



City Council Agenda
February 20, 2024
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
- E. Awarding of Bids
- F. Petitions, Communications and Open Forum
- G. Consent Agenda
 - 1. Motion approving the minutes from the February 5, 2024 City Council meeting and work sessions and the February 14, 2024 Committee of the Whole meeting
 - 2. Motion approving licenses
 - 3. Resolution authorizing the Fergus Falls Fire Department to purchase an inflatable water/ice rescue boat, fire extinguisher training prop and wireless in-cab communication headsets using funds from the Fire Department Trust Account
 - 4. Resolution authorizing the advertising of bids for CP 9148, the DeLagoon Park improvement project
 - 5. Resolution supporting the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant application
 - 6. Resolution accepting MnDOT's state grant offer for an airport tractor
 - 7. Resolution accepting the project plans and specifications and authorize the advertising of bids for the 2024 seal coat improvement project
 - 8. Resolution authorizing staff to apply to the Minnesota Department of Health Drinking Water Revolving Fund to fund the replacement of lead/galvanized water service lines
 - 9. Resolution authorizing the submission of an application for financial assistance through USDA's Rural Business Development Grant Program to grow the revolving loan funds managed by Business Development for Fergus Falls
 - 10. Resolution accepting Interstate Engineering's (Apex) design and construction administration professional services proposal for demolition the amount of \$125,000.00 and accept Apex Engineering's professional services proposal for the development of a unidirectional flushing program in the amount of \$10,000
- H. Ordinance and Resolutions
 - 1. Second reading of Ordinance 52, Eighth Series, Vegetative Management
 - 2. First reading of Ordinance 53, Eighth Series, Tree Management
 - 3. First reading of Ordinance 54, Eighth Series, Amending City Code 154.002, Definition of Hotels

- I. Presentation of Claims \$1,656,140.74
- J. Board, Committee and Department Reports
- K. Reports from Staff and Administrative Officers
- L. Old Business/Unfinished Business
- M. New Business
- N. Miscellaneous Announcements
 - February 28 7:00 am Committee of the Whole meeting
 - March 4 5:30 pm City Council meeting
 - March 5 Presidential Nominating Primary Election Day. Polls open 7 am-8 pm
- O. Adjournment to a closed meeting to discuss a real estate transaction pursuant to MN Statute Sec. 13d.05.

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

City Council Meeting
February 5, 2024

The Fergus Falls City Council held a regular meeting on Monday February 5, 2024 at 5:30 pm in the City Council Chambers. Pastor Jim Johnson 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: Rachels, Hicks, Fish, Job, Kvamme, Rufer, Kremerier and Thompson.

Approval of Agenda

A motion and second were made by Fish and Rufer approving the agenda with the removal of two items from the consent agenda and the motion carried.

Retirement: Bob Wallington

Fish offered **Resolution #29-2024** acknowledging the retirement and 29 years of service from Bob Wallington, which was seconded by Kvamme and was adopted.

Proclamation: Giving Hearts Day

Mayor Schierer read a proclamation declaring February 8, 2024 as Giving Hearts Day.

Investment Portfolio Review

Mike Hoeschen, of Advanced Capital Group presented the 2023 investment portfolio review. 2023 was a year of recovery with investments earning \$1.4 million last year. The investment yield is 4.6%, which is up from 1.1% from two years ago. Finance Director Bill Sonmor reviewed the year-end cash balances for each fund and allowed uses. The total of all funds as of December 31, 2023, was \$44,002,213.69.

Open Forum

Bob Noah spoke on decorum at council meetings and public input opportunities. Duane Cookman asked for updates on the Glacial Edge Trail and franchise fees.

Consent Agenda

The following items were approved under **Resolution #30-2024** by Hicks: A motion approving the following licenses: Minnesota Lawful Gambling Permit for the Minnesota Deer Hunters Association raffle on March 23, 2024 at the VFW; Mechanical Jerry's Heating & A/C; Fireworks Sales Fleet Farm. **Resolution #31-2024** certifying election judges for the March 5, 2024 Presidential Nominating Primary Election; **Resolution #32-2024** agreeing to maintain the bicycle and pedestrian facility portion of the trail sections of Public Improvement 5367, MnDOT's TH 210W bridge replacement project; Motion appointing Lois Josefson to the Heritage Preservation Commission; **Resolution #33-2024** accepting donations from the Fergus Falls Public Library Foundation/West Central Initiative for materials and conference travel and approve corresponding budget adjustments. **Resolution #34-2024** establishing a Fergus Falls Community Fund with West Central Initiative. **Resolution #35-2024** approving an increase in service benefits for retiring paid on call fire fighters. A motion adding a \$100 per application fee for grazing for vegetative management permits to the 2024 fee schedule. **Resolution #36-2024** approving a final plat for a two-lot subdivision of Timber Cove Addition at 1151 and 1161 N Friberg Avenue as requested by the Housing and Redevelopment Authority of Fergus Falls. The resolution was seconded by Thompson and was adopted.

Amendment to the Minutes

Hicks referenced the January 16, 2024, council minutes reiterating the city has the authority to revoke the encroachment agreement for the medical clinic at 1205 W Lincoln Avenue and the project must adhere to all city codes and standards. Kremeier asked for an amendment to attribute Mayor Schierer's quote "he felt council members were talking out of both sides of the mouth" be directed at him, not council members. He also requested the open forum be amended to clarify Mark Leighton's information source was the State Auditor's office. Finance Director Bill Sonmor said Mr. Leighton did use the State Auditor's Report on 2023 city budgets, but his information was inaccurately based on the wrong population base. A motion and second were made by Rufer and Rachels approving the amendments to the January 16, 2024, minutes and the motion carried.

Donations to Fire Department

After clarification on the amount of funding, Hicks offered **Resolution #37-2024** accepting donations from Lake Region Electric Cooperative Operation Roundup and the Fraternal Order of Eagles 2339 towards the purchase of an inflatable ice/cold water rescue boat for the fire department and approve the corresponding budget adjustments which was seconded by Rufer and was adopted.

Ordinance 52, Temporary Grazing

Ordinance 52, Eighth Series, Adding City Code Section 91.53, Temporary Grazing for Vegetative Management was introduced by Kvamme and was declared to have its first reading. Hicks asked for several clerical amendments which will be incorporated into the second reading.

Pebble Lake Golf Course Management Lease Agreement

The lease agreement for the management of the course was extended through December 31, 2024, and the golf board is responsible for the first \$5,000 of capital maintenance each year. Hicks offered **Resolution #38-2024** approving a one-year extension to the Pebble Lake Golf Course management lease agreement which was seconded by Kvamme and was adopted with Rachels voting in opposition.

Grant for Union Avenue Bridge

As a coal impacted community, the city has an opportunity for federal funding for the rehabilitation of the Union Avenue bridge. The estimated cost of rehabbing the historic structure is \$3.6 million and 50-80% of the costs could be covered with a Federal Economic Development Administration Grant. Staff are looking for funding potential funding sources to cover the required matching funds. Rachels offered **Resolution #39-2024** directing staff to prepare and submit an EDA grant application for the Union Avenue Bridge rehabilitation project, which was seconded by Fish and was adopted.

TIF Consultant for Workforce Housing Project

Staff anticipate a Tax Increment Financing (TIF) request for the proposed workforce housing project at 801 W Stanton Avenue. They recommend retaining Baker Tilly's TIF consultant services for a match of funds for the MHFA grant. The developer would be responsible for the cost of the services and the city is not obligated to grant TIF funds. Hicks offered **Resolution #40-2024** engaging Baker Tilly for a Tax Increment Financing analysis for a possible workforce housing project, which was seconded by Rufer and was adopted with Kremeier voting in opposition.

Resolution of Accounts

Fish offered a resolution authorizing the payments and claims in the amount of \$1,205,421.76, which was seconded by Kvamme and was adopted.

The meeting adjourned at 6:25 pm
Lynne Olson

DRAFT

City Council Work Session
February 5, 2024

The Fergus Falls City Council held a work session on February 5, 2024, at 4:00 pm in the City Council Chambers to discuss the city's long-term plans for the Pebble Lake Golf Course. Mayor Schierer called the work session to order, and the following council members were in attendance: Rachels, Hicks, Fish, Job, Kvamme, and Kremeier. Rufer and Thompson were absent.

On December 4, 2023, the Fergus Falls City Council adopted a resolution extending the lease management agreement with the Pebble Lake Golf Board through the end of 2024 and appointed a sub-committee of two council members, two members of the Pebble Lake Golf Club and staff to negotiate the terms of the extended lease agreement. The mayor appointed council members Scott Kvamme and Anthony Hicks to serve. Kvamme said the sub-committee successfully navigated a one-year extension to their management lease agreement and the purpose of tonight's meeting is to discuss the city's long-term vision for the Pebble Lake Golf Course.

Dusty Christensen and Wade Jyrkas, representing the Pebble Lake Golf Course spoke of the board's constraints to make improvements to a city asset. They need the city's approval to purchase equipment and have a limited budget. The \$40,000 the golf course receives annually from the city once covered the most expensive piece of equipment but that is no longer the case. The city budget allocation has not changed since 2008. They said if the city retains the ownership of the course, then more funding needs to be allocated. They asked if the city would consider selling the golf course to the board and getting out of the management of the course. The course could be sold over a 3–5-year period as it transitions to its membership becoming course owner/operators. Christensen did not feel the taxpayers should be paying for the golf course and said if the city removes the \$40,000 from their budget and turns it over to the golf board, he said it would remain a public course.

Hicks felt the city's half-in/half-out approach is not working well and restricts the volunteer board. He cited their recent turnaround in operations, and his belief the course should be run like a business. He encouraged the city to decide if they are willing to let another entity run the golf course without the city's control; continue to run as is or decide if the city should fully take over the management of the entire course and be responsible for the day-to-day management. It was recommended the City Attorney opine on the legality of the city being able to sell the property. If the sale is allowable, the city needs to determine a purchase price. Rachels felt the number of golf rounds generated should be factored into the cost and he advocated the city continue with an RFP process. Kremeier spoke about the community's passion for this asset and felt the golf board was the most qualified entity to run the golf course as they know the business whereas the city does not. Fish felt it would be too costly for the city to run the golf course as a city department and the need to replace aging equipment. He was concerned it be retained as a public course and Christensen explained they feel it could be member owned and operated similarly to the course in Minnewaska.

Mayor Schierer agreed everyone wants to course to remain a public course, and a tool to promote both recreational and tourism opportunities for the community. There have been significant investments made in the course and a deal needs to be structured to protect the city and its taxpayers. He felt if the course is to remain a public course in perpetuity, it should go to a non-profit organization that invests their profits back into the golf course and it is in the city's best interest to consider all options. When the city sells public land, it must be done over two meetings so the public is informed,

and other buyers can be notified. The council was in consensus the current structure is not working and a new approach needs to be taken. Kvamme reiterated the wishes of the council are to keep the course public and a valuable resource for the community and with its high value a fair price would need to be agreed up. The sub-committee would take today's discussions into consideration when they meet again, and an update will be provided this spring. The meeting was adjourned at 4:47 pm.

Lynne Olson

Committee of the Whole
February 14, 2024

The Fergus Falls City Council held a Committee of the Whole meeting on February 14, 2024, 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, Kremeier and Thompson. Rufer was absent.

DeLagoon Park Improvements

The plans and specifications for City Project 9148, the DeLagoon Park Improvements are complete. The base bid for the campground site and utility improvements is \$3.6 million and the total project approved by the voters \$5.2 million. The project will be bid as a base bid plus 13 alternates to enhance flexibility in the project. The scope of the campground improvements includes 42 RV sites, 9 tent sites, a handful of primitive camp sites, a restroom structure, electrical and sanitary sewer connections, and improvements near the archery and shooting range. Utilities will also be extended towards Shoreview Drive and installed for softball and soccer complex restroom structures. Other improvements in the park including lighting and the baseball and softball fields. A motion and second were made by Fish and Thompson to recommend the council accept the project plans and specifications and to authorize the advertising of bids and the motion carried.

RAISE Grant

The city is working with Otter Tail County to submit a joint application for the federal Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant application. The grant would provide connectivity between the Glacial Edge, Central Lakes, and Heart of the Lakes Trails. Another component of the application focuses on the construction of three roundabouts on Fir Avenue. The county is determining the total cost of the grant request and final locations for the trails and roundabouts. A more defined scope would be determined once the funds have been secured. A motion and second were made by Fish and Kvamme to recommend the council offer a resolution of support for the RAISE grant application and the motion carried.

Aeronautics Grant

Last year the city applied for a MnDOT Aeronautics Equipment Grant and was successfully awarded \$74,300 to replace a tractor that pulls a bat-wing style mower for the airport property. The current tractor can be placed back into the city's fleet. A motion and second were made by Hicks and Rachels to recommend the council accept MnDOT's state grant offer for an airport tractor and the motion carried.

2024 Seal Coat Projects

Plans and specifications are substantially complete for PI 5372, the 2024 seal coat improvement project. The estimated construction cost is \$244,800 and if the bids are favorable, the city can add up to a 25% increase to the contract price. \$173,100 was budgeted this year for seal coat applications plus \$100,000 carried over from the previous year. The total project cost of \$273,100 includes engineering, contingency and construction costs. A motion and second were made by Hicks and Kremeier to recommend the council accept the project plans and specifications for PI 5372, the 2024 seal coat improvements and authorize the advertising of bids and the motion carried.

Ground Storage Reservoir Replacement Project

Tom Welle of Apex Engineering Group explained the city has five existing water storage facilities including ground storage reservoirs (GSR) and elevated tanks. The facilities range in age from 1914 to 2007 for a total water storage of 3.865 MG. The condition of the 1914 water storage facility is a concern and Apex developed a computer system model to evaluate and analyze the existing water system and confirm the status of the 1914 GSR. The goals for a water distribution system are to maintain adequate pressure from 40 to 80 psi under all conditions, provide adequate and efficient flowrates to meet residential, commercial, and industrial customer demands, fire protection to meet ISO requirements and the water quality meets the health standards established by the Minnesota Department of Health. The 40-80 psi was maintained during maximum day demands with and without 1914 GSR in-service. No deficiencies were found for velocity or head loss in pipelines 14" or smaller and one deficiency was discovered in a critical 16" pipeline leaving the city vulnerable if a pipe were to break. The city's existing pumping facilities can meet all pumping conditions for the foreseeable future and their report showed no new storage is needed which will result in a savings of approximately \$2.7 to \$3 million since the 1914 GSR will not be replaced. A new industrial customer with high water use could change this. If the school constructs a new elementary school, the modeling will project the anticipated water usage and pressure needs.

Apex does recommend conducting a thorough evaluation of the water treatment facility as it was not included in their study. The water treatment facility was constructed in 1935 and the last major expansion was completed in 1960. Staff have done a remarkable job of maintaining and extending the life of the equipment and facility. A reduction in storage with the demolition of the 1914 GSR will lead to increased operational hours of the facility during peak demands and the equipment needs to be evaluated. Disinfection requirements and adequate contact time must be confirmed by the Minnesota Department of Health (MDH) before decommissioning and demolition can occur. The next steps would be abandoning and demolition of the 1914 ground storage reservoir pending MDH approval, executing a facility plan for the evaluation of the existing water treatment facility, SCADA upgrades, unidirectional flushing program and combining high pressure zones.

The 1914 GSR must be demolished as it is in poor condition, an eyesore and on the verge of collapse. It cannot be removed completely due to the risk of it being so close to the other ground surface tank and its potential to damage that as well. The top would be removed and the walls taken below grade, top soil added and the surface cleaned up. The funds being requested for the replacement of the ground storage reservoir have been planned for in the city's budget. A motion and second were made by Hicks and Fish to recommend the council accept Interstate Engineering's (Apex) design and construction administration professional services proposal for demolition in the amount of \$125,000 and accept Apex Engineering's professional services proposal for the development of a unidirectional flushing program in the amount of \$10,000.

Minnesota Department of Health Drinking Water Revolving Fund

In 2022 the Environmental Protection Agency announced new rules for cities requiring the removal of service pipes that contain lead and copper as they have been negatively linked to long-term impacts on human health and water quality. The new rule requires communities to identify lead service lines and develop a plan to mitigate the risk of lead service lines until the lines can be replaced. Over 300 homes are be serviced by lead/galvanized service lines throughout the city. Costs associated with the service line replacements will be borne by the property owners and are estimated to be thousands of dollars at each location. The city is seeking authorization to apply for a Minnesota Department of

Health Drinking Water Revolving Fund to help fund the replacement of lead/galvanized water service lines from the private portion of the line (stop box to house). If successful, the funds would be granted to the city and individual homeowners affected by these service lines could apply to the city for reimbursement. A motion and second were made by Rachels and Thompson to recommend the council authorize staff to apply to the Minnesota Department of Health Drinking Water Revolving Fund for funds to replace the lead/galvanized water service lines and the motion carried.

Business Development for Fergus Falls Grant

Business Development for Fergus Falls (BDFE) is the body that administers and maintains the city's loan pools and there has been an increase in project costs related to business development. As of the end of 2023 they have a loan balance of \$1,557,114.09 with \$2,036,667.39 available for project funding. BDFE is seeking authorization to apply for up to \$500,000 in United States Department of Agriculture for a Rural Business Development Grant. The grant funds would be used to contribute to the economic wellbeing of the area, promote growth, expansion, and development of business concerns. A motion and second were made by Hicks and Rachels to recommend the council authorize the application for financial assistance from the USDA's Rural Business Development Grant program to grow the Revolving Loan Funds managed by Business Development for Fergus Falls and the motion carried.

Amendment to Definition of a Hotel

Two developers working on local hotels have requested the city amend City Code 154.002. The code reads a hotel must have a reception desk staffed at all hours. This language is outdated as many hotels offer online keys or apps to enter the rooms. Kremeier expressed safety concerns and wanted documentation that the flour mill developer stated their hotel would be staffed with front desk staff. Other council members commented they find this a common practice in their personal travel experiences and none of them could recollect the developer making such a claim. A motion and second were made by Hicks and Rachels to recommend the council amend City Code 154.002 and hold a first reading of the ordinance on February 20 and the motion carried.

The meeting adjourned at 8:00 am

Lynne Olson

FOR COUNCIL MEETING — FEBRUARY 20, 2024

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

Sign Hanger

JH Signs & Designs

Mobile Food Vendor Permit

Up from the Ashes (dba Bossy Babe's BBQ)

Mechanical

Joe's Heating & A/C

Excavator

Barry Construction

On Sale Full Liquor License

Palmer's Kitchen & Bar



Council Action Recommendation

Page 1 of 1

Meeting Date: Council Meeting 02/20/2024

Subject: Fire Department equipment purchases using Trust Account funds.

