



**City Council Agenda  
February 16, 2021  
5:30 pm in the City Council Chambers**

Due to the COVID-19 pandemic, some or all members of the Fergus Falls City Council, will participate in the February 16, 2021 council meeting via zoom or telephone rather than by being personally present at the regular meeting place at 112 W Washington Avenue.

Members of the public can monitor the council meeting by logging into zoom

<https://us02web.zoom.us/j/6667456876>

Meeting ID: 666 745 6876

Members of the public can also use the call in number of 312 626 6799

After the meeting has concluded, it can also be accessed through the city's You Tube channel

<https://www.youtube.com/channel/UCDF-uPf-xwIfdqZURg578DA>

Invocation – Pastor Kate Bruns  
Pledge of Allegiance

- A. Call to Order
- B. Roll Call
- C. Approval of the Agenda
- D. Public Hearings
- E. Awarding of Bids
- F. Petitions and Communications
- G. Consent Agenda
  - 1. Motion approving the minutes from the February 1, 2021 city council meeting
  - 2. Motion approving licenses
  - 3. Resolution authorizing the Library Director to apply for a \$2,500 grant from West Central Initiative's Donor Advised Fund for the Extra Reading at the Library program
  - 4. Resolution of support for the Otter Tail County LRIP funding application for the Fir and Friberg Avenue intersection improvement
- H. Ordinance and Resolutions
  - 1. Second reading of Ordinance 10, Eighth Series, Light Industrial Uses in the B-5 and B-6 zones
  - 2. Motion directing the City Attorney to draft amendments to Ordinance 61, Sixth Series, Code of Ethics
  - 3. Resolution extending the Purchase Agreement for Rivers Edge Investments LLC for the city owned parking lot
  - 4. Resolution opposing Minnesota adopting California's Clean-Car Initiative

- I. Presentation of Claims \$2,492,731.29
- J. Board, Committee and Department Reports
- K. Reports from Staff and Administrative Officers
  - 1. Update on Otter Tail Power Street Lighting Project-Phase II
  - 2. Public Works Director update on city's snow removal process
  - 3. Update on Capital Improvement Plan
- L. Old Business/Unfinished Business
  - 1. Airport Manager/Fixed Based Operator Update
- M. New Business
- N. Miscellaneous Announcements
  - February 24      7:00 am      Committee of the Whole meeting
  - March 1          5:30 pm      City Council meeting
- O. Adjournment

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

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

City Council Meeting  
February 1, 2021

The Fergus Falls City Council held a regular meeting on Monday February 1, 2021 at 5:30 pm in the City Council Chambers. Pastor Doug Dent of Federated Church gave the invocation and the Pledge of Allegiance was recited. Mayor Schierer called the meeting to order at 5:33 pm. Council members in attendance were Gustafson, Hicks, Fish, Hagberg, Kvamme, Rufer, and Thompson. Arneson was absent.

**Approval of the Agenda**

A motion and second were made by Gustafson and Hagberg approving tonight's agenda with the addition of an update from Greater Fergus Falls (Board and Committee Reports) and the motion carried.

**Giving Hearts Day Proclamation**

Mayor Schierer read a proclamation declaring February 11, 2021 as Giving Hearts Day. A video highlighting local organizations involved in these fundraising efforts was shared.

**Bicycle Friendly Award**

Wayne Hurley, representing Pedal Fergus Falls shared the City of Fergus Falls recently received a Bicycle Friendly Award. Fergus Falls is now in the nation's top ten list of bicycle friendly businesses from the League of American Bicyclists.

**Consent Agenda**

The following items were approved under **Resolution #18-2021** by Fish: Motion approving the open and closed minutes for January 19, 2021 council meetings. A motion approving a Metal Recycling license for Lakes Iron & Metal, Inc. and a Mechanical license for Jerry's Heating & A/C. **Resolution #19-2021** authorizing the Library Director to submit a National Endowment for the Arts Big Reads grant request. A motion directing the City Attorney to draft an ordinance amending allowed light industrial uses in B-5 and B-6 zones. The resolution was seconded by Thompson and was adopted.

**Ordinance 10**

Ordinance 10, Eighth Series, Amending allowed uses in B-5 and B-6 Shopping Center Business Districts was introduced by Hicks and was declared to have its first reading.

**Fire Relief Service Benefits**

Luke Draxten, representing the Fire Relief Association, asked the council to approve an increase in service benefits for retiring paid on call firefighters from \$5,150 to \$5,500 per year of active service. After analyzing the request, reviewing the funding ratio parameters and rate of their investment return, the Fire Relief Association recommended the increase. Kvamme offered **Resolution #20-2021** approving an increase in service benefits for retiring paid on call fighters, which was seconded by Hagberg and was adopted.

**Lobbyist Services**

The Legislative Committee recommended retaining the lobbyist services of Joel Carlson for the 2021-2022 state legislative biennium. Mr. Carlson has worked as the city's lobbyist for the past 18 years and his efforts have been fruitful in providing state funding for local projects. Mr. Carlson has offered

to lower the rate of his contracted services for the work he will provide in 2021 due to the economic uncertainty of the state's budget situation. His contract for 2021 would be \$21,500 and the 2022 rate is \$43,000. Mr. Carlson will focus his efforts on the proposed sales tax items and losses related to the coal plant closure slated for later this year. Rufer and Fish commented on their support to retain Mr. Carlson's services and Hicks stated he is opposed to the principal of hiring lobbyists. Rufer offered **Resolution #21-2021** approving the hiring of Joel Carlson as the 2021 and 2022 lobbyist for the City of Fergus Falls, which was seconded by Fish and the resolution was adopted with Hicks voting in opposition.

### **Airport Manager/Fixed Based Operator**

The city has been working through the process of hiring an Airport Manager/Fixed Based Operator (FBO) after the recent retirement of the previous manager. On January 25, the Airport Advisory Board made a recommendation on the new manager, but they have indicated their desire to have more time to discuss the issue. Mayor Schierer suggested giving them an additional two weeks of time to deliberate and bring forth a recommendation at the February 16 council meeting. A motion and second were made by Rufer and Hicks to hold off on making a hiring decision for two weeks to allow the Airport Advisory Board the time they requested to provide additional input and the motion carried.

John Decoster of Landrum Brown is the consultant hired by the city to oversee the Airport Manager/FBO process. Mr. Decoster provided a summary and timeline of the process the city used to solicit these airport services. Requests for Proposals (RFP) were sought to identify candidates that possessed the specifications sought by the Airport Advisory Board. The RFP was reviewed by the board and the position was publicly advertised from late November until December 30, 2020. Four proposals were submitted and Landrum Brown used their professional expertise and knowledge of the airport industry to score and rank the candidate proposals. A matrix of the criteria, scores and candidate proposals was provided to the board members. On January 25, the Airport Advisory Board unanimously voted to recommend Alexandria Aviation (dba Otter Aviation), but have now requested more time to consider their recommendation. This recommendation will be considered by the council at their February 16, 2021 council meeting.

### **Greater Fergus Falls Services Contract**

Late last year Steve Rufer, in his capacity as the Greater Fergus Falls President, sent a letter to the city requesting the Economic Development Services Agreement with the city be amended. They requested the city continue providing them with the state statutory maximum amount of funding (\$50,000 per year) and discontinue the current agreement. If their professional services are needed, they could be provided for additional compensation. Mayor Schierer did not feel it is unusual to not have an agreement and he would be willing to discuss a partnership based from a professional services agreement. Council Member Tom Rufer nominated Krista Hagberg and Karoline Gustafson to meet with a few members of the Greater Fergus Falls board and start this discussion. He then advocated for the city continuing to work with Greater Fergus Falls as they have produced results. Hicks stated his preference for having a contract in place so the scope of work, obligations and roles are clearly defined. He was concerned the city would get charged for work that used to be provided under the contract and suggested the organization contact Otter Tail County for funding since they expanded their territory to a 10 mile radius outside of the city limits. T. Rufer felt there is great value in the services provided and the \$50,000 contribution to Greater Fergus would be less expensive than the city hiring an economic development staff member. There was a consensus with the council to have

Council Members Hagberg and Gustafson meet with representatives from Greater Fergus Falls and bring a recommendation back to the city.

### **Resolution of Accounts**

Fish offered a resolution authorizing the payments and claims in the amount of \$1,057,843.74, which was seconded by Hagberg and was adopted.

### **Reports**

The Mayor reported the Greater Fergus Falls annual report is complete and will be presented at the February 24 Committee of the Whole meeting. A new massage therapist has started a business downtown and was welcomed to the community.

The meeting adjourned at 6:20 pm.

*Lynne Olson*

### **Open Forum**

Kevin Petron, 708 S Oak Street Apt 2

Mr. Petron spoke to the council at the open forum about his concerns with snowplowing and parking. He felt people are confused when the plows will be out and when to move their vehicles. The longer vehicles stay in place, the more snow that piles in the streets creating dangerous conditions on narrow streets. He also expressed concerns for the pedestrians who have to go into the street because of those who don't shovel their sidewalks. He advocated for the city to implement an odd/even parking system and to ticket and tow vehicles not in compliance.

Mayor Schierer felt it would be appropriate for staff to recap the city's snow removal system. Hicks suggested including reminders such as garbage cans being picked up within 24 hours, proper clearance between garbage and recycling containers and timely cleaning of sidewalks should be included in this review.

FOR COUNCIL MEETING—FEBRUARY 16, 2021

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

Excavator

Ripley's Inc.

Sidewalk/Paving

Skjeret Concrete

Minnesota Lawful Gambling Permit

Fergus Falls Rotary Foundation for raffle on March 31, 2021 at the Fergus Falls YMCA  
Children of St. Peter for raffle on April 18, 2021 at the Church of Our Lady of Victory

Fireworks Sales

Fleet Farm (May 1-July 31 and December 5, 2021-Jan 4, 2022)



## Council Action Recommendation

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Page 1 of 1

**Meeting Date:** February 18, 2021

**Subject:** Grant from West Central Initiative's Donor Advised Fund

**Recommendation:** Request approval to apply for a grant amount of \$2,500 from West Central Initiative's Donor Advised Fund

**Background/Key Points:** The funding would be used to help fund the library's summer tutoring program. The tutoring program is called Extra Reading at the Library or (ERL). Summer reading tutoring has been offered by the library for 18 years.

**Budgetary Impact:** We are requesting a grant of \$2,500.00. The total project cost is \$11,000. Additional funding comes from community partners and donations.

**Originating Department:** Fergus Falls Public Library

**Respectfully Submitted:** Gail Hedstrom

**Attachments:** None



## Council Action Recommendation

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Page 1 of 1

**Meeting Date:**

February 16, 2021 – City Council

**Subject:**

PI 5318 – Fir & Friberg Avenue (MSA No. 123) Intersections Improvement

**Recommendation:**

- Resolution of Support to submit the LRIP funding application for the Fir & Friberg Avenue intersection improvement

**Background/Key Points:**

On March 16, 2020, the City and Otter Tail County initiated a joint agency effort to study round about design feasible in the City. The primary intersection of interest was the Fir Avenue and Friberg Avenue intersection. The intersections of Union and Tower Road were added to the study as it progressed.

In April, 2020 the City Council accepted comments from the public about the three conceptual designs. Of the three intersections, Union and Fir Avenue conceptual design appeared to be the most controversial based on property access concerns from adjacent owners. The Friberg preliminary conceptual design did not receive many objections other than requests to incorporate bike and pedestrians enhancements.

Although funding has not been identified to date, Otter Tail County has been exploring potential funding sources. Currently, the Local Roads Improvement Program (LRIP) is soliciting for projects to fund.

The Local Roads Improvement Program (LRIP) was established by the Minnesota legislature in 2002. The LRIP provides funding for capital construction costs only. Engineering, right of way, or other non-construction related costs are considered local matches. The LRIP has three types of accounts with a specific intent for the types of local road projects that can be considered for program. Otter Tail County and the City will be applying for the Rural Road Safety Account that funds capital safety improvement projects on County State Aid Highways (CSAH) primarily to reduce traffic crashes, deaths, injuries, and property damages. The maximum request for a single agency is \$1,250,000. Applications are due March 3, 2021.

The City and Otter Tail County intends on applying to the LRIP for the Fir & Friberg Avenue intersection. The application requires a resolution of support from all contributing agencies. I am requesting the City Council approve this request.



**Budgetary Impact:**

The City's cost share is proposed to be funded through Municipal State Aid allocations.

**Originating Department:**

Engineering Department

**Respectfully Submitted:**

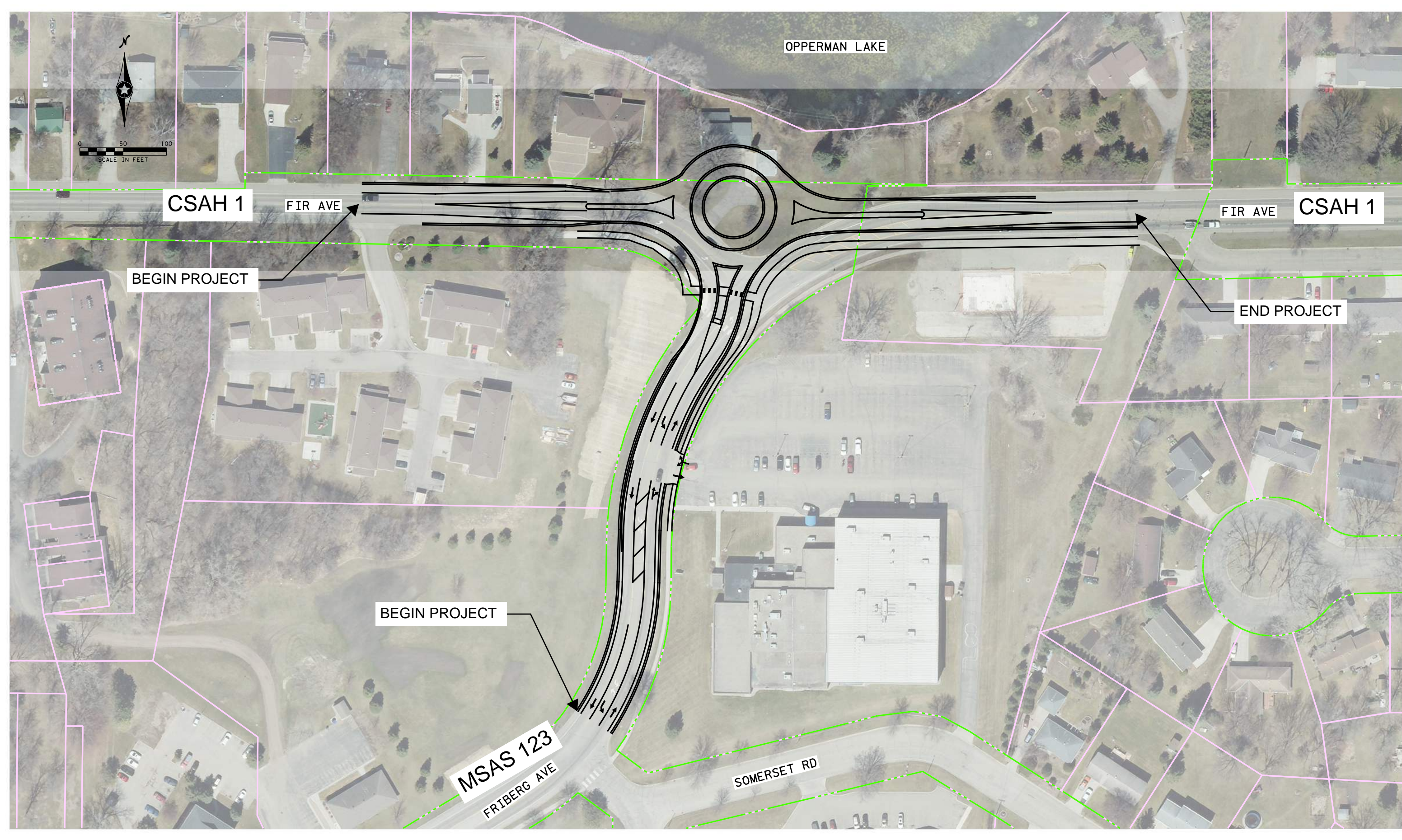
Brian Yavarow, P.E. – City Engineer

**Attachments:**

Fir & Friberg Avenue Conceptual Design



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**SRF** Fir Ave. and Friberg Ave. Intersection Feasibility Study

Roundabout Alternative  
Otter Tail County, MN

Job #11568  
12/19/2018

Figure X



**ORDINANCE NO. 10, EIGHTH SERIES**

**AN ORDINANCE OF THE CITY OF FERGUS FALLS, MINNESOTA,  
AMENDING CHAPTER 154.002 DEFINITIONS AND CHAPTER  
154.040 B-5 AND B-6 SHOPPING CENTER BUSINESS DISTRICT OF  
THE CITY CODE.**

THE CITY OF FERGUS FALLS DOES ORDAIN:

Section 1. City Code Chapter 154.002 Definitions, Light Industrial, is hereby added to read as follows:

***LIGHT INDUSTRIAL.*** Light Industrial means a category of uses that is capable of operation in such a manner as to control the external effects of manufacturing processes such as smoke, noise, vibration, soot, and odor. It includes limited intensity levels of manufacturing and assembly activities primarily from previously prepared or refined materials, or from raw materials that do not need refining, warehousing of produced products on site with limited direct public access, research and development, packaging, and associated offices and similar uses as determined by the City Planner within an enclosed building. This use category includes, but is not limited to, food processing, contractors, textiles, wood products, tool and die, printing, pharmaceuticals, machinery manufacturing or assembly, research and development, laboratories, but excludes basic industrial processing from raw materials or other heavy industrial uses.

