



City Council Agenda
January 18, 2022
5:30 pm in the City Council Chambers

Invocation – Pastor Jim Johnson, Calvary Free Church
Pledge of Allegiance

- A. Call to Order
- B. Roll Call
- C. Approval of the Agenda
- D. Public Hearings
- E. Awarding of Bids
- F. Petitions and Communications
 - 1. Resolution acknowledging the retirement and 20 years of service from Craig Hebert
- G. Consent Agenda
 - 1. Motion approving the minutes from the January 3, 2022 City Council meeting and the January 12, 2022 Committee of the Whole meeting
 - 2. Motion approving licenses
 - 3. Resolution initiating Public Improvement 9349, the airport apron crack fill/joint repair project and accepting SEH's professional services agreement for design in the amount of \$23,600
 - 4. Resolution accepting SEH's professional services agreement for design in the amount of \$47,100 for Public Improvement 9348, the airport fuel system replacement project
 - 5. Resolution initiating Public Improvement 9350, the airport automated weather observation system relocation and replacement improvement project and accepting SEH's professional services agreement for design and construction observation in the amount of \$25,800
 - 6. Resolution accepting an Airport Coronavirus Response Grant in the amount of \$13,000
 - 7. Resolution accepting project plans and specifications and authorizing the advertising of bids for Public Improvement 5958, the Campus View Estates
 - 8. Resolution approving an audit engagement letter with BerganKDV for the financial audits for 2021, 2022 and 2023
 - 9. Motion directing the City Attorney to draft changes to the animal ordinance
 - 10. Resolution approving the Memorandum of Agreement (MOA) between the State of Minnesota and Local Governments and authorizing participation in national opioid settlements
- H. Ordinance and Resolutions
 - 1. First reading of Ordinance 22, Eighth Series, Animals
 - 2. Second reading of Ordinance 23, Eighth Series, Establishing a 90 day study period and moratorium on the construction, enlargement or expansion of motels, hotels and apartment hotels

3. Resolution authorizing the procurement of a professional services agreement for the RTC Phase III work scope
 4. Resolution authorizing staff to issue an RFQ for strategic planning services and appoint the proposed selection committee
- I. Presentation of Claims \$3,084,152.60
 - J. Board, Committee and Department Reports
 1. Motion approving board and commission appointments
 - K. Reports from Staff and Administrative Officers
 - L. Old Business/Unfinished Business
 - M. New Business
 - N. Miscellaneous Announcements
 - February 2 7:00 am Committee of the Whole meeting
 - February 7 5:30 pm City Council meeting
 - O. Adjournment

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

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

RESOLUTION # -2022
RETIREMENT OF CRAIG HEBERT

WHEREAS, Craig Hebert has submitted his intent to retire as the full-time Fire Safety Training Officer effective January 18, 2022 and,

WHEREAS, Craig was hired as a Paid On Call Firefighter for the City of Fergus Falls on November 22, 1995 and,

WHEREAS, he was promoted to the Training Captain on January 11, 1999 and,

WHEREAS, Craig began employment at the City of Fergus Falls on December 19, 2001 as the first full-time Fire Safety Training Officer and has worked in that capacity for the past 20 years and,

WHEREAS, Craig's eye for detail and commitment to always learning and sharing has enhanced the Fergus Falls Fire Department's ability to prepare for and respond to the citizens and guests in and around our community,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Fergus Falls, Minnesota, to accept the resignation of Craig Hebert and thank him for 20 years of dedicated service to the City of Fergus Falls.

The above and foregoing resolution was offered at a regular meeting of the City Council held on January 18, 2022 by Council Member who moved its adoption, was seconded by Council Member and adopted by the following vote:

AYES:

NAYS:

Whereupon the above resolution was duly adopted.

ATTEST:

ADOPTED:

City Administrator

Mayor

City Council Meeting
January 3, 2022

The Fergus Falls City Council held a regular meeting on Monday January 3, 2020 at 5:30 pm in the City Council Chambers. Mayor Schierer gave the invocation and the Pledge was recited. Schierer called the meeting to order at 5:31 pm and the following council members were in attendance: Thompson, Arneson, Gustafson, Hicks, Fish, Hagberg, Kvamme and Rufer.

Approval of Agenda

A motion and second were made by Hagberg and Fish to approve tonight's agenda with the removal of items 4 and 8 from the consent agenda and the removal of the letter of intent for city owned property for a discussion to be held at a later date. The motion carried.

Consent Agenda

The following items were approved under **Resolution #1-2022** by Gustafson: Motion approving the minutes from the December 20, 2021 City Council meeting. Motion approving the following licenses: Tobacco Lincoln Vapors; Mechanical A & E Plumbing & Heating, Bjorn's Heating & A/C, Air Mechanical, Mission Mechanical, Ugstad Plumbing, E & H Enterprises of Alexandria dba Ellingson Plumbing, Heating, A/C & Electrical, St Cloud Refrigeration dba SCR, Mid States Infloor Heat, Green's Plumbing; Metal Recycler Northern Metal Recycling; Excavator Comstock Construction, Ripley's Inc.; Paving/Sidewalk Comstock Construction; Minnesota Lawful Gambling Permit Fergus Falls Sertoma Club for raffle on May 22, 2022 at West Otter Tail County Fairgrounds. **Resolution #2-2022** designating the Daily Journal as the 2022 legal publication. **Resolution #3-2022** delegating the City Administrator, Finance Director, Assistant Finance Director, Payroll Officer and Human Resources Director the authority to make 2022 electronic fund transfers on behalf of the City of Fergus Falls. **Resolution #4-2022** adopting the 2022 Elected Officials Out of State Travel Policy. **Resolution #5-2022** declaring SummerFest, Over the River Festival and Shop, Move and Groove as 2022 community festivals. **Resolution #6-2022** approving the 2022 Transportation Agreement with Productive Alternatives. **Resolution #7-2022** providing a letter of support to the Fergus Falls School District for an application to the 2022-2023 Safe Routes to School Boost Grant program. The resolution was seconded by Thompson and was adopted.

Depositories

Kvamme asked if the action to approve the 2022 depositories could be delayed so the city could add local regional banks to the list of depositories. Finance Director Bill Sonmor explained the council does need to take action per state statute and the city's audit requirements. In the past, the city went out locally for Requests for Proposals (RFP) on Certificates of Deposits. These savings vehicles are no longer getting a good rate of return and the city is investing money in the 4M Fund. US Bank is the custodian of these funds and they are managed through the League of Minnesota Cities. There are no bank fees associated with US Bank due to the connection with the League of Minnesota Cities. If the city were to leave the 4M account and US Bank, it would need to go through an extensive RFP process and change the structure of the city's finances, which could also result in the need for additional staff to reconcile the accounts. Kvamme asked the city revisit this at a later time and Sonmor said he does frequently meet with local banks to see what services they offer that may benefit the city. Fish offered **Resolution #8-2022** designating the 2022 depositories, which was seconded by Arneson and was adopted.

Workforce Housing Development Grant

Hicks asked for more clarification on this grant and if the city was required to provide matching funds. Community Development Director Klara Beck said this grant would be used to cover the cost of building the market rate residential rental properties for the Campus View Estates development project. The city's investment in the project is the infrastructure and this contribution will cover the matching funds. Hicks offered **Resolution #9-2022** authorizing the submission of an application from the city to the Workforce Housing Development Program, on behalf of the campus View Estate housing project and noting if the grant is awarded, the city is authorized to enter into a grant contract with Minnesota Housing in an amount not to exceed \$195,000. The resolution was seconded by Hagberg and was adopted.

Ordinance 23

Ordinance 23, Eighth Series is the establishment of a 90 day study period and moratorium on the construction, enlargement or expansion of motels, hotels and apartment hotels. Hicks felt establishing a moratorium gives the impression the city is saying no and they are not business friendly. He was opposed to the length of time it would take to complete this study period and ordinance timeframe. City Planner Karin Flom said the Motel 7 is on the market for sale and the city has been getting numerous calls about converting the motel into apartments or extended stay rooms and staff has no guidance on how to answer the questions which have not been spelled out in the City Code. The study period would be used by the Planning Commission to update the definitions in our code. City Attorney Rolf Nycklemoe agreed it is not clear if a hotel apartment would be allowed at this location because of the lack of reference in the code. The purpose of the study period is to empower the Planning Commission to make a recommendation on allowed uses in that zone and once the 90 days are up, the moratorium would end. The study period also lets potential buyers know the city is looking at the proposed uses in this zone so it would not be a shock if they tried to take out a building permit to convert the structure. Flom said this study would take place as efficiently as possible with the Planning Commission so they can make an informed recommendation to the council. Arneson felt the study period was warranted so the city can provide clear code language for the future business owners. Rufer agreed there have been many changes in the long and short term rental businesses and it was in the city's best interest to update the language. He supported the moratorium to make sure we are not slowing down development, but encouraging it in the right way. Kvamme felt it was better to tell prospective investors about the city's intentions to study the definitions and zoning so they would not be surprised. Hicks asked if the plans for the hotel at the historic mill site would be affected by the moratorium. Flom said that property owner is aware of they need to complete the rezoning process and that the timeline would not adversely affect their plans. Thompson clarified if the Motel 7 was purchased and used as a motel, that would be allowed and this was confirmed. Ordinance 23, Eighth Series was introduced by Rufer and was declared to have its first reading.

Decertify TIF District VIII-I, Somerset Apartments

Fish offered **Resolution #10-2022** decertifying TIF District VIII-1, Somerset Apartments, which was seconded by Arneson and was adopted.

AGRI Grant Program

A number of community groups have been working on various aspects of a project that would be eligible for an AGRI Urban Agricultural Grant Program. The grant would consist of a one mile walking route encompassing NP Park, the Public Library, and Lake Region Healthcare campus that

expresses the five topics of THRIVE (expressing gratitude, kindness, finding your flow, social connections and values). The grant could provide up to \$50,000 for supplies and education related to the THRIVE walking route by supplying raised and ADA compliant edible gardens. The gardens would be used as an opportunity to teach children about gardening and agriculture. The downtown planters sponsored by businesses could also be utilized in the project if the grant is successfully obtained. Arneson expressed his support for the project and offered **Resolution #11-2022** authorizing the submission of a project proposal from the City of Fergus Falls to the AGRI Urban Agriculture Grant Program, which was seconded by Thompson and was adopted with Gustafson abstaining.

Resolution of Accounts

Fish offered a resolution authorizing the payments and claims in the amount of \$828,143.06, which was seconded by Hagberg and was adopted.

Acting Mayor

A motion and second were made by Gustafson and Rufer appointing Arneson as the 2022 Acting Mayor and the motion carried.

Council Appointments

A motion and second were made by Hicks and Thompson approving the following council appointments for 2022 and the motion carried.

Board of Equalization: Fish, Rufer, Arneson, Hicks

Business Development for Fergus Falls: Hicks

Fire Department Relief Association: Fire Chief, City Administrator, Fish

Fire Department Trust Fund: Fire Chief, Kvamme

Golf Board: Fish

Hockey Association: Gustafson

Investment Committee: City Administrator, Finance Director, Assistant Finance Director, Certified Financial Planner, Kvamme

Legislative Committee: Mayor, City Administrator, Arneson, Rufer

PEG Access Board: Hagberg

Personnel Committee: Hagberg, Gustafson

Senior Citizens: Thompson

Tax Levy Committee: Mayor, City Administrator, Fish

Visit Fergus Falls: Fish

West Central Initiative Economic Development District: Rufer

The meeting adjourned at 6:04 pm.

Lynne Olson

Committee of the Whole Meeting
January 12, 2022

The Fergus Falls City Council met as a Committee of the Whole on January 12, 2022 at 7:00 am in the City Council Chambers. Mayor Schierer called the meeting to order and the following council members were in attendance: Thompson, Arneson, Gustafson, Fish, Hagberg and Kvamme. Hicks and Rufer were absent.

PI 9349, Airport Crack Sealing

PI 9349 consists of crack sealing of Runway 13/31, the parallel taxiway, patching distressed pavement areas and repairing the concrete apron pavement located near the A/D building. The city would like to contract with SEH for professional services for the design work in the amount of \$23,600. The total project cost is estimated at \$250,000 and the project cost share is 90% federal funds, 5% state and 5% local funds. Once all costs have been determined and a final budget is in place, the council will be asked to award the contract. Bids would likely be opened in March. A motion and second were made by Fish and Arneson recommending the council initiate Public Improvement 9349 and accept SEH's professional services agreement for design in the amount of \$23,600 and the motion carried.

PI 9348, Airport Fuel System Replacement

PI 9348 is the airport fuel system replacement project. The state has committed \$600,000 towards this project to remove the existing underground tanks and replace them with an above ground 10,000 gallon 100 LL tank and 12,500 gallon Jet A tank. The tentative bid opening would be May of 2022 and once all costs have been determined, the council will be asked to award the contract. A motion and second were made by Hagberg and Gustafson to recommend the council accept SEH's professional services agreement for design in the amount of \$47,100 and the motion carried.

PI 9350, Airport Automated Weather Observation System

PI 9350 is the Automated Weather Observation System at the airport. The current equipment is aged and needs to be replaced. The new system will consist of the construction of a gravel access road, equipment foundation and electrical power. The project is eligible for 70% funding from the state airport fund and the equipment would be installed by MnDOT personnel. The city's share is estimated at \$110,000. A motion and second were made by Arneson and Kvamme to recommend the council initiate Public Improvement 9350 and accept SEH's professional services agreement for design and construction observation in the amount of \$25,800 and the motion carried.

Airport Coronavirus Response Grant Program

MnDOT Aeronautics informed the city they have received an Airport Coronavirus Response Grant Program allocation through the Coronavirus Response and Relief Supplement Act. The funds can be used for costs related to operations, personnel, cleaning, sanitization, janitorial services and combating the spread of pathogens at the airport. Reimbursement of eligible costs would follow the MnDOT/FAA reimbursement process and be funded at 100%. The grant period would end July 31, 2025. The City Engineer reviewed the other FAA supplemental COVID funding programs for the airport to date. A motion and second were made by Thompson and Fish to recommend the council accept the Airport Coronavirus Response Grant Program agreement offer in the amount of \$13,000 and the motion carried. Mayor Schierer asked the new Airport Managers to appear before the council and provide an update on the airport operations in the near future.

PI 5958, Campus View Estates Development

Project plans and specifications are substantially complete for PI 5958, the Campus View Estates Development. The estimated project cost is \$1,240,000 and state law requires the city publicly advertise for bids for a minimum of 21 days. A bid opening would be anticipated in early February and the assessments would be finalized after the bid is accepted. This infrastructure project is proposed to be funded with General Obligation Tax Bonds by levying special assessments to the benefitting properties. The collection of Tax Increment will replace the special assessments to finance the bonds. A motion and second were made by Arneson and Hagberg to recommend the council accept the project plans and specifications and to authorize the advertising of bids and the motion carried. Kvamme asked if the project plans call for public sidewalks on both sides of the development as well as along Park Street up to the Veterans Home. Yavarow said the plans do call for sidewalk installation.

RTC Phase III Work Scope

The city was awarded \$3,500,000 for Phase 2 of the RTC campus demolition project. Expenditures to date are \$2,447,035.65 leaving an unexpended \$1,714,895.75 in state grant funds. Revised cost estimates have been made for the various preservation work items on the Kirkbride Tower, East Detached, West Detached and various other campus locations. The estimates have been divided into a base bid and alternates. The base bid would address the following items:

Building 1 (Administration): Window replacement, mold remediation, reattaching the tower globe/electrical grounding, adding building ventilation, removing the main stairway closures and sealing the door access from Building 1 to the remaining buildings.

Building 23 (East Detached): Replace damaged roof shingles and underlayment.

Building 27 (West Detached): Replace damaged roof shingles and underlayment, replace EPDM roofing.

Buildings 22, 23, 24, 26, 27, 28 and 29: Repair rain gutters and downspouts, excavate and repair ground floor windows, cover windows with ground contact rated plywood, restore grade and sod.

The estimated cost for the base bid (including construction administration and contingency costs) is \$1,399,636.45.

Alternates would include:

Building 23 (East Detached): Replace all roof shingles and underlayment.

Building 27 (West Detached): Replace all roof shingles and underlayment, repair/replace damaged face brick and stone.

Buildings 1, 22, 23, 24, 26, 27, 28 and 29: Interior security system with motion detectors at 28 exterior doors, exterior cameras mounted on street light poles and on the north side of Building 1.

The cost of the alternates is estimated at \$1,455,100.45 and the city does not have sufficient funds for all of the projects in the base bid and alternates. A motion and second were made by Hagberg and Kvamme recommending the council provide authorization to secure a Phase 3 professional services agreement with Stantec for this project and the motion carried.

Kvamme read from a letter the city received from the Heritage Preservation Commission last year that referenced the viability of reusing the RTC as recommended in the master plan. He agreed there are not sufficient funds to complete all of the projects and he was in favor of proceeding with the base contract work along with the addition of the security system options in the alternates. He also advocated if any additional funds were remaining, the roof issues on Building 29, the Memorial Building and further clean up should be included in the work scope. Thompson stated his preference

for the city to only focus funding on the main tower and keeping water and vandals out of the buildings. He felt it would be counterproductive to spend state funds on repairing roofs on buildings the city may later need to ask the state to pay to be demolished. Mayor Schierer agreed the work scope in the base bid plus security would be moving the city in the right direction.

Overview of 2022 Summer Projects

Yavarow said he was not prepared to provide this information at this time and would present a list of projects and timeframes at a future meeting.

Audit Engagement Letter

The city is required to have an annual financial audit and has received an audit engagement letter from BerganKDV for the 2021, 2022 and 2023 audits. BerganKDV specializes in local government audits and has conducted the recent city audits. The annual fee the city will pay each of the three upcoming years is \$36,225 for the annual city financial audit, \$3,850 for component funds and \$3,000-\$5,000 for each single audit. A motion and second were made by Gustafson and Hagberg to recommend the council approve the audit engagement letter with BerganKDV for the financial audits of 2021, 2022 and 2023 and the motion carried.

Ordinance 22, Animals

Ordinance 22, Eighth Series, is an update of the city's animal ordinance. Staff have cleaned up outdated language and ensured the code is consistent with the processes the city uses. There is a recommendation to only allow up to four cats or dogs for each residence. This can be a combination of dogs and cats, but no more than 4 of the same species would be allowed. The proposed code changes would also address dog bites and the process to deem a dog dangerous if it bites other dogs or humans. Kvamme suggested the summary titles more clearly reflect the chapters and to call out attention that the ordinance also addresses chickens. A motion and second were made by Kvamme and Thompson recommending the City Attorney draft the ordinance amendments and that the first reading of the ordinance take place on January 18 and the motion carried.

Bicycle/Pedestrian Master Plan

Antonio Rosell of Community Design Group presented an update on the Bicycle and Pedestrian Master Plan. The master plan work has been done in conjunction with West Central Initiative, Partnership for Health and the City of Fergus Falls. Rosell reviewed the project goals, current conditions for bicyclists and pedestrians and makes implementation recommendations. The plan is on the city's website and the public was encouraged to provide their comments until the public comment period concludes on January 27.

The meeting adjourned at 7:52 am

Lynne Olson

FOR COUNCIL MEETING— JANUARY 18, 2022

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

Mechanical

CR Plumbing

Excavator

Ben Wolden Landscaping

Sign Hanger

Sign Guys

Indigo Signworks



Council Action Recommendation

Page 1 of 1

Meeting Date:

January 12, 2022 – Committee of the Whole
January 18, 2021 – City Council

Subject:

PI No. 9349 – Airport Runway, Taxiway, & Apron Crack Fill / Joint Repairs

Recommendation:

- Initiate Public Improvement No. 9349 - Airport Runway, Taxiway, & Apron Crack Fill / Joint Repairs
- Accept SEH's professional services agreement for design in the amount of \$23,600.00

Background/Key Points:

This project consists of crack sealing Runway 13/31 and its parallel taxiway, as well as patching isolated distressed pavement areas. The current pavement is in satisfactory condition according to the 2018 PCI report conducted by MnDOT Aeronautics however it is declining at a rate in which pavement maintenance is required to extend the useful life.

This project also consists of repairing and re-sealing the concrete apron pavement located airside of the A/D Building. It is approximately 250'x 780' in size. This pavement is in fair to satisfactory condition but in need of repairs. Several cracked panels will be removed/replaced, and all joints will be re- sealed.

If acceptable, the tentative bid opening should be held in March, 2022. Once all costs are known the final budget and proposed funding sources will be presented to this Council for contract award contingent on receiving the State/Federal grant agreement. The final State/Federal grant application submission is April 11, 2022.

Budgetary Impact:

SEH's fee are eligible reimbursable expenses thru the Airport Grant program. The total project cost share is anticipated at Federal 90%, MnDOT 5%, Local 5%

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. - City Engineer

Attachments:



Council Action Recommendation

Page 1 of 1

Meeting Date:

January 12, 2022 – Committee of the Whole
January 18, 2021 – City Council

Subject:

PI No. 9348 – Airport Fuel System Replacement (Jet A & 100LL)

Recommendation:

- Accept SEH's professional services agreement for design in the amount of \$47,100.00

Background/Key Points:

In September, 2021 this Council initiated Public Improvement No. 9348 and authorized staff to submit a grant response to MnDOT. If you recall, the State is willing to encumber \$600,000 towards the City's fuel system replacement.

SEH and staff have developed the work scope that generally consists of removing the existing tanks and replacing them with a new 10,000-gallon 100 LL tank a new 12,500-gallon Jet A tank. The new tanks will be installed above ground versus the current below grade configuration. The new system(s) will utilize various existing components while replacing all other components. The proposed improvements will meet FAA and MnDOT requirements and guidelines for airport projects.

The tentative bid opening schedule will be in May, 2022. Once all costs are known the final budget will be presented to this Council for contract award contingent on receiving a State/Federal grant agreement. The final grant application deadline of June 30, 2022.

Budgetary Impact:

SEH's fees are eligible reimbursable expenses thru the Airport Grant program.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. - City Engineer

Attachments:



Council Action Recommendation

Page 1 of 2

Meeting Date:

January 12, 2022 – Committee of the Whole
January 18, 2021 – City Council

Subject:

PI No. 9350 – 2022 Airport Automated Weather Observation System (AWOS) Relocation & Replacement Improvement Project

Recommendation:

- Initiate Public Improvement No. 9350 - Airport (AWOS) Relocation & Replacement Improvement Project
- Accept SEH's professional services agreement for design and construction observation in the amount of \$25,800.00

Background/Key Points:

The Automated Weather Observation System (AWOS) at the Fergus Falls Municipal Airport needs to be replaced because it is aged equipment. The new AWOS system will be relocated near the runways per the airport layout plan (ALP). The relocation will make additional space near the apron and hangar area.