Recommendation: Council approval for the Fire Department to purchase an inflatable water/ice rescue boat, fire extinguisher training prop, and wireless in-cab communication headsets using funds from the Fire Department Trust Account.

Background/Key Points: The Fire Department Trust Account group (appointed Council Member, Firefighter Association President, and the Fire Chief) met on Thursday February 8th to discuss equipment purchases using available funds within the Trust Account. Each equipment item was discussed and a quote presented.

The purchase of the inflatable rescue boat enhances the Departments' water/ice rescue abilities as well as fire fighter safety. The extinguisher training prop, which is fueled by propane, is safer to use than the current method of a gas/diesel fuel mixture and is an education tool to be used during community outreach and internal training. The wireless headsets, currently installed in one of our apparatus, have proven to provide better communication during a response and aid in backing the apparatus – allowing direct voice contact between the driver/operator and person spotting.

Budgetary Impact: The total cost for the rescue boat, training prop, and headsets is \$20,838. \$18,493 will come from the Trust Account and the remainder from recent approved donations that were directed to the Fire Department operating budget.

Originating Department: Fire

Respectfully Submitted: Ryan Muchow

Attachments: Trust Account group meeting minutes.

Fergus Falls Fire Department

Trust Fund Meeting, Thursday February 8, 2024 at 16:00, Fire Station

Present: City Council Member Anthony Hicks, Firefighter Association President Tyler Armstrong, and Fire Chief Ryan Muchow

Beginning Trust Fund balance \$53,031.

The Trust Fund was established in 1997 by City Council Resolution and is a place holder for donations made to the Fire Department. The last significant equipment purchase from it was in 2019 when the Fire Department purchased battery powered extrication equipment.

3 equipment purchases were discussed.

- 1) Inflatable Rescue Boat Package. Quote from Alex Fire Apparatus of \$3,195 plus estimated \$150 for shipping. \$1,000 to come from the Trust Fund from a previous donation and \$2,600 from recently approved donations placed in the Fire Department operating budget.
- 2) Fire Extinguisher Training Prop. Quote from Industrial Safety INC, total with shipping estimate of \$6,708. Funds to come from the Trust Fund. This training prop will enhance community training events as well as internal firefighter training.
- 3) Wireless Headsets to outfit Engine 5 and Tower 4 with 4 headsets in each apparatus. Quote from SetCom, total with shipping estimate of \$10,785. Funds to come from the Trust Fund. These headsets are the same as what is in Engine 2 and have proven to be a valuable communication tool during incident responses and for the Driver/Operator operating the truck. These headsets can be transferred to another truck when a truck is replaced.

The total purchase price of the 3 purchases discussed is \$20,838 with \$18,493 coming from the Trust Fund. This will keep an ending balance of \$34,538 in the Trust Fund.

Each person present agreed to move forward with the purchases and the use of Trust Funds for them.

Meeting adjourned at 16:45.

Ryan Muchow



Council Action Recommendation

Page 1 of 1

Meeting Date:

February 14, 2024 – Committee of the Whole

February 20, 2024 – City Council

Subject:

City Project No. 9148 – Delagoon Park Improvements

Recommendation:

- Accept the project plans and specifications
- Authorization to Advertise for Bids

Background/Key Points:

Bolton & Menk, Inc. has substantially completed the project plans and specifications for the DeLagoon Park Improvements project. The project base bid Estimated Probable Construction Cost is \$3,600,000.00 for the campground site and utility improvements. The City must publicly advertise per competitive bidding requirements for the campground and utility improvements. Given the complexity of the project, I am recommending a minimum 21-day publication.

As discussed with the Project Management Team throughout design, Bolton & Menk, Inc. has developed 13 project components to be bid as alternates, providing the City flexibility in selecting the final components of the project to fit within the approved \$5.2 million dollar budget.

The project bid opening is scheduled for March 19, 2024 at 2:00pm. Once final construction costs are known, staff will prepare the final projected budget for a potential contract awarding at the April 1, 2024 City council meeting.

Budgetary Impact:

The local option sales tax to publicly finance the project bonds is the current funding mechanism. The City has the legislative authority for a \$5.2 million dollar improvement project therefore, as mentioned previously the project scope before you will be bid with alternates.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. - City Engineer

Attachments:

City Project Number 9148 – Title Sheet

Bolton & Menk Campground Figure

CITY OF FERGUS FALLS

CONSTRUCTION PLANS FOR

DELAGOON PARK IMPROVEMENTS

FEBRUARY 2024



BUILDING, CAMPGROUND, SITE GRADING, SANITARY SEWER, WATERMAIN, BITUMINOUS PAVEMENT, LIFT STATION, FORCEMAIN

RESOURCE LIST

CITY OF FERGUS FALLS

City Hall
112 W Washington Avenue
Fergus Falls, MN 56537

City Administrator: Andrew Bremseth

Mayor: Ben Schierer

City Council Members:

Jim Fish
Tom Rufer
Scott Kvamme
Brent Thompson
Al Kremerier
Anthony Hicks
Scott Rachels
Laura Job

City Engineer: Brian Yavarow, P.E.

Public Works Director: Len Taylor

Community Development Director:
Klara Beck

Finance Director: Bill Sonmor

LOCAL UTILITIES

OTTER TAIL POWER COMPANY
TEL: 218-739-8877
ADDRESS: 215 S CASCADE ST.
FERGUS FALLS, MN 56537

PARK REGION
TEL: 218-998-2000
ADDRESS: 230 W LINCOLN AVE
FERGUS FALLS, MN 56537

GREAT PLAINS NATURAL GAS COMPANY
TEL: 877-267-4764
ADDRESS: 705 W FIR AVE.
FERGUS FALLS, MN 56537

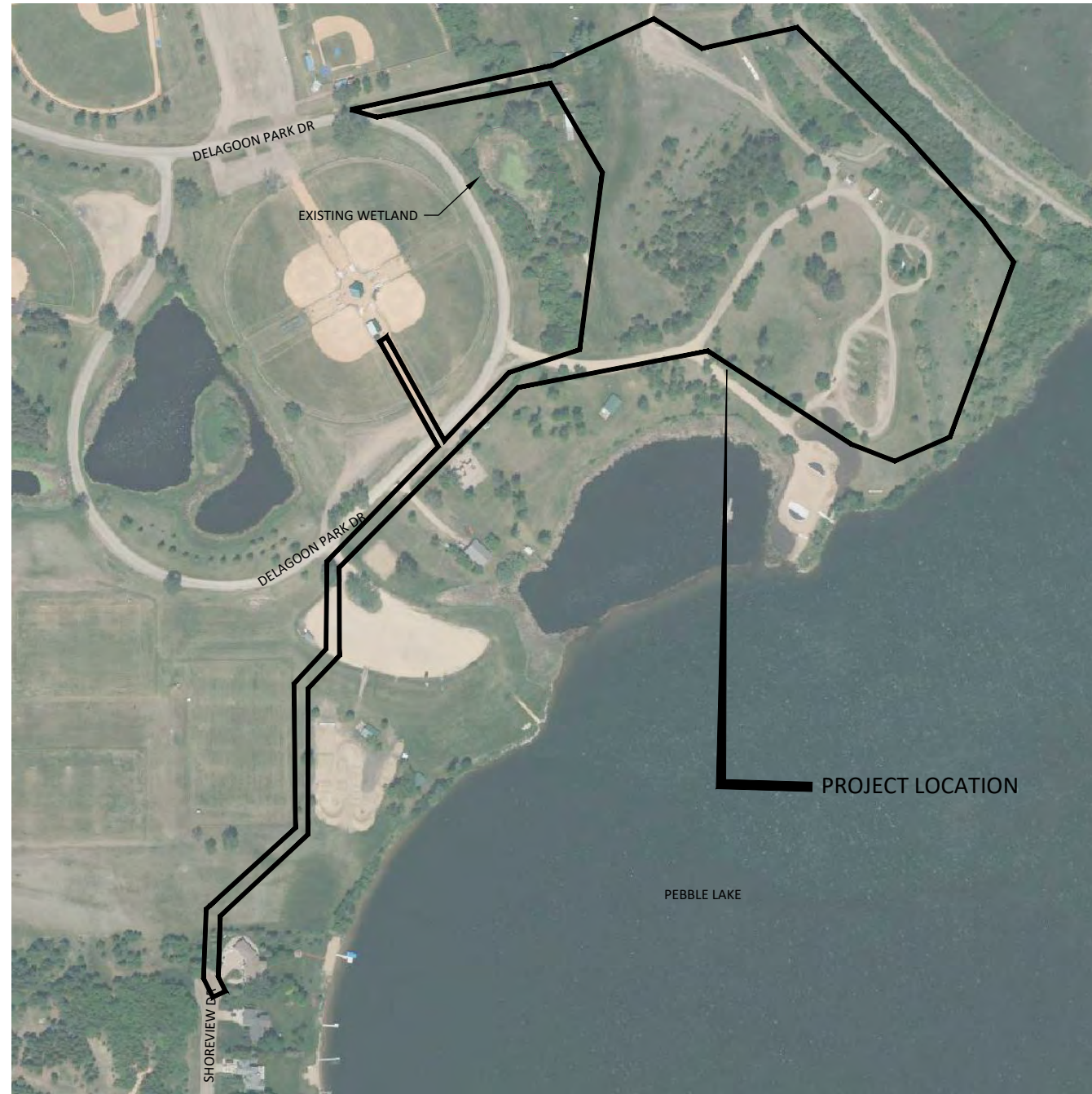
SPECTRUM COMMUNICATIONS
218-821-7672, 833-493-4939

CENTURY LINK
800-778-9140

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 651-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

MAP OF
DELAGOON PARK
OTTER TAIL COUNTY, MN



SHEET NUMBER	SHEET TITLE
GENERAL	
G0.01	TITLE SHEET
G0.02	LEGEND
G1.01	STATEMENT OF ESTIMATED QUANTITIES
G2.01	ALTERNATES LAYOUT
CIVIL	
C0.01 - C0.03	EXISTING CONDITIONS AND REMOVALS
C1.01 - C1.03	TABLES
C1.04 - C1.17	DETAILS
C2.01 - C2.05	SWPPP AND EROSION CONTROL
C3.01 - C3.05	GRADING PLANS
C4.01 - C4.14	SANITARY SEWER AND WATERMAIN
C6.01 - C6.13	SURFACE IMPROVEMENTS
CIVIL STRUCTURAL	
CS1.01-CS1.04	CIVIL STRUCTURAL
ELECTRICAL	
E1.00 - E1.01	ELECTRICAL LEGEND AND DEMOLITION PLAN
E1.10	ELECTRICAL SITE PLAN
E1.20 - E1.21	ELECTRICAL SCHEDULE AND DETAILS
E2.01 - E2.04	LIFT STATION ELECTRICAL

THIS PLAN SET CONTAINS 74 SHEETS.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

KENT M. LOUWAGIE

LIC. NO. 44252 DATE: 02/20/2024

Date 02/20/2024

Approved: Brian Yavarow, P.E.
City of Fergus Falls, City Engineer

MAP LEGEND

— PROJECT LIMITS

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3168 41ST STREET SOUTH, SUITE 2
FARGO, NORTH DAKOTA 58104
Phone: (701) 566-5339
Email: Fargo@bolton-menk.com
www.bolton-menk.com

DESIGNED	NO.	ISSUED FOR	DATE
JJD			
DRAWN			
BRG			
CHECKED			
KML/GJK			
CLIENT PROJ. NO.			

CITY OF FERGUS FALLS, MINNESOTA

DELAGOON PARK IMPROVEMENTS

TITLE SHEET

SHEET

G0.01



INDICATES ADA ACCESSIBLE SITES





Council Action Recommendation

Page 1 of 1

Meeting Date:

February 14, 2024 – Committee of the Whole
February 20, 2024 – City Council

Subject:

City/OTC Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant

Recommendation:

- Resolution of Support for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant application

Background/Key Points:

The City of Fergus Falls in cooperation with Otter Tail County are planning to submit a joint application for the federal Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant.

The first component consists of extending trail connectivity. The Glacial Edge Trail (GET) connects to the Central Lakes State Trail to the southeast but is missing that final link that connects the City of Fergus Falls to the Heart of the Lake Trail. Both the City and County are seeking funds to complete their respective portions. City segment generally from TH 210 to CSAH 1 and OTC's from 245th Street to CSAH 24 at Maplewood State Park.

The other component of the application focuses on the construction of three (3) roundabouts on Fir Avenue (County Highway 1) at the intersections of Tower Road, Union Avenue, and Friberg Avenue. These critical intersections will be more efficient and safer for drivers and pedestrians if constructed.

Budgetary Impact:

General staff time to complete the application. We are seeking funding for the projects with no local match.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow - City Engineer

Attachments:

Project Location Map

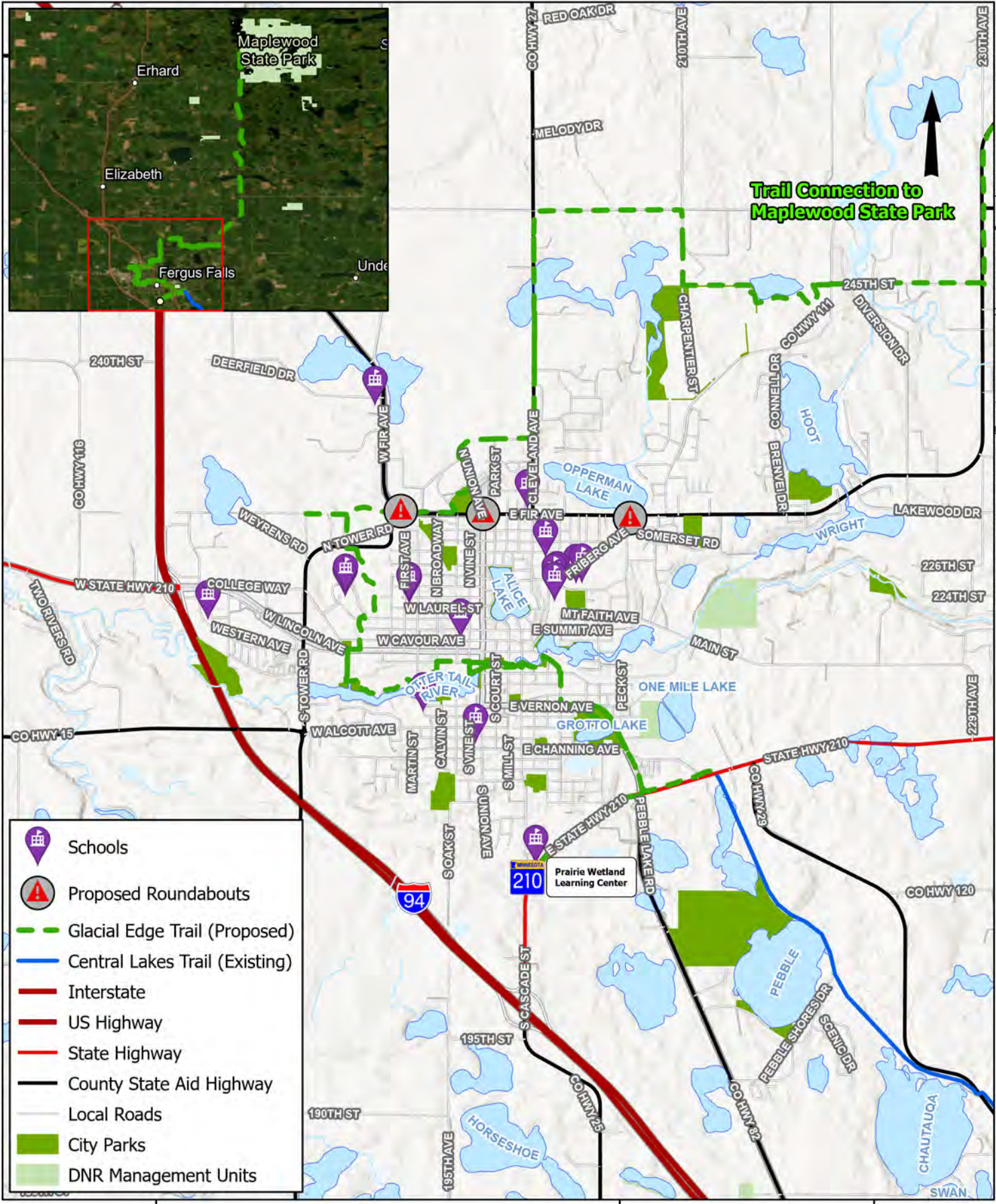
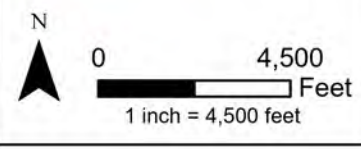


Figure 1 - Project Location Map
Otter Tail County & Fergus Falls Collaboration:
Multi-Modal Mobility, Safety, and
Regional Trail Connectivity





Council Action Recommendation

Page 1 of 1

Meeting Date:

February 14, 2024 – Committee of the Whole
February 20, 2024 – City Council

Subject:

2024 MnDOT Aeronautics Equipment Grant

Recommendation:

- Resolution accepting MnDOT's State Grant offer for Airport tractor

Background/Key Points:

In December, MnDOT Aeronautics announced the FY 2024 Aeronautics Equipment Grant competitive solicitation for equipment used for the maintenance and operations at publicly owned airports. MnDOT Aeronautics had up to \$2 Million available for this fiscal year. Grant applications were due December 31, 2023.

Currently, the FFM Airport uses a John Deere tractor to pull a large bat-wing style mower that mows most of the airport property. This tractor was locally funded therefore, can be used elsewhere in the City's fleet if need be.

I worked with the City's Fleet manager about equipment pricing and applied for a grant to replace this tractor of similar capacity but new. MnDOT sent me the attached grant offer in the amount of \$74,300.00 which is the full requested amount. I acceptable, I must respond to MnDOT by February 29th that we will be accepting.

Budgetary Impact:

No local budgetary impacts.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. - City Engineer

Attachments:

SFY 2024 Grant Offer

January 29, 2024
Brian Yavarow
City Engineer-Fergus Falls

Dear Brian Yavarow,

The Minnesota Department of Transportation Aeronautics Office has completed its review and prioritization of Equipment requests for State Fiscal Year 2024 funding from the recent solicitation period.

