



**City Council Agenda**  
**June 5, 2023**  
**5:30 pm in the City Council Chambers**

Invocation – Eric Uggerud, Cornerstone Church  
Pledge of Allegiance

- A. Call to Order
- B. Roll Call
- C. Approval of the Agenda
- D. Public Hearings
  - 1. Final cost hearing City Project 5960: Linden: Broadway to Oak; Laurel: Broadway to Oak; Summit: Broadway to Oak
    - a. Resolution adopting the final cost assessment for CP 5960 (P.I. 5347, 5348, & 5349) contingent upon awarding the construction contract to Joe Riley Construction
- E. Awarding of Bids
  - 1. Resolution awarding the construction services contract for CP 5960, the 2023 Street and Utility Improvement Project No. 1 to Joe Riley Construction in the amount of \$1,657,886.32
  - 2. Resolution approving agreements with Jeffrey Zachmann and Carl Zachmann for public art to be included in Phase II of downtown riverfront improvements.
- F. Petitions and Communications
  - 1. Resolution acknowledging the retirement and nearly 36 years of service of Jim Neigel
- G. Consent Agenda
  - 1. Motion approving the minutes from the May 15, 2023 City Council meeting and the May 31, 2023 Committee of the Whole meeting
  - 2. Motion approving licenses
  - 3. Resolution approving a Conditional Use Permit for help processing or manufacturing in a B-3 General Business District at 116 S Union Avenue as recommended by the Planning Commission
  - 4. Resolution amending the city's open forum policy
  - 5. Resolution accepting the State of MN Airport Maintenance and Operations Grant for state fiscal years 2024 and 2025
  - 6. Resolution accepting a vacation petition on Oak Street and setting the public hearing date for July 3, 2023 at 5:30 pm in the City Council Chambers
  - 7. Resolution initiating PI 5364, the 2023 mill and overlay improvement project and ordering the project plans and specifications
  - 8. Resolution initiating PI 5365, the 2023 seal coat improvement project and ordering the project plans and specifications

9. Resolution authorizing an agreement for the transfer of entitlement funds between the City of Fergus Falls and the Red Wing Regional Airport
  10. Resolution renewing the Otter Tail County Fire Department's Joint Cooperative Agreement for the use of emergency operations personnel and equipment
  11. Resolution accepting the 2022 city audit
- H. Ordinance and Resolutions
1. First reading of Ordinance 38, Eighth Series, Amending Chapter 36.01, Local Lodging Tax
  2. Resolution accepting JLG Architect's professional services proposal for design development, final design and construction administration in the amount of \$939,600 for PI 9504, the Aquatic Center improvement project
  3. Resolution approving Minnesota Session Laws, 2023 Regular Session, Chapter 64, Article 10, Sections 18 & 19 (local option sales tax for DeLagoon Park and Aquatic Center projects)
  4. First reading of Ordinance 39, Eighth Series, Approving Minnesota Session Laws, 2023 Regular Session, Chapter 64, Article 10, Sections 18 & 19 (Local Option Sales Tax)
- I. Presentation of Claims \$1,330,669.09
- J. Board, Committee and Department Reports
- K. Reports from Staff and Administrative Officers
1. Legislative Recap
- L. Old Business/Unfinished Business
- M. New Business
- O. Miscellaneous Announcements
- |         |         |  |
|---------|---------|--|
| June 5  | 4:45 pm | Council work session: 2022 audit presentation  |
| June 14 | 7:00 am | Committee of the Whole meeting   |
| June 19 |         | Most city offices and facilities closed in observance of Juneteenth<br>Garbage and recycling normally picked up on Monday will move to Tuesday<br>Tuesday collection will be done on Wednesday June 21 |
| June 20 | 5:30 pm | City Council meeting   |
| June 28 | 7:00 am | Committee of the Whole 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

**Meeting Date:**

June 5, 2023 – City Council

**Subject:**

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

**Recommendation:**

- Resolution adopting the final cost assessment roles for CP No. 5960 (P.I. 5347, 5348, & 5349) contingent upon awarding the construction contract to Joe Riley Construction.

**Background/Key Points:**

**Final Cost Project Hearing**

**City Project No. 5960**

**For P.I. Nos.** 5347, 7212, 8227: 5348, 7213, 8228: 5349, 7214, 8229

**Type of Project:**

Reconstruct Sanitary Sewer, Water Main, Storm Sewer, Sewer & Water Services and Bituminous Street, etc.

**Location:**

P.I, No. 5347, etc.: Summit Avenue – Broadway to Oak Street

P.I. No. 5348, etc.: Linden Street – Broadway to Oak Street

P.I. No. 5349, etc.: Laurel Street – First Avenue to Broadway

**Legal Description:**

Lots 3 – 11, Block 1 and Lots A, B, C & D: McLane’s Addition

Lots 5 - 6 & 16 – 24, Block 3: McLane’s 2<sup>nd</sup> Addition

Lots 13 – 22, Block 5: McLane’s 2<sup>nd</sup> Addition

Lots 1 - 2 & 7 – 15, Block 6: McLane’s 2<sup>nd</sup> Addition

Lots 3 – 22, Block 8: McLane’s 2<sup>nd</sup> Addition

Parts of Sublot 2 of SW1/4 Section 34, T133N, R43W; including Lots 1- 5 and Lots S, V & W of Sublot 2.

All located within the City of Fergus Falls

**Hearing Date:**

June 5, 2023

**Due Date:**

July 21, 2023

**Interest Rate:**

5.25%

**Assessment:**

15 years

**Estimated Special Assessments Rates:**

Bituminous Street w/Curb & Gutter (5 Ton Design) = \$ **82.97/LF**

**Budgetary Impact:**

**Cost Breakout:**

Special Assess. Bituminous St. – 5 Ton (3,832.9 LF)	= \$	318,000.00
City Share Bituminous Street – 5 Ton (571.5 LF)	=	47,415.00
City Share Bituminous Street – (Removals & Const.)	=	506,151.78
City Share – Sanitary Sewer & Services	=	495,127.53
City Share – Water Main & Services	=	499,196.83
City Share - Storm Sewer	=	<u>206,466.76</u>

**Total Estimated Project Cost = \$2,072,357.90**

**Financing:**

PIR 429 Bonds (Special Assessment Street - Active)	= \$	318,000.00 (15.3%)#1
PIR 429 Bonds – City Share (Street)	=	553,566.78 (26.7%)
Sanitary Sewer Fund	=	495,127.53 (23.9%)
Water Fund	=	499,196.83 (24.1%)
Storm Water Fund	=	<u>206,466.76 (10.0%)</u>

**Total Estimated Project Funding = \$ 2,072,357.90 (100%)**

**Note:**

Some of the above items may be included in an increased PIR Bond for funding or through the use of Utility 444 Bonds at the recommendation of the Finance Director.

#1: The percentage of the project being special assessed must be **at least 20%** of the PIR 429 Bond total. This project as proposed is **36.49 %** of the PIR 429 Bond total.  
 $(\$318,000/\$871,567) = 36.49\%$

**Originating Department:**

Engineering Department

**Respectfully Submitted:**

Brian Yavarow, P.E. - City Engineer

**Attachments:**

CP No. 5960 - Individual Final Assessment Roles

Date 5/18/2023

P R O J E C T   F I L E   L I S T I N G

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Project	Description/Vendor	Init Date	Hear Date	Pymt Date	Resolution	Assessment	City Share	
59-60	2023 STREET & UTILITY IMPROVEMENTS VENDOR UNKNOWN	5-17-2023	6-05-2023	7-21-2023		318,015.69	.00	PA

Project # 59-60 Public Improvement No: 59-60 Sequence 000 Type of Public Improvement 15 STREET & UTILITY REPLACEMENT

* * * * *										B A L A N C E S			* * * * *		
Due Date	Percent	Years	Original	Current	Deferred	Total	Local	Def.	Status						
7-21-2023	5.25	15	318,015.69	318,015.69	.00	318,015.69	55		P/A						
Lots 3-11,Block 1 and Lots A,B,C & D:McLane's Addition,Lots 5-6 & 16-24,Block 3:McLane's 2nd Addition,Lots 13-22,Block 5:McLane's 2nd Addition,Lots 1-2 & 7-15,Block 6:McLane's 2nd Addition,Lots 3-22,Block 8:McLane's 2nd Addition,Parts of Sublot 2 of SW1/4 Section 34,T133N,R43W;including Lots 1-5 and Lots S,V & W of Sublot 2. All located within the City of Fergus Falls															

Date 5/18/2023

P R O J E C T   F I L E   R A T E   L I S T I N G

Page 1

Project No: 59-60   Public Improvement No: 59-60   Sequence: 000   Type of Public Improvement: 15 STREET & UTILITY REPLACEMENT

Code	Description	Size	Rate	Ref.
1	BITUM STREET UNIT COST	L.F.	82.97000	2

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 CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA  
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Project No. 59-60 Type of Public Improvement STREET & UTILITY REPLACEMENT FINAL COST  
 Public Improvement No. 59-60 000 Location SUMMIT/LINDEN/LAUREL  
 From BROADWAY/BROADWAY/FIRST To OAK/OAK/BROADWAY

29748  
 BRUCE A & MARTHA M AUSTAD

71003500120000 708 W LAUREL ST

Sect-34 Twp-133 Range-043 .25 AC W1/2 OF S1/2 OF LOT V OF SUB LOT  
 2

27748 BREKKE LAKE RD  
 FERGUS FALLS MN 56537 8026

Assessed	Project Rate	Amount Assessed	Comment	Project Total
52.80	82.97000 L.F.	4,380.81	BITUM STREET UNIT COST	4,380.81

100144  
 DAVID J & EMALENE A ENGELSTAD

71003500121000 705 W LAUREL ST

Sect-34 Twp-133 Range-043 .16 AC LOT W OF SUB LOT 2

705 W LAUREL ST  
 FERGUS FALLS MN 56537 1832

Assessed	Project Rate	Amount Assessed	Comment	Project Total
50.00	82.97000 L.F.	4,148.50	BITUM STREET UNIT COST	4,148.50

138297  
 JOSHUA JAMES CASPER

71003500124000 701 W LAUREL ST

Sect-34 Twp-133 Range-043 .16 AC PT SL 2 SW 1/4 SEC 34. COMM SW C  
 OR RES 1 SAWBRIDGE & LOWRY'S ADDN, N 299.5', S 89D E 350.03' BEI  
 NG PT BG, S 89D E 50.12', S 151.04', N 88D W 50.55', N 150.59' TO  
 BG

701 W LAUREL ST  
 FERGUS FALLS MN 56537 1832

Assessed	Project Rate	Amount Assessed	Comment	Project Total
50.00	82.97000 L.F.	4,148.50	BITUM STREET UNIT COST	4,148.50

158503  
 JESSICA R LOPEZ

71003500127000 709 W LAUREL ST

Sect-34 Twp-133 Range-043 .16 AC LOT 1 OF SUB LOT 2

15715 CROOKED RD  
 BATTLE LAKE MN 56515 9510

Assessed	Project Rate	Amount Assessed	Comment	Project Total
50.00	82.97000 L.F.	4,148.50	BITUM STREET UNIT COST	4,148.50

198219  
 JONATHAN & EMILY STRINGHAM

71003500128000 711 W LAUREL ST

Sect-34 Twp-133 Range-043 LOT 2 OF SUB LOT 2

711 W LAUREL ST  
 FERGUS FALLS MN 56537 1832



Assessed	Project Rate	Amount Assessed	Comment	Project Total
***** CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA *****				
Project No. 59-60			Type of Public Improvement STREET & UTILITY REPLACEMENT	FINAL COST
Public Improvement No. 59-60 000			Location SUMMIT/LINDEN/LAUREL	
From BROADWAY/BROADWAY/FIRST			To OAK/OAK/BROADWAY	

50.00	82.97000 L.F.	4,148.50	BITUM STREET UNIT COST	4,148.50
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173253  
TASHA ANN KORB

71003500129000 713 W LAUREL ST

Sect-34 Twp-133 Range-043 .16 AC LOT 3 OF SUB LOT 2

713 W LAUREL ST  
FERGUS FALLS MN 56537 1832

Assessed	Project Rate	Amount Assessed	Comment	Project Total
50.00	82.97000 L.F.	4,148.50	BITUM STREET UNIT COST	4,148.50

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CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA  
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Project No. 59-60                      Type of Public Improvement STREET & UTILITY REPLACEMENT              FINAL COST  
Public Improvement No. 59-60 000    Location SUMMIT/LINDEN/LAUREL  
From BROADWAY/BROADWAY/FIRST                      To OAK/OAK/BROADWAY

MCLANE'S

181750  
RANDALL S FIELD

71003990861000 525 W SUMMIT AVE  
Lot 7 Block 1

Sect-34 Twp-133 Range-043 MCLANE'S ADDN LOT 7 BLK 1

525 W SUMMIT AVE  
FERGUS FALLS MN 56537 2014

Assessed	Project Rate	Amount Assessed	Comment	Project Total
50.00	82.97000 L.F.	4,148.50	BITUM STREET UNIT COST	4,148.50

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 CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA  
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Project No. 59-60 Type of Public Improvement STREET & UTILITY REPLACEMENT FINAL COST  
 Public Improvement No. 59-60 000 Location SUMMIT/LINDEN/LAUREL  
 From BROADWAY/BROADWAY/FIRST To OAK/OAK/BROADWAY

MCLANE'S ADDN

155220  
 JUSTIN ADKINS

71003990857000 511 W SUMMIT AVE  
 Lot 3 Block 1

Sect-34 Twp-133 Range-043 MCLANE'S ADDN LOT 3 BLK 1

511 W SUMMIT AVE  
 FERGUS FALLS MN 56537 2014

Assessed	Project Rate	Amount Assessed	Comment	Project Total
50.00	82.97000 L.F.	4,148.50	BITUM STREET UNIT COST	4,148.50

156421  
 KERRI HOLM

71003990858000 515 W SUMMIT AVE  
 Lot 4 Block 1

Sect-34 Twp-133 Range-043 MCLANE'S ADDN LOT 4 BLK 1

515 W SUMMIT AVE  
 FERGUS FALLS MN 56537 2014

Assessed	Project Rate	Amount Assessed	Comment	Project Total
50.00	82.97000 L.F.	4,148.50	BITUM STREET UNIT COST	4,148.50

141136  
 FRANCIS J JOHNSON

71003990859000 517 W SUMMIT AVE  
 Lot 5 Block 1

Sect-34 Twp-133 Range-043 MCLANE'S ADDN LOT 5 BLK 1

517 W SUMMIT AVE  
 FERGUS FALLS MN 56537 2014

Assessed	Project Rate	Amount Assessed	Comment	Project Total
50.00	82.97000 L.F.	4,148.50	BITUM STREET UNIT COST	4,148.50

41851  
 DAVID D SPIES

71003990860000 521 W SUMMIT AVE  
 Lot 6 Block 1

Sect-34 Twp-133 Range-043 MCLANE'S ADDN LOT 6 BLK 1

36408 AUGUSTANA DR  
 BATTLE LAKE MN 56515 9303

Assessed	Project Rate	Amount Assessed	Comment	Project Total
50.00	82.97000 L.F.	4,148.50	BITUM STREET UNIT COST	4,148.50

166238  
 CHARLES E & KRISTY L WICKLUND

71003990862000 531 W SUMMIT AVE  
 Block 1

Sect-34 Twp-133 Range-043 MCLANE'S ADDN LOTS 8 & 9 BLK 1

531 W SUMMIT AVE  
 FERGUS FALLS MN 56537 2014

Assessed	Project Rate	Amount Assessed	Comment	Project Total
*****				
CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA				
*****				

Project No. 59-60	Type of Public Improvement	STREET & UTILITY REPLACEMENT	FINAL COST
Public Improvement No. 59-60 000	Location	SUMMIT/LINDEN/LAUREL	
From BROADWAY/BROADWAY/FIRST	To	OAK/OAK/BROADWAY	

MCLANE'S ADDN

100.00	82.97000	L.F.	8,297.00	BITUM STREET UNIT COST	8,297.00
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169343  
 CHAD G & KATHRYN M LANDMANN

71003990863000 220 N BROADWAY  
 Block 1

Sect-34 Twp-133 Range-043 MCLANE'S ADDN N 90' OF LOTS 10 & 11 BLK  
 1

23136 BIRCHWOOD ESTATES RD  
 FERGUS FALLS MN 56537 4516

Assessed	Project Rate	Amount Assessed	Comment	Project Total	
138.00	82.97000	L.F.	11,449.86	BITUM STREET UNIT COST	11,449.86

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 CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA  
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Project No. 59-60 Type of Public Improvement STREET & UTILITY REPLACEMENT FINAL COST  
 Public Improvement No. 59-60 000 Location SUMMIT/LINDEN/LAUREL  
 From BROADWAY/BROADWAY/FIRST To OAK/OAK/BROADWAY

MCLANE'S 2ND

143861  
 STEVEN C LEE & SANDRA SHEARER

71003991048000 638 W LAUREL ST  
 Block 3

Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN E 12 1/2' OF LOT 16 &  
 ALL LOT 17 BLK 3 LIFE ESTATE WESLEY & ARLENE LEE

638 W LAUREL ST  
 FERGUS FALLS MN 56537 1938

Assessed 72.50	Project Rate 82.97000 L.F.	Amount Assessed 6,015.32	Comment BITUM STREET UNIT COST	Project Total 6,015.32
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159352  
 RODNEY C & ROSE M SELL ET AL

71003991052000 630 W LAUREL ST  
 Lot 21 Block 3

Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN LOT 21 BLK 3

10167 95TH ST SE  
 OAKES ND 58474 9186

Assessed 50.00	Project Rate 82.97000 L.F.	Amount Assessed 4,148.50	Comment BITUM STREET UNIT COST	Project Total 4,148.50
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175037  
 EMPIRE CAPITAL LLC

71003991090000 402 N BROADWAY  
 Block 5

Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN S 75' OF LOT 13, 14 &  
 15 EX E 5' LOT 15 ALL IN BLK 5

110 N MILL ST  
 FERGUS FALLS MN 56537 2135

Assessed 75.00	Project Rate 82.97000 L.F.	Amount Assessed 6,222.75	Comment BITUM STREET UNIT COST	Project Total 6,222.75
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60373  
 DONNA SOLIN

71003991148000 523 W LINDEN ST  
 Lot 6 Block 8

Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN LOT 6 BLK 8

523 W LINDEN ST  
 FERGUS FALLS MN 56537 2028

Assessed 50.00	Project Rate 82.97000 L.F.	Amount Assessed 4,148.50	Comment BITUM STREET UNIT COST	Project Total 4,148.50
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175713  
 DONAVIN MARCZAK

71003991149000 527 W LINDEN ST  
 Lot 7 Block 8

Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN LOT 7 BLK 8

527 W LINDEN ST  
 FERGUS FALLS MN 56537 2028

Assessed	Project Rate	Amount Assessed	Comment	Project Total
*****				
CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA				
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Project No. 59-60	Type of Public Improvement	STREET & UTILITY REPLACEMENT	FINAL COST
Public Improvement No. 59-60 000	Location	SUMMIT/LINDEN/LAUREL	
From BROADWAY/BROADWAY/FIRST	To	OAK/OAK/BROADWAY	

MCLANE'S 2ND

50.00	82.97000 L.F.	4,148.50	BITUM STREET UNIT COST	4,148.50
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194713  
COREVIS INVESTMENTS LLC

71003991150000 531 W LINDEN ST  
Lot 8 Block 8

Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN LOT 8 BLK 8

PO BOX 548  
ALEXANDRIA MN 56308 0548

Assessed 50.00	Project Rate 82.97000 L.F.	Amount Assessed 4,148.50	Comment BITUM STREET UNIT COST	Project Total 4,148.50
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189108  
SUNNIE HEDSTROM BERG

71003991152000 537 W LINDEN ST  
Lot 10 Block 8

Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN LOT 10 & E 3' EX S 60'  
' LOT 11 BLK 8

537 W LINDEN ST  
FERGUS FALLS MN 56537 2028

Assessed 53.00	Project Rate 82.97000 L.F.	Amount Assessed 4,397.41	Comment BITUM STREET UNIT COST	Project Total 4,397.41
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57784  
MARYJANE WESTRA

71003991153000 320 N BROADWAY  
Block 8

Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN EX S 60' & EX E 3' AL  
L LOT 11 & 12 BLK 8

1220 N TOWER RD  
FERGUS FALLS MN 56537 4813

Assessed 90.00	Project Rate 82.97000 L.F.	Amount Assessed 7,467.30	Comment BITUM STREET UNIT COST	Project Total 7,467.30
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 CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA  
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Project No. 59-60 Type of Public Improvement STREET & UTILITY REPLACEMENT FINAL COST  
 Public Improvement No. 59-60 000 Location SUMMIT/LINDEN/LAUREL  
 From BROADWAY/BROADWAY/FIRST To OAK/OAK/BROADWAY

MCLANE'S 2ND ADDN

105458  
 BENJAMIN SALAZAR JR

71003991039000 612 W LAUREL ST  
 Block 3

Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN W 47' OF LOTS 5 & 6 &  
 E 10' OF LOT 24 BLK 3

612 W LAUREL ST  
 FERGUS FALLS MN 56537 1938

Assessed	Project Rate	Amount Assessed	Comment	Project Total
57.00	82.97000 L.F.	4,729.29	BITUM STREET UNIT COST	4,729.29

22572  
 JEFFREY A & JULIE A WESTERBERG

71003991040000 501 N BROADWAY  
 Block 3

Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN EX W 47' ALL LOTS 5 &  
 6 BLK 3

501 N BROADWAY  
 FERGUS FALLS MN 56537 1925

Assessed	Project Rate	Amount Assessed	Comment	Project Total
100.00	82.97000 L.F.	8,297.00	BITUM STREET UNIT COST	8,297.00

168250  
 MATTHEW J SOLIN

71003991049000 636 W LAUREL ST  
 Lot 18 Block 3

Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN LOT 18 BLK 3

636 W LAUREL ST  
 FERGUS FALLS MN 56537 1938

Assessed	Project Rate	Amount Assessed	Comment	Project Total
50.00	82.97000 L.F.	4,148.50	BITUM STREET UNIT COST	4,148.50

190339  
 JOHN C & SHARLEEN I PULIS

71003991050000 634 W LAUREL ST  
 Lot 19 Block 3

Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN LOT 19 BLK 3

634 W LAUREL ST  
 FERGUS FALLS MN 56537 1938

Assessed	Project Rate	Amount Assessed	Comment	Project Total
50.00	82.97000 L.F.	4,148.50	BITUM STREET UNIT COST	4,148.50

175829  
 BENJAMIN G & JENNIFER L STUMBO

71003991051000 632 W LAUREL ST  
 Lot 20 Block 3

Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN LOT 20 BLK 3

632 W LAUREL ST  
 FERGUS FALLS MN 56537 1938

Assessed	Project Rate	Amount Assessed	Comment	Project Total
***** CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA *****				
Project No. 59-60		Type of Public Improvement	STREET & UTILITY REPLACEMENT	FINAL COST
Public Improvement No. 59-60 000		Location	SUMMIT/LINDEN/LAUREL	
From BROADWAY/BROADWAY/FIRST		To	OAK/OAK/BROADWAY	

MCLANE'S 2ND ADDN

50.00	82.97000	L.F.	4,148.50	BITUM STREET UNIT COST	4,148.50
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131791 MICHAEL J & VANESSA SWEDENBURG  
 71003991053000 628 W LAUREL ST  
 Lot 22 Block 3  
 Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN LOT 22 BLK 3

628 W LAUREL ST  
 FERGUS FALLS MN 56537 1938

Assessed 50.00	Project Rate 82.97000	L.F.	Amount Assessed 4,148.50	Comment BITUM STREET UNIT COST	Project Total 4,148.50
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29871 TODD A WHALEY & LOUISE HIXSON  
 71003991054000 616 W LAUREL ST  
 Block 3  
 Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN LOT 23 & W 40' OF LOT 24 BLK 3

616 W LAUREL ST  
 FERGUS FALLS MN 56537 1938

Assessed 90.00	Project Rate 82.97000	L.F.	Amount Assessed 7,467.30	Comment BITUM STREET UNIT COST	Project Total 7,467.30
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161322 TIMOTHY JOHN MCCABE  
 71003991092000 536 W LINDEN ST  
 Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN E 5' OF LOT 15 & ALL LOT 16 BLK 5

536 W LINDEN ST  
 FERGUS FALLS MN 56537 2029

Assessed 55.00	Project Rate 82.97000	L.F.	Amount Assessed 4,563.35	Comment BITUM STREET UNIT COST	Project Total 4,563.35
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177746 MAURA G MORBERG  
 71003991093000 532 W LINDEN ST  
 Lot 17 Block 5  
 Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN LOT 17 BLK 5

532 W LINDEN ST  
 FERGUS FALLS MN 56537 2029

Assessed 50.00	Project Rate 82.97000	L.F.	Amount Assessed 4,148.50	Comment BITUM STREET UNIT COST	Project Total 4,148.50
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160813 TEDD MUCHOW  
 71003991094000 530 W LINDEN ST  
 Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN LOT 18 BLK 5

530 W LINDEN ST  
 FERGUS FALLS MN 56537 2029



Assessed      Project Rate      Amount Assessed      Comment      Project Total  
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 \* \* \* \* \* CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA \* \* \* \* \*  
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Project No. 59-60      Type of Public Improvement STREET & UTILITY REPLACEMENT      FINAL COST  
 Public Improvement No. 59-60 000      Location SUMMIT/LINDEN/LAUREL  
 From BROADWAY/BROADWAY/FIRST      To OAK/OAK/BROADWAY

MCLANE'S 2ND ADDN

50.00      82.97000 L.F.      4,148.50      BITUM STREET UNIT COST      4,148.50

169445  
 BRANDON FRIEDRICH

71003991095000 528 W LINDEN ST  
 Lot 19 Block 5

Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN LOT 19 BLK 5

528 W LINDEN ST  
 FERGUS FALLS MN 56537 2029

Assessed      Project Rate      Amount Assessed      Comment      Project Total  
 50.00      82.97000 L.F.      4,148.50      BITUM STREET UNIT COST      4,148.50

143564  
 LUI R DREWELOW

71003991096000 526 W LINDEN ST

Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN LOT 20 & W 25' OF LOT  
 21 BLK 5

526 W LINDEN ST  
 FERGUS FALLS MN 56537 2029

Assessed      Project Rate      Amount Assessed      Comment      Project Total  
 75.00      82.97000 L.F.      6,222.75      BITUM STREET UNIT COST      6,222.75

160814  
 GARY L CORTNER & DAWN BRIMHALL

71003991097000 512 W LINDEN ST  
 Block 5

Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN LOT 22 BLK 5 & E 25'  
 OF LOT 21 BLK 5

512 W LINDEN ST  
 FERGUS FALLS MN 56537 2029

Assessed      Project Rate      Amount Assessed      Comment      Project Total  
 75.00      82.97000 L.F.      6,222.75      BITUM STREET UNIT COST      6,222.75

24307  
 CRAIG R & MARGARET J JOHANSEN

71003991100000 421 N BROADWAY

Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN LOT 1 & N 40' OF LOT  
 2 BLK 6

421 N BROADWAY  
 FERGUS FALLS MN 56537 2020

Assessed      Project Rate      Amount Assessed      Comment      Project Total  
 90.00      82.97000 L.F.      7,467.30      BITUM STREET UNIT COST      7,467.30

174831  
 KRISTOFFER & M ANDERSON

71003991105000 615 W LAUREL ST  
 Lot 7 Block 6

Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN LOT 7 BLK 6

615 W LAUREL ST  
 FERGUS FALLS MN 56537 1937

Assessed            Project Rate            Amount Assessed            Comment            Project Total  
 \* \* \* \* \*  
 CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA  
 \* \* \* \* \*

Project No. 59-60            Type of Public Improvement STREET & UTILITY REPLACEMENT            FINAL COST  
 Public Improvement No. 59-60 000            Location SUMMIT/LINDEN/LAUREL  
 From BROADWAY/BROADWAY/FIRST            To OAK/OAK/BROADWAY

MCLANE'S 2ND ADDN

50.00            82.97000 L.F.            4,148.50            BITUM STREET UNIT COST            4,148.50

184917  
 KATE & ALEXANDER MANNING

71003991106000 617 W LAUREL ST  
 Lot 8 Block 6

Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN LOT 8 BLK 6

617 W LAUREL ST  
 FERGUS FALLS MN 56537 1937

Assessed            Project Rate            Amount Assessed            Comment            Project Total  
 50.00            82.97000 L.F.            4,148.50            BITUM STREET UNIT COST            4,148.50

112811  
 JAMES A & MICHELLE A SHEARER

71003991107000 625 W LAUREL ST  
 Lot 9 Block 6

Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN LOT 9 BLK 6

625 W LAUREL ST  
 FERGUS FALLS MN 56537 1937

Assessed            Project Rate            Amount Assessed            Comment            Project Total  
 50.00            82.97000 L.F.            4,148.50            BITUM STREET UNIT COST            4,148.50

168073  
 LINDA CORNISH

71003991108000 627 W LAUREL ST  
 Lot 10 Block 6

Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN LOT 10 BLK 6

PO BOX 454  
 FERGUS FALLS MN 56538 0454

Assessed            Project Rate            Amount Assessed            Comment            Project Total  
 50.00            82.97000 L.F.            4,148.50            BITUM STREET UNIT COST            4,148.50

175861  
 DARYL PAUL JOHNSON

71003991109000 629 W LAUREL ST

Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN LOT 11 BLK 6

35783 310TH AVE SE  
 MCINTOSH MN 56556 9478

Assessed            Project Rate            Amount Assessed            Comment            Project Total  
 50.00            82.97000 L.F.            4,148.50            BITUM STREET UNIT COST            4,148.50

23949  
 REBECCA L NELSON

71003991110000 633 W LAUREL ST

Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN LOT 12 BLK 6

633 W LAUREL ST  
 FERGUS FALLS MN 56537 1937

Assessed      Project Rate      Amount Assessed      Comment      Project Total  
 \* \* \* \* \*  
 \* \* \* \* \* CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA \* \* \* \* \*  
 \* \* \* \* \*

Project No. 59-60      Type of Public Improvement STREET & UTILITY REPLACEMENT      FINAL COST  
 Public Improvement No. 59-60 000      Location SUMMIT/LINDEN/LAUREL  
 From BROADWAY/BROADWAY/FIRST      To OAK/OAK/BROADWAY

MCLANE'S 2ND ADDN

50.00      82.97000 L.F.      4,148.50      BITUM STREET UNIT COST      4,148.50

195363  
 DOHERTY HOMES LLC

71003991111000 637 W LAUREL ST  
 Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN LOT 13 BLK 6

PO BOX 221  
 ALEXANDRIA MN 56308 0221

Assessed      Project Rate      Amount Assessed      Comment      Project Total  
 50.00      82.97000 L.F.      4,148.50      BITUM STREET UNIT COST      4,148.50

198929  
 LISA A JOHNSON ET AL

71003991112000 641 W LAUREL ST  
 Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN LOT 14 BLK 6

641 W LAUREL ST  
 FERGUS FALLS MN 56537 1937

Assessed      Project Rate      Amount Assessed      Comment      Project Total  
 50.00      82.97000 L.F.      4,148.50      BITUM STREET UNIT COST      4,148.50

18927  
 HARVEY C & SHIRLEY A MOEN

71003991113000 643 W LAUREL ST  
 Lot 15 Block 6  
 Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN LOT 15 BLK 6

643 W LAUREL ST  
 FERGUS FALLS MN 56537 1937

Assessed      Project Rate      Amount Assessed      Comment      Project Total  
 56.80      82.97000 L.F.      4,712.69      BITUM STREET UNIT COST      4,712.69

185091  
 EVAN BURKDOLL

71003991145000 513 W LINDEN ST  
 Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN LOT 3 BLK 8

513 W LINDEN ST  
 FERGUS FALLS MN 56537 2028

Assessed      Project Rate      Amount Assessed      Comment      Project Total  
 50.00      82.97000 L.F.      4,148.50      BITUM STREET UNIT COST      4,148.50

168243  
 RAY & JAN WITTE

71003991146000 515 W LINDEN ST  
 Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN LOT 4 BLK 8

515 W LINDEN ST  
 FERGUS FALLS MN 56537 2028

Assessed            Project Rate            Amount Assessed            Comment            Project Total  
 \* \* \* \* \*  
 CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA  
 \* \* \* \* \*

Project No. 59-60            Type of Public Improvement STREET & UTILITY REPLACEMENT            FINAL COST  
 Public Improvement No. 59-60 000            Location SUMMIT/LINDEN/LAUREL  
 From BROADWAY/BROADWAY/FIRST            To OAK/OAK/BROADWAY

MCLANE'S 2ND ADDN

50.00            82.97000 L.F.            4,148.50            BITUM STREET UNIT COST            4,148.50

176279  
 ROBERTSON RENTAL PROP LLC

71003991147000 519 W LINDEN ST  
 Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN LOT 5 BLK 8

2312 LAKEVIEW DR  
 FERGUS FALLS MN 56537 3905

Assessed            Project Rate            Amount Assessed            Comment            Project Total  
 50.00            82.97000 L.F.            4,148.50            BITUM STREET UNIT COST            4,148.50

190213  
 AYAD & JOANNE ALNAJI

71003991151000 535 W LINDEN ST  
 Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN LOT 9 BLK 8

535 W LINDEN ST  
 FERGUS FALLS MN 56537 2028

Assessed            Project Rate            Amount Assessed            Comment            Project Total  
 50.00            82.97000 L.F.            4,148.50            BITUM STREET UNIT COST            4,148.50

166840  
 STEVEN D MEYER

71003991155000 548 W SUMMIT AVE  
 Block 8  
 Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN PT OF "D" MCLANE'S AD  
 DN S OF OF LOT 13 & LOT 13 BLK 8

548 W SUMMIT AVE  
 FERGUS FALLS MN 56537 2015

Assessed            Project Rate            Amount Assessed            Comment            Project Total  
 50.00            82.97000 L.F.            4,148.50            BITUM STREET UNIT COST            4,148.50

123634  
 CINDY C JENSEN

71003991156000 544 W SUMMIT AVE  
 Block 8  
 Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN PT OF "D" MCLANE'S AD  
 DN S OF LOT 14 & LOT 14 BLK 8

