



**City Council Agenda
December 20, 2021
5:30 pm in the City Council Chambers**

Invocation – Eric Uggerud, Cornerstone Church
Pledge of Allegiance

- A. Call to Order
- B. Roll Call
- C. Approval of the Agenda
- D. Public Hearings
 - 1. Preliminary project hearing for Campus View Addition
 - a. Resolution ordering project plans and specifications
- E. Awarding of Bids
- F. Petitions and Communications
- G. Consent Agenda
 - 1. Motion approving the minutes from the open and closed December 6, 2021 City Council meetings
 - 2. Motion approving licenses
 - 3. Resolution authorizing the Mayor and City Administrator to sign the Joint Power Agreement with the State of Minnesota
 - 4. Resolution authorizing the Mayor and City Administrator to sign the Court Data Services Subscriber Amendment Agreement
 - 5. Resolution accepting a \$2,000 donation from Green Plains Otter Tail for Fire Department equipment purchases
 - 6. Resolution approving budget adjustments
 - 7. Resolution approving \$65,000 in redevelopment funds (\$50,000 Economic Development loan and a \$15,000 Facade Improvement loan) for Double Tree Properties, LLC
 - 8. Resolution approving a \$25,000 Facade Loan for Endurance LLC
- H. Ordinance and Resolutions
 - 1. Resolution authorizing the execution of a Tax Abatement Agreement for Dental Specialists
 - 2. Resolution granting a 15 year ad valorem tax exemption to “Good Neighbors, The Cottage LLC” for the Nurse’s Cottage at the Regional Treatment Center campus
 - 3. Resolution extending the purchase agreement between the City and the Port Authority for the 11.57 acres of land on the former dairy site
 - 4. Motion directing the City Attorney to draft an ordinance adopting a ninety-day study period and moratorium on the construction, enlargement, or expansion of motels, hotels, and apartment hotels and permits for the same
- I. Presentation of Claims \$892,525.42

- J. Board, Committee and Department Reports
- K. Reports from Staff and Administrative Officers
 - 1. Update on Franchise Fees
- L. Old Business/Unfinished Business
 - 1. Discussion on city boards and commissions
- M. New Business
- N. Miscellaneous Announcements
 - January 3, 2022 5:30 pm City Council Meeting
 - January 12, 2022 7:00 am Committee of the Whole Meeting
 - January 17, 2022 Most city offices and facilities closed for Martin Luther King Jr. Day holiday. West liquor store open normal hours. Garbage and recycling normally picked up on Monday is moved to Tuesday. Tuesday pickup is moved to Wednesday.
- 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.



Council Action Recommendation

Meeting Date:

December 20, 2021 – City Council

Subject:

PI No. 5958 – Campus View Estates Development

Recommendation:

- Open the Preliminary Project Hearing
- Order the project plans and specifications

Background/Key Points:

Legal publications along with individual mailed notices have been sent to all benefitting properties. The project data as follows:

Preliminary Project Hearing For C.P. No. 5958

Type of Project:

100-percent petition for the new construction of a street (bituminous pavement – 5 ton design) with curb and gutter. New sanitary sewer main and water main. New sanitary sewer and water services. New storm sewer piping with drainage structures and permanent storm water treatment basin. Miscellaneous removals and grading. Concrete sidewalk and driveway approaches will be installed as needed.

Location:

Properties bounded within: N. Park Street as east boundary, N. Union Avenue as southwest boundary, and Patterson Loop as northwest boundary

Legal Description:

Campus View Estates: Block 1, lots 1 - 9; Block 2, Lots 1 – 14, and Block 3, Lots 1-14. All located within the City of Fergus Falls

Hearing Date:

December 20, 2021

Interest Rate:

Not to exceed 5.0%

Assessment:

15 years

Estimated Special Assessments Rates:

Bituminous Street w/Curb Gutter (New construction – 5 Ton)	= \$ 12,301.44 per UNIT
Watermain Distribution	= \$ 5,393.72 per UNIT
Sanitary Sewer Main	= \$ 3,245.86 per UNIT
Watermain and Sanitary Sewer Services	= \$17,802.66 per UNIT
Storm Sewer Conveyance and Treatment	= \$1.07 per SQUARE FOOT

C.P. 5958 Total Estimated Cost Breakout – Special Assessment:

Special Assess. Street w/Curb Gutter (PI 5345)	= \$ 393,646.63
Watermain Distribution w/ Services (PI 8226)	= \$ 624,976.70
Sanitary Sewer Main w/Services (PI 7211)	= \$ 438,913.90
Storm Sewer Conveyance and Treatment (PI 7769)	= \$ 339,107.63
Total Estimated Special Assessment Cost	= \$ 1,796,644.86

Financing:

General Obligation Tax Increment Bonds (Special Assessment) = **\$1,796,644.86** (100%)

NOTE:

The project is proposed to be funded by levying special assessments to the benefitting properties. The collection of Tax Increment will replace the special assessments to finance the bonds.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. - City Engineer

Attachments:

PI 5958- Individual Preliminary Assessment Roles

CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA

Project No. 59-58 Type of Public Improvement CURB GUTTER & BITUMINOUS PRELIMINARY
Public Improvement No. 53-45 000 Location CAMPUS VIEW ESTATES DEVELOPMENT
From To

CAMPUS VIEW ESTATES

55555 71003991979000 1473 CAMPUS DRIVE
PRAIRIE VIEW DEVELOPMENT Lot 1 Block 1

1002 CLEARVIEW CT
FERGUS FALLS MN 56537 8404

Assessed	Project Rate		Amount Assessed	Comment	Project Total
10.00	12,301.46000	UNIT	123,014.60	STREET	123,014.60

55555 71003991980000 1457 CAMPUS DRIVE
PRAIRIE VIEW DEVELOPMENT Lot 2 Block 1

1002 CLEARVIEW CT
FERGUS FALLS MN 56537 8404

Assessed	Project Rate		Amount Assessed	Comment	Project Total
1.00	12,301.46000	UNIT	12,301.46	STREET	12,301.46

55555 71003991981000 1455 CAMPUS DRIVE
PRAIRIE VIEW DEVELOPMENT Lot 3 Block 1

1002 CLEARVIEW CT
FERGUS FALLS MN 56537 8404

Assessed	Project Rate		Amount Assessed	Comment	Project Total
1.00	12,301.46000	UNIT	12,301.46	STREET	12,301.46

55555 71003991982000 1447 CAMPUS DRIVE
PRAIRIE VIEW DEVELOPMENT Lot 4 Block 1

1002 CLEARVIEW CT
FERGUS FALLS MN 56537 8404

Assessed	Project Rate		Amount Assessed	Comment	Project Total
1.00	12,301.46000	UNIT	12,301.46	STREET	12,301.46

55555 71003991983000 1445 CAMPUS DRIVE
PRAIRIE VIEW DEVELOPMENT Lot 5 Block 1

1002 CLEARVIEW CT
FERGUS FALLS MN 56537 8404

Assessed	Project Rate	Amount Assessed	Comment	Project Total

CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA				

Project No. 59-58			Type of Public Improvement CURB GUTTER & BITUMINOUS	PRELIMINARY
Public Improvement No. 53-45 000			Location CAMPUS VIEW ESTATES DEVELOPMENT	
From			To	

CAMPUS VIEW ESTATES

1.00	12,301.46000	UNIT	12,301.46	STREET	12,301.46
55555		71003991984000	1439	CAMPUS DRIVE	
PRAIRIE VIEW DEVELOPMENT		Lot 6	Block 1		

1002 CLEARVIEW CT
FERGUS FALLS MN 56537 8404

Assessed	Project Rate	Amount Assessed	Comment	Project Total	
1.00	12,301.46000	UNIT	12,301.46	STREET	12,301.46
55555		71003991985000	1437	CAMPUS DRIVE	
PRAIRIE VIEW DEVELOPMENT		Lot 7	Block 1		

1002 CLEARVIEW CT
FERGUS FALLS MN 56537 8404

Assessed	Project Rate	Amount Assessed	Comment	Project Total	
1.00	12,301.46000	UNIT	12,301.46	STREET	12,301.46
55555		71003991986000	1431	CAMPUS DRIVE	
PRAIRIE VIEW DEVELOPMENT		Lot 8	Block 1		

1002 CLEARVIEW CT
FERGUS FALLS MN 56537 8404

Assessed	Project Rate	Amount Assessed	Comment	Project Total	
1.00	12,301.46000	UNIT	12,301.46	STREET	12,301.46
55555		71003991987000	1429	CAMPUS DRIVE	
PRAIRIE VIEW DEVELOPMENT		Lot 9	Block 1		

1002 CLEARVIEW CT
FERGUS FALLS MN 56537 8404

Assessed	Project Rate	Amount Assessed	Comment	Project Total	
1.00	12,301.46000	UNIT	12,301.46	STREET	12,301.46
55555		71003991989000	1456	CAMPUS DRIVE	
PRAIRIE VIEW DEVELOPMENT		Lot 1	Block 2		

1002 CLEARVIEW CT
FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
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 CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA
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Project No. 59-58 Type of Public Improvement CURB GUTTER & BITUMINOUS PRELIMINARY
 Public Improvement No. 53-45 000 Location CAMPUS VIEW ESTATES DEVELOPMENT
 From To

CAMPUS VIEW ESTATES

1.00 12,301.46000 UNIT 12,301.46 STREET 12,301.46

55555 71003991990000 1454 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 2 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 1.00 12,301.46000 UNIT 12,301.46 STREET 12,301.46

55555 71003991991000 1448 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 3 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 1.00 12,301.46000 UNIT 12,301.46 STREET 12,301.46

55555 71003991992000 1446 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 4 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 1.00 12,301.46000 UNIT 12,301.46 STREET 12,301.46

55555 71003991993000 1438 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 5 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 1.00 12,301.46000 UNIT 12,301.46 STREET 12,301.46

55555 71003991994000 1436 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 6 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
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 CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA
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Project No. 59-58 Type of Public Improvement CURB GUTTER & BITUMINOUS PRELIMINARY
 Public Improvement No. 53-45 000 Location CAMPUS VIEW ESTATES DEVELOPMENT
 From To

CAMPUS VIEW ESTATES

1.00 12,301.46000 UNIT 12,301.46 STREET 12,301.46

55555 71003991995000 1430 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 7 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 1.00 12,301.46000 UNIT 12,301.46 STREET 12,301.46

55555 71003991996000 1428 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 8 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 1.00 12,301.46000 UNIT 12,301.46 STREET 12,301.46

55555 71003991997000 1424 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 9 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 1.00 12,301.46000 UNIT 12,301.46 STREET 12,301.46

55555 71003991998000 1422 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 10 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 1.00 12,301.46000 UNIT 12,301.46 STREET 12,301.46

55555 71003991999000 1420 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 11 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
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 CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA
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Project No. 59-58 Type of Public Improvement CURB GUTTER & BITUMINOUS PRELIMINARY
 Public Improvement No. 53-45 000 Location CAMPUS VIEW ESTATES DEVELOPMENT
 From To

CAMPUS VIEW ESTATES

1.00 12,301.46000 UNIT 12,301.46 STREET 12,301.46

55555 71003992000000 1418 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 12 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 1.00 12,301.46000 UNIT 12,301.46 STREET 12,301.46

55555 71003992001000 1416 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 13 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 1.00 12,301.46000 UNIT 12,301.46 STREET 12,301.46

55555 71003992002000 1414 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 14 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 1.00 12,301.46000 UNIT 12,301.46 STREET 12,301.46

End of Processing Total for this Public Improvement 393,646.72

Project # 59-58 Public Improvement No: 72-11 Sequence 000 Type of Public Improvement 2 SANITARY SEWER

			* * * * *				B A L A N C E S			* * * * *		
Due Date	Percent	Years	Original	Current	Deferred	Total	Local	Def.	Status			
	5.00	15	438,913.90	438,913.90	.00	.00	55		U/I			

Date 11/30/2021

PROJECT FILE RATE LISTING

Page 1

Project No: 59-58 Public Improvement No: 72-11 Sequence: 000 Type of Public Improvement: 2 SANITARY SEWER

Code	Description	Size	Rate	Ref.
1	SANITARY SEWER MAIN	UNIT	3,245.86000	0
2	SANITARY SEWER SERVICES	UNIT	7,625.99000	0
3	SANITARY SEWER SERVICES	UNIT	6,501.05000	0

 CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA

Project No. 59-58 Type of Public Improvement SANITARY SEWER PRELIMINARY
 Public Improvement No. 72-11 000 Location CAMPUS VIEW ESTATES DEVELOPMENT
 From To

CAMPUS VIEW ESTATES

1.00	3,245.86000	UNIT	3,245.86	SANITARY SEWER MAIN	10,871.85
1.00	7,625.99000	UNIT	7,625.99	SANITARY SEWER SERVICES	

55555 71003991987000 1429 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 9 Block 1

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed	Project Rate		Amount Assessed	Comment	Project Total
1.00	3,245.86000	UNIT	3,245.86	SANITARY SEWER MAIN	10,871.85
1.00	7,625.99000	UNIT	7,625.99	SANITARY SEWER SERVICES	

55555 71003991989000 1456 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 1 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed	Project Rate		Amount Assessed	Comment	Project Total
1.00	3,245.86000	UNIT	3,245.86	SANITARY SEWER MAIN	10,871.85
1.00	7,625.99000	UNIT	7,625.99	SANITARY SEWER SERVICES	

55555 71003991990000 1454 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 2 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed	Project Rate		Amount Assessed	Comment	Project Total
1.00	3,245.86000	UNIT	3,245.86	SANITARY SEWER MAIN	10,871.85
1.00	7,625.99000	UNIT	7,625.99	SANITARY SEWER SERVICES	

55555 71003991991000 1448 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 3 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

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

Project No. 59-58 Type of Public Improvement SANITARY SEWER PRELIMINARY
 Public Improvement No. 72-11 000 Location CAMPUS VIEW ESTATES DEVELOPMENT
 From To

CAMPUS VIEW ESTATES

1.00	3,245.86000	UNIT	3,245.86	SANITARY SEWER MAIN	10,871.85
1.00	7,625.99000	UNIT	7,625.99	SANITARY SEWER SERVICES	

55555 71003991996000 1428 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 8 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed	Project Rate		Amount Assessed	Comment	Project Total
1.00	3,245.86000	UNIT	3,245.86	SANITARY SEWER MAIN	10,871.85
1.00	7,625.99000	UNIT	7,625.99	SANITARY SEWER SERVICES	

55555 71003991997000 1424 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 9 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed	Project Rate		Amount Assessed	Comment	Project Total
1.00	3,245.86000	UNIT	3,245.86	SANITARY SEWER MAIN	10,871.85
1.00	7,625.99000	UNIT	7,625.99	SANITARY SEWER SERVICES	

55555 71003991998000 1422 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 10 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed	Project Rate		Amount Assessed	Comment	Project Total
1.00	3,245.86000	UNIT	3,245.86	SANITARY SEWER MAIN	10,871.85
1.00	7,625.99000	UNIT	7,625.99	SANITARY SEWER SERVICES	

55555 71003991999000 1420 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 11 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed	Project Rate		Amount Assessed	Comment	Project Total
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Assessed Project Rate Amount Assessed Comment Project Total
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 CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA
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Project No. 59-58 Type of Public Improvement SANITARY SEWER PRELIMINARY
 Public Improvement No. 72-11 000 Location CAMPUS VIEW ESTATES DEVELOPMENT
 From To

CAMPUS VIEW ESTATES

1.00 6,501.05000 UNIT 6,501.05 SANITARY SEWER SERVICES 6,501.05

5555 71003992009000 1429 PARK STREET
 PRAIRIE VIEW DEVELOPMENT Lot 7 Block 3

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 1.00 6,501.05000 UNIT 6,501.05 SANITARY SEWER SERVICES 6,501.05

5555 71003992010000 1427 PARK STREET
 PRAIRIE VIEW DEVELOPMENT Lot 8 Block 3

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 1.00 6,501.05000 UNIT 6,501.05 SANITARY SEWER SERVICES 6,501.05

