



City Council Agenda
August 19, 2024
5:30 pm in the City Council Chambers

Invocation –Kevin Patch, Lake Region Healthcare Chaplain
Pledge of Allegiance

Call to Order
Roll Call
Open Forum

- A. Approval of the Agenda
- B. Public Hearings
- C. Awarding of Bids
- D. Petitions and Communications
- E. Consent Agenda
 - 1. Motion approving the minutes from the August 5, 2024, City Council meeting and the August 14, 2024, Committee of the Whole meeting
 - 2. Motion approving licenses
 - 3. Resolution approving budget adjustments
 - 4. Resolution accepting State Grants 1057671 & 1057628 for the Airport Masterplan and Airport Layout Plan
 - 5. Resolution accepting State Grant 0157675 for the Airport Rescue Grant Program
 - 6. Resolution approving the use of state public safety funds to replace and upgrade emergency medical and rescue equipment
 - 7. Resolution setting a public hearing on September 3, 2024, at 5:30 pm in the City Council Chambers for the cable services franchise agreement with Charter Communications
- F. Ordinance and Resolutions
 - 1. First reading of Ordinance 61, Eighth Series, Charter Communications Franchise
 - 2. Second reading of Ordinance 59, Eighth Series, Cannabis Registration
 - 3. Resolution approving a levy for the Fergus Falls HRA
- G. Presentation of Claims \$3,463,666.32
- H. Old Business/Unfinished Business
- I. New Business
- J. Miscellaneous Announcements
August 28 7:00 am Committee of the Whole meeting

September 2 Most city offices and facilities closed for observance of Labor Day
Garbage and recycling normally picked up on Monday will move to Tuesday
September 3. Tuesday collection will be on Wednesday September 4
September 3 5:30 pm City Council meeting

K. Adjournment

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

City Council Minutes
August 5, 2024

The Fergus Falls City Council held a regular meeting on Monday August 5, 2024 at 5:30 pm in the City Council Chambers. Pastor Dave Foss 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: Kvamme, Rufer, Kremeier, Rachels, Hicks, Fish and Job.

No one appeared for the open forum.

Approval of the Agenda

A motion and second were made by Hicks and Kremeier to approve tonight's agenda with the removal of the minutes from the consent agenda and the motion carried.

PI 7224, Scenic Drive Sanitary Sewer Project

Public Improvement 7224 is the construction of an 8" sanitary sewer extension project on Scenic Drive from Pebble Shores Drive to Pebble Hills Drive. The total project cost is \$128,500 with deferred special assessments not to exceed 7% over 15 years. A public hearing was held. One written objection was noted with the property owner asking the assessments to be deferred. Jason Vaughn asked for clarification on the unplatted lots and it was noted all parcels are deferred and once they are platted, they would be separated. The public hearing closed at 5:36 pm. Fish offered [Resolution #144-2024](#) ordering the plans and specifications for PI 7224, the Scenic Drive sanitary sewer infrastructure project, which was seconded by Rufer and was adopted.

PI 8231, Scenic Drive Watermain Extension Project

Public Improvement 8231 is the construction of a 12" water main extension project on Scenic Drive from Pebble Shores Drive to Pebble Hills Drive. The total project cost is \$235,900 with deferred special assessments not to exceed 7% over 15 years. A public hearing was held and as no one appeared, the public hearing closed at 5:40 pm. Fish offered [Resolution #145-2024](#) ordering the plans and specifications for PI 8231, the Scenic Drive water main extension project, which was seconded by Hicks and was adopted.

Consent Agenda

The following items were approved under [Resolution #146-2024](#) by Hicks: A motion approving the following licenses: [3.2% OnSale Malt Liquor, Wine with Strong Beer Authorization](#) for Abroad Companies, dba HOT DISH; [Mechanical John Suko Sheetmetal](#); [Paving/Sidewalk Skjeret Concrete](#); [Demo/Hauler of Building Waste Landmark Drainage LLC](#). [Resolution #147-2024](#) authorizing the Fergus Falls Public Library to apply for a Library Science Technology Act grant in the amount of \$14,469.50. Motion appointing Siri Thorstad to the HRA board for a five-year term. [Resolution #148-2024](#) accepting a \$7,500 donation from the American Kennel Club for the purchase and training of a police K9 dog. Motion appointing Al Kremeier to the Port Authority and Scott Rachels to the WCI EDD Board. [Resolution #149-2024](#) authorizing staff to enter into an agreement with Munibit as the city's website provider. [Resolution #150-2024](#) authorizing the submission of a letter of commitment to support Springboard for the Arts new Artists-in-Residency Program, the Falls Community Arts Exchange. [Resolution #151-2024](#) accepting the project plans and specifications and authorizing the advertising of bids for CP 5961, the Junius Avenue reconstruction project. [Resolution #152-2024](#) accepting the State and Federal Grant Amendment #1 to MnDOT Agreement No. 1035254 for PI

9346, the airport taxi lane relocation project. **Resolution #153-2024** accepting the plans and specifications and authorizing the advertising of bids for PI 5373, the Shoreview Drive street improvement project. The resolution was seconded by Rachels and was adopted.

Hicks asked the July 15, 2024, council minutes to be removed from the consent agenda and invited Laurie Mullen to the podium who shared her opinion on the accuracy of the Charter Commission's agenda, minutes and process regarding the council vacancy. Mayor Schierer reminded her the matter at hand was the City Council minutes, not the Charter Commission minutes. A motion and second were made by Rufer and Rachels to approve the July 15, 2024, City Council minutes and the July 31, 2024, Committee of the Whole minutes and the motion carried.

Sculpture Walk

Kvamme offered **Resolution #154-2024** authorizing the city to act as the fiscal host for the sculpture walk and the Public Arts Commission to annually present their proposed sculpture selections for approval by the City Council, which was seconded by Rachels and was adopted.

Ordinance 58, Eighth Series

Mike Donoho commended the council for their work on this ordinance as it presents a reasonable compromise to a polarizing topic. He questioned the B-5 zoning and staff confirmed the city does not have a B-5 zone and this designation has been earmarked for correction in future code updates. Jacob Buettner had questions about the city's need to respond to cannabis applicants within 30 days and how that will work with interim and conditional use permits. It was clarified businesses that need an interim or conditional use permit should begin that process prior to applying for a state cannabis license as these permit processes take time to follow the city's process. The local zoning ordinance ensures cannabis sales are allowed in the correct zone. Kris Stach also thanked the council for their work and felt our city is further ahead than many other communities. Ordinance 58, Eighth Series, Cannabis Zoning was adopted by a roll call vote.

Ordinance 59, Eighth Series

Jacob Buettner asked why the hours of 9 am-9 pm were chosen. The police department recommended staggering the closing of a cannabis retailer and the liquor stores, so officers can be in the vicinity during store closing activities. Hicks suggested a waste disposal is included in the cannabis registration form. Kris Stach said waste issues would be handled at the county or state level. Ordinance 59, Eighth Series, Cannabis Registration was introduced by Rufer and was declared to have its first reading.

Resolution of Accounts

Kvamme offered a resolution authorizing the payments and claims in the amount of \$2,617,112.62, which was all claims other than a \$1,395.00 invoice paid to Indigo Signworks, his employer. The resolution was seconded by Fish and was adopted. Kremeier offered a resolution authorizing the payment and claim in the amount of \$1,395.00 to Indigo Signworks, which was seconded by Rachels and was adopted with Kvamme abstaining.

Open Forum Response from July 15

At the July 15 council meeting Cecelie Cookman asked a series of questions at the open forum regarding the city's proposed sale of the Pebble Lake Golf Course. Mayor Schierer read each of the nine questions and responses.

Council Vacancy

At the July 31 Committee of the Whole meeting, it was suggested council take formal action to appoint the candidate receiving the most votes at the November 5 election in Ward Three at the November 18 council meeting to fill the rest of the unexpired term. The City Attorney advised the correct time to take this action after the canvassing has been completed and confirmation was made the winning candidate provided the necessary and complete finance reports. He recommended not making a resolution without naming a specific person. Kremeier felt taking this action now would save time later this year to fill the vacant ward three council seat. Mayor Schierer felt as a candidate, that person would likely want to have their name associated with the resolution appointing them to the position. A motion and second were made by Kremeier and Rachels inviting the ward three candidate receiving the most votes after canvassing and certifying the election to the November 18, 2024, meeting to be seated and fill the remaining unexpired term and the motion carried.

Reconsideration of Property Tax Rebate at 701 Damika Drive

On July 1 Job voted against a property tax rebate for 701 Damika Drive and has reconsidered her position on the vote. She said the tax rebate was overlooked, and the value of the home would have met the city's program threshold, and it should be considered. Kremeier felt the property owners deserved an apology for receiving notice this item was on the July 1 agenda. Hicks said he spoke to staff who have put a new system in place to ensure this does not happen again. Job offered **Resolution #155-2024** approving a property tax rebate for 701 Damika Drive, which was seconded by Rufer and was adopted.

The council adjourned to a closed meeting at 6:20 pm to consider a potential real estate transaction as allowed under MN Statute D.05.

Lynne Olson

Committee of the Whole
August 14, 2024

The Fergus Falls City Council held a Committee of the Whole meeting on August 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: Kvamme, Kremeier, Rachels, Hicks, Fish, and Job. Rufer was absent.

PI 9353, Airport Masterplan and Airport Layout Plan

Public Improvement 9353 is the Fergus Falls Airport Masterplan and Airport Layout Plan. The estimated project cost is \$368,200. 90% of the funding comes from federal grant funds; 5% of the funds will be contributed by the state and the city's local Airport 456 Fund will pay the remaining 5%. The state companion grants were presented for approval. A motion and second were made by Hicks and Fish to recommend the council accept State Grants 1057671 & 1057628 for Public Improvement 9353 and the motion carried.

Airport Rescue Grant Program

A motion and second were made by Rachels and Kvamme to recommend the council accept State Grant 1057675 for the Airport Rescue Grant Program and the motion carried.

PI 9148, the DeLagoon Campground Project

Grant Kuper of Bolton & Menk gave an update on DeLagoon Park campground and lighting project. The project was awarded to Comstock Construction on May 6 and they were provided a notice to proceed on June 6. Comstock was to start work on the campground improvements the week of August 5 and all underground utilities, site grading and bathhouse installation was to be complete during the 2024 construction season. Asphalt paving and final turf would be established in early 2025. Contractual completion milestones were developed so the city can utilize the campground for the entire season. These dates include completion of seeding by November 1, 2024; sufficient completion so the owner can use the improvement for the intended purpose by May 9, 2024; punch list items completed and all parties agreeing the work is complete by July 18, 2025. Comstock will not meet the contracted completion dates making it unlikely the campground will be ready for use until mid-summer 2025. Bolton & Menk will monitor the contractor's progress and dates and has notified them the city intends to enforce the liquidated damages including lost revenue from the campground not being operational. The softball complex lights are complete and functioning. Work will begin in the fall/late winter at the American Legion and Farmer's Field, so the project doesn't interfere with the baseball season. Kuper answered questions about the reason for the delay, possible project phasing, and the need to get grass fully established before allowing camping at the sites.

Emergency Medical and Rescue Equipment

Staff requested the use of \$22,000 of the State Public Safety Funds to replace and/or upgrade a variety of emergency medical, trauma and rescue equipment to be used by the fire and police departments for their responses to medical and trauma related emergencies and rescue events. A motion and second were made by Fish and Job to recommend the council approve the use of state public safety funds to upgrade and replace emergency and medical rescue equipment and the motion carried.

HRA Levy Request

HRA Executive Director Mikel Olson requested the approval of the statutory maximum levy that provides nearly \$255,989 to the HRA. This is an increase of 5% from last year and allows the organization to continue their mission of meeting the housing needs of lower-income families and individuals within the City of Fergus Falls. He spoke about their housing services and waiting lists. Kvamme felt the request was consistent with past requests and spoke of the value of the programming to many residents. Kremeier recalled last year's request included funding to staff the Garitz Grove facility on a 24/7 basis. He asked why that staffing has not been hired and remarked the facility has generated a call for police services which affects taxpayer funds. Olson acknowledged their proposal did include additional staffing and that position has not been filled. Hicks felt the Fergus Falls HRA provides a valuable service of providing stability to many people. A motion and second were made by Fish and Kvamme to recommend the council approve the HRA levy request and the motion carried with Kremeier voting in opposition.

Charter Communications Franchise Ordinance

The city's telecommunications franchise agreement with Charter Communications will expire in 2026 and they have reached out to the city to begin the renewal process. They have recommended a few minor amendments that staff is comfortable with. 3% of the gross revenues are used to fund the local PEG Access. A motion and second were made by Hicks and Rachels to recommend the council hold a first reading of a franchise ordinance with Charter Communications on August 19 and to set a public hearing for the ordinance on September 3, 2024, at 5:30 pm and the motion carried.

The meeting adjourned at 7:37 am

Lynne Olson

FOR COUNCIL MEETING AUGUST 19, 2024

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

Paving/Sidewalk

Blake Meland Concrete

Mechanical

Apex Heating and Air



Council Action Recommendation

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Meeting Date: August 19, 2024

Subject: 2024 Budget Adjustments

Recommendation:
Approve recommended adjustments to the 2024 budget.

Background/Key Points:

- Reallocate funds from General Government Benefits Owed to the following departments for benefits owed upon retirement:
 - Information Technology - \$13,620
 - General Government Buildings - \$27,763
 - Park Areas - \$930
 - Public Library - \$2,930
- Increase Public Library donations revenue and expenditure budgets for the receipt of grants and donations - \$3,729.

Budgetary Impact: The applicable 2024 budgets will be adjusted.

Respectfully Submitted: Bill Sonmor, Finance Director

Attachments:

None



Council Action Recommendation

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Meeting Date:

August 14, 2024 – Committee of the Whole
August 19, 2024 – City Council

Subject:

P. I. No. 9353 - FFM Airport Masterplan and ALP (Airport Layout Plan) Update

Recommendation:

- 1) Resolution accepting State Grant No.'s 1057671 & 1057628 for P. I. No. 9353

Background/Key Points:

Last September, the City Council accepted the FAA Grant offer the above-referenced public improvement project. Recently, the State of Minnesota sent two (2) companion grants because the total Federal funding share consists of Airport Improvement Program (AIP) funds for Phase 1 and Bipartisan Infrastructure Law (BIL) Airport Infrastructure Grant (AIG) funds for Phase 2 hence two State grant offers. I am requesting authorization to accept these two (2) State companion grant offers to fully fund this project.

Budgetary Impact:

The total estimated cost is \$368,200.00. 90% (\$331,380.00) of the funding comes from a combination of Federal Bipartisan Infrastructure Law (BIL) Airport Infrastructure Grant (AIG) and Airport Improvement Program (AIP) funds. The State is contributing 5% (\$18,410.00) and the remaining 5% share is funded thru the local Airport 456 fund. The funding breakdown as follows:

Federal AIP Funds	= \$303,030.00
Federal AIG Funds	= \$ 28,350.00
*State Companion AIP Funds	= \$ 16,835.00
*State Companion AIG Funds	= \$ 1,575.00
City Local 456 Funds	= \$18,410.00
	<u>\$368,200.00</u>

(* Current requested action

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. - City Engineer

Attachments:

State Grant 1057671 & 1057628

**STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and the City of Fergus Falls, 112 W WASHINGTON AVE, FERGUS FALLS MN 56537 ("Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat.§16B.98](#), Subd. 5, whichever is later. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on December 31st, 2027, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project A5601-57 which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits.** Exhibit A: Credit Application, Exhibit B: Grant Request Letter and Exhibit C: Cost Split.

