



City Council Agenda
July 3, 2023
5:30 pm in the City Council Chambers

Invocation – Pastor Kate Bruns
Pledge of Allegiance

- A. Call to Order
- B. Roll Call
- C. Approval of the Agenda
- D. Public Hearings
 - 1. Oak Street Vacation Hearing
 - a. Motion directing the City Attorney to draft an ordinance for the vacation of the platted Oak Street right of way between Blocks 6 & 7, Nelson's 2nd Addition
- E. Awarding of Bids
- F. Petitions, Communications and Open Forum
 - 1. Open forum
- G. Consent Agenda
 - 1. Motion approving the minutes from the June 20, 2023 City Council meeting and the June 28, 2023 Committee of the Whole meeting
 - 2. Motion approving licenses
 - 3. Resolution restricting parking on the north side of Stanton Avenue from Vine Street to Union as a part of City Project 5959, the Stanton Avenue reconstruction project
 - 4. Resolution designating diagonal parking on the south side of Stanton Avenue from Vine Street to Union Avenue as a part of City Project 5959, the Stanton Avenue reconstruction project
 - 5. Resolution approving a purchase agreement for the parking lot adjacent to the former flour mill building
 - 6. Motion amending the 2023 fee schedule to add a sound system rental fee
 - 7. Resolution approving the purchase of a garbage truck
 - 8. Motion directing the City Attorney to amend City Code 91.52 to include quail as poultry animals allowed under the chicken permit
 - 9. Resolution approving the State of Minnesota Joint Powers Agreement with the City of Fergus Falls on behalf of its Police Department regarding the Minnesota Internet Crimes Against Children Task Force
 - 10. Resolution of support for Otter Tail County to add a mental health social worker position
 - 11. Resolution approving a variance to erect an accessory structure with a footprint greater than 10% of the total lot size on a legally non-conforming lot at 647 W Stanton as requested by Tabitha Hallan and recommended by the Planning Commission

- H. Ordinance and Resolutions
 1. First reading of Ordinance 40, Eighth Series, Vacation of a portion of Oak Street
 2. First reading of Ordinance 41, Eighth Series, Imposing a moratorium on the operation of a cannabis business
 3. First reading of Ordinance 42, Eighth Series, Amending chicken ordinance
 4. Resolution accepting plans and specifications and authorizing the advertising of bids for PI 9504, the aquatics center project
 5. Resolution approving a development agreement for the former flour mill building
- I. Presentation of Claims \$1,263,495.83
- J. Board, Committee and Department Reports
- K. Reports from Staff and Administrative Officers
- L. Old Business/Unfinished Business
- M. New Business
- O. Miscellaneous Announcements
 - July 4 Most city offices and facilities closed for observation of Independence Day.
Garbage and recycling normally picked up on Tuesday is moved to Wed, July 5th
 - July 12 7:00 am Committee of the Whole meeting
 - July 17 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).



Council Action Recommendation

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Meeting Date:

July 3, 2023 – City Council

Subject:

Public Right-of-Way Vacation Petition – Platted N-S Oak Street R/W (South of St. Charles Avenue, Between Blocks 6 & 7, Nelson’s 2nd Addition

Recommendation:

- Motion directing the City Attorney to prepare the Oak Street Vacation Ordinance.

Background/Key Points:

At the June 5th, City Council meeting, this Council accepted the Public Right-of-Way Vacation Petition for Platted, N-S Oak Street R/W (South of St. Charles Avenue, Between Blocks 6 & 7, Nelson’s 2nd Addition. This portion of Oak Street R/W has not been improved since the initial plat recording.

Mailed notices were sent to all owners adjacent to Oak Street and the private utility companies. A legal notice was also published in the local newspaper prior to today’s public hearing.

If acceptable, the procedural steps moving forward are:

- After receiving comments at the Public Hearing, the City Council will decide whether or not to proceed with the “Vacation”.
- If approved, City staff will prepare the necessary “Ordinance” for introduction and first reading at a City Council meeting.
- A second reading is required at a separate City Council meeting before the City Council votes on the “Vacation” Ordinance.
- If approved by the vote, the “Vacation” Ordinance must then be published in the local newspaper. Fifteen days after the date of “Publication” the “Vacation Ordinance” becomes effective.
- The City then has the “Vacation Ordinance” recorded in the County’s property records.

Budgetary Impact:

The vacation process and publications is to be funded by the \$500.00 application fee that has been received.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. – City Engineer

Attachments:

Vacation Exhibit

Letter to Adjacent Owners

Legal Publication Notice



VACATE OAK STR.

This map has been compiled from information on file at the City of Fergus Falls Engineering Department. The City of Fergus Falls makes no representation and assumes no liability for errors, omissions, or inaccuracies contained on this map. This map should not be used for boundary survey information.



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Fergus Falls, MN 56537-2568
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www.ci.fergus-fall.mn.us

June 14, 2023

TO: Adjacent Property Owners

RE: Public Right-of-Way "Vacation" Process
Unopened, Platted, N-S Oak Street R/W (South of St. Charles Avenue, Between
Blocks 6 & 7, Nelson's 2nd Addition

A petition has been accepted by the City Council to "vacate" the above referenced street right-of-way (R/W). Please refer to the attached public notice and exhibit map for additional information.

The alley right-of-way "vacation" process is described as follows:

- **A Public Hearing on the street vacation request has been scheduled for the July 3rd City Council meeting (5:30 p.m.).**
- A Notice of the Hearing (see attachment) is included in this mailing to all owners of property adjacent to this street right-of-way and to Public Utility Companies.
- After receiving comments at the Public Hearing, the City Council will decide whether or not to proceed with the "Vacation".
- If approved, City staff will prepare the necessary "Ordinance" for introduction and first reading at a City Council meeting.
- A second reading is required at a separate City Council meeting before the City Council votes on the "Vacation" Ordinance.
- If approved by the vote, the "Vacation" Ordinance must then be published in the local newspaper. Fifteen days after the date of "Publication" the "Vacation Ordinance" becomes effective.
- The City then has the "Vacation Ordinance" recorded in the County's property records.
- Adjoining property owners within the City Limits will each receive one half of the vacated 75 foot wide street R/W as an addition to their property

Please note that the City will not maintain "utility easement" rights over any of the vacated street right-of-way so as to allow for existing and future permanent structures.

If you have any questions on this process please contact me directly at (218) 332-5413 or by email at brian.yavarow@ci.fergus-falls.mn.us .

Brian Yavarow, P.E.
City Engineer

MAILING LIST

OTTO J. ANDERSON
1420 ALCOTT AVENUE WEST
FERGUS FALLS, MN 56537-2643

LOIS L. ANDERSON
1420 ALCOTT AVENUE WEST
FERGUS FALLS, MN 56537-2643

MARK LEE ANDERSON
1420 ALCOTT AVENUE WEST
FERGUS FALLS, MN 56537-2643

HELLAND FAMILY REV. LIVING TST
ATTN: MARK HELLAND
510 UNION AVENUE NORTH
FERGUS FALLS, MN 56537

PUBLIC HEARING NOTICE

A public hearing will be held at **5:30 p.m. on Monday, July 3rd, 2023**, in the City Hall Council Chambers, 112 Washington Avenue West (West Entrance), Fergus Falls, Minnesota, to receive public input on the request to “vacate” an existing street right-of-way as follows:

COMMON DESCRIPTION:

Vacate platted Oak Street right-of-way located immediately south of St. Charles Avenue.

LEGAL DESCRIPTION:

Vacate platted Oak Street right-of-way located between and adjacent to Blocks 6 & 7, Nelson’s 2nd Addition to the City of Fergus Falls

All interested parties will be heard at that time.

Andrew Bremseth

City Administrator

For any questions, please contact City Engineer Brian Yavarow at (218) 332-5413 or by email at brian.yavarow@ci.fergus-falls.mn.us

Please publish on June 21, 2023

City Council Meeting
June 20, 2023

The Fergus Falls City Council held a regular meeting on Tuesday June 20, 2023 at 5:30 pm in the City Council Chambers. Bill Sonmor gave the invocation, and the Pledge of Allegiance was recited. Acting Mayor Scott Kvamme called the meeting to order at 5:32 pm. Council members in attendance were Hicks, Fish, Job, Kvamme, Rufer, Kremeier and Rachels. Thompson and Mayor Schierer were absent.

Approval of the Agenda

A motion and second were made by Rachels and Hicks to approve the agenda with the addition of a request to discuss the Capital Improvement Plan under new business and the motion carried.

Retirement of Tony Neville

Fish offered **Resolution #120-2023** acknowledging the retirement and 43 years of service of Tony Neville, which was seconded by Hicks and was adopted.

Consent Agenda

The following items were approved under **Resolution #121-2023** by Rufer: Motion approving the minutes from the June 5, 2023, City Council meeting and the June 14, 2023, Committee of the Whole meeting. Motion approving the following licenses: Demo/Hauler of Building Waste TNA Junk Removal LLC; Chicken Permit Livvy Ness, 2140 Northwood Ln; Food Truck Permit Up From the Ashes (dba Bossy Babes BBQ), Miller Concessions Inc (mini donuts trailer), Miller Concessions Inc (cheese curds trailer), Miller Concessions Inc (corndog trailer), Minnesota Lawful Gambling Permit Fergus Falls Fish & Game Club for raffle on August 24, 2023, at the West Otter Tail County Fairgrounds. **Resolution #122-2023** accepting the project plans and specifications and authorizing the advertising of bids for City Project 5959, the Stanton Avenue reconstruction project. **Resolution #123-2023** accepting the project plans and specifications and authorizing the advertising of bids for PI 5364, the 2023 mill and overlay improvement project. **Resolution #124-2023** authorizing the Mayor and City Administrator to sign a contract with TrailSource to expand the Ferber Park trail system and construct a skills area within the park. The resolution was seconded by Job and was adopted.

Ordinance 38

Ordinance 38, Eighth Series, Amending Chapter 36.01, Local Lodging Tax was adopted by a roll call vote.

Ordinance 39

Ordinance 39, Eighth Series, An Ordinance of the City of Fergus Falls Imposing a Local Sales and Use Tax was adopted by a roll call vote.

Donation to Library

The Fergus Falls Library was the recipient of a financial gift exceeding \$200,000 from the Warren and Jannette Lowe Estate. The gift will be used for a named materials collection. Kremeier offered **Resolution #125-2023** authorizing the Fergus Falls Public Library to officially name a collection of materials as “The Warren and Janette Lowe Arts, Cultural & Travel Collection”, which was seconded by Job and was adopted.

Resolution of Accounts

Fish offered a resolution authorizing the payments and claims in the amount of \$2,026,651.83, which was seconded by Rufer and was adopted.

Downtown Riverfront Bonds

Bill Sonmor reviewed the upcoming pre-sale summary for the issuance of General Obligation Port Authority Bonds, Series 2023A. Baker Tilly will be taking bids on behalf of the city for the \$2,170,000 issuance with a 15-year term. The competitive proposals will be received and considered on July 17 by both the Port Authority and City Council. The par amount of the bonds (\$2,170,000) planned issuer equity contributions (1,888,500) and fundraising equity (\$1,385,800) will total \$5,444,300 and the funds will be used for the project construction, costs of bond issuance and underwriting cost.

THC Moratorium

The Minnesota State Legislature adopted legislation allowing for the sale of recreational THC or marijuana and the law will go into effect on August 1, 2023. Police Chief Bergren is recommending the city place a moratorium in effect until January 1, 2025, as permissible by state law, to allow the state to put in place a Cannabis Control Board for the oversight of licensing and regulation of THC. There are questions regarding the regulation and requirements of the new law that still are unclear, and the Chief feels it is prudent to allow the state time to establish the control board, and set policies, standards, and procedures in place prior to issuing licenses as the board will not be in place by August 1. It would also allow the city more time to evaluate its obligations and plan for implementation, as the new law states a municipality must provide at least one registration per 12,500 people and conduct the compliance checks. No legal sales of THC would be allowed until the new Cannabis Control Board office is established. The moratorium will not affect the four businesses in the community selling the hemp derived THC products. Their current licenses are valid for one year and they could reapply for these sales in 2024 to the city. In 2025 when the new state offices have been established, they would take over the licensing process for these products as well. The Planning Commission will be asked to review the zoning for the sales as the Cannabis Control Board will consult with local municipalities to ensure the applicant follows local zoning and code issues. A motion and second were made by Hicks and Rachels directing the City Attorney to draft a moratorium until January 1, 2025, on the sale of THC and THC products as defined and regulated by Minnesota Rules Chapter 342 and setting a public hearing for July 17, 2023, City Council meeting at 5:30 pm and the motion carried with no opposition.

Capital Improvement Plan

A motion and second were made by Hicks and Fish directing staff to schedule a council work session to discuss the city's infrastructure, street projects, funding sources and Capital Improvement Plans and the motion carried. Staff will find a date within the next three council meetings to allow the Tax Levy Committee more time to finalize the budget.

The meeting adjourned at 6:03 pm

Lynne Olson

Committee of the Whole Meeting
June 28, 2023

The Fergus Falls City Council met as a Committee of the Whole on Wednesday June 28, 2023, at 7:00 am in the City Council Chambers. Mayor Schierer called the meeting to order, and the following council members were in attendance: Hicks, Fish, Job, Kvamme, Rufer, Kremeier, Thompson and Rachels.

City Project 5959 Parking

Local jurisdictions have the authority to establish diagonal parking if state aid designated street width and traffic volumes meet the standards of State Aid Rules 8820.9961 and the speed limit is 30 mph or less. Staff are proposing diagonal parking along the south side of Stanton Avenue from Vine Street to Union Avenue in conjunction with City Project 5959. Parking would be restricted on the north side of the street and a net of four additional parking spots will be realized with this modification. A motion and second were made by Hicks and Rachels to recommend the council to restrict parking on the north side of Stanton Avenue from Vine Street to Union and Avenue and designate diagonal parking on the south side of Stanton Avenue from Vine Street to Union Avenue and the motion carried.

Aquatics Center Project

Adam Barnett of JLG Architect shared schematics and images of PI 9504, the aquatics center. The project will feature a zero-depth entry pool, water slide, play structures, four lane lap swimming pool and climbing wall if the bids are favorable. The estimated construction cost of the base bid is \$8,278,000. The bid alternates are estimated at \$830,000 for a combined construction cost of \$9,108,000. \$430,000 is budgeted for fixtures, furnishings, and equipment for the concessions area and staff expect to open bids in July. The local option sales will finance the project bonds and the city has the legislative authority for a \$10.8 million aquatic center improvement project. A motion and second were offered by Fish and Kvamme to recommend the council accept the project plans and specifications and authorize the advertising of bids and the motion carried.

Flour Mill Project and Agreements

Kevin Bartram received TIF funding approval from the city in 2021 to redevelop the former flour mill facility into a boutique hotel. Mr. Bartram had a \$300,000 financing gap and was given a \$200,000 business assistance loan. The city has been working on an agreement to purchase the 20,200 square feet of unimproved parking lot adjacent to the mill building for public parking in the downtown area for \$160,000. The lot will remain unpaved until it can be coordinated with other paving projects in the area. Abatement work has started on the site and the council needs to approve a development agreement for the TIF documentation. The city would pay for the project out of the General Fund and repay the levy over five years. A motion and second were made by Thompson and Hicks to recommend the council approve a development agreement and approving a purchase agreement related to the redevelopment of the mill building and the motion carried.

Sound System Rental Fee

The city purchased a portable sound system that includes sound boards, speakers, subs, microphones, mic stands and stage lights in conjunction with the purchase of the mobile stage. The city is receiving requests to rent the equipment and staff are recommending the 2023 fee schedule be amended to include this \$300.00 rental fee. The equipment would only be rented to those on a list of qualified

users. A motion and second were made by Hicks and Fish to recommend the council amend the 2023 fee schedule to include the \$300.00 rental fee for the sound system equipment and the motion carried.

Refuse Truck Purchase

Unit 226, a refuse truck is scheduled for replacement. Staff are recommending the purchase of a 2024 Freightliner M2 106 dual steer truck equipped with a Neway 24 yard ASL body (packer body and arm lift). The purchase price after trade-in of the old unit would be \$287,112.80 and would be funded by the Equipment Enterprise Fund. Rachels asked if the city should consider keeping the current unit as a back-up. Len Taylor explained staff are expecting the delivery of the 2023 truck purchase later this year and the vehicle being replaced will be kept for back-up purposes. There is no need or storage for a second backup vehicle and the \$55,000 trade-in value is planned for other equipment purchases. A motion and second were made by Rachels and Rufer to recommend the council authorize the purchase of a new refuse truck and the motion carried.

Chicken Permit Amendment

A request has been made to amend the chicken ordinance to also permit the keeping of quail. The permit requirements would mirror the chicken licenses. A motion and second were made by Hicks and Fish to recommend the council direct the City Attorney to draft amendments to City Code 91.52 to include quail as fowl allowed under the city's chicken license and the motion carried.

City Code 154.08 Amendments

The council asked for additional discussion on the Conditional Use Permits allowed in the downtown area to manufacture hemp derived THC products. Hicks would be amenable to allowing manufacturing in the business district if it is not in a shared kitchen space and the space is restricted to those under the age of 21. Rachels had concerns with the noise generated by the machinery. Schierer felt restricting access to the products being manufactured needs to be considered. Kvamme expressed concerns with the city's responsibility regarding enforcement. Rufer felt the same considerations should be given to THC as to alcohol and distillery manufacturing. Thompson would like to see manufacturing in their own facility or in an industrial zone without a shared kitchen. The council asked staff to hold a work session to consider this issue and continue the discussion.

BCA Joint Powers Agreement

A motion and second were made by Kvamme and Job to recommend the council approve and sign the Minnesota BCA Internet Crimes Against Children (ICAC) Joint Powers Agreement and the motion carried.

Mental Health Social Worker

Police Chief Kile Bergren stated one of the biggest social needs in the community is dealing with those in a state of mental crisis. Since the closure of state hospitals, this task has fallen on the shoulders of law enforcement and while they can assist in these situations, a better approach is needed. The department has been working with Otter Tail County to establish a mental health social worker position to provide a team approach in intervention strategies to those in crisis and providing follow-up care and referrals to additional mental health resources. A motion and second were made by Rachels and Thompson to recommend the council adopt a resolution of support for Otter Tail County to establish a mental health social worker position and the motion carried.

Other Business

Hicks asked staff to provide information on the Farmer's Market signage concerns. The Planning Commission is reviewing the sign ordinance for consistency and uniformity. He also asked staff if no smoking signs can be placed at the downtown pavilion. Kremeier asked staff to replace faded or worn-out signage in city parks.

The meeting adjourned at 7:58 am

Lynne Olson

FOR COUNCIL MEETING — JULY 3, 2023

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

Paving/Sidewalk

Ritchey's

Daniel J Berge Concrete

Harrington Concrete



Council Action Recommendation

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Meeting Date:

June 28, 2023 – Committee of the Whole
July 3, 2023 – City Council

Subject:

City Project CP No. 5959 – 2023 Street and Utility Improvement Project No. 2
Stanton Avenue Reconstruction Improvement Project

Recommendation:

- Resolution restricting parking on north side of Staton Avenue from Vine Street to Union Avenue
- Resolution designating diagonal parking on south side of Staton Avenue from Vine Street to Union Avenue

Background/Key Points:

Diagonal parking may be established by the local road authority if the State Aid designated street width and traffic volumes meet standards in State Aid Rules 8820.9961 and the legal speed limit is 30 mph or less. This provision must be established by cooperative agreement between the City and the State for the State to allow funding.

Diagonal parking is proposed on the south side of Stanton from Vine Street to Union Avenue. To meet State Aid rules, parallel parking will subsequently have to be removed on the north side of Staton within this same block. Please refer to the attached exhibit for the proposed parking stall layout.

Although restricting parking in the downtown area is a concern, passing both of these resolutions per State Aid requirements will net four (4) additional stalls along this block contingent on the final location of the entrance to the Flour Mill redevelopment. I recommend the Council approve the requested action.

Budgetary Impact:

General staff time.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. - City Engineer

Attachments:

Exhibit – Proposed Parking Layout

SOUTH VINE STREET

BLOCK 22

10

10

11

12

5

Restricted
Parking
Area

Union Ave.