5555 71003992011000 1421 PARK STREET
 PRAIRIE VIEW DEVELOPMENT Lot 9 Block 3

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 1.00 6,501.05000 UNIT 6,501.05 SANITARY SEWER SERVICES 6,501.05

5555 71003992012000 1419 PARK STREET
 PRAIRIE VIEW DEVELOPMENT Lot 10 Block 3

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 1.00 6,501.05000 UNIT 6,501.05 SANITARY SEWER SERVICES 6,501.05

5555 71003992013000 1415 PARK STREET
 PRAIRIE VIEW DEVELOPMENT Lot 11 Block 3

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
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 CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA
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Project No. 59-58 Type of Public Improvement SANITARY SEWER PRELIMINARY
 Public Improvement No. 72-11 000 Location CAMPUS VIEW ESTATES DEVELOPMENT
 From To

CAMPUS VIEW ESTATES

1.00 6,501.05000 UNIT 6,501.05 SANITARY SEWER SERVICES 6,501.05

55555 71003992014000 1413 PARK STREET
 PRAIRIE VIEW DEVELOPMENT Lot 12 Block 3

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 1.00 6,501.05000 UNIT 6,501.05 SANITARY SEWER SERVICES 6,501.05

55555 71003992015000 1409 PARK STREET
 PRAIRIE VIEW DEVELOPMENT Lot 13 Block 3

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 1.00 6,501.05000 UNIT 6,501.05 SANITARY SEWER SERVICES 6,501.05

55555 71003992016000 1407 PARK STREET
 PRAIRIE VIEW DEVELOPMENT Lot 14 Block 3

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 1.00 6,501.05000 UNIT 6,501.05 SANITARY SEWER SERVICES 6,501.05

End of Processing Total for this Public Improvement 438,913.90

Project # 59-58 Public Improvement No: 77-69 Sequence 000 Type of Public Improvement 11 STORM SEWER

			* * * * *				B A L A N C E S			* * * * *		
Due Date	Percent	Years	Original	Current	Deferred	Total	Local	Def.	Status			
	5.00	15	339,106.95	339,106.95	.00	.00	55		U/I			

Date 11/30/2021

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

Page 1

Project No: 59-58 Public Improvement No: 77-69 Sequence: 000 Type of Public Improvement: 11 STORM SEWER

Code	Description	Size	Rate	Ref.
1	STORM SEWER	S.F.	1.07568	3

 CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA

Project No. 59-58 Type of Public Improvement STORM SEWER PRELIMINARY
 Public Improvement No. 77-69 000 Location CAMPUS VIEW ESTATES DEVELOPMENT
 From To

CAMPUS VIEW ESTATES

55555 71003991979000 1473 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 1 Block 1

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed	Project Rate		Amount Assessed	Comment	Project Total
71,796.00	1.07568	S.F.	77,229.52	STORM SEWER	77,229.52

55555 71003991980000 1457 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 2 Block 1

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed	Project Rate		Amount Assessed	Comment	Project Total
6,000.00	1.07568	S.F.	6,454.08	STORM SEWER	6,454.08

55555 71003991981000 1455 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 3 Block 1

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed	Project Rate		Amount Assessed	Comment	Project Total
6,000.00	1.07568	S.F.	6,454.08	STORM SEWER	6,454.08

55555 71003991982000 1447 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 4 Block 1

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed	Project Rate		Amount Assessed	Comment	Project Total
6,000.00	1.07568	S.F.	6,454.08	STORM SEWER	6,454.08

55555 71003991983000 1445 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 5 Block 1

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed	Project Rate	Amount Assessed	Comment	Project Total
***** CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA *****				
Project No. 59-58		Type of Public Improvement	STORM SEWER	PRELIMINARY
Public Improvement No. 77-69 000		Location	CAMPUS VIEW ESTATES DEVELOPMENT	
From		To		

CAMPUS VIEW ESTATES

6,000.00	1.07568	S.F.	6,454.08	STORM SEWER	6,454.08
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55555 71003991984000 1439 CAMPUS DRIVE
PRAIRIE VIEW DEVELOPMENT Lot 6 Block 1

1002 CLEARVIEW CT
FERGUS FALLS MN 56537 8404

Assessed	Project Rate	Amount Assessed	Comment	Project Total	
6,000.00	1.07568	S.F.	6,454.08	STORM SEWER	6,454.08

55555 71003991985000 1437 CAMPUS DRIVE
PRAIRIE VIEW DEVELOPMENT Lot 7 Block 1

1002 CLEARVIEW CT
FERGUS FALLS MN 56537 8404

Assessed	Project Rate	Amount Assessed	Comment	Project Total	
6,000.00	1.07568	S.F.	6,454.08	STORM SEWER	6,454.08

55555 71003991986000 1431 CAMPUS DRIVE
PRAIRIE VIEW DEVELOPMENT Lot 8 Block 1

1002 CLEARVIEW CT
FERGUS FALLS MN 56537 8404

Assessed	Project Rate	Amount Assessed	Comment	Project Total	
5,456.00	1.07568	S.F.	5,868.91	STORM SEWER	5,868.91

55555 71003991987000 1429 CAMPUS DRIVE
PRAIRIE VIEW DEVELOPMENT Lot 9 Block 1

1002 CLEARVIEW CT
FERGUS FALLS MN 56537 8404

Assessed	Project Rate	Amount Assessed	Comment	Project Total	
8,263.00	1.07568	S.F.	8,888.34	STORM SEWER	8,888.34

55555 71003991989000 1456 CAMPUS DRIVE
PRAIRIE VIEW DEVELOPMENT Lot 1 Block 2

1002 CLEARVIEW CT
FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
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 CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA
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Project No. 59-58 Type of Public Improvement STORM SEWER PRELIMINARY
 Public Improvement No. 77-69 000 Location CAMPUS VIEW ESTATES DEVELOPMENT
 From To

CAMPUS VIEW ESTATES

5,228.00 1.07568 S.F. 5,623.65 STORM SEWER 5,623.65

55555 71003991990000 1454 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 2 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 6,770.00 1.07568 S.F. 7,282.35 STORM SEWER 7,282.35

55555 71003991991000 1448 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 3 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 6,000.00 1.07568 S.F. 6,454.08 STORM SEWER 6,454.08

55555 71003991992000 1446 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 4 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 6,000.00 1.07568 S.F. 6,454.08 STORM SEWER 6,454.08

55555 71003991993000 1438 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 5 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 6,000.00 1.07568 S.F. 6,454.08 STORM SEWER 6,454.08

55555 71003991994000 1436 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 6 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

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

Project No. 59-58 Type of Public Improvement STORM SEWER PRELIMINARY
 Public Improvement No. 77-69 000 Location CAMPUS VIEW ESTATES DEVELOPMENT
 From To

CAMPUS VIEW ESTATES

6,000.00 1.07568 S.F. 6,454.08 STORM SEWER 6,454.08

55555 71003991995000 1430 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 7 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 6,212.00 1.07568 S.F. 6,682.12 STORM SEWER 6,682.12

55555 71003991996000 1428 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 8 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 6,647.00 1.07568 S.F. 7,150.04 STORM SEWER 7,150.04

55555 71003991997000 1424 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 9 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 6,479.00 1.07568 S.F. 6,969.33 STORM SEWER 6,969.33

55555 71003991998000 1422 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 10 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 10,395.00 1.07568 S.F. 11,181.69 STORM SEWER 11,181.69

55555 71003991999000 1420 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 11 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

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

Project No. 59-58 Type of Public Improvement STORM SEWER PRELIMINARY
 Public Improvement No. 77-69 000 Location CAMPUS VIEW ESTATES DEVELOPMENT
 From To

CAMPUS VIEW ESTATES

10,677.00 1.07568 S.F. 11,485.03 STORM SEWER 11,485.03

55555 71003992000000 1418 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 12 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 7,248.00 1.07568 S.F. 7,796.52 STORM SEWER 7,796.52

55555 71003992001000 1416 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 13 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 6,057.00 1.07568 S.F. 6,515.39 STORM SEWER 6,515.39

55555 71003992002000 1414 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 14 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 10,881.00 1.07568 S.F. 11,704.47 STORM SEWER 11,704.47

55555 71003992003000 1515 PARK STREET
 PRAIRIE VIEW DEVELOPMENT Lot 1 Block 3

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 8,280.00 1.07568 S.F. 8,906.63 STORM SEWER 8,906.63

55555 71003992004000 1513 PARK STREET
 PRAIRIE VIEW DEVELOPMENT Lot 2 Block 3

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

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

Project No. 59-58 Type of Public Improvement STORM SEWER PRELIMINARY
 Public Improvement No. 77-69 000 Location CAMPUS VIEW ESTATES DEVELOPMENT
 From To

CAMPUS VIEW ESTATES

6,120.00 1.07568 S.F. 6,583.16 STORM SEWER 6,583.16

55555 71003992005000 1509 PARK STREET
 PRAIRIE VIEW DEVELOPMENT Lot 3 Block 3

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 6,780.00 1.07568 S.F. 7,293.11 STORM SEWER 7,293.11

55555 71003992006000 1507 PARK STREET
 PRAIRIE VIEW DEVELOPMENT Lot 4 Block 3

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 5,820.00 1.07568 S.F. 6,260.45 STORM SEWER 6,260.45

55555 71003992007000 1503 PARK STREET
 PRAIRIE VIEW DEVELOPMENT Lot 5 Block 3

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 6,300.00 1.07568 S.F. 6,776.78 STORM SEWER 6,776.78

55555 71003992008000 1501 PARK STREET
 PRAIRIE VIEW DEVELOPMENT Lot 6 Block 3

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 6,300.00 1.07568 S.F. 6,776.78 STORM SEWER 6,776.78

55555 71003992009000 1429 PARK STREET
 PRAIRIE VIEW DEVELOPMENT Lot 7 Block 3

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
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 CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA
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Project No. 59-58 Type of Public Improvement STORM SEWER PRELIMINARY
 Public Improvement No. 77-69 000 Location CAMPUS VIEW ESTATES DEVELOPMENT
 From To

CAMPUS VIEW ESTATES

6,300.00 1.07568 S.F. 6,776.78 STORM SEWER 6,776.78

55555 71003992010000 1427 PARK STREET
 PRAIRIE VIEW DEVELOPMENT Lot 8 Block 3

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 6,300.00 1.07568 S.F. 6,776.78 STORM SEWER 6,776.78

55555 71003992011000 1421 PARK STREET
 PRAIRIE VIEW DEVELOPMENT Lot 9 Block 3

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 6,300.00 1.07568 S.F. 6,776.78 STORM SEWER 6,776.78

55555 71003992012000 1419 PARK STREET
 PRAIRIE VIEW DEVELOPMENT Lot 10 Block 3

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 6,300.00 1.07568 S.F. 6,776.78 STORM SEWER 6,776.78

55555 71003992013000 1415 PARK STREET
 PRAIRIE VIEW DEVELOPMENT Lot 11 Block 3

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 6,300.00 1.07568 S.F. 6,776.78 STORM SEWER 6,776.78

55555 71003992014000 1413 PARK STREET
 PRAIRIE VIEW DEVELOPMENT Lot 12 Block 3

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

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

Project No. 59-58 Type of Public Improvement STORM SEWER PRELIMINARY
 Public Improvement No. 77-69 000 Location CAMPUS VIEW ESTATES DEVELOPMENT
 From To

CAMPUS VIEW ESTATES

6,300.00 1.07568 S.F. 6,776.78 STORM SEWER 6,776.78

55555 71003992015000 1409 PARK STREET
 PRAIRIE VIEW DEVELOPMENT Lot 13 Block 3

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 6,953.00 1.07568 S.F. 7,479.20 STORM SEWER 7,479.20

55555 71003992016000 1407 PARK STREET
 PRAIRIE VIEW DEVELOPMENT Lot 14 Block 3

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 8,787.00 1.07568 S.F. 9,452.00 STORM SEWER 9,452.00

End of Processing Total for this Public Improvement 339,106.95

Project # 59-58 Public Improvement No: 82-26 Sequence 000 Type of Public Improvement 3 WATER MAINS

			* * * * *				B A L A N C E S			* * * * *		
Due Date	Percent	Years	Original	Current	Deferred	Total	Local	Def.	Status			
	5.00	15	624,976.70	624,976.70	.00	.00	55		U/I			

Date 11/30/2021

PROJECT FILE RATE LISTING

Page 1

Project No: 59-58 Public Improvement No: 82-26 Sequence: 000 Type of Public Improvement: 3 WATER MAINS

Code	Description	Size	Rate	Ref.
1	WATERMAIN	UNIT	5,393.72000	0
2	WATER SERVICES	UNIT	10,176.67000	0
3	WATER SERVICES	UNIT	9,051.73000	0

CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA

Project No. 59-58 Type of Public Improvement WATER MAINS PRELIMINARY
Public Improvement No. 82-26 000 Location CAMPUS VIEW ESTATES DEVELOPMENT
From To

CAMPUS VIEW ESTATES

1.00 10,176.67000 UNIT 10,176.67 WATER SERVICES
55555 71003991983000 1445 CAMPUS DRIVE
PRAIRIE VIEW DEVELOPMENT Lot 5 Block 1

1002 CLEARVIEW CT
FERGUS FALLS MN 56537 8404

Assessed	Project Rate	Amount Assessed	Comment	Project Total
1.00	5,393.72000	5,393.72	WATERMAIN	15,570.39
1.00	10,176.67000	10,176.67	WATER SERVICES	

55555 71003991984000 1439 CAMPUS DRIVE
PRAIRIE VIEW DEVELOPMENT Lot 6 Block 1

1002 CLEARVIEW CT
FERGUS FALLS MN 56537 8404

Assessed	Project Rate	Amount Assessed	Comment	Project Total
1.00	5,393.72000	5,393.72	WATERMAIN	15,570.39
1.00	10,176.67000	10,176.67	WATER SERVICES	

55555 71003991985000 1437 CAMPUS DRIVE
PRAIRIE VIEW DEVELOPMENT Lot 7 Block 1

1002 CLEARVIEW CT
FERGUS FALLS MN 56537 8404

Assessed	Project Rate	Amount Assessed	Comment	Project Total
1.00	5,393.72000	5,393.72	WATERMAIN	15,570.39
1.00	10,176.67000	10,176.67	WATER SERVICES	

55555 71003991986000 1431 CAMPUS DRIVE
PRAIRIE VIEW DEVELOPMENT Lot 8 Block 1

1002 CLEARVIEW CT
FERGUS FALLS MN 56537 8404

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

Project No. 59-58 Type of Public Improvement WATER MAINS PRELIMINARY
 Public Improvement No. 82-26 000 Location CAMPUS VIEW ESTATES DEVELOPMENT
 From To

CAMPUS VIEW ESTATES

1.00	5,393.72000	UNIT	5,393.72	WATERMAIN	15,570.39
1.00	10,176.67000	UNIT	10,176.67	WATER SERVICES	

55555 71003991987000 1429 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 9 Block 1

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed	Project Rate		Amount Assessed	Comment	Project Total
1.00	5,393.72000	UNIT	5,393.72	WATERMAIN	15,570.39
1.00	10,176.67000	UNIT	10,176.67	WATER SERVICES	

55555 71003991989000 1456 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 1 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed	Project Rate		Amount Assessed	Comment	Project Total
1.00	5,393.72000	UNIT	5,393.72	WATERMAIN	15,570.39
1.00	10,176.67000	UNIT	10,176.67	WATER SERVICES	

55555 71003991990000 1454 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 2 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed	Project Rate		Amount Assessed	Comment	Project Total
1.00	5,393.72000	UNIT	5,393.72	WATERMAIN	15,570.39
1.00	10,176.67000	UNIT	10,176.67	WATER SERVICES	

55555 71003991991000 1448 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 3 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

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

Project No. 59-58 Type of Public Improvement WATER MAINS PRELIMINARY
 Public Improvement No. 82-26 000 Location CAMPUS VIEW ESTATES DEVELOPMENT
 From To