544 W SUMMIT AVE  
 FERGUS FALLS MN 56537 2015

Assessed            Project Rate            Amount Assessed            Comment            Project Total  
 50.00            82.97000 L.F.            4,148.50            BITUM STREET UNIT COST            4,148.50

180838  
 CARLISLE INVESTMENT PROP LLC

71003991157000 538 W SUMMIT AVE  
 Block 8  
 Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN PT "C" & "D" MCLANE'S  
 ADDN S OF LOT 15 & LOT 15 BLK 8

38910 ELDORADO BEACH RD  
 BATTLE LAKE MN 56515 9359

Assessed      Project Rate      Amount Assessed      Comment      Project Total  
 \* \* \* \* \*  
 CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA  
 \* \* \* \* \*

Project No. 59-60      Type of Public Improvement STREET & UTILITY REPLACEMENT      FINAL COST  
 Public Improvement No. 59-60 000      Location SUMMIT/LINDEN/LAUREL  
 From BROADWAY/BROADWAY/FIRST      To OAK/OAK/BROADWAY

MCLANE'S 2ND ADDN

50.00      82.97000 L.F.      4,148.50      BITUM STREET UNIT COST      4,148.50

165003  
 RUTH E ROSENGREN

71003991158000 536 W SUMMIT AVE  
 Block 8

Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN LOT 16 & W 25' OF LOT  
 17 BLK 8 & PT LOT "C" MCLANE'S ADDN S OF SAME

536 W SUMMIT AVE  
 FERGUS FALLS MN 56537 2015

Assessed      Project Rate      Amount Assessed      Comment      Project Total  
 75.00      82.97000 L.F.      6,222.75      BITUM STREET UNIT COST      6,222.75

96950  
 NATHAN L & LINDA M EIDE

71003991159000 528 W SUMMIT AVE

Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN E1/2 OF LOT 17 BLK 8  
 & THAT PT LOT C MCLANE'S S OF E1/2 17, LOT 18 BLK 8 & PT OF LOTS  
 B & C MCLANE'S ADDN S OF LOT 18

528 W SUMMIT AVE  
 FERGUS FALLS MN 56537 2015

Assessed      Project Rate      Amount Assessed      Comment      Project Total  
 75.00      82.97000 L.F.      6,222.75      BITUM STREET UNIT COST      6,222.75

98030  
 SANDRA KAY & JON JAY RICHARDS

71003991162000 524 W SUMMIT AVE

Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN PT OF "B" MCLANE'S AD  
 DN S OF LOT 19 & LOT 19 BLK 8

524 W SUMMIT AVE  
 FERGUS FALLS MN 56537 2015

Assessed      Project Rate      Amount Assessed      Comment      Project Total  
 50.00      82.97000 L.F.      4,148.50      BITUM STREET UNIT COST      4,148.50

29463  
 KENNETH A & KATHLEEN M IRISH

71003991163000 516 W SUMMIT AVE

Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN PT OF "B" MCLANE'S AD  
 DN S OF LOT 20 & LOT 20 BLK 8

516 W SUMMIT AVE  
 FERGUS FALLS MN 56537 2015

Assessed      Project Rate      Amount Assessed      Comment      Project Total  
 50.00      82.97000 L.F.      4,148.50      BITUM STREET UNIT COST      4,148.50

194491  
 KRISTEN M FOSTER

71003991164000 512 W SUMMIT AVE

Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN LOT 21 & PT "A" & "B"  
 MCLANE'S ADDN S OF SAME LOT 21 BLK 8

512 W SUMMIT AVE  
 FERGUS FALLS MN 56537 2015

Assessed      Project Rate      Amount Assessed      Comment      Project Total  
 \* \* \* \* \*  
 \* \* \* \* \* CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA \* \* \* \* \*  
 \* \* \* \* \*

Project No. 59-60      Type of Public Improvement STREET & UTILITY REPLACEMENT      FINAL COST  
 Public Improvement No. 59-60 000      Location SUMMIT/LINDEN/LAUREL  
 From BROADWAY/BROADWAY/FIRST      To OAK/OAK/BROADWAY

MCLANE'S 2ND ADDN

50.00      82.97000 L.F.      4,148.50      BITUM STREET UNIT COST      4,148.50

110075  
 SARAH GULLICKSON

71003991165000 506 W SUMMIT AVE  
 Block 8

Sect-34 Twp-133 Range-043 MCLANE'S 2ND ADDN PT OF "A" MCLANE'S AD  
 DN S OF LOT 22 & 22 BLK 8

506 W SUMMIT AVE  
 FERGUS FALLS MN 56537 2015

Assessed      Project Rate      Amount Assessed      Comment      Project Total  
 50.00      82.97000 L.F.      4,148.50      BITUM STREET UNIT COST      4,148.50

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 CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA  
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Project No. 59-60                                   Type of Public Improvement STREET & UTILITY REPLACEMENT           FINAL COST  
 Public Improvement No. 59-60 000       Location SUMMIT/LINDEN/LAUREL  
 From BROADWAY/BROADWAY/FIRST   To OAK/OAK/BROADWAY

UNPLATTED 34 133 43

176380   71003500117000 704 W LAUREL ST  
 ROGER D SMITH SR  
  
 Sect-34 Twp-133 Range-043 EX E 22 1/2" ALL S1/2 OF LOT S OF SUB L  
 OT 2  
 704 W LAUREL ST  
 FERGUS FALLS MN 56537 1833

Assessed	Project Rate	Amount Assessed	Comment	Project Total
50.00	82.97000 L.F.	4,148.50	BITUM STREET UNIT COST	4,148.50

199450   71003500119000 706 W LAUREL ST  
 DONALD MARTIN JR. & CHELSEA FRAZIER  
  
 Sect-34 Twp-133 Range-043 .18 AC E1/2 OF S1/2 OF LOT V OF SUB LOT  
 2 TR 52.8' X 150'  
 706 W LAUREL ST  
 FERGUS FALLS MN 56537 1833

Assessed	Project Rate	Amount Assessed	Comment	Project Total
52.80	82.97000 L.F.	4,380.81	BITUM STREET UNIT COST	4,380.81

12300   71003500120050 724 W LAUREL ST  
 IND SCHOOL DIST 544  
  
 Sect-34 Twp-133 Range-043 PT OF SUB LOT 2 N & W OF LOTS S & V (M  
 CKINLEY SCHOOL)  
 601 RANDOLPH AVE  
 FERGUS FALLS MN 56537 1669

Assessed	Project Rate	Amount Assessed	Comment	Project Total
250.00	82.97000 L.F.	20,742.50	BITUM STREET UNIT COST	20,742.50

144552   71003500131000 717 W LAUREL ST  
 BENJAMIN WEDLL & AMY BENNETT  
  
 Sect-34 Twp-133 Range-043 LOT 5 OF SUB LOT 2  
 717 W LAUREL ST  
 FERGUS FALLS MN 56537 1832

Assessed	Project Rate	Amount Assessed	Comment	Project Total
50.00	82.97000 L.F.	4,148.50	BITUM STREET UNIT COST	4,148.50

173190   71003500132000 721 W LAUREL ST  
 AMANDA MUDFORD  
  
 Sect-34 Twp-133 Range-043 .16 AC PT SUBLLOT 2 OF SW1/4 SEC 34 COM  
 SW COR RES 1 SAWBRIDGE & LOWRY'S ADDN N 149.75' TO PT OF BG N 149  
 .75' N 89° E 49.92' S 149.87' S 89° W 50.29' TO BG  
 721 W LAUREL ST  
 FERGUS FALLS MN 56537 1832

Assessed	Project Rate	Amount Assessed	Comment	Project Total
***** CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA *****				
Project No. 59-60			Type of Public Improvement STREET & UTILITY REPLACEMENT	FINAL COST
Public Improvement No. 59-60 000			Location SUMMIT/LINDEN/LAUREL	
From BROADWAY/BROADWAY/FIRST			To OAK/OAK/BROADWAY	

UNPLATTED 34 133 43

50.00	82.97000 L.F.	4,148.50	BITUM STREET UNIT COST	4,148.50
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 CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA  
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Project No. 59-60                      Type of Public Improvement STREET & UTILITY REPLACEMENT      FINAL COST  
 Public Improvement No. 59-60 000      Location SUMMIT/LINDEN/LAUREL  
 From BROADWAY/BROADWAY/FIRST                      To OAK/OAK/BROADWAY

UNPLATTED 34-133-43 .16

70254  
 DOUGLAS P EGERSDORF

71003500130000 715 W LAUREL ST  
 Sect-34 Twp-133 Range-043 .16 AC LOT 4 OF SUB LOT 2

715 W LAUREL ST  
 FERGUS FALLS MN 56537 1832

Assessed	Project Rate	Amount Assessed	Comment	Project Total
50.00	82.97000 L.F.	4,148.50	BITUM STREET UNIT COST	4,148.50

End of Processing                                      Total for this Public Improvement                      318,015.69



# Council Action Recommendation

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Page 1 of 1

**Meeting Date:**

June 5, 2023 – City Council

**Subject:**

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

**Recommendation:**

- Award the construction services contract to Joe Riley Construction in the amount of \$1,657,886.32

**Background/Key Points:**

Five (5) bids were received, publicly opened, and read aloud on May 16, 2023 at 2:00 PM in these Council Chambers. The apparent low bidder was Joe Riley Construction with a total bid amount of \$1,657,886.32. The Estimated Probable Construction Cost was \$1,752,908.00. City staff has evaluated the bids, conducted a post bid interview, and determined Joe Riley Construction's bid to be in order and responsive. I recommend this contract be awarded.

Substantial completion is scheduled for this fall, 2024. Pursuant to the contract, interim progress competition dates apply if the contractor decides to start only a portion of the work this year based on resource availability.

**Budgetary Impact:**

The project funding breakdown remains as presented within the Final Cost Hearing presentation.

**Originating Department:**

Engineering Department

**Respectfully Submitted:**

Brian Yavarow, P.E. - City Engineer

**Attachments:**

CP No. 5960 Bid Tabulation



**Meeting Date:**

June 5th, 2023- City Council

**Subject:**

Downtown Riverfront Phase II Public Art Projects

**Recommendation:**

Approve agreements with Jeffrey Zachmann and Carl Zachmann for public art to be included in Phase II of downtown riverfront improvements.

**Background/Key Points:**

The City of Fergus Falls received a \$100,000 grant from the NEA to include public art in our downtown riverfront improvements. The Dell Trust has agreed to match the \$100,000 from the NEA with a further \$100,000. With a \$200,000 budget, the City of Fergus Falls' Public Arts Commission released a Call for Art, which was answered by 8 artists/ artists groups located in or near Fergus Falls. After much deliberation, the Public Arts Commission is proud to present to Council the two chosen projects for the new park entrance off Court St and the upper plaza of Phase II improvements.

Jeffrey and Carl Zachmann are well-known local artists and are excited to provide their community with unique, regionally significant kinetic work. Upon completion of their work and the opening of Phase II, both artists will be provided the opportunity to present their work to the community through on-site artist talks.

An image of Jeff's sculptural mock-up is included as an attachment to this memo. To view a video of Carl's mock-up, visit <https://youtu.be/eQToAEHAbDI>.

**Budgetary Impact:**

\$200,000 in grant funds from the NEA and Dell Trust will support the creation of new public works of art in Phase II of downtown riverfront improvements.

**Originating Department:**

Community Development

**Respectfully Submitted:**

Klara Beck, Community Development Manager

**Attachments:**

Agreements for Jeffrey Zachmann & Carl Zachmann  
Image Jeffrey Zachmann's bison sculpture maquette  
Location of artworks in Phase II rendering

## **AGREEMENT FOR SERVICES**

**THIS AGREEMENT** is made and entered into between the CITY OF FERGUS FALLS, a body politic and corporate existing under the laws of the State of Minnesota, hereinafter referred to as "City", and Jeffrey Zachmann, hereinafter referred to as "Artist:"

### **WITNESSETH:**

**WHEREAS**, City wishes to purchase the services of Artist to create and place a sculpture at the Phase II downtown riverfront improvements park entrance off Court St in Fergus Falls; and

**WHEREAS**, Artist has the training, experience, and knowledge to provide this service; and,

**WHEREAS**, there are funds available for the purchase of this service.

**NOW, THEREFORE**, for good and valuable consideration, the parties do hereby agree as follows:

#### **1. TERM OF SERVICE**

Artist agrees to perform the services described in this Agreement which begins on the date of contract execution with completion required by no later than December 31, 2023.

#### **2. SCOPE OF WORK**

In conformance with Artist's written proposal attached hereto and incorporated herein as **Exhibit A**, Artist shall create and place at the park entrance off Court St a kinetic sculpture depicting a regionally significant animal.

#### **3. RESPONSIBILITIES OF ARTIST**

- It is understood and agreed that Artist shall perform all services and furnish all supplies, permits, materials and equipment as necessary for the design, execution, fabrication, transportation and preparation of installation of the Artwork at the site.
- The Artist shall at all stages of execution, fabrication and installation coordinate their work with Klara Beck, Community Development Manager, and/or her project designee or replacement (218) 332-5428.

#### **4. RESPONSIBILITIES OF CITY**

- To provide access to the project site.
- To provide any available drawings, blueprints, or plans applicable to the project.
- To be available for meetings and consultations related to the project.

#### **5. COMPENSATION**

The City shall pay Artist an amount not to exceed \$75,000 dollars as consideration for the production, delivery, and installation of the Artwork, which shall constitute full compensation for all fees, all services, all expenses, and all materials to be completed, furnished, and installed by the Artist under this Agreement, unless the City in good faith disputes the obligation. Minn. Stat § 471.425.

Payment shall be made in the following manner:

- Fifteen Thousand Dollars and no cents (\$15,000.00) within 10 days of the execution of this agreement.
- After the initial \$15,000 payment referenced above, Artist shall submit invoices to the City upon completion of services, but not more frequently than every thirty (30) days. The invoices shall include an itemized explanation of the services rendered and fees charged to date. The City shall pay approved invoices within thirty-five (35) days of the date of receipt.
- A final payment due under the terms of this Agreement shall be paid within thirty-five (35) days of the City's final acceptance of the Installed Artwork and Artist's submission of a final invoice with an itemized explanation of all services rendered to date and all fees charged to date.
- If all work, product, and installation required under the terms of this Agreement are not completed by December 31, 2023, there shall be a payment penalty of 5% of the total contract price assessed against the Artist unless the Artist has received written approval from the City, at the City's sole discretion, to extend the completion date.

#### **6. EXECUTION OF THE WORK**

- The City shall have the right to review the Artwork at reasonable times during the fabrication thereof. The City shall be allowed to photograph or film the fabrication and installation of the Artwork.
- The Artist shall complete the fabrication and installation of the Artwork in conformity with the approved Proposal.
- The Artist shall present to the City in written and, if needed, graphic format for further review and approval any significant changes in scope, design, color, size, material, or texture of the Artwork not in conformity with the Proposal. A significant change is any change in the scope, design, color, size, material, texture, or location of the site of the Artwork which affects installation, scheduling, site preparation or maintenance for the Artwork or the concept of the Artwork as represented in the Proposal.

#### **7. DELIVERY AND INSTALLATION**

The Artist shall notify the City in writing when the fabrication of the Artwork is complete, and the Artist is ready for its delivery and installation at the site for coordination with city services.

#### **8. POST INSTALLATION**

The Artist shall be notified of any dates and times for presentation ceremonies relating to the Artwork. Upon installation of the Artwork, the Artist shall provide to the City detailed written instructions for appropriate maintenance and preservation of the Artwork.

#### **9. FINAL ACCEPTANCE**

- The Artist shall advise the City in writing when all services have been completed in conformity with the Proposal.
- The City shall notify the Artist in writing of the City's final acceptance of the Artwork. If the Artwork is deemed not in conformity with the Proposal, the City will give the Artist written notice specifying and describing the services which have not been completed or other reason(s) for which the Artwork has not been accepted. Artist shall have forty-five (45) days

from the date of said notification to complete and/or remedy the condition(s) identified by the City as nonconforming.

- Final acceptance shall be effective on the date of the City's written notification to the Artist of final acceptance following inspection of the Artwork. Upon acceptance of the Artwork by the City, the Artist will immediately transfer ownership, title and all rights pertaining to ownership to the City of Fergus Falls.

#### **10. RECORDS AUDITING AND RETENTION**

Artist's books, records, documents, papers, accounting procedures and practices, and other evidence relevant to this Agreement are subject to the examination, duplication, transcription and audit by the City. Artist agrees to maintain such evidence for a period of six (6) years from the date of when services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

#### **11. TAXES**

Artist shall pay all applicable sales taxes and be responsible for the payment of any and all payroll taxes and contributions for unemployment compensation insurance and Social Security which are measured by the wages, salaries or other remunerations paid to employees of the Artist and shall submit evidence of same to City when requested. To that end the Artist shall complete a W-9 Request for Taxpayer Identification Number and Certificate Form to the City within 10 days of execution of agreement. See Exhibit B Attached.

#### **12. INDEPENDENT CONTRACTOR**

- That at all times and for all purposes hereunder, Artist shall be an independent contractor and is not an employee of the City for any purpose.
- Artist acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, shall be made from the payments due Artist and that it is Artist's sole obligation to comply with the applicable provisions of all Federal and State tax laws;
- Artist shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein;
- Artist is responsible for hiring sufficient workers to perform the services/duties required by this Agreement, withholding their taxes, and paying all other employment tax obligations on their behalf.

#### **13. SUBCONTRACTING AND ASSIGNMENT**

The Artist shall neither enter into subcontracts for performance of any of the services contemplated under this Agreement, nor reassign this Agreement without the prior written approval of the City, and subject to such conditions and provisions as the City may deem necessary. The Artist shall be responsible for the performance of all sub-contractors.

#### **14. COMPLIANCE WITH NONDISCRIMINATION LAWS**

Artist agrees to comply with all federal, state and local laws, ordinances, rules and regulations pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, disability and age.

## **15. RISK OF LOSS**

The risk of loss or damage to the Artwork shall be borne by the Artist until final acceptance by the City, and the Artist shall take such measures as are necessary to protect the Artwork from loss or damage until final acceptance.

## **16. INSURANCE**

The following insurance must be maintained for the duration of this Agreement. A Certificate of Insurance for each policy must be on file with the City of Fergus Falls Finance Department within 10 days of execution of this Agreement and prior to commencement of any work under this Agreement. Artist shall secure an endorsement to each policy requiring a 10-day notice of cancellation for cancellation based upon non-payment of premiums to all named and additional insureds, and a 30-day notice of cancellation for nonrenewal, or material change to all named and additional insureds.

The City reserves the right to rescind any Agreement not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Artist. All insurance policies shall be open to inspection by the City, and copies of policies shall be submitted to the City upon written request. All subcontractors shall provide evidence of the same coverage.

- General Liability Insurance
  - A \$1,000,000 liability coverage Policy shall include at least premises, operations, completed operations, independent contractors and subcontractors, and contractual liability and environmental liability.
  - The City of Fergus Falls shall be named as an Additional Insured on a primary and non-contributory basis.
- Business Automobile Liability Insurance
- Workers' Compensation
  - Per statutory requirements. Certificate of Compliance must be executed and filed with the City of Fergus Falls.

## **17. INDEMNIFICATION CLAUSE**

To the fullest extent permitted by law the Artist shall indemnify and hold harmless the City, and agents and employees of the City from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work/services under this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of the Artist, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Agreement.



Artist agrees that in order to protect itself and the City under the indemnity provisions set forth herein, it shall at all times during the term of this Agreement keep in force policies of insurances indicated in paragraph entitled INSURANCE.

This provision is not intended to create any cause of action in favor of any third party against the Artist or the City or to enlarge in any way the Artist's liability, but it is intended solely to provide for indemnification of the City from liability for damages or injuries to third persons or property arising from the Artist's or the Artist's agents' performance hereunder.

## **18. MODIFICATIONS/ADDENDA**

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the City and Artist. This Agreement shall supersede all other oral and written agreements prior to execution of this document.

## **19. TERMINATION**

- If the Artist fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute a default. Unless the Artist's default is excused by the City, the City may upon written notice immediately terminate this Agreement in its entirety.
- This Agreement may be terminated without cause by the City upon ninety (90) days advance written notice to Artist.
- The City's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- Artist shall be paid for actual work done to the date of termination. All Artwork completed by Artist through the date of termination shall become the property of the City.

## **20. NOTICES/COMMUNICATION**

All notices and demands pursuant to this Agreement shall be directed in writing to:

### **Artist**

Jeffrey Zachmann  
1683 Otter Tail Dr  
Fergus Falls, MN 56537  
[jeff@zachmann.com](mailto:jeff@zachmann.com)

### **City of Fergus Falls**

Klara Beck  
Community Development Manager  
112 Washington Avenue W.  
Fergus Falls, MN 56537  
[Klara.beck@ci.fergus-falls.mn.us](mailto:Klara.beck@ci.fergus-falls.mn.us)

## **21. COMPLIANCE WITH LAWS/ STANDARDS**

Artist shall abide by all Federal, State, or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or the facilities, programs and staff for which Artist is responsible.

## **22. LICENSES**

Artist shall procure, at its own expense, all licenses, permits, or other rights required for the provision of services contemplated by this Agreement.

## **23. MINNESOTA LAW TO GOVERN**

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the State of Minnesota.

## **24. UNAVOIDABLE DELAY**

Artist shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to fires, strikes, acts of God, legal acts of the public authorities, or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

## **25. WARRANTIES**

- Warranties of Title
  - The Artist represents and warrants that the Artwork is solely the result of the artistic effort of the Artist; except as otherwise disclosed in writing to the City, the Artwork is unique and original and does not infringe upon any copyright; that the Artwork, or a duplicate thereof, has not been accepted for sale elsewhere; and the Artwork is free and clear of any liens from any source whatsoever.
- Warranties of Quality and Condition
  - The Artist represents and warrants that the execution and fabrication of the Artwork will be performed in a workmanlike manner; the Artwork, as fabricated and installed, will be free of defects in material and workmanship, including any defects consisting of inherent qualities which cause or accelerate deterioration of the Artwork; and maintenance recommendations submitted by the Artist to The City hereunder, if followed, will achieve their intended result.

The warranties described in this Section shall survive for a period of five years after the final acceptance of the Artwork. The City shall give notice to the Artist of any observed breach with reasonable promptness. The Artist shall, at the request of the City, and at no cost to the City, cure reasonably and promptly the breach of any such warranty which is curable by the Artist and which cure is consistent with professional conservation standards (including, for example, cure by means of repair or re-fabrication of the Artwork).

## **26. REPRODUCTION RIGHTS**

The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C., 101 et. Seq., and all other rights in and to the Artwork except ownership and possession, except as such rights are limited by Paragraph 55. In view of the intention that the Artwork in its final dimension shall be unique, the Artist shall not make any additional duplicate reproductions of the final Artwork in the State of Minnesota for a period of at least five years from the time of completion, nor shall the Artist

grant permission to others to do so except without the written permission of the City. The Artist grants to the City and its assigns a royalty-free, irrevocable license to make two-dimensional reproductions of the Artwork for educational and/or non-commercial purposes, including but not limited to reproductions used in advertising, calendars, posters, brochures, media, publicity, catalogues, museum, educational and development projects, or other similar publications, provided that these rights are exercised in a professional manner. No three-dimensional reproductions may be made of final Artwork by City without prior written consent from Artist.

All reproductions by the City shall contain a credit to the Artist substantially in the following form: Jeffrey Zachmann, (year of completion).

## **27. ARTIST'S RIGHTS**

- Registration
  - The Artist may cause to be registered, with the United States Register of Copyrights, a copyright of the Artwork in the Artist's name.
- Maintenance
  - The City recognizes that maintenance of the Artwork on a regular basis is essential to the integrity of the Artwork. The City shall take reasonable steps to assure that the Artwork is properly maintained and protected, considering the instructions of the Artist provided in accordance with Paragraph 17.
- Alteration of the Work or of the Site
  - The City agrees that they will not intentionally damage, alter, modify, change or relocate (relocate for public display) the Artwork without the prior written approval of the Artist.
- The City reserves the right to remove the Artwork from public display for maintenance or any other reason. The following provisions shall apply to removal:
  - While the City shall attempt to remove Artwork in such a way as to not affect the Artwork, it is the parties' understanding that such removal may result in damage, alteration, modification, destruction, distortion or other change of the Artwork. The Artist acknowledges that this provision shall qualify under 17 U.S.C. Section 113, so as to waive rights under 17 U.S.C. Section 106A.
  - Artist agrees to design and install the Artwork in such a way as to allow it to be removed and relocated without damage, destruction, or other change of the Artwork.
- Permanent Record
  - The City shall maintain on permanent file a record of this Agreement and the location and disposition of the Artwork.

## **28. SEVERABILITY**

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid, or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to either party.

## **29. ORDER OF PRECEDENCE**

In all instances where any language In any attachment or Exhibit attached hereto is different from, additional to, or inconsistent with the main body of this Agreement for Services (all sections and the recitals), the main body of this Agreement for Services (all sections and the recitals) shall govern and control.

**30. FINAL AGREEMENT**

This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations either oral or written not herein contained.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year indicated below.

**Artist**

**City of Fergus Falls**

By: \_\_\_\_\_  
Jeffrey Zachmann

By: \_\_\_\_\_  
Ben Schierer, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Andrew Bremseth, City Administrator

Date: \_\_\_\_\_

State of Minnesota )  
                                  ) ss.  
County of Otter Tail )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by \_\_\_\_\_ and \_\_\_\_\_, the Mayor and City Administrator of the City of Fergus Falls, a body politic and corporate existing under the laws of the State of Minnesota, on behalf of the municipal corporation.

\_\_\_\_\_  
Notary Public

State of Minnesota )

) ss.  
County of Otter Tail)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, an artist for the Phase II Downtown Riverfront Improvements.

\_\_\_\_\_

Notary Public

MINN.STAT.§ 176.182

This information is required by law and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. Furthermore, if this information is not provided or is falsely stated, it may result in a \$2,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry.

Insurance Company Name:

Policy No:

Dates of Coverage: \_\_\_\_\_ OR \_\_\_\_\_

Applicant is not required to have workers' compensation liability coverage because: (check one)

- (  ) Applicant has no employees;
- (  ) Applicant is self-insured (include a copy of your permit to self-insure);
- (  ) Applicant has no employees who are covered by workers' compensation; OR
- (  ) Certificate of Insurance is attached.

GRANTEE / ARTIST:

By: \_\_\_\_\_

Print or Type Name

\_\_\_\_\_

Signature

Date: \_\_\_\_\_

## **AGREEMENT FOR SERVICES**

**THIS AGREEMENT** is made and entered into between the CITY OF FERGUS FALLS, a body politic and corporate existing under the laws of the State of Minnesota, hereinafter referred to as "City", and Carl Zachmann, hereinafter referred to as "Artist:"

### **WITNESSETH:**

**WHEREAS**, City wishes to purchase the services of Artist to create and place a sculpture at the Phase II downtown riverfront improvements park entrance off Court St in Fergus Falls; and

**WHEREAS**, Artist has the training, experience, and knowledge to provide this service; and,

**WHEREAS**, there are funds available for the purchase of this service.

**NOW, THEREFORE**, for good and valuable consideration, the parties do hereby agree as follows:

#### **1. TERM OF SERVICE**

Artist agrees to perform the services described in this Agreement which begins on the date of contract execution with completion required by no later than December 31, 2023.

#### **2. SCOPE OF WORK**

In conformance with Artist's written proposal attached hereto and incorporated herein as **Exhibit A**, Artist shall create and place in upper central plaza area of downtown riverfront improvements Phase II a kinetic sculpture depicting a regionally appropriate butterfly.

#### **3. RESPONSIBILITIES OF ARTIST**

- It is understood and agreed that Artist shall perform all services and furnish all supplies, permits, materials and equipment as necessary for the design, execution, fabrication, transportation and preparation of installation of the Artwork at the site.
- The Artist shall at all stages of execution, fabrication and installation coordinate their work with Klara Beck, Community Development Manager, and/or her project designee or replacement (218) 332-5428.

#### **4. RESPONSIBILITIES OF CITY**

- To provide access to the project site.
- To provide any available drawings, blueprints, or plans applicable to the project.
- To be available for meetings and consultations related to the project.

#### **5. COMPENSATION**

The City shall pay Artist an amount not to exceed \$75,000 dollars as consideration for the production, delivery, and installation of the Artwork, which shall constitute full compensation for all fees, all services, all expenses, and all materials to be completed, furnished, and installed by the Artist under this Agreement, unless the City in good faith disputes the obligation. Minn. Stat § 471.425.

Payment shall be made in the following manner:

- Fifteen Thousand Dollars and no cents (\$15,000.00) within 10 days of the execution of this agreement.
- After the initial \$15,000 payment referenced above, Artist shall submit invoices to the City upon completion of services, but not more frequently than every thirty (30) days. The invoices shall include an itemized explanation of the services rendered and fees charged to date. The City shall pay approved invoices within thirty-five (35) days of the date of receipt.
- A final payment due under the terms of this Agreement shall be paid within thirty-five (35) days of the City's final acceptance of the Installed Artwork and Artist's submission of a final invoice with an itemized explanation of all services rendered to date and all fees charged to date.
- If all work, product, and installation required under the terms of this Agreement are not completed by December 31, 2023, there shall be a payment penalty of 5% of the total contract price assessed against the Artist unless the Artist has received written approval from the City, at the City's sole discretion, to extend the completion date.

#### **6. EXECUTION OF THE WORK**

- The City shall have the right to review the Artwork at reasonable times during the fabrication thereof. The City shall be allowed to photograph or film the fabrication and installation of the Artwork.
- The Artist shall complete the fabrication and installation of the Artwork in conformity with the approved Proposal.
- The Artist shall present to the City in written and, if needed, graphic format for further review and approval any significant changes in scope, design, color, size, material, or texture of the Artwork not in conformity with the Proposal. A significant change is any change in the scope, design, color, size, material, texture, or location of the site of the Artwork which affects installation, scheduling, site preparation or maintenance for the Artwork or the concept of the Artwork as represented in the Proposal.

#### **7. DELIVERY AND INSTALLATION**

The Artist shall notify the City in writing when the fabrication of the Artwork is complete, and the Artist is ready for its delivery and installation at the site for coordination with city services.

#### **8. POST INSTALLATION**

The Artist shall be notified of any dates and times for presentation ceremonies relating to the Artwork. Upon installation of the Artwork, the Artist shall provide to the City detailed written instructions for appropriate maintenance and preservation of the Artwork.

#### **9. FINAL ACCEPTANCE**

- The Artist shall advise the City in writing when all services have been completed in conformity with the Proposal.
- The City shall notify the Artist in writing of the City's final acceptance of the Artwork. If the Artwork is deemed not in conformity with the Proposal, the City will give the Artist written notice specifying and describing the services which have not been completed or other reason(s) for which the Artwork has not been accepted. Artist shall have forty-five (45) days



from the date of said notification to complete and/or remedy the condition(s) identified by the City as nonconforming.

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- That at all times and for all purposes hereunder, Artist shall be an independent contractor and is not an employee of the City for any purpose.
- Artist acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, shall be made from the payments due Artist and that it is Artist's sole obligation to comply with the applicable provisions of all Federal and State tax laws;
- Artist shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein;
- Artist is responsible for hiring sufficient workers to perform the services/duties required by this Agreement, withholding their taxes, and paying all other employment tax obligations on their behalf.

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The Artist shall neither enter into subcontracts for performance of any of the services contemplated under this Agreement, nor reassign this Agreement without the prior written approval of the City, and subject to such conditions and provisions as the City may deem necessary. The Artist shall be responsible for the performance of all sub-contractors.

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The City reserves the right to rescind any Agreement not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Artist. All insurance policies shall be open to inspection by the City, and copies of policies shall be submitted to the City upon written request. All subcontractors shall provide evidence of the same coverage.

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  - The City of Fergus Falls shall be named as an Additional Insured on a primary and non-contributory basis.
- Business Automobile Liability Insurance
- Workers' Compensation
  - Per statutory requirements. Certificate of Compliance must be executed and filed with the City of Fergus Falls.

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To the fullest extent permitted by law the Artist shall indemnify and hold harmless the City, and agents and employees of the City from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work/services under this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of the Artist, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Agreement.

Artist agrees that in order to protect itself and the City under the indemnity provisions set forth herein, it shall at all times during the term of this Agreement keep in force policies of insurances indicated in paragraph entitled INSURANCE.

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grant permission to others to do so except without the written permission of the City. The Artist grants to the City and its assigns a royalty-free, irrevocable license to make two-dimensional reproductions of the Artwork for educational and/or non-commercial purposes, including but not limited to reproductions used in advertising, calendars, posters, brochures, media, publicity, catalogues, museum, educational and development projects, or other similar publications, provided that these rights are exercised in a professional manner. No three-dimensional reproductions may be made of final Artwork by City without prior written consent from Artist.

All reproductions by the City shall contain a credit to the Artist substantially in the following form: Carl Zachmann, (year of completion).

## **27. ARTIST'S RIGHTS**

- Registration
  - The Artist may cause to be registered, with the United States Register of Copyrights, a copyright of the Artwork in the Artist's name.
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  - The City recognizes that maintenance of the Artwork on a regular basis is essential to the integrity of the Artwork. The City shall take reasonable steps to assure that the Artwork is properly maintained and protected, considering the instructions of the Artist provided in accordance with Paragraph 17.
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The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid, or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to either party.

## **29. ORDER OF PRECEDENCE**

In all instances where any language In any attachment or Exhibit attached hereto is different from, additional to, or inconsistent with the main body of this Agreement for Services (all sections and the recitals), the main body of this Agreement for Services (all sections and the recitals) shall govern and control.

**30. FINAL AGREEMENT**

This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations either oral or written not herein contained.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year indicated below.

**Artist**

**City of Fergus Falls**

By: \_\_\_\_\_  
Carl Zachmann

By: \_\_\_\_\_  
Ben Schierer, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Andrew Bremseth, City Administrator

Date: \_\_\_\_\_

State of Minnesota )  
  ) ss.  
County of Otter Tail )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by \_\_\_\_\_ and \_\_\_\_\_, the Mayor and City Administrator of the City of Fergus Falls, a body politic and corporate existing under the laws of the State of Minnesota, on behalf of the municipal corporation.

