



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

Invocation  
Pledge of Allegiance

- A. Call to Order
- B. Roll Call
- C. Approval of the Agenda
- D. Public Hearings
- E. Awarding of Bids
- F. Petitions, Communications and Open Forum
  - 1. Rotary splash pad donation presentation
  - 2. Resolution acknowledging the retirement and 43 years of service to the Fergus Falls Fire Department from Tony Neville
- G. Consent Agenda
  - 1. Motion approving the minutes from the November 6, 2023 City Council meeting and the November 15, 2023 Committee of the Whole meeting
  - 2. Motion approving licenses
  - 3. Resolution authorizing the Mayor and City Administrator to sign an ingress/egress easement for 3809 Pebble Shores Drive
  - 4. Resolution providing support for the Local Road Improvement Program grant application and authorize the grant's submission to MnDOT
  - 5. Resolution certifying delinquent special assessments
  - 6. Resolution certifying delinquent miscellaneous invoices
  - 7. Resolution approving delinquent utility accounts
- H. Ordinance and Resolutions
  - 1. Second reading of Ordinance 44, Eighth Series, Franchise Agreement with Otter Tail Power Company
  - 2. Second reading of Ordinance 45, Eighth Series, Franchise Agreement with Great Plains Natural Gas
  - 3. Second reading of Ordinance 46, Eighth Series, Franchise Agreement with Lake Region Electric Cooperative
  - 4. Resolution approving Community Arena User Agreement, Exhibit A
- I. Presentation of Claims \$3,523,646.69
- J. Board, Committee and Department Reports

- K. Reports from Staff and Administrative Officers
- L. Old Business/Unfinished Business
- M. New Business
- N. Miscellaneous Announcements
  - November 23 All city offices and facilities closed for observance of Thanksgiving
  - November 24 Most city offices and facilities closed for observance of Thanksgiving
  - November 29 Committee of the Whole Meeting 7:00 am
  - December 4 City Council Meeting 5:30 pm.  
2024 Budget and Levy Presentation 6:00 pm (or later)
- O. Adjournment

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

RESOLUTION #\_\_-2023  
RETIREMENT OF TONY NEVILLE  
FERGUS FALLS FIRE DEPARTMENT

WHEREAS, Tony Neville submitted his intent to retire from the Fergus Falls Fire Department effective October 13, 2023 and,

WHEREAS, Tony began his service as a fire fighter to the City of Fergus Falls and the surrounding area on October 13, 1980 and,

WHEREAS, Tony has held numerous roles in the Fergus Falls Fire Department including Fire Fighter, Driver/Operator, Captain, Deputy Chief, Assistant Chief, Fire Fighter Association Secretary, and Fire Relief Association President and,

WHEREAS, Tony's dedication to serve others at a moments notice, his experiences and calm demeanor provided an atmosphere of trust amongst Fire Department members and those he responded to,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Fergus Falls, Minnesota, to accept Tony Neville's resignation from the Fergus Falls Fire Department and thank him for his 43 years of steadfast and dedicated service to the City of Fergus Falls and surrounding areas.

The above and foregoing resolution was offered at a regular meeting of the City Council held on November 20, 2023 by Council Member \_\_\_\_, who moved its adoption, was seconded by Council Member \_\_ and adopted by the following vote:

AYES:

NAYES:

Whereupon the above resolution was duly adopted.

ATTEST:

ADOPTED:

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

\_\_\_\_\_  
Mayor

City Council Minutes  
November 6, 2023

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

**Approval of the Agenda**

A motion and second were made by Hicks and Fish to approve tonight's agenda with the addition of a discussion on the latest utility bill flyer and the expiring Pebble Lake Golf Course agreement and the motion carried.

**Open Forum**

Mark Leighton requested a culvert on Water Plant Road be repaired.

**Consent Agenda**

The following items were approved under **Resolution #190-2023** by Rufer: Motion approving the minutes from the October 16, 2023, City Council meeting and the November 1, 2023, Committee of the Whole meeting. Motion approving the following licenses for 2023: Mechanical Schmitty's Plumbing, Heating & Sheetmetal, Inc., JS Service Inc., John Suko Sheet Metal; Paving Contractor/Sidewalk Taves Construction/Driveway Service; Mobile Food Vendor Permit For Crepes Sake and the following 2024 licenses: Sign Hanger Indigo Signworks; Paving Contractor/Sidewalk Mark Lee Asphalt, Ferguson Asphalt Paving; Excavator Mark Lee Excavating; Mechanical Bjorn's Heating & A/C, A & E Plumbing and Heating, BDT Mechanical, Coolsys Light Commercial Solutions, Green's Plumbing Modern Heating, Ugstad's Plumbing, John's Heating & A/C; Metal Recycling Northern Metal Recycling; Demo/Hauler of Building Waste Rachel Contracting, Tom Kraemer Inc., Big Red Boxes, LLC, Dakota Rolloff Services, LLC; Full Liquor License American Legion Post 30, Midday Meal Prep (Toast & Union Ave Bar & Eatery), Bon Vivant (dba Steel Wheels); 3.2% Malt Liquor License Little Chief Outpost; Minnesota Lawful Gambling Permit Fergus Falls Sertoma for raffle on February 4 at the Eagles Club. **Resolution #191-2023** authorizing signatures on the updated Joint Cooperative Agreement (Fire Department) for the use of emergency operations personnel and equipment with the City of Detroit Lakes. **Resolution #192-2023** accepting a \$1,000 donation from the Fergus Falls VFW Post 612 for Fire Department equipment purchases. **Resolution #193-2023** adopting a records retention schedule. **Resolution #194-2023** approving budget adjustments. **Resolution #195-2023** authorizing the purchase of radios for the Police Department. **Resolution #196-2023** approving the Conflict of Interest, Copyright, Fines and Fees, Record Retention and Minnesota Reciprocal Borrowing Policies for the Fergus Falls Public Library. **Resolution #197-2023** authorizing the execution of the partial release of a Permanent Utility Easement at 1010 N Frontier Drive. The resolution was seconded by Thompson and was adopted.

**Ordinances and Resolutions**

On tonight's agenda was the first reading of six ordinances related to franchise fees and franchise agreements. Last week the city mailed a flyer with the utility bills inaccurately stating the council was proceeding with the implementation of a franchise fee. Since the error was discovered, the city made numerous attempts to clarify the statement and the Mayor took full responsibility for the error. The city has been considering these fees over the past few years, but no decisions have been made yet.

Since there is no predetermined outcome or timeframe, Mayor Schierer suggested delaying action on franchise fees tonight. A motion and second were made by Rachels and Job to postpone any action on franchise agreements and franchise fees tonight.

Hicks spoke about the insert flyer and offered a motion requesting the Personnel Committee to review how the error was made, to hold someone accountable, how to prevent future errors and to report back to the council. Kremeier felt it was a conscious effort to imply the council would be implementing franchise fees despite public opposition and seconded the motion. Rufer felt the error was unfortunate, but not intentional. Rachels agreed it was a human error and there was no conspiracy involved in sending out this message. Hicks offered a suggestion to step in the fees beginning at 3% and progressing to 4% then 5% and forming a committee of two council members, engineering staff and a third party to determine what roads would be addressed with the funds generated by the franchise fees. The council should review the plan in 5 years to measure its effectiveness. He spoke about available matching fund programs offered by the state and federal government and how the city can leverage more of their local appropriations. Kvamme felt the city could better position themselves for these funds if they have defined projects. He asked staff to provide the Capital Improvement Projects, which streets are planned for improvements, and in what order.

The City Attorney reviewed the differences between the franchise agreements and the franchise fees. A franchise agreement is an agreement with an entity that uses the city's right of way to run its private utility to customers. It outlines the rules and regulations the private utility entities must abide by and the agreement requires the public utility to indemnify and hold the city and its residents harmless from liability involving the private utility's use of the right of way. The city has such agreements with Otter Tail Power Company, Great Plains Natural Gas and Lake Region Electric Cooperative. The agreements would span a 20-year period and if they are not renewed immediately, the city's previous agreement with each of these private utilities would continue to operate in the same manner. A franchise fee would require these entities to pay for their use in the city's rights of way and they can pass those fees on to their customers. The city can have agreements without a fee but cannot have a fee without the agreements. Rachels and Job amended their motion to postpone action on franchise fees tonight and to proceed with the first readings of the three franchise agreements. Mayor Schierer invited members of the public to comment.

- John Strauch, 519 W Vasa wanted someone to be held responsible for the utility flyer error, expressed his opposition to the council considering additional taxes, staff members that do not live in the city limits, special assessments and felt the city should cut the budget by \$1.3 million.
- Pat Lundberg, Outstate Brewing spoke about their struggles to operate a profitable business, past government mandates, rising energy costs, and he did not feel the money generated by the franchise fees would be sufficient to address the street improvement projects and asked the council to trim their budget and reduce taxes.
- Ken Heide felt the error on the utility flyer fees should have been caught, encouraged the council to lead and not follow other cities, felt the city should take more care of their residents by cutting unnecessary programs, expenses and taxes.
- Laurie Mullen, 2840 Lakewood Drive was concerned the businesses would pass the additional tax onto their customers and advocated cutting the budget beginning with the housing tax abatement program.

- Duane Cookman said there were errors in both the utility flyer and on the special assessment notice for Stanton Avenue, his feeling the city is not working for their residents, the proposed new school and commented on the town hall meetings.
- Mark Leighton does not believe the utility insert flyer was an error, but was conspired by the council, was concerned the fees would be passed on to consumers from businesses, listed projects he feels are unnecessary and budget cuts.
- Bob Noah felt the council should be attending town hall meetings and said the council is adversarial with the residents.

Kremeier thanked the speakers and encouraged the council to listen to their input. Rufer also thanked those who spoke and explained it is a daunting task to cut the budget and not impact services to the community. He hears concerns about the condition of the streets and people need to realize the projects require funding which is what franchise fees would accomplish in a fair and equitable manner. He felt the claims the city spends unwisely were untruthful and the city's financial statement is readily available to view and was highly resentful of Mr. Leighton's allegations the council was scheming to give residents misinformation. The vote on the motion postponing action on franchise fees tonight and proceeding with the first readings of the three franchise agreements carried with no opposition. The vote on the motion requesting the Personnel Committee review the utility flyer error, to hold someone accountable, prevent future errors and report their findings back to the council carried with no opposition.

#### **Ordinance 44, Eighth Series**

Ordinance 44, Eighth Series, Franchise Agreement with Otter Tail Power Company was introduced by Fish and was declared to have its first reading.

#### **Ordinance 45, Eighth Series**

Ordinance 45, Eighth Series, Franchise Agreement with Great Plains Natural Gas was introduced by Rachels and was declared to have its first reading.

#### **Ordinance 46, Eighth Series**

Ordinance 46, Eighth Series, Franchise Agreement with Lake Region Electric Cooperative was introduced by Hicks and was declared to have its first reading.

#### **Ordinance 51, Eighth Series**

Ordinance 51, Eighth Series, Extending THC Moratorium Extension was adopted by a roll call vote.

#### **Resolution of Accounts**

After clarifying a claim, Fish offered a resolution authorizing the payments and claims in the amount of \$2,573,763.23, which was seconded by Rufer and was adopted.

#### **New Business**

The city's lease with the Pebble Lake Golf Course will expire at the end of the year. Rachels felt the current management was doing a good job with their operations but suggested an RFP process to allow others to submit a proposal. The current lease with Palmer's restaurant will remain in place. A motion and second were made by Rachels and Hicks directing staff to send out an RFP for golf course operations and the motion carried.

### **Community Energy Transition Grant**

DEED recently announced a Community Energy Transition Grant to provide funding to communities affected by the closure of local electrical generating plants. The city would have the ability to apply for a maximum of \$1 million without providing matching funds. Grant applications are due by November 15, 2023, and the funds must be used to either assist workers at the plant find new employment, increase the community's property tax base or develop alternative economic development strategies to attract new employers to the community. Suggested projects include a comprehensive plan, extending the utilities to the Norgren property, workforce housing, an airport hangar, or Industrial Park improvements. Mayor Schierer spoke about the need for workforce housing and said these funds can be stacked with other funding sources. Kvamme was concerned with the tight time frame and suggested the utility extension to the Norgren property as the property has already been platted. Hicks suggested housing on Damika Drive. Rachels agreed more workforce housing is necessary to attract employees and said he was aware of a developer interested in taking on a large housing project. A motion and second were made by Fish and Rachels to adjourn the council to a closed meeting to discuss a possible real estate transaction as allowed by Minnesota Statute Section 13d.05. The open session adjourned at 7:03 pm. The council reconvened to an open session at 7:23 pm. Fish offered **Resolution #198-2023** authorizing the submission of a Community Transition Energy Grant for workforce housing and directing staff to negotiate on the property, which was seconded by Rachels and was adopted.

The meeting adjourned at 7:24 pm

*Lynne Olson*

Committee of the Whole Meeting  
November 15, 2023

The Fergus Falls City Council met as a Committee of the Whole on November 15, 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: Fish, Job, Kvamme, Rufer, Kremeier, Thompson, Rachels and Hicks.

**Driveway Easement**

The original driveway for the home located at 3809 Pebble Shores Drive had to be abandoned and moved due to high water issues after the home was built. The new driveway crosses city property which creates the need for an ingress/egress easement agreement. A motion and second were made by Fish and Hicks to recommend the council authorize the Mayor and City Administrator to execute the easement agreement and the motion carried.

**Community Energy Transition Grant**

On November 6, 2023, the City Council authorized submitting a Community Energy Transition Grant focused on workforce housing. One component of the grant is holding a public meeting allowing public input about the project, grant application, proposed use of the grant funds and how it relates to the community's transition planning. The city's grant application is acquiring the former lumber site or "Checkers building" for workforce housing. The city would then partner with a developer to create multi-family housing opportunities on this site. The Letter of Intent with the property owner was signed on November 14. This letter, along with a Purchase Agreement outlines the standards of the owner to clean up the property so that when the city takes ownership, it meets all requirements. Large local employers have indicated their desire to add to their workforce and providing housing for the new workers is their biggest challenge, especially in a price range that is affordable to young working families. This proposed housing project would not only address these workforce challenges, but the construction would add immediate tax base growth to help offset the loss of the power plant closure. A proposed housing project was identified and adopted in both the Downtown Riverfront Master Plan and Strategic Plan. Letters of support from local employers including Vector Windows, Otter Tail County, Lake Region Healthcare, the Fergus Falls School District, Greater Fergus Falls, the Fergus Falls HRA, Fergus Falls Chamber of Commerce, Green Plains Ethanol Plant and Pioneer Care have been secured. The public comment period was opened.

Jeff Ackerson, President, and CEO of Vector Windows said their business relies on attracting workers and there is a shortage of housing options within the City of Fergus Falls. Workers often go to other communities within the county where housing options are more readily available. The proposed housing complexes would add to our local tax base, and he wanted to express not only his written, but his verbal support for the project.

Kvamme asked if the city had any matching fund obligations for this grant. City Administrator Andrew Bremseth said applications with matching funds may receive higher consideration for the funds, but this project has been a part of the city's planning process for several years and there have been considerable investments made to support this project and redevelopment along the river. If the city were unsuccessful in obtaining the grant this year, there will be another grant cycle in 2024.



### **Local Road Improvement Program Grant**

On January 17, 2023, the city entered into an agreement with Otter Tail County to construct a roundabout at the intersection of Fir and Friberg Avenue. Currently the city plans to use their municipal state aid funds to pay for their portion of the project. MnDOT has a Local Roads Improvement Program Grant (LRIP) which can offset a portion of the city's share of the actual capital construction costs. If the city were successful in obtaining the LRIP funds, the municipal state aid funds could be used for other local street improvements. A motion and second were made by Rufer and Rachels to recommend the council provide a resolution of support for the Local Road Improvement Program grant and authorizing the submission of the grant application to MnDOT and the motion carried.

The meeting adjourned at 7:15 am

*Lynne Olson*

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

### **2023 Licenses**

Fireworks Display Permit

Over the River Festival on December 2 at George Wright Park

### **2024 Licenses**

Excavator

Earl Strande Excavating  
Ripley's Inc.

Demo/Hauler of Building Waste

Earl Strande Excavating

Sign Hanger

Newman Signs

Mechanical

St. Cloud Refrigeration/SCR

Tobacco

Fleet Farm Group



# Council Action Recommendation

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Page 1 of 1

**Meeting Date:**

11/15/23 Committee, 11/20/23 City Council

**Subject:**

Driveway (Ingress/Egress) Easement for 3809 Pebble Shores Drive

**Recommendation:**

Resolution authorizing the Mayor and City Administrator to execute the easement agreement

**Background/Key Points:**

The home located at 3809 Pebble Shores Drive has been using the existing driveway for many years, which happens to cross over City property. The original driveway had to be abandoned and moved, as water levels in the area rose significantly after the home was built, making the original driveway completely unusable and impassable.

Staff noticed that there was not an easement executed at the time the current driveway was built many years ago and feel it makes sense to execute an easement now that it has been discovered.

The easement simply allows for the use of the existing driveway to continue (ingress/egress) and states that it is the responsibility of the homeowner to continue to maintain it by keeping it mowed, free of debris and in charge of snow removal.

If acceptable to the Council, the Mayor and City Administrator can execute the agreement and it can be recorded.

**Budgetary Impact:**

N/A

**Originating Department:**

Administration

**Respectfully Submitted:**

Andrew Bremseth, City Administrator

**Attachments:**

Easement Agreement and survey



# Thomas Wolfe - Parcel A - Ingress / Egress Easement



PEBBLE SHORES DR

City of Fergus Falls  
Parcel Number 71001500089003  
Parcel A Legal Description  
14229.06 Sq. Ft. or 0.32 Acres

Point of Beginning



65.53'

222.00'

70.39'

205.93'

**Legend**

-  Parcel A - Ingress/Egress Easement
-  Municipal Boundary

SCALE: 1" = 100.00'  
6/23/23



## **APPURTENANT EASEMENT AGREEMENT (driveway)**

**FOR VALUABLE CONSIDERATION, the CITY OF FERGUS FALLS**, a municipal corporation organized and existing under the laws of the State of Minnesota, Grantor, hereby grants and conveys to Thomas Wolfe and Lisa Wolfe, and their successors and assigns, Grantees, a 16.00 foot wide easement for driveway purposes, ingress and egress, in, over, and upon, real property in Otter Tail County, Minnesota, described on the attached Exhibit A (Certificate of Survey dated November 17, 1990, filed April 7, 2006, and recorded in the Office of the County Recorder, Otter Tail County, as Document #995606) as follows:

Exhibit A, Parcel A.

Appurtenant to and for the benefit of real property in Otter Tail County, Minnesota, owned by Grantees and described as follows:

Exhibit A, Parcel B.