CAMPUS VIEW ESTATES

1.00	5,393.72000	UNIT	5,393.72	WATERMAIN	15,570.39
1.00	10,176.67000	UNIT	10,176.67	WATER SERVICES	

55555 71003991992000 1446 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 4 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed	Project Rate		Amount Assessed	Comment	Project Total
1.00	5,393.72000	UNIT	5,393.72	WATERMAIN	15,570.39
1.00	10,176.67000	UNIT	10,176.67	WATER SERVICES	

55555 71003991993000 1438 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 5 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed	Project Rate		Amount Assessed	Comment	Project Total
1.00	5,393.72000	UNIT	5,393.72	WATERMAIN	15,570.39
1.00	10,176.67000	UNIT	10,176.67	WATER SERVICES	

55555 71003991994000 1436 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 6 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed	Project Rate		Amount Assessed	Comment	Project Total
1.00	5,393.72000	UNIT	5,393.72	WATERMAIN	15,570.39
1.00	10,176.67000	UNIT	10,176.67	WATER SERVICES	

55555 71003991995000 1430 CAMPUS DRIVE
 PRAIRIE VIEW DEVELOPMENT Lot 7 Block 2

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed	Project Rate		Amount Assessed	Comment	Project Total
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Assessed Project Rate Amount Assessed Comment Project Total
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 CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA
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Project No. 59-58 Type of Public Improvement WATER MAINS PRELIMINARY
 Public Improvement No. 82-26 000 Location CAMPUS VIEW ESTATES DEVELOPMENT
 From To

CAMPUS VIEW ESTATES

1.00 9,051.73000 UNIT 9,051.73 WATER SERVICES 9,051.73

55555 71003992009000 1429 PARK STREET
 PRAIRIE VIEW DEVELOPMENT Lot 7 Block 3

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 1.00 9,051.73000 UNIT 9,051.73 WATER SERVICES 9,051.73

55555 71003992010000 1427 PARK STREET
 PRAIRIE VIEW DEVELOPMENT Lot 8 Block 3

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 1.00 9,051.73000 UNIT 9,051.73 WATER SERVICES 9,051.73

55555 71003992011000 1421 PARK STREET
 PRAIRIE VIEW DEVELOPMENT Lot 9 Block 3

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 1.00 9,051.73000 UNIT 9,051.73 WATER SERVICES 9,051.73

55555 71003992012000 1419 PARK STREET
 PRAIRIE VIEW DEVELOPMENT Lot 10 Block 3

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 1.00 9,051.73000 UNIT 9,051.73 WATER SERVICES 9,051.73

55555 71003992013000 1415 PARK STREET
 PRAIRIE VIEW DEVELOPMENT Lot 11 Block 3

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
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 CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA
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Project No. 59-58 Type of Public Improvement WATER MAINS PRELIMINARY
 Public Improvement No. 82-26 000 Location CAMPUS VIEW ESTATES DEVELOPMENT
 From To

CAMPUS VIEW ESTATES

1.00 9,051.73000 UNIT 9,051.73 WATER SERVICES 9,051.73

55555 71003992014000 1413 PARK STREET
 PRAIRIE VIEW DEVELOPMENT Lot 12 Block 3

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 1.00 9,051.73000 UNIT 9,051.73 WATER SERVICES 9,051.73

55555 71003992015000 1409 PARK STREET
 PRAIRIE VIEW DEVELOPMENT Lot 13 Block 3

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 1.00 9,051.73000 UNIT 9,051.73 WATER SERVICES 9,051.73

55555 71003992016000 1407 PARK STREET
 PRAIRIE VIEW DEVELOPMENT Lot 14 Block 3

1002 CLEARVIEW CT
 FERGUS FALLS MN 56537 8404

Assessed Project Rate Amount Assessed Comment Project Total
 1.00 9,051.73000 UNIT 9,051.73 WATER SERVICES 9,051.73

End of Processing Total for this Public Improvement 624,976.70

City Council Meeting
December 6, 2021

The Fergus Falls City Council held a regular meeting on Monday December 6, 2021 at 5:30 pm in the City Council Chambers. Len Taylor gave the invocation and the Pledge of Allegiance was recited. Mayor Schierer called the meeting to order at 5:32 pm and the following council members were in attendance: Kvamme, Rufer, Thompson, Arneson, Gustafson, Hicks, Fish and Hagberg.

Approval to the Agenda

A motion and second were made by Fish and Thompson to approve tonight's agenda as presented and the motion carried.

ADA Transition Plan

On November 15, the city set tonight's public hearing date for the ADA Transition Plan and appointed the Senior Engineering Tech and Sidewalk Program Coordinator as the ADA Coordinator-Public Rights of Way. The public hearing was opened at 5:33 and as no one appeared, the hearing was closed. Thompson offered **Resolution #251-2021** adopting the city's ADA Transition Plan, which was seconded by Gustafson and was adopted.

NP Park Quotes

Arneson offered **Resolution #252-2021** awarding the granular import quote to Barry Construction Inc. (BCI) in the amount of \$33,348.28 for the NP Park improvement project, which was seconded by Fish and was adopted.

Kvamme offered **Resolution #253-2021** awarding the storm sewer improvement quote to Barry Construction Inc. (BCI) in the amount of \$14,569.62 for the NP Park improvement project, which was seconded by Fish and was adopted.

Consent Agenda

The following items were approved under **Resolution #254-2021** by Rufer: Motion approving the minutes from the November 15, 2021 City Council meeting and the open and closed minutes from the December 1, 2021 Committee of the Whole meeting. Motion approving the following licenses: Taxi A-1 Wayne's City Shuttle; Tobacco CHS/Cenex Zip Trip, Holiday Stationstores; Full Liquor Applebee's Neighborhood Grill and Bar, American Legion Post #30, Mabel Murphy's, Socials Bar & Grill; Minnesota Lawful Gambling Permit Fergus Area College Foundation for raffles at the college throughout February 2022, Minnesota Darkhouse Angling Association, West Otter Tail Chapter for a raffle at the Eagles Aerie on April 21, 2022, Ducks Unlimited Maidens of Marshes Chapter 168 for bingo and raffle at the Eales Aerie 2339 on April 30, 2022; On Sale 3.2% Malt Liquor, Wine and Growler Union Pizza & Brewing/Toast; 3.2% Off Sale Malt Liquor Holiday Stationstores. **Resolution #255-2021** waiving the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04. **Resolution #256-2021** designating polling places for 2022. **Resolution #257-2021** approving budget adjustments. **Resolution #258-2021** approving a Conditional Use Permit to allow a used car lot in a B-2 zone at 128 S Tower Road as requested by Austin Hennen and recommended by the Planning Commission. **Resolution #259-2021** approving a preliminary and final plat for the Second Addition to Pebble Hills Estates as requested by Pebble Hills Corporation and recommended by the Planning Commission. **Resolution #260-2021** accepting the additional distribution of \$47,799.20 in American Rescue Plan funds. **Resolution #261-2021** accepting a \$250 donation from

Otter Tail Power Company for the Fire Department. **Resolution #262-2021** approving a Local Convention and Tourism Agreement with Visit Fergus Falls and authorizing the Mayor and City Administrator to execute the agreement. **Resolution #263-2021** accepting the preliminary engineering report for PI 5958, the Campus View Addition. **Resolution #264-2021** accepting the State of Minnesota Airport Maintenance and Operation Grant offer for state fiscal years 2022 and 2023. **Resolution #265-2021** authorizing the city to submit an application to participate in the First Children's Finance Rural Child Care Innovation Program. **Resolution #266-2021** accepting the amendment to the Glacial Edge Trail Master Plan and entering into a cooperative agreement with Otter Tail County for the Glacial Edge Trail. **Resolution #267-2021** directing staff to explore the construction of Alternate A in the plans for PI 5314, the Union and Lincoln Avenue street improvement project. **Resolution #268-2021** authorizing the submission of a FEMA Assistance to Fire Fighters Grant application for a new Self Contained Breathing Apparatus (SCBA) station compressor and a fixed and mobile fill station. The resolution was seconded by Hagberg and was adopted.

Ordinance 20, Eighth Series

Ordinance 20, Eighth Series, Amending the zoning map from R-1 to R-A for Timber Ridge Estates was adopted by a roll call vote.

Labor Contracts

Negotiations have been completed with each of the city's labor unions. They have agreed to three year contracts with wage increases of 3.2% in 2022, 2.9% in 2023 and 2.8 in 2024. Hicks offered **Resolution #269-2021** approving the LELS (Sergeants and Patrol) contract for 2022, 2023 and 2024, which was seconded by Gustafson and was adopted. Arneson offered **Resolution #270-2021** approving the Supervisors and Professionals contract for 2022, 2023 and 2024, which was seconded by Hagberg and was adopted. Rufer offered **Resolution #271-2021** approving the Teamsters contract for 2022, 2023 and 2024, which was seconded by Fish and was adopted. Hagberg offered **Resolution #272-2021** approving the non-union employee wage increases for 2022, 2023 and 2024, which was seconded by Hicks and was adopted.

Resolution of Accounts

Fish offered a resolution authorizing the payments and claims in the amount of \$2,850,478.74, which was seconded by Hagberg and was adopted.

At 5:45 pm Mayor Schierer called a short recess called. By state law, the public budget presentation cannot take place until 6 pm or later. The council entered a closed meeting at this time to discuss a real estate purchase offer as permitted under MN Statute Section 13D.05, subd (3). The council reconvened to an open meeting at 6:02 pm.

2022 Budget and Levy

Finance Director Bill Sonmor presented the 2022 budget and levy. The 2022 proposed expenditures are \$43,480,407. The proposed tax levy is \$7,058,500, a 6.87% change from 2021. He reminded the council they requested no property tax levy increase for 2021. The levy going up this year to keep up with annual inflationary expenses. LGA has been restored to a certified level, liquor store transfers will be reduced to a normal level and the one time use of fund balance will be used for the projected operations at the Bigwood Event Center (\$107,125), comprehensive plan (\$75,000) and a new calendar/email system (\$30,000). Police, Fire and Library funding will be restored to 2019 levels. The

Tax Levy Committee has recommended a 10% (\$37,440) increase for annual street maintenance projects. Phase III of the LED street light project will be completed in 2022. The city is considering the implementation of a franchise fee to help generate additional revenue dedicated to street improvement projects. The Parks and Recreation budget is decreasing by nearly a million as the 2021 budget included the purchase of the dairy property from the Port Authority. The city will begin operating the Bigwood Event Center early next year using American Rescue Plan funds and the General Fund for their operations budget. Planned capital improvements were reviewed. The Enterprise Funds along with their operating revenues, expenses and income were reviewed. The 2022 budget includes a 3% increase in refuse collection fees, a 2.5% increase in refuse disposal fees and a 8.3% increase in recycling fees. Sonmor asked the council to weigh in on a possible increase in landfill demo rates and they were in consensus the rates need to be increased to meet our expenses.

The public comment period was opened. Sonmor said one phone call from a resident on W Stanton expressed their opposition to the 2022 budget and levy. Joseph Welch, 821 S Whitford was concerned with the overall increase in his home value. The Mayor and Finance Director explained the process to contest property values will take place in the spring of next year during the county's Board of Equalization hearings. He was encouraged to bring his questions to the County Assessor for further clarification. As no one else appeared, the public comment period was closed at 6:37 pm. The council was asked how they would like to proceed.

Kvamme asked if more funding could be allocated to street projects. He listed a number of streets and parking lots he felt needed immediate attention. Sonmor referenced the Capital Improvement Plan and proposed dates for planned improvements. He said the Tax Levy Committee wrestled with the amount to allocate towards street improvements. They ultimately decided on a 10% increase in the street improvement budget knowing the city would be pursuing franchise fees in 2022. Franchise fees would be a pass through charge added to electric or natural gas utility bills collected on behalf of the city. Collection would be made through Great Plains Natural Gas, Otter Tail Power Company and Lake Region Electric. The fees would be a dedicated funding source for street infrastructure and street lighting expenditures and they would spread the cost over all properties within the city, including tax exempt properties. City staff are preparing revenue projections and potential project funding for council consideration, but early estimates indicate the city would be able to collect nearly a million per year to use for street improvements. Franchise fees would have to be adopted by ordinance and staff are projecting the implementation of the fees is possible by the second quarter of next year. Many of the council members said most of their resident concerns are the result of the condition of the streets and they were favorable to finding an additional revenue source to help pay for street projects. Rufer offered [Resolution #273-2021](#) approving the 2022 levy, which was seconded by Hagberg and was adopted with Hicks voting in opposition.

Rufer offered [Resolution #274-2021](#) approving the 2022 budget, which was seconded by Gustafson and was adopted with Hicks voting in opposition.

The meeting adjourned at 6:50 pm

Lynne Olson

FOR COUNCIL MEETING— DECEMBER 20, 2021

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

Full Liquor-2022

Grey Duck Grill (Country Inn & Suites)
Don Pablos

Excavator and Building Waste Demo

Earl Strande Excavating

Mechanical License for Heating, Ventilation and Air Conditioning

Plumbers Inc.
All Seasons Heating and AC, LLC
BDT Mechanical, LLC
John's Heating and AC, Inc.

Paving Contractor

Doug Stigen Concrete LLC

Taxicab

Town and Country Services LLC

Demo/Hauler of Building Waste

Rachel Contracting, LLC

Wine with Strong Beer Authorization

I-94 Speedway, Inc.



Council Action Recommendation

Page 1 of 1

Meeting Date: December 13, 2021

Subject:

- A. Joint Powers Agreement with State of Minnesota, BCA and City of Fergus Falls regarding access to criminal justice data communications network
- B. Court Data Services Subscriber Amendment Agreement

Recommendation:

- A. Pass resolution authorizing the Mayor and City Administrator to sign the Joint Powers Agreement with the State of Minnesota.
- B. Pass resolution authorizing the Mayor and City Administrator to sign the Court Data Services Subscriber Amendment Agreement.

Background/Key Points:

- A. Every 5 years the City must enter into a Joint Powers Agreement with the State of Minnesota, Bureau of Criminal Apprehension (BCA) to utilize the BCA's criminal justice data communications network and the FBI Criminal Justice Information Systems (CJIS). The BCA has now implemented a \$50.00 monthly subscription fee. The agreement grants the Police Department and the City Attorney's office access to vital information involving criminal justice data maintained by the BCA and the FBI. All individuals that have access to CJIS must be certified by the FBI to have access to its information and communication networks.
- B. The City Attorneys office has access to certain BCA systems and tools which include access to and/or submission of Court Records under a continuing subscription agreement, identified as SWIFT Contract number 202869, with BCA. The BCA is requesting a modification to the subscriber agreement to add Court as a party to the subscription agreement.

Budgetary Impact: The BCA has implemented a \$50.00 monthly subscription fee.

Originating Department: Fergus Falls City Attorney

Respectfully Submitted: Rolf Nycklemoe

Attachments:

- A. State of Minnesota Joint Powers Agreement
- B. Court Data Services Subscriber Amendment to the CJDN Subscriber Agreement.



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Fergus Falls on behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.
- 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court Information Access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor Personnel Screening. The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit understands there is a cost for access to the criminal justice data communications network described in Minn. Stat. § 299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

The Governmental Unit will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Governmental Unit will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name: Dana Gotz, Deputy Superintendent
Address: Minnesota Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Avenue

Saint Paul, MN 55106
Telephone: 651.793.1007
Email Address: Dana.Gotz@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Joe Ellig, Attorney
Address: 106 E Washington Ave
Fergus Falls, MN 56538
Telephone: 218.736.5673
Email Address: joe@nycklelaw.com

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 **Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 **Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 **Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 **Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- 7.1 Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2 Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3 If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4 If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 **BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.

8.2 **Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

9.1 **Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.

9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
As delegated to the Office of State Procurement

By: _____

Date: _____

CJDN Fee Structure

Effective July 2018

Statements:

All agencies receiving data from the BCA or through the BCA will be charged at least \$50 per-month. (Regardless if they are connected directly to us or not)

Current paying agencies will continue to pay their current monthly fee regardless of the method of connection. (Exception: See VPN agency charges below)

New agencies will pay \$50 per-month.

Agencies that are currently not paying any fees will be charged \$50 per-month.

VPN agencies will pay \$50 per-month plus \$15.00 per-fob p/m (for CJA & Private Law Firm) or \$35 per-fob p/m (for NCJA).