Stanton

RES. 70

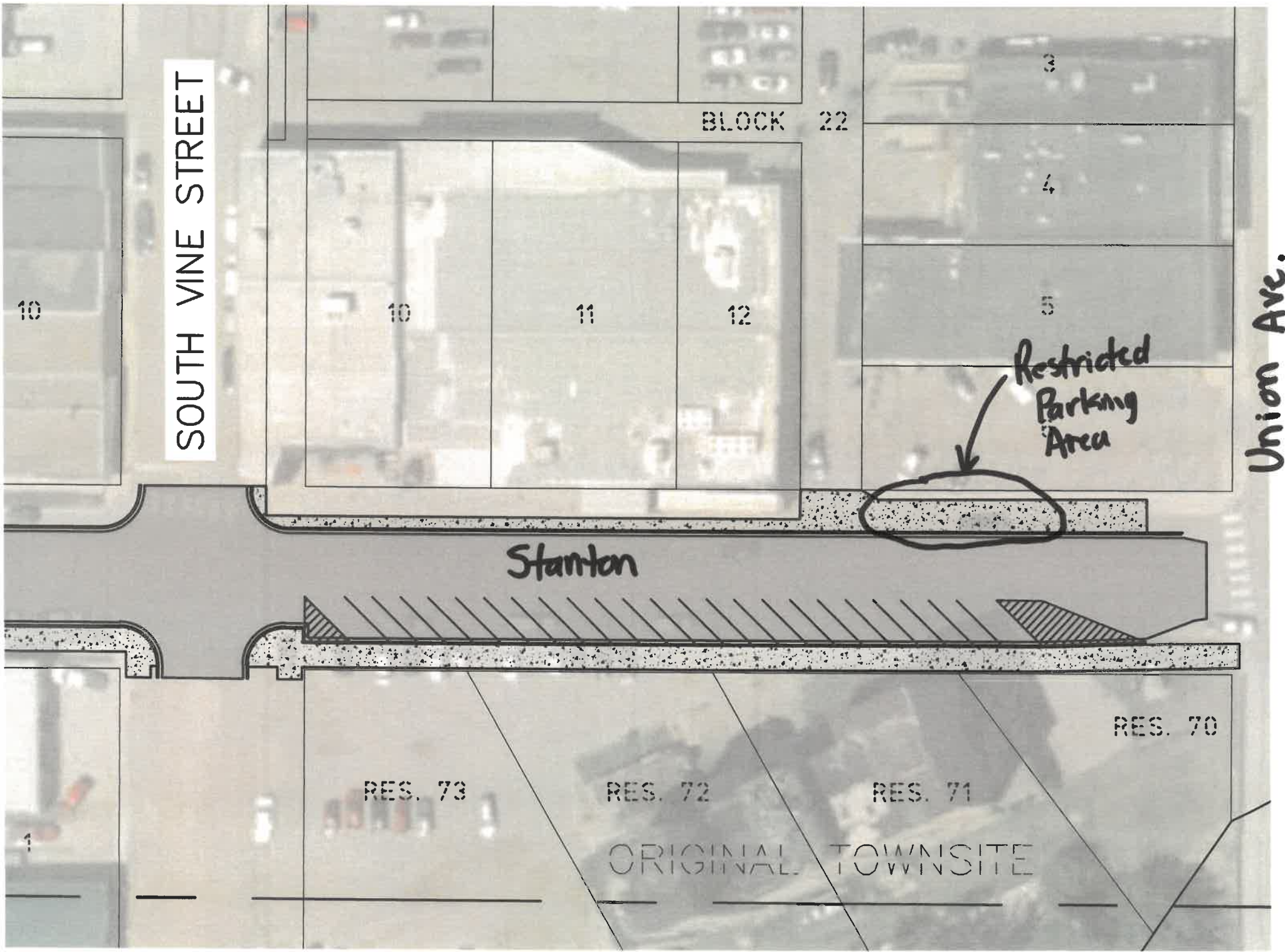
RES. 73

RES. 72

RES. 71

ORIGINAL TOWNSITE

1





City Council Action Recommendation

Page 1 of 1

Meeting Date:

June 28, 2023- COW

Subject:

Flour Mill LLC TIF development agreement & purchase agreement for parking lot (as part of gap financing package)

Recommendation:

Approve a development agreement & purchase agreement related to the redevelopment of the mill building for action at an upcoming council meeting.

Background/Key Points:

Mr. Kevin Bartram, owner of the former Red River Milling Company building, received council approval for Tax Increment Financing (TIF) for the former mill property on November 1, 2021. Following TIF approval, Mr. Bartram continued to develop his project plans for a boutique hotel and seek project financing.

In the winter of 2023, Mr. Bartram approached the city with a \$300,000 financing gap based on updated bids for the project. On February 21, 2023, the council adopted resolution #37-2023 approving a business assistance loan in the amount of \$200,000 to the Flour Mill LLC to close part of the \$300,000 gap. Loan terms include 1% interest for 20 years, a 1.5% origination fee on the loan, personal and corporate guarantees, and maintenance of a life insurance policy. Interest savings over the life of the loan are calculated to be approximately \$140,000 at 1%. The interest savings constitute part of the city's contribution toward gap closure.

With Council direction, the city also began discussion with Mr. Bartram to purchase the unimproved parking lot adjacent to the mill building for \$160,000. The lot would be retained by the city for public parking in the downtown area. Discussions have led to a final footprint of approximately 20,200 square feet of unimproved parking lot. The purchase amount of \$160,000, combined with interest savings of approximately \$140,000 over the life of Mr. Bartram's loan, is expected to fill the \$300,000 financing gap.

With abatement work started on site, Council is asked to approve a development agreement for inclusion with TIF documentation. Council is also asked, as a separate action, to approve a \$160,000 purchase of approximately 20,200 square feet of unimproved parking lot adjacent to the mill to fill Mr. Bartram's final financing gap.

Originating Department:

Community Development

Respectfully Submitted:

Klara Beck

Attachments:

TIF 4-15 Development Agreement
Mill parking lot purchase agreement

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is entered into as of the Effective Date by and between Flour Mill LLC, a North Dakota limited liability company ("Seller") and the City of Fergus Falls, a Minnesota municipal corporation ("Buyer"). The "Effective Date" shall mean the last date of execution of the Agreement by Seller or Buyer.

1. PURCHASE AND SALE

(a) **Agreement of Purchase and Sale of Property.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, certain real property located in the City of Fergus Falls, Otter Tail County, Minnesota and legally described in the attached Exhibit A (the "Property") together with all improvements and fixtures located thereon plus any interests, rights, and title of Seller in and to all adjacent streets, rights-of-way, access rights, easements, hereditaments, and tenements benefiting the Property.

(b) **Purchase Price.** The purchase price for the Property shall be One Hundred and Sixty Thousand and No/100 Dollars (\$160,000.00) USD (the "Purchase Price").

2. DUE DILIGENCE

(a) **Due Diligence Documents.** Within 15 business days after the Effective Date, Seller shall deliver to Buyer accurate, complete, and legible copies of the following documents (the "Due Diligence Documents") to the extent they are in Seller's possession or are reasonably obtainable by Seller: (i) an updated abstract and any existing title insurance policy for the Property; (ii) any existing survey of the Property; (iii) any soil tests, environmental reports, and engineering inspection reports for the Property; and (iv) any other information on the Property reasonably requested by Buyer.

(b) **Physical Inspection of Property.** Buyer and its agents shall have the right at any time and from time to time to enter upon the Property to inspect its condition and to conduct such examinations, studies, surveys, and tests (including Phase I and Phase II environmental assessments and tests) deemed necessary by Buyer, all at Buyer's sole cost and expense. Buyer shall give Seller reasonable advance verbal notice of such entry and examinations, studies, surveys, or tests and shall conduct the same during normal business hours to the extent practicable. Buyer shall conduct all examinations, studies, surveys, and tests in a manner that will not harm or damage the Property or cause any adverse claim against Seller or the Property. Buyer shall indemnify and hold Seller harmless from and against claims from any person or entity conducting such examinations, studies, surveys, or tests and from any claims for injury or death to persons, damage to property or other liability relating to any entry upon the Property on behalf of Buyer. Notwithstanding the foregoing, Buyer shall have no liability for any pre-existing condition of the Property that may be discovered during such examinations, studies, surveys, and tests.

(c) **Buyer's Due Diligence Period.** Buyer shall have 30 days after receiving the last of the Due Diligence Documents (the "Due Diligence Period") in which to inspect the Due Diligence Documents and the Property and conduct any examinations, studies, surveys, and tests deemed necessary by Buyer. Except for the specific representations in paragraph 4 below, Buyer is relying solely upon its inspections and due diligence in purchasing the Property. If Buyer determines on or before the end of the Due Diligence Period not to proceed with the purchase of the Property, Buyer shall deliver to Seller a written notice of termination of this Agreement ("Notice of Termination") to notify Seller of Buyer's intention not to proceed with the purchase of the Property. Such notice shall be provided to Seller in accordance with the notice provisions contained in Section 7 hereof. If Buyer fails to timely deliver to Seller the Notice of Termination, such failure shall be deemed to be Buyer's decision not to terminate this Agreement and proceed to Closing.

3. TITLE

(a) **Title Inspection.** Within 15 (fifteen) days after the Effective Date, Seller shall deliver the following "Title Documents":

- i. All title insurance commitments and policy's insuring the marketability of the Property or any portion thereof that is in Seller's possession, or
- ii. Deliver to Buyer an updated abstract certified as to required searches as set forth in Minnesota Title Standard No. 82; or
- iii. An Owner's Policy and Commitment for Title Insurance covering the marketability of the Property naming the Buyer as the Insured.

(b) **Survey.** Buyer has surveyed the Property (the "Survey"), showing all Property corners and other matters identified. The Survey is acceptable and satisfactory to Buyer and to Seller. Buyer and Seller agree to split the costs of the Survey.

(c) **Objections to Title Documents.** Buyer shall have 30 days following the receipt of the Title Documents in which to notify Seller of any objections to title as disclosed in the Title Documents, the Abstract, or the Title Commitments. Seller shall then have 15 days after receiving such title objections from Buyer in which to eliminate or cure such title objections. If Seller is not willing or able to eliminate or cure such title objections within such period, Buyer shall have the option to (i) terminate this Agreement by providing a Notice of Termination to Seller, (ii) accept such title as Seller is willing or able to deliver, or (iii) reduce the Purchase Price by an amount mutually determined by Seller and Buyer to be the approximate cost to eliminate or cure such title objections. If Buyer elects (ii) or (iii) hereinabove, the parties shall execute an appropriate amendment to this Agreement. If Buyer elects (i) hereinabove, this Agreement shall become null and void and the Earnest Money shall be promptly refunded to Buyer with interest and neither Seller nor Buyer shall have any further liability hereunder.

4. **SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller hereby represents and warrants to Buyer as follows, which representations and warranties shall survive the Closing for a period of two years:

(a) **Compliance with Law.** To the best of Seller's knowledge, the Property is and on the Closing Date shall be in full compliance with all applicable federal, state, and local laws and regulations.

(b) **Authority.** Seller has full authority and right to execute, deliver, and carry out this Agreement and all other documents to be executed and delivered by Seller in connection herewith. The execution and delivery of this Agreement, the consummation of the transactions herein contemplated, and compliance herewith shall not conflict with or result in a breach of any contract or agreement to which Seller is a party or of any judgment, order, or decree of any court having jurisdiction over Seller or the Property.

(c) **Good Title.** Seller has good and marketable title to the Property, free and clear of any and all liens and encumbrances, except for any encumbrances accepted by Buyer pursuant to Section 3 hereof.

(d) **No Adverse Actions.** Seller has no knowledge of any action or proceeding pending against Seller or the Property that, if determined adversely as to Seller or the Property, would have a material adverse effect on title or the use, enjoyment or value of the Property, or that could interfere with the consummation of the transactions contemplated by this Agreement, including eminent domain proceedings.

(e) **No Hazardous Substances.** No toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents and such products, and any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), have been generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on the Property, nor has any activity been undertaken on the Property that would cause or contribute to (i) the Property to become a treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 (“RCRA”), or any similar state law or local ordinance, (ii) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, from the Property within the ambit of, CERCLA, or any similar state law or local ordinance, or (iii) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the federal or state law or local ordinance. No substances or conditions exist in or on the Property that may support a claim or cause of action under RCRA, CERCLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements, including without limitation, the Minnesota Environmental Response and Liability Act, Minn. Stat. Section 115B.

(f) **No Unrecorded Documents.** As of the Closing Date there shall be no unrecorded contracts, easements, management contracts, service contracts or other agreements or claims of any third party affecting the title, use, development or occupancy of the Property; and no entity or person shall have as of the Closing Date any right of first refusal, option or other right to acquire all or any part of the Property.

(g) **Statutory Representations.** To the extent required by Minnesota law, Seller represents and warrants that there are no wells, septic systems or storage tanks of any kind located on the Property, and the Property has not been used to manufacture methamphetamine.

5. CONDITIONS PRECEDENT TO CLOSING. Buyer's performance under this Agreement shall be contingent upon the following occurrences:

(a) **Affirmation of Seller’s Representations and Warranties.** All of Seller's representations, warranties, and obligations under this Agreement shall be reaffirmed as of the Closing Date.

(b) **Failure of Conditions.** If any condition precedent set forth in this Section 5 has not been fully performed or satisfied by the date specified therein, Buyer may elect to terminate this Agreement by giving a Notice of Termination to Seller. In the event of such termination, this Agreement shall thereupon become null and void.

6. CLOSING

(a) **Closing Date.** The closing of the purchase and sale of the Property (the “Closing”) shall take place at _____ or other location as agreed upon by Seller and Buyer.

(b) **Seller’s Closing Deliveries.** At Closing, Seller shall execute and deliver to Title Company in escrow on behalf of Buyer the following documents or other items:

- (i) A Warranty Deed (the "Deed"), conveying good and marketable fee simple title to the Property, subject only to exceptions permitted by Buyer.
- (ii) Any other items or documents affecting the conveyance and sale of the Property that may be reasonably requested by Buyer or the Title Company.

(c) **Buyer's Closing Deliveries.** At Closing, Buyer shall deliver to the title and closing company in escrow on behalf of Seller the following documents or other items:

- (i) The Purchase Price.
- (ii) a Certificate of Real Estate Value completed in accordance with Buyer's instructions to be filed with the County Assessor's Office; and
- (iii) Any other items or documents affecting the conveyance and sale of the Property that may be reasonably requested by Seller or the Title Company.

(d) **Closing Adjustments and Prorations.** Real estate taxes due and payable with respect to the Property in the years prior to the calendar year of Closing shall be paid by Seller. Real estate taxes due and payable with respect to the Property during the calendar year of the Closing shall be prorated between Seller and Buyer as of the Closing Date, based upon the latest available tax information. Real Estate taxes due and payable in the years after the calendar year of Closing shall be paid by Buyer. All pending and levied special assessments at the Closing Date shall be paid by Seller at or prior to the Closing Date.

(e) **Third Party Fees and Expenses.** Except as otherwise provided herein, all Closing costs, including the Closing fee charged by the title and closing company, shall be paid so that one-half of such Closing costs are paid by Seller and one-half of such Closing costs shall be paid by Buyer. Notwithstanding the foregoing, however, Buyer shall pay any recording fees in connection with the recording of the Deed, and Seller shall pay the deed tax payable with respect to the conveyance of the Property and any processing or recording fees payable to satisfy any prior encumbrances necessary to deliver title to the Property as required by this Agreement. Buyer shall pay the premium for any owner's title insurance policy if requested. Except as otherwise provided in this Agreement, each party shall pay for its own accounting, consulting, engineering, legal and other similar expenses incurred in connection with the transactions contemplated by this Agreement, whether or not such transactions are consummated.

7. NOTICES. All communications permitted or required under this Agreement shall be in writing and shall be deemed to have been duly given or served if delivered, in person or deposited in the United States mail, postage prepaid, for mailing by certified mail, return receipt requested, or by nationally recognized overnight courier, and addressed to a party to this Agreement as follows:

If to Seller: Flour Mill LLC
 505 Broadway N Ste 201
 Fargo, ND 58102

If to Buyer: Fergus Falls City Administrator
 Fergus Falls City Hall
 112 W Washington Ave
 Fergus Falls, MN 56537

Any party may change its address by giving notice in writing, stating its new address to any other party as provided in the foregoing manner.

8. DEFAULT / REMEDIES.

(a) **Seller Default.** If Seller defaults in the performance of this Agreement, Buyer sole and exclusive

remedy shall be to cancel this Agreement by delivering written notice of such default to Buyer and this Agreement shall be deemed canceled without further action between parties

(b) **Buyer Default.** If Buyer defaults in the performance of this Agreement, Seller’s sole and exclusive remedy shall be to cancel this Agreement by delivering written notice of such default to Buyer and this Agreement shall be deemed canceled without further action between parties.

9. GENERAL PROVISIONS

(a) **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.

(b) **Entire Agreement; Amendments.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements and understandings. Neither party has relied upon any oral or written statements not set forth in this Agreement. No amendment, modification or waiver of any provision of this Agreement shall be valid unless made in writing, signed by the party or parties to be bound, and stating the extent and nature of such amendment, modification or waiver.

(c) **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties and their successors and assigns. Neither party shall assign any right or obligation hereunder in whole or in part without the prior written consent of the other party hereto and any attempt to do so shall be null and void (except that Buyer may at any time prior to Closing assign its rights and obligations hereunder to one of its affiliates upon written notice to but without the consent of Seller).

(d) **Number of Days.** In computing the number of days for the purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and national legal holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or national legal holiday, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or national legal holiday.

(e) **No Third Party Beneficiaries.** Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto and their successors or assigns any rights or remedies under or by reason of this Agreement.

(f) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be considered one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. A PDF or facsimile of this executed Agreement shall be effective in the same manner as an original.

IN WITNESS WHEREOF, this Purchase Agreement has been executed as of the Effective Date of this Agreement.

SELLER:

FLOUR MILL LLC

Kevin J Bartram

By: ID wxotMczY17Tse3BR6mbDtck1 _____

Its: Owner _____

BUYER:

CITY OF FERGUS FALLS

Ben Schierer, Mayor

Andrew Bremseth, City Administrator

309 Stanton Ave West - Flour Mill



STANTON AVE

RES 70

RES 71

RES 72

BLOCK 24

RESERVE

76

RESERVE 73

UNION AVE

Legend
[Blue hatched box] Parking Lot Legal Description

Scale: 1" = 100.00'
6/22/23





Council Action Recommendation

Page 1 of 1

Meeting Date: 6/28/23

Subject:

Addition to the 2023 Fee schedule

Recommendation:

Implement a fee for rental/use of the sound system.

Background/Key Points:

Along with the purchase of the mobile stage 2 years ago, the City also purchased a full professional quality sound system complete with sound board, speakers, subs, microphones, mic stands, and stage lights. These items have been stored in the Pavilion storeroom and users of the Pavilion have inquired about using the system. Without having this fee in place we didn't have the ability to allow its use. A local person knowledgeable in such matters was consulted and he (Michael Burgraff) indicated that \$300/event for the system would be a reasonable rate.

The city, not wanting to allow anyone unqualified operate the system, has a list of approved qualified operators that will be allowed to operate for an event and the payment for this service will be between the event organizers and the individual from our list of qualified operators.

Budgetary Impact:

Proceeds from rentals of the system will go into a fund that will be used when repairs become necessary.

Originating Department: Public Works

Respectfully Submitted: Len Taylor

Attachments:



Council Action Recommendation

Page 1 of 1

Meeting Date: 6/28/23

Subject: Refuse truck purchase

Recommendation:

Purchase a 2024 Freightliner M2 106 dual steer truck that is equipped with a Neway 24 yd ASL body (packer body and lift arm).

Background/Key Points:

According to the replacement schedule for refuse equipment, unit 226 is scheduled to be replaced.

Budgetary Impact:

The purchase will be made through the "Sourcewell" purchasing group, with funds coming from the 2024 budget of the Equipment Enterprise Fund.

Retail price of Truck and packer body:	\$342,112.80
Trade in:	<u>-\$55,000.00</u>
Purchase price:	\$287,112.80

Originating Department: Public Works-Fleet Div.

Respectfully Submitted: Len Taylor

Attachments: Truck quote



Council Action Recommendation

Page 1 of 1

Meeting Date:

6/28/23

Subject:

Amend City Ordinance 91.52 "Chickens"

Recommendation:

Amend the ordinance to include "quail" as an allowable variety of fowl allowed to be kept in city limits, with the appropriate permit.