This project consists of the construction of a gravel access road, AWOS equipment foundations, and electrical power. MnDOT Aeronautics has indicated the project is eligible for 70% funding from the State Airports Fund. The AWOS equipment itself will be purchased and installed by MnDOT personal.

Budgetary Impact:

SEH's fee are eligible reimbursable expenses thru the Airport Grant program. The anticipated funding share for the design of underground utilities and construction is 70% MnDOT, 30% Local

Originating Department:

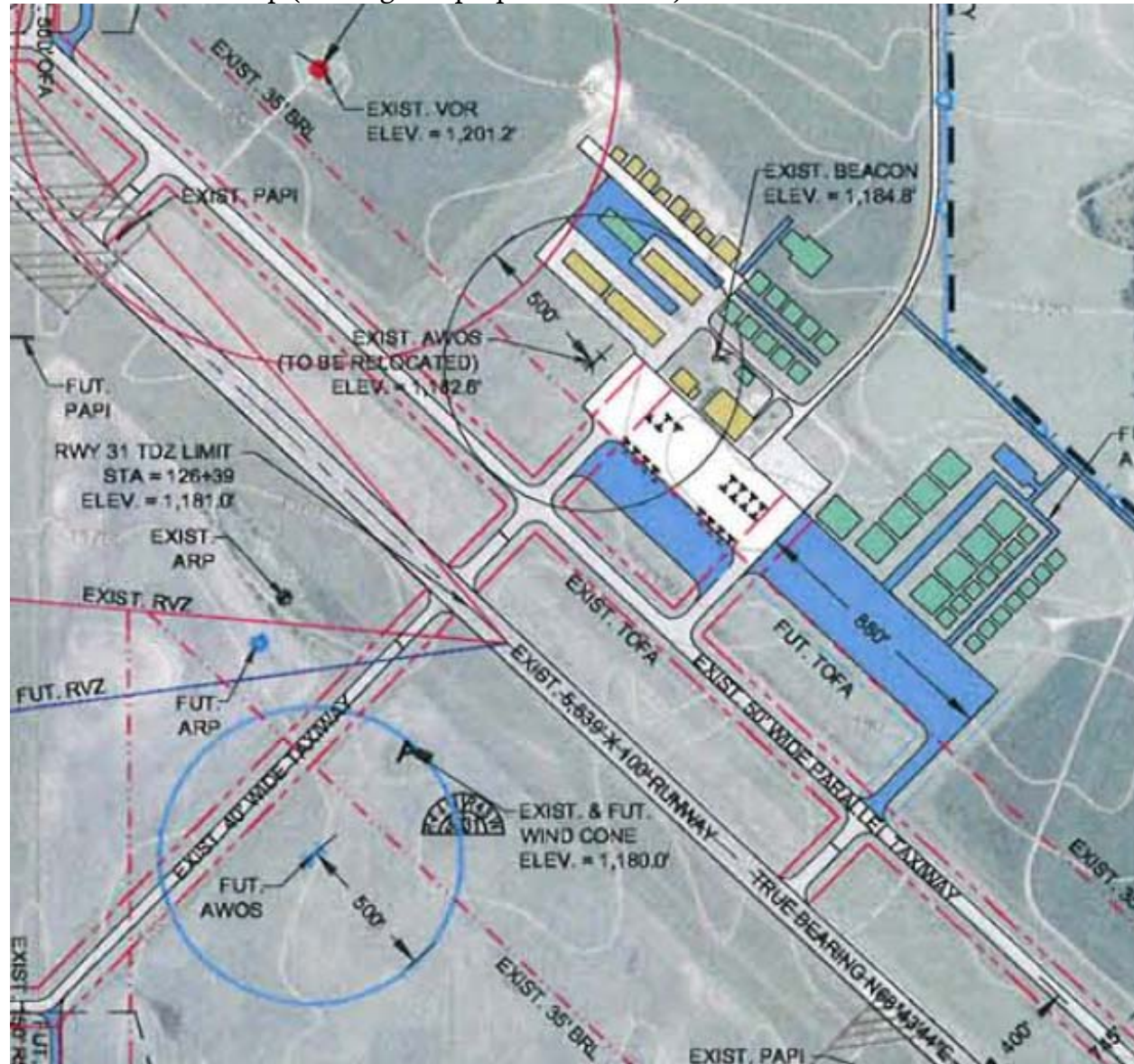
Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. - City Engineer

Attachments:

AWOS Location Map (existing and proposed location)





Council Action Recommendation

Page 1 of 2

Meeting Date:

January 12, 2022 – Committee of the Whole
January 18, 2021 – City Council

Subject:

FAA Airport Coronavirus Response Grant Program (ACRGP)

Recommendation:

- 1) Accept the Airport Coronavirus Response Grant Program (ACRGP) agreement offer in the amount of \$13,000.00

Background/Key Points:

The City of Fergus Falls has been informed by MnDot Aeronautics that the City has received an Airport Coronavirus Response Grant Program (ACRGP) in Airport funding thru Coronavirus Response and Relief Supplemental Act (CRRSA).

The City could use the funds for “costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments”. Any airport development directly related to the combating the spread of pathogens is also an eligible funding expenditure. Eligible costs must not have been covered and/or reimbursed using other state or federal funding sources.

Reimbursement of eligible costs would follow the standard MnDot/FAA Grant process. Per the attached agreement offer, the grant period would end July 31, 2025. This is a 100% Federally Funded Grant and would be subject to the specific audit required for the expenditure of said funds. This is a stand- alone grant and would not have any impact on other grants that have been or may be received in the future.

Informational Note:

FAA supplemental COVID funding programs thus far:

- 1) CARES (Coronavirus Aid, Relief, and Economic Security) Act
 - o One-time allotment of additional funds to FFM M&O \$30,000.00
 - o Additional FAA funding AIP share for 2020 FFM Runway 13-31 Lighting Replacement project, City P.I. No. 9347
 - o **Status:** Council Accepted Agreement on June 1, 2020
- 2) Airport Rescue Grant Program (ARGP)
 - o Potential \$32,000.00 in Airport funding for the mitigation of pathogen spread
 - o **Status:** Council authorized staff to submit FAA application on October 4, 2021
- 3) Airport Coronavirus Response Grant Program (ACRGP)
 - o Noted above
 - o **Status:** Current action request

Budgetary Impact:

There is no additional cost associated with this request other than general staff time.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. – City Engineer

Attachments:

ACRGP Agreement - MnDOT No. 1046684
Resolution MnDOT Agreement No. 1046684



STATE OF MINNESOTA
AGENCY AGREEMENT for
FEDERAL AIRPORT EXPENSES REIMBURSEMENT

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

RECITALS

1. Local Government has received an Airport Coronavirus Response Grant Program (“ACRGP”) Grant under the Coronavirus Response and Relief Supplemental Appropriations Act (“CRRSA Act”) (Public Law 116-260) directly from the Federal Aviation Administration (“FAA”) to reimburse eligible airport expenses at Local Government’s airport.
2. This agreement is not a subgrant of the ACRGP Grant funds. The FAA will be conducting oversight and monitoring the ACRGP Grant funding (see CRRSA FAQs for more information, at: <https://www.faa.gov/airports/crrsaa/media/ACRGP-FAQs-20210212.pdf>).
3. Pursuant to Minnesota Statutes Sections 360.016 and 360.039, subd. 2, the Local Government desires MnDOT to act as the Local Government’s agent in accepting the federal funds on the Local Government’s behalf and disbursing the federal funds to the Local Government for expenses at the airport.

AGREEMENT TERMS

1. Term of Agreement

- 1.1. Effective Date: This agreement will be effective on the date the MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2.
- 1.2. Expiration Date: This agreement will expire on July 31, 2025.

2. Local Government’s Duties

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

3. MnDOT’s Duties

- 3.1. MnDOT accepts designation as agent of the Local Government for the receipt of the federal funds and disbursement of the federal funds to the Local Government and will act in accordance herewith.
- 3.2. MnDOT will make the necessary requests to the FAA for authorization to disburse federal funds for airport expenses and for reimbursement of eligible costs under the CRRSA Act.
- 3.3. MnDOT may withhold federal funds where the FAA determines that airport expenditures were not made in compliance with federal requirements.

- 3.4. MnDOT, the FAA, or duly authorized representatives of the state and federal government will have the right to audit the work performed under this agreement. The Local Government will make available all books, records, and documents pertaining to the work hereunder, for a minimum of six years following the closing of the contract.

4. **Payment**

- 4.1. **Eligibility.** Eligible expenses under the act include costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Eligible expenses will be determined by the Federal Aviation Administration. Eligible expenses will be determined in accordance with FAA's Policy and Procedures Concerning the Use of Airport Revenues, 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330), which is incorporated into this agreement by reference, and the CRRSA Act.
- 4.2. **Reimbursement.** Local Government has been awarded \$13,000 in Federal CRRSA Act funding to reimburse federally-eligible expenses at airport(s) it operates. Local Government will be reimbursed for 100% of federally-eligible expenses not reimbursed by any other source. The Local Government will pay any part of the cost or expense that is not paid by federal, state, or other funds. MnDOT will receive the federal funds to be paid by the FAA for eligible expenses and will reimburse the Local Government from said federal funds for each payment request, subject to the limits of those funds.
- 4.3. **Payment Requests.** The Local Government will prepare payment requests in accordance with the terms of the federal award.
 - 4.3.1. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may work directly with FAA to receive the federal funds under the CRRSA Act grant pursuant to any terms and conditions imposed by FAA.
- 4.4. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for the Local Government's failure to comply with federal requirements. The Local Government agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.
- 4.5. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement and submit all financial, performance, and other reports as required by the terms of the Federal award. The FAA will determine whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed.

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

6. **Authorized Representatives**

- 6.1. MnDOT's Authorized Representative is:
Name: Crystal Nickles, or her successor or designee.
Title: Grants Specialist
Email: crystal.nickles@state.mn.us

6.2. The Local Government's Authorized Representative is:

Name: Brian Yavarow

Title: City Engineer

Email: brian.yavarow@ci.fergus-falls.mn.us

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

7. Assignment Amendments, Waiver, and Agreement Complete

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

8. Liability and Claims

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

9. Audits

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

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

10. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this agreement.
11. **Workers Compensation.** The Local Government certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.
12. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
13. **Termination for Cause.** MnDOT may terminate this agreement if Local Government fails to observe or perform any of the terms, conditions, or covenants required to be observed or performed by it pursuant to this agreement and such failure continues for a period of 30 calendar days after MnDOT has given written notice to Local Government of such default or, in the event that such default shall be incapable of cure with reasonable diligence during said 30 day period, shall have failed to commence to cure said default within 30 days of the date of said notice and to diligently pursue the same to completion.
14. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Local Government consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
15. **Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a federal or state contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this agreement.
16. **Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59, if applicable, which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this

Agreement.

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

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

LOCAL GOVERNMENT

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

STATE ENCUMBRANCE VERIFICATION

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

By: _____

Date: _____

SWIFT Contract # _____

SWIFT Purchase Order # _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

RESOLUTION

**AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR FEDERAL AIRPORT
EXPENSES REIMBURSEMENT**

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

1. That the state of Minnesota Agreement No. 1046684,
"Grant Agreement for Federal Airport Expenses Reimbursement," for
State Project No. A5601-C2 at the Fergus Falls Municipal-Einar Mickelson Field
is accepted.

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

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF _____

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

(Name of the Recipient)

at an authorized meeting held on the _____ day of _____, 20____

as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____



Council Action Recommendation

Page 1 of 1

Meeting Date:

January 12, 2022 – Committee of the Whole
January 18, 2021 – City Council

Subject:

P.I. No. 5958 - Campus View Estates Development

Recommendation:

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

Background/Key Points:

The project plans and specifications are substantially complete for the above referenced project. The Estimated Probable Construction Cost is \$1,240,000.00. The City must publicly advertise for bids pursuant to the “Competitive Bidding Requirements” monetary thresholds for a minimum 21-day publication.

Although the official bid opening date has not been set, I anticipate a bid opening in early February. If favorable bids are received, the lowest responsible bidder’s costs will be utilized to revise the final assessment roles. I will then request this Council to set the final cost hearing date.

Budgetary Impact:

This infrastructure project is proposed to be funded with General Obligation Tax Bonds 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

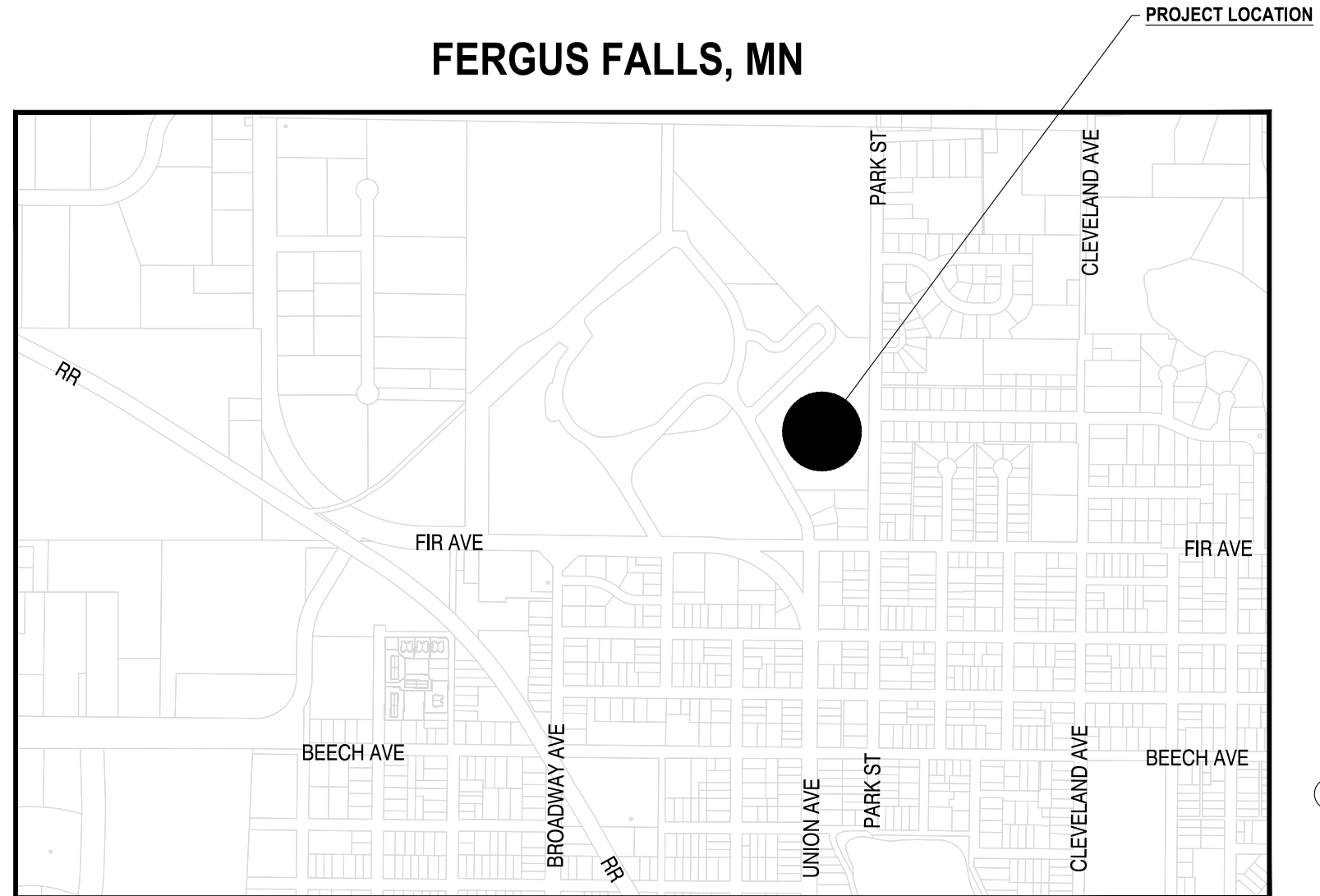
Attachments:

Project Title Sheet

CONSTRUCTION PLANS FOR CAMPUS VIEW ESTATES ADDITION

PREPARED FOR
PRAIRIE VIEW DEVELOPMENT

FERGUS FALLS, MN



LOCATION MAP

NOT TO SCALE

CITY OFFICIALS

- MAYOR.....BEN SCHIERER
- PWD.....LEN TAYLOR
- CLERK/TREASURER.....ANDREW BREMSETH
- COUNCIL PERSON.....JIM FISH
- COUNCIL PERSON.....KRISTA HAGBERG
- COUNCIL PERSON.....TOM RUFER
- COUNCIL PERSON.....SCOTT KVAMME
- COUNCIL PERSON.....BRENT THOMPSON
- COUNCIL PERSON.....JUSTIN ARNESON
- COUNCIL PERSON.....ANTHONY HICKS
- COUNCIL PERSON.....KAROLINE GUSTAFSON



INDEX OF DRAWINGS	
SHEET NUMBER	SHEET TITLE
G1.1	TITLE SHEET
G1.2	LEGEND
G1.3	ESTIMATED QUANTITIES AND TYPICAL SECTION
G1.4	GENERAL NOTES & STANDARD PLATES
C2.1 - G2.7	GENERAL DETAILS
C2.8 - C2.15	EROSION DETAILS
C2.16 - C2.25	PEDESTRIAN RAMP & DRIVEWAY DETAILS
C3.1 - C3.3	EROSION CONTROL PLAN
C4.1 - C4.2	REMOVAL PLAN
C5.1 - C5.3	UTILITY PLAN & PROFILE
C6.1 - C6.4	STORM SEWER & STREET PLAN & PROFILE
	CROSS SECTIONS

QUALITY REVIEW : _____, 2022

BY: MATT MONKE
INTERSTATE ENGINEERING, INC.
PROJECT ENGINEER

APPROVED : _____, 2022

BY: ALEX SCHWARZHOFF
INTERSTATE ENGINEERING, INC.
PROJECT ENGINEER

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

Name _____ Lic. No. _____

Signature _____

Date _____

REVISION NO.	DATE	BY	DESCRIPTION

INTERSTATE ENGINEERING
Professionals you need, people you trust.

Interstate Engineering, Inc.
P.O. Box 316
116 East Washington Avenue
Fergus Falls, MN 56538-0316
Ph (218) 739-5545
Fax (218) 739-4814
www.interstateeng.com
Other offices in Montana, North Dakota and South Dakota

G1.1



Council Action Recommendation

Page 1 of 1

Meeting Date: January 12, 2022

Subject: 2021, 2022, & 2023 Audit Engagement Letter

Recommendation: Approve the audit engagement letter with BerganKDV for the financial audits for 2021, 2022, & 2023.

Background/Key Points: The City is required to have an annual financial audit. The City received an engagement letter from BerganKDV for the 2021, 2022, & 2023 year-end audits. BerganKDV specializes in audits of local governments. The City of Fergus Falls prepares an Annual Comprehensive Financial Report, therefore it is important to contract with a firm specializing in governmental audits.

BerganKDV maintained the annual fee of \$34,500 for the audits of the 2018, 2019, & 2020 year-end audits (plus \$3,750 for component units and \$3,350 for a federal single audit, when required).

Budgetary Impact:

The proposed annual audit fees will increase 5% and remain for the 3-year period as follows:

- City Financial Audit \$36,225
- Audit of Component Units \$3,850
- Federal Single Audit \$3,000 – \$5,000 for each single audit (required if City receives more than \$750,000 of federal funds)

Originating Department: Finance

Respectfully Submitted: Bill Sonmor, Finance Director

Attachments:

None



Council Action Recommendation

Page 1 of 1

Meeting Date:

1/18/22 City Council

Subject:

National Opioids Settlement- City Resolution agreeing to Memorandum of Agreement

Recommendation:

Resolution approving the Memorandum of Agreement (MOA) between the State of Minnesota and Local Governments and authorizing participation in national opioid settlements

Background/Key Points:

The State of MN is encouraging Counties and larger Cities to sign on to the National Opioids Settlement. The more subdivisions that sign on, the larger sum of settlement funds that come to MN to address the public health crisis related to opioids. To sign on to the settlement, the Governing Board for each County or City will need to pass a resolution agreeing to the Memorandum of Agreement (attached). It is contemplated within this agreement that cities will work with their County on how to spend the funds received to address the opioid issue. Otter Tail County has signed on. The City, at the time, will have the ability to direct our funds to the County or to work with the County to identify ways we can spend these monies within Fergus Falls.

The League of MN Cities, Coalition of MN Cities and the Attorney General's office are all providing ongoing guidance and are encouraging cities to sign on now, so we meet the deadlines associated with these actions.

There is no cost to the City to sign on and we will know more as things proceed.

Please note: The City Fergus Falls was left out of the MOA in error, but we are part of this and have met every applicable deadline thus far.

Budgetary Impact:

No cost to the City... the City will receive funds as part of the settlement.

Originating Department:

Administration

Respectfully Submitted:

Andrew Bremseth, City Administrator

Attachments:

Sample Resolution

MOA

MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF AGREEMENT

WHEREAS, the State of Minnesota, Minnesota counties and cities, and their people have been harmed by misconduct committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic;

WHEREAS, certain Minnesota counties and cities, through their counsel, and the State, through its Attorney General, are separately engaged in ongoing investigations, litigation, and settlement discussions seeking to hold opioid manufacturers and distributors accountable for the damage caused by their misconduct;

WHEREAS, the State and Local Governments share a common desire to abate and alleviate the impacts of the misconduct described above throughout Minnesota;

WHEREAS, while the State and Local Governments recognize the sums which may be available from the aforementioned litigation will likely be insufficient to fully abate the public health crisis caused by the opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort;

WHEREAS, the investigations and litigation with Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson have resulted in National Settlement Agreements with those companies, which the State has already committed to join;

WHEREAS, Minnesota's share of settlement funds from the National Settlement Agreements will be maximized only if all Minnesota counties, and cities of a certain size, participate in the settlements;

WHEREAS, the National Settlement Agreements will set a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of settlement amounts;

WHEREAS, this Memorandum of Agreement is intended to facilitate compliance by the State and by the Local Governments with the terms of the National Settlement Agreements and is intended to serve as a State-Subdivision Agreement under the National Settlement Agreements;

WHEREAS, this Memorandum of Agreement is also intended to serve as a State-Subdivision Agreement under resolutions of claims concerning alleged misconduct in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and Minnesota counties and cities and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement; and

WHEREAS, specifically, this Memorandum of Agreement is intended to serve under the Bankruptcy Resolutions concerning Purdue Pharma and Mallinckrodt as a qualifying Statewide Abatement Agreement.

I. Definitions

As used in this MOA (including the preamble above):

“Approved Uses” shall mean forward-looking strategies, programming, and services to abate the opioid epidemic that fall within the list of uses on **Exhibit A**. Consistent with the terms of the National Settlement Agreements and Bankruptcy Resolutions, “Approved Uses” shall include the reasonable administrative expenses associated with overseeing and administering Opioid Settlement Funds. Reimbursement by the State or Local Governments for past expenses are not Approved Uses.

