/31 and Runway 17/35 facilities and evaluating alternatives and recommendations based on the critical aircraft identified in **Task 3.2**. This task will analyze the alternatives needed to document and address existing design deficiencies and meet future runway design standards. This includes verifying the Runway Line of Sight requirements along each runway and through the intersection of the runways using current FAA guidance on overlapping Runway Safety Areas and converging runways. This task will also analyze the runway length supported by the existing and forecasted future critical aircraft in addition to airport sponsor considerations.

This task will evaluate the wind coverage and activity forecast to document the needed runway length, width, Instrument Approach Procedures (IAPs), navigational aids, runway access, access roads, and any declared distances. This task includes the evaluation of the existing safety areas, object free areas and other protected zones and surfaces extending from the ends and sides of the runways. The RSA determination completed in **Task 3.1.2** will be reviewed with the runway information. This task will evaluate both runway environments to meet current FAA design standards. This task will recommend improvements and document an action plan. This task includes no more than three (3) alternatives.

Task 3.5 – Taxiway Network Facility Recommendations and Alternatives – The taxiway network needs of the runways will be documented using current design standards and facility needs/recommendations. Up to three (3) alternatives will be developed identifying improvements to non-standard taxiway network features that are identified in the inventory analysis including direct access taxiways, runway exit locations, aircraft hold line positions, and runway crossing locations.

Task 3.6 – Building Area Alternatives Analysis – Up to three (3) alternatives will be evaluated for the development of general aviation hangars and aprons on the east

end of the airfield. The critical aircraft will be evaluated for each building area to determine design standards and safety areas within each alternative. The analysis will include apron space, tiedown locations, fueling operations, terminal building, and hangar layouts. The alternatives will be developed using recently updated Airport Design AC 150/5300-13B.

Task 3.7 – Airside and Landside Facility Development/Recommendations – Remaining facilities (including, but not limited to, NAVAIDs, weather reporting, instrument approaches, airfield access roads, fencing, security, lighting, etc.) will be compared to forecast demand to evaluate development requirements for the critical aircraft(s). Also, rehabilitation, replacement, and upgrade projects will be recommended for deteriorating facilities.

FAA and State of Minnesota guidance and planning documents including Advisory Circulars and the State Airport System Plan will be utilized in developing the facility recommendations and evaluating alternatives. This task will also evaluate direct access from apron or building areas to runways. This task also includes the development of landside road access alternatives for each building area alternative and vehicle parking. This evaluation will include vehicle access and will identify the location of a future perimeter fence and gate(s) as needed.

Task 3.8 – Approach and Departure Surfaces Obstacle Action Plan (OAP) – To maintain clear existing approach and departures surfaces, an OAP will be developed for all unmitigated obstacles. The OAP will identify obstacles as defined in: Tables 3-2 through 3-5 of AC 150/5300-13B, *Airport Design* (3/31/2022) for the FAA approach and departure surfaces; FAA Order 8260.3E, *United States Standard for Terminal Instrument Procedures (TERPS)* for the TERPS approach and departure surfaces; and 14 CFR Part 77 Imaginary Surfaces including the approach surface and any other three-dimensional airspace surfaces. The OAP will follow the guidelines provided in Policy Guidance dated September 19, 2022, *Approach and Departure Surface Protection*. Additional areas for obstruction evaluation include the Runway Object Free Area, Runway Obstacle Free Zone, and navigational aid critical areas.

The OAP will summarize and detail unmitigated obstacles and will identify how and when the surfaces will be cleared and maintained. The OAP will identify the obstacle reference number, type, latitude, longitude, elevation (AMSL), height, surface penetrated, penetration amount, runway, if the obstacle is on or off airport property, if the obstacle is under sponsor control, proposed maintenance action, and when each of the obstacles will be cleared (i.e. date) and triggering event, if associated with a particular project. Additionally, the OAP will match data that is presented on the ALP Inner Approach Obstruction Tables. Each obstruction or group of obstructions will have an associated aeronautical study completed and documented on the ALP. The OAP will be incorporated into the CIP as necessary to plan for mitigation of the identified obstacles and will identify mitigation that is eligible for federal or state funding and any areas/items that have been previously funded.

Task 3.9 – Pavement Management Plan – This task will develop a pavement management rehabilitation plan. This plan will identify the appropriate time to perform pavement rehabilitation and reconstruction of each airfield pavement section and identify funding sources for each project. Runway 13/31 pavement is nearing the end of its useful life and a runway and taxiway reconstruction project is planned to occur within the next two to three years. A funding and timing strategy to address airfield pavements moving forward from the reconstruction will be developed. This task will utilize data provided in the 2021 (or newer if available) PCI inspection report conducted by MnDOT. This task will include cost estimates for specific projects to accurately plan maintenance timing and funding. This task does not include an additional PCI evaluation or geotechnical borings.

Task 3.10 [OPTIONAL] – Documented FAA RPZ Alternative Analysis – Road(s) or other incompatible land uses in the Runway Protection Zones (RPZ) will require an FAA RPZ Alternative Analysis should a shift, extension or other development causing a change in location, size, or use of the RPZ be included on the ultimate ALP. This task includes a RPZ analysis for up to four runway ends. The task includes preparation of an RPZ analysis memo with up to three (3) alternatives for each runway end included in the analysis. The task includes up to two revisions to the memo based on MnDOT and FAA comments. *This task is optional and will only be performed if identified as a need by MnDOT and the FAA, and authorized by the City.*

Task 3.11 – Environmental Overview (EO) – The EO chapter will identify potential environmental concerns that may need to be taken into consideration with the proposed airport development. These concerns would be addressed in a formal federal environmental document which is not included in this work scope. Environmental concerns may include potential impacts to wetlands, residential, farmland, floodplains, rare species, etc. Not all impact categories identified through the National Environmental Policy Act (NEPA) will be evaluated. However, if development of a facility has the potential to impact one of these categories, then the general potential impacts to that category will be discussed. Noise analysis is not included in this scope of work. Additional field surveys are not anticipated in this scope of work. Any potential environmental impacts will be identified through use of existing mapping, aerial photography, and other readily available Federal, state, regional, and local studies and maps.

Task 3.11.1 – Sustainability Plan – This task includes development of a brief Sustainability Plan addressing solid waste and recycling at the airport.

As part of the Sustainability Plan, a brief waste audit will be conducted that includes an evaluation of the volume of solid waste generated, current recycling practices, and current recycling practices as an estimated percent of the total volume of solid waste generated. This evaluation will be completed through phone interview with City staff to discuss current waste and recycling practices at the airport. This will include evaluation of deplaned waste and waste created at airport owned and operated areas. An on-site waste audit is not included in this scope of work. Current construction and demolition waste practices will also be documented and reviewed.

The Sustainability Plan will identify areas over which the airport has direct control, some level of influence, and areas of little or no influence or control in the collection and disposal of solid waste, yard and food waste (compostables) and construction and demolition (C & D) wastes. The plan will also document sources of waste, type of waste and who "owns" the waste. This information will be documented along with information and evaluation of any existing waste management contracts.

An evaluation will be completed on the feasibility for additional recycling and recommendations and goals to implement the additional recycling and reduce waste generation. These may include recommendations for reducing solid waste generation through logistical changes, lease requirements, purchasing policies, minimum standards, recycling, reuse, etc. These recommendations will also include potential operational and maintenance improvements and/or requirements, including recommended roles and responsibilities.

The plan will evaluate and provide recommendations for cost savings or revenue generation related to waste generation, reuse, recycling, reduction and disposal and will also identify the technical and economic factors affecting the feasibility of recycling at the airport including the local market for recyclable commodities.

A brief written summary of the Sustainability Plan including waste audit (not on-site audit) will be included as a section of the Facility Recommendations chapter.

Task 3.12 – Capital Improvement Plan (CIP)/Implementation Plan – A CIP for the development and maintenance projects will be compiled that includes estimated project costs, a prioritization discussion, year of implementation or planning levels, events that would support project development and funding, and projects that should be linked together. Estimated costs will be expressed in 2023 dollars with no adjustments for inflation. A 20-year funding plan will be developed for the proposed improvements. The results of this analysis will be presented in a CIP format consistent with MnDOT and FAA requirements. This chapter will also identify whether reimbursable agreements may be necessary to implement planned projects.

Task 3.13 – Executive Summary – A brief narrative executive summary of the Master Plan will be developed to summarize the findings and recommendations of the study. The summary will include the items listed in Standard Operating Procedure (SOP) 2.0 Standard Procedures for *FAA Review and Approval of Airport Layout Plans (ALPs)*, effective date October 1, 2013.

Deliverables: FAA, MnDOT, and locally accepted (airport sponsor) Master Plan.

Handouts and Working Papers: Review handouts and working papers will be provided prior to each meeting as outlined in **Task 2.1**. Working papers will be provided in electronic format (via OneDrive) to the project stakeholders, MnDOT, and the FAA for review two weeks prior to each of the project meetings.

Draft Master Plan: An electronic copy (via OneDrive) of the final draft Master Plan will be submitted to the City, MnDOT, and the FAA for review.

Final Master Plan: One (1) printed copy and one (1) electronic copy (via USB or OneDrive) of the final report will be submitted to both the City and MnDOT. One (1) electronic copy will be submitted to the FAA.

The total deliverables for the Master Plan include electronic packets of working papers for meetings (via OneDrive), two (2) printed copies of the report (final), and three (3) thumb drives (electronic copies)

Study Element 4: Exhibit ‘A’ Property Map and Report

This task includes preparation of an Exhibit ‘A’ Property Map in compliance with FAA Airports Standard Operating Procedure (SOP) 3.0, *Standard Operating Procedures for FAA Review of Exhibit ‘A’ Airport Property Inventory Maps*.

The airport property map includes existing and proposed land acquisition in both fee and easement. The tables will be updated to include information related to parcels purchased since the last Airport Layout Plan (ALP) update. Historical property records will be researched to verify existing parcel information and how each parcel was purchased. Existing and future property will be identified by parcel number, acres, current owner, type of purchase, and date of purchase. SEH will identify which parcels should be purchased for future development or to protect the existing airport environment. The City will provide the State or FAA project number related to state or federally funded existing airport property. Any state or federal obligations relative to each parcel will also be documented.

Obtaining owners and encumbrances reports for the existing airport parcels is included in this work scope, and encumbrances (recorded and unrecorded) and all other pertinent information obtained from the reports will be noted. Research for this Study Element will include all conveyance and encumbrance documents for anything that is identified in the Certificate of Title or individual title report prepared for each airport parcel. The Exhibit ‘A’ Property Map will provide the Grantor information, grant information, and the date of acquisition by airport sponsor. It will also include all (if any) rights held by others for each airport parcel. Additionally, the Exhibit ‘A’ map will note any possible encroachments and releases of property interests.

- Task 4.1 – Base Section Mapping** – This task includes initial set up of the base section mapping for the Exhibit ‘A’.
- Task 4.2 – Organization of title work files** – This task includes organization of the title work information and files provided by ProSource Technologies (see attached detailed ProSource Scope). Research will conform with the Minnesota Marketable Title Act (MMTA). Research will also include easements and/or other encumbrances excluded from the “40-year rule” of the MATA.
- Task 4.3 – Property/Parcel Funding Research** – SEH will research past FAA, MnDOT, and other funding sources for each parcel. Each parcel will be evaluated to determine if federal funds were used to purchase the parcel. Other obligations that may exist on parcels will be documented. SEH will collaborate on this task with the City to gather information on non-FAA and MnDOT obligations that may exist on parcels.
- Task 4.4 – Compute Airport Parcels** – This task includes computing and drawing each parcel based on the legal description. Boundaries of recorded and unrecorded (approximate) encumbrances are also included.
- Task 4.5 – Sheet Layout** – This task includes setting up the overall sheet layout for the Exhibit ‘A’ Property map. Approximately two (2) sheets are anticipated.
- Task 4.6 – Table Preparation** – Detailed tables will be prepared for inclusion in the Exhibit ‘A’ Property Map. Tables will include the information required in SOP 3.0.
- Task 4.7 – Draft Exhibit ‘A’ Property Map** – The Exhibit ‘A’ property map sheets will be developed in accordance with SOP 3.0. Approximately two (2) sheets are anticipated. This task includes two submittals of an Exhibit A Property Map. The first submittal will include the existing conditions. This will be completed concurrently to the inventory task. The second submittal will include the addition of future airfield conditions and will be completed towards the end of the Master Plan process, concurrent with the full ALP update.
- Task 4.8 – Narrative Description of Encroachments, Encumbrances, Overlaps, Gaps** – SEH will prepare a narrative description of any gaps, overlaps or encroachments that are identified through the preparation of **Task 4.4 and 4.7**. This narrative will be provided to ProSource for inclusion in their documentation for each parcel, as needed.
- Task 4.9 – City, FAA and MnDOT Review** – This task includes time to address City, FAA and MnDOT comments on review drafts of the Exhibit ‘A’.
- Task 4.10 – Exhibit ‘A’ Report** – A summary report of the Exhibit ‘A’ map will be prepared and will serve as a narrative description of the information on the Exhibit ‘A’ map as well as any required next steps for the airport sponsor (City) based on the results of the Exhibit ‘A’ map research. This task will also evaluate any additional property needed to accommodate planned airport development. The status of compliance with grant assurances and FAA approval of each parcel will also be included. This report will be provided to the City, FAA, and MnDOT. Copies of all property research will also be provided to the City, MnDOT, and the FAA (electronic).

No boundary survey is included in this scope of work.

Deliverables:

Working Draft Report: Draft report(s) will be provided in electronic format to the City, MnDOT, and the FAA for review meetings. Electronic copies of the working papers will be provided to attendees two weeks prior to each meeting. Paper copies will be available upon request.

Final Draft Report: One (1) printed copy and one (1) an electronic copy (via OneDrive) of the final draft report will be submitted to the City, MnDOT, and the FAA for review.

Final Report: Three (3) printed copies and three electronic copies (via CDs) of the final report will be submitted to MnDOT, of which one (1) printed copy and an electronic copy will be forwarded to FAA (via OneDrive), and one (1) printed and one (1) electronic copy (via OneDrive) will be provided to the City. One (1) electronic copy will be submitted to the FAA.

Up to five (5) additional final Exhibit 'A' Report copies will be printed for the City upon request.

The total deliverables for the Master Plan include up to nine (9) printed copies of the report (draft and final), three (3) CDs, and two (2) electronic copy (cloud-based file folder or USB drive)

Study Element 5: Airport Layout Plan (ALP) Update

Elements of the final deliverables will be prepared in accordance with FAA Advisory Circulars (AC) 150/5300-13B, Airport Design and other applicable AC's, Orders, Regulations and Policy Memorandums. The FAA Standard Operating Procedure (SOP) for FAA Review and Approval of ALPs (ARP SOP 2.00, effective October 1, 2013) will be utilized in the preparation of the ALP Update. The ALP set will be prepared in AutoCAD and reproduced in color on 22" x 34" sheets. Coordinates will be shown in NAD 83 datum and elevations in NAVD 88 datum.

This Study Element will include the tasks and sheets described below. The deliverable for this element is stated at the end of this section:

Task 5.1 – Title Sheet – The title sheet will include an airport location and vicinity map, wind roses and wind coverage for the existing runways, airport data table, and an index to the ALP set. The most recent and readily available wind data collected at the nearest wind data collection site from the previous 10-years will be used to determine updated wind coverage. The critical aircraft data will also be documented.

Task 5.2 – Data Sheet – The data sheet will include existing, future, and ultimate airport information on, but no limited to, the runway design information, approach and departure reference codes, dimensions of protected surfaces, runway end coordinates and elevations, navigational aid locations and ownership, Airport Reference Point coordinate and elevation, modification of standards (MOS), and declared distances.

Task 5.3 – Existing Airport Layout Plan Drawing – The Airport Layout Plan drawing will be a graphic representation of the airport and its "as-built" facilities and will include, at a minimum, all existing: runways, taxiways, aprons, hangars and buildings, auto parking, fueling systems, ground contours, surrounding roads and homes, access roads, property boundaries, navigational aids, runway data, design detail, and spacing requirements. A color aerial image will be used as a background. Non-standard items will be identified and changes to facilities to correct these items will be developed. Information and tables required per SOP 2.00 will be included.

Task 5.4 – Proposed Airport Layout Plan Drawing – The Proposed Airport Layout Plan sheet will be a graphic representation of proposed development and ultimate facility data and will include, at a minimum, existing and proposed: runways, taxiways, aprons, hangars and buildings, auto parking, fueling systems, ground contours, surrounding roads and homes, access roads, property boundaries, navigational aids, runway data, design detail, and spacing requirements. If appropriate, this sheet will be combined with the sheet listed in **Task 5.3**.

Task 5.5 – Airport Airspace Drawing – This drawing will show obstructions and penetrations to 14 CFR, Part 77 Imaginary Surfaces that are not shown on the Inner Portion of the Approach Surface Drawings (see **Tasks 5.6 through 5.9**). Airspace surfaces will be depicted for the ultimate runway configurations and lengths with a color USGS map as a background. This sheet will include an obstruction data table noting obstructions and penetrations to the Part 77 surfaces as determined from an obstruction survey, FAA 5010 inspections, visual observation and information gathered from United States Geological Survey (USGS) mapping, sectional charts, the FAA Obstacle Authoritative Source (OAS) data, and instrument approach plates. The plan will include 50-foot elevation contours on the Part 77 surfaces. The sheet will include small scale profile views of the ultimate approach to each runway end. A composite ground profile will be completed for each runway end as part of the airspace drawing.