\$100 one-time charge plus \$100.00 fob replacement charge (fobs have a 4-5 year renewal cycle).

* BCA Master Agreement with Agency will have language added to reflect Agency/PLF arrangement. Agreement will also allow PLF to support multiple agencies with single connection.

Connection types:

- 1. VPN – Site-Site Connection directly to BCA**
- 2. Direct (CJDN connection)**
(Additional MN-IT billing is direct to agency upon BCA approving MN-IT CJDN WAN Agreement. Agency shall have an appropriate agreement (Management Control Agreement with MN.IT))
- 3. Shared – Agency shares connection with another BCA connected agency**
(Agencies are advised to put in place an interagency Agreement (sometimes referred to as downstream agency or agency sitting behind another agency agreement).)
- 4. Extended – Extending a network connection from a BCA connected agency to an existing agency.**
(Agencies are advised to put in place an interagency Agreement (sometimes referred to as downstream agency or agency sitting behind another agency agreement).)

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Fergus Falls on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 202869, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____



Council Action Recommendation

Page 1 of 1

Meeting Date: December 20, 2021

Subject: Green Plains Otter Tail Donation - Fire Department

Recommendation: Please approve a resolution accepting a \$2,000 donation from Green Plains Otter Tail for Fire Department equipment purchases.

Background/Key Points:

The Fergus Falls Fire Department will receive a \$2,000 donation from Green Plains Otter Tail for the purchase of technical rescue equipment.

Budgetary Impact: The funds will be receipted to the General Fund donations revenue and the Fire Department equipment expenditure budget will be increased accordingly.

Originating Department: Finance & Fire Department

Respectfully Submitted: Bill Sonmor, Finance Director and Ryan Muchow, Fire Chief

Attachments:

None



Council Action Recommendation

Page 1 of 1

Meeting Date: December 20, 2021

Subject: 2021 Budget Adjustments

Recommendation: Please approve the proposed adjustments to the 2021 budgets.

Background/Key Points:

- Increase Public Library revenue and expenditure budgets for grants and aids from other local governments received - \$272.
- Increase the Police forfeiture revenue and expenditure budgets for the receipt of forfeitures - \$15,317.
- Increase General Fund transfers out for use of accumulated Municipal State Aid for Streets for the Public Improvement No. 9761 future Broadway right of way - \$109,521.

Budgetary Impact: The 2021 budgets will be adjusted accordingly.

Originating Department: Finance

Respectfully Submitted: Bill Sonmor, Finance Director

Attachments:

None



BDFF Action Recommendation

Page 1 of 1

Meeting Date:

December 20, 2021

Subject:

\$65,000 ED and Facade Loans – Double Tree Properties LLC

Recommendation:

Business Development for Fergus Falls & Community Development staff recommend approval of \$65,000 in redevelopment funds for Double Tree Properties LLC.

Background/Key Points:

Double Tree Properties LLC, managed by Bruce Fuhrman, owns the building located at 205 East Lincoln Avenue. They are requesting \$65,000 for a final electrical invoice (approx. \$35,000), windows (\$12,000), building materials (\$10,000), and labor (\$8,000). \$50,000 may be covered by a loan through the Economic Development loan pool, while the remaining \$15,000 may be covered by the Façade Improvement program.

BDFF suggests the following terms for an Economic Development loan of \$50,000:

- 4% interest for 12 years
- 1% origination fee on the loan amount
- Personal and Corporate Guarantees

BDFF suggests the following terms for a Façade Improvement loan of \$15,000:

- 2% interest for 7 years
- 1% origination fee on the loan amount
- Personal and Corporate Guarantees

The collateral for the loan will be a second position on the real estate located at 205 East Lincoln Avenue, Fergus Falls, MN.

- 1) First position, Bremer Bank
- 2) Second position, City of Fergus Falls

Budgetary Impact:

The City will receive interest on the revolving loan funds expended.

Originating Department:

Community Development

Respectfully Submitted:

Klara Beck



City Council Action Recommendation

Page 1 of 1

Meeting Date:

December 7, 2021 BDFF
December 15, 2021 Committee of the Whole
December 20, 2021 City Council

Subject:

\$25,000 Facade Loan – Endurance LLC

Recommendation:

Business Development for Fergus Falls (BDFF) and Community Development staff are asking City Council for a recommendation of approval on Endurance LLC's facade loan request.

Background/Key Points:

Endurance LLC, formed by Paul & Kathryn Vukonich in late 2020 to purchase the former Country Store building, have asked for the City's financial participation in an exterior remodel of the building located at 1916 College Way, north of Fleet Farm. The Vukonichs own Security Insurance & Investment, which has been in operation for over 140 years. Security Insurance & Investment will occupy approximately 50% of the building and employs five individuals. The remaining space will be leased to other professional occupants. The Vukonichs are contributing \$116,000 in equity to the overall project.

BDFF and City staff are asking City Council to consider approving a \$25,000 Facade Loan with the following terms:

- 2% interest for 7 years
- 1% origination fee on the loan amount
- Personal and Corporate Guarantees

The collateral for the loan will be a second position on the real estate located at 1916 College Way, Fergus Falls, MN.

- 1) First position, Farmers State Bank of Underwood
- 2) Second position, City of Fergus Falls - \$25,000 Facade Loan

Budgetary Impact:

The City will receive interest on the revolving loan funds expended. The proposed improvements will support an existing business, their expansion, and the revitalization of a vacant building.

Originating Department:

BDFF & Community Development

Respectfully Submitted:

Klara Beck & BDFF

EXTRACT OF MINUTES OF A MEETING
OF THE CITY COUNCIL OF THE
CITY OF FERGUS FALLS, MINNESOTA

HELD: December 20, 2021

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Fergus Falls, Otter Tail County, Minnesota, was duly called and held at the City Hall in said City on Monday, the 20th day of December, 2021, at 5:30 p.m.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF
A TAX ABATEMENT AGREEMENT

BE IT RESOLVED by the City Council (the "Council") of the City of Fergus Falls, Minnesota (the "City"), as follows:

1. Recitals.

(a) The City has been requested by Dental Specialists of Fergus Falls LLC, (the "Company") to approve tax abatements in connection with the renovation of an aged, vacant commercial property to allow for the location of a large scale, multi-specialty dental facility (the "Project"). The City proposes to use the abatement for the Project provided for in Minnesota Statutes, Sections 469.1812 through 469.1815 (the "Abatement Law"), from the property taxes to be levied by the City on Parcel Identification Number 71003500195026 (the "Tax Abatement Property").

(b) On November 1, 2021, the Council held a public hearing on the question of the Abatement, (as defined below) and said hearing was preceded by at least 10 days but not more than 30 days prior published notice thereof at which all interested persons appeared and were heard.

(c) It is proposed that the City will enter into a Tax Abatement and Development Agreement with the Company (the "Tax Abatement Agreement"), which provides for the use of tax abatements to finance the Project.

2. Approval of Tax Abatement Agreement.

(a) The Council hereby approves a Tax Abatement Agreement providing for payment of the Abatement in substantially the form submitted, and the Mayor and City Administrator are hereby authorized and directed to execute the Tax Abatement Agreement on behalf of the City.

(b) The approval hereby given to the Tax Abatement Agreement includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the City officials authorized by this resolution to execute the Tax Abatement Agreement. The execution of the Tax Abatement Agreement by the appropriate officer or officers of the City shall be conclusive evidence of the approval of the Tax Abatement Agreement in accordance with the terms hereof

The motion for the adoption of the foregoing resolution was made by member _____ and duly seconded by member _____ and, upon a vote being taken thereon after full discussion thereof, the following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

TAX ABATEMENT AND DEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF FERGUS FALLS, MINNESOTA
AND
DENTAL SPECIALISTS OF FERGUS FALLS LLC

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TAX ABATEMENT AND DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of the ____ day of _____, 2021 ("Effective Date"), by and between the City of Fergus Falls, Minnesota (the "City"), a municipal corporation and political subdivision of the State of Minnesota, and Dental Specialists of Fergus Falls LLC, a Minnesota limited liability company (the "Company"),

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended, the City has established a Tax Abatement Program; and

WHEREAS, the City believes that the development and construction of a certain Project (as defined herein), and fulfillment of this Agreement are vital and are in the best interests of the City, will result in preservation and enhancement of the tax base, provide employment opportunities, help redevelop or renew blighted areas, and are in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, other than certain reporting requirements, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, do not apply to this Agreement because the assistance given to the Company under this Agreement is a business subsidy of less than \$150,000.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement, as the same may be from time to time modified, amended or supplemented;

City means the City of Fergus Falls, Minnesota;

Company means Dental Specialists of Fergus Falls LLC, a Minnesota limited liability company, its successors and assigns;

County means Otter Tail County, Minnesota;

Event of Default means any of the events described in Section 4.1;

Project the renovation of an aged, vacant commercial property to allow for the location of a large scale, multi-specialty dental facility, in the City of Fergus Falls on the Tax Abatement Property;

State means the State of Minnesota;

Tax Abatement Act means Minnesota Statutes, Sections 469.1812 through 469.1815, as amended;

Tax Abatement Program means the actions by the City pursuant to Minnesota Statutes, Section 469.1812 through 469.1815, as amended, and undertaken in support of the Project;

Tax Abatement Property means the real property described by parcel identification number in Exhibit A attached to this Agreement;

Tax Abatements means a portion of the City's share of real estate taxes which relate to the Project on the Tax Abatement Property by the Company and not the real estate taxes on the Tax Abatement Property that relate to the value of the land or the existing facility, as determined by the County, abated in accordance with the Tax Abatement Program and this Agreement and in an aggregate amount of \$111,000;

Term means the period in which this Agreement shall remain in effect, commencing on the Effective Date and continuing until the earlier of (i) the date the Company receives the Reimbursement Amount, or (ii) August 1, 2033, unless earlier terminated or rescinded in accordance with the terms contained herein;

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, including strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations, Warranties and Covenants of the City. The City makes the following representations, warranties and covenants:

(1) The City is a municipal corporation and a political subdivision of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The Tax Abatement Program was created, adopted and approved in accordance with the terms of the Tax Abatement Act.

(3) To finance the costs of the Project to be undertaken by the Company, the City proposes, subject to the further provisions of this Agreement, to apply the Tax Abatements to reimburse the Company for a portion of the costs of the Project as further provided in this Agreement.

(4) The City has made the findings required by the Tax Abatement Act for the Tax Abatement Program.

Section 2.2 Representations, Warranties and Covenants of the Company. The Company makes the following representations, warranties and covenants:

(1) The Company is a Minnesota limited liability company and has the power and authority to enter into this Agreement and to perform its obligations hereunder and doing so will not violate its articles of organization, member control agreement or operating agreement, or the laws of the State and by proper action has authorized the execution and delivery of this Agreement and carry out the covenants contained herein.

(2) The Company will cause the Project to be constructed in accordance with the terms of this Agreement and all City, County, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations), including the Americans With Disabilities Act.

(3) The Company will obtain or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable City, County, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed.

(4) In the opinion of the Company the Project would not be economically sustainable, without the assistance and benefit to the Company provided for in this Agreement.

(5) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness,

agreement or instrument of whatever nature to which the Company is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(6) The Company will cooperate fully with the City with respect to any litigation commenced with respect to the Project.

(7) The Company will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

ARTICLE III

UNDERTAKINGS BY COMPANY AND CITY

Section 3.1 Construction of Project. The costs of the construction of the Project shall be paid by the Company. Upon submission to the City of paid invoices and receipts for Project costs actually incurred and paid by the Company, the City shall reimburse the Company for the Project costs actually incurred in an amount not to exceed \$111,000, (the "Reimbursement Amount") pursuant to the Tax Abatement Program as provided in Section 3.9. The Company further agrees that it will construct the Project in accordance with the approved construction plans and at all times prior to the termination of this Agreement will operate and maintain, preserve and keep the Project or cause the Project to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition.

Section 3.2 Limitations on Undertaking of the City. Notwithstanding the provisions of Sections 3.1, the City shall have no obligation to the Company under this Agreement to reimburse the Company for the Reimbursement Amount, if the City, at the time or times such payment is to be made, is entitled under Section 4.2 to exercise any of the remedies set forth therein as a result of an Event of Default which has not been cured.

Section 3.3 Commencement and Completion of Construction. The Company shall complete the Project by December 31, 2022. All work with respect to the Project to be constructed or provided by the Company shall be in conformity with the construction plans as submitted by the Company and approved by the City.

Section 3.4 Damage and Destruction. In the event of damage or destruction of the Project that (i) Company chooses not to repair or rebuild, or (ii) Company does not commence and diligently pursue such repair or rebuilding within one hundred eighty (180) days after such event of damage or destruction, City may, with written notice to Company, terminate this Agreement and discontinue such Tax Abatement Program for the Project as of the date of such event of damage or destruction.

Section 3.5 Change in Use of Project. The City's obligations pursuant to this Agreement shall be subject to the continued operation of the Project by the Company, or any successors or assigns of the Company approved by City as set forth in Section 3.6 below, during the Term.

Section 3.6 Transfer of Project and Assignment of Agreement. The Company represents and agrees that prior to the expiration or earlier termination of this Agreement the Company shall not assign this Agreement in conjunction with a transfer of the Project or any part thereof or any interest therein, without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed. The City shall be entitled to require as conditions to any such approval that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Company.

(2) Any proposed transferee, by instrument in writing satisfactory to the City shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Company under this Agreement and agreed to be subject to all the conditions and restrictions to which the Company is subject.

(3) There shall be submitted to the City for review and prior written approval all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Project. The City shall provide the Company with written approval or denial within thirty (30) days of the Company's request therefor. In the event of a transfer of the Project to a transferee approved by City, the Company shall be released from liability hereunder after the date of such transfer, and City shall look solely to such transferee to fulfill the obligation of the Company hereunder.

Section 3.7 Real Property Taxes. The Company shall, so long as this Agreement remains in effect, pay all real property taxes with respect to all parts of the Tax Abatement Property owned by it which are payable pursuant to any statutory or contractual duty that shall accrue until title to the property is vested in another person. The Company agrees that for tax assessments so long as this Agreement remains in effect:

(1) It will not challenge the market value of the Tax Abatement Property or the Project with the County Assessor.

(2) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation with respect to the Project determined by any tax official to be applicable to the Project or the Company or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Project, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(3) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property with respect to the Project determined by any tax official to be applicable to the Project or the Company or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings with respect to the Tax Abatement Property; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(4) It will not seek any tax deferral or abatement, either presently or prospectively authorized under Minnesota Statutes, Section 469.181, or any other State or federal law, of the ad valorem property taxation with respect to the Project so long as this Agreement remains in effect.

Section 3.8 DEED Reports. The Company shall provide the City with information about the Project as requested by the City so that the City can satisfy the reporting requirements of Minnesota Statutes, Section 116J.994, Subd. 8.

Section 3.9 Duration of the Abatement Program. The Tax Abatement Program shall exist for a period of up to 9.5 years beginning with real estate taxes payable in 2024 through August 1, 2033. On or before February 1 and August 1 of each year commencing August 1, 2024 until August 1, 2033 the City shall pay the Company the amount of the Tax Abatements received by the City in the previous six month period and up to an amount of \$111,000.

The City may terminate the Tax Abatement Program and this Agreement at an earlier date if an Event of Default occurs and the City rescinds or cancels this Agreement as more fully set forth in Article IV herein.

ARTICLE IV

EVENTS OF DEFAULT

Section 4.1 Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Company to timely pay any ad valorem real property taxes, special assessments, utility charges or other governmental impositions with respect to the Project.

(2) Failure by the Company to cause the construction of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement.

(3) Failure by the Company to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement

(4) The holder of any mortgage on the Property or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents.

(5) The Company shall

(a) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(b) make an assignment for the benefit of its creditors; or

(c) admit in writing its inability to pay its debts generally as they become due;
or

(d) be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Company, as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or a receiver, trustee or liquidator of the Company, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Company, and shall not be discharged within sixty (60) days after such appointment, or if the Company, shall consent to or acquiesce in such appointment.