\_\_\_\_\_  
Notary Public

State of Minnesota )

) ss.  
County of Otter Tail)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, an artist for the Phase II Downtown Riverfront Improvements.

\_\_\_\_\_

Notary Public

MINN.STAT.§ 176.182

This information is required by law and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. Furthermore, if this information is not provided or is falsely stated, it may result in a \$2,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry.

Insurance Company Name:

Policy No:

Dates of Coverage: OR

Applicant is not required to have workers' compensation liability coverage because: (check one)

- (        ) Applicant has no employees;
- (        ) Applicant is self-insured (include a copy of your permit to self-insure);
- (        ) Applicant has no employees who are covered by workers' compensation; OR
- (        ) Certificate of Insurance is attached.

GRANTEE / ARTIST:

By: \_\_\_\_\_

Print or Type Name

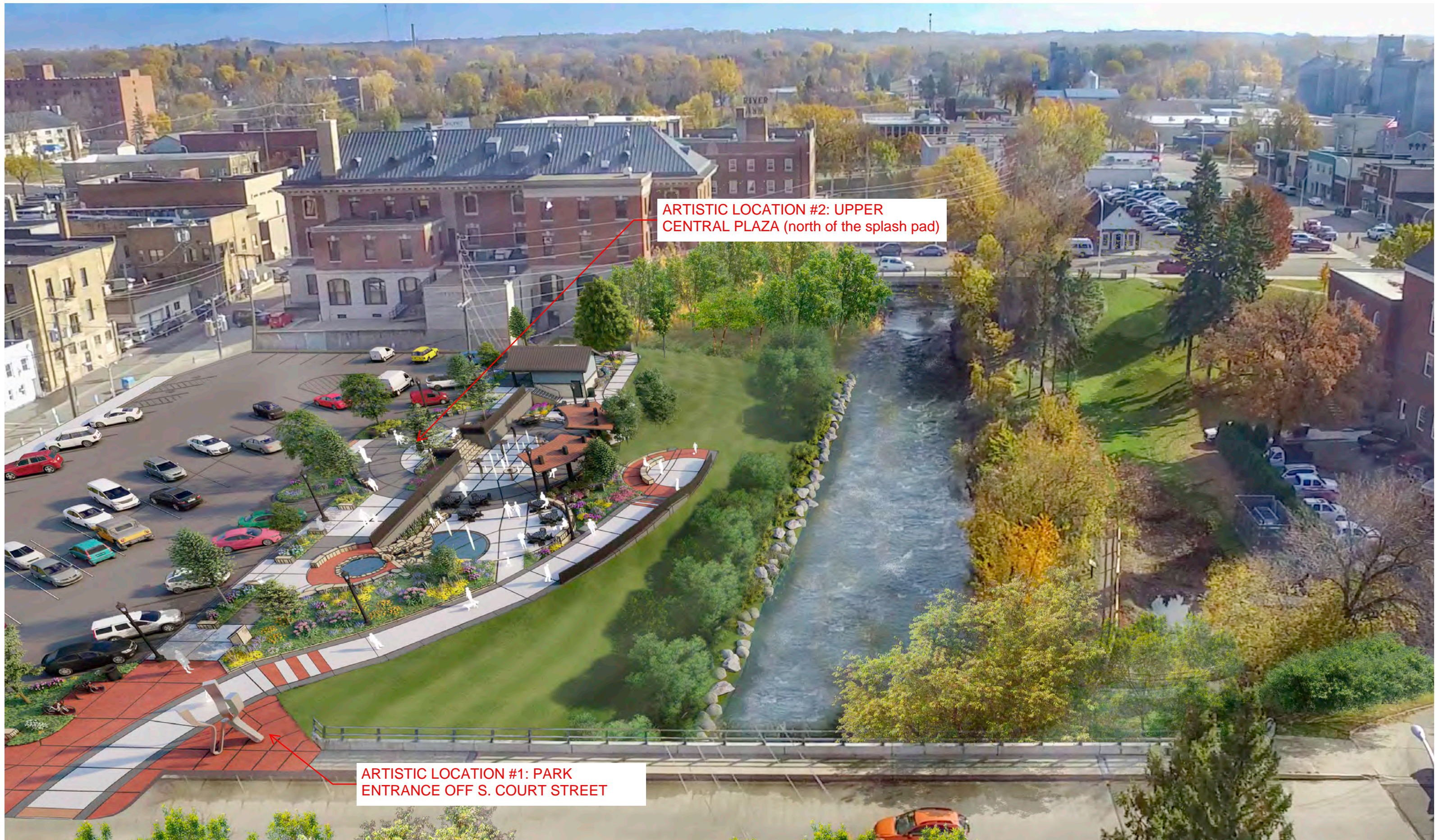
\_\_\_\_\_

Signature

Date: \_\_\_\_\_







ARTISTIC LOCATION #2: UPPER  
CENTRAL PLAZA (north of the splash pad)

ARTISTIC LOCATION #1: PARK  
ENTRANCE OFF S. COURT STREET

RESOLUTION #\_\_-2023  
RETIREMENT OF JAMES NEIGEL

WHEREAS, Jim Neigel has submitted his intent to retire effective June 2, 2023, and,

WHEREAS, Jim was hired as a Utility Maintenance/Light Equipment Operator at the burner on October 19, 1987 and,

WHEREAS, on March 20, 1992, he moved to a Stationary Engineer at the burner and,

WHEREAS, Jim transferred to the Street Department to work as a Light Equipment Operator and,

WHEREAS, on October 1, 2001 Jim moved to a Heavy Equipment Operator position at the Street Department where he has worked until the present time and,

WHEREAS, Jim's unwavering commitment and dedication to the City of Fergus Falls has made him an incredible asset to the city for almost four decades and,

WHEREAS, Jim's attention to detail, knowledge in equipment operation and road repairs and knowledge in almost every aspect of Public Works, made him a valuable asset to the City.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Fergus Falls, Minnesota, to accept the resignation of Jim Neigel and thank him for nearly 36 years of dedicated service as an employee to the City of Fergus Falls.

The above and foregoing resolution was offered at a regular meeting of the City Council held on June 5, 2023 by Council Member \_\_\_\_\_ who moved its adoption, was seconded by Council Member \_\_\_\_\_ and adopted by the following vote:

AYES:

NAYS:

Whereupon the above resolution was duly adopted.

ATTEST:

ADOPTED:

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Mayor

City Council Meeting  
May 15, 2023

The Fergus Falls City Council held a regular meeting on Monday May 15, 2023, at 5:30 pm in the City Council Chambers. Pastor Jim Johnson of Calvary Free Church gave the invocation, and the Pledge of Allegiance was recited. Mayor Schierer called the meeting to order at 5:32 pm and the following council members were in attendance: Thompson, Rachels, Hicks, Fish, Job, Kvamme, Rufer and Kremeier.

### **Approval of Agenda**

A motion and second were made by Hicks and Thompson to approve tonight's agenda with the requests of Kvamme to remove an item from the consent agenda and add an acknowledgement of the volunteer work of high school students and a request from Kremeier to speak about mediation under old business and the motion carried.

### **PI 6079 Final Cost Hearing**

PI 6079 is the 2022 sidewalk/driveway improvement projects initiated by homeowners by 100% petition. The interest rate is 5.25% and the final assessments are on a variable term based on the assessment value. The public hearing was opened at 5:35 pm and as no one appeared, the hearing was closed. Kvamme offered **Resolution #89-2023** adopting the final cost assessments for PI 6079, the 2022 sidewalk/driveway improvements, which was seconded by Rufer and was adopted.

### **Housing Tax Rebate Public Hearings**

Four properties have applied for the housing tax rebate program. The public hearing was opened at 5:38 pm, as no one appeared, the hearing was closed. Thompson offered **Resolution #90-2023** approving a property tax rebate for 1323 Lenore Way, which was seconded by Fish and was adopted. Rachels offered **Resolution #91-2023** approving a property tax rebate for 1340 Lenore Way, which was seconded by Hicks and was adopted. Fish offered **Resolution #92-2023** approving a property tax rebate for 3405 Pebble Hills Drive, which was seconded by Rufer and was adopted by a 5-3 vote. Voting in favor were Thompson, Rachels, Fish, Kvamme, and Rufer. Voting in opposition were Hicks, Job and Kremeier. Fish offered **Resolution #93-2023** approving a property tax rebate for 3620 Pebble Hills Drive, which was seconded by Kvamme, and voting resulted in a 4-4 tie. Voting in favor were Rachels, Fish, Kvamme and Rufer. Voting in opposition were Thompson, Hicks, Job and Kremeier. Mayor Schierer voted in the affirmative and the resolution was adopted.

### **Proclamation: Public Works Week**

Mayor Schierer read a proclamation declaring May 21-27, 2023, as National Public Works Week.

### **Consent Agenda**

The following items were approved under **Resolution #94-2023** by Rufer: Motion approving the minutes from the May 1, 2023 City Council meeting, the May 10, 2023 Committee of a Whole meeting and the May 10, 2023 Special Council meeting. Motion approving the following licenses: Food Truck Permit Spanky's Stone Hearth, On the Hook Fish & Chips, Fish Factor 108 LLC; Minnesota Lawful Gambling Permit Fergus Falls Youth Baseball Inc. for raffle at DeLagoon Park on June 29, 2023; Excavator Ben Wolden Landscaping, Outdoor Renovations Landscape & Nursery; Sidewalk/Paving Robert Nordick Construction, Andy's Concrete, Derosier Masonry, Ben Wolden Landscaping; Chicken Permit Cindy Jensen 544 W Summit Avenue and Callie Shea 615 S Woodland

Drive. **Resolution #95-2023** setting the final cost hearing for City Project 5960, the 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. **Resolution #96-2023** approving the Library Use Conduct Policy. Motion directing the City Attorney to modify the municipal tax ordinance to include short-term rentals and municipal campgrounds. **Resolution #97-2023** authorizing the execution of a partial release of a permanent utility easement at 1007 N Tower Road. **Resolution #98-2023** initiating PI 6080, the 2023 sidewalk/driveway program and approving the 2023 assessment rates. **Resolution #99-2023** 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. **Resolution #100-2023** approving the 2023 Lifeguard Services Contract with the Fergus Falls YMCA for lifeguarding services at Pebble Lake Beach. **Resolution #101-2023** approving a contract with Greystone Construction to provide and install a 65' x 84' Atlas L10 Series building as a salt/sand storage structure. The resolution was seconded by Thompson and was adopted.

### **PI 9353, Airport Master Plan**

Kvamme pointed out the airport master plan is necessary to receive federal funds for airport projects and felt this is a good example of the city investing in their current assets. The cost of the professional services for this plan is \$364,200 and 90% of the cost is covered by federal funding. Kvamme offered **Resolution #102-2023** 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, which was seconded by Rachels and was adopted.

### **Ordinance 37, Eighth Series**

After clarifying the means of recourse for violation of the noise ordinance, Ordinance 37, Eighth Series, Amending City Code Chapter 90.24, Noise Violations was adopted by a roll call vote.

### **Lessards-Sams Outdoor Heritage Council for Lake Alice**

The Lessards-Sams Outdoor Heritage Council was established by the legislature for projects relating to the restoration, protection and enhancement of wetlands, prairies, forests and habitat for fish, game and wildlife. The city's lobbyist is encouraging the city to consider an application for grit chambers to help catch sediment before it enters Lake Alice. Kvamme offered **Resolution #103-2023** authorizing staff to apply to the Lessards-Sams Outdoor Heritage Council for the installation of grit chambers for Lake Alice, which was seconded by Hicks and was adopted.

### **Property Tax Rebate Program**

The council has been considering changes to the property tax rebate program including a separate incentive program for first time homebuyers. There was discussion regarding what qualifies as a significant improvement and ensuring the value of the property is higher than the rebate provided. Thompson offered **Resolution #104-2023** to modify the city's property tax rebate program to cap eligible property values at \$400,000, which was seconded by Job and was adopted.

### **Resolution of Accounts**

Fish offered a resolution authorizing the payments and claims in the amount of \$2,047,872.11, which was seconded by Rufer and was adopted.

### **Code of Conduct Policy**

Last week the council asked for a sub-committee of City Council and Charter Commission members to review the proposed Code of Conduct Policy for Elected Officials. Since that time, the Charter Commission leadership has respectfully declined to participate in the review process as this is out of the scope of their role. They are willing to help review any sections that pertain to the Charter language. Hicks felt the Charter Commission could serve as a neutral body to resolve conflicts between council members. City Attorney Rolf Nycklemoe clarified the differences between the City Charter and the City Code. The Charter Commission is made up of private residents, appointed by the court. They review the Charter as the city's constitution and larger issues such as the structure of government. The City Council, comprised of elected officials, implements the code language governing many of the city's functions. Although having more people in the review process may be helpful, this is the council's document, and it is their responsibility to govern themselves and hold each other accountable. A motion and second were made by Hicks and Fish to approve a sub-committee of Scott Rachels, Scott Kvamme, Laura Job, and Tom Rufer to review the proposed Code of Conduct for Elected Officials and the motion carried.

### **Old Business**

Kremeier said the council requested mediation services between himself and council member Thompson with a mediator from the League of Minnesota Cities (the League), which he has declined. Mark Leighton (a resident of Ward Two) and Mike Mortenson (a resident of Ward Three) are willing to participate in mediation with Thompson if an attorney is present to ensure the conversation is properly documented. City Administrator Andrew Bremseth was uncertain if the League would provide the mediation services between an elected official and private residents and felt it is unlikely they would provide this service at no cost. Mayor Schierer agreed the League needs to be consulted and expressed his feelings that no more additional taxpayer funds be expended on this issue. Job felt it was valuable to do what is needed to move the city forward. Kremeier felt this is taxpayer money well spent as this is the only way it is possible to move forward. Rachels said the council members attending the retreat unanimously agreed they want mediation between council members Kremeier and Thompson, and that stance has not changed. He asked Kremeier to reconsider his participation. Kremeier responded this is not an issue between himself and Thompson, but rather between the private residents and Thompson. Schierer said these concerns of the private residents have been resolved by legal means. The city funded an independent investigation conducted by an attorney and the election issue was resolved by a three-judge panel at the state level. In his mind, these matters have been resolved and no additional taxpayer funds need to be expended for private issues.

The National Honor Society students who recently assisted the city in painting messages on local storm drains about protecting the city's water quality were commended for their efforts. A town hall meeting is set for May 17 at 6:30 pm at the Public Library.

The meeting adjourned at 6:24 pm

*Lynne Olson*

### **Open Forum**

The person who requested to speak at the open forum did not appear. Bob Noah provided his opinion people addressing the council through the open forum need not supply their home address. The City Attorney suggested those using the open forum should identify if they are a city resident.

Committee of the Whole Meeting  
May 31, 2023

The Fergus Falls City Council met as a Committee of the Whole on Wednesday May 31, 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: Rachels, Hicks, Fish, Job, Kvamme and Kremeier. Thompson and Rufer were absent.

**Open Forum Policy**

The council directed staff to amend the open forum policy. Proposed changes include eliminating the advance sign up and holding the open forum during the petitions and communications section of the meeting, addressing the amount of time allotted to speakers and limiting the use of city technology unless advance arrangements have been made. A motion and second were made by Hicks and Kvamme to recommend the council amend the city's open forum policy and the motion carried.

**Airport Maintenance & Operations Grant**

In addition to state and federal grant funds for capital projects at the Fergus Falls airport, the state also provides funding to supplement annual airport operations through a State of Minnesota Airport Maintenance and Operations Grant. The grant terms for state fiscal years 2024 and 2025 are a 75% reimbursement for eligible items not to exceed \$70,606 each fiscal year. A motion and second were made by Fish and Kvamme to recommend the council accept the State of Minnesota Airport Maintenance and Operations grant offer for state fiscal years 2024 and 2025 and the motion carried.

**Airport Entitlement Funds**

The Fergus Falls Municipal Airport receives \$150,000 annually in entitlement funds that can be used towards justified and eligible airport projects. The city can accrue up to four years or \$600,000 towards larger airport development projects. Funds not used within four years must be turned back to the FAA. Fergus Falls has an entitlement balance of \$141,369 they are not planning to use this year and the Red Wing Regional Airport is requesting \$75,000 of the city's entitlement funds to complete a project which they will reimburse in 2024. A motion and second were made by Hicks and Rachels to recommend the council authorize the executed FAA Form 5100-110 between the City of Fergus Falls and the Red Wing Regional Airport and the motion carried.

**Oak Street Vacation Petition**

The city received a vacation petition for a platted area in Oak Street right of way between Blocks 6 and 7 in the Nelson's 2<sup>nd</sup> Addition. The land to the south is not conducive to development and staff recommended approving the request. Vacation petitions require a public hearing. A motion and second were made by Fish and Kremeier to recommend the council accept the Oak Street vacation petition and set the public hearing for July 3, 2023, at 5:30 pm and the motion carried.

**PI 5364 & 5365, 2023 Mill and Overlay, Seal Coat Projects**

PI 5364 is the 2023 mill and overlay improvement project tentatively involving Park Street, Skogmo Blvd and other possible streets in Ward Three. The city's 2023 budget for this project is \$296,140. PI 5365 is the 2023 seal coat improvement project, and this project scope has not yet been identified. The city's budget for this work is \$156,780. A motion and second were made by Kvamme and Hicks to recommend the council initiate PI 5364 and PI 5365 and order the plans and specifications for each project and the motion carried.

### **PI 9504, Aquatics Center Improvements**

Hicks suggested this item be tabled until Monday as the public would like to comment on the tree removal required with this project. Kvamme felt it is appropriate to discuss today's issue of accepting the professional services proposal based on the new legislation adopted by the state and it is independent of the impact on the trees. In November of 2022 local voters approved a ballot question to implement a local option sales tax for \$10.8 million to fund an aquatics center in Roosevelt Park. At that time the city had legislative authority for a \$7.8 million project with a request ready for the 2023 legislative session for an additional \$3 million to fully fund the project through a sales tax. Upon successful passage of the ballot question the city accepted a professional services proposal for PI 9504, the Aquatics Center improvement project from JLG Architects in the amount of \$681,200 or 8.7% of the total estimated project cost of \$7.8 million. The legislative request for an additional \$3 million was approved last week requiring the contract with JLG be adjusted for 8.7% of the \$10.8 million project or \$939,600. A motion and second were made by Fish and Kvamme to recommend the council accept JLG Architect's professional services proposal for design development, final design, and construction administration in the amount of \$939,600 and the motion carried.

### **Fire Department Mutual Aid**

The Fergus Falls Fire Department has been a partner in the county-wide mutual aid agreement which expires at the end of 2023. Chief Muchow reviewed minor changes in the document as agreed by the city and other departments. A motion and second were made by Rachels and Job to recommend the council renew the Otter Tail County Fire Department's Joint Cooperative Agreement for the use of emergency operations personnel and equipment and the motion carried.

### **West Central Initiative**

Samantha Van Wechel-Meyer thanked the city for their ongoing support in economic and community development at West Central Initiative. She reviewed their loan program, grants and initiatives. Mayor Schierer is assisting the organization with their rural democracy program and County Commissioner Kurt Mortenson commented on the direct impact the community gets from the organization.

### **Summit Carbon Solutions**

Joe Caruso, representing Summit Carbon Solutions reviewed their project, scope and timeline to build a 2,100-mile pipeline to capture and permanently store up to 18 million tons of carbon dioxide from 34 biofuel plants across five states that will be stored at an underground site in North Dakota. He explained how the project will capture, transport, and store the materials. The project will reduce the carbon intensity of ethanol, reduce greenhouse emissions, and enhance the long-term profitability of ethanol and agriculture. On an annual basis the ethanol industry adds \$2.7 billion to the state's annual GDP contribution and 22,000 + jobs. Summit Carbon Solutions has been holding public meetings and seeking input from those who may be impacted. They will only bore into private, not public right of ways and counties with bio-fuel plants and the pipeline will see significant economic benefits from this \$4.5 billion project projected to begin in 2024. The council will continue to receive quarterly updates about the project.

The meeting adjourned at 8:01 am

*Lynne Olson*



FOR COUNCIL MEETING — JUNE 05, 2023

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

Excavator

Diversified Foundations, LLC

Outdoor Renovations Landscaping & Nursery

Fireworks Display

SummerFest Fireworks on June 10, 2023 at the RTC Grounds

Fireworks Sales

Walmart/TNT Fireworks for sales June 5-July 8, 2023

Otter Tail Plaza/TNT Fireworks for sales June 20-July 5, 2023

Food Truck Permit

Jonnys LLC

Cooler Treats

This Little Piggy Catering (A'Britin)



# Planning Commission Staff Report

**To:** City Council  
**Respectfully Submitted:** Klara Beck, Community Development Manager  
**Date:** May 24, 2023  
**Subject:** CUP-2023-1

## REQUESTED ACTION

Approve Planning Commission's recommendation for **approval without conditions** of a conditional use permit for hemp processing or manufacturing in a B-3 general business district at 116 S Union Ave.

## GENERAL INFORMATION

<b>Applicant</b>	Sugar High LLC (Emily McCune)	<b>Planning Commission Hearing</b>	May 22, 2023
<b>Property Owner</b>	SPIES FAMILY REV LVG TST	<b>City Council Meeting</b>	June 5, 2023
<b>Address</b>	116 UNION AVE S	<b>Application Date</b>	April 25, 2023
<b>Parcel Number</b>	71-003-99-0315-000	<b>60-Day Expiration Date</b>	June 24, 2023
<b>Zoning</b>	B-3, General Business District		

## BACKGROUND

### Site Information & Current Conditions

The subject property is most notable as the location of the restaurant Toast. In the back of the building, separate from the restaurant space, is a shared commercial kitchen. The applicant, Sugar High LLC, has been approved by the building owner/ operator to rent use of the commercial kitchen for the processing or manufacturing of edible THC products.

City Code Chapter 154.038 B-3, General Business District, (C), allows the following use by conditional use permit: Hemp processing or manufacturing. Hemp Processing or Manufacturing is defined by City Code as follows: "Processing" means rendering by refinement hemp plants or hemp plant parts from their natural or original state after harvest. Processing includes but is not limited to decortication, devitalization, chopping, crushing, extraction, combining cannabinoid(s) with food ingredients, and packaging. Processing does not include typical farm operations such as sorting, grading, baling, and harvesting.

### Adjacent Zoning

All adjacent parcels are also zoned B-3, General Business District.

### Adjacent Uses

Uses within the subject property include a restaurant and shared commercial kitchen. Uses adjacent include retail, grocery store, and restaurant. Under construction nearby is a boutique hotel. Across the street is a city park and public parking.

**Proposed Project**

The applicant states the intended use is the manufacturing of Minnesota-compliant hemp-derived cannabinoid edibles for packaging/ retail sale at the applicant's business storefront, Sugar High Cannabis Consulting & Dispensary, located at 123 E Lincoln Ave.

Processing & manufacturing operations will occur at 116 S Union at off-hours from any other business uses on site.

**Public Notification & Comments**

A notice of the public hearing was published in the *Daily Journal* on May 10, 2023.

Simultaneously, a copy of the public hearing notice was mailed to 17 property owners within 350' of 116 S Union.

**PROPOSED FINDINGS**

§154.019(D) of the City Code states the Planning Commission shall recommend a conditional use permit and the Council may issue conditional use permits if it finds that the use at the proposed location meets the following criteria:

1. Will not be detrimental to or endanger the public health, safety, or general welfare of the neighborhood or the city.

*The proposed use will not be detrimental or endanger public health, safety, or general welfare as processing will occur during off hours and will match the operations of candy or chocolate making production. **Criteria Met***

2. Will be harmonious with the general and applicable specific objectives of the comprehensive plan and code provisions.

*The city does not have a comprehensive plan. **Criteria Met***

3. Will be designed, constructed, operated and maintained so as to be compatible or similar in an architectural and landscape appearance with the existing or intended character of the general vicinity and will not change the essential character of that area, nor substantially diminish or impair property values within the neighborhood.

*No changes to the building are proposed in relation to this CUP application. All activities will take place in an existing commercial kitchen. **Criteria Met***

4. Will be served adequately by existing (or those proposed in the project) essential public facilities and services, including streets, police and fire protection, drainage, structures, refuse disposal, water and sewer systems and schools.

*The use is in an existing building in a developed area of the city which is served by public utilities and services. **Criteria Met***

5. Will not involve uses, activities, processes, materials, equipment and conditions of operation that will be hazardous or detrimental to any persons, property or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare or odors.

*Operations will match those of candy or chocolate making production. **Criteria Met***

6. Will have vehicular ingress and egress to the property which does not create traffic congestion or interfere with traffic on surrounding public streets.

*The use is in an existing building in a developed area of the city which is served by adequate access to and from street and parking infrastructure. **Criteria Met***

7. Will not result in the destruction, loss or damage of a natural, scenic or historic feature of major importance.

*The use is contained in an existing building that is nearby the Historic Red River Flour Mill, but no changes to the outward appearance of 116 S Union Ave will occur due to receipt of a CUP. **Criteria Met***

### RECOMMENDED ACTION

Based on the proposed findings staff recommend **approval without conditions** of the conditional use permit for hemp processing or manufacturing in a B-3 general business district at 116 S Union Ave.

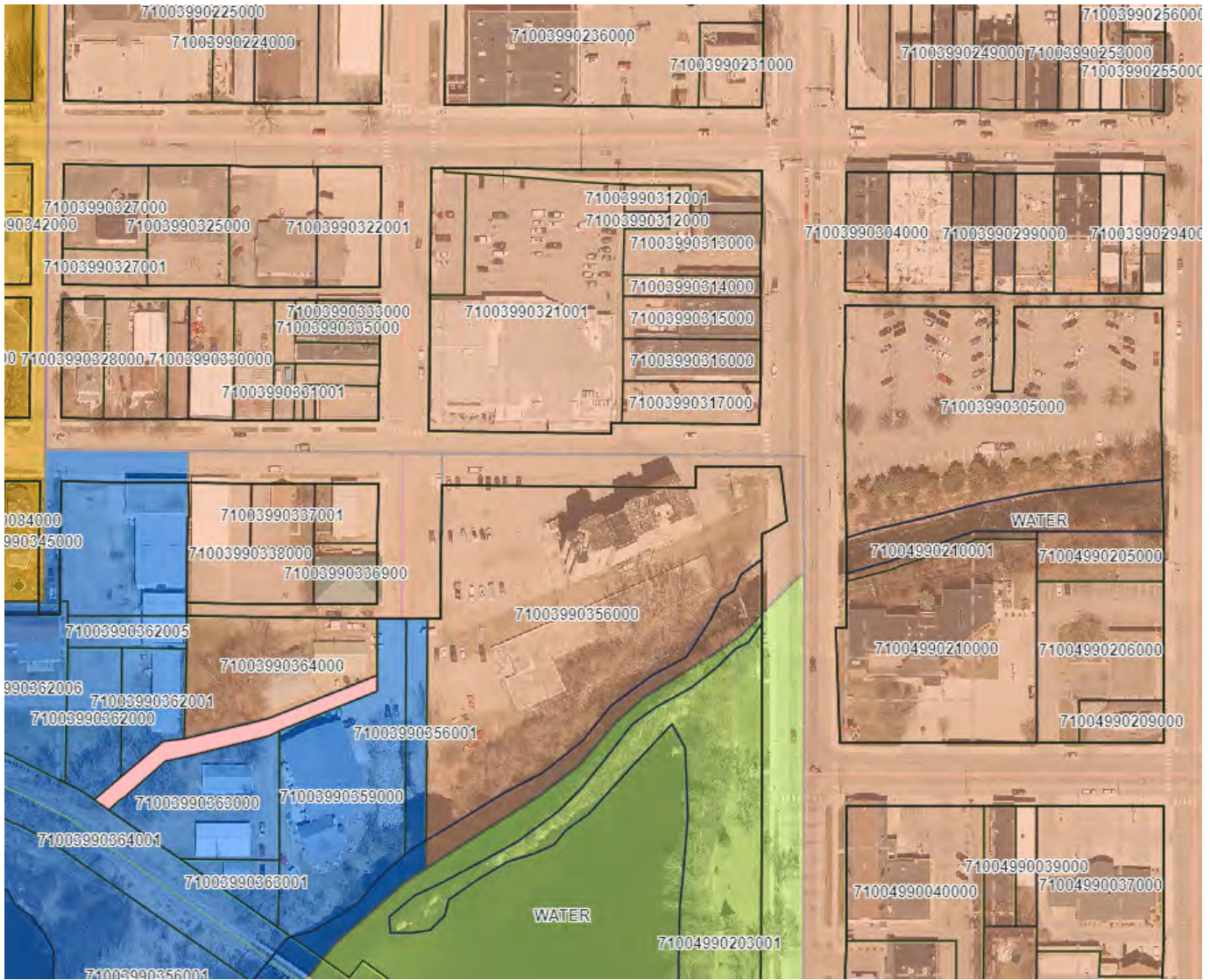
### ATTACHMENTS

1. Context Map
2. Zoning Map
3. Application & Supporting Materials

**Context Map**  
116 S Union Ave



## Zoning Map 116 S Union Ave



- R-A : AGRICULTURAL RESIDENCE DISTRICT
- R-1 : ONE FAMILY RESIDENCE DISTRICT
- R-2 : ONE & TWO FAMILY RESIDENCE DISTRICT
- R-3 : MULTIPLE FAMILY RESIDENCE (TOWNHOUSE)
- R-4 : MULTIPLE FAMILY RESIDENCE DISTRICT
- B-1 : LIMITED BUSINESS DISTRICT
- B-2 : SERVICE BUSINESS DISTRICT
- B-3 : GENERAL BUSINESS DISTRICT
- B-6 : SUB-REGIONAL SHOPPING CENTER
- I-1 : PLANNED INDUSTRIAL DISTRICT
- I-2 : GENERAL INDUSTRIAL DISTRICT
- I-3 : PLANNED INDUSTRIAL DISTRICT



112 West Washington Avenue

Fergus Falls, MN 56537

Phone: 218-332-5434

e-mail: [planning@ci.fergus-falls.mn.us](mailto:planning@ci.fergus-falls.mn.us)

[www.ci.fergus-falls.mn.us](http://www.ci.fergus-falls.mn.us)

### Conditional Use Permit

Application fee should be made payable to The City of Fergus Falls upon submittal of completed application. Please complete the application by typing or printing in ink. Use additional paper if necessary.

#### 1. Property Owner Information:

Company name: Toast

Last name: \_\_\_\_\_ First name: \_\_\_\_\_

Address: 116 S. Union Ave. City/State/Zip: Fergus Falls, MN 56537

Phone number: \_\_\_\_\_ Email address: \_\_\_\_\_

#### 2. Applicant Information: (if different from above)

Company name: Sugar High LLC

Last name: McCune First name: Emily

Address: 1219 1/2 E. Fir Ave. City/State/Zip: Fergus Falls, MN 56537

Phone number: 218-731-0015 Email address: libramaid42@gmail.com

#### 3. Address(es) of Property Involved: (if different from above)

4. Zoning Designation: B-3 General Business

5. Statement of Intent: Briefly describe what will be done on or with the property requiring the conditional use approval.

Manufacture of Minnesota-compliant hemp-derived cannabinoid edibles for packaging / retail sale at my dispensary, Sugar High Cannabis Consulting & Dispensary

**7. Additional Required Information:**

**a. Legal Description and PIN:** Provide the Parcel Identification Number(s)

R71003990315000

**Complete legal description(s) of the property involved or put "see attached"**

116 South Union Avenue Fergus Falls MN 56531

**b. Proposed Plans:** A site plan is required. A landscape plan, grading and drainage plan, and other items may be required by the city/planning commission.

**c. Written Narrative:** The written narrative should thoroughly address the following general items in addition to any specific requirements pertaining to the proposed use, which Section 154.019 (Conditional Use Permit) of the City Code directs the City Council to evaluate during consideration of conditional use applications:

(1) Will not be detrimental to or endanger the public health, safety, or general welfare of the neighborhood or the city?

operations will bear zero effect or consequence on public health or safety; operations will be exactly the same as any other local candy- or chocolate- production

(2) Will be harmonious with the general and applicable specific objectives of the comprehensive plan and code provisions?

operation plan is in alignment <sup>with</sup> any local code provisions, as well as state regulations/provisions.

(3) Will be designed, constructed, operated and maintained so as to be compatible or similar in an architectural and landscape appearance with the existing or intended character of the general vicinity and will not change the essential character of that area, nor substantially diminish or impair property values within the neighborhood?

Operations will bear no consequence on any of the above; we will operate exclusively off-hours of any other business operations in the same building/address; zero impact on impairment of property values.



(4) Will be served adequately by existing (or those proposed in the project) essential public facilities and services, including streets, police and fire protection, drainage, structures, refuse disposal, water and sewer systems and schools?

Yes, no impact on any of the above; operations will be conducted indoors only and off-peak hours

(5) Will not involve uses, activities, processes, materials, equipment and conditions of operation that will be hazardous or detrimental to any persons, property or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare or odors?

Operations will include use of kitchen equipment ONLY; no part of operations will impact / effect neither patrons nor the community (traffic, noise, fumes, etc.); any associated odors will be treated as all odors generated in the same space during restaurant operations (via ventilation, hoods, etc.)

(6) Will have vehicular ingress and egress to the property which does not create traffic congestion or interfere with traffic on surrounding public streets?

No part of operations will effect any of the above

(7) Will not result in the destruction, loss or damage of a natural, scenic or historic feature of major importance?

No part of operations will effect any of the above

**8. Signature(s):** By signing below, you attest that the information above and attached is true and correct to the best of your knowledge.