Task 5.6 – Inner Portion of the Approach Surface Drawing – Runway 13 Exist., Fut., and Ult. Approach – The sheet will show a plan and profile view and an obstruction data table of each obstruction penetration to the Obstacle Free Zone (OFZ), 14 CFR Part 77 surfaces, obstacle clearance surfaces defined in Tables 3-2 through 3-5 of AC 150/5300-13B, Airport Design, and the TERPS Approach and Departure Surfaces as defined in FAA Order 8260.3E utilizing the data gathered as part of the AGIS survey and obtained from the FAA OAS database. A composite ground profile will be completed for each runway end as part of the inner approach sheet drawing. An aerial photograph will be included as a background to this sheet per FAA SOP 2.00. If needed, the ultimate approach may be shown on a separate sheet.

Task 5.7 – Inner Portion of the Approach Surface Drawing – Runway 31 Exist., Fut., and Ult. Approach – The sheet will show a plan and profile view and an obstruction data table of each obstruction penetration to the Obstacle Free Zone (OFZ), 14 CFR Part 77 surfaces, obstacle clearance surfaces defined in Tables 3-2 through 3-5 of AC 150/5300-13B, Airport Design, and the TERPS Approach and Departure Surfaces as defined in FAA Order 8260.3E utilizing the data gathered as part of the AGIS survey and obtained from the FAA OAS database. A composite ground profile will be completed for each runway end as part of the inner approach sheet drawing. An aerial photograph will be included as a background to this sheet per FAA SOP 2.00. If needed, the ultimate approach may be shown on a separate sheet.

Task 5.8 – Inner Portion of the Approach Surface Drawing – Runway 17 Exist., Fut., and Ult. Approach – The sheet will show a plan and profile view and an obstruction data table of each obstruction penetration to the Obstacle Free Zone (OFZ), 14 CFR Part 77 surfaces, obstacle clearance surfaces defined in Tables 3-2 through 3-5 of AC 150/5300-13B, Airport Design, and the TERPS Approach and Departure Surfaces as defined in FAA Order 8260.3E utilizing the data gathered as part of the AGIS survey and obtained from the FAA OAS database. A composite ground profile will be completed for each runway end as part of the inner approach sheet drawing. An aerial photograph will be included as a background to this sheet per FAA SOP 2.00. If needed, the ultimate approach may be shown on a separate sheet.

Task 5.9 – Inner Portion of the Approach Surface Drawing – Runway 35 Exist., Fut., and Ult. Approach – The sheet will show a plan and profile view and an obstruction data table of each obstruction penetration to the Obstacle Free Zone (OFZ), 14 CFR Part 77 surfaces, obstacle clearance surfaces defined in Tables 3-2 through 3-5 of AC 150/5300-13B, Airport Design, and the TERPS Approach and Departure Surfaces as defined in FAA Order 8260.3E utilizing the data gathered as part of the AGIS survey and obtained from the FAA OAS database. A composite ground profile will be completed for each runway end as part of the inner approach sheet drawing. An aerial photograph will be included as a background to this sheet per FAA SOP 2.00. If needed, the ultimate approach may be shown on a separate sheet.

Task 5.10 – North Building Area Drawing - This sheet will show existing and future buildings, taxilanes, tie-downs, aprons, and other facilities located in the north building area. Buildings will be identified by number, ownership, use, and top elevation in a table. Future building spacing will be updated to meet current standards. The critical aircraft for the apron and building area (or each individual taxilane, if needed) will also be evaluated and identified. If needed, the ultimate north building area layout may be shown on a separate sheet.

Task 5.11 – Main Building Area Drawing – This sheet will show existing and future buildings, taxilanes, tie-downs, aprons, and other facilities located in the main building area. Buildings will be identified by number, ownership, use, and top elevation in a table. Future building spacing will be updated to meet current standards. The critical aircraft for the apron and building area (or each individual taxilane, if needed) will also be evaluated and identified. If needed, the ultimate main building area layout may be shown on a separate sheet.

Task 5.12 – Land Use Drawing – The land use drawing will include existing on and off-airport land uses such as agriculture, industrial, residential, undeveloped, etc. Properties within the ultimate airport boundary and in surrounding areas will be identified. The boundaries of local government and public facilities will also be depicted on this sheet in addition to the crop restriction line. MnDOT airspace and land use zoning will also be depicted on this sheet.

Task 5.13 – Exhibit A Property Map – The Exhibit A Property Map developed in **Study Element 4** will be included as the final sheet(s) of the ALP.

Deliverables:

Aerial Photograph: One printed, framed copy of the aerial photograph will be sent to the City. The aerial photograph is taken as part of the AGIS survey performed by Martinez Geospatial.

Working Draft ALP set: Draft ALPs will be provided in pdf format to the City, MnDOT and the FAA for one review meeting. Electronic copies of the draft ALP set will be provided to attendees two weeks prior to the final meeting. Paper copies will be available upon request. This copy is not intended for agency review but will be provided to stakeholders prior to submittal for agency review.

Final Draft ALP set: Two (2) printed draft copies of the ALP set will be submitted to the City for review. One (1) hard copy and one (1) pdf copy of the draft ALP will be submitted to MnDOT and one (1) hard copy and one (1) pdf copy of the draft ALP will be submitted to the FAA for review.

ALP Review Comments: SEH will address ALP review comments from MnDOT and the FAA. Once comments are addressed, SEH will submit the draft ALP set onto the OEAAA airspace for review. The final approval documentation will be prepared and routed for signatures prior to distribution of the final ALP set.

Final ALP set: One (1) hard copy and one (1) pdf copy of the final ALP will be submitted to MnDOT and one (1) hard copy and one (1) pdf copy of the draft ALP will be submitted to the FAA for their files. One (1) hard copy and one (1) pdf copy of the final ALP will also be sent to the City. A CD including the electronic AutoCAD files for the ALP set will be sent to MnDOT.

The total deliverables for the ALP set will include seven (7) printed copies of the ALP set and one (1) CD including the electronic AutoCAD files.



A GEOSPATIAL SERVICE PROVIDER

Scope and Fee Proposal

Survey, Photogrammetry & Airports-GIS Services

Fergus Falls Municipal Airport (FFM)

03/29/2023

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PROJECT SUMMARY

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CLIENT ADDRESS	3535 Vadnais Center Drive St. Paul, MN 55110-5196
PROJECT LOCATION	Fergus Falls Municipal (FFM)

Martinez Geospatial, Inc. (MTZ) will provide **SEH** with remote-sensing and photogrammetry services in support of a **Master Plan/ALP** at **Fergus Falls Municipal Airport (FFM)**. The main objective of this effort will be to fulfill the data-collection requirements for updating a paper ALP.

This proposal also includes tasks required to comply with FAA Airports-GIS program standards. All survey and photogrammetry work will be accomplished in accordance with the following Advisory Circulars:

AC-150/5300-16B (16B)
AC-150/5300-17C (17C)
AC-150/5300-18B (18B)

The Airports-GIS objective for this project is to collect and submit *Safety-Critical* data for the airport. Furthermore, base-mapping (planimetric & topographic data) collected in support of the ALP update will be formatted and submitted to Airports-GIS. Specifically, acquisition of data will include an Airport Airspace Analysis for the existing runway, Runway Ends & Profile survey, NAVAID survey, and collection (through remote-sensing) of planimetric & topographic data.

MTZ will fulfill the data collection, formatting, and delivery requirements of the FAA Airports-GIS program. In general, MTZ’s approach to fulfilling the GIS requirements will be accomplishing those required tasks as outlined in **Table 2-1 (Survey Requirements Matrix) of 18B, Column “Airport Layout Plan.”**

MTZ will make maximum use of existing data within the ADIP Portal for FFM, including Obstacle Data with FAA-assigned Identifiers.

PROJECT SPECIFICATIONS

STATE	MINNESOTA
COUNTY	OTTER TAIL
PROJECT TYPE	AVIATION (AIRPORTS-GIS INCLUDED)
COORDINATE SYSTEM	MINNESOTA STATE PLANE – CENTRAL ZONE
HORIZONTAL DATUM	NAD83
VERTICAL DATUM	NAVD88 (GEOID18)
FIELD-SURVEY PROVIDED BY	MARTINEZ GEOSPATIAL, INC.
MAPPING SCALE	1”=100’, 2’ CONTOURS
MAPPING FORMATS REQUIRED	STANDARD CAD w/ DTM and AIRPORTS-GIS
ORTHO RES & PHOTO FORMAT	0.5’ GSD, TIF & TFW FORMAT



PROJECT AREA DEFINITION

The total project area consists of two major components:

AREA A	Airports-GIS Airspace Analysis Limits - Horizontal Limits of the applicable Obstruction Identification Surfaces (OIS) as defined in AC-150/5300-18B.
AREA B	Planimetric & Topographic Mapping Limit - This area defines the limit for the compilation of planimetric & topographic data, necessary for the ALP update.

PROJECT TASKS

Project Planning/Project Management/FAA Airports-GIS Coordination/Field-Survey Consultation

MTZ will assist SEH in developing, submitting, and gaining approval of the “Statement of Work” for the project through the ADO and FAA Airports-GIS. MTZ will develop, submit, and gain approval of the “Aerial Photography Acquisition Report” required by the FAA Airports-GIS Program.

Aerial Imagery Acquisition

New color aerial imagery will be captured for all areas defined in the **PROJECT AREA DEFINITION** section of this proposal utilizing a digital photogrammetric camera. The aerial imagery acquisition flight mission will be executed in accordance with all guidelines and specifications within FAA AC 150/5300-17C.

The aerial imagery acquisition flight mission will consist of one “block” of imagery, collected to the following specifications:

IMAGERY RESOLUTION	PURPOSE/USE
10cm	This imagery will be utilized for all photogrammetric data extraction, including airfield planimetric/topographic mapping, raw obstacle data collection, and Airport Airspace Analysis. Furthermore, 0.50’ GSD orthophotos will be generated from this imagery.

Upon completion of the flight mission, the imagery will be reviewed through in-house Quality Assurance procedures for photogrammetric acceptability and compliance with AC 150/5300-17C requirements.

Establish Geodetic Control / Temporary Control (Field-Survey)

Temporary Geodetic Control methodology will be utilized for this project. As required by FAA, at least two Temporary Control Marks will be established on the airfield through NGS OPUS. Two independent 4-hour sessions are required per survey mark. Once established, the Temporary Control Marks will serve as the basis of the geodetic control network for the survey project.

Survey Imagery Photo Control (Field-Survey)

Photo-identifiable control points and/or artificial targets will be selected or set/surveyed for use as imagery ground control. Imagery Control will be set, surveyed (properly tied to NSRS), and documented in accordance with AC-150/5300-17C and FAA Airports-GIS requirements. Ground Control data and documentation will be submitted to FAA Airports-GIS along with the AP Acquisition Report. It is anticipated that approximately **20** imagery control points will be required, along with **5** independent OPUS Checkpoints.

Aero Triangulation

The digital aerial imagery will be imported onto a digital photogrammetric workstation where it will be oriented with field-surveyed ground control. This procedure will establish both horizontal and vertical control for orienting individual photogrammetric models. This orientation will be accomplished using Soft Copy Aerial Triangulation methods.

Create Digital Ortho Imagery

Digital orthophotos will be produced to meet the requirements of SEH and the Airport as well as to comply with the requirements of the FAA Airports-GIS program and AC 150/5300-17C. One set of ortho imagery will be produced, covering the following defined areas and meeting the following specifications:

RESOLUTION	COVERAGE LIMIT
0.50' GSD	AREA A

Runway Surveys (Field-Survey)

Surveyors will accomplish field-survey of Runways 17/35 & 13/31. Survey tasks will include survey of runway-end-points and runway-profiles. For each runway-end-point/threshold, a monument will be set (if one is not already present), surveyed, and documented in accordance with AC-150/5300-18B. Runway-centerline-profiles will be surveyed at 50-foot stations. Runway survey data will be utilized for the Airport Airspace Analysis/Obstruction Surveys task. Runway survey data will be properly formatted by MTZ and reported in the FAA Airports-GIS deliverable.

NAVAID Surveys (Field-Survey)

Surveyors will accomplish field-survey of NAVAIDs serving the FFM airport. Each NAVAID will be surveyed and documented in accordance with AC-150/5300-18B. NAVAID survey data will be properly formatted by MTZ and reported in the FAA Airports-GIS deliverable. The NAVAID Survey will include the following:

<i>AIRPORT ROTATING BEACON</i>	<i>13 PAPI</i>
<i>31 PAPI</i>	<i>13 REILs</i>
<i>31 MALSR</i>	<i>31 LOCALIZER</i>
<i>31 GLIDESLOPE</i>	<i>31 OUTER MARKER</i>
<i>31 MIDDLE MARKER</i>	<i>HAMRE NDB</i>
<i>35 REILs</i>	<i>AWOS</i>
<i>WINDSOCKS</i>	<i>FFM VOR/DME</i>

Airport Airspace Analysis/Obstruction Surveys

18B/AGIS

An Airport Airspace Analysis will be performed in accordance with AC 150/5300-18B. This task will be performed in order to comply with the requirements of the FAA Airports-GIS Program for projects involving Airport Layout Plans. All available existing obstacle data for FFM will be obtained & downloaded from ADIP; existing obstacle data (relevant to the AGIS Airspace Analysis) will be validated or updated as necessary and incorporated into this project. Existing obstacle data will be reported back to FAA through ADIP, identifiable by assigned FAA-Obstacle-ID.

The Airport Airspace Analysis will meet the following specifications:

RUNWAY	ANALYSIS TYPE
13/31	Runways-With-Vertical-Guidance
17/35	Runways-With-Vertical-Guidance

Formatting of final reported 18B/AGIS obstacles will adhere to the specifications of AC 150/5300-18B, Chapter 5 *Airport Data Features*.

Raw Obstacle Collection – TERPS 40:1 Departure Surface (AC 150/5300-13B)

MTZ will complete raw obstacle data collection for SEH in lieu of Part 77/TSS/OCS Analysis. The horizontal extents of the collection area are based on the dimensions of the TERPS 40:1 Departure Surface; in addition to the horizontal extents of the TERPS 40:1 Departure Surfaces, the collection area is expanded by connecting the corners of opposing surfaces, which provides coverage of the area underlying the Part 77 transitional surfaces (see attached exhibit). Within this defined area, MTZ will collect manmade and natural objects with no regards to penetration value. For manmade objects, all buildings, utility poles, antennas, towers, and prominent objects will be collected (small objects, such as mailboxes, posts, and utility boxes will be ignored). For vegetation, singular trees/shrubs will be collected to the extent possible/feasible. In large areas of dense vegetation, a bounding polygon will be drawn to show the extents of the area. A 100-foot grid will be applied and the highest vegetation point within each grid-sector will be collected when absolutely necessary to reduce data congestion.

Delivery Format - Raw Obstacle Data:

DELIVERABLE	DESCRIPTION
AutoCAD FILE	This file will contain the following pieces of data: 1) Obstruction Surface Linework 2) Obstruction X-Y-Z Points (with description, number, & elevation) 3) Obstruction Area Polygon (if applicable) 4) Obstruction Area Grid (if applicable)
SPREADSHEET (EXCEL)	This file will contain the following pieces of data: <ul style="list-style-type: none"> • Object type • Object number (corresponding to CAD File) • Northing / Easting / Elevation • Latitude/Longitude • Approximate AGL Height (when possible)
SHAPEFILE	Will contain the same linework and point data as the CAD file. The attribute data delivered in the Excel Spreadsheet will be included in the Shapefile as Object Data Attributes.

Planimetric & Topographic Mapping Compilation

Utilizing the aerotriangulated digital imagery, photographic stereo pairs will be oriented and compiled on digital photogrammetric workstations within **AREA B**. Mapping data will be compiled meeting the following specifications:

PLANIMETRIC DATA SCALE	1"=100' SCALE (CLASS II STANDARDS)
TOPOGRAPHIC DATA SCALE	2' CONTOUR INTERVAL (CLASS II STANDARDS)

MAPPING DELIVERABLE	FORMAT
PLANIMETRIC FILE	AUTOCAD (Other formats available upon request)
CONTOUR FILE	AUTOCAD (Other formats available upon request)
DIGITAL-TERRAIN-MODEL FILE	AUTOCAD (Other formats available upon request)

The CAD products defined above will be delivered directly to **SEH** for the updating of ALP drawings.