Section 4.2 Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of forty five (45) days' written notice to the Company citing with specificity the item or items of default and notifying the Company that it has forty five (45) days within which to cure said Event of Default (or commence and diligently pursue such Event of Default if the Company is unable to cure within such forty five (45) day period and the

Company is diligently pursuing and can demonstrate progress toward curing the default). If the Company is unable to cure or commence a cure for the Event of Default within said forty five (45) days as required above:

(a) The City may suspend its performance under this Agreement until it receives assurances from the Company, deemed adequate by the City, that the Company will cure its default and continue its performance under this Agreement.

(b) The City may cancel and rescind the Agreement.

(c) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Company under this Agreement.

Section 4.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5 Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Company herein contained, the Company agrees that they shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 4.6 Release and Indemnification Covenants.

(1) The Company releases from and covenants and agrees that the City and its governing body members, officers, agents, servants and employees (together, the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the City and Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, provided that the foregoing indemnification shall not be effective for any actions of the Indemnified Parties that are not contemplated by this Agreement, nor shall such indemnification be effective with respect to any willful misrepresentation or any gross negligence or willful or wanton misconduct of the Indemnified Parties.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Company agrees to protect and defend the Indemnified Parties now or forever and further agrees to hold the aforesaid harmless from any claim, demand, such, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from a breach of the obligations of the Company under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, maintenance and operation of the Project.

(3) The Indemnified Parties shall not be liable for any damages or injury to the persons or property of the Company or its officers, agents, servants or employees or any other person who may be about the Project.

(4) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

(5) If Company shall fail to perform its obligations hereunder, and if City shall, as a consequence thereof recover a money judgment against Company, City agrees that it shall first look to Company's right, title and interest in and to the Project for the collection of such judgment; and unless Company's right, title and interest in and to the Project is inadequate to satisfy such judgment, City agrees that no other assets of Company shall be subject to levy, execution or other process for the satisfaction of such judgment.

ARTICLE V

ADDITIONAL PROVISIONS

Section 5.1 Conflicts of Interest. No member of the governing body or other official of the City shall participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Company or successor or on any obligations under the terms of this Agreement.

Section 5.2 Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.3 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (1) in the case of the Company is addressed to or delivered personally to:

Dental Specialists of Fergus Falls LLC
19501 Hill Rd NW
Evansville, MN 56326
ATTN: Dr. Jason Swelstad

- (2) in the case of the City is addressed to or delivered personally to the City at:

City of Fergus Falls
112 West Washington Avenue
Fergus Falls, MN 56537
ATTN: City Administrator

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 5.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.5 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

Section 5.6 Term. This Agreement shall remain in effect commencing on the Effective Date until the earlier of (i) the date the Company receives the Reimbursement Amount, or (ii) August 1, 2033, unless earlier terminated or rescinded in accordance with its terms.

Section 5.7 Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf, and the Company has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

Dental Specialists of Fergus Falls LLC

By _____
Its _____

By _____
Its _____

This is a signature page to the Tax Abatement and Development Agreement by and between the City of Fergus Falls, Minnesota and Dental Specialists of Fergus Falls LLC.

CITY OF FERGUS FALLS, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

This is a signature page to the Tax Abatement and Development Agreement by and between the City of Fergus Falls, Minnesota and Dental Specialists of Fergus Falls LLC.

EXHIBIT A

PARCEL IDENTIFICATION NUMBER

71003500195026



Council Action Recommendation

Page 1 of 2

Meeting Date:

12/20/21

Subject:

Ad Valorem tax exception for Nurses Cottage

Recommendation:

Resolution granting a 15 year ad valorem tax exemption to “Good Neighbors The Cottage LLC” for the Nurses Cottage at the Regional Treatment Center Campus

Background/Key Points:

Good Neighbors Properties dba Good Neighbors The Cottage LLC, who is the owner and development group of the Nurses Cottage at the Regional Treatment Center, is requesting the allowable 15 year ad valorem tax exemption for their assisted living project at the Nurses Cottage. The 15 years includes 12 years of full exemption and 3 years phased-in. State Statute 272.02 Subd. 88, which provides for this exemption reads as follows:

Subd. 88.Fergus Falls historical zone. (a) Property located in the area of the campus of the former state regional treatment center in the city of Fergus Falls, including the **five buildings and associated land** that were acquired by the city prior to January 1, 2007, is exempt from ad valorem taxes levied under chapter 275.

(b) **The exemption applies for 15 calendar years from the date specified by resolution of the governing body of the city of Fergus Falls.** For the final three assessment years of the duration limit, the exemption applies to the following percentages of estimated market value of the property:

- (1) for the third to the last assessment year of the duration, 75 percent;
- (2) for the second to the last assessment year of the duration, 50 percent; and
- (3) for the last assessment year of the duration, 25 percent.

The Nurses Cottage redevelopment project is complete and the owner is requesting the Council to pass this resolution as of December 20, 2021, which will start the 15 year clock. The City will file this resolution with the County Assessor’s office. We have provided the same exemption for both of the red brick buildings that were previously redeveloped.

Budgetary Impact:

We would not collect any tax revenue on this property for 12 years and then a phased collection for 3 years.

Originating Department:

Administration

Respectfully Submitted:

Andrew Bremseth, City Administrator

Attachments:

N/A



City Council Action Recommendation

Page 1 of 1

Meeting Date:

December 20, 2021 City Council

Subject:

A 4th Addendum to the Purchase Agreement between the City of Fergus Falls and the Fergus Falls Port Authority for 11.57 acres of land on the former Dairy site.

Recommendation:

Resolution extend the purchase agreement.

Background/Key Points:

The Purchase Agreement between the City of Fergus Falls and the Fergus Falls Port Authority for the LCCMR-funded acquisition of 11.57 acres was extended for a 3rd time on September 20, 2021 until December 31, 2021. This extension was made to accommodate the DNR's appraisal review process. On December 6, I delivered via email (as there is no other mechanism for delivery) what our appraiser's office felt confident would be the final iteration of the appraisal report. As of the writing of this memo, no official acceptance of the appraisal report has come from the DNR's office, a necessary component of our grant closure. Since we must have an active purchase agreement to receive our LCCMR funds, I have no choice but to suggest another addendum to the purchase agreement be made to extend the deadline further. I have no recommendation for the amount of time we should allow for the extension and I do not plan to communicate to the DNR that a further extension is under consideration if or until absolutely necessary.

Originating Department:

Community Development

Respectfully Submitted:

Klara Beck



City Council Memorandum

Meeting Date: December 20, 2021

Subject: Hotel, Motel, and Apartment Hotel Zoning Code Definitions

Recommendation: Motion directing the City Attorney to draft an ordinance adopting a ninety-day study period and moratorium on the construction, enlargement, or expansion of motels, hotels, and apartment hotels and permits for the same.

Background/Key Points: Motel 7, located at 616 Frontier Drive, has recently been placed for sale. Staff have received numerous inquiries about whether this building can be converted to apartments or used as an “extended stay” hotel.

The property is zoned B-2, Service Business District. The B-2 district’s purpose is “to provide a district for a wide range of services and goods which might be incompatible with the uses permitted in retail business district” (§154.037(A)). The B-2 district permits for “motels, hotels or apartment hotels” among other service business uses. Motels, hotels, and apartment hotels are also permitted uses in some of the City’s other business districts. However, the definitions of these uses are outdated and insufficient to guide reuse of the property.

Staff are requesting the City Council direct the City Attorney to draft an ordinance adopting a 90-day moratorium and study period. Staff recommend the ordinance establish a moratorium on construction, enlargement, or expansion (and permits for the same) of motels, hotels, and apartment hotels. The purpose of the study period is for staff to research the uses of hotel, motel, and apartment hotel and provide suggested revisions to the zoning code in consultation with the Planning Commission and City Council. Should the City Council ultimately pass a moratorium, staff would present background information and discussion drafts at the Planning Commission’s next scheduled meeting on January 24.

Moratoriums (formally called “interim ordinances”) are permitted under M.S. §462.355 Subd. 4. They may be enacted for a period of up to one year. An interim ordinance must be adopted by the governing body.

Attachments: None

Budgetary Impact: None

Originating Department: Community Development

Respectfully Submitted: Karin Flom, City Planner

RESOLUTION ALLOWING CLAIMS & ORDERING PAYMENT THEREOF

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

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

General

A-1 LOCK & KEY LLC	NOV MISC DUPLICATE KEYS	93.84
AT&T MOBILITY	DATA PLANS	49.70
AT&T MOBILITY	IPADS & CELL PHONE DATA	318.72
ADMINISTRATOR'S CONTINGENCY FD	OCTOBER ANALYSIS SVC CHARGE	99.50
ADMINISTRATOR'S CONTINGENCY FD	OCTOBER 2021 INTEREST EARNED	.02-
ADMINISTRATOR'S CONTINGENCY FD	REPAIR TURNOUT GEAR	5.00
AGUILAR'S HOME SERVICES	OCT-NOV JANITORIAL SERVICES	765.00
ARAMARK UNIFORM SERVICES	NOVEMBER LINEN SUPPLY	941.24
SEAN ANDERSON	CLEANING WEEKS OF NOV 22-29	392.92
ARENA WAREHOUSE LLC	MISC PAINT/ARENA	2,573.00
BANKCARD CENTER	ANNUAL MEMBERSHIP FEE	30.00
BANKCARD CENTER	BOERHAVE UNIFORM PURCHASE	192.65
BANKCARD CENTER	BRUSVEN UNIFORM PURCHASE	358.14
BANKCARD CENTER	CREATIVE CLOUD RENEWAL	52.99
BANKCARD CENTER	ESTEP ONLINE TRNG FEE	99.00
BANKCARD CENTER	EVENSON UNIFORM PURCHASE	137.36
BANKCARD CENTER	FLASH DRIVES	12.99
BANKCARD CENTER	GLOVES	367.80
BANKCARD CENTER	GRANT UNIFORM PURCHASE	183.23
BANKCARD CENTER	HEINEN FIREARMS CLASS HOTEL	496.07
BANKCARD CENTER	IPHONE CHARGERS	27.98
BANKCARD CENTER	KITZMAN UNIFORM PURCHASE	6.97
BANKCARD CENTER	LICENSE FEES LABOR/INDUSTRY	99.00
BANKCARD CENTER	MALE TO FEMALE AUDIO CABLE 6FT	22.62
BANKCARD CENTER	MATTSON UNIFORM PURCHASE	24.75
BANKCARD CENTER	MONTHLY ADOBE MEMBERSHIP	10.78
BANKCARD CENTER	MOULTRIE MONTHLY	9.99
BANKCARD CENTER	NEULEIB UNIFORM PURCHASE	146.92
BANKCARD CENTER	NOV DRUM UNIT, FLASH DRIVES	55.88
BANKCARD CENTER	NOV HEAVY DUTY SCREW ANCHORS	37.88
BANKCARD CENTER	NOV SPRING FOR BI-FOLD DOORS	148.00

General

BANKCARD CENTER	NOV SUBURBAN MAILBOX POSTS	314.57
BANKCARD CENTER	NOV 2022 ERASABLE CALENDAR	27.80
BANKCARD CENTER	NOVEMBER APPY PIE LLC	60.00
BANKCARD CENTER	NOVEMBER FUEL NOZZLE	59.99
BANKCARD CENTER	NOVEMBER FUEL TRANSFER PUMP	265.98
BANKCARD CENTER	NOVEMBER GFOA CLASS REGISTRATI	85.00
BANKCARD CENTER	NOVEMBER LEXMARK IMAGING UNIT	48.00
BANKCARD CENTER	NOVEMBER LINDHAUS PH4 BAGS	99.80
BANKCARD CENTER	NOVEMBER MICR SEC TNR	211.00
BANKCARD CENTER	NOVEMBER POSITIVESSL WILDCARD	265.00
BANKCARD CENTER	NOVEMBER STORAGE BAGS & TOTE	13.35
BANKCARD CENTER	NOVEMBER SUPPLIES-HEATER	64.70
BANKCARD CENTER	NOVEMBER 2021 CREDIT CARDS	154.59
BANKCARD CENTER	NOVEMBER 2921 CREDIT CARDS	154.59-
BANKCARD CENTER	OCT TRUNK OR TREATS EVENT	72.38
BANKCARD CENTER	PBT DRYGAS	105.00
BANKCARD CENTER	PET LICENSES 1301-1600	82.51
BANKCARD CENTER	PHONE CASE/CORDS	36.95
BANKCARD CENTER	POSTAGE MACHINE INK	80.74
BANKCARD CENTER	RIGGLE UNIFORM PURCHASE	163.52
BANKCARD CENTER	SHOP WITH A HERO GIFT CARDS	2,500.00
BANKCARD CENTER	SWAT SUPPLIES	34.84
BANKCARD CENTER	TONER	232.89
BANKCARD CENTER	TREE INSPECTOR RECERT/A NELSON	50.00
BANKCARD CENTER	112 E WASHINGTON MATERIALS	25.05
BANKCARD CENTER	2020 MN ACCESSIBILITY CODEBOOK	229.77
BANK OF THE WEST	ANNUAL SAFE DEPOSIT BOX RENTAL	80.00
BEYER BODY SHOP, INC.	TOW FORD EXPEDITION/21039308	100.00
BEYER BODY SHOP, INC.	TOW FORD EXPLORER/21041041	125.00
BEYER BODY SHOP, INC.	TOW FORD F150/21039758	100.00
BEYER BODY SHOP, INC.	TOW MERCURY SABLE/21039947	100.00
BEYER BODY SHOP, INC.	TOW MITSUBUSHI LANCER/21041648	125.00
BEYER BODY SHOP, INC.	TOW SATURN AURA/21041579	150.00
BJORN'S HEATING & AIR COND INC	OCTOBER GENERATOR METER REPAIR	527.27
BOUND TREE MEDICAL LLC	NOVEMBER MEDICAL GLOVES	276.82
BUILDERS FIRSTSOURCE INC	CLEVELAND W.H. SOFFIT UPGRADE	108.00
BURR INC.	DIRECT DRILL-WATER SRE BLDG	2,529.37
CARR'S TREE SERVICE, INC.	BLVD TREE REMOVAL	7,211.25
CARR'S TREE SERVICE, INC.	PRIVATE D.E.D. TREE REMOVAL	16,371.45
CENTURYLINK	DECEMBER TELEPHONE EXPENSE	64.00
CHARTER COMMUNICATIONS	12/02/21-01/01/22 CABLE	40.18
CHARTER COMMUNICATIONS	12/04/21-01/03/22 CABLE	47.92
CODE 4 SERVICES INC	FIRE DEPT OPTIMCOM INSTALLATIO	3,634.30

