



City Council Agenda
March 20, 2023
5:30 pm in the City Council Chambers

Invocation – Chaplain Kevin Patch - Lake Region Health Care
Pledge of Allegiance

- A. Call to Order
- B. Roll Call
- C. Approval of the Agenda
- D. Public Hearings
- E. Awarding of Bids
- F. Petitions and Communications
- G. Consent Agenda
 - 1. Motion approving the minutes from the March 6, 2023 City Council meeting
 - 2. Motion approving licenses
 - 3. Resolution approving library policies as recommended by the Library Board
 - 4. Resolution setting a public hearing for a vacation easement as requested by Vector Windows on April 3, 2023 and directing the City Attorney to draft the ordinance language
 - 5. Resolution setting a public hearing for April 3, 2023 to consider a business subsidy in the amount of \$250,000 IRP loan to I-94 Properties LLC as recommended by Business Development for Fergus Falls
 - 6. Resolution approving budget adjustments
 - 7. Resolution accepting the donation of a sound system from the Otter Dugout Club and Fergus Falls Youth Baseball to be permanently installed at the American Legion Baseball Field
- H. Ordinance and Resolutions
 - 1. Resolution authorizing the submission of a Bicycle Friendly Community application
 - 2. Resolution of support for a Job Creation Fund application in connection with SCR Solutions
 - 3. Resolution approving the reassignment of a tax abatement agreement with Northstar Behavioral Health to NBH Fergus Falls, LLC
- I. Presentation of Claims \$1,213,945.86
- J. Board, Committee and Department Reports
- K. Reports from Staff and Administrative Officers
- L. Old Business/Unfinished Business

M. New Business

O. Miscellaneous Announcements

March 29 7:00 am Committee of the Whole meeting

April 3 5:30 pm City Council meeting

P. Adjournment

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

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

City Council Minutes
March 6, 2023

The Fergus Falls City Council held a regular meeting on Monday March 6, 2023 at 5:30 pm in the City Council Chambers. Pastor Eric Uggerud gave the invocation and the Pledge of Allegiance was recited. Mayor Schierer called the meeting to order at 5:32 pm. Council members in attendance were Job, Kvamme, Rufer, Kremeier, Thompson, and Rachels. Fish and Hicks were absent.

Approval of Agenda

A motion and second were made by Thompson and Rachels approving tonight's agenda with the addition of a resolution of support for historic tax credits, setting a public hearing for the proposed TH 210 improvement project, and accepting a grant for Ferber Park and the motion carried.

City Project 5960

Tonight is the preliminary project hearing for City Project 5960 is 2023 street and utility project No. 1. The project includes the reconstruction of sanitary sewer, water main, storm sewer, sewer and water services and bituminous streets on Summit Avenue: Broadway to Oak Street; Linden Street: Broadway to Oak Street; Laurel Street: First Avenue to Broadway. The estimated project cost is \$2,289,000 and special assessment notices were sent to 75 affected property owners showing an interest rate does not exceed 7% and the assessments can be spread over 15 years. City Engineer Brian Yavarow reviewed the estimated costs and financing plan. Permanent Improvement Bonds (PIR) would be issued for the active special assessments and for the city's share of the street. Funds from the city's sanitary sewer, water fund and storm water enterprise funds would cover the other costs. The city received letters of opposition to the project from Tim McCabe, 536 W Linden and Empire Capital, 402 N Broadway. The public hearing was opened at 5:37 pm. Thompson said he received a call from Maura Moberg, the property owner at 532 W Linden who was not able to be here tonight but wanted to share her support of the project. Brandon Friedrich, 528 W Linden asked if access would be maintained throughout the project and asked about the special assessment payments. Yavarow stated the city would do their best to maintain ADA access for those requiring it and the communication residents can expect during the project. Finance Director Bill Sonmor explained the cost estimates will be updated after the project bids come in. The city will hold a final cost hearing (expected in May) and bills will be sent to affected property owners. Home owners can either pay the entire assessment amount with no interest within 30 days or finance the project cost and interest over the next 15 years with annual payments. The city will levy a tax for their portion of the project and issue bonds to cover the cost of the project and the special assessment payments will pay the bonds. Yavarow spoke about the role of the resident engineer on site and the types of communications affected homeowners would expect throughout the project. The hearing closed at 5:43 and action will be tabled until the April 3, 2023 City Council meeting.

Consent Agenda

The following items were approved under **Resolution #41-2023** by Rufer: Motion approving the minutes from the February 21, 2023, City Council meeting. Motion approving the following licenses: Excavator Barry Construction of Fergus Falls; Mechanical E & H Enterprises of Alexandria/Ellingson's; Food Truck Permit Lowrider Tacos & Pizza MFU. **Resolution #42-2023** authorizing the City of Fergus Falls to serve as the fiscal host for a Digital Equity Assessment Grant from the Minnesota Department of Economic Development/Office of Broadband Development. **Resolution #43-2023** accepting the Preliminary Engineering Report for City Project 5959, the 2023

Street and Utility Improvement Project No. 2 (Stanton Avenue reconstruction project) and setting a preliminary hearing date for April 17, 2023 at 5:30 pm. **Resolution #44-2023** approving the layout approval and setting a public hearing for State Project 5601-35, the TH Hwy 210 reconstruction and bridge replacement from 0.4 miles W of Jct. I-94 to Jct. WB I-94 for April 17, 2023, at 5:30 pm. The resolution was seconded by Kvamme and was adopted.

Annexation with Fergus Falls Township

The City of Fergus Falls and Fergus Falls Township have been working towards a mutually acceptable joint resolution for the annexation of approximately 160 acres contiguous to the city as requested by the owner PPTF, LLC. An agreement has been reached to immediately annex the PPTF property upon the order from the Office of Administrative Hearings. PPTF LLC will pay Fergus Falls Township \$15,000 within 30 days of the order. If an ag processing plant is built on this property within 5 years from the date of the order, PPTF will pay an additional \$15,000 to the township. The northernmost 50' of the property will be excluded from the annexation. This 50' buffer ensures the ethanol plant property does not touch the city limits restricting the city from automatically annexing this property unless the plant presents a 100% petition for annexation. The agreement states the city agrees to not initiate annexation of the ethanol plant by ordinance or petition for 20 years. The township will not object to annexation if the plant is 100% property owner petitioned in the next 20 years and the city would reimburse the township for 5 years of existing real estate taxes on this parcel annually or through a lump sum. Unless extended the orderly annexation agreement would terminate on December 31, 2042. The township is also meeting on the agreement tonight and if they approve it, the city will submit the documents and \$400 fee to the state. Staff and Council Member Hicks were thanked for their work on this project. Rachels offered **Resolution #45-2023** approving a joint resolution for annexation with Fergus Falls Township which was seconded by Thompson and was adopted.

Lake Region Healthcare Bond Modification

The city can issue conduit debt to qualified organizations, so they benefit from the tax-exempt rate with no liability or consequence to the city. The city issued healthcare facility bonds to Lake Region Healthcare in 2014. The LIBOR benchmark of this debt issuance interest rate is being phased out and this change must have the city's consent to change the note to an allonge. Rufer offered **Resolution #46-2023** approving a modification to the Lake Region Healthcare bonds, which was seconded by Job and was adopted.

Historic Tax Credits

Council Member Kvamme referenced an article in the March 1 edition of the Daily Journal sharing the historic tax credit is in limbo within the state legislature. He advocated the council adopt a resolution of support for the historic tax credits and the resolution be shared with the state's legislative leaders. He referenced the mill renovation and RTC as buildings that have utilized the tax credits and the 20% offered by the federal government is matched by the state. Kvamme offered **Resolution #47-2023**, a resolution of support for historic tax credits that was seconded by Rachels and was adopted.

Ferber Park Grant

In 2021 the city accepted a grant from the Minnesota Department of Natural Resources to construct 1.7 miles of new trails in Ferber Park as well as the expansion of a skills area. The total project cost is \$100,000 and the city received a grant in the amount of \$78,000. Pedal Fergus Falls will provide the required \$22,000 matching funds. Rufer offered **Resolution #48-2023** accepting the MN DNR

recreational trail grant and authorizing the Public Works Director, City Administrator and Mayor sign the grant acceptance letter, which was seconded by Kvamme and was adopted.

Resolution of Accounts

A resolution was offered and seconded by Rachels and Rufer authorizing the payments and claims in the amount of \$2,637,942.48. Rachels asked for a discussion on the \$7,032.50 bill from the Pemberton Law Firm. City Administrator Andrew Bremseth explained a council member came forward in January with two concerns related to the actions and behavior of another council member in election related matters. The city's Code of Ethics falls under the City Administrator's purview when such a complaint is made, and the city's ordinance language requires the City Administrator to investigate the matter immediately. Because election related matters require the City Administrator to remain neutral, the severity of the allegations and sensitive nature of investigating council members, Bremseth concluded it was best to engage a neutral third party to investigate those concerns. The \$7,032.50 bill is the cost of the independent investigation that was conducted. The matter has been concluded and it is time to pay that bill. Rachels asked if there were any findings of wrong doing. Bremseth said there were two matters brought forth. One of the election allegations was already under investigation by the Minnesota Office of Administrative Hearings in front of a three-judge panel. The investigator let that allegation follow the state process. The other allegation was not substantiated as there were no witnesses that spoke to the investigator. Rachels felt this was a civil matter since the allegations were unfounded and he asked why the taxpayers should pay this bill. Bremseth said the code language reads this is the city's responsibility to investigate and such an investigation would incur legal fees. He felt it was in the city's best interest to ask for an independent investigation and if the council feels otherwise, they should have further discussion. Rachels agreed and asked how the bill would be paid as this is not a budgeted expense. He wanted to ensure this would not happen again and asked why the city should pay the bill since this matter involved Council Member Al Kremeier and Mike Mortenson.

Kremeier said he represents Ward Three and Mike Mortenson is a resident of Ward Three. This is a concern that came out during a campaign run, and he brought the issue to the attention of the City Administrator in his role as a Ward Three Council Member. He did not feel he could have brought it up when the allegation occurred two years prior before he was a council member at that time. He agreed with Rachels that this bill should not be paid as there is a scheduled meeting this week with the City Attorney. A meeting had been scheduled for last week and that did not occur. City Attorney Rolf Nycklemoe clarified he was available last week; it was the week prior that he was not able to attend such a meeting. Kremeier clarified Mr. Mortenson was unavailable last week and the week prior the City Attorney was unavailable. He did not feel the bill should be paid until that meeting occurred. He said if it were his bill, he would gladly pay it, and he is following the procedure set forth in the city code. He brought this issue forward on behalf of Mike Mortenson as it was his duty as a council member. Mayor Schierer asked if Mr. Mortenson had the opportunity to participate in the investigation. He said it was his understanding the attorney tried to contact him and without his participation, she delivered her report as did the three-judge panel at the state level with both completely dismissing the allegations. He believes it is time to pay the bill and move on. Kremeier said Mike Mortenson wanted to give his testimony under oath because he wanted it to be a legal document in his words and the person who did the investigation did not want to take it under oath. The investigation was closed shortly after that which Kremeier commented he found unusual to not take testimony under oath. Rachels said he believes there were opportunities for Mr. Mortenson to give his testimony. Without his accounting, there was nothing to include in the report, so it was

closed. Rachels said the bill should be paid since the City Administrator approved the investigation and he asked how to prevent this from happening again. Mayor Schierer agreed and hoped the council could move forward and get their work done and not engage in personal attacks against one another calling it “ridiculous”. The state has weighed in and they have completely dismissed the allegation they investigated and the attorney who dealt with the other issue dismissed the other matter. He believes it is time for the council to move on with their important work. Kremeier said there are two separate issues; the campaign letters and another issue he cannot speak about as it is Mike Mortenson’s issue. Mortenson wanted to give his testimony under oath, and he did not understand why it was not taken under oath. Kremeier told Rachels to not make assumptions about Mortenson and his desire to testify under oath. Rachels felt Mortenson was given the opportunity to provide information and did not. He stated his belief there was nothing to the allegation and his opposition to the citizens having to spend more time and money on frivolous matters. He said the city hired someone to investigate, and all parties need to live with the agreement. Rachels, Kremeier and Schierer all agreed they were done commenting. The resolution to pay the bills was called to a vote and was adopted.

Other Business

Public Works Director Len Taylor was asked to comment on the pothole issues within the city streets. This is a tough time of the year for the streets when we have a freeze and thaw cycle. Crews will soon begin patching up potholes and he encouraged residents to contact the city at 218-332-5435 to report problematic street conditions. Upcoming meetings including a town hall meeting hosted by Council Member Kremeier were announced and the meeting adjourned at 6:11 pm.

Lynne Olson

FOR COUNCIL MEETING— MARCH 20, 2023

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

Lawful Gambling Permit

Fergus Falls Hockey Association selling pull-tabs, electronic pull-tabs and electronic linked BINGO at Little Chief Outpost

Fergus Falls Area Youth Association dba: Otter Golf for raffle on May 3 at the Pebble Lake Golf Course

Church of Our Lady of Victory for raffle on April 15, 2023 at the Church, 426 W Cavour Ave

THC Product Sales

Lincoln Vapors



Council Action Recommendation

Page 1 of 1

Meeting Date: March 20, 2023

Subject: Fergus Falls Public Library Advisory Board and Library Director request that the City of Fergus Falls approve the following updated policies:
Materials Selection Policy
Open Forum Policy

Recommendation:

The recommendation is that the City of Fergus Falls would approve the updated policies as presented.