Background/Key Points:

The request to have quail has come to the city. Research shows that quail can be reared in an urban setting just as chickens are. The allowance for quail would be the same process as it is with chickens. The ordinance requires that the resident requesting the permit receives all abutting neighbor's consent in writing (or proof that there has been an attempt to obtain it) and periodic inspections by the Animal Control Officer to ensure that setbacks for coop's and run's and adequate and not excessive size for coop's are complied with.

Budgetary Impact:

Cost of publication

Originating Department: Public Works

Respectfully Submitted: Len Taylor

Attachments: Red lined ordinance

ORDINANCE NO. 42, EIGHTH SERIES

**AN ORDINANCE OF THE CITY OF FERGUS
FALLS, MINNESOTA, AMENDING CITY CODE
CHAPTER 91.52, DEFINITIONS OF CHICKENS.**

THE CITY OF FERGUS FALLS DOES ORDAIN:

Section 1. The heading of City Code Chapter 91.52 is changed to read **CHICKENS AND QUAIL**

Section 2. City Code Chapter 91.52, paragraphs (A) and (B) are amended to read as follows:

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

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

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

CHICKEN. A female chicken or hen and includes quail of either sex. All references to chicken in this chapter also includes quail.

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

CHICKEN RUN. An enclosed outside yard for keeping chickens or quail.

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

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

Section 3. Summary Publication. Pursuant to Minn. Stat. §412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance.

Ordinance No. 42 adopted by the Fergus Falls City Council on the _____ day of _____, 2023, modifies City Code 91.52 by changing the definition of Chickens to Chickens and Quail.

Section 4. Effective date. The effective date of this ordinance shall be the _____ day of _____, 2023.

THIS ORDINANCE was introduced on the _____ day of _____, 2022, and adopted by the City Council of the City of Fergus Falls, Minnesota, on the _____ day of _____, 2023, by the following vote:

AYES:

NAYS:

ATTEST:

APPROVED:

City Administrator

Mayor

Published in the Fergus Falls Daily Journal on _____.

barb/acityoffergusfalls/ords/8thseries/Ord42



Council Action Recommendation

Page 1 of 1

Meeting Date: July 3, 2023

Subject: MN BCA Internet Crimes Against Children (ICAC) – Joint Powers Agreement

Recommendation: Approve and sign the Joint Powers Agreement

Background/Key Points: The police department has investigated and been a member of ICAC for a number of years. The renewed agreement allows for reimbursement of training and travel expenses occurred by our staff.

Budgetary Impact: Cost savings to the city.

Originating Department: Public Safety

Respectfully Submitted: Kile Bergren, Chief of Public Safety

RESOLUTION NO. _____

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF _____ ON BEHALF OF ITS POLICE DEPARTMENT REGARDING THE MINNESOTA INTERNET CRIMES AGAINST CHILDREN TASK FORCE (ICAC)

WHEREAS, the City of _____ on behalf of its Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to utilize applicable state and federal laws to investigate and prosecute crimes committed against children and the criminal exploitation on children that is committed and/or facilitated by or through the use of computers.

NOW, THEREFORE, BE IT RESOLVED by the City Council of _____, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of _____ on behalf of its Police Department, are hereby approved. A Copy of the Joint Powers Agreement is attached to this Resolution and made a part of it.

2. That the _[title]_____-, _[name]_____, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

3. That _____-, the Mayor for the City of _____, and _____, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this ____ day of _____-, _____.

CITY OF _____

By: [name of mayor]
Its Mayor

ATTEST: _____
By: [name]
Its City Clerk



STATE OF MINNESOTA

JOINT POWERS AGREEMENT MINNESOTA INTERNET CRIMES AGAINST CHILDREN TASK FORCE

This Joint Powers Agreement ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Fergus Falls on behalf of the Fergus Falls Police Department located at 112 W Junis Ave, Fergus Falls, MN 56537 ("Governmental Unit").

Recitals

Under Minnesota Statutes, § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. The parties wish to work together to investigate and prosecute crimes committed against children and the criminal exploitation of children that is committed and/or facilitated by or through the use of computers, and to disrupt and dismantle organizations engaging in these activities. The Governmental Unit wants to participate in the Minnesota Internet Crimes Against Children (ICAC) Task Force and be provided reimbursement of the following: equipment, training, and expenses (including travel and overtime) as are incurred by law enforcement as a result of ongoing investigations.

Agreement

1. Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date BCA obtains all required signatures pursuant to Minnesota Statutes, § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective unless terminated earlier pursuant to clause 12.

2. Purpose

The Governmental Unit and BCA enter into this Agreement to implement a three-pronged approach of prevention, education and enforcement to combat internet crimes against children. This Agreement provides the mechanism to reimburse the Governmental Unit for equipment, training and expenses (including travel and overtime), which are incurred by law enforcement as a result of these investigations.

3. Standards

The Governmental Unit will adhere to the ICAC Program standards identified below.

- 3.1 Investigate activities related to internet crimes and the exploitation of children through the use of computers.
- 3.2 Investigate organizations to disrupt and dismantle crimes committed against children.
- 3.3 Investigators will follow appropriate state and/or federal laws in obtaining arrest warrants, search warrants and civil and criminal forfeitures. Investigators will follow proper legal procedures in securing evidence, including electronic devices.
- 3.4 Investigators will understand and use appropriate legal procedures in the use of informants including documentation of identity, monitoring of activities, and use and recordation of payments.
- 3.5 Investigators will use, as appropriate, the most current investigative technologies and techniques.

- 3.6 Investigators must be licensed Minnesota peace officers.
- 3.7 Investigators will comply with the guidelines of the Department of Justice Internet Crimes Against Children Program Operational and Investigative Standards.

4. Responsibilities of the Governmental Unit and the BCA

4.1 The Governmental Unit will:

- 4.1.1 Assign a Governmental Unit point of contact to act as the liaison between it and the BCA ICAC Project Commander to assist in reimbursement deadlines.
- 4.1.2 Submit an ICAC reimbursement request for pre-approval of funds. This request shall include a description of the item requested for reimbursement and an explanation of how it qualifies under the required criteria in Clauses 3.1 and 3.2 and an operational plan.
- 4.1.3 Conduct investigations in accordance with provisions of the ICAC Operational and Investigative Standards, identified in Clause 3.7 above, and conclude the investigations in a timely manner.
- 4.1.4 Allow BCA to inform participating agencies of potential case connections based on data submitted to BCA through the ICAC Program.
- 4.1.5 Not commingle ICAC funds with any other existing federal or state grant funded overtime or additional local Governmental Unit funding.

4.2 The BCA will:

- 4.2.1 Provide a Senior Special Agent who will serve as the Commander of the Task Force.
- 4.2.2 Review and approve or decline reimbursement requests under clause 4.1.2 within seven (7) business days of the reimbursement request.

- 4.3 Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by a Governmental Unit acting through its employees.

5. Payment

- 5.1 To receive reimbursement for an expense, Governmental Unit must make a request for reimbursement to the BCA Authorized Representative under the required criteria for operational and investigative standards.
- 5.2 To receive approved reimbursement, Governmental Unit must submit an expense form no later than 15 business days after the end of the month during which the expense is incurred.
- 5.3 The BCA will pay the Governmental Unit within thirty (30) calendar days of the submission of the expense form.
- 5.4 In the event Governmental Unit breaches this Agreement, it will not be eligible to receive reimbursement for any expenses.

6. Authorized Representatives

The BCA's Authorized Representative is the following person or his successor:

Name: Bobbi Jo Pazdernik, Commander of MN ICAC
Address: Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Street East
Saint Paul, MN 55106
Telephone: 651.793.7000
E-mail Address: bobbijo.pazdernik@state.mn.us

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

Name: Kile Bergen, Chief of Public Safety
Address: 112 W Junis Ave
Fergus Falls, MN 56537
Telephone: 218-998-8555
E-mail Address: police.dept@ci.fergus-falls.mn.us

If the Governmental Unit's Authorized Representative changes at any time during this Agreement, the Governmental Unit must immediately notify the BCA.

7. Assignment, Amendments, Waiver, and Agreement Complete

- 7.1 Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.
- 7.2 Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 7.3 Waiver.** If the BCA fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 7.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability

The BCA and the Governmental Unit agree each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The BCA's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes, § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes, §§ 466.01-466.15, and other applicable law.

9. Audits

Under Minnesota Statutes, § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA and/or the State Auditor and/or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

10. Government Data Practices

The Governmental Unit and the BCA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and other applicable law, as it applies to all data provided by the BCA under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

11. Venue

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

12. Expiration and Termination

- 12.1** Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party. To the extent funds are available, the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.
- 12.2** In the event that federal funding is no longer available, the BCA will email the Governmental Unit's Authorized Representative and terminate the Agreement. The termination will be effective two (2) business days after email notification to the Governmental Unit; and the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.

13. Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: 8, Liability; 9, Audits; 10, Government Data Practices; and 11, Venue.

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

1. STATE ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT PO Number: 3000074442

3. DEPARTMENT OF PUBLIC SAFETY; BUREAU OF CRIMINAL APPREHENSION

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GOVERNMENTAL UNIT
Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

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

By: _____

Date: _____



Council Action Recommendation

Page 1 of 1

Meeting Date: July 3, 2023

Subject: Mental Health Co-Response Social Worker

Recommendation: Adopt Resolution of support

Background/Key Points: The police department has been working with Otter Tail County Human Services since early January to establish a Mental Health Social Worker position to be able to respond into the community with law enforcement to provide intervention strategies to people in crisis along with providing follow up care and referrals to additional mental health resources. Mental health issues are a growing concern for our residents and the need for a better coordinated response is the initial first step in providing better care. We are looking for a resolution of support urging Otter Tail County to move forward with the plan.

Budgetary Impact: No additional cost to city.

Originating Department: Public Safety

Respectfully Submitted: Kile Bergren, Chief of Public Safety



Planning Commission Staff Report

To: City Council
Respectfully Submitted: Klara Beck, Community Development Manager
Date: June 27, 2023
Subject: V-2023-1

REQUESTED ACTION

Approve a variance for an accessory structure with a footprint greater than 10% of the lot size on a nonconforming lot at 647 W Stanton Ave as recommended by the Planning Commission following a public hearing at their June 26 meeting.

GENERAL INFORMATION

Applicant	TABITHA HALLAN ET AL	Planning Commission Hearing	June 26, 2023
Property Owner	TABITHA HALLAN ET AL	City Council Meeting	July 3, 2023
Address	647 W Stanton Ave	Application Date	June 8, 2023
Parcel Number	71-003-99-0986-000	60-Day Expiration Date	August 31, 2023
Zoning	R-4, MULTIPLE-FAMILY RESIDENCE DISTRICT		

BACKGROUND

Site Information & Current Conditions

The city was contacted by the owners of 647 Stanton Ave W to consider a variance to city code restricting the footprint of accessory structures to 10% of the lot. 647 Stanton Ave W is located in an R-4 zone in an old part of town. Where a lot has less area than required by code but was “of record” at the effective date of our zoning code, the lot is considered to be legally nonconforming. The parcel is 0.08 acres, or a size of 3,443 square feet, and the existing home is 744 sq ft. Per § 154.034 R-4, MULTIPLE-FAMILY RESIDENCE DISTRICT, (6) Lot area regulations, “the minimum total lot area per dwelling unit shall not be less than 2,500 square feet... The minimum total lot area shall not be less than 10,000 square feet.”

In contrast, surrounding parcels are 2-3x as large. A shed is currently located in the back 1/3 of the lot. That structure will be removed and replaced with a new 24’ x 36’ garage. The property owners propose to use the property in a reasonable manner not permitted by the zoning ordinance. The variance, if granted, will not alter the essential character of the locality.

Adjacent Zoning

To the south is I-2 zoning (though the uses are residential). To the north and continuing to the east is the R-4 zone in which the home is located. To the west is R-2.

Adjacent Uses

Adjacent uses are residential. A railroad track runs nearby. The Port Authority-owned former dairy property is between the residential district and the river. The Port Authority seeks to redevelop the former dairy site for housing.

Proposed Project

The applicants state their intention is to build a 24'x 36' garage on site, removing the existing shed and expanding the footprint for a garage.

Public Notification & Comments

A notice of the public hearing was published in the *Daily Journal* on June 14, 2023. A copy of the public hearing notice was mailed to 36 property owners within 350' of 647 W Stanton Ave.

PROPOSED FINDINGS

§154.017(B)(4)(b) of the City Code states the Planning Commission and City Council consider certain criteria when evaluating a variance request.

1. Will not be detrimental to or endanger the public health, safety, or general welfare of the neighborhood or the city.
The proposed private garage will not be detrimental or endanger public health, safety, or general welfare of the neighborhood. Criteria Met
2. Will be harmonious with the general and applicable specific objectives of the comprehensive plan and code provisions; the granting of the proposed variance will not be contrary to the intent of this chapter.
The city does not have a comprehensive plan; a garage is a recognized accessory use in an R-4 zone. Criteria Met
3. Will be designed, constructed, operated and maintained so as to be compatible or similar in an architectural and landscape appearance with the existing or intended character of the general vicinity and will not change the essential character of that area, nor substantially diminish or impair property values within the neighborhood.
The addition of a new garage on site will not be out of character with the neighborhood. Criteria Met
4. Will be served adequately by existing (or those proposed in the project) essential public facilities and services, including streets, police and fire protection, drainage, structures, refuse disposal, water and sewer systems and schools.
The use is in a residential area served by public utilities and services. Utility updates and street improvements by the City of Fergus Falls are forthcoming over the next 2 years. Criteria Met
5. Will not involve uses, activities, processes, materials, equipment and conditions of operation that will be hazardous or detrimental to any persons, property or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare or odors.

*The garage is for private use by the homeowners. **Criteria Met***

6. Will have vehicular ingress and egress to the property which does not create traffic congestion or interfere with traffic on surrounding public streets.

*The garage will be located in a residential area for residential use and will not generate traffic. **Criteria Met***

7. Will not result in the destruction, loss or damage of a natural, scenic or historic feature of major importance.

*No officially recognized historic structures exist nearby. Proposed garage will not interfere with sitelines to the river of any surrounding property or with visibility or access to the soon-to-be-established park land along the river on the former dairy site. **Criteria Met***

8. Special conditions apply to the structures or lands in question that are particular to the property and do not apply generally to other land or structures in the district or vicinity in which the land is located. These special conditions or circumstances do not result from the actions of the owner/ applicant.

*The lot is legally nonconforming, meaning it was "of record" at the effective date of our zoning code. The parcel is 0.08 acres, or a size of 3,443 square feet, and the existing home is 744 sq ft. Per § 154.034 R-4, MULTIPLE-FAMILY RESIDENCE DISTRICT, (6) Lot area regulations, "the minimum total lot area per dwelling unit shall not be less than 2,500 square feet... The minimum total lot area shall not be less than 10,000 square feet." **Criteria Met.***

9. The granting of the variance will not merely serve as a convenience to the applicant but is necessary to alleviate practical difficulties in complying with the zoning provisions of this code.

*The property owners propose to use the property in a reasonable manner not permitted by code due to circumstances unique to the property. Access to a garage also alleviates the homeowners need for on-street parking. **Criteria Met.***

10. Will not result in the destruction, loss or damage of a natural, scenic or historic feature of major importance.

*No officially recognized historic structures exist nearby. Proposed garage will not interfere with sitelines to the river of any surrounding property or with visibility or access to the soon-to-be-established park land along the river on the former dairy site. **Criteria Met***

RECOMMENDED ACTION

Based on the proposed findings, staff recommend **approval** of the variance application for an accessory structure with a footprint greater than 10% of the lot size at 647 W Stanton Ave.

ATTACHMENTS

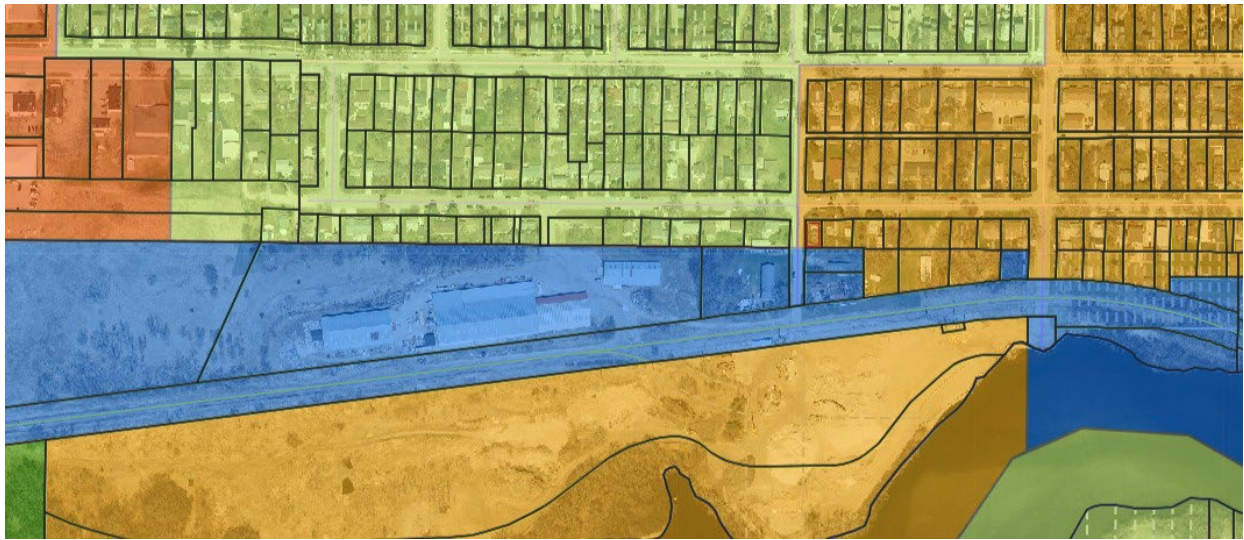
1. Context Map
2. Zoning Map
3. Application & Supporting Materials










Context Map for 647 W Stanton Ave



The parcel is outlined in blue in the image above.

Zoning Map for 647 W Stanton Ave



-  R-A : AGRICULTURAL RESIDENCE DISTRICT
-  R-1 : ONE FAMILY RESIDENCE DISTRICT
-  R-2 : ONE & TWO FAMILY RESIDENCE DISTRICT
-  R-3 : MULTIPLE FAMILY RESIDENCE (TOWNHOUSE)
-  R-4 : MULTIPLE FAMILY RESIDENCE DISTRICT
-  B-1 : LIMITED BUSINESS DISTRICT
-  B-2 : SERVICE BUSINESS DISTRICT
-  B-3 : GENERAL BUSINESS DISTRICT
-  B-6 : SUB-REGIONAL SHOPPING CENTER
-  I-1 : PLANNED INDUSTRIAL DISTRICT
-  I-2 : GENERAL INDUSTRIAL DISTRICT
-  I-3 : PLANNED INDUSTRIAL DISTRICT



112 West Washington Avenue

Fergus Falls, MN 56537

Phone: 218-332-5434

e-mail: planning@ci.fergus-falls.mn.us

www.ci.fergus-falls.mn.us

Variance

Application fee should be made payable to The City of Fergus Falls upon submittal of completed application. Please complete the application by typing or printing in ink. Use additional paper if necessary.

1. Property Owner Information:

Company name: _____
Last name: Hallan First name: Tabitha of Troy & Dana
Address: 647 W Stanton Ave City/State/Zip: Fergus Falls MN 56537
Phone number: 218-205-8794 Email address: thallan1@hotmail.com

2. Applicant Information: (if different from above)

Company name: _____
Last name: _____ First name: _____
Address: _____ City/State/Zip: _____
Phone number: _____ Email address: _____

3. Address(es) of Property Involved: (if different from above)

4. Zoning Designation: _____

5. Statement of Intent: State exactly what is intended to be done on or with the property which does not conform to City Code requirements.

We would like to put up a 24 X 36 garage.

7. Additional Required Information: a. Legal Description and PIN: Provide the Parcel Identification Number(s) 71003990986000

The complete legal description(s) of the property involved or write "see attached"

see attached

b. Practical Difficulty: The applicant should fully explain the "practical difficulty" that justifies the departure from the strict application of the Code.

1. Is the variance in harmony with the general purposes and intent of the ordinance?

2. Is the variance consistent with the comprehensive plan.- Not Applicable, no city plan.

3. The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance?

Yes purpose is to put up a new garage

4. The plight of the landowner is due to circumstances unique to the property not created by the landowner?

yes it is a smaller lot in the older section of town and lot that small is not allowed to have that size garage

5. The variance, if granted, will not alter the essential character of the locality?

No it will not it will make it look nicer and give me off street parking which I don't have

6. Economic considerations alone do not constitute practical difficulties, are there other reasons for the need for the variance?

irregular lot lines that make it difficult to build the needed structure.

c. Proposed Plans: A site plan is required, a landscape plan, grading and drainage plan and other plans may be required by the city/planning commission. Such plans shall be on 8½"x 11" or 11"x 17" paper or in PDF digital format. In cases of multiple variances, the applicant may be required to submit a property boundary and building survey.