Section 2. City Code Chapter 154.040 B-5 and B-6, Shopping Business District, (B)(2) is hereby amended to read as follows:

(2) B-6, Sub-Regional Shopping Center. Within a B-6, Sub-Regional Shopping Center Business District, no building or land shall be used, except for one or more of the following uses, subject to division (C)(2) below:

- (a) Drive-in restaurants;
- (b) Any uses as permitted and regulated in the B-3, General Business District; except that, no dwellings shall be permitted; and
- (c) Indoor recreation – such as trampoline parks, skating and archery, etc.

Section 3. City Code Chapter 154.040 B-5 and B-6, Shopping Business District, (C) is hereby amended to add paragraph (10) as follows:

- (10) Light Industrial Uses; subject to the following:

(a) There shall be no outside storage of materials or goods unless an allowed retail use is permitted in the zone in conjunction with the manufacturing business to sell a finished product.

b) There shall be no uses that produce fumes, exhaust, or other nuisance conditions outside of the structure.

Section 4. Effective date. The effective date of this ordinance shall be the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

THIS ORDINANCE was introduced on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and adopted by the City Council of the City of Fergus Falls, Minnesota, on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the following vote:

AYES:

NAYS:

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

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

barb/acityoffergusfalls/ords/8thseries,Ord10

ORDINANCE NO. 61, SIXTH SERIES

AN ORDINANCE OF THE CITY OF FERGUS FALLS,  
MINNESOTA, AMENDING CITY CODE CHAPTER 2  
ENTITLED "ETHICS IN GOVERNMENT - CODE OF ETHICS"  
BY ADDING SECTION 2.90 RELATING TO A CODE OF  
ETHICS COVERING PUBLIC OFFICIALS, CITY EMPLOYEES  
AND ITS VOLUNTEERS, WHICH AMONG OTHER THINGS,  
CONTAINS PENALTY PROVISIONS.

THE CITY OF FERGUS FALLS DOES ORDAIN:

Section 1. The City Council of the City of Fergus Falls determines that Fergus Falls government exists to serve the people of Fergus Falls, in order to do so effectively, the people of Fergus Falls must have confidence and trust in the integrity of their city government. The public judges its government by the way its public officials and employees conduct themselves in the posts in which they were elected or appointed. City officials and employees hold positions of public trust under the scrutiny of public opinion, and their actions must be above suspicion. The public deserves elected and appointed officials, City employees and volunteers who maintain the highest ethical principles and avoid misconduct and conflicts of interest, apparent or real. The public has the right to expect that its city officials, employees and volunteers will conduct themselves in a manner that will preserve public confidence in and respect for government. Effective democracy depends on a government that is fair, ethical and accountable to the people it serves.

Section 2. The City Council of the City of Fergus Falls determines that it is in the best interests of the residents of the City of Fergus Falls In order to continue the public confidence and the integrity of government officials and to promote trust of the people in the objectivity of their public servants, this Code of Ethics for public officials, employees and volunteers of the City of Fergus Falls is adopted. This comprehensive Code of Ethics provides an ethical guide and specific rules that reflect the ethical values of the City of Fergus Falls. It is both inspirational and a basis for disciplinary action. This Code of Ethics defines levels of conduct below which no local official, employee or volunteer can fall without being subject to disciplinary action. The Code of Ethics is designed to promote high ethical standards and conduct, and to foster a healthy culture throughout City government. It is the touchstone for all who work with and for the City to assist them in fulfilling their responsibilities to the people of Fergus Falls.

Section 3. City Code Chapter 2 is hereby amended by adding a new Section 2.90 so as to read as follows:

**§ 2.90 ETHICS IN GOVERNMENT.**

We put the public interest ahead of our own personal advancement and financial interests. We disclose conflicts of interest and refrain from participating in decisions where we have a financial interest. We avoid actions that might impair independence of judgment or give the appearance of impropriety or a conflict of interest. We do not use our position to gain privileges or special treatment and we do not use public property or personnel for private or personal purposes.

**§ 2.901 FIDUCIARY DUTY.**

In the performance of their official duties, local officials, employees and volunteers shall act for the benefit of the City.

**§ 2.902 CONFLICTS OF INTEREST.**

(A) *Definition of Conflicts of Interest.* A local official, employee or volunteer of the City, whether paid or unpaid, shall avoid any situation that might give rise to a conflict of interest. A conflict of interest is present when, in the discharge of official duties, a local official, employee or volunteer participates in a governmental decision,

action or transaction in which he or she has a financial interest, except when the financial interest is no greater than that of another member of his or her business classification, profession or occupation. A financial interest is any interest, including loans, which shall yield, directly or indirectly, a monetary or other material benefit to the local official or employee (other than monetary or material benefits authorized by the City). A financial interest of a local official's employer, employee's employer or volunteer's employer (other than the City of Fergus Falls), his or her associated business, or his or her spouse, domestic partner, or dependent, and their employers or associated businesses shall also be considered a financial interest of the local official, employee, or volunteer. The following assets shall not be considered a financial interest for purposes of this section: (1) ownership of shares in a diversified mutual fund; (2) membership in a pension plan or employee benefit plan; (3) de minimus ownership of bonds or publicly traded securities; (4) ownership of a whole life insurance policy.

(B) *Addressing Conflicts of Interest.* To address conflicts of interest:

- (1) A local official, employee or volunteer shall not participate in making or attempt to use his or her position to influence any City governmental decision, action, or transaction in which the local official, employee or volunteer knows or has reason to know that he or she has a conflict of interest. To participate or participation means making the decision, taking action, entering into a transaction, providing advice or a recommendation, introducing, sponsoring, debating, voting on, approving, and investigating the decision, action, or transaction. Participation includes the direct and active supervision of the participation of a subordinate in the matter. Participation is more than official responsibility, knowledge, perfunctory involvement, or involvement on an administrative or peripheral basis.
- (2) A local official, employee or volunteer may participate in a City government decision, action, or transaction involving an organization or entity if the local official, employee or volunteer, or his or her spouse, domestic partner, or dependent is an officer, director, board member, or trustee does not have a financial interest in the governmental decision, action, or transaction. However, the local official, employee or volunteer must disclose his or her affiliation with the organization or entity as though it was a conflict of interest.
- (3) A local official, employee or volunteer may participate in a City governmental decision involving a related person, other than his or her spouse, domestic partner or dependent, if the local official, employee or volunteer does not have a financial interest in the governmental decision, action, or transaction. However, the local official, employee or volunteer must disclose his or her relationship with the related person as though it were a conflict of interest.

(C) *Disclosure of Conflicts of Interest.* If a local official, employee or volunteer, in the discharge of his or her official duties, recognizes that his or her participation would create a conflict of interest, the local official or employee shall disclose the conflict of interest as follows:

- (1) The Mayor and members of the City Council shall disclose the conflict of interest to each other as soon as they become aware of the conflict. If such official becomes aware of a conflict during a meeting of the City Council, or one of its committees, the official shall immediately disclose the conflict of interest orally. The Mayor or City Council member shall also prepare, on a form prescribed by the City Administrator, a written statement describing the matter requiring action or decision and the nature of his or her conflict of interest. The written statement shall be distributed to the Mayor and the members of the City Council and filed with the City Administrator. After the first time the local official has orally disclosed a conflict of interest and filed the form, the elected official may subsequently orally disclose a conflict by referring to the form. Because the Mayor or City Council members may not attend all City Council or committee meetings, oral disclosure may consist of the written statement being read into the record by the presiding officer at the first regular meeting of the City Council after the form has been filed.

- (2) A department head shall disclose a conflict of interest to the Mayor and the City Council by preparing, on a form prescribed by the City Administrator, a written statement describing the matter requiring action or decision and the nature of his or her conflict of interest. The form shall be distributed to the Mayor and the members of the City Council and filed with the City Administrator.
- (3) A local official or employee who is not covered by paragraphs (1) and (2) above shall disclose a conflict of interest (a) orally to his or her supervisor; and (b) in writing as described below. If there is no supervisor, a local official or employee shall disclose a conflict of interest in writing as described below. A local official or employee who is required to disclose a conflict of interest in writing under this paragraph shall prepare a written statement, on a form prescribed by the City Administrator, describing the matter requiring action or decision and the nature of his or her conflict of interest. The written statement shall be distributed to the employee's immediate supervisor and department head, and filed with the City Administrator.
- (4) All initial written statements required by this section shall be filed and distributed within one week after the local official or employee becomes aware of the conflict of interest.
- (5) If the local official or employee has a supervisor, the supervisor shall assign the matter, if possible, to another person who does not have a conflict of interest. If they have no immediate supervisor, the local official or employee shall remove himself or herself from participating in the action or decision in question. If the local official is a member of the City Council or Mayor, the local official shall not participate in any discussion or vote on any matter involving the conflict of interest. Although the Mayor or City Council member must abstain from voting on the matter, he or she shall be counted present for purposes of a quorum.
- (6) A volunteer shall disclose a conflict of interest orally to the Committee Chairperson, if the volunteer is working on a Committee and said conflict of interest shall also be disclosed orally to the City Administrator. The oral disclosure of a conflict of interest shall include describing the matter requiring action or decision and the nature of the volunteer's conflict of interest. In all situations a volunteer shall remove him or herself from participating in any action or decision in question in which he or she has a conflict of interest.

**§ 2.903 Soliciting or Accepting Personal Gifts.**

(A) A local official, employee or volunteer shall not solicit or accept any gift from any interested person, lobbyist, or principal who has a direct financial interest in a decision that the local official, employee or volunteer is authorized to make.

- (B) Exceptions. The prohibitions in this section to not apply if the gift is:
- (1) A campaign contribution as defined in Minnesota Statutes, Section 10A.01, Subd. 11;
  - (2) A service to assist an official in the performance of official duties, including, but not limited to, providing advice, consultation, information and communication in connection with legislation, or services to constituents;
  - (3) A service of insignificant monetary value; A service is of an insignificant monetary value if the monetary value of said service is less than \$50.00 (Fifty Dollars).
  - (4) A plaque or similar memento recognizing services in a field of specialty or to a charitable cause;
  - (5) A trinket or memento of insignificant value;

- (6) Informational material of unexceptional value;
- (7) Food or a beverage given at a reception, meal, or meeting away from the recipient's place of work by an organization before whom the recipient appears to make a speech or answer questions as part of a program;
- (8) Given because of the recipient's membership in a group, a majority of whose members are not officials, and an equivalent gift is given to the other members of the group; or
- (9) Given by an interested person, lobbyist, or principal who is a related person to the recipient, unless the gift is given on behalf of someone who is not a related person.

(C) A local official, employee or volunteer who receives any gift prohibited by this section shall return, dispose of, or request that the City Council accept the gift on behalf of the City.

**§ 2.904 Use of Official Position to Solicit Privileges or Special Treatment.**

A local official, employee or volunteer shall not use his or her official position to solicit privileges or special treatment, unless the privileges or special treatment are for the benefit of the City.

**§ 2.905 Statements of Economic Interest.**

(A) Minnesota Statutes, sections 10A.01 and 10A.09 require a local official who holds elective office in the City who is appointed or employed in a public position in the City in which the person has authority to make, to recommend, or to vote on as a member of a decision making body, major decisions regarding the expenditure or investment of public money to file a statement of economic interest. In accordance with these statutes and with the provisions of this ordinance, are elected officials, including the Mayor and Council members, shall file a statement of economic interest with the City Administrator on a form prescribed by the City Administrator. Within sixty days after the effective date of this Code of Ethics, every person subject to the disclosure requirements shall file with the City Administrator a disclosure statement indicating the following:

- (1) A list of interests in real property, except for the person's homestead, located within the City of Fergus Falls.
- (2) A list of interests in a business doing business with the City of Fergus Falls.
- (3) A list of interests in any business located within the City of Fergus Falls.
- (4) Current place of employment.

(B) Every person who files as a candidate for an elective city office must file with the City Administrator the statement required by Subd. (A) above at the time the affidavit of candidacy is filed.

(C) Material changes in local officials' real estate or business interest or place of employment shall be disclosed by filing an amended disclosure statement within thirty days after the new interest is obtained or the change of employment occurs.

(D) For purposes of this section "interest" shall mean a substantial financial interest through the ownership of stocks, bonds, notes, or other securities. "Doing business" shall mean engaged in any contractual relationship with the City of Fergus Falls or making application for such relationship or for any relief or benefit available from the City of Fergus Falls, including but not limited to variance, permit, license or plat approval.



(E) Individuals required to file a statement of economic interest are subject to the penalty provisions of Minnesota Statutes, section 10A.09 and this ordinance. All disclosure statements filed with the City Administrator pursuant to this section shall be public data.

(F) The provisions of filing a statement of economic interest does not apply to volunteers of the City unless said volunteer is, in fact, paid or appointed to serve in a public position of the City in which that person has the authority to make, or to vote on as a member of a decision making body, major decisions regarding the expenditure of investment of public money.

#### **§ 2.906 Post Employment Restrictions.**

A former local official or employee shall not disclose or use any confidential, private, nonpublic, privileged or proprietary information gained by reason of his or her City employment or involvement with the City as a local official. The prohibitions of this section shall not apply to a local official or employee acting on behalf of the City, its departments, independent boards, commissions or committees, or another governmental agency unless such assistance or representation is adverse to an adopted policy or position of the City of Fergus Falls.

#### **§ 2.907 City Property.**

A local official, employee or volunteer shall not engage in or permit the unauthorized use or destruction of City property.

#### **§ 2.908 Required Reporting of Fraud; Unlawful Use of Public Funds or Property.**

Whenever a local official or employee discovers evidence of fraud, theft, embezzlement, forgery, or unlawful use of public funds or property, the local official or employee shall promptly report the discovery in writing to the City Administrator and the Internal Auditor. If necessary under state law, the City Administrator shall forward the report to the Minnesota State Auditor.

#### **§ 2.909 Discrimination or Harassment.**

A local official or employee shall not engage in discrimination or harassment in the workplace based on race, color, creed, religion, national origin, sex, affectional preference, marital status, status with regard to public assistance, disability, sexual orientation or age.

#### **§ 2.910 Use or Disclosure of Information.**

(A) A local official, employee, volunteer or any other individual serving in any capacity with the City on a committee, board or commission, shall not use or disclose any information gained in the course of or by reason of his or her official position in any way that violates his or her fiduciary duty to the City of Fergus Falls or the Minnesota Government Data Practices Act.

(B) A local official, employee or volunteer shall not use or disclose privileged, nonpublic, confidential, private or proprietary information gained in the course of his or her responsibilities and duties in any way that could result in financial gain for the local official, employee or volunteer, or for their spouse, domestic partner, or dependents or for a person in a committed relationship with the local official or employee, or for any associated business of the local official, employee or volunteer, or the business of his or her spouse, domestic partner, dependent, or person with whom he or she has a committed relationship.

#### **§ 2.911 Avoiding Bias or Favoritism.**

When making decisions on behalf of the City of Fergus Falls, a local official, employee or volunteer shall act for the benefit of the City of Fergus Falls, avoid bias or favoritism, and shall respect cultural differences.

**§ 2.912 Inappropriate Influence.**

(A) The role of a local official or employee is to exercise his or her judgment to further the best interests of the City of Fergus Falls. For an appointed local official, employee or volunteer this may include making recommendations to elected officials and providing elected officials with multiple policy options and the advantages and disadvantages of these options. Once the City Council and/or the Mayor officially sets policy, the job of a local official, employee or volunteer of the City is to implement the policy in good faith, regardless of his or her personal views.

(B) An elected local official or an employee or business associate of an elected local official or volunteer of the City shall not inappropriately influence the exercise of professional judgment by the staff of the City of Fergus Falls. Examples of inappropriate influence by an elected official, or the employee of an elected official or volunteer, include asking or ordering an appointed local official or employee to:

- (1) Violate this Code of Ethics or an applicable code of professional responsibility under which the local official or employee operates; or
- (2) Do a special favor or make an exception for a constituent or other individual or organization contrary to existing law or adopted City policy; or
- (3) Misrepresent that local official's or employee's, business associate's or volunteer's recommendation to other elected officials.

**§ 2.913 Code of Ethics Violations.**

(A) A local official, employee or volunteer must report any conduct by other local officials, employees or volunteers that he or she believes violates this Code of Ethics either to the alleged violator's supervisor or department head or to the City Administrator. If the alleged violator is an appointed employee who is not a department head, all alleged violations must be reported to the alleged violator's supervisor and department head, or, the City Administrator. If the improper conduct relates to a department head or an elected official, all alleged violations must be reported either to the City Administrator, or, if the alleged violator is the City Administrator, said alleged violation must be reported to the City Attorney.