2 Grantee's Duties

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
- 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
- 2.4 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).
- 2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

2.6 Airport Operations, Maintenance, and Conveyance. Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of 20 years from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

3 Time

3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Cost and Payment

4.1 **Cost Participation.** Costs for the Project will be proportionate and allocated as follows:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
Master Plan and Airport Layout Plan	90%	5%	5%
Federal Committed:	\$ 303,030.00		
State:	\$ 16,835.00		
Grantee:	\$ 16,835.00		

The federal multiyear amount is an estimate only. These funds are not committed and are only available after being made so by the U.S. Government. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Grantee has complied with all terms of this Agreement and furnished all necessary records.

4.2 **Travel Expenses.** Blank.

4.3 **Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.

4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$16,835.00.

4.5 Payment

4.5.1 **Invoices.** Grantee will submit invoices for payment by Credit Application via email, Exhibit A, which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule: Monthly basis as needed.

4.5.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

4.5.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.5.4 **Grantee Payment Requirements.** Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of receipt of such invoice.

4.5.5 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will

make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.5.5.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

4.5.5.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.5.5.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.5.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.5.7 **Closeout Deliverables.** At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format. (3) Electronic files of planning documents (Airport Layout Plans – ALP) and Airport Zoning as a PDF and in a MicroStation compatible format and in GIS.

4.6 **Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.

5 Conditions of Payment

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

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Arika Johnson, Airport Development Section Supervisor, 395 John Ireland Boulevard, Mail Stop 410, Saint Paul MN 55155 (651) 356-1336, arika.johnson@state.mn.us, or their successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Brian Yavarow, City Engineer, 112 W WASHINGTON AVE, FERGUS FALLS MN 56537, 218-332-5413, brian.yavarow@fergusfallsmn.gov, or their successor. If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office. Notwithstanding the foregoing, when FAA issues a Letter Amendment on a federal grant agreement that results in an increase in federal funds beyond the total amount in this grant agreement (i.e., federal amendment), MnDOT's receipt of the Letter Amendment from FAA has the effect of amending the total amount in this grant

agreement.

- 7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 Liability

In the performance of this agreement, and to the extent permitted by law, Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

10.1 **Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights.

10.2.1 **Intellectual Property Rights.** State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

10.2.2 Obligations

10.2.2.1 **Notification.** Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will

immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.

- 10.2.2.2 **Representation.** Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee's or State's opinion is likely to arise, Grantee must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 **Publicity.** Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee's website when practicable.

12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

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

14 Termination; Suspension

14.1 **Termination.** The State or Commissioner of Administration may unilaterally terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if:

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent

that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 Suspension. The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 Fund Use Prohibited. The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.

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

18 Limitation. Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

19 Telecommunications Certification. By signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

20 Title VI/Non-discrimination Assurances. Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035.

Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

21 Additional Provisions

[Intentionally left blank.]

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STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15 and § 16C.05.

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that he/she is the _____ of the Municipality of _____, in the County of _____, State of Minnesota; that he/she has prepared the foregoing Credit Application, knows the contents thereof, that the same is a true and accurate record of disbursements made, and that the same is true of his/her own knowledge; and that this application is made by authority of the municipal council (or board) of said Municipality.

Signature

Subscribed and sworn to before me

this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

**STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and the City of Fergus Falls, 112 W WASHINGTON AVE, FERGUS FALLS MN 56537 ("Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat.§16B.98](#), Subd. 5, whichever is later. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on December 31st, 2028, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project A5601-58 which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits.** Exhibit A: Credit Application, Exhibit B: Grant Request Letter, and Exhibit C: Cost Split.

2 Grantee's Duties

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
- 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
- 2.4 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).
- 2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

2.6 Airport Operations, Maintenance, and Conveyance. Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of 20 years from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

3 Time

3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Cost and Payment

4.1 **Cost Participation.** Costs for the Project will be proportionate and allocated as follows:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
Master Plan and Airport Layout Plan (Phase 2)	90%	5%	5%
Federal Committed:	\$ 28,350		
State:	\$ 1,575		
Grantee:	\$ 1,575		

The federal multiyear amount is an estimate only. These funds are not committed and are only available after being made so by the U.S. Government. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Grantee has complied with all terms of this Agreement and furnished all necessary records.

4.2 **Travel Expenses.** Blank.

4.3 **Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.

4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$28,350

4.5 Payment

4.5.1 **Invoices.** Grantee will submit invoices for payment by Credit Application via email, Exhibit A, which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule: Monthly basis as needed.

4.5.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

4.5.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.5.4 **Grantee Payment Requirements.** Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of receipt of such invoice.

4.5.5 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will

make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.5.5.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

4.5.5.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.5.5.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.5.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.5.7 **Closeout Deliverables.** At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format. (3) Electronic files of planning documents (Airport Layout Plans – ALP) and Airport Zoning as a PDF and in a MicroStation compatible format and in GIS.

4.6 **Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.

5 Conditions of Payment

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

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Arika Johnson, Airport Development Section Supervisor, 395 John Ireland Boulevard, Mail Stop 410, Saint Paul MN 55155 (651) 356-1336, arika.johnson@state.mn.us, or their successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Brian Yavarow, City Engineer, 112 W WASHINGTON AVE, FERGUS FALLS MN 56537, 218-332-5413, brian.yavarow@fergusfallsmn.gov, or their successor. If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office. Notwithstanding the foregoing, when FAA issues a Letter Amendment on a federal grant agreement that results in an increase in federal funds beyond the total amount in this grant agreement (i.e., federal amendment), MnDOT's receipt of the Letter Amendment from FAA has the effect of amending the total amount in this grant

agreement.

- 7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 Liability

In the performance of this agreement, and to the extent permitted by law, Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

10.1 **Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights.

10.2.1 **Intellectual Property Rights.** State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

10.2.2 Obligations

10.2.2.1 **Notification.** Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will

immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.

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Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 Fund Use Prohibited. The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.

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

18 Limitation. Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

19 Telecommunications Certification. By signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

20 Title VI/Non-discrimination Assurances. Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035.

Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

21 Additional Provisions

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STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15 and § 16C.05.

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

Attachment A

Fergus Falls Municipal Airport

AIG 3-27-0031-20-23; AIG 3-27-0031-21-24; SP A5601-57/58

Grant - 31AUG2023

Master Plan and Airport Layout Plan

	Total Cost	Federal Share	State Share	Local Share
Master Plan and Airport Layout Plan	\$ 364,200.00	\$ 327,780.00	\$ 18,210.00	\$ 18,210.00
IFE	\$ 4,000.00	\$ 3,600.00	\$ 200.00	\$ 200.00
TOTAL	\$368,200.00	\$331,380.00	\$18,410.00	\$18,410.00

RESOLUTION

**AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR AIRPORT IMPROVEMENT
EXCLUDING LAND ACQUISITION**

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

- 1. That the state of Minnesota Agreement No. 1057671,
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for
State Project No. A5601-58 at the Fergus Falls Municipal Airport is accepted.

- 2. That the _____ and _____
are (Title) (Title)
authorized to execute this Agreement and any amendments on behalf of the
City of Fergus Falls.

CERTIFICATION

STATE OF MINNESOTA
COUNTY OF _____

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

(Name of the Recipient)

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

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____



Council Action Recommendation

Page 1 of 1

Meeting Date:

August 14, 2024 – Committee of the Whole

August 19, 2024 – City Council

Subject:

FAA Airport Rescue Grant Program (ARGP)

Recommendation:

- 1) Resolution accepting State Grant No. 1057675

Background/Key Points:

In August 2022, the City Council accepted the FAA Grant offer derived from the Covid relief funds. MnDOT is designated as the agent of the City to receive and disburse these Federal funds. Because of this, the State of Minnesota recently sent the attached State companion grant. I am requesting authorization to accept this grant offer.

Budgetary Impact:

There is no cost implications associated with this request. The previously approved Airport Rescue Grant Program (ARGP) amount is \$32,000.00. City staff is ready to submit reimbursement thru the State to close out this Federal grant.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. - City Engineer

Attachments:

State Grant 1057675

STATE OF MINNESOTA
AGENCY AGREEMENT for
FEDERAL AIRPORT EXPENSES REIMBURSEMENT

This agreement is entered into by and between the City of Fergus Falls (“Local Government”) and the State of Minnesota, acting through its Commissioner of Transportation (“MnDOT”).

RECITALS

1. Local Government has received an Airport Rescue Grant (“ARG”) under the American Rescue Plan Act of 2021 (H.R. 1319, Public Law 117-2) (“ARPA”) directly from the Federal Aviation Administration (“FAA”) to reimburse eligible airport expenses at Local Government’s airport.
2. This agreement is not a subgrant of the ARG funds. The FAA will be conducting oversight and monitoring the ARG funding (see ARPA FAQs for more information, at: https://www.faa.gov/airports/airport_rescue_grants/media/20211124_ARPA_FAQs.pdf).
3. Pursuant to Minnesota Statutes Sections 360.016 and 360.039, subd. 2, the Local Government desires MnDOT to act as the Local Government’s agent in accepting the federal funds on the Local Government’s behalf and disbursing the federal funds to the Local Government for expenses at the airport.

AGREEMENT TERMS

1. Term of Agreement

- 1.1. Effective Date: This agreement will be effective on the date the MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2.
- 1.2. Expiration Date: This agreement will expire on September 30, 2025.

2. Local Government’s Duties

- 2.1. The Local Government designates MnDOT to act as its agent in accepting the federal funds on its behalf and disbursing the federal funds to the Local Government for airport expenses deemed allowable by the FAA under the ARPA Act.
- 2.2. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to disburse the federal aid sought by the Local Government.
- 2.3. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations. The Local Government will comply with all requirements and assurances in the ARG Grant, which is incorporated into this contract by reference.

3. MnDOT’s Duties

- 3.1. MnDOT accepts designation as agent of the Local Government for the receipt of the federal funds and disbursement of the federal funds to the Local Government and will act in accordance herewith.
- 3.2. MnDOT will make the necessary requests to the FAA for authorization to disburse federal funds for airport expenses and for reimbursement of eligible costs under the ARPA Act.
- 3.3. MnDOT may withhold federal funds where the FAA determines that airport expenditures were not made in compliance with federal requirements.
- 3.4. MnDOT, the FAA, or duly authorized representatives of the state and federal government will have the right to audit the work performed under this agreement. The Local Government will make available

all books, records, and documents pertaining to the work hereunder, for a minimum of six years following the closing of the contract.

4. **Payment**

- 4.1. **Eligibility.** Eligible expenses under the act include costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments for the «Airport Name» Airport. Eligible expenses will be determined by the Federal Aviation Administration. Eligible expenses will be determined in accordance with FAA's Policy and Procedures Concerning the Use of Airport Revenues, 64 Federal Register 7696 (64 FR 7696), as amended by 79 Federal Register 66282 (79 FR 66282), which is incorporated into this agreement by reference, and the ARPA Act.
- 4.2. **Reimbursement.** Local Government has been awarded \$32,000 in Federal ARPA Act funding to reimburse federally-eligible expenses at airport(s) it operates. Local Government will be reimbursed for 100% of federally-eligible expenses not reimbursed by any other source. The Local Government will pay any part of the cost or expense that is not paid by federal, state, or other funds. MnDOT will receive the federal funds to be paid by the FAA for eligible expenses and will reimburse the Local Government from said federal funds for each payment request, subject to the limits of those funds.
- 4.3. **Payment Requests.** The Local Government will prepare payment requests in accordance with the terms of the federal award.
 - 4.3.1. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may work directly with FAA to receive the federal funds under the ARPA Act grant pursuant to any terms and conditions imposed by FAA.
- 4.4. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for the Local Government's failure to comply with federal requirements. The Local Government agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.
- 4.5. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement and submit all financial, performance, and other reports as required by the terms of the Federal award. The FAA will determine whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed.

5. **Conditions of Payment.** Local Government's use of federal funds disbursed under this agreement must be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive reimbursement under this Agreement for expenses that are not eligible as described in Section 4.1 above.

6. **Authorized Representatives**

- 6.1. MnDOT's Authorized Representative is:

Name: Jessica McBroom, or her successor or designee.

Title: Grants Specialist

Email: jessica.mcbroom@state.mn.us

6.2. The Local Government's Authorized Representative is:

Name: Ben Schierer
Title: Mayor
Email: ben.schierer@ci.fergus-falls.mn.us
Address: City of Fergus Falls
112 W Washington Ave
Fergus Falls, MN 56537

If the Local Government's Authorized Representative changes at any time during this agreement, the Local Government will immediately notify MnDOT.

7. Assignment Amendments, Waiver, and Agreement Complete

- 7.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2. **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.3. **Waiver.** If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 7.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5. **Severability.** If any provision of this Agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 7.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

8. Liability and Claims

- 8.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability. Minnesota Statutes Section 466.04 governs Local Government Liability.
- 8.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to this agreement. The Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any and all lawful claims or costs arising out of or incidental to Local Government's acts or omissions under this agreement and any *ultra vires* acts, including reasonable attorney fees incurred by MnDOT.

9. Audits

9.1. Under Minn. Stat. § 16C.05, Subd.5, the Local Government's books, records, documents, and accounting procedures and practices of the Local Government, or other party relevant to this agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.

9.2. All requests for reimbursement are subject to audit by FAA or MnDOT.

10. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this agreement.
11. **Workers Compensation.** The Local Government certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.
12. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
13. **Termination for Cause.** MnDOT may terminate this agreement if Local Government fails to observe or perform any of the terms, conditions, or covenants required to be observed or performed by it pursuant to this agreement and such failure continues for a period of 30 calendar days after MnDOT has given written notice to Local Government of such default or, in the event that such default shall be incapable of cure with reasonable diligence during said 30 day period, shall have failed to commence to cure said default within 30 days of the date of said notice and to diligently pursue the same to completion.
14. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Local Government consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
15. **Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a federal or state contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this agreement.
16. **Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59, if applicable, which requires that every contract for or on

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

17. **Limitation.** Under this contract, MnDOT is only responsible for disbursing funds. Nothing in this contract will be construed to make MnDOT a principal, co-principal, partner, or joint venturer with respect to this agreement. MnDOT may provide technical advice and assistance as requested by the Local Government, however, the Local Government will remain responsible for all aspects of administering this agreement.