This easement is granted and shall continue under the following conditions which shall be binding upon the Grantees and their successors and assigns (hereinafter "Grantee"):

1. Written Consent for Improvements: There currently is an existing driveway that Grantee uses over and across Parcel A. Grantee is granted the continuing right to use said driveway, and Grantee agrees they shall make no improvements to the driveway or the easement area without the express written consent of the City Administrator for the City of Fergus Falls or its assigns (hereinafter "Grantors"). Grantors may condition any consent given upon the payment by Grantee of all (100%) costs and expenses associated with any such improvement.

2. Improvements: Grantees agree to keep the driveway and easement area free of debris and mowed and maintained. Grantees agree to provide its own snow removal over the driveway located in the easement area. Grantors reserve and retain the absolute right and sole discretion to determine what, if any maintenance and improvements are necessary or desirable for the driveway and the easement area, and the absolute right to make such improvements and

complete such maintenance to the driveway and easement area, including the right to remove alterations or improvements that are not approved by the Grantor, in Grantor's sole discretion, and as may be required as per specifications of the City Code of Fergus Falls, Minnesota, in which case the Grantees shall reimburse Grantors for all (100%) of the expenses incurred by Grantors for all improvements to and maintenance of the driveway and easement area described above within 30 days of receipt of an invoice for said repairs and improvements. Grantees agree all reimbursable costs incurred by the Grantor which are not timely reimbursed by the Grantees will constitute a lien against the Grantee's real estate described on Exhibit A Parcel B and that said lien may be levied and collected by the City and assessed under Minn. Stat. §§ 429.01 and 463.21 et. al., and Fergus Falls City Charter Chapter 8, and City Code Sections, 35.01 and 90.30, and as may be amended from time to time.

3. Hold Harmless and Indemnification. The Grantee hereby agrees to hold and save the Grantor harmless and indemnify the Grantor from any and all damage arising from Grantee's use of the driveway and easement area.

4. No Obstruction. The easement granted in this Agreement shall be kept open and free from obstructions so that the same may be used in common for driveway and related purposes and none of the parties shall cause or permit anything to be done whereby the common use of said easement or right-of-way shall be prevented or interfered with.

5. Forfeiture and Termination: Failure by Grantee to comply with these conditions and/or reimburse Grantor's for expenses as required shall constitute forfeiture and termination of this easement. Notice of such forfeiture and termination may be served upon Grantee to be effective 30 days after such notice and established of record by recording a memorandum of termination executed by Grantor and recorded in the office of the Otter Tail County Recorder with an affidavit of service of notice upon Grantee.

5. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota.

6. Entire Agreement. This Agreement constitutes the entire agreement between the Grantor and Grantee and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

7. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each party or an authorized representative of each party.

8. Counterparts. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

**IN WITNESS WHEREOF**, each party to this Agreement has caused it to be executed on the date indicated below.

**GRANTOR**  
**CITY OF FERGUS FALLS**

\_\_\_\_\_  
Ben Schierer  
City of Fergus Falls Mayor

\_\_\_\_\_  
Andrew Bremseth  
City of Fergus Falls City Clerk/Administrator

STATE OF MINNESOTA    )  
                                          )ss.  
COUNTY OF OTTER TAIL )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
2023, by Ben Schierer, and Andrew Bremseth, the Mayor and City Administrator,

**[The remainder of this page left intentionally blank.]**

**GRANTEE**



Thomas Wolfe



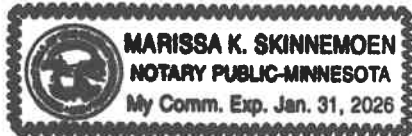
Lisa Wolfe

STATE OF MINNESOTA )  
                                          )ss.  
COUNTY OF OTTER TAIL )

The foregoing instrument was acknowledged before me this 20th day of October 2023, by Thomas Wolfe and Lisa Wolfe, married to each other.



Notary Public

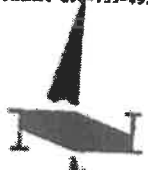


This instrument was drafted by:  
NYCKLEMOE & ELLIG, P.A.  
ROLF H. NYCKLEMOE  
106 EAST WASHINGTON AVE  
FERGUS FALLS, MN 56537  
(218) 736-5673

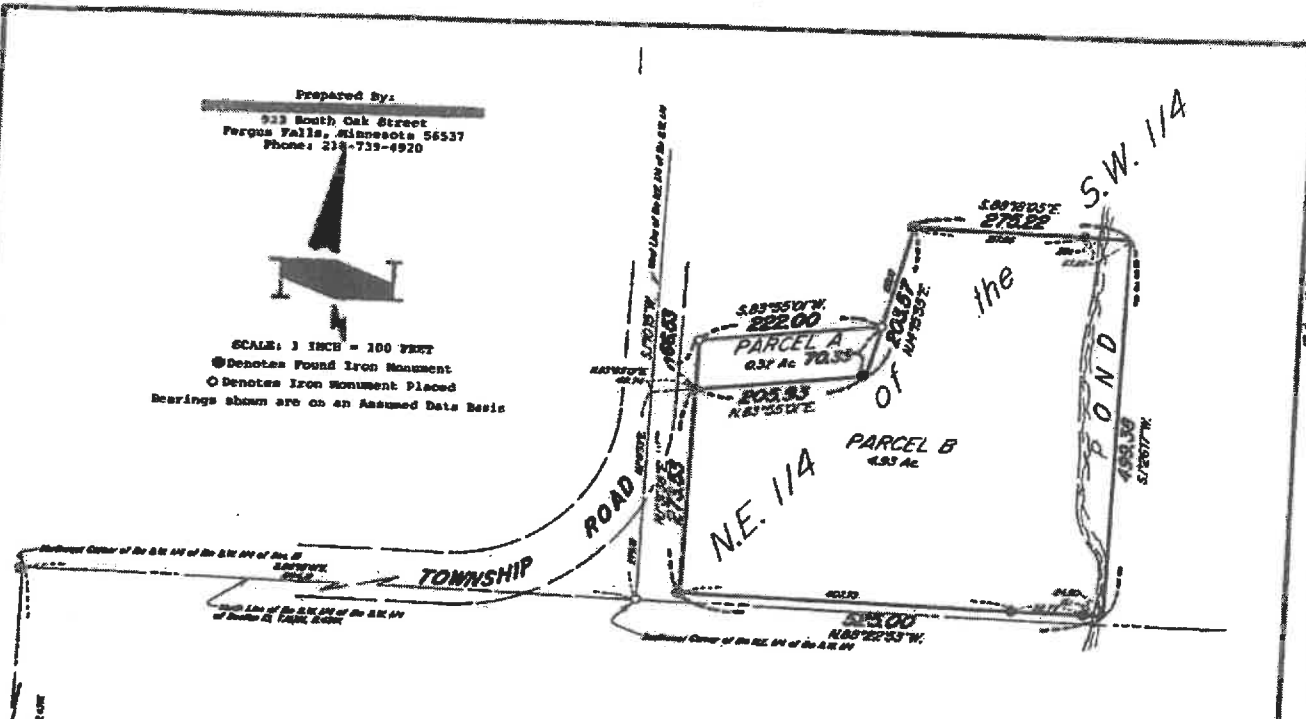


EXHIBIT A

Prepared By:  
 923 South Oak Street  
 Fergus Falls, Minnesota 56537  
 Phone: 218-739-4920



SCALE: 1 INCH = 100 FEET  
 ● Denotes Found Iron Monument  
 ○ Denotes Iron Monument Placed  
 Bearings shown are on an Assumed Data Basis



**LEGAL DESCRIPTIONS**

**Parcel A**

That part of the Northeast Quarter of the Southwest Quarter of Section 13, Township 132 North, Range 43 West, Otter Tail County, Minnesota described as follows:

Commencing at the Southwest corner of said Section 13; thence North  $01^{\circ}52'50''$  East (Assumed Bearing) along the West Line of said Section 13 a distance of 1322.16 feet to the Northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 13; thence South  $86^{\circ}18'41''$  East a distance of 1304.39 feet to the Southwest corner of said Northeast Quarter of the Southwest Quarter; thence North  $01^{\circ}41'53''$  East along the West Line of said Northeast Quarter of the Southwest Quarter a distance of 279.16 feet; thence North  $83^{\circ}55'01''$  East a distance of 49.74 feet to the point of beginning; thence continuing North  $83^{\circ}55'01''$  East a distance of 205.93 feet; thence North  $14^{\circ}15'55''$  East a distance of 70.39 feet; thence South  $83^{\circ}55'01''$  West a distance of 222.00 feet; thence South  $01^{\circ}10'15''$  West a distance of 66.53 feet to the point of beginning. Containing 0.32 Acres.

Subject to any Easements or Restrictions of record.

**Parcel B**

That part of the Northeast Quarter of the Southwest Quarter of Section 13, Township 132 North, Range 43 West, Otter Tail County, Minnesota described as follows:

Commencing at the Southwest corner of said Section 13; thence North  $01^{\circ}52'50''$  East (Assumed Bearing) along the West Line of said Section 13 a distance of 1322.16 feet to the Northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 13; thence South  $86^{\circ}18'41''$  East a distance of 1304.39 feet to the Southwest corner of said Northeast Quarter of the Southwest Quarter; thence North  $01^{\circ}41'53''$  East along the West Line of said Northeast Quarter of the Southwest Quarter a distance of 279.16 feet; thence North  $83^{\circ}55'01''$  East a distance of 49.74 feet to the point of beginning; thence continuing North  $83^{\circ}55'01''$  East a distance of 205.93 feet; thence North  $14^{\circ}15'55''$  East a distance of 203.57 feet; thence South  $88^{\circ}18'05''$  East a distance of 275.27 feet; thence South  $01^{\circ}26'17''$  West a distance of 499.38 feet; thence North  $86^{\circ}22'53''$  West a distance of 529.00 feet; thence North  $01^{\circ}31'38''$  East a distance of 273.53 feet to the point of beginning. Containing 4.93 Acres.

Subject to any Easements or Restrictions of record.

Note: Parcel B is an existing parcel. The legal description for Parcel B contained herein is a corrective legal description describing the exact same parcel according to the found iron monuments on the ground. The point of commencement of the existing legal description does not fit the true position for the Southwest corner of the Northeast Quarter of the Southwest Quarter of said Section 13.

I hereby certify that this Survey, Plan or Report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

*[Signature]*  
 Terry Lee Anderson (Minnesota Registration Number 14676)  
 Dated: November 17, 1990

995605

OFFICE OF COUNTY RECORDER  
 OTTER TAIL, MINNESOTA  
 I hereby certify that this instrument # 995605 was filed and recorded in this office on the 17th day of November, 1990 at 10:00 AM. Wanda J. Munn, County Recorder  
 By: *[Signature]* Deputy  
 [Seal]

OTTER TAIL COUNTY 13-132-43



# Council Action Recommendation

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Page 1 of 2

**Meeting Date:**

November 15, 2023 – Committee of the Whole  
November 20, 2023 – City Council

**Subject:**

PI 5362 – Fir Avenue (C.S.A.H 1) and Friberg Avenue (MSAS No. 126) Roundabout  
Improvement Project: Local Road Improvement Program (LRIP) Grant  
Application

**Recommendation:**

1. Resolution of Support for the LRIP Grant
2. Authorization to submit LRIP Grant Application to MnDOT

**Background/Key Points:**

On January 17, 2023, the City entered into an agreement with Otter Tail County to pursue the construction of a roundabout at the intersection of Fir Avenue and Friberg Avenue. Finding additional funding sources for this project without impacting or delaying other planned projects remains a priority for City staff.

There is a possibility of obtaining some funds through a Local Roads Improvement Program (LRIP) Grant, administered by MnDOT, as it appears this project would be eligible for this program. The deadline for submitting a grant application is December 8, 2023. The LRIP grant would only fund some of the actual capital construction costs so other funding sources will still be required for the City's share of this project cost.

The award notification for the LRIP grants is anticipated to be in March 2024.

**Budgetary Impact:**

Pursuant to this Agreement and past joint ventures, the City shall pay for the following project costs:

- 1) One-third (1/3) of the cost of the street repair, sidewalk and lighting including the resurfaced area.
- 2) 100 percent of the cost of the non-storm sewer municipal utilities. To be determined and quantified during the final design phase.
- 3) One-third (1/3) of the cost of storm sewer placement based on the Mn/DOT stormwater analysis.
- 4) 100 percent of costs for permanent and/or temporary easements adjoining Friberg Avenue.
- 5) A pro rata portion of the total engineering costs for the project, in an amount representing the same ratio to the total engineering costs as Municipality's portion of the construction costs bears to the total construction contract cost.

In general, the City's portion would be approximately \$730,000 plus any municipal storm, sanitary sewer, and/or watermain relocations or replacements, if needed.

The City funding sources could consist of Municipal State Aid Construction for the street and surface improvements and the appropriate City utility enterprise funds as needed.

**Originating Department:**

Engineering Department

**Respectfully Submitted:**

Brian Yavarow, P.E. – City Engineer

**Attachments:**

1. Local Road Improvement Program Fact Sheet

# Local Road Improvement Program

## Program Overview

The Local Road Improvement Program (LRIP) provides funding assistance to local agencies for constructing or reconstructing local roads. Funds for the program are appropriated based on [Minnesota Statute 174.52](#)<sup>1</sup>. The program was created in 2002 and began with two types of funding: Trunk Highway Corridor Account and Routes of Regional Significance Account. In 2005, the Rural Road Safety Account was added to the program. The program is administered by MnDOT's State Aid for Local Transportation Division.



### Trunk Highway Corridor Account

This account is used for grants to federally recognized Indian Tribes, cities, towns, and counties to assist in paying the local share of trunk highway projects that have local or tribal costs related to the trunk highway improvement and are not funded or are only partially funded with other state and federal funds.

### Routes of Regional Significance Account

This account is used for grants to federally recognized Indian Tribes, cities, towns, and counties for the costs of constructing or reconstructing city streets, county highways, towns or tribal roads with statewide or regional significance that have not been fully funded through other state, federal, local or tribal funding sources.

### Rural Road Safety Account

This account is used for grants to counties for constructing or reconstructing improvement projects that are intended primarily to reduce traffic crashes, fatalities, injuries, and property damage crashes on rural County State Aid Highways.

## Guidance and Criteria

### Guidance

Eligible local agencies include federally recognized Indian Tribes, counties, cities, and townships. Non-state aid cities (generally those with populations less than 5,000) and townships must request the sponsorship of a county to apply for and implement their project.

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<sup>1</sup> <https://www.revisor.mn.gov/statutes/cite/174.52>

### Criteria

Projects are selected through a competitive solicitation process using the following criteria along with recommendations from the Local Road Improvement Program Advisory Committee.

- The availability of other state, federal, local, tribal funds
- The regional significance of the route
- Effectiveness of the proposed project in eliminating a transportation system deficiency
- The number of persons positively impacted by the project
- Project's contribution to other local, regional, or state, economic development or redevelopment efforts
- Ability of the local unit of government to adequately provide for the safe operation and maintenance

In accordance with state statute, an Advisory Committee provides recommendations as to which projects will be funded. The committee is made up of one county commissioner, one county engineer, one city engineer, two city council members or city administrators (one each from cities with population less than and greater than 5,000), and one town board member (appointed by the Minnesota Association of Townships).

### Funding Summary

Funds available for the program vary with each legislative bond appropriation. Funds shown in the table under competitive LRIP do not include engineering costs.

Year	Competitive LRIP		Earmarked LRIP	
	LRIP Funds (millions)	No. of Projects Funded	LRIP Funds (millions)	No. of Projects Funded
2014	\$54.4	3	-	-
2015	\$4.3	9	\$9.3	3
2016	\$0.0	n/a	-	-
2017*	\$25.3	45	\$90.6	11
2018*	\$35.0	53	\$75.4	16
2019	\$0.0	n/a	-	-
2020*	\$75.0	75	\$109.9	23
2021*	\$5.5	8	\$30.9	10
2022	\$0.0	n/a	-	-
2023	\$102.967		\$282.163	46

\*Competitive LRIP account is still open, so number of projects funded is subject to change

### For More Information

See LRIP program webpage<sup>2</sup> or contact Rashmi Brewer, State Programs Engineer at [Rashmi.Brewer@state.mn.us](mailto:Rashmi.Brewer@state.mn.us) or 651-366-3830.