(B) Once a situation is reported under the above clause, the supervisor, department head, City Administrator or City Attorney, whichever is applicable, has a duty to immediately investigate the alleged violation and make appropriate recommendations to the Mayor, Council and/or the City Administrator.

**§ 2.914 Sanctions - Enforcement**

(A) Any person who violates any provision of this chapter shall be guilty of a misdemeanor. The City Administrator shall monitor compliance with this chapter and shall report all suspected violations to the City Attorney. The City Attorney shall review the report of the City Administrator and determine whether the validity of the complaint, and, if warranted, prosecute the action against any person who violates any provision of this chapter, on behalf of the City of Fergus Falls. It shall not be a conflict of interest for the City Attorney's Office to prosecute a local official, employee or volunteer of the City for any alleged Code of Ethics violations that constitute a crime pursuant to this chapter. If the City Attorney or a member of the City Attorney's office is suspected of having violated this chapter, the City Administrator shall employ outside special counsel to review the complaint and, if warranted, prosecute the action on behalf of the City of Fergus Falls.

(B) In addition to criminal sanctions, an appointed or classified employee or volunteer of the City of Fergus Falls who violates this Code of Ethics may also be subject to disciplinary action up to and including termination of City employment, removal and termination of volunteer status as a volunteer of the City.

(C) The City Administrator shall review allegations of violations of this Code of Ethics by an elected official, a department head, or an appointed local official. In the event the City Administrator is the party alleged to have violated this Code of Ethics, the City Attorney shall review and investigate the allegations of violations of this Code of Ethics. Once the review is complete, the City Administrator or City Attorney, shall report its findings regarding an elected official to the Mayor and to the City Council. The City Council, as a whole, reserves unto itself to impose additional sanctions upon the local official including public reprimand and censure. Nothing in this section or any section shall be interpreted so far as to limit the public's right to petition for recall of any elected public official.

(D) The disclosure statement of economic interest required by this Code of Ethics shall be signed and certified as true by the person required to file the report. Any person who signs and certifies that a report or statement is true, which he or she knows contains false information or knows omits required information is guilty of a misdemeanor.

**§ 2.915 City Contract Compliance.**

All City of Fergus Falls contracts shall include a provision requiring compliance with this Code of Ethics. Any contracts negotiated, entered into or performed in violation of any of the provisions of this Code shall be voidable as to the City. Any permit, license, ruling, determination or other official action of the City applied for in any other manner sought, obtained or undertaken in violation of the provisions of this Code may be invalidated or rescinded.

**§ 2.916 Additional Ethical Standards Permitted.**

The Code of Ethics defines standards of conduct below which no local official or employee should fall. A City department, agency, authority, or instrumentality may adopt and enforce additional ethical standards as needed.

**§ 2.917 Definitions.**

(A) "Candidate" means any individual who files an affidavit of candidacy or petition or appear on the ballot for an elected office.

(B) "Confidential information" means information that is not accessible to the public or to the subject of the information, if any.

(C) "Conflict of interest" means a situation where a local official, employee or volunteer, in the discharge of their official duties, participates in a governmental decision, action or transaction in which he or she has a financial interest, except when that interest is no greater than that of another member of his or her business classification, profession or occupation.

(D) "Financial interest" means any interest, including loans, which shall yield, directly or indirectly, a monetary or other material benefit to the local official or employee (other than monetary or material benefits authorized by the City). A financial interest of a local official's or employee's employer (other than the City of Fergus Falls), his or her associated business, or his or her spouse, domestic partner, or dependent, shall also be considered a financial interest of the local official or employee. The following assets shall not be considered a financial interest for purposes of this section: (1) ownership of shares in a diversified mutual fund; (2) membership in a pension plan or employee benefit plan; (3) ownership of bonds or publicly traded securities with a market value of less than \$2500; (4) ownership of a whole life insurance policy.

(E) "Participate" or "Participation" means making a decision, taking action, providing advice or a recommendation, introducing, sponsoring, debating, voting on, approving, or investigating the decision, action, or transaction. Participation includes the direct and active supervision of the participation of a subordinate in the matter. Participation is more than official responsibility, knowledge, perfunctory involvement or involvement on an administrative or peripheral issue.

(F) "Private information" means information that is not accessible to the public but is accessible to the subject of the information.

(G) "Privileged information" means information that is learned by a local official or employee or volunteer acting in the course of his or her duties, and includes information that the law protects from forced disclosure because of a protected relationship, such as the attorney-client relationship.

(H) "Proprietary information" means information belonging exclusively to the City.

Section 4. City Code Chapter 2 entitled "Ethics In Government" including penalty for violation is hereby adopted in its entirety, by reference, as though repeated verbatim herein.

Section 5. Effective Date. The effective date of this ordinance shall be the 20<sup>th</sup> day of August, 2008.

THIS ORDINANCE was introduced on July 21, 2008, and adopted by the City Council of the City of Fergus Falls, Minnesota, on the 4<sup>th</sup> day of August, 2008, by the following vote:

AYES: Leland, Wilson, Synsteliem, Schierer, Stumbo, Burt, Jensen

NAYS: None

ABSENT: Shelstad

ATTEST:

APPROVED:

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

  
\_\_\_\_\_  
Mayor

Published in the Fergus Falls Daily Journal on August 5, 2008  
drn/clients/city/ordnacs/ord61-ethics 10-16-06



## Council Action Recommendation

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Page 1 of 1

**Meeting Date:**

2/16/21

**Subject:**

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

**Recommendation:**

Resolution extending the Purchase Agreement to include a closing date on or before June 30, 2022

**Background/Key Points:**

The Purchase Agreement between the City and River's Edge Investments for the City-owned parking lot near Shopko currently has a closing date of March 1, 2021 (Section 6). In our on-going conversations with the Developer, it's understood that closing will not be happening by March 1<sup>st</sup> and that this project likely won't happen in 2021, so a request has been made to extend the closing date to read "on or before June 30, 2022." No other terms of this contract would change through this action. Staff is comfortable with this request, as further due-diligence is necessary for the developer.

**Budgetary Impact:**

Proceeds from the sale would not be received as anticipated in March.

**Originating Department:**

Administration

**Respectfully Submitted:**

Andrew Bremseth, City Administrator

**Attachments:**

Purchase Agreement

## PURCHASE AGREEMENT

THIS AGREEMENT ("**Agreement**") made and entered into as of the 2<sup>nd</sup> day of December, 2020, by and between the City of Fergus Falls, MN, a Minnesota municipal corporation, whose address is 112 Washington Ave. W, Fergus Falls, MN 56538 (the "**Seller**"), and River's Edge Investments, LLC, a Minnesota limited liability company, whose address is 925 Clearview Ct., Fergus Falls MN 56537 (the "**Buyer**").

1. **Real Property**. Seller agrees to sell, and Buyer agrees to purchase, upon the terms and conditions hereinafter set forth, certain real property located at the southeast corner of Lincoln Avenue and Cascade Street in Fergus Falls, Otter Tail County, Minnesota, and legally described on Exhibit 1, together with all improvements and appurtenances belonging thereto (the "**Real Property**").

2. **Purchase Price**. The purchase price shall be Three Hundred Twenty-Eight Thousand Dollars and NO/00 (\$328,000.00) payable in cash at closing.

3. **Contingencies**. The terms of this Agreement are contingent upon certain conditions, referred to as "contingencies", being met on or before the date of closing, which contingencies are set forth as follows:

- (a) Zoning for the Real Property that is paid for by and satisfactory to Buyer.
- (b) The Buyer securing financing in amounts and on terms which are satisfactory to Buyer in Buyer's absolute discretion.
- (c) The Buyer securing Tax Increment Financing ("**TIF**") for its intended construction project in amounts and on terms which are satisfactory to Buyer in Buyer's absolute discretion.
- (d) The Seller and Buyer executing a mutually acceptable TIF development agreement for the construction project.
- (e) The Buyer must close on construction loan financing in sufficient amounts for the duration and completion of the TIF development agreement for its intended construction Project. The closing on the construction loan financing may occur simultaneously with the closing of this Agreement.
- (f) An ALTA survey of the Real Property, if desired by Buyer, which illustrates boundaries and locations of improvements and easements which are satisfactory to the Buyer. Said survey shall be paid for by the Buyer.
- (g) An environmental condition of the Real Property, as shown by an environmental site assessment prepared by a company selected by Buyer, which is satisfactory to the Buyer. Said environmental site assessment shall be paid for by the Buyer.

- (h) The Real Property being in such a condition so as to allow the Buyer to construct improvements in a manner and location as desired by Buyer. Said inspection shall be paid for by the Buyer.

Buyer shall have a period of one hundred twenty (120) days from the date of this Agreement to perform its due diligence and to determine its satisfaction of the conditions described in subparagraphs (a), (c), (f), (g) and (h). The conditions described in subparagraphs (b), (d) and (e) must be satisfied on or before closing. The Buyer and its representatives shall have reasonable access to the Real Property to perform Buyer inspections, fulfill contingencies and do its due diligence. If any contingency has not been satisfied to Buyer's or Seller's satisfaction, either Buyer or Seller may elect to terminate this Agreement by providing written notice to the other (which notice must specify the failed contingency). Alternatively, Buyer and Seller may agree in writing to waive any one or more of the contingencies described above and close the transaction pursuant to the other terms of this Agreement.

4. **Title, Liens and Encumbrances.** At closing, Seller shall transfer title to the Real Property to the Buyer by a Warranty Deed conveying good and marketable title to the Buyer. The sale and transfer by Warranty Deed shall be free of all liens and encumbrances except for the following:

- (a) Building and zoning laws, ordinances, state and federal regulations;
- (b) Utility, drainage and other easements of record which do not interfere with Buyer's intended use of the Real Property.

5. **Title Examination.** The parties shall procure a title insurance commitment and final owner's and lender's title policy from West Central Abstracting Company Inc., Fergus Falls, MN (hereafter "**Title Company**") which commitment and policies must show good and marketable title in the Seller, including legal access, ingress and egress to the Real Property, free and clear of all liens and encumbrances, except as noted above and except those acceptable to Buyer or caused to be placed thereon by Buyer. The title commitment will be ordered after the Seller has completed its procedural requirements associated with selling the Real Property and has notified Buyer accordingly. The Buyer shall have 15 days' time to examine said title commitment and within said period of time shall promptly notify the Seller of all objections thereto in writing. If the title to the Real Property is unmarketable, the Seller shall have a period of 90 days in which to correct the title and make it marketable. If the title to the Real Property cannot be made marketable within said period of time or such further time as may be granted by the Buyer, this Agreement shall be wholly null, void, and unenforceable, unless the Buyer waives its objections. The cost of the title insurance commitment and final policy shall be paid as set forth in other portions of this Agreement.

6. **Closing.** Closing of this transaction shall take place and possession of said premises shall be delivered to the Buyer on the 1<sup>st</sup> day of March, 2021 (the "**Closing Date**"),

subject to the extension of time heretofore granted in the event that title to such premises shall be found unmarketable. The closing shall be handled by the Title Company. No in person closing shall be required as closing documents shall be transmitted by mail, email, or fax and money shall be wired between the parties. It is the intention of the Buyer and Seller that the Real Property closing shall occur simultaneously with the TIF development agreement and construction loan financing closings.

7. **Real Estate Taxes and Assessments.** The Seller agrees to pay all real estate taxes and assessments for special improvements levied or assessed for the year prior to closing and prior years. Real estate taxes, and assessments for special improvements for the year of closing shall be prorated between the Buyer and the Seller, and in the event the exact amount of the taxes and assessments for the year of closing are not yet known, the amount to be prorated shall be based on the real estate taxes and assessments for special improvements for the year prior to closing. Buyer agrees to pay the real estate taxes and assessments for special improvements accruing after closing and all subsequent years.

8. **Buyer Representations.** Buyer hereby represents to Seller that Buyer has the full and complete authority to enter into this Agreement, and that the individuals executing this Agreement on behalf of Buyer have the legal and organizational authority to execute this Agreement on behalf of Buyer and to bind Buyer.

9. **Seller Covenants, Warranties and Representations.** Seller provides the following warranties, covenants and representations, which shall be effective as of the date of this Agreement and as of the date of closing:

- (a) Seller has the legal and organizational authority to enter into this Agreement and to sell the Real Property, and that the individuals executing this Agreement on its behalf have the legal and organizational authority to execute this Agreement on behalf of Seller and to bind Seller.
- (b) No consent or approval of any person, entity, or governmental agency or authority is required with respect to the execution and delivery of this Agreement by Seller and, as of the Closing Date, no such consent or approval will be required with respect to the sale by Seller of the Real Property to Buyer.
- (c) Seller has not received notice from any governmental authority of any violation affecting any portion of the Real Property.
- (d) There are no outstanding, pending, or, to the best of Seller's knowledge and belief, threatened suits, judgments, condemnation proceedings, zoning changes, or any other proceedings pending or of record in any court of any nature respecting the Real Property;



- (e) As of the Closing Date, there will be no recorded or unrecorded liens, mortgages, security interests, security agreements, or UCC financing statements, against the Real Property or any part thereof.
- (f) To the best of Seller's actual knowledge, there are no encroachments or boundary line questions affecting the Real Property.
- (g) Until closing, Seller will not grant, enter into or agree to enter into any lease, easement, covenant or restriction affecting the Real Property.

10. **Hazardous Substances.**

(a) **Definitions.** The following definitions apply to this portion of the Agreement.

- i. "**Law or Regulation**" means and includes the Comprehensive Environmental Response, Compensation, and Liability Act ("**CERCLA**") as amended by the Superfund Amendments and Reauthorization Act of 1986 ("**SARA**"); the Federal Resource Conservation and Recovery Act of 1976 ("**RCRA**"); the Clean Water Act, or any similar state law or local ordinance which may regulate the environment or hazardous substances, all as may be from time to time amended and any other federal, state, county, municipal, local, or other statute, law, ordinance, or regulation that may relate to or deal with pollution, contamination, human health, or the protection of the environment including, without limitation, all regulations promulgated by a regulatory body pursuant to any such statute, law, or ordinance.
- ii. "**Hazardous Substance**" means asbestos, urea formaldehyde, polychlorinated biphenyls, heating oil, natural gas, natural gas liquids, liquefied natural gas, synthetic gas useable for fuel (or mixtures of natural gas and synthetic gas), nuclear fuel or materials, chemical wastes, radioactive materials, explosives, known carcinogens, petroleum products, or other dangerous, toxic, or hazardous pollutants, contaminants, chemicals, materials, or substances defined as hazardous, a hazardous substance, a toxic substance, hazardous waste or as a pollutant or contaminant in, or the release or disposal of which is regulated by, any Law or Regulation.

(b) Seller represents and warrants that:

- i. To the best of its knowledge, there is not located on, in, about, or under the Real Property any Hazardous Substance.

- ii. To the best of its knowledge, the Real Property has never been utilized for the storage, manufacture, disposal, handling, transportation or use of any Hazardous Substances, and no Hazardous Substances have been generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on the Real Property.
  - iii. After due inquiry there are no past or present investigations, administrative proceedings, litigation, regulatory hearings, or other action proposed, threatened or pending, alleging non-compliance with, or violation of, any Law or Regulation or relating to any required environmental permits with respect to the Real Property. Seller has not, nor to the knowledge of Seller has any third party, violated any Law or Regulation with respect to the Real Property.
  - iv. The Real Property is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or on any other list, schedule, log, inventory, or record of hazardous waste sites maintained by any state, federal, or local agency.
  - v. To the best of Seller's knowledge, no activity has been undertaken on the Real Property that would cause or contribute to the discharge of pollutants or Hazardous Substances or of fluids into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions that would require a permit under the Federal Water Pollution Control Act or the Clean Air Act, as amended, or any similar state law or local ordinance.
  - vi. Seller has disclosed to Buyer all reports and investigations commissioned by Seller relating to Hazardous Substances and the Real Property.
  - vii. No above ground or underground tanks are located in or about the Real Property, or have been located under, in or about the Real Property and have subsequently been removed or filled. To the extent storage tanks exist on or under the Real Property, such storage tanks have been duly registered with all appropriate regulatory and governmental bodies and otherwise are in compliance with applicable Federal, State and local statutes, regulations, ordinances and other regulatory requirements.
- (c) If any representation or warranty herein contained shall be or be found to be false, inaccurate, or misleading, then Buyer shall be entitled to terminate this Agreement or, if the sale has already closed, to recover damages, including, but not limited to, all costs and expenses incurred in correcting, remediating or remedying any environmental contamination or other problems resulting from Seller's false, inaccurate, or misleading representations or warranties and all costs

of defending any regulatory or governmental action resulting from such error including, without limitation, attorney's fees, expert's fees and costs and disbursements.

- (d) Buyer may hire third parties to conduct a Phase I environmental site assessment, and the cost of said environmental site assessment will be paid by Buyer.

11. **Well Disclosure.** Seller certifies that Seller does not know of any wells on the Real Property.

12. **Individual Sewage Treatment System Disclosure.** Seller certifies that there is no individual sewage treatment system on or serving the Real Property.