I am pleased to inform you that: The **Tractor** request, for an estimated total cost of **\$74,300.00** as identified in your State Fiscal Year (SFY) 2024 Equipment Solicitation Request, has been selected to receive a State Grant Offer. MnDOT will execute a Grant Contract under the following conditions:

- These funds have been identified for the equipment identified in this letter and cannot be applied toward another project or piece of equipment at your airport.
- The funds are available to execute the grant during State Fiscal Year 2024 (July 1, 2023 through June 30, 2024). To improve the use of State Airports funds, **we are requiring a complete grant request by March 31, 2024**. If you are not able to make this March 31st deadline, you must work with your Regional Engineer to schedule a submittal date that works for you. If a grant request cannot be submitted by March 31st, or an extended submittal date cannot be agreed upon, you will forfeit the offer and the funds will go back into the State Airports Funds.
- If you plan to move forward with this equipment acquisition project, the following are required by email for a complete grant request:
 - A Grant Request Letter stating the project/funding requested and on sponsor letterhead.
 - A Cost Split detailing the costs of the project in an Excel File that can be found on the MnDOT Aero website: <http://www.dot.state.mn.us/aero/airportdevelopment/forms.html>
 - A quote for the equipment with a cost breakdown of the equipment including all attachments.
 - If you are trading in equipment previously purchased with a State Grant, please provide us the details of the trade-in.
 - We will reach out if further explanation or documentation is needed.
- Once these documents are received and approved, MnDOT will encumber funds and a grant contract will be sent to you for signature. No reimbursement can be made until a fully executed (signed) Grant Contract has been completed.
- Reminder about equipment grants:
 - Equipment grants will not be amended once the grant has been executed.
 - Add-on warranties are not eligible costs for equipment grants.
 - Administration costs (including consultant services) are not eligible for equipment grants.
 - Equipment purchased with this funding is for airport use only.
 - Maximum of \$200,000 state funds per piece of equipment.

Please communicate with me at your convenience if you wish to proceed with the project, but no later than February 29th, 2024. If you no longer wish to pursue funding for the identified project in State Fiscal Year 2024, please notify me as soon as possible. Below is a summary of the deadlines outlined above:

1. February 29th, 2024 – respond to this letter and communicate intent to pursue this equipment grant.
2. March 31st, 2024 or approved extended submittal date – submit complete grant request documents to Regional Engineer.
3. April 1st, 2024 – selected equipment that have not met deadlines 1 and 2 will forgo the funds back to the State Airport Fund.

Let me know if any questions or concerns.

Sincerely,

Daniel Boerner
dan.boerner@state.mn.us



Council Action Recommendation

Page 1 of 1

Meeting Date:

February 14, 2024 – Committee of the Whole
February 20, 2024 – City Council

Subject:

PI 5372 - 2024 Seal Coat Improvement Project

Recommendation:

- 1) Accept the project plans and specifications for PI No. 5372
- 2) Authorize to advertise for bids

Background/Key Points:

City staff has substantially completed the project plans and specifications for the above-referenced project. Please refer to the project location map for the proposed street locations. The Estimated Probable Construction Cost is \$244,800. Therefore, the City must publicly advertise bids for a minimum of 10-days. If acceptable, I will coordinate the advertisement. The bid opening is tentatively scheduled for Tuesday, February 27th.

If the City receives favorable bid prices, additional street segments will be evaluated and possibly added to the base contract. This work is scheduled to be completed by September 15, 2024.

Budgetary Impact:

The City's 2024 budgeted levy amount is \$173,100 for seal coat applications with an additional \$100,000 will carry over from the 2023 seal coat budget for an estimated total budget of \$273,100. This amount includes general engineering, contingency, and construction costs.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. – City Engineer

Attachments:

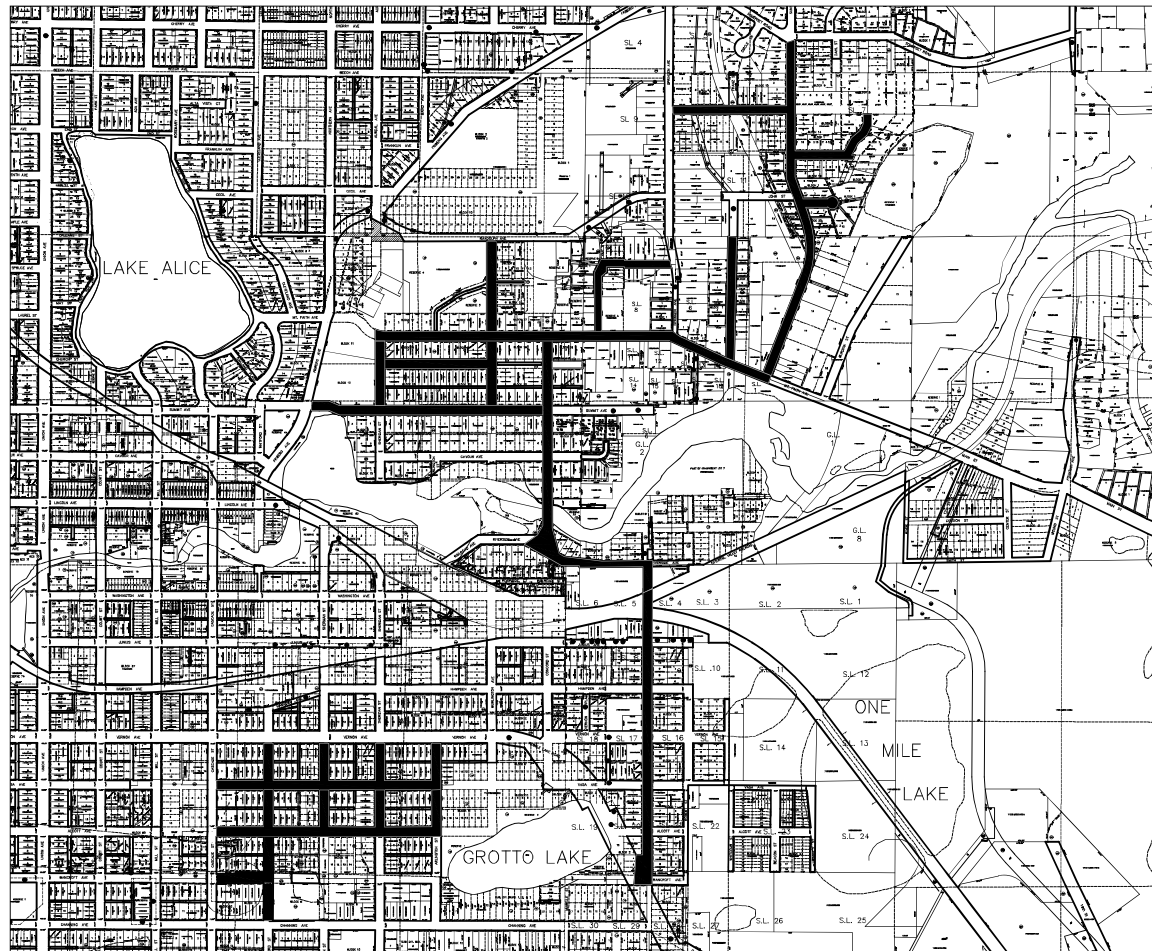
2024 Seal Coat Location Map

CITY OF FERGUS FALLS, MINNESOTA
ENGINEERING DEPARTMENT
CONSTRUCTION PLANS FOR
SEAL COAT, STRIPING & PAVEMENT MARKING
CITY PUBLIC IMPROVEMENT NO. 5372

SPECIFICATIONS REFERENCE

THE 2018 EDITION OF THE MINNESOTA
 DEPARTMENT OF TRANSPORTATION
 "STANDARD SPECIFICATIONS FOR
 CONSTRUCTION" SHALL GOVERN.

CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM)
 STANDARD SPECIFICATION 2018 EDITION, SHALL GOVERN
 THE CONTRACT.



CONVENTIONAL SYMBOLS

- RIGHT OF WAY LINE
- PROPERTY LINE
- VACATED PROPERTY
- RAILROAD
- R.R. RIGHT OF WAY
- POWER POLE
- TELEPHONE POLE
- WATER VALVE BOX
- WIRE FENCE
- HEDGE
- WATER MAIN
- SANITARY SEWER IN PLACE
- STORM SEWER IN PLACE
- TREES
- MANHOLE
- FIRE HYDRANT
- STREET LIGHT
- GAS MAIN
- UNDERGROUND TELEPHONE
- UNDERGROUND POWER
- UNDERGROUND TELEVISION

PROJECT LOCATION
 COUNTY OTTERTAIL
 DISTRICT 4 DETROIT LAKES



SCALES
 (UNLESS OTHERWISE NOTED)

PLAN: 0 10 20 30 HORZ: 0 10 20 30
 PROFILE: 0 5 10 VERT: 0 5 10

INDEX OF SHEETS		
PI. NO.	DESCRIPTION	SHEET
1	TITLE SHEET	1
2-9	SEAL COAT PLAN SHEET	2-9
10-16	STRIPING PLAN SHEETS	10-16

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR
 UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICEN-
 SED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE
 OF MINNESOTA.

DATE _____ 20____ REG. NO. 48363 CITY ENGINEER

COVER SHEET of 16 Sheets



Council Action Recommendation

Page 1 of 1

Meeting Date: 2-14-24

Subject: Drinking Water Revolving Water Fund application

Recommendation: Authorize city staff to apply to the Minnesota Department of Health Drinking Water Revolving Fund (DWRF) for money to fund replacement of lead/galvanized water service lines (private portion of the line—stop box to house).

Background/Key Points: In 2022, the Environmental Protection Agency announced new rules that require the removal of service pipes that contain lead and copper in cities nationwide. Lead pipes, primarily used in infrastructure through the first half of the twentieth century, can have negative long-term impacts on human health and water quality. This new rule requires communities to identify lead service lines and develop a plan to mitigate the risk of using lead service lines until such time the service line can be replaced. An inventory of service lines was submitted to the MDH in January, ahead of the October deadline.

Budgetary Impact: Costs associated with the service line replacement, which will be done by private contractor's, will be into the thousands of dollars at each location. If the city is awarded funds from the DWRF, a property owner will then be able to apply to the city to have the costs of line replacement re-imbursed.

Originating Department: Public Works/Water Treatment Div.

Respectfully Submitted: Len Taylor

Attachments:



Memo

Page 1 of 1

Meeting Date:

February 14, 2024- Committee of the Whole

Subject:

Business Development for Fergus Falls (BDFF) Grant Application to United States Department of Agriculture, Rural Business Development Grant.

Recommendation:

Pass a resolution agreeing to apply for financial assistance through the USDA's Rural Business Development Grant program to grow the revolving loan funds (RLFs) managed by BDFF.

Background/Key Points:

As the body tasked with maintenance and administration of the City of Fergus Falls' loan pools, BDFF has noted an increase in project costs related to business development. In order to best contribute to the economic wellbeing of the area and promote the growth, expansion and development of business concerns, BDFF suggests an application to USDA for up to \$500,000 to seed an RLF program that may offer higher loan amounts with fewer or difference restrictions than existing loan pools.

Budgetary Impact:

Current available BDFF funds may be used as project contributions. As of 12/31/23, BDFF oversees a loan balance of \$1,557,114.09, with \$2,036,667.39 available for project funding.

Originating Department:

Community Development

Respectfully Submitted:

Klara Beck, Community Development Manager

Sample Resolution Authorizing Application

RESOLUTION NO. _____

A resolution of the Fergus Falls City Council agreeing to apply for financial assistance with the United States Department of Agriculture, Rural Development to finance a newly established Business Development for Fergus Falls Revolving Loan Fund. Be it further resolved that the Fergus Falls City Council authorizes the Executive Director of BDFP and the 2024 Chair of BDFP to sign all documents relating to the USDA Rural Development loan and/or grant.

PASSED and APPROVED this _____ day of _____, 20__.

(Mayor/President/Chair)

Attest:

(Clerk/Secretary/Auditor)



Council Action Recommendation

Page 1 of 2

Meeting Date:

February 14, 2024 – Committee of the Whole

February 20, 2024 – City Council

Subject:

PI No. 8232 – 750,000 gallon Ground Storage Reservoir (GSR) Replacement Project

Recommendation:

- Accept Interstate Engineering’s (Apex) design and construction administration professional services proposal for demolition the amount of \$125,000.00
- Accept Apex Engineering’s professional services proposal for the development of a unidirectional flushing program the amount of \$10,000.00

Background/Key Points:

The 750,000 gallon GSR tank was constructed in 1914. A report from 1993 recommended replacement of the GSR in the coming years. The continuous 2018 report recommended the demolition and replacement of this GSR. City staff has maintained this facility in working order but it is at the end of its useful life and other storage facilities have been constructed to maintain fire flow requirements.

Initially, the plan was to follow the report recommendations mentioned above however, it was decided to pursue a holistic approach to this matter based on the following questions:

1. Is a new ground water storage reservoir needed to replace the 750,000-gallon GSR, which is scheduled to be demolished?
2. Can the WTP itself be modified to accommodate storage needs without a new GSR?
3. If needed, should the GSR be built in the same location or moved to a new location to better serve the city’s water demands?

These questions and due diligence are best answered by developing a City wide water distribution digital model. The Council accepted the proposal from Interstate Engineering and their sub-contractor Apex Engineering Group, Inc. (Apex) to evaluate the City’s water distribution system. This model is now completed and calibrated. Representatives from Interstate and Apex Engineering will be in attendance to present a favorable outcome.

Another beneficial aspect by having a water system model is the ability to develop a “unidirectional flushing program”. Although City Public Works conducts system flushing annually, this type of program is designed to enhance maintenance staff’s efforts to improve hydraulic capacity and water quality in the distribution system by removal of accumulations inside the watermain pipe wall in a more effective and efficient manner. I recommend the Council approve this action as well.

Budgetary Impact:

These consultant fees will be funded thru the water enterprise fund.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow - City Engineer

Attachments:

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **City of Fergus Falls** (Owner) and **Interstate Engineering Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **1914 GSR Demolition** (Project). Engineer's services under this Agreement (Services) are generally identified as **See Appendix No.2**.

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.

- 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.

- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within the following specific time period: **See Appendix No. 2**. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of **1.1**.
- E. Basis of Payment
 - 1. Hourly Rates. Owner shall pay Engineer for Services as follows:
 - a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.
 - b. Engineer's Standard Hourly Rates are attached as Appendix 1.
 - c. The total compensation for Services and reimbursement of expenses shall not exceed **\$125,000**.
- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific

purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
 - H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
 - I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
 - J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
 - K. This Agreement is to be governed by the laws of the state in which the Project is located.
 - L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

- 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: Appendix 1, Engineer's Standard Hourly Rates
Appendix 2, Scope of Services

This Agreement's Effective Date is **February 19, 2024**.

Owner:

City of Fergus Falls
(name of organization)

By: _____
(authorized individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

112 W Washington Ave
Fergus Falls, MN 56537

Designated Representative:

Name: Brian Yavarow
(typed or printed)

Title: City Engineer
(typed or printed)

Address:

112 W Washington Ave
Fergus Falls, MN 56537

Phone: 218-332-5413

Email: Brian.yavarow@fergusfallsmn.gov

Engineer:

Interstate Engineering Inc
(name of organization)

By: Alex Schwarzhoff
(authorized individual's signature)

Date: 1-24-2024
(date signed)

Name: Alex Schwarzhoff
(typed or printed)

Title: Office Manager
(typed or printed)

Address for giving notices:

116 E Washington Ave
Fergus Falls, MN 56537

Designated Representative:

Name: Alex Schwarzhoff
(typed or printed)

Title: Office Manager
(typed or printed)

Address:

116 E Washington Ave
Fergus Falls, MN 56537

Phone: 218-739-5545

Email: Alex.schwarzhoff@interstateeng.com

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **2-5-2024**.

ENGINEER'S STANDARD HOURLY RATES

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraph 4.01 and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

Billing Class	Rate
Engineer VII	\$ 220 /hour
Engineer II	\$ 145 /hour
Surveyor VII	\$ 195 /hour
Surveyor I	\$ 105 /hour
Technician III	\$ 115 /hour
Technician II	\$ 100 /hour



Water | Transportation | Municipal | Facilities

Scope of Services

1914 Ground Storage Reservoir Decommissioning and Demolition Fergus Falls, MN

Interstate Engineering, Inc.

January 25th, 2024

Task No.	Description
1	Project Management
2	Technical Memorandum for GSR Decommissioning and Demolition
3	Preliminary and Final Design
4	Bidding
5	Construction Administration

Project Background

On June 22nd, 2022, the City of Fergus Falls retained the services of Interstate Engineering (Interstate) and their sub-consultant, Apex Engineering Group, Inc. (Apex), to evaluate the City's water distribution system and water storage facilities. Previous studies had concluded that the existing 1914 Ground Storage Reservoir (GSR), located just Northeast of the Water Treatment Facility (WTF), should be removed, and replaced. Initially, the plan was to follow those recommendations, but it was decided to take a step back and determine whether a new GSR was truly needed and whether it should be replaced at the current site or moved to a more optimum location.



On September 6th, 2023, a final report titled, “**Water Distribution System and Storage Assessment**” was completed and submitted to City Staff by Interstate Engineering and Apex Engineering Group. The study recommended that the 1914 Ground Storage Reservoir be decommissioned and demolished, and furthermore, no new storage facilities be constructed at this time unless a new, large water user, dictate the need for a significant water supply in the future. An evaluation of disinfection requirements and adequate contact time (CT) were also provided as part of this report.

The following scope of services is for engineering and surveying services related to the decommissioning and demolition of the existing 1914 Ground Storage Reservoir.

Task No. 1.0 – Project Management

Objective:

To conduct the management of engineers and technicians from Apex Engineering Group, Inc. (Apex) through all phases of the project, including quality assurance/quality control and to provide a designated point of contact for Interstate Engineering and the City of Fergus Falls.

Activities:

1. Review and execute sub-contract between Apex and Interstate Engineering.
2. Oversee Apex Engineers and Technicians assigned to the project.
3. Conduct project kickoff meeting between City Staff, Interstate and Apex Personnel.
4. Hold project update meetings, as deemed necessary.
5. Provide project coordination with Interstate Engineering and the City of Fergus Falls.
6. Provide monthly project progress reports via email.
7. Provide quality assurance and quality control.

City of Fergus Falls Responsibilities:

- ✓ Execute contract between City of Fergus Falls and Interstate Engineering.
- ✓ Provide requested facility information in a timely manner.
- ✓ Attend project update meetings.

Interstate Engineering Responsibilities:

- ✓ Execute contract between City of Fergus Falls and Interstate Engineering.
- ✓ Execute sub-contract between Interstate Engineering and Apex.
- ✓ Provide requested information in a timely manner.
- ✓ Attend project update meetings.