Background/Key Points:

The Library Advisory Board and Library Director routinely review library policies to ensure they meet contemporary best practices and established library standards. Having up-to-date policies helps to ensure the organization operates efficiently. Materials Selection Policy is revised to include information on; additional material formats, off-site events, and the increase in self-published materials. The updated Open Forum Policy will be consistent with the Fergus Falls City Council Meetings Open Forum policy.

Budgetary Impact:

There is no budgetary impact.

Originating Department:

Fergus Falls Public Library

Respectfully Submitted:

Gail Hedstrom / Library Director

Attachments:

Materials Selection Policy



205 E. Hampden Ave, Fergus Falls, MN 56537

Materials Selection Policy

The Mission of the Fergus Falls Public Library Library's Mission Statement

The mission of the Fergus Falls Public Library is to, by our best ability; meet the educational, informational, recreational, and cultural needs of people of all ages and diversities through a wide range of materials and services in varying formats: connecting people to information and ideas, promoting lifelong learning, literacy development, and community engagement.

Introduction

The Fergus Falls Public Library Board endorses the American Library Association's Library Bill of Rights, the Freedom to Read Statement, and Freedom to View Statement as the basis for its library Materials Selection Policy. These statements are interpreted to pertain to all formats, including print, video, audio, digital, electronic, art and programming. The statements are also applicable to displays in the library, on library property, and those used in library programming and outreach.

Objective for Materials Selection

The library staff is committed to providing the widest range of materials to meet the recreational, informational and educational needs of its patrons.

Criteria for Material Selection / Philosophy of Resource Selection

Materials will be added to the library's collection at the discretion of the librarians responsible for collection development. Every effort will be made to maintain a diverse collection.

When purchasing materials, it is essential to consider the potential relevance to community needs and interests, but not to the exclusion of any subject.

Appropriateness, the reading norms of the community, trends in literature, as well as top seller lists, book reviews, award winning titles, and books considered classic pieces of literature. It is important to introduce library patrons to new authors and topics. A broad range of materials and formats aids in developing a collection of merit.

Materials selection and collection management are based on the principles expressed in the Library Bill of Rights, the Freedom to Read, and the Freedom to View statements. It is the responsibility of the library staff to ensure that the collection represents a wide range of viewpoints. Materials will not be excluded because of political, social, religious, moral, or other views of the author. The library recognizes the right of individuals to read or reject materials as they see fit and will not restrict the freedom of others to read what they choose. In choosing materials to suit a variety of tastes, differing viewpoints on controversial issues will be included.

Materials for youth will be selected according to the same criteria as adult material. The library cannot restrict the reading, listening or viewing of library materials. Responsibility for the reading, listening or viewing of library material by minors, rests with their parents or guardians.

Collection Maintenance

It is essential to regularly weed the library collection. Weeding is the responsibility of the librarians assigned to collection development. The collection will be weeded systematically and regularly based on the following

criteria: Dated material with little or no permanent value, release of an updated or newer edition, rarely used material with little or no permanent value, relevance, misleading or factually inaccurate material, lack of discernible literary or scientific merit, condition of material, the ability to access from another library, and space limitations.

Reconsideration of Materials

Persons objecting to specific library materials or resources are encouraged to complete the Reconsideration of Library Materials form and present it to the Library Director for follow-up action. Decisions on reconsidered materials will stand for two (2) years before new requests for reconsideration of those items will be entertained. *The form in use was created by the Intellectual Freedom Committee of the American Library Association.*

Gift or Donated Materials

Gift and donated materials are accepted with the understanding that their acceptance is unconditional. Materials which are needed and fit the selection criteria will be added to the collection. Those which do not may be added to the Friends of the Library book sale materials or disposed of. Library staff may not provide material donors with estimated values of their gifts, but may only enumerate the types and numbers of items given.

Donations of Self-Published or Independently Published Books

If you would like Fergus Falls Public Library to consider your materials, please complete the request for consideration fact sheet and attach professional reviews. Materials will not be considered for the library's collection without a fact sheet. All materials added to the library's collection are subject to the library's collection policy and selection criteria.

Preview Copies

Preview copies will be treated as donations and handled in the same manner as all donations. Materials not added to the collection will not be returned and may go into the Friends book sale.

Self-Published Digital Format (eBook, eAudiobook)

Fergus Falls Public Library does not have the technology to host and circulate eMaterials except through our vendors. You must sell or donate your material to the vendor before we can consider adding the title to our eMaterials collection.

Local authors can create eBooks and share them with readers across the state and country through the Minnesota Libraries Publishing Project.

Donations of Other In-Kind Items

If you are interested in donating other in-kind items, please contact the library to discuss your gift before bringing the materials to the library. Gifts to the library are tax-deductible to the extent allowed by law. Upon request, we will give a receipt listing the number of items donated; we cannot provide a valuation for tax purposes.

Approved the FFPL Board on 02/13/2012
Revised and approved by the FFPL Board 9/13/2021
Revised and approved by the FFPL Board 3/14/2022
Revised and approved by the FFPL Board 3/13/2022

**Open Forum Registration
Fergus Falls Public Library**

A written request to address the Library Board during the open forum must be filed and received in the Library Director's office by noon the day of the library board meeting. The Open Forum is held from 4:50 to 5:00 pm.

Today's Date: _____ **Date wishing to speak:** _____

Name: _____

Address: _____

Issue you wish to address with the Library Board:

Action you would like to see taken by the Library Board:

If you would like to be contacted regarding this issue, please provide the following:

_____ and/or _____

Phone Number

Email Address

I have read the Fergus Fall Public Library's Open Forum Policy (see back) and agree to comply with the rules as outlined:

Must be signed

Open Forum Policy

1. The open forum is an opportunity to address the Fergus Falls Public Library Board regarding a library business item that is not on the agenda of a regular meeting. The open forum will be held from 4:50-5:00 pm the day of a scheduled Library Board meeting and the time is to be used to talk about an issue, not to make a presentation.
2. A written request to participate in the open forum must be filed with the Library Director by noon the day of the Library Board meeting. The form must be filled out with the participant's name, address, and a brief detailed statement of the comment or issue to be addressed.
3. When addressing the board, participants shall each begin by stating their name and address.
4. Speakers will be limited to a maximum of three (3) minutes.
5. All remarks should be directed to the Library Board. The Board President may limit the number of individual presentations on any issue to accommodate time set aside for the open forum session.
6. Open forum comments may be limited if they become redundant, repetitive, irrelevant, argumentative, disrespectful, disparaging, harassing, abusive, discriminatory, or do not relate to official library board business. Participants shall conduct themselves in a professional, courteous manner and refrain from the use of profanity.
7. The open forum must not be used to make personal attacks on Library Board Members, library staff, members of the public, or any business.
8. It is inappropriate to use the open forum to make political endorsements, political speeches or for any political campaign purposes.
9. The library board will generally not engage in debate or dialogue with speakers during the open forum session and may refer the issue to staff or ask that it be scheduled on a future agenda, if necessary.
10. Speakers will not be permitted on the same subject more than 2 times within A two (2) month period.
11. All materials to be discussed, including photos, must be submitted at the time of the request submission. The use of library technology during the meeting is not allowed.

Approved October 10, 2022

Council Action Recommendation

Page 1 of 2

Meeting Date:

March 20, 2023 City Council

Subject:

Vacation of Easement for Vector Windows- Set Public Hearing

Recommendation:

Motion setting a public hearing for April 3rd at 5:30 PM and authorizing the City Attorney to draft an easement vacation ordinance

Background/Key Points:

Vector Windows has requested an easement vacation (via petition) for an easement that runs directly below their existing building. This drainage and utility easement is not needed for public use.

The process for vacating an easement is to set a public hearing, hold a public hearing and then adopt an ordinance and ultimately record the vacation with the Records Office.

Vector has asked that we do this as quickly as possible, as this is part of financing for their existing and new locations. As a result, staff requests that we set the public hearing at our next meeting (April 3) and direct the City Attorney to draft the ordinance, so it will be ready for Council action after the completion of the public hearing.

The City Engineer will be able to provide additional detail at the public hearing. This hearing notice will be published in the Daily Journal on March 22, 2023.

Budgetary Impact:

Vector has paid the \$500 fee associated with this vacation request

Originating Department:

Administration

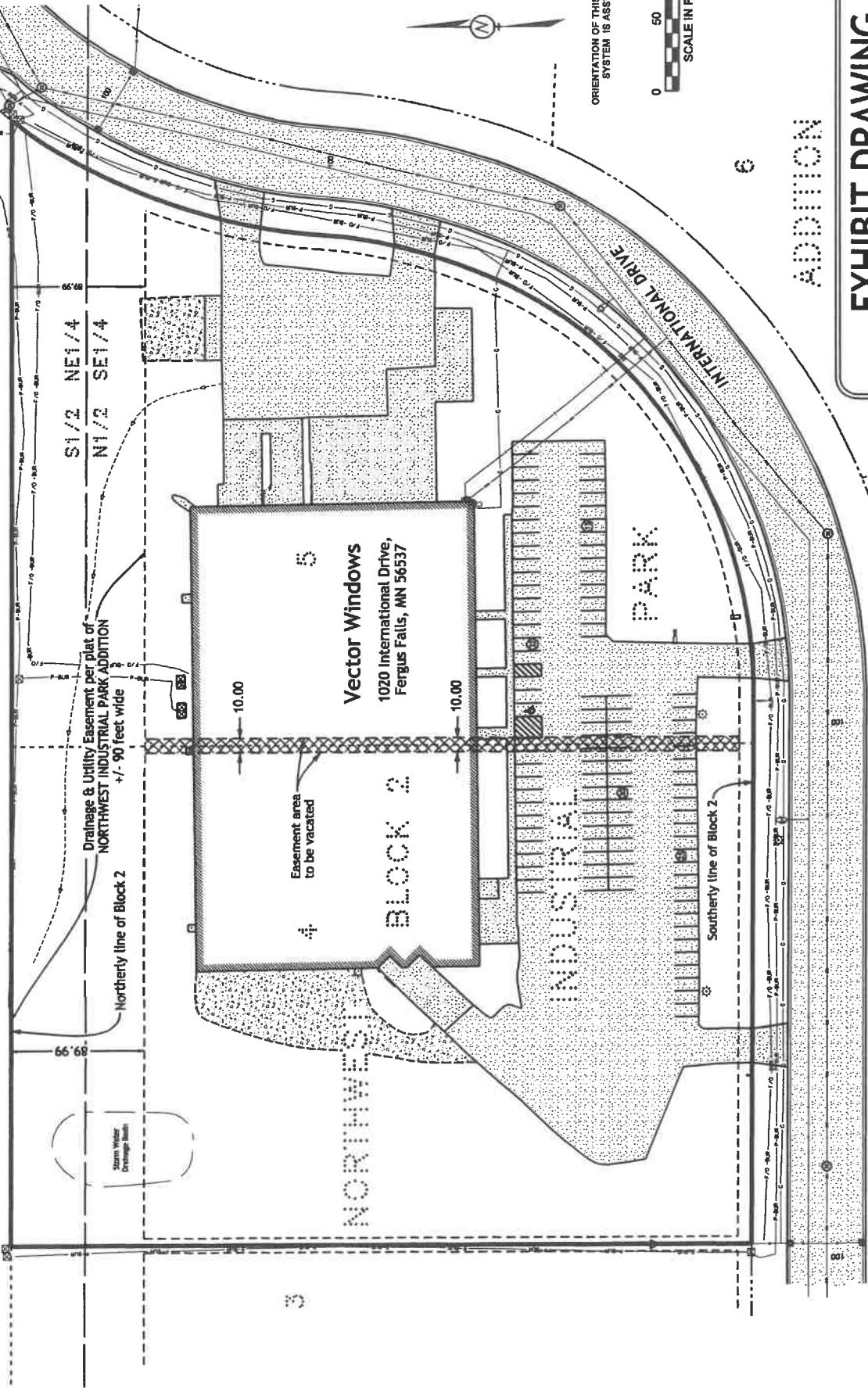
Respectfully Submitted:

Andrew Bremseth, City Administrator

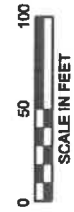
Attachments:

Maps/Petition

SEC. 28, TWP. 133, RNO. 43



ORIENTATION OF THIS BEARING SYSTEM IS ASSUMED



ADDITION

EXHIBIT DRAWING

Vinylite Windows, LLC

City of Fergus Falls, County of Otter Tail, State of Minnesota
 Located in Section 28, Township 133 North, Range 43 West
 11/06/2019
 (KLD Proj. No. VINYH1901)

BLOCK 2

5

4

PARK

INDUSTRIAL

Southerly line of Block 2

INTERNATIONAL DRIVE

S 1/2 NE 1/4
 N 1/2 SE 1/4

Drainage & Utility Easement per plat of
 NORTHWEST INDUSTRIAL PARK ADDITION
 +/- 90 feet wide

Northerly line of Block 2

Storm Water
 Drainage Basin

5

4

5

BLOCK 2

NORTHWEST

Vector Windows
 1020 International Drive,
 Fergus Falls, MN 56537

10.00

10.00

Easement area
 to be vacated

66.68

001

6

5

4

Exhibit A

Legal Description for Easement Vacation

All that part of the 10 foot wide drainage and utility easement being centered on the line common to Lot 4 and Lot 5, Block 2, NORTHWEST INDUSTRIAL PARK ADDITION, Otter Tail County, Minnesota, lying northerly of a line distant 10.00 feet northerly of and parallel with the southerly line of said Block 2, and lying southerly of the existing drainage and utility easement being 90 feet wide, more or less, running in an east-west direction and abutting the northerly line of said Lot 4 and Lot 5, as is depicted on said plat of NORTHWEST INDUSTRIAL PARK ADDITION.