<sup>2</sup> <http://www.dot.state.mn.us/stateaid/lrip.html>

Date: 11/08/23

SPECIAL ASSESSMENTS CERTIFICATION REPORT  
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Parcel	Owner Name/Address	Amount Certified	Local
71001500095013	JENSEN FAMILY TST  36309 AUGUSTANA DR BATTLE LAKE MN 565159361	334.31	9
71001500095013	JENSEN FAMILY TST  36309 AUGUSTANA DR BATTLE LAKE MN 565159361	385.45	55
71001990095015	STEPHEN A & SARAH E MOLINE  1827 PEBBLE LAKE GOLF DR FERGUS FALLS MN 565378526	2,814.17	55
71001990300000	MARK AARON & ERINN P WEBB  419 E VERNON AVE FERGUS FALLS MN 565372927	121.64	55
71001990327000	JAMES P GRAFFEO  416 E VERNON AVE FERGUS FALLS MN 565372928	151.34	55
71001990412000	STEPHANIE J & ANDREW R AUCK  224 E ALCOTT AVE FERGUS FALLS MN 565372905	590.05	55
71001990517000	TONY D MOTZ  526 E ADOLPHUS AVE FERGUS FALLS MN 565373702	296.48	55

Parcel	Owner Name/Address	Amount Certified	Local
71001990812001	KELLY J VASFARET  525 E VASA AVE FERGUS FALLS MN 565373025	166.90	12
71001990826000	WHITNEY WILLIAMS  526 E VASA AVE FERGUS FALLS MN 565373026	166.90	12
71001991030000	ROGER S & ELIZABETH A STROM  3369 ROLLINS BEACH TRL FERGUS FALLS MN 565374216	988.25	55
71002500004020	RYAN E & STEFANIE J ADAY  2126 242ND ST FERGUS FALLS MN 565373982	259.69	55
71002500004076	KRISTIFOR R & ROBIN S WERNER  1016 STONY BROOK MNR FERGUS FALLS MN 565374414	462.72	55
71002500005000	KEVIN RAY SHUCK  1722 COUNTY HIGHWAY 111 FERGUS FALLS MN 565374408	388.65	55
71002500026000	G & S HOLDINGS LLC ATTN PLUMBERS INC  1504 PEBBLE LAKE RD FERGUS FALLS MN 565373857	573.61	55

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Parcel	Owner Name/Address	Amount Certified	Local
71002500084001	BENJAMIN DURBIN	562.81	9
	1018 E MOUNT FAITH AVE FERGUS FALLS MN 565372331		
71002500093001	RENN D JR & DANA L MCCLAF LIN	714.31	9
	1040 E MOUNT FAITH AVE FERGUS FALLS MN 565372331		
71002990159000	FLOWINGBROOK MINISTRIES INC	845.85	19
	PO BOX 7154 SEBRING FL 338720103		
71002990267000	CARL J & KRISTA D W ZACHMANN	131.47	55
	941 N ROSEMARY AVE FERGUS FALLS MN 565371461		
71002990718000	MICAH & ELIZABETH FOURNIER	491.28	55
	719 N CLEVELAND AVE FERGUS FALLS MN 565371423		
71002990719000	FRANK ROBLES	526.98	55
	715 N CLEVELAND AVE FERGUS FALLS MN 565371423		
71002990784000	SCOTT C GUNVALDSON	126.84	55
	317 N CASCADE ST FERGUS FALLS MN 565372210		



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Parcel	Owner Name/Address	Amount Certified	Local
71002990785000	JEREMY & AMBER KRAFNICK	126.84	55
	313 N CASCADE ST FERGUS FALLS MN 565372210		
71002990835000	JONATHAN L HUTCHINS	65.42	55
	412 E MOUNT FAITH AVE FERGUS FALLS MN 565372220		
71002990893000	DAWN J SCHROEDER	563.90	19
	622 E HIGHLAND AVE FERGUS FALLS MN 565372213		
71002990896000	TODD GARRETT ANDERSON	117.29	19
	626 E HIGHLAND AVE FERGUS FALLS MN 565372213		
71002990896000	TODD GARRETT ANDERSON	417.45	55
	626 E HIGHLAND AVE FERGUS FALLS MN 565372213		
71002990899000	KURT KUBITZ	845.85	19
	613 E SUMMIT AVE FERGUS FALLS MN 565372228		
71002990901000	MARK E BIGWOOD	820.48	19
	404 N SHERIDAN ST FERGUS FALLS MN 565372224		

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SPECIAL ASSESSMENTS CERTIFICATION REPORT  
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Parcel	Owner Name/Address	Amount Certified	Local
71002990901000	MARK E BIGWOOD	170.96	55
	404 N SHERIDAN ST FERGUS FALLS MN 565372224		
71002990907000	ERIC F & AMANDA M MAGNUSON	845.85	19
	706 E MOUNT FAITH AVE FERGUS FALLS MN 565372222		
71002990908000	NICOLE & DANIEL L GAINES	845.85	19
	721 E MOUNT FAITH AVE FERGUS FALLS MN 565372279		
71002990921000	RIGOBERTO A GRIJALVA	563.90	19
	722 E HIGHLAND AVE FERGUS FALLS MN 565372214		
71002990925000	WYNN HUGHES	845.85	19
	717 E SUMMIT AVE FERGUS FALLS MN 565372230		
71002990928000	ALFRED L & SANDRA C GAINES	563.90	19
	705 E SUMMIT AVE FERGUS FALLS MN 565372230		
71002990930000	ANDREW BYE	563.90	19
	635 E SUMMIT AVE FERGUS FALLS MN 565372228		

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Parcel	Owner Name/Address	Amount Certified	Local
71002990962000	ANTHONY FUHRMAN  824 E MOUNT FAITH AVE FERGUS FALLS MN 565372328	525.88	9
<del>71002990963000</del>	<del>DAVID J &amp; NOREEN L STIGEN  <del>22939 224TH ST FERGUS FALLS MN 565378154</del></del>	<del>520.79</del>	<del>9</del>
71002991097000	MATTHEW D & KARA L JOHNSON  620 N BURLINGTON AVE FERGUS FALLS MN 565372318	810.59	55
71002991099000	CRAIG S & ANNA M GANTNER  608 N BURLINGTON AVE FERGUS FALLS MN 565372318	78.77	55
71002991100000	JEFFREY SPRINGER  807 E GLENWAY ST FERGUS FALLS MN 565372321	582.29	55
71002991107002	PRENT & MARY MARKEL  829 E MOUNT FAITH AVE FERGUS FALLS MN 565372327	663.44	9
71002991212000	KEVIN J & DANETTE M PALMER  1427 TERRACE DR FERGUS FALLS MN 565371741	301.90	55

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Parcel	Owner Name/Address	Amount Certified	Local
71002991378002	STEPHEN & MELYNDA MCELMURRY  1421 RIDGEWOOD DR FERGUS FALLS MN 565374417	297.72	55
71002991378014	RANDY R & BARBARA A VANGRUD  1906 DEER VALLEY RD FERGUS FALLS MN 565374437	851.37	55
71002991460000	GRANT & MICHELE M HARDING  1105 E MOUNT FAITH AVE FERGUS FALLS MN 565372332	323.27	9
71002991896000	RYAN P & LIVVY M NESS  2140 NORTHWOOD LN FERGUS FALLS MN 565374609	95.59	55
71002991899000	KIMBERLY S & WYATT J DANIELSON  2027 TOWER VIEW RD FERGUS FALLS MN 565374642	1,051.54	55
71002991917002	LUTHERAN BRETH WOODLAND LODGE  824 S SHERIDAN ST FERGUS FALLS MN 565373022	1,960.93	55
71003500008009	MARK D FARNAM REAL ESTATE LLLP  31 MILL ST W  PO BOX 411 PELICAN RAPIDS MN 565720411	1,667.78	9

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SPECIAL ASSESSMENTS CERTIFICATION REPORT  
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Parcel	Owner Name/Address	Amount Certified	Local
71003500119000	DONALD MARTIN JR & C R FRAZIER  706 W LAUREL ST FERGUS FALLS MN 565371833	472.14	55
71003500120000	BRUCE A & MARTHA M AUSTAD  27748 BREKKE LAKE RD FERGUS FALLS MN 565378026	712.34	55
71003500131000	BENJAMIN WEDLL & AMY BENNETT  717 W LAUREL ST FERGUS FALLS MN 565371832	447.10	55
71003990473000	LACEY ALBRIGHT  428 SPRUCE ST FERGUS FALLS MN 565371944	204.88	55
71003990510000	SCOTT T & ANGELA J HAUGE  423 W LAUREL ST FERGUS FALLS MN 565371933	338.12	12
71003990552000	ANDREW N & NICHOLAS M CROSS  930 N VINE ST FERGUS FALLS MN 565371321	265.79	55
71003990583000	LINDA S SHUCK  418 W 7TH AVE FERGUS FALLS MN 565371904	211.02	55

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Parcel	Owner Name/Address	Amount Certified	Local
71003990589000	JAMES O & CATHERINE M BOCKWITZ  817 N UNION AVE FERGUS FALLS MN 565372121	210.21	55
71003990681000	DANIEL R ROEHL JR  416 N UNION AVE FERGUS FALLS MN 565372131	481.62	55
71003990857000	DONALD F PLANTE  511 W SUMMIT AVE FERGUS FALLS MN 565372014	447.10	55
71003990858000	KERRI HOLM  515 W SUMMIT AVE FERGUS FALLS MN 565372014	447.10	55
71003991039000	BENJAMIN SALAZAR JR  612 W LAUREL ST FERGUS FALLS MN 565371938	509.69	55
71003991048000	STEVEN C LEE & SANDRA SHEARER  632 W LAUREL ST FERGUS FALLS MN 565371938	648.29	55
71003991051000	BENJAMIN G & JENNIFER L STUMBO  632 W LAUREL ST FERGUS FALLS MN 565371938	447.10	55

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Parcel	Owner Name/Address	Amount Certified	Local
71003991056000	BRUCE A & MARTHA M AUSTAD  27748 BREKKE LAKE RD FERGUS FALLS MN 565378026	334.44	55
71003991094000	TEDD MUCHOW  530 W LINDEN ST FERGUS FALLS MN 565372029	447.10	55
71003991097000	GARY L CORTNER & DAWN BRIMHALL  512 W LINDEN ST FERGUS FALLS MN 565372029	670.65	55
71003991106000	KATE & ALEXANDER MANNING  617 W LAUREL ST FERGUS FALLS MN 565371937	447.10	55
71003991107000	JAMES A & MICHELLE A SHEARER  625 W LAUREL ST FERGUS FALLS MN 565371937	447.10	55
71003991110000	REBECCA L NELSON  633 W LAUREL ST FERGUS FALLS MN 565371937	447.10	55
71003991111000	DOHERTY HOMES LLC  PO BOX 221 ALEXANDRIA MN 563080221	447.10	55

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Parcel	Owner Name/Address	Amount Certified	Local
71003991113000	HARVEY C & SHIRLEY A MOEN	507.91	55
	643 W LAUREL ST FERGUS FALLS MN 565371937		
71003991137000	LANCE G & ANGELA J NORD	234.80	55
	640 W SUMMIT AVE FERGUS FALLS MN 565372017		
71003991149000	DONAVIN MARCZAK	447.10	55
	527 W LINDEN ST FERGUS FALLS MN 565372028		
71003991150000	COREVIS INVESTMENTS LLC CHARLES OLSON	447.10	55
	210 W CAVOUR AVE STE 8 FERGUS FALLS MN 565372104		
71003991152000	SUNNIE HEDSTROM BERG	473.93	55
	537 W LINDEN ST FERGUS FALLS MN 565372028		
71003991155000	STEVEN D MEYER	447.10	55
	548 W SUMMIT AVE FERGUS FALLS MN 565372015		
71003991157000	CARLISLE INVESTMENT PROP LLC	447.10	55
	38910 ELDORADO BEACH RD BATTLE LAKE MN 565159359		



Parcel	Owner Name/Address	Amount Certified	Local
71003991165000	SARAH GULLICKSON  506 W SUMMIT AVE FERGUS FALLS MN 565372015	447.10	55
71003991170000	DANA S KLEVGAARD  106 W SUMMIT AVE FERGUS FALLS MN 565372139	126.84	55
71003991832000	ERIC W & RACHEL K STRATTON  307 TWO RIVERS RD FERGUS FALLS MN 565374009	1,708.44	55
71004990071000	ROBERT L & LOIS E RUSSELL  506 S UNION AVE FERGUS FALLS MN 565372709	2,003.12	55
71004990096000	ELAINE KOLLE  614 S OAK ST FERGUS FALLS MN 565372615	174.03	55
71004990103000	HANNAH MARIE MACHADO  714 S OAK ST FERGUS FALLS MN 565372616	223.26	12
71004990163000	ALVIN A ANHORN & TERRI L FIELD  701 S UNION AVE FERGUS FALLS MN 565372712	279.04	12

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Parcel	Owner Name/Address	Amount Certified	Local
71004990169000	JENNIFER LEMKE  214 W ALCOTT AVE FERGUS FALLS MN 565372725	445.95	12
<del>71004990296000</del>	<del>JAMES B &amp; REBECCA L WEDLL  821 S COURT ST FERGUS FALLS MN 565372734</del>	<del>600.89</del>	<del>12</del>
71004990328000	US BANK NATIONAL ASSOC  2800 TAMARACK RD 56572	495.38	12
71004990334000	ALLEN E WIESE  216 W CHANNING AVE FERGUS FALLS MN 565372731	418.57	12
71004990336001	JEREMY W ELSHAUG  916 S COURT ST FERGUS FALLS MN 565372736	396.24	12
71004990337000	JAIME BRAUSE  113 W BANCROFT AVE FERGUS FALLS MN 565372726	368.33	12
71004990340000	AARON J & STEPHANIE M GREEN  125 W BANCROFT AVE FERGUS FALLS MN 565372726	690.19	12

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SPECIAL ASSESSMENTS CERTIFICATION REPORT  
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Parcel	Owner Name/Address	Amount Certified	Local
71004990341000	CALVIN GEE SAIE	279.04	12
	126 W CHANNING AVE FERGUS FALLS MN 565372729		
71004990459001	EMILYN P HAUGEN	413.60	9
	314 W ADOLPHUS AVE FERGUS FALLS MN 565373308		
71004990460000	PHILLIP PETERSON	787.98	9
	1209 S VINE ST FERGUS FALLS MN 565373305		
71004990464002	NICOLE M EDLER	540.10	9
	326 W GUSTAVUS AVE FERGUS FALLS MN 565373311		
71004990531000	CINDY LOU & JOHN STRAUCH	212.64	12
	519 W VASA AVE FERGUS FALLS MN 565372621		
71004990540000	CHRISTOPHER HAAVIG	212.64	12
	520 W ALCOTT AVE FERGUS FALLS MN 565372606		
71004990570000	LEN R & AMY L TAYLOR	239.53	55
	603 W VERNON AVE FERGUS FALLS MN 565372631		

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SPECIAL ASSESSMENTS CERTIFICATION REPORT  
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Parcel	Owner Name/Address	Amount Certified	Local
71004990602000	ERIC OWUSU	106.32	12
	15239 73RD ST NE OTSEGO		
	MN 553305537		
71004990628000	SCOTT E & HEIDI M ANDERSON	336.53	12
	810 S COURT ST FERGUS FALLS		
	MN 565372735		
71004990638000	TIMOTHY & NICHOLE HAUGE	334.85	12
	816 S COURT ST FERGUS FALLS		
	MN 565372735		
71004990646000	LAWRENCE J & CHERYL R ENDERLE	279.04	12
	115 W ALCOTT AVE FERGUS FALLS		
	MN 565372722		
71004990648000	WAYNE PRESTON & N PRESTON	485.54	12
	30675 COUNTY HIGHWAY 27 FERGUS FALLS		
	MN 565377343		
<del>71004990650000</del>	<del>JAMES B &amp; REBECCA L WEDLL</del>	<del>178.59</del>	<del>12</del>
	<del>821 S COURT ST FERGUS FALLS</del>		
	<del>MN 565372734</del>		
71004990860000	MICHAEL C & BETH L THORSON	3,085.66	55
	1316 S MARTIN ST FERGUS FALLS		
	MN 565373300		

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SPECIAL ASSESSMENTS CERTIFICATION REPORT  
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Parcel	Owner Name/Address	Amount Certified	Local
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Local	Certified
9	<del>7,054.27</del> 6533.48
12	<del>7,014.96</del> 6235.48
19	7,422.62
55	34,654.72
Grand Totals	<del>56,146.57</del> 54846.30



MEMO TO:  
 DATE:  
 FROM:  
 SUBJECT:

Mayor and City Council  
 11/16/2023  
 William K Sommor, Finance Director  
 2023 Certifications - Miscellaneous Invoices

Please certify the following accounts receivable amounts for collection by the Otter Tail County Auditor with taxes against said property.

Owner/Mailing address	Amount	Service	Service Address	Parcel No.
WAYNE L & BETH M ANDERSON 404 E GUSTAVUS AVE FERGUS FALLS, MN 56537	234.57	Removal of diseased tree 12/7/2022	404 E GUSTAVUS AVE	71001990750000
HOLLY BAKER 44559 BYPASS DR PELICAN RAPIDS, MN 56572	239.93	Mowing 7/13/2023	514 W VASA	71004990528000
IRFAN & DOSA BEGANOVIC 407 W FIR AVE APT 12 FERGUS FALLS, MN 56537	239.93	Mowing 6/14/2023	634 W STANTON AVE	71003990971000
BOBCAT CAPITAL LTD PO BOX 35 TUALATIN, OR 97062-0035	1,280.11	Mowing 5/30/2023, 7/10/2023 & 8/15/2023	528 WESTERN AVE	71003500195015
COREVIS INVESTMENTS LLC PO BOX 548 ALEXANDRIA, MN 56308	186.78	Mowing 8/8/2023	801 N CLEVELAND	71002990705000
CRAIGH & JODY R ECKER 519 E FIR AVE FERGUS FALLS, MN 56537	14,510.43	Abatement cost incurred by city (staff, equipment, tree service, landfill cost) Mowing 7/24/2023	519 E FIR AVE	71002500011000
MARCOS GOMEZ PROP XIV LLC 7500 180TH ST E PRIOR LAKE, MN 55372	1,203.35	Mowing 6/9/2023, 7/10/2023 & 8/15/2023	524 WESTERN AVE	71003500195014
AUSTIN HENNEN 26591 240TH ST WENDELL, MN 50590	613.47	Mowing 6/9/2023 & 8/7/2023 Weed spraying. 8/24/23	127 -128 S TOWER RD	71003500195055



Owner/Mailing address	Amount	Service	Service Address	Parcel No.
SAMUEL HERZOG & TROY JOHNSON 9700 BAY VIEW RD NW GARFIELD, MN 56332-8241	346.22	Mowing 8/3/2023 & 8/4/2023	104 LAURA LN	71003991572000
AUGUSTUS M MAKOVSKY 401 W DOUGLAS AVE FERGUS FALLS, MN 56537	1,049.00	Mowing 6/23/2023	401 W DOUGLAS AVE	71004990392000
LORENE A MCINTOSH 308 S LAKESIDE DR FERGUS FALLS, MN 56537	389.16	Diseased tree removal	308 S LAKESIDE DR	71002990810000
OTTER TAIL VALLEY RAILROAD 200 N MILL ST FERGUS FALLS, MN 56537	1,310.35	Mowing 6/6/2023, 6/7/2023 & 7/11/2023	R. R. PROPERTY JUNIUS AVE FRONTAGE, PECK ST/BROADWAY	71003500001001
OTTER TAIL VALLEY RAILROAD 200 N MILL ST FERGUS FALLS, MN 56537	389.77	Mowing 7/12/2023 & 7/13/2023	R. R. PROPERTY JUNIUS, SHERIDAN, PECK, BROADWAY	71001994001000
WERNER J PERSEY 986 CLAY ST SW DALLAS, OR 97338-2154	440.71	Costs incurred by city for mowing & abatement 8/8/2023-8/9/2023	403-405 FRIBERG	71002990839000
PHILLIP PETERSON 1209 S VINE ST FERGUS FALLS, MN 56537	891.05	Mowing 6/21/2023, 6/22/2023 & 7/25/2023	1206 S VINE ST	71004990426000
WAYNE D RIPLEY 25368 COUNTY HIGHWAY 24 ERHARD, MN 56534-9406	1,040.86	Mowing 6/5/2023, 7/12/2023 & 8/24/2023	804 N AURDAL	71002990484001
ROGER SCHLESKE 311 10TH AVE SW PELICAN RAPIDS, MN 56572	340.32	Mowing 6/8/2023-6/9/2023	515 E CHERRY	71002991052000
LEE A SMALT & ERIN L SCHMIDT 521 W CAVOUR AVE FERGUS FALLS, MN 56537	700.51	Diseased tree removal	521 W CAVOUR AVE	71003990921000

Owner/Mailing address	Amount	Service	Service Address	Parcel No.
WAYNE A STOA 335 N WHITFORD ST FERGUS FALLS, MN 56537	389.16	Diseased tree removal	335 N WHITFORD ST	71002990806001
WILLIAM C & BETTY I STOCK ATTN: SARAH LAWRENCE 12535 FALLCREEK LN CERRITOS, CA 90703-2082	186.78	Mowing 8/7/2023	530 HAMPDEN	71001990256000
RICKY SWENDSRUD 926 N PARK ST FERGUS FALLS, MN 56537	957.37	Diseased tree removal	926 N PARK ST	71002990291000
TWIN FOUNTAIN DEVELOPERS LLC 3515 PEBBLE HILLS DR FERGUS FALLS, MN 56537	373.54	Mowing 10/20/2022	414 & 424 WOODLAND DR	71002991917000