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LOCAL GOVERNMENT

Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: _____

Date: _____

SWIFT Contract # _____

SWIFT Purchase Order # _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____



Council Action Recommendation

Page 1 of 1

Meeting Date: August 14, 2024

Subject: Upgrade & Replace Emergency Medical and Rescue Equipment

Recommendation: Approve using State Public Safety Funds to replace and upgrade

Background/Key Points: The State of Minnesota has provided the City of Fergus Falls with Public Safety Fund monies. The Police and Fire Departments are looking to use \$22,000 of those funds to replace and or upgrade a variety of emergency medical, trauma and rescue equipment that are used by our agencies. Items include but are not limited to water/ice rescue equipment, drone, upgraded LifePak Monitor/AED, replacement AED batteries, pulse oximeters, and assorted trauma equipment. This equipment is used routinely while responding to medical and trauma related emergencies and rescue events within the community.

Budgetary Impact: Approximately \$22,000 will be used from the State Public Safety Funds to cover the costs of the equipment.

Respectfully Submitted: Kile Bergren, Chief of Public Safety

Attachments:

ORDINANCE NO. 61, EIGHTH SERIES

**AN ORDINANCE OF THE CITY OF FERGUS
FALLS, MINNESOTA, AMENDING FRANCHISE
AGREEMENT OF SPECTRUM MID-AMERICA,
LLC, SUCCESSOR IN INTEREST TO CC VIII
OPERATING, LLC, AND EXTENDING ITS TERM.**

THE CITY OF FERGUS FALLS DOES ORDAIN:

WHEREAS, Spectrum Mid-America, LLC, successor-in-interest to CC VIII Operating, LLC (“Grantee”), currently holds a Franchise Agreement with the City of Fergus Falls, Minnesota (“Grantor or City”) which became effective on November 5, 2016, under Ordinance No. 51, Seventh Series; and

WHEREAS, the Grantee desires to make the following amendments to said Franchise Agreement

Section 1. Subd. 4, Standards of Service, subparagraph (J), is hereby amended to read as follows:

- J. **Subscribed Charges for Extensions of Service.** No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Subdivision 4(I) above, the Grantee shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/non-standard Installation charges to extend the Cable System from the tap to the residence.

Section 2. Subd. 4, Standards of Service, subparagraph (L), entitled Service to Public Buildings, is hereby deleted in its entirety.

Section 3. Subd. 4, Standards of Service, subparagraph (M), is hereby amended to read as follows:

- M. **Emergency Use.** Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System (“EAS”).

Section 4. Subd. 5, Regulation by City, subparagraph (A), is hereby amended to read as follow:

- A. **Franchise Fee.** During the term of this franchise extension, the City does not require the Grantee to pay the Grantor a franchise fee.

Section 5. Subd. 5, Regulation by City, subparagraph (F), is hereby amended to read as follows:

- F. **City's Right to Purchase System.** The City shall be entitled to a right of first refusal of any bona fide offer to purchase the Grantee as set forth in Section E above, but only if and for so long as such a right is required to be part of a franchise under Minnesota law. Bona fide offer as used in this Section means a written offer which has been accepted by Grantee subject to City's rights under this Franchise. The price to be paid by City shall be the bona fide offer for the Cable System including the same terms and conditions as the bona fide offer. The City shall notify Grantee of its decision to purchase within ninety (90) days of City's receipt from Grantee of a copy of written bona fide offer. If the City decides to exercise this right of first refusal, the City must complete its acquisition of the Cable System within 60 days after notifying Grantee of its decision to do so.

Section 6. Subd. 11, Miscellaneous Provisions, subparagraph (E), Notice, is amended in part to read as follows:

The notices or responses to the Grantee shall be addressed as follows:

Charter Communications, Inc.
Attn: Vice President, Local Government Affairs & Franchising
601 Massachusetts Ave. NW, Suite 400W
Washington, DC 20001

Section 7. Said Franchise Agreement shall be extended to November 4, 2036, and all other terms and conditions of said Franchise Agreement effective on November 5, 2016, shall remain the same. Grantor and Grantee reserve all rights under the formal procedures of Section 626 of Title VI of the Communications Act of 1934, as amended and do not waive any rights related thereto.

Section 8. 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 FRANCHISE
AGREEMENT OF SPECTRUM MID-AMERICA,
LLC, SUCCESSOR IN INTEREST TO CC VIII
OPERATING, LLC, AND EXTENDING ITS TERM.**

Section 9. 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/Ord61

ORDINANCE NO. 59, EIGHTH SERIES

**AN ORDINANCE OF THE CITY OF FERGUS
FALLS, MINNESOTA, ADDING CITY CODE
CHAPTER 121 ENTITLED CANNABIS
BUSINESSES AND SALES.**

THE CITY OF FERGUS FALLS DOES ORDAIN:

CHAPTER 121. CANNABIS BUSINESSES AND SALES

ADMINISTRATION

121.01 *Findings and Purpose.* The City of Fergus Falls makes the following legislative findings:

The purpose of this ordinance is to implement the provisions of Minnesota Statutes, Chapter 342, which authorizes the City of Fergus Falls to protect the public health, safety, welfare of the City residents by regulating cannabis businesses within the legal boundaries of the City of Fergus Falls.

The City of Fergus Falls finds and concludes that the proposed provisions are appropriate and lawful land use regulations for the City of Fergus Falls, that the proposed amendments will promote the community's interest in reasonable stability in zoning for now and in the future, and that the proposed provisions are in the public interest and for the public good.

121.02 *Authority and Jurisdiction.* The City of Fergus Falls has the authority to adopt this ordinance pursuant to:

A. Minn. Stat. 342.13(c), regarding the authority of a local unit of government to adopt reasonable restrictions of the time, place, and manner of the operation of a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses.

B. Minn. Stat. 342.22, regarding the local registration and enforcement requirements of state-licensed cannabis retail businesses and lower-potency hemp edible retail businesses.

C. Minn. Stat. 152.0263, Subd. 5, regarding the use of cannabis in public places.

D. Minn. Stat. 462.357, regarding the authority of a local authority to adopt zoning ordinances.

This Ordinance shall be applicable to the legal boundaries of the City of Fergus Falls.

121.03 *Severability*. If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

121.04 *Enforcement*. The City Administrator and designated staff are responsible for the administration and enforcement of this ordinance. Any violation of the provisions of this ordinance or failure to comply with any of its requirements constitutes a misdemeanor and is punishable as defined by law. Violations of this ordinance can occur regardless of whether or not a permit is required for a regulated activity listed in this ordinance.

121.05 *Definitions*.

A. Unless otherwise noted in this section, words and phrases contained in Minn. Stat. 342.01 and the rules promulgated pursuant to any of these acts, shall have the same meanings in this ordinance.

B. *Cannabis Cultivation*: A cannabis business licensed to grow cannabis plants within the approved amount of space from seed or immature plant to mature plant, harvest cannabis flower from mature plant, package and label immature plants and seedlings and cannabis flower for sale to other cannabis businesses, transport cannabis flower to a cannabis manufacturer located on the same premises, and perform other actions approved by the office.

C. *Cannabis Retail Businesses*: A retail location and the retail location(s) of a mezzobusinesses with a retail operations endorsement, microbusinesses with a retail operations endorsement, medical combination businesses operating a retail location, and lower-potency hemp edible retailers.

D. *Cannabis Retailer*: Any person, partnership, firm, corporation, or association, foreign or domestic, selling cannabis product to a consumer and not for the purpose of resale in any form.

E. *Conditional Use*: "Conditional use" means a land use or development as defined by ordinance that would not be appropriate generally but may be allowed with appropriate restrictions as provided by official controls upon a finding that certain conditions as detailed in the zoning ordinance exist and (2) the use or development conforms to existing land use plans of the city and (3) is compatible with the existing neighborhood.

F. *Daycare*: A location licensed with the Minnesota Department of Human Services to provide the care of a child in a residence outside the child's own home for gain or otherwise, on a regular basis, for any part of a 24-hour day.

G. *Interim Use*: An "interim use" is a temporary use of property until a particular date, until the occurrence of a particular event, or until zoning regulations no longer permit it.

H. Lower-potency Hemp Edible: As defined under Minn. Stat. 342.01 Subd. 50.

I. *Office of Cannabis Management*: Minnesota Office of Cannabis Management, referred to as “OCM” in this ordinance.

J. *Place of Public Accommodation*: A business, accommodation, refreshment, entertainment, recreation, or transportation facility of any kind, whether licensed or not, whose goods, services, facilities, privileges, advantages or accommodations are extended, offered, sold, or otherwise made available to the public.

J. *Preliminary License Approval*: OCM pre-approval for a cannabis business license for applicants who qualify under Minn. Stat. 342.17.

K. *Public Place*: A public park or trail, public street or sidewalk; any enclosed, indoor area used by the general public, including, but not limited to, restaurants; bars; any other food or liquor establishment; hospitals; nursing homes; auditoriums; arenas; gyms; meeting rooms; common areas of rental apartment buildings, and other places of public accommodation.

L. *Residential Treatment Facility*: As defined under Minn. Stat. 245.462 Subd. 23.
12. Retail Registration: An approved registration issued by the City of Fergus Falls to a state-licensed cannabis retail business.

M. *School*: A public school as defined under Minn. Stat. 120A.05 or a nonpublic school that must meet the reporting requirements under Minn. Stat. 120A.24.

N. *State License*: An approved license issued by the state of Minnesota’s office of cannabis management to a cannabis retail business.

REGISTRATION OF CANNABIS BUSINESSES

121.06 *Consent to Registering of Cannabis Businesses.*

A. No individual or entity may operate a state-licensed cannabis retail business within the City of Fergus Falls without first registering with the City of Fergus Falls.

B. The City of Fergus Falls only accepts an application for an individual or entity from the OCM for retail registration.

C. Any state-licensed cannabis retail business that sells to a customer or patient without valid retail registration shall incur a civil penalty of \$2,000 for each violation.

D. An individual or entity that has a retail registration in the City of Fergus Falls must be in compliance with all applicable provisions of Chapter 342.

121.07 *Compliance Checks Prior to Retail Registration.*

Prior to issuance of a cannabis retail business registration, the City of Fergus Falls shall conduct a preliminary compliance check to ensure compliance with local ordinances.

Pursuant to Minn. Stat. 342, within 30 days of receiving a copy of a state license application from OCM, the City of Fergus Falls shall certify on a form provided by OCM whether a proposed cannabis retail business complies with local zoning ordinances and whether a proposed cannabis retail business complies with the state fire code and building code. All cannabis businesses must always be in compliance with all state building and fire codes.

121.08 *Registration and Application Procedure.*

An applicant will submit an application to the OCM and after it has received preliminary approval, the application will be forwarded to the City of Fergus Falls to meet retail registration requirements.

121.08.1 *Fees.*

A registration fee, as established in the City of Fergus Falls's fee schedule, shall be charged to applicants depending on the type of retail business license applied for.

An initial retail registration fee shall not exceed \$500 or half the amount of an initial state license fee under Minn. Stat. 342.11, whichever is less. The initial registration fee shall include the initial retail registration fee and the first annual renewal fee.

Any renewal retail registration fee imposed by City of Fergus Falls shall be charged at the time of the second renewal and each subsequent renewal thereafter.

A renewal retail registration fee shall not exceed \$1,000 or half the amount of a renewal state license fee under Minn. Stat. 342.11.

A medical combination business operating an adult-use retail location may only be charged a single registration fee, not to exceed the lesser of a single retail registration fee, defined under this section, of the adult-use retail business.

121.08.2 *Application Submittal.*

The City of Fergus Falls shall issue a retail registration to a state-licensed cannabis retail business that adheres to the requirements of Minn. Stat. 342.22.

A. An applicant for a retail registration shall fill out an application form as provided by the City of Fergus Falls. Said form shall include, but is not limited to:

- (1) Full name of the property owner and applicant;
- (2) Address, email address, and telephone number of the applicant;
- (3) The address and parcel ID for the property which the retail registration is sought;
- (4) Certification that the applicant complies with the requirements of local ordinances established pursuant to Minn. Stat. 342.13.

B. The applicant shall include with the form:

- (1) the application fee as required in Section 121.08.1;
- (2) a copy of a valid state license or written notice of OCM license preapproval;
- (3) Site plan;
- (4) Security plan;
- (5) Signage plan;
- (6) Odor control plan
- (7) Waste management plan

C. Once an application is considered complete, the City shall inform the applicant as such, process the application fees, and forward the application to the City Council for approval or denial.

D. The application fee shall be non-refundable once processed.

121.08.3 *Application Approval.*

A. A state-licensed cannabis retail business application shall not be approved if the cannabis retail business would exceed the maximum number of registered cannabis retail businesses permitted under section 121.11.

B. A state-licensed cannabis retail business application shall not be approved or renewed if the applicant is unable to meet the requirements of this ordinance.

121.08.4 *Selection Process.*

If multiple applications for a state-licensed cannabis retail business are received within a 30-day period and the total would exceed the maximum number of registered businesses permitted under section 121.11, City Council may create a policy regarding the selection process.

121.08.5 *Annual Compliance Checks.*

The City of Fergus Falls shall complete at minimum one compliance check per calendar year of every cannabis business to assess if the business meets age verification requirements, as required under Minn. Stat. 342.22 Subd. 4(b) and Minn. Stat. 342.24.

Age verification compliance checks shall involve persons at least 17 years of age but under the age of 21 who, with the prior written consent of a parent or guardian if the person is under the age of 18, attempt to purchase adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products under the direct supervision of a law enforcement officer or an employee of the local unit of government.

Any failures under this section must be reported to the Office of Cannabis Management.

121.08.6 *Location Change.*

A state-licensed cannabis retail business shall be required to submit a new application for registration under section 121.08.2 if it seeks to move to a new location still within the legal boundaries of the City of Fergus Falls.

121.09 *Renewal of Registration.*

The City of Fergus Falls can renew an annual registration of a state-licensed cannabis retail business at the same time OCM renews the cannabis retail business' license.

A state-licensed cannabis retail business shall apply to renew registration on a form established by the City of Fergus Falls.

A cannabis retail registration issued under this ordinance cannot be transferred. A renewal registration shall comply with this ordinance.

121.09.1 *Renewal Fees.* The City of Fergus Falls may charge a renewal fee for the registration starting at the second renewal, as established in the City of Fergus Falls' fee schedule.

121.10 *Suspension of Registration.*

121.10.1 *When Suspension is Warranted.*

The City of Fergus Falls may suspend a cannabis retail business's registration if it violates the ordinance of the City of Fergus Falls or poses an immediate threat to the health or safety of the public.

121.10.2 *Notification to OCM.*

The City of Fergus Falls shall immediately notify the OCM in writing the grounds for the suspension. OCM will provide the City of Fergus Falls and a cannabis business retailer a response to the complaint within seven calendar days and perform any necessary inspections within 30 calendar days.

121.10.3 *Length of Suspension.*

The suspension of a cannabis retail business registration may be for up to 30 calendar days, unless OCM suspends the license for a longer period. The business may not make sales to customers if their registration is suspended.

The City of Fergus Falls may reinstate a registration if it determines that the violation(s) have been resolved.

The City of Fergus Falls shall reinstate a registration if OCM determines that the violation(s) have been resolved.

121.10.4 *Civil Penalties.*

Subject to Minn. Stat. 342.22, Subd. 5(e) the City of Fergus Falls may impose a civil penalty, as specified in the City of Fergus Falls' fee schedule, for registration violations, not to exceed \$2,000.