Planimetric Features will include (but are not limited to):

- **Building Outlines**
- **Airfield Pavement (Aprons, Taxiways, Runways)**
- **Airfield Paint Markings**
- **Airfield Signs**
- **Airfield Lights**
- **Roadways/Railways/Bridges**
- **Parking Lots**
- **Sidewalks**
- **Towers/Antennas**
- **Utilities (Above-Ground & Identifiable in Imagery)**

Mapping Edit and GIS Formatting

In addition to generating mapping data in CAD formats, all collected data will be edited and formatted in the appropriate AGIS format. In terms of GIS-attributes, MTZ will be responsible for populating all geospatial-related and/or critical attributes required for upload. In general terms, the final AGIS file created by MTZ will include both Safety-Critical and Non-Safety-Critical Data. This includes the following:

1) SAFETY-CRITICAL

a. Airspace

AC-18B Feature	AC-18B Section
Obstacle	5.5.2
Obstruction Area (if applicable)	5.5.3
Obstruction ID Surface	5.5.4

b. Runway

AC-18B Feature	AC-18B Section
Runway End	5.4.26
Runway Profile Points	5.8.6
Centerline Perpendicular Points	5.8.3
Touchdown Zone Elevation	5.8.7
Airport Elevation	5.8.2

c. NAVAIDs

AC-18B Feature	AC-18B Section
Navigational Aids	All Applicable - Group 5.10

2) NON-SAFETY-CRITICAL

a. Planimetric

AC-18B Feature	AC-18B Section
Airfield	All Applicable - Group 5.4
Manmade Structures	All Applicable - Group 5.10
Surface Transportation	All Applicable - Group 5.13
Utilities	All Applicable - Group 5.14

b. Topographic

AC-18B Feature	AC-18B Section
Elevation Contour	5.8.10

Final GIS data will meet the following specifications:

GIS DATA-MODEL UTILIZED	FAA Airports-GIS (<i>AC 150/5300-18B, Chapter 5</i>)
GIS DELIVERY FORMAT	ArcGIS Shapefile

Airports-GIS Data Submission and Final Reporting

All data will be formatted into compliant Airports-GIS format and prepared for submission. Prior to submission, the survey-files will be tested using the FAA's survey-file-test tool in order to ensure acceptability. A "Final Report" will be generated in accordance with Advisory Circular 150/5300-18B and submitted with the final project file. Project close-out will also consist of ensuring receipt and acceptance of the obstruction survey and digital mapping data by SEH, the FAA and NGS.

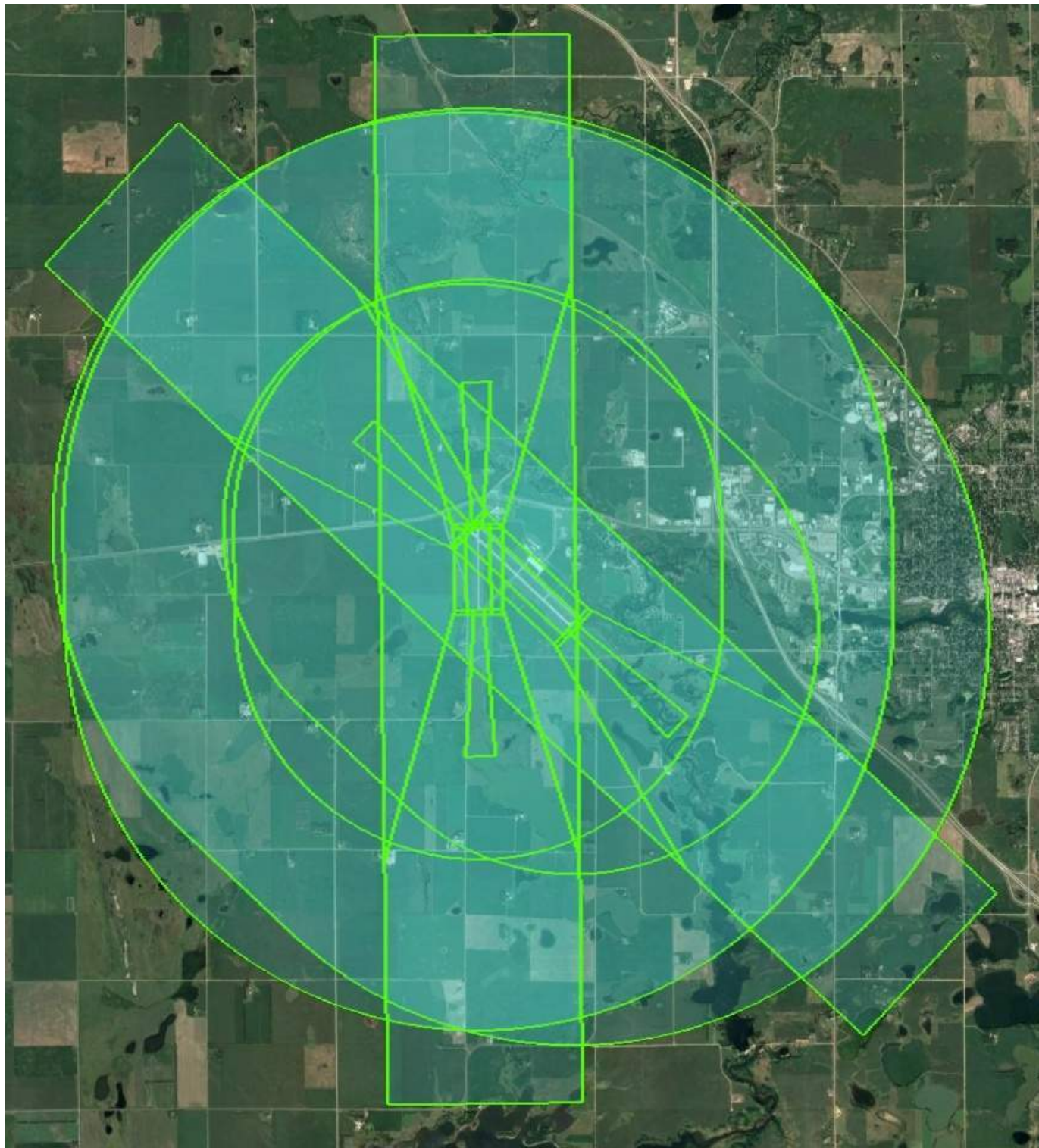
DELIVERABLE OVERVIEW
1) Statement of Work Report (for Airports-GIS approval)
2) Aerial Photography Acquisition Report (for Airports-GIS approval)
3) Raw Obstacle Data
4) Airfield Base-map (Planimetric & Topographic Mapping Data)
5) Digital Ortho Imagery (0.50' Resolution)
6) Comprehensive FAA Airports-GIS Deliverable, consisting of: A) Safety Critical Data (Runway, NAVAID, and Airport Airspace Analysis Data) B) Non-Safety Critical Data (Planimetric & Topographic Mapping)
7) Final Report (for Airports-GIS approval)

FEE SCHEDULE

It is understood that compensation for this project will be on a **LUMP SUM** basis. MTZ will invoice SEH monthly based on percent-complete of each category below. The following is a proposed fee schedule based on major production processes/work category:

TASK	FEE
Project Planning/Project Management	\$ 6,606.30
Production Management	\$ 3,330.32
Imagery Acquisition (Flight Mission) Sub-Consultant	\$ 14,295.00
Aerotriangulation	\$ 4,118.77
Orthophoto Production (0.50' GSD)	\$ 7,919.55
Planimetric/Topographic Mapping (1"=100' with 2' contours)	\$ 15,237.32
Airspace Analysis/Obstruction Survey	\$ 15,208.46
Mapping Edit, GIS Formatting / FAA Compliance (Mapping & Obstruction Survey)	\$ 5,097.48
Field-Survey Services	\$ 24,557.85
TOTAL	\$ 96,371.05

Area A - Airports-GIS Airspace Analysis



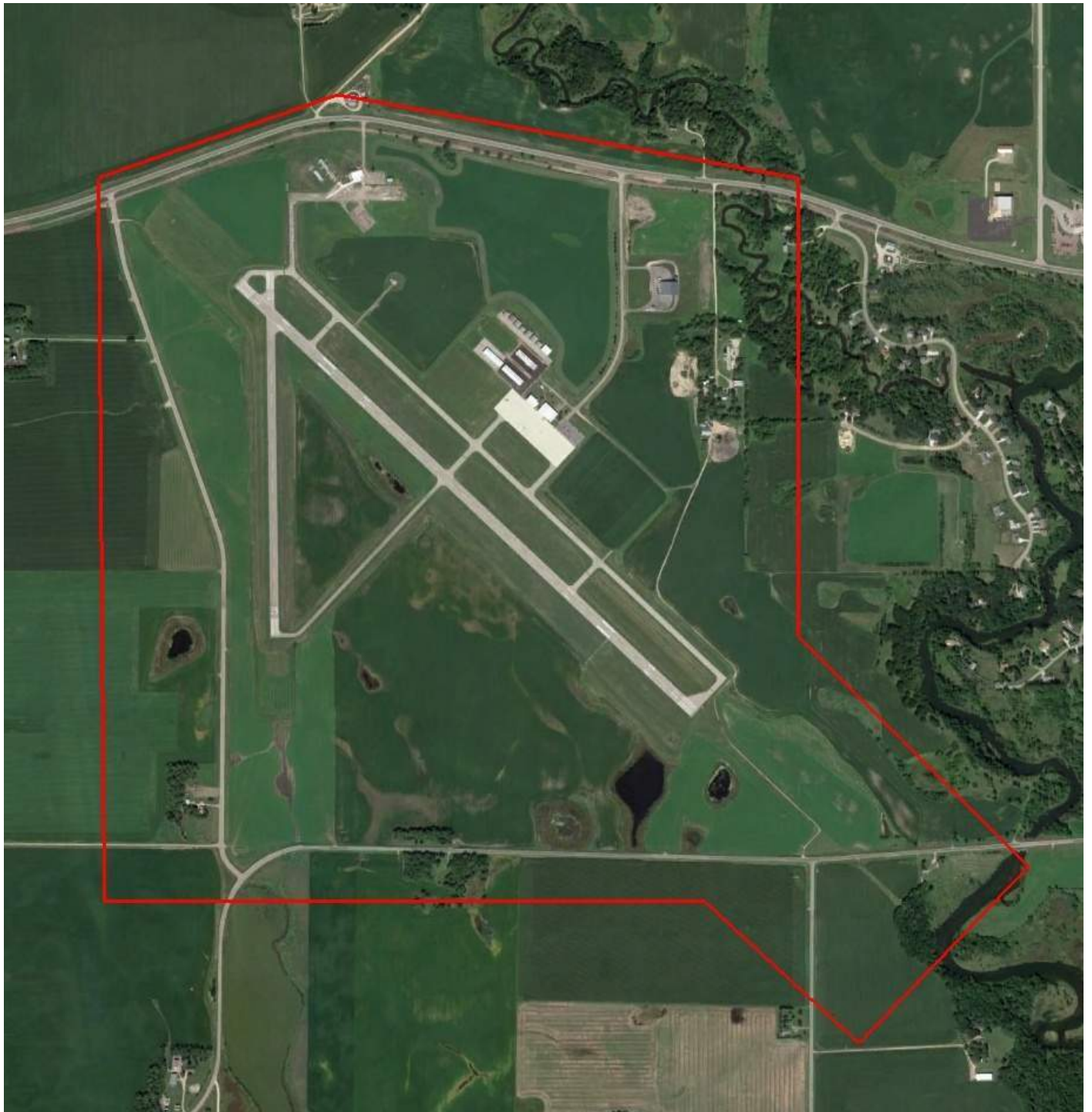
Green Polygons - 18B/Airports-GIS Obstruction Identification Surfaces
Blue Boundary - 0.50' GSD Ortho Imagery Limit



MTZ | Martinez Geospatial
2915 Waters Road Suite 100
Eagan, Minnesota 55121
Tel: 651.686.8424 Fax: 651.686.8389



Area B - Planimetric & Topographic Mapping



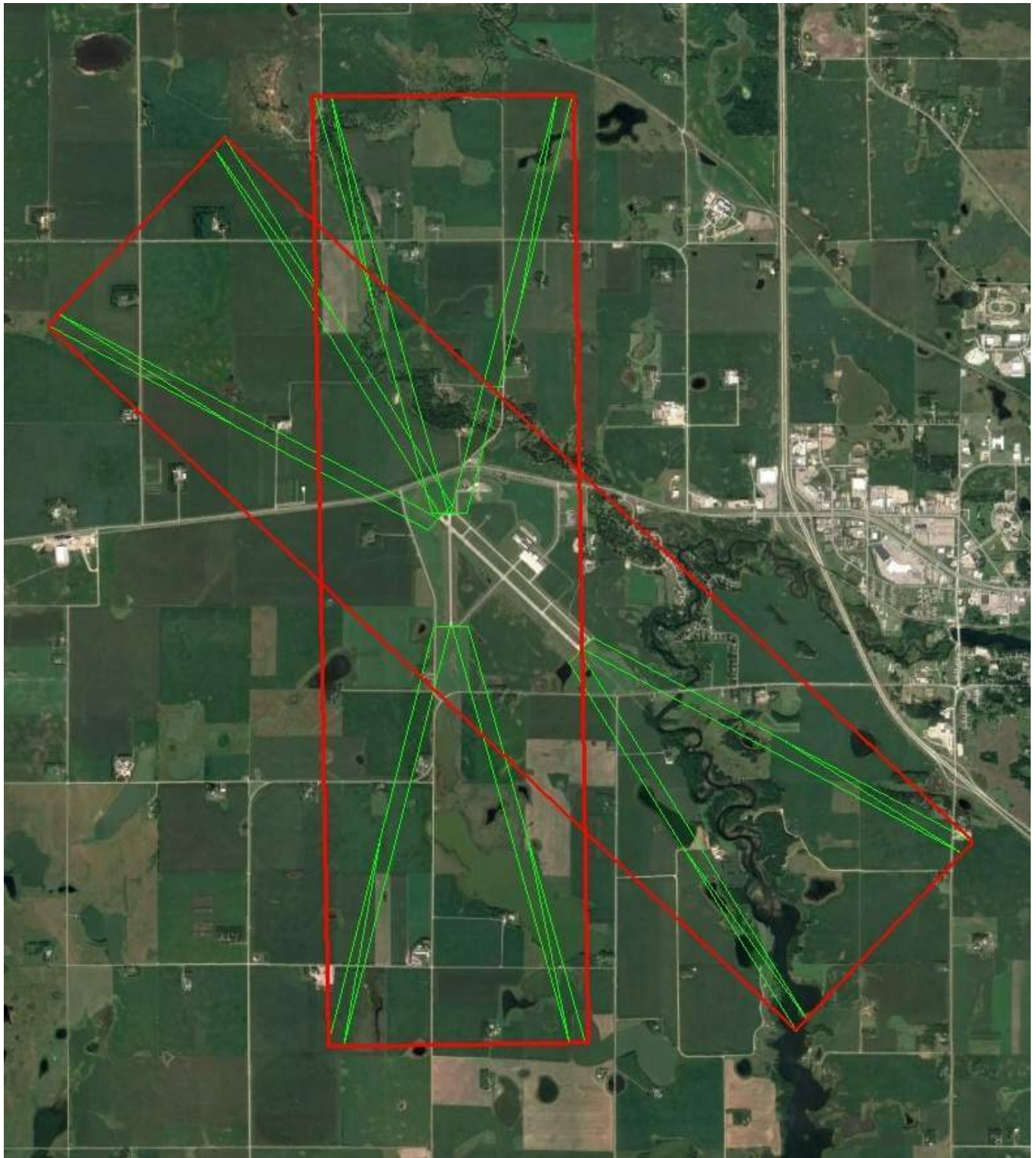
Red Polygon - Planimetric & Topographic Mapping Limit



MTZ | Martinez Geospatial
2915 Waters Road Suite 100
Eagan, Minnesota 55121
Tel: 651.686.8424 Fax: 651.686.8389



Raw Obstacle Data Collection



Green Polygons - AC-13B TERPS 40:1 Departure Surfaces
Red Boundary - Raw Obstacle Data Collection Limit



MTZ | Martinez Geospatial
2915 Waters Road Suite 100
Eagan, Minnesota 55121
Tel: 651.686.8424 Fax: 651.686.8389



March 23, 2023

Via E-Mail: munderwood@sehinc.com

ProSource Technologies, LLC
9243 East River Road NW
Minneapolis, MN 55433
Phone 763-786-1445
Fax 763-786-1030

Ms. Melissa Underwood
Associate - Senior Airport Planner
Short Elliott Hendrickson Inc. (SEH)
3535 Vadnais Center Drive
St. Paul, MN 55110-5196

**Re: Professional FAA Exhibit A Abstracting Services for Fergus Falls
Municipal Airport (FFM)**

ProSource Technologies, LLC. (ProSource) is pleased to present this proposal and cost estimate for professional services to Short Elliott Hendrickson Inc. (SEH). The scope of work and the cost estimate to conduct this work, is provided in the sections below.

SCOPE OF WORK:

Immediately following the execution of a Work Order from SEH, ProSource will accept delivery of mapping, and other available project materials from SEH.

Deliverables in connection with this assignment include an individual title report (e.g., including parcel information: **a.** Grantor, **b.** type of interest, **c.** type of conveyance, & **d.** recording information: the type of easement, the date and type of release, the date of property disposal, public land references, and any known encumbrances on property) for each parcel, an electronic copy of each report for each parcel and an executive summary narrative. For Torrens registered property, the deed conveying title (e.g., vesting deed) to the Certificate of Title will also be obtained for all fee airport interests.