8. Signature(s): By signing below, you attest that the information above and attached is true and correct to the best of your knowledge.

Property Owner: Dana Hallan Date: 6-8-2023
Applicant: Dana Hallan Date: 6-8-2023

Variance-Garage-647 Stanton Ave West



STANTON AVE WEST

45.00' +/-

75.50' +/-

7

6



24' x 36' Garage

BUSE ST SOUTH

Legend

- 647 Stanton Ave West Garage
- Lot Boundary
- Municipal Boundary

NO SCALE
6/12/23

Otter Tail County

Property Information, Owner, Legal Description, and Assessed Values displayed below are taken from the Tax Statements (good as of the date the tax statements were printed).

The Taxes, Special Assessments, Penalty, Interest, Paid To Date, Balance Due, Installment, Receipt information, and History is live information (accessed live from the County's Tax System dynamically).

Property Information

Parcel Number 71003990986000

Payable Year: 2023

Property Address

647 W STANTON AVE FERGUS FALLS

Tax Roll Type: Real Estate

Jurisdiction : FERGUS FALLS CITY

School District: FERGUS FALLS ISD 544

Owner Information

Primary Taxpayer/Owner

TABITHA HALLAN ET AL

647 STANTON AVE W

FERGUS FALLS MN 56537-2509

Escrow Information

Escrow Agent: CENLAR FEDERAL SAVINGS BANK

* Legal Description

Sect-34 Twp-133 Range-043 MCLANES ADDN
W 45' OF LOT 7 BLK 7

Plat: 00955

Real Estate and Personal Property Taxes are determined using the previous year assessment value. Mobile Home Taxes are determined using the current year assessment value.

***Additional reductions in taxable value may apply due to special tax deferrals, This Old House, Plat Laws, etc.*

Property Classification: RES HMSTD

Assessment Year		Payable Year	
Est. Market Value - Total	\$54,800	Total Tax	\$426.00
Taxable Market Total	\$32,900		
		Special Assessments	
		PAYABLE 2023 SOLID WASTE FEE	\$80.00
		Penalty	\$0.00
		Interest	\$0.00
		Fee	\$0.00
		Tax/Asmts	\$506.00
		Total	\$506.00
		Paid To Date	\$253.00
		Unpaid Balance	\$253.00

Installments		
Installments	Due Date	Due Amount
Taxes/Assessments 1st Half	05/15/2023	\$0.00
Taxes/Assessments 2nd Half	10/16/2023	\$253.00

Receipts		
Receipt#	Date	Amount
1734979	05/05/2023	\$253.00

History						
Payable Year	Tax	Special Assessment	Penalty Interest & Fees	Amount Paid	Total Due	Add To cart
2022	\$640.00	\$70.00	\$0.00	\$710.00	\$0.00	Paid
2021	\$576.00	\$70.00	\$0.00	\$646.00	\$0.00	Paid
2020	\$574.00	\$70.00	\$0.00	\$644.00	\$0.00	Paid
2019	\$556.00	\$70.00	\$0.00	\$626.00	\$0.00	Paid

CITY ADMINISTRATOR'S OFFICE
Fergus Falls, Minnesota 56537

Receipt # 229924

Receipt Date June 08, 2023

Received From TABITHA HALLAN

Amount \$350.00

Fund	Account	Description	Amount
101	34103 000	LAND VARIANCE/647 W STANTON	350.00

City of Fergus Falls
Received By VICKIE

ORDINANCE NO. 40, EIGHTH SERIES

AN ORDINANCE AMENDING CITY CODE TABLE OF
SPECIAL ORDINANCES VI VACATIONS, BY ORDERING
VACATION OF A PART OF OAK STREET
LOCATED IN THE CITY OF FERGUS FALLS, MINNESOTA.

THE CITY OF FERGUS FALLS DOES ORDAIN:

Section 1. Pursuant to due notice, the hearing was held on _____, 2023, upon the changes herein described and all parties desiring to be heard thereon were afforded such opportunity.

Section 2. That the following property should be and is hereby vacated:

That part of the Southwest Quarter of the Southwest Quarter (SW¹/₄ of SW¹/₄) of Section 33, Township 133 North, Range 43 West, NELSON'S SECOND ADDITION, Otter Tail County, Minnesota, described as follows:

Commencing at the Southwest corner of Lot 4, Block 6, of Nelson's Second Addition, thence South 88 degrees 52 minutes 30 seconds East (assumed Bearing) a distance of 158.22' +/- to a point on the West right-of-way line of Oak Street, also be the Point of Beginning. Thence North 00 degrees 08 minutes 04 seconds West a distance of 250.43' to the Northeast corner of Lot 1, Block 6, said point also being the intersection of the Oak Street and St Charles Avenue right-of-way lines; Thence North 89 degrees 51 minutes 56 seconds East along the South line St Charles Avenue right-of-way line a distance of 75.00' to the Northwest corner of Lot 10 Block 7; Thence South 00 degrees 08 minutes 04 minutes East along the East right-of-way line of Oak Street a distance of 252.08' to the Southwest corner of Lot 6, Block 7; Thence North 88 degrees 52 minutes 30 seconds West along the South right-of-way line of Oak Street a distance of 75.02' to the Point of beginning.

Containing: 18,844.367 Sq Ft or 0.43 Acres

Section 3. Duties of Abutting Property Owners. That after such vacation goes into force and effect, the abutting property owner shall assume and be responsible for the care of said area vacated consistent herein, and it is hereby made their bounden duty to fill any depression contained in said vacated area and remove any and all hazards therefrom, and in the event an action is brought against the City of Fergus Falls for damages or injuries regarding any matter involving said vacated area, the property owner or owners shall indemnify and hold harmless and be liable to the City of Fergus Falls for any damages suffered by it from any causes of action involving the vacated right-of-way safe from anyone who might be using same or traveling thereon. That the owner of said vacated right-of-way shall be responsible for all costs incidental to the closing of the vacated right-of-way.

Section 4. Recording. After all of the conditions and requirements of this ordinance have been fulfilled, the City Administrator of the City of Fergus Falls is hereby ordered to file for record in the office of the County Recorder of Otter Tail County, Minnesota, a certified copy of the within ordinance after the same has been published according to the correct copy of the original and in addition thereto setting forth in such certificate the date and newspaper in which said ordinance was published and the above filing shall be performed by the City Administrator when the benefited parties have paid the expenses of this proceeding.

Section 5. Effective date. The effective date of this ordinance shall be the _____ day of _____, 2023.

THIS ORDINANCE was introduced on _____, 2023, and adopted by the City Council of the City of Fergus Falls, Minnesota, on the _____ day of _____, 2023, by the following vote:

AYES:

NAYS:

ATTEST:

APPROVED:

City Administrator

Mayor

Published in the Fergus Falls Daily Journal on _____, 2023.

barb/clients/city/ordnacs/8th series/ord40

ORDINANCE NO. 41, EIGHTH SERIES

AN INTERIM ORDINANCE AUTHORIZING A STUDY AND IMPOSING A MORATORIUM ON THE OPERATION OF CANNABIS BUSINESSES

THE CITY COUNCIL OF THE CITY OF FERGUS FALLS ORDAINS:

Section 1. The following Ordinance is hereby added to City Code, Special Ordinances, Table IV, Miscellaneous.

ARTICLE I. Authority and Legislative Findings.

- A. The Minnesota Legislature recently enacted, and Governor signed, 2023 Minnesota Session Laws, Chapter 63 – H.F. No. 100 (“Act”), which is comprehensive legislation relating to cannabis including, but not limited to, the establishment of the Office of Cannabis Management (“OCM”), legalizing and limiting the possession and use of cannabis and certain hemp products by adults, providing for the licensing, inspection, and regulation of cannabis businesses and hemp businesses, taxing the sale of cannabis flower, cannabis products, and certain hemp products, establishing grant and loan programs, amending criminal penalties, providing for expungement of certain convictions and providing for the temporary regulation of certain edible cannabinoid products.
- B. The Act provides local units of government certain authority related to cannabis businesses, including the authority to (1) require local registration of certain cannabis businesses operating retail establishments, (2) adopt reasonable restrictions on the time, place, and manner of the operation of cannabis businesses, provided that such restrictions do not prohibit the establishment or operation of a cannabis businesses, (3) limit the number of certain cannabis businesses based on the population of the community and/or based on active registrations in the County, and (4) prohibit the operation of a cannabis business within 1,000 feet of a school, or 500 feet of a day care, residential treatment facility, or an attraction within a public park that is regularly used by minors, including a playground or athletic field.
- C. The Act requires the OCM, which was established effective July 1, 2023, to work with local governments to develop model ordinances for reasonable restrictions on the time, place, and manner of the operation of cannabis businesses. The Act also requires the OCM to establish additional rules and regulations relating to the operation of cannabis businesses. The City will benefit from reviewing and analyzing the OCM’s model ordinances, rules, and regulations before making any decisions related to the regulation of cannabis businesses in the City.
- D. The Act (Minnesota Statutes, section 342.13(e)) expressly allows a local unit of government that is conducting studies or has authorized a study to be conducted or has held or scheduled a hearing for the purpose of considering adoption or amendment of reasonable restrictions on the time, place and manner of the operation of cannabis

businesses to adopt an interim ordinance applicable to all or part of its jurisdiction for the purpose of protecting the planning process and the health, safety, and welfare of its citizens. The interim ordinance may regulate, restrict, or prohibit the operation of cannabis businesses within the jurisdiction or a portion thereof until January 1, 2025.

- E. Given the uncertainty regarding the model ordinances to be developed by the OCM and the broad scope of the changes to Minnesota law brought about by the Act, the City desires to adopt an interim ordinance for the purpose of protecting the planning process and the health, safety, and welfare of its citizens.
- F. The City desires to conduct a study for the purpose of considering the adoption or amendment of reasonable restrictions on the time, place and manner of the operation of cannabis businesses as well as the other regulations local units of government may adopt under the Act.
- G. On July 17, 2023, after providing at least 10 days published notice, the City Council held a public hearing regarding the consideration and adoption of an interim ordinance prohibiting the operation of cannabis businesses within the City until January 1, 2025.

ARTICLE II. Definitions. For purposes of this Ordinance, the following terms shall have the meaning given them in this section.

- (a) “Act” means 2023 Minnesota Session Laws, Chapter 63 (H.F. No. 100).
- (b) “Cannabis Business” has the meaning given the term in Minnesota Statutes, section 342.01, subdivision 14.
- (c) “City” means the City of Fergus Falls.
- (d) “County” means the County of Otter Tail.
- (e) “Edible Cannabinoid Product” has the meaning given the term in Minnesota Statutes, section 151.72, subdivision 1(f).
- (f) “OCM” means the Office of Cannabis Management, established as set forth in Minnesota Statutes, section 342.02, subd. 1.
- (g) “Ordinance” means this interim ordinance, which is adopted pursuant to Minnesota Statutes, section 342.13(e).

ARTICLE III. Study Authorized. The City Council hereby authorizes and directs the City Administrator to have City staff conduct a study regarding the adoption or amendment of reasonable restrictions on the time, place, and manner of the operation of Cannabis Businesses, as well as the other potential local regulations allowed under the Act, and report to the City Council on the potential regulation of Cannabis Businesses. The study must include a review of the model ordinances the OCM is directed to draft under Minnesota Statutes, section 342.13(d), an analysis of potential setback regulations allowed under Minnesota Statutes, section 342.13(c),

and such other matters as staff may determine are relevant to the City Council's consideration of this matter. The report shall include the City staff's recommendations on whether the City Council should adopt regulations and, if so, the recommended types of regulations.

ARTICLE IV. Moratorium. A moratorium is hereby imposed regarding the operation of a Cannabis Business within the City. During the term of this Ordinance, no business, person, or entity may establish or operate a Cannabis Business within the jurisdictional boundaries of the City. The City shall not accept, process, or act on any application, site plan, building permit, zoning request, or other approval, including any requested confirmation, certification, approval, or other request from the OCM or other governmental entity requesting City review of any application or proposal for a business proposing to engage in the operation of a Cannabis Business.

ARTICLE V. Violation. During the term of the moratorium, it is a violation of this Ordinance for any business, person, or entity to establish or operate a Cannabis Business within the City.

ARTICLE VI. Exceptions. The moratorium imposed by this Ordinance does not apply to: (1) the continued operation of a business as part of the Medical Cannabis Program administered by the Minnesota Department of Health that was lawfully operating within the City prior to July 1, 2023; (2) the lawful sale of Edible Cannabinoid Products in compliance with Fergus Falls City Code, Chapter 120 and Minnesota Statutes, section 151.72; or (3) sales of Edible Cannabinoid Products at an exclusive liquor store in accordance with Minnesota Statutes, section 340A.412, subdivision 14. Nothing in this Article exempts a business, person, or entity that is selling Edible Cannabinoid Products from having to comply with all requirements and prohibitions of applicable laws and ordinances.

ARTICLE VII. Enforcement. Violation of this Ordinance is a misdemeanor. The City may also enforce this Ordinance by mandamus, injunction, or other appropriate civil remedy in any court of competent jurisdiction. A violation of this Ordinance is also subject to the City's administrative penalty in City Code and may result in the City reporting the violation to the OCM if relevant to OCM licensing. The City Council hereby authorizes the City Administrator in consultation with the City Attorney, to initiate any legal action deemed necessary to secure compliance with this Ordinance.

ARTICLE VIII. Duration. This Ordinance shall become effective on the first day of publication after adoption and shall remain in effect until January 1, 2025. This Ordinance may be repealed earlier upon the effective date of an ordinance adopting or amending reasonable restrictions on the time, place, and manner of the operation of a Cannabis Business within the City or by resolution of the City Council terminating this Ordinance prior to the expiration date.

ARTICLE IX. Severability. Every section, provision, and part of this Ordinance is declared severable from every other section, provision, and part thereof. If any section, provision, or part of this Ordinance is held to be invalid by a court of competent jurisdiction, such judgment shall not invalidate any other section, provision, or part of this Ordinance.

Section 2 Summary Publication. Pursuant to Minn. Stat. §412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance.

Ordinance No. 40, Eighth Series, adopted by the Fergus Falls City Council on the 17th day of July 2023, adopting an Interim Ordinance Authorizing a Study and Imposing a Moratorium on the Operation of Cannabis Businesses.

Section 3. Effective date. The effective date of this ordinance shall be the _____ day of 2023.

THIS ORDINANCE was introduced on the 3rd day of July 2023, and adopted by the City Council of the City of Fergus Falls, Minnesota, on the 17th day of July 2023, by the following vote:

AYES:

NAYS:

ATTEST:

APPROVED:

City Administrator

Mayor

Published in the Fergus Falls Daily Journal on _____.

ORDINANCE NO. 42, EIGHTH SERIES

**AN ORDINANCE OF THE CITY OF FERGUS
FALLS, MINNESOTA, AMENDING CITY CODE
CHAPTER 91.52, DEFINITIONS OF CHICKENS.**

THE CITY OF FERGUS FALLS DOES ORDAIN:

Section 1. The heading of City Code Chapter 91.52 is changed to read **CHICKENS AND QUAIL**

Section 2. City Code Chapter 91.52, paragraphs (A) and (B) are amended to read as follows:

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

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

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

CHICKEN. A female chicken or hen and includes quail of either sex. All references to chicken in this chapter also includes quail.

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

CHICKEN RUN. An enclosed outside yard for keeping chickens or quail.

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

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

Section 3. Summary Publication. Pursuant to Minn. Stat. §412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance.

Ordinance No. 42 adopted by the Fergus Falls City Council on the _____ day of _____, 2023, modifies City Code 91.52 by changing the definition of Chickens to Chickens and Quail.

Section 4. Effective date. The effective date of this ordinance shall be the _____ day of _____, 2023.

THIS ORDINANCE was introduced on the _____ day of _____, 2022, and adopted by the City Council of the City of Fergus Falls, Minnesota, on the _____ day of _____, 2023, by the following vote:

AYES:

NAYS:

ATTEST:

APPROVED:

City Administrator

Mayor

Published in the Fergus Falls Daily Journal on _____.

barb/acityoffergusfalls/ords/8thseries/Ord42



Council Action Recommendation

Page 1 of 1

Meeting Date:

June 28, 2023 – Committee of the Whole

July 3, 2023 – City Council

Subject:

PI 9504 – Aquatic Center Improvement Project

Recommendation:

- Resolution accepting the project plans and specifications.
- Resolution authorizing advertisement for bids

Background/Key Points:

For the past few months multiple City staff members and community volunteers have worked with JLG Architects and their subconsultants during the Aquatic Center final design phase. JLG has substantially completed the project plans and specifications and are ready to start the advertisement for bids. Representatives from JLG will be in attendance to present the project and answer any questions.

The Estimated Probable Construction Cost for the base bid work items is \$8,278,000. The bid alternates are estimated at an additional \$830,000 for a total combined construction contract estimate at \$9,108,000. City must publicly advertise for bids pursuant to the “Competitive Bidding Requirements” monetary thresholds for a minimum 21-day publication. The bid opening date is not determined yet however, it will begin soon if acceptable to this Council.

If favorable bid prices are received, the total estimated project budget will be updated along with a recommendation to award and be presented to this Council.

Budgetary Impact:

The local option sales tax to publicly finance the project bonds is the current funding mechanism. Presently, the City has the legislative authority for a \$10.8 million dollar Aquatic Center improvement.