Apex Responsibilities and Deliverables:

- ✓ Review and execute sub-contract with Interstate Engineering.
- ✓ Gather, organize, review and return (if applicable) any necessary information.
- ✓ Schedule and attend project update meetings.
- ✓ Communicate with Interstate and City of Fergus Falls on project updates and schedule.

Task No. 2.0 – Technical Memorandum for GSR Decommissioning and Demolition

Objective:

To develop a **Technical Memorandum (TM)** summarizing the planning, analysis, design, coordination, and communication necessary for decommissioning and demolition of the existing 1914 Ground Storage Reservoir (GSR).

Activities:

1. Review sections 8.0 – Water System Analysis and 9.0 – Recommended Improvements, from the September 6th, 2023 report (**Water Distribution and Storage Assessment**) with City Staff as it relates to the decommissioning and demolition of the existing 1914 GSR.
2. Collect and analyze any new water system data or water facility information from City Staff that may be pertinent to the subject TM.
3. Development of technical memorandum document.
4. Meet, review, and confirm with Minnesota Department of Health (MDH) Personnel that disinfection requirements and adequate contact time (CT) are met with 1914 GSR out of service. Assumes one (1) in-person and one (1) virtual meeting with MDH.
5. Develop strategies for meeting CT requirements with 1.5MG reservoir out of service.

City of Fergus Falls Responsibilities:

- ✓ Provide requested facility information in a timely manner.
- ✓ Provide Water Treatment Facility (WTF) data as requested.
- ✓ Meet with Interstate, Apex, and MDH Personnel as needed.

Interstate Engineering Responsibilities:

- ✓ Assist in gathering data and provide requested information in a timely manner.
- ✓ Meet with City Staff, Apex, and MDH Personnel as needed.

Apex Responsibilities and Deliverables:

- ✓ Develop “draft” Technical Memorandum for review by City Personnel
- ✓ Incorporate comments to “draft” Technical Memorandum as needed.
- ✓ Develop “final” Technical Memorandum.
- ✓ Obtain conceptual approval of TM and plan from MDH Personnel

Task No. 3.0 – Preliminary and Final Design

Objective:

Prepare Contract Documents (plans and specifications) for decommissioning and demolition of 1914 Ground Storage Reservoir (GSR). Provide 30% and 100% contract documents for milestone review.

Activities:

1. Call for locates and conduct GSR site survey.
2. Review existing plans, specifications, and reports for GSR and underground utilities.
3. Review all site constraints and constructability issues.
4. Lead preparation of 30% plans, specifications, and construction cost estimate.
5. Conduct 30% review meeting with City, Interstate, and Apex.
6. Lead preparation of 100% plans, specifications, and construction cost estimate.
7. Conduct 100% review meeting with City, Interstate, and Apex.
8. Submit final design documents to Minnesota Department of Health (MDH) for approval.

City of Fergus Falls Responsibilities:

- ✓ Provide access to infrastructure as needed.
- ✓ Attend scheduled meetings.
- ✓ Review milestone contract documents (30%, and 100%) and provide comments.

Interstate Engineering Responsibilities:

- ✓ Conduct site survey.
- ✓ Confirm size, dimensions, and configuration of both Ground Storage Reservoirs (1914 and 1952 GSRs).
- ✓ Review structural design of 1914 reservoir.
- ✓ Develop demolition plans and specifications for 1914 reservoir.

Apex Responsibilities and Deliverables:

- ✓ Review site constraints and constructability issues with City Personnel.
- ✓ Lead preparation of 30%, and 100% plans and specifications. Submit electronic copies to the City of Fergus Falls for review and comment.
- ✓ Provide City with electronic copies and (2) two hard copies of final plans and specifications.
- ✓ Provide MDH with final plans and specifications for approval.

Task No. 4.0 – Bidding

Objective:

Advertise, answer questions during bidding, conduct a pre-bid conference, open bids, and recommend award of decommissioning and demolition of 1914 Ground Storage Reservoir (GSR).

Activities:

1. Prepare Advertisement for Construction Bids.
2. Work with the City Staff regarding advertising the Bid.
3. Post plans online to prospective Bidders.
4. Document and answer contractor questions during bidding.
5. Issue Addenda, as appropriate, to clarify Contract Documents.
6. Conduct a pre-bid conference for the project.
7. Attend bid opening and assist City Staff in review of the Bids.
8. Prepare tabulation of Bids and make recommendation regarding Award.
9. Prepare Notice of Award and Construction Contracts. Distribute to Contractor.

City of Fergus Falls Responsibilities:

- ✓ Attend pre-bid conference, as needed.
- ✓ Make facilities available to prospective Bidders for tours and inspections.
- ✓ Attend Bid Opening.
- ✓ Review of contractor's bids by City Attorney, if necessary.

Interstate Engineering Responsibilities:

- ✓ Placement of Advertisement for Bids in appropriate publications.
- ✓ Answer questions during bidding as formulated by Project Manager.
- ✓ Provide coordination with Apex during bidding process.

Apex Responsibilities and Deliverables:

- ✓ Develop pre-bid meeting agenda.
- ✓ Provide electronic copy of Bidding Documents for download by prospective Bidders.
- ✓ Provide electronic copy of Bidding Documents for local Builder's Exchanges.
- ✓ Provide any 'hard copy' Bidding Documents to prospective Bidders, as needed.
- ✓ Answer and document contractor questions during bidding.
- ✓ Develop bid tabulation for bid opening.
- ✓ Complete bid tabulation with contractors' bids.
- ✓ Provide recommendation of award letter to city.

Task No. 5.0 – Construction Administration

Objective:

Administer construction engineering services for decommissioning and demolition of the existing 1914 Ground Storage Reservoir.

Activities:

1. Execute Agreement, Notice of Award, and Notice to Proceed documents.
2. Progress meetings as needed.
3. Resident project representation, as deemed necessary.
4. Process pay applications.
5. Punch list development.
6. Substantial and final completion.

City of Fergus Falls Responsibilities:

- ✓ Attend progress meetings as needed.
- ✓ Execute contract, notice of award, and notice to proceed in a timely manner.
- ✓ Approve pay applications in a timely manner.
- ✓ Attend punch list inspections.

Interstate Engineering Responsibilities:

- ✓ Resident project representation as deemed necessary.
- ✓ Assist with punch list development.
- ✓ Assist with development of substantial and final completion documents.

Apex Responsibilities and Deliverables:

- ✓ Develop Agreement, Notice of Award, and Notice to Proceed documents.
- ✓ Conduct bi-weekly progress meetings as needed.
- ✓ Approve pay applications.
- ✓ Develop punch list for submittal to contractor.
- ✓ Develop substantial and final completion documents.
- ✓ Final set of record drawings.

Project Schedule

<u>Task/Activity</u>	<u>Start Date (Week of)</u>
- IE/Apex Proposal to City of Fergus Falls	January 31 st , 2024
- Execute Agreement with City for Engineering Services	February 19 th , 2024
- Apex Executes Sub Agreement with IE for Engineering Services	February 19 th , 2024
- Meet with MDH to Discuss TM and Project Details	Feb 26 th , 2024
- Present TM for GSR Decommissioning and Demo. to City Staff	March 25 th , 2024
- Meeting for Review of 100% Plans and Specs with City Staff	April 8 th , 2024
- Submit 100% Plans and Specs to MDH	April 15 th , 2024
- Advertise of Bids	April 22 nd , 2024
- Open Bids	May 13 th , 2024
- Execute Contracts and Begin Construction	May 20 th , 2024
- Final Completion and Project Closeout	Oct 7 th , 2024

Apex Engineering Group and Interstate Engineering

Work Plan - Tasks, Hours, and Fees

Fergus Falls, MN

Decommissioning and Demolition of 1914 Ground Storage Reservoir

Task	Principal	Senior Engineer	Graduate Engineer	Senior Engineering Technician	Operations Specialist	Support Staff	Structural Engineer	Staff Engineer	Senior Surveyor	Surveyor I	Project Technician	Staff Technician	Apex Total	IE Total	Apex and IE Total
2024 Hourly Rates	\$226	\$208	\$137	\$149	\$185	\$105	\$220	\$145	\$195	\$105	\$115	\$100			
Task 1: Project Management															
Project kick-off meeting with City Staff	4	4			4		4	4					\$ 2,476	\$ 1,460	\$ 3,936
Project management and communications		6			6								\$ 2,358	\$ -	\$ 2,358
Monthly progress reports		4	4										\$ 1,380	\$ -	\$ 1,380
Progress meetings with City Staff	2	8	8		10	0	8	8	0	0	0	0	\$ 3,212	\$ 2,920	\$ 6,132
Task Subtotal	6	22	12	0	10	0	12	12	0	0	0	0	\$ 9,426	\$ 4,380	\$ 13,806
Task 2: Technical Memorandum for Decom. and Demo of 1914 GSR															
Review of Sections 8.0 and 9.0 from previous study with City Staff		2			2		4	2					\$ 786	\$ 1,170	\$ 1,956
Collect, review and analyze and new water system data	1	2			2								\$ 1,012	\$ -	\$ 1,012
Confirm size, dimensions, and configuration of 1914 and 1952 GSRs								8		8			\$ -	\$ 2,000	\$ 2,000
Structural review of 1914 GSR							12	10					\$ -	\$ 4,090	\$ 4,090
Develop strategies for CT without 1914 GSR in service	4	12			20								\$ 7,100	\$ -	\$ 7,100
Development of draft TM for decom., demo, disinfection, and contact time (CT)	4	20	8		12		8	8					\$ 8,380	\$ 2,920	\$ 11,300
Meet, review and confirm TM with MDH	8	8			8		4						\$ 4,952	\$ 880	\$ 5,832
Task Subtotal	17	44	8	0	44	0	28	28	0	8	0	0	\$ 22,230	\$ 11,060	\$ 33,290
Task 3: Preliminary and Final Design															
Review of existing documents for GSR and underground utilities		2	4	4			2	4					\$ 1,560	\$ 1,020	\$ 2,580
Review site constraints		2	2					2					\$ 690	\$ 290	\$ 980
Preparation of 30% plans, specs and cost estimate		8	16	12									\$ 5,644	\$ -	\$ 5,644
Conduct 30% review meeting with Interstate and City Staff	2	4	4										\$ 1,832	\$ -	\$ 1,832
Preparation of 100% plans, specs and cost estimate		16	24	20									\$ 9,596	\$ -	\$ 9,596
Conduct 100% review meeting with Interstate and City Staff	2	4	4										\$ 1,832	\$ -	\$ 1,832
Submit final plans and specs to MDH for approval		4	4										\$ 1,380	\$ -	\$ 1,380
Development of structural plans and specifications for demo of 1914 GSR							16	56				32	\$ -	\$ 14,840	\$ 14,840
Topographic survey of GSR site									2	20			\$ -	\$ 2,490	\$ 2,490
Task Subtotal	4	40	58	36	0	0	18	62	2	20	0	32	\$ 22,534	\$ 18,640	\$ 41,174
Task 4: Bidding															
Prepare advertisement for bid		2	1			2							\$ 763	\$ -	\$ 763
Post plans and specs for bid		2	2			2							\$ 900	\$ -	\$ 900
Document and answer bidders questions		10	6				4	8					\$ 2,902	\$ 2,040	\$ 4,942
Issue addenda, as appropriate, to clarify bid documents		4	4			2	1	2				2	\$ 1,590	\$ 710	\$ 2,300
Attend bid opening and assist City Staff		3					1	1					\$ 624	\$ 365	\$ 989
Prepare bid tabulation and recommend award		4	2			1							\$ 1,211	\$ -	\$ 1,211
Prepare notice of award and contracts		2	1			1							\$ 658	\$ -	\$ 658
Task Subtotal	0	27	16	0	0	8	6	11	0	0	0	2	\$ 8,648	\$ 3,115	\$ 11,763
Task 5: Construction Administration															
Execute agreement		4				2							\$ 1,042	\$ -	\$ 1,042
Conduct progress meetings as needed		12	4					16					\$ 3,044	\$ 2,320	\$ 5,364
Resident Project Representative - Interstate							2	8			40		\$ -	\$ 6,200	\$ 6,200
Resident Project Representative - Apex		6	6										\$ 2,070	\$ -	\$ 2,070
Process pay requests		8	12			4							\$ 3,728	\$ -	\$ 3,728
Develop project punch list		8	8								4		\$ 2,760	\$ 460	\$ 3,220
Substantial and final completion		4	4										\$ 1,380	\$ -	\$ 1,380
Task Subtotal	0	42	34	0	0	6	2	24	0	0	44	0	\$ 14,024	\$ 8,980	\$ 23,004
Task 6: PFA Application and Funding															
Complete PFA Application for Ground Storage Reservoir				Not Used on This Project											
Review PFA Application with City Staff															
Task Subtotal	0	0	0	0	0	0	0	0	0	0	0	0			
Apex Project Subtotals															
Total Hours	27	175	128	36	54	14	66	137	2	28	44	34	\$ 76,862	\$ 46,175	\$123,037
Reimbursable Expenses:													\$ 1,588	\$ 375.20	\$ 1,963
Total Project Cost													\$ 78,450	\$ 46,550	\$125,000

ORDINANCE NO. 52, EIGHTH SERIES

**AN ORDINANCE OF THE CITY OF FERGUS FALLS, MINNESOTA, ADDING
CHAPTER 91.53, TEMPORARY GOAT GRAZING FOR VEGETATION
MANAGEMENT, TO THE CITY CODE.**

THE CITY OF FERGUS FALLS DOES ORDAIN:

Section 1. Chapter 91.53 entitled Temporary Goat Grazing for Vegetation Management is hereby added as follows:

- A. ***Purpose and need for policy.*** The purpose of this policy is to allow prescribed grazing of approved grazing animals on certain property in the City of Fergus Falls for a specific period and for the express purpose of controlling invasive, noxious, or unwanted vegetation. Invasive species and/or noxious vegetation pose a significant environmental risk to the environment. Prescribed grazing is intended to provide an alternative to the use of chemicals to control undesired vegetation, as well as an alternative to other land management techniques like mowing, brush cutting and prescribed burning. It is also intended to provide an alternative means to control undesirable vegetation on steep slopes or other challenging terrain where it is difficult for humans to access. Prescribed grazing is not intended to allow the raising or keeping of goats as pets or livestock on property where it is not currently allowed under zoning requirements.
- B. ***Policy.*** Property owners intending to use prescribed grazing must have a property that meets all criteria laid out within this policy. Property owners must hire a contractor who has received a prescribed grazing permit from the Public Works Director. Contractors must obtain an annual permit prior to working in the city, meet all city requirements and agree to follow all guidelines laid out within the policy. The specific policy requirements are as follows:
1. Goats are the only animals approved for prescribed grazing.
 2. Significant invasive, noxious, or unwanted vegetation must exist on the site and removal of it will clearly benefit the property receiving the prescribed grazing.
 3. Prescribed grazing is allowed in any zoning district.
 4. Grazing services will be provided by a permitted contractor. Contractors must obtain an annual permit from the Public Works Director and must provide all requested documentation. Permits may be revoked if contractors do not follow ordinance and policy requirements, or if repeat issues arise regarding grazing activities causing public nuisances or other unwanted situations. The contractor will need to specifically provide the following information within the city's permit form and adhere to the following contractor guidelines:

- (a) No permit shall be granted, nor be effective, until the applicant files with the Public Works Director proof of a public liability insurance policy covering all operations of such applicant under this section for the maximum liability amounts pursuant to Minnesota Statute 466.04. The policy shall provide that it may not be cancelled by the insurer except after ten (10) calendar days written notice to the Public Works Director, and if such insurance is so cancelled and the permittee fails to replace the same with another policy conforming to the provisions of this section, the permit shall be automatically suspended until such insurance is provided.
 - (b) No permit shall be granted, nor be effective, until the applicant files with the Public Works Director acceptable evidence of compliance with the worker's compensation insurance coverage requirements by providing the name of the insurance company, the policy number, and date of coverage, if applicable.
 - (c) All contractors permitted under the provisions of this section must abide by all ANSI (American National Standards Institute) and OSHA (Occupational Safety and Health Administration) regulations while operating as a business within the city limits.
 - (d) Upon issue, the applicant must be able to produce their permit upon request when operating within the city limits.
 - (e) Applicant must have staff available to respond to any emergency complaints or concerns at all times of day or night. Applicant will furnish emergency contact information when applying for a permit.
 - (f) All contractors must notify the Public Works Director at least ten (10) business or calendar days in advance of any prescribed grazing projects that are to occur within the city limits.
5. Prescribed grazing will be allowed on a parcel or lot that is one-half (1/2) acre or greater in size. Prescribed grazing will also be allowed on more than one (1) parcel or lot provided that the grazing areas on each parcel or lot are contiguous and aggregate of one-half (1/2) acre or more in size. All property owners in the grazing area must grant permission to the contractor.
 6. Prescribed grazing cannot occur on a parcel or lot more than two (2) times in a given calendar year. Each grazing event must be thirty (30) consecutive days or less in duration from the time the goats arrive to the time the goats are removed from the site. Grazing events must be separated by at least thirty (30) calendar days.
 7. Goat herd size cannot exceed two (2) goats per every one-tenth (1/10) acre of enclosed grazing area.

8. If exceptions to the standard grazing duration, stocking rates or fencing requirements are desired, the permitted contractor must submit a written request to the Public Works Director. Factors, such as proximity to adjacent properties, will be assessed when evaluating extension requests. Extensions will be approved or denied in writing by the Public Works Director or their designee.
9. Prescribed grazing must occur in an area that is properly enclosed through temporary or permanent fencing. Fencing must be designed to prevent escape by goats and prevent access by other animals and cannot be constructed of barbed wire and follow all requirements outlined below.
 - (a) Energized fence is allowed, but if used within thirty (30) feet of an adjacent property boundary, it must be a part of a double fence system where the outer line of fencing is non-energized and separated from the inner line of energized fence by at least three (3) feet or written approval must be obtained from the adjacent property owner. This protects the public from encountering the energized fence. The fence must be powered by a low impedance energizer.
 - (i) Low impedance energizers use a short duration pulse that minimizes risk to people. The Public Works Director reserves the right to require that the prescribed grazing contractor install a double fence system in any situation if determined that a single energized fence line would present a significant risk to the public.
 - (b) Energized fencing must be clearly identified with warning signs no more than ten (10) feet apart and signed on every enclosure boundary. Energized fence must be installed by the prescribed grazing contractor. Temporary fencing must be removed within seven (7) calendar days of the date the goats are removed from the project site. Permanent fencing must follow all other applicable city ordinances.
 - (c) The fence, including the wires, shall not exceed the height limitations in City Code Section 154.086.
10. Where the project area is visible to the public, a sign must notify the public that prescribed grazing is occurring and list twenty-four (24) hour contact information for any emergency situations that may arise, such as a goat outside the fenced enclosure. The sign must follow ordinance requirements for the appropriate zoning district as described beginning in City Code Section 154.170.
11. Shelters, if provided, must follow all city structure and setback requirements.
12. Only females, neutered male goats or unneutered male goats less than six months old that accompany female goats are allowed.
13. Grazing areas must be monitored to prevent overgrazing, erosion and damage to natural resources, including but not limited to:

- (a) Complying with requirements and best management practices established by Minnesota Department of Agriculture, the Minnesota Department of Natural Resources, Natural Resources Conservation Service, the local watershed district, and all other pertinent agencies.
- (b) Preventing impairment of water quality as defined by the Federal Clean Water Act.
- (c) Avoiding adversely impacting threatened or endangered plant or animal species.