Task	Rate/Parcel	Total Cost
Exhibit A Abstracting	\$1,000	\$65,000
Total Estimated Costs		\$65,000

ProSource can initiate the project immediately, following your authorization to proceed, as memorialized via a fully executed SEH Work Order.

RATE SCHEDULE:

Labor Classifications	2023 Rate/Hour
Principal/Project Attorney	\$325
Senior Project/Contract Manager	\$158
Acquisition/Relocation Project Manager	\$114
Acquisition/Relocation Agent	\$104
Title Agent	\$93
Senior Database/Document Specialist	\$93
Database/Document Specialist	\$92
Staff Administrative	\$60
Mileage/Per Diem	Prevailing IRS/CONUS Rate
Shipping, Communications, Courier, Equipment Rental, Document Copies, Appraisal, and Misc. Expenses	Cost

Minneapolis, MN
Duluth, MN
Sioux Falls, SD
Cedar Rapids, IA
Oklahoma City, OK
Dallas, TX
Houston, TX
Cape Coral, FL

888-422-4449
www.prosourcetech.com

GENERAL ASSUMPTIONS AND CONDITIONS:

1. ProSource relied on the attached FFM Exhibit to determine a scope including up to 65 parcels. Any deviations in the scope may affect the budget. Additional expenses will be cleared through SEH before ProSource continues.
2. Plat copies, if any are recorded, of interior and perimeter roadways and highways will be obtained and included in the title reports. And, plat copies, if any are recorded, which contain airport fee and/or easement interests will be provided.
3. The project does not require the attendance of ProSource personnel at any project or public meetings/hearings. Any such meetings will be attended on a time and material basis.
4. Litigation, appeal, and administrative settlement actions will be performed on a time and materials basis.
5. Other work (e.g., additional planning services, general project documentation, survey, title curative assignments, legal document preparation) are available to be performed outside the stated scope of work within this proposal at the hourly rates identified herein.
6. All work will be billed on a lump sum basis upon deliverable completion and is due and payable upon receipt. This proposal is based upon our 2023 hourly rates. This contracted work will be initiated in April 2023 and will be completed within a 3-month period (lump sum estimates valid thru December 31, 2023).

We appreciate the opportunity to submit this proposal and cost estimate. If you have any questions or comments, please feel free to call me at **(763) 232-3093**. We look forward to working with you on this project.

Sincerely,

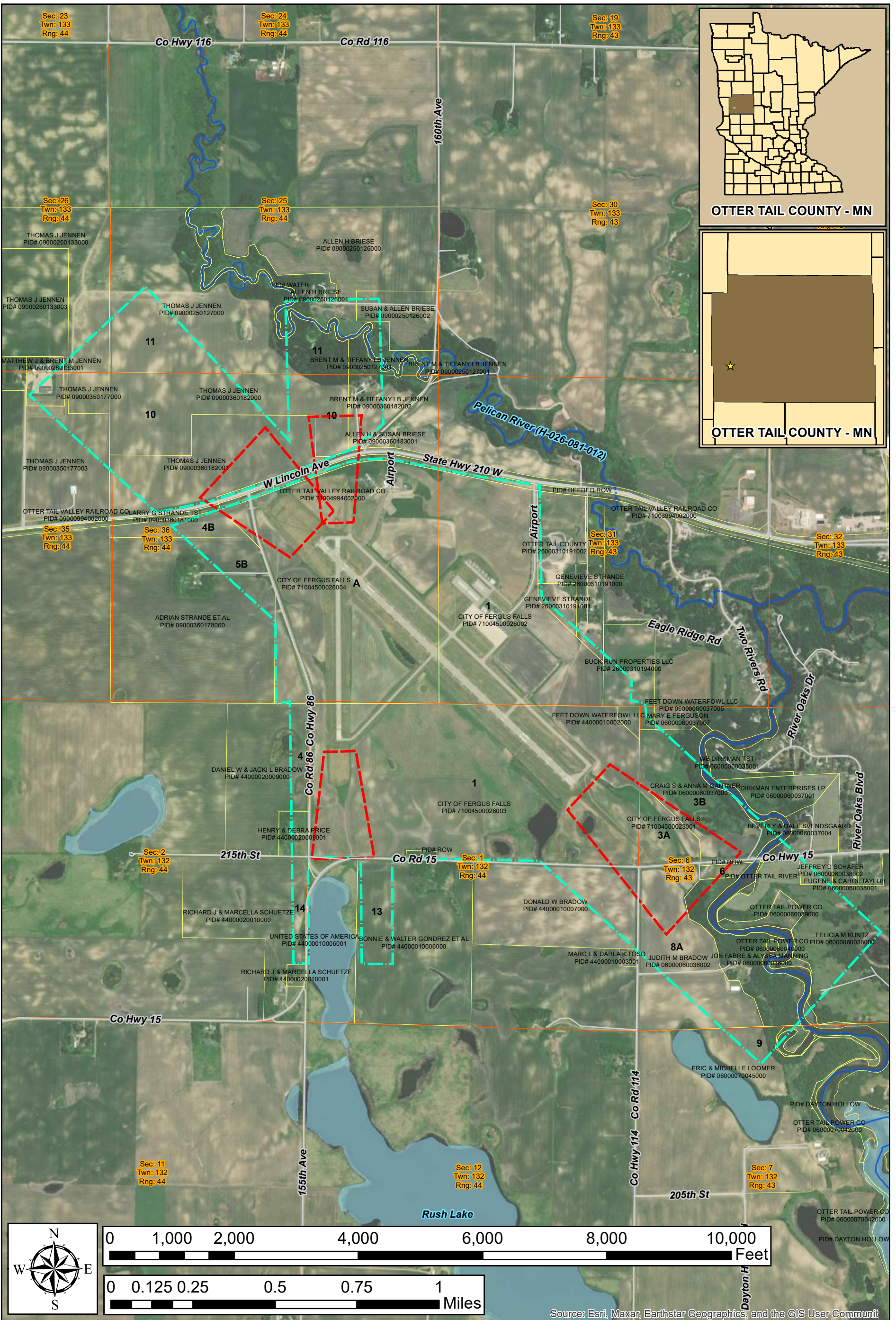
ProSource Technologies, LLC.

Accepted by:



Jason D. Alt
Vice President

Signature / Title



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

AIRPORT LAYOUT PLAN for the FERGUS FALLS MUNICIPAL AIRPORT

The Einar Mickelson Field
4005 MN-210
Fergus Falls, MN 56537

The primary runway 13-31 is 100 feet by 5,640 feet, covered by an asphalt surface with friction cost.
The crosswind runway 17-35 is 75 feet by 3,300 covered by an asphalt surface.

ProSource
RIGHT OF WAY | ENVIRONMENTAL | SURVEY

ESTIMATED FEES AND EXPENSES
ATTACHMENT B
Master Plan with Airport Layout Plan (ALP)
Fergus Falls Municipal Airport (FFM)
Fergus Falls, Minnesota

Task No.	Task Description	Project Manager/ Senior Planner	Planner	Senior Project Engineer	Project Engineer	Scientist	GIS	PMA / Accounting	Admin Technician	Task Total
1.0 Project Initiation, Coordination and Administration										
1.1	Project scoping/Contract development	12	6			2		2		22
1.2	Project coordination	16	10	10						36
1.3	Project administration	20	26	10				24	4	84
1.4	Quality assurance and control	40	8	8				4		60
2.0 Meetings and Stakeholder Engagement										
2.1	Stakeholder Advisory Committee (SAC) Meetings	24	24							48
2.2	Client Meetings	12	12							24
2.3	City Council Presentation	7								7
2.4	Public Open House	3	4	2						9
3.0 Master Plan										
3.1	Airport inventory	12	40		9	8	8		1	78
3.1.1	User Survey	2	20							22
3.1.2	RSA Determination	2			16		4			22
3.1.3	AGIS Survey		4							4
3.2	Activity Forecasts	8	40						1	49
3.3	Demand/Capacity analysis		2							2
3.4	Runway Facility Recommendations & Alternatives	2	30	2	2		12		1	49
3.5	Taxiway Network Facility Recommendations & Alternatives	2	30	2	2		12		1	49
3.6	Building Area Alternatives	2	20	2	2		12		1	39
3.7	Airside & Landside Facility Recommendations	2	10				10		1	23
3.8	Obstacle Action Plan		8				20			28
3.9	Pavement Management Plan			2	8		10			20
3.10 OPTIONAL: RPZ Analysis										
3.11	Environmental Overview		6			24				30
3.12	CIP/Implementation Plan	2	8	2	16					28
3.13	Executive Summary	2	4							6
4.0 Exhibit 'A' Property Map & Report										
4.1	Base section mapping						16			16
4.2	Organization of title work files						10			10
4.3	Property funding research	1	24							25
4.4	Compute airport parcels						20			20
4.5	Sheet layout						20			20
4.6	Table preparation						10			10
4.7	Drafting Exhibit A Map	2	20				16			38
4.8	Narrative for encroachments/possible gaps/overlaps						8			8
4.9	Revisions based on FAA/MnDOT reviews	2	4				8			14
4.10	Exhibit A Report	1	12				2			15
5.0 Airport Layout Plan Update										
5.1	Title Sheet		6							6
5.2	Data Sheet		8							8
5.3	Existing Airport Layout Plan Drawing		25							25
5.4	Proposed Airport Layout Plan Drawing		15							15
5.5	Airport Airspace Drawing		4							4
5.6	Inner Portion of the Approach Surface Drawing - Rwy 13 Ext., Fut., & Ult.		16				8			24
5.7	Inner Portion of the Approach Surface Drawing - Rwy 31 Ext., Fut., & Ult.		16				8			24
5.8	Inner Portion of the Approach Surface Drawing - Rwy 17 Ext., Fut., & Ult.		16							16
5.9	Inner Portion of the Approach Surface Drawing - Rwy 35 Ext., Fut., & Ult.		16							16
5.10	North Building Area Drawing		10				2			12
5.11	Main Building Area Drawing		2							2
5.12	Land Use Drawing		2							2
5.13	Exhibit A Property Map									0
Total hours per labor category		176	508	40	55	34	216	30	10	1,069
Optional Tasks										
3.10	RPZ Analysis	4	40	4	4					52
Total hours per labor category for Optional Tasks Only		4	40	4	4	0	0	0	0	52

TOTAL LABOR COSTS WITHOUT OPTIONAL TASK:

Labor Category	Hours	Rate	Extension
Project Manager/ Senior Planner	176	\$72.19	\$12,705.00
Planner	508	\$54.24	\$27,555.44
Senior Project Engineer	40	\$83.13	\$3,325.14
Project Engineer	55	\$41.75	\$2,296.14
Scientist	34	\$36.66	\$1,246.29
GIS	216	\$48.99	\$10,582.49
PMA / Accounting	30	\$42.90	\$1,287.09
Admin Technician	10	\$34.07	\$340.73

Total Direct Labor Costs:	1,069	\$59,338.31
Administrative and Labor Overhead Fee (15%)		\$102,061.90
Total Labor Costs		\$24,210.03
		\$185,610.25

ESTIMATE OF EXPENSES WITHOUT OPTIONAL TASK:

Direct Expenses	Quantity	Rate	Extension
Mileage	2464	\$0.65	\$1,601.60
Computer Usage	1069	\$5.80	\$6,200.20
Airport Layout Plan Reproductions (13 sheets)	7	\$30.00	\$210.00
Presentation & Public Meeting Materials	1	\$100.00	\$100.00
Master Plan Reports	2	\$75.00	\$150.00
Subconsultant: Exhibit A Research (ProSource)	1	\$65,000.00	\$65,000.00
Subconsultant: AGIS (Martinez)	1	\$96,371.05	\$96,371.05

Total Expenses**\$169,632.85****SUMMARY WITHOUT OPTIONAL TASK:**

Estimated Total	\$355,243.10
Total	\$355,200.00

TOTAL LABOR COSTS - OPTIONAL TASK:

Labor Category	Hours	Rate	Extension
Project Manager/ Senior Planner	4	\$72.19	\$288.76
Planner	40	\$48.98	\$1,959.20
Senior Project Engineer	4	\$83.13	\$332.52
Project Engineer	4	\$49.28	\$197.12

Total Direct Labor Costs:	52	\$2,777.60
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Administrative and Labor Overhead	\$4,777.47
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Fee (15%)	\$1,133.26
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Total Labor Costs **\$8,688.33****ESTIMATE OF EXPENSES - OPTIONAL TASKS:**

Direct Expenses	Quantity	Rate	Extension
Computer Usage	52	\$5.80	\$301.60

Total Expenses**\$301.60****SUMMARY - OPTIONAL TASK ONLY:**

Estimated Total	\$8,989.93
Total	\$9,000.00

SUMMARY - TOTAL PROJECT:

Estimated Total	\$364,233.03
Total	\$364,200.00

ATTACHMENT C

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Title VI Solicitation Notice:

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

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be

notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

A1.1.1 RACE/GENDER NEUTRAL LANGUAGE

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201*et seq*).

FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- a) The applicant represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b) The applicant represents that it is () is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Default (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold

Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.



Council Action Recommendation

Meeting Date:

May 10, 2023 – Committee of the Whole
 May 15, 2023 – City Council

Subject:

P.I. No. 6080 – 2023 Sidewalk Program Rates

Recommendation:

- Initiate P.I. No. 6080– 2023 Sidewalk and Driveway Program
- Approve the 2023 Sidewalk Assessment Rates

Background/Key Points:

Staff has reviewed the unit rates from the 2022 Sidewalk and Driveway Program along with the expected materials/construction cost increases for 2023. Staff is recommending the following unit rate adjustments for the 2023 Program.

	Remove <u>C & G</u>	Remove <u>Concrete</u>	4" Concrete Walk <u>(5 feet wide)</u>	4" Concrete Walk <u>(Irregular Width)</u>	6" Concrete Walk/Drive
2022 Rate	\$20.00/L.F	\$5.75/S.F.	\$32.25/L.F.	\$7.00 /S.F.	\$8.25/S.F.
Prop. 2023 Rate	\$28.00/L.F	\$6.50/S.F.	\$37.50/L.F.	\$8.00/S.F.	\$9.00/S.F.
Change	+\$8.00	+\$0.75	+\$5.25	+\$1.00	+\$0.75

	<u>Reinforcement</u>	<u>Curb & Gutter</u>	Saw <u>Bituminous</u>	Saw <u>Concrete</u>
2021 Rate	\$1.75/S.F	\$32.50/L.F.	\$15.00/L.F.	\$16.00/L.F.
Prop. 2022 Rate	\$1.75/S.F	\$45.00/L.F.	\$15.00/L.F.	\$16.00/L.F.
Change	\$0.00	+\$12.50	\$0.00	\$0.00

These rates will be applied to all concrete sidewalk and driveway work within the R/W, which is initiated by a 100-percent (voluntary) petition by the property owner in the 2023 construction season. Each individual petition is written to represent the exact cost of the improvement as agreed upon utilizing the assessment rates noted herein.

Budgetary Impact:

The City budgets approximately \$30,000/year to cover its share of these sidewalk projects.

Originating Department:
 Engineering Department

Respectfully Submitted
 Brian Yavarow, P.E. – City Engineer



Council Action Recommendation

Page 1 of 2

Meeting Date:

May 10, 2023 – Committee of the Whole
May 15, 2023 – City Council

Subject:

PI 9502 –Old Wastewater Treatment Plant Demolition Project

Recommendation:

- Accept Interstate Engineering’s professional services supplemental proposal for design in the amount of \$25,000.00
- Order the project plans and specifications
- Authorize staff to prepare the Purchase Agreement between OTP and the City of Fergus Falls

Background/Key Points:

Last November, the City Council accepted Otter Tail Power’s Letter of Intent (LOI) to acquire City owned property. The subject property is located within the abandoned Wastewater Treatment Plant located west of Pisgah Dam along Tower Road. OTP is requesting this tract of land to construct a new electrical substation facility for the Express Feeder Project. This substation needs to be constructed prior to decommissioning existing facilities, such as the current substation located adjacent to the Former Dairy site, near Buse Street. Please refer to the attached preliminary exhibit.

As a condition of the Letter of Intent (LOI), the City was required to prepare an Environmental Site Assessment (ESA), Phase 1. McCoy Environmental provided this service. The Phase 1 report was completed and shared with OTP representatives. Otter Tail Power Company is not requesting a Phase II ESA and is willing to move forward with the purchase agreement between OTP and the City of Fergus Falls. OTP is planning to start the new substation construction in spring, 2024 if acceptable to this Council.

Based on this information, the City needs to determine the Old Wastewater Demolition work scope. Option 1 consists of demolishing only what is needed to facilitate OTP’s space needs or Option 2 consisting of demolishing all of the facility once the pending Purchase Agreement executed.