STATE OF MINNESOTA

COUNTY OF OTTER TAIL

Jeff Ackerson (Petitioner), being first
duly sworn on oath says that he or she is one of the petitioners who
signed the foregoing petition and that he or she circulated the petition
and personally states that the signatures on this petition, which appear
on page one, were made in his or her presence and that he or she
personally knows that each who signed the petition is, in fact, a petitioner
and that person signing the same was shown the petition and given an
opportunity to read the contents thereof, and that affiant has read the
foregoing petition and knows the contents thereof, and that the same
is true of his own knowledge except as to matters therein stated on
information and belief and as to those matters, he believes it to be true.

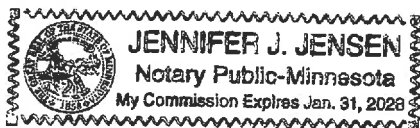
Jeff A (Petitioner Signature)

Subscribed and sworn to before me

this 15th day of March, 2023

Jennifer Jensen (Notary Signature)

My commission expires January 31, 2028



PETITION FOR VACATION OF PUBLIC GROUNDS OR STREETS

The UNDERSIGNED, being a majority of the owners of property abutting on the proposed vacation of public grounds or streets as described below and shown on the attached plat, and whose names, residences, and descriptions of the real estate are respectively as follows:

PETITIONER/PETITIONERS MUST INCLUDE \$500.00 PAYMENT ALONG WITH PETITION TO COVER COSTS INCURRED BY THE CITY.

NAME	RESIDENCE, STREET NO.	CITY
Jeff Ackerson	1020 International Dr.	Fergus Falls

DO HEREBY PETITION the Council of the City of Fergus Falls, Minnesota, to vacate:

The platted 5 foot drainage and utility easement bewteen Lots 4 & 5 in Block 2, NORTHWEST INDUSTRIAL PARK ADDITION to the City of Fergus Falls

FOR THE FOLLOWING REASONS:

Said Drainage and Utility easement is not needed for public use.

Property abutting said requested vacation is as follows:

Registered Owner	Part Lot	Lot	Blk.	Frontages
	NORTHWEST INDUSTRIAL PARK ADD NORTHWEST INDUSTRIAL PARK ADD	4 5	2 2	

OTTER TAIL COUNTY ASSESSOR

Assessor Hub, provided by Vanguard Appraisals, Inc

Parcel Number:

71-003-99-1554-000

Deed Holder:

VECTOR WINDOWS INC

Property Address:

0

Mailing Address:

1020 INTERNATIONAL DR

FERGUS FALLS, MN 56537-4302 USA

PDF Name:

FERGUS FALLS CITY

Subdivision:

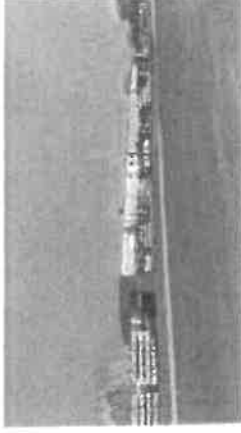
01916-NORTHWEST INDUSTRIAL PARK ADDN

Sec-Twp-Rng:

28-133-043

Legal Description:

LOT 4 BLK 2



Prior Year Value Information		Total Value	
Year	Land Value	Improvement Value	Total Value
2023		\$0	
2022		\$0	
2021		\$0	

Land Information

Lot Type	Square Feet	Acres
Sq. Ft. x Rate	105,000	2.410
Sq. Ft. x Rate	75,358	1.730
Total	180,358	4.140

Commercial Building Information

OTTER TAIL COUNTY ASSESSOR

Assessor Hub provided by
Vanguard Appraisals, Inc

Parcel Number: 71-003-99-1555-000
 Deed Holder: VECTOR WINDOWS INC
 Property Address: 1020 INTERNATIONAL DR
 FERGUS FALLS, MN 56537-0000 [MAP THIS ADDRESS](#)
 Mailing Address: 1020 INTERNATIONAL DR
 FERGUS FALLS, MN 56537-4302 USA
 PDF Name: FERGUS FALLS CITY
 Subdivision: 01916-NORTHWEST INDUSTRIAL PARK ADDN
 Sec-Twp-Rng: 28-133-043
 Legal Description: LOT 5 BLK 2



Year	Prior Year Value Information			Total Value
	Land Value	Dwelling Value	Improvement Value	
2023		\$0		
2022		\$0		
2021		\$0		

Lot Type	Land Information		Acres
	Square Feet	Acres	
Sq. Ft x Rate	90,000	2.070	
Sq. Ft x Rate	77,101	1.770	
Total	167,101	3.840	

Commercial Building Information		Year Built	Building Area
Metal Warehouse - Steel Frame		1994	13,000
Metal Light Mfg - Steel		1994	9,000
Metal Office		1994	3,000



BDFB Action Recommendation

Page 1 of 2

Meeting Date:

March 20, 2023

Subject:

Business Subsidy to I-94 Properties LLC Public Hearing Request

Recommendation:

Publish sufficient public notice and adopt a resolution calling for a public hearing on April 3, 2023 in consideration of a business subsidy in the amount of a \$250,000 IRP loan to I-94 Properties LLC.

Background/Key Points:

I-94 Properties LLC purchased the strip mall in front of Walmart (formally known as Ottertail Plaza) in August 2022. The property is located 3302 State Hwy 210 East. Funding for the purchase of the building and current remodeling cost to date were financed through Bremer Bank of Fergus Falls and I-94 Properties LLC.

Bremer Bank is unable to provide further financing on the real estate. Due to the rising cost of materials and labor, I-94 Properties LLC is requesting gap financing of \$250,000 through the City of Fergus Falls IRP loan program to complete the remodeling of the property. The loan request has been initially approved by Business Development for Fergus Falls and is being forwarded to Council for final approval at the April 3 Council meeting.

Per Minnesota Statute 116J.994 Subd. 5, business loans of \$75,000 or more are considered a business subsidy and require a public hearing before final approval.

Budgetary Impact:

The city will receive interest on the IRP loan.

Respectfully Submitted:

Community Development Department

Attachment:

Public Hearing Notice for Daily Journal

Public Hearing Notice

Approval of Intermediary Relending Program Loan

Notice is hereby given that the City Council of the City of Fergus Falls, Minnesota, will meet in regular meeting in Council Chambers at City Hall, 112 W Washington Ave, Fergus Falls, MN, 56537 at 5:30 PM on Monday, April 3, 2023, to approve an Intermediary Relending Program Loan to I-94 Properties LLC in the amount of \$250,000. The loan will be used for remodeling of real estate located at 3302 State Hwy 210 East, Fergus Falls, MN 56537.

All inquiries may be answered by the Community Development Department at City Hall, 218- 332-5459. Interested parties may file written comments or questions by e-mailing commdev@ci.fergus-falls.mn.us. If you have special needs for accommodations, please call 739-2251 or TDD 1-800-627-3529 TTY, ASCII (Minnesota Relay Service).

Klara Beck

Community Development Manager

City of Fergus Falls



Council Action Recommendation

Page 1 of 1

Meeting Date: March 20, 2023

Subject: 2022 & 2023 Budget Adjustments

Recommendation: Please approve the proposed adjustments to the 2022 & 2023 budgets.

Background/Key Points:

2022 Adjustments:

- Increase the General Fund transfers out budget to the Capital Improvement Fund for \$195,997. The funding is from the General Municipal State Aid (MSA) for 2022 project funding.
- Increase the Streets infrastructure budget for \$41,745 related to capital project funding. The funding is from the General MSA for Streets.
- Increase the Parking Lots budget for \$50,000 related to 2022 project costs funded from the General MSA for Streets.
- Increase State Aids and Fire Dept training expenditure budgets for the receipt of State Fire Training funds - \$4,598

2023 Adjustments:

- Carry forward the 2022 unexpended capital outlay: General Fund \$1,449,984; Public Library \$122,659.
- Carry forward unexpended 2022 Police Forfeitures \$118,166
- Carry forward unexpended 2022 snow removal budget \$58,319
- Carry forward unexpended 2022 Oak Grove Cemetery budget \$5,882
- Carry forward unexpended 2022 Well Program budget \$2,366
- Carry forward unexpended 2022 General Government budget for benefits owed \$194,838.

Budgetary Impact: 2022 & 2023 budgets will be adjusted accordingly.

Originating Department: Finance

Respectfully Submitted: Bill Sonmor, Finance Director

Attachments:

None



Council Action Recommendation

Page 1 of 1

Meeting Date:

March 20, 2023

Subject:

Sound System Donation

Recommendation:

Accept the donation of sound equipment to be permanently installed at the American Legion Baseball Field

Background/Key Points:

The "Otter Dugout Club" and "FF Youth Baseball" recognized a need for new sound equipment at the American Legion Baseball field and have offered to purchase and install the attached list of equipment, to be available for use by all users of the facility.

Budgetary Impact:

None

Originating Department:

Public Works/Parks and Recreation Div.

Respectfully Submitted:

Len Taylor

Attachments:

Quotation from Full Compass Systems, Ltd

Full Compass Systems, Ltd

9770 Silicon Prairie Parkway
 MADISON, WI 53593
 608-831-7330
 Fax: 608-831-6330

Quotation

Confirmation # SOC4934803-2
 Page 1 of 2
 Date 2/13/2023
 Sales order [SOC4934803](#)
 Purchase order #
 Ordered by Mike, Donoho,
 Salesperson Dan Bostick
 Payment Credit Card
 Customer account CUC2615664
 FOB FOBO
 Expiration date 3/30/2023

Bill to:

Fergus Falls Public Schoo
 601 RANDOLPH AVE

 FERGUS FALLS, MN 56537-1669

Ship to:

Fergus Falls Public Schoo
 601 RANDOLPH AVE
 FERGUS FALLS, MN 56537-1669

Mfg	Item number	Description	Qty ordered	Unit	Ship via	Unit price	Extended price	Fin
SHU	SM58S	Microphone with Switch https://www.fullcompass.com/prod/019046	1	EA	Bestway	\$101.43	\$101.43	
AKG	EK300-AKG	3M Straight-Wire Plug-On Cable https://www.fullcompass.com/prod/089683	1	EA	Bestway	\$33.70	\$33.70	
ASH	WR-5	Programmable Zone Controller https://www.fullcompass.com/prod/130360	1	EA	Bestway	\$226.60	\$226.60	
ASH	NE4250.70	Amp, 4x250W at 70V https://www.fullcompass.com/prod/244153	1	EA	Bestway	\$2245.47	\$2245.47	
RDL	DB-J3	Mic/Line Input Assembly - XLR, RCA, Terminal block - Black https://www.fullcompass.com/prod/518661	1	EA	Bestway	\$71.75	\$71.75	
JBL	AWC129-JBL	All-Weather Coaxial, 12" 2-Way Color : Black https://www.fullcompass.com/prod/566183-0001	2	EA	Bestway	\$842.80	\$1685.60	
JBL	AWC82-JBL	Loudspeaker, 2Way AW 8" Color : Light Gray https://www.fullcompass.com/prod/566267-0002	4	EA	Bestway	\$461.56	\$1846.24	
SHU	SLXD1	Bodypack Transmitter Frequency : G58 https://www.fullcompass.com/prod/587225-0002	1	EA	Bestway	\$216.16	\$216.16	
SHU	SLXD2/SM58	Handheld Transmitter with SM58 Capsule Frequency : G58 https://www.fullcompass.com/prod/587236-0002	1	EA	Bestway	\$265.97	\$265.97	
SHU	SLXD4D	Dual-Channel Digital Wireless Receiver Frequency : G58 https://www.fullcompass.com/prod/587240-0002	1	EA	Bestway	\$783.54	\$783.54	

Full Compass Systems, Ltd

9770 Silicon Prairie Parkway
MADISON, WI 53593
608-831-7330
Fax: 608-831-6330

Quotation

Confirmation # SOC4934803-2
Page 2 of 2
Date 2/13/2023
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Expiration date 3/30/2023

Bill to:

Fergus Falls Public Schoo
601 RANDOLPH AVE

FERGUS FALLS, MN 56537-1669

Ship to:

Fergus Falls Public Schoo
601 RANDOLPH AVE
FERGUS FALLS, MN 56537-1669

Mfg	Item number	Description	Qty ordered	Unit	Ship via	Unit price	Extended price	Fin
ZOO	TPS-4	Tabletop Tripod Mic Stand	1	EA	Bestway	\$16.18	\$16.18	

<https://www.fullcompass.com/prod/599844>

Sales subtotal amount:	\$7492.64
Promotional discount:	\$0.00
Shipping & handling:	\$85.50
Net amount:	\$7578.14
Sales tax:	\$558.91
Total:	\$8137.05
Prepaid:	\$0.00
Balance due:	\$8137.05

From: Wayne Hurley

Sent: Thursday, February 2, 2023 4:38 PM

To: Ben Shierer <ben.schierer@ci.fergus-falls.mn.us>; Andrew.Bremseth@ci.fergus-falls.mn.us

Subject: Bicycle Friendly Community application

Hi Ben and Andrew,

In 2023, our Silver Bicycle Friendly Community designation for Fergus Falls is up for renewal. The application deadline is August 30, 2023, and I'm hoping to start working on the application this spring.