“Backstop Fund” is defined in Section VI.B below.

“Bankruptcy Defendants” mean Purdue Pharma L.P. and Mallinckrodt plc.

“Bankruptcy Resolution(s)” means resolutions of claims concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic by the Bankruptcy Defendants entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and Minnesota counties and municipalities and allow for the allocation between the state and its political subdivisions to be set through a state-specific agreement.

“Counsel” is defined in Section VI.B below.

“County Area” shall mean a county in the State of Minnesota plus the Local Governments, or portion of any Local Government, within that county.

“Governing Body” means (1) for a county, the county commissioners of the county, and (2) for a municipality, the elected city council or the equivalent legislative body for the municipality.

“Legislative Modification” is defined in Section II.C below.

“Litigating Local Governments” mean a Local Government that filed an opioid lawsuit(s) on or before December 3, 2021, as defined in Section VI.B below.

“Local Abatement Funds” are defined in Section II.B below.

“Local Government” means all counties and cities within the geographic boundaries of the state of Minnesota.

“MDL Matter” means the matter captioned *In re National Prescription Opiate Litigation*, MDL 2804, pending in the United States District Court for the Northern District of Ohio.

“Memorandum of Agreement” or “MOA” mean this agreement, the Minnesota Opioids State-Subdivision Memorandum of Agreement.

“National Settlement Agreements” means the national opioid settlement agreements with the Parties and one or all of the Settling Defendants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

“Opioid Settlement Funds” shall mean all funds allocated by the National Settlement Agreements and any Bankruptcy Resolutions to the State and Local Governments for purposes of opioid remediation activities or restitution, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies.

“Opioid Supply Chain Participants” means entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic, including their officers, directors, employees, or agents, acting in their capacity as such.

“Parties” means the State and the Participating Local Governments.

“Participating Local Government” means a county or city within the geographic boundaries of the State of Minnesota that has signed this Memorandum of Agreement and has executed a release of claims with the Settling Defendants by signing on to the National Settlement Agreements. For the avoidance of doubt, a Local Government must sign this MOA to become a “Participating Local Government.”

“Region” is defined in Section II.H below.

“Settling Defendants” means Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson, as well as their subsidiaries, affiliates, officers, and directors named in a National Settlement Agreement.

“State” means the State of Minnesota by and through its Attorney General, Keith Ellison.

“State Abatement Fund” is defined in Section II.B below.

II. Allocation of Settlement Proceeds

- A. Method of distribution. Pursuant to the National Settlement Agreements and any Bankruptcy Resolutions, Opioid Settlement Funds shall be distributed directly to the State and directly to Participating Local Governments in such proportions and for such uses as set forth in this MOA, provided Opioid Settlement Funds shall not be considered funds of the State or any Participating Local Government unless and until such time as each annual distribution is made.
- B. Overall allocation of funds. Opioid Settlement Funds will be initially allocated as follows: (i) 25% directly to the State (“State Abatement Fund”), and (ii) 75% directly to abatement funds established by Participating Local Governments (“Local Abatement Funds”). This initial allocation is subject to modification by Sections II.F, II.G, and II.H, below.

C. Statutory change.

1. The Parties agree to work together in good faith to propose and lobby for legislation in the 2022 Minnesota legislative session to modify the distribution of the State's Opiate Epidemic Response Fund under Minnesota Statutes section 256.043, subd. 3(d), so that "50 percent of the remaining amount" is no longer appropriated to county social services, as related to Opioid Settlement Funds that are ultimately placed into the Minnesota Opiate Epidemic Response Fund ("Legislative Modification").¹ Such efforts include, but are not limited to, providing testimony and letters in support of the Legislative Modification.
2. It is the intent of the Parties that the Legislative Modification would affect only the county share under section 256.043, subd. 3(d), and would not impact the provision of funds to tribal social service agencies. Further, it is the intent of the Parties that the Legislative Modification would relate only to disposition of Opioid Settlement Funds and is not predicated on a change to the distribution of the Board of Pharmacy fee revenue that is deposited into the Opiate Epidemic Response Fund.

D. Bill Drafting Workgroup. The Parties will work together to convene a Bill Drafting Workgroup to recommend draft legislation to achieve this Legislative Modification. The Workgroup will meet as often as practicable in December 2021 and January 2022 until recommended language is completed. Invitations to participate in the group shall be extended to the League of Minnesota Cities, the Association of Minnesota Counties, the Coalition of Greater Minnesota Cities, state agencies, the Governor's Office, the Attorney General's Office, the Opioid Epidemic Response Advisory Council, the Revisor's Office, and Minnesota tribal representatives. The Workgroup will host meetings with Members of the Minnesota House of Representatives and Minnesota Senate who have been involved in this matter to assist in crafting a bill draft.

E. No payments until August 1, 2022. The Parties agree to take all steps necessary to ensure that any Opioid Settlement Funds ready for distribution directly to the State and Participating Local Governments under the National Settlement Agreements or Bankruptcy Resolutions are not actually distributed to the Parties until on or after August 1, 2022, in order to allow the Parties to pursue legislative change that would take effect before the Opioid Settlement Funds are received by the Parties. Such steps may include, but are not limited to, the Attorney General's Office delaying its filing of Consent Judgments in Minnesota state court memorializing the National Settlement Agreements. This provision will cease to apply upon the effective date of the Legislative Modification described above, if that date is prior to August 1, 2022.

¹ It is the intent of the Parties that counties will continue to fund child protection services for children and families who are affected by addiction, in compliance with the Approved Uses in **Exhibit A.**

- F. Effect of no statutory change by August 1, 2022. If the Legislative Modification described above does not take effect by August 1, 2022, the allocation between the Parties set forth in Section II.B shall be modified as follows: (i) 40% directly to the State Abatement Fund, and (ii) 60% to Local Abatement Funds. The Parties further agree to discuss potential amendment of this MOA if such legislation does not timely go into effect in accordance with this paragraph.
- G. Effect of later statutory change. If the Legislative Modification described above takes effect after August 1, 2022, the allocation between the Parties will be modified as follows: (i) 25% directly to the State Abatement Fund, and (ii) 75% to Local Abatement Funds.
- H. Effect of partial statutory change. If any legislative action otherwise modifies or diminishes the direct allocation of Opioid Settlement Funds to Participating Local Governments so that as a result the Participating Local Governments would receive less than 75 percent of the Opioid Settlement Funds (inclusive of amounts received by counties per statutory appropriation through the Minnesota Opiate Epidemic Response Fund), then the allocation set forth in Section II.B will be modified to ensure Participating Local Governments receive 75% of the Opioid Settlement Funds.
- I. Participating Local Governments receiving payments. The proportions set forth in **Exhibit B** provide for payments directly to: (i) all Minnesota counties; and (ii) all Minnesota cities that (a) have a population of more than 30,000, based on the United States Census Bureau's Vintage 2019 population totals, (b) have funded or otherwise managed an established health care or treatment infrastructure (e.g., health department or similar agency), or (c) have initiated litigation against the Settling Defendants as of December 3, 2021.
- J. Allocation of funds between Participating Local Governments. The Local Abatement Funds shall be allocated to Participating Local Governments in such proportions as set forth in **Exhibit B**, attached hereto and incorporated herein by reference, which is based upon the MDL Matter's Opioid Negotiation Class Model.² The proportions shall not change based on population changes during the term of the MOA. However, to the extent required by the terms of the National Settlement Agreements, the proportions set forth in **Exhibit B** must be adjusted: (i) to provide no payment from the National Settlement Agreements to any listed county or municipality that does not participate in the National Settlement Agreements; and (ii) to provide a reduced payment from the National Settlement Agreements to any listed county or city that signs on to the National Settlement Agreements after the Initial Participation Date.
- K. Redistribution in certain situations. In the event a Participating Local Government merges, dissolves, or ceases to exist, the allocation percentage for that Participating Local

² More specifically, the proportions in Exhibit B were created based on Exhibit G to the National Settlement Agreements, which in turn was based on the MDL Matter's allocation criteria. Cities under 30,000 in population that had shares under the Exhibit G default allocation were removed and their shares were proportionally reallocated amongst the remaining subdivisions.

Government shall be redistributed equitably based on the composition of the successor Local Government. In the event an allocation to a Local Government cannot be paid to the Local Government, such unpaid allocations will be allocated to Local Abatement Funds and be distributed in such proportions as set forth in Exhibit B.

- L. City may direct payments to county. Any city allocated a share may elect to have its full share or a portion of its full share of current or future annual distributions of settlement funds instead directed to the county or counties in which it is located, so long as that county or counties are Participating Local Governments[s]. Such an election must be made by January 1 each year to apply to the following fiscal year. If a city is located in more than one county, the city's funds will be directed based on the MDL Matter's Opioid Negotiation Class Model.

III. Special Revenue Fund

- A. Creation of special revenue fund. Every Participating Local Government receiving Opioid Settlement Funds through direct distribution shall create a separate special revenue fund, as described below, that is designated for the receipt and expenditure of Opioid Settlement Funds.
- B. Procedures for special revenue fund. Funds in this special revenue fund shall not be commingled with any other money or funds of the Participating Local Government. The funds in the special revenue fund shall not be used for any loans or pledge of assets, unless the loan or pledge is for an Approved Use. Participating Local Governments may not assign to another entity their rights to receive payments of Opioid Settlement Funds or their responsibilities for funding decisions, except as provided in Section II.L.
- C. Process for drawing from special revenue funds.
 - 1. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
 - 2. The budget or resolution must (i) indicate that it is an authorization for expenditures of opioid settlement funds; (ii) state the specific strategy or strategies the county or city intends to fund, using the item letter and/or number in **Exhibit A** to identify each funded strategy, if applicable; and (iii) state the amount dedicated to each strategy for a stated period of time.
- D. Local government grantmaking. Participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.
- E. Interest earned on special revenue fund. The funds in the special revenue fund may be invested, consistent with the investment limitations for local governments, and may be

placed in an interest-bearing bank account. Any interest earned on the special revenue funds must be used in a way that is consistent with this MOA.

IV. Opioid Remediation Activities

- A. Limitation on use of funds. This MOA requires that Opioid Settlement Funds be utilized only for future opioid remediation activities, and Parties shall expend Opioid Settlement Funds only for Approved Uses and for expenditures incurred after the effective date of this MOA, unless execution of the National Settlement Agreements requires a later date. Opioid Settlement Funds cannot be used to pay litigation costs, expenses, or attorney fees arising from the enforcement of legal claims related to the opioid epidemic, except for the portion of Opioid Settlement Funds that comprise the Backstop Fund described in Section VI. For the avoidance of doubt, counsel for Litigating Local Governments may recover litigation costs, expenses, or attorney fees from the common benefit, contingency fee, and cost funds established in the National Settlement Agreements, as well as the Backstop Fund described in Section VI.
- B. Public health departments as Chief Strategists. For Participating Local Governments that have public health departments, the public health departments shall serve as the lead agency and Chief Strategist to identify, collaborate, and respond to local issues as Local Governments decide how to leverage and disburse Opioid Settlement Funds. In their role as Chief Strategist, public health departments will convene multi-sector meetings and lead efforts that build upon local efforts like Community Health Assessments and Community Health Improvement Plans, while fostering community focused and collaborative evidence-informed approaches that prevent and address addiction across the areas of public health, human services, and public safety. Chief Strategists should consult with municipalities located within their county in the development of any Community Health Assessment, and are encouraged to collaborate with law enforcement agencies in the county where appropriate.
- C. Administrative expenses. Reasonable administrative costs for the State or Local Government to administer its allocation of the Opioid Settlement Funds shall not exceed actual costs, 10% of the relevant allocation of the Opioid Settlement Funds, or any administrative expense limitation imposed by the National Settlement Agreements or Bankruptcy Resolution, whichever is less.
- D. Regions. Two or more Participating Local Governments may at their discretion form a new group or utilize an existing group (“Region”) to pool their respective shares of settlement funds and make joint spending decisions. Participating Local Governments may choose to create a Region or utilize an existing Region under a joint exercise of powers under Minn. Stat. § 471.59.
- E. Consultation and partnerships.
 - 1. Each county receiving Opioid Settlement Funds must consult annually with the municipalities in the county regarding future use of the settlement funds in the

county, including by holding an annual meeting with all municipalities in the county in order to receive input as to proposed uses of the Opioid Settlement Funds and to encourage collaboration between Local Governments both within and beyond the county. These meetings shall be open to the public.

2. Participating Local Governments within the same County Area have a duty to regularly consult with each other to coordinate spending priorities.
 3. Participating Local Governments can form partnerships at the local level whereby Participating Local Governments dedicate a portion of their Opioid Settlement Funds to support city- or community-based work with local stakeholders and partners within the Approved Uses.
- F. Collaboration. The State and Participating Local Governments must collaborate to promote effective use of Opioid Settlement Funds, including through the sharing of expertise, training, and technical assistance. They will also coordinate with trusted partners, including community stakeholders, to collect and share information about successful regional and other high-impact strategies and opioid treatment programs.

V. **Reporting and Compliance**

- A. Construction of reporting and compliance provisions. Reporting and compliance requirements will be developed and mutually agreed upon by the Parties, utilizing the recommendations provided by the Advisory Panel to the Attorney General on Distribution and Allocation of Opioid Settlement Funds.
- B. Reporting Workgroup. The Parties will work together to establish a Reporting Workgroup that includes representatives of the Attorney General’s Office, state stakeholders, and city and county representatives, who will meet on a regular basis to develop reporting and compliance recommendations. The Reporting Workgroup must produce a set of reporting and compliance measures by June 1, 2022. Such reporting and compliance measures will be effective once approved by representatives of the Attorney General’s Office, the Governor’s Office, the Association of Minnesota Counties, and the League of Minnesota Cities that are on the Workgroup.

VI. **Backstop Fund**

- A. National Attorney Fee Fund. The National Settlement Agreements provide for the payment of all or a portion of the attorney fees and costs owed by Litigating Local Governments to private attorneys specifically retained to file suit in the opioid litigation (“National Attorney Fee Fund”). The Parties acknowledge that the National Settlement Agreements may provide for a portion of the attorney fees of Litigating Local Governments.
- B. Backstop Fund and Waiver of Contingency Fee. The Parties agree that the Participating Local Governments will create a supplemental attorney fees fund (the “Backstop Fund”) to be used to compensate private attorneys (“Counsel”) for Local Governments that filed opioid lawsuits on or before December 3, 2021 (“Litigating Local Governments”). By

order³ dated August 6, 2021, Judge Polster capped all applicable contingent fee agreements at 15%. Judge Polster's 15% cap does not limit fees from the National Attorney Fee Fund or from any state backstop fund for attorney fees, but private attorneys for local governments must waive their contingent fee agreements to receive payment from the National Attorney Fee Fund. Judge Polster recognized that a state backstop fund can be designed to incentivize private attorneys to waive their right to enforce contingent fee agreements and instead apply to the National Attorney Fee Fund, with the goals of achieving greater subdivision participation and higher ultimate payouts to both states and local governments. Accordingly, in order to seek payment from the Backstop Fund, Counsel must agree to waive their contingency fee agreements relating to these National Settlement Agreements and first apply to the National Attorney Fee Fund.

- C. Backstop Fund Source. The Backstop Fund will be funded by seven percent (7%) of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the initial allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, and will not include payments resulting from the Purdue or Mallinckrodt Bankruptcies. In the event that the initial allocation is modified pursuant to Section II.F. above, then the Backstop Fund will be funded by 8.75% of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the modified allocation of 40% directly to the State Abatement Fund and 60% directly to the Local Abatement Funds, and will not include payments resulting from the Purdue or Mallinckrodt Bankruptcies. In the event that the allocation is modified pursuant to Section II.G. or Section II.H. above, back to an allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, then the Backstop Fund will be funded by 7% of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), and will not include payments resulting from the Purdue or Mallinckrodt Bankruptcies.
- D. Backstop Fund Payment Cap. Any attorney fees paid from the Backstop Fund, together with any compensation received from the National Settlement Agreements' Contingency Fee Fund, shall not exceed 15% of the total gross recovery of the Litigating Local Governments' share of funds from the National Settlement Agreements. To avoid doubt, in no instance will Counsel receive more than 15% of the amount paid to their respective Litigating Local Government client(s) when taking into account what private attorneys receive from both the Backstop Fund and any fees received from the National Settlement Agreements' Contingency Fee Fund.
- E. Requirements to Seek Payment from Backstop Fund. A private attorney may seek payment from the Backstop Fund in the event that funds received by Counsel from the National Settlement Agreements' Contingency Fee Fund are insufficient to cover the amount that would be due to Counsel under any contingency fee agreement with a Litigating Local Government based on any recovery Litigating Local Governments receive from the National Settlement Agreements. Before seeking any payment from the Backstop Fund,

³ Order, In re: Nat'l Prescription Opiate Litig., Case No. 17-MD-02804, Doc. No. 3814 (N.D. Ohio August 6, 2021).

private attorneys must certify that they first sought fees from the National Settlement Agreements' Contingency Fee Fund, and must certify that they agreed to accept the maximum fees payments awarded to them. Nothing in this Section, or in the terms of this Agreement, shall be construed as a waiver of fees, contractual or otherwise, with respect to fees that may be recovered under a contingency fee agreement or otherwise from other past or future settlements, verdicts, or recoveries related to the opioid litigation.

- F. Special Master. A special master will administer the Backstop Fund, including overseeing any distribution, evaluating the requests of Counsel for payment, and determining the appropriate amount of any payment from the Backstop Fund. The special master will be selected jointly by the Minnesota Attorney General and the Hennepin County Attorney, and will be one of the following individuals: Hon. Jeffrey Keyes, Hon. David Lillehaug; or Hon. Jack Van de North. The special master will be compensated from the Backstop Fund. In the event that a successor special master is needed, the Minnesota Attorney General and the Hennepin County Attorney will jointly select the successor special master from the above-listed individuals. If none of the above-listed individuals is available to serve as the successor special master, then the Minnesota Attorney General and the Hennepin County Attorney will jointly select a successor special master from a list of individuals that is agreed upon between the Minnesota Attorney General, the Hennepin County Attorney, and Counsel.

- G. Special Master Determinations. The special master will determine the amount and timing of any payment to Counsel from the Backstop Fund. The special master shall make one determination regarding payment of attorney fees to Counsel, which will apply through the term of the recovery from the National Settlement Agreements. In making such determinations, the special master shall consider the amounts that have been or will be received by the private attorney's firm from the National Settlement Agreements' Contingency Fee Fund relating to Litigating Local Governments; the contingency fee contracts; the dollar amount of recovery for Counsel's respective clients who are Litigating Local Governments; the Backstop Fund Payment Cap above; the complexity of the legal issues involved in the opioid litigation; work done to directly benefit the Local Governments within the State of Minnesota; and the principles set forth in the Minnesota Rules of Professional Conduct, including the reasonable and contingency fee principles of Rule 1.5. In the interest of transparency, Counsel shall provide information in their initial fee application about the total amount of fees that Counsel have received or will receive from the National Attorney Fee Fund related to the Litigating Local Governments.

- H. Special Master Proceedings. Counsel seeking payment from the Backstop Fund may also provide written submissions to the special master, which may include declarations from counsel, summaries relating to the factors described above, and/or attestation regarding total payments awarded or anticipated from the National Settlement Agreements' Contingency Fee Fund. Private attorneys shall not be required to disclose work product, proprietary or confidential information, including but not limited to detailed billing or lodestar records. To the extent that counsel rely upon written submissions to support their application to the special master, the special master will incorporate said submission or summary into the record. Any proceedings before the special master and documents filed with the special master shall be public, and the special master's determinations regarding

any payment from the Backstop Funds shall be transparent, public, final, and not appealable.

- I. Distribution of Any Excess Funds. To the extent the special master determines that the Backstop Fund exceeds the amount necessary for payment to Counsel, the special master shall distribute any excess amount to Participating Local Governments according to the percentages set forth in **Exhibit B**.
- J. Term. The Backstop Fund will be administered for (a) the length of the National Litigation Settlement payments; or (b) until all Counsel for Litigating Local Governments have either (i) received payments equal to the Backstop Fund Payment Cap above or (ii) received the full amount determined by the special master; whichever occurs first.
- K. No State Funds Toward Attorney Fees. For the avoidance of doubt, no portion of the State Abatement Fund will be used to fund the Backstop Fund or in any other way to fund any Litigating Local Government's attorney fees and expenses. Any funds that the State receives from the National Settlement Agreements as attorney fees and costs or in lieu of attorney fees and costs, including the Additional Restitution Amounts, will be treated as State Abatement Funds.

VII. General Terms

- A. Scope of agreement. This MOA applies to all settlements under the National Settlement Agreements with Settling Defendants and the Bankruptcy Resolutions with Bankruptcy Defendants.⁴ The Parties agree to discuss the use, as the Parties may deem appropriate in the future, of the settlement terms set out herein (after any necessary amendments) for resolutions with Opioid Supply Chain Participants not covered by the National Settlement Agreements or a Bankruptcy Resolution. The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of the National Settlement Agreements or any Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.
- B. When MOA takes effect.
 - 1. This MOA shall become effective at the time a sufficient number of Local Governments have joined the MOA to qualify this MOA as a State-Subdivision Agreement under the National Settlement Agreements or as a Statewide Abatement Agreement under any Bankruptcy Resolution. If this MOA does not thereby qualify as a State-Subdivision Agreement or Statewide Abatement Agreement, this MOA will have no effect.
 - 2. The Parties may conditionally agree to sign on to the MOA through a letter of intent, resolution, or similar written statement, declaration, or pronouncement declaring

⁴ For the avoidance of doubt, this includes settlements reached with AmerisourceBergen, Cardinal Health, and McKesson, and Janssen, and Bankruptcy Resolutions involving Purdue Pharma L.P., and Mallinckrodt plc.

their intent to sign on to the MOA if the threshold for Party participation in a specific Settlement is achieved.

C. Dispute resolution.

1. If any Party believes another Party has violated the terms of this MOA, the alleging Party may seek to enforce the terms of this MOA in Ramsey County District Court, provided the alleging Party first provides notice to the alleged offending Party of the alleged violation and a reasonable opportunity to cure the alleged violation.
2. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters.
3. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds violated any Minnesota criminal law, such conduct shall be reported to the appropriate criminal authorities.

D. Amendments. The Parties agree to make such amendments as necessary to implement the intent of this MOA.

E. Applicable law and venue. Unless otherwise required by the National Settlement Agreements or a Bankruptcy Resolution, this MOA, including any issues related to interpretation or enforcement, is governed by the laws of the State of Minnesota. Any action related to the provisions of this MOA must be adjudicated by the Ramsey County District Court. If any provision of this MOA is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.