112 West Washington Ave.  
Fergus Falls, MN 56537  
Phone: 218-332-5400  
Fax: 218-332-5449  
Website: [www.ci.fergus-falls.mn.us](http://www.ci.fergus-falls.mn.us)

**To: Mayor and City Council**  
**From: William K. Sonmor, Finance Director**  
**Subject: Delinquent Utility Accounts Certifications**  
**Date: November 16, 2023**

I hereby recommend the City Council adopt a resolution certifying the following delinquent utility billings to the tax rolls:

Owner of Record	Property Address	Parcel ID	Amount
PAM ANDERSON	529 W CHANNING AVE	71004990262000	\$350.15
PAMELA LOOMER	529 W CHANNING AVE	71004990262000	\$135.52
SAMUEL HERZOG	209 W CHANNING AVE	71004990353002	\$381.89
JEFF & JUDY SCHREIBER	1023 S UNION AVE	71004990359000	\$75.68
KAILA KROG	302 W DOUGLAS AVE	71004990374000	\$48.74
DENNIS W HAGSTROM	210 W EVERETT AVE	71004990738001	\$45.29
ABIGAIL HOLMQUIST	111 W ADOLPHUS AVE	71004990439001	\$87.17
BOREALIS GROUP	1208 S MILL ST	71004990421000	\$98.81
ANNA & TRAVIS FLERCHINGER	1121 S MILL ST	71001990481000	\$235.09
PHILIP PETERSON	1209 S VINE ST	71004990460000	\$383.35
720 CHERRY GROUP LLC	1122 S VINE ST	71004990400001	\$56.46
JENEE BABIC	746 MELODY LN	71004990785000	\$14.00
DAVID WEINRICH - DWP, LLC	1319 W ALCOTT AVE	71004500025008	\$130.84
MATTHEW & ANGELA SAURER	1416 W ALCOTT AVE	71004500022002	\$43.69
DAWN DELLANEVA	222 W ADOLPHUS AVE	71004990457002	\$43.99
RHONDA JENSEN	513 E ADOLPHUS AVE	71001990501000	\$90.69
SCOTT CHRISTISON	409 E GUSTAVUS AVE	71001990512001	\$25.75
CHRISTINA PACHECO	518 E SAINT CHARLES AVE	71001990569002	\$104.77
DAVID HARIG	1604 S CASCADE ST	71004990689000	\$77.74
STEVEN MOEN	1116 S WHITFORD ST	71001990714000	\$771.17
ARDIS GOODENDORF	1214 S SHERIDAN ST	71001990504001	\$282.54
LARRY IRION	1015 S SHERIDAN ST	71001990662000	\$179.22
CARI GRINDSTAFF	1410 S MABELLE AVE	71001990937000	\$115.32
PAUL SANDER	811 S CASCADE ST	71001990903000	\$130.21
BROEN MEMORIAL HOME	815 S WHITFORD ST	71001990407000	\$17.89
BROEN MEMORIAL HOME	334 E ALCOTT AVE	71001990410002	\$224.27
SHERIDAN HOUSE	808 S SHERIDAN ST	71001990397002	\$1,021.02
BROEN MEMORIAL HOME	824 S SHERIDAN ST	71001990397001	\$1,219.35
ALCOTT MANOR	418 E ALCOTT AVE	71001990397001	\$523.75
BROEN MEMORIAL HOME	420 E ALCOTT AVE	71001990397001	\$3,129.03
NORTHERN EDGE CONTRACTING	1520 PEBBLE LAKE RD STE 4	71001500045001	\$245.57
PAUL & SARAH JENSEN	1729 SHOREVIEW DR	71001991027000	\$262.77
ANGELA AZIZ	328 E VERNON AVE	71001990335000	\$92.20

<b>Owner of Record</b>	<b>Property Address</b>	<b>Parcel ID</b>	<b>Amount</b>
JAMES GRAFFEO	416 E VERNON AVE	71001990327000	\$48.78
COREVIS INVESTMENTS	504 E VERNON AVE	71001990315000	\$50.31
NORTH WIND PREM PROP LLC ETAL	918 E VERNON AVE	71001500023000	\$63.84
HEATHER GARRETT	1017 E VASA AVE	71001990604000	\$24.70
JEFFREY ROBINETTE	1102 E VASA AVE	71001500030000	\$80.10
TED JONES	1013 E ALCOTT AVE	71001990214000	\$24.65
D. W. JONES	510 S PECK ST APT 102	71001500036000	\$133.62
D. W. JONES	510 S PECK ST APT 104	71001500036000	\$213.61
D. W. JONES	510 S PECK ST APT 104	71001500036000	\$87.51
D. W. JONES	510 S PECK ST APT 201	71001500036000	\$198.35
D. W. JONES	510 S PECK ST APT 202	71001500036000	\$142.43
D. W. JONES	510 S PECK ST APT 302	71001500036000	\$134.86
D. W. JONES	510 S PECK ST APT 303	71001500036000	\$200.00
D. W. JONES	510 S PECK ST APT 304	71001500036000	\$17.36
TOLLEF & KARA RINGDAHL	521 W VERNON AVE	71004990522000	\$75.71
KEVIN MOORE	424 W ALCOTT AVE	71004990599000	\$215.11
LOEWEN HOLDINGS LLC	624 S OAK ST	71004990099000	\$17.52
CORY BUDKE	608 E HAMPDEN AVE	71001990265000	\$59.87
ANNA & TRAVIS FLERCHINGER	612 E HAMPDEN AVE	71001990263000	\$127.35
J. L. PROPERTIES	423 S PECK ST	71001990575000	\$29.78
MONICA TORRES	809 RIVERSIDE CT	71001990417000	\$48.40
ROBERT LINK	731 RIVERSIDE CT	71001990420900	\$81.11
JOHN MOLTER	729 RIVERSIDE CT	71001990421000	\$138.75
FERGUS APOTHECARY	113 E LINCOLN AVE	71002990191000	\$88.30
RAINBOW CLEANING CENTER	112 E WASHINGTON AVE	71001990134000	\$871.90
ALLAN KELLER	217 W WASHINGTON AVE	71004990038000	\$99.36
2 X 4 PROPERTY MANAGEMENT	502 S COURT ST	71004990062000	\$91.27
DUTCHMEN ENTERPRISES	333 FRIBERG AVE	71002990818000	\$41.63
JOHN ANGUS	510 N CLEVELAND AVE	71002990875000	\$19.04
EMPIRE CAPITAL LLC	404 N CLEVELAND AVE	71002990840000	\$70.46
JAMIE HUTCHINS	412 E MOUNT FAITH AVE	71002990835000	\$629.39
FRANK ROBLES	715 N CLEVELAND AVE	71002990719000	\$28.07
SIMON ERLANDSON	909 N CLEVELAND AVE	71002500051000	\$18.33
EMPIRE CAPITAL LLC	222 E FRANKLIN AVE	71002990725000	\$165.59
GINNY LOGAN	716 E LAKESIDE DR	71002990728000	\$132.04
DUTCHMEN ENTERPRISES	103 E SUMMIT AVE	71002990788000	\$15.23
H5LLC, LLC	127 E SUMMIT AVE	71002990786000	\$31.98
STOCK PROPERTIES	216 W LINCOLN AVE APT 1	71003990250000	\$83.29
UNION PLAZA	225 W LINCOLN AVE	71003990304000	\$150.38
B'DOZEN RIVERFRONT	219 W LINCOLN AVE	71003990301000	\$494.88
LINCARE INC.	202 W CAVOUR AVE	71003991883000	\$212.42
COREVIS INVESTMENTS	118 W SUMMIT AVE	71003991172000	\$71.52
JARVIS GLAS	636 W LINCOLN AVE	71003990908000	\$140.74
WESTRIDGE MALL	2001 W LINCOLN AVE	71003500195030	\$2,081.76
WESTRIDGE MALL	2001 W LINCOLN AVE	71003500195030	\$10,579.87
WESTRIDGE MALL	2001 W LINCOLN AVE	71003500195030	\$935.67
SHANA JOHNSON	729 W LINCOLN AVE	71003500148000	\$42.98

<b>Owner of Record</b>	<b>Property Address</b>	<b>Parcel ID</b>	<b>Amount</b>
COREVIS INVESTMENTS	707 W LINCOLN AVE	71003500144000	\$355.98
EMPIRE CAPITAL LLC	533 W LINCOLN AVE	71003990944000	\$621.44
BOBCAT CAPITAL LTD	528 WESTERN AVE	71003500195015	\$1,917.21
OVERWATCH EMPIRE LLC	162 S TOWER RD	71003991511000	\$183.68
OVERWATCH EMPIRE LLC	164 S TOWER RD	71003991511000	\$378.34
LISA RUNNINGEN	506 W STANTON AVE	71003990956000	\$146.62
KENT BOTHWELL	710 W STANTON AVE	71003500150000	\$181.06
MARK & BRENDA CHRISTOPHERSON	801 W STANTON AVE	71003500006000	\$2,293.96
RUSSELL HABLE	223 S BUSE ST	71003500005000	\$140.96
TSI REAL ESTATE LLC	904 W CAVOUR AVE	71003991231000	\$390.47
JUDY KILDE	1027 W CAVOUR AVE	71003500029000	\$ 99.31
VALERIE KELLER	821 W CAVOUR AVE	71003991288000	\$528.73
J. L. PROPERTIES	729 W CAVOUR AVE	71003991269000	\$299.99
J. L. PROPERTIES	729 W CAVOUR AVE	71003991269000	\$21.96
J. L. PROPERTIES	729 W CAVOUR AVE	71003991269000	\$68.61
MARK HEINTZ	708 W SUMMIT AVE	71003991190000	\$891.79
AB HOUSING LLC	626 W LINDEN ST	71003991119000	\$96.30
BRIAN JORGENSON	634 W LINDEN ST	71003991117000	\$389.28
ALEXIA CROSS	706 W LINDEN ST	71003500103000	\$64.35
DAVID WEINRICH - DWP, LLC	809 W LINDEN ST	71003991195000	\$191.04
THOMAS BOSEK	725 W MAPLE AVE	71003991381000	\$75.61
KEVIN & LORI DIAZ-LANE	511 W MAPLE AVE	71003990837000	\$16.93
RYAN PETERSON	500 SPRUCE ST	71003991017000	\$635.26
BRADY YOUNG	514 W LAUREL ST	71003991076000	\$171.31
BEN SALAZAR JR	612 W LAUREL ST	71003991039000	\$126.98
STEPHEN & SARAH MOLINE	521 N BROADWAY	71003991037000	\$100.58
STEPHANIE HENSCH-TELL	725 W 7TH AVE	71003991375002	\$149.33
ZACHARIAH SCHROM	917 N BUSE ST	71003991336000	\$16.74
ALEX & BERKLEY PAJARI	705 W BEECH AVE	71003991341000	\$75.79
DAVID WEINRICH - DWP, LLC	423 W CEDAR AVE	71003990401000	\$199.34
KAITLYN WALSH & AARON DRAKE	304 N VINE ST	71003990534000	\$23.92
PATRICK HAUGE	1119 N OAK ST	71003990709001	\$470.84
WASTEOLGY GROUP(UPS)	1515 N 1ST AVE	71003991430004	\$355.41
GOODNEIGHBORS THE COTTAGE LLC	1639 COTTAGE DR N	71003991872000	\$782.07
AMBER HUBEN	839 N UNION AVE	71003990587000	\$369.81
TRAVIS SAMP	920 N PARK ST	71002990288000	\$12.20
SAMUEL HERZOG	1234 N PARK ST	71002990354000	\$106.93
SEAN STENSETH	1115 N PARK ST	71003990416000	\$884.54
LUCAS GERVAIS	915 N ADA AVE	71002990281000	\$11.19
AGNES JORGENSON	307 E BEECH AVE	71002991086000	\$82.68
W.M. ANDERSON LLC	209 E BEECH AVE	71002990391000	\$401.52
ANNALISE & RYAN SMITH	336 E CHERRY AVE	71002991081000	\$75.25
FORESTE LARSEN	1222 N LAKE ST	71002990335000	\$80.62
NICHOLA WELDE	104 W FIR AVE	71002990642000	\$105.06
TONY SCHRANTZ	1234 N MARIEN ST	71002990309001	\$83.45
CECIL MOSHER	1002 N CLEVELAND AVE	71002991087001	\$17.70
JARED & MICHAELA TRANGSRUD	1217 N CLEVELAND AVE	71002990313001	\$131.72

<b>Owner of Record</b>	<b>Property Address</b>	<b>Parcel ID</b>	<b>Amount</b>
RYAN & ERIN HINTZ	115 ORIOLE DR	71002991407000	\$396.13
RANDY HALVORSON	204 E HILLSIDE AVE	71002991799000	\$74.29
JADE ANDERSON	623 E BEECH AVE	71002990762002	\$19.73
JARED & MICHAELA TRANGSRUD	401 E BEECH AVE	71002991075000	\$897.63
SCOTT & ANGELA CHRISTISON	822 E SUMMIT AVE	71002990949000	\$237.21
TODD SCHROEDER	622 E HIGHLAND AVE	71002990893000	\$49.65
CB PROPERTIES LLC	1001 E SUMMIT AVE	71002500103000	\$194.64
ARLON KIMBER	716 E MOUNT FAITH AVE	71002990911000	\$35.48
AMELINDA HENDRICKX	814 E MOUNT FAITH AVE	71002990960000	\$69.72
NORTH WIND PREM PROP LLC ETAL	1016 E MOUNT FAITH AVE	71002500084000	\$77.19
VALERIE THOMPSON	1700 MAIN ST	71002990765002	\$72.97
JOY CLEARY	1119 E MOUNT FAITH AVE	71002991462000	\$184.47
SHANA GUTZMER	602 SPRINGEN AVE	71002500073000	\$43.69
JUDY JACOBS	629 SPRINGEN AVE	71002990684001	\$12.21
JACOB & ALYSSA FREMONT	1304 N CLEVELAND AVE	71002500016000	\$57.24
AMANDA SAINT	2305 LAKEVIEW DR	71002991453000	\$138.55
LUTHERAN BRETHERN WOODLAND LOD	394 WOODLAND DR	71002991917002	\$1,139.96
RONALD DRAGER	2203 ARROWWOOD CT	71002991591000	\$48.20
COREY & KARI GULLICKSON	502 N ANN ST	71002990303000	\$10.85
COUNTRY MANOR	FERGUS FALLS MN 56537	71001500090001	\$1,109.20
DRM WASTE MANAGEMENT	623 FRONTIER DR	71003991442000	\$823.71
RUBICON - WALMART STORES	3300 STATE HIGHWAY 210 W	71003991543000	\$4,462.87
PREMIER LABOR GROUP	1205 W LINCOLN AVE	71003990852000	\$851.00
SLT SUBS LLC	3302 STATE HIGHWAY 210 W	71003991541000	\$27.66
DANIEL & CHRISTINE LAWSON	803 S WOODLAND DR	71002992039000	\$488.21
MEGAN DESCHENE	612 WOODLAND LOOP	71002992042000	\$119.46
ASHLEY ASCHNEWITZ	715 N WOODLAND DR	71002992108000	\$324.78
BRIAN BOWMAN	2106 PEBBLE LAKE RD	71001500078009	\$160.60
			\$56,904.91

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William K. Sonmor, Finance Director

**ORDINANCE NO. 44, EIGHTH SERIES**

**AN ORDINANCE GRANTING TO OTTER TAIL POWER COMPANY, A DIVISION OF OTTER TAIL CORPORATION, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF FERGUS FALLS, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC WAYS AND PUBLIC GROUNDS OF THE CITY FOR SUCH PURPOSES.**

**The City Council of Fergus Falls, Minnesota ordains:**

Subd. 1.      Hearing. Pursuant to due notice, a hearing was held by the City Council on \_\_\_\_\_, upon the franchise herein granted, and all parties desiring to be heard thereon were afforded such opportunity.

Subd. 2.      Electrical Services Franchise Grant to Otter Tail Power Company, a division of Otter Tail Corporation, a Minnesota corporation, its successors and assigns including all successors or assignees that own or operate any part or parts of its Electric Facilities subject to this Franchise.

**SECTION 1. DEFINITIONS.**

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

**City.** The City of Fergus Falls, Otter Tail County, State of Minnesota.

**City Utility System.** Facilities used for providing public utility service owned or operated by the City or an agency thereof, including sewer, storm sewer, water service, street lighting and traffic signals, but excluding facilities for providing heating, lighting, or other forms of energy.

**Commission.** The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all or part of the authority to regulate electric retail rates now vested in the Minnesota Public Utilities Commission.

**Company.** Otter Tail Power Company, a division of Otter Tail Corporation, a Minnesota corporation, its successors and assigns including all successors or assignees that own or operate any part or parts of the Electric Facilities subject to this franchise.

**Electric Facilities.** Electric transmission and distribution towers, poles, lines, guywires, anchors, conduits, fixtures, and necessary appurtenances owned or operated by the Company for the purpose of providing electric energy for public or private use.

**Notice.** A writing served by any party or parties on any other party or parties. Notice to the Company shall be mailed to \_\_\_\_\_. Notice to the City shall be mailed to 112 West Washington Avenue, Fergus Falls, MN 56537. Any party may change its respective address for the purpose of this Ordinance by written notice to the other parties.

**Public Way.** Any public right-of-way within the City as defined by Minnesota Statutes, Section 237.162, subd. 3.

**Public Ground.** Land owned or otherwise controlled by the City for park, open space or similar public purpose, which is held for use in common by the public and not a Public Way.

## **SECTION 2. ADOPTION OF FRANCHISE.**

2.1. **Grant of Franchise.** The City hereby grants the Company, for a period of 20 years from the date this Ordinance is passed and approved by the City, the right to transmit and furnish electric energy for light, heat and power for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, the Company may construct, operate, repair and maintain Electric Facilities in, on, over, under and across the Public Ways and Public Grounds, subject to the provisions of this Ordinance. The Company may do all reasonable things necessary or customary to accomplish these purposes, subject however, to such reasonable regulations as may be imposed by the City pursuant to ordinance or permit requirements and to the further provisions of this franchise agreement.

2.2. **Effective Date; Written Acceptance.** This franchise shall be in force and effect from and after the passage of this Ordinance and publication as required by law and its acceptance by the Company. If the Company does not file a written acceptance with the City within 60 days after the date the City Council adopts this Ordinance, the City Council by resolution may revoke this franchise, seek its enforcement in a competent jurisdiction or pursue other remedies in law or in equity.

2.3. **Service, Rates and Area.** The service to be provided and the rates to be charged by the Company for electric service in City are subject to the jurisdiction of the Commission. The area within the City in which the Company may provide electric service is subject to the provisions of Minnesota Statutes, Sections 216B.37 - .40.

2.4. **Publication Expense.** The Company shall pay the expense of publication of this Ordinance.