121.11 *Limiting of Registrations.*

A jurisdiction may choose to set a limit on the number of retail registrations within its boundaries. The jurisdiction may not, however, limit the number of registrations to fewer than one per 12,500 residents.

The City shall issue at least one registration for a cannabis retail business and may issue up to two. The City may further limit the number of cannabis retail businesses per zone.

REQUIREMENTS FOR CANNABIS BUSINESSES

121.12 *Minimum Buffer Requirements.*

The City of Fergus Falls shall prohibit the operation of a cannabis business within 250 feet of a school as measured from the edge of the real property on which the school is located.

The City of Fergus Falls shall prohibit the operation of a cannabis business within 250 feet of a day care as measured from the edge of the real property on which the day care is located.

The City of Fergus Falls shall prohibit the operation of a cannabis business within 250 feet of a residential treatment facility as measured from the edge of the real property on which the residential treatment facility is located.

The City of Fergus Falls shall prohibit the operation of a cannabis business within 250 feet of an attraction within a public park that is regularly used by minors, including a playground or athletic field, as measured from the edge of the real property on which the public park, playground or athletic field is located.

The City of Fergus Falls shall prohibit the operation of a cannabis business within 250 feet of another cannabis retail business as measured from the edge of the real property on which another cannabis retail business is located.

Pursuant to Minn. Stat. 462.367 Subd. 14, nothing in section 121.12 shall prohibit an active cannabis business or a cannabis business seeking registration from continuing operation at the same site if a school, daycare, residential treatment facility, or attraction

within a public park that is regularly used by minors moves within the minimum buffer zone.

121.13 *Zoning and Land Use.*

All Cannabis Businesses must adhere to the zoning requirements as outlined in city code Chapter 154. No Cannabis Business may operate in any residential zone of the city.

121.14 *Hours of Operation.*

Cannabis businesses are limited to retail sale of cannabis, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products between the hours of 9 AM and 9 PM.

121.15 *Advertising.*

Cannabis businesses are permitted to erect up to two fixed signs on the exterior of the building or property of the business unless otherwise limited by the City of Fergus Falls' sign ordinances.

TEMPORARY CANNABIS EVENTS

121.16 *License or Permit Required for Temporary Cannabis Events*

121.16.1 *Permit Required.*

A permit is required to be approved and issued by the City of Fergus Falls prior to holding a temporary cannabis event at which there is to be on-site consumption of cannabis.

121.16.2 *Registration and Application Procedure.*

A registration fee, as established in the City of Fergus Falls' fee schedule, shall be charged to applicants for temporary cannabis events.

121.16.3 *Application Submittal and Review.*

The City of Fergus Falls shall require an application for temporary cannabis events.

A. An applicant for a retail registration shall fill out an application form, as provided by the City of Fergus Falls. Said form shall include, but is not limited to:

1. Full name of the property owner and applicant;
2. Address, email address, and telephone number of the applicant;
3. Site plan or diagram of the premises;
4. An emergency event plan.

B. The applicant shall include with the form:

1. the application fee as required in Section 121.16.2;
2. a copy of the OCM cannabis event license application, submitted pursuant to 342.39 subd. 2.

The application shall be submitted to the City of Fergus Falls for review. If the City determines that a submitted application is incomplete, they shall return the application to the applicant with the notice of deficiencies.

C. Once an application is considered complete, the designee shall inform the applicant as such, process the application fees, and forward the application to the city administrator's office for approval or denial.

D. The application fee shall be non-refundable once processed.

E. The application for a permit for a temporary cannabis event shall meet the following standards:

The cannabis event must meet minimum buffering requirements of 500 feet from any day care, residential treatment facility, park and 1000' feet from any school or residence as measured from the edge of the real property on which the day care, residential treatment facility, park, school or residence is located.

An event may not exceed more than four days and may only operate between the hours of 9 am and 9 pm.

A request for a Temporary Cannabis Event that meets the requirements of this section shall be approved.

F. A request for a Temporary Cannabis Event that does not meet the requirements of this section shall be denied. The City of Fergus Falls shall notify the applicant of the standards not met and basis for denial.

Temporary cannabis events at which there is consumption of cannabis shall only be held on private property.

LOWER-POTENCY HEMP EDIBLES

121.17 *Zoning Districts.* All sales of Lower-Potency Hemp Edibles are restricted to a B3 or higher zone as outlined in City Ordinance No. 58, Eighth Series. The sale of Lower-Potency Hemp Edibles are outlined in City Code Chapter 120.

121.18 *Beverages.*

No person shall sell or offer to sell Low Potency Hemp Beverages or Hemp derived THC beverage products without an on-sale liquor license issued by the City of Fergus Falls.

The City shall establish a fee for a Low Potency Hemp Beverages or Hemp derived THC beverage license.

An establishment must meet the zoning requirements of a normal alcohol establishment in order to receive a Low Potency Hemp Beverages or Hemp derived THC beverage license.

The sale of low potency hemp beverages is permitted in a municipal liquor store.

121.19 Sale and Consumption of Product.

The sale of Low-Potency Edibles are prohibited in any liquor establishment.

Onsite consumption of Low-Potency Hemp Beverages or Hemp derived THC beverages are only allowed at licensed on-sale establishments. The onsite sale and consumption of Low-Potency Hemp Beverages or Hemp derived THC beverages must be done in compliance with all laws of the state.

USE IN PUBLIC PLACES

121.20 No person shall use cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public place or a place of public accommodation unless the premises is an establishment or an event licensed to permit on-site consumption of adult-use.

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

Summary Publication. Pursuant to Minn. Stat. §412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance.

ORDINANCE NO. 59, EIGHTH SERIES

**AN ORDINANCE OF THE CITY OF FERGUS
FALLS, MINNESOTA, ADDING CITY CODE
CHAPTER 121 ENTITLED CANNABIS
BUSINESSES AND SALES.**

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/Ord59

Fergus Falls Housing & Redevelopment Authority

Email: ffhra@fergusfallshra.com Website: www.fergusfallshra.com

HRA OFFICE and TIMBER PLACE TOWNHOMES

1151 Friberg Avenue, Fergus Falls, MN 56537
Phone: (218) 739-3249
Fax: (218) 736-4706



RIVERVIEW HEIGHTS
205 North Sheridan Avenue
Fergus Falls, MN 56537
Phone: (218) 739-9498
Fax: (218) 736-4706

August 7, 2024

Andrew Bremseth, City Administrator
City of Fergus Falls
112 West Washington Ave.
Fergus Falls, MN 56537

Andrew:

This is a request by the Fergus Falls Housing and Redevelopment Authority (HRA) for 2025 operational funds as allowed by Minnesota Statute.

Tax levy funds continue to be vitally important to the Fergus Falls HRA as funds received from Federal and State programs are less than adequate to cover the cost of administration. Program funds directly assisting lower income families have been stable through 2024. However, a portion of the funding required for the administration of these programs is being passed on to local units of government in the areas the programs are benefiting.

According to the Otter Tail County Assessors office, Fergus Falls has 6,452 parcels with a total estimated market value of \$1,383,727,200.00. I am requesting approval of the statutory maximum which provides approximately \$255,989.00 to the HRA. This is an increase of \$12,613.00 or 5% from last year, allowing us to continue our mission.

We're proud to announce that construction of Garitz Grove Apartments was complete in January. 14 of the 24 units are full and we are processing applications for remaining vacancies. Permanent Supportive Housing serves a critical need in Fergus Falls. It helps end the cycle of some of our most vulnerable citizens becoming unhoused and facing few options for stability. Two full-time case managers office at Garitz Grove, and other service providers are onsite weekly.

Timber Place is a 20-unit tax credit townhome complex consisting of two and three-bedroom units, each with an attached garage space. All units are full and 12 families are on the waiting list. Timber Place Townhomes is one of the most affordable developments in Fergus Falls with 2-bedroom rents advertised at \$750/month and 3-bedroom rents advertised at \$850/month.

Riverview Heights offers 59 one-bedroom units of Public Housing and we offer 8 three-bedroom scattered site duplexes in Fergus Falls. Our Public Housing units are all full. There is a waiting list of 70 applicants for Riverview Heights and 60 for family duplexes.

Housing and Urban Development recently opened a competitive application to fund a ROSS (Resident Opportunity and Self Sufficiency) Coordinator. Our application is in process and will be submitted ahead of the September 30 deadline. The purpose of the ROSS Coordinator



Providing Housing Opportunities in Fergus Falls since 1950

program is to provide funding to hire and maintain a Service Coordinator who will assess the needs of residents of Public Housing and coordinate available resources in the community to meet those needs. This program works to promote the development of local strategies to coordinate the use of assistance under the Public Housing program with public and private resources, for supportive services and resident empowerment activities. These services should enable participating families to increase earned income, reduce or eliminate the need for welfare assistance, make progress toward achieving economic independence and housing self-sufficiency. In the case of elderly or disabled residents, services help improve living conditions and enables residents to age-in-place. If our application is approved, I anticipate the use of tax levy funding to cover a portion of this position.

The HRA's most recognized program is the voucher program providing reduced rent for families in regular market rate rentals in Fergus Falls, with the subsidy paid directly to landlords. Housing Assistance Payments (HAP) totaled \$102,494.00 for August and we assisted 191 families in Fergus Falls. Three types of vouchers are being administered by the HRA: Stability, Mainstream, and Housing Choice. Stability Vouchers assist those who are currently unhoused or are facing homelessness. Mainstream Vouchers are special purpose vouchers that aid non-elderly applicants with a disability. Applications for vouchers outnumber our ability to assist, and we continually look for additional programs that could be of benefit. Our waiting list for rental assistance exceeds 300 and the wait time is more than 18 months.

Minnesota Housing has announced a new program that will benefit income qualifying renters in Fergus Falls. "Bring it Home Minnesota" is a state funded rental assistance program, similar to the federally funded Housing Choice Voucher program. Fergus Falls HRA will be following through the application process and additional funding for qualified applicants will be available to help renters in Fergus Falls some time in 2025.

As in years past, I hope this proposal will be given favorable consideration so that we may continue meeting the housing needs of lower-income families and individuals within the City of Fergus Falls. My time for presenting this request will be limited, and the information within this letter offers a narrow view of the important work done at the HRA. Please accept my invitation to visit us at any of our properties. I'd be happy to discuss in greater detail the programs we currently offer and the possibilities of developing additional programs that can be of benefit to the city and its residents.

If you have any questions, please feel free to call me.

Sincerely,



Mikel B. Olson, Executive Director
cc: Mayor, Ben Schierer

RESOLUTION ALLOWING CLAIMS & ORDERING PAYMENT THEREOF

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

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

General

A-1 LOCK & KEY LLC	REKEY HANGAR 6 TO NEW KEY	160.20
AT&T MOBILITY	CELL PHONE DATA	89.44
AT&T MOBILITY	DATA PLANS/FIRE CHIEF	49.76
AT&T MOBILITY	DATA PLANS/PREVENTION CHIEF	94.71
AT&T MOBILITY	DATA PLANS/TRAINING CHIEF	49.76
ADMINISTRATOR'S CONTINGENCY FD	JULY 2024 ANALYSIS SVC CHARGE	176.91
ADMINISTRATOR'S CONTINGENCY FD	JULY 2024 INTEREST EARNED	.02-
ADMINISTRATOR'S CONTINGENCY FD	JUNE TIRE REPAIR	159.42
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PAVILION DEPOSIT-ANDERS	100.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PAVILION DEPOSIT-BACHME	100.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PAVILION DEPOSIT-GIDEON	100.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PAVILION DEPOSIT-GLENDE	100.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PAVILION DEPOSIT-O'BRIE	100.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PLPS DEPOSIT-BROWN	25.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PLPS DEPOSIT-DFL/KIMBAL	25.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PLPS DEPOSIT-MURDOFF	25.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PLPS DEPOSIT-ODDEN	25.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PLPS DEPOSIT-PETERSON	25.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PLPS DEPOSIT-ST OF MN	25.00
ALEX GLASS & GLAZING	JULY HANDICAP OPERATOR	3,650.00
ALEX GLASS & GLAZING	JUNE HANDICAP OPERATOR	3,650.00
ALPHA TRAINING & TACTICS LLC	SONSTEBO UNIFORM PURCHASE	54.24
VESTIS	JULY LINEN SUPPLY	1,047.74
VESTIS	AUGUST LINEN SUPPLY	37.91
ATLAS OUTDOOR SERVICES LLC	CONTRACT MOWING AT 105 E FIR	330.00
ATLAS OUTDOOR SERVICES LLC	CONTRACT MOWING AT 1128 S	105.00
ATLAS OUTDOOR SERVICES LLC	CONTRACT MOWING AT 202 W	110.00
ATLAS OUTDOOR SERVICES LLC	CONTRACT MOWING AT 312 W	110.00
ATLAS OUTDOOR SERVICES LLC	CONTRACT MOWING AT 403 FRIBERG	105.00
ATLAS OUTDOOR SERVICES LLC	CONTRACT MOWING AT 417 W	462.50
ATLAS OUTDOOR SERVICES LLC	CONTRACT MOWING AT 424	275.00