Originating Department:

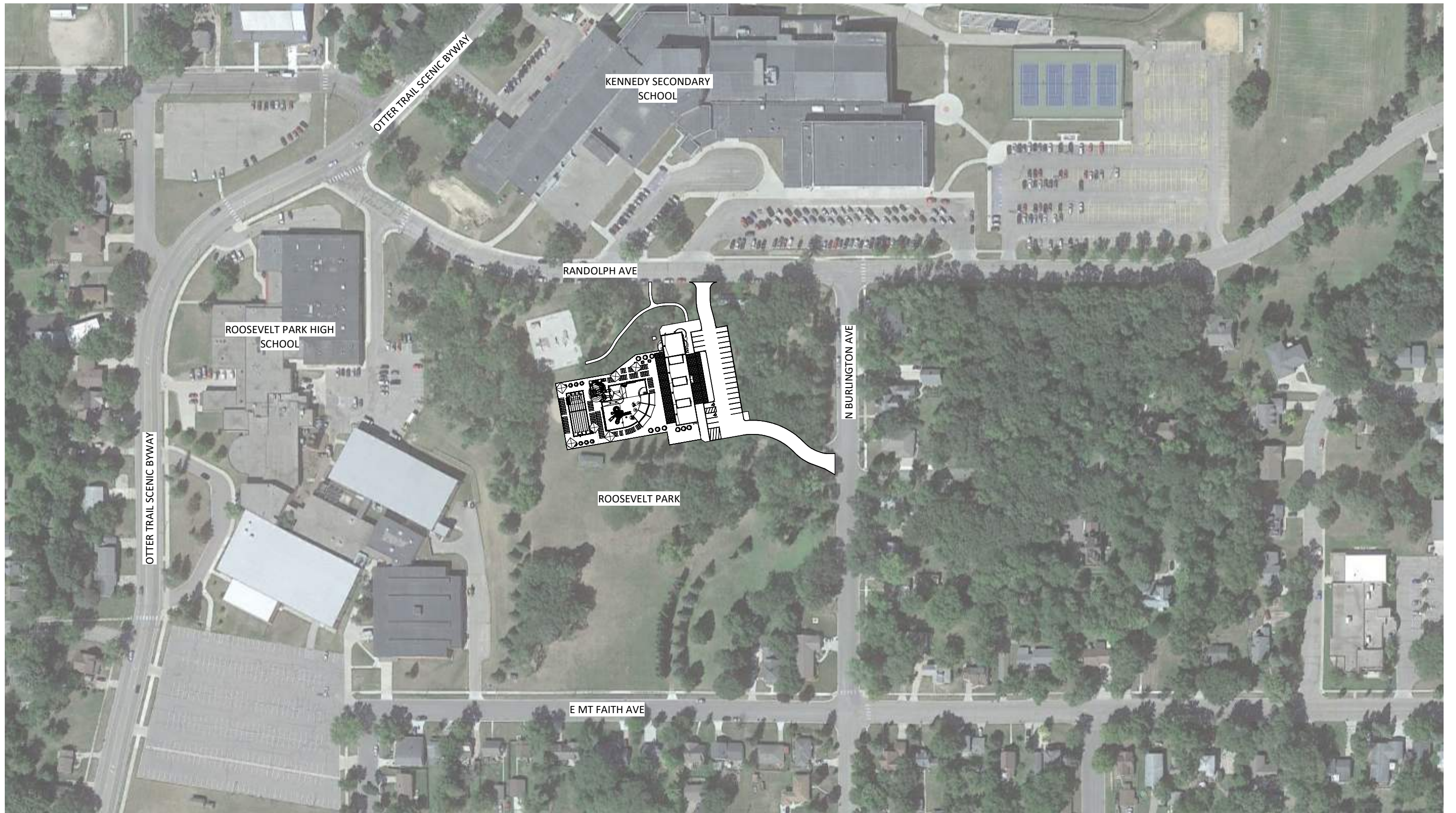
Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. – City Engineer

Attachments:

Exhibits – JLG Architects

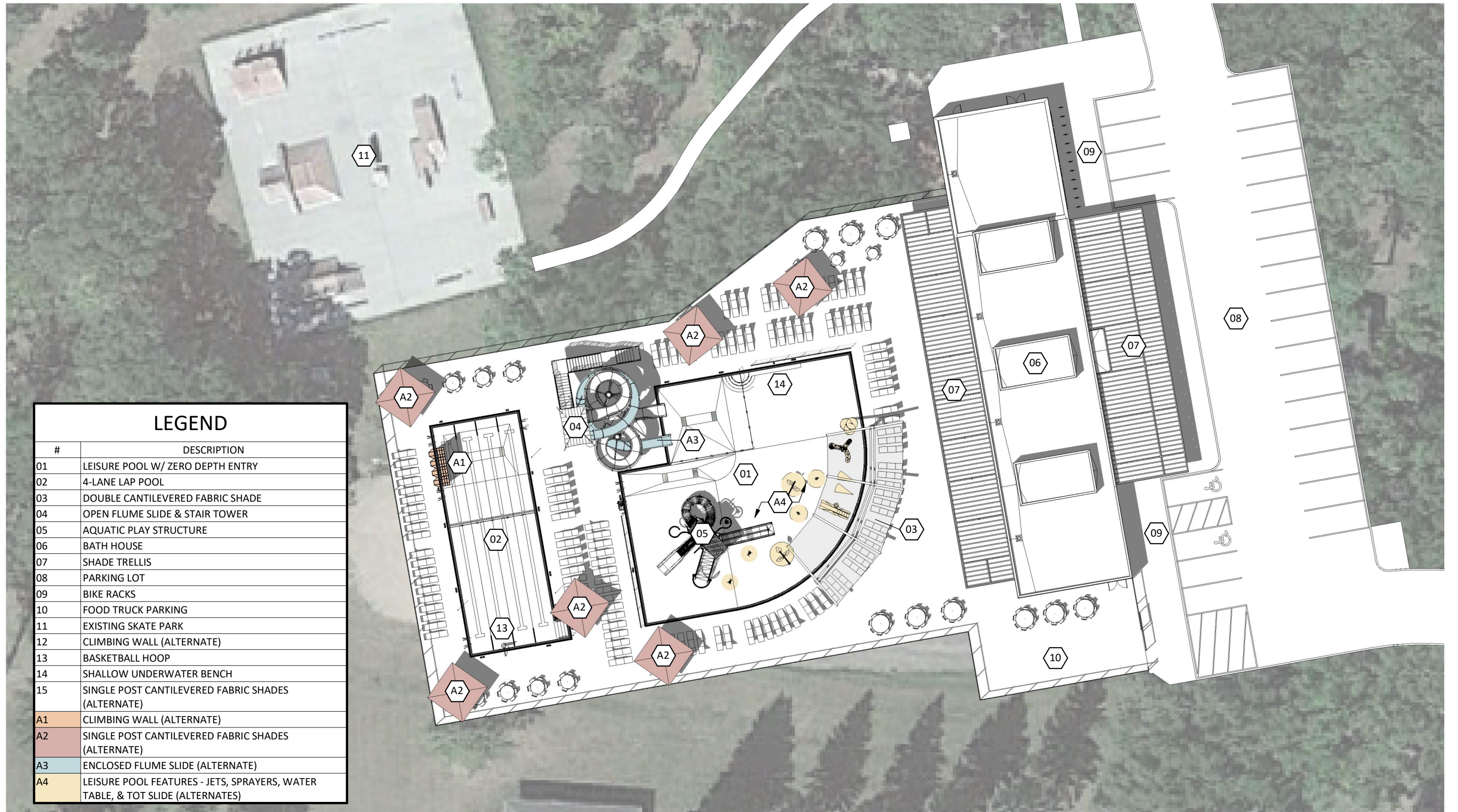


ROOSEVELT PARK COMMUNITY POOL

SITE CONTEXT PLAN

6/20/2023 | JLG 22315 | © 2023 JLG ARCHITECTS

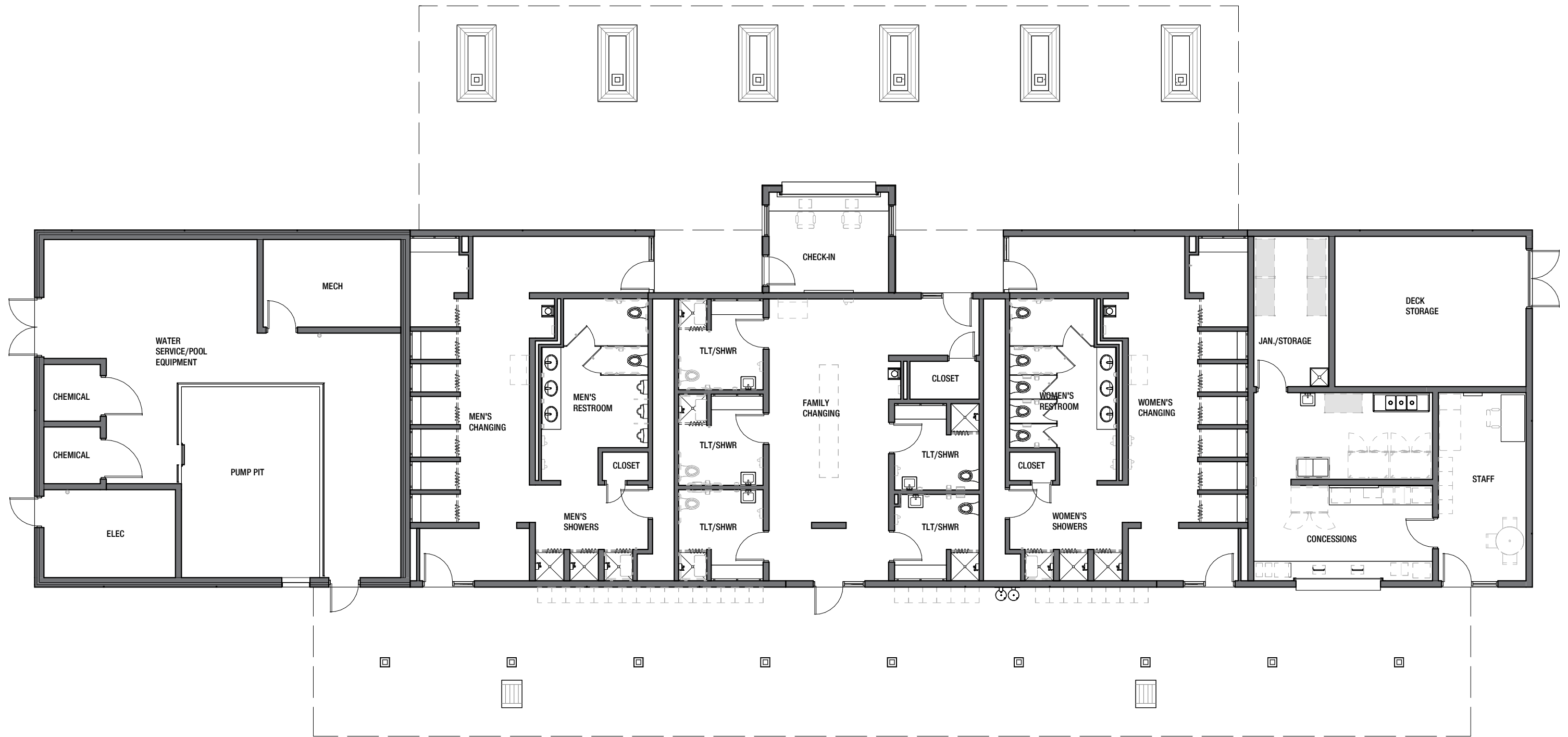




ROOSEVELT PARK COMMUNITY POOL

FEATURES PLAN

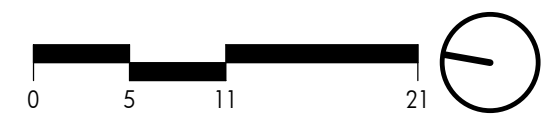


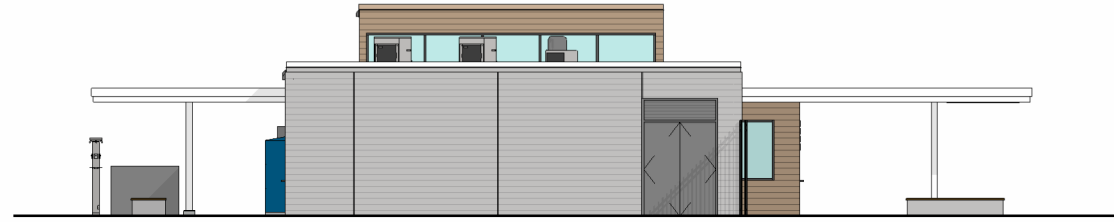


ROOSEVELT PARK COMMUNITY POOL

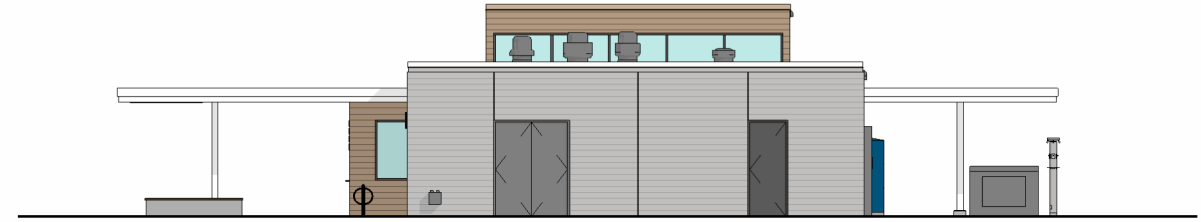
FLOOR PLAN

6/20/2023 | JLG 22315 | © 2023 JLG ARCHITECTS

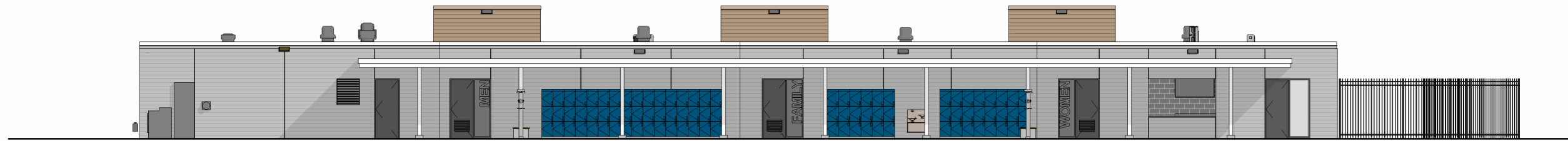




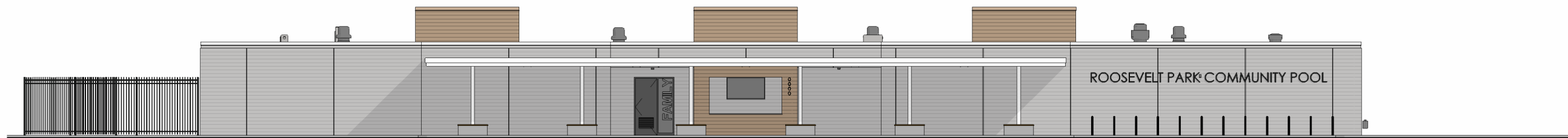
SOUTH ELEVATION



NORTH ELEVATION



WEST ELEVATION

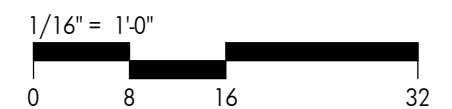


EAST ELEVATION

ROOSEVELT PARK COMMUNITY POOL

EXTERIOR ELEVATIONS

6/20/2023 | JLG 22315 | © 2023 JLG ARCHITECTS





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ROOSEVELT PARK COMMUNITY POOL

CONCEPTUAL RENDERING

6/20/2023 | JLG 22315 | © 2023 JLG ARCHITECTS





ARTIST'S CONCEPTUAL RENDERING. ANY FINISHES, FEATURES, OR SPECIFICATIONS DEPICTED HERE MAY CHANGE AT THE DISCRETION OF JLG ARCHITECTS WITHOUT NOTICE. THIS IMAGE MAY NOT ACCURATELY REFLECT FINAL CONSTRUCTION.

ROOSEVELT PARK COMMUNITY POOL

CONCEPTUAL RENDERING

6/20/2023 | JLG 22315 | © 2023 JLG ARCHITECTS





ARTIST'S CONCEPTUAL RENDERING. ANY FINISHES, FEATURES, OR SPECIFICATIONS DEPICTED HERE MAY CHANGE AT THE DISCRETION OF JLG ARCHITECTS WITHOUT NOTICE. THIS IMAGE MAY NOT ACCURATELY REFLECT FINAL CONSTRUCTION.

ROOSEVELT PARK COMMUNITY POOL

CONCEPTUAL RENDERING

6/20/2023 | JLG 22315 | © 2023 JLG ARCHITECTS





City Council Action Recommendation

Page 1 of 1

Meeting Date:

June 28, 2023- COW

Subject:

Flour Mill LLC TIF development agreement & purchase agreement for parking lot (as part of gap financing package)

Recommendation:

Approve a development agreement & purchase agreement related to the redevelopment of the mill building for action at an upcoming council meeting.

Background/Key Points:

Mr. Kevin Bartram, owner of the former Red River Milling Company building, received council approval for Tax Increment Financing (TIF) for the former mill property on November 1, 2021. Following TIF approval, Mr. Bartram continued to develop his project plans for a boutique hotel and seek project financing.

In the winter of 2023, Mr. Bartram approached the city with a \$300,000 financing gap based on updated bids for the project. On February 21, 2023, the council adopted resolution #37-2023 approving a business assistance loan in the amount of \$200,000 to the Flour Mill LLC to close part of the \$300,000 gap. Loan terms include 1% interest for 20 years, a 1.5% origination fee on the loan, personal and corporate guarantees, and maintenance of a life insurance policy. Interest savings over the life of the loan are calculated to be approximately \$140,000 at 1%. The interest savings constitute part of the city's contribution toward gap closure.

With Council direction, the city also began discussion with Mr. Bartram to purchase the unimproved parking lot adjacent to the mill building for \$160,000. The lot would be retained by the city for public parking in the downtown area. Discussions have led to a final footprint of approximately 20,200 square feet of unimproved parking lot. The purchase amount of \$160,000, combined with interest savings of approximately \$140,000 over the life of Mr. Bartram's loan, is expected to fill the \$300,000 financing gap.

With abatement work started on site, Council is asked to approve a development agreement for inclusion with TIF documentation. Council is also asked, as a separate action, to approve a \$160,000 purchase of approximately 20,200 square feet of unimproved parking lot adjacent to the mill to fill Mr. Bartram's final financing gap.

Originating Department:

Community Development

Respectfully Submitted:

Klara Beck

Attachments:

TIF 4-15 Development Agreement
Mill parking lot purchase agreement

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF FERGUS FALLS, MINNESOTA

AND

FLOUR MILL LLC

This document drafted by:

TAFT STETTINIUS & HOLLISTER LLP
2200 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402

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DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of the ____ day of _____, 2023, by and between the City of Fergus Falls, Minnesota (the "City"), a home rule charter city and a political subdivision organized and existing under the laws of the State of Minnesota and Flour Mill LLC, a Minnesota limited liability company (the "Developer").

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Section 469.124 through 469.133, the City has formed Municipal Development District No. 4 (the "Development District") and has adopted a development program therefor (the "Development Program"); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended (hereinafter, the "Tax Increment Act"), the City has created within the Development District, Tax Increment Financing (Redevelopment) District No. 4-15 (the "Tax Increment District"), and has adopted a tax increment financing plan therefor (the "Tax Increment Plan") which provides for the use of tax increment financing in connection with certain development within the Development District; and

WHEREAS, in order to achieve the objectives of the Development Program and particularly to make the land in the Development District available for development by private enterprise in conformance with the Development Program, the City has determined to assist the Developer with the financing of certain costs of a Project (as hereinafter defined) to be constructed within the Tax Increment District as more particularly set forth in this Agreement; and

WHEREAS, the City believes that the development and construction of the Project, and fulfillment of this Agreement are vital and are in the best interests of the City, the health, safety, morals and welfare of the residents of the City, and in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project is being undertaken and is being assisted; and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, do not apply to this Agreement pursuant to an exemption for housing.

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

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

City means the City of Fergus Falls, Minnesota;

County means Otter Tail County, Minnesota;

Developer means Flour Mill LLC, a Minnesota limited liability company, its successors and assigns;

Development District means the real property described in the Development Program for Municipal Development District No. 4;

Development Program means the development program approved in connection with the Development District;

Development Property means the real property described in Exhibit A attached to this Agreement;

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

Legal and Administrative Expenses means the fees and expenses incurred by the City in connection with the adoption of the Tax Increment Financing Plan and the preparation of this Agreement and the issuance of the Tax Increment Note;

Note Payment Date means August 1, 2024, and each February 1 and August 1 of each year thereafter to and including February 1, 2045; provided, that if any such Note Payment Date should not be a Business Day, the Note Payment Date shall be the next succeeding Business Day;

Prime Rate means the rate of interest from time to time publicly announced by U.S. Bank National Association in St. Paul, Minnesota, as its "prime rate" or "reference rate" or any successor rate, which rate shall change as and when that rate or successor rate changes;

Project means the acquisition of the existing historic flour mill building and the redevelopment and construction of that building into an approximately 24-unit boutique hotel to be located on the Development Property;

Site Improvements means the site improvements to be undertaken on the Development Property as identified on Exhibit C attached hereto;

State means the State of Minnesota;

Tax Increment Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

Tax Increment District means Tax Increment Financing (Redevelopment) District No. 4-15, located within the Development District, a description of which is set forth in the Tax Increment Financing Plan, and which was qualified as a redevelopment district under the Tax Increment Act;

Tax Increment Financing Plan means the tax increment financing plan approved for the Tax Increment District by the City Council on November 1, 2021, and any subsequent amendments thereto;

Tax Increment Note or Note means the Tax Increment Revenue Note (Flour Mill LLC Project) to be executed by the City and delivered to the Developer pursuant to Article III hereof, the form of which is attached hereto as Exhibit B;

Tax Increments means 90% of the tax increments derived from the Development Property which have been received and retained by the City in accordance with the provisions of Minnesota Statutes, Section 469.177, which tax increments are calculated in the sole discretion of the City;

Termination Date means the earlier of (i) February 1, 2045, (ii) the date the Tax Increment Note is paid in full, (iii) the date on which the Tax Increment District expires or is otherwise terminated, or (iv) the date this Agreement is terminated or rescinded in accordance with its terms; and

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, delays in delivery of materials for the construction of the Project, the soil conditions of the Development Property, 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 and Warranties of the City. The City makes the following representations and warranties:

- (1) The City is a home rule charter city 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 Increment District is a "redevelopment district" within the meaning of Minnesota Statutes, Section 469.174, Subdivision 10, and was created, adopted and approved in accordance with the terms of the Tax Increment Act.
- (3) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Development Program.
- (4) To finance certain costs within the Tax Increment District, the City proposes, subject to the further provisions of this Agreement, to apply Tax Increments to reimburse the Developer for a portion of the costs of the acquisition of the Development Property and for certain Site Improvements in connection with the Project as further provided in this Agreement.
- (5) The City makes no representation or warranty, either expressed or implied, as to the Development Property or its condition or the soil conditions thereon, or that the Development Property shall be suitable for the Developer's purposes or needs.