2.5. **Dispute Resolution.** If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within thirty (30) days of the date of written Notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees



and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity.

2.6. **Continuation of Franchise.** If the City and the Company are unable to agree on the terms of a new franchise by the time this franchise expires, this franchise will remain in effect until a new franchise is agreed upon, or until 90 days after the City or the Company serves written Notice to the other party of its intention to allow the franchise to expire. However, in no event shall this franchise continue for more than one year after expiration of the 20-year term set forth in Section 2.1.

### **SECTION 3. LOCATION, OTHER REGULATIONS.**

3.1. **Location of Facilities.** Electric Facilities shall be located, constructed, and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt or interfere with the normal operation of any City Utility System. Electric Facilities may be located on Public Grounds as determined by the City. The Company's construction, reconstruction, operation, repair, maintenance, location, and relocation of Electric Facilities shall be subject to other reasonable regulations of the City consistent with authority granted the City to manage its Public Ways and Public Grounds under state law, to the extent not inconsistent with a specific term of this franchise agreement.

3.2. **Street Openings.** The Company shall not open or disturb the surface of any Public Way or Public Ground for any purpose without first having obtained a permit from the City, if required by a separate ordinance for which the City may impose a reasonable fee. Permit conditions imposed on the Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. The Company may, however, open and disturb the surface of any Public Way or Public Ground without a permit if (i) an emergency exists requiring the immediate repair of Electric Facilities and (ii) the Company gives telephone notice to the City before, if reasonably possible, commencement of the emergency repair. Within two business days after commencing the repair, the Company shall apply for any required permits and pay any required fees.

3.3. **Restoration.** After undertaking any work requiring the opening of any Public Way, the Company shall restore the Public Way in accordance with Minnesota Rules, part 7819.1100 and applicable City ordinances consistent with law. The Company shall restore Public Ground to as good a condition as formerly existed and shall maintain the surface in good condition for six (6) months thereafter. All work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration of the Public Ground at the expense of the Company. The Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.3. The Company shall also post a construction performance

bond consistent with provisions of the Minnesota Rules, parts 7819.3000 and 7819.0100, subpart 6.

3.4. **Shared Use of Poles.** The Company shall make space available on its poles or towers for City fire, water utility, police or other City facilities whenever such use will not interfere with the use of such poles or towers by the Company, by another electric utility, by a telephone utility, or by any cable television company or other form of communication company. In addition, the City shall pay for any added cost incurred by the Company because of such use by City.

3.5. **Avoid Damage to Electric Facilities.** The Company must take reasonable measures to prevent the Electric Facilities from causing damage to persons or property. The Company must take reasonable measures to protect the Electric Facilities from damage that could be inflicted on the Facilities by persons, property, or the elements. The Company must take protective measures when the City performs work near the Electric Facilities, if given reasonable notice by the City of such work prior to its commencement.

3.6. **Notice of Improvements to Streets.** The City must give the Company reasonable written Notice of plans for improvements to Public Ways where the City has reason to believe that Electric Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Ways upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Way is involved, the order in which the work is to proceed. The notice must be given to the Company a sufficient length of time, considering seasonal working conditions, in advance of the actual commencement of the work to permit the Company to make any additions, alterations or repairs to its Electric Facilities the Company deems necessary.

3.7. **Mapping Information.** The Company must promptly provide mapping information for any of its underground Electric Facilities in accordance with Minnesota Rules, parts 7819.4000 and 7819.4100.

#### **SECTION 4. FACILITIES RELOCATION.**

4.1. **Relocation in Public Ways.** The Company shall comply with Minnesota Rules, part 7819.3100 and applicable City ordinances consistent with law.

4.2. **Relocation in Public Grounds.** The City may require the Company at the Company's expense to relocate or remove its Electric Facilities from Public Ground upon a finding by the City that the Electric Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground. Such relocation shall comply with applicable ordinances consistent with law.

4.3. **Projects with Federal Funding.** Relocation, removal, or rearrangement of any Electric Facilities made necessary because of the extension into or through the City of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46.

## **SECTION 5. TREE TRIMMING.**

Unless otherwise provided in any permit or other reasonable regulation required by the City under separate ordinance, the Company may trim all trees and shrubs in the Public Ways and Public Grounds of the City to the extent the Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance of any Electric Facilities installed hereunder, provided that the Company shall hold the City harmless from any liability arising therefrom.

## **SECTION 6. INSURANCE AND INDEMNIFICATION.**

6.1. **Insurance.** The Company is required to maintain Commercial General Liability Insurance on an occurrence basis protecting it from claims for damages for bodily injury, including death, and for claims for property damage, which may arise from operations under this Ordinance. Insurance minimum limits are as follows:

- \$2,000,000 – per occurrence
- \$4,000,000 – annual aggregate

The following coverages shall be included: Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury Blanket Contractual Liability and Products and Completed Operations Liability.

The City must be endorsed as an Additional Insured.

With the City's consent, which shall not be unreasonably withheld, the Company shall have the option of providing a program of self-insurance to meet its obligation under this Ordinance. In such event, the Company shall submit to the city a Certificate of Self-Insurance or other documents showing proof of its financial responsibility.

6.2. **Indemnity of City.** The Company shall indemnify and hold the City harmless from any and all liability, on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Electric Facilities located in the Public Ways and Public Grounds. The City shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of the Company's plans or work.

6.3. **Defense of City.** In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, the Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to the Company within a period wherein the Company is not prejudiced by lack of such notice. If the Company is required to indemnify and defend, it will thereafter have control of such litigation, but the Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise

available to the City; and the Company, in defending any action on behalf of the City shall be entitled to assert in any action every defense or immunity that the City could assert on its own behalf. This franchise agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

#### **SECTION 7. VACATION OF PUBLIC WAYS.**

The City shall give the Company at least two weeks prior written notice of a proposed vacation of a Public Way. The City and the Company shall comply with Minnesota Rules, 7819.3200 and applicable ordinances consistent with law.

#### **SECTION 8. ABANDONED FACILITIES.**

The Company shall comply with City ordinances, Minnesota Statutes, Sections 216D.01 et seq. and Minnesota Rules, part 7819.3300, as they may be amended from time to time. The Company shall maintain records describing the exact location of all abandoned and retired Facilities within the City, produce such records at the City's request and comply with the location requirements of Section 216D.04 with respect to all Facilities, including abandoned and retired Facilities.

#### **SECTION 9. CHANGE IN FORM OF GOVERNMENT.**

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

#### **SECTION 10. FRANCHISE FEE.**

10.1. **Form.** During the term of the franchise hereby granted, and in addition to permit fees being imposed or that the City has a right to impose, the City may charge the Company a franchise fee. The fee may be (i) a percentage of gross revenues received by the Company for its operations within the City, or (ii) a flat fee per customer based on metered service within the City or on some other similar basis, or (iii) a fee based on units of energy delivered to any class of customers within the corporate limits of the City. The formula for a franchise fee based on units of energy delivered may incorporate both commodity and demand units. The method of imposing the franchise fee, the percentage of revenue rate, or the flat rate based on metered service may differ for each customer class or combine the methods described in (i) - (iii) above in assessing the fee. The City shall seek to use a formula that provides a stable and predictable amount of fees, without placing the Company at a competitive disadvantage. If the Company claims that the City-required fee formula is discriminatory or otherwise places the Company at a competitive disadvantage, the Company shall provide a formula that will produce a substantially similar fee amount to the City and reimburse the City's reasonable fees and costs in reviewing the formula. The City will attempt to accommodate the Company but is under no franchise obligation to adopt the Company-proposed franchise fee formula and such review will not delay the implementation of the City-imposed fee.

10.2. **Separate Ordinance.** The franchise fee shall be imposed by separate ordinance duly adopted by the City Council, which ordinance shall not be adopted until at least thirty (30) days after written notice enclosing such proposed ordinance has been served upon the Company. The fee shall become effective ten (10) days after written notice enclosing such adopted ordinance has been served upon the Company by certified mail.

10.3. **Condition of Fee.** The separate ordinance imposing the fee shall not be effective against the Company unless it lawfully imposes a fee of the same or substantially similar amount on the sale of electric energy within the City by any other electric energy supplier, provided that, as to such supplier, the City has the authority to require a franchise fee.

10.4. **Collection of Fee.** The franchise fee shall be payable not less than quarterly during complete billing months of the period for which payment is to be made. The franchise fee formula may be changed from time to time; however, the change shall meet the same notice requirements and the fee may not be changed more often than annually. Such fee shall not exceed any amount that the Company may legally charge to its customers prior to payment to the City. Such fee is subject to subsequent reductions to account for uncollectibles and customer refunds incurred by the Company. The Company agrees to make available for inspection by the City at reasonable times all records necessary to audit the Company's determination of the franchise fee payments.

10.5. **Continuation of Franchise Fee.** If this franchise expires and the City and the Company are unable to agree upon terms of a new franchise, the franchise fee, if any being imposed by the City at the time this franchise expires, will remain in effect until a new franchise is agreed upon notwithstanding the franchise expiration as provided in section 2.6 above.

## **SECTION 11. SERVICE RELIABILITY, INFRASTRUCTURE REPORTING.**

The Company and the City shall meet annually at a mutually convenient time to discuss items of concern or interest relating to the Company's service reliability in the previous year, compared to other service areas, infrastructure plans for the coming year and other matters raised by the City or the Company. Upon request, the Company shall produce reports comparing its service record in the City to other service areas and provide, among other reasonably required data, System Average Interruption Duration Index (SAIDI), Customers Experiencing Multiple interruptions (CEMI) and municipal pumping station and general customer outage data for the previous year.

## **SECTION 12. PROVISION OF ORDINANCE.**

12.1. **Severability.** Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part; and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part; provided, however, that if the City is unable to enforce its franchise fee provisions for any reason the City will be allowed to amend the franchise agreement to impose a franchise fee pursuant to statute. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

12.2. **Limitation on Applicability.** This Ordinance constitutes a franchise agreement between the City and the Company as the only parties and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

**SECTION 13. AMENDMENT PROCEDURE.**

Either party to this franchise agreement may at any time propose that the agreement be amended. This Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of the Company’s written consent thereto with the City Administrator after City Council adoption of the amendatory ordinance. This amendatory procedure is subject, however, to the City’s police power and franchise rights under Minnesota Statutes, Sections 216B.36 and 301B.01, which rights are not waived hereby.

**SECTION 14. PREVIOUS FRANCHISES SUPERSEDED.**

This franchise supersedes any previous electric franchise granted to Company or its predecessor.

**SECTION 15. EFFECTIVE DATE.**

The effective date of this ordinance shall be the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Ordinance No. 44 adopted by the Fergus Falls City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, an Electrical Services Franchise Grant to Otter Tail Power Company, a division of Otter Tail Corporation, a Minnesota corporation, its successors and assigns including all successors or assignees that own or operate any part or parts of its Electric Facilities subject to the Franchise Agreement.

**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.

**ORDINANCE NO. 45, EIGHTH SERIES**

AN ORDINANCE GRANTING TO GREAT PLAINS NATURAL GAS CO., A DIVISION OF MONTANA-DAKOTA UTILITIES CO., A DELAWARE CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN FACILITIES AND EQUIPMENT FOR THE TRANSPORTATION, DISTRIBUTION, MANUFACTURE AND SALE OF GAS ENERGY FOR PUBLIC AND PRIVATE USE AND TO USE PUBLIC WAYS AND PUBLIC GROUNDS OF THE CITY FOR SUCH PURPOSES; AND PRESCRIBING CERTAIN TERMS AND CONDITIONS THEREOF.

THE CITY OF FERGUS FALLS DOES ORDAIN:

Section 1. Hearing. Pursuant to due notice, a hearing was held by the City Council on \_\_\_\_\_, upon the franchise herein granted, and all parties desiring to be heard thereon were afforded such opportunity.

Section 2. Franchise Agreement - Great Plains Natural Gas Company.

Subd. 1 DEFINITIONS. For purposes of this Ordinance, the following capitalized terms shall have the following meanings:

1.1 CITY. The City of Fergus Falls, County of Otter Tail, State of Minnesota.

1.2 CITY UTILITY SYSTEM. Facilities used for providing public utility service owned or operated by City or agency thereof, including, but not necessarily limited to, sanitary sewer, storm sewer, water service, street lighting, and traffic signals, but excluding facilities for providing heating, lighting, or other forms of energy.

1.3 COMMISSION. The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government that preempts all or part of the authority to regulate gas retail rates now vested in the Minnesota Public Utilities Commission.

1.4 COMPANY. Great Plains Natural Gas Co., a Division of Montana Dakota Utilities Co., a Delaware corporation, its successors and assigns, including all successors or assigns that own or operate any part or parts of the Gas Facilities subject to this franchise.

1.5 EFFECTIVE DATE. The date on which the Ordinance becomes effective under Section 2.2.

1.6 "ENGINEER" means the Fergus Falls City Engineer, or his or her



designee.

1.7 GAS. Natural gas, manufactured gas, mixture of natural gas and manufactured gas or other forms of gas energy.

1.8 GAS FACILITIES. Gas transmission and distribution pipes, mains, lines, ducts, fixtures and all necessary facilities, equipment and appurtenances owned or operated by the Company or its agents for the purpose of providing gas energy for public or private use.

1.9 NOTICE. A writing served by a party or parties on another party or parties. Notice to Company, when required, must be mailed to 909 Airport Rd., PO Box 1457, Bismarck, ND 58502-1457 ATTN: Region Director. Notice to City, when required, must be mailed to 112 Washington Avenue West, Fergus Falls, MN 56537. Any party may change its respective address for the purpose of this Ordinance by written notice to the other parties.

1.10 PUBLIC WAY. Any street, alley or other public right-of-way within the City.

1.11 PUBLIC GROUND. Land owned or otherwise controlled by the City for parks, open space or similar public purpose which is held for use in common by the public.

1.12 "RIGHT-OF-WAY PERMIT" means the permit required by this ordinance and issued pursuant to City's permit ordinance if such exists.

## Subd. 2 FRANCHISE

2.1 GRANT OF FRANCHISE. The City hereby grants Company for a period of twenty (20) years from the date of this Ordinance is passed and approved by the City, the right to import, manufacture, distribute and sell gas for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, Company may construct, operate, repair and maintain Gas Facilities, in, on, over, under and across the Public Ways and Public Grounds subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to ordinance or permit requirements and to the further provisions of this franchise agreement.

2.2 EFFECTIVE DATE, WRITTEN ACCEPTANCE. This franchise shall be in force and effect from and after the passage of this Ordinance and publication as required by law and its acceptance by Company. If Company does not file a written acceptance with the City within 60 days after the date the City Council adopts this Ordinance or otherwise informs the City, at any

time, that the Company does not accept this franchise, the City Council by resolution may revoke this franchise or seek its enforcement in a court of competent jurisdiction.

2.3 NONEXCLUSIVE FRANCHISE. This Ordinance does not grant an exclusive franchise.

2.4 PUBLICATION EXPENSE. Company shall pay the expense of publication of this Ordinance.

2.5 DISPUTE RESOLUTION. If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party must notify the other party of the default and the desired remedy. Notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within thirty (30) days of the written notice, the parties may jointly seek a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within thirty (30) days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity.

2.6 SERVICE AND GAS RATES. The service to be provided and the rates to be charged by Company for gas service in City are subject to the jurisdiction of the Commission.

2.7 CONTINUATION OF FRANCHISE. If the City and the Company are unable to agree on the terms of a new franchise by the time this franchise expires, this franchise will remain in effect until a new franchise is agreed upon, or until ninety (90) days after the City or the Company serves written notice to the other party of its intention to allow the franchise to expire. However, in no event shall this franchise continue for more than one (1) year after expiration of the twenty (20) year term set forth in Section 2.1.

Subd. 3            CONDITIONS OF USE.

3.1 LOCATION OF FACILITIES. Gas Facilities must be located, constructed, installed and maintained so as not to interfere with or disrupt the City Utility System or the safety and convenience of ordinary travel along, over and under Public Ways. Gas facilities may be located on Public Grounds as determined by the City. The Company's construction, reconstruction, operation, repair, maintenance, location and relocation of Gas Facilities is subject to other reasonable ordinances and regulations of the City consistent with authority granted to the City to manage its Public Ways and Public Grounds under state law and to the extent not inconsistent with a specific term of this franchise.

3.2 MAPPING DATA INFORMATION. The City may require Company to provide complete and accurate mapping information for any of its Gas Facilities in accordance with Minnesota Rules, parts 7819.4000 and 7819.4100. Company's mapping information is not intended to be used in lieu of contacting an authorized "one-call" center. The City shall maintain the confidentiality and prevent disclosure of such information to the extent permitted by law and shall execute a data sharing agreement setting forth this obligation to be provided by the Company. Company acknowledges that the City is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Section 13 ("MDPA") and nothing herein shall in any way modify the City's obligations to comply with the MDPA.

3.3 FIELD LOCATION. Field locations for their respective facilities will be provided by the Company and City in accordance with Minnesota Statutes 216D, under the Gopher State One Call system.

3.4 STREET OPENINGS. The Company may not open or disturb the surface of any Public Way or Public Ground without first having obtained a permit, if so required by a separate Ordinance or Resolution of the City, for which the City may impose a reasonable fee. The permit conditions imposed on the Company may not be more burdensome than those imposed on other entities for similar facilities or work. The Company may, however, open and disturb the surface of any Public Way or Public Ground without a permit if (1) an emergency exists requiring the immediate repair of Gas Facilities and (2) the Company gives telephone, email or similar notice to the City before, if possible, commencement of the emergency repair. Within two (2) business days after commencing the repair, the Company must apply for any required permits and pay any required fees. Contact to Gopher State One-Call shall be sufficient notification.

3.5 RESTORATION. After undertaking any work requiring the opening of any Public Way, the Company shall restore the Public Way or Public Ground in accordance with Minnesota Rules, part 7819.1100 and applicable City ordinances consistent with law. The Company shall restore the Public Way or Public Ground to as good a condition as formerly existed, and shall maintain the surface in good condition for one (1) year thereafter. All work must be completed as promptly as weather permits, and if the Company does not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and restore the Public Way or Public Ground, the City may make a demand to the Company to cure. If the parties cannot mutually agree on the type and timing of the repairs within five (5) calendar days, the City has the option to make the restoration at the expense of the Company. Company shall pay to the City the cost of such work done for or performed by the City. This remedy is in addition to any other remedies available to the City for noncompliance with this section: Including; but not limited to, adherence to the requirements of any permits.

3.6 AVOID DAMAGE TO GAS FACILITIES. The Company must take reasonable measures to prevent the Gas Facilities from causing damage to persons or property. The Company must take reasonable measures to protect

the Gas Facilities from damage that could be inflicted on the Gas Facilities by persons, property or the elements. The Company must take protective measures when the City performs work near the Gas Facilities, if given reasonable notice by the City of such work prior to its commencement.