C. Procedure.

1. Contractors wishing to provide prescribed grazing services within city limits must obtain a permit application from the Public Works Director. Contractors must submit their permit request together with the required consents or notices in Section C.2 below, and insurance documentation, at least fifteen (15) business days in advance of any work proposed within city limits.
2. The permit application shall include written consents to the prescribed grazing of goats including how many goats will be used for this purpose on the subject property from all abutting property owners, or shall provide proof of the certified mailing of a notice to all abutting property owner(s) which advises the abutting property owner(s) the applicant is applying for a permit from the Public Works Director to allow prescribed grazing of goats on their premises and advising how many goats will be used for this purpose. The abutting property owner may object to the applicants permit application, any objection must be received by the Public Works Director within fourteen (14) days of the mailing date of the notice, and failure to provide written objections to the Public Works Director within ten (10) days of the mailing of the notice may authorize the Public Works Director to issue a permit to allow prescribed grazing of goats on the applicant's property.
3. The Public Works Director will review permit requests and respond within ten (10) business days. A written permit will be issued if the request is approved. The contractor cannot start work until the permit has been received.
4. If a permit is issued, it will be valid for the remainder of the year assuming the contractor follows all requirements. Permits are issued for each specific project.
5. Contractor will inform the Public Works Director or their designee of planned project locations at least ten (10) business days prior to arriving to start work.
6. Contractor will notify the Public Works Director or their designee on the day that goats arrive on any project site within city limits.

7. If policy requirements or other city ordinances are not followed, contractor permits can be revoked by the Public Works Director or their designee or the City Administrator. Violations of policy may include but are not limited to:
- (a) Providing any false or inaccurate information on permit application.
 - (b) Failure to notify the Public Works Director of impending projects in a timely fashion.
 - (c) Failure to respond in a timely fashion to or failing to correct issues or concerns raised by the Public Works Director or residents.
 - (d) Failure to prevent grazing services from resulting in a public nuisance, including repeated issues with animals escaping from fenced areas.
 - (e) Failure to maintain appropriate insurance coverage throughout the duration of the permit.
 - (f) Failure to adhere to parcel size, stocking rate, stocking duration or fencing requirements.

D. **Authority.** Administrative implementation of state statutes, city ordinances and city policies.

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

The following summary is approved by the City council and shall be published in lieu of publishing the entire ordinance pursuant to Minnesota Statutes Section 412.191:

PUBLIC NOTICE

WHEREAS, Chapter 51.93, Temporary Goat Grazing for Vegetation Management, has been added to the Fergus Falls City Code by Ordinance No. 52, Eighth Series, which ordinance has been duly adopted by the City Council; and,

WHEREAS, Said ordinance is lengthy and the Council has therefore determined that, pursuant to City Charter Section 4.04, Subd. 2, publication of the title and summary of said ordinance would clearly inform the public of the intent and effect of the ordinance; and,

WHEREAS, The Council, by at least four-fifths of its members, has directed that only the title of the ordinance and a summary be published and that printed copies of the ordinance be

available for inspection by any person during regular office hours at the office of the City Administrator and also at the public library where the entire text of said ordinance is posted.

NOTICE IS HEREBY GIVEN, that the title of Ordinance No. 52, Eighth Series, is as follows:

**AN ORDINANCE OF THE CITY OF FERGUS FALLS, MINNESOTA,
ADDING CHAPTER 91.53, TEMPORARY GOAT GRAZING FOR
VEGETATION MANAGEMENT, TO THE CITY CODE.**

NOTICE IS FURTHER GIVEN, that a summary of Ordinance No. 52, Eighth Series, is as follows:

Section 1 provides:

- A. Purpose and need for policy.
- B. Policy.
- C. Procedure.
- D. Authority.

Section 2 provides for the effective date.

NOTICE IS FURTHER GIVEN, that the Council has approved the text of the foregoing summary and determines that it clearly informs the public of the intent and effect of the ordinance.

THIS ORDINANCE was introduced on the _____ day of _____, 2024, and adopted by the City Council of the City of Fergus Falls, Minnesota, on the _____ day of _____, 2024, by the following vote:

AYES:

NAYS:

ATTEST:

APPROVED:

City Administrator

Mayor

Published in the Fergus Falls Daily Journal on _____.

ORDINANCE NO. 53, EIGHTH SERIES

**AN ORDINANCE OF THE CITY OF FERGUS
FALLS, MINNESOTA, DELETING CITY CODE
CHAPTER 151.002 ENTITLED TREES IN STREETS
AND AMENDING CITY CODE CHAPTER 96
ENTITLED TREES.**

THE CITY OF FERGUS FALLS DOES ORDAIN:

Section 1. City Code Chapter 151.002, Trees in Streets, is hereby deleted in its entirety.

Section 2. City Code Chapter 96 is hereby amended to read as follows:

CHAPTER 96: TREES

Section

Tree Management

- 96.01 Declaration of policy
- 96.02 Designated enforcement officer
- 96.03 Trees constituting nuisance
- 96.04 Inspection and investigation
- 96.05 Entry on private premises
- 96.06 Abatement of nuisance
- 96.07 Removal of infected trees and wood
- 96.08 Trees in right of ways
- 96.09 Interference prohibited

TREE DISEASES

§96.01 DECLARATION OF POLICY.

The City Council determines that the health of the elm, oak and ash trees within the city is threatened by fatal disease known as Dutch Elm, Oak Wilt and Emerald Ash bore diseases, and other trees may be threatened by other epidemic diseases of shade trees. The City Council further determines that the loss of elm, oak and other trees growing upon public and private property would substantially depreciate the value of property within the city and impair the safety, good order, general welfare and convenience of the public. It is declared to be the intention of the City Council to control and prevent the spread of those diseases and this subchapter is enacted for that purpose.

§96.02 DESIGNATED ENFORCEMENT OFFICER.

It shall be the duty of the officer designated by the City Council to coordinate, under the direction and control of the City Council, all activities of the city relating to the control and prevention of Dutch Elm disease, Oak Wilt disease, Emerald Ash bore and other epidemic diseases of shade trees. The officer shall recommend to the City Council the details of a program for the control of diseases, and perform the duties incident to a program adopted by the City Council.

§96.03 TREES CONSTITUTING NUISANCE.

The following are public nuisances whenever they may be found within the city:

(A) Any living or standing elm tree or part thereof infected to any degree with the Dutch Elm disease fungus *Ceratocystis Ulmi* (Buisman) Moreau or which harbors any of the elm bark beetles *Scolytus Multistriatus* (Eichh.) or *Hylungopinus Rufipes* (Marsh);

(B) Any dead elm tree or part thereof, including branches, stumps, firewood or other elm material from which the bark has not been removed and burned or sprayed with an effective elm bark beetle insecticide;

(C) Any living or standing oak tree or part thereof infected to any degree with the Oak Wilt fungus *Ceratocystis fagacearum*;

(D) Any living or standing ash tree or part thereof infected to any degree with Emerald Ash bore, *Agrilus planipennis*, must be disposed of in accordance with Department of Natural Resources' procedures;

(E) Any dead oak tree or part thereof which, in the opinion of the designated officer, constitutes a hazard, including, but not limited to, logs, branches, stumps, roots, firewood or other oak material which has not been stripped of its bark and burned or sprayed with an effective fungicide; and,

(F) Any other shade tree with an epidemic disease.

§96.04 INSPECTION AND INVESTIGATION.

(A) As often as practical, the designated officer shall inspect all public and private premises within the city which might harbor any plant pest, as defined in state statutes as they may be amended from time to time, to determine whether any condition described in 96.03 of this Chapter exists thereon.

(B) The designated officer shall investigate all reported incidents of infestation of Dutch Elm fungus, Emerald Ash bore, elm bark beetles, Oak Wilt fungus or any other epidemic disease of shade trees.

§96.05 ENTRY ON PRIVATE PREMISES.

The designated officer or his or her duly authorized agents may enter upon private premises at any reasonable time for the purpose of carrying out any of the duties assigned under this subchapter.

§96.06 ABATEMENT OF NUISANCE.

It is unlawful for any person to permit any public nuisance, as defined in 96.03 of this chapter, to remain on any premises the person owns or controls within the city. The nuisances may be abated in the manner prescribed by this subchapter. In abating a nuisance defined in 96.03 of this chapter, the designated officer shall cause the infected tree or wood to be sprayed, removed, burned or otherwise effectively treated so as to destroy and prevent as fully as possible the spread of epidemic diseases such as Dutch Elm disease, Emerald Ash bore and Oak Wilt disease. The designated officer shall also take other steps as are necessary to prevent root graft transmission of the diseases. The abatement procedures shall be carried out in accordance with current technical and expert opinions and plans as may be designated by the state's Department of Natural Resources.

§96.07 REMOVAL OF INFECTED TREES AND WOOD.

(A) *Action by the designated officer.* Whenever the designated officer finds, with reasonable certainty, that the infestation defined in 96.03 of this chapter exists in any trees or wood in any public or private place in the city, the designated officer shall, in writing, notify the owner of the existence of a nuisance, which notice shall state the owner has 60 days to abate the nuisance and avoid city action. However, the owner must respond to the notice within 14 days of receipt of the notice to what will be the disposition of the nuisance. If, within the 60 day period, the property owner has not abated the nuisance, the designated officer shall take action to remove and dispose of the nuisance at the owner's expense. (See division (C) below.)

(B) *Record.* The designated officer shall keep a record of the costs of abatement done under this chapter and shall report to the appropriate officer all work done for which assessments are to be made, stating and certifying the description of the land, lots, parcels involved and the amount chargeable to each.

(C) *Assessment.* On or before September 1 of each year, the City Administrator shall list the total unpaid charges for each abatement against each separate lot or parcel to which they are attributable under this subchapter. The City Council may then spread the charges or any portion

thereof against the property involved as a special assessment under M.S. §429.101, as it may be amended from time to time, and other pertinent statutes for certification to the County Auditor and collection the following year along with the current taxes.

§96.08 TREES IN RIGHT OF WAYS.

(A) *City to control trees.* The city shall have control and supervision over all shrubs and trees upon or overhanging all streets or other public property. The supervision of all trees and shrubs may include ordering trimming or removal.

(B) *Permission to plant, remove and trim trees.* No person shall trim, cut or remove any of any tree which is under the supervision of the city without first procuring written permission from the city to do so, nor shall the authority conferred by written permission be exceeded. No person shall plant a tree or trees in a right of way or upon other public property under the supervision of the city without first procuring permission from the City Forester.

§96.09 INTERFERENCE PROHIBITED.

It is unlawful for any person to prevent, delay or interfere with the designated officer or his or her agents while they are engaged in the performance of duties imposed by this subchapter. However, it is a defense to prosecution under this subchapter that the interference alleged consisted of constitutionally protected speech only.

Section 3. Effective date. The effective date of this ordinance shall be the _____ day of _____, 2024.

Section 4. 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 Administrator, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance.

Ordinance No. 53, Eighth Series, adopted by the Fergus Falls City Council on the _____ day of _____, 2024, deletes City Code Chapter 151.002 entitled Trees in Streets and amends City Code Chapter 96 entitled Trees.

THIS ORDINANCE was introduced on the _____ day of _____, 2024, and adopted by the City Council of the City of Fergus Falls, Minnesota, on the _____ day of _____, 2024, by the following vote:

AYES:

NAYS:

ATTEST:

APPROVED:

City Administrator

Mayor

Published in the Fergus Falls Daily Journal on _____.

barb/acityoffergusfalls/ords/8thseries/Ord53

§ 151.002 TREES IN STREETS. **RIGHT OF WAYS**

(A) ~~City to control trees and grass plats.~~ The city shall have control and supervision over all shrubs and trees upon, or overhanging all streets or other public property., **the supervision of all trees and shrubs may include ordering trimming or removal.** ~~and all grass plats upon streets or other public property.~~

(B) ~~Permit~~ **Permission** to plant, remove and trim trees. No person shall trim, cut or remove any part of any tree which is under the supervision of the city without first procuring from the city ~~a permit in writing~~ **written permission** to do so, nor shall the authority conferred by ~~a permit~~ **written permission** be exceeded. No person shall plant a tree or trees in a ~~street~~ **Right of Way** or upon other public property under the supervision of the city without first procuring **permission from the City Forester.** ~~from the city a permit in writing to do so, nor shall the authority conferred thereby be exceeded.~~

~~(C) Authority of City Administrator to issue permits.~~

~~(1) Any person desiring a permit as herein required shall make application therefor to the City Administrator, upon a form supplied by the city. Forthwith, upon receipt of any application, the City Administrator shall refer the same to the City Engineer, or some other suitable and competent person, for investigation. The application shall state with reasonable particularity the purpose therefor and the intent of the applicant.~~

~~(2) Upon completion of his or her investigation, the City Engineer, or other designated person, shall return the application after having indicated thereon his or her approval or disapproval thereof, whereupon the City Administrator shall issue or deny the permit indicating with reasonable certainty the extent of the authority thereby conferred.~~

(2002 Code, § 5.05) (Ord. 76, Third Series, effective 1-10-1983) Penalty, see § [151.999](#)

TAKE 151.002 A and B be incorporated into Chapter 96 and 96.08. Move Interference prohibited to 96.09

CHAPTER 96: TREES

Section

~~Tree Diseases~~ **Management**

- [96.01](#) Declaration of policy
- [96.02](#) Designated enforcement officer
- [96.03](#) Trees constituting nuisance
- [96.04](#) Inspection and investigation
- [96.05](#) Entry on private premises
- [96.06](#) Abatement of nuisance
- [96.07](#) Removal of infected trees and wood
- [96.08](#) Interference prohibited

TREE DISEASES

§ 96.01 DECLARATION OF POLICY.

The City Council determines that the health of the elm, oak and ash trees within the city is threatened by fatal diseases known as Dutch Elm, Oak Wilt and Emerald Ash bore diseases, and other trees may be threatened by other epidemic diseases of shade trees. The City Council further determines that the loss of elm, oak and other trees growing upon public and private property would substantially depreciate the value of property within the city and impair the safety, good order, general welfare and convenience of the public. It is declared to be the intention of the City

Council to control and prevent the spread of those diseases and this subchapter is enacted for that purpose.

(2002 Code, § 6.71) (Ord. 110, Sixth Series, effective 7-4-2009)

§ 96.02 DESIGNATED ENFORCEMENT OFFICER.

It shall be the duty of the officer designated by the City Council to coordinate, under the direction and control of the City Council, all activities of the city relating to the control and prevention of Dutch Elm disease, Oak Wilt disease, Emerald Ash bore and other epidemic diseases of shade trees. The officer shall recommend to the City Council the details of a program for the control of diseases, and perform the duties incident to a program adopted by the City Council.

(2002 Code, § 6.71) (Ord. 110, Sixth Series, effective 7-4-2009)

§ 96.03 TREES CONSTITUTING NUISANCE.

The following are public nuisances whenever they may be found within the city:

(A) Any living or standing elm tree or part thereof infected to any degree with the Dutch Elm disease fungus *Ceratocystis Ulmi* (Buisman) Moreau or which harbors any of the elm bark beetles *Scolytus Multistriatus* (Eichh.) or *Hylurgopinus Rufipes* (Marsh);

(B) Any dead elm tree or part thereof, including branches, stumps, firewood or other elm material from which the bark has not been removed and burned or sprayed with an effective elm bark beetle insecticide;

(C) Any living or standing oak tree or part thereof infected to any degree with the Oak Wilt fungus *Ceratocystis fagacearum*;

(D) Any living or standing ash tree or part thereof infected to any degree with Emerald Ash bore, *Agrilus planipennis*, must be disposed of in accordance with Department of Natural Resources' procedures;

(E) Any dead oak tree or part thereof which, in the opinion of the designated officer, constitutes a hazard, including, but not limited to, logs, branches, stumps, roots, firewood or other oak material which has not been stripped of its bark and burned or sprayed with an effective fungicide; and

(F) Any other shade tree with an epidemic disease.

(2002 Code, § 6.71) (Ord. 110, Sixth Series, effective 7-4-2009) Penalty, see § [10.99](#)

§ 96.04 INSPECTION AND INVESTIGATION.

(A) As often as practical, the designated officer shall inspect all public and private premises within the city which might harbor any plant pest, as defined in state statutes as they may be amended from time to time, to determine whether any condition described in § [96.03](#) of this chapter exists thereon.

(B) The designated officer shall investigate all reported incidents of infestation of Dutch Elm fungus, Emerald Ash bore, elm bark beetles, Oak Wilt fungus or any other epidemic disease of shade trees.

(2002 Code, § 6.71) (Ord. 110, Sixth Series, effective 7-4-2009)

§ 96.05 ENTRY ON PRIVATE PREMISES.

The designated officer or his or her duly authorized agents may enter upon private premises at any reasonable time for the purpose of carrying out any of the duties assigned under this subchapter.

(2002 Code, § 6.71) (Ord. 110, Sixth Series, effective 7-4-2009)

Cross-reference:

Enforcement, see § [10.20](#)

§ 96.06 ABATEMENT OF NUISANCE.

It is unlawful for any person to permit any public nuisance, as defined in § [96.03](#) of this chapter, to remain on any premises the person owns or controls within the city. The nuisances may be abated in the manner prescribed by this subchapter. In abating a nuisance defined in § [96.03](#) of this chapter, the designated officer shall cause the infected tree or wood to be sprayed, removed, burned or otherwise effectively treated so as to destroy and prevent as fully as possible the spread of epidemic diseases such as Dutch Elm disease, Emerald Ash bore and Oak Wilt disease. The designated officer shall also take other steps as are necessary to prevent root graft transmission of the diseases. The abatement procedures shall be carried out in accordance with current technical and expert opinions and plans as may be designated by the state's Department of Natural Resources.