General

COMMISSIONER OF REVENUE	2021 NOVEMBER SALES TAX	62,217.00
COOPERS TECHNOLOGY GROUP	DECEMBER FASTAB HANGING FOLDER	18.09
COOPERS TECHNOLOGY GROUP	DECEMBER SUPPLIES-FLOOR MAT	64.95
DACOTAH PAPER CO	CLNR DISINF SCRUBBING BUBB	53.87
DACOTAH PAPER CO	CREDIT TOWEL BAR	25.92-
DACOTAH PAPER CO	DISP., TISSUE	77.08
DACOTAH PAPER CO	TISSUE, SCREEN, SANITIZER, BLEACH	615.26
DAILY JOURNAL	ANNUAL SUBSCRIPTION RENEWAL	152.40
DAILY JOURNAL	NOV HEARING-HENNEN, PH COPR	105.88
DAILY JOURNAL	NOV ORDINANCE AMEND CITY CODE	173.25
DAILY JOURNAL	NOVEMBER PUBLISH ORDINANCE #15	231.00
DAILY JOURNAL	NOVEMBER PUBLISH ORDINANCE #18	182.88
DELZER CONSTRUCTION	WATER HOOK UP TO SRE BUILDING	9,000.00
EMPLOYEES INSURANCE TRUST FUND	DECEMBER HEALTH INSURANCE	84,783.87
EMPLOYEES INSURANCE TRUST FUND	DECEMBER LIFE INSURANCE	2,528.01
EQUIPMENT FUND	NOV FUEL CHARGES #3002	144.40
EQUIPMENT FUND	NOV FUEL CHARGES #3006	34.92
EQUIPMENT FUND	NOV FUEL CHARGES #3040	75.02
EQUIPMENT FUND	NOV FUEL CHARGES #3041	40.59
EQUIPMENT FUND	NOV FUEL CHARGES #3042	25.55
EQUIPMENT FUND	NOV REPAIRS/SERVICE #3043	55.59
ESRI INC	ARCGIS DESKTOP PERPETUAL LICEN	5,828.00
ESRI INC	RENEWAL QUOTE #26043252	5,545.00
FASTENAL COMPANY	DEC PARK SAFETY VENDING	93.86
FASTENAL COMPANY	DEC STREET SAFETY VENDING	93.86
FERGUS HOME & HARDWARE	DEC NUT DRIVER/BIT HOLDER/HARD	47.97
GALLS LLC	MATTSON UNIFORM PURCHASE	27.43
GALLS LLC	SONSTEBO UNIFORM PURCHASE	432.95
GENERAL FUND	2021 FISCAL HOST FEES	1,200.00-
GRANICUS LLC	2022 GOVACCESS-LICENSING FEE	4,725.00
GREAT PLAINS NATURAL GAS CO	NOVEMBER NATURAL GAS EXPENSE	2,941.61
HERZOG ROOFING	REPAIR HOLE/FIRE STATION ROOF	275.00
HIRERIGHT LLC	DEC BACKGROUND CHECK GARDING	11.15
HOME DEPOT CREDIT SERVICES	DEC SCRUBBER, STRAP, BUCKET, POLE	64.87
HOME DEPOT CREDIT SERVICES	DEC TWIST LOCK ADAPTER CORDS	87.29
HOME DEPOT CREDIT SERVICES	NOVEMBER HDX 13G SCENTED	18.47
HOME DEPOT CREDIT SERVICES	NOVEMBER MOUSE TRAPS	19.51
JEFFERSON FIRE & SAFETY INC	NOV FLUORINE FREE A/B FOAM	1,350.00
LAKE REGION HEALTHCARE CORP	NOV PRE-EMPLOY DRUG SCREEN	150.00
MII LIFE INCORPORATED	DEC FLEX/HSA PART FEE	123.20
MII LIFE INCORPORATED	JAN - DEC FLEX/HSA PART FEE	33.00
MII LIFE INCORPORATED	JAN-NOV FLEX/HSA PART FEE	30.25-
MARCO-FARGO	11/27-12/27/2021 COPIER RENT	589.08

General

MED COMPASS	ANNUAL/FIT TEST-PHYSICAL	3,259.00
MEDTOX LABORATORIES INC	NOV PRE-EMPLOY DRUG SCREEN	94.23
MIDWEST PRINTING COMPANY	BUSINESS CARDS-TODD BJERKLIE	55.00
MN DEPT OF NATURAL RESOURCES	SEPTEMBER HOSE EQUIPMENT	866.58
MN STATE COMMUNITY & TECH COLL	FIRE INSTRUCTOR I TRAINING	400.00
NOVA FIRE PROTECTION, LLC	ANNUAL SPRINKLER INSPECTION	160.00
NYCKLEMOE & ELLIG, P.A.	DECEMBER PROSECUTING SERVICES	8,937.50
NYCKLEMOE & ELLIG, P.A.	SPAULDING FORF SHARE/21015774	750.00
OFFICE OF MNIT SERVICES	NOV. INTERNET USAGE	274.48
CRAIG OTTENBACHER	LESS LOCAL TAX	.19-
CRAIG OTTENBACHER	LESS OTC TAX	.19-
CRAIG OTTENBACHER	LESS STATE TAX	2.56-
OTC HUMANE SOCIETY INC	NOV ANIMAL BOARDING	1,236.00
OTC HUMANE SOCIETY INC	OCT BOARDING FEES	508.00
OTTER TAIL POWER COMPANY	NOV ELECTRIC/522 E HAMPDEN	23.59
OTTER TAIL POWER COMPANY	NOVEMBER ELECTRICITY EXPENSE	1,793.11
OTTER TAIL TELCOM	DECEMBER TELEPHONE EXPENSE	759.51
WILLIAM PETERSEN	DECEMBER JANITORIAL SERVICES	950.00
PITNEY BOWES CREDIT CORP	09/30-12/29/21 METER RENT	705.00
POLICE DEPT CONTINGENCY FUND	NAVY NIGHT VISION LEASE	300.00
PREMIER CARBIDE SAW & TOOL	SHIPPING COSTS	32.41
PREMIER CARBIDE SAW & TOOL	ZAMBONI BLADE SHARPENING	55.00
PRO-WEST & ASSOCIATES, INC	TECH ASST. GIS SUPPORT	593.07
RIDGEWATER COLLEGE	NOVEMBER BLS CPR COURSE	1,200.00
SKY CREW SERVICES, LLC	JANUARY MANAGEMENT FEES	5,500.00
SPEE DEE DELIVERY SERVICE INC	SHIPPING CHARGES	32.07
STENERSON BROTHERS LUMBER CO	CLEVELAND RINK FASCIA MATERIAL	18.52
STRATA CORPORATION	INSTALL EVP IN INTERSECTIONS	83,220.00
SUMMIT COMPANIES	ANNUAL FIRE EXTINGUISHER INSPE	198.68
TIERNEY BROTHERS	REPAIR CAMERA LINK IN CHAMBERS	947.59
TRAFFIC CONTROL CORPORATION	EMERGENCY PREEMPTION SYSTEM	50,445.20
VERIZON WIRELESS	AIR CARDS/CELL 11/2-12/1	1,078.92
WEST CENTRAL INITIATIVE	2021 ANNUAL OPERATING FUND	7,500.00
WIMACTEL INC	DECEMBER TELEPHONE EXPENSE	132.00
	F U N D T O T A L	398,282.51

P.A. General

ATLAS OUTDOOR SERVICES LLC	DECEMBER/CBHH SNOW/LAWN CARE	1,000.00
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P.A. General

CUMMINS NPOWER LLC	ANNUAL GENERATOR INSPECTION	1,693.43
CUMMINS NPOWER LLC	CREDIT OVER BILLING ON ANNUAL	423.30-
EMPLOYEES INSURANCE TRUST FUND	DECEMBER HEALTH INSURANCE	1,126.60
EMPLOYEES INSURANCE TRUST FUND	DECEMBER LIFE INSURANCE	7.44
FERGUS HOME & HARDWARE	DISH WASHER ADJUSTMENT	69.99
JOHNSON CONTROLS INC	MONTHLY MAINT -HVAC NOV	3,667.24
MII LIFE INCORPORATED	DEC FLEX/HSA PART FEE	3.30
NOVA FIRE PROTECTION, LLC	QTRLY SPRINKLER INSPECTION	135.00
UGSTAD PLUMBING, INC.	BOILER/GEN CK 11/30/21	85.00
UGSTAD PLUMBING, INC.	HEAT PUMP MOTOR & INSTALLATION	1,290.00
	F U N D T O T A L	8,654.70

American Rescue Plan Act Fund

CAPITAL IMPROVEMENT FUND	PROJECT 9768 WATER AND SEWER	72,369.32
SHI INTERNATIONAL CORP	LENOVO THINKPAD E15	3,040.00
	F U N D T O T A L	75,409.32

Regional Treatment Center-City Operated

BANKCARD CENTER	CUDDEBACK DIGITAL RTC	20.00
	F U N D T O T A L	20.00

Public Library

ADMINISTRATOR'S CONTINGENCY FD	LOST BOOK FEES	30.00
ARAMARK UNIFORM SERVICES	BAR TOWELS AND REUSABLE MASKS	32.29
ARAMARK UNIFORM SERVICES	NOVEMBER LINEN SUPPLY	7.05
BAKER & TAYLOR INC	BOOK PROCESSING	21.32
BAKER & TAYLOR INC	BOOKS	347.18
BANKCARD CENTER	AMERICAN LIBRARY ASSN DUES	300.00

Public Library

BANKCARD CENTER	NOV RECEIPT PRINTER PAPER	32.81
BANKCARD CENTER	NOVEMBER BOOKS	1,091.08
BANKCARD CENTER	NOVEMBER DIGITAL MATERIALS	613.55
BANKCARD CENTER	NOVEMBER DISPOSABLE FACE MASKS	63.96
BANKCARD CENTER	NOVEMBER DVD'S	1,475.96
BANKCARD CENTER	NOVEMBER LED CAMPING LANTERN	29.99
BANKCARD CENTER	NOVEMBER LED FLASHLIGHTS	159.94
BANKCARD CENTER	NOVEMBER OPERATING SUPPLIES	10.88
BANKCARD CENTER	NOVEMBER SQUEEGEES, WINDOW WASH	52.25
BANKCARD CENTER	NOVEMBER 5-TIER SHELVING UNIT	84.72
BANKCARD CENTER	NOVEMBER 6-TIER SHELVING UNIT	114.98
BANKCARD CENTER	NOVEMBER/FACE MASKS	32.98
BANKCARD CENTER	2021 TECH SVC SYMPOSIUM REGIST	25.00
DAILY JOURNAL	NEWSPAPER SUBSCRIPTION 2022	168.00
EMPLOYEES INSURANCE TRUST FUND	DECEMBER HEALTH INSURANCE	8,473.26
EMPLOYEES INSURANCE TRUST FUND	DECEMBER LIFE INSURANCE	43.40
GREAT PLAINS NATURAL GAS CO	NOVEMBER NATURAL GAS EXPENSE	106.93
HOME DEPOT CREDIT SERVICES	DEC GOLDEN SUNSET PAINT	9.16
HOME DEPOT CREDIT SERVICES	DEC METALLIC GOLD PAINT	13.96
HOME DEPOT CREDIT SERVICES	DEC RETURN GOLDEN SUNSET PAINT	9.16-
HOOPLA	HOOPLA DIGITAL CONTENT	840.59
VICTOR LUNDEEN COMPANY	COPY PAPER AND LABELS	117.16
MII LIFE INCORPORATED	DEC FLEX/HSA PART FEE	17.88
NOVA FIRE PROTECTION, LLC	SPRINKLER INSPECTION ANNUAL	145.00
OTTER TAIL TELCOM	DECEMBER TELEPHONE EXPENSE	146.48
US BANK EQUIPMENT FINANCE	11/21-12/21/21 COPIER RENT	540.30
VIKING LIBRARY SYSTEM	PATRON BAR CODES	84.50
VINCO INC	ADJUSTMENTS TO LIGHTS	637.50
	F U N D T O T A L	15,860.90

Bigwood Event Center

JOBSHQ	NOVEMBER MANAGERS ON-LINE POST	709.00
LHR HOSPITALITY MANAGEMENT	NOVEMBER MANAGEMENT FEES	5,000.00
LHR HOSPITALITY MANAGEMENT	NOVEMBER MEETING-MILEAGE	559.62
SHI INTERNATIONAL CORP	LENOVO THINKCENTRE TINY	2,936.00
SHERWIN WILLIAMS CO	DEC TAN PAINT OXLEY ROOM	31.05
	F U N D T O T A L	9,235.67

IRP Revolving Loan

RURAL DEVELOPMENT	ANNUAL PAYMENT/INTEREST	1,086.64
RURAL DEVELOPMENT	ANNUAL PAYMENT/PRINCIPAL	35,929.20
	F U N D T O T A L	37,015.84

CDBG/HUD Revolving Loan

ADMINISTRATOR'S CONTINGENCY FD	MORTGAGE TAX	12.79
ADMINISTRATOR'S CONTINGENCY FD	REGISTRATION TAX	46.00
ROOF 1 - RBR INC	205 W LINCOLN/ROOF REPAIR-#504	20,420.00
	F U N D T O T A L	20,478.79

Port Authority Bonds, Series 2019A

NORTHLAND TRUST SERVICES, INC.	ANNUAL PAYMENT/INTEREST	41,325.00
	F U N D T O T A L	41,325.00

Capital Improvement

ADMINISTRATOR'S CONTINGENCY FD	RECORD DECLARATION	46.00
C & L EXCAVATING INC	PAY APP. # 4	28,488.98
CAPITAL IMPROVEMENT FUND	PROJECT 9768 WATER AND SEWER	72,369.32-
CARR'S TREE SERVICE, INC.	TREE REMOVAL NP PARK PROJECT	850.00
DAILY JOURNAL	NOV TRANSITION PLAN MEETING	134.75
HOISINGTON KOEGLER GROUP INC	NOV GLACIAL EDGE TRAIL -2021	3,097.50
INTERSTATE ENGINEERING INC.	PROF SERV. 10/6/21-11/13/2021	11,579.76
MARK LEE ASPHALT & PAVING, INC	PAY ESTIMATE NO. 3	16,982.37
LEITCH EXCAVATING INC	STORM SEWER / BY ARBY'S	2,710.65
MOORE ENGINEERING INC	PROF SERV. LINCOLN/UNION AVE	8,854.48
NORTHLAND TRUST SERVICES, INC.	2021A BOND PAYING AGENT FEES	750.00
	F U N D T O T A L	1,125.17

Liquor Store

THE AMERICAN BOTTLING COMPANY	DECEMBER/MIX	381.37
ARAMARK UNIFORM SERVICES	NOVEMBER LINEN SUPPLY	210.50
ARTISAN BEER COMPANY	DECEMBER/BEER	1,028.45
BANKCARD CENTER	NOVEMBER MOOD PANDORA	58.12
BANKCARD CENTER	NOVEMBER/FREIGHT	22.18
BANKCARD CENTER	NOVEMBER/LIQUOR CANDY	347.00
BANKCARD CENTER	NOVEMBER/MISC PURCHASES	695.84
BEVERAGE WHOLESALERS INC	DECEMBER/BEER	19,113.54
BEVERAGE WHOLESALERS INC	DECEMBER/MIX	84.80
BRAUN VENDING INC	DECEMBER WATER COOLER RENT	16.00
BREAKTHRU BEVERAGE MINNESOTA	DECEMBER/FREIGHT	235.62
BREAKTHRU BEVERAGE MINNESOTA	DECEMBER/LIQUOR	9,249.05
BREAKTHRU BEVERAGE MINNESOTA	DECEMBER/MIX	147.96
BREAKTHRU BEVERAGE MINNESOTA	DECEMBER/WINE	2,544.26
CARLOS CREEK WINERY	DECEMBER/WINE	2,250.00
CAYAN	NOVEMBER 2021 CR CD FEES	11,706.94
VIKING COCA-COLA BOTTLING CO	DECEMBER/MIX	670.70
COMMISSIONER OF REVENUE	2021 NOVEMBER SALES TAX	3.70
D-S BEVERAGES, INC.	DECEMBER/LIQUOR	1,188.28
DACOTAH PAPER CO	DECEMBER/SUPPLIES-BAGS	128.67
DACOTAH PAPER CO	SCRUBBER AUTO 17IN W/PDRIVER	4,000.00
DACOTAH PAPER CO	STRAIGHT SQUEEGEE	103.36
EMPLOYEES INSURANCE TRUST FUND	DECEMBER HEALTH INSURANCE	9,624.16
EMPLOYEES INSURANCE TRUST FUND	DECEMBER LIFE INSURANCE	15.19
FERGUS BREWING COMPANY LLC	DECEMBER/BEER	172.80
GREAT PLAINS NATURAL GAS CO	NOVEMBER NATURAL GAS EXPENSE	486.36
H BOYD NELSON INC	DECEMBER/BEER	44,012.25
H BOYD NELSON INC	DECEMBER/MIX	656.20
JOHNSON BROTHERS LIQUOR CO	DECEMBER/FREIGHT	224.99
JOHNSON BROTHERS LIQUOR CO	DECEMBER/LIQUOR	7,095.15
JOHNSON BROTHERS LIQUOR CO	DECEMBER/MIX	51.20
JOHNSON BROTHERS LIQUOR CO	DECEMBER/WINE	4,518.63
LIQUOR STORE	RECEIPT DECEMBER RENT	358.00-
MII LIFE INCORPORATED	DEC FLEX/HSA PART FEE	7.02-
ORIGIN WINE & SPIRITS	DECEMBER/FREIGHT	1.49
ORIGIN WINE & SPIRITS	DECEMBER/LIQUOR	180.00
OTTER TAIL TELCOM	DECEMBER TELEPHONE EXPENSE	294.20
PHILLIPS WINE AND SPIRITS CO	DECEMBER/FREIGHT	473.99
PHILLIPS WINE AND SPIRITS CO	DECEMBER/LIQUOR	25,881.06
PHILLIPS WINE AND SPIRITS CO	DECEMBER/WINE	1,184.20
ROLLING FORKS VINEYARDS LLC	DECEMBER/WINE	895.68
SOUTHERN GLAZER'S OF MN	DECEMBER/FREIGHT	276.42
SOUTHERN GLAZER'S OF MN	DECEMBER/LIQUOR	8,087.12