Budgetary Impact:

The project costs are proposed to be funded thru the Sanitary Sewer Enterprise Fund.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. – City Engineer

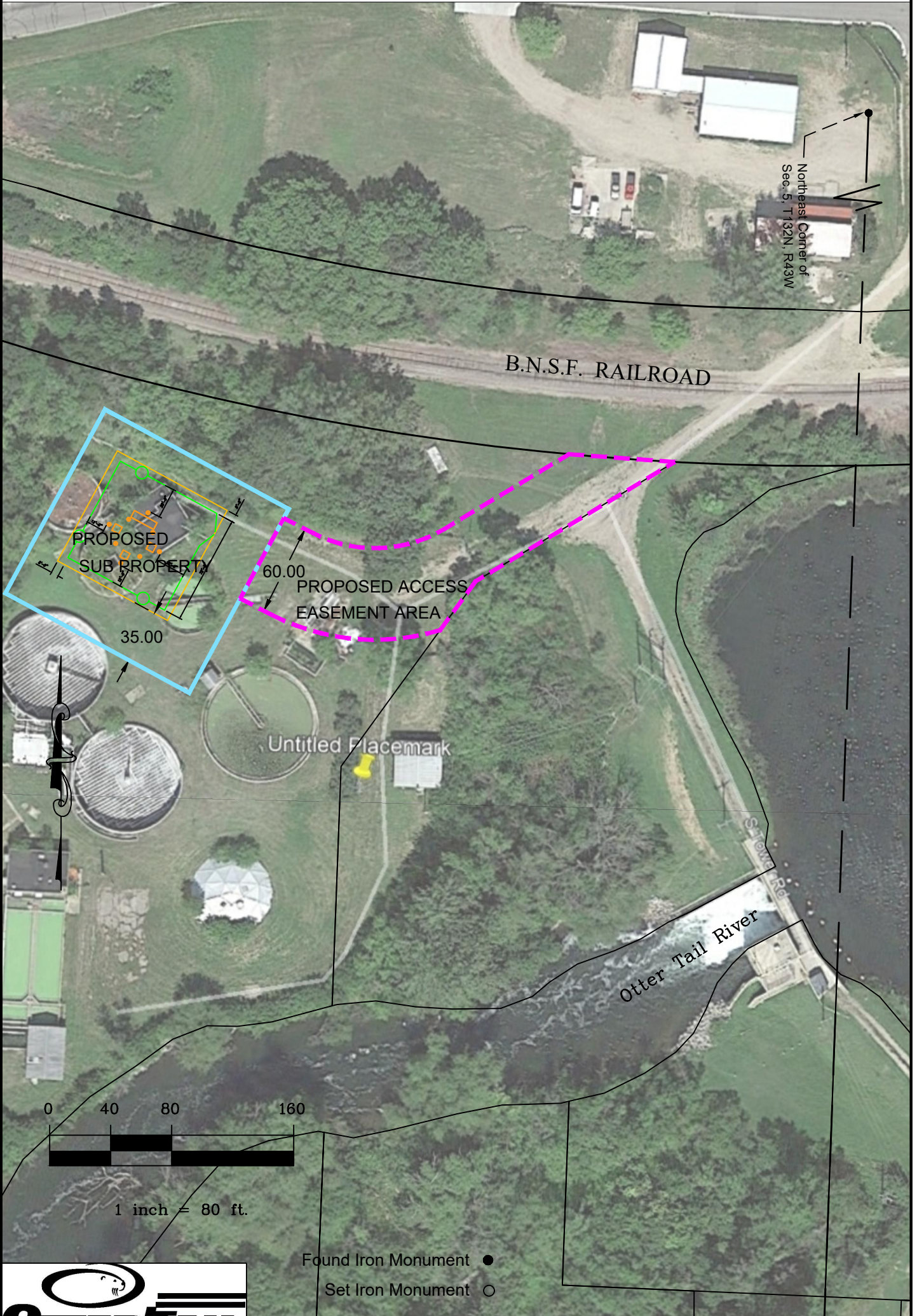
Attachments:

Otter Tail Power Letter of Intent (LOI) w/ Exhibit



0.50 MGD Old Waste Water Treatment Plant, Aerial Dated: Oct. 2009

Proposed Substation Property and Access Easement in City of Fergus Falls Across Part of the NE 1/4 of Sec.5, T132N, R43W, Otter Tail County, Minnesota



Found Iron Monument ●
 Set Iron Monuments ○



Council Action Recommendation

Page 1 of 1

Meeting Date: May 10, 2023

Subject: Pebble Beach Lifeguards

Recommendation: Approve a contract with the Fergus Falls YMCA to provide lifeguard services at Pebble Beach for the 2023 season.

Background/Key Points: The Fergus YMCA has provided the lifeguard service at Pebble Beach since 2008 (with a break in 2020 due to C-19) and they have agreed to provide this service once again for the 2023 season. The contract period is June 17th through August 12th.

Budgetary Impact: The \$25,000 cost for this service will be the same as it has been for the last few years and will be payable in 3 equal installments.

Originating Department: Public Works

Respectfully Submitted: Len Taylor-Parks and Rec. div.

Attachments: 2023 agreement

LIFEGUARD SERVICES CONTRACT
AT PEBBLE BEACH

This contract is made and entered into by and between the City of Fergus Falls, Minnesota, hereinafter referred to as "City" and the Fergus Falls Area YMCA of Fergus Falls, Minnesota, hereinafter referred to as the "YMCA".

WHEREAS it is appropriate that the following contract be entered into for the safety and convenience of the general public in the use and enjoyment of the Pebble Lake Beach located in the City of Fergus Falls, Minnesota and it is mutually agreed by and between the parties as follows:

1. **Description of Premises:** The city for and in consideration of the agreements hereinafter stated, grants to the YMCA, for purposes stated herein, the right, privilege, and duty to provide lifeguarding services to the City of Fergus Falls at Pebble Lake Beach, hereafter referred to as "beach".
2. **Term:** The term of this contract will be a period commencing on June 17, 2023 through August 12, 2023.

The YMCA shall provide lifeguard services exclusively in the designated swimming area between the above dates from the hours of 1:30 pm until 5:30 pm. It being the intent of the parties that there shall be no days excluded from having lifeguard supervision at the above beach, however the parties agree that in the discretion of the YMCA Aquatic Director or designated YMCA leader. The YMCA shall not provide lifeguarding services when weather, water level or any other unforeseen situation including inadequate number of staff, becomes a safety concern for the public utilizing the beach and the staff of the YMCA. If the YMCA in its discretion decides not to provide lifeguarding services based upon the above conditions, the YMCA shall have the obligation of providing adequate posting on the premises to ensure the public fully understands lifeguarding services would not be offered for that particular day. Any signage so placed by the YMCA shall also include a warning to the public that lifeguarding services are not being provided and that the public use of the beach is at their own risk.

3. **Compensation:** In exchange for providing lifeguarding services, the YMCA shall be paid the total sum of \$25,000 payable in three monthly installments, with the first installment being due and payable on or before June 15, 2023, the second installment due and payable on or before July 15, 2023, and the final installment due and payable on or before August 15, 2023. This agreement supports the YMCA's Aquatics Department by driving investment into our lifeguard training and certification processes. Some of that investment actually comes back to the Community Education Department as the YMCA partners with Community Education to offer Lifeguard Certification classes.
4. **Docks, Equipment, Maintenance and Telephone:** The city shall be responsible for maintaining, installing and removing any docks or any other equipment at the beach. The City of Fergus Falls shall also provide cleanup of the waterfront area to ensure there is no debris or other materials that may be harmful or cause harm to the public. The city will also maintain the restrooms and garbage on site. The city shall provide and equip the beach with standard rescue equipment. Said equipment shall be generally accepted as appropriate and necessary rescue equipment together with a working telephone in close proximity to the beach. The YMCA shall furnish a fully stocked first aid kit and lifeguard fanny packs complete with

rescue masks and additional first aid supplies. Lifeguard staff must carry a cell phone in the event of an emergency. The city shall furnish a charged AED and megaphone.

5. **Right to Terminate:** The YMCA agrees that the city shall retain the right to permanently close the beach if the city determines lifeguarding services are being provided by the YMCA are inadequate or, if because of natural disasters, high water or for other unknown reasons, it becomes necessary to close the beach on either a temporary or permanent basis. In the event the city chooses to close the beach on a permanent basis for the year, the city shall notify the YMCA, in writing, to close the beach and cancel the contract. In that event, all payments due under the terms of this contract shall be pro-rated and paid directly to the YMCA up until the date of the Notice of Termination. Any remaining portion of payments under the terms of this contract shall not require to be paid by the city to the YMCA.
6. **Insurance:** The YMCA shall provide and maintain in force throughout the term of this contract, the following insurance:
 - a. General liability insurance which shall not be in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
 - b. Worker's Compensation insurance in an amount and form to meet all applicable requirements of the labor code of the State of Minnesota.

In the event of destruction, loss or damage by fire or other casualty of any of the city owned buildings, improvements or fixtures located at the beach and the city determines it to be essential to the continued operation of this contract and which cannot be repaired reasonably within fifteen (15) days, the city, may at its option, terminate this contract. A decision by the city to terminate this contract shall be communicated in writing to the YMCA as soon as practical. If the contract is terminated, the payments to the YMCA shall be in amounts as set forth above.

Each policy of liability insurance shall contain additional named insured endorsements in the name of the City of Fergus Falls.

7. **Indemnification:** The YMCA agrees to defend and indemnify the city for all claims arising out of any act or omission of the YMCA or any other entity acting on the YMCA's behalf. The city agrees to defend and indemnify the YMCA for any claims arising out of any act or omission of the city or any employee acting on the city's behalf as it relates to the terms of this contract and lifeguarding services being provided to the city.

The YMCA agrees to further follow all state laws or rules regarding lifeguards, licensing of lifeguards and agrees lifeguards will have current certification.

8. **Minimum Hours and Lifeguards Provided:** The YMCA agrees that it shall have the duties and responsibilities to provide lifeguards during the hours of service identified above unless the beach is closed for reasons identified above. Further, the YMCA agrees that it shall maintain a minimum of 2 lifeguards on duty at the premises, during the hours of service identified above. Further, the YMCA agrees that it shall maintain a minimum of 2 lifeguards on duty at the premises providing lifeguarding services during the term of this contract.

The lifeguards will minimally clean the beach area for a period of up to 30 minutes per day. The lifeguards will also monitor and support restroom cleanliness.

The YMCA shall comply with all applicable laws, rules, regulations, and orders existing during the terms of this contract.

- 9. **Non-Assignability, Modification of Contract:** Notwithstanding any of the provisions of this contract, the parties agree that they will not assign, nor modify this contract unless said modifications or assignment is expressly agree, in writing between the parties.

Dated this _____ day of _____, 2023

CITY OF FERGUS FALLS by

Mayor

City Administrator

FERGUS FALLS YMCA by

Authorized Representative



Council Action Recommendation

Page 1 of 1

Meeting Date: May 10, 2023

Subject: Salt/Sand storage

Recommendation: Approve a contract with Greystone Construction to provide and install a 65' x 84' Atlas L 10 Series Building.

Background/Key Points: In the mid-late 90's, the City of Fergus Falls, the State of MN and Otter tail County were involved in a three-way sharing of a salt/sand storage structure and each paid 1/3 of the construction costs. The city has continued in this partnership of the structure that is located on MN DOT property on E. Douglas Ave. Otter tail County hasn't been a partner in the building for quite a few years. The State of MN has decided that its building has served its useful life and is planning to construct a new facility. While that partnership was valuable, the City owning its own building will eliminate several logistical and maintenance issues and will serve the storage needs for these materials for many years. Our construction costs will be less than what our share of the new state building would've been.

Budgetary Impact: Cost to purchase and construct the pre-engineered structure from Greystone Construction through the Sourcewell purchasing group is \$240,405 and will be paid for out of the equipment fund.

Originating Department: Public Works

Respectfully Submitted: Len Taylor

Attachments:

ORDINANCE NO. 37, EIGHTH SERIES

**AN ORDINANCE OF THE CITY OF FERGUS
FALLS, MINNESOTA, AMENDING CITY CODE
CHAPTER 90.24 NOISE VIOLATIONS OF THE
CITY CODE.**

THE CITY OF FERGUS FALLS DOES ORDAIN:

Section 1. City Code Chapter 90.24 (B) (3) is hereby amended to read as follows:

(3) *Construction activities.* No person shall engage in or permit construction activities involving the use of any kind of electric, diesel, or gas-powered machine or other power equipment during the following times:

- (a) Between the hours of 10:00 p.m. and 7:00 a.m., in non-residential zones.
- (b) Between the hours of 10:00 p.m. and 7:00 a.m. on weekdays in residential zones.
- (c) Between the hours of 9:00 p.m. and 8:00 a.m. on weekends in residential zones.

Section 2. Effective date. The effective date of this ordinance shall be the _____ day of _____, 2023.

THIS ORDINANCE was introduced on the _____ day of _____, 2023, and adopted by the City Council of the City of Fergus Falls, Minnesota, on the _____ day of _____, 2023, by the following vote:

AYES:

NAYS:

ATTEST:

APPROVED:

City Administrator

Mayor

Published in the Fergus Falls Daily Journal on _____.



Memo

Page 1 of 1

Meeting Date:

May 15th, 2023- City Council

Subject:

Lessard-Sams Outdoor Heritage Council Grant Application

Recommendation:

Approve by resolution a project application by the City of Fergus Falls to Lessards-Sams Outdoor Heritage Council by May 26, 2023.

Background/Key Points:

The Lessard-Sams Outdoor Heritage Council was established by the legislature with the responsibility of providing annual funding recommendations to the legislature from the Outdoor Heritage Fund. The council approves recommendations that directly relate to the restoration, protection, and enhancement of wetlands, prairies, forests, and habitat for fish, game, and wildlife, and that prevent forest fragmentation, encourage forest consolidation, and expand restored native prairie.

The City of Fergus Falls has several outstanding projects that may be a fit for approval by the Lessard-Sams Outdoor Heritage Council and, at the urging of our lobbyist, Joel Carlson, is currently exploring options for an application. Of note in the process is that Representative Jeff Backer, who serves as a representative for District 9A (encompassing Fergus Falls) in the MN House of Representatives, is a member of the council making grant recommendations. The City therefore feels a request may be advantageous given the uncertainty of bonding outcomes.

Budgetary Impact:

Lessard-Sams Outdoor Heritage Council does not require a specified matching amount. Instead, the proposal is expected to include “leveraged funds” or other efforts to supplement any Outdoor Heritage Fund appropriation. Staff will complete the application work as part of normal duties.

Originating Department:

Community Development

Respectfully Submitted:

Klara Beck, Community Development Manager



Memo

Page 1 of 1

Meeting Date:

May 15, 2023- City Council

Subject:

Property Tax Rebate Program

Recommendation:

Approve a program update to the City of Fergus Falls Single- and Two-Family Property Tax Rebate Program.

Background/Key Points:

The City of Fergus Falls Tax Rebate Program is active in Fergus Falls until 2024. A discussion regarding the program was held with Council at its May 11 meeting, during which Council provided feedback on directions the program could go to best serve the residents of Fergus Falls. Council agreed to explore a separate incentive program for first-time homebuyers. Council also expressed interest in the following changes:

- Define “significant rehabilitation” in program materials as “any permanent structural alteration or repair to a property’s square footage or livable space that improves it substantially, thereby increasing its overall value.”
 - Applicants will first be expected to discuss their project with the County Assessor to determine if the project yields significant enough tax base growth to support an application to the program.
 - The option to apply as a rehab property will be made available to landlords wishing to upgrade single- or two-family rental properties.
- Place a cap of \$500,000 on the estimated project valuation listed in the application.