Section 2.2 Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

- (1) The Developer 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.
- (2) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.
- (3) The Developer 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 local, state, and federal laws and regulations which must be obtained or met before the balance of the Project may be lawfully constructed.
- (4) 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 Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

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

(6) The Developer 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.

(7) Construction of the Project will commence on or before December 31, 2023, and barring Unavoidable Delays the Project will be substantially completed by December 31, 2024.

(8) The Developer acknowledges that Tax Increment projections contained in the Tax Increment Financing Plan are estimates only and the Developer acknowledges that it shall place no reliance on the amount of projected Tax Increments and the sufficiency of such Tax Increments to reimburse the Developer for a portion of the costs of the acquisition of the Development Property and the construction of the Site Improvements as provided in Article III.

ARTICLE III.

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 Site Improvements and Development Property. The parties agree that the acquisition of the Development Property and the installation of the Site Improvements are essential to the successful completion of the Project. The costs of acquisition of the Development Property and the construction of Site Improvements shall be paid by the Developer. The City shall reimburse the Developer for the lesser of (1) \$692,700, or (2) the costs of acquisition of the Development Property and the construction of Site Improvements actually incurred and paid by the Developer (the "Reimbursement Amount"), as further provided in Section 3.3 hereof.

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

Section 3.3 Reimbursement: Tax Increment Note. The City shall reimburse the Developer for the costs identified in Section 3.1 through the issuance of the City's Tax Increment Note in substantially the form attached to this Agreement as Exhibit B, subject to the following conditions:

(1) The Tax Increment Note shall be dated, issued and delivered when the Developer shall have demonstrated in writing to the reasonable satisfaction of the City that the construction of the Project has been completed and that the Developer has incurred and paid the costs of the acquisition of the Development Property and of the construction of Site Improvements, as described in and limited by Section 3.1 and shall have submitted paid invoices for the costs of construction of the Site Improvements and a settlement statement or other evidence of payment of the costs of the Development Property in an amount not less than the Reimbursement Amount.

(2) The unpaid principal amount of the Tax Increment Note shall bear simple, non-compounding interest from the date of issuance of the Tax Increment Note, at 5.50% per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

(3) The principal amount of the Tax Increment Note and the interest thereon shall be payable solely from the Tax Increments.

(4) On each Note Payment Date and subject to the provisions of the Tax Increment Note, the City shall pay, against the principal and interest outstanding on the Tax Increment Note, Tax Increments received by the City during the preceding six (6) months. All such payments shall be applied first to accrued interest and then to reduce the principal of the Tax Increment Note.

(5) The Tax Increment Note shall be a special and limited obligation of the City and not a general obligation of the City, and only Tax Increments shall be used to pay the principal and interest on the Tax Increment Note. If, on any Note Payment Date, the Tax Increments for the payment of the accrued and unpaid interest on the Tax Increment Note are insufficient for such purposes, the difference shall be carried forward, without interest accruing thereon, and shall be

paid if and to the extent that on a future Note Payment Date there are Tax Increments in excess of the amounts needed to pay the accrued interest then due on the Tax Increment Note.

(6) The City's obligation to make payments on the Tax Increment Note on any Note Payment Date or any date thereafter shall be conditioned upon the requirements that (A) there shall not at that time be an Event of Default that has occurred and is continuing under this Agreement and (B) this Agreement shall not have been rescinded pursuant to Section 4.2.

(7) The Tax Increment Note shall be governed by and payable pursuant to the additional terms thereof, as set forth in Exhibit B. In the event of any conflict between the terms of the Tax Increment Note and the terms of this Section 3.3, the terms of the Tax Increment Note shall govern. The issuance of the Tax Increment Note pursuant and subject to the terms of this Agreement, and the taking by the City of such additional actions as bond counsel for the Tax Increment Note may require in connection therewith, are hereby authorized and approved by the City.

Section 3.4 Real Property Taxes. Prior to the Termination Date, the Developer shall pay all real property taxes payable with respect to all and any parts of the Development Property acquired and owned by it until the Developer's obligations have been assumed by any other person pursuant to the provisions of this Agreement.

The Developer agrees that, so long as it owns all or any portion of the Development Property, prior to the Termination Date:

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

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

(3) It will not seek any tax deferral or abatement, either presently or prospectively authorized under Minnesota Statutes, Section 469.1813, or any other State or federal law, of the ad valorem property taxation of the Development Property between the date of execution of this Agreement and the Termination Date; and

(4) It will not seek a reduction in the market value as determined by the Otter Tail County Assessor of the Project or other facilities, if any, that it constructs on the Development Property, pursuant to the provisions of this Agreement, for so long as the Tax Increment Note remains outstanding.

Section 3.5 Prohibition Against Transfer of Project and Assignment of Agreement. The Developer represents and agrees that prior to the termination date of this Agreement the Developer shall not transfer the Project or any part thereof or any interest therein, without the prior written approval of the City. 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 Developer.

(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 Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer 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.

Section 3.6 Legal and Administrative Expenses. The Developer shall pay all Legal and Administrative Expenses incurred by the City within 15 days of the receipt of the invoice from the City.

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 Developer to timely pay any ad valorem real property taxes and special assessments levied against the Development Property and all public utility or other City payments due and owing with respect to the Development Property when due and payable.

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

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

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

(5) If the Developer 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 Developer, as 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 Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within sixty (60) days after such appointment, or if the Developer, 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 thirty (30) days' written notice to the Developer citing with specificity the item or items of default and notifying the Developer that it has thirty (30) days within which to cure said Event of Default. If the Event of Default has not been cured within said thirty (30) days:

(1) The City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure the Event of Default and continue its performance under this Agreement, and no interest shall accrue on the Tax Increment Note while performance is suspended in accordance with this Section 4.2.

(2) The City may cancel and rescind the Agreement and the Tax Increment Note.

(3) 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 Developer 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 Developer herein contained, the Developer agrees that it 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 Indemnification of City.

(1) The Developer releases from and covenants and agrees that the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the 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.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the

acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement or to any actions undertaken by the City which are not contemplated by this Agreement but shall, in any event and without regard to any fault on the part of the City, apply to any pecuniary loss or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the City at a rate equal to the Prime Rate) as a result of the Project causing the Tax Increment District to not qualify or cease to qualify as a "redevelopment district" under Section 469.174, Subdivision 10, of the Act and Section 469.176, Subdivision 4(j). or to violate limitations as to the use of Tax Increments as set forth in Section 469.176, Subdivision 4(j).

(3) 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, as the case may be.

ARTICLE V.

ADDITIONAL PROVISIONS

Section 5.1 Restrictions on Use. The Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that during the term of this Agreement the Developer and such successors and assigns shall operate, or cause to be operated, the Project as described and shall devote the Development Property to, and in accordance with, the uses specified in this Agreement.

Section 5.2 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official 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 Developer or successor or on any obligations under the terms of this Agreement.

Section 5.3 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 5.4 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 Developer is addressed to or delivered personally to:

Flour Mill LLC
Attention: Kevin Bartram
505 Broadway N., Suite 201
Fargo, MN 58102

- (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

with a copy to:

Taft Stettinius & Hollister LLP
Attention: Mary Ippel
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402

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

Section 5.6 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 5.7 Expiration. This Agreement shall expire on the Termination Date.

Section 5.8 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.

Section 5.9 Assignability of Tax Increment Note. The Tax Increment Note may only be assigned pursuant to the terms of the Tax Increment Note and shall not be unreasonably withheld.

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

CITY OF FERGUS FALLS, MINNESOTA

By _____
Its Mayor

By _____
Its Administrator

This is a signature page to the Development Agreement by and between the City of Fergus Falls and Flour Mill LLC.

Flour Mill LLC

By _____
Its

This is a signature page to the Development Agreement by and between the City of Fergus Falls and Flour Mill LLC.

EXHIBIT A

Description of Development Property

The property located in the City of Fergus Falls, Otter Tail County, Minnesota, with the parcel identification number of 71-003-99-0356-000 and legally described as follows:

Sect-34 Twp-133 Range-043 AMENDED PLATE – CITY OF FF RESERVES
BLK 70, 71 & 72 & THAT PT 73 E OF W LN OF VINE, EX W 60' LYING N OF
RAILROAD

EXHIBIT B

Form of Tax Increment Note

No. R-1

\$ _____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF OTTER TAIL
CITY OF FERGUS FALLS

TAX INCREMENT REVENUE NOTE
(Flour Mill LLC PROJECT)

The City of Fergus Falls, Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the "Payment Amounts") to Flour Mill LLC (the "Developer") or its registered assigns (the "Registered Owner"), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount stated above, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the sum of the principal amount listed above shall in no event exceed \$692,700 as provided in that certain Development Agreement, dated as of _____, 2022 as the same may be amended from time to time (the "Development Agreement"), by and between the City and the Developer. The unpaid principal amount hereof shall bear interest from the date of this Note at the simple non-compounded rate of 5.50% per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

The amounts due under this Note shall be payable on August 1, 2024, and on each February 1 and August 1 thereafter to and including February 1, 2045 or, if the first should not be a Business Day (as defined in the Development Agreement), the next succeeding Business Day (the "Payment Dates"). On each Payment Date the City shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last business day of the City preceding such Payment Date an amount equal to the sum of the Tax Increments (hereinafter defined) received by the City during the six (6) month period preceding such Payment Date. All payments made by the City under this Note shall first be applied to accrued interest and then to principal. This Note is prepayable by the City, in whole or in part, on any date.

The Payment Amounts due hereon shall be payable solely from 90% of tax increments (the "Tax Increments") from the Development Property within the City's Tax Increment Financing (Redevelopment) District No. 4-15 (the "Tax Increment District") within its Municipal Development District No. 4 which are paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time (the "Tax Increment Act"). This Note shall

terminate and be of no further force and effect following the last Payment Date defined above, on any date upon which the City shall have terminated the Development Agreement under Section 4.2(2) thereof, the date the Tax Increment District is terminated, or on the date that all principal and interest payable hereunder shall have been paid in full, whichever occurs earliest.

The City makes no representation or covenant, express or implied, that the Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured; and, further, if pursuant to the occurrence of an Event of Default under the Development Agreement the City elects to cancel and rescind the Development Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Development Agreement, including without limitation Section 3.2 thereof, for a fuller statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except the above-referenced Tax Increments, is or shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the City Charter and the Constitution and laws of the State of Minnesota, including the Tax Increment Act.

This Note is subject to prepayment on any date at the option of the City, in whole or in part and without penalty.

This Note may be assigned only with the consent of the City which consent shall not be unreasonably withheld. In order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, City of Fergus Falls, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and Administrator and has caused this Note to be dated as of _____, 20__.

Administrator

Mayor

DO NOT EXECUTE UNTIL PAID INVOICES, A SETTLEMENT STATEMENT OR OTHER EVIDENCE OF PAYMENT FOR LAND ACQUISITION AND SITE IMPROVEMENTS ARE GIVEN TO THE CITY - REFER TO SECTION 3.3(1).

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note was registered in the name of Flour Mill LLC, and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

<u>NAME AND ADDRESS OF REGISTERED OWNER</u>	<u>DATE OF REGISTRATION</u>	<u>SIGNATURE OF CITY ADMINISTRATOR</u>
Flour Mill LLC Attention: Kevin Bartram 505 Broadway N., Suite 201 Fargo, MN 58102		

EXHIBIT C

Site Improvements

Engineering
Environmental Testing
Foundations and Footings
Grading/earthwork
Landscaping, including irrigation
Onsite Utilities
Onsite Road, Curb, Gutter, Driveway, Sidewalk and Streetscape Improvements
Outdoor Lighting
Parking
Site Preparation
Site Utilities
Soil Testing & Boring
Storm Water/Ponding
Survey

309 Stanton Ave West - Flour Mill



STANTON AVE

RES 70

RES 71

RES 72

BLOCK 24


RESERVE

76

RESERVE 73

UNION AVE

Legend

 Parking Lot Legal Description

Scale: 1" = 100.00'
6/22/23



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

ARC DOCUMENT SOLUTIONS LLC	MAINTENANCE GIS PRINTER	217.19
ADMINISTRATOR'S CONTINGENCY FD	JUNE SEW PATCH ON	20.00
ADMINISTRATOR'S CONTINGENCY FD	MAY 2023 ANALYSIS SVC CHARGE	159.09
ADMINISTRATOR'S CONTINGENCY FD	MAY 2023 INTEREST EARNED	.02-
ADMINISTRATOR'S CONTINGENCY FD	PARK SHELTER CANCELLED/ELLIS	40.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PAVILION DEPOSIT-GUTTOR	100.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PAVILION DEPOSIT-KLECAN	100.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PAVILION DEPOSIT-LEOPOL	100.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PAVILION DEPOSIT-SPRING	100.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PAVILION DEPOSIT-STANS	100.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PAVILION DEPOSIT-UHRICH	100.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PLPS DEPOSIT-HEIKES	25.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PLPS DEPOSIT-KARSTEN	25.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PLPS DEPOSIT-NELSON	25.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PLPS DEPOSIT-ROBERTS	25.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PLPS DEPOSIT-ROEHL	25.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PLPS DEPOSIT-SUGESI	25.00
ADMINISTRATOR'S CONTINGENCY FD	2023 SAFETY BOOT REIMBURSEMENT	50.00
ALPHA TRAINING & TACTICS LLC	DELANEY UNIFORM PURCHASE	27.50
ARAMARK	JUNE LINEN SUPPLY	36.46
SEAN ANDERSON	CLEANING WEEKS OF JUN 5-12	436.08
ASPEN MILLS INC	DELANEY UNIFORM PURCHASE	88.51
ASPEN MILLS INC	HOHRMAN RETURN UNIFORM	22.65-
AUTO VALUE - FERGUS FALLS	JUN BLOW GUN PARK DEPT (GLEN)	43.99
AUTO VALUE - FERGUS FALLS	JUN CLEANER/SPARK PLUGS (GLEN)	8.97
AUTO VALUE - FERGUS FALLS	JUN FLOOR DRY (GLEN) PARK	84.95
AUTO VALUE - FERGUS FALLS	JUN FUNNELS/REPAIR SHOP GLEN	4.68
AUTO VALUE - FERGUS FALLS	JUN SMALL ENGINE SPARK PLUGS	11.96
AUTO VALUE - FERGUS FALLS	JUN SPRAY BOTTLE (MONTE)	12.48
AUTO VALUE - FERGUS FALLS	JUN WEATHERSTRIP ADHESIVE GLEN	11.99
AVESIS THIRD PARTY ADMIN INC	JULY VISION INSURANCE	30.14

General

BIGWOOD EVENT CENTER FUND	2023 BUDGET TRANSFER-PARTIAL	55,250.00
JEAN O. BOWMAN	JUNE MILEAGE-DULUTH	273.80
ANDREW BREMSETH	MILEAGE CONFERENCE-DULUTH	273.80
A CENTER FOR THE ARTS	3RD QTR 2023 BUDGET ALLOCATION	1,875.00
CHARTER COMMUNICATIONS	CABLE 6/18-7/17	32.97
CHARTER COMMUNICATIONS	06/13-07/12/23 INTERNET	129.99
CHARTER COMMUNICATIONS	06/13-07/12/23 IP ADDRESS	19.99
CLIMATE CONTROL INC	PROF SERVICE, CHILLER	300.00
VIKING COCA-COLA BOTTLING CO	JUNE CONCESSION SUPPLIES	990.40
COMMONWEALTH HERITAGE GROUP	FERBER PARK/CITY PORTION	5,435.91
COOPERS TECHNOLOGY GROUP	JUN BINDER CLIPS,NOTE PADS,PEN	62.15
COOPERS TECHNOLOGY GROUP	USED ALLSTEEL 24" TASK LIGHT	45.00
COSSETTE ELECTRIC LLC	JUN RTC POLE LIGHT UNHOOK/HOOK	268.06
DACOTAH PAPER CO	CLNR, GLASS	49.93
DACOTAH PAPER CO	FORKS,STRAWS,FOAM CUPS	97.65
DACOTAH PAPER CO	JUNE TOILET TISSUE	68.32
DACOTAH PAPER CO	ROLL TOWEL, HARD SURFACE CLNR	311.24
DACOTAH PAPER CO	TOWEL,TISSUE,CLNR,DETGNT DISH	540.25
DAILY JOURNAL	APRIL BOARD OF EQUALIZATION	86.63
DAILY JOURNAL	APRIL MISC EXPENSE	.90
DAILY JOURNAL	APRIL PUBLISH ORDINANCE #36	240.63
DAILY JOURNAL	APRIL TAX INCREMENT TIF 4-16	279.13
DAILY JOURNAL	MAY HEARING/SUGAR HIGH	86.63
DAILY JOURNAL	MAY PROPERTY TAX ABATEMENTS	192.50
DAILY JOURNAL	MAY PUBLISH ORDINANCE #37	134.75
DAILY JOURNAL	MAY YARD OF THE WEEK SPONSOR	629.00
EQUIPMENT FUND	JULY EQUIPMENT RENT	114,157.90
4M FUND	MAY 2023 SERVICE CHARGE	60.56
FASTENAL COMPANY	JUN BIKE RACK PARTS (MICK)	83.54
FASTENAL COMPANY	JUN PARK SAFETY VENDING	150.58
FASTENAL COMPANY	JUN STREET SAFETY VENDING	46.37
FASTENAL COMPANY	JUN STREET SAFTEY VENDING	52.21
FASTENAL COMPANY	JUN 1/4" SPRING HOOK (MONTE)	143.91
FERGUS POWER PUMP, INC.	DUST CONTROL 5/26/23 CITY SHOP	1,179.12
FERGUS POWER PUMP, INC.	DUST CONTROL/MAIN SOLAR PROJ.	8,591.12
F. F. AREA FAMILY YMCA	2023 BEACH LIFEGUARD CONTRACT	8,333.33
FERGUS FALLS VOLLEYBALL	2023 VOLLEYBALL CAMP	7,429.50
GEO TECH OF MINNESOTA	OTC TAX	1.00-
GEO TECH OF MINNESOTA	STATE TAX	13.73-
GOODIN COMPANY	CPVC COUP, FLOW GUARD CEMENT	44.43
GOODIN COMPANY	HEX BUSHINGS	35.81
GOODIN COMPANY	WHITE VIEGAPEX	62.50
GREAT PLAINS FIRE	JUNE T4 LADDER HYDRAULICS	980.00