General

ATLAS OUTDOOR SERVICES LLC	CONTRACT MOWING AT 513 E	550.00
ATLAS OUTDOOR SERVICES LLC	CONTRACT MOWING AT 514 W	82.50
ATLAS OUTDOOR SERVICES LLC	CONTRACT MOWING AT 515 E	105.00
ATLAS OUTDOOR SERVICES LLC	CONTRACT MOWING AT 516 W	27.50
ATLAS OUTDOOR SERVICES LLC	CONTRACT MOWING AT 524 W	27.50
ATLAS OUTDOOR SERVICES LLC	CONTRACT MOWING AT 527 W	220.00
ATLAS OUTDOOR SERVICES LLC	CONTRACT MOWING AT 528 WESTERN	160.00
ATLAS OUTDOOR SERVICES LLC	CONTRACT MOWING AT 529 W	55.00
ATLAS OUTDOOR SERVICES LLC	CONTRACT MOWING AT 548 W	82.50
ATLAS OUTDOOR SERVICES LLC	CONTRACT MOWING AT 729 W MAPLE	55.00
ATLAS OUTDOOR SERVICES LLC	CONTRACT MOWING AT 803 W	55.00
ATLAS OUTDOOR SERVICES LLC	CONTRACT MOWING AT 804 N	165.00
ATLAS OUTDOOR SERVICES LLC	CONTRACT MOWING AT 811 W	82.50
ATLAS OUTDOOR SERVICES LLC	CONTRACT MOWING AT 812 W	192.50
ATLAS OUTDOOR SERVICES LLC	CONTRACT MOWING AT 829 E	110.00
ATLAS OUTDOOR SERVICES LLC	CONTRACT MOWING AT 917 PEBBLE	220.00
ATLAS OUTDOOR SERVICES LLC	CONTRACT MOWING FOR 222 E	165.00
ATLAS OUTDOOR SERVICES LLC	CONTRACT MOWING FOR 522 E	220.00
ATLAS OUTDOOR SERVICES LLC	CONTRACT MOWING FOR 529 W	82.50
ATLAS OUTDOOR SERVICES LLC	CONTRACT MOWING FOR 706 E	220.00
ATLAS OUTDOOR SERVICES LLC	CONTRACT MOWING FOR 528 W	27.50
AUTO VALUE - FERGUS FALLS	JULY SCBA COMPRESSOR BELTS	41.98-
CSG JANITORIAL	CLEANING 7/28-8/4	500.00
BMO FINANCIAL GROUP	BATTERIES	53.98
BMO FINANCIAL GROUP	BURGER FEED SUPPLIES	202.58
BMO FINANCIAL GROUP	CEDERBERG RETURN ITEM	99.98-
BMO FINANCIAL GROUP	CEDERBERG RETURN ITEM/POSTAGE	17.03
BMO FINANCIAL GROUP	CEDERBERG UNIFORM PURCHASE	649.24
BMO FINANCIAL GROUP	CITY HALL COFFEE	38.94
BMO FINANCIAL GROUP	CLEANING KITCHEN SUPPLIES	16.16
BMO FINANCIAL GROUP	CLEANING SUPPLIES	55.04
BMO FINANCIAL GROUP	CREDIT CANCELLED ORDER	189.83-
BMO FINANCIAL GROUP	ESTEP TRAINING CLASS FEE	595.00
BMO FINANCIAL GROUP	FLASH DRIVES	69.98
BMO FINANCIAL GROUP	HEERTS/UHRICH HOLSTERS	103.47
BMO FINANCIAL GROUP	HEINEN TRAINING FEE	179.00
BMO FINANCIAL GROUP	JULY ANT KILLER LIQUID BAITS	5.97
BMO FINANCIAL GROUP	JULY AUTOCAD WEB MONTHLY FEE	10.79
BMO FINANCIAL GROUP	JULY BASIC FIREFIGHTERS CLASS	600.00-
BMO FINANCIAL GROUP	JULY BURGER FEST	94.63
BMO FINANCIAL GROUP	JULY CLEANER, STORAGE BAGS	15.48
BMO FINANCIAL GROUP	JULY CONCESSIONS SUPPLIES	298.87
BMO FINANCIAL GROUP	JULY CONCRETE SCREW ANCHOR	69.98

General

BMO FINANCIAL GROUP	JULY COUPLING,PVC BALL VALVE	11.67
BMO FINANCIAL GROUP	JULY EARHOOK AND EARTIPS	71.80
BMO FINANCIAL GROUP	JULY E13 PUMP	59.47
BMO FINANCIAL GROUP	JULY FAN SPRAY TIP NOZZLE	18.79
BMO FINANCIAL GROUP	JULY FIRING OPERATIONS CLASS	340.00-
BMO FINANCIAL GROUP	JULY HAZMAT RESPONSE BOOK	43.99
BMO FINANCIAL GROUP	JULY HD COPPER CLEANING GEL	59.72
BMO FINANCIAL GROUP	JULY KIDS KAMP ICE CREAM	145.88
BMO FINANCIAL GROUP	JULY KIDS KAMP SUPPLIES	17.23
BMO FINANCIAL GROUP	JULY LANDING NET	58.99
BMO FINANCIAL GROUP	JULY MOTOR FOR ADJUSTABLE BASE	82.42
BMO FINANCIAL GROUP	JULY MOTOR FUEL	26.00
BMO FINANCIAL GROUP	JULY ON/OFF TOGGLE SWITCH	43.05
BMO FINANCIAL GROUP	JULY PIPES,FITTINGS,PRIMER	34.47
BMO FINANCIAL GROUP	JULY PLUMBING LICENSE-ANDERSON	14.00
BMO FINANCIAL GROUP	JULY PUMP REPAIR UNIT 3004	13.73
BMO FINANCIAL GROUP	JULY PUMPING APPARATUS HANDBK	253.24
BMO FINANCIAL GROUP	JULY REFUND FIREFIGHTER CLASS	600.00-
BMO FINANCIAL GROUP	JULY REGULATOR,FITTING,CAP	33.11
BMO FINANCIAL GROUP	JULY RETURN FITTING,PIPE,CAP	10.07-
BMO FINANCIAL GROUP	JULY SCREEN PROTECTORS	46.61
BMO FINANCIAL GROUP	JULY SMALL ENGINE FUEL	27.88
BMO FINANCIAL GROUP	JULY VACUUM	237.33
BMO FINANCIAL GROUP	JULY VEHICLE MOUNTS,HOLDERS	314.35
BMO FINANCIAL GROUP	JULY YEARS OF SERVICE PLATE	4.50
BMO FINANCIAL GROUP	JULY YOUTH SOFTBALL SUPPLIES	32.34
BMO FINANCIAL GROUP	JULY 1" COUPLING	1.46
BMO FINANCIAL GROUP	JULY 10-PACK ETHERNET TRANSCEI	131.40
BMO FINANCIAL GROUP	JUNE MEETING/LODGING-KVAMME	329.46
BMO FINANCIAL GROUP	JUNE 24 PACK-SPRINGS	9.99
BMO FINANCIAL GROUP	KITZMAN UNIFORM PURCHASE	342.78
BMO FINANCIAL GROUP	KITZMAN, LIEN YOUNG UNIFORM PU	189.83
BMO FINANCIAL GROUP	KITZMAN, LIEN, YOUNG SALES TAX	9.36-
BMO FINANCIAL GROUP	KITZMAN, LIEN, YOUNG UNIFORM P	128.34
BMO FINANCIAL GROUP	LIEN DMT REFRESH CLASS FEE	75.00
BMO FINANCIAL GROUP	MILLER/WEST TRAVEL MEALS	23.50
BMO FINANCIAL GROUP	MOBILE MOULTRIE MONTHLY	9.99
BMO FINANCIAL GROUP	NATIONAL NIGHT OUT SUPPLIES	112.94
BMO FINANCIAL GROUP	PD COFFEE	38.94
BMO FINANCIAL GROUP	RANGE ROUND UP	49.98
BMO FINANCIAL GROUP	RENNER UNIFORM PURCHASE	324.00
BMO FINANCIAL GROUP	REPLACE RECORDER	16.45
BMO FINANCIAL GROUP	SCOPE BATTERIES	9.00

General

BMO FINANCIAL GROUP	SONSTEBO UNIFORM PURCHASE	56.25
BMO FINANCIAL GROUP	SUPPLIES TONERS,PAPER,NOTE PAD	971.72
BMO FINANCIAL GROUP	SUPPLIES ULTIMATE DOOR STOP	22.93
BMO FINANCIAL GROUP	THUMB DRIVES	123.36
BMO FINANCIAL GROUP	WEST TRAVEL MEAL	16.24
BMO FINANCIAL GROUP	06/12-07/12/24 CONSTANT CONTAC	45.00
BMO FINANCIAL GROUP	07/01/24-06/30/24 MCFOA RENEW	50.00
BMO FINANCIAL GROUP	07/06-08/05/24 PHOTO PLAN	10.78
BMO FINANCIAL GROUP	2ND QTR 2024 FILING FORM 941	8.50
BUILDERS FIRSTSOURCE INC	JUL 8" SOFFIT NP PARK	218.10
CHARTER COMMUNICATIONS	08/02-09/01/24 CABLE	44.88
CHARTER COMMUNICATIONS	08/04-09/03/24 CABLE	52.62
CHARTER COMMUNICATIONS	08/13-09/12/24 INTERNET	129.99
CHARTER COMMUNICATIONS	08/13-09/12/24 IP ADDRESS	19.99
CIVIC SYSTEMS LLC	COMPUTER SYSTEM/1ST INSTALLMEN	78,334.00
COMMISSIONER OF REVENUE	2024 JULY SALES TAX	90,934.00
COOPERS TECHNOLOGY GROUP	AUGUST 11X17 PAPER,5 REAMS	78.99
COSSETTE ELECTRIC LLC	AUG TROUBLESHOT LIGHT SE CORNE	641.53
COSSETTE ELECTRIC LLC	AUGUST SPLASH PAD REPAIR	92.00
COSSETTE ELECTRIC LLC	JULY 240V RECEPTACLE AT RTC	280.64
COSSETTE ELECTRIC LLC	NOV BELL BOX	730.61
DACOTAH PAPER CO	AUGUST TOWELS,TOILET TISSUE	1,177.63
DACOTAH PAPER CO	AUGUST TOWELS,URINAL SCREENS	413.64
DAILY JOURNAL	2023 SUMMARY FINANCIALS	3,079.81
EQUIPMENT FUND	JULY FUEL CHARGES #3002	118.25
EQUIPMENT FUND	JULY FUEL CHARGES #3006	91.39
EQUIPMENT FUND	JULY FUEL CHARGES #3009	25.95
EQUIPMENT FUND	JULY FUEL CHARGES #3019	106.12
EQUIPMENT FUND	JULY FUEL CHARGES #3040	60.74
EQUIPMENT FUND	JULY FUEL CHARGES #3041	54.58
EQUIPMENT FUND	JULY FUEL CHARGES #3042	25.56
EQUIPMENT FUND	JULY REPAIRS/SERVICE #3006	183.06
EQUIPMENT FUND	JULY REPAIRS/SERVICE #3042	52.79
FERGUS FALLS CONVENTION &	JUN 2024 LODGING TAX	18,406.49
FERGUS FALLS CONVENTION &	JUN 2024 LODGING TAX ADMIN	552.19-
FERGUS HOME & HARDWARE	AUG FNH CONTRACTOR MIX	241.98
FERGUSON BROTHERS EXCAVATING	WORK BEYOND PROJ LIMIT PI5327	5,350.00
FINNLYTECH INC	AUGUST SOFTWARE FEE	3,148.00
GALLS LLC	HEERTS UNIFORM PURCHASE	263.23
GALLS LLC	HEERTS/UHRICH DUTY BAG	230.59
GALLS LLC	LIEN UNIFORM PURCHASE	28.27
GALLS LLC	UHRICH UNIFORM PURCHASE	163.24
GOODIN COMPANY	AUGUST PIPING PARTS FOR	14.24

General

GOODIN COMPANY	AUGUST WATER COOLER/FOUNTAIN	1,777.50
GOODIN COMPANY	JULY REPLACEMENT FILTER FOR	108.00
GRAINGER INC	AUG BALL VALVES/2" COUPLERS	280.84
GRAINGER INC	JUL 2" TYPE DC DUST CAPS	34.86
GRAINGER INC	JUN CREDIT RETURNED SPLASH PA	567.87-
GREAT PLAINS NATURAL GAS CO	JULY NATURAL GAS EXPENSE	310.25
HIGH POINT NETWORKS LLC	AZURE ACTIVE DIRECTORY PREMIUM	1,008.00
HIGH POINT NETWORKS LLC	HPN MONTHLY M365/GSUITE BACKUP	345.00
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	AUG #104 SS CLAMP TRAFFIC SIGN	26.52
HOME DEPOT CREDIT SERVICES	AUG 1/4" TOGGLE BOLT CITY HALL	6.61
HOME DEPOT CREDIT SERVICES	AUG 12" CONCRETE TUBES UNION B	39.96
HOME DEPOT CREDIT SERVICES	JULY ADAPTERS, COUPLINGS, BUSHIN	11.73
HOME DEPOT CREDIT SERVICES	JULY HUSKY BLUE EXTENTION CORD	66.97
HOME DEPOT CREDIT SERVICES	JULY NOZZLE, HOSE SHUTOFF, HOSE	81.90
HOME DEPOT CREDIT SERVICES	JULY SHUTOFF COUPLING, HOSE SVR	16.96
HOME DEPOT CREDIT SERVICES	JULY 1/4X2 GALVANIZED SCREWS	4.02
HOME DEPOT CREDIT SERVICES	JULY 5" 18-SEGMENT CUP WHEEL	79.97
INTERSTATE ENGINEERING INC.	JULY CITY HALL BELL TOWER	657.50
INTERSTATE ENGINEERING INC.	JULY DELAGOON PARK	365.00
J.P. COOKE COMPANY	NEULEIB/EVENSON NOTARY STAMPS	99.90
JOHNSON CONTROLS FIRE	JULY ACCESS CONTROL EQUIPMENT	6,790.68
JOHNSON CONTROLS FIRE	JULY CITY HALL	2,911.65
LAKE REGION ELECTRIC COOP	JULY ELECTRICITY EXPENSE	2,278.42
LAKE REGION ELECTRIC COOP	JULY/SNOW REMOVAL/EQUIP BLDG	117.33
LAKE REGION HEALTHCARE CORP	JUL PRE-EMPLOY DRUG SCREEN	37.50
LAKE REGION HEALTHCARE CORP	JUL PRE-EMPLOY PHYSICAL	300.00
LAKeway EXPRESS LLC	JUNE SMALL ENGINE FUEL	21.74
LEAGUE OF MN CITIES INS TRUST	JULY WC DEDUCTIBLE-507324	36.00
LEAGUE OF MN CITIES INS TRUST	JUNE WC DEDUCTIBLE-506171	94.42
LEAGUE OF MN CITIES INS TRUST	JUNE WC DEDUCTIBLE-506226	1,824.40
LOCKBOX SERVICES 931054	04/01-06/30/24 INVESTMENT FEES	11,068.83
M-R SIGN COMPANY INC	AUG DISABLED PARKING SIGN SPLA	24.45
M-R SIGN COMPANY INC	AUG 30" SIGN BLANKS/DIE CUTS	348.05
MTI DISTRIBUTING INC	AUG 2" IRRIGATION COUPLERS	131.09
MARCO TECHNOLOGIES LLC	07/27-08/27/23 COPIER RENT	51.89
MARCO TECHNOLOGIES LLC	07/27-08/27/24 COPIER RENT	641.38
MARCO TECHNOLOGIES LLC	07/27-08/27/24 PRINTER RENT	107.04
MASTER'S MARTIAL ARTS ACADEMY	2024 TAE-KWON DO SESSION II	270.00
MCMaster-CARR SUPPLY CO	AUGUST AIRPORT FILTERS	475.34
MEDTOX LABORATORIES INC	JULY PRE-EMPLOY DRUG SCREEN	33.40