13. **Documents and Deliverables for Closing.**

(a) Seller shall furnish the following documents at the time of closing:

- i. Warranty Deed;
- ii. TIF development agreement and related documents;
- iii. Any Certificate of Real Estate Value or Fair Consideration required by the applicable state agencies;
- iv. An affidavit in a form presented by Buyer or by Title Company evidencing the absence of bankruptcies, judgments, tax liens, construction or mechanic's lien rights affecting the Real Property, unrecorded interests affecting the Real Property, persons in possession of the Real Property and known encroachments or boundary line questions affecting the Real Property;
- v. Any documents required by Buyer's title examination which are necessary to convey good and marketable title, free of any encumbrances or liens, and otherwise consistent with this Agreement;
- vi. A non-foreign affidavit containing such information as is required under Section 1445(b)(2) of the Internal Revenue Code and any regulations relating thereto;
- vii. All appropriate disclosures and certificates regarding wells, septic/sewer systems, ground water, environmental conditions or other conditions of the Real Property which certificates are required by the state where the Real Property is located;
- viii. All abstracts of title for the Real Property;
- ix. Any other document required by this Agreement.

(b) Buyer shall deliver the following at Closing:

- i. Purchase price payable in cash;
- ii. TIF development agreement and related documents;
- iii. Copies of construction loan financing documents to secure financing for the completion of the TIF development agreement and its intended Project.
- iv. Any other document required by this Agreement

(c) In addition, each party will deliver to the other party and the Title Company such agreements, assignments, conveyances, instruments, documents, certificates and the like as may be reasonably required by either party or the Title Company to consummate the sale of the Real Property from Seller to Buyer in accordance with the terms of this Agreement.

14. **Possession.** At closing, Seller will deliver possession of the Real Property to Buyer.

15. **Allocation of Closing Expenses.** The parties shall apportion the Closing expenses in the following manner:

(a) Seller's expenses - Seller shall be responsible for:

- i. Transfer tax, if any, connected with the recording of the Warranty Deed;
- ii. The recording fees for any corrective instruments;
- iii. Its own attorney's fees;
- iv. The cost of continuation of the abstract and title commitment;
- v. One-half the cost of the closing fee charged by the Title Company; and
- vi. All other costs specifically allocated to the Seller as set forth in this Agreement.

(b) Buyer's expenses - Buyer shall be responsible for:

- i. Recording fees for the Deed;
- ii. Its own attorney's fees, including fees for title opinions;

- iii. The cost of an owner's title insurance policy and the full cost of a lender's title insurance policy in amounts designated by the Buyer and the lender;
- iv. One-half the cost of the closing fee charged by the Title Company; and
- v. All other costs specifically allocated to the Buyer as set forth in this Agreement, including but not limited to, ALTA survey costs, lender fees and appraisals, and environmental site assessments.

16. **Settlement Statements.** All settlement statements prepared by the Title Company and which show closing amounts for Seller and Buyer shall be provided to both Seller and Buyer.

17. **Survival.** All of the terms, representations and warranties contained herein are continuing and shall survive the Closing.

18. **Default.** If Buyer fails to perform any of the terms or conditions of this Agreement within the specified time limits, Seller may, at Seller's option, declare this Agreement terminated or have this Agreement specifically enforced. Likewise, if Seller fails to perform any of the terms or conditions of this Agreement within the specified time limits, Buyer may declare this Agreement terminated or Buyer may have this Agreement specifically enforced. The rights and remedies granted to the parties in this Section are intended to be cumulative to all other rights and remedies available to the parties (whether under this Agreement, at law, in equity or otherwise); accordingly, the exercise by either party of any such right or remedy shall not preclude it from exercising any other such right or remedy.

19. **Time of the Essence.** Time is of the essence of each provision of this entire Agreement and all of the conditions thereof.

20. **Modification.** No change or modification of this Agreement shall be valid unless the same be in writing and signed by all the parties to this Agreement.

21. **Persons Bound by this Agreement.** This Agreement shall be binding upon the parties, their heirs, devisees, and legal representatives., This Agreement may not be assigned by the either party without each party's prior written consent. The rights and obligations of any party to this Agreement may be exercised or satisfied by that party's legal representative.

22. **Governing Law.** The provisions of this Agreement shall be governed by the laws of the state of Minnesota.

23. **Condemnation.** If prior to the Date of Closing, a public or private entity with the power of eminent domain commences condemnation proceedings against all or any part of the Real Property, Seller will promptly notify Buyer, and Buyer may, at Buyer's sole option, terminate this Agreement.


24. **Casualty Loss.** Until the Date of Closing, the risk of loss for the Real Property is on Seller.

25. **Mutual Indemnification.** Seller will indemnify and hold Buyer harmless from all liabilities (including reasonable attorneys' fees in defending against claims) arising out of claims by third parties relating to acts or occurrences on, at or with respect to the Real Property which occur prior to the closing, unless such claims relate to acts by Buyer or its agents. Buyer will indemnify and hold Seller harmless from all liabilities (including reasonable attorney fees in defending against claims) arising out of claims by third parties relating to acts or occurrences on, at or with respect to the Real Property which occur on or after the closing unless such claims relate to acts by Seller or its agents.

26. **Signature in Counterparts.** This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The parties hereto confirm that any facsimile or scanned copy of another party's executed counterpart of this Agreement (or its signature page thereof) will be deemed to be an executed original thereof.

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

SELLER: CITY OF FERGUS FALLS

By:   
Mayor

By:   
City Administrator

BUYER: RIVER'S EDGE INVESTMENTS, LLC

By:   
Donavan Rogness, Manager

Exhibit 1

(Legal Description)

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

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

And

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

And

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

And

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

RESOLUTION #\_\_ -2021  
RESOLUTION OPPOSING MINNESOTA  
ADOPTING CALIFORNIA'S CLEAN-CAR INTITATIVE

WHEREAS, the Minnesota Governor's Administration and Minnesota Pollution Control Agency (MPCA) are considering adopting a rulemaking process that would bind Minnesota to California's motor vehicle emission regulations and,

WHEREAS, Minnesota has 338 automotive dealerships that sell new vehicles and create nearly 45,000 jobs and in 2019 these dealerships generated sales of \$15.9 billion, had a payroll of \$1.2 billion and paid \$1.0 billion of state sales tax and,

WHEREAS, Fergus Falls, Minnesota has 3 automotive dealerships that sell new vehicles which equates to nearly 200 jobs and in 2020 these dealerships generated sales of \$180 million, and had a payroll of \$11 million and,

WHEREAS, last year the pandemic created a 20% drop in vehicle sales and affected jobs in this market and,

WHEREAS, on average 5% of vehicles purchased in a state are registered to customers from outside the state and in Minnesota that number is almost double, with some dealerships dependent on customers from neighboring states for a significant portion of their sales and,

WHEREAS, it has been estimated the price of all vehicles will increase by a minimum of \$1,139 with the adoption of the California emissions standards, and that increase would negatively affect sales that Minnesota automotive dealers make to customers from surrounding states and,

WHEREAS, cross-border sales and the inability to locate certified industry will be a hardship on dealers and consumers and would especially adversely affect communities in greater Minnesota and,

WHEREAS, these emission standards would go into effect in 2024 and the MPCA is proposing early adoption credits for electric vehicles to encourage investing early in the necessary infrastructure and these costs would fall on Minnesota dealerships, who must buy the cars and bear the brunt of the financial risk.

WHEREAS, President Biden announced his intention to address climate change and his administration plans to reinstate and advance more stringent fuel economy standards,

WHEREAS, if the federal government plans to restore the stringent vehicle emission standards the MPCA has relied on, the Minnesota Auto Dealers Association has advocated opposition to Minnesota moving forward with a plan to follow California instead of waiting for the Biden Administration to reinstate the previous standards and,

WHEREAS, the MPCA rules would go into effect in 2024 and in the following year California will institute updated rules for models beginning in 2026 and begin a phase out of the sale of gas powered passenger vehicles by 2035,



WHEREAS, Minnesota's auto dealers are requesting the Walz Administration drop this plan and work with our legislators and stakeholders on homegrown solutions to address climate change and advance cleaner vehicles,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Fergus Falls, Minnesota to opposed to Minnesota adopting California's Clean-Car Initiative.

The above and foregoing resolution was offered at a regular meeting of the City Council held on February 16, 2021 by Council Member \_\_\_\_ who moved its adoption, was seconded by Council Member \_\_\_\_\_ and adopted by the following vote:

AYES:

NAYS:

Whereupon the above resolution was duly adopted.

ATTEST:

ADOPTED:

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

\_\_\_\_\_  
Mayor

## RESOLUTION ALLOWING CLAIMS &amp; ORDERING PAYMENT THEREOF

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

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

## General

ARC DOCUMENT SOLUTIONS LLC	BASE MAINT CANON, HP DESIGNJET	199.70
ADMINISTRATOR'S CONTINGENCY FD	FEBRUARY EMPLOYEE SVC AWARD	300.00
ADMINISTRATOR'S CONTINGENCY FD	JAN RECORD ANNEXATION-GERHARDS	46.00
ADMINISTRATOR'S CONTINGENCY FD	JAN RECORD CUP-G & S HOLDINGS	46.00
ADMINISTRATOR'S CONTINGENCY FD	JANUARY RECORD ORDINANCE #9	46.00
ADMINISTRATOR'S CONTINGENCY FD	LAND VARIANCE APP REFUND	650.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND MEN'S HOCKEY	450.00
ADMINISTRATOR'S CONTINGENCY FD	RENEWAL/PUBLIC USE LAND AREAS	40.00
ARAMARK	JANUARY LINEN SUPPLY	1,299.77
SEAN ANDERSON	CLEANING WEEKS OF JAN 18-25	410.78
ANYTIME PLUMBING LLC	REPLACE FLUSH VALVE ON TOILET	298.00
ARENA WAREHOUSE LLC	JAN 8MM BLACK FLOORING	1,279.72
AUTO VALUE - FERGUS FALLS	JAN GREASE GUN HOSE	19.99
AVESIS THIRD PARTY ADMIN INC	DECEMBER/JANUARY VISION INS	12.92
BANKCARD CENTER	ADOBE CREATIVE CLOUD	52.99
BANKCARD CENTER	BATTERIES FOR INVESTIGATIONS	5.38
BANKCARD CENTER	CEAM MEMBERSHIP/CONFERENCE	235.00
BANKCARD CENTER	CITY HALL COFFEE	35.92
BANKCARD CENTER	DECEMBER KNOXBOX MODEL 3261	458.00
BANKCARD CENTER	DECEMBER WIRELESS HEADSET	195.96
BANKCARD CENTER	DECEMBER/GAAFR 2020 EDITION	159.00
BANKCARD CENTER	FLASH DRIVES	14.44
BANKCARD CENTER	GARAGE AND PATROL SUPPLIES	22.95
BANKCARD CENTER	ICE CLEATS	26.39
BANKCARD CENTER	JAN GLASS CLEANER	4.29
BANKCARD CENTER	JAN MIAMA MEMBER REGISTRATION	200.00
BANKCARD CENTER	JAN SCENE LIGHTS FOR RANGER	202.98
BANKCARD CENTER	JAN STATE OF MN AG RENEWAL	30.66
BANKCARD CENTER	JANUARY APPY PIE LLC	60.00
BANKCARD CENTER	JANUARY ASSET KEEPER RENEWAL	349.00
BANKCARD CENTER	JANUARY EARBUD HEADSETS	164.61

## General

BANKCARD CENTER	JANUARY EXTERNAL HARD DRIVE	159.99
BANKCARD CENTER	JANUARY E2 IPAD HOLDER	41.09
BANKCARD CENTER	JANUARY FILING FORM 1099-G	220.80
BANKCARD CENTER	JANUARY GRINDER R3 REPAIR	18.95
BANKCARD CENTER	JANUARY LIGHTING FOR E1,T4,E5	298.79
BANKCARD CENTER	JANUARY MEAL FOR OUT OF TOWN	54.35
BANKCARD CENTER	JANUARY MOTOR FUEL	104.33
BANKCARD CENTER	JANUARY PUMP MAINTENANCE	35.11
BANKCARD CENTER	JANUARY SHELVES	79.98
BANKCARD CENTER	JANUARY SHOP TOWELS, PODS	27.26
BANKCARD CENTER	JANUARY SUPPLIES-FACE MASKS	179.92
BANKCARD CENTER	JANUARY TURN SIGNAL FOR RANGER	209.00
BANKCARD CENTER	MOCIC DUES 2021	150.00
BANKCARD CENTER	MONTHLY ADOBE MEMBERSHIP	10.78
BANKCARD CENTER	MOULTRIE MONTHLY FEE	9.99
BANKCARD CENTER	PD COFFEE	17.96
BANKCARD CENTER	RIGGLE UNIFORM PURCHASE	187.63
BANKCARD CENTER	SILBERNAGEL UNIFORM PURCHASE	20.64
BANKCARD CENTER	TONER CARTRIDGE	224.95
BANKCARD CENTER	2021 APWA MEMBERSHIP B YAVAROW	225.00
BANKCARD CENTER	2021 APWA MEMBERSHIP L.TAYLOR	225.00
BANKCARD CENTER	4TH QTR 2020 FORM 941	8.50
CENTURYLINK	FEBRUARY TELEPHONE EXPENSE	64.00
CHARTER COMMUNICATIONS	02/02-03/01/21 CABLE	44.30
COMMISSIONER OF REVENUE	2021 JANUARY SALES TAX	56,685.00
COMPASS MINERALS AMERICA INC	BULK HIGHWAY COARSE W/YPS	5,254.87
COOPERS TECHNOLOGY GROUP	FEB AIR DUSTER,TAPE&DISPENSER	20.36
COOPERS TECHNOLOGY GROUP	FEBRUARY COLOR COPY PAPER	18.23
DACOTAH PAPER CO	JANUARY TP,ROLL TOWELS,BANDAGE	176.84
DAILY JOURNAL	JANUARY PLANNING COMMISSION	189.08
DAILY JOURNAL	JANUARY SPECIAL MEETING	134.75
EMPLOYEES INSURANCE TRUST FUND	FEBRUARY HEALTH INSURANCE	88,721.13
EMPLOYEES INSURANCE TRUST FUND	FEBRUARY LIFE INSURANCE	2,692.60
EQUIPMENT FUND	JAN FUEL CHARGES #3002	61.85
EQUIPMENT FUND	JAN FUEL CHARGES #3006	20.74
EQUIPMENT FUND	JAN FUEL CHARGES #3040	20.29
EQUIPMENT FUND	JAN FUEL CHARGES #3041	48.67
EQUIPMENT FUND	JAN REPAIRS/SERVICE #3040	312.56
4M FUND	JANUARY 2021 SERVICE CHARGE	58.48
FASTENAL COMPANY	FEB AA BATTERIES FOR ARENA	22.03
FASTENAL COMPANY	FEB PARK SAFETY VENDING	19.02
FASTENAL COMPANY	FEB STREET SAFETY VENDING	27.16
FASTENAL COMPANY	JAN PARK SAFETY VENDING	31.01

## General

FASTENAL COMPANY	JAN SIGN HARDWARE	46.00
FASTENAL COMPANY	JAN STREET SAFETY VENDING	37.72
FERGUS FALLS CONVENTION &	DEC 2020 LODGING TAX	5,077.48
FERGUS FALLS CONVENTION &	DEC 2020 LODGING TAX ADMIN	152.32-
FIRE SAFETY USA, INC	FEBRUARY/E2 EQUIPMENT SUPPLIES	710.00
FIRE SAFETY USA, INC	FEBRUARY/FIRE TRUCK	564,177.00
FIRE SAFETY USA, INC	JANUARY COMPARTMENT FLOOR E2	650.00
GENERAL FUND	JANUARY COPIER USE	184.82
GENERAL FUND	JANUARY LONG DISTANCE CHARGES	46.84-
GENERAL FUND	JANUARY/POSTAGE USE	358.03
GENERAL FUND	TRANSFER JANUARY COPIER USE	337.62-
GENERAL FUND	TRANSFER JANUARY/POSTAGE USE	976.75-
GOODIN COMPANY	ARENA SPUD ASSY., STOP REP.KIT	89.78
GOODIN COMPANY	CHANNING W.H. TOILET SEATS	86.30
GOODIN COMPANY	MISC PLUMBING PARTS	54.46
GRAND FORKS FIRE EQUIPMENT LLC	FEBRUARY/FIRE BOOT INSERT	19.58
GRANICUS LLC	2021 GOVACCESS-LICENSING FEE	4,500.00
GREAT PLAINS FIRE	JANUARY APPARATUS ID #E-1	276.95
GREAT PLAINS NATURAL GAS CO	JANUARY NATURAL GAS EXPENSE	2,284.11
HEPPNER CONSULTING, INC.	ANNUAL PRINTER MAINT. (PRT23)	1,337.00
HEPPNER CONSULTING, INC.	HARDWARE MGMT REMOTE SUPPORT	337.49
HEPPNER CONSULTING, INC.	HARDWARE MGMT. CONSOLE	331.25
HEPPNER CONSULTING, INC.	HARDWARE MGMT. DISPLAY	370.61
HEPPNER CONSULTING, INC.	MEDIA ENCLOSURE	693.39
HEPPNER CONSULTING, INC.	TS3100 TAPE DRIVE MAINT.	3,186.38
HIRERIGHT LLC	JAN MVR MIKE BYE	11.15
HOME DEPOT CREDIT SERVICES	JAN 10" TORPEDO LEVEL	15.97
HOME DEPOT CREDIT SERVICES	JAN 3/4" PVC PIPE	2.95
HOME DEPOT CREDIT SERVICES	JANUARY/IRONFORCE, SUPER 33+	17.85
HOME DEPOT CREDIT SERVICES	JANUARY/LIGHTBULBS-MAIN HANGAR	25.69
JK SPORTS	SONSTEBO UNIFORM PURCHASE	72.00
KNUTSON LAWN SERVICE	SNOW REMOVAL AT 724 S OAK ST	260.00
LAKE REGION ELECTRIC COOP	JAN/SNOW REMOVAL/EQUIP BLDG	121.37
LAKE REGION ELECTRIC COOP	JANUARY ELECTRICITY EXPENSE	2,108.62
LAKE REGION HEALTHCARE CORP	DEC PRE-EMPLOY DRUG SCREEN	37.50
LAKELAND MENTAL HEALTH CENTER	JAN/EMPLOYEE ASSIST-1010406	97.00
LAKELAND MENTAL HEALTH CENTER	JAN/EMPLOYEE ASSIST-1011301	97.00
LAKES COUNTRY SERVICE COOP	JANUARY/DRUG&ALCOHOL TRAINING	50.00
LANDRUM & BROWN, INCORPORATED	RFP DEVELOPMENT MGR/FBO FINAL	1,200.00
LEAGUE OF MN CITIES	2021 REGIONAL SAFETY TRAINING	150.00
M-R SIGN COMPANY INC	FEB SCHOOL ADVANCE SIGN	60.31
M-R SIGN COMPANY INC	FEB ST SIGNS HWY 210/TWO RIVER	88.76
MARCO-FARGO	01/27-02/27/21 COPIER RENT	584.61