Property Owner:

*[Signature]*

Date:

4-25-23

Applicant:

*[Signature]*

Date:

4/3/23

# Open Forum Registration

City of Fergus Falls

~~A written request to address the Council at the Open Forum must be filed and received in the City Administrator's office by noon the day of the City Council meeting. The Open Forum is held from 5:20-5:30 pm.~~

~~Today's Date: \_\_\_\_\_ Date wishing to speak: \_\_\_\_\_~~

~~Name: \_\_\_\_\_~~

~~Address: \_\_\_\_\_~~

~~Issue you wish to address with the Council:~~

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

~~Action you would like to see taken by the Council:~~

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

~~If you would like to be contacted regarding this issue, please provide the following:~~

~~\_\_\_\_\_ and/or \_\_\_\_\_~~

~~Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_~~

~~I have read the City of Fergus Falls Open Forum Policy (see back) and agree to comply with the rules as outlined: \_\_\_\_\_~~

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ *Must be signed*

## Open Forum Policy

1. The open forum is an opportunity to address the Fergus Falls City Council regarding a city business item that is not on the agenda of a regular meeting. ~~The open forum will be held from 5:20-5:30 pm the day of a~~ **during** ~~scheduled city council meetings and the time is to be used to talk about an issue. It is not to make a presentation.~~
2. ~~A written request to participate in the open forum must be filed with the City Administrator's office by noon the day of the City Council meeting. The form must be filled out with the participant's name, address, and a brief detailed statement of the comment or issue to be addressed.~~
2. When addressing the council, participants shall ~~stand at~~ **address** the Council from the podium and speak into the microphone. Each participant shall begin by stating their name and **address if they are a resident of the city.**
3. Speakers will be limited to a maximum of THREE minutes, **unless additional time is granted by the Mayor.**
4. All remarks should be directed to the City Council. The Mayor may limit the number of individuals ~~presentations~~ on any issue to accommodate time set aside for the open forum session.
5. Open forum comments may be limited if they become redundant, repetitive, irrelevant, argumentative, disrespectful, disparaging, harassing, abusive, discriminatory, or do not relate to official city business. Participants shall conduct themselves in a professional, courteous manner and refrain from the use of profanity.
6. The open forum must not be used to make personal attacks on the Mayor, Council, city staff, members of the public, or any business.
7. It is inappropriate to use the open forum to make political endorsements, political speeches or for any political campaign purposes.
8. The council will generally not engage in debate or dialogue with speakers during the open forum session and may refer the issue to staff or ask that it be scheduled on a future agenda, if necessary.
9. Speakers will not be permitted on the same subject more than 2 times within a 12-month period.
10. ~~All materials to be discussed, including photos, must be submitted at the time of the request submission.~~ The use of city technology ~~during the meeting~~ **may be not allowed with advance notice and availability.**

*This open forum policy was adopted on April 16, 2018  
Resolution #79-2018*





# Council Action Recommendation

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Page 1 of 2

**Meeting Date:**

May 31, 2023 – Committee of the Whole

June 5, 2023 – City Council

**Subject:**

SFY 2024-2025 Airport Maintenance & Operations Grant (S.P. A5601: MO24, MO25)

**Recommendation:**

- Resolution accepting the State of Minnesota Airport Maintenance & Operations (M&O) Grant offer for State Fiscal Years 2024 and 2025

**Background/Key Points:**

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

The attached grant terms are for State Fiscal Years (SFY) 2024 and 2025. The State is offering **75-percent** reimbursement for eligible items, not to exceed **\$70,606.00** for each fiscal year. Eligible items include city employee wages, heating, electricity, parts, supplies, pavement repairs, etc.

The State requires operational safety standards be adhered to and maintained as a recipient sponsor for these funds. These standards are similar to other grant assurances associated with the Airport capital improvement projects; to operate and maintain the Airport in a safe and serviceable manner for public aeronautical purposes.

**Informational Note:**

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

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

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

SFY 2022 & 2023: Annual grant amount was \$71,453.00 at a 75.0% reimbursement rate

**Budgetary Impact:**

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

**Originating Department:**

Engineering Department

**Respectfully Submitted:**

Brian Yavarow, P.E. – City Engineer

**Attachments:**

State of Minnesota Airport M&O Grant Contract: SFY 2024 and 2025  
Sample Resolution

**STATE OF MINNESOTA**  
**AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT**

**State Project Number (S.P.):** A5601-MO24  
**State Project Number (S.P.):** A5601-MO25

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

### **RECITALS**

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1. Minnesota Statutes §§360.015 and 360.305 authorize State to provide financial assistance to airports for maintenance and operation activities.
2. Recipient owns, operates, or controls an airport (“Airport”) in the state system, and Recipient desires financial assistance from the State for maintenance and operation activities for State Fiscal Year 2024 and State Fiscal Year 2025.
3. Recipient represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the State.

### **CONTRACT TERMS**

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#### **1. Term of Contract and Survival of Terms**

- 1.1. **Effective Date:** This contract will be effective on July 1, 2023, or the date State obtains all required signatures under Minnesota Statutes §16B.98, subdivision 5, whichever is later. As required by Minnesota Statutes §16B.98 Subd. 7, no payments will be made to Recipient until this contract is fully executed.
- 1.2. **Expiration Date:** This contract will expire on June 30, 2025.
- 1.3. **Survival of Terms:** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this contract, including, but not limited to, the following clauses: 9. Indemnification; 10. State Audits; 11. Government Data Practices; 13. Governing Law, Jurisdiction and Venue; and 14. Data Disclosure.

#### **2. Recipient’s Duties**

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

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

### 3. Recipient's Assurances

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

### 4. Third-Party Contracting

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

### 5. Consideration and Payment

- 5.1. **Consideration.** State will pay for all eligible telecommunication, maintenance, and operation costs incurred by Recipient under this Contract as follows:
  - 5.1.1. **Basis.** Recipient will be reimbursed for 100% of telecommunication costs associated with the operation of state-owned navigational aids. Recipient will be paid for 75% of all other eligible maintenance and operation costs not reimbursed by any other source. Eligible maintenance and operations costs will be determined at the sole discretion of State's Authorized Representative.
  - 5.1.2. **Telecommunication Amount.** State has currently obligated \$0.00 in each State fiscal year to reimburse eligible telecommunication costs at 100%.
  - 5.1.3. **Maintenance and Operation Amount.** State has currently obligated \$70,606.00 in each State fiscal year to reimburse other eligible costs at 75%.
  - 5.1.4. **Total Obligation.** The total obligation of State for all compensation and reimbursements to Recipient under this contract will not exceed \$141,212.00 (State fiscal years 2024 and 2025).
- 5.2. **Payment.**
  - 5.2.1. **Invoices.** The Recipient must submit a reimbursement request of its eligible costs to the Director of the Office of Aeronautics on a quarterly basis or as directed by State's Authorized Representative. The State's Office of Aeronautics will supply the reimbursement request forms which Recipient must submit. Reimbursement requests must be submitted according to the following schedule:
    - On or after October 1, **and no later than November 15**, for the period July 1 through September 30.
    - On or after January 1, **and no later than February 15**, for the period October 1 through December 31.
    - On or after April 1, **and no later than May 15**, for the period January 1 through March 31.
    - On or after July 1, **and no later than August 15**, for the period April 1 through June 30.The State may reject costs that the State determines are not eligible maintenance and operations expenses.
  - 5.2.2. **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.



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

**6. Conditions of Payment**

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

**7. Authorized Representatives**

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

Name/Title: Jenny Bahneman, Grants Specialist Coordinator  
Address: Office of Aeronautics,  
395 John Ireland Boulevard, Mail Stop 410  
Saint Paul, Minnesota 55155  
E-Mail: jenny.bahneman@state.mn.us

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

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

Name/Title: Brian Yavarow, City Engineer  
Address: 112 West Washington Avenue, Fergus Falls, MN 56537  
Telephone: (218) 332-5413  
E-Mail: brian.yavarow@ci.fergus-falls.mn.us

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

## 8. Assignment, Amendments, Waiver and Contract Complete

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

## 9. Indemnification

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

## 10. State Audits

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

## 11. Government Data Practices

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

## 12. Workers' Compensation

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

## 13. Governing Law, Jurisdiction and Venue

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

#### 14. Data Disclosure

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

#### 15. Termination and Suspension

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

#### 16. Discrimination Prohibited by Minnesota Statutes §181.59

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

#### 17. Limitation.

- 17.1. Under this contract, the State is only responsible for disbursing funds. Nothing in this contract will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Recipient, however, the Recipient will remain responsible for providing direction to its contractors and consultants and for

administering its contracts with such entities. The Recipient's consultants and contractors are not intended to be third party beneficiaries of this contract.

**STATE ENCUMBRANCE VERIFICATION**

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT Contract (SC) ID No. \_\_\_\_\_

Purchase Order (PO) ID No. \_\_\_\_\_

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

**RECIPIENT**

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MnDOT CONTRACT MANAGEMENT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**RESOLUTION**

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

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

1. That the state of Minnesota Contract Number 1053266,  
"Airport Maintenance and Operation Grant Contract," at the  
Fergus Falls Municipal Airport is accepted.

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

**CERTIFICATION**

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
(Name of the Recipient)

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

Signature: \_\_\_\_\_  
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



## Council Action Recommendation

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Page 1 of 2

**Meeting Date:**

May 31, 2023 – Committee of the Whole

June 5, 2023 – City Council

**Subject:**

Vacation Petition – Platted Oak Street R/W between Blocks 6 & 7, Nelson’s 2<sup>nd</sup> Addition

**Recommendation:**

- Accept the Oak Street Vacation petition
- Set the Public Hearing date for July 3, 2023 City Council meeting

**Background/Key Points:**

City staff has received a “Vacation” petition for the above referenced platted area. Please refer to the attached petition and exhibit for additional information.

The new owners of Blocks 6 and 7 are requesting the vacation of Oak Street as illustrated. Oak Street is dedicated 75-foot R/W located between Blocks 6 and 7 and bounded by St. Charles Avenue to the north, and private property to the south. To date, this R/W has not been developed since the initial plat recording. If acceptable, the procedural steps moving forward are:

- A Public Hearing on the vacation is requested for scheduled for the July 3rd City Council meeting at 5:30 p.m.
- A Notice of the Hearing will be mailed to all owners of property adjacent to Oak Street and to Public Utility Companies.
- After receiving comments at the Public Hearing, the City Council will decide whether or not to proceed with the “Vacation”.
- If approved, City staff will prepare the necessary “Ordinance” for introduction and first reading at a City Council meeting.
- A second reading is required at a separate City Council meeting before the City Council votes on the “Vacation” Ordinance.
- If approved by the vote, the “Vacation” Ordinance must then be published in the local newspaper. Fifteen days after the date of “Publication” the “Vacation Ordinance” becomes effective.
- The City then has the “Vacation Ordinance” recorded in the County’s property records.

**Budgetary Impact:**

The vacation process and publications is to be funded by the \$500.00 application fee that has been received.

**Originating Department:**

Engineering Department

**Respectfully Submitted:**

Brian Yavarow, P.E. – City Engineer

**Attachments:**

Vacation Petition – Location Map



VACATE OAK STR.

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





# Council Action Recommendation

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Page 1 of 1

**Meeting Date:**

May 31, 2023 – Committee of the Whole

June 5, 2023 – City Council

**Subject:**

PI 5364 – 2023 Mill & Overlay Improvement Project

PI 5365- 2023 Seal Coat Improvement Project

**Recommendation:**

- 1) Initiate Public Improvement No. 5364 - 2023 Mill & Overlay Improvement Project
- 2) Order the project plans and specifications for PI No. 5364
- 3) Initiate Public Improvement No. 5365 - 2023 Seal Coat Improvement Project
- 4) Order the project plans and specifications for PI No. 5365

**Background/Key Points:**

City staff has been evaluating local street candidates that will receive a bituminous overlay and seal coat application. These two (2) types of street applications are preventative maintenance strategies contracted on an annual basis throughout the City. Sidewalk pedestrian ramps will be improved to meet ADA standards in neighborhoods that receive a bituminous mill & overlay. Per City policy we are evaluating street candidates to receive a mill & overlay in Ward 3.

Potential mill & overlay streets segments might include Park Street and Skogmo Boulevard, and others in Ward 3 depending on funds and existing conditions. Seal coat candidates are not identified at this time.

If acceptable, staff will prepare the project plans and cost estimates prior to requesting authorization to advertise for bids. This work should be completed by September 2023.

**Budgetary Impact:**

The estimated construction costs have not been completed at this time however, will be selecting street segments accordingly in consideration of the City's 2023 budget levy amounts. Bituminous mill & overlay are budgeted for \$296,140 and \$156,780 for seal coat applications. These budget amounts include general engineering and contingency costs.

**Originating Department:**

Engineering Department

**Respectfully Submitted:**

Brian Yavarow, P.E. – City Engineer

**Attachments:**



## Council Action Recommendation

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Page 1 of 2

**Meeting Date:**

May 31, 2023 – Committee of the Whole

June 5, 2023 – City Council

**Subject:**

FFM Airport – AIP Entitlement Transfer between City of Fergus Falls and Red Wing Regional Airport

**Recommendation:**

- Authorize the City Engineer and City Attorney to execute FAA Form 5100-110 between City of Fergus Falls and Red Wing Regional Airport

**Background/Key Points:**

The Fergus Falls Municipal (FFM) Airport receives \$150,000 per year of Federal Aviation Administration (FAA) entitlement funding to use towards justified and eligible projects at the FFM Airport. The City can accrue up to four years of entitlement funds (\$600,000) to put towards a larger airport development projects such as a runway or taxiway reconstructions. If entitlement funds are not used within four years, they are turned back to the FAA and added to the FAA discretionary funding account which can be used for a project in any airport across the country.

Following the recent entitlement payback to the City of Walker, the City of Fergus Falls has a remaining entitlement balance of \$141,369. The Red Wing Regional Airport is looking to complete an access road rehabilitation project this year and is in need of \$75,000 of additional entitlement dollars. The City of Fergus Falls and the City of Red Wing have previously completed transfers to help both airports and has been a very successful partnership. Since the City of Fergus Falls does not need access to their FAA entitlement balance this year, they will be able to transfer the funds and be repaid in 2024 for upcoming projects stemming from the current Master Plan & ALP Update project.

The attached form is needed for the FAA to make the transfer of entitlement dollars between the Fergus Falls Municipal Airport and the Red Wing Regional Airport.

**Budgetary Impact:**

General staff time is associated with this request.

**Originating Department:**

Engineering Department

**Respectfully Submitted:**

Brian Yavarow, P.E. – City Engineer

**Attachments:**

FAA Form 5100-110



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-110, Request for FAA Approval of Agreement for Transfer of Entitlements**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

## Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor:

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47114(c) for

the: Name of Transferring Airport (and LOCID): ( )

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
<b>Total</b>		

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements: ( )

Name of Receiving Airport's Sponsor:

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

**For the United States of America, Federal Aviation Administration:**

Signature: \_\_\_\_\_

Name:

Title:

Date:

**Certification of Transferring Sponsor**

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_ ,

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

**Certificate of Transferring Sponsor's Attorney**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of \_\_\_\_\_. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at \_\_\_\_\_ (City, State),  
this \_\_\_\_\_ day of \_\_\_\_\_ ,

**Signature** of Sponsor's Attorney: \_\_\_\_\_



## Council Action Recommendation

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Page 1 of 1

**Meeting Date:** May 31, 2023 Committee of the Whole

**Subject:** Fire Department Join Cooperative Agreement (Mutual Aid)

**Recommendation:** Renew the expiring Otter Tail County Fire Departments Joint Cooperative Agreement for use of Emergency Operations Personnel and Equipment.

**Background/Key Points:** The Fire Department has been a part of the County-wide fire departments Mutual Aid Agreement, which is expiring at the end of 2023. The ability to respond to and call upon surrounding fire departments is a critical component for department and incident operations throughout our region. The written Cooperative Agreement has been reviewed and updated by the Fergus Falls Fire Department, other departments within the County, the Otter Tail County Fire Chiefs Association, as well as our City attorney and other respective attorneys.

While formatted differently, there were no significant operational changes to the previous agreement.

**Budgetary Impact:** On average we respond to 10-15 mutual aid responses per year and the cost of our personnel's hourly wage and fuel for the first several hours of an incident are factored into our yearly operating budget.

**Originating Department:** Fire Department

**Respectfully Submitted:** Ryan Muchow

**Attachments:** 2023 Updated Cooperative Agreement with changes in red.

**JOINT COOPERATIVE AGREEMENT FOR USE OF  
EMERGENCY OPERATIONS PERSONNEL AND EQUIPMENT**

[OTTER TAIL COUNTY FIRE DEPARTMENTS MUTUAL AID AGREEMENT]

**THIS JOINT COOPERATIVE AGREEMENT** (this “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, (the “Effective Date”), by and between the political subdivisions located in Otter Tail County, State of Minnesota as listed in Appendix B, collectively, the Parties.

**RECITALS**

**WHEREAS**, each Party has fire equipment and personnel capable of responding to emergency situations in their respective and defined areas which includes providing emergency operation response services to other Party areas; and

**WHEREAS**, the Parties believe it will be mutually beneficial to provide emergency operation response services to each other or surrounding areas according to the terms and conditions provided under this Agreement.

**NOW THEREFORE**, in consideration of the mutual terms and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereby agree as follows:

**AGREEMENT**

**I. PURPOSE.** This Agreement is made pursuant to Minnesota Statute § 471.59, which authorizes the joint and cooperative exercise of powers common to contracting parties. The law of the States of Minnesota provides that political subdivisions and municipal corporations are empowered to make and enter into mutual aid agreements with other political subdivisions and municipal corporations in order to more effectively respond and provide public safety services during emergency situations. The intent of this Agreement is to make equipment, personnel, and other resources available to political subdivisions from other political subdivisions.

**II. DEFINITIONS.**

- a. “Requesting Official” means the person designated by a Party who is responsible for requesting assistance from the other Party.
- b. “Requesting Non-Official” means an emergency dispatch operator or a county sheriff, or their designee.
- c. “Requesting Party” means the Party that requests assistance from the other Party.
- d. “Responding Official” means the person designated by either Party who is responsible to determine whether and to what extent that Party should provide assistance to the Requesting Party.



- e. “Responding Party” means the Party that provides assistance to the Requesting Party.
- f. “Assistance” means fire and/or emergency medical services personnel and equipment.
- g. “Specialized Activity” means non-emergency assistance to include, but not be limited to, fire investigators, fire educators, fire instructors, training personnel, and associated equipment and facilities.

**III. PARTIES.** The Parties shall consist of the political subdivisions listed in Appendix B. Upon the adoption of a resolution by its governing body, an executed copy of this Agreement shall be forwarded by each Party to each Party’s recognized political subdivision representative.

**IV. PROCEDURE.**

**Subdivision 1. Request for Assistance.** Whenever, in the opinion of a Requesting Official or Requesting Non-Official, there is a need for assistance from other parties, the Requesting Official, or Requesting Non-Official, may call upon the Responding Official to furnish assistance. Specialized activity of a non-emergency nature may be requested and/or provided by the Parties to this Agreement.

In order to invoke assistance under this Agreement, the Requesting Official or Requesting Non-Official shall be required to contact the Responding Official by voice communication system, in writing, or through a message relay provided by an emergency dispatch center. Any request for aid hereunder shall include a statement of the amount and type of equipment and personnel requested and shall specify the location to which the equipment and personnel are to be dispatched.

**Subdivision 2. Response to Request.** Upon the request for assistance from the Requesting Party, the Responding Official may authorize and direct their Party’s personnel to provide assistance to the Requesting Party. This decision will be made after considering the needs of the Responding Party and the availability of resources. The Responding Official may request information as is necessary to confirm the emergency situation and to assess the types and amounts of such assistance that shall be provided.

**Subdivision 3. Recall of Assistance.** The Responding Official may at any time recall such assistance when in their best judgment or by an order from the governing body of the Responding Party, it is considered to be in the best interests of the Responding Party to do so.

**Subdivision 4. Command of Scene.** The Requesting Party shall be in command of the mutual aid scene. The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Official withdraws assistance. The Responding Party’s personnel and equipment shall be released by the Requesting Party when the resources are no longer required or when the Responding Party is needed within the area for which it normally provides services. The Responding Party may also withdraw its personnel and equipment when deemed to be in the best interest of the Responding Party and following notice provided to the Requesting Party of the intended action. The Responding Party may withdraw resources if it determines response conditions are beyond acceptable risk.

**Subdivision 5. Command of Scene by Requesting Non-Official.** In the event that a request is made by a Requesting Non-Official due to a Requesting Party's lack of available personnel, the personnel and equipment of the Responding Party shall be under the direction and control of the Responding Party until such time as a Requesting Party has personnel able to assume command of the scene under the previous subdivision.

**Subdivision 6. National Incident Management System.** The Parties agree to implement the National Incident Management System during all emergency responses in accordance with NFPA 1561.

## **V. WORKERS' COMPENSATION.**

**Subdivision 1. Workers' Compensation Coverage.** The Parties shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Each Party waives the right to sue the other Party to this Agreement for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of the other party or its officers, employees, or volunteers.

**Subdivision 2. Workers' Compensation Coverage.** In the event that a Party responds to a call made by a Requesting Non-Official, that Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Each Party waives the right to sue the other Party to this Agreement for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of the other party or its officers, employees, or volunteers.

**Subdivision 3. Automobile Liability Coverage.** The Parties will be responsible for its own actions and those of its employees and is responsible for complying with the motor vehicle financial responsibility laws of the State while they are providing assistance pursuant to this Agreement.

**VI. DAMAGE TO EQUIPMENT.** The Parties shall be responsible for damages to or loss of its own equipment. The Parties waive the right to sue the other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of the other Party or its officers, employees, or volunteers.

## **VII. LIABILITY.**

**Subdivision 1.** The Parties agree to waive all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. The Parties agree to hold the other Party harmless for all damages arising out of the provisions of assistance in accordance with the terms of this Agreement, even if the loss, damage, personal injury, or death was caused wholly or partially by the negligence of the other Party or its officers, employees, or volunteers.

Under no circumstances shall a Party be required to pay on behalf of itself and the other Party, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466, applicable to any one (1) party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for each Party. For purposes of determining total liability for damages, the participating governmental units, are considered a single governmental unit and the total liability for the participating governmental units shall not exceed the limits on governmental liability for a single governmental unit.

**Subdivision 2.** No Party to this Agreement, nor any officer of either Party, shall be liable to the other Party or to any other person for failure of either Party to furnish assistance to the other Party, or for recalling assistance, both as described in this Agreement.

## VIII. CHARGES TO THE REQUESTING PARTY.

**Subdivision 1:** A Responding Party to this Agreement will not levy charges for assistance rendered to a Requesting Party under the terms of this Agreement unless that assistance continues for a period of more than four (4) hours **from the time the Responding Party responds to the Requesting Party's request and subsequently has returned to their respective jurisdiction.** The Requesting Party shall, regardless of the length of time of assistance, reimburse the Responding Party for supplies used. If assistance provided under this Agreement continues for more than four (4) hours, the Responding Party will submit to the Requesting Party, an itemized invoice for the actual cost of any assistance provided after the initial four (4) hour period. The REIMBURSEMENT RATE TABLE, attached as Appendix A, will be used to determine the amount to charge for equipment, personnel, and supplies. The itemized invoice for equipment, personnel, and supplies shall be delivered to the Requesting Party within **thirty fifteen (30+5) days** of the request for assistance, **or such charges may be null and void.** Charges for assistance are not contingent upon the availability of federal or state government funds.

**Subdivision 2:** The Requesting Party agrees to submit reimbursement to the Responding Party within thirty (30) days' receipt of the itemized invoice. If there are any disputes regarding the itemized invoice, the Requesting Party will pay the undisputed portion of the itemized invoice and the parties will arrange a meeting to discuss the disputed portion of the itemized invoice. Failure to resolve the dispute may result in mediation proceedings or the pursuit of other legal remedies.

**IX. DURATION.** This Agreement will be in force from the Effective Date and notification of the Recognized Parties political subdivision representative. This Agreement will be in force for a period of fifteen (15) years from the Effective Date. **Recognizing the numerous political subdivisions and their respective processes, this agreement will remain in effect beyond the fifteen (15) year period, if needed, to allow for the approval of an updated agreement by those choosing to do as listed within Appendix B.** The Parties may withdraw from this Agreement upon thirty (30) days' written notice to the other Party to this Agreement.

## X. MISCELLANEOUS.

**Subdivision 1. Regular Meetings.** The Parties agree to meet on a regular basis, at least annually, to review interagency assistance plans and the provisions of this Agreement.

**Subdivision 2. Similar Agreements.** Nothing in this Agreement shall prevent the Parties herein from entering into similar agreements with another entity.

**Subdivision 3. Written Amendment Required.** No amendment, modification, or waiver of any condition, provision, or term will be valid or of any effect unless made in writing signed by the Party or Parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by either Party of any default of the other Party will not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the Parties thereto under and pursuant to this Agreement.

**Subdivision 4. Grammatical Construction.** Whenever the singular member is used herein, the same includes the plural where appropriate, and the words of any gender include any other genders where appropriate.

**Subdivision 5. Third Party Beneficiaries.** The execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause of action.

**Subdivision 6. Default.** Upon the occurrence of any non-performance of either Party's obligations under this Agreement which has not been cured within thirty (30) days after written notice to the breaching Party, the non-breaching Party may take any one (1) or more of the following remedial steps: (a) terminate this Agreement; (b) suspend the non-breaching Party's performance under this Agreement until it receives assurances from the breaching Party satisfactory to the non-breaching Party that the breaching Party will cure such event of default and perform its obligations under this Agreement; and/or (c) commence legal or administrative proceedings for the collection of any amounts due hereunder or the enforcement of any covenant, agreement, or obligation of the breaching Party.

**Subdivision 7. Termination.** The Parties to this Agreement may terminate this Agreement, upon written notice to the other Party. Such notice shall be effective thirty (30) days after receipt.

**Subdivision 8. Severability Clause.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of this Agreement.

**Subdivision 9. Force Majeure.** Neither Party will be liable to the other Party during any period in which its performance is delayed or prevented, in whole or in part, by circumstances beyond its reasonable control. Circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind), fire, war, act of a public enemy or terrorist, act of sabotage, strike, or other labor dispute, riot, misadventure of the sea, inability to secure materials and/or transportation, or a restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such circumstance occurs, the Party claiming the delay must undertake reasonable action to notify the other Party of the same.

**Subdivision 10. Notice.** All notices, certificates, or other communications required under this Agreement will be deemed sufficiently given when electronically delivered with read receipt or deposited in the United States mail in certified form.

**Subdivision 11. Agreement Binding on Successors.** This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective personal representatives, successors, and assigns.

**Subdivision 12. Minnesota Law Applies.** This Agreement will be controlled by the laws of Minnesota.

**Subdivision 13. Execution in Counterparts.** This Agreement may be executed in counterparts with Recognized Parties having a fully executed counterpart.

**Subdivision 14. Effective Date.** The Effective Date is the date of the last signature appearing below.

**IN WITNESS WHEREOF**, this Agreement has been executed on the dates written below.

*[Signatures contained on the following pages.]*

**POLITICAL SUBDIVISION**

Date: \_\_\_\_\_, 2023

\_\_\_\_\_  
, Mayor

*Attest:*

Date: \_\_\_\_\_, 2023

\_\_\_\_\_  
, City Official

*[Signatures continue on the following page.]*

**MUTUAL AID POLITICAL SUBDIVISION**

Date: \_\_\_\_\_, 2023

\_\_\_\_\_  
, Mayor

*Attest:*

Date: \_\_\_\_\_, 2023

\_\_\_\_\_  
, City Official

**APPENDIX A**  
**REIMBURSEMENT RATE TABLE**

The following table establishes reimbursement rates for fire department equipment, personnel, and supplies utilized in responding to requests for assistance under the JOINT COOPERATIVE AGREEMENT FOR USE OF EMERGENCY OPERATIONS PERSONNEL AND EQUIPMENT AGREEMENT.

**REIMBURSEMENT RATE TABLE**

<b>Type of Equipment:</b>	<b>Cost per Hour*:</b>
Aerial Ladder Truck	\$375
Type 1 and 2 Engine (>1,000gpm)	\$275
Type 3-7 Engine (Grass Rig)	\$150
Tanker/Tender	\$200
Rescue Truck	\$200
UTV/ATV (pump and/or patient capability)	\$75
Air Truck	\$200
Firefighter w/o Truck	\$15
Consumable Supplies	Replaced with like supplies

\* The MN DNR equipment rates may help aid in determining costs of equipment and personnel.



**APPENDIX B**  
RECOGNIZED PARTIES

City of Bluffton

City of Dalton

City of Deer Creek

City of Dent

City of Elizabeth

City of Fergus Falls

City of Henning

City of New York Mills

City of Ottertail

City of Parkers Prairie

City of Pelican Rapids

City of Perham

**Battle Lake Area Fire and Rescue Association**

City of Rothsay

City of Underwood

City of Vining

CDH- Vergas Fire Association

Friberg Township

Maine Township

Sverdrup Township

Dane Prairie Township

Aastad Township

St. Olaf Township

Tordenskjold Township

Tumuli Township

**ORDINANCE NO. 38, EIGHTH SERIES**

**AN ORDINANCE OF THE CITY OF FERGUS  
FALLS, MINNESOTA, AMENDING CITY CODE  
CHAPTER 36.01 MUNICIPAL TAX AND  
REPEALING CHAPTERS 36.02 THROUGH 36.15**

THE CITY OF FERGUS FALLS DOES ORDAIN:

Section 1. Amendment. The Fergus Falls City Code Chapter 36.01 is hereby amended to read as follows:

36.01 LOCAL LODGING TAX

A. Local Lodging Tax Purposes and Definitions.

1. Purpose. In order to fund a local convention and visitors bureau for the purpose of marketing and promoting the City of Fergus Falls as a tourist and convention center, it is in the best interest of the City to impose a local lodging tax in accordance with Minn. Stat. § 469.190.
2. Definitions. As used in this Section 36.01, the following terms shall have the following meanings ascribed to them:

LODGING: The furnishing for consideration of lodging at a hotel, motel, rooming house, tourist court, resort, municipal campground, private vacation home rental, or rental using platforms like Airbnb, VRBO, and/or Craigslist, other than the renting or leasing of it for a continuous period of thirty (30) days or more.

OPERATOR: Any person, corporation, partnership, or association who provides lodging to others.

RENT: The total consideration valued in money charged for lodging whether paid in money or otherwise but shall not include any charges for services rendered in connection with such lodging.

- B. Imposition and Collection of Tax. All operators shall impose and collect a tax of three percent (3%) on the gross receipts from the furnishing of lodging at the time lodging charges are paid. The amount of tax shall be separately stated from the lodging charges and held in trust for the city until remitted.

C. Payment and Returns

1. The operator shall remit all taxes collected hereunder to the City not later than twenty (20) days after the end of the month in which taxes were collected. When payment is made to the City, the operator shall also file a

tax return on a form provided by the City containing the following information and such other information as the City may require:

- a. The total amount of gross receipts for lodging during the tax return period.
  - b. The amount of tax imposed and collected as required for the tax return period.
  - c. The signature of the person filing the tax return, or their designee.
  - d. The period covered by the tax return.
  - e. The amount of uncollectible rent subject to the lodging tax.
2. The operator may offset the amount of taxes imposed by this Section previously paid hereunder as a result of any transaction, the consideration for which became uncollectible during such reporting period, against the taxes due and payable with respect to any reporting period, but only in proportion to the portion of such consideration which became uncollectible.

D. Examination of Return Adjustments, Notices, and Demands. After a return is filed, the City shall examine it and may make any investigation for examination of the records and accounts of the operator making the return as deemed necessary for determining its correctness. If requested, the operator shall provide its records and accounts to the City for inspection and examination within fifteen (15) days of the City's request. If, after any investigation or examination, it is determined that the tax due is greater than that paid, such excess shall be paid to the City within ten (10) days after the City has given notice either personally or sent by mail to the address shown on the return. If the tax paid is greater than the tax found to be due, the excess shall be refunded within ten (10) days after determination of such refund. Whenever any tax due has a ten percent (10%) or more discrepancy, the operator shall reimburse the City for any costs incurred by the City in reviewing the operator's return, including administrative costs and attorneys' fees.

E. Refunds. Any operator may apply to the City for a refund of taxes paid in excess of the amount legally due for that period, provided that it is filed within one year after such tax was paid, or within one year from the filing of the return, whichever period is longer. The Finance Director shall review the request and may approve or deny the request in whole or in part and shall issue written findings of such decision. The City shall notify the operator of its decision by sending notice by mail to the address stated upon the refund claim application. If such claim is approved in whole or in part the City shall credit the amount of the refund against any taxes due and owing hereunder by the operator. Any balance of the refund shall promptly be paid by the City to the operator.

F. Failure to File a Return. Any operator who fails to file a return as required, or who files an incorrect, false, or fraudulent return, then upon written notice and demand by the City, shall file a return or corrected return together with any tax due

within five (5) days of the City sending the written notice. Whenever any person fails to file the appropriate return under this provision or fails to pay the tax due after such notice and demand, the City may determine the appropriate tax from such knowledge and information as the city is able to obtain and assess such tax accordingly. Any tax determined to be due and owing under this provision shall be paid by the operator within five (5) days after written notice and demand for such payment is sent by the City. Any assessment made by the City shall be prima facie correct and valid; and the operator shall have the burden of establishing the assessment is incorrect or invalid. Late payments shall be subject to interest at the rate of ten percent (10%) per annum.

G. Failure to Remit Tax Payment. If any portion of a tax and penalties is not paid within thirty (30) days after it is required to be paid, the City may institute such legal action as it, in its sole discretion, may deem appropriate to cover the amount due plus interest penalties, the costs and disbursements of any action.

H. Penalties and Interest

1. If any tax required is not paid within the time specified, the operator shall pay a penalty equal to ten percent (10%) of the amount unpaid, in addition to the tax due and payable.
2. Any tax not paid within twenty (20) days after the end of the month in which the taxes were collected by the operator, together with any penalty provided herein, shall bear interest at a rate ten percent (10%) per annum and shall begin to accrue at the time the tax was required to be paid. Any interest and penalty shall be added to the tax and be collected as part thereof.

I. Violations. Any operator who willfully fails to make a return required, or who fails to pay the tax after written demand for payment, or who fails to remit the taxes collected or any penalty or interest imposed after written demand for such payment, or who refuses to permit the City to examine the books, records, and papers under the operator's control, or who willfully makes any incomplete, false, or fraudulent return shall be guilty of a misdemeanor.

J. Use of Proceeds. Ninety-Five percent (95%) of the proceeds obtained from the collection of taxes shall be used in accordance with Minn. Stat. §469.190 to fund a local convention or tourism bureau for the purpose of marketing and promoting the City as a tourist or convention center.