General

GREAT PLAINS FIRE	JUNE T8 PUMP R/R	4,999.00
GREAT PLAINS NATURAL GAS CO	JUNE NATURAL GAS EXPENSE	952.34
HOME DEPOT CREDIT SERVICES	JUN BOX COVER,125V 3-WIRE PLUG	4.45
HOME DEPOT CREDIT SERVICES	JUN CLAMP/PLUG LAKE ALICE TRAV	4.97
HOME DEPOT CREDIT SERVICES	JUN PLUMBING PARTS DELAGOON JA	29.71
HOME DEPOT CREDIT SERVICES	JUN ROOSEVELT PARK BATHROOM	29.77
HOME DEPOT CREDIT SERVICES	JUN 1/2" PIPE/COUPLING LAKE AL	1.84
HOME DEPOT CREDIT SERVICES	JUNE BATTERIES,MASON CHISEL	170.78
HOME DEPOT CREDIT SERVICES	JUNE PIPE,FLUSH BUSHING,WASHER	134.43
HOME DEPOT CREDIT SERVICES	JUNE 100' FG LONG TAPE	20.97
HOME DEPOT CREDIT SERVICES	JUNE 20" TOOL BAR,KLEER SOLVEN	17.66
JONAH HOVE	EMT CLASS CERTIFICATION	500.00
KNUTSON LAWN SERVICE	CONTRACT MOWING 1209 S VINE ST	365.00
KNUTSON LAWN SERVICE	CONTRACT MOWING 401 W DOUGLAS	795.00
LAKE REGION HEALTHCARE CORP	BLOOD DRAW/THIELMAN/23015423	80.00
LAKE REGION HEALTHCARE CORP	MAY PRE-EMPLOY DRUG SCREEN	1,200.00
LOCATORS & SUPPLIES INC	JUN SAFETY GLASSES/COATED GLOV	22.95
VICTOR LUNDEEN COMPANY	JUNE COPY PAPER	990.00
MARCO TECHNOLOGIES LLC	COPIER CONTRACT	355.61
MARCO TECHNOLOGIES LLC	02/27-05/27/23 COPIER OVERAGE	71.72
MARCO TECHNOLOGIES LLC	05/27-06/27/23 COPIER RENT	358.57
MASTER'S MARTIAL ARTS ACADEMY	TAE KWON DO SESSION I	648.00
MEDTOX LABORATORIES INC	MAY PRE-EMPLOY DRUG SCREENS	935.20
METRO SALES, INC	05/18-06/17/23 COPIER RENT	152.98
METRO SALES, INC	05/18-06/17/23 COPIER USAGE	35.26
MN FIRE SVC CERTIFICATION	FIREFIGHTER II CERTIFICATION	504.00
NICE THREADS CUSTOM EMBROIDER	JUNE SUPPLIES/STAFF T-SHIRTS	1,168.00
NYCKLEMOE & ELLIG, P.A.	JULY RETAINER FEE/OFFICE ALLOW	7,245.83
OTTER TAIL CO. HISTORICAL SOC.	3RD QTR 2023 BUDGET ALLOCATION	2,875.00
OTTER TAIL TELCOM	DTRF INSTALL EQ./WIFI	440.00
OTTER TRACK & FIELD	TRACK & FIELD K-6TH GRADE	3,600.00
OVERHEAD DOOR CO	JAN NORTH RINK OVERHEAD DOOR	197.50
POLICE DEPT CONTINGENCY FUND	DUENOW DRE SCHOOL TRVL MEALS	240.24
POLICE DEPT CONTINGENCY FUND	ESTEP ICAC TRAVEL MEALS	316.50
POLICE DEPT CONTINGENCY FUND	SHIRKEY UNIFORM PURCHASE	130.35
POLICE DEPT PETTY CASH	DUENOW TASER SCHOOL MEAL	13.99
PRODUCTIVE ALTERNATIVES INC.	3RD QTR 2023 BUDGET ALLOCATION	12,500.00
PUBLIC UTILITIES DEPARTMENT	JUNE PUBLIC UTILITIES	4,980.41
PUBLIC UTILITIES DEPARTMENT	JUNE UTILITIES/522 E HAMPDEN	36.64
RLS CONSTRUCTION SUPPLY	X-TREME COMBO BLADE	206.66
RED DOT PEST CONTROL	SPIDER/BUGS INTERIOR SPRAYING	80.00
REDSTONE TECHNOLOGIES INC	POWER 9 REMOVAL	336.84
JESSE SCHNEEBERGER	TENNIS SESSION I	1,332.00

General

SHERWIN WILLIAMS CO	APR CREDIT RETURNED PAINT	78.50-
STENERSON BROTHERS LUMBER CO	JUN LAG BOLTS NO PARL SIGNS ON	10.80
STENERSON BROTHERS LUMBER CO	SUPPLIES-YEARS OF SVC AWARDS	7.85
STREICHER'S INC	40 MM LAUNCHER	870.00
SUMMIT COMPANIES	FIRE ALARM SYSTEM INSPECTION	302.00
SWANSTON EQUIPMENT CO	JUN AUTOCUT/BACKPACK BLOWER	586.96
SWANSTON EQUIPMENT CO	JUN BAR OIL (1 GAL JUGS)	55.50
KEVIN J SWENSON	GOLF CAMP	4,617.00
KEVIN J SWENSON	GOLF SESSION I	360.00
USABLE LIFE	JULY LIFE INSURANCE	79.20
VERIZON WIRELESS	JUNE CELL PHONE EXPENSE	1,225.84
WADENA ASPHALT INC	JUN BIT MIX CHURCH/ALCOTT/SHER	1,050.00
WADENA ASPHALT INC	JUN BIT MIX S MABELLE	990.00
WADENA ASPHALT INC	JUN BIT MIX SHERMAN/ADOLPHUS	1,650.00
WADENA ASPHALT INC	JUN BIT MIX VERNON/FREMONT	990.00
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/MAY 2023	948,402.92
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/373385LA9	28,801.38-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/649791RN2	18,748.06-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/83162CT45	70,000.00-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/91282CHB0	283,954.96-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/91282CHC8	72,697.06-
WHITWATER RESCUE INTITUTE	JUNE SWIFTWATER/FLOOD RESCUE	11,506.61
WORKSRIGHT SOFTWARE, INC.	HYPER/SORT RENEW 8/23-8/24	3,684.00
WORKSRIGHT SOFTWARE, INC.	PER/RDI RENEW 8/23-8/24	292.00
WORKSRIGHT SOFTWARE, INC.	PER/ZIP4 RENEW 8/23-8/24	3,684.00
	F U N D T O T A L	766,186.99

P.A. General

A-1 LOCK & KEY LLC	REPLACE 8 LOCK SETS AT CBHH	910.00
COMSTOCK CONSTRUCTION INC	REPLACE DOOR CLOSURE CBHH	3,183.00
SUMMIT COMPANIES	ANNUAL FIRE ALARM INSPECTION	109.00
UGSTAD PLUMBING INC	BOILER/GEN CK 06/07/23	90.00
UGSTAD PLUMBING INC	JULY RETAINER FEE	125.00
	F U N D T O T A L	4,417.00

Regional Treatment Center-City Operated

Regional Treatment Center-City Operated

LOCATORS & SUPPLIES INC	JUN TRUAIR P100 AIR MASKS RTC	71.98
	F U N D T O T A L	71.98

Public Library

ADMINISTRATOR'S CONTINGENCY FD	JUNE STAMPS	63.00
ARAMARK UNIFORM SERVICES	TOWELS & MOPS	35.19
BAKER & TAYLOR INC	BOOKS	1,633.65
BAKER & TAYLOR INC	FREIGHT SURCHARGE	16.33
BAKER & TAYLOR INC	PROCESSING	99.14
DACOTAH PAPER CO	CLNR, SURFACE, GLASS, DISH DET	288.03
LAKE REGION HEALTHCARE CORP	MAY PRE-EMPLOY DRUG SCREEN	37.50
MEDTOX LABORATORIES INC	MAY PRE-EMPLOY DRUG SCREENS	66.80
PUBLIC UTILITIES DEPARTMENT	JUNE PUBLIC UTILITIES	306.19
SUMMIT COMPANIES	FIRE ALARM SYSTEM INSPECTION	312.75
	F U N D T O T A L	2,858.58

Bigwood Event Center

ARAMARK	JUNE LINEN SUPPLY	523.54
BIGWOOD EVENT CENTER FUND	2023 BUDGET TRANSFER-PARTIAL	55,250.00-
BJORN'S HEATING & AIR COND INC	JUNE REPAIR A/C	67.50
VIKING COCA-COLA BOTTLING CO	JUNE BEVERAGES	765.90
GREAT PLAINS NATURAL GAS CO	JUNE NATURAL GAS EXPENSE	47.02
PRECISION CATERING MINNESOTA	06/08-06/09/23 BAR SERVICE	150.00
PRECISION CATERING MINNESOTA	06/08-06/09/23 BEVERAGES	150.00
PRECISION CATERING MINNESOTA	06/08-06/09/23 FOOD	15,175.59
PRECISION CATERING MINNESOTA	06/08-06/09/23 KEG	330.00
PRECISION CATERING MINNESOTA	06/08-06/09/23 LESS 15%	1,248.00-
PRECISION CATERING MINNESOTA	06/08-06/09/23 LESS 15% ALCOHO	735.90-
PRECISION CATERING MINNESOTA	06/08-06/09/23 LESS 15% FOOD	877.70-
PRECISION CATERING MINNESOTA	06/15/23 FOOD	1,470.00
PUBLIC UTILITIES DEPARTMENT	JUNE PUBLIC UTILITIES	502.65
VERIZON WIRELESS	JUNE CELL PHONE EXPENSE	23.29
	F U N D T O T A L	38,906.11-

Tax Abatement - Platte Properties

PLATTE PROPERTIES LLC	2023 TAX ABATEMENT PMT 11	9,000.00
	F U N D T O T A L	9,000.00

Tax Abatement - Fergus Care Center LLC

FERGUS CARE CENTER LLC	2023 TAX ABATEMENT PMT 7	5,048.70
	F U N D T O T A L	5,048.70

Tax Abatement - Northstar Behavioral Health, LLC

NBH FERGUS FALLS LLC	2023 TAX ABATEMENT PMT 5	12,341.08
	F U N D T O T A L	12,341.08

T.I. #IV-7/Kaddatz Hotel

KADDATZ ARTISTS LOFTS LIMITED	SEMI-ANNUAL PAYMENT/INTEREST	2,345.92
	F U N D T O T A L	2,345.92

Capital Improvement

ADMINISTRATOR'S CONTINGENCY FD	RECORD DTRF PHASE 2 EASEMENT	46.00
BOLTON & MENK INC	PROF SERV UNION-MILL & OVERLAY	395.00
CENTRAL SPECIALTIES, INC.	PAY APP NO. 7	4,631.25
DAILY JOURNAL	APRIL 2022 MISC SIDEWALK QUOTE	279.13
DAILY JOURNAL	APRIL 2022 ST & UTIL IMP #2	308.00
DAILY JOURNAL	APRIL 2023 ST & UTIL IMP #1	327.25
DAILY JOURNAL	MAY 2023 ST & UTIL IMP #1	519.75

Capital Improvement

MOORE ENGINEERING INC	PROF SERV. LINCOLN/UNION AVE	11,934.65
MOORE ENGINEERING INC	STANTON AVE RECON.FINAL DESIGN	35,330.00
TAMI'S MAPS	06/14/23 UPDATE ON-ST PARKING	30.00
TERRACON CONSULTANTS INC	GEO TECH ENG SERVICES,DRILLING	10,000.00
CARL J. ZACHMANN	BUTTERFLY KINETIC SCULPTURE	20,000.00
JEFFREY ZACHMAN	BISON KINETIC SCULPTURE DTRF	20,000.00
	F U N D T O T A L	103,801.03

Airport Capital Improvement

SHORT ELLIOTT HENDRICKSON INC	PAVEMENT MAINT.CONST.PHASE	6,060.00
SHORT ELLIOTT HENDRICKSON INC	PROF SERV FUEL SYST.REPL.	8,145.00
	F U N D T O T A L	14,205.00

Liquor Store

THE AMERICAN BOTTLING COMPANY	JUNE/MIX	905.68
ARCTIC GLACIER USA INC	JUNE/FREIGHT #3606317412	15.00
ARCTIC GLACIER USA INC	JUNE/FREIGHT #3609317003	15.00
ARCTIC GLACIER USA INC	JUNE/ICE #3606317412	496.30
ARCTIC GLACIER USA INC	JUNE/ICE #3609317003	476.27
ARTISAN BEER COMPANY	JUNE/BEER	1,761.20
ARTISAN BEER COMPANY	JUNE/MIX	34.60
BELLBOY CORPORATION	JUNE/FREIGHT	64.75
BELLBOY CORPORATION	JUNE/LIQUOR	2,528.75
BELLBOY CORPORATION	JUNE/MISC PURCHASES	616.10
BELLBOY CORPORATION	JUNE/MIX	786.85
BELLBOY CORPORATION	JUNE/WINE	288.00
BEVERAGE WHOLESALERS INC	JUNE/BEER	99,965.70
BEVERAGE WHOLESALERS INC	JUNE/LIQUOR	893.00
BEVERAGE WHOLESALERS INC	JUNE/MIX	1,186.05
BEVERAGE WHOLESALERS INC	JUNE/WINE	312.00
BLUE CLOUD OF BURNSVILLE, MN	JUNE/BEER	3,054.00
BRAUN VENDING INC	JUNE SUPPLIES-WATER	63.00
BREAKTHRU BEVERAGE MINNESOTA	JUNE/BEER	172.00

Liquor Store

BREAKTHRU BEVERAGE MINNESOTA	JUNE/FREIGHT	443.93
BREAKTHRU BEVERAGE MINNESOTA	JUNE/LIQUOR	28,473.72
BREAKTHRU BEVERAGE MINNESOTA	JUNE/MIX	1,316.48
BREAKTHRU BEVERAGE MINNESOTA	JUNE/WINE	457.21
CAYAN	JUNE 2023 MONTHLY SERVICE FEE	160.37
VIKING COCA-COLA BOTTLING CO	JUNE/MIX	1,477.11
COPPER TRAIL BREWING CO	JUNE/BEER	677.70
D-S BEVERAGES, INC.	JUNE/BEER	62,652.20
D-S BEVERAGES, INC.	JUNE/LIQUOR	726.42
D-S BEVERAGES, INC.	JUNE/MIX	1,167.55
D-S BEVERAGES, INC.	JUNE/WINE	67.00
DACOTAH PAPER CO	JUNE SUPPLIES-BAGS	528.56
FERGUS BREWING COMPANY LLC	JUNE/BEER	3,015.00
GREAT PLAINS NATURAL GAS CO	JUNE NATURAL GAS EXPENSE	24.70
HOME DEPOT CREDIT SERVICES	JUNE 8-OUTLET SURGE PROTECTOR	34.98
JOHNSON BROTHERS LIQUOR CO	JUNE/FREIGHT	896.71
JOHNSON BROTHERS LIQUOR CO	JUNE/LIQUOR	22,410.90
JOHNSON BROTHERS LIQUOR CO	JUNE/MIX	351.95
JOHNSON BROTHERS LIQUOR CO	JUNE/WINE	25,018.59
JUNKYARD BREWING COMPANY LLC	JUNE/BEER	1,020.00
VICTOR LUNDEEN COMPANY	JUNE HEAVY DUTY CALCULATOR	128.80
MAVERICK WINE LLC	JUNE/FREIGHT	25.00
MAVERICK WINE LLC	JUNE/LIQUOR	1,525.71
MEDTOX LABORATORIES INC	MAY PRE-EMPLOY DRUG SCREENS	66.80
PAUSTIS WINE COMPANY	JUNE/FREIGHT	32.20
PAUSTIS WINE COMPANY	JUNE/LIQUOR	5,532.00
PAUSTIS WINE COMPANY	JUNE/WINE	108.00
PEPSI BEVERAGE COMPANY	JUNE/MIX	296.70
PHILLIPS WINE & SPIRITS CO	JUNE/FREIGHT	370.96
PHILLIPS WINE & SPIRITS CO	JUNE/LIQUOR	11,845.96
PHILLIPS WINE & SPIRITS CO	JUNE/MIX	458.10
PHILLIPS WINE & SPIRITS CO	JUNE/WINE	4,717.40
PUBLIC UTILITIES DEPARTMENT	JUNE PUBLIC UTILITIES	502.84
SOUTHERN GLAZER'S OF MN	JUNE/FREIGHT	721.80
SOUTHERN GLAZER'S OF MN	JUNE/LIQUOR	46,977.92
SOUTHERN GLAZER'S OF MN	JUNE/MIX	385.50
SOUTHERN GLAZER'S OF MN	JUNE/WINE	3,836.76
VERIZON WIRELESS	JUNE CELL PHONE EXPENSE	128.05
VINOCOPIA INC	JUNE/FREIGHT	43.75
VINOCOPIA INC	JUNE/LIQUOR	1,789.13
VINOCOPIA INC	JUNE/MIX	360.00
VINOCOPIA INC	JUNE/WINE	350.00
	F U N D T O T A L	344,758.71

Refuse Disposal

ALBANY RECYCLING CENTER INC	APR RECYCLE TV,COMP.,MONITORS	2,015.12
WASTE MANAGEMENT	06/01-06/15/23 PRO SERVICES	10,910.60
EQUIPMENT FUND	RECEIPT JULY EQUIPMENT RENT	42,700.75
FASTENAL COMPANY	JUN REFUSE SAFETY VENDING	98.58
MARCO TECHNOLOGIES LLC	02/27-05/27/23 COPIER OVERAGE	13.99
MARCO TECHNOLOGIES LLC	05/27-06/27/23 COPIER RENT	77.06
METRO SALES, INC	05/18-06/17/23 COPIER RENT	16.56
METRO SALES, INC	05/18-06/17/23 COPIER USAGE	12.82
PUBLIC UTILITIES DEPARTMENT	JUNE PUBLIC UTILITIES	1,925.69
SHERWIN WILLIAMS CO	JUN BROWN DUMPSTER PAINT	208.36
SIGELMAN STEEL & SALVAGE CO	JUN 4X8X16 CONTAINER BOTTOM	555.10
SIGELMAN STEEL & SALVAGE CO	JUN 4X8X16GA FLOOR PANELS	514.80
VERIZON WIRELESS	JUNE CELL PHONE EXPENSE	25.94
	F U N D T O T A L	59,075.37

Sewage Treatment

BERGANKDV, LTD	2022 AUDIT EXPENSE	2,801.00
WASTE MANAGEMENT	06/14/23 DISPOSAL	680.99
EQUIPMENT FUND	RECEIPT JULY EQUIPMENT RENT	12,335.41
FASTENAL COMPANY	JUN SEWER SAFETY VENDING	98.58
GRAINGER INC	JUNE V-BELT	72.34
GREAT PLAINS NATURAL GAS CO	JUNE NATURAL GAS EXPENSE	673.03
HAWKINS INC	JUNE CHLORINE	4,409.00
HAWKINS INC	JUNE CYLINDERS	80.00
HAWKINS INC	JUNE SULFUR DIOXIDE	1,680.00
MACQUEEN EQUIPMENT INC	JUN #10 RIP SAW/#8/10 RIP SAW	824.83
MARCO TECHNOLOGIES LLC	02/27-05/27/23 COPIER OVERAGE	14.00
MARCO TECHNOLOGIES LLC	05/27-06/27/23 COPIER RENT	77.07
MAXIMUM HEATING & AIR LLC	JAN CONTROL BOARD	502.58
METRO SALES, INC	05/18-06/17/23 COPIER RENT	16.56
METRO SALES, INC	05/18-06/17/23 COPIER USAGE	12.81
MINNESOTA PUMP WORKS	JUN 6/5 SERVICE CALL TWO RIVER	878.50
MUNICIPAL SERVICE CO INC	JUNE QUOTE 22036-DIGESTER VENT	2,540.00
MUNICIPAL SERVICE CO INC	MAY QUOTE 22319 SLUDGE PUMP	7,300.00
N.D. SEWAGE PUMP & LIFT STAT.	JUN DOOR OPENER STOP (WWTP)	187.72
PUBLIC UTILITIES DEPARTMENT	JUNE PUBLIC UTILITIES	4,370.53
RMB ENVIRONMENTAL LABORATORIES	JUNE ANALYSIS	1,410.48
SPEE*DEE DELIVERY SERVICE INC	JUNE SHIPPING	113.41

Sewage Treatment

VERIZON WIRELESS	JUNE CELL PHONE EXPENSE	117.27
VIKING INDUSTRIAL CENTER	JUNE GASALERTMAX MONITOR	1,139.67
	F U N D T O T A L	42,335.78

Water

ADMINISTRATOR'S CONTINGENCY FD	JUNE UTILITIES REFUND	529.62
BERGANKDV, LTD	2022 AUDIT EXPENSE	3,712.00
CARR'S TREE SERVICE, INC.	JUN HAULED PILES FROM WTP	350.00
COOPERS TECHNOLOGY GROUP	JUNE SUPPLIES-BLACK BINDER	4.73
EQUIPMENT FUND	RECEIPT JULY EQUIPMENT RENT	4,712.58
FASTENAL COMPANY	JUN WATER SAFETY VENDING	98.58
GEO TECH OF MINNESOTA	HYD METER DEPOSIT REC# 229437	260.00
GEO TECH OF MINNESOTA	HYD RENT 105.75/MO 5/2-6/13	141.05-
GEO TECH OF MINNESOTA	15,750 GAL @ \$3.37 PER 1,000	58.57-
GOODIN COMPANY	JUNE BACK FLOW PREVENTORS	85.44
GRAYMONT (WI) LLC	JUNE HIGH CALCIUM QUICKLIME	8,249.24
GREAT PLAINS NATURAL GAS CO	JUNE NATURAL GAS EXPENSE	831.90
HAWKINS INC	JUNE AMMONIA ANHYDROUS	411.60
HAWKINS INC	JUNE AMMONIA EJECTOR KITS	207.55
HAWKINS INC	JUNE CHLORINE	2,214.00
HAWKINS INC	JUNE CYLINDERS	20.00
HAWKINS INC	JUNE FERRIC SULFATE 12% IRON	2,057.77
HAWKINS INC	JUNE RAH-THERMISTOR	76.55
HOME DEPOT CREDIT SERVICES	JUN MISC ORDER FOR WATER PLANT	58.89
HOME DEPOT CREDIT SERVICES	JUN TEMP WATER PARTS (TRAVIS)	405.58
MARCO TECHNOLOGIES LLC	02/27-05/27/23 COPIER OVERAGE	19.07
MARCO TECHNOLOGIES LLC	05/27-06/27/23 COPIER RENT	157.41
METRO SALES, INC	05/08-06/0723 COPIER RENT	63.68
METRO SALES, INC	05/08-06/0723 COPIER USAGE	4.82
METRO SALES, INC	05/18-06/17/23 COPIER RENT	16.55
METRO SALES, INC	05/18-06/17/23 COPIER USAGE	12.81
MIDWEST PRINTING COMPANY	JUNE DOOR HANGERS MAT.INSPECT	85.00
OLSEN CHAIN & CABLE INC	JUN CHAIN HOOK LOCKING PINS	35.54
U.S. POSTMASTER	2023 USPS MARKETING MAIL	290.00
PUBLIC UTILITIES DEPARTMENT	JUNE PUBLIC UTILITIES	180.06
RLS CONSTRUCTION SUPPLY	X-TREME COMBO BLADE	206.66
RMB ENVIRONMENTAL LABORATORIES	JUNE 2ND HALF BACT. MONITORING	170.97
USA BLUEBOOK	JUNE SAMPLE BOTTLES	383.94