## General

MARK SAND AND GRAVEL COMPANY	SAND 248.55 TN @ 5.75 EA	1,429.16
MIDWEST PRINTING COMPANY	INTERNAL DEPOSIT TICKETS 2 PT	325.00
MN CHIEFS OF POLICE ASSOC	MN CHIEFS OF POLICE ASSOC MEMB	386.00
MN COUNCIL OF AIRPORTS	MEMBER RENEWAL THRU 4/30/2022	150.00
NARDINI FIRE EQUIPMENT CO INC	ANNUAL FIRE MONITORING FEE	350.00
JAMES NEIGEL	2021 SAFETY GLASSES REIMBURSE	85.00
NEW HORIZONS ENERGY	JANUARY/MAIN TERMINAL PROPANE	837.86
NEW HORIZONS ENERGY	JANUARY/SRE BUILDING PROPANE	448.75
NYCKLEMOE & ELLIG, P.A.	FEBRUARY PROSECUTING SERVICES	8,937.50
O'DAY EQUIPMENT INC	CALIBRATED LL DISPENSERS	560.00
OFFICE OF MNIT SERVICES	JAN. INTERNET USAGE	251.63
OTTER ELECTRIC LLC	FEB 150W HPS MED BASE LAMP	14.98
OTTER ELECTRIC LLC	150W HPS MED BASE LAMP ADAMS P	74.90
OTTER TAIL COUNTY TREASURER	2021 IT TECH SUPPORT	20,000.00
OTTER TAIL POWER COMPANY	JANUARY ELECTRICITY EXPENSE	28,910.34
OTTER TAIL POWER COMPANY	DECEMBER/ICE & SNOW REMOVAL	1,133.99
OTTER TAIL POWER COMPANY	2021 SCHEDULE INSERTS	459.77
OTTER TAIL TELCOM	FEB. ADDITIONAL LISTING	10.00
OTTER TAIL TELCOM	FEB. TELEPHONE LINES	2,646.67
OTTER TAIL TELCOM	FEBRUARY TELEPHONE EXPENSE	762.37
OTTER TAIL TELCOM	JAN. LONG DISTANCE	6.16
WILLIAM PETERSEN	FEBRUARY JANITORIAL SERVICES	950.00
PLUMBERS INC	JAN CONTROL BOARD/CONTROL INST	596.10
POLICE DEPT CONTINGENCY FUND	CHIEFS ASSOCIATION DUES	50.00
POLICE DEPT CONTINGENCY FUND	ELEVATOR LICENSE	100.00
POLICE DEPT CONTINGENCY FUND	FOREMAN UNIFORM PURCHASE	204.78
POLICE DEPT CONTINGENCY FUND	MATTSON CREDIT REPORT	25.13
POLICE DEPT CONTINGENCY FUND	RIGGLE UNIFORM EMBROIDERY	56.00
POLICE DEPT CONTINGENCY FUND	SHIRKEY UNIFORM PURCHASE	80.00
POSTAGE BY PHONE	POSTAGE BY PHONE	3,000.00
PRAIRIE LAKE MUNICIPAL SOLID	DESTROY PHARMACEUTICAL WASTE	292.50
PRO-WEST & ASSOCIATES, INC	GIS TECH SUPPORT SERVICES	1,341.86
PUBLIC UTILITIES DEPARTMENT	JANUARY PUBLIC UTILITIES	2,041.79
SHI INTERNATIONAL CORP	TREND ANTI-VIRUS NEW CLIENTS	1,450.00
SHI INTERNATIONAL CORP	TREND ANTI-VIRUS RENEWAL	1,400.00
SPEE DEE DELIVERY SERVICE INC	FEB SHIPPING	31.47
SWANSTON EQUIPMENT CO	DECEMBER E13 CHAINSAW	367.96
TWIN CITY SHARPENING INC	JAN FREIGHT CHARGES	31.40
TWIN CITY SHARPENING INC	JAN SHARPEN ZAMBONI BLADES	55.00
USABLE LIFE	FEBRUARY LIFE INSURANCE	81.40
VERIZON WIRELESS	FEBRUARY CELL PHONE EXPENSE	40.01
VERIZON WIRELESS	JANUARY CELL PHONE EXPENSE	40.01
VERIZON WIRELESS	PHONES/AIR CARDS JAN 2-FEB1	1,032.75

## General

WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/01F020612	741,432.99
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/3620A7UTO	4.15
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/798186P48	40,000.00
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/882830AF9	62,639.39
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/90376PCH2	145,000.00
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/91282CAV2	200,521.38
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/91282CBC4	149,219.52
WIMACTEL INC	FEBRUARY TELEPHONE EXPENSE	132.00
WRIGLEY MECHANICAL INC.	REPLACE STEAM TRAP	2,373.86
	F U N D   T O T A L	2,175,116.57

## P.A. General

ATLAS OUTDOOR SERVICES LLC	FEBRUARY/CBHH SNOW/LAWN CARE	1,000.00
BANKCARD CENTER	JAN/STRONG TOWNS LOCAL-MOTIVE	125.00
DEPT. OF LABOR AND INDUSTRY	PRESSURE VESSEL INSPECTION	10.00
EMPLOYEES INSURANCE TRUST FUND	FEBRUARY HEALTH INSURANCE	1,126.60
EMPLOYEES INSURANCE TRUST FUND	FEBRUARY LIFE INSURANCE	7.44
GENERAL FUND	JANUARY COPIER USE	54.66
GENERAL FUND	JANUARY LONG DISTANCE CHARGES	.93
JOHNSON CONTROLS INC	MONTHLY MAINT -HVAC DEC	687.18
JOHNSON CONTROLS INC	MONTHLY MAINT -HVAC JAN	553.50
OTTER TAIL TELCOM	FEB. TELEPHONE LINES	6.10
UGSTAD PLUMBING, INC.	BOILER/GEN CK 01/27/21	85.00
UGSTAD PLUMBING, INC.	MONTHLY MAINT-PLBG & HTG JAN	170.00
	F U N D   T O T A L	3,826.41

## Regional Treatment Center-City Operated

BANKCARD CENTER	CUDDEBACK DIGITAL RTC	20.00
OTTER TAIL POWER COMPANY	JANUARY ELECTRICITY EXPENSE	220.04
	F U N D   T O T A L	240.04

## Public Library

RYAN ALBERT	JULY - DECEMBER MILEAGE	211.90
ARAMARK	JANUARY LINEN SUPPLY	38.89
BANKCARD CENTER	ANNUAL GODADDY.COM RENEWAL	59.31
BANKCARD CENTER	ANNUAL MN LIBRARY ASSN DUES	170.00
BANKCARD CENTER	ANNUAL SMALL LIBRARY DUES	300.00
BANKCARD CENTER	JANUARY BOOKS	489.48
BANKCARD CENTER	JANUARY DIGITAL MATERIALS	184.98
BANKCARD CENTER	JANUARY DVD'S	422.41
BANKCARD CENTER	ZOOM VIDEO MONTHLY FEE	16.16
BLACKSTONE PUBLISHING	ADULT BOOKS ON CD	96.80
DEMCO EDUCATIONAL CORP	OFFICE SUPPLIES	575.09
EMPLOYEES INSURANCE TRUST FUND	FEBRUARY HEALTH INSURANCE	8,987.51
EMPLOYEES INSURANCE TRUST FUND	FEBRUARY LIFE INSURANCE	47.43
GENERAL FUND	JANUARY LONG DISTANCE CHARGES	15.69
GENERAL FUND	JANUARY/POSTAGE USE	107.01
GRAINGER INC	PLEATED AIR FILTER	60.60
GRAINGER INC	PLEATED AIR FILTERS	240.00
GREAT PLAINS NATURAL GAS CO	JANUARY NATURAL GAS EXPENSE	39.00
LAKES COUNTRY SERVICE COOP	JANUARY/DRUG&ALCOHOL TRAINING	50.00
MIDWEST PRINTING COMPANY	PRINTED WINDOW ENVELOPES	110.00
OTTER TAIL POWER COMPANY	JANUARY ELECTRICITY EXPENSE	4,389.13
OTTER TAIL TELCOM	FEB. TELEPHONE LINES	67.11
OTTER TAIL TELCOM	FEBRUARY TELEPHONE EXPENSE	147.92
PUBLIC UTILITIES DEPARTMENT	JANUARY PUBLIC UTILITIES	263.58
US BANK EQUIPMENT FINANCE	01/21-02/21/21 COPIER LEASE	540.30
	F U N D   T O T A L	17,630.30

## Bigwood Event Center

MINNESOTA SAFETY COUNCIL, INC.	FEB AED'S WALLMOUNTS	1,664.55
SELAND'S FLOOR COVERING	JAN CARPET TILE INSTALL/FLOOR	4,684.08
	F U N D   T O T A L	6,348.63

## MIF/Small Cities Grant

## MIF/Small Cities Grant

GENERAL FUND	JANUARY COPIER USE	1.00
	F U N D   T O T A L	1.00

## IRP Revolving Loan

GENERAL FUND	JANUARY COPIER USE	7.92
	F U N D   T O T A L	7.92

## CDBG/HUD Revolving Loan

GENERAL FUND	JANUARY COPIER USE	1.72
GENERAL FUND	JANUARY/POSTAGE USE	11.91
	F U N D   T O T A L	13.63

## Capital Improvement

BANKCARD CENTER	M.HARRINGTON RECERTIFICATION	250.00
BRAUN INTERTEC CORPORATION	PROF SERVICE THROUGH 10/30/20	2,555.00
COMMISSIONER OF TRANSPORTATION	EQUIPMENT CALIBRATION-MAT INSP	279.94
OTTER TAIL COUNTY AUDITOR	DAIRY PARCEL 71003500002000	84.00
OTTER TAIL POWER COMPANY	JANUARY ELECTRICITY EXPENSE	84.87
	F U N D   T O T A L	3,253.81

## Liquor Store

RYAN ALBERT	JULY - DECEMBER MILEAGE	211.88
ALEXANDRIA FREIGHT SERVICE INC	FEBRUARY/FREIGHT	66.50



## Liquor Store

THE AMERICAN BOTTLING COMPANY	FEBRUARY/MIX	134.34
THE AMERICAN BOTTLING COMPANY	JANUARY/MIX	142.74
ARAMARK	JANUARY LINEN SUPPLY	248.45
ARTISAN BEER COMPANY	FEBRUARY/BEER	2,199.05
ARTISAN BEER COMPANY	JANUARY/BEER	307.77
BANKCARD CENTER	JANUARY GIFT CARDS	926.64
BANKCARD CENTER	JANUARY MISC PURCHASES	1,006.15
BANKCARD CENTER	JANUARY MOOD PANDORA	58.12
BANKCARD CENTER	JANUARY TIME CLOCK RIBBONS	38.70
BANKCARD CENTER	NOVEMBER MISC PURCHASES CREDIT	582.00-
BELLBOY CORPORATION	FEBRUARY/FREIGHT	3.15
BELLBOY CORPORATION	FEBRUARY/LIQUOR	1,739.45
BELLBOY CORPORATION	FEBRUARY/MIX	204.00
BELLBOY CORPORATION	FEBRUARY/WINE	1,050.00
BEVERAGE WHOLESALERS INC	FEBRUARY/BEER	22,087.35
BEVERAGE WHOLESALERS INC	FEBRUARY/MIX	204.20
BEVERAGE WHOLESALERS INC	FEBRUARY/WINE	292.00
BEVERAGE WHOLESALERS INC	JANUARY/BEER	17,625.75
BEVERAGE WHOLESALERS INC	JANUARY/MIX	268.90
BEVERAGE WHOLESALERS INC	JANUARY/WINE	194.00
BRAUN VENDING INC	FEBRUARY WATER COOLER RENT	16.00
BRAUN VENDING INC	FEBRUARY/SUPPLIES-WATER	25.00
BREAKTHRU BEVERAGE MINNESOTA	FEBRUARY/BEER	19.70
BREAKTHRU BEVERAGE MINNESOTA	FEBRUARY/FREIGHT	390.09
BREAKTHRU BEVERAGE MINNESOTA	FEBRUARY/LIQUOR	17,491.71
BREAKTHRU BEVERAGE MINNESOTA	FEBRUARY/MIX	81.83
BREAKTHRU BEVERAGE MINNESOTA	FEBRUARY/WINE	1,603.82
BREAKTHRU BEVERAGE MINNESOTA	JANUARY/BEER	278.40
BREAKTHRU BEVERAGE MINNESOTA	JANUARY/FREIGHT	63.80
BREAKTHRU BEVERAGE MINNESOTA	JANUARY/LIQUOR	2,049.73
BREAKTHRU BEVERAGE MINNESOTA	JANUARY/MIX	63.00
BREAKTHRU BEVERAGE MINNESOTA	JANUARY/WINE	492.98
CAYAN	JANUARY 2021 CR CD FEES	11,495.82
VIKING COCA-COLA BOTTLING CO	FEBRUARY/MIX	814.65
COMMISSIONER OF REVENUE	2021 JANUARY SALES TAX	12.04
COOPERS TECHNOLOGY GROUP	FEB AIR DUSTER,TAPE&DISPENSER	9.78
COOPERS TECHNOLOGY GROUP	FEBRUARY/PAPER CUTTER	48.15
DACOTAH PAPER CO	JANUARY/BAGS, ROLL THERMAL	276.00
DACOTAH PAPER CO	JANUARY/SUPPLIES-BAGS	127.93
EMPLOYEES INSURANCE TRUST FUND	FEBRUARY HEALTH INSURANCE	10,070.81
EMPLOYEES INSURANCE TRUST FUND	FEBRUARY LIFE INSURANCE	15.19
GENERAL FUND	JANUARY LONG DISTANCE CHARGES	.73
GREAT PLAINS NATURAL GAS CO	JANUARY NATURAL GAS EXPENSE	586.19

## Liquor Store

H BOYD NELSON INC	FEBRUARY/BEER	35,162.91
H BOYD NELSON INC	FEBRUARY/MIX	735.75
H BOYD NELSON INC	JANUARY/BEER	46,606.30
H BOYD NELSON INC	JANUARY/MIX	490.55
HOME DEPOT CREDIT SERVICES	JANUARY/2' STEP LADDER	32.98
HOME DEPOT CREDIT SERVICES	JANUARY/3-STEP PRO STEP STOOL	43.98
JOHNSON BROTHERS LIQUOR CO	FEBRUARY/FREIGHT	302.05
JOHNSON BROTHERS LIQUOR CO	FEBRUARY/LIQUOR	11,074.00
JOHNSON BROTHERS LIQUOR CO	FEBRUARY/WINE	5,586.06
JOHNSON BROTHERS LIQUOR CO	JANUARY/FREIGHT	8.94
JOHNSON BROTHERS LIQUOR CO	JANUARY/LIQUOR	78.25
JOHNSON BROTHERS LIQUOR CO	JANUARY/WINE	90.42
LIQUOR STORE	RECEIPT FEBRUARY RENT	358.00-
MAVERICK WINE	JANUARY/FREIGHT	40.00
MAVERICK WINE	JANUARY/LIQUOR	1,571.82
MID-CENTRAL ICE LLC	FEBRUARY/ICE	107.20
OTTER TAIL POWER COMPANY	JANUARY ELECTRICITY EXPENSE	3,273.73
OTTER TAIL TELCOM	FEB. TELEPHONE LINES	71.02
OTTER TAIL TELCOM	FEBRUARY TELEPHONE EXPENSE	296.00
PAUSTIS & SONS	JANUARY/WINE	3,410.00
PHILLIPS WINE AND SPIRITS CO	FEBRUARY/FREIGHT	108.98
PHILLIPS WINE AND SPIRITS CO	FEBRUARY/LIQUOR	6,648.34
PHILLIPS WINE AND SPIRITS CO	FEBRUARY/MIX	144.00
PHILLIPS WINE AND SPIRITS CO	FEBRUARY/WINE	1,536.25
PHILLIPS WINE AND SPIRITS CO	JANUARY/FREIGHT	58.86
PHILLIPS WINE AND SPIRITS CO	JANUARY/LIQUOR	3,083.70
PHILLIPS WINE AND SPIRITS CO	JANUARY/MIX	48.00
PHILLIPS WINE AND SPIRITS CO	JANUARY/WINE	222.42
PUBLIC UTILITIES DEPARTMENT	JANUARY PUBLIC UTILITIES	415.16
SOUTHERN GLAZER'S OF MN	FEBRUARY/FREIGHT	233.91
SOUTHERN GLAZER'S OF MN	FEBRUARY/LIQUOR	9,799.99
SOUTHERN GLAZER'S OF MN	FEBRUARY/MIX	26.00
SOUTHERN GLAZER'S OF MN	FEBRUARY/WINE	2,248.68
SOUTHERN GLAZER'S OF MN	JANUARY/FREIGHT	14.11
SOUTHERN GLAZER'S OF MN	JANUARY/LIQUOR	1,039.92
WINE MERCHANTS INC	FEBRUARY/FREIGHT	17.88
WINE MERCHANTS INC	FEBRUARY/WINE	856.00
	F U N D   T O T A L	229,586.65