(2002 Code, § 6.71) (Ord. 110, Sixth Series, effective 7-4-2009) Penalty, see § [10.99](#)

§ 96.07 REMOVAL OF INFECTED TREES AND WOOD.

(A) *Action by the designated officer.* Whenever the designated officer finds, with reasonable certainty, that the infestation defined in § [96.03](#) of this chapter exists in any trees or wood in any public or private place in the city, the designated officer shall, in writing, notify the owner of the existence of a nuisance, which notice shall state that the owner has 60 days to abate the nuisance and avoid city action. However, the owner must respond to the notice within 14 days of receipt of the notice to what will be the disposition of the nuisance. If, within the 60-day period, the property owner has not abated the nuisance, the designated officer shall take action to remove and dispose of the nuisance at the owners expense. (See division (C) below.)

(B) *Record.* The designated officer shall keep a record of the costs of abatement done under this chapter and shall report to the appropriate officer all work done for which assessments are to be made, stating and certifying the description of the land, lots, parcels involved and the amount chargeable to each.

(C) *Assessment.* On or before September 1 of each year, the City Administrator shall list the total unpaid charges for each abatement against each separate lot or parcel to which they are attributable under this subchapter. The City Council may then spread the charges or any portion thereof against the property involved as a special assessment under M.S. § 429.101, as it may be amended from time to time, and other pertinent statutes for certification to the County Auditor and collection the following year along with the current taxes.

(2002 Code, § 6.71) (Ord. 110, Sixth Series, effective 7-4-2009)

INSERT 96.08 AS 151.002 A and B LANGUAGE

§ 96.08 ~~96.09~~ INTERFERENCE PROHIBITED.

It is unlawful for any person to prevent, delay or interfere with the designated officer or his or her agents while they are engaged in the performance of duties imposed by this subchapter. However, it is a defense to prosecution under this subchapter that the interference alleged consisted of constitutionally protected speech only.

(2002 Code, § 6.71) (Ord. 110, Sixth Series, effective 7-4-2009) Penalty, see § [10.99](#)

ORDINANCE NO. 54, EIGHTH SERIES

**AN ORDINANCE OF THE CITY OF FERGUS
FALLS, MINNESOTA, AMENDING CITY CODE
CHAPTER 154.002, DEFINITION OF HOTELS.**

THE CITY OF FERGUS FALLS DOES ORDAIN:

Section 1. Amendment. The Fergus Falls City Code Chapter 154.002, Definitions, Hotel, is hereby amended to read as follows:

HOTEL. Any building or portion thereof where sleeping accommodations are offered to the public for compensation on a transient basis in six or more rooms licensed under Minnesota Statutes Chapter 157. "Transient" shall mean the hotel is not the sole residence of the guest(s) and occupancy shall be limited to less than three hundred sixty-five (365) consecutive days. Hotels must conduct regular housekeeping services of guest rooms. A hotel may also include "extended stay" guest rooms which must contain a complete kitchen equipped with a full-sized refrigerator, built-in cooking facilities, microwave, sink, cooking utensils, dishes and cutlery. Hotels are therefore distinct from apartment buildings, boarding houses, or lodging houses as defined in this Chapter.

Section 2. 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.

**AN ORDINANCE OF THE CITY OF FERGUS
FALLS, MINNESOTA, AMENDING CITY CODE
CHAPTER 154.002, DEFINITION OF HOTELS.**

Section 3. Effective date. The effective date of this ordinance shall be the _____ day of _____, 2024.

THIS ORDINANCE was introduced on the _____ day of _____ 2024, and adopted by the City Council of the City of Fergus Falls, Minnesota, on the _____ day of _____, 2024, by the following vote:

AYES:

NAYS:

ATTEST:

APPROVED:

City Administrator

Mayor

Published in the Fergus Falls Daily Journal on _____.

barb/acityoffergusfalls/ords/8thseries/Ord54

RESOLUTION ALLOWING CLAIMS & ORDERING PAYMENT THEREOF

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

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

General

AT&T MOBILITY	CELL PHONE DATA	89.50
AT&T MOBILITY	DATA PLANS/FIRE CHIEF	49.78
AT&T MOBILITY	DATA PLANS/PREVENTION CHIEF	44.75
AT&T MOBILITY	DATA PLANS/TRAINING CHIEF	44.75
ADMINISTRATOR'S CONTINGENCY FD	FEBRUARY SCBA LENS INSERT	70.00
ADMINISTRATOR'S CONTINGENCY FD	JANUARY JURY DUTY MILEAGE	.54
ADMINISTRATOR'S CONTINGENCY FD	JANUARY REPLACE PAYROLL CHECK	75.93
ADMINISTRATOR'S CONTINGENCY FD	2023 2ND HALF SERVICE AWARD	100.00
ALPHA TRAINING & TACTICS LLC	DELANEY VEST PLATE	302.96
AL'S REFRIGERATION, INC.	JANUARY ICE MACHINE REPAIRS	228.00
AMERICAN LEGAL PUBLISHING CORP	03/03/24-03/03/25 INTERNET REN	550.00
AMERICAN LEGAL PUBLISHING CORP	2024 S-3 SUPPLEMENT PAGES	2,965.00
ARAMARK UNIFORM SERVICES	JANUARY LINEN SUPPLY	948.41
ARAMARK	FEBRUARY LINEN SUPPLY	37.91
AMERITAS	FEB DENTAL INSURANCE	4,002.35
SEAN ANDERSON	CLEANING JAN 29-FEB 5	448.50
BAKER TILLY MUNICIPAL	ARBITRAGE COMPLIANCE RPT-FINAL	1,500.00
BIG AXX LLC	FEBRUARY BLADES SHARPENED	66.00
BIG AXX LLC	FEBRUARY FREIGHT	15.00
CHARTER COMMUNICATIONS	FEBRUARY CABLE	44.88
CHARTER COMMUNICATIONS	02/13-03/12/24 INTERNET	129.99
CHARTER COMMUNICATIONS	02/13-03/12/24 IP ADDRESS	19.99
COATINGS UNLIMITED LLC	JANUARY GARAGE FLOOR	24,480.00
COMMISSIONER OF REVENUE	2024 JANUARY SALES TAX	53,946.00
COMPASS MINERALS AMERICA INC	JAN ROAD SALT	17,654.51
COOPERS TECHNOLOGY GROUP	FEB CALCULATOR/ORGANIZER	91.50
COOPERS TECHNOLOGY GROUP	FEB MONTHLY WALL CALENDAR	15.74
COOPERS TECHNOLOGY GROUP	FEB PEN REFILLS,CALC RIBBONS	49.14
COOPERS TECHNOLOGY GROUP	FEB PENS	13.62
COOPERS TECHNOLOGY GROUP	FEBRUARY ENVELOPE MOISTENER	8.56
COOPERS TECHNOLOGY GROUP	PUBLIC WORKS OFFICE CHAIR	449.00

General

COSSETTE ELECTRIC LLC	FEB WIRED NEW AIR COMPRESSOR	112.01
DACOTAH PAPER CO	FEBRUARY CAN LINERS	90.64
EMPLOYEES INSURANCE TRUST FUND	FEB LIFE INSURANCE	3,124.61
EMPLOYEES INSURANCE TRUST FUND	FEBRUARY HEALTH INSURANCE	102,368.79
EQUIPMENT FUND	JAN FUEL CHARGES #3002	80.80
EQUIPMENT FUND	JAN FUEL CHARGES #3006	138.09
EQUIPMENT FUND	JAN FUEL CHARGES #3022	106.17
EQUIPMENT FUND	JAN FUEL CHARGES #3040	67.43
EQUIPMENT FUND	JAN FUEL CHARGES #3042	38.46
4M FUND	JAN 2024 SERVICE CHARGE	55.88
FARGO GLASS & PAINT CO INC	JANUARY IXIO SENSOR	399.00
FASTENAL COMPANY	FEB PARK SAFETY VENDING	29.62
FASTENAL COMPANY	FEB S/S HARDWARE ORDER (ARENA)	27.93
FASTENAL COMPANY	FEB SIGN NUTS AND BOLTS	45.59
FASTENAL COMPANY	FEB STREET SAFETY VENDING	29.62
FERGUS FALLS CONVENTION &	DEC 2023 LODGING TAX	9,595.85
FERGUS FALLS CONVENTION &	DEC 2023 LODGING TAX ADMIN	287.88-
FERGUS HOME & HARDWARE	FEB ANTI-FOG GEL SPRAY (PARK)	9.99
FIRE MARSHALS ASSOC OF MN	2024 MEMBERSHIP DUES	80.00
GALLS LLC	DELANEY UNIFORM PURCHASE	404.51
GALLS LLC	HABERER UNIFROM PURCHASE	60.10
GENERAL FUND	JANUARY LONG DISTANCE CHARGES	33.32-
GOODIN COMPANY	JANUARY BEMIS ELG CLOSET SEAT	29.48
GOODIN COMPANY	JANUARY CLOSET SPUD, O'RING	31.40
GOODIN COMPANY	JANUARY TOP SPUD EL	107.40
GOODIN COMPANY	REPLACEMENT TOOL J.SCHUETZLE	211.68
GRAND FORKS FIRE EQUIPMENT LLC	JAN HELMETS/ARMSTRONG&LEHMANN	646.57
GREAT PLAINS FIRE	JANUARY WHITE STRUCTURE HOSE	230.63
GREAT PLAINS NATURAL GAS CO	JANUARY NATURAL GAS EXPENSE	2,450.06
HIGH POINT NETWORKS LLC	AZURE ACTIVE DIRECTORY PREMIUM	1,008.00
HIGH POINT NETWORKS LLC	HPN MONTHLY M365/GSUITE BACKUP	315.00
HIGH POINT NETWORKS LLC	OFFICE 365 G3 GCC	2,576.00
HIGH POINT NETWORKS LLC	PROJECT PLAN 3 FOR GCC	30.00
HIGH POINT NETWORKS LLC	VISIO PLAN 2 FOR GCC	45.00
HOME DEPOT CREDIT SERVICES	FEB QUIKRETE FOR IMPOUND GATE	97.60
HOME DEPOT CREDIT SERVICES	FEB STRIPPER BLADES, FITTING,	32.45
HOME DEPOT CREDIT SERVICES	FEB TRASH CAN, CABINET SCREWS	49.45
HOME DEPOT CREDIT SERVICES	FEBRUARY SCREWS, TANK BOLT	20.19
HOME DEPOT CREDIT SERVICES	JAN BASE MOULDING, WHITE CASING	65.06
HOME DEPOT CREDIT SERVICES	JAN CITY HALL MATERIALS MARCIA	113.80
HOME DEPOT CREDIT SERVICES	JAN RETURN WAX RING, SUPPLY LIN	27.32-
HOME DEPOT CREDIT SERVICES	JAN SINK TRAP, SUPPLY LINE, BOLT	53.90
HOME DEPOT CREDIT SERVICES	JAN SUPPLY LINE, COMPOUND, PASTE	41.81

General

HOME DEPOT CREDIT SERVICES	JANUARY KWIK SEAL,STEEL WOOL	15.73
HOME DEPOT CREDIT SERVICES	JANUARY MIP PLUG BRASS	5.18
HOME DEPOT CREDIT SERVICES	JANUARY PAINT	68.94
HOME DEPOT CREDIT SERVICES	JANUARY SHEET METAL SCREW	2.76
HOME DEPOT CREDIT SERVICES	PAINT, PUBLIC WORKS OFFICE	36.92
ISD #544	SEPT-DEC '23 ARENA ELECTRICITY	14,274.17
ISD #544	SEPT-DEC '23 ARENA NATURAL GAS	6,923.63
KNUTSON LAWN SERVICE	SNOW REMOVAL 1219 N OAK	198.00
KNUTSON LAWN SERVICE	SNOW REMOVAL 1400 S CASCADE	129.50
LAKE COUNTRY GRAPHICS, INC.	FEBRUARY STATION DUTY HATS	310.20
LAKE COUNTRY GRAPHICS, INC.	JANUARY EXPLORER GROUP UNIFORM	257.49
LAKE REGION ELECTRIC COOP	JAN/SNOW REMOVAL/EQUIP BLDG	167.12
LAKE REGION ELECTRIC COOP	JANUARY ELECTRICITY EXPENSE	2,297.62
DANIEL F E LIPSON	2024 FIRE EXPLORER POST REGIST	424.00
LOCATORS & SUPPLIES INC	FEB KINCO LEATHER PALM GLOVES	35.98
MARCO TECHNOLOGIES LLC	01/27-02/27/24 COPIER RENT	784.47
MILLERBERND MANUFACTURING CO.	FEB 30' LIGHT POLES FROM CLAIM	4,776.00
MN STATE COMMUNITY & TECH COLL	FEBRUARY MAHNOMEN FIRE SCHOOL	300.00
TONY NEVILLE	JANUARY PROFESSIONAL SERVICES	1,300.00
NEW HORIZONS ENERGY	JANUARY PROPANE/MAIN TERMINAL	3,681.78
NEW HORIZONS ENERGY	JANUARY PROPANE/SRE BUILDING	1,929.04
NYCKLEMOE & ELLIG, P.A.	FEBRUARY PROSECUTING SERVICES	9,758.33
OFFICE OF MNIT SERVICES	JANUARY INTERNET USAGE	338.62
OTIS ELEVATOR COMPANY	MAINT SERVICE 2/1/24-1/31/25	960.00
OTTER TAIL POWER COMPANY	JANUARY ELECTRICITY EXPENSE	2,257.89
OTTER TAIL POWER COMPANY	2024 SCHEDULE INSERTS	764.75
OTTER TAIL TELCOM	FEB. ADDITIONAL LISTING ENGR.	10.00
OTTER TAIL TELCOM	FEB. TELEPHONE LINES	2,998.53
OTTER TAIL TELCOM	FEBRUARY TELEPHONE EXPENSE	911.31
OTTER TAIL TELCOM	JAN. LONG DISTANCE	7.78
PERRIN MOBILE MEDICAL SERVICES	JANUARY RANDOM DRUG SCREEN	270.00
POLICE DEPT PETTY CASH	ESTEP TRAVEL MEAL	14.81
PRINCIPAL CUSTODY SOLUTIONS	PURCHASE OF INVEST/JAN	1,441,770.08
PRINCIPAL CUSTODY SOLUTIONS	PURCHASE OF INVEST/83162CV83	140,000.00-
PRINCIPAL CUSTODY SOLUTIONS	PURCHASE OF INVEST/91282CJR3	436,179.09-
PRINCIPAL CUSTODY SOLUTIONS	PURCHASE OF INVEST/91282CJW2	144,705.95-
PRINCIPAL CUSTODY SOLUTIONS	4TH QTR SERVICE FEE	3,184.78
SIGELMAN STEEL & SALVAGE CO	FEB .75"X11 STEEL PARK&REC SIN	37.00
SIGTRONICS CORPORATION	FEB R3 COMMUNICATIONS HEADSETS	1,452.76
SKY CREW SERVICES, LLC	MARCH MANAGEMENT FEES	3,500.00
SPECIALTY SOLUTIONS LLC	AUGUST PROF LANDSCAPE MIX	563.72
SPECIALTY SOLUTIONS LLC	ECHO THAW-50 LB BAGS	2,214.16
SPEE*DEE DELIVERY SERVICE INC	JANUARY FREIGHT	56.85

General

STENERSON BROTHERS LUMBER CO	FEB STEEL DOOR,STUDS,SCREWS,	756.92
SUMMIT COMPANIES	MONITORING 02/01-04/30/24	110.00
SUNSET LAW ENFORCEMENT LLC	223 AND 9 MM AMMO	4,571.00
USABLE LIFE	FEB LIFE INSURANCE	81.40
VERIZON WIRELESS	CELL/AIR CARDS JAN 2-FEB 1	1,077.70
WEX	JAN FLEX/HSA PART FEE	154.55
WORKFORCE DEVELOPMENT SOLUTION	JANUARY NEW MEMBER ACADEMY	2,250.00
	F U N D T O T A L	1,030,220.79

P.A. General

ATLAS OUTDOOR SERVICES LLC	FEBRUARY/CBHH SNOW/LAWN CARE	1,000.00
EMPLOYEES INSURANCE TRUST FUND	FEB LIFE INSURANCE	8.11
EMPLOYEES INSURANCE TRUST FUND	FEBRUARY HEALTH INSURANCE	1,167.98
FERGUS HOME & HARDWARE	WASHING MACHINE SERVICE CALL	69.99
GENERAL FUND	JANUARY LONG DISTANCE CHARGES	9.05
MARCO TECHNOLOGIES LLC	01/27-02/27/24 COPIER RENT	73.91
MN DEPT OF LABOR & INDUSTRY	BOILER INSPECTIONS CBHH	30.00
OTTER TAIL TELCOM	FEB. TELEPHONE LINES	8.51
PA BONDS 2020A DEMO	02-24 D.S. PA BONDS 2020A	47,803.32
PA BONDS 2020B RLF	02-24 D.S. PA BONDS 2020B	17,484.42
SUMMIT COMPANIES	MONTHLY MONITORING -FEB	34.00
UGSTAD PLUMBING INC	ANNUAL RPZ VALVE TESTING -CBHH	430.00
UGSTAD PLUMBING INC	BOILER RM CHECK FOR CO LINK	180.00
UGSTAD PLUMBING INC	BOILER/GEN CK 01/19/24	90.00
UGSTAD PLUMBING INC	MONTHLY MAINT -PLBG & HTG JAN	90.00
UGSTAD PLUMBING INC	REPLACED FAUCET SENSOR RM 173	682.01
WEX	JAN FLEX/HSA PART FEE	3.30
	F U N D T O T A L	69,164.60

American Rescue Plan Act Fund

BIGWOOD EVENT CENTER FUND	BIGWOOD CENTER TECH UPGRADE	83,712.80
	F U N D T O T A L	83,712.80

Public Library

ARAMARK UNIFORM SERVICES	JANUARY LINEN SUPPLY	46.02
EMPLOYEES INSURANCE TRUST FUND	FEB LIFE INSURANCE	54.42
EMPLOYEES INSURANCE TRUST FUND	FEBRUARY HEALTH INSURANCE	6,454.38
GREAT PLAINS NATURAL GAS CO	JANUARY NATURAL GAS EXPENSE	71.05
MIDWEST TAPE EXCHANGE	DVD LOWE COLLECTION	83.95
OTTER TAIL TELCOM	FEB. LIBRARY FAX LINE	35.51
OTTER TAIL TELCOM	FEB. TELEPHONE LINES	102.08
OTTER TAIL TELCOM	FEBRUARY TELEPHONE EXPENSE	204.38
US BANK EQUIPMENT FINANCE	01/20-02/20-24 COPIER RENT	614.40
US BANK EQUIPMENT FINANCE	10/20/23-01/20/24 COPIER OVERA	22.78
WEX	JAN FLEX/HSA PART FEE	15.26
	F U N D T O T A L	7,704.23