General

MIDWEST PRINTING COMPANY	AUGUST NOTARY STAMP-MARTIN	64.59
MINN-DAKOTA/OTTER TAIL COACHES	SHUTTLE IN-TOWN/NORTHERN AIRE	157.92
MINN-DAKOTA/OTTER TAIL COACHES	SHUTTLE IN-TOWN/RECYCLING CENT	157.92
MN DEPT OF TRANSPORTATION	BITUMINOUS EMULSION	5,344.42
MISSION MECHANICAL INC	AUGUST HEAT PUMP REPAIR	295.00
MISSION MECHANICAL INC	AUGUST MINISPLIT REPAIR	673.00
MISSION MECHANICAL INC	JUNE HEAT PUMP&COOLING TOWER	3,032.00
MOBOTREX INC	AUG 5 SECTION BACKPLATE W/2"	293.00
MOTOROLA SOLUTIONS INC	8 RADIOS	42,103.04
TONY NEVILLE	JULY PROFESSIONAL SERVICES	3,850.00
NYCKLEMOE & ELLIG, P.A.	AUGUST PROSECUTING SERVICES	9,758.33
OTTER TAIL POWER COMPANY	JULY ELECTRICITY EXPENSE	41,055.21
OTTER TAIL TELCOM	AUG. TELEPHONE LINES	339.41
OTTER TAIL TELCOM	AUGUST ADDITIONAL LISTING	10.00
OTTER TAIL TELCOM	AUGUST TELEPHONE EXPENSE	1,423.55
OTTER TAIL TELCOM	JULY LONG DISTANCE	22.95
OTTER TAIL TELCOM	JULY TELEPHONE EXPENSE	657.98
OTTER TAIL TELCOM	PHONE SYSTEM CONTRACT	1,136.00
PPI CONSULTING LLC	PSYCH EVAL-HEERTS	475.00
PIGEON CONSULTING LLC	HISTORY ARCHITECTURE SURVEY	2,000.00
POLICE DEPT CONTINGENCY FUND	CEDERBERG UNIFORM PURCHASE	40.00
POLICE DEPT CONTINGENCY FUND	EVENSON NOTARY RECORDED FEE	20.00
POLICE DEPT CONTINGENCY FUND	GEER UNIFORM PURCHASE	149.99
POSTAGE BY PHONE	POSTAGE BY MAIL	3,000.00
ROBERT BROOKE & ASSOCIATES	AUGUST LOCKER REPAIR	227.64
PAUL R. RATZ	2024 STRENGTH TRAINING	1,296.00
REDSTONE TECHNOLOGIES INC	PREPD INVOICE-AS400 TECH SUPT	3,000.00
REDSTONE TECHNOLOGIES INC	2YR EXPERT CARE ADVANCED	2,392.80
REDSTONE TECHNOLOGIES INC	4.8TB FLASHCORE MODULE 4	15,952.00
SKY CREW SERVICES, LLC	SEPTEMBER MANAGEMENT FEES	3,500.00
STEIN'S INC	AUGUST REPLACEMENT RING/NUT	29.63
STENERSON BROTHERS LUMBER CO	AUG 2X4 SIDEWALK FORM BOARDS	29.30
SUMMIT COMPANIES	FIRE ALARM SYSTEM INSPECTION	317.00
TAG-UP	JUNE BRAILLE SIGNS	260.00
TAG-UP	JUNE CITY ATTORNEY/NAME PLATE	10.00
T-MOBILE	TRUCK IPAD DATA PLANS	192.33
VECTOR WINDOWS INC	JULY PEBBLE LAKE BATHHOUSE	167.21
VERIZON WIRELESS	CELL/AIR CARDS 7/2-8/1	1,077.40
WADENA ASPHALT INC	AUG BIT MIX PEBBLE HILLS	1,518.00
WADENA ASPHALT INC	AUG BIT MIX WOODLAND TRAIL	4,026.00
WEST CENTRAL ABSTRACTING	JUNE RAZE AGREEMENT-NELSON APT	85.00
	F U N D T O T A L	409,454.47

P.A. General

ATLAS OUTDOOR SERVICES LLC	AUGUST/CBHH SNOW/LAWN CARE	1,000.00
COMSTOCK CONSTRUCTION INC	INSTALLED SUN SHADE SAIL -MAY	319.00
MARCO TECHNOLOGIES LLC	07/27-08/27/24 COPIER RENT	51.88
MARCO TECHNOLOGIES LLC	07/27-08/27/24 PRINTER RENT	22.02
OTTER TAIL TELCOM	AUG. TELEPHONE LINES	.64
	F U N D T O T A L	1,393.54

Regional Treatment Center-City Operated

BMO FINANCIAL GROUP	RTC CUUDEBACK DIGITAL	16.18
HOME DEPOT CREDIT SERVICES	JUL LAMPS/BATTERIES AT RTC	66.68
OTTER TAIL POWER COMPANY	JULY ELECTRICITY EXPENSE	251.82
	F U N D T O T A L	334.68

Public Library

A-1 LOCK & KEY LLC	AUGUST REPLACE RIM HOUSING	221.00
AMERICAN LIBRARY ASSOCIATION	LITERACY POSTER	30.18
VESTIS	AUGUST LINEN SUPPLY	50.32
BAKER & TAYLOR INC	BOOKS	3,151.39
BAKER & TAYLOR INC	FREIGHT SURCHARGE	62.56
BAKER & TAYLOR INC	LOWE BOOKS	26.44
BAKER & TAYLOR INC	LOWE FREIGHT SURCHARGE	1.00
BAKER & TAYLOR INC	LOWE PROCESSING	2.00
BAKER & TAYLOR INC	PROCESSING	297.84
BMO FINANCIAL GROUP	JULY BOOKS	262.28
BMO FINANCIAL GROUP	JULY DIGITAL MATERIALS	1,402.55
BMO FINANCIAL GROUP	JULY DVD'S	625.29
BMO FINANCIAL GROUP	JULY PERIODICALS	32.00
BMO FINANCIAL GROUP	JULY PORTABLE VINYL TURNTABLE	59.99
BMO FINANCIAL GROUP	JULY POSTAGE	9.85
BMO FINANCIAL GROUP	JULY SUPPLIES-VELCRO	6.45
BMO FINANCIAL GROUP	JULY SUPPLIES=FLASH CARDS	12.29
BMO FINANCIAL GROUP	RENEW COMMON SENSE MEDIA	30.00
DAILY JOURNAL	NEWS AD LEGACY WILHELM'S WAY	360.15

Public Library

GREAT PLAINS NATURAL GAS CO	JULY NATURAL GAS EXPENSE	23.00
HOOPLA	DIGTIAL CONTENT	1,099.45
MAGAZINE SUBSCRIPTION SERVICE	NYT & WASHINGTON TIMES	2,300.00
MAGAZINE SUBSCRIPTION SERVICE	WASHINGTON POST	299.00
MCMASTER-CARR SUPPLY CO	JULY LIBRARY FILTERS	238.64
MIDWEST LOCK & DOOR INC	JULY LOCK ADDED TO DOOR FOR	287.50
OTTER TAIL POWER COMPANY	JULY ELECTRICITY EXPENSE	1,673.25
OTTER TAIL TELCOM	AUG. TELEPHONE LINES	10.93
OTTER TAIL TELCOM	AUGUST TELEPHONE EXPENSE	429.46
OVERDRIVE INC	DIGITAL CONTENT	474.01
SUMMIT COMPANIES	FIRE ALARM SYSTEM INSPECTION	260.00
US BANK EQUIPMENT FINANCE	07/20-08/20/24 COPIER RENT	594.21
VIKING LIBRARY SYSTEM	LIBRARY CARDS	54.00
VINCO INC	JUNE LIGHTING REPAIRS	2,459.87
	F U N D T O T A L	16,846.90

Bigwood Event Center

VESTIS	AUGUST LINEN SUPPLY	478.44
BJORN'S HEATING & AIR COND INC	JULY REPLACE CONDENSOR FAN MTR	824.35
BMO FINANCIAL GROUP	07/19/24 BEVERAGES	10.53
BMO FINANCIAL GROUP	07/19/24 FOOD	3.29
CARDCONNECT	JULY CREDIT CARD FEES	84.65
CLOVER	AUG POS MONTHLY CHARGE	215.59
VIKING COCA-COLA BOTTLING CO	JULY BEVERAGES	308.00
COMMISSIONER OF REVENUE	2024 JULY SALES TAX	3.24
D-S BEVERAGES, INC.	JULY BEVERAGES-BEER	107.35
MARCO TECHNOLOGIES LLC	07/29-08/29/24 COPIER RENT	133.47
OTTER TAIL POWER COMPANY	JULY ELECTRICITY EXPENSE	2,869.54
OTTER TAIL TELCOM	AUG. TELEPHONE LINES	1.93
OTTER TAIL TELCOM	JULY TELEPHONE EXPENSE	387.18
PHILLIPS WINE & SPIRITS CO	JULY BEVERAGES-WINE	288.00
PRECISION CATERING MINNESOTA	08/03/24 BEVERAGES	150.00
PRECISION CATERING MINNESOTA	08/03/24 FOOD	2,328.00
PRECISION CATERING MINNESOTA	08/03/24 LESS 15% BEVERAGES	108.00-
PRECISION CATERING MINNESOTA	08/03/24 LESS 15% FOOD	291.00-
	F U N D T O T A L	7,794.56

Capital Improvement

BOLTON & MENK INC	PROF SERVICE DELAGOON PARK IMP	15,273.00
BRAUN INTERTEC CORPORATION	PROF SERVICE THRU 7/26/2024	5,062.50
BRAUN INTERTEC CORPORATION	PROF SERVICE THRU 8/2/2024	2,599.75
C&L EXCAVATING INC	PAY APP. NO 4	466,625.66
CHOSEN VALLEY TESTING INC	SERVICES THRU 7/27/24 AQUATIC	2,022.00
COMSTOCK CONSTRUCTION INC	PI 9768 FINAL / RETAINAGE	20,472.90
DAILY JOURNAL	AUGUST CALL FOR BIDS PI#5373	667.35
FERGUSON ASPHALT PAVING INC	PAY APP NO. 3	474,020.54
JLG ARCHITECTS	PROF SERV ENDING 7/31/24 AQUAT	11,920.60
KIRBYBUILT SALES	HEX STANDARD TABLES	9,744.05
LOCATORS & SUPPLIES INC	CONSTRUCTION MARKING PAINT	55.99
MN DEPT OF TRANSPORTATION	MATERIAL, TEST, INSPECTION	4,205.13
MOORE ENGINEERING INC	PROF SERV. LINCOLN/UNION AVE	25,960.00
JOE RILEY CONSTRUCTION INC	PAY APP NO. 5	252,205.54
TAFT STETTINIUS HOLLISTER LLP	JUNE 2024 CONTRACT MATTER	8,218.85
TERRACON CONSULTANTS INC	PROF SERV 7/1/24-7/26/24	6,606.63
THE TRADESMEN CONSTRUCTION INC	PAY APP NO. 7	1,272,829.09
	F U N D T O T A L	2,578,489.58

Airport Capital Improvement

SHORT ELLIOTT HENDRICKSON INC	2023 MASTER PLAN 84%	31,968.00
	F U N D T O T A L	31,968.00

Liquor Store

ALEX GLASS & GLAZING	APRIL SAFETY RAILING	825.00
THE AMERICAN BOTTLING COMPANY	AUGUST/MIX	618.06
VESTIS	JULY LINEN SUPPLY	393.62
ARTISAN BEER COMPANY	AUGUST/BEER	3,418.95
ARTISAN BEER COMPANY	AUGUST/MIX	36.90
ARTISAN BEER COMPANY	AUGUST/THC BEVERAGES	1,473.90
BELLBOY CORPORATION	AUGUST/FREIGHT	108.21
BELLBOY CORPORATION	AUGUST/LIQUOR	3,274.20
BELLBOY CORPORATION	AUGUST/MISC PURCHASE -COOLERS	72.00

Liquor Store

BELLBOY CORPORATION	AUGUST/MIX	140.55
BELLBOY CORPORATION	AUGUST/THC BEVERAGES	2,795.00
BELLBOY CORPORATION	AUGUST/WINE	960.00
BEVERAGE WHOLESALERS INC	AUGUST/BEER	51,369.13
BEVERAGE WHOLESALERS INC	AUGUST/LIQUOR	3,919.40
BEVERAGE WHOLESALERS INC	AUGUST/MIX	941.00
BEVERAGE WHOLESALERS INC	AUGUST/WINE	246.40
BMO FINANCIAL GROUP	JULY HANDRAIL/WEST LIQUOR STOR	29.38
BMO FINANCIAL GROUP	JULY MISC PURCHASES	1,070.52
BMO FINANCIAL GROUP	JULY MOOD PANDORA	62.44
BRAUN VENDING INC	AUGUST WATER COOLER RENT	16.00
BRAUN VENDING INC	AUGUST/SUPPLIES-WATER	42.00
BREAKTHRU BEVERAGE MINNESOTA	AUGUST/FREIGHT	210.48
BREAKTHRU BEVERAGE MINNESOTA	AUGUST/LIQUOR	16,167.85
BREAKTHRU BEVERAGE MINNESOTA	AUGUST/MIX	551.41
BREAKTHRU BEVERAGE MINNESOTA	AUGUST/WINE	1,560.00
CAYAN	JULY 2024 CC CD FEES	19,051.32
VIKING COCA-COLA BOTTLING CO	AUGUST/MIX	777.16
COMMISSIONER OF REVENUE	2024 JULY SALES TAX	2.36
D-S BEVERAGES, INC.	AUGUST/BEER	33,896.10
D-S BEVERAGES, INC.	AUGUST/LIQUOR	1,035.26
D-S BEVERAGES, INC.	AUGUST/MIX	1,137.28
D-S BEVERAGES, INC.	AUGUST/THC BEVERAGES	2,516.92
D-S BEVERAGES, INC.	AUGUST/WINE	123.50
DACOTAH PAPER CO	AUGUST 14" SCRUBBER	7,759.54
EZ OPEN GARAGE DOOR	JULY OVERHEAD DOOR REPAIR	125.00
FERGUS BREWING COMPANY LLC	AUGUST/BEER	636.00
GREAT PLAINS NATURAL GAS CO	JULY NATURAL GAS EXPENSE	30.60
THE HOME CITY ICE COMPANY	AUGUST/FREIGHT #7408240256	15.00
THE HOME CITY ICE COMPANY	AUGUST/FREIGHT #7525240385	15.00
THE HOME CITY ICE COMPANY	AUGUST/FREIGHT #7583240354	15.00
THE HOME CITY ICE COMPANY	AUGUST/FREIGHT #7628240497	15.00
THE HOME CITY ICE COMPANY	AUGUST/ICE #7408240256	167.49
THE HOME CITY ICE COMPANY	AUGUST/ICE #7408240266	40.45
THE HOME CITY ICE COMPANY	AUGUST/ICE #7525240385	487.14
THE HOME CITY ICE COMPANY	AUGUST/ICE #7525240388	70.10
THE HOME CITY ICE COMPANY	AUGUST/ICE #7583240351	149.90
THE HOME CITY ICE COMPANY	AUGUST/ICE #7583240354	282.84
THE HOME CITY ICE COMPANY	AUGUST/ICE #7628240497	347.49
JOHNSON BROTHERS LIQUOR CO	AUGUST/FREIGHT	199.23
JOHNSON BROTHERS LIQUOR CO	AUGUST/LIQUOR	5,460.31
JOHNSON BROTHERS LIQUOR CO	AUGUST/MIX	419.30
JOHNSON BROTHERS LIQUOR CO	AUGUST/WINE	5,111.38