## Refuse Disposal

## Refuse Disposal

ALBANY RECYCLING CENTER INC	OCT RECYCLING COSTS	2,557.69
ARAMARK	JANUARY LINEN SUPPLY	516.80
BANKCARD CENTER	JAN ANTI-SLIP TRACTION TAPE	23.98
BANKCARD CENTER	JAN HOSE REEL,WASHER SWIVEL	287.31
BANKCARD CENTER	JAN MN PCA IND STORMWTR PERMIT	400.00
BANKCARD CENTER	JANUARY ANTI-SLIP TAPE	71.96
BANKCARD CENTER	JANUARY FLOOR SQUEEGEE	41.53
BANKCARD CENTER	JANUARY SANDISK SD CARDS	80.97
COMMISSIONER OF REVENUE	2021 JANUARY SALES TAX	73.89
COMMISSIONER OF REVENUE	2021 JANUARY SWMT	26,642.00
COOPERS TECHNOLOGY GROUP	FEB AIR DUSTER,TAPE&DISPENSER	6.70
EMPLOYEES INSURANCE TRUST FUND	FEBRUARY HEALTH INSURANCE	13,795.41
EMPLOYEES INSURANCE TRUST FUND	FEBRUARY LIFE INSURANCE	58.90
EQUIPMENT FUND	JAN REPAIRS/SERVICE #0501	778.29
GENERAL FUND	JANUARY LONG DISTANCE CHARGES	.09
LAKE REGION HEALTHCARE CORP	DEC PRE-EMPLOY DRUG SCREEN	37.50
MARCO-FARGO	01/27-02/27/21 COPIER RENT	127.72
NEW HORIZONS ENERGY	JANUARY/LANDFILL PROPANE	548.95
OTTER TAIL POWER COMPANY	JANUARY ELECTRICITY EXPENSE	168.46
OTTER TAIL POWER COMPANY	DECEMBER/SERVICE-MAIL BILLS	74.98
OTTER TAIL POWER COMPANY	2021 CITY CLEAN UP FLYER	228.77
OTTER TAIL TELCOM	FEB. TELEPHONE LINES	24.40
OTTER TAIL TELCOM	FEBRUARY TELEPHONE EXPENSE	143.51
U.S. POSTMASTER	FEBRUARY POSTAGE	3,000.00
PUBLIC UTILITIES DEPARTMENT	JANUARY PUBLIC UTILITIES	2,676.96
REVTRAK INC	JANUARY 2021 CR CD FEES	2,100.58
SUMMIT COMPANIES	JANUARY EXTINGUISHER SERVICE	176.55
	F U N D   T O T A L	54,643.90

## Sewage Treatment

ADMINISTRATOR'S CONTINGENCY FD	JANUARY MPCA MANUALS	33.00
ARAMARK	JANUARY LINEN SUPPLY	243.98
BANKCARD CENTER	JAN AQUA JOE 1/2 IN.,3/4 VALVE	68.51
BANKCARD CENTER	JAN CREDIT	16.90-
BANKCARD CENTER	JAN FILTER	89.98
BANKCARD CENTER	JAN IN KNIT ASSY.,BRUSH,TRAY	26.06
BANKCARD CENTER	JAN ROOT INTRUSION SOLUTION	258.40
BANKCARD CENTER	JAN TIRE W/4 LUG RIM LOAD B	113.23

## Sewage Treatment

BANKCARD CENTER	JAN TRAINING CERT.S.NELSON	100.00
BANKCARD CENTER	JAN 23W 100W,75WT CFL,PLC 100W	56.45
BANKCARD CENTER	2021 APWA MEMBERSHIP M.LEMKE	225.00
CENTURYLINK	FEBRUARY TELEPHONE EXPENSE	64.00
COOPERS TECHNOLOGY GROUP	FEB AIR DUSTER,TAPE&DISPENSER	10.82
MARCIA DRECHSEL	2021 SAFETY BOOT REIMBURSEMENT	81.77
EMPLOYEES INSURANCE TRUST FUND	FEBRUARY HEALTH INSURANCE	10,411.20
EMPLOYEES INSURANCE TRUST FUND	FEBRUARY LIFE INSURANCE	40.30
FASTENAL COMPANY	FEB SEWER SAFETY VENDING	11.99
FASTENAL COMPANY	JAN 3 PLY FACE MASKS	27.50
GENERAL FUND	JANUARY LONG DISTANCE CHARGES	9.19
GOPHER STATE ONE CALL	JAN BILLABLE TICKETS	9.00
GOPHER STATE ONE CALL	JAN 2021 ANNUAL FACILITY FEE	16.66
GREAT PLAINS NATURAL GAS CO	JANUARY NATURAL GAS EXPENSE	1,234.71
HOME DEPOT CREDIT SERVICES	JAN MISC CLEANERS/DISINFECTANT	48.30
LAKE REGION ELECTRIC COOP	JANUARY ELECTRICITY EXPENSE	228.23
MARCO-FARGO	01/27-02/27/21 COPIER RENT	127.72
OTTER TAIL POWER COMPANY	JANUARY ELECTRICITY EXPENSE	8,282.37
OTTER TAIL POWER COMPANY	DECEMBER/SERVICE-MAIL BILLS	74.97
OTTER TAIL TELCOM	FEB. TELEPHONE LINES	24.40
OTTER TAIL TELCOM	FEBRUARY TELEPHONE EXPENSE	192.05
U.S. POSTMASTER	FEBRUARY POSTAGE	3,000.00
PUBLIC UTILITIES DEPARTMENT	JANUARY PUBLIC UTILITIES	616.08
RMB ENVIRONMENTAL LABORATORIES	FEB ANALYSIS	616.00
RMB ENVIRONMENTAL LABORATORIES	JAN WEEKLY WASTEWATER MONITORI	216.00
REVTRAK INC	JANUARY 2021 CR CD FEES	2,100.57
SHERWIN WILLIAMS CO	JAN 14MIL THICK NITRILE GLOVES	119.80
SPEE DEE DELIVERY SERVICE INC	JAN SHIPPING	70.50
	F U N D   T O T A L	28,831.84

## Water

ADMINISTRATOR'S CONTINGENCY FD	FEBRUARY EMPLOYEE SVC AWARD	100.00
ARAMARK	JANUARY LINEN SUPPLY	271.62
BANKCARD CENTER	JAN 5 VALVE BACKFLOW TEST KIT	849.31
BANKCARD CENTER	JANUARY STORAGE TOTES	40.77
BANKCARD CENTER	2021 APWA MEMBERSHIP T.OLSON	225.00
BANKCARD CENTER	2021 FEDERAL MOTOR CARRIER REQ	62.50
CENTURYLINK	FEBRUARY TELEPHONE EXPENSE	186.00

## Water

COOPERS TECHNOLOGY GROUP	FEB AIR DUSTER,TAPE&DISPENSER	9.81
EMPLOYEES INSURANCE TRUST FUND	FEBRUARY HEALTH INSURANCE	7,151.17
EMPLOYEES INSURANCE TRUST FUND	FEBRUARY LIFE INSURANCE	58.90
FASTENAL COMPANY	JAN FIRE HYDRANT HARDWARE	26.38
FASTENAL COMPANY	JAN WATER SAFETY VENDING	20.92
FASTENAL COMPANY	JAN 3 PLY FACE MASKS	27.50
FERGUSON WATERWORKS #2516	FEB 1 LB HYDRANT GREASE	48.96
GENERAL FUND	JANUARY COPIER USE	79.16
GENERAL FUND	JANUARY LONG DISTANCE CHARGES	3.98
GENERAL FUND	JANUARY/POSTAGE USE	288.60
GOIN' POSTAL FERGUS FALLS	FEB SHIPPING	27.56
GOIN' POSTAL FERGUS FALLS	JAN POSTAGE	12.68
GOPHER STATE ONE CALL	JAN BILLABLE TICKETS	9.00
GOPHER STATE ONE CALL	JAN 2021 ANNUAL FACILITY FEE	16.67
GRAYMONT (WI) LLC.	FEB HIGH CAL QUICKLIME	5,469.54
HOME DEPOT CREDIT SERVICES	JAN MISC PLUGS (CHAD)	32.98
HOME DEPOT CREDIT SERVICES	JAN MISC SUPPLIES (CHAD)	93.91
HOME DEPOT CREDIT SERVICES	JAN RETURNED PLUGS (CHAD)	38.30-
MARCO-FARGO	01/27-02/27/21 COPIER RENT	127.72
MN DEPARTMENT OF HEALTH	1ST QTR 2021 WATER CONNECTIONS	12,030.00
MINNESOTA RURAL WATER ASSN	JAN 2021 MNRW DUES	325.00
NORTH CENTRAL LABORATORIES	JAN POTASSIUM IODIDE (WTP)	594.59
OTTER TAIL POWER COMPANY	JANUARY ELECTRICITY EXPENSE	4,794.61
OTTER TAIL POWER COMPANY	DECEMBER/SERVICE-MAIL BILLS	74.97
OTTER TAIL TELCOM	FEB. TELEPHONE LINES	24.40
OTTER TAIL TELCOM	FEBRUARY TELEPHONE EXPENSE	162.28
U.S. POSTMASTER	FEBRUARY POSTAGE	3,000.00
PUBLIC UTILITIES DEPARTMENT	JANUARY PUBLIC UTILITIES	166.93
REVTRAK INC	JANUARY 2021 CR CD FEES	2,100.57
SHERWIN WILLIAMS CO	JAN 14MIL THICK NITRILE GLOVES	119.80
VERIZON WIRELESS	FEBRUARY CELL PHONE EXPENSE	89.22
VERIZON WIRELESS	JANUARY CELL PHONE EXPENSE	89.24
	F U N D   T O T A L	38,773.95

## Storm Water

GOPHER STATE ONE CALL	JAN BILLABLE TICKETS	9.00
GOPHER STATE ONE CALL	JAN 2021 ANNUAL FACILITY FEE	16.67
OTTER TAIL POWER COMPANY	JANUARY ELECTRICITY EXPENSE	127.64

## Storm Water

F U N D   T O T A L	153.31
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## Equipment

ARAMARK	JANUARY LINEN SUPPLY	331.44
AMERICAN WELDING & GAS, INC	JAN REPAIR MILLERMATIC 200	638.59
AUTO VALUE - FERGUS FALLS	FEB AIR FILTER UNIT 453	42.50
AUTO VALUE - FERGUS FALLS	FEB ARMORALL TRUCK CLEANER	7.99
AUTO VALUE - FERGUS FALLS	FEB BILLING CORRECTION CREDIT	31.12-
AUTO VALUE - FERGUS FALLS	FEB CORE CREDIT/PARTS RETURN	90.47-
AUTO VALUE - FERGUS FALLS	FEB HOWES ANTI GEL TREATMENT	125.88
AUTO VALUE - FERGUS FALLS	FEB PILOT BEARING UNIT 501	76.16
AUTO VALUE - FERGUS FALLS	FEB SLICK MIST INTERIOR CLEANER	9.99
AUTO VALUE - FERGUS FALLS	FEB STOCK FILTER ORDER	101.27
AUTO VALUE - FERGUS FALLS	FEB 9006XS BULB UNIT 223	25.98
AUTO VALUE - FERGUS FALLS	FEB 9006XS HEADLIGHT BULB	12.99
AUTO VALUE - FERGUS FALLS	JAN BRAKE PARTS CLEANER	41.88
AUTO VALUE - FERGUS FALLS	JAN DOT 3 BRAKE FLUID	5.49
AUTO VALUE - FERGUS FALLS	JAN FUEL FILTERS (STOCK)	48.26
AUTO VALUE - FERGUS FALLS	JAN GREASE GUN HOSE (SHOP)	19.99
AUTO VALUE - FERGUS FALLS	JAN HYD ADAPTER UNIT 225	3.19
AUTO VALUE - FERGUS FALLS	JAN OIL FILTER UNIT 2090	4.65
AUTO VALUE - FERGUS FALLS	JAN R/R CALIPER/REAR PADS 2055	192.47
AUTO VALUE - FERGUS FALLS	JAN STOCK PARTS ORDER	143.31
BUY-MOR PARTS & SERVICE LLC	JAN TROUBLESHOOT ENGINE LIGHT	5,891.24
BUY-MOR PARTS & SERVICE LLC	JANUARY/CREDIT LABOR	110.00-
BANKCARD CENTER	JAN HALOGEN LIGHTS UNIT #710	65.77
BANKCARD CENTER	JAN MN VEHICLE SEC. DECALS	72.50
BANKCARD CENTER	JAN NIGHT VISION BACKUP CAMERA	284.23
BANKCARD CENTER	JAN SHOP TOILET PARTITIONS	2,510.00
BANKCARD CENTER	JAN SIDE VIEW MIRRORS UNIT3044	59.99
BANKCARD CENTER	JAN ZAMBONI BATTERY CONNECTORS	27.50
BANKCARD CENTER	JANUARY CLEANER/DEGREASER	11.99
BANKCARD CENTER	JANUARY EQUIPMENT PARTS	161.46
BANKCARD CENTER	JANUARY FILTERS UNIT 501	814.39
BANKCARD CENTER	JANUARY GREASE GUN HOSE	22.68
BANKCARD CENTER	JANUARY LICENSE TABS	55.84
BANKCARD CENTER	JANUARY MOTOR FUEL	22.99
BANKCARD CENTER	JANUARY NOZZLES FOR SANDERS	31.76

## Equipment

BANKCARD CENTER	JANUARY SHIPPING	10.50
BANKCARD CENTER	JANUARY SHOE ASSEMBLY	39.98
BANKCARD CENTER	JANUARY SMALL TOOLS	24.45
BANKCARD CENTER	JANUARY WALLPLATE, CLEANER	38.24
BANKCARD CENTER	JANUARY WIRE DECKS	216.00
BEYER BODY SHOP, INC.	JANUARY/HAULED SKIDSTEER	150.00
CENTURYLINK	FEBRUARY TELEPHONE EXPENSE	194.00
COMMISSIONER OF REVENUE	2021 JANUARY SPECIAL FUEL TAX	878.94
COMMISSIONER OF REVENUE	2021 JANUARY SALES TAX	158.07
COOPERS TECHNOLOGY GROUP	FEB AIR DUSTER,TAPE&DISPENSER	5.48
CRYTEEL TRUCK EQUIPMENT INC	JAN HYD FILTER UNIT 215	104.98
EMERGENCY AUTOMOTIVE	FEB CORNER LINEAR REFLECTORS	232.38
EMPLOYEES INSURANCE TRUST FUND	FEBRUARY HEALTH INSURANCE	3,710.31
EMPLOYEES INSURANCE TRUST FUND	FEBRUARY LIFE INSURANCE	18.91
EQUIPMENT FUND	JAN FUEL USAGE	151.55-
EQUIPMENT FUND	JAN REPAIRS/SERVICE	1,090.85-
FARGO FREIGHTLINER	FEB P/S CAP AND OIL PAN GASKET	84.37
FARGO FREIGHTLINER	JAN CONNECTION GASKETS	23.96
JOHN DEERE FINANCIAL	FEB BROOM BRUSHES UNIT 955	369.93
JOHN DEERE FINANCIAL	FEB BULK DEF (SHOP)	296.80
JOHN DEERE FINANCIAL	FEB HYD QUICK COUPLERS U-215	137.90
FASTENAL COMPANY	FEB SHOP SAFETY VENDING	2.45
FASTENAL COMPANY	FEB SHOP SUPPLY VENDING	18.29
FASTENAL COMPANY	JAN CREDIT FOR WRONG SIZED PLO	99.63-
FASTENAL COMPANY	JAN FLEET SAFETY VENDING	20.99
FASTENAL COMPANY	JAN SHOP SUPPLY VENDING	81.87
FASTENAL COMPANY	JAN 16-14 BUTT CONNECTORS	18.21
GENERAL FUND	JANUARY LONG DISTANCE CHARGES	14.17
GREAT PLAINS NATURAL GAS CO	JANUARY NATURAL GAS EXPENSE	1,774.80
HIRERIGHT LLC	JAN MVR CODY BAUER	11.15
HOME DEPOT CREDIT SERVICES	JAN BITS/JIG BOARDS MENS BATHR	56.41
HOME DEPOT CREDIT SERVICES	JAN CAULK GUN/WAX RING/SILICON	30.57
HOME DEPOT CREDIT SERVICES	JAN MISC PLUMBING PARTS (SHOP)	39.17
HOME DEPOT CREDIT SERVICES	JAN RETURN MISC PLUMBING ITEMS	26.15-
HOME DEPOT CREDIT SERVICES	JAN 1 GAL PUMP SPRAYERS (SHOP)	19.94
HOME DEPOT CREDIT SERVICES	JAN 2" TANK GASKET/BRAID LINE	24.50
LAKEWAY EXPRESS LLC	FEB PREM UNLEADED SEWER CAMERA	11.11
LAKEWAY EXPRESS LLC	FEB PREMIUM UNLEADED SEWER CAM	10.99
LAKEWAY EXPRESS LLC	JAN NON OXYGENATED FUEL SEWER	8.39
LAKEWAY EXPRESS LLC	JAN NON OXYGENATED FUEL TRAVIS	14.70
LAWSON PRODUCTS INC	FEB MACHINE SHOP DRILL BITS	123.90
MARCO-FARGO	01/27-02/27/21 COPIER RENT	114.27
MCMASTER-CARR SUPPLY CO	FEB 3/8" THREADED KNOBS SANDER	16.57