The reason for my note is to check in and see if you'd like to have this come before the council. There's no cost for the application, and I'll do the bulk of the work pulling it all together. I will however need assistance from a few city staff members in pulling some of the data together. I anticipate that I'll need assistance from most of the department heads, and it shouldn't be too burdensome for them to pull the info for the application together.

We last applied in 2019, which is when our status was elevated from Bronze to Silver. So the designation is good for four years. Maybe we'll get Gold this time – who knows!?

Anyway let me know your thoughts and how you'd like to proceed. And of course if you have any questions, let me know.

Thanks!

Wayne



WAYNE T. HURLEY, AICP, LCI

Director of Transportation Planning

Office: 218-739-2239

Direct: 218-998-1624

wcif.org





Council Action Recommendation

Page 1 of 2

Meeting Date:

March 20, 2023

Subject:

Job Creation Fund Application for SCR Solutions Inc.

Recommendation:

Adopt a resolution in support of a Job Creation Fund (JCF) application by SCR Solutions, Inc.

Background/Key Points:

The [Job Creation Fund](#) is a MN Dept of Employment and Economic Development (DEED) program that provides financial incentives to new and expanding businesses that meet certain job creation and capital investment targets. Businesses may receive up to \$1 million for creating or retaining high-paying jobs and for constructing or renovating facilities or making other property improvements. The program is available to businesses engaged in manufacturing, warehousing, distribution, technology-related industries, and other eligible activities. Companies must work with the local government where a project is located to apply to DEED to receive designation as a Job Creation Fund business through receipt of a resolution of support.

SCR Solutions, Inc (SCR) is located at 1007 N Tower Road and intends to expand on that site by constructing a 10,000 sf addition to the current 5,000 sf building. SCR started in Fergus Falls, MN in 2017 and is a designer/ fabricator of high-quality stainless-steel equipment for the food processing and food service industry. Currently, SCR employs 6.25 full-time employees. Through this expansion, SCR is committed to hiring 8 new full-time staff within its first 2-3 years of expanded operations.

Overall project costs are estimated at \$1,259,500, with the JCF request estimated at \$175,000.

Budgetary Impact:

N/A

Respectfully Submitted:

Community Development Department

Attached:

Resolution of Support

CITY OF Fergus Falls, MINNESOTA
RESOLUTION NO. <<INSERT>>

RESOLUTION REGARDING THE SUPPORT OF A JOB CREATION FUND APPLICATION IN CONNECTION WITH SCR Solutions Inc.

WHEREAS, the City of Fergus Falls, MINNESOTA (the “City”), desires to assist SCR Solutions Inc., a Business Corporation (Domestic), which is proposing to expand an existing facility in the City; and,

WHEREAS, the City of Fergus Falls understands that SCR Solutions Inc., through and with the support of the City, intends to submit to the Minnesota Department of Employment and Economic Development an application for an award and/or rebate from the Job Creation Fund Program; and,

WHEREAS, the City of Fergus Falls held a city council meeting on March 20, 2023 to consider this matter.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF Fergus Falls, MINNESOTA, that, after due consideration, the Mayor and Administrator of the City of Fergus Falls, MINNESOTA, hereby adopts the following findings of fact related to the project proposed by SCR SOLUTIONS INC. and its application for an award and/or rebate from the Job Creation Fund Program and express their of the Job Creation Fund Program application:

1. Finding that the project is in the public interest because it will encourage the growth of commerce and industry, prevent the movement of current or future operations to locations outside Minnesota, result in increased employment in Minnesota, and preserve or enhance the state and local tax base.
 - The project will result in an increase in local tax base, provide a direct increase in good paying local jobs, as well as an increase in indirect and induced jobs in the local economy. The project will result in the retention of SCR SOLUTIONS INC.'s existing operations within the City, as well as encourage future growth within the City and State, as opposed to the relocation of operations to one of several out-of-state locations.
2. Finding that the proposed project, in the opinion of the City Council, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future.
 - SCR SOLUTIONS INC. has indicated that local and state participation is vital to the project occurring at this location in the reasonably foreseeable future.
3. Finding that the proposed project conforms to the general plan for the development or redevelopment of the City as a whole.
 - The project is permitted by zoning in the proposed location.
4. Finding that the proposed project will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the redevelopment or development of the project by private enterprise. Growth of both good paying manufacturing jobs, as well as commercial/industrial tax base growth are indicated priorities of both the local economic development authority as well as the City Council. Through the fulfillment of these objectives, the proposed project affords maximum opportunity and is consistent with the sound needs of the city.

Sworn and Executed Under My Hand this [redacted] day of [redacted], 2023.



Council Action Recommendation

Page 1 of 1

Meeting Date:

March 20, 2023

Subject:

Change of Ownership- Reassignment of active tax abatement agreement with Northstar Behavioral Health

Recommendation:

Approve the reassignment of attached tax abatement agreement with Northstar Behavioral Health, LLC to NBH Fergus Falls, LLC

Background/Key Points:

Northstar Behavioral Health, a provider of mental health and chemical health programming in Fergus Falls that notably provides necessary in-patient services, has undergone a change in ownership. This necessitates a reassignment of the tax abatement agreement from the original ownership entity, Northstar Behavioral Health, LLC, to NBH Fergus Falls, LLC. The new ownership entity will continue operations without disruption.

The original tax abatement agreement between the City of Fergus Falls and Northstar Behavioral Health, LLC was signed September 1, 2019, citing tax base growth and the provision of services to the community as the public purpose. The abatement is for 100% of the City's share of real estate taxes derived from the property at 1174 Western Avenue to \$381,240 or February 1, 2031, whichever comes first.

The county board (who in 2019 signed their own tax abatement agreement with Northstar Behavioral Health, LLC) has recently approved assigning the existing lease (it is a County-owned facility), right to purchase, and county tax abatement to the new owner, NBH Fergus Falls, LLC and request the City similarly update the ownership entity in the abatement document. The attached ASSIGNMENT AND ASSUMPTION OF TAX ABATEMENT AGREEMENT was drafted by Taft.

Budgetary Impact:

Abatement of City real estate taxes up to \$381,240 or until February 1, 2031.

Respectfully Submitted:

Klara Beck,
Community Development Manager

Attached:

2019 Tax Abatement Agreement
ASSIGNMENT AND ASSUMPTION OF TAX ABATEMENT AGREEMENT

**ASSIGNMENT AND ASSUMPTION OF
TAX ABATEMENT AGREEMENT**

(Project located at 1174 Western Avenue, Fergus Falls, MN)

THIS ASSIGNMENT AND ASSUMPTION TAX ABATEMENT AGREEMENT (this “Assignment”) is made and entered into as of the ____ day of _____ 2023 (the “Effective Date”), by and among Northstar Behavioral Health, LLC, a Minnesota limited liability company (“Assignor”), NBH Fergus Falls, LLC, a Minnesota limited liability company and NBH Fergus IRTS, LLC, a Minnesota limited liability company (collectively, “Assignee”) and the City of Fergus Falls, Minnesota, municipal corporation and political subdivision of the State of Minnesota (“City”) for the limited purposes set forth in Section 5 hereof.

Recitals

WHEREAS, City and Assignor entered into that certain Tax Abatement Agreement dated as of September 1, 2019, a copy of which is attached hereto as Exhibit A (the “Tax Abatement Agreement”) for the Project defined in the Tax Abatement Agreement located at 1174 Western Avenue, Fergus Falls, Minnesota; and

WHEREAS, Assignor and Assignee, together with others, have entered into an Asset Purchase Agreement dated June 3, 2022, as may be amended from time to time, by which Assignor will sell and Assignee will buy substantially all the assets of Assignor (the “Purchase Agreement”). Capitalized terms not otherwise defined herein shall have the meaning given in the Purchase Agreement; and

WHEREAS, pursuant to the terms and conditions of the Tax Abatement Agreement, Assignor may assign its interest in the Tax Abatement Agreement to Assignee with the prior written approval of City; and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor wishes to assign its right, title and interest in the Tax Abatement Agreement to Assignee, and Assignee wishes to assume all of Assignor’s right, title and interest in, as well as all of Assignor’s obligations under, the Tax Abatement Agreement.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) paid by Assignee to Assignor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties agree as follows:

1. Assignor hereby transfers, grants, bargains, sells, conveys and assigns all of its right, title and interest as “Company” in and to the Tax Abatement Agreement to Assignee, subject to Section 3 below.

2. Assignee does hereby accept and assume all of the rights, duties, obligations and covenants of “Company” under the Tax Abatement Agreement, from and after the Effective Date through the termination of the Tax Abatement Agreement, subject to Section 3 below.

3. Assignor retains all of its rights under the Tax Abatement Agreement against the City, with respect to events or circumstances occurring prior to the Effective Date.

4. Assignor hereby warrants and represents that the Tax Abatement Agreement is in full force and effect and that Assignor has full authority and authorization to execute this Assignment.

5. The City hereby consents to and approves the assignment by Assignor to Assignee of all of Assignor's right, title and interest in the Tax Abatement Agreement. The City hereby warrants and represents that Assignor is in full compliance with all of the terms and conditions of the Tax Abatement Agreement, and no condition exists which, of itself, or upon the lapse or time, or the giving of notice (or any combination of the foregoing), might constitute a default under the Tax Abatement Agreement. Further, the City hereby releases Assignee from any and all covenants and obligations of the "Company" under the Tax Abatement Agreement to be performed, fulfilled, or complied with by the "Company" under the Tax Abatement Agreement arising on and prior to the Effective Date. The City hereby releases Assignor from all covenants and obligations of the "Company" under the Tax Abatement Agreement to be performed, fulfilled, or complied with by the "Company" under the Tax Abatement Agreement arising from and after the Effective Date.

6. Subject to the cap set by the Indemnity Holdback, Assignor shall indemnify, defend and hold Assignee harmless from any and all liabilities, claims, damages, costs or expenses (including reasonable attorneys' fees) for matters related to the Tax Abatement Agreement which arose or accrued prior to the Effective Date. Assignee will indemnify, defend and hold Assignor harmless from any and all liabilities, claims, damages, costs or expenses (including reasonable attorneys' fees) for matters related to the Tax Abatement Agreement arising or accruing after the Effective Date.

7. Notwithstanding anything in the Tax Abatement Agreement (as amended hereby) to the contrary, from and after the Effective Date any notices or other communication permitted or required to be delivered to "Company" under the Tax Abatement Agreement (as amended hereby) shall be delivered to Assignee at the addresses below:

NBH Fergus Falls, LLC and
NBH Fergus IRTS, LLC
1174 Western Avenue
Fergus Falls, MN 56537

With a copy to: Spencer Fane LLP
Attn: Orren Adams
1 North Brentwood Blvd.
St. Louis, MO 63105

8. The recitals set forth above are hereby incorporated into the substantive provisions of this Assignment. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, successors and assigns. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Assignment. This Assignment shall be governed and

controlled by Minnesota law. In case any provision in this Assignment shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Assignment shall be deemed to have been mutually drafted by Assignor and Assignee.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Tax Abatement Agreement as of the day and year first above written.

ASSIGNOR:

Northstar Behavioral Health, LLC,
a Minnesota limited liability company

By: _____
Name:
Title:

ASSIGNEE:

NBH Fergus Falls, LLC,
a Minnesota limited liability company

By: _____
Name:
Title:

NBH Fergus IRTS, LLC,
a Minnesota limited liability company

By: _____
Name:
Title:

CITY:

City of Fergus Falls, Minnesota
a municipal corporation and political
subdivision of the State of Minnesota

By: _____
Name:
Title:

By: _____
Name:
Title:

City is executing this Assignment for the purpose of Section 5 of this Assignment.

EXHIBIT A

Tax Abatement Agreement

TAX ABATEMENT AGREEMENT

BY AND BETWEEN

CITY OF FERGUS FALLS, MINNESOTA

AND

NORTHSTAR BEHAVIORAL HEALTH, LLC

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TAX ABATEMENT

THIS AGREEMENT, made as of the 1st day of September, 2019, by and between the City of Fergus Falls, Minnesota (the "City"), a municipal corporation and political subdivision of the State of Minnesota, and Northstar Behavioral Health, LLC, a Minnesota limited liability company (the "Company"),

WITNESSETH:

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

WHEREAS, the City believes that the operation of a certain Project (as defined herein), and fulfillment of this Agreement are vital and are in the best interests of the City, will result in enhancement of the tax base in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, apply to this Agreement; and

WHEREAS, the City has adopted criteria for awarding business subsidies that comply with the Business Subsidy Law, after a public hearing for which notice was published; and

WHEREAS, the City Council has approved this Agreement as a subsidy agreement under the Business Subsidy Law; and

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

ARTICLE I

DEFINITIONS

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

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

Company means Northstar Behavioral Health, LLC, a Minnesota limited liability company, its successors and assigns;

County means Otter Tail County, Minnesota;

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

Lease means the Lease Agreement between the City and the Company;

Project means the (i) lease of the existing building located at 1174 Western Avenue, in the City of Fergus Falls, from the County to the Company, (ii) capital improvements to be undertaken by the Company to the building, and (iii) the operation by the Company of a chemical dependency and mental health service facility in the building;

State means the State of Minnesota;

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

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

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

Tax Abatements means 100% of the City's share of real estate taxes derived from the Tax Abatement Property, abated in accordance with the Tax Abatement Program and this Agreement in an aggregate amount of \$381,240;

Term means the period in which this Agreement shall remain in effect, commencing on the date of this Agreement and continuing until the earlier of (i) the date the Company receives the Tax Abatements, or (ii) February 1, 2031, unless earlier terminated or rescinded in accordance with the terms contained herein;

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

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

(3) The City proposes, subject to the further provisions of this Agreement, to apply the Tax Abatements to the Company in consideration for the undertaking of the Project by the Company as further provided in this Agreement.