Liquor Store

LIQUOR STORE	RECEIPT AUGUST RENT	358.00-
MARCO TECHNOLOGIES LLC	07/27-08/27/24 PRINTER RENT	125.90
OTTER TAIL POWER COMPANY	JULY ELECTRICITY EXPENSE	3,212.38
OTTER TAIL TELCOM	AUG. TELEPHONE LINES	7.72
OTTER TAIL TELCOM	AUGUST TELEPHONE EXPENSE	737.78
PEPSI BEVERAGE COMPANY	AUGUST/MIX	1,049.65
PHILLIPS WINE & SPIRITS CO	AUGUST/FREIGHT	190.64
PHILLIPS WINE & SPIRITS CO	AUGUST/LIQUOR	14,470.65
PHILLIPS WINE & SPIRITS CO	AUGUST/MIX	303.05
PHILLIPS WINE & SPIRITS CO	AUGUST/THC BEVERAGES	196.50
PHILLIPS WINE & SPIRITS CO	AUGUST/WINE	2,198.17
SOUTHERN GLAZER'S OF MN	AUGUST/FREIGHT	9.24
SOUTHERN GLAZER'S OF MN	AUGUST/LIQUOR	1,481.01
SOUTHERN GLAZER'S OF MN	AUGUST/MIX	4.17-
TOTAL REGISTER SYSTEMS	FTP MONTHLY SERVICE	32.21
	F U N D T O T A L	193,841.80

Refuse Disposal

VESTIS	JULY LINEN SUPPLY	362.94
BMO FINANCIAL GROUP	JULY WATER HEATER ELEMENT	14.47
BMO FINANCIAL GROUP	JULY WIRE SPIRAL,CAT FLANGE	196.71
CARR'S TREE SERVICE, INC.	AUGUST STORM CLEANUP CLAW CREW	2,400.00
COMMISSIONER OF REVENUE	2024 JULY SALES TAX	352.10
COMMISSIONER OF REVENUE	2024 JULY SWMT	34,110.00
WASTE MANAGEMENT	07/16-07/31/24 PRO SERVICES	4,747.43
EQUIPMENT FUND	JULY REPAIRS/SERVICE #0501	2,156.20
HIRERIGHT LLC	AUG BACKROUND CHECK SCHLESKE	11.75
HOME DEPOT CREDIT SERVICES	AUG 1/4" CABLE/HARDWARE	48.94
LAKE REGION HEALTHCARE CORP	JUL PRE-EMPLOY DRUG SCREEN	37.50
MARCO TECHNOLOGIES LLC	04/27-07/27/24 PRINTER OVERAGE	78.86
MARCO TECHNOLOGIES LLC	07/27-08/27/23 COPIER RENT	51.89
MARCO TECHNOLOGIES LLC	07/27-08/27/24 COPIER RENT	151.93
MARCO TECHNOLOGIES LLC	07/27-08/27/24 PRINTER RENT	87.95
OTTER TAIL COUNTY TREASURER	JULY TIPPING FEES	106,504.63
OTTER TAIL POWER COMPANY	JULY ELECTRICITY EXPENSE	170.31
OTTER TAIL POWER COMPANY	MAY SERVICE-MAIL BILLS	142.61
OTTER TAIL TELCOM	AUG. TELEPHONE LINES	2.57
OTTER TAIL TELCOM	AUGUST TELEPHONE EXPENSE	382.47

Refuse Disposal

REVTRAK INC	JULY 2024 CR CD FEES	3,641.19
SCOTT THUNSELLE	2024 SAFETY BOOT REIMBURSEMENT	110.00
WASTEWATER TREATMENT FUND	JULY ASH CELL LEACHATE	882.00
WASTEWATER TREATMENT FUND	JULY DEMO CELL 107,100 GAL	5,355.00
	F U N D T O T A L	161,999.45

Sewage Treatment

VESTIS	JULY LINEN SUPPLY	243.42
BMO FINANCIAL GROUP	JULY AIR COMPRESSOR STARTER	114.65
BMO FINANCIAL GROUP	JULY CUT OFF DISCS/FILTER	184.22
BMO FINANCIAL GROUP	JULY FOAMING ROOT KILLER	99.55
BMO FINANCIAL GROUP	2024 SAFETY BOOT REIMBURSEMENT	112.37
CLIMATE MAKERS INC	AUGUST FF PRESS ROOM HEATER	7,200.00
FASTENAL COMPANY	AUG S/S HARDWARE (SEWER PLANT)	92.82
GOPHER STATE ONE CALL	JULY BILLABLE TICKETS	86.40
HERZOG ROOFING	AUGUST REMOVE OLD BOILER VENT	1,200.00
HOME DEPOT CREDIT SERVICES	AUG KWIK SEAL/4" ADAPTER MARCI	24.49
LAKE REGION ELECTRIC COOP	JULY ELECTRICITY EXPENSE	252.16
MARCO TECHNOLOGIES LLC	04/27-07/27/24 PRINTER OVERAGE	78.86
MARCO TECHNOLOGIES LLC	07/27-08/27/23 COPIER RENT	51.88
MARCO TECHNOLOGIES LLC	07/27-08/27/24 COPIER RENT	151.94
MARCO TECHNOLOGIES LLC	07/27-08/27/24 PRINTER RENT	72.58
OLD CASTLE INFRASTRUCTURE	JULY MASTIC-1/2"	885.90
OTTER TAIL POWER COMPANY	JULY ELECTRICITY EXPENSE	10,346.48
OTTER TAIL POWER COMPANY	MAY SERVICE-MAIL BILLS	142.60
OTTER TAIL TELCOM	AUG. TELEPHONE LINES	10.29
OTTER TAIL TELCOM	AUGUST TELEPHONE EXPENSE	357.84
PLUNKETT'S PEST CONTROL INC.	AUGUST SPRING/FALL EXTERIOR	21.40
QUALITY FLOW SYSTEMS, INC	JULY BOERGER PROTECTION PLATE	815.55
RMB ENVIRONMENTAL LABORATORIES	AUGUST ANALYSIS	544.24
RMB ENVIRONMENTAL LABORATORIES	JULY ANALYSIS	376.20
REVTRAK INC	JULY 2024 CR CD FEES	3,641.19
SPEE*DEE DELIVERY SERVICE INC	AUGUST SHIPMENTS	35.73
SPEE*DEE DELIVERY SERVICE INC	JULY SHIPMENTS	59.31
SPEE*DEE DELIVERY SERVICE INC	JUNE SHIPMENTS	108.68
STENERSON BROTHERS LUMBER CO	AUG 6 IN 1 SCREWDRIVER SEWER D	5.15
WASTEWATER TREATMENT FUND	RECEIPT TO JULY LEACHATE	6,237.00-
	F U N D T O T A L	21,078.90

Water

VESTIS	JULY LINEN SUPPLY	227.92
BMO FINANCIAL GROUP	JULY MAINTENANCE SUPPLIES	32.98
BMO FINANCIAL GROUP	JULY PLUMBING LICENSE-LACHOWIT	14.00
BMO FINANCIAL GROUP	JULY PLUMBING LICENSE-STEYN	14.00
BMO FINANCIAL GROUP	JULY POLISHING/BUFFING	15.97
BMO FINANCIAL GROUP	JULY SINGLE HYDRANT GATE VALVE	240.00
BMO FINANCIAL GROUP	JUNE FACEBOOK ADS-UTILITY CLER	18.96
CORE & MAIN LP	AUG HYDRANT BARREL GASKET	73.15
CORE & MAIN LP	AUG 1" SENSUS SR11 REGISTER	91.03
COSSETTE ELECTRIC LLC	AUGUST BOOSTER STATION ON CTY	92.00
FASTENAL COMPANY	AUG S/S 5/8X1.5" FLAT WASHERS	21.16
FERGUSON WATERWORKS #1657	AUG 1 1/4" CURB BOX REPAIR TOP	186.16
FERGUSON WATERWORKS #1657	AUG 1.5" MACH10 R100I USG METE	1,024.40
FERGUSON WATERWORKS #1657	AUG 1.5" METER COUPLING	130.16
FERGUSON WATERWORKS #1657	AUG 1/2X2-3/8 METER COUPLERS	51.55
FERGUSON WATERWORKS #1657	AUG 10" VALVE BOX TOP	172.86
FERGUSON WATERWORKS #1657	AUG 5/8 SPUD / 1.5" FLANGE KIT	178.19
FERGUSON WATERWORKS #1657	AUGUST ROCK BOSS	3,147.66
FERGUSON WATERWORKS #1657	AUGUST WATER VENDING MACHINE	9,938.86
GOIN' POSTAL FERGUS FALLS	AUGUST SHIPMENT	14.80
GOPHER STATE ONE CALL	JULY BILLABLE TICKETS	86.40
HOME DEPOT CREDIT SERVICES	AUG 6X8 BLUE TARPS (TIM)	17.16
MARCO TECHNOLOGIES LLC	07/27-08/27/23 COPIER RENT	51.89
MARCO TECHNOLOGIES LLC	07/27-08/27/24 COPIER RENT	244.12
MARCO TECHNOLOGIES LLC	07/27-08/27/24 PRINTER RENT	13.93
METRO SALES, INC	07/08-08/07/24 COPIER RENT	63.68
METRO SALES, INC	07/08-08/07/24 COPIER USAGE	4.96
OTTER TAIL POWER COMPANY	JULY ELECTRICITY EXPENSE	7,131.88
OTTER TAIL POWER COMPANY	MAY SERVICE-MAIL BILLS	142.60
OTTER TAIL TELCOM	AUG. TELEPHONE LINES	4.51
OTTER TAIL TELCOM	AUGUST TELEPHONE EXPENSE	290.84
OTTER TAIL TELCOM	AUGUST TELEPHONE LINES	21.00
RMB ENVIRONMENTAL LABORATORIES	AUGUST 1ST HALF BACT	214.23
RMB ENVIRONMENTAL LABORATORIES	JULY ANALYSIS	52.25
REVTRAK INC	JULY 2024 CR CD FEES	3,641.19
	F U N D T O T A L	27,666.45

Storm Water

Storm Water

GOPHER STATE ONE CALL	JULY BILLABLE TICKETS	86.40
OTTER TAIL POWER COMPANY	JULY ELECTRICITY EXPENSE	349.48
	F U N D T O T A L	435.88

Equipment

VESTIS	JULY LINEN SUPPLY	455.20
AMERICAN WELDING & GAS, INC	AUG NITROGEN/ARGON TANK RENTAL	62.68
AMERICAN WELDING & GAS, INC	JUNE ELECTRODE/SHIELD/TIP FAB	285.15
AMERICAN WELDING & GAS, INC	JUNE OXYGEN (CITY SHOP)	42.82
AUTO VALUE - FERGUS FALLS	AUG ADHESIVE CLEANER (SHOP)	35.99
AUTO VALUE - FERGUS FALLS	AUG AIR FILTER UNIT 239	19.25
AUTO VALUE - FERGUS FALLS	AUG BATT TERMINAL LUG U-296	6.99
AUTO VALUE - FERGUS FALLS	AUG BATTERY TERMINAL LUG U-280	19.97
AUTO VALUE - FERGUS FALLS	AUG BRAKE CLEANER	53.88
AUTO VALUE - FERGUS FALLS	AUG BRAKE LINE KIT UNIT 40	103.99
AUTO VALUE - FERGUS FALLS	AUG CREDIT RETURNED PARTS	442.18-
AUTO VALUE - FERGUS FALLS	AUG CREDIT SWITCH/FILTER	20.84-
AUTO VALUE - FERGUS FALLS	AUG DRAIN PAN (SHOP)	22.99
AUTO VALUE - FERGUS FALLS	AUG DYNOMAX GASKET UNIT 29	12.99
AUTO VALUE - FERGUS FALLS	AUG FILTER ORDER UNIT 239	67.05
AUTO VALUE - FERGUS FALLS	AUG KWIKWELD SYRG (SHOP)	8.99
AUTO VALUE - FERGUS FALLS	AUG OIL FILTER UNIT 285	13.20
AUTO VALUE - FERGUS FALLS	AUG PARTS STOCK ORDER	27.68
AUTO VALUE - FERGUS FALLS	AUG REAR PADS/ROTORS U-81	192.97
AUTO VALUE - FERGUS FALLS	AUG STOCK PARTS ORDER	160.36
AUTO VALUE - FERGUS FALLS	JUL AIR FILTER UNIT (STOCK)	7.71
AUTO VALUE - FERGUS FALLS	JUL TOGGLE SWITCH UNIT 483	11.99
AUTO VALUE - FERGUS FALLS	JUNE RETURN EQUIPMENT PARTS	6.30-
BMO FINANCIAL GROUP	JULY BALL JOINT SERVICE KIT	89.99
BMO FINANCIAL GROUP	JULY FUEL/SVC TRUCK GENERATOR	31.01
BMO FINANCIAL GROUP	JULY MANIFOLD FILTERS/UNIT 495	14.99
BMO FINANCIAL GROUP	JUNE CARBON STEEL SWIVEL	197.14
BMO FINANCIAL GROUP	JUNE SAND BLAST CABINET	32.00
BMO FINANCIAL GROUP	2071 GAS	21.12
BMO FINANCIAL GROUP	2080 GAS	38.78
BMO FINANCIAL GROUP	2086 GAS	55.09
BMO FINANCIAL GROUP	2093 GAS	50.27
BMO FINANCIAL GROUP	2094 GAS	48.83