## Equipment

MCMASTER-CARR SUPPLY CO	JAN SET SCREW SHAFT COLLAR	16.02
MCNEILUS TRUCK & MFG CO	FEB 1/2" REEVING CABLE	331.23
MCNEILUS TRUCK & MFG CO	JAN REEVING CABLE THIMBLE	37.42
MINNESOTA MOTOR COMPANY	JANUARY CAR WASHES	5.00
NELSON AUTO CENTER	FEB SWAY BAR BUSHINGS U-2085	21.22
NELSON AUTO CENTER	JAN LICENSE PLATE BRACKET U-43	24.26
NELSON AUTO CENTER	2021 GMC 4WD CREW CAB #2095	35,498.50
NORTH CENTRAL INTERNATIONAL	JAN EXH MAN/GASKETS UNIT 240	779.97
OTTER TAIL POWER COMPANY	JANUARY ELECTRICITY EXPENSE	2,242.27
OTTER TAIL TELCOM	FEB. TELEPHONE LINES	54.91
OTTER TAIL TELCOM	FEBRUARY TELEPHONE EXPENSE	36.18
POLICE DEPT CONTINGENCY FUND	2092 TABS	14.25
POLICE DEPT CONTINGENCY FUND	2095 SALES TAX/PLATES/TITLE	2,347.40
PUBLIC UTILITIES DEPARTMENT	JANUARY PUBLIC UTILITIES	607.58
R & R SPECIALTIES, INC.	JAN 1 1/4" BALL VALVES U-1192	191.75
SHERWIN WILLIAMS CO	FEB PAINT FOR CITY GARAGE	56.86
SHERWIN WILLIAMS CO	FEB PAINT/SUPPLIES CITY GARAGE	75.12
SHERWIN WILLIAMS CO	FEB RETURN MIRACLE BND EASYFLO	18.60-
SHERWIN WILLIAMS CO	JAN MURIATIC ACID (MARCIA)	14.78
SHERWIN WILLIAMS CO	JAN PAINT PAILS/TAPE	26.33
SNAP-ON TOOLS CORPORATION	FEB OIL FILTER CUTTER (SHOP)	178.40
SUMMIT COMPANIES	JANUARY EXTINGUISHER SVC/PARKS	485.00
SUMMIT COMPANIES	RECHARGE EXTINGUISHER/GARAGE	59.00
WALLWORK TRUCK CENTER F.F.	FEB CREDIT ON RETURNED SENSOR	94.73-
WALLWORK TRUCK CENTER F.F.	JAN STOCK FUEL FILTERS	279.12
ZIEGLER INC.	FEB CUTTING EDGE STOCK ORDER	3,540.90
ZIEGLER INC.	FEB REPAIR SULLAIR AIR COMPRES	1,618.87
	F U N D   T O T A L	67,801.26

## Employees Insurance

EMPLOYEES INSURANCE TRUST FUND	RECEIPT FEBRUARY HEALTH INS	143,974.14-
EMPLOYEES INSURANCE TRUST FUND	RECEIPT FEBRUARY LIFE INS	2,939.67-
	F U N D   T O T A L	146,913.81-

## Flexible Benefit Agency



## Flexible Benefit Agency

MII LIFE INCORPORATED	2020 FLEX PLAN REIMB	1,357.66
MII LIFE INCORPORATED	2021 FLEX PLAN REIMB	3,344.72
	F U N D   T O T A L	4,702.38

## PEG Access

BANKCARD CENTER	4TH QTR 2020 FORM 941	8.50
CHARTER COMMUNICATIONS	01/26-02/25/21 CABLE	10.24
DAILY JOURNAL	JANUARY/KIDS SCOOP-FFSP FFSS	300.00
LIQUOR STORE	FEBRUARY RENT	358.00
OTTER TAIL POWER COMPANY	JANUARY ELECTRICITY EXPENSE	102.95
OTTER TAIL TELCOM	FEBRUARY TELEPHONE EXPENSE	220.41
	F U N D   T O T A L	1,000.10

## Fergus Falls Convention and Visitor's Bureau, Inc.

ACUITY INSURANCE	ADD'L 2021 WORKERS' COMP	19.00
ADMINISTRATOR'S CONTINGENCY FD	MEALS ON WHEELS MEMORIAL	50.00
BANKCARD CENTER	JANUARY MACVB SILENT AUCITON	75.51
BANKCARD CENTER	JANUARY SUPPLIES-CALENDARS	66.39
BANKCARD CENTER	STANDARD PRO MONTHLY/ZOOM	16.16
BANKCARD CENTER	4TH QTR 2020 FORM 941	8.50
CENTRALLAKESTRAIL.COM	2021 PARTNERSHIP	2,000.00
ESULTANTS WEB SERVICES	2021 CMS & DOMAINS	500.00
ESULTANTS WEB SERVICES	2021 WEB & SEO	5,000.00
F.F. CHAMBER OF COMMERCE	2021 MEMBERSHIP	215.00
FERGUS FALLS CONVENTION &	DEC 2020 LODGING TAX	5,077.48-
FERGUS FALLS CONVENTION &	DEC 2020 LODGING TAX ADMIN	152.32
FERGUS FALLS NOON KIWANIS	QUARTERLY DUES/BOWMAN	40.00
GENERAL FUND	JANUARY COPIER USE	8.34
GENERAL FUND	JANUARY LONG DISTANCE CHARGES	2.06
GENERAL FUND	JANUARY/POSTAGE USE	211.20
MN TRAILS	2021 AD BUY	2,176.00
MORTENSON OUTSOOR SIGN	DECEMBER BILLBOARD&PRODUCTION	790.00
OTTER TAIL POWER COMPANY	DESIGN WINTER BILLBOARD	352.10

2/16/2021

R E S O L U T I O N   R E C O R D

Fergus Falls Convention and Visitor's Bureau, Inc.

OTTER TAIL TELCOM	FEB. TELEPHONE LINES	18.30
STAR TRIBUNE	WINTER LISTING	290.00
TWIN CITIES BICYCLING CLUB	2021 TCBC TITANIUM SPONSOR PKG	800.00
	F U N D   T O T A L	7,713.40
	T O T A L   A L L   F U N D S	2,492,731.29

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

AYES:

NAYS:

ABSTAIN:

ABSENT:

WHEREUPON THE ABOVE RESOLUTION WAS DULY DECLARED ADOPTED.

ATTEST:

APPROVED:

-----  
CITY ADMINISTRATOR

-----  
MAYOR

2/16/2021

R E S O L U T I O N   R E C O R D

ARC DOCUMENT SOLUTIONS LLC	199.70
ACUITY INSURANCE	19.00
ADMINISTRATOR'S CONTINGENCY FD	1,761.00
RYAN ALBERT	423.78
ALBANY RECYCLING CENTER INC	2,557.69
ALEXANDRIA FREIGHT SERVICE INC	66.50
THE AMERICAN BOTTLING COMPANY	277.08
ARAMARK	2,950.95
AMERICAN WELDING & GAS, INC	638.59
SEAN ANDERSON	410.78
ANYTIME PLUMBING LLC	298.00
ARENA WAREHOUSE LLC	1,279.72
ARTISAN BEER COMPANY	2,506.82
ATLAS OUTDOOR SERVICES LLC	1,000.00
AUTO VALUE - FERGUS FALLS	760.40
AVESIS THIRD PARTY ADMIN INC	12.92
BUY-MOR PARTS & SERVICE LLC	5,781.24
BANKCARD CENTER	15,861.93
BELLBOY CORPORATION	2,996.60
BEVERAGE WHOLESALERS INC	40,672.20
BEYER BODY SHOP, INC.	150.00
BLACKSTONE PUBLISHING	96.80
BRAUN VENDING INC	41.00
BRAUN INTERTEC CORPORATION	2,555.00
BREAKTHRU BEVERAGE MINNESOTA	22,535.06
CAYAN	11,495.82
CENTRALLAKESTRAIL.COM	2,000.00
CENTURYLINK	508.00
CHARTER COMMUNICATIONS	54.54
VIKING COCA-COLA BOTTLING CO	814.65

TOTAL OTHER VENDORS 120,725.77

COMMISSIONER OF REVENUE	84,449.94
COMMISSIONER OF TRANSPORTATION	279.94
COMPASS MINERALS AMERICA INC	5,254.87
COOPERS TECHNOLOGY GROUP	129.33
CRYSTEEL TRUCK EQUIPMENT INC	104.98
DACOTAH PAPER CO	580.77
DAILY JOURNAL	623.83
DEMCO EDUCATIONAL CORP	575.09

TOTAL OTHER VENDORS 212,724.52

DEPT. OF LABOR AND INDUSTRY	10.00
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2/16/2021

R E S O L U T I O N   R E C O R D

MARCIA DRECHSEL	81.77
EMERGENCY AUTOMOTIVE	232.38
TOTAL OTHER VENDORS	213,048.67
ESULTANTS WEB SERVICES	5,500.00
TOTAL OTHER VENDORS	218,548.67
4M FUND	58.48
FARGO FREIGHTLINER	108.33
JOHN DEERE FINANCIAL	804.63
FASTENAL COMPANY	339.41
F.F. CHAMBER OF COMMERCE	215.00
FERGUS FALLS NOON KIWANIS	40.00
FERGUSON WATERWORKS #2516	48.96
FIRE SAFETY USA, INC	565,537.00
TOTAL OTHER VENDORS	785,700.48
GOIN' POSTAL FERGUS FALLS	40.24
GOODIN COMPANY	230.54
GOPHER STATE ONE CALL	77.00
GRAINGER INC	300.60
GRAND FORKS FIRE EQUIPMENT LLC	19.58
GRANICUS LLC	4,500.00
GRAYMONT (WI) LLC.	5,469.54
GREAT PLAINS FIRE	276.95
GREAT PLAINS NATURAL GAS CO	5,918.81
H BOYD NELSON INC	82,995.51
HEPPNER CONSULTING, INC.	6,256.12
HIRERIGHT LLC	22.30
HOME DEPOT CREDIT SERVICES	420.75
JK SPORTS	72.00
JOHNSON BROTHERS LIQUOR CO	17,139.72
JOHNSON CONTROLS INC	1,240.68
KNUTSON LAWN SERVICE	260.00
LAKE REGION ELECTRIC COOP	2,458.22
LAKE REGION HEALTHCARE CORP	75.00
LAKELAND MENTAL HEALTH CENTER	194.00
LAKES COUNTRY SERVICE COOP	100.00
LAKEWAY EXPRESS LLC	45.19
LANDRUM & BROWN, INCORPORATED	1,200.00
LAWSON PRODUCTS INC	123.90

2/16/2021

R E S O L U T I O N   R E C O R D

LEAGUE OF MN CITIES

150.00

TOTAL OTHER VENDORS

915,287.13

MII LIFE INCORPORATED

4,702.38

M-R SIGN COMPANY INC

149.07

MARCO-FARGO

1,082.04

MARK SAND AND GRAVEL COMPANY

1,429.16

MAVERICK WINE

1,611.82

MCMASTER-CARR SUPPLY CO

32.59

MCNEILUS TRUCK & MFG CO

368.65

MID-CENTRAL ICE LLC

107.20

MIDWEST PRINTING COMPANY

435.00

MN CHIEFS OF POLICE ASSOC

386.00

MN COUNCIL OF AIRPORTS

150.00

TOTAL OTHER VENDORS

925,741.04

MN DEPARTMENT OF HEALTH

12,030.00

MINNESOTA MOTOR COMPANY

5.00

MINNESOTA RURAL WATER ASSN

325.00

MINNESOTA SAFETY COUNCIL, INC.

1,664.55

MN TRAILS

2,176.00

MORTENSON OUTSOOR SIGN

790.00

NARDINI FIRE EQUIPMENT CO INC

350.00

JAMES NEIGEL

85.00

NELSON AUTO CENTER

35,543.98

NEW HORIZONS ENERGY

1,835.56

NORTH CENTRAL INTERNATIONAL

779.97

NORTH CENTRAL LABORATORIES

594.59

NYCKLEMOE & ELLIG, P.A.

8,937.50

O'DAY EQUIPMENT INC

560.00

OFFICE OF MNIT SERVICES

251.63

OTTER ELECTRIC LLC

89.88

TOTAL OTHER VENDORS

991,759.70

OTTER TAIL COUNTY AUDITOR

84.00

OTTER TAIL COUNTY TREASURER

20,000.00

OTTER TAIL POWER COMPANY

54,995.96

OTTER TAIL TELCOM

4,914.19

PAUSTIS & SONS

3,410.00

WILLIAM PETERSEN

950.00

PHILLIPS WINE AND SPIRITS CO

11,850.55

2/16/2021

R E S O L U T I O N   R E C O R D

PLUMBERS INC	596.10
POLICE DEPT CONTINGENCY FUND	2,877.56
POSTAGE BY PHONE	3,000.00
U.S. POSTMASTER	9,000.00

TOTAL OTHER VENDORS	1,103,438.06
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PRAIRIE LAKE MUNICIPAL SOLID	292.50
PRO-WEST & ASSOCIATES, INC	1,341.86
PUBLIC UTILITIES DEPARTMENT	6,788.08
RMB ENVIRONMENTAL LABORATORIES	832.00
R & R SPECIALTIES, INC.	191.75
REVTRAK INC	6,301.72
SHI INTERNATIONAL CORP	2,850.00
SELAND'S FLOOR COVERING	4,684.08
SHERWIN WILLIAMS CO	394.09
SNAP-ON TOOLS CORPORATION	178.40
SOUTHERN GLAZER'S OF MN	13,362.61
SPEE DEE DELIVERY SERVICE INC	101.97
STAR TRIBUNE	290.00
SUMMIT COMPANIES	720.55
SWANSTON EQUIPMENT CO	367.96
TWIN CITIES BICYCLING CLUB	800.00
TWIN CITY SHARPENING INC	86.40
UGSTAD PLUMBING, INC.	255.00
USABLE LIFE	81.40
US BANK EQUIPMENT FINANCE	540.30
VERIZON WIRELESS	1,291.23
WALLWORK TRUCK CENTER F.F.	184.39
WELLS FARGO - INVESTMENTS	1,338,817.43
WIMACTEL INC	132.00
WINE MERCHANTS INC	873.88
WRIGLEY MECHANICAL INC.	2,373.86
ZIEGLER INC.	5,159.77

TOTAL OTHER VENDORS	2,492,731.29
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TOTAL ALL VENDORS	2,492,731.29
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# Council Action Recommendation

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**Meeting Date:** 12-11-19, April 6, 2020 (project/contract update),  
2-16-21 (project/contract update)

**Subject:** Street lighting

**Recommendation:** Enter into an agreement with Otter Tail Power Company whereby Otter Tail Power would provide all street lighting within the city limits.