F. Relationship of this MOA to other agreements and resolutions. All Parties acknowledge and agree that the National Settlement Agreements will require a Participating Local Government to release all its claims against the Settling Defendants to receive direct allocation of Opioid Settlement Funds. All Parties further acknowledge and agree that based on the terms of the National Settlement Agreements, a Participating Local Government may receive funds through this MOA only after complying with all requirements set forth in the National Settlement Agreements to release its claims. This MOA is not a promise from any Party that any National Settlement Agreements or Bankruptcy Resolution will be finalized or executed.

G. When MOA is no longer in effect. This MOA is effective until one year after the last date on which any Opioid Settlement Funds are being spent by the Parties pursuant to the National Settlement Agreements and any Bankruptcy Resolution.

H. No waiver for failure to exercise. The failure of a Party to exercise any rights under this MOA will not be deemed to be a waiver of any right or any future rights.

- I. No effect on authority of Parties. Nothing in this MOA should be construed to limit the power or authority of the State of Minnesota, the Attorney General, or the Local Governments, except as expressly set forth herein.

- J. Signing and execution. This MOA may be executed in counterparts, each of which constitutes an original, and all of which constitute one and the same agreement. This MOA may be executed by facsimile or electronic copy in any image format. Each Party represents that all procedures necessary to authorize such Party's execution of this MOA have been performed and that the person signing for such Party has been authorized to execute the MOA in an official capacity that binds the Party.

This **Minnesota Opioids State-Subdivision Memorandum of Agreement** is signed

this ___ day of _____, _____ by:

Name and Title: _____

On behalf of: _____

EXHIBIT A

List of Opioid Remediation Uses

Settlement fund recipients shall choose from among abatement strategies, including but not limited to those listed in this Exhibit. The programs and strategies listed in this Exhibit are not exclusive, and fund recipients shall have flexibility to modify their abatement approach as needed and as new uses are discovered.

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs⁵ or strategies that may include, but are not limited to, those that:⁶

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication for Opioid Use Disorder (“*MOUD*”)⁷ approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including *MOUD*, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

⁵ Use of the terms “evidence-based,” “evidence-informed,” or “best practices” shall not limit the ability of recipients to fund innovative services or those built on culturally specific needs. Rather, recipients are encouraged to support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions.

⁶ As used in this Exhibit, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

⁷ Historically, pharmacological treatment for opioid use disorder was referred to as “Medication-Assisted Treatment” (“*MAT*”). It has recently been determined that the better term is “Medication for Opioid Use Disorder” (“*MOUD*”). This Exhibit will use “*MOUD*” going forward. Use of the term *MOUD* is not intended to and shall in no way limit abatement programs or strategies now or into the future as new strategies and terminology evolve.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support detoxification (detox) and withdrawal management services for people with OUD and any co-occurring SUD/MH conditions, including but not limited to medical detox, referral to treatment, or connections to other services or supports.
8. Provide training on MOUD for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH or mental health conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, licensed mental health counselors, and other mental and behavioral health practitioners or workers, including peer recovery coaches, peer recovery supports, and treatment coordinators, involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, continuing education, licensing fees, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MOUD for OUD, and provide technical assistance and professional support to clinicians who have obtained a *DATA 2000* waiver.
13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including but not limited to new Americans, African Americans, and American Indians.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (“SBIRT”) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MOUD in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MOUD, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;

3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MOUD, and related services.
 3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
 4. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
 5. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
 6. Support critical time interventions (“*CTP*”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
 7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF THE PERINATAL POPULATION, CAREGIVERS, AND FAMILIES, INCLUDING BABIES WITH NEONATAL OPIOID WITHDRAWAL SYNDROME.

Address the needs of the perinatal population and caregivers with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with

neonatal opioid withdrawal syndrome (“*NOWS*”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MOUD, recovery services and supports, and prevention services for the perinatal population—or individuals who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to caregivers and families affected by Neonatal Opioid Withdrawal Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MOUD, for uninsured individuals with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with the perinatal population and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for *NOWS* babies; expand services for better continuum of care with infant-caregiver dyad; and expand long-term treatment and services for medical monitoring of *NOWS* babies and their caregivers and families.
5. Provide training to health care providers who work with the perinatal population and caregivers on best practices for compliance with federal requirements that children born with *NOWS* get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for caregivers with OUD and any co-occurring SUD/MH conditions, emphasizing the desire to keep families together.
7. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
8. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
9. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“*PDMPs*”), including, but not limited to, improvements that:
 1. Increase the number of prescribers using *PDMPs*;
 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using *PDMPs*, by improving the interface that prescribers use to access *PDMP* data, or both; or
 3. Enable states to use *PDMP* data in support of surveillance or intervention strategies, including *MOUD* referrals and follow-up for individuals identified within *PDMP* data as likely to experience *OUD* in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring *PDMPs* incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse, including but not limited to focusing on risk factors and early interventions.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health

workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Law enforcement expenditures related to the opioid epidemic.
2. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.
5. Support multidisciplinary collaborative approaches consisting of, but not limited to, public health, public safety, behavioral health, harm reduction, and others at the state, regional, local, nonprofit, and community level to maximize collective impact.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“*ADAM*”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MOUD and their association with treatment engagement and treatment outcomes.

M. POST-MORTEM

1. Toxicology tests for the range of opioids, including synthetic opioids, seen in overdose deaths as well as newly evolving synthetic opioids infiltrating the drug supply.
2. Toxicology method development and method validation for the range of synthetic opioids observed now and in the future, including the cost of installation, maintenance, repairs and training of capital equipment.
3. Autopsies in cases of overdose deaths resulting from opioids and synthetic opioids.
4. Additional storage space/facilities for bodies directly related to opioid or synthetic opioid related deaths.
5. Comprehensive death investigations for individuals where a death is caused by or suspected to have been caused by an opioid or synthetic opioid overdose, whether intentional or accidental (overdose fatality reviews).
6. Indigent burial for unclaimed remains resulting from overdose deaths.
7. Navigation-to-care services for individuals with opioid use disorder who are encountered by the medical examiner’s office as either family and/or social network members of decedents dying of opioid overdose.
8. Epidemiologic data management and reporting to public health and public safety stakeholders regarding opioid overdose fatalities.

EXHIBIT B

Local Abatement Funds Allocation

Subdivision	Allocation Percentage
AITKIN COUNTY	0.5760578506020%
Andover city	0.1364919450741%
ANOKA COUNTY	5.0386504680954%
Apple Valley city	0.2990817344560%
BECKER COUNTY	0.6619330684437%
BELTRAMI COUNTY	0.7640787092763%
BENTON COUNTY	0.6440948102319%
BIG STONE COUNTY	0.1194868774775%
Blaine city	0.4249516912759%
Bloomington city	0.4900195550092%
BLUE EARTH COUNTY	0.6635420704652%
Brooklyn Center city	0.1413853902225%
Brooklyn Park city	0.2804136234778%
BROWN COUNTY	0.3325325415732%
Burnsville city	0.5135361296508%
CARLTON COUNTY	0.9839591749060%
CARVER COUNTY	1.1452829659572%
CASS COUNTY	0.8895681513437%
CHIPPEWA COUNTY	0.2092611794436%
CHISAGO COUNTY	0.9950193750117%
CLAY COUNTY	0.9428475281726%
CLEARWATER COUNTY	0.1858592042741%
COOK COUNTY	0.1074594959729%
Coon Rapids city	0.5772642444915%
Cottage Grove city	0.2810994719143%
COTTONWOOD COUNTY	0.1739065270025%
CROW WING COUNTY	1.1394859174804%
DAKOTA COUNTY	4.4207140602835%
DODGE COUNTY	0.2213963257778%
DOUGLAS COUNTY	0.6021779472345%
Duluth city	1.1502115379896%
Eagan city	0.3657951576014%
Eden Prairie city	0.2552171572659%
Edina city	0.1973054822135%
FARIBAULT COUNTY	0.2169409335358%
FILLMORE COUNTY	0.2329591105316%
FREEBORN COUNTY	0.3507169823793%
GOODHUE COUNTY	0.5616542387089%

Subdivision	Allocation Percentage
GRANT COUNTY	0.0764556498477%
HENNEPIN COUNTY	19.0624622261821%
HOUSTON COUNTY	0.3099019273452%
HUBBARD COUNTY	0.4582368775192%
Inver Grove Heights city	0.2193400520297%
ISANTI COUNTY	0.7712992707537%
ITASCA COUNTY	1.1406408131328%
JACKSON COUNTY	0.1408950443531%
KANABEC COUNTY	0.3078966749987%
KANDIYOHI COUNTY	0.1581167542252%
KITTSOON COUNTY	0.0812834506382%
KOOCHICHING COUNTY	0.2612581865885%
LAC QUI PARLE COUNTY	0.0985665133485%
LAKE COUNTY	0.1827750320696%
LAKE OF THE WOODS COUNTY	0.1123105027592%
Lakeville city	0.2822249627090%
LE SUEUR COUNTY	0.3225703347466%
LINCOLN COUNTY	0.1091919983965%
LYON COUNTY	0.2935118186364%
MAHNOMEN COUNTY	0.1416417687922%
Mankato city	0.3698584320930%
Maple Grove city	0.1814019046900%
Maplewood city	0.1875101678223%
MARSHALL COUNTY	0.1296352091057%
MARTIN COUNTY	0.2543064014046%
MCLEOD COUNTY	0.1247104517575%
MEEKER COUNTY	0.3744031515243%
MILLE LACS COUNTY	0.9301506695846%
Minneapolis city	4.8777618689374%
Minnetonka city	0.1967231070869%
Moorhead city	0.4337377037965%
MORRISON COUNTY	0.7178981419196%
MOWER COUNTY	0.5801769148506%
MURRAY COUNTY	0.1348775389165%
NICOLLET COUNTY	0.1572381052896%
NOBLES COUNTY	0.1562005111775%
NORMAN COUNTY	0.1087596675165%
North St. Paul city	0.0575844069340%
OLMSTED COUNTY	1.9236715094724%
OTTER TAIL COUNTY	0.8336175418789%
PENNINGTON COUNTY	0.3082576394945%
PINE COUNTY	0.5671222706703%

Subdivision	Allocation Percentage
PIPESTONE COUNTY	0.1535154503112%
Plymouth city	0.1762541472591%
POLK COUNTY	0.8654291473909%
POPE COUNTY	0.1870129873102%
Proctor city	0.0214374127881%
RAMSEY COUNTY	7.1081424150498%
RED LAKE COUNTY	0.0532649128178%
REDWOOD COUNTY	0.2809842366614%
RENVILLE COUNTY	0.2706888807449%
RICE COUNTY	0.2674764397830%
Richfield city	0.2534018444052%
Rochester city	0.7363082848763%
ROCK COUNTY	0.2043437335735%
ROSEAU COUNTY	0.2517872793025%
Roseville city	0.1721905548771%
Savage city	0.1883576635033%
SCOTT COUNTY	1.3274301645797%
Shakopee city	0.2879873611373%
SHERBURNE COUNTY	1.2543449471994%
SIBLEY COUNTY	0.2393480708456%
ST LOUIS COUNTY	4.7407767169807%
St. Cloud city	0.7330089009029%
St. Louis Park city	0.1476314588229%
St. Paul city	3.7475206797569%
STEARNS COUNTY	2.4158085321227%
STEELE COUNTY	0.3969975262520%
STEVENS COUNTY	0.1439474275223%
SWIFT COUNTY	0.1344167568499%
TODD COUNTY	0.4180909816781%
TRAVERSE COUNTY	0.0903964133868%
WABASHA COUNTY	0.3103038996965%
WADENA COUNTY	0.2644094336575%
WASECA COUNTY	0.2857912156338%
WASHINGTON COUNTY	3.0852862512586%
WATONWAN COUNTY	0.1475626355615%
WILKIN COUNTY	0.0937962507119%
WINONA COUNTY	0.7755267356126%
Woodbury city	0.4677270171716%
WRIGHT COUNTY	1.6985269385427%
YELLOW MEDICINE COUNTY	0.1742264836427%

[Sample Resolution for Non-Litigating Cities]

RESOLUTION APPROVING THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE STATE OF MINNESOTA AND LOCAL GOVERNMENTS AND AUTHORIZING PARTICIPATION IN NATIONAL OPIOID SETTLEMENTS

WHEREAS, the State of Minnesota, Minnesota counties and cities, and their people, have been harmed by misconduct committed by certain entities that engage in the manufacture, marketing, promotion, distribution, or dispensing of opioids; and

WHEREAS, the State of Minnesota and numerous Minnesota cities and counties joined with thousands of local governments across the country to file lawsuits against opioid manufacturer and pharmaceutical distribution companies and hold those companies accountable for their misconduct; and

WHEREAS, representatives of local Minnesota governments, the League of Minnesota Cities, the Association of Minnesota Counties, the Coalition of Greater Minnesota Cities, the State of Minnesota, and the Minnesota Attorney General’s Office have negotiated and prepared a Memorandum of Agreement (MOA) to provide for the equitable distribution of proceeds to the State of Minnesota and to individual local governments from recent settlements in the national opioid litigation; and

WHEREAS, by signing onto the MOA, the state and local governments maximize Minnesota’s share of opioid settlement funds, demonstrate solidarity in response to the opioid epidemic, and ensure needed resources reach the most impacted communities; and

WHEREAS, it is in the best interests of the State of Minnesota and the residents of the City of _____, and the County of _____, that the City participate in the national opioid litigation settlements.

NOW, THEREFORE, be it resolved by the City Council of the City of _____, Minnesota:

1. Participation in the opioid litigation settlements promotes the public health, safety, and welfare of the residents of the City of _____.
2. The City of _____ supports and opts-in to the national opioid litigation settlements with the Distributors McKesson, Cardinal Health, and Amerisource Bergen, and with the Manufacturer Johnson & Johnson.
3. The Memorandum of Agreement (MOA) between the State of Minnesota and Local Governments relating to the distribution of settlement funds is hereby approved by the City of _____.
4. City Staff is hereby authorized to take such measures as necessary to sign the MOA and otherwise participate in the national opioid settlements, including executing the Participation Agreement and accompanying Release.

Adopted by the City Council _____, 2021

City Manager/Administrator

Mayor

Attest:

City Clerk

ORDINANCE NO. 22, EIGHTH SERIES

**AN ORDINANCE OF THE CITY OF FERGUS
FALLS, MINNESOTA, AMENDING PARTS OF
CHAPTER 91, ANIMALS, OF THE CITY CODE.**

THE CITY OF FERGUS FALLS DOES ORDAIN:

Section 1. City Code Chapter 91.02, Dogs and Cats, is hereby amended in its entirety to read as follows:

§ 91.02 DOGS AND CATS.

(A) *Running at large prohibited.* It shall be unlawful for a dog or cat of any person who owns, harbors, or keeps a dog or cat, to run at large. A person, who owns, harbors, or keeps a dog or cat which runs at large shall be guilty of a misdemeanor. Dogs or cats on a leash and accompanied by a responsible person or accompanied by and under the control and direction of a responsible person, so as to be effectively restrained by command as by leash, shall be permitted on streets or on public land unless posted with signs indicating dogs or cats are prohibited.

(1) Confining dogs or cats by electronic control measures such as an "invisible fence" with an electronic collar is permitted which shall only be used in the rear yards of lots so that the animal cannot appear to be free to threaten or upset people who may be using the public sidewalks or streets fronting the lot. If the electronic restraint is not sufficient to confine a dog or cat to the rear yard of the property, and the animal is found to have crossed beyond the electronic barrier, then the electronic confinement shall no longer be considered adequate for that animal, and the animal must be restrained by physical means such as by leash or cable.

(B) *License required for dogs and cats.*

(1) All dogs and cats over the age of six months kept, harbored, or maintained in the city shall be licensed and registered with the city. For each dog or cat required to be registered and licensed, the owner must complete an application for license providing the owner's name and address and the name, breed, color, and sex of the dog or cat. No license shall be granted for a dog that has not been vaccinated against rabies, as evidenced by a certificate by a veterinarian qualified to practice in the state in which the dog is vaccinated.

(2) Upon providing a complete application, the required rabies vaccination certificate, and payment of the license fee the City Administrator shall issue to the owner a license certificate and metallic tag for each dog or cat licensed. The tag shall have stamped on it the year for which it is issued and the number corresponding with the number on the dog or cat license certificate. Every owner must provide each dog or cat with a collar to which the license tag must be affixed, and shall see that the collar and tag are

constantly worn by each dog or cat. In case a tag is lost or destroyed, a duplicate tag shall be issued by the City Administrator upon payment by the owner of the duplicate tag fee. Tags are not transferable from one dog or cat to another and no refunds will be made on any license fee or tag because of the death of a dog or cat or the owners leaving the city prior to the expiration of the license period.

(3) The licensing provisions of this subdivision (B) shall not apply to dogs or cat whose owners are nonresidents temporarily within the city, nor to dogs or cats brought into the city for the purpose of participating in any dog or cat show. Documented service dogs do not require a license.

(4) The funds received by the City Administrator from all licenses and metallic tags fees shall first be used to defray any costs incidental to the enforcement of this chapter; including, but not restricted to, the costs of licenses, metallic tags, and impounding and maintenance of dogs or cats.

(C) Dogs and Cats

(1) *Number allowed per dwelling unit.* It shall be unlawful for any person, or a combination of any persons who reside at a residence, to own, harbor or keep more than three (3) dogs or three (3) cats or more than a combination of four (4) dogs and cats at any dwelling unit. This section (C)(1) does not apply to a fresh litter of pups or kittens which may be kept for a period of three (3) months before that keeping shall be deemed to be a "kennel".

(2) *Kennels.*

(a) *Definition of kennel.* The keeping of more than three (3) dogs or three (3) cats or more than a combination of three (3) dogs and cats at a residence or dwelling unit whether owned by the same person or not and for whatever purpose, shall constitute a "kennel", except that of a fresh litter of pups or kittens which may be kept for a period of three months before that keeping shall be deemed to be a "kennel".

(b) *Kennel as a nuisance.* Because kennels may cause discomfort to persons in the area by way of smell, noise, hazard, and general aesthetic depreciation of premises they are hereby declared to be a public nuisance and no person shall keep or maintain a kennel within any residences or dwelling unit within any area of the City zoned residential.

(3) *Vaccination.*

(a) All dogs and cats kept harbored, maintained, or transported within the city shall be vaccinated against rabies at least once every three years as evidenced by a certificate of vaccination by a veterinarian qualified to practice in the state in which the dog or cat is vaccinated. The certificate of vaccination shall provide (1) the date of the vaccination, (2) the owner's name and address, (3) the animal's name (if applicable), sex, description and weight, (4) the type of

vaccine, and (5) the veterinarian's signature.

(b) Owner's must always have a current certificate of vaccination for each dog or cat required to be vaccinated and upon demand made by the City Administrator, the Animal Control Officer or a police officer, the owner shall present for examination the required certificate of vaccination for each dog or cat. In cases where certificates are not presented, the owner or keeper of the dog or cat shall have seven days in which to present the certificate(s). It is unlawful for any person to keep or harbor a dog or cat that is either unvaccinated for rabies or has not been vaccinated for rabies within three years. It is also unlawful for any person to not present a certificate of vaccination as requested and within the time period required in this section.

Section 2. The title of City Code Chapter 91.03, Nuisances, paragraph (D), is hereby amended to read as follows:

(D) *Warrant required.* The Animal Control Officer or police officer shall not enter the property of the owner of an animal described in this section unless the officer has first obtained the permission of the owner to do so or has obtained a warrant issued by a court of competent jurisdiction to search for and seize the animal.

Section 3. City Code Chapters 91.04, 91.05 and 91.06, previously untitled and left blank, are hereby deleted in their entirety.

Section 4. City Code Chapter 91.07, Impounding Animals, paragraph (C), is hereby amended to read as follows:

(C) *Reclaiming.* All animals transported to the pound shall be kept, with humane treatment and sufficient food and water for their comfort, up to 5 regular business days, unless the animal is a dangerous animal as defined under § 91.32 of this chapter, in which case it shall be kept for ten (10) regular business days. The provisions of Minnesota Statutes §343.21, as it may be amended from time to time, relating to overworked and mistreated animals apply to anyone seeking to reclaim an animal. In all cases, an owner or keeper desiring to reclaim an animal from the pound shall:

- (1) Pay the applicable release fee;
- (2) Pay all maintenance costs of the pound for housing and caring for the animal for each day the animal is in the pound; and
- (3) Provide proof of a current city issued license or obtain the required city issued license for an impounded dog as required in this Chapter.

Section 5. City Code Chapter 91.08, previously untitled and left blank, is hereby deleted in its entirety.

Section 6. City Code Chapter 91.09. Seizure of Animals, paragraph (B), is hereby amended to read as follows:

(B) The officer reasonably believes the animal meets either the habitual barking or noise criteria set out in § 91.03(A) of this chapter; the criteria for cruelty set out in § 91.12 of this chapter; or the criteria for an at large animal set out in § 91.02 of this chapter;

Section 7. City Code Chapter 91.30, Attack by an Animal, is hereby amended to read as follows:

§ 91.30 ATTACK BY AN ANIMAL.

It shall be unlawful for any person's animal to inflict or attempt to inflict bodily injury to any person or other animal whether or not the owner is present. This section shall not apply to an attack by an animal under the control of an on-duty law enforcement officer or to an attack upon an uninvited person who has entered the owner's residence or dwelling unit without the owner's consent.

Section 8. City Code Chapter 91.50, Non-Domestic Animals, Chapter 91.51, Farm Animals and Chapter 91.52, Chickens, are hereby amended to read as follows:

FARM & NON-DOMESTIC ANIMALS

§ 91.50 NON-DOMESTIC ANIMALS.

It shall be illegal for any person to own, possess, harbor or offer for sale, any non-domestic animal within the city, which is a misdemeanor. Any owner of a non-domestic animal at the time of adoption of this code shall have 30 days in which to remove the animal from the city after which time the city may impound the animal as provided for in this subchapter. An exception shall be made to this prohibition for service animals specifically trained for and actually providing assistance to a person who is disabled, and for those animals brought into the city as part of an operating zoo, veterinarian clinic, scientific research laboratory or a licensed show or exhibition.

§ 91.51 FARM ANIMALS.

Farm animals shall only be kept in an agricultural district of the city, or on a residential lot of at least ten acres in size; provided that, no animal shelter shall be within 300 feet of an adjoining piece of property. An exception shall be made to this section for those animals brought into the city as part of an operating zoo, veterinarian clinic, scientific research laboratory or a licensed show or exhibition.

§ 91.52 CHICKENS.

(A) *Chickens permitted.* It is unlawful for any person to own, control, keep, maintain or harbor chickens on any premises within the city unless issued a permit to do so as provided in this section. No permit shall be issued for the keeping or harboring of more than four female chickens or hens on any premises. The keeping or harboring of male chickens or roosters is prohibited. Violations of this section are misdemeanors.