K. Appeals

1. Petition Required. Any operator who is aggrieved by any notice, order, or determination made by the City, may file a petition for administrative review within thirty (30) days after the notice, order, or determination has been sent to the operator. The petition shall contain the following:
  - a. A detailed account of the operator's reasons for contesting the order, notice, or determination.

- b. The name of the operator, the operator's address, and the location of the lodging establishment subject to the order, notice, or determination.
2. Hearing. Upon receipt of the petition, the City Administrator, or the Administrator's designee, shall set a date for a hearing and give the operator at least fourteen (14) days prior written notice of the date, time, and place of the hearing. At the hearing, the operator has the burden to prove that the notice, order, or determination is in error. The operator may be represented by counsel at operator's own expense. The hearing shall be conducted by the City Administrator or Administrator's designee, provided that the person conducting the hearing shall not have participated in the decision in the notice, order, or determination for which review is sought. The notice, order, or determination may be affirmed, reversed, or modified. Any decision by the City Administrator shall be supported by written findings of fact based upon the applicable provisions of this Section and the evidence presented.
3. Appeal to the City Council. The operator may appeal the decision of the City Administrator or the Administrator's designee to the City Council by filing a written notice of appeal with the city clerk within ten (10) days after the decision has been sent to the operator. The matter will be set before the City Council as soon as is practical, and the operator shall be given fourteen (14) days notice of the Council hearing. The Council's standard of review of the Administrator's decision shall be based on the record and the operator shall have the burden to prove the City's notice, order, or determination is in error. The Council may modify, reverse, or affirm the decision of the City Administrator.

L. Alternate Method of Collection. The City may agree with the State of Minnesota Commissioner of Revenue that the tax imposed by this Section shall be collected by the Commissioner together with the sales tax imposed by Minn. Stat., Chap. 297A and subject to the same interest, penalties, and other rules, and that the proceeds, less the cost of collection, shall be remitted to the City. If the City makes such an agreement pursuant to Minn. Stat. §469.190, subd. 7 with the Commissioner of Revenue, then the interest, penalties, and other rules applicable to the collection of the sales tax under Minn. Stat., Chap. 297A shall also be applicable to the lodging tax imposed by this section, in lieu of the interest, penalties, and collection rules set forth in this Section.

Section 2 Repeal. Fergus Falls City Code Sections 36.02 through 36.15 are repealed.

Section 3 Summary Publication. Pursuant to Minn. Stat. §412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the

following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance.

Ordinance No. 38 adopted by the Fergus Falls City Council on the 19th day of June, 2023, modifies City Code 36.01, Local Lodging Tax, by adopting a local lodging tax of 3 percent on all lodging charges in the City and repeals City Code Sections 36.02 through 36.15.

Section 4. Effective date. The effective date of this ordinance shall be the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

THIS ORDINANCE was introduced on the 5<sup>th</sup> day of June, 2023, and adopted by the City Council of the City of Fergus Falls, Minnesota, on the 19<sup>th</sup> day of June 2023, by the following vote:

AYES:

NAYS:

ATTEST:

APPROVED:

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Mayor

Published in the Fergus Falls Daily Journal on \_\_\_\_\_.

barb/acityoffergusfalls/ords/8thseries/Ord38



# Council Action Recommendation

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Page 1 of 1

**Meeting Date:**

May 31, 2023 – Committee of the Whole  
June 5, 2023 – City Council

**Subject:**

PI 9504 – Aquatic Center Improvement Project: Professional Services Amendment

**Recommendation:**

- Resolution accepting JLG Architect’s professional services proposal for design development, final design, and construction administration in the amount of \$939,600.00

**Background/Key Points:**

In January, this Council accepted the professional services proposal from JLG Architects in the amount of \$681,820.00 or 8.7% of the estimated total project cost of \$7,837,000.00. At that time, the City had the legislative authority for a \$7.8 million-dollar Aquatic Center improvement.

Recently, State legislation approved the City’s \$3.0 million dollar request to increase the local option sales tax collection to fully fund a \$10.8 million project. Pursuant to JLG’s professional services proposal, JLG’s basic services fees shall be adjusted accordingly at the 8.7% rate for a \$10.8 million project equating to \$939,600.00 in fees.

Advertising for bids is anticipated to begin in late June or July 2023 contingent on City Council authorization. If favorable bids are received and accepted, construction could begin late summer and completed summer of 2024.

**Budgetary Impact:**

The local option sales tax to publicly finance the project bonds is the current funding mechanism. The fully funded total estimated project cost is \$10.8 million dollars.

**Originating Department:**

Engineering Department

**Respectfully Submitted:**

Brian Yavarow, P.E. – City Engineer

**Attachments:**

Proposal – JLG Architects



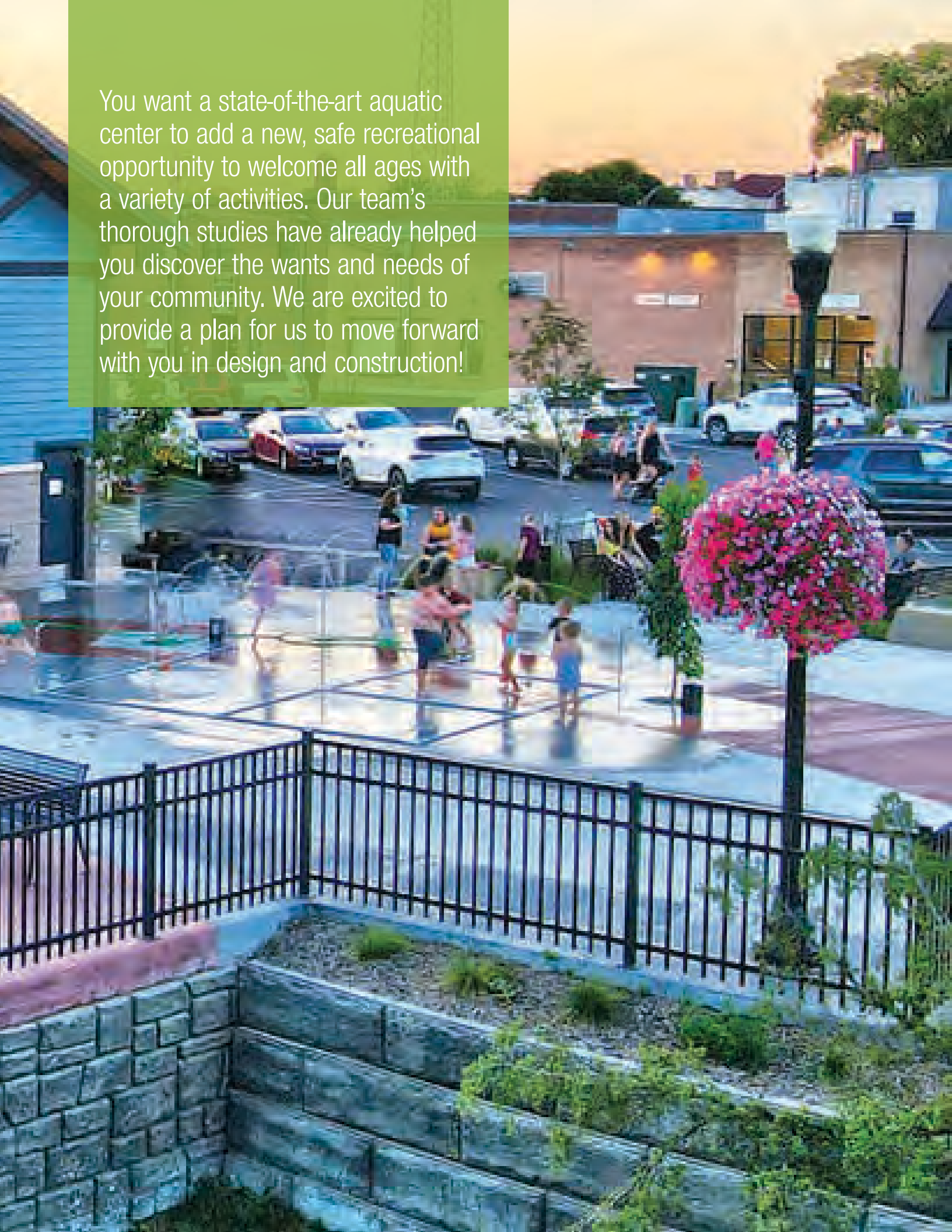
**FERGUS FALLS AQUATIC CENTER  
PROPOSAL FOR DESIGN, ARCHITECTURE, AND ENGINEERING SERVICES**

CITY OF FERGUS FALLS  
JANUARY 5, 2023





You want a state-of-the-art aquatic center to add a new, safe recreational opportunity to welcome all ages with a variety of activities. Our team's thorough studies have already helped you discover the wants and needs of your community. We are excited to provide a plan for us to move forward with you in design and construction!



Brian Yavarow, P.E., City Engineer  
City of Fergus Falls  
112 W Washington Avenue  
Fergus Falls, MN 56537

Dear Mr. Yavarow,

JLG Architects is pleased to submit our proposal to the City of Fergus Falls. We appreciated the opportunity to work on your 2022 aquatics study; we are thankful for this upcoming opportunity and offer our qualifications for the Center's design and construction.

The principals and staff of JLG Architects have helped many communities meet their residents' needs by creating new and exciting facilities—social, health, wellness, and recreation—that serve people of all ages, abilities, and interests. Through these projects, we have learned the importance of working closely with members of the community, city staff, and city leadership, along with the need for community facilities to perform at the highest possible level as a great resource to the people they serve.

JLG has worked with cities in Minnesota and surrounding Midwest states to renovate, design, and construct both current and new aquatic centers. Examples of our work include, outdoor aquatic facilities in St. Paul, Anoka County, Chaska, and Coon Rapids, along with the North Dakota cities of Bismarck, Williston, and Medora.

JLG is joined by our longstanding partners in recreational and aquatics projects to assist you: Bolton & Menk, Reengineered, and Nelson Rudie & Associates; the same team that provided your aquatics study. We are a strong team that has collaborated on numerous aquatics projects similar to yours in both schedule and complexity.

Our team is ready and excited to start on your important project. Each team member is committed to providing the City of Fergus Falls with the personal dedication it deserves. We will work collaboratively with staff and other project stakeholders, leading you through a rigorous, thoughtful, and thorough design and construction process.

We appreciate the opportunity to submit our proposal of qualifications and look forward to discussing how we can assist you in this significant effort.

Sincerely,

A handwritten signature in black ink that reads "t.betti".

Tom Betti, AIA, NCARB | Principal-In-Charge, Point-of-Contact  
612.902.8095 | [tbetti@jlgarchitects.com](mailto:tbetti@jlgarchitects.com)

A handwritten signature in black ink that reads "Kent Louwagie".

Kent Louwagie, PE | Civil Engineer  
320.231.3956 | [kent.louwagie@bolton-menk.com](mailto:kent.louwagie@bolton-menk.com)



# FIRM INFORMATION

## Build Something Great

You want an outdoor aquatics facility that provides the recreational and educational outlet your community desires while capitalizing on the benefit to the surrounding neighborhood and broader region. For the past 33 years, JLG has been helping clients like you build – not just buildings – but programs and spaces that support your efforts to build a thriving community.

Over the last decade, the definition of a healthy community has evolved, and with it, the ways communities like yours deliver services, programming, and advocacy to help their families live happier and healthier lives. At JLG, we go beyond the building – working as an extension of your community to give you the tools you need to support a healthy and happier lifestyle today and tomorrow. Between JLG and Reengineered, we have experience with over 800 aquatics facilities and deeply understand what it takes to design success for you. With 95+ multi-purpose recreation and wellness complexes in design or construction across the United States, and hundreds more in our portfolio, JLG steps out of preconceived notions of sport and recreation complexes. We create spaces that engage, excite, and provide the lowest long-term costs to the community. In the same way that city planners are committed to providing the best possible social experiences for their community members, JLG looks carefully at the entire scope of work and helps define your non-architectural goals in order to provide the most impactful design solution.

JLG is one of the top Sports Facility Firms on *Building Design+Construction's* annual Industry Giants list in the U.S.

## About JLG Architects

In 1989, JLG Architects emerged in the Midwest as a two-person firm founded by Gary Johnson and Lonnie Laffen. With a “Design for Life” approach to architecture, their integrity and vision became the firm’s catalyst for national growth in leadership, peer education, and client connectivity.

For the past three decades, JLG has worked alongside the best clients to help them go beyond the building – to connect communities, to elevate public service, and to build programs and organizations that have never been seen before.

Our clients love us, not only because we bring the best meeting snacks, but because we work as an extension of their internal team, bringing the type of passion, understanding, and intelligent ideas that deliver long-term, strategic solutions. We love our clients because they allow us to elevate what it means to provide value; to collaborate in ways that increase well-being, brands, and bottom lines; to create communities that thrive and environments that inspire; and do it all within responsible budgets.

**42+**  
RECREATION AWARDS

With over 42 recreational design awards, we are committed to raising the bar and elevating expectations

**<1%**  
DESIGN CHANGE ORDERS

On average at JLG – the national average is 2-5%

**\$47M**  
EST. ENERGY SAVINGS

In potential energy costs on over 300 projects by using energy reduction building strategies that align with our 2030 Carbon Neutral commitment

### GOOD DESIGN & GOOD SENSE

JLG lives and breathes design excellence, making it our priority at every level, and within every role. **We use innovative design to generate solutions that solve problems and prepare our clients for the future.** Function is the baseline; form is what lifts the spirit and elevates the experience.

### RAISE THE BAR, NOT THE BUDGET

Our clients’ budgets are as intertwined in our design solutions as the architecture itself. We work closely with our clients to create value-driven “experiences” that are regularly cost-checked by our in-house cost estimating team. **Led by JLG’s Director of Construction Services, this group averages less than 1% under budget on thousands of projects over 33 years.**

### POSITIVE PERFORMANCE

At JLG, we do more than merely follow sustainable design certification systems like LEED. We advance comprehensive sustainability by addressing Personal Well-Being, Positive Performance, and Financial Prosperity. We are explorers driven to discover, looking for new insights that support your own operational well-being needs. **We create solutions that meet our clients’ goals while potentially lowering operation costs and designing flexible, resilient buildings that last well into the next generation.**



### Consultants

#### BOLTON & MENK, INC. | CIVIL, STRUCTURAL & LANDSCAPE



We believe all people should live in safe, sustainable, and beautiful communities, and we take pride in our ability to make that happen. It's why we get out of bed every morning.

Our commitment to communities began in 1949 with two hard-working Midwesterners – John Bolton and Martin Menk. They saw people in their surrounding communities who had dreams of a bright future, a desire to grow, and a common challenge of aging infrastructure. John and Martin's goal was to help communities make progress by listening to what people want, finding the best solutions for their needs, and treating them right. Their legacy lives on. We still want to help, we work hard every day, and we always remember what got us here – we're people helping people. Today, Bolton & Menk, Inc. has more than 650 employees, including a professional staff of more than 250 engineers, planners, landscape architects, and surveyors.

We specialize in providing public infrastructure solutions. We take care of our clients by providing the best services and solutions for them. From advocating for our communities to designing their dreams to finding funding; we take pride in our work because we live in these same communities. We believe in the power of face-to-face meetings, friendly conversations, and collaborative decision-making to keep your projects on schedule, within budget, and focused on real, workable solutions.

We promise every client two things: we'll work hard for you and we'll do a good job. We take a personal interest in the work being done around us. At the end of the day, we're Real People offering Real Solutions.



#### NELSON-RUDIE & ASSOCIATES | MECHANICAL & ELECTRICAL

Nelson-Rudie & Associates, Inc. (Nelson-Rudie) is a 100% employee-owned consulting engineering firm offering structural, mechanical, electrical, and refrigeration services to public and private clients throughout the United States and Canada. Our clients are architects, building owners, developers, and general contractors. We have built a solid foundation working on nearly all building and project types varying in size and complexity. You will find evidence of our work across the country, from ice rinks and aquatic facilities to medical clinics, senior housing campuses, retail stores, and office buildings.

Our services are provided primarily for conventional design-bid-build and design-assist project delivery. We have extensive experience working with owners and architects on prototypical projects, including well-known national retail and grocery stores, pharmacies, restaurants, and convenience stores with gas stations. Our focus is to build exceptional teams to deliver our clients projects that are seamless, on time, and on budget. We are service-oriented, offering the personal involvement of our principals on every project.

Nelson-Rudie was founded by Dennis Nelson and Scott Rudie in 1976. Today, our Minneapolis-based company has grown to more than 60 employee-owners with professional engineers licensed in all 50 states, the District of Columbia, and five Canadian provinces, all committed to successful collaborations with our clients.



#### REENGINEERED, INC. | AQUATIC CONSULTANT

Reengineered provides aquatic consulting services to private and public entities with projects ranging from hotel pools to municipal aquatic centers and waterparks. Services include items such as Facility Assessments, ADA Compliance Services, Grant Preparation, design, construction management and inspection, commissioning, LEED certification and troubleshooting.

Reengineered's name represents the underlying company philosophy of evaluating the traditional or standard and discovering a way to improve it. Through constant application of that philosophy, Reengineered maintains exceptional customer service and quality of work. The success of your project is the success of Reengineered.

**700+**  
**AQUATICS PROJECTS**

Totaling \$200 million in project value.

**<1%**  
**DESIGN CHANGE ORDERS**

Falling well below 1% total design change orders – Reengineered maintains the Client's goals and values as top importance.

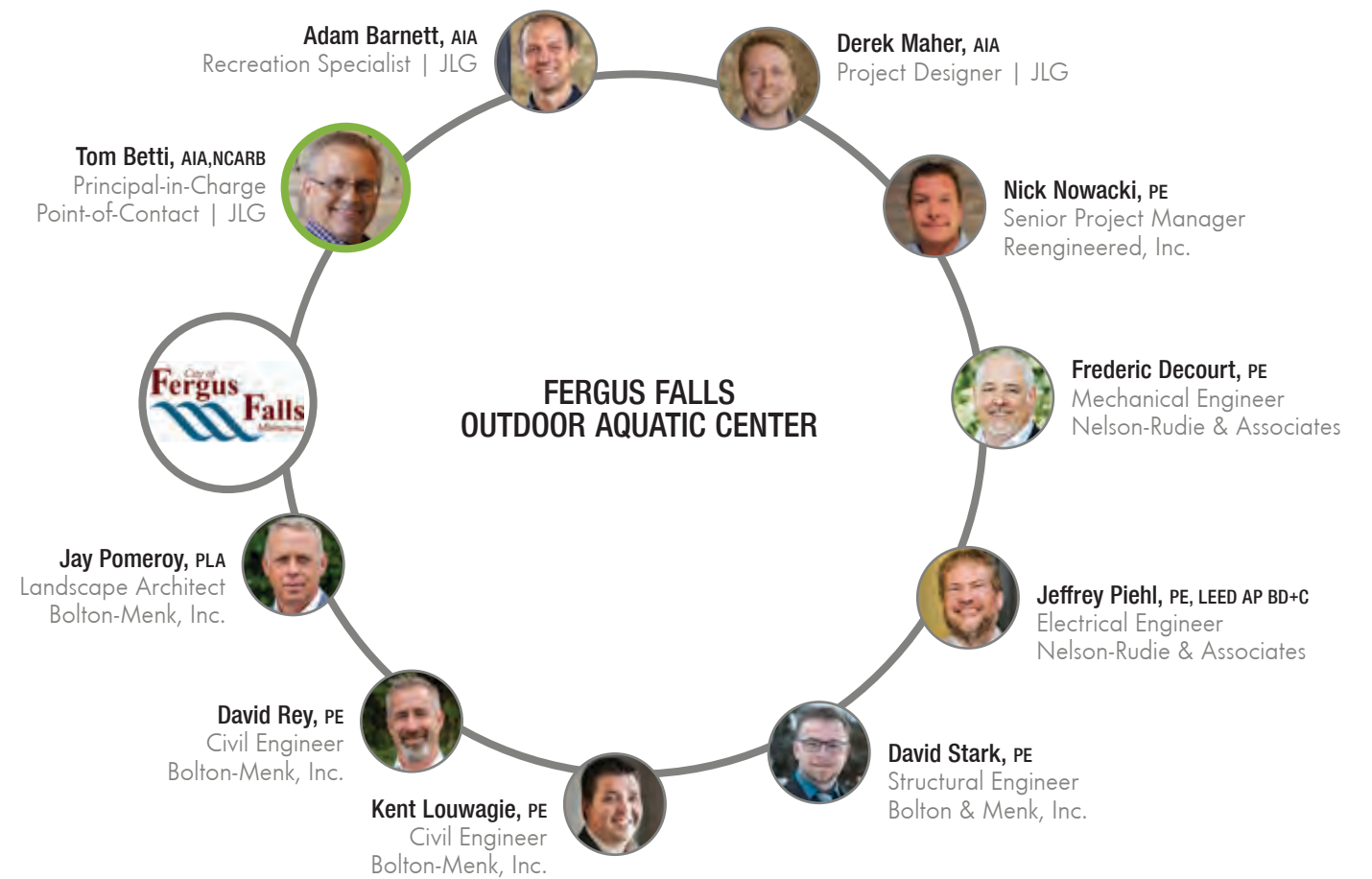
**>10%**  
**COST SAVINGS**

Greater than 10% in construction cost savings compared to similar competitor's designs.

# PROJECT TEAM



## Team Organization





**TOM BETTI**  
AIA

**Principal-in-Charge  
Point-of-Contact**  
JLG Architects  
Registered Architect: MN #44897  
35 Years Experience

Tom will coordinate the design team to ensure that the project meets its budget and schedule goals.

With over 35 years of regional and national expertise in sports and community-based projects. Tom’s exceptional leadership extends from pre-design and facility planning to full design, project management, code reviews, and construction contracts that streamline the design process for resilient environments. With many relationships 20+ years strong, he commits to long-term client success, creating energized environments that quickly respond and adapt to the future needs of spectators and participants. His award-winning projects span the country, integrating specialized knowledge in aquatic and ice planning studies, ground-up design, adaptive reuse, and renovation of multi-sheet arenas and multi-purpose sports and entertainment facilities.

**SELECT EXPERIENCE**

- Fergus Falls Aquatic Center Study; Fergus Falls, MN
- Community Event Center; Elk River, MN
- Hill-Murray School Multi-Sport Stadium; Maplewood, MN
- Community Center Renovation; Shakopee, MN



**ADAM BARNETT**  
AIA

**Recreation Specialist**  
JLG Architects  
Registered Architect: MN #50657  
13 Years Experience

Adam guides the design team to create a balanced facility for efficiency and “sweat equity” design.

A Recreation Specialist at JLG, Adam received a Master and Bachelor of Architecture, as well as a Bachelor of Science in Environmental Design, from North Dakota State University in 2010. In the last five years Adam has been the lead project manager on multiple Sports and Recreation projects at JLG, including the Rough Rider Event Center, Watertown Community Center, and the Elk River Community Center. As JLG’s resident wellness and recreation architect, Adam balances a technical understanding of how a sports complex operates efficiently with a “sweat-equity” design sensibility to create design solutions that engage and excite. Adam was recognized as a top 20 Under 40 by the Alexandria Lakes Area Chamber of Commerce in 2016 and is a member of the AIA Leadership Program.

**SELECT EXPERIENCE**

- Watertown Community Recreation Center; Watertown, SD
- Rough Rider Event Center; Watford City, ND
- Scheffer Community Recreation Center; St. Paul, MN
- Elk River Community Center; Elk River, MN



**DEREK MAHER**  
AIA

**Project Designer**  
JLG Architects  
14 Years Experience

Derek works with the client, user groups, and design team to provide a functional, spatial, and economical solution.

Derek has been designing recreational facilities of various sizes and functions for nearly a decade; everything from modest exercise studio additions, to auditoriums, to large scale aquatic centers and multi-discipline sports complexes. He will work closely with the client by pairing previous experience with the unique vision of Fergus Falls to arrive at a design solution tailored to the specific needs of the community. As a Project Designer at JLG, Derek is a registered Architect and current member of the American Institute of Architects. Derek will be the lead designer for your aquatic center, working in tandem with user groups representing the needs of the community, along with team members to create a thoughtful, integrated, site specific building that directly reflects and gives form to your goals and aspirations.

**SELECT EXPERIENCE**

- Fargo Sports Complex; Fargo, ND
- Rogers Activity Complex; Rogers, MN
- Cook County YMCA; Grand Marais, MN
- Alexandria YMCA addition; Alexandria, MN
- Rough Rider Event Center; Watford City, MN



**NICK NOWACKI**  
PE, LEED AP

**Aquatic Engineer**  
Reengineered, Inc.  
Professional Engineer: MN #45785  
15 Years Experience

Nick will program the aquatics and gain consensus with the team as the project is outlined.

Nick is the owner and general manager of Reengineered, Inc. He is a licensed civil engineer with specialty experience in the design, engineering, and project management of aquatic facilities. He has provided project management and design services for nearly 150 aquatic projects, ranging from single hotel pools to complex municipal aquatic facilities. He is a Certified Aquatic Facility Operator (AFO) and Certified Pool Operator (CPO). His reputation within the industry and experience in aquatic design is proven by his years and diverse project experience. As a results-driven, enthusiastic, and personable engineer, Nick’s commitment to the client helps ensure customer satisfaction.

**SELECT EXPERIENCE**

- Fergus Falls Aquatic Center Study; Fergus Falls, MN
- Community Center Renovation; Shakopee, MN
- Como Regional Park Pool; St. Paul, MN
- St. Paul Tennis Club; St. Paul, MN
- Lifetime Athletic Facilities; National coverage
- Plainview Municipal Pool; Plainview, MN



**FREDERIC DECOURT**  
PE

**Senior Mechanical Engineer**  
Nelson-Rudie & Associates  
Professional Engineer: MN #42801  
32 Years Experience

Frederic will coordinate mechanical, plumbing, and automatic control systems for this project.

Frederic is a licensed professional engineer with more than 32 years of experience in mechanical engineering. He is a principal and leads a variety of challenging mechanical engineering projects as well as the company’s technology operations. Frederic designs mechanical systems for recreational facilities, including aquatic centers and ice arenas, schools, municipal and office buildings, and medical clinics as well as central chilled water and heating plants. He also has extensive expertise in energy analysis of all building types and sizes.

**SELECT EXPERIENCE**

- Bunker Beach Pool Replacement; Coon Rapids, MN
- Como Regional Park Pool; St. Paul, MN
- Stewartville Area Family Aquatic Center; Stewartville, MN
- St. Paul Tennis Club; St. Paul, MN
- Sebecker Park Pool Improvements; St. Cloud, MN
- Community Center Renovation; Shakopee, MN
- FOSS Swim Schools; Midwest Region
- Phillips Aquatics Center; Minneapolis, MN



**JEFFREY PIEHL**  
PE, LEED AP BD+C

**Chief Electrical Engineer**  
Nelson-Rudie & Associates  
Professional Engineer: MN #43926  
26 Years Experience

Jeffrey will be responsible for the electrical, power, lighting, and special protection systems.

Jeff is a licensed professional and LEED accredited professional with more than 26 years of experience in electrical engineering. He is a principal and chief electrical engineer overseeing all electrical projects. Jeff’s project work spans recreational facilities including aquatic centers and ice rinks, schools, municipal and office buildings, manufacturing facilities, medical clinics and retail stores.

**SELECT EXPERIENCE**

- Bunker Beach Pool Replacement; Coon Rapids, MN
- Como Regional Park Pool; St. Paul, MN
- St. Paul Tennis Club; St. Paul, MN
- Community Center Renovation; Shakopee, MN
- FOSS Swim School; Midwest Region
- Phillips Aquatics Center; Minneapolis, MN
- Bergen Plaza Landlord Improvements; Oakdale, MN
- Apple Valley Pool & Park Building Study; Apple Valley, MN



**DAVID STARK**  
PE

**Structural Engineer**  
Bolton & Menk, Inc.

Professional Engineer: MN #52632  
13 Years Experience

David will design and document sound, economical structural systems to achieve your goals.

David is responsible for the design and preparation of final construction plans, specifications, and structural assessment reports for a variety of structural projects. These projects range from municipal buildings and environmental structures to new construction and renovation of existing structures. David also has extensive experience working alongside and coordinating with other professionals, including architects and mechanical and electrical engineers. He chose structural engineering because of his fascination with constructing buildings. David comes from a family of general contractors and always wanted to know why the structures they built worked.

**SELECT EXPERIENCE**

- Fergus Falls Aquatic Center Study; Fergus Falls, MN
- Downtown Riverfront Improvements; Fergus Falls, MN
- Downtown Riverfront Improvements Phase 2; Fergus Falls, MN
- Public Works and City Hall Improvements; Silver Bay, MN
- New Hangar Design OWA Airport; Owatonna, MN
- Power Generation Plant Phase 2; Litchfield, MN



**DAVE REY**  
PE

**Principal Civil Engineer**  
Bolton & Menk, Inc.

Professional Engineer: MN #40180  
28 Years Experience

Dave will support and be responsible for day-to-day work on the civil site design and delivering documents.

Dave specializes in the development of public, private, and government facilities. As part of his responsibilities, Dave frequently coordinates his design efforts with various agencies including city, county, watershed districts, soil and water conservation districts, and state agencies. Dave is proficient at large-scale site development, including public works facilities, police stations, fire stations, city halls, healthcare facilities, school campuses, churches, and recreational facilities. His site design expertise includes grading and drainage plans, low impact design (LID), traffic flow and routing, infrastructure planning and design, stormwater management, and pedestrian circulation. Dave puts an emphasis on client relationships and is always looking out for their best interests.

**SELECT EXPERIENCE**

- Fergus Falls Aquatic Center Study; Fergus Falls, MN
- City Hall; Cottage Grove, MN
- White Bear Lake Public Safety Additions and Renovation; White Bear Lake, MN
- New City Hall; Virginia, MN



**KENT LOUWAGIE**  
PE

**Civil Engineer**  
Bolton & Menk, Inc.

Professional Engineer: MN #44252  
22 Years Experience

Kent will be responsible for the coordination of the civil site design, including water and street accessibility.

Kent began his engineering career with Bolton & Menk in 2001. Over the years, he has gained extensive experience in infrastructure reconstruction projects, specializing in using a variety of funding sources. He oversees project administration from conception through construction. Every project poses unique challenges, and Kent enjoys developing solutions to those challenges to deliver a successful project for our clients.

**SELECT EXPERIENCE**

- Fergus Falls Aquatic Center Study; Fergus Falls, MN
- Downtown Riverfront Improvements; Fergus Falls, MN
- Downtown Riverfront Improvements Phase 2; Fergus Falls, MN
- Union Avenue Mill & Overlay; Fergus Falls, MN
- Delagoon Park Improvements; Fergus Falls, MN
- CentraCare Hospital Addition Improvements; Long Prairie, MN
- CSAH 56 & CSAH 38 Improvements; Long Prairie, MN
- Street & Utility Improvements; Browerville, MN
- TH 71 Improvements; Browerville, MN



**JAY POMEROY**  
PLA

**Landscape Architect**  
Bolton & Menk, Inc.

Landscape Architect: MN #23543  
34 Years Experience

Jay will be responsible for site design and planning, working closely with the team in technical management.

Jay's areas of expertise include landscape architecture, athletic complex design, school site design and campus renovation, municipal park improvements, and project management. He has extensive knowledge of complex site design with specific emphasis on high-performance ballfields. Jay has always loved how parts of the natural and built environment can come together to form creative and functional spaces. He has a proven ability of working with steering committees and advisory groups to identify and prioritize short- and long-range goals and collaborates regularly with architects and civil, mechanical, electrical, and environmental engineers.

**SELECT EXPERIENCE**

- Fergus Falls Aquatic Center Study; Fergus Falls, MN
- Two Rivers High School Aquatics Center; Mendota Heights, MN
- Saint John's University Gagliardi Field & Dome Support Building; Collegeville, MN
- Braemar Athletic Complex, Rink & Dome; Edina, MN
- Elk River Ice Arena & Softball Complex; Elk River, MN



# RELATED EXPERIENCE



## Bunker Beach Pool Replacement

COON RAPIDS, MINNESOTA

A water park and wave pool renovation that eliminated costly maintenance while providing an upgraded experience with inclusive, family-friendly amenities.

In June of 2021, the newly rebuilt Bunker Beach Wave Pool opened for the season, featuring a \$6.5 million-dollar renovation and heated water for the first time in its 33-year history. Located in Coon Rapids, MN, Bunker Beach is a 10-acre hot spot within the 1,700-acre Bunker Hills Regional Park, owned by Anoka County Parks and Recreation. The water park's wave pool had been one of the most sought-after attractions, but over three decades, its deteriorating infrastructure and frequent maintenance prompted a replacement. During the pandemic shutdown, Anoka County saw a prime opportunity that would give JLG's Tom Betti and contractors time to redesign and replace the old wave pool, reinforcing its surrounding attractions while adding a new maintenance building and expanded parking. The park's new wave pool was upgraded with four 150-horsepower motors capable of producing nine different wave patterns for up to 1,000 swimmers at a time. Expanding the renovation further, Anoka County was also able to provide a 3,000 SF child-friendly lagoon and a new 1,760 SF building to house four family changing restrooms, one lactation room, rental lockers, merchandise, and tube rentals. While upgrading a popular attraction, Anoka County eliminated costly maintenance and gave its 120,000 summer visitors a unique water park experience with inclusive, family-friendly amenities.

**Completion Date**  
2021

**Square Footage**  
1.75 Acres

**Cost Information**  
\$6,100,000

**Client Reference**  
Mr. Jeff Perry  
jeff.perry@co.anoka.mn.us  
612.598.1992



## Bismarck Parks & Rec Hillside Pool

BISMARCK, NORTH DAKOTA

The beloved Hillside Pool was returned to its former glory and improved for a new generation of community members.

Hillside Pool first opened in 1953 and offered open community/meeting rooms on the upper level with enclosed changing rooms for boy and girls on the lower level. This jewel of Lions Hillside Park was enjoyed by thousands of patrons and became even more popular when a large waterslide was added. However, by 2008, the slide had deteriorated and was removed. In addition, the building lacked accessibility, finishes were in poor condition, and the pool had developed mechanical and physical issues that required considerable repair or replacement. JLG's plan updated the facility to return it to its glory as the epicenter of summer fun in Bismarck.