Bigwood Event Center

ADMINISTRATOR'S CONTINGENCY FD	JANUARY BEVERAGES	46.37
ADMINISTRATOR'S CONTINGENCY FD	JANUARY FOOD	1.00
ADMINISTRATOR'S CONTINGENCY FD	JANUARY OPERTING SUPPLIES	6.77
ARAMARK	FEBRUARY LINEN SUPPLY	329.51
BEVERAGE WHOLESALERS INC	FEBRUARY BEVERAGES	215.10
BIGWOOD EVENT CENTER FUND	BIGWOOD CENTER TECH UPGRADE	83,712.80-
CARDCONNECT	JAN CREDIT CARD FEES	255.01
COMMISSIONER OF REVENUE	2024 JANUARY SALES TAX	125.82
D-S BEVERAGES, INC.	FEBRUARY BEVERAGES	275.50
EMPLOYEES INSURANCE TRUST FUND	FEB LIFE INSURANCE	7.44
EMPLOYEES INSURANCE TRUST FUND	FEBRUARY HEALTH INSURANCE	862.45
MARCO TECHNOLOGIES LLC	01/29-02/29/24 COPIER RENT	126.20
OTTER TAIL TELCOM	FEB. INTERNET ACCESS BW	91.64
OTTER TAIL TELCOM	FEB. TELEPHONE LINES	204.92
PRECISION CATERING MINNESOTA	02/03/2024 BEVERAGES	4,402.20
PRECISION CATERING MINNESOTA	02/03/2024 BEVERAGES-BAR SVC	150.00
PRECISION CATERING MINNESOTA	02/03/2024 FOOD	6,426.00
PRECISION CATERING MINNESOTA	02/03/2024 LESS 15% BEVERAGES	574.20-
PRECISION CATERING MINNESOTA	02/03/2024 LESS 15% FOOD	803.25-
RISE VISION	2024 PLAYER APP FOR FIRE TV'S	630.00
STEVENS COUNTY TIMES	FEB BRIDAL GUIDE MAGAZINE	275.00
WEX	JAN FLEX/HSA PART FEE	3.02
	F U N D T O T A L	70,656.30-

P.I.R. Bond and Interest 2019B

P.I.R. BOND & INTEREST 2019	2024 DEBT SERVICE TRANSFER	58,125.00-
	F U N D T O T A L	58,125.00-

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

G.O. Port Authority Bonds, Series 2020A-DEED Demo

PA BONDS 2020A DEMO	02-24 D.S. PA BONDS 2020A	47,803.32-
	F U N D T O T A L	47,803.32-

G.O. Port Authority Bonds, Series 2020B-DEED RLF

PA BONDS 2020B RLF	02-24 D.S. PA BONDS 2020B	17,484.42-
	F U N D T O T A L	17,484.42-

Capital Improvement

BOLTON & MENK INC	FERGUS FALLS DELAGOON PARK IMP	33,217.50
BRAUN INTERTEC CORPORATION	PROF SERV TRHOUGH 1/26/2024	2,987.30
CENTRAL SPECIALTIES, INC.	PAY APP NO 8-FINAL RETAINAGE	10,889.45
DAILY JOURNAL	2024 CHIP SEAL COAT&PVMT MARKI	654.59
JLG ARCHITECTS	FERGUS FALLS AQUATIC CENTER	6,953.68
RMB ENVIRONMENTAL LABORATORIES	FRIBERG AVE ANALYSIS	54.45
RMB ENVIRONMENTAL LABORATORIES	FRIBERG AVE TESTING	27.23
RMB ENVIRONMENTAL LABORATORIES	FRIBERG WATER MAIN-TESTING	27.23
	F U N D T O T A L	54,811.43

P.I.R. Project 2019

P.I.R. BOND & INTEREST 2019	2024 DEBT SERVICE TRANSFER	58,125.00
	F U N D T O T A L	58,125.00

Airport Capital Improvement

MINNESOTA PETROLEUM SERVICE	PAY EST NO 3 FUEL TANKS	215,308.52
SHORT ELLIOTT HENDRICKSON INC	FUEL SYST.REPL.CONST.ADMIN	1,086.00
	F U N D T O T A L	216,394.52

Liquor Store

AL'S REFRIGERATION, INC.	JAN RESET COMPRESSOR/COOLER	95.00
AL'S REFRIGERATION, INC.	JANUARY REPAIRED WALK-IN COOLE	475.00
THE AMERICAN BOTTLING COMPANY	FEBRUARY/MIX	621.15
ARAMARK UNIFORM SERVICES	JANUARY LINEN SUPPLY	399.58
ARTISAN BEER COMPANY	FEBRUARY/BEER	1,841.35
ARTISAN BEER COMPANY	FEBRUARY/MIX	33.85
BELLBOY CORPORATION	FEBRUARY/FREIGHT	109.73
BELLBOY CORPORATION	FEBRUARY/LIQUOR	10,789.90
BELLBOY CORPORATION	FEBRUARY/MIX	67.95
BELLBOY CORPORATION	JANUARY/LIQUOR	23.93-
BEVERAGE WHOLESALERS INC	FEBRUARY/BEER	43,264.43
BEVERAGE WHOLESALERS INC	FEBRUARY/LIQUOR	517.00
BEVERAGE WHOLESALERS INC	FEBRUARY/MIX	201.80
BEVERAGE WHOLESALERS INC	FEBRUARY/WINE	625.60
BRAUN VENDING INC	FEBRUARY WATER COOLER RENT	16.00
BRAUN VENDING INC	FEBRUARY/SUPPLIES-WATER	49.00
BREAKTHRU BEVERAGE MINNESOTA	FEBRUARY/FREIGHT	365.84
BREAKTHRU BEVERAGE MINNESOTA	FEBRUARY/LIQUOR	25,797.85
BREAKTHRU BEVERAGE MINNESOTA	FEBRUARY/MIX	590.01
BREAKTHRU BEVERAGE MINNESOTA	FEBRUARY/WINE	760.00
CARLOS CREEK WINERY	FEBRUARY/WINE	1,320.00
CAYAN	JANUARY 2024 CR CD FEES	11,173.22
VIKING COCA-COLA BOTTLING CO	FEBRUARY/MIX	627.03
COMMISSIONER OF REVENUE	2024 JANUARY SALES TAX	96.16

Liquor Store

COPPER TRAIL BREWING CO	FEBRUARY/BEER	362.16
D-S BEVERAGES, INC.	FEBRAURY/BEER	10,744.97
D-S BEVERAGES, INC.	FEBRUARY/BEER	16,667.33
D-S BEVERAGES, INC.	FEBRUARY/LIQUOR	1,246.40
D-S BEVERAGES, INC.	FEBRUARY/MIX	629.10
D-S BEVERAGES, INC.	FEBRUARY/WINE	224.00
DACOTAH PAPER CO	FEBRUARY BAGS, FACE MASKS	441.11
DACOTAH PAPER CO	FEBRUARY SUPPLIES-BAGS	126.04
EMPLOYEES INSURANCE TRUST FUND	FEB LIFE INSURANCE	22.65
EMPLOYEES INSURANCE TRUST FUND	FEBRUARY HEALTH INSURANCE	7,520.84
GREAT PLAINS NATURAL GAS CO	JANUARY NATURAL GAS EXPENSE	408.74
INTEGRITY EMPLOYEE BENEFITS	2024 ADMIN FEES-BEN CONNECT	1,302.00
JOHNSON BROTHERS LIQUOR CO	FEBRUARY/FREIGHT	295.27
JOHNSON BROTHERS LIQUOR CO	FEBRUARY/LIQUOR	10,317.63
JOHNSON BROTHERS LIQUOR CO	FEBRUARY/MIX	116.95
JOHNSON BROTHERS LIQUOR CO	FEBRUARY/WINE	5,157.55
LIQUOR STORE	RECEIPT FEBRUARY RENT	358.00-
MARCO TECHNOLOGIES LLC	01/27-02/27/24 COPIER RENT	125.90
OTTER TAIL TELCOM	FEB. TELEPHONE LINES	105.08
OTTER TAIL TELCOM	FEBRUARY TELEPHONE EXPENSE	337.71
PHILLIPS WINE & SPIRITS CO	FEBRUARY/FREIGHT	258.42
PHILLIPS WINE & SPIRITS CO	FEBRUARY/LIQUOR	7,483.25
PHILLIPS WINE & SPIRITS CO	FEBRUARY/MIX	652.60
PHILLIPS WINE & SPIRITS CO	FEBRUARY/WINE	5,049.40
SOUTHERN GLAZER'S OF MN	FEBRUARY/FREIGHT	110.08
SOUTHERN GLAZER'S OF MN	FEBRUARY/LIQUOR	3,373.63
SOUTHERN GLAZER'S OF MN	FEBRUARY/WINE	939.74
SOUTHERN GLAZER'S OF MN	FEBRUARYFREIGHT	3.70
TALKING WATERS BREWING CO LLC	FEBRUARY/BEER	265.00
VINOCOPIA INC	FEBRUARY/FREIGHT	16.50
VINOCOPIA INC	FEBRUARY/LIQUOR	288.25
VINOCOPIA INC	FEBRUARY/WINE	351.99
WEX	JAN FLEX/HSA PART FEE	20.22
	F U N D T O T A L	174,419.73

Refuse Disposal

ADMINISTRATOR'S CONTINGENCY FD	2023 2ND HALF SERVICE AWARD	100.00
ARAMARK UNIFORM SERVICES	JANUARY LINEN SUPPLY	312.07

Refuse Disposal

COMMISSIONER OF REVENUE	2024 JANUARY SALES TAX	19.33
COMMISSIONER OF REVENUE	2024 JANUARY SWMT	28,505.00
WASTE MANAGEMENT	01/16-01/31/24 PRO SERVICES	3,114.61
EMPLOYEES INSURANCE TRUST FUND	FEB LIFE INSURANCE	64.21
EMPLOYEES INSURANCE TRUST FUND	FEBRUARY HEALTH INSURANCE	14,417.70
EQUIPMENT FUND	JAN REPAIRS/SERVICE #0501	369.04
FASTENAL COMPANY	FEB REFUSE SAFETY VENDING	29.62
HOME DEPOT CREDIT SERVICES	FEB 6' GARDEN HOSE (LANDFILL)	12.98
INTEGRITY EMPLOYEE BENEFITS	2024 ADMIN FEES-BEN CONNECT	1,302.00
LOCATORS & SUPPLIES INC	FEB KINCO LEATHER PALM GLOVES	35.98
MARCO TECHNOLOGIES LLC	01/27-02/27/24 COPIER RENT	287.84
NEW HORIZONS ENERGY	JANUARY PROPANE	2,383.95
OTTER TAIL COUNTY TREASURER	JANUARY TIPPING FEES	88,236.02
OTTER TAIL POWER COMPANY	DECEMBER SERVICE-MAIL BILLS	77.66
OTTER TAIL POWER COMPANY	2024 CITY CLEAN UP FLYER	432.69
OTTER TAIL TELCOM	FEB. TELEPHONE LINES	34.03
OTTER TAIL TELCOM	FEBRUARY TELEPHONE EXPENSE	144.66
PERRIN MOBILE MEDICAL SERVICES	JANUARY RANDOM DRUG SCREEN	135.00
REVTRAK INC	JANUARY 2024 CR CD FEES	3,097.01
WEX	JAN FLEX/HSA PART FEE	16.50
	F U N D T O T A L	143,127.90

Sewage Treatment

ARAMARK UNIFORM SERVICES	JANUARY LINEN SUPPLY	198.48
AUTO VALUE - FERGUS FALLS	FEB DIELECTRIC GREASE SEWER CA	9.99
AUTO VALUE - FERGUS FALLS	JAN MOIST HAND TOWELS CANISTER	35.98
EMPLOYEES INSURANCE TRUST FUND	FEB LIFE INSURANCE	23.66
EMPLOYEES INSURANCE TRUST FUND	FEBRUARY HEALTH INSURANCE	8,009.70
FASTENAL COMPANY	FEB HCS 5/8&3/4 10X3	105.92
FASTENAL COMPANY	FEB SEWER SAFETY VENDING	29.62
FERGUSON WATERWORKS #1657	FEB MANHOLE LID STK ORDER	3,272.36
GENERAL FUND	JANUARY LONG DISTANCE CHARGES	15.29
GENESEE & WYOMING RAILROAD SVC	OTV 240392 ANNUAL LEASE	188.56
GENESEE & WYOMING RAILROAD SVC	OTVR 240391 ANNUAL RR LEASE	188.56
GOODIN COMPANY	JANUARY ELL, ADAPTER, UNION, TP L	804.80
GOPHER STATE ONE CALL	JAN BILLABLE TICKETS	29.27
HOME DEPOT CREDIT SERVICES	JAN HUSKY LG DIAM TUBE CUTTER	25.98
INTEGRITY EMPLOYEE BENEFITS	2024 ADMIN FEES-BEN CONNECT	1,302.00

Sewage Treatment

LAKE REGION ELECTRIC COOP	JANUARY ELECTRICITY EXPENSE	251.30
LINDBERG PROCESS EQUIP CORP	FEB MAXON SHUT OFF VALVE	9,778.71
MARCO TECHNOLOGIES LLC	01/27-02/27/24 COPIER RENT	272.47
OTTER TAIL POWER COMPANY	DECEMBER SERVICE-MAIL BILLS	77.67
OTTER TAIL TELCOM	FEB. TELEPHONE LINES	34.03
OTTER TAIL TELCOM	FEBRUARY TELEPHONE EXPENSE	165.79
PERRIN MOBILE MEDICAL SERVICES	JANUARY RANDOM DRUG SCREEN	135.00
RMB ENVIRONMENTAL LABORATORIES	FEB ANALYSIS	294.28
RMB ENVIRONMENTAL LABORATORIES	FEB WASTEWATER MONITORING	294.28
RMB ENVIRONMENTAL LABORATORIES	JAN ANALYSIS	334.40
REVTRAK INC	JANUARY 2024 CR CD FEES	3,097.00
SPECIALTY SOLUTIONS LLC	AUGUST PROF LANDSCAPE MIX	281.86
SPEE*DEE DELIVERY SERVICE INC	FEB SHIPMENT	35.50
SPEE*DEE DELIVERY SERVICE INC	FEB SHIPMENTS	23.47
WEX	JAN FLEX/HSA PART FEE	9.63
	F U N D T O T A L	29,325.56

Water

ADMINISTRATOR'S CONTINGENCY FD	FEBRUARY CDL LICENSE	26.75
ADMINISTRATOR'S CONTINGENCY FD	2024 CLASS C OPERATOR APPLICAT	64.00
ARAMARK UNIFORM SERVICES	JANUARY LINEN SUPPLY	155.68
COOPERS TECHNOLOGY GROUP	FEBRUARY CALCULATOR RIBBON	3.42
CORE & MAIN LP	FEB VALVE STEM OILER KIT	172.20
EMPLOYEES INSURANCE TRUST FUND	FEB LIFE INSURANCE	70.98
EMPLOYEES INSURANCE TRUST FUND	FEBRUARY HEALTH INSURANCE	9,391.37
FASTENAL COMPANY	FEB WATER SAFETY VENDING	29.62
FERGUSON WATERWORKS #1657	FEB R900I UPGRADE FEE (CHAD)	190.00
FERGUSON WATERWORKS #1657	FEB STOCK WATER DIST PARTS	2,128.91
FERGUSON WATERWORKS #1657	FEB 1.5" METER REGISTER (CHAD)	272.30
FERGUSON WATERWORKS #1657	FEB 3/4" METER BOTTOM CAP	34.06
FERGUSON WATERWORKS #1657	FEB 3/4" T10 METER REGISTER	270.32
GENERAL FUND	JANUARY LONG DISTANCE CHARGES	8.98
GOIN' POSTAL FERGUS FALLS	FEB POSTAGE	31.30
GOIN' POSTAL FERGUS FALLS	FEB SHIPPING	14.40
GOPHER STATE ONE CALL	JAN BILLABLE TICKETS	29.27
GRAYMONT (WI) LLC	FEB HIGH CALCIUM QUICKLIME	9,264.64
HAWKINS INC	FEB FERRIC SULFATE/LPC-5	5,019.34
HAWKINS INC	JAN CHLORINE	2,214.00

Water

HOME DEPOT CREDIT SERVICES	FEB FUNNEL/ORGANIZER UTILITIES	33.45
HOME DEPOT CREDIT SERVICES	FEB M18 DUAL BAY CHARGER/BATTE	279.00
INTEGRITY EMPLOYEE BENEFITS	2024 ADMIN FEES-BEN CONNECT	1,302.00
MARCO TECHNOLOGIES LLC	01/27-02/27/24 COPIER RENT	294.17
OTTER TAIL POWER COMPANY	DECEMBER SERVICE-MAIL BILLS	77.67
OTTER TAIL TELCOM	FEB. TELEPHONE LINES	34.03
OTTER TAIL TELCOM	FEBRUARY TELEPHONE EXPENSE	182.82
PERRIN MOBILE MEDICAL SERVICES	JANUARY RANDOM DRUG SCREEN	90.00
RMB ENVIRONMENTAL LABORATORIES	FEB 1ST HALF BACTERIA MONITOR	214.23
REVTRAK INC	JANUARY 2024 CR CD FEES	3,097.00
SIGELMAN STEEL & SALVAGE CO	FEB 15' CR STEEL LIME SYSTEM	40.07
SPECIALTY SOLUTIONS LLC	AUGUST PROF LANDSCAPE MIX	281.86
WEX	JAN FLEX/HSA PART FEE	26.12
	F U N D T O T A L	35,343.96

Storm Water

EMPLOYEES INSURANCE TRUST FUND	FEB LIFE INSURANCE	2.70
EMPLOYEES INSURANCE TRUST FUND	FEBRUARY HEALTH INSURANCE	327.14
GOPHER STATE ONE CALL	JAN BILLABLE TICKETS	29.26
SPECIALTY SOLUTIONS LLC	AUGUST PROF LANDSCAPE MIX	281.86
WEX	JAN FLEX/HSA PART FEE	1.65
	F U N D T O T A L	642.61