3.7 NOTICE OF IMPROVEMENTS. The City will give the Company reasonable written notice of plans for improvements to Public Ways or Public Ground where the City has reason to believe that Gas Facilities may affect or be affected by the improvement. The notice will contain: (1) the nature and character of the improvements, (2) the Public Ways or Public Grounds upon which the improvements are to be made, (3) the extent of the improvements, (4) the time when the City will start the work, and (5) if more than one Public Way or Public Ground is involved, the order in which the work is to proceed. The notice will be given to the Company a sufficient length of time, considering seasonal working conditions, material availability, labor, and other relevant circumstances, in advance of the actual commencement of the work to permit Company to make any additions, alterations or repairs to its Gas Facilities the Company deems necessary. The Company shall have the right to request additional time in advance of the actual commencement of the work if required to make any necessary additions, alterations or repairs to its Gas Facilities.

Subd. 4 RELOCATIONS.

4.1 RELOCATION OF GAS FACILITIES IN PUBLIC WAYS. The Company shall comply with Minnesota Rules, Part 7819.3100. The City must give notice to the Company that a possible relocation of Gas Facilities is required. The Engineer and Company representatives will meet in an attempt to resolve facilities conflict. To the extent that an alternative to relocation of Gas Facilities which is reasonably acceptable to City cannot be developed, the Company must relocate its Gas Facilities at its own expense, except as otherwise provided herein. The City must give the Company reasonable notice of plans to vacate for a City improvement project, or to grade, regrade or change the alignment of any Public Way or to construct or reconstruct any City Utility System.

4.2 RELOCATION OF GAS FACILITIES IN PUBLIC GROUND. The City may require the Company to relocate Gas Facilities within or remove Gas Facilities from Public Ground or any other property under the control of the City upon a finding by City that the Gas Facilities have become or will become a substantial impairment of the public use or enjoyment to which the Public Ground is or will be put. The relocation or removal will be at the Company's expense, except as otherwise provided herein. The provisions of this Section 4.2 apply only to Gas Facilities constructed in reliance on this franchise and the Company does not waive its rights under an easement or prescriptive right in the Public Ground.

4.3 VACATION OF PUBLIC WAYS. The City must give the company at least two weeks' Notice of the proposed vacation of a Public Way. The City and the Company shall comply with Minnesota Rules, part 7819.3200, as in effect as of the Effective Date of this Franchise.

4.4 PROJECTS WITH FEDERAL FUNDING. Relocation, removal or rearrangement of any Gas Facilities made necessary because of the extension into or through the City of a federally-aided trunk highway project will be governed by the provisions of Minnesota Statutes §161.46.

Subd. 5 INSURANCE AND INDEMNIFICATION.

5.1 INSURANCE. The Company is required to maintain Commercial General Liability Insurance on a claims made basis protecting it from claims for damages for bodily injury, including death, and for claims for property damage, which may arise from operations under this Ordinance. Insurance minimum limits are as follows:

- \$2,000,000 – per occurrence
- \$4,000,000 – annual aggregate

The following coverages shall be included: Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury Blanket Contractual Liability and Products and Completed Operations Liability.

The City must be endorsed as an Additional Insured with respect to claims or liability arising out of Company's operations under this Ordinance but only to the extent of its indemnity obligation herein.

With the City's consent, which shall not be unreasonably withheld, the Company shall have the option of providing a program of self-insurance to meet its obligation under this Ordinance. In such event, the Company shall submit to the City a Certificate of Self-Insurance or other documents showing proof of its financial responsibility.

5.2 INDEMNIFICATION OF CITY. Company shall defend, indemnify and hold harmless the City from any and all liability, losses, claims, proceedings or actions occasioned by the construction, maintenance, repair, inspection of, the issuance of permits for or the operation of the Gas Facilities. The City shall not be defended, indemnified, or held harmless for liability, losses, claims, proceedings or actions arising out of or alleging the City's negligence, including to the extent arising from the City's negligence as to the issuance of permits for or inspection of the Gas Facilities.

5.3 DEFENSE OF CITY. In the event a suit, action, claim or proceeding is brought with respect to the City which is occasioned by the construction, maintenance, repair, inspection of, the issuance of permits for

or the operation of the Gas Facilities, the Company shall, at its sole cost and expense, defend the City in such suit, action, claim or proceeding if written notice thereof is given to the Company within a period of time wherein the Company is not prejudiced by lack of such notice. If the Company is required to defend the City, the Company shall have control of the litigation, but the Company may not settle such litigation without the written consent of the City, which consent shall not be unreasonably withheld.

This section is not, and shall not be interpreted or shall not constitute as to third parties, a waiver of any defense or immunity available to the City. The Company, in defending any suit, action, claim or proceeding on behalf of the City, shall be entitled to assert in such suit, action, claim or proceeding every defense or immunity the City could assert on its own behalf. This franchise agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability pursuant to Minnesota law or statute.

Subd. 6        **SUCCESSORS IN INTEREST.** This Ordinance and the rights and obligations conferred hereby, is binding on and inures to the benefit of the City and its successors and on the Company and its successors and permitted assigns. This Ordinance and the franchise it confers may not be assigned by the Company without the written consent of the City, said consent shall not be unreasonably withheld.

Subd. 7        **FRANCHISE FEE.**

7.1        **Form.** During the term of the franchise hereby granted, and in addition to permit fees being imposed or that the City has a right to impose, the City may charge the Company a franchise fee. The fee may be (i) a percentage of gross revenues received by the Company for its operations within the City, or (ii) a flat fee per customer based on metered service within the City or on some other similar basis, or (iii) a fee based on units of energy delivered to any class of customers within the corporate limits of the City. The formula for a franchise fee based on units of energy delivered may incorporate both commodity and demand units. The method of imposing the franchise fee, the percentage of revenue rate, or the flat rate based on metered service may differ for each customer class or combine the methods described in (i) - (iii) above in assessing the fee.

7.2.        **Separate Ordinance.** The franchise fee shall be imposed by separate ordinance duly adopted by the City Council, which ordinance shall not be adopted until at least thirty (30) days after written notice enclosing such proposed ordinance has been served upon the Company. The Company shall have ninety (90) days after adoption within which to implement any new franchise fee.

7.3.        **Condition of Fee.** The separate ordinance imposing the fee shall not be effective against the Company unless it lawfully imposes a fee of the same or substantially similar amount on the sale of gas energy within the City by any other gas energy supplier, provided that, as to such supplier, the City has the authority or

contractual right to require a franchise fee or similar fee through a previously agreed upon franchise.

7.4. Collection of Fee. The franchise fee shall be payable not less than quarterly during complete billing months of the period for which payment is to be

made. The franchise fee may be changed from time to time, however, the change shall meet the same notice requirements and the fee may not be changed more often than annually. Such fee shall not exceed any amount that the Company may legally charge to its customers prior to payment to the City. Such fee is subject to subsequent reductions to account for uncollectibles and customer refunds incurred by the Company. The Company agrees to make available for inspection by the City at reasonable times all records necessary to audit the Company's determination of the franchise fee payments.

7.5. Continuation of Franchise Fee. If this franchise expires and the City and the Company are unable to agree upon terms of a new franchise, the franchise fee, if any being imposed by the City at the time this franchise expires, will remain in effect until a new franchise is agreed upon notwithstanding the franchise expiration as provided herein.

Subd. 8 ADDITIONS TO CITY AND AREA DEVELOPMENT ZONES.

8.1 ADDITIONS OF TERRITORY. In case any additions of territory are made to the City, Company shall serve all inhabitants of such additional territory in the same manner and on the same terms as those of the territory now within its limits. In the event that such additional service requires extension of the Gas Facilities, such extensions shall be subject to the provisions of the applicable rate schedules and general terms attached to the rate schedules as filed by the Company with the Minnesota Public Utilities Commission, all of which are by reference made part of this franchise. Should said extension of Gas Facilities be deemed by the Company as not economically feasible, Company shall allow a third party to make a contribution in aid of construction in the amount of the difference in cost between the total project cost and the amount that is determined to be financially feasible by the Company. This contribution in aid of construction shall not constitute an ownership position of the Gas Facilities by the contributing third party. Failure on the part of the Company to allow a third party to make such a contribution may be considered a default in the performance hereof, subject to Section 2.5.

Subd. 9 ABANDONED FACILITIES. The Company shall comply with City ordinances, Minnesota Statutes, Section 216D.01 et seq. and Minnesota Rules Part 7819.3300, as they may be amended from time to time. The Company shall maintain records describing the exact location of all abandoned and retired Facilities within the City, produce such records at the City's request and comply with the location requirements of Section 216D.04 with respect to all Facilities, including abandoned and retired Facilities.

Subd. 10 CHANGE IN FORM OF GOVERNMENT. Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

Subd. 11 PREVIOUS FRANCHISES SUPERSEDED. This franchise supersedes and replaces previous franchises granted to the Company or its predecessors.

Subd. 12 AMENDMENTS. Either party to this franchise agreement may at any time propose that the agreement be amended. This Ordinance may be amended at any time through the Parties' mutual agreement by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Administrator within sixty (60) days after the effective date of the amendatory ordinance.

Subd. 13 SEVERABILITY. If any portion of this franchise is found to be unenforceable for any reason, the validity of the remaining provisions will not be affected.

Subd. 14 LIMITATION ON APPLICABILITY. This ordinance constitutes a franchise agreement between the City and Company as the only parties and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof or otherwise give rise to any cause of action in any person not a party hereto.

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

Ordinance No. 45 adopted by the Fergus Falls City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, a Gas Services Franchise Grant to Great Plains Natural Gas Co., a Division of Montana Dakota Utilities Co., a Delaware corporation, its successors and assigns, including all successors or assigns that own or operate any part or parts of the Gas Facilities subject to the Franchise.

Section 4. Effective date. The effective date of this ordinance shall be the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



THIS ORDINANCE was introduced on \_\_\_\_\_, 20\_\_, and adopted by the City Council of the City of Fergus Falls, Minnesota on the \_\_\_\_\_ by the following vote:

AYES:

NAYS:

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

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

**ORDINANCE NO. 46, EIGHTH SERIES**

**AN ORDINANCE GRANTING TO LAKE REGION CO-OP ELECTRICAL ASSOCIATION, A MINNESOTA ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF FERGUS FALLS, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC WAYS AND PUBLIC GROUNDS OF THE CITY FOR SUCH PURPOSES.**

**The City Council of Fergus Falls, Minnesota ordains:**

- Subd. 1. Hearing. Pursuant to due notice, a hearing was held by the City council on \_\_\_\_\_, upon the franchise herein granted, and all parties desiring to be heard thereon were afforded such opportunity.
- Subd. 2 Electrical Services Franchise Grant to Lake Region Co-Op Electrical Association, a Minnesota Association, its successors and assigns including all successors or assignees that own or operate any part or parts of its Electric Facilities subject to this Franchise.

**SECTION 1. DEFINITIONS.**

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

**City.** The City of Fergus Falls, Otter Tail County, State of Minnesota.

**City Utility System.** Facilities used for providing public utility service owned or operated by the City or an agency thereof, including sewer, storm sewer, water service, street lighting and traffic signals, but excluding facilities for providing heating, lighting, or other forms of energy.

**Commission.** The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all or part of the authority to regulate electric retail rates now vested in the Minnesota Public Utilities Commission.

**Company.** Lake Region Co-Op Electrical Association, a Minnesota Association own or operate any part or parts of the Electric Facilities subject to this franchise.

**Electric Facilities.** Electric transmission and distribution towers, poles, lines, guylines, anchors, conduits, fixtures, and necessary appurtenances owned or operated by the Company for the purpose of providing electric energy for public or private use.

**Notice.** A writing served by any party or parties on any other party or parties. Notice to the Company shall be mailed to\_\_\_\_\_. Notice to the City shall be mailed to 112 West Washington Avenue, Fergus Falls, MN 56537. Any party may change its respective address for the purpose of this Ordinance by written notice to the other parties.

**Public Way.** Any public right-of-way within the City as defined by Minnesota Statutes, Section 237.162, subd. 3.

**Public Ground.** Land owned or otherwise controlled by the City for park, open space or similar public purpose, which is held for use in common by the public and not a Public Way.

## **SECTION 2. ADOPTION OF FRANCHISE.**

2.1. **Grant of Franchise.** The City hereby grants the Company, for a period of 20 years from the date this Ordinance is passed and approved by the City, the right to transmit and furnish electric energy for light, heat and power for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, the Company may construct, operate, repair and maintain Electric Facilities in, on, over, under and across the Public Ways and Public Grounds, subject to the provisions of this Ordinance. The Company may do all reasonable things necessary or customary to accomplish these purposes, subject however, to such reasonable regulations as may be imposed by the City pursuant to ordinance or permit requirements and to the further provisions of this franchise agreement.

2.2. **Effective Date; Written Acceptance.** This franchise shall be in force and effect from and after the passage of this Ordinance and publication as required by law and its acceptance by the Company. If the Company does not file a written acceptance with the City within 60 days after the date the City Council adopts this Ordinance, the City Council by resolution may revoke this franchise, seek its enforcement in a competent jurisdiction or pursue other remedies in law or in equity.

2.3. **Service, Rates and Area.** The service to be provided and the rates to be charged by the Company for electric service in City are subject to the jurisdiction of the Commission. The area within the City in which the Company may provide electric service is subject to the provisions of Minnesota Statutes, Sections 216B.37 - .40.

2.4. **Publication Expense.** The Company shall pay the expense of publication of this Ordinance.

2.5. **Dispute Resolution.** If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within thirty (30) days of the date of written Notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the

dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity.

2.6. **Continuation of Franchise.** If the City and the Company are unable to agree on the terms of a new franchise by the time this franchise expires, this franchise will remain in effect until a new franchise is agreed upon, or until 90 days after the City or the Company serves written Notice to the other party of its intention to allow the franchise to expire. However, in no event shall this franchise continue for more than one year after expiration of the 20-year term set forth in Section 2.1.

### **SECTION 3. LOCATION, OTHER REGULATIONS.**

3.1. **Location of Facilities.** Electric Facilities shall be located, constructed, and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt or interfere with the normal operation of any City Utility System. Electric Facilities may be located on Public Grounds as determined by the City. The Company's construction, reconstruction, operation, repair, maintenance, location, and relocation of Electric Facilities shall be subject to other reasonable regulations of the City consistent with authority granted the City to manage its Public Ways and Public Grounds under state law, to the extent not inconsistent with a specific term of this franchise agreement.

3.2. **Street Openings.** The Company shall not open or disturb the surface of any Public Way or Public Ground for any purpose without first having obtained a permit from the City, if required by a separate ordinance for which the City may impose a reasonable fee. Permit conditions imposed on the Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. The Company may, however, open and disturb the surface of any Public Way or Public Ground without a permit if (i) an emergency exists requiring the immediate repair of Electric Facilities and (ii) the Company gives telephone notice to the City before, if reasonably possible, commencement of the emergency repair. Within two business days after commencing the repair, the Company shall apply for any required permits and pay any required fees.

3.3. **Restoration.** After undertaking any work requiring the opening of any Public Way, the Company shall restore the Public Way in accordance with Minnesota Rules, part 7819.1100 and applicable City ordinances consistent with law. The Company shall restore Public Ground to as good a condition as formerly existed and shall maintain the surface in good condition for six (6) months thereafter. All work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration of the Public Ground at the expense of the Company. The Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.3. The Company shall also post a construction performance

bond consistent with provisions of the Minnesota Rules, parts 7819.3000 and 7819.0100, subpart 6.

3.4. **Shared Use of Poles.** The Company shall make space available on its poles or towers for City fire, water utility, police or other City facilities whenever such use will not interfere with the use of such poles or towers by the Company, by another electric utility, by a telephone utility, or by any cable television company or other form of communication company. In addition, the City shall pay for any added cost incurred by the Company because of such use by City.

3.5. **Avoid Damage to Electric Facilities.** The Company must take reasonable measures to prevent the Electric Facilities from causing damage to persons or property. The Company must take reasonable measures to protect the Electric Facilities from damage that could be inflicted on the Facilities by persons, property, or the elements. The Company must take protective measures when the City performs work near the Electric Facilities, if given reasonable notice by the City of such work prior to its commencement.

3.6. **Notice of Improvements to Streets.** The City must give the Company reasonable written Notice of plans for improvements to Public Ways where the City has reason to believe that Electric Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Ways upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Way is involved, the order in which the work is to proceed. The notice must be given to the Company a sufficient length of time, considering seasonal working conditions, in advance of the actual commencement of the work to permit the Company to make any additions, alterations or repairs to its Electric Facilities the Company deems necessary.

3.7. **Mapping Information.** The Company must promptly provide mapping information for any of its underground Electric Facilities in accordance with Minnesota Rules, parts 7819.4000 and 7819.4100.

#### **SECTION 4. FACILITIES RELOCATION.**

4.1. **Relocation in Public Ways.** The Company shall comply with Minnesota Rules, part 7819.3100 and applicable City ordinances consistent with law.

4.2. **Relocation in Public Grounds.** The City may require the Company at the Company's expense to relocate or remove its Electric Facilities from Public Ground upon a finding by the City that the Electric Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground. Such relocation shall comply with applicable ordinances consistent with law.

4.3. **Projects with Federal Funding.** Relocation, removal, or rearrangement of any Electric Facilities made necessary because of the extension into or through the City of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46.

## **SECTION 5. TREE TRIMMING.**

Unless otherwise provided in any permit or other reasonable regulation required by the City under separate ordinance, the Company may trim all trees and shrubs in the Public Ways and Public Grounds of the City to the extent the Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance of any Electric Facilities installed hereunder, provided that the Company shall hold the City harmless from any liability arising therefrom.

## **SECTION 6. INSURANCE AND INDEMNIFICATION.**

6.1. **Insurance.** The Company is required to maintain Commercial General Liability Insurance on an occurrence basis protecting it from claims for damages for bodily injury, including death, and for claims for property damage, which may arise from operations under this Ordinance. Insurance minimum limits are as follows:

- \$2,000,000 – per occurrence
- \$4,000,000 – annual aggregate

The following coverages shall be included: Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury Blanket Contractual Liability and Products and Completed Operations Liability.

The City must be endorsed as an Additional Insured.

With the City's consent, which shall not be unreasonably withheld, the Company shall have the option of providing a program of self-insurance to meet its obligation under this Ordinance. In such event, the Company shall submit to the city a Certificate of Self-Insurance or other documents showing proof of its financial responsibility.

6.2. **Indemnity of City.** The Company shall indemnify and hold the City harmless from any and all liability, on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Electric Facilities located in the Public Ways and Public Grounds. The City shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of the Company's plans or work.

6.3. **Defense of City.** In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, the Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to the Company within a period wherein the Company is not prejudiced by lack of such notice. If the Company is required to indemnify and defend, it will thereafter have control of such litigation, but the Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise

available to the City; and the Company, in defending any action on behalf of the City shall be entitled to assert in any action every defense or immunity that the City could assert on its own behalf. This franchise agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

#### **SECTION 7. VACATION OF PUBLIC WAYS.**

The City shall give the Company at least two weeks prior written notice of a proposed vacation of a Public Way. The City and the Company shall comply with Minnesota Rules, 7819.3200 and applicable ordinances consistent with law.