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

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

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

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

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

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

(5) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Company is now a party or by which it is bound, or constitutes a default under any of the foregoing.

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

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

ARTICLE III

UNDERTAKINGS BY COMPANY AND CITY

Section 3.1 Project. The costs of the Project shall be paid by the Company. In consideration for undertaking of the Project by the Company, the City shall pay the Company the Tax Abatements in an amount not to exceed \$381,240, pursuant to the Tax Abatement Program as provided in Section 3.7. The Company further agrees that it will construct the capital improvements in accordance with the Lease and at all times prior to the termination of this Agreement will operate and maintain the Project as required by the Lease.

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

Section 3.3 Business Subsidies Act.

(1) In order to satisfy the provisions of Minnesota Statutes, Sections 116J.993 to 116J.995 (the "Business Subsidies Act"), the Company acknowledges and agrees that the amount of the "Business Subsidy" granted to the Company under this Agreement is \$381,240 and that the Business Subsidy is needed because the Project is not sufficiently feasible for the Company to undertake without the Business Subsidy.

(2) The creation of jobs has been determined not to be a goal of the City for the Project pursuant to Minnesota Statutes, Sections 116J.993 to 116J.995 and the City has held a public hearing and set the wage and job goals at zero.

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

(4) The Company agrees to continue operations within the City for at least five (5) years after the benefit date, which is the date the Developer completes construction of the Project (the "Benefit Date").

(5) As of the date of this Agreement, in addition to the City, the County is providing financial assistance for the Project.

(6) ~~There is no parent corporation of the Company.~~

The Company has a parent company named Northridge Inc.

(7) The Company certifies that it does not appear on the Minnesota Department of Employment and Economic Development's list of recipients that have failed to meet the terms of a business subsidy agreement.

SL

Section 3.4 Change in Use of Project. The City's obligations pursuant to this Agreement shall be subject to the continued operation of the Project by the Company, or any successors or assigns of the Company approved by City as set forth in Section 3.5 below, during the Term.

Section 3.5 Transfer of Project and Assignment of Agreement. The Company represents and agrees that prior to the expiration or earlier termination of this Agreement the Company shall not assign this Agreement, without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed. The City shall be entitled to require as conditions to any such approval that:

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

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

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

Section 3.6 Real Property Taxes. The Company shall, so long as this Agreement remains in effect, pay all real property taxes with respect to all parts of the Tax Abatement Property owned by it which are payable pursuant to any statutory or contractual duty that shall accrue until title to the property is vested in another person. The Company agrees that for tax assessments so long as this Agreement remains in effect:

(1) It will not challenge the market value of the Tax Abatement Property with respect to the Project.

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

(3) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property with respect to the Project determined by any tax official to be applicable to the Project or the Company or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings with

respect to the Tax Abatement Property; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

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

Section 3.7 Duration of the Abatement Program. Subject to Section 3.8, the Tax Abatement Program shall exist for a period of up to 10 years beginning with real estate taxes payable in 2021 through 2030. On or before February 1 and August 1 of each year commencing August 1, 2021 until February 1, 2031 the City shall pay the Company the amount of the Tax Abatements received by the City in the previous six month period.

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

Section 3.8 Lease. In the event the Company does not extend the Lease pursuant to Section 3.4 (B) of the Lease or the Company exercises its option to purchase the building located at 1174 Western Avenue the Tax Abatement Program shall, if determined by the City, cease as of such date and this Agreement shall terminate.

ARTICLE IV

EVENTS OF DEFAULT

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

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

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

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

(4) The Company shall

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

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

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

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

Section 4.2 Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of 30 days' written notice to the Company citing with specificity the item or items of default and notifying the Company that it has 45 days within which to cure said Event of Default (or commence and diligently pursue such Event of Default if the Company is unable to cure within such 30 day period and the Company is diligently pursuing and can demonstrate progress toward curing the default). If the Company is unable to cure or commence a cure for the Event of Default within said forty five (45) days as required above:

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

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

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

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

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

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

Section 4.6 Release and Indemnification Covenants.

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

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

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

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

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

ARTICLE V

ADDITIONAL PROVISIONS

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

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

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

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

Northstar Behavioral Health, LLC
1350 Arcade St.
St. Paul, MN 55106
ATTN: Luke B. Wendlandt, Vice President of Business Development

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

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

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

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

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

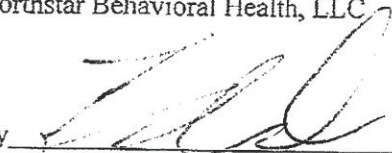
Section 5.6 Term. This Agreement shall remain in effect for the Term.

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

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

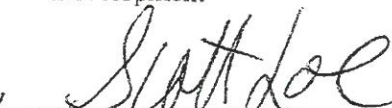
Northstar Behavioral Health, LLC

By



Its Vice President of Business
Development


By




Its Vice President of Finance

This is a signature page to the Tax Abatement by and between City of Fergus Falls, Minnesota and Northstar Behavioral Health, LLC.

CITY OF FERGUS FALLS, MINNESOTA

By 
Its Mayor

By 
Its City Administrator

This is a signature page to the Tax Abatement by and between City of Fergus Falls, Minnesota and Northstar Behavioral Health, LLC.

EXHIBIT A

PARCEL IDENTIFICATION NUMBER

71003500195064

A-1

RESOLUTION ALLOWING CLAIMS & ORDERING PAYMENT THEREOF

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

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

General

AT&T MOBILITY	DATA PLANS/FIRE CHIEF PHONE	278.71
AT&T MOBILITY	DATA PLANS/PREVENTION CHIEF	44.69
AT&T MOBILITY	DATA PLANS/TRAINING CHIEF	44.69
AT&T MOBILITY	IPADS & CELL PHONE DATA	356.99
ADMINISTRATOR'S CONTINGENCY FD	FEB 2023 ANALYSIS SVC CHARGE	151.00
ADMINISTRATOR'S CONTINGENCY FD	FEBRUARY INTEREST EARNED	.01-
ADMINISTRATOR'S CONTINGENCY FD	MARCH EMT REFRESHER COURSE (2)	319.98
ADVANCED CAPITAL GROUP INC	JAN-MARCH 2023 INVESTMENT FEE	3,750.00
ARAMARK UNIFORM SERVICES	FEBRUARY LINEN SUPPLY	957.74
AMERICAN TEST CENTER	MARCH ANNUAL LADDER TESTS	1,502.50
AMERITAS	MARCH DENTAL INSURANCE	4,020.40
SEAN ANDERSON	CLEANING WEEKS OF FEB 27-MAR 6	436.08
ARENA WAREHOUSE LLC	STANDARD DIAMOND DRESSER	159.00
BECKER ARENA PRODUCTS INC	TEM.GLASS 5/8" ROUND CORNER	1,836.78
BEYER BODY SHOP, INC.	TOW CHEVY IMPALA/23001987	125.00
BEYER BODY SHOP, INC.	TOW CHEVY TAHOE AND TRAILER	200.00
BEYER BODY SHOP, INC.	TOW SUBARU OUTBACK/23001986	150.00
CAPITAL IMPROVEMENT FUND	INS 49200 (101-49390-720)	9,405.56
CAPITAL IMPROVEMENT FUND	P.I. 5232 (101-43121-406)	53.83
CAPITAL IMPROVEMENT FUND	P.I. 5290 (101-49390-720)	1,565.80
CAPITAL IMPROVEMENT FUND	P.I. 5329 (101-49390-720)	2,438.54
CAPITAL IMPROVEMENT FUND	P.I. 5330 (101-49390-720)	269.12
CAPITAL IMPROVEMENT FUND	P.I. 5331 (101-43121-228)	143.71
CAPITAL IMPROVEMENT FUND	P.I. 5337 (101-43121-228)	912.30
CAPITAL IMPROVEMENT FUND	P.I. 5338 (101-43121-229)	5,930.68
CAPITAL IMPROVEMENT FUND	P.I. 5353 (101-43121-228)	19,481.12
CAPITAL IMPROVEMENT FUND	P.I. 5354 (101-43121-229)	7,448.29
CAPITAL IMPROVEMENT FUND	P.I. 5355 (101-43121-406)	10,948.12
CAPITAL IMPROVEMENT FUND	P.I. 5955 (101-49390-720)	10,974.75
CAPITAL IMPROVEMENT FUND	P.I. 6072 (101-49390-720)	4,189.25
CAPITAL IMPROVEMENT FUND	P.I. 6077 (101-49390-720)	154.00

General

CAPITAL IMPROVEMENT FUND	P.I. 9007 (101-43121-406)	1,157.23
CAPITAL IMPROVEMENT FUND	P.I. 9144 (101-45222-531)	15,424.73
CAPITAL IMPROVEMENT FUND	P.I. 9147 (101-45222-531)	7,020.12
CAPITAL IMPROVEMENT FUND	P.I. 9768 (101-49390-720)	167,000.00
CAPITAL IMPROVEMENT FUND	P.I. 9769 (101-43180-511)	77,774.50
CHARTER COMMUNICATIONS	03/02-04/01/23 CABLE	44.88
CHARTER COMMUNICATIONS	03/04-04/03/23 CABLE	52.62
CITY OF ALEXANDRIA	ZAMBONI BLADE SHARPENED	160.00
CLAY COUNTY PUBLIC HEALTH	CAMPGROUND LICENSE RENEWAL	416.00
CLAY COUNTY PUBLIC HEALTH	SEASONAL PERMIT/FOOD STAND	235.00
COMMISSIONER OF REVENUE	2023 FEBRUARY SALES TAX	50,692.00
COOPERS TECHNOLOGY GROUP	JANUARY LIFT DESK-FINANCE	1,298.00
COOPERS TECHNOLOGY GROUP	MARCH CHAIR MAT	212.26
COOPERS TECHNOLOGY GROUP	MARCH STAPLES	2.50
COSSETTE ELECTRIC LLC	RECEPTACLES FOR H2O FOUNTAIN	201.72
DAILY JOURNAL	AUG PLAN COMMISSION 08/22/22	105.88
DAILY JOURNAL	AUGUST PUBLISH ORDINANCE #30	240.63
DAILY JOURNAL	DEC SHORELAND MGMT UPDATE	77.00
DAILY JOURNAL	FEB ANNEXATION FF TOWNSHIP	144.38
DAILY JOURNAL	FEBRUARY PUBLISH ORDINANCE #31	231.00
DELUXE BUSINESS FORMS & SUP	US BANK DEPOSIT TICKET BOOKS	66.70
STATE OF MINNESOTA DEPARTMENT	MAR 2023 HAZ.CHEMICAL FEE	25.00
EMPLOYEES INSURANCE TRUST FUND	MARCH HEALTH INSURANCE	108,294.46
EMPLOYEES INSURANCE TRUST FUND	MARCH LIFE INSURANCE	2,747.15
EQUIPMENT FUND	DNR FIRE GRANT	1,320.00
EZ OPEN GARAGE DOOR	REPL.SPRINGS C.HALL O.H.DOOR E	1,794.06
FERGUS FALLS FIRE DEPARTMENT	2023 SUPP STATE FIRE AID	3,000.00
GALLS LLC	DUENOW TASER HOLSTER	55.87
GALLS LLC	HAKEN UNIFORM RETURN	74.80-
GALLS LLC	JOHNSON UNIFORM PURCHASE	101.79
GENERAL FUND	P.I. 9144 PROJECT REIMB	44,850.00-
GENERAL FUND	PI 9144 PROJECT REIMB	3,430.00-
GOODIN COMPANY	FEBRUARY GASKETS, REPAIR KIT	44.70
GOODIN COMPANY	FEBRUARY WALL HUNG GASKET	4.24
GREAT PLAINS NATURAL GAS CO	FEBRUARY NATURAL GAS EXPENSE	5,339.31
HIGH POINT NETWORKS LLC	AZURE ACTIVE DIRECTORY PREMIUM	240.97
HIGH POINT NETWORKS LLC	HPN MONTHLY M365/GSUITE BACKUP	228.00
HIGH POINT NETWORKS LLC	OFFICE 365 G3 GCC	589.03
HIGH POINT NETWORKS LLC	PROJECT PLAN 3 FOR GCC	9.68
HIGH POINT NETWORKS LLC	VISIO PLAN 2 FOR GCC	14.52
HOME DEPOT CREDIT SERVICES	FEB SILICONE/SCREWDRIVER MARCI	27.95
HOME DEPOT CREDIT SERVICES	MARCH FLOWERS	53.20
INNOVATIVE OFFICE SOLUTIONS	OFFICE SUPPLIES	154.46