Equipment

BMO FINANCIAL GROUP	2097 GAS	31.35
BMO FINANCIAL GROUP	2101 GAS	27.01
BMO FINANCIAL GROUP	2102 GAS	42.26
BMO FINANCIAL GROUP	2103 GAS	63.84
COMMISSIONER OF REVENUE	2024 JULY SPECIAL FUEL TAX	784.61
COMMISSIONER OF REVENUE	2024 JULY SALES TAX	45.30
DSI AUTOMOTIVE PRODUCTS	AUG WARNING LIGHT BAR UNIT 262	138.00
DACOTAH PAPER CO	AUGUST CUPS, TOWELS, SOAP	168.35
ENVIRONMENTAL EQUIP & SERVICES	AUG PARTS ORDER UNIT 238	2,456.25
EQUIPMENT FUND	JULY FUEL USAGE	482.59-
EQUIPMENT FUND	JULY REPAIRS/SERVICE	2,392.05-
FARGO FREIGHTLINER	AUG CORE CREDIT EXHAUST SENSOR	137.50-
FARGO FREIGHTLINER	AUG CREDIT RETURNED WASHERS	3.28-
FARGO FREIGHTLINER	AUG HALF-ROUND U-JOINT U-225	81.73
FARGO FREIGHTLINER	AUG STEP / STEP BRACKETS U-244	449.97
FARGO FREIGHTLINER	AUG STEP BRACKETS UNIT 244	189.98
FARGO FREIGHTLINER	AUG U-JOINT/GASKET UNIT 225	87.57
FASTENAL COMPANY	AUG SHOP SUPPLY STOCK ORDER	352.31
FASTENAL COMPANY	AUG 3/8" NYLOCK/SPLIT WASHERS	25.96
GRAINGER INC	AUG 44 7/8" BAND SAW BLADE	36.29
GRAINGER INC	JUL 3 WAY BALL VALVE/2" HOSE	362.32
GRAINGER INC	JUN SIGHT DOMES UNIT 453	35.46
GREAT PLAINS NATURAL GAS CO	JULY NATURAL GAS EXPENSE	229.09
HOME DEPOT CREDIT SERVICES	AUG BRINE SHED FOAMULAR	136.00
HOME DEPOT CREDIT SERVICES	AUG BRINE SHED/TANK PLUMBING	463.40
HOME DEPOT CREDIT SERVICES	JUL PEX TEE UNIT 476	4.43
HOME DEPOT CREDIT SERVICES	JUL PLUMBING PARTS UNIT 476	12.50
HOME DEPOT CREDIT SERVICES	JUL RETURNED TEE UNIT 476	4.18-
HOME DEPOT CREDIT SERVICES	JUL WHISK BROOMS FOR TRUCKS	23.88
HOME DEPOT CREDIT SERVICES	JUL 3/16" DRILL BITS	16.94
HOME DEPOT CREDIT SERVICES	JUL 3/4" COPPER CRIMP RINGS	10.45
HOTSY MINNESOTA	AUG PLUNGER OIL SEALS U-1164	37.16
INTERSTATE BATTERY SYSTEM	AUG BATTERY FOR UNIT 476	64.95
INTERSTATE BATTERY SYSTEM	AUG SCRUBBER BATTERY 901-S	212.95
MTI DISTRIBUTING INC	AUG SPACER/ROD END/NUT U-954	117.72
MARCO TECHNOLOGIES LLC	07/27-08/27/24 COPIER RENT	85.22
MCMASTER-CARR SUPPLY CO	AUG 3/8" THREADED ROD 2" LONG	30.92
MCMASTER-CARR SUPPLY CO	AUG 3" S/S THREADED ROD U-483	39.76
NORTHWEST TIRE INC	JULY TIRES FOR BOAT #6 TRAILER	107.45
O'REILLY AUTOMOTIVE INC	AUG RAINX/GLASS STRIPPER SHOP	16.98
OTTER TAIL POWER COMPANY	JULY ELECTRICITY EXPENSE	1,205.84
OTTER TAIL TELCOM	AUG. TELEPHONE LINES	7.07
OTTER TAIL TELCOM	AUGUST TELEPHONE EXPENSE	170.50

Equipment

OTTER TAIL TELCOM	JULY TELEPHONE EXPENSE	78.80
POMP'S TIRE SERVICE INC	JUL 11R22.5 CAP/CASING BDM TIR	1,360.00
POMP'S TIRE SERVICE INC	JUL 315/80R22.5 BDR-HG TIRE	282.27
ROAD DOCTORS LLC	AUG PARTS ORDER UNIT 483	529.92
SANITATION PRODUCTS INC	AUG 3" MESH SCREEN UNIT 262	63.73
SIGELMAN STEEL & SALVAGE CO	AUG ANGLE IRON UNIT 65 WELDER	151.22
SIGELMAN STEEL & SALVAGE CO	AUG 2X2X3/16 STEEL UNIT 483	12.00
SIGELMAN STEEL & SALVAGE CO	AUG 3X2X3/16 STEEL UNIT 483	47.40
SIGELMAN STEEL & SALVAGE CO	AUG 4X8X11 STEEL UNIT 483	110.00
SIGELMAN STEEL & SALVAGE CO	AUG 5" PIPE TUBE UNIT 483	100.16
STENERSON BROTHERS LUMBER CO	AUG BRINE SHED PLYWOOD	100.58
STENERSON BROTHERS LUMBER CO	AUG BRINE SHED SOFFIT/BASEBOAR	187.84
STENERSON BROTHERS LUMBER CO	AUG BRINE SHED SOFFIT/FASCIA	212.74
STENERSON BROTHERS LUMBER CO	AUG HOLE SAW ARBOR FAB SHOP	20.39
STENERSON BROTHERS LUMBER CO	AUG 1 7/8" HOLE SAW (FAB SHOP)	25.95
WALLWORK TRUCK CENTER F.F.	AUG AXLE SEAL UNIT 214	42.80
WALLWORK TRUCK CENTER F.F.	AUG AXLE SHAFT UNIT 225	783.83
WALLWORK TRUCK CENTER F.F.	AUG BRAKE HOSE UNIT 243	14.53
WALLWORK TRUCK CENTER F.F.	AUG CREDIT RETURNED ADAPTOR	32.92-
WALLWORK TRUCK CENTER F.F.	AUG CREDIT RETURNED LIGHTS	136.84-
WALLWORK TRUCK CENTER F.F.	AUG ECM MODULE UNIT 225	3,163.87
WALLWORK TRUCK CENTER F.F.	AUG REAR DIFF CARRIER UNIT 225	7,358.62
WALLWORK TRUCK CENTER F.F.	AUG REPROGRAM ECM UNIT 225	410.00
WALLWORK TRUCK CENTER F.F.	AUG 3/8" BRAKE HOSE UNIT 243	17.72
ZIEGLER INC.	AUG BLOCK ASSM UNIT 296	155.30
ZIEGLER INC.	AUG HARNESS UNIT 241	268.06
	F U N D T O T A L	22,401.89

Flexible Benefit Agency

WEX	2024 FLEX PLAN REIMB	4,212.77
	F U N D T O T A L	4,212.77

PEG Access

PEG Access

ADMINISTRATOR'S CONTINGENCY FD	"BIG FRIDAY" VOICE OVERWORK	150.00
BMO FINANCIAL GROUP	2ND QTR 2024 FILING FORM 941	8.50
LIQUOR STORE	AUGUST RENT	358.00
OTTER TAIL POWER COMPANY	JULY ELECTRICITY EXPENSE	118.93
OTTER TAIL TELCOM	AUGUST TELEPHONE EXPENSE	227.86
TYLER SCHWARTZ	PRO SVCS/"BIG FRIDAY" CAMERA	150.00
	F U N D T O T A L	1,013.29

Fergus Falls Convention and Visitor's Bureau, Inc.

BMO FINANCIAL GROUP	JULY EVOLVE CREATIVE	300.00
BMO FINANCIAL GROUP	JULY GOOGLE ADVERTISING	971.85
BMO FINANCIAL GROUP	JULY INTERNET ON TABLET	35.54
BMO FINANCIAL GROUP	JULY POSTAGE	10.33
BMO FINANCIAL GROUP	JULY SERVICE 200 VIP PASSES	41.85
BMO FINANCIAL GROUP	JULY TRIFOLD BROCHURES,BADGES	391.60
BMO FINANCIAL GROUP	JULY 6FT FOLD-IN-HALF TABLE	53.81
BMO FINANCIAL GROUP	JUNE BADGE HOLDERS W/LANYARDS	120.76
BMO FINANCIAL GROUP	06/29-07/28/24 INTERNET	46.99
BMO FINANCIAL GROUP	07/13-08/13/24 MAIL BUSINESS	7.50
BMO FINANCIAL GROUP	2ND QTR 2024 FILING FORM 941	8.50
FERGUS FALLS CONVENTION &	JUN 2024 LODGING TAX	18,406.49-
FERGUS FALLS CONVENTION &	JUN 2024 LODGING TAX ADMIN	552.19
RICHES PROPERTIES LLC	SEPTEMBER RENT	525.00
VERIZON WIRELESS	JULY CELL PHONE EXPENSE	74.73
	F U N D T O T A L	15,265.84-

T O T A L A L L F U N D S 3,463,666.32

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 19 DAY OF AUGUST 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

8/19/2024

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

COMMISSIONER OF REVENUE	126,231.61
MN DEPT OF TRANSPORTATION	9,549.55
OTTER TAIL COUNTY TREASURER	106,504.63
A-1 LOCK & KEY LLC	381.20
AT&T MOBILITY	283.67
ADMINISTRATOR'S CONTINGENCY FD	1,136.31
ALEX GLASS & GLAZING	8,125.00
ALPHA TRAINING & TACTICS LLC	54.24
THE AMERICAN BOTTLING COMPANY	618.06
AMERICAN LIBRARY ASSOCIATION	30.18
VESTIS	3,297.51
AMERICAN WELDING & GAS, INC	390.65
ARTISAN BEER COMPANY	4,929.75
ATLAS OUTDOOR SERVICES LLC	5,402.50
AUTO VALUE - FERGUS FALLS	254.70
BAKER & TAYLOR INC	3,541.23
BELLBOY CORPORATION	7,349.96
CSG JANITORIAL	500.00
BEVERAGE WHOLESALERS INC	56,475.93
BJORN'S HEATING & AIR COND INC	824.35
BMO FINANCIAL GROUP	12,807.14
BOLTON & MENK INC	15,273.00
BRAUN VENDING INC	58.00
BRAUN INTERTEC CORPORATION	7,662.25
BREAKTHRU BEVERAGE MINNESOTA	18,489.74
BUILDERS FIRSTSOURCE INC	218.10
C&L EXCAVATING INC	466,625.66
CARDCONNECT	84.65
CARR'S TREE SERVICE, INC.	2,400.00
CAYAN	19,051.32
CHARTER COMMUNICATIONS	247.48
CHOSEN VALLEY TESTING INC	2,022.00
CIVIC SYSTEMS LLC	78,334.00
CLIMATE MAKERS INC	7,200.00
CLOVER	215.59
VIKING COCA-COLA BOTTLING CO	1,085.16
COMSTOCK CONSTRUCTION INC	20,791.90
COOPERS TECHNOLOGY GROUP	78.99
CORE & MAIN LP	164.18
COSSETTE ELECTRIC LLC	1,836.78
D-S BEVERAGES, INC.	38,816.41
DSI AUTOMOTIVE PRODUCTS	138.00
DACOTAH PAPER CO	9,519.16
DAILY JOURNAL	4,107.31
WASTE MANAGEMENT	4,747.43
ENVIRONMENTAL EQUIP & SERVICES	2,456.25
EZ OPEN GARAGE DOOR	125.00

8/19/2024

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

FARGO FREIGHTLINER	668.47
FASTENAL COMPANY	492.25
FERGUS BREWING COMPANY LLC	636.00
FERGUS HOME & HARDWARE	241.98
FERGUSON ASPHALT PAVING INC	474,020.54
FERGUSON BROTHERS EXCAVATING	5,350.00
FERGUSON WATERWORKS #1657	14,829.84
FINNLYTECH INC	3,148.00
GALLS LLC	685.33
GOIN' POSTAL FERGUS FALLS	14.80
GOODIN COMPANY	1,899.74
GOPHER STATE ONE CALL	259.20
GRAINGER INC	181.90
GREAT PLAINS NATURAL GAS CO	592.94
HERZOG ROOFING	1,200.00
HIGH POINT NETWORKS LLC	4,004.00
HIRERIGHT LLC	11.75
THE HOME CITY ICE COMPANY	1,605.41
HOME DEPOT CREDIT SERVICES	1,155.33
HOOPLA	1,099.45
HOTSY MINNESOTA	37.16
INTERSTATE BATTERY SYSTEM	277.90
INTERSTATE ENGINEERING INC.	1,022.50
JLG ARCHITECTS	11,920.60
J.P. COOKE COMPANY	99.90
JOHNSON BROTHERS LIQUOR CO	11,190.22
JOHNSON CONTROLS FIRE	9,702.33
KIRBYBUILT SALES	9,744.05
LAKE REGION ELECTRIC COOP	2,647.91
LAKE REGION HEALTHCARE CORP	375.00
LAKWAY EXPRESS LLC	21.74
LEAGUE OF MN CITIES INS TRUST	1,954.82
LOCATORS & SUPPLIES INC	55.99
LOCKBOX SERVICES 931054	11,068.83
M-R SIGN COMPANY INC	372.50
MTI DISTRIBUTING INC	248.81
MAGAZINE SUBSCRIPTION SERVICE	2,599.00
MARCO TECHNOLOGIES LLC	2,254.63
MASTER'S MARTIAL ARTS ACADEMY	270.00
MCMASTER-CARR SUPPLY CO	784.66
MEDTOX LABORATORIES INC	33.40
METRO SALES, INC	68.64
MIDWEST LOCK & DOOR INC	287.50
MIDWEST PRINTING COMPANY	64.59
MINN-DAKOTA/OTTER TAIL COACHES	315.84
MISSION MECHANICAL INC	4,000.00
MOBOTREX INC	293.00

8/19/2024

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

MOORE ENGINEERING INC	25,960.00
MOTOROLA SOLUTIONS INC	42,103.04
TONY NEVILLE	3,850.00
NORTHWEST TIRE INC	107.45
NYCKLEMOE & ELLIG, P.A.	9,758.33
OLD CASTLE INFRASTRUCTURE	885.90
O'REILLY AUTOMOTIVE INC	16.98
OTTER TAIL POWER COMPANY	68,812.93
OTTER TAIL TELCOM	6,719.28
OVERDRIVE INC	474.01
PPI CONSULTING LLC	475.00
PEPSI BEVERAGE COMPANY	1,049.65
PHILLIPS WINE & SPIRITS CO	17,647.01
PIGEON CONSULTING LLC	2,000.00
PLUNKETT'S PEST CONTROL INC.	21.40
POLICE DEPT CONTINGENCY FUND	209.99
POMP'S TIRE SERVICE INC	1,642.27
POSTAGE BY PHONE	3,000.00
PRECISION CATERING MINNESOTA	2,079.00
QUALITY FLOW SYSTEMS, INC	815.55
ROBERT BROOKE & ASSOCIATES	227.64
RMB ENVIRONMENTAL LABORATORIES	1,186.92
PAUL R. RATZ	1,296.00
REDSTONE TECHNOLOGIES INC	21,344.80
REVTRAK INC	10,923.57
RICHES PROPERTIES LLC	525.00
JOE RILEY CONSTRUCTION INC	252,205.54
ROAD DOCTORS LLC	529.92
SANITATION PRODUCTS INC	63.73
TYLER SCHWARTZ	150.00
SHORT ELLIOTT HENDRICKSON INC	31,968.00
SIGELMAN STEEL & SALVAGE CO	420.78
SKY CREW SERVICES, LLC	3,500.00
SOUTHERN GLAZER'S OF MN	1,486.08
SPEE*DEE DELIVERY SERVICE INC	203.72
STEIN'S INC	29.63
STENERSON BROTHERS LUMBER CO	581.95
SUMMIT COMPANIES	577.00
TAFT STETTINIUS HOLLISTER LLP	8,218.85
TAG-UP	270.00
TERRACON CONSULTANTS INC	6,606.63
SCOTT THUNSELLE	110.00
T-MOBILE	192.33
TOTAL REGISTER SYSTEMS	32.21
THE TRADESMEN CONSTRUCTION INC	1,272,829.09
US BANK EQUIPMENT FINANCE	594.21
VECTOR WINDOWS INC	167.21

8/19/2024

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

VERIZON WIRELESS	1,152.13
VIKING LIBRARY SYSTEM	54.00
VINCO INC	2,459.87
WALLWORK TRUCK CENTER F.F.	11,621.61
WADENA ASPHALT INC	5,544.00
WEST CENTRAL ABSTRACTING	85.00
WEX	4,212.77

TOTAL OTHER GOVERNMENT	242,285.79
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TOTAL OTHER VENDORS	3,221,380.53
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TOTAL ALL VENDORS	3,463,666.32
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