#### **SECTION 8. ABANDONED FACILITIES.**

The Company shall comply with City ordinances, Minnesota Statutes, Sections 216D.01 et seq. and Minnesota Rules, part 7819.3300, as they may be amended from time to time. The Company shall maintain records describing the exact location of all abandoned and retired Facilities within the City, produce such records at the City's request and comply with the location requirements of Section 216D.04 with respect to all Facilities, including abandoned and retired Facilities.

#### **SECTION 9. CHANGE IN FORM OF GOVERNMENT.**

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

#### **SECTION 10. FRANCHISE FEE.**

10.1. **Form.** During the term of the franchise hereby granted, and in addition to permit fees being imposed or that the City has a right to impose, the City may charge the Company a franchise fee. The fee may be (i) a percentage of gross revenues received by the Company for its operations within the City, or (ii) a flat fee per customer based on metered service within the City or on some other similar basis, or (iii) a fee based on units of energy delivered to any class of customers within the corporate limits of the City. The formula for a franchise fee based on units of energy delivered may incorporate both commodity and demand units. The method of imposing the franchise fee, the percentage of revenue rate, or the flat rate based on metered service may differ for each customer class or combine the methods described in (i) - (iii) above in assessing the fee. The City shall seek to use a formula that provides a stable and predictable amount of fees, without placing the Company at a competitive disadvantage. If the Company claims that the City-required fee formula is discriminatory or otherwise places the Company at a competitive disadvantage, the Company shall provide a formula that will produce a substantially similar fee amount to the City and reimburse the City's reasonable fees and costs in reviewing the formula. The City will attempt to accommodate the Company but is under no franchise obligation to adopt the Company-proposed franchise fee formula and such review will not delay the implementation of the City-imposed fee.

10.2. **Separate Ordinance.** The franchise fee shall be imposed by separate ordinance duly adopted by the City Council, which ordinance shall not be adopted until at least thirty (30) days after written notice enclosing such proposed ordinance has been served upon the Company. The fee shall become effective ten (10) days after written notice enclosing such adopted ordinance has been served upon the Company by certified mail.

10.3. **Condition of Fee.** The separate ordinance imposing the fee shall not be effective against the Company unless it lawfully imposes a fee of the same or substantially similar amount on the sale of electric energy within the City by any other electric energy supplier, provided that, as to such supplier, the City has the authority to require a franchise fee.

10.4. **Collection of Fee.** The franchise fee shall be payable not less than quarterly during complete billing months of the period for which payment is to be made. The franchise fee formula may be changed from time to time; however, the change shall meet the same notice requirements and the fee may not be changed more often than annually. Such fee shall not exceed any amount that the Company may legally charge to its customers prior to payment to the City. Such fee is subject to subsequent reductions to account for uncollectibles and customer refunds incurred by the Company. The Company agrees to make available for inspection by the City at reasonable times all records necessary to audit the Company's determination of the franchise fee payments.

10.5. **Continuation of Franchise Fee.** If this franchise expires and the City and the Company are unable to agree upon terms of a new franchise, the franchise fee, if any being imposed by the City at the time this franchise expires, will remain in effect until a new franchise is agreed upon notwithstanding the franchise expiration as provided in section 2.6 above.

## **SECTION 11. SERVICE RELIABILITY, INFRASTRUCTURE REPORTING.**

The Company and the City shall meet annually at a mutually convenient time to discuss items of concern or interest relating to the Company's service reliability in the previous year, compared to other service areas, infrastructure plans for the coming year and other matters raised by the City or the Company. Upon request, the Company shall produce reports comparing its service record in the City to other service areas and provide, among other reasonably required data, System Average Interruption Duration Index (SAIDI), Customers Experiencing Multiple interruptions (CEMI) and municipal pumping station and general customer outage data for the previous year.

## **SECTION 12. PROVISION OF ORDINANCE.**

12.1. **Severability.** Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part; and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part; provided, however, that if the City is unable to enforce its franchise fee provisions for any reason the City will be allowed to amend the franchise agreement to impose a franchise fee pursuant to statute. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.



12.2. **Limitation on Applicability.** This Ordinance constitutes a franchise agreement between the City and the Company as the only parties and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

**SECTION 13. AMENDMENT PROCEDURE.**

Either party to this franchise agreement may at any time propose that the agreement be amended. This Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of the Company’s written consent thereto with the City Administrator after City Council adoption of the amendatory ordinance. This amendatory procedure is subject, however, to the City’s police power and franchise rights under Minnesota Statutes, Sections 216B.36 and 301B.01, which rights are not waived hereby.

**SECTION 14. PREVIOUS FRANCHISES SUPERSEDED.**

This franchise supersedes any previous electric franchise granted to Company or its predecessor.

**SECTION 15. EFFECTIVE DATE.**

The effective date of this ordinance shall be the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Ordinance No. 46 adopted by the Fergus Falls City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, an Electrical Services Franchise Grant to Lake Region Co-Op Electrical Association, a Minnesota association, its successors and assigns including all successors or assignees that own or operate any part or parts of its Electric Facilities subject to the Franchise Agreement.

**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.



## Council Action Recommendation

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Page 1 of 1

**Meeting Date:** November 20, 2023

**Subject:** 2024 Community Arena Agreements - Exhibit A

**Recommendation:** Approve Exhibit A for the Community Arena user agreements.

**Background/Key Points:**

The following is the payment section from the Community Arena user agreements:

Payment. Grantee agrees to pay to the Grantor an annual user fee in the amount as determined by Grantor through Grantor's annual budgeting process. The annual user fee during the initial term of this Agreement is set forth on the attached EXHIBIT A. Grantee agrees to pay the annual user fee on a monthly schedule which shall be due and payable on or before the first day of January, February, March, October, November, and December of each year during each term of this Agreement. The annual fee to be paid by Grantee to Grantor is based upon the minimum hours of arena and facility use for each vendee listed in paragraph 6 below. The Grantee agrees to pay to Grantor an annual user fee for all renewal terms in such amounts as determined by Grantor through Grantor's annual budgeting process.

**Budgetary Impact:** The user groups held meetings during 2023 and agreed to the hourly rates for the contract hours included within the user agreements. The use of hourly rates changed the percentage for ISD #544 from 33% down to 29% and increased the percentage for the Fergus Falls Hockey Association from 38% to 42%. The percentage for the Fergus Falls Skating Club and the City of Fergus Falls stayed the same at 11.5% and 17.5% respectively.

**Originating Department:** Finance

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

**Attachments:** Community Arena Agreement Exhibit A

**2024 Exhibit A**

Licensee shall have the right to use the Facilities for the costs as noted below:

Season: January 1, 2024 - March 31, 2024 and October 1, 2024 - December 31, 2024

2024 Community Arena Expenditure Budget	\$667,031
Less: Estimated Summer Ice	(111,159)
City Portion (17.5%)	(97,278)
Difference	(9,569)
User Groups Contract for Winter Season	<u>\$449,025</u>

Organization	Contract Hours	Hourly Rate	Annual User Fee	Monthly Payment	Percentage
ISD #544	700	\$225	\$157,500	\$26,250	29.00%
Fergus Falls Hockey Association	1,240	185	229,400	38,233	42.00%
Fergus Falls Skating Club	355	175	<u>62,125</u>	10,354	11.50%
Total			<u>\$449,025</u>		
Overage Rate		\$175			

Notices:

City of Fergus Falls Attn: City Administrator 112 West Washington Avenue Fergus Falls, MN 56537	Independent School District No. 544 Attn: Business Manager 601 Randolph Avenue Fergus Falls, MN 56537
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Fergus Falls Hockey Association Attn: President P.O. Box 691 Fergus Falls, MN 56538	Fergus Falls Figure Skating Club Attn: President P.O. Box 931 Fergus Falls, MN 56538
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## RESOLUTION ALLOWING CLAIMS &amp; ORDERING PAYMENT THEREOF

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

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

## General

AT&T MOBILITY	DATA PLANS/FIRE CHIEF PHONE	49.77
AT&T MOBILITY	DATA PLANS/PREVENTION CHIEF	44.73
AT&T MOBILITY	DATA PLANS/TRAINING CHIEF	44.73
AT&T MOBILITY	IPADS & CELL PHONE DATA	357.07
ADMINISTRATOR'S CONTINGENCY FD	IT CONTRACTOR LICENSE APPLICAT	100.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND OVERPAYMENT-SPECIAL ASS	9.83
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PAVILION DEPOSIT-LIFE	100.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PAVILION DEPOSIT-ROSENT	100.00
ADMINISTRATOR'S CONTINGENCY FD	WELCOMING COMMUNITIES SPEAKER	300.00
ARAMARK UNIFORM SERVICES	OCTOBER LINEN SUPPLY	938.04
ARAMARK	NOVEMBER LINEN SUPPLY	36.46
SEAN ANDERSON	CLEANING WEEKS OF OCT 23-20	436.08
ASPEN MILLS INC	ONSTAD UNIFORM PURCHASE	125.61
CHARTER COMMUNICATIONS	11/02-12/01/23 CABLE	44.88
CHARTER COMMUNICATIONS	11/04-12/03/23 CABLE	52.62
CHARTER COMMUNICATIONS	11/13-12/12/23 INTERNET	129.99
CHARTER COMMUNICATIONS	11/13-12/12/23 IP ADDRESS	19.99
COLE PAPERS INC	CLEANING SUPPLIES	562.61
COMMISSIONER OF REVENUE	2023 OCTOBER SALES TAX	61,531.00
COMSTOCK CONSTRUCTION INC	FIRE STATION DOORS	1,902.90
COOPERS TECHNOLOGY GROUP	LARGE CLIPS,RIBBONS,NOTE PADS	133.97
COOPERS TECHNOLOGY GROUP	NOVEMBER CREDIT-BILLED WRONG	12.00-
DAILY JOURNAL	NOVEMBER PUBLISH ORDINANCE #51	126.32
DAILY JOURNAL	OCT FRANCHISE FEE OPEN HOUSE	514.76
DEPT. OF LABOR AND INDUSTRY	COMM ARENA ELEVATOR ANNUAL OP	100.00
DEPT. OF LABOR AND INDUSTRY	OCT FIRE DEPT PRESSURE VESSEL	10.00
DEPT. OF LABOR AND INDUSTRY	PRESSURE VESSEL CITY HALL	20.00
ELLINGSON PLUMBING, HEATING,	NOV BOILER SWITCH PARTS	127.70
EMPLOYEES INSURANCE TRUST FUND	NOVEMBER HEALTH INSURANCE	103,482.34
EMPLOYEES INSURANCE TRUST FUND	NOVEMBER LIFE INSURANCE	2,812.54
EQUIPMENT FUND	OCT FUEL CHARGES #3002	111.85

## General

EQUIPMENT FUND	OCT FUEL CHARGES #3006	41.74
EQUIPMENT FUND	OCT FUEL CHARGES #3040	60.72
EQUIPMENT FUND	OCT FUEL CHARGES #3041	75.08
EQUIPMENT FUND	OCT FUEL CHARGES #3042	40.94
EQUIPMENT FUND	OCT REPAIRS/SERVICE #3006	200.78
FASTENAL COMPANY	NOV STOCK HARDWARE ORDER ARENA	175.34
FASTENAL COMPANY	NOV 1/4" FENDER WASHERS ARENA	7.75
F.F. AREA CHAMBER OF COMMERCE	OCT MTG ROOM RENTAL-FF REFRESH	320.00
FERGUS FALLS CONVENTION &	SEP 2023 LODGING TAX	19,530.02
FERGUS FALLS CONVENTION &	SEP 2023 LODGING TAX ADMIN	585.90-
GALLS LLC	RENNER UNIFORM PURCHASE	193.41
GALLS LLC	SILBERNAGEL UNIFORM PURCHASE	174.53
GALLS LLC	YOUNG VEST CARRIER	245.83
GENERAL FUND	OCTOBER COPIER USE	447.20
GENERAL FUND	OCTOBER LONG DISTANCE CHARGES	103.67-
GENERAL FUND	OCTOBER POSTAGE USE	266.48
GENERAL FUND	TRANSFER OCTOBER COPIER USE	634.94-
GENERAL FUND	TRANSFER OCTOBER POSTAGE USE	656.72-
NAPA AUTO PARTS - FERGUS FALLS	NOVEMBER SMALL ENGINE FUEL	18.22
GOODIN COMPANY	FLUSH VALVES	1,439.93
GOODIN COMPANY	OCT 1" PEX PRESS MALE ADPT	121.68
GOODIN COMPANY	PARTS KITS	368.55
GOODIN COMPANY	RETURN MALE ADAPTERS	121.68-
GOODIN COMPANY	1" PEX PRESS X MALE ADPT	121.68
GRAINGER INC	PLEATED AIR FILTERS	257.16
GRAND FORKS FIRE EQUIPMENT LLC	MARCH STRUCTURE BOOTS FOR #40	566.80
HIGH POINT NETWORKS LLC	AZURE ACTIVE DIRECTORY PREMIUM	747.00
HIGH POINT NETWORKS LLC	HPN MONTHLY M365/GSUITE BACKUP	228.00
HIGH POINT NETWORKS LLC	OFFICE 365 G3 GCC	1,909.00
HIGH POINT NETWORKS LLC	PROJECT PLAN 3 FOR GCC	30.00
HIGH POINT NETWORKS LLC	VISIO PLAN 2 FOR GCC	45.00
HIRERIGHT LLC	NOV BACKGROUND CHECK (FOSSAN)	11.75
HOME DEPOT CREDIT SERVICES	NOV REPAIR TAPE PARKING RAMP	14.98
HOME DEPOT CREDIT SERVICES	NOVEMBER CABLE TIES	7.98
HOME DEPOT CREDIT SERVICES	NOVEMBER PAINT & BRUSH	27.45
HOME DEPOT CREDIT SERVICES	NOVEMBER 4" DWV CLEANOUT PLUG	6.14
HOME DEPOT CREDIT SERVICES	OCT HOSE REEL,RATCHET W/HOOK	170.27
JOHNSTONE SUPPLY	NOV PLEATED FILTERS	504.00
LAKE AREA DOCKS & LIFTS INC	LEG POCKET QC ADD ON	56.00
LAKE AREA DOCKS & LIFTS INC	2X2X2 TAN CAP	70.00
LAKE REGION ELECTRIC COOP	OCT/SNOW REMOVAL/EQUIP BLDG	147.48
LAKE REGION ELECTRIC COOP	OCTOBER ELECTRICITY EXPENSE	2,318.48
LEIGHTON BROADCASTING	OCTOBER ADS-FRANCHISE FEES	517.50

## General

VICTOR LUNDEEN COMPANY	WELCOMING COMMUNITIES POSTERS	30.00
M-R SIGN COMPANY INC	JUNE BICYCLE PLAYGROUND SIGNS	1,347.22
MARCO TECHNOLOGIES LLC	10/27-11/27/23 COPIER RENT	783.69
MIDLAND DOOR SOLUTIONS	AUG LABOR REPAIR/MOBILIZATION	562.50
MIDLAND DOOR SOLUTIONS	OCT LABOR REPAIR/MOBILIZATION	600.00
ANDREW MILLER	OCT ROOF DE-ICING CABLE KITS	71.18
MINNKOTA ENVIROSERVICES INC	OCTOBER SHREDDING SERVICES	130.74
MINNKOTA ENVIROSERVICES INC	SHREDDING OCTOBER	47.20
NOVA FIRE PROTECTION, LLC	ANNUAL SPRINKLER INSPECTION	160.00
NYCKLEMOE & ELLIG, P.A.	NOVEMBER PROSECUTING SERVICES	9,492.50
OTTER TAIL POWER COMPANY	OCTOBER ELECTRICITY EXPENSE	39,705.75
OTTER TAIL POWER COMPANY	SEPTEMBER FOOD WASTE DROP-OFF	163.42
OTTER TAIL POWER COMPANY	SEPTEMBER WINTER IS ON ITS WAY	163.41
OTTER TAIL TELCOM	NOV. TELEPHONE LINES	2,495.75
OTTER TAIL TELCOM	NOVEMBER ADDITIONAL LINE - ENG	10.00
OTTER TAIL TELCOM	NOVEMBER TELEPHONE EXPENSE	786.15
OTTER TAIL TELCOM	NOVEMBER TELEPHONE LINES PD	273.01
OTTER TAIL TELCOM	OCTOBER LONG DISTANCE	5.27
OTTER TAIL TELCOM	BROADWORKS PHONE TRAINING	5,500.00
OTTER TAIL TELCOM	GRANDSTREAM ATA UNITS	525.00
OTTER TAIL TELCOM	OPTIMA CP965 CONF PHONES	3,354.00
OTTER TAIL TELCOM	POE NETWORK INJECTOR TP-LINK	34.95
OTTER TAIL TELCOM	SNGM PA1 INTERCOM SYS	225.00
OTTER TAIL TELCOM	VODAVI 2801 BLACK PHONES	396.00
OTTER TAIL TELCOM	WIRING & PATCH CABLES RJ45	350.00
OTTER TAIL TELCOM	YEALINK EXP MICS CP965	996.00
OTTER TAIL TELCOM	YEALINK PHONES	29,146.00
PEMBERTON LAW, P.L.L.P.	OCTOBER 2023 LEGAL SERVICES	33.00
POLICE DEPT CONTINGENCY FUND	BERGREN UNIFORM PURCHASE	163.23
POLICE DEPT CONTINGENCY FUND	HAKEN UNIFORM PURCHASE	169.98
PRO-WEST & ASSOCIATES, INC	OCTOBER SUPPORT PORTAL LOGIN	41.07
BRENT SCHLESKE	2023 SAFETY BOOT REIMBURSEMENT	236.45
GLEN SIMON	2023 SAFETY BOOT REIMBURSEMENT	95.00
SKY CREW SERVICES, LLC	DECEMBER MANAGMENT FEES	3,500.00
SPEE*DEE DELIVERY SERVICE INC	STANDARD SHIPPING	56.27
SWANSTON EQUIPMENT CO	NOV RENT BRUSHCAT PARK & REC	275.00
SWANSTON EQUIPMENT CO	NOV RENT ROLLER SAND/SALT SHED	450.00
TANGENT COMPUTERS INC	EMAIL DOMAIN TRANSITION SVCS	1,850.00
TANGENT COMPUTERS INC	EMAIL MIGRATION TO CITY	2,250.00
T-MOBILE	IPAD DATA PLANS	126.45
VERIZON WIRELESS	CELL/AIR CARDS 10/2-11/1	1,074.96
WEX	OCT FLEX/HSA PART FEE	145.20
THE WILSON BOHANNAN COMPANY	NOV #2 CITY PADLOCKS	133.40