General

JK SPORTS	12" ADULT SLOWPITCH SOFTBALLS	2,718.30
JK SPORTS	2023 SUMMER REC REPLICAS CAPS	4,283.40
KNUTSON LAWN SERVICE	SNOW REMOVAL 524 S MILL	544.50
LAKE REGION ELECTRIC COOP	FEB/SNOW REMOVAL/EQUIP BLDG	130.07
LAKE REGION ELECTRIC COOP	FEBRUARY ELECTRICITY EXPENSE	2,570.21
LEAGUE OF MN CITIES INS. TRUST	1ST QTR 2023 INSURANCE PREMIUM	102,762.50
LEAGUE OF MN CITIES INS. TRUST	2ND QTR 2023 INSURANCE PREMIUM	102,762.50
LEAGUE OF MN CITIES INS. TRUST	2ND QTR 2023 WORKERS' COMP	130,827.00
LEAGUE OF MINNESOTA CITIES	2023 LMC CONFERENCE-BREMSETH	425.00
LEAGUE OF MINNESOTA CITIES	2023 LMC CONFERENCE-SCHIERER	425.00
LEAGUE OF MINNESOTA CITIES	2023 LMC CONFERENCE-THOMPSON	425.00
VICTOR LUNDEEN COMPANY	MARCH COPY PAPER	990.00
MACQUEEN EQUIPMENT INC	MARCH FIRE SUPPRESSION DEVICES	600.00
MARCO TECHNOLOGIES LLC	02/27-03/27/23 COPIER RENT	651.71
MARCO TECHNOLOGIES LLC	11/27/22-02/26/23 COPY OVRAGE	50.03
MN STATE COMMUNITY & TECH COLL	MARCH MOORHEAD FIRE SCHOOL	510.00
MOBOTREX INC	MAR 3 SEC TRAFFIC LIGHT FRAME	278.00
NELSON AUTO CENTER	MARCH UNIT 3041 REPAIRS	690.30
NEO ELECTRICAL SOLUTIONS LLC	MALSR/FLASHER REPAIR	1,519.62
NEW HORIZONS ENERGY	FEBRUARY PROPANE-MAIN TERMINAL	2,387.33
NEW HORIZONS ENERGY	FEBRUARY PROPANE-SRE BUILDING	1,189.28
NYCKLEMOE & ELLIG, P.A.	MARCH PROSECUTING SERVICES	9,492.50
OFFICE OF ADMINISTRATIVE HEARI	FILING FEE-FF TOWNSHIP 2023	400.00
OFFICE OF MNIT SERVICES	FEBRUARY INTERNET USAGE	274.48
OTTER ELECTRIC LLC	INST SWITCH FOR JET FUEL PUMP	2,459.37
OTTER TAIL COUNTY TREASURER	923 N PARK/2022 PROPERTY TAXES	645.09
OTTER TAIL POWER COMPANY	FEBRUARY ELECTRICITY EXPENSE	44,995.02
OTTER TAIL POWER COMPANY	RECEIPT FORMS	124.73
OTTER TAIL TELCOM	FEBRUARY LONG DISTANCE CHARGES	7.30
OTTER TAIL TELCOM	MARCH ADDITIONAL LISTING	10.00
OTTER TAIL TELCOM	MARCH TELEPHONE EXPENSE	783.80
OTTER TAIL TELCOM	MARCH TELEPHONE LINES	200.58
PEMBERTON LAW, P.L.L.P.	JAN 2023 INVESTIGATIVE SERVICE	623.00
PITNEY BOWES CREDIT CORP	12/30/22-03/29/23 METER RENT	705.00
POLICE DEPT CONTINGENCY FUND	ESTEP BCA TRIP EXPENSES	51.72
POLICE DEPT CONTINGENCY FUND	ESTEP ICAC AIRLINES TICKETS	1,010.27
POLICE DEPT CONTINGENCY FUND	FOREMAN UNIFORM PURCHASE	188.47
POLICE DEPT CONTINGENCY FUND	JOHNSON DMT REFRESH CLASS FEE	75.00
POLICE DEPT CONTINGENCY FUND	MATTER TRAINING CLASS MEALS	53.16
POLICE DEPT CONTINGENCY FUND	WEST UNIFORM PURCHASE	25.00
POLICE DEPT PETTY CASH	CLASS MATERIALS	41.43
PRO-WEST & ASSOCIATES, INC	MARCH GIS TECH SUPPORT SVCS	1,390.54
BEN SCHIERER	MARCH MEETING-MEAL	5.74

General

SKY CREW SERVICES, LLC	APRIL MANAGEMENT FEES	3,500.00
SPEE*DEE DELIVERY SERVICE INC	FEBRUARY STANDARD SHIPPING	72.02
SPEE*DEE DELIVERY SERVICE INC	SHIPPING FEE	29.30
FRANKLIN STOCK	2023 SAFETY BOOT REIMBURSEMENT	125.00
U S BANK	MAR 2023 RETURNED CK/DORN & CO	285.00
VARIOUS FUNDS	MISC OFFICE EQUIP - JEAN B	182.00
VARIOUS FUNDS	SIT TO STAND DESK - JEAN B	445.00
VERIZON WIRELESS	CELL/AIR CARDS 2/2-3/1	1,082.29
WEX	FEB FLEX/HSA PART FEE	153.45
WILDLIFE FOREVER	2023 ANNUAL CERT. RENEWAL	500.00
WIMACTEL INC	MARCH TELEPHONE EXPENSE	198.00
	F U N D T O T A L	913,369.37

P.A. General

ATLAS OUTDOOR SERVICES LLC	MARCH/CBHH SNOW/LAWN CARE	1,000.00
CAPITAL IMPROVEMENT FUND	P.I. 5358 (202-46500-309)	11,183.00
COOPERS TECHNOLOGY GROUP	MARCH MOUSE PAD	12.80
EMPLOYEES INSURANCE TRUST FUND	MARCH HEALTH INSURANCE	1,182.42
EMPLOYEES INSURANCE TRUST FUND	MARCH LIFE INSURANCE	8.11
JOHNSON CONTROLS INC	MONTHLY MAINT -HVAC FEB	705.17
MARCO TECHNOLOGIES LLC	02/27-03/27/23 COPIER RENT	51.88
SUMMIT COMPANIES	MONTHLY MONITORING -MAR	32.50
UGSTAD PLUMBING INC	BOILER/GEN CK 02/21/23	90.00
UGSTAD PLUMBING INC	BOILER/GEN CK 03/01/23	90.00
UGSTAD PLUMBING INC	BOILER/GEN CK 03/06/23	90.00
WSB & ASSOCIATES INC	JAN ECONOMIC DEVELOPMENT ASSIS	669.50
WEX	FEB FLEX/HSA PART FEE	3.30
	F U N D T O T A L	15,118.68

Regional Treatment Center-City Operated

OTTER TAIL POWER COMPANY	FEBRUARY ELECTRICITY EXPENSE	723.01
	F U N D T O T A L	723.01

Public Library

ADMINISTRATOR'S CONTINGENCY FD	VOID CHECK #17591	15.00-
ARAMARK UNIFORM SERVICES	FEBRUARY LINEN SUPPLY	5.24
BAKER & TAYLOR INC	BOOKS	1,564.00
BAKER & TAYLOR INC	FREIGHT SURCHARGE	15.64
BAKER & TAYLOR INC	PROCESSING	109.92
EMPLOYEES INSURANCE TRUST FUND	MARCH HEALTH INSURANCE	6,748.72
EMPLOYEES INSURANCE TRUST FUND	MARCH LIFE INSURANCE	54.42
GREAT PLAINS NATURAL GAS CO	FEBRUARY NATURAL GAS EXPENSE	142.61
VICTOR LUNDEEN COMPANY	TAPE, MARKERS,	62.76
OTTER TAIL POWER COMPANY	FEBRUARY ELECTRICITY EXPENSE	4,671.78
OTTER TAIL TELCOM	MARCH LIBRARY FAX LINE	37.31
OTTER TAIL TELCOM	MARCH TELEPHONE EXPENSE	147.32
STAR TRIBUNE	SUBSCRIPTION	699.30
US BANK EQUIPMENT FINANCE	02/21-03/21/23 COPIER LEASE	579.28
WEX	FEB FLEX/HSA PART FEE	15.26
	F U N D T O T A L	14,838.56

Bigwood Event Center

ARAMARK	MARCH LINEN SUPPLY	450.58
CARDCONNECT	FEB CREDIT CARD FEES	233.70
COMMISSIONER OF REVENUE	2023 FEBRUARY SALES TAX	6.00
EMPLOYEES INSURANCE TRUST FUND	MARCH HEALTH INSURANCE	1,847.52
LEAGUE OF MN CITIES INS. TRUST	2023 LIQUOR LIABILITY	594.00
MARCO TECHNOLOGIES LLC	02/28-03/28/23 COPIER RENT	119.86
OTTER TAIL POWER COMPANY	FEBRUARY ELECTRICITY EXPENSE	2,412.16
OTTER TAIL TELCOM	MARCH BIGWOOD INTERNET LINE	163.59
ROASTED	MARCH 7TH EVENT/FOOD	647.28
SUMMIT COMPANIES	ANNUAL FIRE EXTINGUISHER INSPE	73.00
WEX	FEB FLEX/HSA PART FEE	2.75
	F U N D T O T A L	6,550.44

IRP Revolving Loan

WEST CENTRAL ABSTRACTING	O&E REPORT -IMRAYA PROPERTIES	85.00
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IRP Revolving Loan

WEST CENTRAL ABSTRACTING	O&E REPORT I-94 PROPERTIES LLC	85.00
	F U N D T O T A L	170.00

CDBG/HUD Revolving Loan

CORNERSTONE CABINETS & COUNTER	COUNTER TOPS/1005 PL RD/#507	4,870.00
	F U N D T O T A L	4,870.00

Capital Improvement

CAPITAL IMPROVEMENT FUND	P.I. 9147 PROJ REIMBURSEMENT	7,020.12-
CAPITAL IMPROVEMENT FUND	P.I. 9768 PROJ REIMB	77,739.00-
CAPITAL IMPROVEMENT FUND	PROJECT REIMBURSEMENTS	635,947.32-
JOEL CARLSON INC.	APRIL LEGISLATIVE FEES	2,285.00
COOPERS TECHNOLOGY GROUP	DESK EXTENSION CHILDREN'S AREA	744.32
DAILY JOURNAL	AUGUST ADVERTISE FOR BIDS	1,169.43
DAILY JOURNAL	FEB PROJECT-SUMMIT AVE	154.00
HOUSTON ENGINEERING INC	SUPPORT SERV. SW-184 LF	7,843.30
INTERSTATE ENGINEERING INC.	PROF SERV 01/08/23 TO 01/21/23	388.00
OLSON & NESVOLD ENGINEERS	PRO SERVICES 10/25/19-12/31/22	135,528.30
OLSON & NESVOLD ENGINEERS	PRO SERVICES 2023	540.00
PEMBERTON LAW, P.L.L.P.	DAIRY APPRAISEL MATTER	3,632.50
TAFT STETTINIUS HOLLISTER LLP	2022 CONTRACT MATTER	6,833.00
	F U N D T O T A L	561,588.59-

Airport Capital Improvement

DAILY JOURNAL	DEC REPLACE FUEL SYSTEM-AIRPOR	996.18
NATIONAL SEALANT & CONCRETE	PAY EST NO.1 PVMNT MAINT.APRON	53,868.94
	F U N D T O T A L	54,865.12

P.I.R. Projects

CAPITAL IMPROVEMENT FUND	P.I. 5955 (499-49390-720)	10,180.20
CAPITAL IMPROVEMENT FUND	P.I. 5956 (499-49390-720)	3,357.93
CAPITAL IMPROVEMENT FUND	P.I. 99995 (499-49390-720)	3,245.37
	F U N D T O T A L	16,783.50

Liquor Store

ARAMARK UNIFORM SERVICES	FEBRUARY LINEN SUPPLY	236.90
ARTISAN BEER COMPANY	MARCH/BEER	3,550.26
ARTISAN BEER COMPANY	MARCH/MIX	983.80
BEVERAGE WHOLESALERS INC	MARCH/BEER	35,480.29
BEVERAGE WHOLESALERS INC	MARCH/LIQUOR	1,792.75
BEVERAGE WHOLESALERS INC	MARCH/MIX	191.60
BEVERAGE WHOLESALERS INC	MARCH/WINE	812.52
BRAUN VENDING INC	MARCH SUPPLIES-WATER	49.00
BRAUN VENDING INC	MARCH WATER COOLER RENT	16.00
BREAKTHRU BEVERAGE MINNESOTA	MARCH/FREIGHT	383.77
BREAKTHRU BEVERAGE MINNESOTA	MARCH/LIQUOR	31,955.98
BREAKTHRU BEVERAGE MINNESOTA	MARCH/MIX	241.99
BREAKTHRU BEVERAGE MINNESOTA	MARCH/WINE	776.08
CAPITAL IMPROVEMENT FUND	P.I. 9145 (608-49390-720)	9,770.00
CARLOS CREEK WINERY	MARCH/WINE	585.00
CAYAN	FEBRUARY 2023 CR CD FEES	11,802.21
VIKING COCA-COLA BOTTLING CO	MARCH/MIX	1,029.55
COMMISSIONER OF REVENUE	2023 FEBRUARY SALES TAX	97.73
COPPER TRAIL BREWING CO	MARCH/BEER	315.48
D-S BEVERAGES, INC.	MARCH/BEER	21,308.34
D-S BEVERAGES, INC.	MARCH/LIQUOR	55.70
D-S BEVERAGES, INC.	MARCH/MIX	87.00
DACOTAH PAPER CO	MARCH SUPPLIES-BAGS	199.68
DELUXE BUSINESS FORMS & SUP	US BANK DEPOSIT TICKET BOOKS	133.40
EMPLOYEES INSURANCE TRUST FUND	MARCH HEALTH INSURANCE	9,306.46
EMPLOYEES INSURANCE TRUST FUND	MARCH LIFE INSURANCE	23.33
FERGUS BREWING COMPANY LLC	MARCH/BEER	592.00
FERGUS HOME & HARDWARE	MAR CARPET STAIRS TO OFFICE	500.00
GREAT PLAINS NATURAL GAS CO	FEBRUARY NATURAL GAS EXPENSE	1,044.30
HOME DEPOT CREDIT SERVICES	FEB ROUGHNECK 32,PLIERS,LIGHTS	174.24
HOME DEPOT CREDIT SERVICES	MARCH LIQUID NAIL, CUTTING BIT	47.60
JOHNSON BROTHERS LIQUOR CO	MARCH/FREIGHT	303.95