(B) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

AT LARGE. A chicken out of its chicken run, off the premises or not under the custody and control of the owner.

CHICKEN. A female chicken or hen.

CHICKEN COOP. A structure for housing chickens made of wood or other similar materials that provides shelter from the elements.

CHICKEN RUN. An enclosed outside yard for keeping chickens.

PERSON. The resident, property owner, custodian or keeper or of any chicken.

PREMISES. Any platted lot or group of contiguous lots, parcels or tracts of land and is located within the city.

(C) *Permit.*

(1) No person shall maintain a chicken coop and/or chicken run unless granted a permit by the Animal Control Officer. The Animal Control Officer is authorized to issue a maximum of 20 permits annually for the keeping of chickens. The permit shall be subject to all the terms and conditions of this subchapter and any additional conditions deemed necessary by the Animal Control Officer to protect the public health, safety and welfare. The necessary permit application shall be obtained from the City Administrator's office. Included with the completed application must be a scaled diagram that indicates the location of any chicken coop and/or chicken run, and the approximate size and distance from adjoining structures and property lines, the number and species of chickens to be maintained at the premises and a statement that the applicant/permittee will, at all times, keep the chickens in accordance with this section and all the conditions prescribed by the Animal Control Officer, or modification thereof, and failure to obey the conditions will constitute a violation of the provisions of this subchapter and grounds for cancellation of the permit. The applicant shall include written consents/approval of the keeping of chickens on his, her or their premises from all abutting property owners, or shall provide proof of the certified mailing of a notice, and copies of the notice(s) to all abutting property owner(s) which

advises the abutting property owner(s) the applicant is applying for a permit from the city for the keeping of chickens on his, her or their premises, the abutting property owner may object to the applicants permit application, any objection must be received by the Animal Control Officer within ten days of the mailing date of the notice, and failure to provide written objections to the Animal Control Officer within ten days of the mailing of the notice will authorize the Animal Control Officer to issue a permit for the keeping of chickens to the applicant at his, her or their premises.

(2) Upon receipt of a permit application, the Animal Control Officer shall determine if the application is complete and contains the required consents/approvals and/or proof of the certified mailing of the required notices. If the application is complete and includes written consents/approval from all abutting property owners, the Animal Control Officer shall issue a permit for the keeping of chickens to the applicant. If the application is complete and includes proof of mailing certified notices to abutting property owner(s) as required by this section, the Animal Control Officer shall issue a permit to the applicant ten days after receipt of the completed application, unless the Animal Control Officer receives a written objection from an abutting property owner objecting to the applicant's application for the keeping of chickens, in which case no permit shall be issued. No permit shall be issued for an incomplete application or for the keeping of chickens on any rental premises.

(3) A permit for the keeping of chickens may be revoked or suspended by the Animal Control Officer for any violation of this section following written notice. The applicant/permittee may appeal the revocation or suspension of their permit by requesting in writing a hearing before the City Council within seven days of the notice of revocation or suspension. The request for hearing must be either postmarked or received in the City Administrator's office within seven days of the date of the notice. The City Council shall hold a hearing on the applicant/permittee's request for hearing within 30 days of the request for hearing.

(4) An annual fee will be set by resolution.

(D) *Confinement.* Every person who owns, controls, keeps, maintains or harbors chickens must keep them confined at all times in a chicken coop and chicken run and may not allow the chickens to run at large. Any chicken coop and chicken run shall be at least 25 feet from any residential structure or any other structures on any adjacent premises.

(E) *Chicken coops and chicken runs.*

(1) All chicken coops and chicken runs must be located within the rear yard subject to a 20-foot setback from any adjacent premises and be at least 25 feet from any residential structure or dwelling or any other structures or dwellings on any adjacent premises. All chicken coops must be a minimum of four square feet per chicken in size, must not exceed ten square feet per chicken in size and must not exceed six feet in total height. Attached fenced-in chicken runs must not exceed 20 square feet per chicken and fencing must not exceed six feet in total height. Chicken runs may be

enclosed with wood and/or woven wire materials and may allow chickens contact with the ground. Chicken feed must be kept in metal predator-proof containers. Chicken manure may be placed in yard compost piles.

(2) Chicken coops must either be:

(a) Elevated with a clear open space of at least 24 inches between the ground surface and framing/floor of the coop; or

(b) The coop floor, foundation and footings must be constructed using rodent-resistant construction,

(3) Chicken coops are not allowed to be located in any part of a home and/or garage.

(4) Chickens must be secured in a chicken coop from sunset to sunrise each day.

(F) *Conditions and inspections.* No person who owns, controls, keeps, maintains or harbors chickens shall permit the premises, whether the chickens are kept to be or remain in an unhealthy, unsanitary or noxious condition or to permit the premises to be in such condition that noxious odors are carried to adjacent public or private property. Any chicken coop or chicken run authorized by permit under this section may be inspected at any reasonable time by the Animal Control Officer, law enforcement officer or other agent of the city. A person who has been issued a permit shall submit it for examination upon demand by the Animal Control Officer, law enforcement officer or other agent of the city. Slaughter and breeding of chickens on any premises within the city is prohibited.

(G) *Private restrictions and covenants on property.* Notwithstanding the issuance of a permit by the city, private restrictions and/or covenants on the use of property shall remain enforceable and take precedence over a permit. Private restrictions include, but are not limited to, deed restrictions, condominium master deed restrictions, neighborhood association by-laws, covenant declarations and deed restrictions. A permit issued to a person whose premises are subject to private restrictions and/or covenants that prohibit the keeping of chickens is void. The interpretation and enforcement of the private restriction is the sole responsibility of the private parties involved.

(H) *Refusal to grant or renew permit.* The Animal Control Officer may refuse to grant or renew a permit to keep or maintain chickens for failure to comply with the provisions of this section, submitting an inaccurate or incomplete application, if the conditions of the permit are not met, if a nuisance condition is created, or if the public health and safety would be unreasonably endangered by the granting or renewing of the permit.

(I) *Removal of chicken coop and chicken run.* Any chicken coop or chicken run constructed or maintained on any premises shall be immediately removed from the

premises after the expiration of the permit or shall be removed within 30 days upon ceasing to use the chicken coop and/or chicken run for the keeping of chickens.

(J) *Residential Agricultural District.* This section does not apply to premises located in a Residential-Agricultural District, as that area is defined in this code of ordinances.

(K) *Prohibited.* The keeping of chickens, male or female, is prohibited in R-3, R-4 and R-5 Multiple-Family and Multiple-Residence Districts and all Business and Industrial Districts (B-1 through B-6 and I-1 through I-3), as those areas are defined in this code of ordinances.

Section 9. Effective date. The effective date of this ordinance shall be the _____ day of _____, 2022.

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

PUBLIC NOTICE

WHEREAS, Certain sections of the Fergus Falls City Code Chapter 91 have been amended by Ordinance No. 22, Eighth Series, which ordinance has been duly adopted by the City Council; and,

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

WHEREAS, The Council, by at least four-fifths of its members, has directed that only the title of the ordinance and a summary be published and that printed copies of the ordinance be available for inspection by any person during regular office hours at the office of the City Administrator and also at the public library where the entire text of said ordinance is posted.

NOTICE IS HEREBY GIVEN, that the title of Ordinance No. 22, Eighth Series, is as follows:

**AN ORDINANCE OF THE CITY OF FERGUS
FALLS, MINNESOTA, AMENDING PARTS OF
CHAPTER 91, ANIMALS, OF THE CITY CODE.**

NOTICE IS FURTHER GIVEN, that a summary of Ordinance No. 22, Eighth Series, is as follows:

Section 1 amends 91.02, Dogs and Cats.

Section 2 amends paragraph (D) of Chapter 91.03 Nuisances entitled Warrant Required

Section 3 deletes Chapters 91.04, 91.05 and 91.06, previously untitled and left blank

Section 4 amends paragraph (C) of Chapter 91.07 Impounding Animals entitled Reclaiming

Section 5 deletes Chapter 91.08, previously untitled and left blank

Section 6 amends paragraph (B) of Chapter 91.09 Seizure of Animals

Section 7 amends Chapter 91.30, Attack by an Animal

Section 8 amends Chapters 91.50, Non-Domestic Animals, Chapter 91.51, Farm Animals and Chapter 91.52, Chickens

Section 9 provides for the effective date.

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

THIS ORDINANCE was introduced on the _____ day of _____, 2022, and adopted by the City Council of the City of Fergus Falls, Minnesota, on the _____ day of _____, 2022, by the following vote:

AYES:

NAYS:

ATTEST:

APPROVED:

City Administrator

Mayor

Published in the Fergus Falls Daily Journal on_____.

ORDINANCE NO. 23, EIGHTH SERIES

**AN INTERIM ORDINANCE ESTABLISHING A 90-DAY
STUDY PERIOD AND MORATORIUM ON THE
CONSTRUCTION, ENLARGEMENT OR EXPANSION (AND
PERMITS FOR THE SAME) OF MOTELS, HOTELS AND
APARTMENT HOTELS.**

THE CITY OF FERGUS FALLS DOES ORDAIN:

SECTION 1. PURPOSE AND INTENT.

The purpose and intent of this Ordinance is to adopt a 90-day moratorium and study period for the purpose of allowing staff and the Planning Commission to review the uses of hotel, motel and apartment hotel uses and provide suggested revisions to the zoning code to the City Council. By this Ordinance, the City intends to exercise its authority under Minnesota Statutes §462.355, Subd. 4, by the creation of an interim Ordinance which has the effect of creating a moratorium on construction, enlargement or expansion (and permits for the same) on motels, hotels and apartment hotels. The City is authorized to adopt a planning moratorium on uses while the City's Planning Commission is conducting studies or has authorized a study to be conducted.

SECTION 2. PRELIMINARY FINDINGS.

The City Council hereby makes the following preliminary findings to serve as the basis for the necessary study to be made during the moratorium. These preliminary findings serve as the reason why it is in the public's interest for the City to so declare a moratorium by virtue of this Ordinance:

1. The current regulations and controls of the City may not adequately address the unique needs and impact of motels, hotels or apartment hotels located within areas identified as Business Districts pursuant to City Code.
2. The City has not thoroughly studied the impacts of motels, hotels and apartment hotels within any of its business districts.
3. This moratorium will ensure that ordinance changes will not need to be rushed through and that all of the issues can be completely examined.

SECTION 3. MORATORIUM.

Until the City has completed a study related to the aforementioned findings, the City shall not accept or process applications, issue permits for or

allow any construction, enlargement or expansion of any motels, hotels or apartment hotels within the City.

Effective Date. This Interim Ordinance shall be in full force and effect from and after its passage and publication according to law.

THIS ORDINANCE was introduced on _____, 2022, and adopted by the City Council of the City of Fergus Falls, Minnesota, on the _____ day of _____, 2022, by the following vote:

AYES:

NAYS:

ATTEST:

APPROVED:

City Administrator

Mayor

Published in the Fergus Falls Daily Journal on _____, 2022.

barb/clients/city/ordins/eighth series/ord23-motel moratorium



Council Action Recommendation

Page 1 of 1

Meeting Date:

January 12, 2022 – Committee of the Whole
January 18, 2021 – City Council

Subject:

Regional Treatment Center - Phase 3 Preservation Project

Recommendation:

- Authorization to procure a professional services agreement for Phase 3

Background/Key Points:

The revised preliminary cost estimate (attached) consists of various preservation work items for Kirkbride Tower, East Detached, West Detached and various other campus locations. These work scope items could serve as the “Base Bid” for the bidding documents if this Council decides to proceed in this manner.

The second cost estimated attachment referred to as “Alternates” consists of more intensive work options to address the deteriorated brick facade and roofs on East & West Detached along with security systems.

Based on both preliminary cost estimates, the City does not have sufficient funds to proceed with all the work noted.

Budgetary Impact:

The City was awarded \$3,500,000 for Phase 2 & 3. The project expenditures to date for the Phase 2 Demolition (P.I. 9506) is \$2,447,035.65. A portion of the Phase 2 expenditures was funded with the initial Phase 1 grant balance of \$661,931.40. The remaining Phase 2 expenditures of \$1,785,104.25 will come from the Phase 2 grant. The unexpended Phase 2 grant at **\$1,714,895.75** has not be allocated to date.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. – City Engineer

Attachments:

Phase 3 Mothball Cost Estimates



Fergus Falls Regional Treatment Center
Fergus Falls, MN

Date: December 16, 2021
Prepared by: Bruce Paulson

Estimated Mothballing Costs - BASE BID

No.	Name/Description	Construction Type	Total Area (SF)	Unit Price (1)	Total Cost	Comments
1	Administration		29,056			
	Window Replacement (3)	Mothball	2,396	\$80.00	\$191,680.00	
	Mold Remediation (4)	Mothball	29,056	\$3.50	\$101,696.00	
	Reattach Tower Globe/ electrical grounding	Mothball	1	\$15,000.00	\$15,000.00	
	Add building ventilation system; includes wall louvers and fabric ducting	Mothball	29,056	\$4.00	\$116,224.00	
	Remove main stairway closures	Mothball	1	\$5,000.00	\$5,000.00	
	Seal door access from Building 1 to remaining buildings	Mothball	4	\$100.00	\$400.00	
23	East Detached		49,720			
	Replace damaged roof shingles and underlayment	Mothball	10,092	\$12.00	\$121,104.00	
27	West Detached		56,886			
	Replace damaged roof shingles and underlayment	Mothball	10,014	\$12.00	\$120,168.00	
	Replace EPDM Roofing	Mothball	2,178	\$25.00	\$54,450.00	
	Buildings 22, 23, 24, 26, 27, 28, 29					
	Repair rain gutters and downspouts	Mothball	1	\$10,000.00	\$10,000.00	
	excavate and repair ground floor windows; cover windows with ground-contact rated plywood; restore grade and sod	Mothball	219	\$750.00	\$164,250.00	
	Subtotal				\$899,972.00	
	General Conditions		8%		\$71,997.76	
	Consultant: Plans and specs; Ad for Bid; Construction Administration		15%		\$145,795.46	
	City: Overall Project Administration		5%		\$48,598.49	
	Estimated Construction Cost				\$1,166,363.71	
	Contingency		20%		\$233,272.74	
	Total Estimated Mothballing Cost - Base Bid				\$1,399,636.45	



Fergus Falls Regional Treatment Center
Fergus Falls, MN

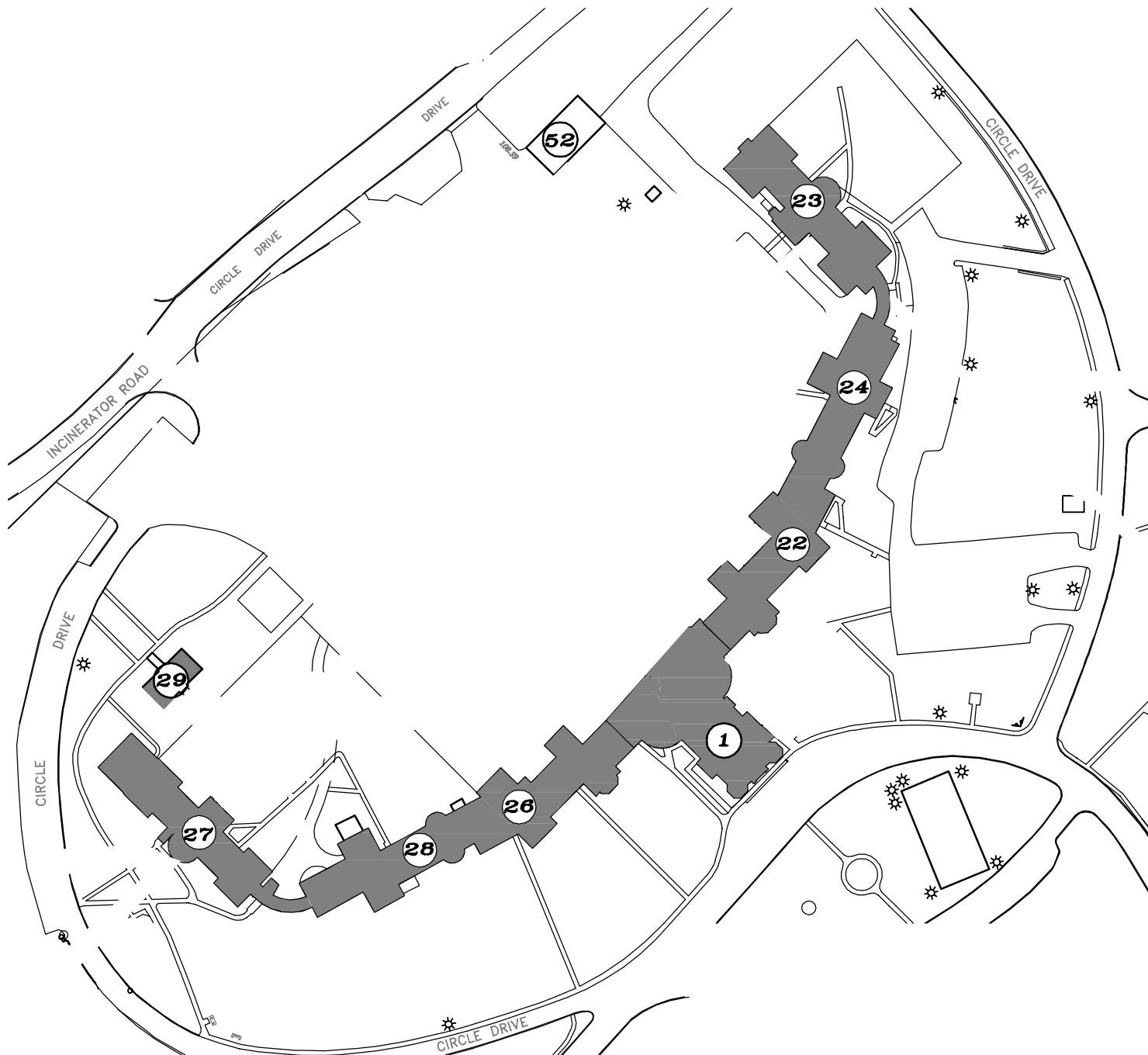
Date: December 16, 2021
Prepared by: Bruce Paulson

Estimated Mothballing Costs - ALTERNATES

No.	Name/Description	Construction Type	Total Area (SF)	Unit Price (1)	Total Cost	Comments
23	East Detached		49,720			
	Replace all roof shingles and underlayment	Mothball	10,092	\$12.00	\$121,104.00	
27	West Detached		56,886			
	Replace all roof shingles and underlayment	Mothball	10,014	\$12.00	\$120,168.00	
	Repair/replace damaged face brick and stone	Mothball	13,373	\$40.00	\$534,920.00	
	Buildings 1, 22, 23, 24, 26, 27, 28, 29					
	Interior security system with motion detectors at 28 exterior doors	Mothball	1	\$85,000.00	\$85,000.00	
	Exterior security cameras (15) mounted on street light poles and north side of Building 1 inside the "horseshoe"	Mothball	1	\$85,000.00	\$85,000.00	
	Subtotal				\$946,192.00	
	General Conditions	8%			\$71,997.76	
	Consultant: Plans and specs; Ad for Bid; Construction Administration	15%			\$152,728.46	
	City: Overall Project Administration	5%			\$50,909.49	
	Estimated Construction Cost				\$1,221,827.71	
	Contingency	20%			\$233,272.74	
	Total Estimated Mothballing Cost - Alternates				\$1,455,100.45	

Note:

- Costs are updated from previous cost estimate (January 2018) based upon 2021 R.S. Means Cost Index ratio (101.5/90.1).
- Building areas are based upon building dimension information previously provided by Real Estate Management.
Replace existing aluminum and wood windows with new aluminum windows with frame/sash profiles that match the original wood window sash and frames
- Replace existing aluminum and wood windows with new aluminum windows with frame/sash profiles that match the original wood window sash and frames
- Mold remediation includes survey, abatement with proper disposal, removal and storage of all functional interior doors, and cleaning of all exposed surfaces.



SITE MAP



FERGUS FALLS, MINNESOTA DIAGRAM #1

RTC Campus Map



2335 Highway 36 W
St. Paul, MN 55113
www.stantec.com



Council Action Recommendation

Page 1 of 2

Meeting Date:

1/18/22

Subject:

Strategic Framework Planning RFQ

Recommendation:

Resolution authorizing staff to issue an RFQ for strategic planning services and appoint the proposed selection committee

Background/Key Points:

On December 20, 2021, the City Council and Port Authority held a joint work session to discuss the concept of a strategic framework that would focus on four specific areas: economic development, community development, infrastructure and land use. The consensus of those present for this work session was that staff should put together an RFQ to find a qualified planning consultant that can help guide this process, making it clear that the community/local stakeholders would steer the process. It was clear that the desire was to get a deliverable that was usable and would serve as a way to identify short term priorities and strategies in these areas. It's important that this document has community buy-in and serves us well in the immediate term, but also can be fed into a longer-term comprehensive plan. Public engagement will be a key component of this plan.

Attached you will find an RFQ that was prepared by staff and the process and timeline identified for selection of a consultant. If acceptable, we ask the Council to give staff the ability to distribute this RFQ document.

Also, we are recommending the following individuals to serve on a selection committee:

- Mayor
- City Administrator
- City Planner
- Community Development Manager
- City Council appointment
- Port Authority President

We would ask that the Council select a member this evening to serve in this capacity and to appoint this committee. The only role of this committee will be to review the submissions we receive, score proposals, attend interviews with selected firms and negotiate a contract to present to the City Council for action.

Budgetary Impact:

None at this time... we will get a better understanding of project cost through the RFQ process

Originating Department:

Administration/Community Development

Respectfully Submitted:

Andrew Bremseth, City Administrator & Klara Beck, Community Development Manager

Attachments:

RFQ Document

Request for Qualifications (RFQ)

Strategic Planning Framework

City of Fergus Falls, Minnesota

Overview

The City of Fergus Falls, MN is soliciting Requests for Qualifications (RFQ) from qualified consultants and consulting firms to oversee a strategic planning process and provide creative guidance from a high level. The City desires the plan be steered by stakeholders and public engagement, resulting in a plan that articulates a long-term vision for the City and re-energizes the community through tangible, short-term successes.

Background & Project Description

The City Council of the City of Fergus Falls is interested in undergoing a strategic planning process to inform & complement the traditional Comprehensive Planning Process slated to be undertaken in 2022. The creation of a strategic framework will provide opportunities for stakeholder engagement to discuss, confirm, and align City priorities and aspirations that guide policy decisions.

The City has identified four (4) primary areas of focus for this strategic framework, including economic development, community and social development, infrastructure, and land use. Committees comprised of key stakeholders will be formed for each of these individual areas, giving focus to establishing shared vision and values and establishing goals, objectives and measurable actions to attain our vision. Developing and implementing the process to obtain this outcome and ensuring a successful outcome will be the primary focus of the consultant. The City will appoint the appropriate committees as necessary for this process.