The new accessible community room received updated finishes and a large glass wall that created a vibrant and open space for various events. The locker rooms were also redesigned to create a better flow between lockers, restrooms, and showers. Finally, Hillside Pool received an array of new features, including multiple water slides to create an exciting and active environment for patrons of all ages.

**Completion Date**  
2015

**Square Footage**  
17,000 renovation

**Cost Information**  
Construction Cost: \$4,218,597

**Design Award**  
Golden Egg Award, NDRPA



## Como Regional Park Pool

ST. PAUL, MINNESOTA

This project was driven by the goal to revitalize the Park while serving the surrounding community with a Class A outdoor aquatic experience.

The City of St. Paul contracted with the team to conduct a needs assessment and feasibility study for the Saint Paul Aquatic Program. The study encompassed demographic profile analysis of four neighborhood pool locations: Como Park, Highland Park, Oxford, and Lake Phalen. Work also included a community-wide survey, an inventory of alternative recreation service providers in the area, program development and conceptual designs, preliminary project cost estimates, and operations analysis. Based on the study, the Como Park Pool was selected as the first project to be built. The new work replaces a worn-out, condemned pool and bathhouse. It's designed to be a family aquatic experience that serves the wider regional community, complementing other amenities located in Como Park. The complex includes a new bathhouse with family, men's, and women's locker rooms, concessions, support offices, and ticket sales. The pools include a lazy river, splash pool, lap pool, zip-line, and natural-themed climbing walls and diving platforms. This project is an excellent example of a community determining its recreation needs through the use of a feasibility study which then became reality.

**Completion Date**  
2012

**Square Footage**  
92,000 SF of aquatic and bathhouse facilities

**Cost Information**  
\$6,000,000

**Delivery Method**  
CMAR

**Client Reference**  
Brian Murphy, St. Paul Parks & Recreation Dept.  
bryan.murphy@ci.stpaul.mn.us  
651.266.6411

## St. Paul Tennis Club

ST. PAUL, MINNESOTA

Re-use of an existing neighborhood tennis club site to create a new tennis and aquatic center that meets the needs and desires of its members.

The St. Paul Tennis Club is a private neighborhood club that was founded in 1912. The design team worked with club members to design a new contemporary clubhouse that retained the quiet, understated presence and spirit of their original facility. The resulting new facility includes a 25-yard pool; tennis courts; a clubhouse with community meeting space and a rooftop deck; and a bathhouse with lockers, toilets, and showers. The scale of the clubhouse is such that the building blends into the surrounding residential neighborhood. Quiet outdoor spaces, which are so important to the membership, were created near the building's main entry and community room.

**Completion Date**  
2018

**Square Footage**  
25-yard pool

**Cost Information**  
\$1,050,000

**Delivery Method**  
Design-Bid-Build

**Client Reference**  
Eduardo Barrera  
eduardo.barrera@comcast.net  
651.238.7659





# Williston Community Outdoor Pool Pre-Design

WILLISTON, NORTH DAKOTA

A multi-purpose outdoor aquatics and recreation center analysis and pre-design that meets the region's growing demand for swimming lessons, outdoor recreation, and community gatherings on one unified site.

The closing of the Eckert outdoor pool at Davidson Park marked the closing of the only outdoor pool in the rapidly growing community of Williston, ND. Even with new indoor aquatics at the Williston Area Recreation Center, the amenities were insufficient in meeting community needs. The team worked together in creating 3D imagery and a fundraising booklet to help generate interest and kick-start donations, buy-ins, and pledges that would fund a site analysis and budgeting information to prove the feasibility of the project. JLG was also able to solicit input from local stakeholders and review comparable facilities to ensure the project would be right-sized for the community's needs. Fundraising efforts went according to plan, setting the pace for a pre-design that includes varied aquatics on the same site, from a lap pool to a zero-depth entry pool, lazy river, and waterslides. The plan also worked to help unite the community in support of a single project, maximize dollars, and encourage participation from volunteer groups. Based on community feedback, JLG created a pre-design for a safe, affordable, and world-class outdoor recreation destination for the entire region to enjoy. This project, scheduled for completion in May 2024, brings outdoor aquatics back to Williston while fulfilling a widely held desire for more outdoor gathering and recreation space, fostering well-being across the community and surrounding region.

**Completion Date**  
Estimated 2024



# Point to Point Park Pool

MEDORA, NORTH DAKOTA

Nestled in the Badlands of Medora, the new lazy river and pool provide a safe and family-friendly destination for all ages to have fun and relax.

What was once open land beside the Badlands Motel has been transformed into an adventure-packed recreation destination. Nestled among the hills in Medora, North Dakota, Point to Park is home to some of the area's hottest new attractions on a history-rich plot of land. Input gathered from focus groups consisting of younger generations as well as other community members helped to shape the park into a family-centric destination while offering various activities that appeal to what is known as the 'missing middle' – a group of people in their teens and their families. The Matt and Joann Butler Foundation generously supported the development by pledging a \$2 Million matching grant which helped to kick-start this vision into reality. Water Technology Inc. and JLG worked together to provide aquatic planning, design, and engineering for the leisure pool which features two aquatic attractions that each support specific user groups.

The zero-depth entry pool is loaded with several interactive water features. Within the leisure pool is one of the park's most iconic attractions – a 400-foot lazy river known as the "Lazy Lil Mo" River. Guests can meander along or splash and play while seeing bits and pieces of history that represent Theodore Roosevelt capturing the boat thieves in the Badlands. Other new amenities that round out the facility are a brand new mini-golf course, Medora's own Slant-House, a kid-friendly jump pillow area, Badland's Zipline Ride, and several shade structures.

"Our goal has always been to connect people to Medora for positive, life-changing experiences," said Randy Hatzenbuhler, president of TRMF, in a press release. "Point to Point Park is a terrific new way for families to make memories in this wonderful town."

**Completion Date**  
2022

**Square Footage**  
5,149 new pool

**Cost Information**  
Preliminary Estimate - \$1,300,000  
Actual Cost - \$1,527,500

**Client Reference**  
Kinley R. Slauter  
kinleys@medora.com  
701.623.444 ext. 8817





## Williston Area Recreation Center

WILLISTON, NORTH DAKOTA

This Center includes a waterpark with multiple slides, a lazy river, zero-entry splash pool, a fully-accessible instructional pool, a competition swimming and diving pool with spectator seating, and a surf-ready wave pool.

As the largest park district-owned indoor recreation center in the country, the Williston Area Recreation Center (WARC) makes a big impact on a booming community. Located on the Williston State College Campus and partnering with the Williston Park District to attract and retain families, the 236,000 SF recreation facility helps relieve boredom through a multi-activity service offering, including an aquatic center, full-sized tennis courts, four hardwood basketball courts, on-site child sitting, and community meeting places. Natural light fills the prominent aquatic center which is complete with an indoor waterpark with slides, lazy river, zero-entry pool, and a surf-ready wave pool. A fully-accessible instructional pool and 50m competition and diving pool with spectator seating support the community's athletics. A 16,200 SF indoor turf creates a space ideal for soccer, fastpitch and baseball practices, batting cages, and pick-up volleyball games. A six-lane, 200-meter running track surrounds four hardwood basketball courts, which are open to the above fitness track and make up the extensive track and gym area. Recreational areas are complete with golf simulator, racquetball courts, spin room, group exercise classes, and cardio area. With secure on-site child sitting, youth gathering areas, senior social spaces, and technology and flex spaces for any purpose, the WARC was designed and built to suit the needs of the diverse interests and growing population of Williston – all of which were provided under budget and on schedule.

The Williston Area Recreation Center is more than just a fitness facility to the community of Williston. With its intuitive design and approach to the community's current and future needs, the WARC is a building that proves to be a strong investment in the community of Williston's future growth and potential. "Bringing a family to the rec center is like dropping your kids off at Disney," said Larry Grondahl, a former member of the park board. "It's a game changer. ... It's really changed people's outlook on moving here."

**Completion Date**  
2014

**Square Footage**  
234,000 new construction

**Cost Information**  
Construction Cost: \$69,497,881

**Design Awards**  
Merit Award, AIA North Dakota  
Golden Egg Award  
Star Fund Project of the Year

**Client Reference**  
Darin Krueger, Williston Parks & Rec  
701.577.5141

## New Ulm Recreation Center

NEW ULM, MINNESOTA

Driven by strong community support, the new recreation center greatly improves access to aquatics programming across the New Ulm community.

As the City of New Ulm's primary facility for health and wellness, the 35-year-old recreation center had been fully utilized as the epicenter for social connectivity. With strong community interest in its continued growth, the City formed the RENU Committee (Reinvest New Ulm). This committee would serve to help develop projects that engage the community and regional partners to expand the impact of their parks and recreation programming. With a design led by JLG, New Ulm conducted community surveys to direct the renovation and expansion of the recreation center. The original plan was to renovate the existing pool and add a waterpark pool and gymnastics facility. After analysis of the conditions and costs to renovate the existing pool, JLG proposed the addition of two new pools and a reconfiguration of the existing pool for a gymnastics facility. The renovated Center now includes a multi-use aquatics park, expanded gymnastics space, enhanced cardio and fitness spaces, new locker rooms, meeting rooms, and an indoor playground. With exciting adventures just around the corner, climbing wall, track, court, playground, and pool, New Ulm Recreation Center is building a stronger, more vibrant community for all generations to enjoy.

**Completion Date**  
2021

**Square Footage**  
80,000

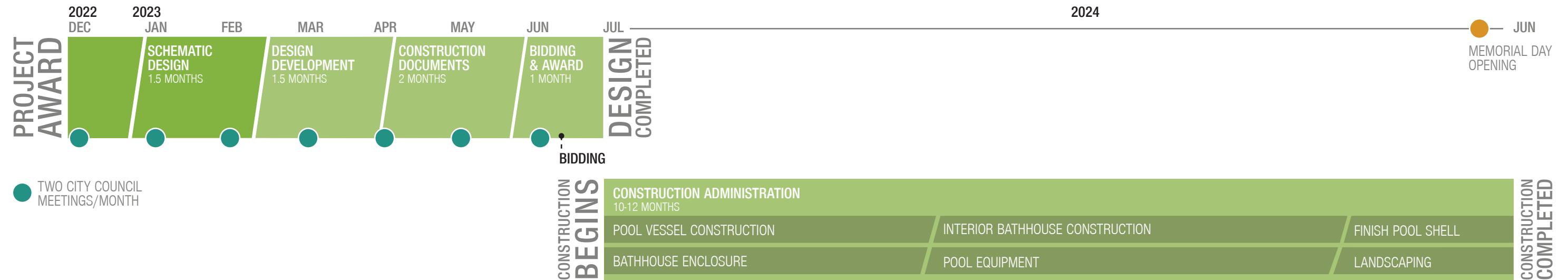
**Delivery Method**  
CMAR

**Cost Information**  
Construction Budget: \$9,500,000

**Client Reference**  
Chris Dalton, New Ulm City Manager  
507.233.2112



# SCHEDULE & FEE



## Design Fee

JLG Architects is pleased to offer design services for architecture, civil engineering, structural engineering, mechanical engineering, electrical engineering, and aquatic engineering for basic services for **8.7% of the cost of the work**. The cost of the work is as identified in the June 2022 Fergus Falls Aquatic Study and is estimated to be \$7,837,000. This value was derived from reducing the FFE allowance of \$425,000.00 from the sub-total construction cost estimate of \$8,262,000.00. If the project budget should significantly change from the estimate above, our compensation would adjust accordingly based on the new construction cost identified after design development. This percentage can then be converted to a fixed fee. The fee breaks down by phase as follows:

### BASIC SERVICES

Assuming a construction cost of \$7,837,000.00

Anticipated fee for Basic Services		\$681,819.00
<u>Design Development</u>	Revised %	Revised Fee
<u>Construction Documents</u>	10% of fee	\$68,182.00
<u>Bidding</u>	60% of fee	\$409,091.00
<u>Construction Administration</u>	5% of fee	\$34,091.00
	25% of fee	\$170,455.00

### Note:

- If the City desires to "Phase" the project while waiting for legislative approval to raise current local sales tax, approved value of \$7,800,000.00, to \$10,800,000.00, JLG recommends the following approach:  
 Design entire project and create large deduct alternative bids to lower the project from \$10,800,000.00 to \$7,800,000.00. Alternative items that could reduce the construction budget include:
- Lap Pool
  - Slide
  - Zero-Depth Play Features
  - Alternative Items for Bathhouse

JLG believes these items may approach closing the \$3,000,000.00 gap. The project delivery method described above allows for the design work to proceed, including community engagement efforts, all while safeguarding the City if funds go unapproved by the Minnesota legislature. This approach utilizes the same fee structure outlined above.

## Billing Rates

Reimbursable Expenses (Estimated)	\$35,000.00
▪ Travel Costs	
▪ Consumables & Incidentals	
▪ Required Document Printing	

### JLG HOURLY BILLING RATES

Title	Hourly Rate
Principal-in-Charge   Point-of-Contact	\$380
Recreation Specialist	\$380
Project Designer	\$180

### REENGINEERED, INC. HOURLY BILLING RATES

Title	Hourly Rate
Aquatic Engineer	\$160
Project Engineer	\$140
Drafting	\$120

### NELSON-RUDIE & ASSOCIATES HOURLY BILLING RATES

Title	Hourly Rate
Principal	\$160 - \$250
Project Manager	\$150
BIM/CAD Manager	\$120
Engineer	\$80 - \$160
Draft / Designer	\$75 - \$120
Administrative	\$75 - \$115

### BOLTON & MENK HOURLY BILLING RATES

Title	Hourly Rate
Structural Engineer	\$165
Principal Civil Engineer	\$198
Civil Engineer	\$190
Landscape Architect	\$198

*Engineering News-Record*  
Top 20 Design Firms in the U.S.

*Building Design+Construction*  
#19 Sports Facility Giants in the U.S.

Great Place to Work Institute  
Great Place to Work-Certified™

Construction Specifications Institute  
Environmental Stewardship Award



100% EMPLOYEE-OWNED ESOP  
[jlgarchitects.com](http://jlgarchitects.com)





# Council Action Recommendation

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Page 1 of 1

**Meeting Date:** June 5, 2023

**Subject:** Local Option Sales Tax Implementation

**Recommendation:** Adopt a resolution approving Minnesota Session Laws, 2023 Regular Session, Chapter 64, Article 10, Sections 18 & 19

**Background/Key Points:**

The Minnesota Legislature originally authorized the City of Fergus Falls to seek voter approval of a local option sales tax to fund an aquatic center for \$7,800,000 and improvements to DeLagoon Park for \$5,200,000. Subsequent to the legislative approval, the estimated cost of the aquatic center increased to \$10,800,000.

The City of Fergus Falls held an election on November 8, 2022 and asked the Fergus Falls voters for authorization to fund an aquatic center for \$10,800,000 and improvements to DeLagoon Park for \$5,200,000. The ballot questions were approved by the voters of Fergus Falls.

During the 2023 Legislative session, the Minnesota Legislature approved the increase of \$3,000,000 for the aquatic center project. The City is authorized to collect a 0.50% local options sales tax through December 31, 2037 to provide funding for the aquatic center project and improvements to DeLagoon Park.

The next step in the process is to have the City Council approve the Minnesota Session law and submit the attached resolution and Certificate of Approval to the Secretary of State.

The City Council will then need to implement the local option sales tax by ordinance and begin collecting the tax on October 1, 2023.

**Budgetary Impact:** The local option sales tax will be used to fund the debt service on the bonds to construct the aquatic center and improvements to DeLagoon Park.

**Originating Department:** Finance

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

**Attachments:**

MN Session Law

Resolution

Certificate of Approval of Special Law by Governing Body

**ARTICLE 10  
LOCAL SALES AND USE TAXES**

**Sec. 18.**

Laws 2021, First Special Session chapter 14, article 8, section 6, subdivision 2, is amended to read:

**Subd. 2.**

Use of sales and use tax revenues.

(a) The revenues derived from the tax authorized under subdivision 1 must be used by the city of Fergus Falls to pay the costs of collecting and administering the tax and for the following projects in the city, including securing and paying debt service, on bonds issued to finance all or part of the following projects:

- (1) \$7,800,000 for an aquatics center; and
- (2) \$5,200,000 for the DeLagoon Improvement Project.

(b) Notwithstanding Minnesota Statutes, section 297A.99, subdivision 3, and as approved by the voters at the November 8, 2022, general election, the city of Fergus Falls may by ordinance increase the cost for the project in paragraph (a), clause (1), by up to \$3,000,000, without holding another local election.

**EFFECTIVE DATE.**

This section is effective the day after the governing body of the city of Fergus Falls and its chief clerical officer comply with Minnesota Statutes, section 645.021, subdivisions 2 and 3.

**Sec. 19.**

Laws 2021, First Special Session chapter 14, article 8, section 6, subdivision 3, is amended to read:

**Subd. 3.**

Bonding authority.

(a) The city of Fergus Falls may issue bonds under Minnesota Statutes, chapter 475, to finance all or a portion of the costs of the facilities authorized in subdivision 2, and approved by the voters as required under Minnesota Statutes, section 297A.99, subdivision 3, paragraph (a). The aggregate principal amount of bonds issued under this subdivision may not exceed:

- (1) \$7,800,000 for the project listed in subdivision 2, clause (1), plus an amount needed to pay capitalized interest and an amount to be applied to the payment of the costs of issuing the bonds; and
- (2) \$5,200,000 for the project listed in subdivision 2, clause (2), plus an amount needed to pay capitalized interest and an amount to be applied to the payment of the costs of issuing the bonds.

(b) The bonds may be paid from or secured by any funds available to the city of Fergus Falls, including the tax authorized under subdivision 1. The issuance of bonds under this subdivision is not subject to Minnesota Statutes, sections 275.60 and 275.61.

(c) The bonds are not included in computing any debt limitation applicable to the city of Fergus Falls, and any levy of taxes under Minnesota Statutes, section [475.61](#), to pay principal and interest on the bonds is not subject to any levy limitation. A separate election to approve the bonds under Minnesota Statutes, section [475.58](#), is not required.

(d) Notwithstanding Minnesota Statutes, section 297A.99, subdivision 3, and as approved by the voters at the November 8, 2022, general election, the city of Fergus Falls may by ordinance increase the amount of bonding for the project in paragraph (a), clause (1), by up to \$3,000,000, without holding another local election.

EFFECTIVE DATE.

This section is effective the day after the governing body of the city of Fergus Falls and its chief clerical officer comply with Minnesota Statutes, section [645.021](#), subdivisions 2 and 3.

Extract of Minutes of a Meeting of the  
City Council of the  
City of Fergus Falls, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Fergus Falls, Minnesota, was duly held at the City Hall in said City on June 5, 2023 at 5:30 P.M.

The following members were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION OF THE CITY OF FERGUS FALLS, MINNESOTA  
APPROVING MINNESOTA SESSION LAWS, 2023  
REGULAR SESSION  
CHAPTER 64, ARTICLE 10, SECTIONS 18 & 19

WHEREAS, the City Council of the City of Fergus Falls, Minnesota (the "City"), previously adopted a resolution approving Minnesota Session Laws, 2021, 1st Special Session, Chapter 14, Article 8, Section 6 (the "Original Special Law"), and filed an originally signed Certificate of Approval form with a photo copy of that resolution to the Secretary of State of the State of Minnesota; and

WHEREAS, the 2023 regular session of the Minnesota Legislature passed, and the Governor signed, Minnesota Session Laws, 2023, Regular Session, Chapter 64, Article 10, Sections 18 & 19, which made the following underlined amendments to Minnesota Session Laws, 2021, 1st Special Session, Chapter 14, Article 8, Section 6:

Sec. 6. CITY OF FERGUS FALLS; TAXES AUTHORIZED.

Subdivision 1. Sales and use tax; authorization. Notwithstanding Minnesota Statutes, section 297A.99, subdivision 1, or 477A.016, or any other law, ordinance, or city charter, the city of Fergus Falls may, if approved by the voters at a general election as required under Minnesota Statutes, section 297A.99, subdivision 3, impose, by ordinance, a sales and use tax of one-half of one percent for the purposes specified in subdivision 2. Except as otherwise provided in this section, the provisions of Minnesota Statutes, section 297A.99, govern the imposition, administration, collection, and enforcement of the tax authorized under this subdivision. The tax imposed under this subdivision is in addition to any local sales and use tax imposed under any other special law.



Subd. 2. Use of sales and use tax revenues. (a) The revenues derived from the tax authorized under subdivision 1 must be used by the city of Fergus Falls to pay the costs of collecting and administering the tax and for the following projects in the city, including securing and paying debt service, on bonds issued to finance all or part of the following projects:

(1) \$7,800,000 for an aquatics center; and

(2) \$5,200,000 for the DeLagoon Improvement Project.

(b) Notwithstanding Minnesota Statutes, section 297A.99, subdivision 3, and as approved by the voters at the November 8, 2022, general election, the city of Fergus Falls may by ordinance increase the cost for the project in paragraph (a), clause (1), by up to \$3,000,000, without holding another local election.

Subd. 3. Bonding authority. (a) The city of Fergus Falls may issue bonds under Minnesota Statutes, chapter 475, to finance all or a portion of the costs of the facilities authorized in subdivision 2, and approved by the voters as required under Minnesota Statutes, section 297A.99, subdivision 3, paragraph (a). The aggregate principal amount of bonds issued under this subdivision may not exceed:

(1) \$7,800,000 for the project listed in subdivision 2, clause (1), plus an amount needed to pay capitalized interest and an amount to be applied to the payment of the costs of issuing the bonds; and

(2) \$5,200,000 for the project listed in subdivision 2, clause (2), plus an amount needed to pay capitalized interest and an amount to be applied to the payment of the costs of issuing the bonds.

(b) The bonds may be paid from or secured by any funds available to the city of Fergus Falls, including the tax authorized under subdivision 1. The issuance of bonds under this subdivision is not subject to Minnesota Statutes, sections 275.60 and 275.61.

(c) The bonds are not included in computing any debt limitation applicable to the city of Fergus Falls, and any levy of taxes under Minnesota Statutes, section 475.61, to pay principal and interest on the bonds is not subject to any levy limitation. A separate election to approve the bonds under Minnesota Statutes, section 475.58, is not required.

(d) Notwithstanding Minnesota Statutes, section 297A.99, subdivision 3, and as approved by the voters at the November 8, 2022, general election, the city of Fergus Falls may by ordinance increase the amount of bonding for the project in paragraph (a), clause (1), by up to \$3,000,000, without holding another local election.

Subd. 4. Termination of taxes. Subject to Minnesota Statutes, section 297A.99, subdivision 12, the tax imposed under subdivision 1 expires at the earlier of (1) December 31, 2037, or (2) when the city council determines that the amount received from the tax is sufficient to pay for the project costs authorized under subdivision 2 for projects approved by voters as required under Minnesota Statutes, section 297A.99, subdivision 3, paragraph (a), plus an amount sufficient to pay the costs related to issuance of any bonds authorized under subdivision 3, including interest on the bonds. Except as otherwise provided in Minnesota Statutes, section 297A.99, subdivision 3, paragraph (f), any funds remaining after payment of the allowed costs due to the timing of the termination of the tax under Minnesota Statutes, section 297A.99, subdivision 12, shall be placed in the general fund of the city. The tax imposed under subdivision 1 may expire at an earlier time if the city so determines by ordinance.

EFFECTIVE DATE. This section is effective the day after the governing body of the city of Fergus Falls and its chief clerical officer comply with Minnesota Statutes, section 645.021, subdivisions 2 and 3.

WHEREAS, such legislation requires local approval in accordance with Minnesota Statute, Section 645.021; and

WHEREAS, the City the law to become effective;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Fergus Falls that Minnesota Session Laws, 2023, Regular Session, Chapter 64, Article 10, Sections 18 & 19 are hereby approved.

BE IT FURTHER RESOLVED that the City Administrator is hereby instructed to submit the appropriate certificate and a copy of this Resolution to the Secretary of State of the State of Minnesota.

Adopted by the City Council of the City of Fergus Falls, Minnesota, on June 5, 2023.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Administrator

The motion for the adoption of the foregoing resolution was duly seconded by Member \_\_\_\_\_, and after full discussion thereof and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA  
COUNTY OF OTTER TAIL  
CITY OF FERGUS FALLS

I, the undersigned, being the duly qualified and acting City Administrator of the City of Fergus Falls, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City duly called and held on the date therein indicated, insofar as such minutes relate to a resolution giving approval to a sales and use tax.

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
City Administrator

**CERTIFICATE OF APPROVAL OF SPECIAL LAW  
BY GOVERNING BODY**

(Pursuant to Minnesota Statutes, 645.02 and 645.021)

**STATE OF MINNESOTA**

County of Otter Tail

**TO THE SECRETARY OF STATE OF MINNESOTA:**

PLEASE TAKE NOTICE, That the undersigned chief clerical officer of the

City of Fergus Falls, Minnesota

DOES HEREBY CERTIFY, that in compliance with the provisions of Laws, 20 22,

Chapter 645.021 requiring approval by a majority\* of the governing body of said local

governmental unit before it becomes effective, the City of Fergus Falls City Council  
(designate governing body)

at a meeting duly held on the 5th day of June 20 23, by resolution \_\_\_\_\_

\_\_\_\_\_ did approve said Laws, 20 23, Chapter 64, Article 10, Sections 18 & 19  
(if other than resolution, specify)

by a \_\_\_\_\_ majority vote\* of all of the members thereof (Ayes \_\_\_\_\_; Noes \_\_\_\_\_;

Absent or not voting \_\_\_\_\_) and the following additional steps, if any required by statute  
or charter were taken:

\_\_\_\_\_

A copy of the resolution is hereto annexed and made a part of this certificate by reference.

Signed: \_\_\_\_\_

\_\_\_\_\_  
(Official designation of officer)

(This form prescribed by the Attorney General and furnished by the Secretary of State as required in Minnesota Statutes 645.021.)

\*If extraordinary majority is required by the special law, insert fraction or percentage here.

**Please see reverse side for instructions for completing this form.**

## INSTRUCTIONS

- Include the chapter number in the *Laws of Minnesota* that is to be approved on the Certificate of Approval form **and** in the resolution that approves the special law.
- Return the completed **originally signed** Certificate of Approval form **with a photo copy** of the resolution that approved the special law to:

Election Division  
Secretary of State  
180 State Office Building  
100 Rev. Dr. Martin Luther King Jr. Blvd  
St Paul, MN 55155-1299

- If you have any questions please contact Nancy Breems at 651/215-1440.

**CHARTER**

**ORDINANCE NO. 39, EIGHTH SERIES**

**AN ORDINANCE OF THE CITY OF FERGUS FALLS, MINNESOTA,  
IMPOSING LOCAL SALES AND USE TAX**

The City of Fergus Falls does ordain:

**Section 1. - LOCAL SALES AND USE TAX.**

(A) *Authority.* At the general election held on November 8, 2022, the voters of the City of Fergus Falls approved the imposition of a one-half of one percent (0.5%) sales and use tax to finance (i) the Aquatics Center Project (defined below) in an amount of \$10,800,000, plus an amount equal to interest and the costs of issuance of any bonds issued to finance the project and (ii) the DeLagoon Improvement Project (defined below) in amount of \$5,200,000, plus an amount equal to interest and the costs of issuance of any bonds issued to finance the project.

Pursuant to Minnesota Session Laws, 2021, 1st Special Session, Chapter 14, Article 8, Section 6, as amended by Minnesota Session Laws, 2023, Regular Session, Chapter 64, Article 10, Sections 18 and 19 (collectively, the “Special Law”), the Minnesota Legislature has authorized the City of Fergus Falls, Minnesota (the “City”), to impose a local sales and use tax to provide revenues to pay the costs of collecting and administering the tax to the Commissioner (defined below) and to finance (i) up to \$10,800,000, plus an amount needed for securing and paying debt service any bonds, including capitalized interest and the costs of issuing the bonds, for the payment of costs related to the funding of the Aquatics Center Project (defined below) and (ii) up to \$5,200,000, plus an amount needed for securing and paying debt service any bonds, including capitalized interest and the costs of issuing the bonds, for the payment of costs related to the funding of the DeLagoon Improvement Project (defined below).

(B) *Definitions.* For purposes of this section, the following words, terms, and phrases have the following meanings given them unless the language or context clearly indicates a different meaning is intended.

(1) ***AQUATICS CENTER PROJECT.*** The acquisition, construction, improvement, and equipping of an aquatics center in the City, as authorized by the Minnesota Legislature in the Special Law and approved by the voters at the November 8, 2022, referendum.

(2) ***CITY.*** The City of Fergus Falls, Minnesota.

(3) ***COMMISSIONER.*** The Commissioner of Revenue of the State of Minnesota or a person to whom the Commissioner of Revenue has delegated functions.

(4) ***DELAGOON IMPROVEMENTS PROJECT.*** The construction, improvement, betterment and equipping of the DeLagoon Improvements Project in the City, as authorized by the Minnesota Legislature in the Special Law and approved by the voters at the November 8, 2022, referendum.

(5) **DESIGNATED PROJECTS.** The Aquatics Center Project and the DeLagoon Improvement Project.

(6) **SPECIAL LAW.** Minnesota Session Laws, 2021, 1st Special Session, Chapter 14, Article 8, Section 6, as amended by Minnesota Session Laws, 2023, Regular Session, Chapter 64, Article 10, Sections 18 and 19.

(7) **STATE SALES AND USE TAX LAWS AND RULES.** Those provisions of the state revenue laws applicable to state sales and use tax imposition, administration, collection, and enforcement, including Minnesota Statutes, Chapters 270C, 289A, and 297A, and Minnesota Rules, Chapter 8130, as amended from time to time.

(C) *Local sales and use tax imposed; amount of tax; coordination with State Sales and Use Tax Laws and Rules.* A local sales tax is imposed in the amount of one-half of one percent (0.50%) on the gross receipts from sales at retail sourced within city limits of the City that are taxable under the State Sales and Use Tax Laws and Rules. A local use tax is imposed in the amount of one-half of one percent (0.50%) on the storage, use, distribution or consumption of goods or services sourced within the city limits of the City that are taxable under the State Sales and Use Tax Laws and Rules. All of the provisions of the state sales- and use tax laws and rules apply to the local sales and use tax imposed by this section. The local sales and use tax imposed by this section shall be collected and remitted to the Commissioner on any sale or purchase when the state sales tax must be collected and remitted to the Commissioner under the State Sales and Use Tax Laws and Rules and is in addition to the state sales and use tax.

(D) *Effective date of tax; transitional sales.* Except as otherwise provided herein, the local sales and use tax imposed by this section shall apply to sales and purchases made on or after October 1, 2023. The local sales and use tax imposed by this section shall not apply to:

(1) The gross receipts from retail sales or leases of tangible personal property made pursuant to a bona fide written contract, which unconditionally vests the rights and obligations of the parties thereto, provided that such contract was enforceable prior to October 1, 2023, and that delivery of the tangible personal property subject thereto is made on or before October 1, 2023.

(2) The gross receipts from retail sales made pursuant to a bona fide lump sum or fixed price construction contract, which unconditionally vests the rights and obligations of the parties thereto and which does not make provision or allocation of future taxes, provided that such contract was enforceable prior to October 1, 2023, and that delivery of the tangible personal property used in performing such construction contract is made before April 1, 2024.

(3) The purchase of taxable services, including utility services, if the billing period includes charges for services furnished before and after October 1, 2023, but the local sales and use tax imposed by this section shall apply on the first billing period not including charges for services furnished before October 1, 2023.

(4) Lease payments for tangible personal property and motor vehicles that includes a period before and after October 1, 2023, but the local sales and use tax imposed by this section shall apply on a prorated basis to lease payment amounts attributable to that portion of the lease



payment period on or after October 1, 2023 and on the entire lease payment for all lease payment periods thereafter.

(E) *Tax clearance; issuance of licenses.*

(1) The City may not issue or renew a license for the conduct of a trade or business within the City if the Commissioner notified the licensing division of the City that the applicant owes delinquent taxes of the City as provided in this section, or penalties or interest due on such City taxes. City taxes include sales and use taxes provided in this section. Penalties and interest are penalties and interest due on taxes included in this definition.

(2) Delinquent taxes does not include a tax liability if: (i) an administrative or court action which contests the amount or validity of the liability has been filed or served, (ii) the appeal period to contest the tax liability has not expired, or (iii) the applicant has entered into a payment agreement and is current with the payments.

(3) Applicant means an individual if the license is issued to or in the name of an individual or the corporation or partnership if the license is issued to or in the name of a corporation or partnership.

(4) A copy of the notice of delinquent taxes given to the licensing division of the City shall also be sent to the applicant taxpayer. In the case of renewal of a license, if the applicant requests in writing, within 30 days of receipt of the notice of hearing, then, a contested hearing shall be held under the same procedures as provided in Minn. Stat. 270A for the state sales and use tax imposed under Minnesota Statutes, Chapter 297A; provided further that if a hearing must be held on the state sales and use tax, hearings must be combined.

(F) *Deposit of revenues; costs of administration; termination of tax.*

(1) All of the revenues, interest, and penalties derived from the local sales and use tax imposed by this section collected by the Commissioner and remitted to the City shall be deposited in the City treasury and shall be credited to the fund established to pay the costs of collecting the local sales and use tax imposed by this section and to finance the capital and administrative costs directly related to completing the Designated Projects.

(2) The local sales and use tax imposed by this section shall terminate at the earlier of: (1) December 31, 2037; or (2) when the City Council determines that \$10,800,000 for the Aquatics Center Project, plus \$5,200,000 for the DeLagoon Improvements Project, plus an amount equal to interest and the costs of issuance of any bonds issued to finance the Aquatics Center Project and/or the DeLagoon Improvements Project, including capitalized interest and the costs of issuing the bonds, has been received from the local sales and use tax imposed by this section to pay for all the capital and administrative costs directly related to completing the Designated Projects. Any funds remaining after payment of all such costs and retirement or redemption of the bonds shall be placed in the general fund of the City. The local sales and use tax imposed by this section may terminate at an earlier time if the City Council so determines by ordinance. In any event, the local sales and use tax imposed under this section may only terminate on the last day of a calendar quarter upon 90 days' notice to the Commissioner.