**Background/Key Points:**

- Over the last few years, conversations with Otter Tail Power about converting our city owned street light system over from “high pressure sodium” lights to “LED” lights, has gone from the city doing a conversion project to them (OTP) proposing to install all new street lighting (including all new wiring, poles and light heads) in all areas where the city owns the street lighting, which is basically the commercial/business area from the Interstate through all of downtown and Vernon from Union to Pebble Lake Rd. to the Hwy 210 bypass. Along with taking over these areas, we have looked at adding areas that currently don’t have street lighting, such as the frontage road between St. Andrews St. and Tower Rd., College Way from Lincoln to Tower Rd. and Tower Rd from Lincoln to College Way and County Rd. 82 from the 210 bypass to Pebble Shores Dr.
- OTP would do this project in 2 phases. The first phase in 2020 would be all of the areas except the downtown area. The pole and light head in these areas would be similar to what is currently in place, the poles however will be aluminum versus the steel that we currently have. The second phase would include the downtown areas (excluding Lincoln Ave.) including the area on Vernon Ave. near LRHC and the Public Library/NP Park, where we have asked that there be a more decorative style pole/light head installed. For this type of pole/light head, OTP needs to obtain approval from the MN Public Utilities Commission which they hope to get in 2020 and then do phase 2 in 2021.
- We would continue to own/operate the decorative lights at the RTC, Lake Alice and Lincoln Ave.
- Phase II will complete the project which covers Cavour from Union to Cascade, Court/Mill/Cascade from Cavour to Lincoln, South Union from Lincoln to the railroad tracks, the 100 block of W. Vernon, E. Vernon to Concord, Pebble Lake Rd. to Hwy 210 and Cascade from Cavour to E. Vernon. There are decorative options for Court/Mill/Cascade in between Cavour and Lincoln, Union (from Lincoln to RR tracks), and Vernon (NP Park and library block) potentially for Phase II that OTP is still waiting on a tariff rate determination from the Public Utilities Commission.

**Budgetary Impact:**

- There will be an impact to the budget of \$35,000. This amount includes all of our costs/charges (tariff and consumption). This amount is proposed to come from what we have been budgeting annually for maintenance (\$30,000) and from re-allocating a request for funds for new boards at the Cleveland ice rink (\$35,000).



- Current lights use 68,300 watts. The new lights will use 25,612 watts. This reduction in wattage used will translate into future savings.

**Originating Department:** Public Works/Finance

**Respectfully Submitted:** Len Taylor

**Attachments:** Agreement

**OUTDOOR LIGHTING AND MUNICIPAL SERVICES AGREEMENT**

THIS AGREEMENT is made by and between Otter Tail Power Company (the "Company"), a Minnesota corporation, and City of Fergus Falls, MN (the "Customer").

In consideration of the mutual promises contained below, the parties agree as follows:

1. The Customer agrees to purchase and receive from the Company electric energy in accordance with the terms of this Agreement and all terms and conditions and Rules and Regulations (the "Terms") established by the Company and filed in its approved tariff with the Minnesota Public Utilities Commission. These Terms shall include but not be limited to Customer's payment for electrical energy in accordance with the Company's rate schedule as filed with and approved by the Minnesota Public Utilities Commission, or such superseding rate(s) as may be approved in the future.
2. The Company shall provide and the Customer shall pay for the services specified in this Agreement for a term of one year with an effective date of the term to begin March 1 2021, and terminating March 1 2022, and thereafter shall be renewed for periods of one year each, unless written notice to the contrary is given by either party to the other not less than thirty (30) days before the expiration of this agreement or any renewal thereof. This agreement shall automatically terminate in the event the Customer discontinues all electric service or has its service disconnected by the Company for any reason. The termination of this agreement for any reason will not relieve Customer of any payments due to the Company for any service provided pursuant to this agreement and the Company's tariffs, or for the full payment of amounts required pursuant to paragraph 15 of this agreement.
3. If Customer does not receive any one or more of the services described below, indicate by inserting "N/A" as appropriate.

**OUTDOOR LIGHTING**

Work Order No. \_\_\_\_\_  
 Electric Rate Sched. No. \_\_\_\_\_  
 Rate Code No. \_\_\_\_\_  
 Account No. \_\_\_\_\_

4. The Customer elects to receive, and the Company shall provide, the following outdoor lighting service at the following location(s) \_\_\_\_\_:

Outdoor Lighting - Company-Provided Equipment:

Number of Units	Unit Type	Wattage Rating	Monthly Charge
25	LED 10	95	\$455.25
24	LED 13	133	\$547.20
49	30' Aluminum Standards	N/A	\$571.83

\_\_\_\_\_ Outdoor Lighting - Energy Only - Non-Metered

Number of Units	Unit Type	Connected kW per Unit	Monthly Charge

\_\_\_\_\_ Outdoor Lighting - Energy Only - Metered

5. If the Customer elects to receive service as Outdoor Lighting - Company-Provided Equipment or Outdoor Lighting - Energy Only - Non-Metered, the number of units or type of unit shall not be changed from that shown in Paragraph 4 above, except by mutual consent of the parties.
6. The Customer represents that it has provided accurate information to the Company and the Customer is eligible to receive Outdoor Lighting service pursuant to the Electric Rate Schedule(s) and Rate Code(s) identified above.
7. The following service Riders apply to the Customer's service: The Customer at this location is subject to all mandatory riders in effect at the time of the execution of this agreement, any riders approved by the Commission after the execution of this agreement, and any voluntary riders that the customer chooses to participate in during the entire term of this agreement. These Riders are also designated by the Rate Schedule(s) and Rate Code(s) identified above.

**MUNICIPAL PUMPING (GOVERNMENTAL ENTITY)**

Work Order No. \_\_\_\_\_  
 Electric Rate Sched. No. \_\_\_\_\_  
 Rate Code No. \_\_\_\_\_  
 Account No. \_\_\_\_\_

8. The Company agrees to furnish, and the Customer agrees to pay for, electric service to operate the pumps for the Customer's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with this Agreement and in the Terms.
9. The Customer represents that it has provided accurate information to the Company and the Customer is eligible to receive Municipal Pumping service pursuant to the Electric Rate Schedule(s) and Rate Code(s) identified above.
10. The following service Riders apply to the Customer's service: The Customer at this location is subject to all mandatory riders in effect at the time of the execution of this agreement, any riders approved by the Commission after the execution of this agreement, and any voluntary riders that the customer chooses to participate in during the entire term of this agreement. These Riders are also designated by the Rate Schedule(s) and Rate Code(s) identified above.

**FIRE SIRENS (GOVERNMENTAL ENTITY)**

Work Order No. \_\_\_\_\_  
 Electric Rate Sched. No. \_\_\_\_\_  
 Rate Code No. \_\_\_\_\_  
 Account No. \_\_\_\_\_

11. The Company agrees to furnish, and the Customer agrees to pay for, electric service to operate the Customer's fire/warning sirens listed below.
12. The Customer represents that it has provided accurate information to the Company and the Customer is eligible to receive Fire Sirens service pursuant to the Electric Rate Schedule(s) and Rate Code(s) identified above.
13. The following service Riders apply to the Customer's service: The Customer at this location is subject to all mandatory riders in effect at the time of the execution of this agreement, any riders approved by the Commission after the execution of this agreement, and any voluntary riders that the customer chooses to participate in during the entire term of this agreement. These Riders are also designated by the Rate Schedule(s) and Rate Code(s) identified above.

Location	Metered		Horsepower	Account Number	Billing Amount
	Yes	No			

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**GENERAL PROVISIONS**

- 14. The Customer agrees that the Company shall not be liable for any losses, damages, or expenses (including but not limited to injury to persons, including death, or property damages) incurred by any persons for any delay, interruption, curtailment, suspension, disturbance or variability in its provision of electric service (including, but not limited to, any occurrence of voltage fluctuations or power surges) due to acts of God, or to any other cause whatsoever except the Company's own gross negligence or willful misconduct. The Company will not be liable for incidental or consequential damages, including, but not limited to, loss of profits resulting from the use of service or any delay, interruption, curtailment, suspension, disturbance or variability of electric service. The Company shall have the right to suspend temporarily the delivery of electric power hereunder for the purpose of making repairs or improvements of its system.
- 15. If applicable, the Company shall charge for and Customer shall pay any Excess Expenditures associated with Special Facilities as identified in Section 5.03 of the General Rules and Regulations. The total Excess Expenditures of Special Facilities identified is \$TBD.
- 16. All previous agreements, if any, between the parties covering the subject matter hereof are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this Agreement, except as specifically provided in this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement to be effective as of the date stated in Paragraph 2 above.

OTTER TAIL POWER COMPANY  
By Nathan Kunde

Title Operations Manager Fergus Falls CSC

CUSTOMER

By \_\_\_\_\_

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



# Council Action Recommendation

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Page 1 of 1

**Meeting Date:** 2-16-2021

**Subject:** Snow Removal

**Recommendation:**

Affirm (with additional 2019 language) Resolution #8 1997 “City of Fergus Falls Snow and Ice Control”

The additional “2019 language” defines the downtown parking restriction that was put in place.

**Background/Key Points:**

The city has approximately 120 miles of paved streets, 12 miles of gravel streets, 5 miles of gravel alleys and 2 miles of paved alleys, 16 parking lots and thousands of feet of sidewalk that is adjacent to city owned property.

The city has budgeted \$646,000 for snow removal for 2021. This covers 18-22 staff members that operate a variety of equipment from snow shovels to sweepers, truck plows (with sanders), front end loaders and graders. Along with the snow removal equipment, we also operate sander trucks that are used to treat the alleys. There is also a fleet of trucks that are used to haul snow basically from the downtown area and other areas throughout the city as needed.

Resolution #8 1997-“City of Fergus Falls Snow and Ice Control” put in words, the practices that had been followed for many years and was actually made policy in 1997.

**Originating Department:** Public Works

**Respectfully Submitted:** Len Taylor

**Attachments:** Resolution #8 1997 “City of Fergus Falls Snow and Ice Control”

## **City of Fergus Falls Snow and Ice Control Resolution #8 1997**

### **1. Introduction**

The City of Fergus Falls assumes basic responsibility for control of snow and ice on city streets in the interest of the safety and convenience of the city's residents. Reasonable ice and snow control is necessary for routine travel and emergency services. The City will provide such control in a safe and cost effective manner, keeping in mind safety, budget, personnel and environmental concerns. The City will use city employees and equipment to provide this service.

### **2. When will the city start snow or ice control operations?**

The Public Works Director will decide when to begin snow or ice control operations. The criteria for that decision are:

- A. Snow accumulation of 3 inches or more, or at the discretion of the Public Works Director
- B. Drifting of snow that causes problems for travel
- C. Icy conditions which seriously affect travel; and
- D. Time of snowfall in relationship to heavy use of streets

Snow and ice control operations are expensive and involve the use of limited personnel and equipment. Consequently, snowplowing operations will not generally be conducted for snowfall of less than 3 inches, or at the discretion of the Public Works Director.

### **3. How snow will be plowed**

Snow will be plowed in a manner so as to minimize any traffic obstructions. The center of the roadway will be plowed first. The snow shall then be pushed from left to right. The discharge shall go onto the boulevard area of the street. When a plow goes on a bridge, the driver shall slow down so that snow does not go over the bridge if possible. In times of extreme snowfall, streets will not always immediately be able to be completely cleared of snow.

### **4. Priorities and schedule for plowing streets**

The City has classified city streets based on the street function, traffic volume, and importance to the welfare of the community. Those streets classified as "Priority Snow Plow Routes" will be plowed first. These are high volume routes which connect major sections of the city and provide access for emergency fire, police and medical services. These first priority routes include: Lincoln Avenue, Union Avenue, Fir Avenue, Friberg Avenue, Broadway Avenue, Cascade Avenue, Cleveland Avenue, Washington Avenue, Sheridan Avenue, Alcott Avenue and Vernon Avenue. The second priority streets are those streets providing access to schools and commercial businesses. The third priority streets are low volume residential streets, alleys and city parking lots.

5. Snow Removal

The Public Works Director will determine when snow will be removed by truck from the area. Such snow removal will occur in areas where there is no room on the boulevard for snow storage and in areas where accumulated piles of snow create a hazardous condition. On occasion, snow may need to be temporarily placed on private property. City crews will return to remove this snow as soon as circumstances permit. Snow removal operations will not commence until other snowplowing operations have been completed. Snow removal operations may also be delayed depending on weather conditions, personnel and budget availability. The snow will be removed and hauled to a snow storage area. The snow storage area will be located so as to minimize travel and environmental problems.

6. Work schedule for snowplow operators

Snowplow operators will be expected to work eight-hour shifts. In severe snow emergencies, operators sometimes have to work in excess of eight-hour shifts. Operators will take a fifteen minute break every four hours with a half-hour meal break after four hours. After a twelve-hour day, the operators will be replaced if additional qualified personnel are available.

7. Weather Conditions

Snow and ice control operations will be conducted only when weather conditions do not endanger the safety of city employees and equipment. Factors that may delay snow and ice control operations include; severe cold, significant winds and limited visibility. (Exceptions for emergency response; see paragraph 11).

8. Use of sand, salt and other chemicals

The city will use sand, salt, and other chemicals when there are hazardous ice or slippery conditions. The City is concerned about the effect of these chemicals on the environment and will limit such use for that reason.

9. Sidewalks

The City will maintain those sidewalks in the city which are within or adjacent to publicly owned property, including bridges. Property owners or tenants are responsible for the sidewalks adjacent to their property. Sidewalks must be clear of ice and snow 24 hours after the snow/ice has subsided.

10. Damage to mailboxes and other property

Plows generally stay one to two feet away from mailboxes so as to minimize the potential for any damage. In the event that a city-operated snow plow should damage a mailbox, curb or landscaping on a boulevard, the city will repair and/or replace the property when weather conditions permit. (See paragraph 5 regarding snow removal). The city does not assume any responsibility for damage to underground lawn sprinkling systems, exterior lighting systems and similar landscaping installed on city owned right-of-ways.

11. Snow removal for emergency vehicles

The City Public Works Department will coordinate with emergency response providers, including police, fire department, and ambulance dispatchers, to clear snow in order to provide access to the site of an emergency.

12. Parking

Vehicles that are parked on any street for over 24 hours may be cited or towed. Cars left on streets interfere with the ability of plows to adequately remove snow, and may create a hazard.

13. 2019 Parking restriction (Not included in 1997 Resolution)

There is no parking allowed "on street" in the downtown area between the hours of 1am-5am. This area includes: Cavour, Lincoln, Washington (Union to Cascade) Union, Court, Mill, Cascade (Cavour to Washington).

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**City code: Chapter 72.28 PERMITTED PARKING; EMERGENCY DECLARATION.**

(A) The Director of Public Works shall declare a parking emergency at the times necessary to preserve the public welfare and to assure proper control of traffic during emergencies. The declaration, when made, shall be communicated to the office of the City Administrator who shall, in turn, advise news media so as to disseminate the information as quickly as possible. Notice of ending the parking emergency shall be given in the same manner.

(B) During the parking emergency, vehicular parking on streets, public parking lots and public property is permitted only as follows:

(1) In the central business district, as defined in the code and described as that area bounded by Cavour Avenue on the north, Whitford and Friberg Avenue on the east, Washington Avenue on the south and Vine Street on the west, parking is permitted between the hours of 6:00 a.m. to 11:00 p.m.; and

(2) In all other areas:

(a) Vehicles may be parked for 24 hours on the even street numbers side of the street commencing at 5:00 p.m. on even numbered days of the month;

(b) Vehicles may be parked for 24 hours on the uneven street numbers side of the street commencing at 5:00 p.m. on uneven numbered days of the month; and

(c) On streets where parking is permanently banned on one side of the street, parking shall remain as restricted, unless otherwise temporarily posted.

(2002 Code, § 5.22) (Ord. 124, Second Series, effective 12-9-1977; Ord. 76, Third Series, effective 1-10-1983; Ord. 159, Third Series, effective 12-1-1987; Ord. 40, Seventh Series, effective 6-4-2016) Penalty, see § [72.99](#)





## Council Action Recommendation

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Page 1 of 1

**Meeting Date:** February 16, 202

**Subject:** Capital Improvement Plan

**Recommendation:** Council update regarding the 5-year Capital Improvement Plan (CIP). Council to schedule a work session to discuss the CIP.

**Background/Key Points:**

The City Council held a work session on February 12, 2020 to discuss the process of developing the capital improvement plan. The goal was to increase City Council participation and improve the connection to the annual budget. The process included a CIP calendar, City Council and Planning Commission participation, a public hearing, action by the Tax Levy Committee, and adoption with the annual budget.

During 2020, the CIP process was suspended due to the COVID-19 pandemic.

City staff will initiate the proposed CIP process during 2021.

**Budgetary Impact:**

The CIP will be prepared and included with the 2022 budget process.

**Originating Department:** Finance

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

**Attachments:**

Capital Improvement Plan process memo

# City of Fergus Falls

## Capital Improvement Plan (CIP) Process

### **Authority:**

City Charter Chapter 7 prescribes the budget shall contain a recommended 5-year capital improvement program including the following:

- Proposed capital improvements
- Information supporting the necessity for such improvements
- Cost estimates
- Method of financing
- Time schedule for each improvement
- Estimated annual cost of operating and maintaining the facilities

This information is to be revised and extended each year for capital improvements still pending or in progress.

### **Calendar:**

March	Staff and Council – Review current plan, project updates, and participate in the CIP process
April	Planning Commission public hearing
May	Staff – Update CIP
June	Council receives, reviews, and prioritizes CIP
June – Sept	Tax Levy Committee incorporates and evaluates CIP with budget
Sept	Council adopts proposed levy, budget and CIP
Oct – Nov	Staff updates CIP and Council input
Dec	Council adopts CIP with annual budget