The outcome should be robust enough that this document can stand on its own and can be amended as short and midterm priorities evolve, but also support and inform the long term municipal tool that is a traditional comprehensive plan..

Proposal Format

1. Experience of the Firm: Provide description of your firm's prior experience and qualifications in leading strategic planning.
2. Project Team: Identify proposed project team members and responsibilities. Provide a brief resume for each key person within the firm outlining their credentials and experience. If other firms/individuals are proposed, please provide a brief description of the firms, the anticipated role they will serve, and key individuals that will be assigned to project.

3. **Project Approach:** Given the project description, provide at a high level how you would approach this process and the value you would add to the City in being the selected consultant. Provide examples of similar work that you have overseen in the past, including implementation strategies. Please explain how you would approach public engagement and what methods would be used to ensure Community participation and buy-in.
4. **References:** Provide the name and contact information for at least three (3) references familiar with the quality of work by your firm for projects closely related to the proposed scope.
5. **Projected budget based on project approach and understanding.** It is understood that final cost and budget will be negotiated with the selected firm.
6. **Other Supporting Data:** Include any other information you feel to be relevant to the selection of your firm and/or why you should be selected for this project.

Selection Criteria

Members of a City staff Selection Committee will individually review and rank the RFQ responses received by the City. The Committee will then meet as a group and complete the final ranking of the RFQ responses.

Responses will be evaluated upon the following:

- Firm Qualifications (15 points)
- Project Understanding and Approach (25 points)
- Qualifications of Project Team (25 points)
- Projected Budget (15 points)
- Similar Project Experience (15 points)
- Overall Quality of Submittal (5 points)

The City retains the right to reject any or all submittals deemed unqualified, unsatisfactory, or inappropriate, and/or re-solicit for new submittals if deemed to be in its best interest. If the City chooses to interview any or all of the responding firms, an interview time will be scheduled and the firms contacted.

Once the selection committee has a chance to review and score submittals, interviews will be set up with the highest scoring applicants. The number of interviews will be determined by the committee, based on the submittals received. Once this process is complete, the City will select a firm to enter into negotiations with. Firms should not expect to receive any fees or compensation related to responding to this RFQ request or attending an interview.

RFQ and Project Schedule

January 19, 2022: RFQ Released

February 18, 2022, 4:30 PM: Submissions due (see submission info below)

Week of February 21, 2022: Committee Review of Submissions

Week of March 7, 2022: Interviews

Week of March 14, 2022: Contract Negotiations

March 21, 2022: Council Contract Review & Vote

March/ April 2022: Project Kick-off

December 31, 2022: Project Final Completion Date

Contact and Submission

Submittals should be directed to Andrew Bremseth, City Administrator, who will also serve as the Project Manager for this project.

Provide (3) three hard copies to the City Administrator by delivering them in person at 112 W. Washington Ave. Fergus Falls, MN 56537 **or** by mailing them to the same address.

Please also provide an electronic copy via email or flash drive to andrew.bremseth@ci.fergus-falls.mn.us
Both electronic and hard copy submittals are due on or before 4:30 PM on February 18, 2022.

Appendix

A version of this handout appeared at a December 20 joint meeting of the Fergus Falls City Council and Fergus Falls Port Authority and provides context for the RFQ.

What are we talking about?

Comprehensive Plan

"A comprehensive plan normally lays out a vision for the city's future land development and land use...once a plan is adopted, it guides local officials in making their day-to-day decisions and becomes a factor in their decision-making process."

League of Minnesota Cities Information Memo: Planning Commission Guide, III. Powers and duties of the planning commission, A. Preparing and recommending a comprehensive plan.

→ Strategic Framework

"Strategic planning focuses aspirations and aligns the community to fulfill them. Traditional municipal tools such as the comprehensive plan, land use plan, park and trail plan, transportation plan, capital improvement plan, human resources manual, financial policy guide, marketing plan or beautification plan are the implementation vehicles."

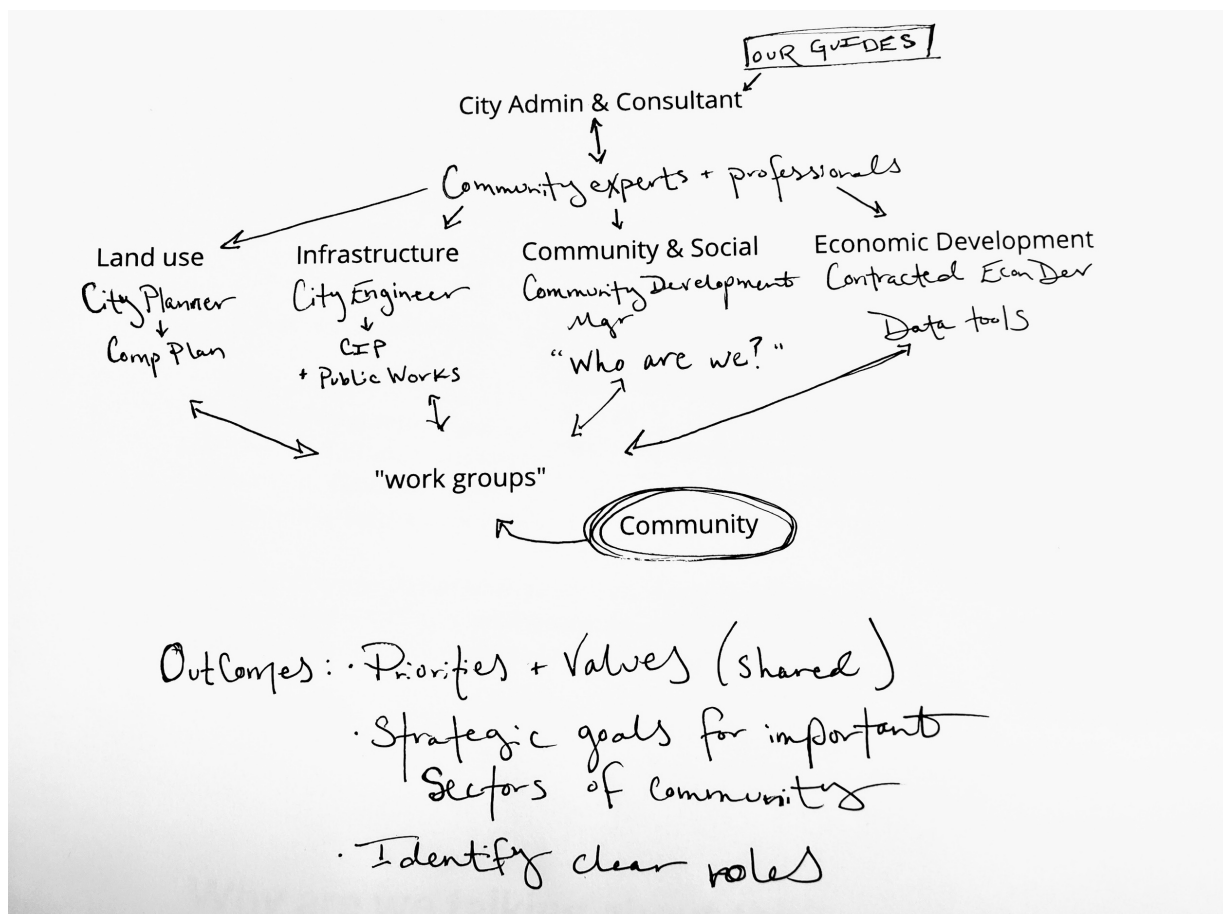
<https://www.stcharlesil.gov/sites/default/files/planning/comprehensive/distinctions-between-strategic-and-comprehensive-plans/strategicplancompplandistinctions.pdf>

Why are we talking about this?

A joint work session on October 18 led to good conversation and the realization amongst staff and elected officials that an opportunity exists to better articulate the goals and priorities of the City. Council has already identified the need for a Comprehensive Plan, the process for which will be undertaken through the Community Development Department under the direction of City Planner Karin Flom. State Statute and professional best practices guide the comprehensive planning process, but a strategic framework that expresses shared values and guiding principles and articulates strategic goals can bring creative perspective and energy specific to Fergus Falls to the planning process.

How do we do this?

Through staff, elected officials, and the community, under the guidance of a consultant.



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

ASCAP	09/15/21-09/14/22 LICENSE FEE	2.57
ARC DOCUMENT SOLUTIONS LLC	CANON/HP DESIGNJET MAINTENANCE	207.68
AT&T MOBILITY	DATA PLANS	49.70
AT&T MOBILITY	IPADS & CELL PHONE DATA	318.42
ADMINISTRATOR'S CONTINGENCY FD	JAN CHARGER & DATA TRANSFER	59.29
JESSICA AGUILAR	DECEMBER JANITORIAL SERVICES	540.00
SEAN ANDERSON	CLEANING WEEKS OF DEC 20-27	410.78
ANYTIME PLUMBING LLC	REPLACED FLUSH VALVE IN LOBBY	319.00
AUTO VALUE - FERGUS FALLS	DECEMBER WINTERIZE PUMPS	41.94
AUTO VALUE - FERGUS FALLS	JANUARY STATION SUPPLIES	19.99
BANKCARD CENTER	ALUM.SCOOP, PEAK-30, WD-40	162.89
BANKCARD CENTER	BERGREN UNIFORM PURCHASE	313.45
BANKCARD CENTER	BLDG OFFICIAL REG. J SCHUETZLE	405.00
BANKCARD CENTER	BRUSVEN UNIFORM PURCHASE	100.85
BANKCARD CENTER	BUILD.OFFICIAL REG. D. REGER	405.00
BANKCARD CENTER	CANVA PRO MEMBERSHIP	24.29
BANKCARD CENTER	CREATIVE CLOUD RENEWAL	52.99
BANKCARD CENTER	DEC APPLE LIGHTNING USB CABLE	49.44
BANKCARD CENTER	DEC BATTERIES, HANGING STRIPS	666.28
BANKCARD CENTER	DEC OTTERBOX & SCREEN SAVER	107.81
BANKCARD CENTER	DEC RETURN FUEL TRANSFER PUMP	264.99-
BANKCARD CENTER	DEC 8GB FIBER-CHANNEL 2 PORT	39.29
BANKCARD CENTER	DECEMBER AED PADS	465.36
BANKCARD CENTER	DECEMBER APPY PIE LLC	60.00
BANKCARD CENTER	DECEMBER CELL PHONE REPAIR	189.98
BANKCARD CENTER	DECEMBER DIESEL ADDITIVES	39.96
BANKCARD CENTER	DECEMBER FUEL METER, FUEL PUMP	569.98
BANKCARD CENTER	DECEMBER MAILBOX	47.17
BANKCARD CENTER	DECEMBER OPERATING SUPPLIES	12.12
BANKCARD CENTER	DECEMBER STATION SUPPLIES	56.74
BANKCARD CENTER	DECEMBER TO GEAR REPAIR	31.98

General

BANKCARD CENTER	DELTA SOLENOID	294.29
BANKCARD CENTER	DOUBLE SIDED TAPE	21.45
BANKCARD CENTER	ESTEP DMT REFRESHER CLASS FEE	75.00
BANKCARD CENTER	KITCHEN SUPPLIES	31.34
BANKCARD CENTER	KITZMAN DMT REFRESH FEE	75.00
BANKCARD CENTER	KITZMAN UNIFORM PURCHASE	117.50
BANKCARD CENTER	MATTER DMT REFRESH FEE	75.00
BANKCARD CENTER	MECH,PLUMBING,RADON COURSE	300.00
BANKCARD CENTER	MILLER UNIFORM PURCHASE	20.44
BANKCARD CENTER	MN STATE FIRE CHIEFS ASSN DUES	280.00
BANKCARD CENTER	MONTHLY ADOBE MEMBERSHIP	10.78
BANKCARD CENTER	MOULTRIE MONTHLY	9.99
BANKCARD CENTER	NAT'L VOLUNTEER FIRE COUNCIL	18.00
BANKCARD CENTER	NOVEMBER DAVE'S RETIREMENT	62.58
BANKCARD CENTER	PB LEASE	243.00
BANKCARD CENTER	REFUND ANNUAL CONFERENCE FEE	150.00-
BANKCARD CENTER	REFUND ANNUAL MEMBERSHIP FEE	30.00-
BANKCARD CENTER	RENNER UNIFORM PURCHASE	44.99
BANKCARD CENTER	SHOP WITH A HERO	2,589.22
BANKCARD CENTER	SHOP WITH A HERO GIFT CARDS	3,700.00
BANKCARD CENTER	SHOP WITH A HERO OVERAGE	43.36
BANKCARD CENTER	SHREDDER BAGS	28.48
BANKCARD CENTER	SILBERNAGEL DMT REFRESH FEE	75.00
BANKCARD CENTER	SILBERNAGEL UNIFORM PURCHASE	466.38
BANKCARD CENTER	TRAINING/L.TAYLOR	39.00
BANKCARD CENTER	TYPEWRITER RIBBON	42.05
BANKCARD CENTER	WEST UNIFORM PURCHASE	204.30
BANKCARD CENTER	WEST UNIFORM RETURN	171.95-
BANKCARD CENTER	YOUNG CLASS FEE	99.00
BEYER BODY SHOP, INC.	TOW CHEVY SILVERADO/22000669	250.00
BEYER BODY SHOP, INC.	TOW DODGE CALIBER/22000670	125.00
CENTURYLINK	JANUARY TELEPHONE EXPENSE	64.00
CHARTER COMMUNICATIONS	01/02-02/21/22 CABLE	40.18
CHARTER COMMUNICATIONS	01/04-02/03/22 CABLE	47.92
CLIMATE CONTROL INC	INSTALL HW VALVE	773.85
CLIMATE CONTROL INC	REPAIR AHU-S2 COOL WATER LINE	6,743.85
COMMISSIONER OF REVENUE	2021 DECEMBER SALES TAX	77,850.00
COOPERS TECHNOLOGY GROUP	DECEMBER/HANGING FOLDERS	18.09-
COOPERS TECHNOLOGY GROUP	JAN COPY PAPER, FASTENERS	22.74
COOPERS TECHNOLOGY GROUP	JAN FILE POCKETS, BINDER CLIPS	29.28
COOPERS TECHNOLOGY GROUP	JAN FOLDERS,MARKERS,NOTE PADS	45.78
DACOTAH PAPER CO	AA BATTERY INDUSTRIAL	62.82
DACOTAH PAPER CO	CAN LINER,TISSUE,CLNR PEROXY	690.90

General

DACOTAH PAPER CO	CLNR DISINF SCRUBBING BUBBLES	53.87
DACOTAH PAPER CO	CREDUT TOWEL BAR	25.92-
DACOTAH PAPER CO	DISP. TISSUE	77.08
DACOTAH PAPER CO	TISSUE, HOUSEHOLD TOWEL	85.98
DACOTAH PAPER CO	TISSUE, SCREEN, SANITIZER, BLEACH	615.26
DUO-SAFETY LADDER CORPORATION	DECEMBER E5 LADDER REPAIR	45.79
EQUIPMENT FUND	DEC FUEL CHARGES #3002	146.32
EQUIPMENT FUND	DEC FUEL CHARGES #3013	90.20
EQUIPMENT FUND	DEC FUEL CHARGES #3040	34.43
4M FUND	DEC 2021 SERVICE FEE	51.04
FASTENAL COMPANY	DEC M10WBPLT FLTR	188.14
FASTENAL COMPANY	DEC SIGN HARDWARE ORDER	42.45
FASTENAL COMPANY	MODEL 31 H6 EYEWEAR	106.98
FERGUS FALLS CONVENTION &	NOV 2021 LODGING TAX	9,875.86
FERGUS FALLS CONVENTION &	NOV 2021 LODGING TAX ADMIN	296.28-
GALLS LLC	FOREMAN UNIFORM PURCHASE	71.56
GALLS LLC	MATTSON RETURN UNIFORM	13.20-
GALLS LLC	MILLER UNIFORM PURCHASE	23.60
GENERAL FUND	DECEMBER LONG DISTANCE CHARGE	103.06-
GENERAL FUND	DECEMBER COPIER USE	262.18
GENERAL FUND	DECEMBER POSTAGE USE	317.33
GENERAL FUND	TRANSFER DECEMBER COPIER USE	471.04-
GENERAL FUND	TRANSFER DECEMBER POSTAGE USE	549.48-
GENERAL FUND	TRANSFER 2021 COPY PAPER	227.15-
GENERAL FUND	2021 COPY PAPER	53.90
GREAT PLAINS NATURAL GAS CO	DECEMBER NATURAL GAS EXPENSE	3,135.59
PAUL HAARSTAD EXCAVATING LLC	DEMO PROPERTY 1022 N CLEVELAND	3,380.00
HOME DEPOT CREDIT SERVICES	DEC MED STEEL MAILBOXES	68.88
HOME DEPOT CREDIT SERVICES	DEC SUPPLIES-10' WATER HOSE	19.98
HOME DEPOT CREDIT SERVICES	JANUARY MOUSE TRAPS	18.38
INNOVATIVE OFFICE SOLUTIONS	OFFICE SUPPLIES	246.57
JB ELECTRIC	FIX LIGHTS, BREAKERS, GARAGE	2,346.00
JB ELECTRIC	JAN WIRE IN FUEL PUMP ON UNLEA	333.00
KNUTSON LAWN SERVICE	SNOW REMOVAL AT 515 W SPRUCE	90.00
KNUTSON LAWN SERVICE	SNOW REMOVAL 1036 W LINCOLN	221.25
KNUTSON LAWN SERVICE	SNOW REMOVAL 530 W LINCOLN	131.25
LAKE REGION ELECTRIC COOP	DEC/SNOW REMOVAL/EQUIP BLDG	139.21
LAKE REGION ELECTRIC COOP	DECEMBER ELECTRICITY EXPENSE	2,067.77
LAKE REGION HEALTHCARE CORP	DEC PRE-EMPLOY DRUG SCREEN	75.00
LAKELAND MENTAL HEALTH CENTER	AUG/EMPLOYEE ASSIST-1153442	97.00
LOCATORS & SUPPLIES INC	NOV 36" SNOW PLOW SHOVEL	130.00
MII LIFE INCORPORATED	JANUARY ER HSA CONTRIBUTION	9,158.12
M-R SIGN COMPANY INC	DEC SIGN POST/BASES (STOCK)	806.28

General

M-R SIGN COMPANY INC	DEC 4" WHITE C DIE-CUTS	107.70
MARCO TECHNOLOGIES LLC	12/27/21-01/27/22 COPIER RENT	589.08
MN DEPT OF PUBLIC SAFETY	CJDN ACCESS FEE	390.00
MN TRANSPORTATION ALLIANCE INC	JAN 22-DEC 22 MEMBER RENEWAL	575.00
NEW HORIZONS ENERGY	DECEMBER PROPANE SRE BUILDING	895.65
NEW HORIZONS ENERGY	DECEMBER PROPANE/MAIN TERMINAL	1,795.65
NEW HORIZONS ENERGY	DECEMBER PROPANE/SRE BUILDING	756.70
NEW HORIZONS ENERGY	JANUARY PROPANE/MAIN TERMINAL	1,918.72
NEW HORIZONS ENERGY	JANUARY PROPANE/SRE BUILDING	1,014.67
NYCKLEMOE & ELLIG, P.A.	JANUARY PROSECUTING SERVICES	9,225.00
OTTER TAIL POWER COMPANY	DEC ELECTRIC/522 E HAMPDEN	13.47
OTTER TAIL POWER COMPANY	DECEMBER ELECTRICITY EXPENSE	31,576.98
OTTER TAIL POWER COMPANY	2022 RENTAL/PARKING SPACES	2,400.00
OTTER TAIL TELCOM	JAN. ADDITIONAL LISTING	10.00
OTTER TAIL TELCOM	JAN. TELEPHONE	16.58
OTTER TAIL TELCOM	JAN. TELEPHONE LINES	2,602.25
OTTER TAIL TELCOM	JANUARY TELEPHONE EXPENSE	756.30
WILLIAM PETERSEN	JANUARY JANITORIAL SERVICES	950.00
POLICE DEPT CONTINGENCY FUND	BERGREN FBINAA DUES	110.00
POLICE DEPT CONTINGENCY FUND	ELDIEN UNIFORM PURCHASE	349.31
POLICE DEPT CONTINGENCY FUND	ELEVATOR LICENSE	100.00
POLICE DEPT CONTINGENCY FUND	LIEN UNIFORM PURCHASE	174.05
POLICE DEPT CONTINGENCY FUND	MATTER UNIFORM PURCHASE	122.65
POLICE DEPT CONTINGENCY FUND	OPEN DOOR/DEATH SCENE 21043429	60.00
POLICE DEPT CONTINGENCY FUND	REGION IV CHIEFS ASSOC DUES	50.00
POLICE DEPT CONTINGENCY FUND	RENNER UNIFORM PURCHASE	400.00
POLICE DEPT CONTINGENCY FUND	SHIRKEY UNIFORM PURCHASE	344.25
POLICE DEPT CONTINGENCY FUND	WEST UNIFORM PURCHASE	251.78
POLICE DEPT PETTY CASH	TOBACCO COMPLIANCE CHECKS	72.92
PREMIER CARBIDE SAW & TOOL INC	SHIPPING	61.80
PREMIER CARBIDE SAW & TOOL INC	ZAMBONI BLADE SHARPENING	110.00
PUBLIC UTILITIES DEPARTMENT	DECEMBER PUBLIC UTILITIES	2,313.11
QUADIENT LEASING USA INC	11/02/21-02/21/22 LEASE PAYMT	145.41
SKY CREW SERVICES, LLC	FEBRUARY MANAGEMENT FEES	5,500.00
SPEE DEE DELIVERY SERVICE INC	DEC SHIPPING	32.07
SPEE DEE DELIVERY SERVICE INC	SHIPPING FEE	32.07
STENERSON BROTHERS LUMBER CO	CLEVELAND RINK FASCIA MATERIAL	18.52
STRATA CORPORATION	INSTALL EVP IN INTERSECTIONS	83,220.00
SUMMIT COMPANIES	NOV QUARTERLY ALARM MONITORING	105.00
TNC INDUSTRIES INC	DECEMBER PLYMOVENT REPAIR	210.39
VERIZON WIRELESS	AIR CARDS/CELL DEC 2-JAN 1	1,078.43
VERIZON WIRELESS	JANUARY CELL PHONE EXPENSE	40.01
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/01F0206C8	841,319.49-

General

WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/034286FP4	35,000.00-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/0882812S8	45,000.00-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/3133B0HR7	25,000.07-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/3133B0QD8	30,027.03-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/3140LYRH8	15,005.90-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/3140LYRN5	15,028.75-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/3140QMQ98	170,189.40-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/3620AUSK1	.01-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/3620A7UT0	4.36-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/576051ZR0	75,000.00-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/605581QT7	95,000.00-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/91282CDJ7	98,671.21-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/91282CDK4	150,203.33-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVESTMENTS - DEC	3,190,899.10
WIMACTEL INC	JANUARY TELEPHONE EXPENSE	132.00
	F U N D T O T A L	1,879,844.58