(G) *Agreement with the Commissioner.* The City may enter into an agreement with the Commissioner regarding each party's respective roles and responsibilities related to the imposition, administration, collection, enforcement, and termination of the local sales and use tax imposed by this section. Any such agreement shall not abrogate, alter, or otherwise conflict with the State Sales and Use Tax Laws and Rules, this ordinance, or the Special Law.

(H) *Summary publication.* The following summary is approved by the City Council and, if this Ordinance has been enacted by at least a four-fifths majority of all of the members of the City Council, this summary shall be published in the City's official newspaper for at least two successive weeks in lieu of publishing the entire ordinance pursuant to Minnesota Statutes section 412.191:

Pursuant to a voter-approved referendum, the City is authorized to and will impose a local sales and use tax of one-half of one percent (0.50%) on retail sales made after October 1, 2023, to be used to fund the costs of collecting and administering the tax and the finance the costs of certain Designated Projects related to the construction of an aquatics center and the DeLagoon Improvement Project in the City.

If the Ordinance was enacted by less than a four-fifths majority of all of the members of the City Council, then the full text of the ordinance shall be published in the City's official newspaper.

EFFECTIVE DATE. This ordinance of the City of Fergus Falls shall be effective upon its approval and second publication.

ADOPTED by the City Council this, this \_\_\_\_ day of \_\_\_\_\_, 2023.

Ayes:

Nays:

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Ben Schierer, Mayor

ATTEST:

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Andrew Bremseth  
City Administrator

Published in the City's official newspaper, the *Fergus Falls Daily Journal*, on June \_\_, 2023.

## RESOLUTION ALLOWING CLAIMS &amp; ORDERING PAYMENT THEREOF

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

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

## General

A-1 LOCK & KEY LLC	DUPLICATE PARK KEYS	9.00
A-1 LOCK & KEY LLC	SERV CHG/KEY CHARTS	93.75
ARC DOCUMENT SOLUTIONS LLC	MAINTENANCE GIS PRINTER	217.19
PBBS EQUIPMENT CORP	CITY HALL SERV., TRAVEL, MILEAGE	858.00
ADMINISTRATOR'S CONTINGENCY FD	APRIL 2023 ANALYSIS SVC CHARGE	155.37
ADMINISTRATOR'S CONTINGENCY FD	APRIL 2023 INTEREST EARNED	.02-
ADMINISTRATOR'S CONTINGENCY FD	DELAGOON CONCESSION BAGS	450.00
ADMINISTRATOR'S CONTINGENCY FD	RECORD ORDINANCE #36-VARIANCE	46.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PAVILION DEPOSIT-EMBERT	100.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PAVILION DEPOSIT-SAXTON	100.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PLPS DEPOSIT-MARQUETTE	25.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PLPS DEPOSIT-SMESTAD	25.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/THC LICENSE	500.00
ADMINISTRATOR'S CONTINGENCY FD	REPLACE PAYROLL CHECK #34707	105.00
ADMINISTRATOR'S CONTINGENCY FD	2023 SAFETY BOOT REIMBURSEMENT	50.00
SEAN ANDERSON	CLEANING WEEKS OF MAY 8-15	455.04
ANYTIME PLUMBING LLC	REPAIRS, PARTS MENS BATHROOM	338.00
AUTO VALUE - FERGUS FALLS	MAY FIRE DEPT TRUCK REPAIR	5.49
AVESIS THIRD PARTY ADMIN INC	JUNE VISION INSURANCE	30.14
BCS GROUP, LLC	QUICKEDD HA UPGRADE & RENEWAL	4,680.00
BANKCARD CENTER	AIRPORT ANNUAL FEE 4790	408.60
BANKCARD CENTER	APR RETURN PROGRAM IMAGING UNI	116.62
BANKCARD CENTER	APR SHARPIES, HEADPHONES, EARBUD	41.92
BANKCARD CENTER	APRIL APPY PIE LLC PLATINUM	617.21
BANKCARD CENTER	APRIL BATTERY & CHARGER-R3	129.98
BANKCARD CENTER	APRIL CARTRIDGE & DRUM UNIT	78.38
BANKCARD CENTER	APRIL FD PEER SUPPORT	31.21
BANKCARD CENTER	APRIL FF REHAB-ACTIVE THREAT	101.04
BANKCARD CENTER	APRIL FIREFIGHTING SUPPLIES	33.34
BANKCARD CENTER	APRIL GATORLINE TRIMMER LINE	52.13
BANKCARD CENTER	APRIL HEADSET & EAR PADS	29.88

## General

BANKCARD CENTER	APRIL IBM LTO ULTRIUM 7 - TAPE	443.66
BANKCARD CENTER	APRIL MEETING LODGING	240.08
BANKCARD CENTER	APRIL MEETING-MEALS	58.02
BANKCARD CENTER	APRIL MOTOR FUEL	31.53
BANKCARD CENTER	APRIL NEW MEMBER UNIFORMS	811.00
BANKCARD CENTER	APRIL PLASTIC GRILL HOLDER	59.97
BANKCARD CENTER	APRIL POSTAGE-E2 MIRROR REPLAC	77.92
BANKCARD CENTER	APRIL REPLACEMENT DRUM	71.90
BANKCARD CENTER	APRIL REPLACEMENT TONER CARTRI	52.90
BANKCARD CENTER	APRIL STATION CLEANING SUPPLIE	29.93
BANKCARD CENTER	APRIL STATION EOC OPERATIONS	94.69
BANKCARD CENTER	APRIL SUPPLIES-TAPE FOR RETREA	16.37
BANKCARD CENTER	APRIL WATER REHAB	17.96
BANKCARD CENTER	APRIL WINKLER SERVICE PLAQUE	50.00
BANKCARD CENTER	APRIL 14" CLEAR ACRYLIC GLOBE	107.16
BANKCARD CENTER	BACKFLOW LICENSE RENEWAL	612.85
BANKCARD CENTER	BCA LAB RUN MEAL	19.62
BANKCARD CENTER	BERGREN VEST	1,352.59
BANKCARD CENTER	BERGREN VEST TAX REMOVED	92.90-
BANKCARD CENTER	BIKES FOR OPEN HOUSE	982.00
BANKCARD CENTER	CD SLEEVES	23.98
BANKCARD CENTER	CITY HALL COFFEE	47.92
BANKCARD CENTER	CODE MATERIALS/TRAINING BOOKS	244.79
BANKCARD CENTER	DUENOW UNIFORM PURCHASE	39.99
BANKCARD CENTER	EVENSON MOUSE	46.99
BANKCARD CENTER	EVIDENCE BAGS	63.81
BANKCARD CENTER	FIRE DEPT BACKGROUND CHECK	1.00
BANKCARD CENTER	FOOD FOR SUSPECT/23009631	37.56
BANKCARD CENTER	HEADSET EAR FOAM	8.98
BANKCARD CENTER	HEADSET EAR PROTECTORS	7.50
BANKCARD CENTER	KARGER CELL DOWNLOADS	179.15
BANKCARD CENTER	KARGER CELL THUMB DRIVES	55.96
BANKCARD CENTER	KITCHEN SUPPLIES	129.88
BANKCARD CENTER	MAR LODGING-INVESTIGATIVE CONF	216.24
BANKCARD CENTER	MARCH ADOBE CREATIVE CLOUD	39.99
BANKCARD CENTER	MARCH FACEBOOK ADS/JOB POSTING	22.42
BANKCARD CENTER	MARCH MEALS-INVESTIGATIVE CONF	33.98
BANKCARD CENTER	MARCH MOTOR FUEL	56.21
BANKCARD CENTER	MARCH PLANT HOLDERS	21.44
BANKCARD CENTER	MONTHLY ADOBE MEMBERSHIP	10.73
BANKCARD CENTER	MOULTRIE MOBILE MONTHLY	9.99
BANKCARD CENTER	NUISANCE IMAGE STORAGE	9.99
BANKCARD CENTER	OFFICE SUPPLIES	289.61

## General

BANKCARD CENTER	OFFICES SUPPLIES	7.20
BANKCARD CENTER	OPEN HOUSE BIKE HELMETS	167.18
BANKCARD CENTER	OPEN HOUSE SNACKS	133.77
BANKCARD CENTER	PARK BATHROOM/PARTS	36.85
BANKCARD CENTER	PARK BATHROOM/UTILITY SINK	410.16
BANKCARD CENTER	PD COFFEE	23.96
BANKCARD CENTER	PD PATCHES	572.00
BANKCARD CENTER	PDFESCAPE PREMIUM/SONMOR	36.24
BANKCARD CENTER	POSTAGE SUPPLIES	157.68
BANKCARD CENTER	RADAR SQ EDGE CEILING, SCREWS	115.86
BANKCARD CENTER	RENEW QUARTERLY EXPRESS LICENS	6.67
BANKCARD CENTER	RUSH REPLACEMENT CREDIT CARD	20.00
BANKCARD CENTER	SMART DRAW SUBSCRIPTION	119.40
BANKCARD CENTER	SONSTEBO UNIFORM PURCHASE	343.35
BANKCARD CENTER	SONSTEBO UNIFORM RETURN	43.98-
BANKCARD CENTER	SPACE HEATER CITY HALL OFFICE	106.30
BANKCARD CENTER	SUPPLIES	19.96
BANKCARD CENTER	UNIFORM PURCHASE	48.31
BANKCARD CENTER	WEST DMT REFRESHER	75.00
BANKCARD CENTER	WEST LAPTOP BAG	95.00
BANKCARD CENTER	WEST SUPPLIES	15.50
BANKCARD CENTER	04/25/23-04/25/24 TECHREPUBLIC	99.00
BANKCARD CENTER	1ST QTR 2023 FILING FORM 941	8.50
BANKCARD CENTER	10 FT ALUM LADDER/CITY HALL	267.36
BANKCARD CENTER	2023 LEADING STRATEGIC INITIAT	280.00
BANKCARD CENTER	3YR LICENSE-MUCHOW,LIPSON,HARI	225.00
BEYER BODY SHOP, INC.	TOW AUDI/23015103	150.00
BEYER BODY SHOP, INC.	TOW CHEVY IMPALA/23015423	150.00
BEYER BODY SHOP, INC.	TOW CHEVY MALIBU/23014114	110.00
BEYER BODY SHOP, INC.	TOW CHEVY PICKUP/23015100	100.00
BEYER BODY SHOP, INC.	TOW CHEVY 1500/23010724	150.00
BUILDERS FIRSTSOURCE INC	FINANCE AREA CEILING TILES	86.58
TRAVIS CARLSON	OTC TAX	.10-
TRAVIS CARLSON	STATE TAX	1.28-
CHARTER COMMUNICATIONS	CABLE 5/18-6/17	32.97
CHARTER COMMUNICATIONS	05/04-06/03/23 CABLE	52.62
MARK CHRISTOPHERSON	MAY PROF SERV ARENA	4,669.00
VIKING COCA-COLA BOTTLING CO	MAY CONCESSION SUPPLIES	1,261.95
COMMISSIONER OF REVENUE	2023 APRIL SALES TAX	55,495.00
COMPUTER INFORMATION SYSTEMS	CIS MFR RENEWAL/SUPPORT	1,800.00
COOPERS TECHNOLOGY GROUP	ENVELOPES,SELF-STICK NOTE PADS	112.43
COOPERS TECHNOLOGY GROUP	MAY DARK BLUE LABELS	9.00
COOPERS TECHNOLOGY GROUP	MAY HEAVY COPY PAPER	19.18

## General

COOPERS TECHNOLOGY GROUP	MAY LAMINATING POUCHES	45.98
COOPERS TECHNOLOGY GROUP	MAY PENCILS,BINDER CLIPS,FILES	121.79
COOPERS TECHNOLOGY GROUP	MAY SUPPLIES-LEGAL FOLDERS	53.89
DRV TECHNOLOGIES INC	SECURECHEX ANNUAL MAINTENANCE	600.00
DACOTAH PAPER CO	CAN LINER,TISSUE,TOWEL,BLEACH	652.95
DACOTAH PAPER CO	DISP TOILET TISSUE,BLEACH	51.62
DACOTAH PAPER CO	ROLL TOWEL,MAT,TISSUE,BLEACH	305.77
DIAMOND VOGEL PAINTS	MAY WHITE TRAFFIC PAINT 5 GAL	2,501.25
DIAMOND VOGEL PAINTS	MAY YELLOW TRAFFIC PAINT 5GAL	2,375.00
EQUIPMENT FUND	JUNE EQUIPMENT RENT	114,157.90
FASTENAL COMPANY	MAY 14.5" CABLE TIES (MONTE)	209.30
FERGUS FALLS CONVENTION &	MAR 2023 LODGING TAX	10,267.04
FERGUS FALLS CONVENTION &	MAR 2023 LODGING TAX ADMIN	308.01-
F F UMPIRES ASSOCIATION	2023 LEAGUE GAMES	9,240.00
FERGUS HOME & HARDWARE	MAY DYLOX 6.2 GRANULAR OAK GRO	151.98
FERGUS HOME & HARDWARE	MAY 24-0-10 FERTILIZER OAK GRO	799.50
FERGUS HOME & HARDWARE	MAY 25-0-08 WEED AND FEED OAK	799.50
FIRE SAFETY USA, INC	MAY E2 MIRROR REPLACEMENT	620.00
FM COFFEE REPAIR	MAY SVC-REPAIR COFFEE MACHINE	345.21
GALLS LLC	JOHNSON UNIFORM PURCHASE	425.49
GENERAL FUND	2ND QTR 2023 FIXED EXPENDITURE	471,811.35-
GOODIN COMPANY	LAV FAUCET L/DRAIN	209.75
GOODIN COMPANY	LAV FAUCET, CLOSET FLUSH VALVE	386.11
GOODIN COMPANY	SEAT W/OPEN FRONT	88.44
GRAINGER INC	MAY MULTI-GAS DETECTORS RYAN M	3,958.12
GRAINGER INC	MAY SINGLE GAS DETECTOR	122.11
GRAINGER INC	MAY TRAFFIC CABINET FILTERS	65.40
GRANITE ELECTRONICS	MAY P15 RADIO REPAIR(PORTABLE)	44.00
GRANITE ELECTRONICS	TUNE RADIO	44.00
GREAT PLAINS FIRE	PPV W/AC CHARGERS 2X12 AH	4,400.00
GREAT PLAINS NATURAL GAS CO	MAY NATURAL GAS EXPENSE	632.38
GREATER FERGUS FALLS CORP	3RD QTR 2023 BUDGET ALLOCATION	12,500.00
DAVID M HARLES JR	2023 SAFETY BOOT REIMBURSEMENT	80.49
HEPPNER CONSULTING, INC.	POWER 10 BRMS	2,000.00
HIGH POINT NETWORKS LLC	MAY REBOOT HYBRID, NO MAILFLOW	506.25
HIGH POINT NETWORKS LLC	TECH SUPPORT FOR 0365 EMAIL	56.25
HOME DEPOT CREDIT SERVICES	MAY KNIFE, ALL PURPOSE FERTILI	89.88
HOME DEPOT CREDIT SERVICES	MAY KWIK SEAL WHITE, AERATORS	18.43
HOME DEPOT CREDIT SERVICES	MAY SUPPLIES-PAINT	49.44
HOME DEPOT CREDIT SERVICES	MAY 27 GALLON TOUGH TOTES	114.80
HOME DEPOT CREDIT SERVICES	MAY 4.5" GRINDER (TODD B)	119.00
HOME DEPOT CREDIT SERVICES	10' ALUM STEP LADDER	229.00
INTL CITY/COUNTY MGMT ASSN	07/01/23-06/30/24 DUES	1,051.95

## General

JK SPORTS	BASEBALL JERSEYS, SUBLIMATED	10,322.00
LAKE REGION HEALTHCARE CORP	APRIL PRE-EMPLOY DRUG SCREENS	375.00
LAKES COUNTRY SERVICE COOP	FEBRUARY RANDOM DRUG SCREEN	70.00
LAKES COUNTRY SERVICE COOP	MARCH RANDOM DRUG SCREEN	70.00
LEAGUE OF MN CITIES INS. TRUST	3RD QTR 2023 INSURANCE PREMIUM	102,903.00
LEAGUE OF MN CITIES INS TRUST	JANUARY INDEMNITY-255343	1,000.00
DANIEL F E LIPSON	FEBRUARY PARAMEDIC REFRESHER	159.99
LOCATORS & SUPPLIES INC	MAY AERVOE GRAFFITI REMOVER	35.00
LOCATORS & SUPPLIES INC	MAY STARLITE GRAY SAFETY GLASS	29.90
LOCATORS & SUPPLIES INC	MAY WHITE MARKING PAINT (SAM)	107.98
LOCKBOX SERVICES 931054	01/01-03/31/23 INVESTMENT FEES	13,868.35
M-R SIGN COMPANY INC	MAY NO OVERNIGHT PARKING SIGN	58.60
M-R SIGN COMPANY INC	MAY SIGN RIVETS	43.00
MARCO TECHNOLOGIES LLC	COPIER CONTRACT 5/10-6/10	365.11
MEDTOX LABORATORIES INC	APRIL PRE-EMPLOY DRUG SCREEN	300.60
METRO SALES, INC	04/18-05/17/23 COPIER RENT	152.98
METRO SALES, INC	04/18-05/17/23 COPIER USAGE	37.95
MIDWEST PRINTING COMPANY	MAY ANNUAL REPORT COVERS	35.00
MIDWEST PRINTING COMPANY	MAY HEAVY DUTY DATE STAMP	109.00
MIDWEST PRINTING COMPANY	MAY INTERNAL DEPOSIT SLIPS	380.00
MIKE'S LOCK & KEY SERVICE	DUPLICATE KEYS, CONVERT CYLINDE	455.50
MN CITY/COUNTY MANAGEMENT ASSO	05/01/23-04/30/24 DUES	194.20
MISSION MECHANICAL INC	INSTALL EXHAUST FAN, DUCT WORK	5,442.00
MISSION MECHANICAL INC	REVIEW EXISTING MECH. SYSTEMS	2,200.00
MOBOTREX INC	MAY BULLDOG III PUSH BUTTONS	642.00
MOTION INDUSTRIES INC	HVY DTY SHEAVES, BUSHINGS	611.28
NAC	PD COMPASS HVAC COMPUTER UPGRA	6,300.00
NEO ELECTRICAL SOLUTIONS LLC	REIL REPAIR	2,122.26
NYCKLEMOE & ELLIG, P.A.	JUNE RETAIN FEE/OFFICE ALLOW	7,245.83
OTTER TAIL COUNTY HIGHWAY DEPT	ST LIGHTING ROUND A BOUT	19.62
OTC HUMANE SOCIETY INC	APR ANIMAL BOARDING	803.00
OTC HUMANE SOCIETY INC	MAR ANIMAL BOARDING	377.00
OTTER TAIL POWER COMPANY	MAY ELECTRICITY EXPENSE	116.82
PEMBERTON LAW, P.L.L.P.	MARCH 2023 INVESTIGATIVE SVC	61.50
PLUMBERS INC	MINI SPLIT OFFICE, E&C ONLY	5,200.00
POLICE DEPT CONTINGENCY FUND	SEWING CSO PATCHES ON SHIRTS	50.00
POLICE DEPT CONTINGENCY FUND	WEST UNIFORM PURCHASE	44.99
POLICE DEPT PETTY CASH	POSTAGE DUE ON RECEIVED MAIL	1.11
PUBLIC UTILITIES DEPARTMENT	MAY PUBLIC UTILITIES	4,625.24
PUBLIC UTILITIES DEPARTMENT	MAY UTILITIES/522 E HAMPDEN	40.31
PUBLIC UTILITIES DEPARTMENT	OCTOBER 2022 PUBLIC UTILITIES	1,282.42
REDSTONE TECHNOLOGIES INC	P10 MIGRATION EXPENSES	533.23
DEVIN REGER	2023 SAFETY BOOT REIMBURSEMENT	249.99

## General

SHI INTERNATIONAL CORP	OFFICEPROPLUS SNGL SA MVP	7,020.00
SHI INTERNATIONAL CORP	PRJCT SNGL SA MVL	129.00
SHI INTERNATIONAL CORP	VISIOPRO SNGL SA MVL	220.00
SHI INTERNATIONAL CORP	WINSVRCAL SNGL SA MVL DVCCAL	450.00
SHI INTERNATIONAL CORP	WINSVRSTDCORE SGLE SA MVL 2LIC	1,104.00
SHI INTERNATIONAL CORP	2023 COMPUTERS	10,950.00
SHI INTERNATIONAL CORP	2023 LAPTOP	1,600.00
SHI INTERNATIONAL CORP	2023 MONITORS	522.00
SPEE*DEE DELIVERY SERVICE INC	APRIL FREIGHT	83.79
SUMMIT COMPANIES	ANNUAL EXTINGUISHER INSPECTION	347.41
TAG-UP	FIRE DEPT YEARS OF SVC AWARDS	67.50
TAG-UP	MAY 1 7/8 X 9 3/8 PLATE	8.75
ULINE	CADILLAC MAT, BLACK	140.47
USABLE LIFE	JUNE LIFE INSURANCE	79.20
VERIZON WIRELESS	MAY CELL PHONE EXPENSE	1,117.71
WIMACTEL INC	MAY TELEPHONE EXPENSE	198.00
	F U N D   T O T A L	24,487.55-

## P.A. General

BANKCARD CENTER	APRIL CEILING TILE FOR CBHH	185.32
JOHNSON CONTROLS INC	MONTHLY MAINT -HVAC MAY	1,381.04
NOVA FIRE PROTECTION, LLC	QUARTERLY SPRINKLER INSPECTION	135.00
PA BONDS 2020A DEMO	2023 DEBT SERVICE TRANS 2020A	49,000.00
PA BONDS 2020B RLF	2023 DEBT SERVICE TRANS 2020B	15,187.00
SELAND'S FLOOR COVERING	FLOORING INSERT REPLACEMENT	388.80
UGSTAD PLUMBING INC	BOILER/GEN CK 04/13/23	90.00
UGSTAD PLUMBING INC	BOILER/GEN CK 04/21/23	90.00
UGSTAD PLUMBING INC	BOILER/GEN CK 04/28/23	90.00
UGSTAD PLUMBING INC	JUNE RETAINER FEE	125.00
	F U N D   T O T A L	66,672.16

## Regional Treatment Center-City Operated

BANKCARD CENTER	RTC CUDEBACK DIGITAL	20.00
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## Regional Treatment Center-City Operated

F U N D   T O T A L	20.00
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## Public Library

ARAMARK UNIFORM SERVICES	TOWELS AND MOPS	33.20
BAKER & TAYLOR INC	BOOK	1,094.37
BAKER & TAYLOR INC	BOOKS	3,759.48
BAKER & TAYLOR INC	FREIGHT SURCHARGE	48.54
BAKER & TAYLOR INC	PROCESSING	307.49
BANKCARD CENTER	APRIL BOOKS	994.16
BANKCARD CENTER	APRIL DIGITAL MATERIALS	860.06
BANKCARD CENTER	APRIL DVD'S	1,628.88
BANKCARD CENTER	APRIL OPERATING SUPPLIES	358.29
BANKCARD CENTER	APRIL STAMPS	138.60
BANKCARD CENTER	APRIL SUPPLIES-SHARPIES	10.68
BANKCARD CENTER	MARCH WIRELESS HEADSET	171.99
BANKCARD CENTER	2022 BOOKS	1,082.51
DACOTAH PAPER CO	BRUSH ROLLER BLACK	92.80
DACOTAH PAPER CO	DUSTER POLYWOOL EXTENDS	25.46
DAILY JOURNAL	NEWSPAPER AD FOL LEGACY REIMB	314.25
GENERAL FUND	2ND QTR 2023 FIXED EXPENDITURE	1,632.50
LAKE REGION HEALTHCARE CORP	APRIL PRE-EMPLOY DRUG SCREENS	75.00
THE LIBRARY STORE	LAMINATE	174.32
VICTOR LUNDEEN COMPANY	SCISSORS, FOLDERS, TAPE	41.80
MEDTOX LABORATORIES INC	APRIL PRE-EMPLOY DRUG SCREEN	66.80
MIDWEST TAPE EXCHANGE	DVDS	287.08
PUBLIC UTILITIES DEPARTMENT	MAY PUBLIC UTILITIES	295.00
SUMMIT COMPANIES	ANNUAL EXTINGUISHER INSPECTION	56.09
	F U N D   T O T A L	13,549.35

## Bigwood Event Center

ARAMARK	MAY LINEN SUPPLY	686.31
BANKCARD CENTER	MARCH SAMSUNG CASE & PROTECTOR	123.48
BANKCARD CENTER	REFUND B2B PRIME MEMBERSHIP	192.20-

## Bigwood Event Center

BANKCARD CENTER	04/06/2023 EVENT FOOD	8.98
BANKCARD CENTER	04/08/23 EVENT FOOD	36.95
BANKCARD CENTER	04/20/23 EVENT FOOD	47.52
CARDCONNECT	APR CREDIT CARD FEES	227.93
CLOVER	APR POS MONTHLY CHARGE	144.85
CLOVER	MAY POS MONTHLY CHARGE	160.96
VIKING COCA-COLA BOTTLING CO	CREDIT PAID TWICE	1,088.50-
VIKING COCA-COLA BOTTLING CO	FEB BEVERAGES-DIET COKE, WATER	167.40
COMMISSIONER OF REVENUE	2023 APRIL SALES TAX	13.71
GENERAL FUND	2ND QTR 2023 FIXED EXPENDITURE	849.00
GREAT PLAINS NATURAL GAS CO	MAY NATURAL GAS EXPENSE	553.56
INNFORMATION SYSTEMS	MARCH LICENSE TRANSFER	60.00
PUBLIC UTILITIES DEPARTMENT	MAY PUBLIC UTILITIES	506.64
VERIZON WIRELESS	MAY CELL PHONE EXPENSE	92.27
	F U N D   T O T A L	2,398.86

## P.I.R. Bond and Interest 2007

P.I.R. PROJECTS	TO CLOSE FUND 307 TO FUND 499	235.11
	F U N D   T O T A L	235.11

## P.I.R. Bond and Interest 2009

P.I.R. BOND & INTEREST 2009	2023 DEBT SERVICE TRANSFER	4,000.00-
	F U N D   T O T A L	4,000.00-

## P.I.R. Bond and Interest 2012B

P.I.R. BOND & INTEREST 2012	2023 DEBT SERVICE TRANSFER	10,000.00-
	F U N D   T O T A L	10,000.00-

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

P.I.R. BOND & INTEREST 2019	2023 DEBT SERVICE TRANSFER	60,000.00-
	F U N D   T O T A L	60,000.00-

## G.O. Port Authority Bonds, Series 2020A-DEED Demo

PA BONDS 2020A DEMO	2023 DEBT SERVICE TRANS 2020A	49,000.00-
	F U N D   T O T A L	49,000.00-

## G.O. Port Authority Bonds, Series 2020B-DEED RLF

PA BONDS 2020B RLF	2023 DEBT SERVICE TRANS 2020B	15,187.00-
	F U N D   T O T A L	15,187.00-

## Capital Improvement

ADMINISTRATOR'S CONTINGENCY FD	PLAN REVIEW/WATER MAIN	150.00
ASTECH ASPHALT SURFACE TECH	FINAL-RETAINAGE PI 5354	5,457.32
ASTECH ASPHALT SURFACE TECH	P.I. 5338 RETENTION FINAL	5,464.26
BANKCARD CENTER	APRIL COUNCIL RETREAT	284.05
BOLTON & MENK INC	DTRF PHASE 2 PROF. SERVICES	14,599.00
BOLTON & MENK INC	PAY APP.NO. 6 UNION MILL O/L	693.00
JOEL CARLSON INC.	JUNE LEGISLATIVE FEES	2,285.00
COMSTOCK CONSTRUCTION INC	PAY APP NO. 2	40,279.52
COMSTOCK CONSTRUCTION INC	PAY APP NO. 3 PHASE 2	48,359.63
DELZER CONSTRUCTION	REPAIR WATER LINE DELAGOON	3,269.00
INTERSTATE ENGINEERING INC.	PROF SERV 4/9/2023 TO 5/6/2023	2,195.00
JLG ARCHITECTS	PROF SERV ENDING 4/30/2023	84,564.00
MARK LEE ASPHALT & PAVING, INC	FINAL-RETAINAGE PI #5353	14,695.53
MARK LEE ASPHALT & PAVING, INC	FINAL-RETAINAGE PI 5337	6,183.02
MOORE ENGINEERING INC	FINAL DESIGN STANTON AVE RECON	40,536.25
	F U N D   T O T A L	269,014.58

P.I.R. Project 2007B

P.I.R. PROJECTS	TO CLOSE FUND 407 TO FUND 499	16,599.91
	F U N D   T O T A L	16,599.91

P.I.R. Project 2009

P.I.R. PROJECTS	2023 TRANSFER-2009 BONDS	50,000.00-
P.I.R. BOND & INTEREST 2009	2023 DEBT SERVICE TRANSFER	4,000.00
	F U N D   T O T A L	46,000.00-

P.I.R. Project 2012B

P.I.R. BOND & INTEREST 2012	2023 DEBT SERVICE TRANSFER	10,000.00
	F U N D   T O T A L	10,000.00

P.I.R. Project 2019

P.I.R. BOND & INTEREST 2019	2023 DEBT SERVICE TRANSFER	60,000.00
	F U N D   T O T A L	60,000.00

P.I.R. Projects

P.I.R. PROJECTS	TO CLOSE FUND 307 TO FUND 499	235.11-
P.I.R. PROJECTS	TO CLOSE FUND 407 TO FUND 499	16,599.91-
P.I.R. PROJECTS	2023 TRANSFER-2009 BONDS	50,000.00
	F U N D   T O T A L	33,164.98

## Liquor Store

ADMINISTRATOR'S CONTINGENCY FD	APRIL VETS HOME PRODUCTS	27.88
THE AMERICAN BOTTLING COMPANY	MAY/MIX	550.87
ARCTIC GLACIER USA INC	MAY/FREIGHT #3606313504	15.00
ARCTIC GLACIER USA INC	MAY/FREIGHT #3606314004	25.00
ARCTIC GLACIER USA INC	MAY/FREIGHT #3606314611	15.00
ARCTIC GLACIER USA INC	MAY/ICE #3606313504	736.12
ARCTIC GLACIER USA INC	MAY/ICE #3606314004	553.92
ARCTIC GLACIER USA INC	MAY/ICE #3606314611	567.07
ARTISAN BEER COMPANY	MAY/BEER	4,193.17
ARTISAN BEER COMPANY	MAY/MIX	34.60
BANKCARD CENTER	APRIL BLACK TONER CARTRIDGE	83.00
BANKCARD CENTER	APRIL MOOD PANDORA	57.86
BANKCARD CENTER	APRIL SUPPLIES-CASH BAGS	137.80
BANKCARD CENTER	APRIL 4-COLOR COMPLETE TONER	311.00
BELLBOY CORPORATION	MAY/FREIGHT	70.03
BELLBOY CORPORATION	MAY/LIQUOR	3,474.73
BELLBOY CORPORATION	MAY/MISC PURCHASES	269.00
BELLBOY CORPORATION	MAY/MIX	304.20
BEVERAGE WHOLESALERS INC	JUNE/BEER	16,052.80
BEVERAGE WHOLESALERS INC	JUNE/WINE	331.20
BEVERAGE WHOLESALERS INC	MAY/BEER	96,527.08
BEVERAGE WHOLESALERS INC	MAY/LIQUOR	4,433.00
BEVERAGE WHOLESALERS INC	MAY/MIX	1,101.00
BEVERAGE WHOLESALERS INC	MAY/WINE	3.44-
BLUE CLOUD OF BURNSVILLE, MN	MAY/BEER	270.00
PATRICIA DILLON	MAY TAPE DISPENSERS	11.25
BRADCO RESTORATION, INC	APR REP.DAMAGED STUCCO	6,700.00
BRAUN VENDING INC	MAY WATER COOLER RENT	9.00
BREAKTHRU BEVERAGE MINNESOTA	JUNE/LIQUOR	54.00-
BREAKTHRU BEVERAGE MINNESOTA	MAY/FREIGHT	77.31
BREAKTHRU BEVERAGE MINNESOTA	MAY/LIQUOR	2,800.71
BREAKTHRU BEVERAGE MINNESOTA	MAY/MIX	969.88
BREAKTHRU BEVERAGE MINNESOTA	MAY/WINE	3,963.34
CAYAN	MAY 2023 MONTHLY SERVICE FEE	160.37
VIKING COCA-COLA BOTTLING CO	MAY/MIX	2,146.76
COMMISSIONER OF REVENUE	2023 APRIL SALES TAX	43.01
COPPER TRAIL BREWING CO	MAY/BEER	426.18
D-S BEVERAGES, INC.	MAY/BEER	49,667.72
D-S BEVERAGES, INC.	MAY/LIQUOR	714.70
D-S BEVERAGES, INC.	MAY/MIX	722.80
D-S BEVERAGES, INC.	MAY/WINE	284.00
DACOTAH PAPER CO	MAY TAPE BX/SEAL, BAGS	392.70
DEROSIER MASONRY	MAY R/R RAMP 227 W WASHINGTON	2,390.00

## Liquor Store

FERGUS BREWING COMPANY LLC	MAY/BEER	305.00
FORESTEDGE WINERY	MAY/WINE	396.00
GENERAL FUND	2ND QTR 2023 FIXED EXPENDITURE	163,051.50
GREAT PLAINS NATURAL GAS CO	MAY NATURAL GAS EXPENSE	84.06
JOHNSON BROTHERS LIQUOR CO	MAY/FREIGHT	1,578.07
JOHNSON BROTHERS LIQUOR CO	MAY/LIQUOR	56,992.03
JOHNSON BROTHERS LIQUOR CO	MAY/MIX	697.62
JOHNSON BROTHERS LIQUOR CO	MAY/WINE	13,103.59
JUNKYARD BREWING COMPANY LLC	MAY/BEER	440.00
PEPSI BEVERAGE COMPANY	MAY/MIX	491.24
PHILLIPS WINE & SPIRITS CO	JUNE/FREIGHT	1.72
PHILLIPS WINE & SPIRITS CO	MAY/FREIGHT	505.40
PHILLIPS WINE & SPIRITS CO	MAY/LIQUOR	18,378.45
PHILLIPS WINE & SPIRITS CO	MAY/MIX	545.68
PHILLIPS WINE & SPIRITS CO	MAY/WINE	9,555.39
PUBLIC UTILITIES DEPARTMENT	MAY PUBLIC UTILITIES	451.02
SIGNATURE HOME TECHNOLOGIES	APRIL,MAY,JUNE MONITOR SERVICE	73.74
SOUTHERN GLAZER'S OF MN	MAY/FREIGHT	20.97
SOUTHERN GLAZER'S OF MN	MAY/LIQUOR	913.84
SOUTHERN GLAZER'S OF MN	MAY/MIX	100.00
SOUTHERN GLAZER'S OF MN	MAY/WINE	80.00
SUMMIT COMPANIES	ANNUAL EXTINGUISHER INSPECTION	148.68
TALKING WATERS BREWING CO LLC	MAY/BEER	225.00
TOTAL REGISTER SYSTEMS	FTP MONTHLY SERVICE	64.42
TOTAL REGISTER SYSTEMS	05/01/23-04/30/24 TOTAL CARE	2,779.94
VERIZON WIRELESS	MAY CELL PHONE EXPENSE	128.05
	F U N D   T O T A L	472,675.03