Equipment

ARAMARK UNIFORM SERVICES	JANUARY LINEN SUPPLY	350.72
AMERICAN WELDING & GAS, INC	FEB ARGON/CARBON AND OXYGEN CY	143.83
AMERICAN WELDING & GAS, INC	FEB FLAP DISC/GRINDING WHEELS	79.20
AMERICAN WELDING & GAS, INC	FEB FORKLIFT PROPANE	73.13
AMERICAN WELDING & GAS, INC	FEB TANK RENTALS	40.52
ASHBY EQUITY ASSOCIATION	FEB OIL CART AND PUMP (SHOP)	1,206.25
AURA FABRICATORS INC.	FEB SAND BLAST MATERIAL	100.00
AUTO VALUE - FERGUS FALLS	FEB AIR FILTER UNIT 45	13.20
AUTO VALUE - FERGUS FALLS	FEB AIR/FUEL FILTER UNIT 294	70.49

Equipment

AUTO VALUE - FERGUS FALLS	FEB BED ARMOR PROTECTOR U-52	34.99
AUTO VALUE - FERGUS FALLS	FEB CAB AIR FILTER U-52	28.33
AUTO VALUE - FERGUS FALLS	FEB FEMALE JIC HYD FITTING	257.96
AUTO VALUE - FERGUS FALLS	FEB FLAT BLACK PAINT UNIT 468	33.98
AUTO VALUE - FERGUS FALLS	FEB FLOOR DRY (SHOP)	18.99
AUTO VALUE - FERGUS FALLS	FEB FLUXED LOW FUMING BRAZING	28.99
AUTO VALUE - FERGUS FALLS	FEB FMM-30 SLOW BLOW FUSE	7.49
AUTO VALUE - FERGUS FALLS	FEB FUEL FILTERS UNIT 239	56.20
AUTO VALUE - FERGUS FALLS	FEB GATES HYD FITTING GRAPPLE	17.58
AUTO VALUE - FERGUS FALLS	FEB GREASE GUN COUPLER	14.99
AUTO VALUE - FERGUS FALLS	FEB HP GEAR OIL 85W140 U-239	43.96
AUTO VALUE - FERGUS FALLS	FEB H11 HEADLAMP BULBS (STK)	14.98
AUTO VALUE - FERGUS FALLS	FEB LAQUER THINNER (SHOP)	77.49
AUTO VALUE - FERGUS FALLS	FEB OXYGEN SENSOR UNIT 42	54.99
AUTO VALUE - FERGUS FALLS	FEB PAINT MIXING CUPS (SHOP)	5.94
AUTO VALUE - FERGUS FALLS	FEB PAPER SHEETS/SANDING BLOCK	32.48
AUTO VALUE - FERGUS FALLS	FEB REAR PADS/ROTORS U-45	204.97
AUTO VALUE - FERGUS FALLS	FEB RGA100 CLEAR COAT UNIT 52	26.99
AUTO VALUE - FERGUS FALLS	FEB RUBBERIZED UNDERCOAT U-52	13.99
AUTO VALUE - FERGUS FALLS	FEB SHOP TOWELS/PAINT MARKERS	46.94
AUTO VALUE - FERGUS FALLS	FEB SPARK PLUGS UNIT 81	71.94
AUTO VALUE - FERGUS FALLS	FEB STOCK OIL FILTERS	13.23
AUTO VALUE - FERGUS FALLS	FEB STOCK PARTS ORDER	285.49
AUTO VALUE - FERGUS FALLS	FEB TRANS FILTER UNIT 45	57.99
AUTO VALUE - FERGUS FALLS	FEB VALVOLINE 75W90 U-45	59.96
AUTO VALUE - FERGUS FALLS	JAN HYD FITTINGS GRAPPLE BUCKE	46.14
AUTO VALUE - FERGUS FALLS	3M ROCKER SCHUTZ COATING U-287	239.97
BUY-MOR PARTS & SERVICE LLC	FEB DIAG/REP ARM INOP U-226	2,417.98
BEDROCK MACHINERY	JANUARY PUSH BLOCK UNIT #294	4,040.00
COMMISSIONER OF REVENUE	2024 JANUARY SPECIAL FUEL TAX	822.80
COMMISSIONER OF REVENUE	2024 JANUARY SALES TAX	89.69
EMPLOYEES INSURANCE TRUST FUND	FEB LIFE INSURANCE	20.28
EMPLOYEES INSURANCE TRUST FUND	FEBRUARY HEALTH INSURANCE	4,652.23
EQUIPMENT FUND	JAN FUEL USAGE	430.95-
EQUIPMENT FUND	JAN REPAIRS/SERVICE	369.04-
JOHN DEERE FINANCIAL	FEB HYD HOSE UNIT 226	187.99
JOHN DEERE FINANCIAL	FEB VERMEER CHIPPER BOLTS	100.64
FASTENAL COMPANY	FEB MISC RUBBER STRAPS (SHOP)	103.73
FASTENAL COMPANY	FEB SHOP SUPPLY HARDWARE	136.48
FASTENAL COMPANY	FEB SHOP SUPPLY VENDING	57.01
FASTENAL COMPANY	FEB 1/4" PIPE PLUGS UNIT 239	.32
NAPA AUTO PARTS - FERGUS FALLS	FEB GATES HYD FITTING GRAPPLE	33.76
NAPA AUTO PARTS - FERGUS FALLS	FEB MARKER LIGHTS UNT 215	27.82

Equipment

NAPA AUTO PARTS - FERGUS FALLS	FEB 40/60 SOLDER STICKS 1/4"	12.47
GREAT PLAINS NATURAL GAS CO	JANUARY NATURAL GAS EXPENSE	2,531.77
H & L MESABI COMPANY INC	FEB 8" GRADER CURB RUNNERS	448.00
HOME DEPOT CREDIT SERVICES	FEB PAINT/SAND BLAST BOOTH MAT	100.03
HOME DEPOT CREDIT SERVICES	FEB 12X20 TARP (PAINT BOOTH)	18.78
HOME DEPOT CREDIT SERVICES	FEB 2X4'S FOR SHED THREE	11.16
INLAND TRUCK PARTS COMPANY	FEB PTO SOLENOID UNIT 226	375.59
IRON VALLEY EQUIPMENT	FEB SALT DOGG CONTROLLER U-80	338.88
JORGENSONS TOOLS LLC	FEB 19MM 6PT SOCKET (SHOP)	26.99
LAKEWAY EXPRESS LLC	FEB NON OXYGENATED FUEL (PARK)	17.74
M-B COMPANIES INC	JAN SPLINED HUB UNIT 958	278.30
MARCO TECHNOLOGIES LLC	01/27-02/27/24 COPIER RENT	77.32
MINNESOTA MOTOR COMPANY	FEB NUT UNIT 2	5.39
MINNESOTA MOTOR COMPANY	FEB REPAIR FILLER NECK PROBLEM	271.51
MINNESOTA MOTOR COMPANY	JAN CAR WASHES	18.00
MINNESOTA MOTOR COMPANY	JANUARY CAR WASHES	15.00
NELSON COLLISION CENTER	2094 REPAIRS/23035580	1,548.30
NORTHWEST TIRE INC	2092 TIRE REPAIR	34.06
OLSON OIL COMPANY INC	FEB #1 PREM DIESEL WITH PDA	8,739.50
OLSON OIL COMPANY INC	FEB #2 PREM B5 DIESEL WITH PDA	11,539.44
OLSON OIL COMPANY INC	FEB DEF FLUID	599.50
OLYMPIC SALES INC	FEB SLIDE WEAR PADS REAR LOADS	1,453.17
O'REILLY AUTOMOTIVE INC	FEB STARTER UNIT 53	203.36
OTTER TAIL TELCOM	FEB. TELEPHONE LINES	76.57
OTTER TAIL TELCOM	FEBRUARY TELEPHONE EXPENSE	55.25
POMP'S TIRE SERVICE INC	FEB STOCK TIRE ORDER	4,562.13
RDO EQUIPMENT CO	FEB JOHN DEERE 1600 MOWER UNIT	50,500.00
SIGELMAN STEEL & SALVAGE CO	FEB 3/8 PLATE/ANGLE STEEL U810	208.55
SIGELMAN STEEL & SALVAGE CO	FEB 6' 1/4" FLAT UNIT 468	85.82
SUMMIT COMPANIES	ANNUAL FIRE EXTINGUISHER INSPE	271.10
SWANSTON EQUIPMENT CO	FEB GLOBAL MAIN BROOM U-239	571.43
WALLWORK TRUCK CENTER F.F.	FEB BEARINGS UNIT 839	111.70
WALLWORK TRUCK CENTER F.F.	FEB BRAKE SHOE KIT UNIT 803	29.46
WALLWORK TRUCK CENTER F.F.	FEB CAM SHAFTS/REPAIR KIT U823	128.03
WALLWORK TRUCK CENTER F.F.	JAN AXLE BEARING UNIT 214	30.68
WALLWORK TRUCK CENTER F.F.	JAN AXLE SEAL UNIT 214	43.77
WALLWORK TRUCK CENTER F.F.	JAN 2.5" RED LED MARKER LIGHTS	40.30
WEX	JAN FLEX/HSA PART FEE	8.25
ZIEGLER INC.	FEB CAT YELLOW PAINT	27.76
ZIEGLER INC.	FEB CREDIT RETURNED SEALS	94.30-
ZIEGLER INC.	FEB CYL ROD END CAP INSERT 294	300.24
ZIEGLER INC.	FEB TURBO/HOSE/SEALS UNIT 294	3,535.27
	F U N D T O T A L	104,921.30

Employees Insurance

EMPLOYEES INSURANCE TRUST FUND	RECEIPT FEB HEALTH INSURANCE	155,172.58-
EMPLOYEES INSURANCE TRUST FUND	RECEIPT FEB LIFE INSURANCE	3,399.06-
SUN LIFE FINANCIAL	FEB LIFE INSURANCE	3,399.06
	F U N D T O T A L	155,172.58-

Flexible Benefit Agency

WEX	2023 FLEX PLAN REIMB	868.60
WEX	2024 FLEX PLAN REIMB	3,471.38
	F U N D T O T A L	4,339.98

PEG Access

LIQUOR STORE	FEBRUARY RENT	358.00
OTTER TAIL TELCOM	FEBRUARY TELEPHONE EXPENSE	227.92
	F U N D T O T A L	585.92

Fergus Falls Convention and Visitor's Bureau, Inc.

FERGUS FALLS CONVENTION &	DEC 2023 LODGING TAX	9,595.85-
FERGUS FALLS CONVENTION &	DEC 2023 LODGING TAX ADMIN	287.88
RICHEs PROPERTIES LLC	FEBRUARY RENT	525.00
RICHEs PROPERTIES LLC	MARCH RENT	525.00
TWIN CITIES BICYCLING CLUB	2024 TCBC TITANIUM SPONSORSHIP	800.00
	F U N D T O T A L	7,457.97-

T O T A L A L L F U N D S	1,656,140.74
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2/20/2024

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

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 20 DAY OF FEBRUARY BY ALDERMAN WHO MOVED ITS ADOPTION, WAS SECONDED BY ALDERMAN AND ADOPTED BY THE FOLLOWING VOTE:

AYES:

NAYS:

ABSTAIN:

ABSENT:

WHEREUPON THE ABOVE RESOLUTION WAS DULY DECLARED ADOPTED.

ATTEST:

APPROVED:

CITY ADMINISTRATOR

MAYOR

2/20/2024

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

COMMISSIONER OF REVENUE	83,604.80
4M FUND	55.88
MN DEPT OF LABOR & INDUSTRY	30.00
OTTER TAIL COUNTY TREASURER	88,236.02
AT&T MOBILITY	228.78
ADMINISTRATOR'S CONTINGENCY FD	491.36
ALPHA TRAINING & TACTICS LLC	302.96
AL'S REFRIGERATION, INC.	798.00
THE AMERICAN BOTTLING COMPANY	621.15
AMERICAN LEGAL PUBLISHING CORP	3,515.00
ARAMARK UNIFORM SERVICES	2,410.96
ARAMARK	367.42
AMERICAN WELDING & GAS, INC	336.68
AMERITAS	4,002.35
SEAN ANDERSON	448.50
ARTISAN BEER COMPANY	1,875.20
ASHBY EQUITY ASSOCIATION	1,206.25
ATLAS OUTDOOR SERVICES LLC	1,000.00
AURA FABRICATORS INC.	100.00
AUTO VALUE - FERGUS FALLS	1,926.61
BAKER TILLY MUNICIPAL	1,500.00
BUY-MOR PARTS & SERVICE LLC	2,417.98
BEDROCK MACHINERY	4,040.00
BELLBOY CORPORATION	10,943.65
BEVERAGE WHOLESALERS INC	44,823.93
BIG AXX LLC	81.00
BOLTON & MENK INC	33,217.50
BRAUN VENDING INC	65.00
BRAUN INTERTEC CORPORATION	2,987.30
BREAKTHRU BEVERAGE MINNESOTA	27,513.70
CARDCONNECT	255.01
CARLOS CREEK WINERY	1,320.00
CAYAN	11,173.22
CENTRAL SPECIALTIES, INC.	10,889.45
CHARTER COMMUNICATIONS	194.86
COATINGS UNLIMITED LLC	24,480.00
VIKING COCA-COLA BOTTLING CO	627.03
COMPASS MINERALS AMERICA INC	17,654.51
COOPERS TECHNOLOGY GROUP	630.98
COPPER TRAIL BREWING CO	362.16
CORE & MAIN LP	172.20
COSSETTE ELECTRIC LLC	112.01
D-S BEVERAGES, INC.	29,787.30
DACOTAH PAPER CO	657.79
DAILY JOURNAL	654.59
WASTE MANAGEMENT	3,114.61
FARGO GLASS & PAINT CO INC	399.00

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JOHN DEERE FINANCIAL	288.63
FASTENAL COMPANY	625.08
FERGUS HOME & HARDWARE	79.98
FERGUSON WATERWORKS #1657	6,167.95
FIRE MARSHALS ASSOC OF MN	80.00
GALLS LLC	464.61
NAPA AUTO PARTS - FERGUS FALLS	74.05
GENESEE & WYOMING RAILROAD SVC	377.12
GOIN' POSTAL FERGUS FALLS	45.70
GOODIN COMPANY	1,184.76
GOPHER STATE ONE CALL	87.80
GRAND FORKS FIRE EQUIPMENT LLC	646.57
GRAYMONT (WI) LLC	9,264.64
GREAT PLAINS FIRE	230.63
GREAT PLAINS NATURAL GAS CO	5,461.62
H & L MESABI COMPANY INC	448.00
HAWKINS INC	7,233.34
HIGH POINT NETWORKS LLC	3,974.00
HOME DEPOT CREDIT SERVICES	1,057.85
ISD #544	21,197.80
INLAND TRUCK PARTS COMPANY	375.59
INTEGRITY EMPLOYEE BENEFITS	5,208.00
IRON VALLEY EQUIPMENT	338.88
JLG ARCHITECTS	6,953.68
JOHNSON BROTHERS LIQUOR CO	15,887.40
JORGENSONS TOOLS LLC	26.99
KNUTSON LAWN SERVICE	327.50
LAKE COUNTRY GRAPHICS, INC.	567.69
LAKE REGION ELECTRIC COOP	2,716.04
LAKEWAY EXPRESS LLC	17.74
LINDBERG PROCESS EQUIP CORP	9,778.71
DANIEL F E LIPSON	424.00
LOCATORS & SUPPLIES INC	71.96
M-B COMPANIES INC	278.30
MARCO TECHNOLOGIES LLC	2,042.28
MIDWEST TAPE EXCHANGE	83.95
MILLERBERND MANUFACTURING CO.	4,776.00
MINNESOTA MOTOR COMPANY	309.90
MINNESOTA PETROLEUM SERVICE	215,308.52
MN STATE COMMUNITY & TECH COLL	300.00
NELSON COLLISION CENTER	1,548.30
TONY NEVILLE	1,300.00
NEW HORIZONS ENERGY	7,994.77
NORTHWEST TIRE INC	34.06
NYCKLEMOE & ELLIG, P.A.	9,758.33
OFFICE OF MNIT SERVICES	338.62
OLSON OIL COMPANY INC	20,878.44

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

OLYMPIC SALES INC	1,453.17
O'REILLY AUTOMOTIVE INC	203.36
OTIS ELEVATOR COMPANY	960.00
OTTER TAIL POWER COMPANY	3,688.33
OTTER TAIL TELCOM	5,972.55
PERRIN MOBILE MEDICAL SERVICES	630.00
PHILLIPS WINE & SPIRITS CO	13,443.67
POLICE DEPT PETTY CASH	14.81
POMP'S TIRE SERVICE INC	4,562.13
PRECISION CATERING MINNESOTA	9,600.75
PRINCIPAL CUSTODY SOLUTIONS	724,069.82
RDO EQUIPMENT CO	50,500.00
RMB ENVIRONMENTAL LABORATORIES	1,246.10
REVTRAK INC	9,291.01
RICHES PROPERTIES LLC	1,050.00
RISE VISION	630.00
SHORT ELLIOTT HENDRICKSON INC	1,086.00
SIGELMAN STEEL & SALVAGE CO	371.44
SIGTRONICS CORPORATION	1,452.76
SKY CREW SERVICES, LLC	3,500.00
SOUTHERN GLAZER'S OF MN	4,427.15
SPECIALTY SOLUTIONS LLC	3,623.46
SPEE*DEE DELIVERY SERVICE INC	115.82
STENERSON BROTHERS LUMBER CO	756.92
STEVENS COUNTY TIMES	275.00
SUMMIT COMPANIES	415.10
SUN LIFE FINANCIAL	3,399.06
SUNSET LAW ENFORCEMENT LLC	4,571.00
SWANSTON EQUIPMENT CO	571.43
TALKING WATERS BREWING CO LLC	265.00
TWIN CITIES BICYCLING CLUB	800.00
UGSTAD PLUMBING INC	1,472.01
USABLE LIFE	81.40
US BANK EQUIPMENT FINANCE	637.18
VERIZON WIRELESS	1,077.70
VINOCOPIA INC	656.74
WALLWORK TRUCK CENTER F.F.	383.94
WEX	4,598.48
WORKFORCE DEVELOPMENT SOLUTION	2,250.00

TOTAL OTHER GOVERNMENT 171,926.70

TOTAL OTHER VENDORS 1,484,214.04

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

TOTAL ALL VENDORS

1,656,140.74