P.A. General

ATLAS OUTDOOR SERVICES LLC	JANUARY/CBHH SNOW/LAWN CARE	1,000.00
GENERAL FUND	DECEMBER LONG DISTANCE CHARGE	7.85
GENERAL FUND	DECEMBER COPIER USE	28.54
GENERAL FUND	DECEMBER POSTAGE USE	2.39
JOHNSON CONTROLS INC	MONTHLY MAINT -HVAC DEC	769.18
JOHNSON CONTROLS INC	RESET HEATING PUMPS AT CBHH	359.80
MII LIFE INCORPORATED	JANUARY ER HSA CONTRIBUTION	50.00
OTTER TAIL TELCOM	JAN. TELEPHONE LINES	6.49
UGSTAD PLUMBING, INC.	BOILER/GEN CK 12/07/21	85.00
UGSTAD PLUMBING, INC.	BOILER/GEN CK 12/14/21	85.00
UGSTAD PLUMBING, INC.	BOILER/GEN CK12/21/21 PLUS	127.50
UGSTAD PLUMBING, INC.	INSTALLED NEW HEAT PUMP	1,625.50
	F U N D T O T A L	4,147.25

Regional Treatment Center-City Operated

Regional Treatment Center-City Operated

BANKCARD CENTER	CUDDE BACK DIGITAL	20.00
OTTER TAIL POWER COMPANY	DECEMBER ELECTRICITY EXPENSE	225.46
	F U N D T O T A L	245.46

Public Library

ADMINISTRATOR'S CONTINGENCY FD	DECEMBER POSTAGE	156.00
ARAMARK UNIFORM SERVICES	BAR TOWELS	32.10
BAKER & TAYLOR INC	BOOKS	1,493.89
BAKER & TAYLOR INC	PROCESSING BOOKS	78.36
BANKCARD CENTER	DEC PLASTIC EGG SHAKERS BAG	69.99
BANKCARD CENTER	DECEMBER BOOKS	786.04
BANKCARD CENTER	DECEMBER DIGITAL MATERIALS	95.00
BANKCARD CENTER	DECEMBER DVD'S	1,080.74
BANKCARD CENTER	DECEMBER OPERATING SUPPLIES	1,425.74
BANKCARD CENTER	DECEMBER TONER CARTRIDGE	50.53
GENERAL FUND	DECEMBER LONG DISTANCE CHARGE	37.24
GREAT PLAINS NATURAL GAS CO	DECEMBER NATURAL GAS EXPENSE	103.22
HOOPLA	DIGITAL CONTENT	791.76
LEIGHTON BROADCASTING INC	RADIO ADS CHRISTMAS	390.00
MII LIFE INCORPORATED	JANUARY ER HSA CONTRIBUTION	1,437.50
OTTER TAIL LAKES COUNTRY ASSN	2022 AD	237.50
OTTER TAIL POWER COMPANY	DECEMBER ELECTRICITY EXPENSE	3,841.01
OTTER TAIL TELCOM	JAN. TELEPHONE LINES	71.41
OTTER TAIL TELCOM	JANUARY TELEPHONE EXPENSE	145.48
POPULAR SUBSCRIPTION SERVICE	MAGAZINE SUBSCRIPTION SERVICE	2,917.35
PUBLIC UTILITIES DEPARTMENT	DECEMBER PUBLIC UTILITIES	263.31
READ NATURALLY	READ NATURALLY SF LICENSE	1,794.00
US BANK EQUIPMENT FINANCE	12/21/21-01/21/22 COPIER LEASE	551.70
VIKING LIBRARY SYSTEM	PATRON BAR CODES	84.50
	F U N D T O T A L	17,934.37

Bigwood Event Center

COMMISSIONER OF REVENUE	DECEMBER SALES TAX	201.85
-------------------------	--------------------	--------

Bigwood Event Center

LHR HOSPITALITY MANAGEMENT	DECEMBER 2021 INDEED JOB POST	500.00
LHR HOSPITALITY MANAGEMENT	DECEMBER 2021 MANAGEMENT FEES	5,000.00
LHR HOSPITALITY MANAGEMENT	DECEMBER 2021 TRAVEL/MEALS	540.35
OTTER TAIL POWER COMPANY	DECEMBER ELECTRICITY EXPENSE	2,148.93
OTTER TAIL TELCOM	JAN. INTERNET ACCESS	163.59
OTTER TAIL TELCOM	JAN. TELEPHONE LINES	6.49
PUBLIC UTILITIES DEPARTMENT	DECEMBER PUBLIC UTILITIES	331.44
SHERWIN WILLIAMS CO	NOVEMBER/ORANGE PEEL WB 200Z	22.97
	F U N D T O T A L	8,915.62

T.I. #4-11 H9, LLC

H9 LLC	SEMI-ANNUAL PAYMENT/INTEREST	8,191.25
H9 LLC	SEMI-ANNUAL PAYMENT/PRINCIPAL	4,929.51
	F U N D T O T A L	13,120.76

T.I. #IV-12 Aura Fabricators

AURA CAPITAL LLC	FINAL PAYMENT/INTEREST	203.85
AURA CAPITAL LLC	FINAL PAYMENT/PRINCIPAL	8,153.85
	F U N D T O T A L	8,357.70

MIF/Small Cities Grant

GENERAL FUND	DECEMBER COPIER USE	3.50
GENERAL FUND	DECEMBER POSTAGE USE	.93
	F U N D T O T A L	4.43

IRP Revolving Loan

IRP Revolving Loan

GENERAL FUND	DECEMBER COPIER USE	5.76
	F U N D T O T A L	5.76

Small Cities Development Program

FERGUS FALLS HRA	CDAP-18-0049-O-FY19 #6	62,740.55
	F U N D T O T A L	62,740.55

CDBG/HUD Revolving Loan

ADMINISTRATOR'S CONTINGENCY FD	MORTGAGE TAX/DOUBLETREE	149.00
ADMINISTRATOR'S CONTINGENCY FD	MORTGAGE TAX/ENDURANCE LLC	57.50
ADMINISTRATOR'S CONTINGENCY FD	REGISTRATION TAX/DOUBLETREE	46.00
ADMINISTRATOR'S CONTINGENCY FD	REGISTRATION TAX/ENDURANCE LLC	46.00
GENERAL FUND	DECEMBER COPIER USE	30.68
GENERAL FUND	DECEMBER POSTAGE USE	3.25
OTTER ELECTRIC LLC	ELECTRIC/507 S SHERIDAN #950	2,891.90
ROOF 1 RBR INC	205 W LINCOLN/ROOF REPAIR-#504	20,420.00
	F U N D T O T A L	23,644.33

P.I.R. Bond and Interest 2019B

NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/INTEREST	15,250.00
NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/PRINCIPAL	40,000.00
	F U N D T O T A L	55,250.00

Port Authority Bonds, Series 2019A

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

BARRY CONST OF FERGUS FALLS	PAY APP NO. 1 NP PARK	20,625.77
BOLTON & MENK INC	PROF SERVICES	145.00
BRAUN INTERTEC CORPORATION	PROF SERVICES THROUGH 12/10/21	2,363.55
BRAUN INTERTEC CORPORATION	PROF SERVICES/ADDT'L,LEGAL	2,521.50
CHAMPION COATINGS INC	PAY APP. NO. 1	368,712.01
HOISINGTON KOEGLER GROUP INC	DEC GLACIAL EDGE TRAIL -2021	362.50
HOUSTON ENGINEERING INC	PROF SERV AND WELL SAMPLING	138.50
INTERSTATE ENGINEERING INC.	PROF SERV 10/10/21 TO 12/18/21	6,524.00
INTERSTATE ENGINEERING INC.	SERV 11/14/21-12/18/21 FOR ISD	550.00
INTERSTATE ENGINEERING INC.	SERVICES 11/23/21 TO 12/4/21	3,498.00
MOORE ENGINEERING INC	PROF SERVICES	487.50
MOORE ENGINEERING INC	PROF SERVICES NP PARK	9,515.00
MOORE ENGINEERING INC	PROFESSIONAL SERVICES	7,917.50
NORTHLAND TRUST SERVICES, INC.	BOND PAYMENT AGENT FEES	750.00
TAFT STETTINIUS HOLLISTER LLP	CARLETON CONTRACT DISPUTE	24,043.46
	F U N D T O T A L	448,154.29

Liquor Store

THE AMERICAN BOTTLING COMPANY	JANUARY/MIX	178.70
ARTISAN BEER COMPANY	JANUARY/BEER	2,893.00
BANKCARD CENTER	DECEMBER AED PADS	268.00
BANKCARD CENTER	DECEMBER B-AIR VP-25/FANS	235.17
BANKCARD CENTER	DECEMBER MOOD PANDORA	58.12
BANKCARD CENTER	DECEMBER TAGS FOR SHELVES	276.45
BANKCARD CENTER	DECEMBER/FREIGHT	82.55
BANKCARD CENTER	DECEMBER/LIQUOR	414.00
BANKCARD CENTER	DECEMBER/MISC PURCHASES	952.78
BANKCARD CENTER	DECEMBER/MIX	31.50
BANKCARD CENTER	NOVEMBER LIQUOR STORE SUPPLIES	97.04

Liquor Store

BELLBOY CORPORATION	JANUARY/LIQUOR	2,114.00
BEVERAGE WHOLESALERS INC	DECEMBER/BEER	15,530.15
BEVERAGE WHOLESALERS INC	DECEMBER/MIX	30.40
BEVERAGE WHOLESALERS INC	JANUARY/BEER	22,063.55
BEVERAGE WHOLESALERS INC	JANUARY/MIX	43.20
BRAUN VENDING INC	JANUARY WATER COOLER RENT	16.00
BREAKTHRU BEVERAGE MINNESOTA	DECEMBER/FREIGHT	245.83
BREAKTHRU BEVERAGE MINNESOTA	DECEMBER/LIQUOR	15,187.31
BREAKTHRU BEVERAGE MINNESOTA	DECEMBER/MIX	233.66
BREAKTHRU BEVERAGE MINNESOTA	DECEMBER/WINE	3,129.03
BREAKTHRU BEVERAGE MINNESOTA	JANUARY/FREIGHT	124.95
BREAKTHRU BEVERAGE MINNESOTA	JANUARY/LIQUOR	5,713.68
BREAKTHRU BEVERAGE MINNESOTA	JANUARY/MIX	229.54
BREAKTHRU BEVERAGE MINNESOTA	JANUARY/WINE	1,143.37
CAYAN	DECEMBER 2021 CR CD FEES	14,215.84
VIKING COCA-COLA BOTTLING CO	JANUARY/MIX	159.80
COMMISSIONER OF REVENUE	DECEMBER SALES TAX	284.31
COOPERS TECHNOLOGY GROUP	JAN COPY PAPER, FASTENERS	10.90
COOPERS TECHNOLOGY GROUP	JAN FILE POCKETS, BINDER CLIPS	14.04
COOPERS TECHNOLOGY GROUP	JAN FOLDERS, MARKERS, NOTE PADS	21.96
D-S BEVERAGES, INC.	DECEMBER/BEER	6,351.91
D-S BEVERAGES, INC.	DECEMBER/MIX	102.00
D-S BEVERAGES, INC.	JANUARY/BEER	22,246.89
D-S BEVERAGES, INC.	JANUARY/MIX	417.10
DACOTAH PAPER CO	DECEMBER STRAIGHT SQUEEGEE	103.36
DACOTAH PAPER CO	DECEMBER/ROLL THERMAL, BAGS	218.82
DACOTAH PAPER CO	DECEMBER/SUPPLIES-BAGS	128.67
DACOTAH PAPER CO	JAN SQUEEGEE	91.25
DACOTAH PAPER CO	JANUARY/SUPPLIES-BAGS	73.38-
DACOTAH PAPER CO	SCCRUBBER AUTO 17" W/PDRIVER	4,000.00
FERGUS BREWING COMPANY LLC	JANUARY/BEER	259.20
GENERAL FUND	DECEMBER LONG DISTANCE CHARGE	2.39
GENERAL FUND	2021 COPY PAPER	77.00
GREAT PLAINS NATURAL GAS CO	DECEMBER NATURAL GAS EXPENSE	606.34
INDIGO SIGNWORKS, INC	DEC SECURE DOOR ON PYLON SIGN	230.90
JB ELECTRIC	DEC MOVE OUTLETS BY ATM, DOOR	253.00
JACKSON FAMILY TRUCKING LLC	DECEMBER/FREIGHT	40.00
JACKSON FAMILY TRUCKING LLC	JANUARY/FREIGHT	40.00
JOHNSON BROTHERS LIQUOR CO	DECEMBER/FREIGHT	793.52
JOHNSON BROTHERS LIQUOR CO	DECEMBER/LIQUOR	44,566.55
JOHNSON BROTHERS LIQUOR CO	DECEMBER/WINE	5,395.39
JOHNSON BROTHERS LIQUOR CO	JANUARY/FREIGHT	200.07
JOHNSON BROTHERS LIQUOR CO	JANUARY/LIQUOR	2,527.35

Liquor Store

JOHNSON BROTHERS LIQUOR CO	JANUARY/MIX	112.00
JOHNSON BROTHERS LIQUOR CO	JANUARY/WINE	4,615.61
JUNKYARD BREWING COMPANY, LLC	JANUARY/BEER	308.00
LIQUOR STORE	RECEIPT JANUARY RENT	358.00-
MII LIFE INCORPORATED	JANUARY ER HSA CONTRIBUTION	1,143.75
THE MCKINNON COMPANY INC	DECEMBER/MIX-RED BULL	71.80
OTTER TAIL POWER COMPANY	DECEMBER ELECTRICITY EXPENSE	3,170.55
OTTER TAIL TELCOM	JAN. TELEPHONE LINES	74.92
OTTER TAIL TELCOM	JANUARY TELEPHONE EXPENSE	292.95
PHILLIPS WINE AND SPIRITS CO	DECEMBER/FREIGHT	26.09
PHILLIPS WINE AND SPIRITS CO	DECEMBER/LIQUOR	1,587.58
PHILLIPS WINE AND SPIRITS CO	DECEMBER/WINE	345.51
PHILLIPS WINE AND SPIRITS CO	JANUARY/FREIGHT	141.17
PHILLIPS WINE AND SPIRITS CO	JANUARY/LIQUOR	6,539.21
PHILLIPS WINE AND SPIRITS CO	JANUARY/MIX	167.28
PHILLIPS WINE AND SPIRITS CO	JANUARY/WINE	1,409.50
PUBLIC UTILITIES DEPARTMENT	DECEMBER PUBLIC UTILITIES	410.77
ROLLING FORKS VINEYARDS LLC	DECEMBER/WINE	895.68
SIGNATURE HOME TECHNOLOGIES	JAN, FEB, MAR MONITOR SERVICE	73.74
SMALL LOT WINE	DECEMBER/FREIGHT	18.00
SMALL LOT WINE	DECEMBER/WINE	3,112.32
SMALL LOT WINE	JANUARY/FREIGHT	18.00
SMALL LOT WINE	JANUARY/WINE	816.00
SOUTHERN GLAZER'S OF MN	JANUARY/FREIGHT	457.41
SOUTHERN GLAZER'S OF MN	JANUARY/LIQUOR	21,402.98
SOUTHERN GLAZER'S OF MN	JANUARY/MIX	115.00
SOUTHERN GLAZER'S OF MN	JANUARY/WINE	5,576.80
TOTAL REGISTER SYSTEMS	FTP MONTHLY SERVICE	32.36
	F U N D T O T A L	227,154.14

Refuse Disposal

BANKCARD CENTER	DECEMBER GREASE GUN KIT	229.00
COMMISSIONER OF REVENUE	DECEMBER SALES TAX	1.22
COMMISSIONER OF REVENUE	2021 DECEMBER SWMT	27,452.00
COOPERS TECHNOLOGY GROUP	JAN COPY PAPER, FASTENERS	7.47
COOPERS TECHNOLOGY GROUP	JAN FILE POCKETS, BINDER CLIPS	9.62
COOPERS TECHNOLOGY GROUP	JAN FOLDERS, MARKERS, NOTE PADS	15.04
CITY OF FERGUS FALLS	INVOICE #35366 WASTE MGMT	6,451.54

Refuse Disposal

GENERAL FUND	DECEMBER LONG DISTANCE CHARGE	1.25
GENERAL FUND	2021 COPY PAPER	38.50
HOUSTON ENGINEERING INC	2021 FALL GW SW 184 MONIT.TEST	2,057.33
HOUSTON ENGINEERING INC	2021 FALL GW SW-184 PROF SERV	5,939.00
HOUSTON ENGINEERING INC	2021 FALL GW SW-572 MONIT TEST	1,290.14
LIBERTY TIRE SERVICES LLC	DEC TIRE RECYCLING	780.00
MII LIFE INCORPORATED	JANUARY ER HSA CONTRIBUTION	1,608.13
MARCO TECHNOLOGIES LLC	12/27/21-01/27/22 COPIER RENT	129.21
NEW HORIZONS ENERGY	JANUARY PROPANE	2,067.42
OTTER TAIL POWER COMPANY	DECEMBER ELECTRICITY EXPENSE	186.19
OTTER TAIL TELCOM	JAN. TELEPHONE LINES	25.97
OTTER TAIL TELCOM	JANUARY TELEPHONE EXPENSE	142.29
OVERHEAD DOOR CO	DEC EYES NOT WORKING N DOOR	50.00
PUBLIC UTILITIES DEPARTMENT	DECEMBER PUBLIC UTILITIES	1,615.96
QUADIENT LEASING USA INC	11/02/21-02/21/22 LEASE PAYMT	48.46
REVTRAK INC	DECEMBER 2021 CR CD FEES	2,296.27
WASTEWATER TREATMENT FUND	DEC ASH CELL LEACHATE	415.80
WASTEWATER TREATMENT FUND	DEC DEMO CELL LEACHATE	371.25
	F U N D T O T A L	53,229.06

Sewage Treatment

BANKCARD CENTER	DEC ANITFREEZE,DE-ICER	25.95
BANKCARD CENTER	DEC BRAKE FLUID	6.99
BANKCARD CENTER	DEC DICKSON CHART,CIRCULAR	396.66
BANKCARD CENTER	DEC ELEC TAPE,IMPACT SOCKETS	156.85
BANKCARD CENTER	DEC WET/DRY VAC	69.00
BANKCARD CENTER	DECEMBER DETECTION DYE	25.72
BILL'S VIDEO & TV SERVICE INC	DEC CAMERA RUBBER FINGER SLIDE	121.00
CARTER PUMP LLC	JAN MANIFOLD, GASKETS	941.24
CENTURYLINK	JANUARY TELEPHONE EXPENSE	64.00
COOPERS TECHNOLOGY GROUP	JAN COPY PAPER, FASTENERS	12.07
COOPERS TECHNOLOGY GROUP	JAN FILE POCKETS, BINDER CLIPS	15.54
COOPERS TECHNOLOGY GROUP	JAN FOLDERS,MARKERS,NOTE PADS	24.31
DACOTAH PAPER CO	JAN BRUSH FOR EZ MOP SCRUB	102.20
FASTENAL COMPANY	JAN S/S HCS PARTS	225.01
FASTENAL COMPANY	JAN S/S HCS 5/8-11X5	174.23
GENERAL FUND	DECEMBER LONG DISTANCE CHARGE	12.07
GENERAL FUND	DECEMBER POSTAGE USE	1.56

Sewage Treatment

GOPHER STATE ONE CALL	DEC BILLABLE TICKETS	19.35
LAKE REGION ELECTRIC COOP	DECEMBER ELECTRICITY EXPENSE	186.74
MII LIFE INCORPORATED	JANUARY ER HSA CONTRIBUTION	1,235.63
MARCO TECHNOLOGIES LLC	12/27/21-01/27/22 COPIER RENT	129.22
MCMASTER-CARR SUPPLY CO	JAN HIGH PRESSURE VALVE	406.85
MCMASTER-CARR SUPPLY CO	JAN VALVE,SS PIPES	463.47
OTTER TAIL POWER COMPANY	DECEMBER ELECTRICITY EXPENSE	7,638.28
OTTER TAIL TELCOM	JAN. TELEPHONE LINES	25.97
OTTER TAIL TELCOM	JANUARY TELEPHONE EXPENSE	138.16
PUBLIC UTILITIES DEPARTMENT	DECEMBER PUBLIC UTILITIES	963.63
QUADIANT LEASING USA INC	11/02/21-02/21/22 LEASE PAYMT	48.46
RMB ENVIRONMENTAL LABORATORIES	DEC ANALYSIS	308.00
RMB ENVIRONMENTAL LABORATORIES	DECEMBER ANALYSIS	92.00
RMB ENVIRONMENTAL LABORATORIES	JAN ANALYSIS	660.00
REVTRAK INC	DECEMBER 2021 CR CD FEES	2,296.27
NEIL SLETTEN	2022 SAFETY BOOT REIMBURSEMENT	248.10
SPEE DEE DELIVERY SERVICE INC	DEC SHIPPING	83.62
WASTEWATER TREATMENT FUND	RECEIPT TO DEC LEACHATE	415.80-
WASTEWATER TREATMENT FUND	RECEIPT TO DEC. LEACHATE	371.25-
	F U N D T O T A L	16,531.10

Water

ADMINISTRATOR'S CONTINGENCY FD	DEC CASH SHORT UTILITY DRAWER	48.27
ADMINISTRATOR'S CONTINGENCY FD	JAN CERTIFICATION SPLIT CHECK	37.20
ADMINISTRATOR'S CONTINGENCY FD	JANUARY CERTIFICATION RECALL	914.57
ADMINISTRATOR'S CONTINGENCY FD	JANUARY UTILITIES REFUND	35.77
BANKCARD CENTER	DEC POLYETHYLENE WATER CAN	48.98
BANKCARD CENTER	DEC 2 PK RIBBON CARTRIDGE	14.99
BANKCARD CENTER	DECEMBER DETECTION DYE	25.72
BANKCARD CENTER	REFUND ANNUAL MEMBERSHIP FEE	30.00-
CENTURYLINK	JANUARY TELEPHONE EXPENSE	186.00
COOPERS TECHNOLOGY GROUP	DECEMBER FLOOR MATS	209.85
COOPERS TECHNOLOGY GROUP	JAN COPY PAPER, FASTENERS	10.93
COOPERS TECHNOLOGY GROUP	JAN DESK PAD	22.50
COOPERS TECHNOLOGY GROUP	JAN FILE POCKETS, BINDER CLIPS	14.08
COOPERS TECHNOLOGY GROUP	JAN FOLDERS,MARKERS,NOTE PADS	22.02
ETHANOL PRODUCTS, LLC	JAN C02	1,448.88
ETHANOL PRODUCTS, LLC	OCT C02	1,909.04