## Refuse Disposal

AUTO VALUE - FERGUS FALLS	MAY GREASE GUN COUPLER LANDFIL	14.99
COMMISSIONER OF REVENUE	2023 APRIL SALES TAX	351.29
COMMISSIONER OF REVENUE	2023 APRIL SWMT	29,832.00
DACOTAH PAPER CO	MAY TISSUE,CLNR HARD SURFACE	132.84
EQUIPMENT FUND	JUNE EQUIPMENT RENT	42,700.75
GENERAL FUND	2ND QTR 2023 FIXED EXPENDITURE	80,060.50
LIBERTY TIRE SERVICES LLC	APR CAR TIRE TON OFF RIM	674.55
LOCATORS & SUPPLIES INC	MAY CUT&PUNCTURE RESISTANT GLO	139.88
METRO SALES, INC	04/18-05/17/23 COPIER RENT	16.56

## Refuse Disposal

METRO SALES, INC	04/18-05/17/23 COPIER USAGE	15.26
PERRIN MOBILE MEDICAL SERVICES	MAY RANDOM DRUG SCREEN	60.00
PUBLIC UTILITIES DEPARTMENT	MAY PUBLIC UTILITIES	1,317.29
SUMMIT COMPANIES	ANNUAL EXTINGUISHER INSPECTION	52.90
TANK HOLDING CORP	MAY 300 GALLON REAR/LH/RH LIDS	3,313.65
VERIZON WIRELESS	MAY CELL PHONE EXPENSE	25.93
	F U N D   T O T A L	158,708.39

## Sewage Treatment

BANKCARD CENTER	APR HEAVY DUTY MECH TIMER	9.97
BANKCARD CENTER	APR HIGH-TEMP SILICONE GASKETS	107.46
BANKCARD CENTER	APR PVC ADAPTER, PIPE	11.56
BANKCARD CENTER	MAR BOX FAN	26.98
BANKCARD CENTER	MAR BRAIDED TUBING, PIPE FITT	7.57
BANKCARD CENTER	MAR 3/4" INSERTXIIN	1.45
DACOTAH PAPER CO	MAY TISSUE, CLNR	150.76
EQUIPMENT FUND	JUNE EQUIPMENT RENT	12,335.41
FARMERS ELEVATOR OF FERGUS	MAY HYDROSEED MIX WTP APPROACH	232.00
FLEXIBLE PIPE TOOL COMPANY	MAY ARIES CAMERA REPAIR	1,514.55
GENERAL FUND	2ND QTR 2023 FIXED EXPENDITURE	85,196.60
GRAINGER INC	MAY PLEATED FILTERS, V-BELT	158.40
GRAINGER INC	MAY TANK BRUSH, CODED HANDLES	70.45
GREAT PLAINS NATURAL GAS CO	MAY NATURAL GAS EXPENSE	878.09
HAWKINS INC	MAY ALUMINUM SULFATE LIQUID	7,037.08
LAKESIDE EQUIPMENT CORPORATION	MAY CONE LINER	1,130.00
MATTHEW LEMKE	OCT-APR REIMB. EOS LINE	104.93
MESERB	CONF REGISTRATION (AFTER FACT)	150.00
METRO SALES, INC	04/18-05/17/23 COPIER RENT	16.55
METRO SALES, INC	04/18-05/17/23 COPIER USAGE	15.26
PERRIN MOBILE MEDICAL SERVICES	MAY RANDOM DRUG SCREEN	60.00
PUBLIC UTILITIES DEPARTMENT	MAY PUBLIC UTILITIES	3,971.27
RMB ENVIRONMENTAL LABORATORIES	APR ANALYSIS	152.46
RMB ENVIRONMENTAL LABORATORIES	MAY ANALYSIS	1,174.38
SPEE*DEE DELIVERY SERVICE INC	MAY SHIPPING	34.49
SPEE*DEE DELIVERY SERVICE INC	MAY STANDARD SHIPPING	34.56
UTILITY LOGIC	MAY TRENCH SHORING	4,033.00
VERIZON WIRELESS	MAY CELL PHONE EXPENSE	117.28
	F U N D   T O T A L	118,732.51

## Water

ADMINISTRATOR'S CONTINGENCY FD	APRIL MEETING-MEALS	46.70
AMERICAN PAYMENT CENTERS	QUARTERLY BOX RENTAL	93.00
BANKCARD CENTER	APRIL MEETING-LODGING	535.56
BANKCARD CENTER	APRIL SAE/MET/TORX FOLD HEX	7.51
BANKCARD CENTER	APRIL 18" AUGER BIT SET	21.46
TRAVIS CARLSON	COMMERCIAL WATER 3,496 GAL	13.06-
TRAVIS CARLSON	METER RENT (5 DAYS)	5.56-
TRAVIS CARLSON	1" HYDRANT METER DEPOSIT	60.00
CORE & MAIN LP	MAY EBS SUPER GLUE F/DI ADJ RI	179.83
CORE & MAIN LP	MAY VALVE BOX ADAPTER 2.5"-8"	494.81
CORE & MAIN LP	MAY 5 POINT PENTA SOCKET	195.08
CORE & MAIN LP	MAY 6" MJ TEE C153 (TRAVIS)	237.70
CORE & MAIN LP	MAY 6X2 MJ TAPT PLUG C153	207.01
EQUIPMENT FUND	JUNE EQUIPMENT RENT	4,712.58
FERGUSON WATERWORKS #1657	MAY NEPTUNE BELT CLIP UPGRADE	500.00
FERGUSON WATERWORKS #1657	MAY STOCK PARTS ORDER TRAVIS	794.65
FERGUSON WATERWORKS #1657	MAY 1" CTS METER ANGLE VALVES	1,580.52
FERGUSON WATERWORKS #1657	MAY 2" CURB BOX REPAIR TOP	80.00
FERGUSON WATERWORKS #1657	MAY 2" MACH10 R900I/REGISTERS/	2,602.65
FERGUSON WATERWORKS #1657	MAY 2" METER FLANGE KIT TRAVIS	301.48
GENERAL FUND	2ND QTR 2023 FIXED EXPENDITURE	77,130.10
GOIN' POSTAL FERGUS FALLS	MAY SHIPPING	13.98
GRAYMONT (WI) LLC	MAY HIGH CALCIUM QUICKLIME	8,221.05
GREAT PLAINS NATURAL GAS CO	MAY NATURAL GAS EXPENSE	864.06
HAWKINS INC	MAY CYLINDERS	30.00
HOME DEPOT CREDIT SERVICES	MAY CLEAR ALL PURPOSE SEALANT	11.78
HOME DEPOT CREDIT SERVICES	MAY 4.25" LOCK BACK UTILITY KN	8.97
KLM ENGINEERING, INC.	JANUARY SUPPLY GS-9 MIXER	10,018.00
LAKES COUNTRY SERVICE COOP	FEBRUARY RANDOM DRUG SCREEN	105.00
LOCATORS & SUPPLIES INC	MAY HEAD GEAR/FACESHIELD UTILI	35.96
LOCATORS & SUPPLIES INC	MAY LITE BOX BATTERY 6 VOLT	45.00
MAXAIR, LLC	JAN OIL, FILTERS	862.58
MCMASTER-CARR SUPPLY CO	MAY SS ANCHOR FOR CONCRETE	46.70
METRO SALES, INC	04/08-05/07/23 COPIER RENT	63.68
METRO SALES, INC	04/08-05/07/23 COPIER USAGE	12.53
METRO SALES, INC	04/18-05/17/23 COPIER RENT	16.56
METRO SALES, INC	04/18-05/17/23 COPIER USAGE	15.26
MN DEPARTMENT OF HEALTH	2ND QTR 2023 WATER CONNECTIONS	12,232.00
PERRIN MOBILE MEDICAL SERVICES	MAY RANDOM DRUG SCREEN	60.00
PREFERRED CONTROLS INC	APR BOOSTER ST. UPGRADE HWY 1	5,539.80
PREFERRED CONTROLS INC	MAY COMPUTER UPGRADE	14,003.00
PUBLIC UTILITIES DEPARTMENT	MAY PUBLIC UTILITIES	180.06
RMB ENVIRONMENTAL LABORATORIES	MAY 1ST HALF BACT. MONITORING	170.97



## Water

RMB ENVIRONMENTAL LABORATORIES	MAY 2ND HALF BACT. MONITORING	150.28
UTILITY LOGIC	MAY TRENCH SHORING	4,033.00
VERIZON WIRELESS	MAY CELL PHONE EXPENSE	289.41
WADENA ASPHALT INC	MAY BIT MIX E DOUGLAS	660.00
WADENA ASPHALT INC	MAY BIT MIX HAMPTON/SUMMIT	2,508.00
WEETOWN SERVICES LLC	MAY SLAKER TROUGHS	25,095.00
WEST TOOL & DESIGN, INC.	MAY SS ANGLES WATER PLANT CHAD	107.38
	F U N D   T O T A L	175,162.03

## Storm Water

BANKCARD CENTER	LANDFILL ANNUAL SW-572 PERMIT	408.60
BOLTON & MENK INC	MAY MS4 ASST. 4/1/23-4/28/23	3,600.00
EQUIPMENT FUND	JUNE EQUIPMENT RENT	11,236.00
GENERAL FUND	2ND QTR 2023 FIXED EXPENDITURE	24,726.15
MOORE ENGINEERING INC	APR MS4 ASSISTANCE	2,095.00
MOORE ENGINEERING INC	MAY MS4 ASSISTANCE	302.50
UTILITY LOGIC	MAY TRENCH SHORING	4,033.00
VERIZON WIRELESS	MAY CELL PHONE EXPENSE	35.01
	F U N D   T O T A L	46,436.26

## Equipment

A-1 LOCK & KEY LLC	SERV CHG/KEY CHARTS	93.75
AMERICAN WELDING & GAS, INC	MAY HEAD GEAR/FACE SHIELD SHOP	31.61
AMERICAN WELDING & GAS, INC	MAY 4.5" CUT OFF WHEELS SHOP	37.00
AUTO VALUE - FERGUS FALLS	MAY AIR FILTER (STK)	22.39
AUTO VALUE - FERGUS FALLS	MAY AIR FILTERS UNIT 239	36.22
AUTO VALUE - FERGUS FALLS	MAY BRAKE ROTORS UNIT 2073	127.98
AUTO VALUE - FERGUS FALLS	MAY CAB AIR FILTER U-283	40.20
AUTO VALUE - FERGUS FALLS	MAY CABIN/AIR VENT CLEANER	16.99
AUTO VALUE - FERGUS FALLS	MAY COPPER RESISTOR SPARK PLUG	20.94
AUTO VALUE - FERGUS FALLS	MAY ENGINE BREAK IN OIL U-3005	20.99
AUTO VALUE - FERGUS FALLS	MAY FEMALE JIC 27 HYD FITTING	25.38
AUTO VALUE - FERGUS FALLS	MAY FUEL FILTER UNIT 953	7.15

## Equipment

AUTO VALUE - FERGUS FALLS	MAY FUEL LEAD SUBSTITUTE	4.49
AUTO VALUE - FERGUS FALLS	MAY GALLON 15W40 UNIT 3005	39.98
AUTO VALUE - FERGUS FALLS	MAY GLASS FUSE HOLDERS	19.98
AUTO VALUE - FERGUS FALLS	MAY GREASE COUPLER (SHOP)	15.98
AUTO VALUE - FERGUS FALLS	MAY HIGH TEMP HEADLAMP SOCKET	16.99
AUTO VALUE - FERGUS FALLS	MAY HYD FILTERS U958/957	93.48
AUTO VALUE - FERGUS FALLS	MAY HYD FITTING UNIT 238	54.58
AUTO VALUE - FERGUS FALLS	MAY HYD FITTINGS UNIT 228	125.08
AUTO VALUE - FERGUS FALLS	MAY HYDRAULIC FILTER UNIT 957	46.74
AUTO VALUE - FERGUS FALLS	MAY MINI AIR REGULATOR	56.99
AUTO VALUE - FERGUS FALLS	MAY OIL FILTER UNIT 3005	8.54
AUTO VALUE - FERGUS FALLS	MAY OIL FILTER UNIT 949	6.64
AUTO VALUE - FERGUS FALLS	MAY OSCILLATING FAN UNIT 228	23.99
AUTO VALUE - FERGUS FALLS	MAY PAINT SPRAYING SUPPLIES	48.84
AUTO VALUE - FERGUS FALLS	MAY PLOW/WING ORANGE PAINT	317.10
AUTO VALUE - FERGUS FALLS	MAY STARTER UNIT 80	221.99
AUTO VALUE - FERGUS FALLS	MAY STOCK AIR FILTER	30.76
AUTO VALUE - FERGUS FALLS	MAY STOCK FILTER ORDER	296.18
AUTO VALUE - FERGUS FALLS	MAY STOCK GREASE ZERKS (SHOP)	37.73
AUTO VALUE - FERGUS FALLS	MAY STOCK 9005XS BULB	14.99
AUTO VALUE - FERGUS FALLS	MAY TARP REMOTE BATTERY U-242	4.49
AUTO VALUE - FERGUS FALLS	MAY TIRE PATCH (SHOP)	8.49
AUTO VALUE - FERGUS FALLS	MAY V- BELT UNIT 291	22.99
AUTO VALUE - FERGUS FALLS	MAY V-BELTS UNIT 291	41.98
BANKCARD CENTER	APR 2-WAY ELECTRIC BALL VALVE	222.79
BANKCARD CENTER	APRIL BRAKE LINE FITTINGS	16.98
BANKCARD CENTER	APRIL CARGO D-RING ANCHORS	7.96
BANKCARD CENTER	APRIL DEGREASER, CLEANER, GROMME	95.91
BANKCARD CENTER	APRIL LIGHT BAR LASER LIGHT	15.08
BANKCARD CENTER	APRIL MOTOR FUEL	47.64
BANKCARD CENTER	APRIL PUBLIC WORKS ADAPTER	58.75
BANKCARD CENTER	APRIL P2949 UNISTRUT TROLLEY	542.87
BANKCARD CENTER	APRIL REGISTRATION UNIT 826	10.51
BANKCARD CENTER	APRIL RETRACT CORD REEL	41.99
BANKCARD CENTER	APRIL TROLLEY HANGER U BRACKET	143.00
BANKCARD CENTER	MARCH ADAPTER, GROMMETS	6.22
BANKCARD CENTER	MARCH GEARCASE LUB, DRIVE FLUID	59.97
BANKCARD CENTER	MARCH PERMA-SEAL CONNECTOR,	478.69
BANKCARD CENTER	MARCH PS-4 OIL CHANGE KIT	53.49
BANKCARD CENTER	2081 GAS	110.62
BANKCARD CENTER	2101 DECALS	381.00
BERTS TRUCK EQUIPMENT OF MHD	MAY UTILITY BOX LATCH/REATINER	277.00
COMMISSIONER OF REVENUE	2023 APRIL SPECIAL FUEL TAX	747.56

## Equipment

COMMISSIONER OF REVENUE	2023 APRIL SALES TAX	74.99
COOPERS TECHNOLOGY GROUP	MAY CASCADING WALL ORGANIZER	23.22
ENVIRONMENTAL EQUIP & SERVICES	MAY PARTS ORDER UNIT 238	2,165.50
ENVIRONMENTAL EQUIP & SERVICES	MAY SUCTION HOSE/PUH CURTAIN	1,019.06
EQUIPMENT FUND	JUNE EQUIPMENT RENT	1,666.69
EQUIPMENT FUND	RECEIPT JUNE EQUIPMENT RENT	186,809.33-
EZ OPEN GARAGE DOOR	APR CLUTCH ON W OPENER, SHOP	125.00
JOHN DEERE FINANCIAL	MAY BATTERY CORE CREDIT	18.00-
JOHN DEERE FINANCIAL	MAY BUSHING UNIT 953	5.72
JOHN DEERE FINANCIAL	MAY SHOCK ABSORBER UNIT 953	338.35
JOHN DEERE FINANCIAL	MAY TUBE UNIT 953	207.58
JOHN DEERE FINANCIAL	MAY UNIT 953 PARTS ORDER	612.87
FASTENAL COMPANY	MAY STOCK HARDWARE ORDER SHOP	86.64
FASTENAL COMPANY	MAY 1/2" BOLTS UNIT 225	10.04
FM COFFEE REPAIR	MAY SVC-REPAIR COFFEE MACHINE	486.23
GENERAL FUND	2ND QTR 2023 FIXED EXPENDITURE	39,165.00
GENERAL REPAIR SERVICE	MAY UNLOADER VALVE UNIT 3044	147.68
NAPA AUTO PARTS - FERGUS FALLS	MAY GATES HYD FITTING U-228	85.65
NAPA AUTO PARTS - FERGUS FALLS	MAY STOCK HYD FILTER	117.98
NAPA AUTO PARTS - FERGUS FALLS	MAY V-BELT UNIT 291	38.99
NAPA AUTO PARTS - FERGUS FALLS	MAY V-BELTS UNIT 291	38.99
GRAINGER INC	MAY K SAW STARTER CORD	17.63
GRAINGER INC	MAY K-SAW STARTER GRIP HANDLE	39.24
GRAINGER INC	MAY VEHICLE INSP REPORTS	139.40
GRANITE ELECTRONICS	MAY OPTIMIZE/TUNE 4 RADIOS	176.00
GROWMARK INC	MAY ISO32/ UNITED SYN HD ATF	1,979.90
GROWMARK INC	MAY UNITED SYN TRANS 50	767.25-
HOME DEPOT CREDIT SERVICES	MAY PAINT MITTS/HOSE WASHERS	11.30
HOME DEPOT CREDIT SERVICES	MAY 20 AMP MICROWAVE FUSE U484	5.55
IROQUOIS IRONWORKER INC	MAY B96/150 PRESS BRAKE (SHOP)	42,633.20
LAKES COUNTRY SERVICE COOP	FEBRUARY RANDOM DRUG SCREEN	35.00
LAKEWAY EXPRESS LLC	MAY NON OXYGENATED FUEL (PARK)	68.00
LAKEWAY EXPRESS LLC	MAY PREM UNLEADED DELAGOON	59.47
LOCATORS & SUPPLIES INC	MAY COATED RUBBER GLOVE/WORK G	36.98
LOCATORS & SUPPLIES INC	MAY QUIET BAND EAR PLUGS	20.85
MTI DISTRIBUTING INC	MAY DECK WHEEL ASSM U-957	618.12
MTI DISTRIBUTING INC	MAY PARTS ORDER UNIT 957	1,403.77
MTI DISTRIBUTING INC	MAY SEAL/PULLEY/BELT/BEARING	617.21
MTI DISTRIBUTING INC	MAY TIRE INNER TUBE U-957	45.43
MIDWEST PRINTING COMPANY	MAY CITY SHOP WORK ORDERS	175.00
MINNESOTA MOTOR COMPANY	MAY BLOCK HEATER UNIT 263	59.14
OLSON OIL COMPANY INC	MAY DIESEL FUEL UNIT 484	89.19
OLYMPIC SALES INC	MAY GRIPPER EXTN NUTS NEW WAYS	163.92

## Equipment

O'REILLY AUTOMOTIVE INC	MAY FUSE HOLDER UNIT 484	4.24
O'REILLY AUTOMOTIVE INC	MAY SEALED BEAM BULB U-958	10.48
O'REILLY AUTOMOTIVE INC	MAY V-BELT UNIT 291	13.58
PRODUCTIVITY PLUS ACCOUNT	MAY RECIRCULATION SWITCH U-283	66.43
PUBLIC UTILITIES DEPARTMENT	MAY PUBLIC UTILITIES	644.36
SANITATION PRODUCTS INC	MAY 8" QUICK CLAMPS U-262	244.05
SUMMIT COMPANIES	ANNUAL EXTINGUISHER INSPECTION	238.08
SUMMIT COMPANIES	PARKS/INSPECT EXTINGUISHERS	196.38
SWANSTON EQUIPMENT CO	MAY STOCK GASKETS UNIT 484	144.76
VERIZON WIRELESS	MAY CELL PHONE EXPENSE	132.21
ZARNOTH BRUSH WORKS INC	MAY STOCK GUTTER BROOM ORDER	1,515.44
ZIEGLER INC.	MAY WHEEL BRACKET MOUNT U-481	27.77
	F U N D   T O T A L	84,188.69-

## Employees Insurance

LAKES COUNTRY SVC COOP	JUNE HEALTH INSURANCE	171,243.26
SUN LIFE FINANCIAL	JUNE LIFE INSURANCE	3,036.24
	F U N D   T O T A L	174,279.50

## Flexible Benefit Agency

WEX	2023 FLEX PLAN REIMB	4,140.18
	F U N D   T O T A L	4,140.18

## PEG Access

BANKCARD CENTER	RENEW QUARTERLY EXPRESS LICENS	6.67
BANKCARD CENTER	1ST QTR 2023 FILING FORM 941	8.50
	F U N D   T O T A L	15.17

6/05/2023

R E S O L U T I O N   R E C O R D

Fergus Falls Convention and Visitor's Bureau, Inc.

AMERICAN LEGION POST 30	MAY RIBBON CUTTING TREATS	64.43
BANKCARD CENTER	APR EVENTS&COMMUNITY CALENDAR	81.23
BANKCARD CENTER	APRIL CANVAS PRINTS	185.95
BANKCARD CENTER	APRIL OFFICE SUPPLIES	99.13
BANKCARD CENTER	RENEW QUARTERLY EXPRESS LICENS	6.66
BANKCARD CENTER	1ST QTR 2023 FILING FORM 941	8.50
BCBS OF MINNESOTA	JUNE HEALTH INSURANCE	990.06
EVOLVE CREATIVE	WEBSITE DESIGN & DEVELOPMENT	6,700.00
FERGUS FALLS CONVENTION &	MAR 2023 LODGING TAX	10,267.04-
FERGUS FALLS CONVENTION &	MAR 2023 LODGING TAX ADMIN	308.01
OTTER TAIL LAKES COUNTRY ASSN	2023 COLLABORATIVE MEMBERSHIP	3,000.00
OTTER TAIL LAKES COUNTRY ASSN	2023 1/4PAGE AD IN 2023 GUIDE	439.00
VERIZON WIRELESS	JUNE CELL PHONE EXPENSE	112.38
	F U N D   T O T A L	1,728.31
	T O T A L   A L L   F U N D S	1,330,669.09

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 05 DAY OF JUNE 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

6/05/2023

R E S O L U T I O N   R E C O R D

COMMISSIONER OF REVENUE	86,557.56
MN DEPARTMENT OF HEALTH	12,232.00
OTTER TAIL COUNTY HIGHWAY DEPT	19.62
A-1 LOCK & KEY LLC	196.50
ARC DOCUMENT SOLUTIONS LLC	217.19
PBBS EQUIPMENT CORP	858.00
ADMINISTRATOR'S CONTINGENCY FD	1,780.93
THE AMERICAN BOTTLING COMPANY	550.87
AMERICAN LEGION POST 30	64.43
ARAMARK UNIFORM SERVICES	33.20
ARAMARK	686.31
AMERICAN PAYMENT CENTERS	93.00
AMERICAN WELDING & GAS, INC	68.61
SEAN ANDERSON	455.04
ANYTIME PLUMBING LLC	338.00
ARCTIC GLACIER USA INC	1,912.11
ARTISAN BEER COMPANY	4,227.77
ASTECH ASPHALT SURFACE TECH	10,921.58
AUTO VALUE - FERGUS FALLS	1,897.72
AVESIS THIRD PARTY ADMIN INC	30.14
BCS GROUP, LLC	4,680.00
BAKER & TAYLOR INC	5,209.88
BANKCARD CENTER	21,799.10
BELLBOY CORPORATION	4,117.96
BERTS TRUCK EQUIPMENT OF MHD	277.00
BEVERAGE WHOLESALERS INC	118,441.64
BEYER BODY SHOP, INC.	660.00
BCBS OF MINNESOTA	990.06
BLUE CLOUD OF BURNSVILLE, MN	270.00
BOLTON & MENK INC	18,892.00
PATRICIA DILLON	11.25
BRADCO RESTORATION, INC	6,700.00
BRAUN VENDING INC	9.00
BREAKTHRU BEVERAGE MINNESOTA	7,757.24
BUILDERS FIRSTSOURCE INC	86.58
CARDCONNECT	227.93
JOEL CARLSON INC.	2,285.00
TRAVIS CARLSON	40.00
CAYAN	160.37
CHARTER COMMUNICATIONS	85.59
MARK CHRISTOPHERSON	4,669.00
CLOVER	305.81
VIKING COCA-COLA BOTTLING CO	2,487.61
COMPUTER INFORMATION SYSTEMS	1,800.00
COMSTOCK CONSTRUCTION INC	88,639.15
COOPERS TECHNOLOGY GROUP	385.49
COPPER TRAIL BREWING CO	426.18

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R E S O L U T I O N   R E C O R D

CORE & MAIN LP	1,314.43
DRV TECHNOLOGIES INC	600.00
D-S BEVERAGES, INC.	51,389.22
DACOTAH PAPER CO	1,804.90
DAILY JOURNAL	314.25
DELZER CONSTRUCTION	3,269.00
DEROSIER MASONRY	2,390.00
DIAMOND VOGEL PAINTS	4,876.25
ENVIRONMENTAL EQUIP & SERVICES	3,184.56
EVOLVE CREATIVE	6,700.00
EZ OPEN GARAGE DOOR	125.00
JOHN DEERE FINANCIAL	1,146.52
FARMERS ELEVATOR OF FERGUS	232.00
FASTENAL COMPANY	305.98
FERGUS BREWING COMPANY LLC	305.00
F F UMPIRES ASSOCIATION	9,240.00
FERGUS HOME & HARDWARE	1,750.98
FERGUSON WATERWORKS #1657	5,859.30
FIRE SAFETY USA, INC	620.00
FLEXIBLE PIPE TOOL COMPANY	1,514.55
FM COFFEE REPAIR	831.44
FORESTEDGE WINERY	396.00
GALLS LLC	425.49
GENERAL REPAIR SERVICE	147.68
NAPA AUTO PARTS - FERGUS FALLS	281.61
GOIN' POSTAL FERGUS FALLS	13.98
GOODIN COMPANY	684.30
GRAINGER INC	4,570.75
GRANITE ELECTRONICS	264.00
GRAYMONT (WI) LLC	8,221.05
GREAT PLAINS FIRE	4,400.00
GREAT PLAINS NATURAL GAS CO	3,012.15
GREATER FERGUS FALLS CORP	12,500.00
GROWMARK INC	1,212.65
DAVID M HARLES JR	80.49
HAWKINS INC	7,067.08
HEPPNER CONSULTING, INC.	2,000.00
HIGH POINT NETWORKS LLC	562.50
HOME DEPOT CREDIT SERVICES	658.15
INTL CITY/COUNTY MGMT ASSN	1,051.95
INNFORMATION SYSTEMS	60.00
INTERSTATE ENGINEERING INC.	2,195.00
IROQUOIS IRONWORKER INC	42,633.20
JK SPORTS	10,322.00
JLG ARCHITECTS	84,564.00
JOHNSON BROTHERS LIQUOR CO	72,371.31
JOHNSON CONTROLS INC	1,381.04



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R E S O L U T I O N   R E C O R D

JUNKYARD BREWING COMPANY LLC	440.00
KLM ENGINEERING, INC.	10,018.00
LAKE REGION HEALTHCARE CORP	450.00
LAKES COUNTRY SERVICE COOP	280.00
LAKES COUNTRY SVC COOP	171,243.26
LAKESIDE EQUIPMENT CORPORATION	1,130.00
LAKEWAY EXPRESS LLC	127.47
LEAGUE OF MN CITIES INS. TRUST	102,903.00
LEAGUE OF MN CITIES INS TRUST	1,000.00
MARK LEE ASPHALT & PAVING, INC	20,878.55
MATTHEW LEMKE	104.93
LIBERTY TIRE SERVICES LLC	674.55
THE LIBRARY STORE	174.32
DANIEL F E LIPSON	159.99
LOCATORS & SUPPLIES INC	451.55
LOCKBOX SERVICES 931054	13,868.35
VICTOR LUNDEEN COMPANY	41.80
M-R SIGN COMPANY INC	101.60
MTI DISTRIBUTING INC	2,684.53
MARCO TECHNOLOGIES LLC	365.11
MAXAIR, LLC	862.58
MCMASTER-CARR SUPPLY CO	46.70
MEDTOX LABORATORIES INC	367.40
MESERB	150.00
METRO SALES, INC	362.59
MIDWEST PRINTING COMPANY	699.00
MIDWEST TAPE EXCHANGE	287.08
MIKE'S LOCK & KEY SERVICE	455.50
MN CITY/COUNTY MANAGEMENT ASSO	194.20
MINNESOTA MOTOR COMPANY	59.14
MISSION MECHANICAL INC	7,642.00
MOBOTREX INC	642.00
MOORE ENGINEERING INC	42,933.75
MOTION INDUSTRIES INC	611.28
NAC	6,300.00
NEO ELECTRICAL SOLUTIONS LLC	2,122.26
NOVA FIRE PROTECTION, LLC	135.00
NYCKLEMOE & ELLIG, P.A.	7,245.83
OLSON OIL COMPANY INC	89.19
OLYMPIC SALES INC	163.92
O'REILLY AUTOMOTIVE INC	28.30
OTTER TAIL LAKES COUNTRY ASSN	3,439.00
OTC HUMANE SOCIETY INC	1,180.00
OTTER TAIL POWER COMPANY	116.82
PEMBERTON LAW, P.L.L.P.	61.50
PEPSI BEVERAGE COMPANY	491.24
PERRIN MOBILE MEDICAL SERVICES	180.00

6/05/2023

R E S O L U T I O N   R E C O R D

PHILLIPS WINE & SPIRITS CO	28,986.64
PLUMBERS INC	5,200.00
POLICE DEPT CONTINGENCY FUND	94.99
POLICE DEPT PETTY CASH	1.11
PREFERRED CONTROLS INC	19,542.80
PRODUCTIVITY PLUS ACCOUNT	66.43
PUBLIC UTILITIES DEPARTMENT	13,313.61
RMB ENVIRONMENTAL LABORATORIES	1,648.09
REDSTONE TECHNOLOGIES INC	533.23
DEVIN REGER	249.99
SHI INTERNATIONAL CORP	21,995.00
SANITATION PRODUCTS INC	244.05
SELAND'S FLOOR COVERING	388.80
SIGNATURE HOME TECHNOLOGIES	73.74
SOUTHERN GLAZER'S OF MN	1,114.81
SPEE*DEE DELIVERY SERVICE INC	152.84
SUMMIT COMPANIES	1,039.54
SUN LIFE FINANCIAL	3,036.24
SWANSTON EQUIPMENT CO	144.76
TAG-UP	76.25
TALKING WATERS BREWING CO LLC	225.00
TANK HOLDING CORP	3,313.65
TOTAL REGISTER SYSTEMS	2,844.36
UGSTAD PLUMBING INC	395.00
ULINE	140.47
USABLE LIFE	79.20
UTILITY LOGIC	12,099.00
VERIZON WIRELESS	2,050.25
WADENA ASPHALT INC	3,168.00
WEETOWN SERVICES LLC	25,095.00
WEST TOOL & DESIGN, INC.	107.38
WEX	4,140.18
WIMACTEL INC	198.00
ZARNOTH BRUSH WORKS INC	1,515.44
TOTAL OTHER GOVERNMENT	98,809.18
TOTAL OTHER VENDORS	1,231,859.91
TOTAL ALL VENDORS	1,330,669.09



# Council Action Recommendation

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Page 1 of 1

**Meeting Date:**

June 5, 2023

**Subject:**

2023 Legislative Session Recap

**Recommendation:**

Informational only, no action necessary.

**Background/Key Points:**

The 2023 Legislative Session adjourned on May 22, 2023. There were a number of initiatives and priorities that the City of Fergus Falls was focused on this session and many reached the finish line. Here are some of the key highlights for the City of Fergus Falls:

- Received \$4 million through the bonding bill (cash) for the Dairy Property.
  - \$1.2 million acquisition from the Port to the City of the River buffer parcel (11.68 acres)
  - \$1.6 million for two rail crossings at Broadway and St. Andrews St.
  - \$700,000 for the River buffer trail
  - \$500,000 for public amenities/public parking area on river buffer trail
- Received approval to collect an additional \$3 million in Sales Tax for the Aquatics Center project (increased from \$7.8 million to \$10.8 million)
- Received \$75,000 to fund the Water Quality 3D pilot project on Lake Alice
- Increase in Local Government Aid of \$576,845 (up 15.03%)
- One-time Public Safety aid \$614,465

With the passage of the paid family and medical leave bill and the legalization of marijuana, we will continue to monitor the impacts and implications of these programs on the City. We are also hoping to understand if we qualify for aid under the newly created Electric Generation Transition Aid from the closure of the Hoot Lake Power Plant.

Senator Rasmusson and Rep. Backer were very engaged and did a great job carrying these initiatives for us. Senator Rasmusson was a key player in the final deal on funding for nursing homes and the bonding bill. Joel Carlson also did a great job of advocating for us and keeping us in the loop daily as things were moving at the Legislature.

**Originating Department:**

Administration

**Respectfully Submitted:**

Andrew Bremseth, City Administrator