Budgetary Impact:

N/A

Originating Department:

Community Development

Respectfully Submitted:

Klara Beck, Community Development Manager

RESOLUTION ALLOWING CLAIMS & ORDERING PAYMENT THEREOF

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

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

General

ARC DOCUMENT SOLUTIONS LLC	MAINTENANCE GIS PRINTER	217.19
AT&T MOBILITY	DATA PLANS/FIRE CHIEF PHONE	49.67
AT&T MOBILITY	DATA PLANS/PREVENTION CHIEF	44.65
AT&T MOBILITY	DATA PLANS/TRAINING CHIEF	44.65
AT&T MOBILITY	IPADS & CELL PHONE DATA	356.91
ADMINISTRATOR'S CONTINGENCY FD	APRIL SERVICE AWARD	100.00
ADMINISTRATOR'S CONTINGENCY FD	APRIL STRAW BALES	10.00
ARAMARK UNIFORM SERVICES	APRIL LINEN SUPPLY	854.02
AMERITAS	MAY DENTAL INSURANCE	4,003.98
SEAN ANDERSON	CLEANING WEEKS OF APR 24-MAY 1	436.08
AUTO VALUE - FERGUS FALLS	APRIL REPAIR UNIT 3035	13.99
AUTO VALUE - FERGUS FALLS	MAY GREASE FITTING (ARENA)	26.99
BIG AXX LLC	SHIPPING	39.51
BIG AXX LLC	77" BLADE SHARPENING	33.00
ANDREW BREMSETH	APR MILEAGE-2023 MCMA CONFEREN	125.77
CHARTER COMMUNICATIONS	CABLE 4/18-5/17	32.97
CHARTER COMMUNICATIONS	05/02-06/01/23 CABLE	44.88
MARK CHRISTOPHERSON	APR OP/MGMT ARENA	1,800.00
COLE PAPERS INC	LENS CLEANING STATIONS	148.50
COOPERS TECHNOLOGY GROUP	8 SQUAD ROOM OFFICE CHAIRS	6,546.32
COSSETTE ELECTRIC LLC	SITE WORK G.COURSE PHONE SYST	92.00
DIAMOND VOGEL PAINTS	MAY WHITE TRAFFIC PAINT	5,242.50
EMPLOYEES INSURANCE TRUST FUND	MAY HEALTH INSURANCE	104,599.42
EMPLOYEES INSURANCE TRUST FUND	MAY LIFE INSURANCE	2,819.25
EQUIPMENT FUND	APR FUEL CHARGES #3002	73.40
EQUIPMENT FUND	APR FUEL CHARGES #3006	65.09
EQUIPMENT FUND	APR FUEL CHARGES #3009	51.14
EQUIPMENT FUND	APR FUEL CHARGES #3019	67.94
EQUIPMENT FUND	APR FUEL CHARGES #3041	116.17
EQUIPMENT FUND	APR FUEL CHARGES #3042	71.18
EQUIPMENT FUND	APR REPAIRS/SERVICE #3013	258.70

General

EQUIPMENT FUND	APR REPAIRS/SERVICE #3041	92.03
EQUIPMENT FUND	BUILD SHOVEL BRACKETS (ARENA)	92.65
EQUIPMENT FUND	CUT/FAB BEAUTY RING/PLATE C/HA	55.59
EQUIPMENT FUND	FAB CORD HOLDERS/TOOL HOLDERS	315.01
EQUIPMENT FUND	FAB FLOWER POT HOLDERS	833.85
EQUIPMENT FUND	FAB SIGN POST/MAGNUSON PARK	1,343.42
EQUIPMENT FUND	FAB STOP SIGN BRACKETS	722.67
EQUIPMENT FUND	REAPIR/WELD HAND RAIL PARKING	444.72
EQUIPMENT FUND	RETRO FIT OLD LIGHT TOP ON NEW	74.12
EQUIPMENT FUND	SERVICE SRE AIR COMPRESSOR	33.69
4M FUND	APR 2023 SERVICE CHARGE	58.82
FASTENAL COMPANY	JAN ARENA RETURN HVAC FILTERS	169.26-
FASTENAL COMPANY	JAN BA TOGGLER/10-24 X 2	48.48-
FASTENAL COMPANY	MAY PARK SAFETY VENDING	80.72
FASTENAL COMPANY	MAY STREET SAFETY VENDING	80.72
FIRE SAFETY USA, INC	APRIL FIREFIGHTER GLOVES	520.00
GENERAL FUND	APRIL COPIER USE	251.20
GENERAL FUND	APRIL LONG DISTANCE CHARGES	77.34-
GENERAL FUND	APRIL POSTAGE USE	260.64
GENERAL FUND	TRANSFER APRIL COPIER USE	336.22-
GENERAL FUND	TRANSFER APRIL POSTAGE USE	517.03-
GOODIN COMPANY	APRIL STEEL HANGER BRACKETS	19.05
GREAT PLAINS NATURAL GAS CO	APRIL NATURAL GAS EXPENSE	2,421.76
HEPPNER CONSULTING, INC.	IBM I POWER 10 UPGRADE	175,859.80
HEPPNER CONSULTING, INC.	POWER 10 UPGRADE 1/3 HW MAINT.	18,050.00
HEPPNER CONSULTING, INC.	POWER 10 UPGRADE 1/3 SW MAINT.	3,416.67
HEPPNER CONSULTING, INC.	POWER 10 UPGRADE 2/3 HW MAINT.	36,100.00
HEPPNER CONSULTING, INC.	POWER 10 UPGRADE 2/3 SW MAINT.	6,833.33
HIGH POINT NETWORKS LLC	HPN MONTHLY M365/GSUITE BACKUP	228.00
HOME DEPOT CREDIT SERVICES	APR LEAK RAKE,HEDGE SHEAR,NAIL	206.77
HOME DEPOT CREDIT SERVICES	MAY CAULKING GUN/CAULK CITY HA	13.06
HOME DEPOT CREDIT SERVICES	MAY CITY HALL BUILDING SUPPLIE	71.99
HOME DEPOT CREDIT SERVICES	MAY PLASTIC MAILBOX POST	58.92
HOME DEPOT CREDIT SERVICES	MAY PVC BUSHINGS GOLF COURSE	4.80
HOME DEPOT CREDIT SERVICES	MAY STEEL BLACK MAILBOX	24.94
HOME DEPOT CREDIT SERVICES	14" CABLE TIE 100 PK	16.98
CHRIS JOHNSON	2023 SAFETY BOOT REIMBURSEMENT	125.00
LAKE REGION ELECTRIC COOP	APRIL ELECTRICITY EXPENSE	2,135.55
LAKE REGION ELECTRIC COOP	APRIL/SNOW REMOVAL/EQUIP BLDG	94.14
LAKES COUNTRY SERVICE COOP	ASBESTOS REMOVAL SERVICES	900.00
LEAGUE OF MN CITIES INS TRUST	MARCH/INDEMNITY-279883	3,600.00
LEAGUE OF MN CITIES INS TRUST	MARCH/INDEMNITY-490046	15.00
DANIEL F E LIPSON	APR MILEAGE-PEER SUPPORT TRAIN	229.26

General

LOCATORS & SUPPLIES INC	MAY CREDIT WINTER FOR SUMMER	20.00-
LOCATORS & SUPPLIES INC	MAY XXL GLOVES STREET DEPT	91.96
M-R SIGN COMPANY INC	MAY GREEN STREET SIGNS/4' SIGN	1,096.30
M-R SIGN COMPANY INC	MAY SIGN POST CAPS/DIE CUT 4"	361.50
MARCO TECHNOLOGIES LLC	CAMERAS,BRK WALL,CAT6,SERVICE	1,682.98
MARCO TECHNOLOGIES LLC	04/27-05/27/23 COPIER RENT	651.68
MIDLAND DOOR SOLUTIONS	DOOR 5 REPAIR MULTI T-HANGAR	347.50
MIDWEST PRINTING COMPANY	BUSINESS CARDS P.MUXFELDT	60.00
MN STATE COMMUNITY & TECH COLL	FEBRUARY FIREFIGHTER II SCHOOL	1,200.00
PAM MUXFELDT	MAY SUPPLIES-WRAP FEST	220.00
NEW HORIZONS ENERGY	APRIL PROPANE-MAIN TERMINAL	1,284.12
NEW HORIZONS ENERGY	APRIL PROPANE-SRE BUILDING	665.67
NYCKLEMOE & ELLIG, P.A.	MAY PROSECUTING SERVICES	9,492.50
OFFICE OF MNIT SERVICES	APRIL INTERNET USAGE	274.48
OFFICE OF MNIT SERVICES	MARCH INTERNET ACCESS	274.48
OLSON FURNITURE	BASE ADHESIVE,TIPS	34.00
OTTER TAIL POWER COMPANY	APRIL ELECTRICITY EXPENSE	36,710.77
OTTER TAIL POWER COMPANY	MARCH UTILITY BILL INSERTS	606.94
OTTER TAIL TELCOM	APRIL ADDITIONAL LISTING ENGR.	10.00
OTTER TAIL TELCOM	APRIL TELEPHONE LINES PD	270.85
OTTER TAIL TELCOM	MARCH LONG DISTANCE	3.57
OTTER TAIL TELCOM	MAY TELEPHONE EXPENSE	781.02
OTTER TAIL TELCOM	MAY TELEPHONE LINES	2,405.64
POLICE DEPT CONTINGENCY FUND	DUENOW DRE SCHOOL MEALS	297.98
POLICE DEPT CONTINGENCY FUND	FOREMAN UNIFORM PURCHASE	362.69
PRO-WEST & ASSOCIATES, INC	APRIL GIS TECHNICAL SUPPORT	588.30
PUBLIC UTILITIES DEPARTMENT	APRIL PUBLIC UTILITIES	3,242.17
PUBLIC UTILITIES DEPARTMENT	APRIL UTILITIES/522 E HAMPDEN	36.64
REDSTONE TECHNOLOGIES INC	POWER 10 MIGRATION SERVICES	6,000.00
SKY CREW SERVICES, LLC	JUNE MANAGEMENT FEES	3,500.00
SUMMIT COMPANIES	MONITORING 05/01-07/31/23	110.00
TIME CLOCK PLUS LLC	TIMECLK PLUS SUBSCR 1/24-5/26	20,576.08
TIME CLOCK PLUS LLC	TIMECLOCK PLUS 2023 SUBSCRIP	3,045.84
VERIZON WIRELESS	CELL/AIR CARDS 4/2-5/1	1,035.73
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/APR 2023	873,936.56
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/3140LJ5H5	213,850.30-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/521841XD3	57,938.63-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/7417017P5	83,601.60-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/880541G27	81,577.75-
WEST CENTRAL INITIATIVE	2023 BUDGET ALLOCATION	7,750.00
WEX	APRIL FLEX/HSA PART FEE	147.95
	F U N D T O T A L	925,090.03

P.A. General

ATLAS OUTDOOR SERVICES LLC	MAY/CBHH SNOW/LAWN CARE	1,000.00
EMPLOYEES INSURANCE TRUST FUND	MAY HEALTH INSURANCE	1,182.42
EMPLOYEES INSURANCE TRUST FUND	MAY LIFE INSURANCE	8.11
GENERAL FUND	APRIL COPIER USE	16.94
GENERAL FUND	APRIL LONG DISTANCE CHARGES	2.62
JOHNSON CONTROLS INC	MONTHLY MAINT -HVAC APR	810.04
MARCO TECHNOLOGIES LLC	04/27-05/27/23 COPIER RENT	51.89
OTTER TAIL TELCOM	MAY TELEPHONE LINES	6.35
SERVICEMASTER CLEANING &	MOLD MITIGATION -RM 170 & 171	1,426.23
SUMMIT COMPANIES	MONTHLY MONITORING -MAY	34.00
TIME CLOCK PLUS LLC	TIMECLOCK PLUS 2023 SUBSCRIP	27.44
WEX	APRIL FLEX/HSA PART FEE	3.30
	F U N D T O T A L	4,569.34

Regional Treatment Center-City Operated

OTTER TAIL POWER COMPANY	APRIL ELECTRICITY EXPENSE	258.81
	F U N D T O T A L	258.81

Public Library

ARAMARK UNIFORM SERVICES	APRIL LINEN SUPPLY	5.24
BAKER & TAYLOR INC	BOOKS	2,222.28
BAKER & TAYLOR INC	FREIGHT SURCHARGE	22.23
BAKER & TAYLOR INC	PROCESSING	163.68
EMPLOYEES INSURANCE TRUST FUND	MAY HEALTH INSURANCE	6,748.72
EMPLOYEES INSURANCE TRUST FUND	MAY LIFE INSURANCE	54.42
GENERAL FUND	APRIL LONG DISTANCE CHARGES	27.87
GREAT PLAINS NATURAL GAS CO	APRIL NATURAL GAS EXPENSE	65.10
HOME DEPOT CREDIT SERVICES	MAY CAULK GUN/SILICONE JUSTIN	22.95
HOOPLA	DIGITAL CONTENT	999.88
MAGAZINE SUBSCRIPTION SERVICE	PERIODICALS	41.95
OTTER TAIL POWER COMPANY	APRIL ELECTRICITY EXPENSE	3,058.96
OTTER TAIL TELCOM	APRIL LIBRARY FAX LINE	37.75
OTTER TAIL TELCOM	MAY TELEPHONE EXPENSE	146.20

Public Library

OTTER TAIL TELCOM	MAY TELEPHONE LINES	76.15
PUBLIC UTILITIES DEPARTMENT	APRIL PUBLIC UTILITIES	298.73
TIME CLOCK PLUS LLC	TIMECLOCK PLUS 2023 SUBSCRIP	631.12
US BANK EQUIPMENT FINANCE	04/20-05/20/23 COPIER LEASE	895.98
US BANK EQUIPMENT FINANCE	04/21-05/21/23 COPIER LEASE	441.39
WEX	APRIL FLEX/HSA PART FEE	15.26
	F U N D T O T A L	15,975.86

Bigwood Event Center

ARAMARK	MAY LINEN SUPPLY	457.54
BJORN'S HEATING & AIR COND INC	REPL.PRESSURE RELIEF VALVE	369.00
EMPLOYEES INSURANCE TRUST FUND	MAY HEALTH INSURANCE	689.24
GENERAL FUND	APRIL LONG DISTANCE CHARGES	.03
GREAT PLAINS NATURAL GAS CO	APRIL NATURAL GAS EXPENSE	1,578.56
MARCO TECHNOLOGIES LLC	04/29-05/29/23 COPIER RENT	126.20
OTTER TAIL POWER COMPANY	APRIL ELECTRICITY EXPENSE	1,951.53
OTTER TAIL TELCOM	APRIL INTERNET ACCESS BW	91.64
OTTER TAIL TELCOM	MAY TELEPHONE LINES	198.44
PUBLIC UTILITIES DEPARTMENT	APRIL PUBLIC UTILITIES	506.64
SHI INTERNATIONAL CORP	APR DIGI PORTSERVER TS4 4 PORT	601.00
SHI INTERNATIONAL CORP	APR EATON SP 2200VA RACK/TOWER	2,839.03
TWEETON REFRIGERATION	APRIL ICE MACHINE RENTAL	180.00
TIME CLOCK PLUS LLC	TIMECLOCK PLUS 2023 SUBSCRIP	27.44
VINCO INC	BIGWOOD AVI PROJECT	633.59
WEX	APRIL FLEX/HSA PART FEE	2.75
	F U N D T O T A L	10,252.63

IRP Revolving Loan

GENERAL FUND	APRIL COPIER USE	6.58
GENERAL FUND	APRIL POSTAGE USE	4.80
U S BANK	MAY 2023 NSF/OXENFREE LOAN INT	70.89
U S BANK	MAY 2023 NSF/OXENFREE LOAN PRI	17,012.88
	F U N D T O T A L	17,095.15

CDBG/HUD Revolving Loan

ADMINISTRATOR'S CONTINGENCY FD	RECORD MORTGAGE SATISFACTION	46.00
AMERICAN WATERWORKS	REPAIR FOUNDATION/2454 COLLEGE	3,200.18
GENERAL FUND	APRIL COPIER USE	17.34
	F U N D T O T A L	3,263.52

P.I.R. Bond and Interest 2009

NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/INTEREST	3,900.00
	F U N D T O T A L	3,900.00

P.I.R. Bond and Interest 2012B

NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/INTEREST	9,775.00
	F U N D T O T A L	9,775.00

G.O. Capital Improvement 2010A

NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/INTEREST	5,800.00
	F U N D T O T A L	5,800.00

Capital Improvement Bond and Interest 2012C

NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/INTEREST	41,250.00
	F U N D T O T A L	41,250.00

G.O. Sales Tax Rev. Bonds, Series 2017

NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/INTEREST	18,000.00
	F U N D T O T A L	18,000.00

G.O. Equipment Certificates, Series 2020A

NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/INTEREST	5,250.00
	F U N D T O T A L	5,250.00

Capital Improvement

BENTZ/THOMPSON/RIETOW INC	INVESTIGATION,SURVEY GRAD/PAVE	8,015.00
BENTZ/THOMPSON/RIETOW INC	SURVEY ADJUSTMENTS EX.ROOF	1,500.00
BOLTON & MENK INC	PROF SERV. 3/18/23 TO 4/14/23	6,841.50
BOLTON & MENK INC	PROF SERV/DELAGOON PARK IMP.	17,841.00
COMSTOCK CONSTRUCTION INC	PAY APP. NO. 4	156,710.10
JLG ARCHITECTS	PROF SERVICE ENDING 2/28/2023	14,094.00
JLG ARCHITECTS	PROF SERVICE ENDING 3/31/2023	57,419.32
MOORE ENGINEERING INC	FINAL ENG.BID/NEG.REBID	15,522.50
MOORE ENGINEERING INC	PROF SERV.STANTON AVE RECONST.	44,765.00
PEMBERTON LAW, P.L.L.P.	DAIRY APPRAISAL MATTER	3,623.00
TAFT STETTINIUS HOLLISTER LLP	2022 CONTRACT MATTER	6,199.65
	F U N D T O T A L	332,531.07