Liquor Store

SOUTHERN GLAZER'S OF MN	DECEMBER/WINE	3,379.80
SOUTHERN GLAZER'S OF MN	NOVEMBER/LIQUOR	84.00-
SOUTHERN GLAZER'S OF MN	NOVEMBER/WINE	9.33-
TOTAL REGISTER SYSTEMS	FTP MONTHLY SERVICE	32.36
VINOCOPIA INC	DECEMBER/FREIGHT	80.00
VINOCOPIA INC	DECEMBER/LIQUOR	3,852.46
VINOCOPIA INC	DECEMBER/MIX	287.75
VINOCOPIA INC	DECEMBER/WINE	1,870.67
WINE MERCHANTS INC	DECEMBER/FREIGHT	19.00
WINE MERCHANTS INC	DECEMBER/WINE	848.30
	F U N D T O T A L	168,229.42

Refuse Disposal

ADMINISTRATOR'S CONTINGENCY FD	ADD'L FEE WASTE HAULER LICENSE	90.00
ARAMARK UNIFORM SERVICES	NOVEMBER LINEN SUPPLY	505.57
BANKCARD CENTER	NOV ANTI-SLIP TRACTION TAPE	99.95
BANKCARD CENTER	OCTOBER ANTISLIP TRACTION TAPE	89.95
COMMISSIONER OF REVENUE	2021 NOVEMBER SALES TAX	10.91
COMMISSIONER OF REVENUE	2021 NOVEMBER SWMT	28,800.00
WASTE MANAGEMENT	11/16-11/30/21 PRO SERVICES	6,122.63
EMPLOYEES INSURANCE TRUST FUND	DECEMBER HEALTH INSURANCE	15,292.86
EMPLOYEES INSURANCE TRUST FUND	DECEMBER LIFE INSURANCE	65.10
LIBERTY TIRE SERVICES LLC	OCT TIRE RECYCLING	790.50
LOCATORS & SUPPLIES INC	DEC KINCO LEATHER PALM GLOVES	33.98
LOCATORS & SUPPLIES INC	DEC LEATHER PALM GLOVES	33.98
MII LIFE INCORPORATED	DEC FLEX/HSA PART FEE	22.00
MARCO-FARGO	11/27-12/27/2021 COPIER RENT	129.22
OTTER TAIL COUNTY TREASURER	NOVEMBER TIPPING FEES	89,444.28
OTTER TAIL TELCOM	DECEMBER TELEPHONE EXPENSE	142.79
REVTRAK INC	NOVEMBER 2021 CR CD FEES	2,567.11
STRATEGIC INSIGHTS INC	2022 PLAN-IT LICENSE	387.50
WASTEWATER TREATMENT FUND	NOV LEACHATE ASH CELL	378.00
WASTEWATER TREATMENT FUND	NOV LEACHATE DEMO CELL	371.25
	F U N D T O T A L	145,377.58

Sewage Treatment

Sewage Treatment

ARAMARK UNIFORM SERVICES	NOVEMBER LINEN SUPPLY	703.15
BANKCARD CENTER	NOV EX WAND,NOZZLE,FILTER	57.85
BANKCARD CENTER	NOV SHEATHING PLY	36.38
BANKCARD CENTER	NOV SHOVEL,BUCKET,FILTER	124.88
BANKCARD CENTER	NOV STEER WHEEL COVER	5.00
BANKCARD CENTER	NOV TRAVEL/MEAL MESERB MEETING	7.52
BANKCARD CENTER	NOVEMBER ROOT INTRUSION SOLUTI	218.88
CENTURYLINK	DECEMBER TELEPHONE EXPENSE	64.00
COOPERS TECHNOLOGY GROUP	DEC STAPLER, BLK	13.68
EMPLOYEES INSURANCE TRUST FUND	DECEMBER HEALTH INSURANCE	8,402.77
EMPLOYEES INSURANCE TRUST FUND	DECEMBER LIFE INSURANCE	40.30
FASTENAL COMPANY	DEC SEWER SAFETY VENDING	93.86
FASTENAL COMPANY	DEC 10X 1.25 S/S HARDWARE	18.75
GOPHER STATE ONE CALL	NOV BILLABLE TICKETS	81.45
GRAINGER INC	DEC V-BELT	25.06
MATTHEW LEMKE	AUG-DEC REIMB. PHONE	64.95
MATTHEW LEMKE	NOV CERAMIC FIBER INSULATION	55.45
MII LIFE INCORPORATED	DEC FLEX/HSA PART FEE	11.00
MARCO-FARGO	11/27-12/27/2021 COPIER RENT	129.21
OTTER TAIL TELCOM	DECEMBER TELEPHONE EXPENSE	138.52
RMB ENVIRONMENTAL LABORATORIES	DEC ANALYSIS	308.00
RMB ENVIRONMENTAL LABORATORIES	NOV ANALYSIS	308.00
REVTRAK INC	NOVEMBER 2021 CR CD FEES	2,567.11
SPEE DEE DELIVERY SERVICE INC	DEC SHIPPING	27.57
SPEE DEE DELIVERY SERVICE INC	NOV SHIPPING	27.77
STRATEGIC INSIGHTS INC	2022 PLAN-IT LICENSE	387.50
WALLWORK TRUCK CENTER F.F.	DEC AIR FILTER	166.38
WASTEWATER TREATMENT FUND	RECEIPT TO NOV LEACHATE	749.25-
	F U N D T O T A L	13,335.74

Water

ADMINISTRATOR'S CONTINGENCY FD	DECEMBER UTILITIES REFUND	77.94
ARAMARK UNIFORM SERVICES	NOVEMBER LINEN SUPPLY	239.54
APEX ENGINEERING GROUP INC	NOV TASTE/ODOR STUDY	2,361.20
BANKCARD CENTER	ANNUAL MEMBERSHIP FEE	30.00
BANKCARD CENTER	NOVEMBER MAINTENANCE SUPPLIES	4.82
BANKCARD CENTER	OCTOBER EDU COURSE CORY HAGE	225.00
BURR INC.	DIRECT DRILL-WATER SRE BLDG	843.13

Water

CENTURYLINK	DECEMBER TELEPHONE EXPENSE	186.00
DELZER CONSTRUCTION	WATER HOOK UP TO SRE BUILDING	3,000.00
EMPLOYEES INSURANCE TRUST FUND	DECEMBER HEALTH INSURANCE	6,776.77
EMPLOYEES INSURANCE TRUST FUND	DECEMBER LIFE INSURANCE	58.90
FASTENAL COMPANY	DEC WATER SAFETY VENDING	93.86
FERGUSON WATERWORKS #2516	DEC STOCK ORDER PER TRAVIS	367.38
FERGUSON WATERWORKS #2516	DEC 3/4" METER COUPLING TRAVIS	135.00
GOIN' POSTAL FERGUS FALLS	DEC SHIPPING FEE	68.90
GOIN' POSTAL FERGUS FALLS	NOV POSTAGE	89.43
GOPHER STATE ONE CALL	NOV BILLABLE TICKETS	81.45
GRAYMONT (WI) LLC.	DEC HIGH CALCIUM QUIKLIME	5,476.07
HAWKINS INC	DEC PHOSPHATE CHEMICALS	1,505.10
HAWKINS INC	NOV AMMONIA ANHYDROUS	430.00
HAWKINS INC	NOV CHLORINE	825.00
HAWKINS INC	NOV FERRIC SULFATE	1,249.15
HAWKINS INC	NOV HYDROFLUOSILICIC ACID	925.00
HOME DEPOT CREDIT SERVICES	DEC STOCK WATER DEPT ORDER	527.51
HOME DEPOT CREDIT SERVICES	DEC UTILITIES ORDER PER TRAVIS	71.05
KODRU-MOONEY	DEC SURFACE WASH VALVES FILT.3	2,856.84
MII LIFE INCORPORATED	DEC FLEX/HSA PART FEE	44.00
MARCO-FARGO	11/27-12/27/2021 COPIER RENT	129.21
TRAVIS OLSON	DEC/MILEAGE-FARGO FOR PARTS	52.08
CRAIG OTTENBACHER	LESS WATER 10,600 GALLONS	37.32-
CRAIG OTTENBACHER	3" HYD. METER DEP. REC 223519	260.00
OTTER TAIL TELCOM	DECEMBER TELEPHONE EXPENSE	160.94
RMB ENVIRONMENTAL LABORATORIES	DEC 1ST HALF ANALYSIS	110.00
RMB ENVIRONMENTAL LABORATORIES	DEC 2ND HALF BACT. MONITORING	125.00
REVTRAK INC	NOVEMBER 2021 CR CD FEES	2,567.11
STRATEGIC INSIGHTS INC	2022 PLAN-IT LICENSE	387.50
USA BLUEBOOK	NOV CHLORINE TEST KIT	88.55
USA BLUEBOOK	NOV LAB CHEMICALS	358.08
	F U N D T O T A L	32,750.19

Storm Water

GOPHER STATE ONE CALL	NOV BILLABLE TICKETS	81.45
	F U N D T O T A L	81.45

Equipment

ARAMARK UNIFORM SERVICES	NOVEMBER LINEN SUPPLY	361.04
AMERICAN WELDING & GAS, INC	DEC COLD GALV COMPOUND (SHOP)	14.00
AUTO VALUE - FERGUS FALLS	DEC AIR FILTER (STOCK)	25.80
AUTO VALUE - FERGUS FALLS	DEC AIR FILTER UNIT 284	21.72
AUTO VALUE - FERGUS FALLS	DEC BATTERY CHARGER (SHOP)	113.99
AUTO VALUE - FERGUS FALLS	DEC BRAKE CHAMBER 3030	67.76
AUTO VALUE - FERGUS FALLS	DEC BRAKE LINE/FITT/PS PRESS	73.12
AUTO VALUE - FERGUS FALLS	DEC BRAKE SHOE KIT GARBAGE TRU	565.96
AUTO VALUE - FERGUS FALLS	DEC BUTANE (SHOP)	12.08
AUTO VALUE - FERGUS FALLS	DEC CAB AIR FILTER UNIT 61	10.99
AUTO VALUE - FERGUS FALLS	DEC CABIN AIR FILTER (STOCK)	31.82
AUTO VALUE - FERGUS FALLS	DEC CRC BATTERY TERMINAL CLNR	8.99
AUTO VALUE - FERGUS FALLS	DEC CREDIT RETURNED BRAKE CHAM	67.76-
AUTO VALUE - FERGUS FALLS	DEC DEF FLUID 2.5 GAL (SHOP)	14.99
AUTO VALUE - FERGUS FALLS	DEC DIELECTRIC GREASE (SHOP)	10.99
AUTO VALUE - FERGUS FALLS	DEC FLEX HOSE (LANDFILL)	23.98
AUTO VALUE - FERGUS FALLS	DEC FOAM CANNON (SHOP)	59.97
AUTO VALUE - FERGUS FALLS	DEC GAS PUMP FILTERS	46.68
AUTO VALUE - FERGUS FALLS	DEC GREASE GUN (SHOP)	23.99
AUTO VALUE - FERGUS FALLS	DEC HITCH PIN UNIT 77	10.99
AUTO VALUE - FERGUS FALLS	DEC HYD FILTER UNIT 284	79.84
AUTO VALUE - FERGUS FALLS	DEC HYD HOSE NYLON PROTECTOR	4.50
AUTO VALUE - FERGUS FALLS	DEC HYD HOSE PROTECTIVE SLEEVE	113.64
AUTO VALUE - FERGUS FALLS	DEC H6024 SEALED BEAM BULB 240	18.99
AUTO VALUE - FERGUS FALLS	DEC LED ON-OFF ROCKER SWITCH	5.49
AUTO VALUE - FERGUS FALLS	DEC LEVER GREASE GUN (U-228)	32.99
AUTO VALUE - FERGUS FALLS	DEC OE TRAILER WIRE HARNESS	50.99
AUTO VALUE - FERGUS FALLS	DEC PARTS/CORE RETURN CREDIT	286.08-
AUTO VALUE - FERGUS FALLS	DEC PERMATEX POWERBEAD (SHOP)	27.99
AUTO VALUE - FERGUS FALLS	DEC REAR BRAKE CALIPERS U-40	205.04
AUTO VALUE - FERGUS FALLS	DEC REAR BRAKE ROTORS UNIT 40	161.98
AUTO VALUE - FERGUS FALLS	DEC REAR PAD/ROTORS UNIT 40	207.97
AUTO VALUE - FERGUS FALLS	DEC RED LED ROCKER SWITCH U-51	5.49
AUTO VALUE - FERGUS FALLS	DEC RETURN WRONG ROTORS U-40	157.98-
AUTO VALUE - FERGUS FALLS	DEC SAND BLASTER GLASS BEADS	80.33
AUTO VALUE - FERGUS FALLS	DEC SPLIT WIRE LOOM (SHOP)	49.50
AUTO VALUE - FERGUS FALLS	DEC STARTER MOTOR	241.42
AUTO VALUE - FERGUS FALLS	DEC STOCK HYD FILTER	36.82
AUTO VALUE - FERGUS FALLS	DEC STOCK PARTS ORDER	258.45
AUTO VALUE - FERGUS FALLS	DEC TIRE PATCH (SHOP)	10.99
AUTO VALUE - FERGUS FALLS	DEC TRIPLE DOOR SAND BLAST CAB	2,020.73
AUTO VALUE - FERGUS FALLS	DEC 16 GAUGE SPOOLED WIRE SHOP	79.00
AUTO VALUE - FERGUS FALLS	DEC 194 BULBS (STOCK)	4.90