Liquor Store

JOHNSON BROTHERS LIQUOR CO	MARCH/LIQUOR	4,473.70
JOHNSON BROTHERS LIQUOR CO	MARCH/MIX	74.00
JOHNSON BROTHERS LIQUOR CO	MARCH/WINE	8,163.59
JUNKYARD BREWING COMPANY LLC	MARCH/BEER	419.00
LEAGUE OF MN CITIES INS. TRUST	2023 LIQUOR LIABILITY	7,575.00
LIQUOR STORE	RECEIPT MARCH RENT	358.00-
THE MCKINNON COMPANY INC	MARCH/MIX-RED BULL	77.38
OTTER TAIL POWER COMPANY	FEBRUARY ELECTRICITY EXPENSE	3,985.39
OTTER TAIL TELCOM	MARCH TELEPHONE EXPENSE	312.25
PHILLIPS WINE & SPIRITS CO	MARCH/FREIGHT	153.90
PHILLIPS WINE & SPIRITS CO	MARCH/LIQUOR	5,167.18
PHILLIPS WINE & SPIRITS CO	MARCH/WINE	1,968.33
SMALL LOT MN	MARCH/FREIGHT	18.00
SMALL LOT MN	MARCH/WINE	784.20
SOUTHERN GLAZER'S OF MN	MARCH/FREIGHT	275.88
SOUTHERN GLAZER'S OF MN	MARCH/LIQUOR	14,811.10
SOUTHERN GLAZER'S OF MN	MARCH/MIX	72.88-
SOUTHERN GLAZER'S OF MN	MARCH/WINE	402.66
TALKING WATERS BREWING CO LLC	MARCH/BEER	285.00
WEX	FEB FLEX/HSA PART FEE	23.24
	F U N D T O T A L	182,385.83

Refuse Disposal

ARAMARK UNIFORM SERVICES	FEBRUARY LINEN SUPPLY	252.96
CAPITAL IMPROVEMENT FUND	P.I. 9771 (609-49526-309)	67,806.38
COMMISSIONER OF REVENUE	2023 FEBRUARY SALES TAX	204.01
COMMISSIONER OF REVENUE	2023 FEBRUARY SWMT	28,943.00
EMPLOYEES INSURANCE TRUST FUND	MARCH HEALTH INSURANCE	15,180.25
EMPLOYEES INSURANCE TRUST FUND	MARCH LIFE INSURANCE	64.21
MARCO TECHNOLOGIES LLC	02/27-03/27/23 COPIER RENT	194.74
MARCO TECHNOLOGIES LLC	11/27/22-02/26/23 COPY OVERAGE	24.31
NEW HORIZONS ENERGY	FEBRUARY PROPANE	2,436.83
OTTER TAIL COUNTY TREASURER	FEBRUARY TIPPING FEES	71,554.71
OTTER TAIL POWER COMPANY	FEBRUARY ELECTRICITY EXPENSE	336.99
OTTER TAIL POWER COMPANY	JANUARY SERVICE-MAIL BILLS	78.56
OTTER TAIL TELCOM	MARCH TELEPHONE EXPENSE	143.21
REVTRAK INC	FEB 2023 CR CD FEES	2,089.63
WEX	FEB FLEX/HSA PART FEE	16.50

Refuse Disposal

	F U N D T O T A L	189,326.29
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Sewage Treatment

ARAMARK UNIFORM SERVICES	FEBRUARY LINEN SUPPLY	196.68
CAPITAL IMPROVEMENT FUND	P.I. 5341 (610-49480-406)	3,340.01
CAPITAL IMPROVEMENT FUND	P.I. 5955 (610-17900-000)	10,180.20
CAPITAL IMPROVEMENT FUND	P.I. 7216 (610-17900-000)	85,733.55
CAPITAL IMPROVEMENT FUND	P.I. 9502 (610-49480-406)	1,547.53
CAPITAL IMPROVEMENT FUND	P.I. 9768 (610-17900-000)	17,600.00
DELZER CONSTRUCTION	REPAIR SEWER/702 W MAPLE	2,975.10
DELZER CONSTRUCTION	REPAIR SEWER/943 W SUMMIT	5,459.60
STATE OF MINNESOTA DEPARTMENT	MAR 2023 HAZ.CHEMICAL FEE	100.00
EMPLOYEES INSURANCE TRUST FUND	MARCH HEALTH INSURANCE	11,009.06
EMPLOYEES INSURANCE TRUST FUND	MARCH LIFE INSURANCE	43.94
GENESEE & WYOMING RAILROAD SVC	2023 OTVR ANNUAL FEE L277556-P	1,528.02
GENESEE & WYOMING RAILROAD SVC	2023 OTVRR PERMIT NO.240393	12,093.52
TOM LACHOWITZER	MARCH SEWER SCHOOL	92.90
LAKE REGION ELECTRIC COOP	FEBRUARY ELECTRICITY EXPENSE	193.32
MARCO TECHNOLOGIES LLC	02/27-03/27/23 COPIER RENT	194.72
MARCO TECHNOLOGIES LLC	11/27/22-02/26/23 COPY OVERAGE	24.31
MN POLLUTION CONTROL AGENCY	MAR ANNUAL WATER PERMIT FEE	5,900.00
OTTER TAIL POWER COMPANY	FEBRUARY ELECTRICITY EXPENSE	9,709.69
OTTER TAIL POWER COMPANY	JANUARY SERVICE-MAIL BILLS	78.56
OTTER TAIL TELCOM	MARCH TELEPHONE EXPENSE	141.01
QUALITY FLOW SYSTEMS, INC	ROTARY LOBE PUMP	23,967.00
QUALITY FLOW SYSTEMS, INC	25HP 1800RPM MOTOR	8,760.00
RMB ENVIRONMENTAL LABORATORIES	MAR ANALYSIS	933.93
RMB ENVIRONMENTAL LABORATORIES	MAR MAR ANALYSIS	130.68
REVTRAK INC	FEB 2023 CR CD FEES	2,089.63
SPEE*DEE DELIVERY SERVICE INC	FEB STANDARD SHIPPING	35.04
SPEE*DEE DELIVERY SERVICE INC	MAR SHIPPING	34.84
USA BLUEBOOK	FEB TENSETTE PIPET 1-10ML	468.67
WEX	FEB FLEX/HSA PART FEE	13.75
	F U N D T O T A L	204,575.26

Water

Water

ADMINISTRATOR'S CONTINGENCY FD	MARCH UTILITIES REFUND	148.43
ARAMARK UNIFORM SERVICES	FEBRUARY LINEN SUPPLY	208.16
MICHAEL BYE	MARCH WATER SCHOOL	19.00
CAPITAL IMPROVEMENT FUND	P.I. 5346 (611-49420-406)	7,508.58
CAPITAL IMPROVEMENT FUND	P.I. 5955 (611-17900-000)	11,669.99
CAPITAL IMPROVEMENT FUND	P.I. 8184 (611-17900-000)	322.95
CAPITAL IMPROVEMENT FUND	P.I. 8231 (611-17900-000)	2,943.55
CAPITAL IMPROVEMENT FUND	P.I. 8232 (611-17900-000)	39,759.71
CAPITAL IMPROVEMENT FUND	P.I. 9768 (611-17900-000)	17,600.00
COOPERS TECHNOLOGY GROUP	MARCH CHAIR MAT	212.26
COSSETTE ELECTRIC LLC	MAR UNHOOK PUMP @ PUMP STATION	92.00
DELUXE BUSINESS FORMS & SUP	US BANK DEPOSIT TICKET BOOKS	66.70
DELZER CONSTRUCTION	REPAIR WATER LINE/111 LYDIA LN	3,628.40
DELZER CONSTRUCTION	REPAIR WATER/115 N LAKESIDE DR	2,232.40
DELZER CONSTRUCTION	REPAIR WATER/1822 SHOREVIEW DR	4,120.40
STATE OF MINNESOTA DEPARTMENT	MAR 2023 HAZ.CHEMICAL FEE	100.00
EMPLOYEES INSURANCE TRUST FUND	MARCH HEALTH INSURANCE	8,010.15
EMPLOYEES INSURANCE TRUST FUND	MARCH LIFE INSURANCE	57.46
ETHANOL PRODUCTS, LLC	MAR CO2	1,186.00
FERGUSON WATERWORKS #1657	MAR 5/8 T10 METER R900I USG	813.88
GENERAL FUND	PI 9144 PROJECT REIMB	3,430.00
GENESEE & WYOMING RAILROAD SVC	2023 OTVR PERMIT FEE L83196	342.07
GOIN' POSTAL FERGUS FALLS	MARCH POSTAGE	13.98
GOODIN COMPANY	MAR BALL VALVE SOC,TEE,PIPE	279.68
GOODIN COMPANY	MAR PVC UNION, TEE, SOCKET	37.04
GOODIN COMPANY	MAR RING HANGER,SOC VITON,TEE	11.55
GRAYMONT (WI) LLC	MAR HIGH CALCIUM QUICKLIME	7,716.58
HAWKINS INC	MAR AMMONIA ANHYDROUS	411.60
HAWKINS INC	MAR CHLORINE 2000 LB CYL	2,064.00
HAWKINS INC	MAR FERRIC SULFATE INC SHIP	2,061.27
HOME DEPOT CREDIT SERVICES	MAR EFFICIENCY PLUNGER (WTP)	8.47
MARCO TECHNOLOGIES LLC	02/27-03/27/23 COPIER RENT	275.07
MARCO TECHNOLOGIES LLC	11/27/22-02/26/23 COPY OVERAGE	35.91
METRO SALES, INC	02/08-03/07/23 COPIER RENT	63.68
MN DEPARTMENT OF HEALTH	1ST QTR 2023 WATER CONNECTIONS	12,232.00
TRAVIS OLSON	MARCH WATER SCHOOL	98.56
OTTER TAIL POWER COMPANY	FEBRUARY ELECTRICITY EXPENSE	5,791.40
OTTER TAIL POWER COMPANY	JANUARY SERVICE-MAIL BILLS	78.56
OTTER TAIL TELCOM	MARCH TELEPHONE EXPENSE	162.09
PREFERRED CONTROLS INC	FEB PROGRAM VFD CTY 1 BOOSTER	1,828.10
RMB ENVIRONMENTAL LABORATORIES	1ST HALF MARCH BACTERIA MONITO	170.97
REVTRAK INC	FEB 2023 CR CD FEES	2,089.64
ARNO STEYN	MARCH WATER SCHOOL	109.35

Water

WEX	FEB FLEX/HSA PART FEE	19.25
	F U N D T O T A L	140,030.84

Storm Water

CAPITAL IMPROVEMENT FUND	P.I. 5955 (612-17900-000)	6,654.38
CAPITAL IMPROVEMENT FUND	P.I. 7766 (612-17900-000)	12,275.87
CAPITAL IMPROVEMENT FUND	P.I. 7767 (612-17900-000)	13,196.59
CAPITAL IMPROVEMENT FUND	P.I. 9768 (612-17900-000)	42,539.00
GENERAL FUND	P.I. 9144 PROJECT REIMB	44,850.00
GENESEE & WYOMING RAILROAD SVC	2023 OTVR ANNUAL FEE 247328	1,962.00
OTTER TAIL POWER COMPANY	FEBRUARY ELECTRICITY EXPENSE	152.67
	F U N D T O T A L	121,630.51

Equipment

ARAMARK UNIFORM SERVICES	FEBRUARY LINEN SUPPLY	317.72
ASHBY EQUITY ASSOCIATION	MAR BULK ANTI-FREEZE	536.25
AUTO VALUE - FERGUS FALLS	MAR A/C BELT UNIT 65	18.99
AUTO VALUE - FERGUS FALLS	MAR DIESEL 10W30 ROTELLA T4 OI	41.57
AUTO VALUE - FERGUS FALLS	MAR FEMALE FLAT FACE HYD FITTI	43.58
AUTO VALUE - FERGUS FALLS	MAR HYD FILTER UNIT 251	37.23
AUTO VALUE - FERGUS FALLS	MAR MOLDED COOLANT HOSE U-65	75.99
AUTO VALUE - FERGUS FALLS	MAR OIL FILTER (STK)	7.74
AUTO VALUE - FERGUS FALLS	MAR PRESS WASHER NOZZLES	31.99
AUTO VALUE - FERGUS FALLS	MAR STOCK PARTS ORDER	196.56
AUTO VALUE - FERGUS FALLS	MAR TUBELESS TIRE REPAIR	8.99
AUTO VALUE - FERGUS FALLS	MAR VULCANIZING COMPOUND	7.49
AUTO VALUE - FERGUS FALLS	MAR 1/4" HYD HOSE (BULK)	241.31
AUTO VALUE - FERGUS FALLS	MAR 3/4" METAL VALVE EXT	15.99
COMMISSIONER OF REVENUE	2023 FEBRUARY SPECIAL FUEL TAX	897.18
COMMISSIONER OF REVENUE	2023 FEBRUARY SALES TAX	116.26
STATE OF MINNESOTA DEPARTMENT	MAR HAZ.CHEMICAL FEE 2023	25.00
EMPLOYEES INSURANCE TRUST FUND	MARCH HEALTH INSURANCE	6,892.66
EMPLOYEES INSURANCE TRUST FUND	MARCH LIFE INSURANCE	27.04