Airport Capital Improvement

FERGUS HOME & HARDWARE	RETAINAGE/FLOOR PROJECT	1,095.00
	F U N D T O T A L	1,095.00

Liquor Store

Liquor Store

AL'S REFRIGERATION, INC.	MARCH REPLACE DOOR CLOSURE #14	398.00
ARAMARK UNIFORM SERVICES	APRIL LINEN SUPPLY	244.69
M AMUNDSON LLP	MAY/CIGARS	1,308.89
ARTISAN BEER COMPANY	APRIL/BEER	1,351.15
ARTISAN BEER COMPANY	MAY/BEER	1,971.60
ARTISAN BEER COMPANY	MAY/MIX	73.80
BELLBOY CORPORATION	APRIL/FREIGHT	66.23
BELLBOY CORPORATION	APRIL/LIQUOR	3,071.90
BELLBOY CORPORATION	APRIL/MISC PURCHASES-COOLERS	72.00
BELLBOY CORPORATION	APRIL/MIX	150.70
BELLBOY CORPORATION	APRIL/WINE	1,188.00
BELLBOY CORPORATION	MAY/FREIGHT	43.95
BELLBOY CORPORATION	MAY/LIGHTERS, COOLERS	212.00
BELLBOY CORPORATION	MAY/LIQUOR	1,685.50
BELLBOY CORPORATION	MAY/MIX	135.00
BELLBOY CORPORATION	MAY/WINE	336.00
BEVERAGE WHOLESALERS INC	APRIL/BEER	20,210.04
BEVERAGE WHOLESALERS INC	APRIL/LIQUOR	1,423.85
BEVERAGE WHOLESALERS INC	APRIL/MIX	161.25
BEVERAGE WHOLESALERS INC	APRIL/WINE	313.60
BEVERAGE WHOLESALERS INC	MAY/BEER	54,802.99
BEVERAGE WHOLESALERS INC	MAY/LIQUOR	334.20
BEVERAGE WHOLESALERS INC	MAY/MIX	129.10
BEVERAGE WHOLESALERS INC	MAY/WINE	332.70
BLUE CLOUD OF BURNSVILLE, MN	APRIL/BEER	676.00
BLUE CLOUD OF BURNSVILLE, MN	FEBRUARY/BEER	676.00
BLUE CLOUD OF BURNSVILLE, MN	JANUARY/BEER	1,899.25-
BLUE CLOUD OF BURNSVILLE, MN	MAY/BEER	1,267.50
BRAUN VENDING INC	MAY WATER COOLER RENT	7.00
BRAUN VENDING INC	MAY/SUPPLIES-WATER	49.00
BREAKTHRU BEVERAGE MINNESOTA	APRIL/FREIGHT	.24-
BREAKTHRU BEVERAGE MINNESOTA	APRIL/LIQUOR	11.23-
BREAKTHRU BEVERAGE MINNESOTA	MAY/FREIGHT	1,126.04
BREAKTHRU BEVERAGE MINNESOTA	MAY/LIQUOR	53,613.92
BREAKTHRU BEVERAGE MINNESOTA	MAY/MIX	408.07
BREAKTHRU BEVERAGE MINNESOTA	MAY/WINE	1,792.00
CAYAN	APRIL 2023 CR CD FEES	14,246.06
COPPER TRAIL BREWING CO	APRIL/BEER	434.76
BRANDON CURRIE	2023 BUYERS TRIP	1,894.04
D-S BEVERAGES, INC.	APRIL/BEER	11,358.00
D-S BEVERAGES, INC.	APRIL/LIQUOR	38.92
D-S BEVERAGES, INC.	APRIL/MIX	67.50
D-S BEVERAGES, INC.	MAY/BEER	37,952.00

Liquor Store

D-S BEVERAGES, INC.	MAY/LIQUOR	463.72
D-S BEVERAGES, INC.	MAY/MIX	191.45
DACOTAH PAPER CO	APR SQUEEGEE FRONT/REAR E17	182.50
MARGO DENBROOK	MAY COATED RUBBER GLOVES	11.97
EMPLOYEES INSURANCE TRUST FUND	MAY HEALTH INSURANCE	8,617.22
EMPLOYEES INSURANCE TRUST FUND	MAY LIFE INSURANCE	23.33
FERGUS BREWING COMPANY LLC	MAY/BEER	877.00
GENERAL FUND	APRIL LONG DISTANCE CHARGES	2.48
GREAT PLAINS NATURAL GAS CO	APRIL NATURAL GAS EXPENSE	663.95
JOHNSON BROTHERS LIQUOR CO	MAY/FREIGHT	265.17
JOHNSON BROTHERS LIQUOR CO	MAY/LIQUOR	3,734.85
JOHNSON BROTHERS LIQUOR CO	MAY/MIX	538.75
JOHNSON BROTHERS LIQUOR CO	MAY/WINE	7,134.60
JUNKYARD BREWING COMPANY LLC	MAY/BEER	896.00
LIQUOR STORE	RECEIPT MAY RENT	358.00-
MAVERICK WINE LLC	MAY/FREIGHT	10.00
MAVERICK WINE LLC	MAY/LIQUOR	452.04
OTTER TAIL POWER COMPANY	APRIL ELECTRICITY EXPENSE	3,339.53
OTTER TAIL TELCOM	MAY TELEPHONE EXPENSE	310.85
OTTER TAIL TELCOM	MAY TELEPHONE LINES	83.46
PHILLIPS WINE & SPIRITS CO	MAY/FREIGHT	354.47
PHILLIPS WINE & SPIRITS CO	MAY/LIQUOR	15,782.56
PHILLIPS WINE & SPIRITS CO	MAY/MIX	569.60
PHILLIPS WINE & SPIRITS CO	MAY/WINE	2,609.70
PUBLIC UTILITIES DEPARTMENT	APRIL PUBLIC UTILITIES	459.00
SMALL LOT MN	MAY/FREIGHT	18.00
SMALL LOT MN	MAY/LIQUOR	1,661.40
SMALL LOT MN	MAY/WINE	1,367.68
SOUTHERN GLAZER'S OF MN	MAY/FREIGHT	200.11
SOUTHERN GLAZER'S OF MN	MAY/LIQUOR	8,203.35
SOUTHERN GLAZER'S OF MN	MAY/MIX	162.00
SOUTHERN GLAZER'S OF MN	MAY/WINE	1,789.00
TIME CLOCK PLUS LLC	TIMECLOCK PLUS 2023 SUBSCRIP	439.04
VINOCOPIA INC	MAY/FREIGHT	22.50
VINOCOPIA INC	MAY/LIQUOR	250.75
VINOCOPIA INC	MAY/MIX	280.00
WEX	APRIL FLEX/HSA PART FEE	23.24
WINE MERCHANTS INC	MAY/FREIGHT	19.00
WINE MERCHANTS INC	MAY/WINE	467.10
	F U N D T O T A L	275,832.60

Refuse Disposal

ARAMARK UNIFORM SERVICES	APRIL LINEN SUPPLY	254.89
WASTE MANAGEMENT	04/16-04/30/23 PRO SERVICES	4,724.63
EMPLOYEES INSURANCE TRUST FUND	MAY HEALTH INSURANCE	15,180.25
EMPLOYEES INSURANCE TRUST FUND	MAY LIFE INSURANCE	64.21
EQUIPMENT FUND	CUT OF OLD HINGE/REPLACE	111.18
EQUIPMENT FUND	FIX BROKEN HINGE ON SWINGING G	74.12
EQUIPMENT FUND	REPAIR REAR DOOR/STRENGTHEN RO	259.42
FASTENAL COMPANY	MAY REFUSE SAFETY VENDING	80.72
GENERAL FUND	APRIL LONG DISTANCE CHARGES	.23
MARCO TECHNOLOGIES LLC	04/27-05/27/23 COPIER RENT	194.74
NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/FEES	495.00
NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/INTEREST	26,090.63
OLYMPIC SALES INC	APR 3 YARD RL DUMPSTER	3,750.00
OLYMPIC SALES INC	APR 6 YARD RL DUMPSTER	5,670.00
OTTER TAIL COUNTY TREASURER	APRIL TIPPING FEES	84,851.35
OTTER TAIL POWER COMPANY	APRIL ELECTRICITY EXPENSE	157.62
OTTER TAIL POWER COMPANY	MARCH SERVICE-MAIL BILLS	77.17
OTTER TAIL TELCOM	MAY TELEPHONE EXPENSE	142.65
OTTER TAIL TELCOM	MAY TELEPHONE LINES	25.38
U.S. POSTMASTER	MAY POSTAGE	3,000.00
PUBLIC UTILITIES DEPARTMENT	APRIL PUBLIC UTILITIES	1,013.09
REVTRAK INC	APRIL 2023 CR CD FEES	2,908.30
TIME CLOCK PLUS LLC	TIMECLOCK PLUS 2023 SUBSCRIP	246.96
WASTEWATER TREATMENT FUND	APR ASH CELL LEACHATE	189.00
WASTEWATER TREATMENT FUND	APR DEMO CELL LEACHATE	2,868.75
WEX	APRIL FLEX/HSA PART FEE	16.50
	F U N D T O T A L	152,446.79

Sewage Treatment

ARAMARK UNIFORM SERVICES	APRIL LINEN SUPPLY	194.86
COSSETTE ELECTRIC LLC	APR SHUTDOWN TO PRESS BLDG	524.64
COSSETTE ELECTRIC LLC	MAY SITE WORK	230.00
COSSETTE ELECTRIC LLC	MAY TROUBLE SHOT LIFT STATION	400.50
EMPLOYEES INSURANCE TRUST FUND	MAY HEALTH INSURANCE	11,009.06
EMPLOYEES INSURANCE TRUST FUND	MAY LIFE INSURANCE	43.94
EQUIPMENT FUND	FAB SS PIPE STANDS (WWTP)	1,556.52
FASTENAL COMPANY	MAY SEWER SAFETY VENDING	80.71
GENERAL FUND	APRIL LONG DISTANCE CHARGES	9.97

Sewage Treatment

GOODIN COMPANY	APRIL RUBBER FLANGE GASKETS	12.46
GOPHER STATE ONE CALL	APR BILLABLE TICKETS	46.35
GREAT PLAINS NATURAL GAS CO	APRIL NATURAL GAS EXPENSE	2,141.66
HAWKINS INC	APR SULFUR DIOXIDE CYLINDERS	50.00
LAKE REGION ELECTRIC COOP	APRIL ELECTRICITY EXPENSE	190.06
LOCATORS & SUPPLIES INC	APR KNIT COATED GLOVES	31.94
LOCATORS & SUPPLIES INC	MAY GREEN/BLUE MARKING PAINT	431.92
MARCO TECHNOLOGIES LLC	04/27-05/27/23 COPIER RENT	194.74
OTTER TAIL POWER COMPANY	APRIL ELECTRICITY EXPENSE	8,548.94
OTTER TAIL POWER COMPANY	MARCH SERVICE-MAIL BILLS	77.16
OTTER TAIL TELCOM	MAY TELEPHONE EXPENSE	144.96
OTTER TAIL TELCOM	MAY TELEPHONE LINES	25.38
PLUNKETT'S PEST CONTROL INC.	MAY SPRING/FALL EXTERIOR PLAN	21.40
U.S. POSTMASTER	MAY POSTAGE	3,000.00
PROTECH CONTRACTING SERVICES	MAY LL PAINT PRETREATMENT BLDG	27,000.00
PUBLIC UTILITIES DEPARTMENT	APRIL PUBLIC UTILITIES	2,489.90
RMB ENVIRONMENTAL LABORATORIES	APR ANALYSIS	1,259.76
RMB ENVIRONMENTAL LABORATORIES	MAY ANALYSIS	499.20
REVTRAK INC	APRIL 2023 CR CD FEES	2,908.30
SPEE*DEE DELIVERY SERVICE INC	APR SHIPPING	34.79
SPEE*DEE DELIVERY SERVICE INC	APR STANDARD SHIPPING	69.29
TIME CLOCK PLUS LLC	TIMECLOCK PLUS 2023 SUBSCRIP	164.64
VESSCO INC.	APR SWITCHOVER UNIT	713.10
WASTEWATER TREATMENT FUND	RECEIPT TO APRIL LEACHATE	3,057.75-
WEX	APRIL FLEX/HSA PART FEE	13.75
	F U N D T O T A L	61,062.15

Water

ADMINISTRATOR'S CONTINGENCY FUND	APRIL UTILITIES REFUND	177.76
ADMINISTRATOR'S CONTINGENCY FUND	MAY UTILITIES REFUND	71.78
ADMINISTRATOR'S CONTINGENCY FUND	MAY VOID CHECK #17587	6.21-
ARAMARK UNIFORM SERVICES	APRIL LINEN SUPPLY	128.62
AUTO VALUE - FERGUS FALLS	MAY STONE SET (TOM L)	5.99
COOPERS TECHNOLOGY GROUP	MAY 2-POCKETS FOLDERS	16.15
COSSETTE ELECTRIC LLC	MAY CONNECT CARBON PUMP MOTOR	92.00
EMPLOYEES INSURANCE TRUST FUND	MAY HEALTH INSURANCE	8,010.15
EMPLOYEES INSURANCE TRUST FUND	MAY LIFE INSURANCE	57.46
EQUIPMENT FUND	FAB NEW GROUND PROBES UTILITIE	129.71

Water

EQUIPMENT FUND	FAB/WELD EYEWASH STATION STAND	222.36
FASTENAL COMPANY	MAY WATER SAFETY VENDING	80.71
FASTENAL COMPANY	MAY 5/8" S/S BOLTS/NUTS	11.56
GENERAL FUND	APRIL COPIER USE	44.16
GENERAL FUND	APRIL LONG DISTANCE CHARGES	11.04
GENERAL FUND	APRIL POSTAGE USE	251.59
GOIN' POSTAL FERGUS FALLS	APR SHIPPING	33.59
GOIN' POSTAL FERGUS FALLS	MAY SHIPPING	30.68
GOPHER STATE ONE CALL	APR BILLABLE TICKETS	46.35
HAWKINS INC	APR ACTIVATED CARBON-PAC	10,304.38
HAWKINS INC	APR AMMONIA ANHYDROUS	411.60
HAWKINS INC	APR CHLORINATOR REBUILD/PARTS	623.72
HAWKINS INC	APR CHLORINE	2,214.00
HAWKINS INC	APR CYLINDERS	30.00
HAWKINS INC	APR FERRIC SULFATE 12% IRON	2,030.27
HAWKINS INC	APR LPC-5	2,257.20
MARCO TECHNOLOGIES LLC	04/27-05/27/23 COPIER RENT	275.07
NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/INTEREST	10,475.00
OLSON OIL COMPANY INC	MAY 20LB PROPANE TANK (UTILIT)	21.48
OTTER TAIL POWER COMPANY	APRIL ELECTRICITY EXPENSE	4,678.10
OTTER TAIL POWER COMPANY	MARCH SERVICE-MAIL BILLS	77.16
OTTER TAIL TELCOM	MAY TELEPHONE EXPENSE	161.18
OTTER TAIL TELCOM	MAY TELEPHONE LINES	25.38
U.S. POSTMASTER	MAY POSTAGE	3,000.00
PUBLIC UTILITIES DEPARTMENT	APRIL PUBLIC UTILITIES	180.06
REVTRAK INC	APRIL 2023 CR CD FEES	2,908.30
TIME CLOCK PLUS LLC	TIMECLOCK PLUS 2023 SUBSCRIP	274.40
WEX	APRIL FLEX/HSA PART FEE	22.00
	F U N D T O T A L	49,384.75

Storm Water

COSSETTE ELECTRIC LLC	MAY MN MOTOR STORM LIFT STATIO	238.66
ESRI INC	05/04/23-05/03/24 SUBSCRIPTION	220.00
GOPHER STATE ONE CALL	APR BILLABLE TICKETS	46.35
OTTER TAIL POWER COMPANY	APRIL ELECTRICITY EXPENSE	147.60
OTTER TAIL POWER COMPANY	MARCH UTILITY BILL INSERTS	121.39
PRO-WEST & ASSOCIATES, INC	GIS TECH SUPPORT SERVICE	451.76
	F U N D T O T A L	1,225.76

Equipment

ARAMARK UNIFORM SERVICES	APRIL LINEN SUPPLY	333.72
AMERICAN WELDING & GAS, INC	MAY CYLINDER LEASE INVOICE	3,173.90
AMERICAN WELDING & GAS, INC	MAY FAB SHOP SUPPLY ORDER	164.16
AUTO VALUE - FERGUS FALLS	MAY AIR FILTER UNIT 214	53.17
AUTO VALUE - FERGUS FALLS	MAY AIR FILTER UNIT 238	18.11
AUTO VALUE - FERGUS FALLS	MAY AIR FILTER UNIT 6	10.99
AUTO VALUE - FERGUS FALLS	MAY AIR FITLERS UNIT 958	44.92
AUTO VALUE - FERGUS FALLS	MAY BLOCK HEATER UNIT 263	118.98
AUTO VALUE - FERGUS FALLS	MAY BRAKE CLEANER/STARTING FLU	101.76
AUTO VALUE - FERGUS FALLS	MAY COOLANT RESERVIOR U-2091	82.99
AUTO VALUE - FERGUS FALLS	MAY CREDIT RETURNED EXH ELBOW	93.98-
AUTO VALUE - FERGUS FALLS	MAY CREDIT RETURNED PARTS	132.64-
AUTO VALUE - FERGUS FALLS	MAY DEGREASERS (CITY SHOP)	22.47
AUTO VALUE - FERGUS FALLS	MAY DEXRON VI TRANS FLUID 2091	95.87
AUTO VALUE - FERGUS FALLS	MAY FUEL FILTERS UNIT 954	52.37
AUTO VALUE - FERGUS FALLS	MAY HITCH PINS (SHOP)	21.98
AUTO VALUE - FERGUS FALLS	MAY HOTSHOT DIESEL ADDITIVE	23.28
AUTO VALUE - FERGUS FALLS	MAY HYD FITTINGS FLAT- FACE	23.78
AUTO VALUE - FERGUS FALLS	MAY J-B WELD (SHOP)	8.99
AUTO VALUE - FERGUS FALLS	MAY LAMP BULB UNIT 2049	31.98
AUTO VALUE - FERGUS FALLS	MAY LUG NUT UNIT 31	3.49
AUTO VALUE - FERGUS FALLS	MAY PURGE CANISTER/VALVE U2049	84.24
AUTO VALUE - FERGUS FALLS	MAY PURPLE 50/50 ANTI FREEZE	51.96
AUTO VALUE - FERGUS FALLS	MAY SEA FOAM TUNE UP (SHOP)	107.88
AUTO VALUE - FERGUS FALLS	MAY SHOCKS AND TRANS FILTER	174.98
AUTO VALUE - FERGUS FALLS	MAY STEERING ANGLE SENSOR U-49	46.26
AUTO VALUE - FERGUS FALLS	MAY STOCK FILTER ORDER	99.83
AUTO VALUE - FERGUS FALLS	MAY STOCK FUEL FILTER	12.29
AUTO VALUE - FERGUS FALLS	MAY STOCK HYD HOSE 1/4"	354.00
AUTO VALUE - FERGUS FALLS	MAY STOCK OIL FILTERS	8.82
AUTO VALUE - FERGUS FALLS	MAY STOPLIGHT SWITCH U-2049	18.04
AUTO VALUE - FERGUS FALLS	MAY 5/8" HITCH PINS	21.98
AUTO VALUE - FERGUS FALLS	MAY 85W140 GEAR OIL U-954	21.98
CODY BAUER	APR MEAL REIMBURSEMENT	13.97
BIG JOHN'S CARPRO INC	MAY REPAIR RADIATOR U-239	140.00
COSSETTE ELECTRIC LLC	MAY FUEL PUMPS-EM STOP BUTTONS	1,200.00
EMPLOYEES INSURANCE TRUST FUND	MAY HEALTH INSURANCE	6,892.66
EMPLOYEES INSURANCE TRUST FUND	MAY LIFE INSURANCE	27.04
EQUIPMENT FUND	APR FUEL USAGE	444.92-
EQUIPMENT FUND	APR REPAIRS/SERVICE	7,898.33-
EQUIPMENT FUND	INSTALL BELT/ADJ/CLEAN BAND SA	92.65
EQUIPMENT FUND	UPDATE ADD NEW BULK OIL TANKS	1,185.92
FARGO FREIGHTLINER	MAY POWER STEERING RESERVIOR	93.86