Water

USA BLUEBOOK	MAY TOTAL CHLORINE SWIFTEST	306.07
VERIZON WIRELESS	JUNE CELL PHONE EXPENSE	289.42
	F U N D T O T A L	26,308.41

Storm Water

EQUIPMENT FUND	RECEIPT JULY EQUIPMENT RENT	11,236.00
INTERSTATE ENGINEERING INC.	05/15-05/27/23 LAKE ALICE GRIT	1,200.00
MOORE ENGINEERING INC	JUNE PROJ.DEVELOPMENT MS4 SERV	2,285.00
RLS CONSTRUCTION SUPPLY	X-TREME COMBO BLADE	206.65
VERIZON WIRELESS	JUNE CELL PHONE EXPENSE	35.01
	F U N D T O T A L	14,962.66

Equipment

AMERICAN WELDING & GAS, INC	JUN .030 SUPERARC WELD WIRE	16.43
AMERICAN WELDING & GAS, INC	JUN .035 SUPERARC WELDING WIRE	197.56
AMERICAN WELDING & GAS, INC	JUN ARGON/CARBON DIOXIDE/ .035	405.07
AMERICAN WELDING & GAS, INC	JUN 75 ARGON/25 CARBON DIOXIDE	305.29
AMERICAN WELDING & GAS, INC	MAY BULK CYL LEASE DISCOUNT	540.00-
AMERICAN WELDING & GAS, INC	MAY FORKLIFT PROPANE/WIRE BRUS	91.43
AMERICAN WELDING & GAS, INC	MAY 75 ARGON 25 CARBON DIOXIDE	62.52
AUTO VALUE - FERGUS FALLS	JUN A/C COMPRESSOR OIL U-216	11.99
AUTO VALUE - FERGUS FALLS	JUN AIR FILTER UNIT 225	89.36
AUTO VALUE - FERGUS FALLS	JUN AIR FILTER UNIT 3009	28.05
AUTO VALUE - FERGUS FALLS	JUN AIR FILTERS UNIT 227	26.40
AUTO VALUE - FERGUS FALLS	JUN ATC 10 AMP FUSES	59.88
AUTO VALUE - FERGUS FALLS	JUN ATM 10 AMP FUSES	9.95
AUTO VALUE - FERGUS FALLS	JUN ATM 10 BLADE FUSE (STK)	9.95
AUTO VALUE - FERGUS FALLS	JUN BATTERY TERM LUGS/HEAT SHR	30.79
AUTO VALUE - FERGUS FALLS	JUN BILL IN ERROR BRAKE PADS	71.99
AUTO VALUE - FERGUS FALLS	JUN BRAKE CLEAN (SHOP)	53.88
AUTO VALUE - FERGUS FALLS	JUN CREDIT BILLING ERROR	71.99-
AUTO VALUE - FERGUS FALLS	JUN GREEN 50/50 COOLANT U-280	25.98
AUTO VALUE - FERGUS FALLS	JUN HEADLAMP WIRE HARNESS STK	20.72

Equipment

AUTO VALUE - FERGUS FALLS	JUN HYD FITTING UNIT 279	33.89
AUTO VALUE - FERGUS FALLS	JUN HYD FITTINGS UNIT 279	64.67
AUTO VALUE - FERGUS FALLS	JUN MICRO ATR-10 FUSES (STK)	14.95
AUTO VALUE - FERGUS FALLS	JUN M2T MEGAFLEX BULK HYD HOSE	299.88
AUTO VALUE - FERGUS FALLS	JUN OIL FILTER UNIT 60	4.41
AUTO VALUE - FERGUS FALLS	JUN STOCK AIR FILTER	52.48
AUTO VALUE - FERGUS FALLS	JUN STOCK AIR FILTERS	115.28
AUTO VALUE - FERGUS FALLS	JUN STOCK CABIN AIR FILTERS	26.26
AUTO VALUE - FERGUS FALLS	JUN STOCK FILTER ORDER	63.63
AUTO VALUE - FERGUS FALLS	JUN STOCK OIL FILTERS	13.23
AUTO VALUE - FERGUS FALLS	JUN STOCK PARTS ORDER	69.94
AUTO VALUE - FERGUS FALLS	JUN WHEEL WEIGHTS/ATM10 FUSES	30.57
AUTO VALUE - FERGUS FALLS	JUN 10 AMP PLUG IN CIRCUIT	19.98
AUTO VALUE - FERGUS FALLS	JUN 11" WIRE TIES (PARK DEPT)	12.99
AUTO VALUE - FERGUS FALLS	MAY SPRAY BOTTLE (SHOP)	12.48
BERGANKDV, LTD	2022 AUDIT EXPENSE	3,712.00
BERTS TRUCK EQUIPMENT OF MHD	JUN TAILGATE LATCH UNIT 79	26.54
DSI AUTOMOTIVE PRODUCTS	JUN 55 GALLON TRIPLE 7 CLEANER	658.90
EQUIPMENT FUND	RECEIPT JULY EQUIPMENT RENT	185,142.64-
FARGO FREIGHTLINER	JUN CHASSIS CONTROL MODULE 266	651.64
FARGO FREIGHTLINER	JUN LED MARKER LAMP UNIT 266	48.78
JOHN DEERE FINANCIAL	JUN FUEL CAP UNIT 953	29.95
JOHN DEERE FINANCIAL	JUN FUEL CAP/SPRING WASHERS	24.69
JOHN DEERE FINANCIAL	JUN LINKS/SPINDLE (STOCK)	403.18
JOHN DEERE FINANCIAL	JUN SHOCK/TUBE UNIT 953	470.93
JOHN DEERE FINANCIAL	JUN WASHERS/BUSHINGS UNIT 618	71.00
FASTENAL COMPANY	JUN EYE BOLTS IN SHOP	5.60
FASTENAL COMPANY	JUN SHOP SUPPLY ORDER	113.42
FASTENAL COMPANY	JUN SHOP SUPPLY VENDING	85.45
FERGUS HOME & HARDWARE	JUN 25' TAPE MEASURES	34.98
NAPA AUTO PARTS - FERGUS FALLS	JUN FCB-20 CIRCUIT BREAKER	5.99
INTERSTATE BATTERY SYSTEM	JUN CREDIT BATTERY RETURNED	130.95-
INTERSTATE BATTERY SYSTEM	JUN STOCK BATTERY ORDER	538.80
LAKEWAY EXPRESS LLC	JUN NON-OXYGENATED FUEL (PARK)	89.21
LAKEWAY EXPRESS LLC	JUN NON-OXYGENATED FUEL DELAGO	80.15
MTI DISTRIBUTING INC	JUN COOLANT RESERVOIR CAP U954	32.54
MTI DISTRIBUTING INC	JUN PARTS ORDER UNIT 954	259.06
MARCO TECHNOLOGIES LLC	02/27-05/27/23 COPIER Overage	1.62
MARCO TECHNOLOGIES LLC	05/27-06/27/23 COPIER RENT	77.32
NELSON AUTO CENTER	JUN CV-SHAFT UNT 2094	133.12
NELSON AUTO CENTER	JUN DOOR SCUFF PLATE UNIT 46	54.39
NELSON AUTO CENTER	JUNE #2081 A/C REPAIR	480.18
NORTHWEST TIRE INC	NEW TIRES 2098	670.40

Equipment

NORTHWEST TIRE INC	2094 TIRES	670.40
OLSON OIL COMPANY INC	JUN RED #2 DIESEL FUEL	19,733.09
OLSON OIL COMPANY INC	JUN UNLEADED FUEL CITY SHOP	24,862.52
OLSON OIL COMPANY INC	JUNE CREDIT MOTOR FUEL	89.19-
OLYMPIC SALES INC	JUN BODY CONTROLLER UP GRADE	1,519.29
OLYMPIC SALES INC	JUN CAB CONTROLLER UNIT 226	565.79
PAUL'S SMALL ENGINE LLC	JUN CRANK GSKT/SEAL U-1190	63.18
POMP'S TIRE SERVICE INC	JUN 255/70R22.5 / 315/80R22.5	1,000.53
PUBLIC UTILITIES DEPARTMENT	JUNE PUBLIC UTILITIES	644.36
SIGELMAN STEEL & SALVAGE CO	JUN 1/4" PLATE UNIT 493	15.00
SIGELMAN STEEL & SALVAGE CO	JUN 1/4"X10" PLATE UNIT 493	40.12
SUMMIT COMPANIES	INSPECT/PARKS,VEHICLE,EQUIPMEN	2,063.15
SWANSTON EQUIPMENT CO	JUN GUTTER BROOM MOTOR U-239	1,477.14
SWANSTON EQUIPMENT CO	JUN PUB MANIFOLD UNIT 239	717.99
SWANSTON EQUIPMENT CO	JUN 18A FUSE/HOLDER U-484	63.89
VERIZON WIRELESS	JUNE CELL PHONE EXPENSE	82.22
WALLWORK TRUCK CENTER F.F.	JUN #10 AIR HOSE/FITTINGS U228	161.08
WALLWORK TRUCK CENTER F.F.	JUN STOCK FUEL FILTERS	345.78
WALLWORK TRUCK CENTER F.F.	JUN 3/4" AIR LINE TUBING E-2	26.80
ZIEGLER INC.	JUN COOLANT HOSE UNIT 280	149.45
ZIEGLER INC.	JUN FUEL FILTER/CONNECTOR U279	187.72
ZIEGLER INC.	JUN ROLLER SCRAPERS UNIT 476	111.66
	F U N D T O T A L	120,361.89-

Employees Insurance

SUN LIFE FINANCIAL	JULY LIFE INSURANCE	3,095.80
	F U N D T O T A L	3,095.80

Flexible Benefit Agency

WEX	2023 FLEX PLAN REIMB	1,268.68
	F U N D T O T A L	1,268.68

PEG Access

BERGANKDV, LTD	2022 AUDIT EXPENSE	1,925.00
BCBS OF MN & BLUE PLUS	AUGUST HEALTH INSURANCE	491.38
BCBS OF MN & BLUE PLUS	JULY HEALTH INSURANCE	491.38
BCBS OF MN & BLUE PLUS	SEPTEMBER HEALTH INSURANCE	491.38
CINCINNATI INSURANCE COMPANY	2023 COMMERCIAL PKG INSTALLMEN	386.00
CINCINNATI INSURANCE COMPANY	2023 WORKERS' COMP INSTALLMENT	107.00
	F U N D T O T A L	3,892.14

Fergus Falls Convention and Visitor's Bureau, Inc.

ADMINISTRATOR'S CONTINGENCY FD	MS TRAM CAMPING PERMIT	400.00
ADVENTURE CYCLING ASSOCIATION	JUNE WEB AD-ADVENTURE CYCLIST	520.00
AMP INSURANCE	RENEW PD&O COVERAGE	1,255.00
BERGANKDV, LTD	2022 AUDIT EXPENSE	1,925.00
GREENSPRING MEDIA GROUP	05/19-08/11/23 MNMO.COM	800.00
GREENSPRING MEDIA GROUP	2023 WEEKEND ESCAPES	1,545.00
HOSPITALITY MINNESOTA	06/01/23-05/31/24 DUES	345.00
	F U N D T O T A L	6,790.00

T O T A L A L L F U N D S	1,263,495.83
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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 03 DAY OF JULY 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

7/03/2023

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

4M FUND	60.56
A-1 LOCK & KEY LLC	910.00
ARC DOCUMENT SOLUTIONS LLC	217.19
ADMINISTRATOR'S CONTINGENCY FD	2,057.69
ADVENTURE CYCLING ASSOCIATION	520.00
ALBANY RECYCLING CENTER INC	2,015.12
AMP INSURANCE	1,255.00
ALPHA TRAINING & TACTICS LLC	27.50
THE AMERICAN BOTTLING COMPANY	905.68
ARAMARK UNIFORM SERVICES	35.19
ARAMARK	560.00
AMERICAN WELDING & GAS, INC	538.30
SEAN ANDERSON	436.08
ARCTIC GLACIER USA INC	1,002.57
ARTISAN BEER COMPANY	1,795.80
ASPEN MILLS INC	65.86
AUTO VALUE - FERGUS FALLS	1,380.61
AVESIS THIRD PARTY ADMIN INC	30.14
BAKER & TAYLOR INC	1,749.12
BELLBOY CORPORATION	4,284.45
BERGANKDV, LTD	14,075.00
BERTS TRUCK EQUIPMENT OF MHD	26.54
BEVERAGE WHOLESALERS INC	102,356.75
BJORN'S HEATING & AIR COND INC	67.50
BCBS OF MN & BLUE PLUS	1,474.14
BLUE CLOUD OF BURNSVILLE, MN	3,054.00
BOLTON & MENK INC	395.00
JEAN O. BOWMAN	273.80
BRAUN VENDING INC	63.00
BREAKTHRU BEVERAGE MINNESOTA	30,863.34
ANDREW BREMSETH	273.80
CARR'S TREE SERVICE, INC.	350.00
CAYAN	160.37
A CENTER FOR THE ARTS	1,875.00
CENTRAL SPECIALTIES, INC.	4,631.25
CHARTER COMMUNICATIONS	182.95
CINCINNATI INSURANCE COMPANY	493.00
CLIMATE CONTROL INC	300.00
VIKING COCA-COLA BOTTLING CO	3,233.41
COMMONWEALTH HERITAGE GROUP	5,435.91
COMSTOCK CONSTRUCTION INC	3,183.00
COOPERS TECHNOLOGY GROUP	111.88
COPPER TRAIL BREWING CO	677.70
COSSETTE ELECTRIC LLC	268.06
D-S BEVERAGES, INC.	64,613.17
DSI AUTOMOTIVE PRODUCTS	658.90
DACOTAH PAPER CO	1,883.98

7/03/2023

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

DAILY JOURNAL	3,084.30
WASTE MANAGEMENT	11,591.59
FARGO FREIGHTLINER	700.42
JOHN DEERE FINANCIAL	999.75
FASTENAL COMPANY	976.82
FERGUS BREWING COMPANY LLC	3,015.00
FERGUS CARE CENTER LLC	5,048.70
FERGUS POWER PUMP, INC.	9,770.24
F. F. AREA FAMILY YMCA	8,333.33
FERGUS FALLS VOLLEYBALL	7,429.50
FERGUS HOME & HARDWARE	34.98
NAPA AUTO PARTS - FERGUS FALLS	5.99
GEO TECH OF MINNESOTA	45.65
GOODIN COMPANY	228.18
GRAINGER INC	72.34
GRAYMONT (WI) LLC	8,249.24
GREAT PLAINS FIRE	5,979.00
GREAT PLAINS NATURAL GAS CO	2,528.99
GREENSPRING MEDIA GROUP	2,345.00
HAWKINS INC	11,156.47
HOME DEPOT CREDIT SERVICES	914.03
HOSPITALITY MINNESOTA	345.00
JONAH HOVE	500.00
INTERSTATE BATTERY SYSTEM	407.85
INTERSTATE ENGINEERING INC.	1,200.00
JOHNSON BROTHERS LIQUOR CO	48,678.15
JUNKYARD BREWING COMPANY LLC	1,020.00
KADDATZ ARTISTS LOFTS LIMITED	2,345.92
KNUTSON LAWN SERVICE	1,160.00
LAKE REGION HEALTHCARE CORP	1,317.50
LAKEWAY EXPRESS LLC	169.36
LOCATORS & SUPPLIES INC	94.93
VICTOR LUNDEEN COMPANY	1,118.80
MTI DISTRIBUTING INC	291.60
MACQUEEN EQUIPMENT INC	824.83
MARCO TECHNOLOGIES LLC	1,223.44
MASTER'S MARTIAL ARTS ACADEMY	648.00
MAVERICK WINE LLC	1,550.71
MAXIMUM HEATING & AIR LLC	502.58
MEDTOX LABORATORIES INC	1,068.80
METRO SALES, INC	344.85
MIDWEST PRINTING COMPANY	85.00
MN FIRE SVC CERTIFICATION	504.00
MINNESOTA PUMP WORKS	878.50
MOORE ENGINEERING INC	49,549.65
MUNICIPAL SERVICE CO INC	9,840.00
NBH FERGUS FALLS LLC	12,341.08

7/03/2023

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

NELSON AUTO CENTER	667.69
NICE THREADS CUSTOM EMBROIDER	1,168.00
N.D. SEWAGE PUMP & LIFT STAT.	187.72
NORTHWEST TIRE INC	1,340.80
NYCKLEMOE & ELLIG, P.A.	7,245.83
OLSEN CHAIN & CABLE INC	35.54
OLSON OIL COMPANY INC	44,506.42
OLYMPIC SALES INC	2,085.08
OTTER TAIL CO. HISTORICAL SOC.	2,875.00
OTTER TAIL TELCOM	440.00
OTTER TRACK & FIELD	3,600.00
OVERHEAD DOOR CO	197.50
PAUSTIS WINE COMPANY	5,672.20
PAUL'S SMALL ENGINE LLC	63.18
PEPSI BEVERAGE COMPANY	296.70
PHILLIPS WINE & SPIRITS CO	17,392.42
PLATTE PROPERTIES LLC	9,000.00
POLICE DEPT CONTINGENCY FUND	687.09
POLICE DEPT PETTY CASH	13.99
POMP'S TIRE SERVICE INC	1,000.53
U.S. POSTMASTER	290.00
PRECISION CATERING MINNESOTA	14,413.99
PRODUCTIVE ALTERNATIVES INC.	12,500.00
PUBLIC UTILITIES DEPARTMENT	13,449.37
RLS CONSTRUCTION SUPPLY	619.97
RMB ENVIRONMENTAL LABORATORIES	1,581.45
RED DOT PEST CONTROL	80.00
REDSTONE TECHNOLOGIES INC	336.84
JESSE SCHNEEBERGER	1,332.00
SHERWIN WILLIAMS CO	129.86
SHORT ELLIOTT HENDRICKSON INC	14,205.00
SIGELMAN STEEL & SALVAGE CO	1,125.02
SOUTHERN GLAZER'S OF MN	51,921.98
SPEE*DEE DELIVERY SERVICE INC	113.41
STENERSON BROTHERS LUMBER CO	18.65
STREICHER'S INC	870.00
SUMMIT COMPANIES	2,786.90
SUN LIFE FINANCIAL	3,095.80
SWANSTON EQUIPMENT CO	2,901.48
KEVIN J SWENSON	4,977.00
TAMI'S MAPS	30.00
TERRACON CONSULTANTS INC	10,000.00
UGSTAD PLUMBING INC	215.00
USABLE LIFE	79.20
USA BLUEBOOK	690.01
VERIZON WIRELESS	1,927.04
VIKING INDUSTRIAL CENTER	1,139.67

7/03/2023

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

VINOCOPIA INC	2,542.88
WALLWORK TRUCK CENTER F.F.	533.66
WADENA ASPHALT INC	4,680.00
WELLS FARGO - INVESTMENTS	474,201.46
WEX	1,268.68
WHITEWATER RESCUE INTITUTE	11,506.61
WORKSRIGHT SOFTWARE, INC.	7,660.00
CARL J. ZACHMANN	20,000.00
JEFFREY ZACHMAN	20,000.00

TOTAL OTHER GOVERNMENT 60.56

TOTAL OTHER VENDORS 1,263,435.27

TOTAL ALL VENDORS 1,263,495.83