Equipment

EQUIPMENT FUND	DNR FIRE GRANT	1,320.00-
JOHN DEERE FINANCIAL	FEB GRAPHITE SPRAY (SHOP)	60.18
JOHN DEERE FINANCIAL	FEB WATER PUMP/REAR AXLE PARTS	1,234.95
JOHN DEERE FINANCIAL	MAR BALL BEARINGS UNIT 944	38.08
JOHN DEERE FINANCIAL	MAR BEARING SLEEVE UNIT 944	17.40
FASTENAL COMPANY	MAR 3/8" BOLT/NUTS/WASHERS	33.64
NAPA AUTO PARTS - FERGUS FALLS	MAR DRILL SET/HOLDER (SHOP)	19.99
GREAT PLAINS NATURAL GAS CO	FEBRUARY NATURAL GAS EXPENSE	4,949.48
HOME DEPOT CREDIT SERVICES	FEB 14.10OZ PROPANE CYL (SHOP)	25.12
INLAND TRUCK PARTS COMPANY	MAR BRAKE SHOE/HARDWARE KITS\	655.62
M-B COMPANIES INC	FEB PARTS ORDER UNIT 500	301.61
MARCO TECHNOLOGIES LLC	02/27-03/27/23 COPIER RENT	77.32
MARCO TECHNOLOGIES LLC	11/27/22-02/26/23 COPY OVERAGE	3.36
MINNESOTA MOTOR COMPANY	FEBRUARY CAR WASHES	25.00
NORTHWEST TIRE INC	2092 TIRES	759.16
OLSON OIL COMPANY INC	MAR #1 RED DIESEL (SHOP)	12,657.40
OLSON OIL COMPANY INC	MAR #2 DIESEL FUEL (AIRPORT)	1,503.87
OLSON OIL COMPANY INC	MAR #2 RED DIESEL(SHOP)	11,257.82
OLSON OIL COMPANY INC	MAR UNLEADED FUEL (SHOP)	22,524.40
OLYMPIC SALES INC	FEB TOGGLE CLAMP UNIT 228	281.20
OTTER TAIL POWER COMPANY	FEBRUARY ELECTRICITY EXPENSE	2,864.57
OTTER TAIL TELCOM	MARCH TELEPHONE EXPENSE	36.03
PRODUCTIVITY PLUS ACCOUNT	MAR ARCTIC PUSHER PARTS ORDER	3,899.56
PRODUCTIVITY PLUS ACCOUNT	MARCH FINANCE CHARGE	8.20
PRODUCTIVITY PLUS ACCOUNT	MARCH MINUS FREIGHT	187.76-
ROYAL TIRE INC	FEB BD BDM 11R22.5 TIRES	1,565.72
SANITATION PRODUCTS INC	MAR CUSHION VALVE PISTON (STK)	601.51
BEN SCHIERER	MARCH MOTOR FUEL	27.75
SUMMIT COMPANIES	MARCH SPRINKLER & BACKFLOW INS	496.00
WALLWORK TRUCK CENTER F.F.	MAR AXLE SEAL UNIT 263	48.57
WALLWORK TRUCK CENTER F.F.	MAR BRAKE SHOE CORE CREDIT	72.80-
WALLWORK TRUCK CENTER F.F.	MAR INNER NUT UNIT 263	31.48
WALLWORK TRUCK CENTER F.F.	MAR INNER NUT/LOCK NUT U-263	52.20
WALLWORK TRUCK CENTER F.F.	MAR TAPER DOWELS UNIT 263	45.89
WALLWORK TRUCK CENTER F.F.	MAR TAPERED BEARING UNIT 263	67.32
WEX	FEB FLEX/HSA PART FEE	5.50
ZIEGLER INC.	MAR BULK OIL SAMPLE KITS	1,250.00
ZIEGLER INC.	MAR CREDIT RETURNED SWITCH	100.15-
ZIEGLER INC.	MAR CUTTING EDGE BOLTS 4"	77.49
ZIEGLER INC.	MAR HYD COUPLERS UNIT 279	287.52
ZIEGLER INC.	MAR SWITCH ASSM UNIT 296	132.48
	F U N D T O T A L	75,782.22

Employees Insurance

EMPLOYEES INSURANCE TRUST FUND	RECEIPT MARCH HEALTH INSURANCE	168,471.70-
EMPLOYEES INSURANCE TRUST FUND	RECEIPT MARCH LIFE INSURANCE	3,025.66-
	F U N D T O T A L	171,497.36-

Flexible Benefit Agency

MII LIFE INCORPORATED	2022 FLEX PLAN REIMB	500.00
WEX	2023 FLEX PLAN REIMB 03/02/23	2,412.02
WEX	2023 FLEX PLAN REIMB 03/05/23	1,556.89
	F U N D T O T A L	4,468.91

PEG Access

LIQUOR STORE	MARCH RENT	358.00
OTTER TAIL POWER COMPANY	FEBRUARY ELECTRICITY EXPENSE	133.16
OTTER TAIL TELCOM	MARCH TELEPHONE EXPENSE	222.49
	F U N D T O T A L	713.65

Fergus Falls Convention and Visitor's Bureau, Inc.

ACUITY INSURANCE	ADD'L 2023 WORKERS' COMP	7.00
RICHES PROPERTIES LLC	APRIL RENT	525.00
RICHES PROPERTIES LLC	CVB RENT DEPOSIT	525.00
RICHES PROPERTIES LLC	1/2 MARCH 2023 RENT	287.90
VARIOUS FUNDS	MISC OFFICE EQUIPMENT	627.00-
VERIZON WIRELESS	MARCH CELL PHONE EXPENSE	111.72
	F U N D T O T A L	829.62
	T O T A L A L L F U N D S	1,213,945.86

3/20/2023

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

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

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

3/20/2023

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

COMMISSIONER OF REVENUE	80,956.18
STATE OF MINNESOTA DEPARTMENT	250.00
FERGUS FALLS FIRE DEPARTMENT	3,000.00
MN DEPARTMENT OF HEALTH	12,232.00
MN POLLUTION CONTROL AGENCY	5,900.00
OTTER TAIL COUNTY TREASURER	72,199.80
AT&T MOBILITY	725.08
ACUITY INSURANCE	7.00
ADMINISTRATOR'S CONTINGENCY FD	604.40
ADVANCED CAPITAL GROUP INC	3,750.00
ARAMARK UNIFORM SERVICES	2,175.40
ARAMARK	450.58
AMERICAN TEST CENTER	1,502.50
AMERITAS	4,020.40
SEAN ANDERSON	436.08
ARENA WAREHOUSE LLC	159.00
ARTISAN BEER COMPANY	4,534.06
ASHBY EQUITY ASSOCIATION	536.25
ATLAS OUTDOOR SERVICES LLC	1,000.00
AUTO VALUE - FERGUS FALLS	727.43
BAKER & TAYLOR INC	1,689.56
BECKER ARENA PRODUCTS INC	1,836.78
BEVERAGE WHOLESALERS INC	38,277.16
BEYER BODY SHOP, INC.	475.00
BRAUN VENDING INC	65.00
BREAKTHRU BEVERAGE MINNESOTA	33,357.82
MICHAEL BYE	19.00
CARDCONNECT	233.70
CARLOS CREEK WINERY	585.00
JOEL CARLSON INC.	2,285.00
CAYAN	11,802.21
CHARTER COMMUNICATIONS	97.50
CITY OF ALEXANDRIA	160.00
CLAY COUNTY PUBLIC HEALTH	651.00
VIKING COCA-COLA BOTTLING CO	1,029.55
COOPERS TECHNOLOGY GROUP	2,482.14
COPPER TRAIL BREWING CO	315.48
CORNERSTONE CABINETS & COUNTER	4,870.00
COSSETTE ELECTRIC LLC	293.72
D-S BEVERAGES, INC.	21,451.04
DACOTAH PAPER CO	199.68
DAILY JOURNAL	3,118.50
DELUXE BUSINESS FORMS & SUP	266.80
DELZER CONSTRUCTION	18,415.90
ETHANOL PRODUCTS, LLC	1,186.00
EZ OPEN GARAGE DOOR	1,794.06
JOHN DEERE FINANCIAL	1,350.61

3/20/2023

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

FASTENAL COMPANY	33.64
FERGUS BREWING COMPANY LLC	592.00
FERGUS HOME & HARDWARE	500.00
FERGUSON WATERWORKS #1657	813.88
GALLS LLC	82.86
NAPA AUTO PARTS - FERGUS FALLS	19.99
GENESEE & WYOMING RAILROAD SVC	15,925.61
GOIN' POSTAL FERGUS FALLS	13.98
GOODIN COMPANY	377.21
GRAYMONT (WI) LLC	7,716.58
GREAT PLAINS NATURAL GAS CO	11,475.70
HAWKINS INC	4,536.87
HIGH POINT NETWORKS LLC	1,082.20
HOME DEPOT CREDIT SERVICES	336.58
HOUSTON ENGINEERING INC	7,843.30
INLAND TRUCK PARTS COMPANY	655.62
INNOVATIVE OFFICE SOLUTIONS	154.46
INTERSTATE ENGINEERING INC.	388.00
JK SPORTS	7,001.70
JOHNSON BROTHERS LIQUOR CO	13,015.24
JOHNSON CONTROLS INC	705.17
JUNKYARD BREWING COMPANY LLC	419.00
KNUTSON LAWN SERVICE	544.50
TOM LACHOWITZER	92.90
LAKE REGION ELECTRIC COOP	2,893.60
LEAGUE OF MN CITIES INS. TRUST	344,521.00
LEAGUE OF MINNESOTA CITIES	1,275.00
VICTOR LUNDEEN COMPANY	1,052.76
M-B COMPANIES INC	301.61
MII LIFE INCORPORATED	500.00
MACQUEEN EQUIPMENT INC	600.00
MARCO TECHNOLOGIES LLC	1,703.22
THE MCKINNON COMPANY INC	77.38
METRO SALES, INC	63.68
MINNESOTA MOTOR COMPANY	25.00
MN STATE COMMUNITY & TECH COLL	510.00
MOBOTREX INC	278.00
NATIONAL SEALANT & CONCRETE	53,868.94
NELSON AUTO CENTER	690.30
NEO ELECTRICAL SOLUTIONS LLC	1,519.62
NEW HORIZONS ENERGY	6,013.44
NORTHWEST TIRE INC	759.16
NYCKLEMOE & ELLIG, P.A.	9,492.50
OFFICE OF ADMINISTRATIVE HEARI	400.00
OFFICE OF MNIT SERVICES	274.48
OLSON OIL COMPANY INC	47,943.49
OLSON & NESVOLD ENGINEERS	136,068.30

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

TRAVIS OLSON	98.56
OLYMPIC SALES INC	281.20
OTTER ELECTRIC LLC	2,459.37
OTTER TAIL POWER COMPANY	76,136.25
OTTER TAIL TELCOM	2,366.98
PEMBERTON LAW, P.L.L.P.	4,255.50
PHILLIPS WINE & SPIRITS CO	7,289.41
PITNEY BOWES CREDIT CORP	705.00
POLICE DEPT CONTINGENCY FUND	1,403.62
POLICE DEPT PETTY CASH	41.43
PREFERRED CONTROLS INC	1,828.10
PRODUCTIVITY PLUS ACCOUNT	3,720.00
PRO-WEST & ASSOCIATES, INC	1,390.54
QUALITY FLOW SYSTEMS, INC	32,727.00
RMB ENVIRONMENTAL LABORATORIES	1,235.58
REVTRAK INC	6,268.90
RICHES PROPERTIES LLC	1,337.90
ROASTED	647.28
ROYAL TIRE INC	1,565.72
SANITATION PRODUCTS INC	601.51
BEN SCHIERER	33.49
SKY CREW SERVICES, LLC	3,500.00
SMALL LOT MN	802.20
SOUTHERN GLAZER'S OF MN	15,416.76
SPEE*DEE DELIVERY SERVICE INC	171.20
STAR TRIBUNE	699.30
ARNO STEYN	109.35
FRANKLIN STOCK	125.00
SUMMIT COMPANIES	601.50
TAFT STETTINIUS HOLLISTER LLP	6,833.00
TALKING WATERS BREWING CO LLC	285.00
UGSTAD PLUMBING INC	270.00
USA BLUEBOOK	468.67
U S BANK	285.00
US BANK EQUIPMENT FINANCE	579.28
VERIZON WIRELESS	1,194.01
WSB & ASSOCIATES INC	669.50
WALLWORK TRUCK CENTER F.F.	172.66
WEST CENTRAL ABSTRACTING	170.00
WEX	4,221.91
WILDLIFE FOREVER	500.00
WIMACTEL INC	198.00
TOTAL OTHER GOVERNMENT	174,537.98
TOTAL OTHER VENDORS	1,039,407.88

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

TOTAL ALL VENDORS

1,213,945.86