Equipment

JOHN DEERE FINANCIAL	MAY BULK DEF FLUID (SHOP)	517.40
JOHN DEERE FINANCIAL	MAY CAP SCREWS UNIT 951	44.61
JOHN DEERE FINANCIAL	MAY DECK PARTS UNIT 945	669.62
JOHN DEERE FINANCIAL	MAY HEADLIGHT ROCKER SWITCH	61.54
JOHN DEERE FINANCIAL	MAY RELAY UNIT 953	20.26
JOHN DEERE FINANCIAL	MAY STOCK DECK WHEEL/HARDWARE	221.34
FASTENAL COMPANY	MAY DOUBLE TROLLY WASH BAY CUR	80.00
FASTENAL COMPANY	MAY FLEET SAFETY VENDING	45.71
FASTENAL COMPANY	MAY STOCK 1/2" HARDWARE ORDER	23.01
GENERAL FUND	APRIL LONG DISTANCE CHARGES	14.33
NAPA AUTO PARTS - FERGUS FALLS	MAY BATTERY CABLES U-214	13.49
GRAINGER INC	MAY WASH HOSE NOZZLE (SHOP)	12.50
GREAT PLAINS NATURAL GAS CO	APRIL NATURAL GAS EXPENSE	2,128.93
LAKEWAY EXPRESS LLC	MAY NON OXYGENATED FUEL DELAGO	76.45
LOCATORS & SUPPLIES INC	MAY AMBER MAG MNT LED LIGHT	25.00
LOCATORS & SUPPLIES INC	MAY BOX TYPE BRACKETS U-65	109.94
MTI DISTRIBUTING INC	MAY TROUBLESHOOT/REPAIR INOP	2,586.81
MARCO TECHNOLOGIES LLC	04/27-05/27/23 COPIER RENT	77.32
MINNESOTA MOTOR COMPANY	APRIL CAR WASHES	40.00
MINNESOTA MOTOR COMPANY	MAY DRIVERS MIRROR UNIT 3006	415.49
NELSON AUTO CENTER	2023 FORD INTERCEPTOR #2102	37,920.00
NELSON INTERNATIONAL	APR FRONT SHOCKS UNIT 240	250.22
NELSON INTERNATIONAL	JAN CREDIT RETURNED DRUMS	624.84-
NELSON INTERNATIONAL	JAN CREDIT RETURNED LATCH	23.52-
NELSON INTERNATIONAL	JAN STOP LAMP SWITCH U-241	79.30
NELSON INTERNATIONAL	MAY RADIATOR UNIT 241	552.02
OLSON OIL COMPANY INC	APR #2 RED PREM DIESEL (SHOP)	23,632.60
OTTER TAIL POWER COMPANY	APRIL ELECTRICITY EXPENSE	1,987.88
OTTER TAIL TELCOM	MAY TELEPHONE EXPENSE	35.75
OTTER TAIL TELCOM	MAY TELEPHONE LINES	57.12
POLICE DEPT CONTINGENCY FUND	GAS 2082	80.72
POLICE DEPT CONTINGENCY FUND	2102 TITLE TRANSFER	25.00
POMP'S TIRE SERVICE INC	MAY STOCK TIRE ORDER/RECON WHE	1,231.06
PRODUCTIVITY PLUS ACCOUNT	MAY FUEL TANK UNIT 498	1,605.27
PUBLIC UTILITIES DEPARTMENT	APRIL PUBLIC UTILITIES	655.55
SANITATION PRODUCTS INC	MAY REAR LOAD COMPACTOR PARTS	921.97
SWANSTON EQUIPMENT CO	MAY BUSHING UNIT 238	242.96
TENNANT SALES AND SERVICE CO	APR AIR FILTER UNIT 1171	165.00
TIME CLOCK PLUS LLC	TIMECLOCK PLUS 2023 SUBSCRIP	109.76
WALLWORK TRUCK CENTER F.F.	MAY BRAKE DRUM/SHOES U-826	801.74
WALLWORK TRUCK CENTER F.F.	MAY PRESSURE PROTECTION VALVE	32.68
WALLWORK TRUCK CENTER F.F.	MAY STARTER UNIT 214	414.64
WEX	APRIL FLEX/HSA PART FEE	5.50

Equipment

F U N D T O T A L	83,807.53
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Employees Insurance

EMPLOYEES INSURANCE TRUST FUND	RECEIPT MAY HEALTH INSURANCE	162,929.14-
EMPLOYEES INSURANCE TRUST FUND	RECEIPT MAY LIFE INSURANCE	3,097.76-
HILDI INC USI	01/01/2023 ACTUARIAL STUDY	4,925.00
LAKES COUNTRY SVC COOP	MAY HEALTH INSURANCE	178,633.34
F U N D T O T A L		17,531.44

Flexible Benefit Agency

WEX	2023 FLEX PLAN REIMB	4,486.19
F U N D T O T A L		4,486.19

PEG Access

LIQUOR STORE	MAY RENT	358.00
OTTER TAIL POWER COMPANY	APRIL ELECTRICITY EXPENSE	88.34
OTTER TAIL TELCOM	MAY TELEPHONE EXPENSE	221.65
F U N D T O T A L		667.99

Fergus Falls Convention and Visitor's Bureau, Inc.

A CENTER FOR THE ARTS	2023 MICRO GRANT AWARD	1,000.00
ESULTANTS WEB SERVICES	1 YEAR DOMAIN NAME RENEWAL	250.00
F.F. AREA CHAMBER OF COMMERCE	2023 MICRO GRANT AWARD	500.00

5/15/2023

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

Fergus Falls Convention and Visitor's Bureau, Inc.

GENERAL FUND	APRIL LONG DISTANCE CHARGES	8.77
HILLCREST LUTHERAN ACADEMY	2023 MICRO GRANT AWARD	1,000.00
OTTER TAIL TELCOM	MAY TELEPHONE LINES	19.04
PHELPS MILL FESTIVAL	2023 MICRO GRANT AWARD	1,000.00
RICHES PROPERTIES LLC	JUNE RENT	525.00
SIGN GUYS LLC	MAY SIGN FOR BLDG-NEW LOCATION	1,405.31
STEEL WHEELS	2023 MICRO GRANT AWARD	500.00
SUMMERFEST	2023 MICRO GRANT AWARD	1,000.00
VERIZON WIRELESS	MAY CELL PHONE EXPENSE	112.38
	F U N D T O T A L	7,320.50

T O T A L A L L F U N D S 2,047,872.11

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 15 DAY OF MAY 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

5/15/2023

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

4M FUND	58.82
OTTER TAIL COUNTY TREASURER	84,851.35
ARC DOCUMENT SOLUTIONS LLC	217.19
AT&T MOBILITY	495.88
ADMINISTRATOR'S CONTINGENCY FD	399.33
AL'S REFRIGERATION, INC.	398.00
ARAMARK UNIFORM SERVICES	2,016.04
ARAMARK	457.54
AMERICAN WATERWORKS	3,200.18
AMERICAN WELDING & GAS, INC	3,338.06
AMERITAS	4,003.98
M AMUNDSON LLP	1,308.89
SEAN ANDERSON	436.08
ARTISAN BEER COMPANY	3,396.55
ATLAS OUTDOOR SERVICES LLC	1,000.00
AUTO VALUE - FERGUS FALLS	1,537.74
BAKER & TAYLOR INC	2,408.19
CODY BAUER	13.97
BELLBOY CORPORATION	6,961.28
BENTZ/THOMPSON/RIETOW INC	9,515.00
BEVERAGE WHOLESALERS INC	77,707.73
BIG AXX LLC	72.51
BIG JOHN'S CARPRO INC	140.00
BJORN'S HEATING & AIR COND INC	369.00
BLUE CLOUD OF BURNSVILLE, MN	720.25
BOLTON & MENK INC	24,682.50
BRAUN VENDING INC	56.00
BREAKTHRU BEVERAGE MINNESOTA	56,928.56
ANDREW BREMSETH	125.77
CAYAN	14,246.06
A CENTER FOR THE ARTS	1,000.00
CHARTER COMMUNICATIONS	77.85
MARK CHRISTOPHERSON	1,800.00
COLE PAPERS INC	148.50
COMSTOCK CONSTRUCTION INC	156,710.10
COOPERS TECHNOLOGY GROUP	6,562.47
COPPER TRAIL BREWING CO	434.76
COSSETTE ELECTRIC LLC	2,777.80
BRANDON CURRIE	1,894.04
D-S BEVERAGES, INC.	50,071.59
DACOTAH PAPER CO	182.50
WASTE MANAGEMENT	4,724.63
MARGO DENBROOK	11.97
DIAMOND VOGEL PAINTS	5,242.50
ESRI INC	220.00
ESULTANTS WEB SERVICES	250.00
FARGO FREIGHTLINER	93.86

5/15/2023

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

JOHN DEERE FINANCIAL	1,534.77
FASTENAL COMPANY	346.12
FERGUS BREWING COMPANY LLC	877.00
F.F. AREA CHAMBER OF COMMERCE	500.00
FERGUS HOME & HARDWARE	1,095.00
FIRE SAFETY USA, INC	520.00
NAPA AUTO PARTS - FERGUS FALLS	13.49
GOIN' POSTAL FERGUS FALLS	64.27
GOODIN COMPANY	31.51
GOPHER STATE ONE CALL	139.05
GRAINGER INC	12.50
GREAT PLAINS NATURAL GAS CO	8,999.96
HAWKINS INC	17,921.17
HEPPNER CONSULTING, INC.	240,259.80
HIGH POINT NETWORKS LLC	228.00
HILDI INC USI	4,925.00
HILLCREST LUTHERAN ACADEMY	1,000.00
HOME DEPOT CREDIT SERVICES	420.41
HOOPLA	999.88
JLG ARCHITECTS	71,513.32
JOHNSON BROTHERS LIQUOR CO	11,673.37
CHRIS JOHNSON	125.00
JOHNSON CONTROLS INC	810.04
JUNKYARD BREWING COMPANY LLC	896.00
LAKE REGION ELECTRIC COOP	2,419.75
LAKES COUNTRY SERVICE COOP	900.00
LAKES COUNTRY SVC COOP	178,633.34
LAKEWAY EXPRESS LLC	76.45
LEAGUE OF MN CITIES INS TRUST	3,615.00
DANIEL F E LIPSON	229.26
LOCATORS & SUPPLIES INC	670.76
M-R SIGN COMPANY INC	1,457.80
MTI DISTRIBUTING INC	2,586.81
MAGAZINE SUBSCRIPTION SERVICE	41.95
MARCO TECHNOLOGIES LLC	3,254.62
MAVERICK WINE LLC	462.04
MIDLAND DOOR SOLUTIONS	347.50
MIDWEST PRINTING COMPANY	60.00
MINNESOTA MOTOR COMPANY	455.49
MN STATE COMMUNITY & TECH COLL	1,200.00
MOORE ENGINEERING INC	60,287.50
PAM MUXFELDT	220.00
NELSON AUTO CENTER	37,920.00
NELSON INTERNATIONAL	233.18
NEW HORIZONS ENERGY	1,949.79
NORTHLAND TRUST SERVICES, INC.	121,035.63
NYCKLEMOE & ELLIG, P.A.	9,492.50

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

OFFICE OF MNIT SERVICES	548.96
OLSON OIL COMPANY INC	23,654.08
OLSON FURNITURE	34.00
OLYMPIC SALES INC	9,420.00
OTTER TAIL POWER COMPANY	61,887.90
OTTER TAIL TELCOM	5,280.41
PEMBERTON LAW, P.L.L.P.	3,623.00
PHELPS MILL FESTIVAL	1,000.00
PHILLIPS WINE & SPIRITS CO	19,316.33
PLUNKETT'S PEST CONTROL INC.	21.40
POLICE DEPT CONTINGENCY FUND	766.39
POMP'S TIRE SERVICE INC	1,231.06
U.S. POSTMASTER	9,000.00
PROTECH CONTRACTING SERVICES	27,000.00
PRODUCTIVITY PLUS ACCOUNT	1,605.27
PRO-WEST & ASSOCIATES, INC	1,040.06
PUBLIC UTILITIES DEPARTMENT	8,881.78
RMB ENVIRONMENTAL LABORATORIES	1,758.96
REDSTONE TECHNOLOGIES INC	6,000.00
REVTRAK INC	8,724.90
RICHES PROPERTIES LLC	525.00
SHI INTERNATIONAL CORP	3,440.03
SANITATION PRODUCTS INC	921.97
SERVICEMASTER CLEANING &	1,426.23
SIGN GUYS LLC	1,405.31
SKY CREW SERVICES, LLC	3,500.00
SMALL LOT MN	3,047.08
SOUTHERN GLAZER'S OF MN	10,354.46
SPEE*DEE DELIVERY SERVICE INC	104.08
STEEL WHEELS	500.00
SUMMERFEST	1,000.00
SUMMIT COMPANIES	144.00
SWANSTON EQUIPMENT CO	242.96
TWEETON REFRIGERATION	180.00
TAFT STETTINIUS HOLLISTER LLP	6,199.65
TENNANT SALES AND SERVICE CO	165.00
TIME CLOCK PLUS LLC	25,542.72
U S BANK	17,083.77
US BANK EQUIPMENT FINANCE	1,337.37
VERIZON WIRELESS	1,148.11
VESSCO INC.	713.10
VINCO INC	633.59
VINOCOPIA INC	553.25
WALLWORK TRUCK CENTER F.F.	1,249.06
WELLS FARGO - INVESTMENTS	436,968.28
WEST CENTRAL INITIATIVE	7,750.00
WEX	4,736.44

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

TOTAL OTHER GOVERNMENT	84,910.17
TOTAL OTHER VENDORS	1,962,961.94
TOTAL ALL VENDORS	2,047,872.11



Council Action Recommendation

Page 1 of 1

Meeting Date:

May 15, 2023

Subject:

Code of Conduct Policy for Elected Officials

Recommendation:

Motion approving Mayor's recommendation of City Council sub-committee to review proposed Code of Conduct Policy for Elected Officials

Background/Key Points:

At the Committee of the Whole meeting on May 10, 2023, the Council asked that the Mayor bring back names of Council members and Charter Commission members to serve on a sub-committee to review the proposed Code of Conduct policy and bring back a final version for Council's adoption.

In discussing this with the leadership (officers) of the Charter Commission, they declined the opportunity to participate, as they feel it is outside of their scope. They were appointed to review the Charter for the City, not issues pertaining to the Council. They feel the Council needs to make these decisions for themselves and decide how they want to hold one another accountable. The Chair of the Charter Commission (Mark Hovland) is willing to attend the meeting on Monday to state their position. Further, as a group of 14, they don't feel it would be appropriate to select a few members to speak on their behalf.

The Mayor is suggesting the following Council members for this work:

Scott Kvamme
Scott Rachels
Laura Job
Tom Rufer

If acceptable, the Council should approve a motion creating this sub-committee. This group would be tasked with the review of the policy and would be asked to present their findings and final recommendation to the Council at a future meeting.

Budgetary Impact:

None

Originating Department:

Administration

Respectfully Submitted:

Andrew Bremseth, City Administrator on behalf of Mayor Schierer