Equipment

BUY-MOR PARTS & SERVICE LLC	DEC CHECK DE-RATE UNIT 500	413.00
BUY-MOR PARTS & SERVICE LLC	DEC CHECK ENGINE LIGHT U-225	511.00
BANKCARD CENTER	NOV BALL VALVE UNIT 207	40.78
BANKCARD CENTER	NOV CONNECTORS, SEAL, RELAY,	149.77
BANKCARD CENTER	NOV DUST CAPS, RUBBER CAPS	28.94
BANKCARD CENTER	NOV PROTECTANT, SPONGE, CLEANER	32.47
BANKCARD CENTER	NOV 3 WAY BOTTOM BALL VALVE	85.41
BANKCARD CENTER	NOVEMBER AUTO BRAKE ADJUSTER	115.63
BANKCARD CENTER	NOVEMBER BACKUP CAMERA	66.99
BANKCARD CENTER	NOVEMBER GAS HOSE	34.99
BANKCARD CENTER	NOVEMBER GLASS FUSES	21.95
BANKCARD CENTER	NOVEMBER OFFICE BLINDS	167.14
BANKCARD CENTER	NOVEMBER PRESSURE VALVE KIT	17.99
BANKCARD CENTER	NOVEMBER STOP TURN TAIL BULB	62.07
BANKCARD CENTER	NOVEMBER VERTICLE BAR CLAMPS	43.90
BANKCARD CENTER	NOVEMBER WHEEL DOLLY	693.66
BANKCARD CENTER	OCTOBER ALARM FOR REFUSE TRUCK	10.99
BANKCARD CENTER	2094 PREMIUM FUEL	57.92
BROCK WHITE COMPANY LLC	DEC 3" AGGREGATE HOSE U-483	616.25
CENTURYLINK	DECEMBER TELEPHONE EXPENSE	194.00
CERTIFIED LABORATORIES	DEC SHOP GREASE ORDER	672.00
CODE 4 SERVICES INC	REMOVE 2082 RADIO	52.25
CODE 4 SERVICES INC	2088, 2089, 2091, 2092, 2097	8,382.36
COMMISSIONER OF REVENUE	2021 NOVEMBER SPECIAL FUEL TAX	564.02
COMMISSIONER OF REVENUE	2021 NOVEMBER SALES TAX	114.39
CRYTEEL TRUCK EQUIPMENT INC	DEC SPINNER MOTOR SEAL KITS	203.93
DSI AUTOMOTIVE PRODUCTS	DEC FRONT/REAR HITCHES U-64	570.02
DSI AUTOMOTIVE PRODUCTS	DEC TRIPLE SEVEN CLEANER SHOP	79.00
DEPT. OF MOTOR VEHICLE	2021 FORD F150 TABS & LICENSE	1,706.34
EMPLOYEES INSURANCE TRUST FUND	DECEMBER HEALTH INSURANCE	4,471.31
EMPLOYEES INSURANCE TRUST FUND	DECEMBER LIFE INSURANCE	25.11
EQUIPMENT FUND	NOV FUEL USAGE	320.48-
EQUIPMENT FUND	NOV REPAIRS/SERVICE	55.59-
FARGO FREIGHTLINER	DEC CONFIG-PNDB UNIT 255	305.47
FARGO FREIGHTLINER	DEC CREDIT RETURNED SENSOR	169.10-
FARGO FREIGHTLINER	DEC DEF FILTER KIT U-207	139.45
FARGO FREIGHTLINER	DEC DFN PRESSURE SENSOR U-225	169.10
FARGO FREIGHTLINER	DEC ELECTRICAL CONNECTOR U-225	96.19
FARGO FREIGHTLINER	DEC SENSOR CONNECTOR UNIT 225	52.45
FARGO FREIGHTLINER	DEC SERP BELT UNIT 216	43.47
JOHN DEERE FINANCIAL	DEC DEF FLUID	110.00
JOHN DEERE FINANCIAL	DEC JOINT/PLATE UNIT 949	360.76
JOHN DEERE FINANCIAL	DEC PARTS RETURN CREDIT	178.04-

Equipment

JOHN DEERE FINANCIAL	DEC SHOCK ABSORBER UNIT 945	110.09
JOHN DEERE FINANCIAL	DEC WINDOW/REPAIR PARTS U-952	945.54
FASTENAL COMPANY	DEC SHOP SUPPLY ORDER	185.72
FASTENAL COMPANY	DEC SHOP SUPPLY VENDING	130.08
NAPA AUTO PARTS - FERGUS FALLS	DEC 3/8" COUPLING UNIT 40	5.88
NAPA AUTO PARTS - FERGUS FALLS	NOV CAM SENSOR UNIT 2085	20.88
GREAT PLAINS NATURAL GAS CO	NOVEMBER NATURAL GAS EXPENSE	2,593.47
INLAND TRUCK PARTS COMPANY	DEC AIR CONSOLE UNIT 214	469.52
INLAND TRUCK PARTS COMPANY	NOV BRAKE SHOE CORE CREDIT	300.00-
INTERSTATE BATTERY SYSTEM	DEC STOCK BATTERIES	347.85
INTERSTATE POWER SYSTEMS INC	DEC CHECK TRANS STICKS IN GEAR	732.47
LAWSON PRODUCTS INC	DEC AEROSOL OPEN&SHUT (SHOP)	56.28
LOCATORS & SUPPLIES INC	DEC BACK RACK UNIT 64	360.00
LOCATORS & SUPPLIES INC	DEC ORANGE NITRILE GLOVES SHOP	69.90
MII LIFE INCORPORATED	DEC FLEX/HSA PART FEE	5.64
MARCO-FARGO	11/27-12/27/2021 COPIER RENT	118.74
MINNESOTA MOTOR COMPANY	NOVEMBER CAR WASHES	20.00
NELSON AUTO CENTER	DEC TEMP SENSOR UNIT 3002	9.74
NELSON AUTO CENTER	DEC 2021 F150 4WD EXT CAB U-64	25,482.14
NORTH CENTRAL INTERNATIONAL	DEC DEF QUALITY SENSOR/ SOLENO	295.15
NORTH CENTRAL INTERNATIONAL	DEC FUEL TANK STRAP BOLT/END	217.88
OTTER TAIL TELCOM	DECEMBER TELEPHONE EXPENSE	35.82
POLICE DEPT CONTINGENCY FUND	2093 PREMIUM GAS FILLS	186.73
SANITATION PRODUCTS INC	DEC COUPLER/VALVE UNIT 262	250.68
SANITATION PRODUCTS INC	DEC 1/2" MALE COUPLER U-262	39.64
BRENT SCHLESKE	DEC REIMB., ADAPTERS	12.92
SHERWIN WILLIAMS CO	DEC FLOOR SEALER/ETCH/SUPPLIES	1,601.96
SHERWIN WILLIAMS CO	DEC RETURN UNUSED SEALER/ETCH	795.10-
SUMMIT COMPANIES	FIRE EXTINGUISHER INSTALLATION	115.91
WALLWORK TRUCK CENTER F.F.	DEC BRAKE LINE TUBE/FITTINGS	50.02
WALLWORK TRUCK CENTER F.F.	DEC FUEL STRAP UNIT 214	545.10
WALLWORK TRUCK CENTER F.F.	DEC RETURN WRONG BRAKE SHOES	235.32-
WALLWORK TRUCK CENTER F.F.	DEC SAFETY VALVE/BUSHING U-275	26.62
WALLWORK TRUCK CENTER F.F.	DEC STOCK 3030 BRAKE CHAMBERS	113.72
WALLWORK TRUCK CENTER F.F.	DEC WATER PUMP UNIT 216	191.77
WALLWORK TRUCK CENTER F.F.	DEC 3030 BRAKE CHAMBER U-240	105.27
ZARNOTH BRUSH WORKS INC	DEC GLOBAL POLY MAIN BROOM	1,125.46
	F U N D T O T A L	60,691.52

Employees Insurance

Employees Insurance

EMPLOYEES INSURANCE TRUST FUND	RECEIPT DECEMBER HEALTH INS	138,951.60-
EMPLOYEES INSURANCE TRUST FUND	RECEIPT DECEMBER LIFE INS	2,783.45-
	F U N D T O T A L	141,735.05-

Flexible Benefit Agency

MII LIFE INCORPORATED	2021 FLEX PLAN REIMB	1,956.15
	F U N D T O T A L	1,956.15

PEG Access

CHARTER COMMUNICATIONS	11/26-12/25/21 CABLE	8.89
CINCINNATI INSURANCE COMPANY	2021 COMMERCIAL PKG INSTALLMT	386.00
DAILY JOURNAL	NOVEMBER/KIDS SCOOP-FFSP FFSS	96.00
GENERAL FUND	2021 FISCAL HOST FEES	1,200.00
LIQUOR STORE	DECEMBER RENT	358.00
OTTER TAIL TELCOM	DECEMBER TELEPHONE EXPENSE	221.85
	F U N D T O T A L	2,270.74

Fergus Falls Convention and Visitor's Bureau, Inc.

BANKCARD CENTER	NOV DIGITAL MARKETING STRATEGY	149.00
BANKCARD CENTER	NOVEMBER FILE FOLDER LABELS	13.40
BANKCARD CENTER	NOVEMBER MAILING LABELS	61.15
BANKCARD CENTER	NOVEMBER MEETING-MEALS	32.25
BANKCARD CENTER	NOVEMBER ZOOM.US	16.16
BANKCARD CENTER	OCTOBER FACEBOOK ADS	50.00
BANKCARD CENTER	OCTOBER GEOCACHE NOTEBOOKS	29.62
BANKCARD CENTER	OCTOBER MEETING-LODGING	136.87
BCBS OF MINNESOTA	DECEMBER HEALTH INSURANCE	1,415.73
SPRINT	DECEMBER CELL PHONE EXPENSE	255.60

BE IT FURTHER RESOLVED, THAT THE CITY ADMINISTRATOR BE, AND HE HEREBY IS AUTHORIZED AND DIRECTED TO DRAW WARRANTS FOR THE ABOVE CLAIMS FROM THE RESPECTIVE FUNDS AS HEREIN INDICATED, AND THAT THE MAYOR AND CITY ADMINISTRATOR BE, AND THEY HEREBY ARE, AUTHORIZED TO EXECUTE AND DELIVER SUCH WARRANTS.

THE ABOVE AND FOREGOING RESOLUTION WAS OFFERED AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 20 DAY OF DECEMBER 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

12/20/2021

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

COMMISSIONER OF REVENUE	91,710.02
DEPT. OF MOTOR VEHICLE	1,706.34
MN DEPT OF NATURAL RESOURCES	866.58
OTTER TAIL COUNTY TREASURER	89,444.28
A-1 LOCK & KEY LLC	93.84
AT&T MOBILITY	368.42
ADMINISTRATOR'S CONTINGENCY FD	407.21
AGUILAR'S HOME SERVICES	765.00
THE AMERICAN BOTTLING COMPANY	381.37
ARAMARK UNIFORM SERVICES	3,000.38
AMERICAN WELDING & GAS, INC	14.00
SEAN ANDERSON	392.92
APEX ENGINEERING GROUP INC	2,361.20
ARENA WAREHOUSE LLC	2,573.00
ARTISAN BEER COMPANY	1,028.45
ATLAS OUTDOOR SERVICES LLC	1,000.00
AUTO VALUE - FERGUS FALLS	4,309.05
BAKER & TAYLOR INC	368.50
BUY-MOR PARTS & SERVICE LLC	924.00
BANKCARD CENTER	15,900.36
BANK OF THE WEST	80.00
BEVERAGE WHOLESALERS INC	19,198.34
BEYER BODY SHOP, INC.	700.00
BJORN'S HEATING & AIR COND INC	527.27
BCBS OF MINNESOTA	1,415.73
BOUND TREE MEDICAL LLC	276.82
BRAUN VENDING INC	16.00
BREAKTHRU BEVERAGE MINNESOTA	12,176.89
BROCK WHITE COMPANY LLC	616.25
BUILDERS FIRSTSOURCE INC	108.00
BURR INC.	3,372.50
C & L EXCAVATING INC	28,488.98
CARLOS CREEK WINERY	2,250.00
CARR'S TREE SERVICE, INC.	24,432.70
CAYAN	11,706.94
CENTURYLINK	508.00
CERTIFIED LABORATORIES	672.00
CHARTER COMMUNICATIONS	96.99
CINCINNATI INSURANCE COMPANY	386.00
VIKING COCA-COLA BOTTLING CO	670.70
CODE 4 SERVICES INC	12,068.91
COOPERS TECHNOLOGY GROUP	96.72
CRYSTEEL TRUCK EQUIPMENT INC	203.93
CUMMINS NPOWER LLC	1,270.13
D-S BEVERAGES, INC.	1,188.28
DSI AUTOMOTIVE PRODUCTS	649.02
DACOTAH PAPER CO	4,952.32

12/20/2021

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

DAILY JOURNAL	1,244.16
WASTE MANAGEMENT	6,122.63
DELZER CONSTRUCTION	12,000.00
ESRI INC	11,373.00
FARGO FREIGHTLINER	637.03
JOHN DEERE FINANCIAL	1,348.35
FASTENAL COMPANY	709.99
FERGUS BREWING COMPANY LLC	172.80
FERGUS HOME & HARDWARE	117.96
FERGUSON WATERWORKS #2516	502.38
GALLS LLC	460.38
NAPA AUTO PARTS - FERGUS FALLS	26.76
GOIN' POSTAL FERGUS FALLS	158.33
GOPHER STATE ONE CALL	244.35
GRAINGER INC	25.06
GRANICUS LLC	4,725.00
GRAYMONT (WI) LLC.	5,476.07
GREAT PLAINS NATURAL GAS CO	6,128.37
H BOYD NELSON INC	44,668.45
HAWKINS INC	4,934.25
HERZOG ROOFING	275.00
HIRERIGHT LLC	11.15
HOISINGTON KOEGLER GROUP INC	3,097.50
HOME DEPOT CREDIT SERVICES	802.66
HOOPLA	840.59
INLAND TRUCK PARTS COMPANY	169.52
INTERSTATE BATTERY SYSTEM	347.85
INTERSTATE ENGINEERING INC.	11,579.76
INTERSTATE POWER SYSTEMS INC	732.47
JEFFERSON FIRE & SAFETY INC	1,350.00
JOBSHQ	709.00
JOHNSON BROTHERS LIQUOR CO	11,889.97
JOHNSON CONTROLS INC	3,667.24
KODRU-MOONEY	2,856.84
LHR HOSPITALITY MANAGEMENT	5,559.62
LAKE REGION HEALTHCARE CORP	150.00
LAWSON PRODUCTS INC	56.28
MARK LEE ASPHALT & PAVING, INC	16,982.37
LEITCH EXCAVATING INC	2,710.65
MATTHEW LEMKE	120.40
LIBERTY TIRE SERVICES LLC	790.50
LOCATORS & SUPPLIES INC	497.86
VICTOR LUNDEEN COMPANY	117.16
MII LIFE INCORPORATED	2,178.90
MARCO-FARGO	1,095.46
MED COMPASS	3,259.00
MEDTOX LABORATORIES INC	94.23

12/20/2021

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

MIDWEST PRINTING COMPANY	55.00
MINNESOTA MOTOR COMPANY	20.00
MN STATE COMMUNITY & TECH COLL	400.00
MOORE ENGINEERING INC	8,854.48
NELSON AUTO CENTER	25,491.88
NORTH CENTRAL INTERNATIONAL	513.03
NORTHLAND TRUST SERVICES, INC.	42,075.00
NOVA FIRE PROTECTION, LLC	440.00
NYCKLEMOE & ELLIG, P.A.	9,687.50
OFFICE OF MNIT SERVICES	274.48
TRAVIS OLSON	52.08
ORIGIN WINE & SPIRITS	181.49
CRAIG OTTENBACHER	219.74
OTC HUMANE SOCIETY INC	1,744.00
OTTER TAIL POWER COMPANY	1,816.70
OTTER TAIL TELCOM	1,900.11
WILLIAM PETERSEN	950.00
PHILLIPS WINE AND SPIRITS CO	27,539.25
PITNEY BOWES CREDIT CORP	705.00
POLICE DEPT CONTINGENCY FUND	486.73
PREMIER CARBIDE SAW & TOOL	87.41
PRO-WEST & ASSOCIATES, INC	593.07
RMB ENVIRONMENTAL LABORATORIES	851.00
REVTRAK INC	7,701.33
RIDGEWATER COLLEGE	1,200.00
ROLLING FORKS VINEYARDS LLC	895.68
ROOF 1 - RBR INC	20,420.00
RURAL DEVELOPMENT	37,015.84
SHI INTERNATIONAL CORP	5,976.00
SANITATION PRODUCTS INC	290.32
BRENT SCHLESKE	12.92
SHERWIN WILLIAMS CO	837.91
SKY CREW SERVICES, LLC	5,500.00
SOUTHERN GLAZER'S OF MN	11,650.01
SPEE DEE DELIVERY SERVICE INC	87.41
SPRINT	255.60
STENERSON BROTHERS LUMBER CO	18.52
STRATA CORPORATION	83,220.00
STRATEGIC INSIGHTS INC	1,162.50
SUMMIT COMPANIES	314.59
TIERNEY BROTHERS	947.59
TOTAL REGISTER SYSTEMS	32.36
TRAFFIC CONTROL CORPORATION	50,445.20
UGSTAD PLUMBING, INC.	1,375.00
USA BLUEBOOK	446.63
US BANK EQUIPMENT FINANCE	540.30
VERIZON WIRELESS	1,078.92

12/20/2021

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

VIKING LIBRARY SYSTEM	84.50
VINCO INC	637.50
VINOCOPIA INC	6,090.88
WALLWORK TRUCK CENTER F.F.	963.56
WEST CENTRAL INITIATIVE	7,500.00
WIMACTEL INC	132.00
WINE MERCHANTS INC	867.30

TOTAL OTHER GOVERNMENT 183,727.22

TOTAL OTHER VENDORS 708,798.20

TOTAL ALL VENDORS 892,525.42