Water

CITY OF FERGUS FALLS	INVOICE #35366 WASTE MGMT	1,548.56
GENERAL FUND	DECEMBER LONG DISTANCE CHARGE	6.73
GENERAL FUND	DECEMBER COPIER USE	116.94
GENERAL FUND	DECEMBER POSTAGE USE	172.34
GOIN' POSTAL FERGUS FALLS	JAN SHIPPING	68.68
GOPHER STATE ONE CALL	DEC BILLABLE TICKETS	19.35
GRAYMONT (WI) LLC.	DEC HIGH CALCIUM QUICKLIME	5,214.89
HAWKINS INC	DEC ACTIVATED CARBON	789.34
HOME DEPOT CREDIT SERVICES	DEC 1.5" COUPLING (TRAVIS)	18.96
MII LIFE INCORPORATED	JANUARY ER HSA CONTRIBUTION	988.13
MARCO TECHNOLOGIES LLC	12/27/21-01/27/22 COPIER RENT	129.21
NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/INTEREST	28,125.00
NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/PRINCIPAL	80,000.00
OTTER TAIL POWER COMPANY	DECEMBER ELECTRICITY EXPENSE	5,966.20
OTTER TAIL TELCOM	JAN. TELEPHONE LINES	25.97
OTTER TAIL TELCOM	JANUARY TELEPHONE EXPENSE	163.57
PUBLIC UTILITIES DEPARTMENT	DECEMBER PUBLIC UTILITIES	166.93
QUADIENT LEASING USA INC	11/02/21-02/21/22 LEASE PAYMT	48.46
RMB ENVIRONMENTAL LABORATORIES	JAN GSR REHAB PROJ. 2 OF 2	15.00
RMB ENVIRONMENTAL LABORATORIES	RESERVOIR REHAB PROJ. 1 OF 2	15.00
REVTRAK INC	DECEMBER 2021 CR CD FEES	2,296.27
SHERWIN WILLIAMS CO	DEC PAINT/SUPPLIES WTP CHAD	507.90
USA BLUEBOOK	DEC HR SAMPLE CELLS	62.15
VERIZON WIRELESS	JANUARY CELL PHONE EXPENSE	89.16
	F U N D T O T A L	131,473.54

Storm Water

GOPHER STATE ONE CALL	DEC BILLABLE TICKETS	19.35
NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/INTEREST	12,075.00
NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/PRINCIPAL	35,000.00
OTTER TAIL POWER COMPANY	DECEMBER ELECTRICITY EXPENSE	101.24
	F U N D T O T A L	47,195.59

Equipment

Equipment

A-1 LOCK & KEY LLC	DEC PARKS SHOP DOOR LEVERS	364.00
AUTO VALUE - FERGUS FALLS	DEC AIR FILTER UNIT 240	33.25
AUTO VALUE - FERGUS FALLS	DEC BLACK DIAMOND BLASTING COM	19.99
AUTO VALUE - FERGUS FALLS	DEC DIESEL 911 ADDITIVE	39.95
AUTO VALUE - FERGUS FALLS	DEC FEMALE HYD FITTING U-299	18.58
AUTO VALUE - FERGUS FALLS	DEC HOWES ANTI GEL	43.98
AUTO VALUE - FERGUS FALLS	DEC MALE HYD FITTINGS (STK)	13.78
AUTO VALUE - FERGUS FALLS	DEC PLOW GUIDES/MARKERS	49.98
AUTO VALUE - FERGUS FALLS	DEC QUICK COUPLER (SHOP)	6.99
AUTO VALUE - FERGUS FALLS	DEC QUICK COUPLERS (SHOP)	27.96
AUTO VALUE - FERGUS FALLS	DEC STOCK OIL FILTER	3.66
AUTO VALUE - FERGUS FALLS	JAN ANAEROBIC SEALER (SHOP)	14.99
AUTO VALUE - FERGUS FALLS	JAN CAT GRADER WIPER BLADE STK	10.99
AUTO VALUE - FERGUS FALLS	JAN FUEL FILTERS (STOCK)	26.14
AUTO VALUE - FERGUS FALLS	JAN HOWES ANTI-GEL	65.94
AUTO VALUE - FERGUS FALLS	JAN MALE HYD FITTING UNIT 283	24.38
AUTO VALUE - FERGUS FALLS	JAN SIDE TURN SIGNAL	8.99
AUTO VALUE - FERGUS FALLS	JAN SIDE TURN SIGNAL LIGHTS	14.98
AUTO VALUE - FERGUS FALLS	JAN STOCK FILTERS	106.09
AUTO VALUE - FERGUS FALLS	JAN 5/16" TAP F DRILL (SHOP)	10.99
BANKCARD CENTER	DECEMBER AED PADS	134.00
BANKCARD CENTER	DECEMBER AUTO SLACK WRENCH	32.12
BANKCARD CENTER	DECEMBER DIAPHRAGM PUMP 12V DC	129.99
BANKCARD CENTER	DECEMBER FITTING	10.45
BANKCARD CENTER	DECEMBER FITTING, SHOE ASSEMBL	139.35
BANKCARD CENTER	DECEMBER FUEL NOZZLE	74.99
BANKCARD CENTER	DECEMBER LEVELING KIT	115.01
BANKCARD CENTER	DECEMBER PARTS-FRONT MAGNETS	62.10
BANKCARD CENTER	DECEMBER SHEAR PINS	6.95
BANKCARD CENTER	DECEMBER SHEET METAL SCRIBE	16.99
BANKCARD CENTER	DECEMBER TOWING HARNESS	46.98
BANKCARD CENTER	WIPER BLADES	4.98
BANKCARD CENTER	2068 GAS	80.98
BANKCARD CENTER	2094 PREMIUM GAS	155.89
BANKCARD CENTER	2098 DECALS	381.00
BANKCARD CENTER	2100 DECALS	381.00
CENTURYLINK	JANUARY TELEPHONE EXPENSE	194.00
COMMISSIONER OF REVENUE	2021 DECEMBER SPECIAL FUEL TAX	3,370.98
COMMISSIONER OF REVENUE	DECEMBER SALES TAX	66.62
COOPERS TECHNOLOGY GROUP	JAN COPY PAPER, FASTENERS	6.11
COOPERS TECHNOLOGY GROUP	JAN FILE POCKETS, BINDER CLIPS	7.87
COOPERS TECHNOLOGY GROUP	JAN FOLDERS, MARKERS, NOTE PADS	12.31
COSSETTE ELECTRIC LLC	DEC CITY GARAGE EXIT LIGHT/ADD	265.96

Equipment

EQUIPMENT FUND	DEC FUEL USAGE	270.95-
FARGO FREIGHTLINER	DEC FREIGHTLINER RADIATOR STK	745.00
FARGO FREIGHTLINER	JAN BLOWER MOTOR/HARNESS U-242	135.76
FARGO FREIGHTLINER	JAN DEF TANK FILL CAP U-211	30.38
JOHN DEERE FINANCIAL	DEC ROLLER CHAIN/LINK U-627	93.44
JOHN DEERE FINANCIAL	JAN AIR FILTER UNIT 280	38.53
JOHN DEERE FINANCIAL	JAN BROOM PARTS UNIT 955	1,059.92
JOHN DEERE FINANCIAL	JAN DEF FLUID	110.00
JOHN DEERE FINANCIAL	JAN RH MIRROR UNIT 299	164.00
FASTENAL COMPANY	DEC PLOW BOLTS/SHEAR BOLTS	88.71
FASTENAL COMPANY	JAN PLOW BOLTS/NUTS STOCK ORDE	56.78
GENERAL FUND	DECEMBER LONG DISTANCE CHARGE	24.68
GENERAL FUND	2021 COPY PAPER	38.50
NAPA AUTO PARTS - FERGUS FALLS	JAN HYD COUPLINGS UNIT 283	57.32
NAPA AUTO PARTS - FERGUS FALLS	JAN IGN SWITCH/LAMP/RINGS UNIT	30.43
GREAT PLAINS NATURAL GAS CO	DECEMBER NATURAL GAS EXPENSE	3,114.63
HOME DEPOT CREDIT SERVICES	DEC 1/2" BRASS SPRING CHECK VA	17.70
INTERSTATE BATTERY SYSTEM	DEC STOCK BATTERIES 78/65	241.90
LITTLE FALLS MACHINE INC	DEC MALE WING BRACE UNIT 299	112.99
LITTLE FALLS MACHINE INC	JAN FEMALE WING BRACE/EAR U299	202.55
LAWSON PRODUCTS INC	DEC AEROSOL OPEN&SHUT (SHOP)	56.28
LITTLE FALLS MACHINE INC.	JAN CYL SEAL KIT UNIT 294	144.91
MII LIFE INCORPORATED	JANUARY ER HSA CONTRIBUTION	566.24
MTI DISTRIBUTING INC	DEC LCD DISPLAY SCREEN U-958	546.61
MARCO TECHNOLOGIES LLC	12/27/21-01/27/22 COPIER RENT	118.74
MEKALSON HYDRAULICS INC	DEC DIAG WALKING FLOOR INOP	621.04
MEKALSON HYDRAULICS INC	DEC REPAIR PATCH MACHINE U-483	847.42
MINNESOTA MOTOR COMPANY	DECEMBER CAR WASHES	5.00
MOTION INDUSTRIES INC	DEC FLANGE BEARING UNIT 215	86.18
MOTION INDUSTRIES INC	DEC 4 BOLT FLANGE UNIT 215	76.71
MOTOROLA SOLUTIONS INC	2098 AND 2100 RADIOS	9,226.50
NARDINI FIRE EQUIPMENT CO INC	DEC ANNUAL FIRE MONITORING FEE	350.00
NELSON AUTO CENTER	JAN MOTORCRAFT OIL FILTERS	77.40
NELSON AUTO CENTER	2097 PROGRAM KEYS	39.95
NEW HORIZONS ENERGY	JAN WINTERMASTER DYED DIESEL	11,296.00
NORTH CENTRAL INTERNATIONAL	DEC DEF QUALITY SENSOR/SOLENOI	295.15
NORTH CENTRAL INTERNATIONAL	DEC FUEL TANK STRAP BOLT/END	217.88
NORTH CENTRAL INTERNATIONAL	DEC TEMP SENSOR/STATS/WINTER F	464.55
OLSON OIL COMPANY INC	DEC #1 RED DIESEL -- LANDFILL	1,306.50
OLSON OIL COMPANY INC	DEC #2 RED DIESEL/ADDITIVE LAN	1,276.50
OLSON OIL COMPANY INC	DEC NON OXYGENATED FUEL JASON	73.76
OLSON OIL COMPANY INC	JAN #1 DYED DIESEL UNIT 3042	47.05
JARED OLSON	2021 SAFETY BOOT REIMBURSEMENT	125.00

Equipment

OLYMPIC SALES	DEC NEW WAY ARM PUCK STOCK ORD	653.52
OLYMPIC SALES	DEC NEW WAY HYD FILTERS	456.94
OTTER TAIL POWER COMPANY	DECEMBER ELECTRICITY EXPENSE	2,130.63
OTTER TAIL TELCOM	JAN. TELEPHONE LINES	58.43
OTTER TAIL TELCOM	JANUARY TELEPHONE EXPENSE	35.57
POLICE DEPT CONTINGENCY FUND	2092 CHIP REPAIR	50.00
PUBLIC UTILITIES DEPARTMENT	DECEMBER PUBLIC UTILITIES	670.20
SANITATION PRODUCTS INC	DEC COUPLER/VALVE UNIT 262	250.68
SANITATION PRODUCTS INC	DEC 1/2" MALE COUPLER UNIT 262	39.64
WALLWORK TRUCK CENTER F.F.	DEC BRAKE SHOE KITS/DRUMS U275	494.28
WALLWORK TRUCK CENTER F.F.	JAN PRESS PROTECT VALVE U242	66.85
WALLWORK TRUCK CENTER F.F.	JAN PRESS PROTECTION VALVE	22.65
WALLWORK TRUCK CENTER F.F.	JAN REMAN SHOE KIT U-275	86.29
WALLWORK TRUCK CENTER F.F.	JAN SLACK ADJ/CLEVIS UNIT 275	104.26
WALLWORK TRUCK CENTER F.F.	JAN WABCO AIR DRYER ASSY	119.99
WALLWORK TRUCK CENTER F.F.	JAN 1/2" DOT AIR LINE TEE U242	15.55
ZIEGLER INC.	DEC A/C COMPRESSOR/BELT U-294	868.49
ZIEGLER INC.	JAN 4" PLOW BOLTS	14.58
	F U N D T O T A L	46,698.43

Employees Insurance

ADMINISTRATOR'S CONTINGENCY FD	JAN REIMBURSE HEALTH INSURANCE	100.64
	F U N D T O T A L	100.64

Flexible Benefit Agency

MII LIFE INCORPORATED	2021 FLEX PLAN REIMB	3,581.21
MII LIFE INCORPORATED	2022 FLEX PLAN REIMB	32.38
	F U N D T O T A L	3,613.59

PEG Access

PEG Access

BANKCARD CENTER	5 YEAR WEB NETWORK SOLUTIONS	685.00
CHARTER COMMUNICATIONS	12/26/21-01/25/22 CABLE	8.89
COMMISSIONER OF REVENUE	2021 SALES TAX	58.00
DAILY JOURNAL	DECEMBER/KIDS SCOOP-FFSP FFSS	96.00
LIQUOR STORE	JANUARY RENT	358.00
OTTER TAIL POWER COMPANY	DECEMBER ELECTRICITY EXPENSE	99.11
OTTER TAIL TELCOM	JANUARY TELEPHONE EXPENSE	221.07
	F U N D T O T A L	1,526.07

Business Development for Fergus Falls

AMP INSURANCE	2022 PD&O COVERAGE	1,260.00
	F U N D T O T A L	1,260.00

Fergus Falls Convention and Visitor's Bureau, Inc.

BANKCARD CENTER	DEC BOARD MEMBER RECOGNITION	135.92
BANKCARD CENTER	DEC SUBSCRIP FOR CANVA PRO	119.40
BANKCARD CENTER	DECEMBER BOARD LUNCH	95.45
BANKCARD CENTER	DECEMBER BOARD MEETING EXPENSE	73.41
BANKCARD CENTER	DECEMBER EXPLORE MN REGISTRATI	99.00
BANKCARD CENTER	DECEMBER LODGING	231.34
BANKCARD CENTER	DECEMBER ZOOM.US	16.16
BANKCARD CENTER	NOVEMBER FACEBOOK ADS	21.54
COMMISSIONER OF REVENUE	2021 SALES TAX	343.00
FERGUS FALLS CONVENTION &	NOV 2021 LODGING TAX	9,875.86-
FERGUS FALLS CONVENTION &	NOV 2021 LODGING TAX ADMIN	296.28
GENERAL FUND	DECEMBER LONG DISTANCE CHARGE	10.85
GENERAL FUND	DECEMBER COPIER USE	23.44
GENERAL FUND	DECEMBER POSTAGE USE	51.68
GENERAL FUND	2021 COPY PAPER	19.25
OTTER TAIL TELCOM	JAN. TELEPHONE LINES	19.48
	F U N D T O T A L	8,319.66-

1/18/2022

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

T O T A L A L L F U N D S 3,084,152.60

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 18 DAY OF JANUARY 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

1/18/2022

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

COMMISSIONER OF REVENUE	109,627.98
4M FUND	51.04
CITY OF FERGUS FALLS	8,000.10
FERGUS FALLS HRA	62,740.55
MN DEPT OF PUBLIC SAFETY	390.00
A-1 LOCK & KEY LLC	364.00
ASCAP	2.57
ARC DOCUMENT SOLUTIONS LLC	207.68
AT&T MOBILITY	368.12
ADMINISTRATOR'S CONTINGENCY FD	1,650.24
JESSICA AGUILAR	540.00
AMP INSURANCE	1,260.00
THE AMERICAN BOTTLING COMPANY	178.70
ARAMARK UNIFORM SERVICES	32.10
SEAN ANDERSON	410.78
ANYTIME PLUMBING LLC	319.00
ARTISAN BEER COMPANY	2,893.00
ATLAS OUTDOOR SERVICES LLC	1,000.00
AURA CAPITAL LLC	8,357.70
AUTO VALUE - FERGUS FALLS	603.54
BAKER & TAYLOR INC	1,572.25
BANKCARD CENTER	22,313.30
BARRY CONST OF FERGUS FALLS	20,625.77
BELLBOY CORPORATION	2,114.00
BEVERAGE WHOLESALERS INC	37,667.30
BEYER BODY SHOP, INC.	375.00
BILL'S VIDEO & TV SERVICE INC	121.00
BOLTON & MENK INC	145.00
BRAUN VENDING INC	16.00
BRAUN INTERTEC CORPORATION	4,885.05
BREAKTHRU BEVERAGE MINNESOTA	26,007.37
CARTER PUMP LLC	941.24
CAYAN	14,215.84
CENTURYLINK	508.00
CHAMPION COATINGS INC	368,712.01
CHARTER COMMUNICATIONS	96.99
CLIMATE CONTROL INC	7,517.70
VIKING COCA-COLA BOTTLING CO	159.80
COOPERS TECHNOLOGY GROUP	516.33
COSSETTE ELECTRIC LLC	265.96
D-S BEVERAGES, INC.	29,117.90
DACOTAH PAPER CO	6,130.91
DAILY JOURNAL	96.00
DUO-SAFETY LADDER CORPORATION	45.79
ETHANOL PRODUCTS, LLC	3,357.92
FARGO FREIGHTLINER	911.14
JOHN DEERE FINANCIAL	1,465.89

1/18/2022

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

FASTENAL COMPANY	882.30
FERGUS BREWING COMPANY LLC	259.20
GALLS LLC	81.96
NAPA AUTO PARTS - FERGUS FALLS	87.75
GOIN' POSTAL FERGUS FALLS	68.68
GOPHER STATE ONE CALL	58.05
GRAYMONT (WI) LLC.	5,214.89
GREAT PLAINS NATURAL GAS CO	6,959.78
H9 LLC	13,120.76
PAUL HAARSTAD EXCAVATING LLC	3,380.00
HAWKINS INC	789.34
HOISINGTON KOEGLER GROUP INC	362.50
HOME DEPOT CREDIT SERVICES	143.90
HOOPLA	791.76
HOUSTON ENGINEERING INC	9,424.97
INDIGO SIGNWORKS, INC	230.90
INNOVATIVE OFFICE SOLUTIONS	246.57
INTERSTATE BATTERY SYSTEM	241.90
INTERSTATE ENGINEERING INC.	10,572.00
JB ELECTRIC	2,932.00
JACKSON FAMILY TRUCKING LLC	80.00
JOHNSON BROTHERS LIQUOR CO	58,210.49
JOHNSON CONTROLS INC	1,128.98
JUNKYARD BREWING COMPANY, LLC	308.00
KNUTSON LAWN SERVICE	442.50
LHR HOSPITALITY MANAGEMENT	6,040.35
LAKE REGION ELECTRIC COOP	2,393.72
LAKE REGION HEALTHCARE CORP	75.00
LITTLE FALLS MACHINE INC	315.54
LAKELAND MENTAL HEALTH CENTER	97.00
LAWSON PRODUCTS INC	56.28
LEIGHTON BROADCASTING INC	390.00
LIBERTY TIRE SERVICES LLC	780.00
LITTLE FALLS MACHINE INC.	144.91
LOCATORS & SUPPLIES INC	130.00
MII LIFE INCORPORATED	19,801.09
M-R SIGN COMPANY INC	913.98
MTI DISTRIBUTING INC	546.61
MARCO TECHNOLOGIES LLC	1,095.46
THE MCKINNON COMPANY INC	71.80
MCMASTER-CARR SUPPLY CO	870.32
MEKALSON HYDRAULICS INC	1,468.46
MINNESOTA MOTOR COMPANY	5.00
MN TRANSPORTATION ALLIANCE INC	575.00
MOORE ENGINEERING INC	17,920.00
MOTION INDUSTRIES INC	162.89
MOTOROLA SOLUTIONS INC	9,226.50

1/18/2022

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

NARDINI FIRE EQUIPMENT CO INC	350.00
NELSON AUTO CENTER	117.35
NEW HORIZONS ENERGY	19,744.81
NORTH CENTRAL INTERNATIONAL	977.58
NORTHLAND TRUST SERVICES, INC.	252,525.00
NYCKLEMOE & ELLIG, P.A.	9,225.00
OLSON OIL COMPANY INC	2,703.81
JARED OLSON	125.00
OLYMPIC SALES	1,110.46
OTTER TAIL LAKES COUNTRY ASSN	237.50
OTTER ELECTRIC LLC	2,891.90
OTTER TAIL POWER COMPANY	59,498.05
OTTER TAIL TELCOM	5,002.94
OVERHEAD DOOR CO	50.00
WILLIAM PETERSEN	950.00
PHILLIPS WINE AND SPIRITS CO	10,216.34
POLICE DEPT CONTINGENCY FUND	2,012.04
POLICE DEPT PETTY CASH	72.92
POPULAR SUBSCRIPTION SERVICE	2,917.35
PREMIER CARBIDE SAW & TOOL INC	171.80
PUBLIC UTILITIES DEPARTMENT	6,735.35
QUADIENT LEASING USA INC	290.79
RMB ENVIRONMENTAL LABORATORIES	1,090.00
READ NATURALLY	1,794.00
REVTRAK INC	6,888.81
ROLLING FORKS VINEYARDS LLC	895.68
ROOF 1 RBR INC	20,420.00
SANITATION PRODUCTS INC	290.32
SHERWIN WILLIAMS CO	530.87
SIGNATURE HOME TECHNOLOGIES	73.74
SKY CREW SERVICES, LLC	5,500.00
NEIL SLETTEN	248.10
SMALL LOT WINE	3,964.32
SOUTHERN GLAZER'S OF MN	27,552.19
SPEE DEE DELIVERY SERVICE INC	147.76
STENERSON BROTHERS LUMBER CO	18.52
STRATA CORPORATION	83,220.00
SUMMIT COMPANIES	105.00
TNC INDUSTRIES INC	210.39
TAFT STETTINIUS HOLLISTER LLP	24,043.46
TOTAL REGISTER SYSTEMS	32.36
UGSTAD PLUMBING, INC.	1,923.00
USA BLUEBOOK	62.15
US BANK EQUIPMENT FINANCE	551.70
VERIZON WIRELESS	1,207.60
VIKING LIBRARY SYSTEM	84.50
WALLWORK TRUCK CENTER F.F.	909.87

1/18/2022

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

WELLS FARGO - INVESTMENTS
WIMACTEL INC

1,595,449.55
132.00

TOTAL OTHER GOVERNMENT

180,809.67

TOTAL OTHER VENDORS

2,903,342.93

TOTAL ALL VENDORS

3,084,152.60