## General

WORKFORCE DEVELOPMENT SOLUTION	FIRE APPARATUS OPERATOR REFRES	925.00
	F U N D   T O T A L	312,575.50

## P.A. General

ATLAS OUTDOOR SERVICES LLC	NOVEMBER/CBHH SNOW/LAWN CARE	1,000.00
COMSTOCK CONSTRUCTION INC	REMOVED SHADE SAIL -COURTYARD	553.96
CUMMINS SALES AND SERVICE	ANNUAL 2 HOUR LOAD BANK TEST	1,407.73
EMPLOYEES INSURANCE TRUST FUND	NOVEMBER HEALTH INSURANCE	1,182.42
EMPLOYEES INSURANCE TRUST FUND	NOVEMBER LIFE INSURANCE	8.11
GENERAL FUND	OCTOBER COPIER USE	77.86
GENERAL FUND	OCTOBER LONG DISTANCE CHARGES	13.67
MARCO TECHNOLOGIES LLC	10/27-11/27/23 COPIER RENT	73.91
OTTER TAIL TELCOM	NOV. TELEPHONE LINES	7.06
OTTER TAIL TELCOM	INSTALLED PHONE CABLES AT CBHH	1,010.00
UGSTAD PLUMBING INC	BOILER/GEN CK 10/06/23	90.00
UGSTAD PLUMBING INC	BOILER/GEN CK 10/20/23	90.00
UGSTAD PLUMBING INC	BOILER/GEN CK 10/27/23	90.00
UGSTAD PLUMBING INC	BOILER/GEN 10/13/23	90.00
UGSTAD PLUMBING INC	MONTHLY MAINT -PLBG & HTG OCT	90.00
WEX	OCT FLEX/HSA PART FEE	3.30
	F U N D   T O T A L	5,788.02

## Regional Treatment Center-City Operated

OTTER TAIL POWER COMPANY	OCTOBER ELECTRICITY EXPENSE	197.45
	F U N D   T O T A L	197.45

## Public Library

ARAMARK UNIFORM SERVICES	NOVEMBER LINEN SUPPLY	38.52
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## Public Library

ARAMARK UNIFORM SERVICES	OCTOBER LINEN SUPPLY	7.50
DEPT. OF LABOR AND INDUSTRY	OCT LIBRARY PRESSURE VESSEL	10.00
EMPLOYEES INSURANCE TRUST FUND	NOVEMBER HEALTH INSURANCE	6,748.72
EMPLOYEES INSURANCE TRUST FUND	NOVEMBER LIFE INSURANCE	54.42
GENERAL FUND	OCTOBER LONG DISTANCE CHARGES	27.63
GOODIN COMPANY	RETURN FLUSH VALVE	176.36-
OTTER TAIL POWER COMPANY	OCTOBER ELECTRICITY EXPENSE	1,704.68
OTTER TAIL TELCOM	NOV. TELEPHONE LINES	84.67
OTTER TAIL TELCOM	NOVEMBER LIBRARY FAX LINE	35.51
OTTER TAIL TELCOM	NOVEMBER TELEPHONE EXPENSE	147.64
VALUE LINE PUBLISHING LLC	LIBRARY ELITE & INVESTMENT SUR	4,450.00
WEX	OCT FLEX/HSA PART FEE	15.26
	F U N D   T O T A L	13,148.19

## Bigwood Event Center

ALLEGION ACCESS TECHNOLOGIES	REPAIR PANELS BETWEEN MTG ROOM	360.00
ARAMARK	NOVEMBER LINEN SUPPLY	214.33
BEVERAGE WHOLESALERS INC	OCTOBER BEVERAGES	32.00
CARDCONNECT	OCT CREDIT CARD FEES	160.27
VIKING COCA-COLA BOTTLING CO	NOVEMBER BEVERAGES	198.70
COMMISSIONER OF REVENUE	2023 OCTOBER SALES TAX	19.54
EMPLOYEES INSURANCE TRUST FUND	NOVEMBER HEALTH INSURANCE	873.99
EMPLOYEES INSURANCE TRUST FUND	NOVEMBER LIFE INSURANCE	7.44
HOME DEPOT CREDIT SERVICES	NOVEMBER 5 GALLON HOMER BUCKET	17.92
MARCO TECHNOLOGIES LLC	10/29-11/29/23 COPIER RENT	126.20
OTTER TAIL POWER COMPANY	OCTOBER ELECTRICITY EXPENSE	2,245.34
OTTER TAIL TELCOM	NOV. TELEPHONE LINES	200.57
OTTER TAIL TELCOM	NOVEMBER INTERNET&SERV CALL	210.44
WEX	OCT FLEX/HSA PART FEE	3.02
	F U N D   T O T A L	4,669.76

## IRP Revolving Loan

GENERAL FUND	OCTOBER COPIER USE	2.18
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## IRP Revolving Loan

F U N D   T O T A L	2.18
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## CDBG/HUD Revolving Loan

BUILDERS FIRSTSOURCE INC	DECK RAILING/1005 P.L. RD-#507	2,447.13
CHRISTOPHER CADEM	WINDOW MATERIALS-PL RD #507	4,766.10
GENERAL FUND	OCTOBER COPIER USE	8.08
GENERAL FUND	OCTOBER POSTAGE USE	.87
WEST CENTRAL ABSTRACTING	O&E REPORT-220 W LINCOLN AVE	85.00
	F U N D   T O T A L	7,307.18

## P.I.R. Bond and Interest 2009

NORTHLAND TRUST SERVICES, INC.	ANNUAL PAYMENT/FEES	495.00
NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/INTEREST	3,900.00
NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/PRINCIPAL	130,000.00
	F U N D   T O T A L	134,395.00

## P.I.R. Bond and Interest 2012B

NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/INTEREST	9,775.00
NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/PRINCIPAL	110,000.00
	F U N D   T O T A L	119,775.00

## G.O. Capital Improvement 2010A

NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/INTEREST	5,800.00
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## G.O. Capital Improvement 2010A

NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/PRINCIPAL	50,000.00
	F U N D   T O T A L	55,800.00

## Capital Improvement Bond and Interest 2012C

NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/INTEREST	41,250.00
NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/PRINCIPAL	260,000.00
	F U N D   T O T A L	301,250.00

## G.O. Sales Tax Rev. Bonds, Series 2017

NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/INTEREST	18,000.00
NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/PRINCIPAL	900,000.00
	F U N D   T O T A L	918,000.00

## G.O. Equipment Certificates, Series 2020A

NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/INTEREST	5,250.00
NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/PRINCIPAL	45,000.00
	F U N D   T O T A L	50,250.00

## Capital Improvement

BOLTON & MENK INC	CONST SERV UNION AVE MILL/O.L	343.50
BOLTON & MENK INC	PROF SERV DTRF PH 2 CONST ADM.	49,793.40
BOLTON & MENK INC	PROF SERV 9/16-10/13 2023	248.00
BRAUN INTERTEC CORPORATION	PROF SERV THRU 11/3/2023	1,184.00

## Capital Improvement

CENTRAL SPECIALTIES, INC.	PAY APP NO 7 CAMPUS VW ESTATES	371.25
COMSTOCK CONSTRUCTION INC	PAY APP NO 8 DTRF PH 2	683,715.39
FORUM COMMUNICATIONS	ADVERTISEMENT FOR BIDS	677.92
HOUSTON ENGINEERING INC	SERV THRU 10/21/23 FFLF PH 3B	14,517.88
JLG ARCHITECTS	PROF SERV ENDING 10/31/23	6,953.69
MOORE ENGINEERING INC	PROF SERV STANTON AVE CONST	2,665.00
TAFT STETTINIUS HOLLISTER LLP	SEPT 2023 CONTRACT MATTER	1,121.56
	F U N D   T O T A L	761,591.59

## Airport Capital Improvement

NATIONAL SEALANT & CONCRETE	PAY APP NO 3	67,201.84
OTTER ELECTRIC LLC	PAY APP NO 5 RUNWAY 1331 LIGHT	5,342.36
SHORT ELLIOTT HENDRICKSON INC	CONST ADMIN FUEL SYSTEM REPL	19,005.00
	F U N D   T O T A L	91,549.20

## Liquor Store

ADMINISTRATOR'S CONTINGENCY FD	OCTOBER BATTERIES	18.20
ADMINISTRATOR'S CONTINGENCY FD	OCTOBER UNCLAIMED PROPERTY	25.01
ADMINISTRATOR'S CONTINGENCY FD	VOID CHECK #16900	25.01-
AL'S REFRIGERATION, INC.	NOV REPLACE CONDENSOR&FAN MTR	1,115.00
THE AMERICAN BOTTLING COMPANY	NOVEMBER/MIX	375.93
ARAMARK UNIFORM SERVICES	OCTOBER LINEN SUPPLY	422.83
ARTISAN BEER COMPANY	NOVEMBER/BEER	2,852.70
ARTISAN BEER COMPANY	NOVEMBER/MIX	73.80
BELLBOY CORPORATION	NOVEMBER/FREIGHT	38.45
BELLBOY CORPORATION	NOVEMBER/LIQUOR	1,830.00
BELLBOY CORPORATION	NOVEMBER/MIX	49.95
BELLBOY CORPORATION	NOVEMBER/WINE	288.00
BEVERAGE WHOLESALERS INC	NOVEMBER/BEER	35,429.04
BEVERAGE WHOLESALERS INC	NOVEMBER/LIQUOR	2,384.00
BEVERAGE WHOLESALERS INC	NOVEMBER/MIX	237.45
BEVERAGE WHOLESALERS INC	NOVEMBER/WINE	22.20
BLUE CLOUD OF BURNSVILLE, MN	NOVEMBER/BEER	1,317.00

## Liquor Store

BRAUN VENDING INC	NOVEMBER SUPPLIES-WATER	49.00
BRAUN VENDING INC	NOVEMBER WATER COOLER RENT	16.00
BREAKTHRU BEVERAGE MINNESOTA	NOVEMBER/FREIGHT	265.33
BREAKTHRU BEVERAGE MINNESOTA	NOVEMBER/LIQUOR	24,334.60
BREAKTHRU BEVERAGE MINNESOTA	NOVEMBER/MIX	338.44
BREAKTHRU BEVERAGE MINNESOTA	NOVEMBER/WINE	1,772.00
CARLOS CREEK WINERY	NOVEMBER/WINE	2,820.00
CAYAN	OCTOBER 2023 CR CD FEES	13,732.93
VIKING COCA-COLA BOTTLING CO	NOVEMBER/MIX	1,256.30
COMMISSIONER OF REVENUE	2023 OCTOBER SALES TAX	4.38
COPPER TRAIL BREWING CO	NOVEMBER/BEER	306.84
D-S BEVERAGES, INC.	NOVEMBER/BEER	28,660.05
D-S BEVERAGES, INC.	NOVEMBER/LIQUOR	439.15
D-S BEVERAGES, INC.	NOVEMBER/MIX	352.50
D-S BEVERAGES, INC.	NOVEMBER/WINE	33.50
DACOTAH PAPER CO	NOVEMBER SUPPLIES-BAGS	154.04
EMPLOYEES INSURANCE TRUST FUND	NOVEMBER HEALTH INSURANCE	7,743.23
EMPLOYEES INSURANCE TRUST FUND	NOVEMBER LIFE INSURANCE	22.65
FERGUS BREWING COMPANY LLC	NOVEMBER/BEER	362.00
GENERAL FUND	OCTOBER LONG DISTANCE CHARGES	1.28
JOHNSON BROTHERS LIQUOR CO	NOVEMBER/FREIGHT	374.88
JOHNSON BROTHERS LIQUOR CO	NOVEMBER/LIQUOR	6,794.74
JOHNSON BROTHERS LIQUOR CO	NOVEMBER/MIX	100.48
JOHNSON BROTHERS LIQUOR CO	NOVEMBER/WINE	14,566.22
LIQUOR STORE	RECEIPT NOVEMBER RENT	358.00-
VICTOR LUNDEEN COMPANY	NOV INK ROLLER,COLUMN PAD,COIL	29.23
MARCO TECHNOLOGIES LLC	10/27-11/27/23 COPIER RENT	125.90
OTTER TAIL POWER COMPANY	OCTOBER ELECTRICITY EXPENSE	3,864.31
OTTER TAIL TELCOM	NOV. TELEPHONE LINES	90.56
OTTER TAIL TELCOM	NOVEMBER TELEPHONE EXPENSE	341.27
PEPSI BEVERAGE COMPANY	NOVEMBER/MIX	222.55
PHILLIPS WINE & SPIRITS CO	NOVEMBER/FREIGHT	139.11
PHILLIPS WINE & SPIRITS CO	NOVEMBER/LIQUOR	3,648.61
PHILLIPS WINE & SPIRITS CO	NOVEMBER/MIX	134.40
PHILLIPS WINE & SPIRITS CO	NOVEMBER/WINE	2,112.55
SMALL LOT MN	NOVEMBER/FREIGHT	18.00
SMALL LOT MN	NOVEMBER/WINE	2,207.52
SOUTHERN GLAZER'S OF MN	NOVEMBER/FREIGHT	172.05
SOUTHERN GLAZER'S OF MN	NOVEMBER/LIQUOR	9,301.53
SOUTHERN GLAZER'S OF MN	NOVEMBER/WINE	255.84
TALKING WATERS BREWING CO LLC	NOVEMBER/BEER	155.00
TOTAL REGISTER SYSTEMS	FTP MONTHLY SERVICE	32.21
WEX	OCT FLEX/HSA PART FEE	20.22

## Liquor Store

	F U N D   T O T A L	173,467.95
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## Refuse Disposal

ARAMARK UNIFORM SERVICES	OCTOBER LINEN SUPPLY	370.41
COMMISSIONER OF REVENUE	2023 OCTOBER SALES TAX	6.17
COMMISSIONER OF REVENUE	2023 OCTOBER SWMT	32,189.00
WASTE MANAGEMENT	10/16-10/31/23 PRO SERVICES	2,376.42
EMPLOYEES INSURANCE TRUST FUND	NOVEMBER HEALTH INSURANCE	15,180.25
EMPLOYEES INSURANCE TRUST FUND	NOVEMBER LIFE INSURANCE	64.21
FASTENAL COMPANY	NOV STAINLESS STEEL COTTER PIN	1.62
GENERAL FUND	OCTOBER LONG DISTANCE CHARGES	1.42
LOCATORS & SUPPLIES INC	OCT KINCO OPEN CUFF GLOVES	38.98
MARCO TECHNOLOGIES LLC	10/27-11/27/23 COPIER RENT	287.82
NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/INTEREST	26,090.63
NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/PRINCIPAL	125,000.00
OTTER TAIL COUNTY TREASURER	OCTOBER TIPPING FEES	93,447.62
OTTER TAIL POWER COMPANY	OCTOBER ELECTRICITY EXPENSE	151.87
OTTER TAIL POWER COMPANY	SEPTEMBER SERVICE-MAIL BILLS	77.96
OTTER TAIL TELCOM	NOV. TELEPHONE LINES	28.22
OTTER TAIL TELCOM	NOVEMBER TELEPHONE EXPENSE	143.37
REVTRAK INC	OCT 2023 CR CD FEES	3,586.14
SIGELMAN STEEL & SALVAGE CO	NOV SNOW BOX ENDGATE STEEL	150.87
WASTEWATER TREATMENT FUND	OCT ASH CELL LEACHATE	491.40
WASTEWATER TREATMENT FUND	OCT DEMO CELL LEACHATE	2,531.25
WEX	OCT FLEX/HSA PART FEE	16.50
THE WILSON BOHANNAN COMPANY	NOV #2 CITY PADLOCKS	133.41
	F U N D   T O T A L	302,365.54

## Sewage Treatment

ARAMARK UNIFORM SERVICES	OCTOBER LINEN SUPPLY	313.80
COSSETTE ELECTRIC LLC	NOV SITE WORK WIRE HEATER	303.43
DEPT. OF LABOR AND INDUSTRY	OCT WWTP PRESSURE VESSEL	70.00
EMPLOYEES INSURANCE TRUST FUND	NOVEMBER HEALTH INSURANCE	9,202.78

## Sewage Treatment

EMPLOYEES INSURANCE TRUST FUND	NOVEMBER LIFE INSURANCE	37.18
GENERAL FUND	OCTOBER LONG DISTANCE CHARGES	18.62
GOPHER STATE ONE CALL	OCT BILLABLE TICKETS	66.15
LAKE REGION ELECTRIC COOP	OCTOBER ELECTRICITY EXPENSE	242.80
MATTHEW LEMKE	NOV MILEAGE REIMB. MESERB CONF	140.82
LOCATORS & SUPPLIES INC	NOV KNIT LINER,SAFETY CUFF	33.90
MARCO TECHNOLOGIES LLC	10/27-11/27/23 COPIER RENT	272.46
MUNICIPAL SERVICE CO INC	R/R SLUDGE PUMP,MODIFY	14,680.00
OTTER TAIL POWER COMPANY	OCTOBER ELECTRICITY EXPENSE	8,508.72
OTTER TAIL POWER COMPANY	SEPTEMBER SERVICE-MAIL BILLS	77.96
OTTER TAIL TELCOM	NOV. TELEPHONE LINES	28.22
OTTER TAIL TELCOM	NOVEMBER TELEPHONE EXPENSE	193.14
PACE ANALYTICAL SERVICES, INC.	OCT 2023 GAS COMP.ANALYSIS	1,081.00
RMB ENVIRONMENTAL LABORATORIES	NOV ANALYSIS	629.88
RMB ENVIRONMENTAL LABORATORIES	SEPTEMBER ANALYSIS	499.20
REVTRAK INC	OCT 2023 CR CD FEES	3,586.14
NEIL SLETTEN	NOVEMBER MEAL	8.92
NEIL SLETTEN	2023 SAFETY BOOT REIMBURSEMENT	126.90
NEIL SLETTEN	2023 SAFETY GLASSES REIMBURSE	17.16
SPEE*DEE DELIVERY SERVICE INC	OCT SHIPPING	114.16
WASTEWATER TREATMENT FUND	RECEIPT TO OCT LEACHATE	3,022.65-
WEX	OCT FLEX/HSA PART FEE	12.38
THE WILSON BOHANNAN COMPANY	NOV #2 CITY PADLOCKS	133.41
	F U N D   T O T A L	37,376.48

## Water

ADMINISTRATOR'S CONTINGENCY FD	MARCH WATER SCHOOL EXPENSE	19.00
ARAMARK UNIFORM SERVICES	OCTOBER LINEN SUPPLY	145.12
CORE & MAIN LP	NOV 6" REPAIR CLAMPS 12&24	991.28
DAKOTA SUPPLY GROUP	NOV 1" FEMALE X 5/8 METER VALV	635.45
DEPT. OF LABOR AND INDUSTRY	OCT WTP PRESSURE VESSEL	30.00
EMPLOYEES INSURANCE TRUST FUND	NOVEMBER HEALTH INSURANCE	8,864.31
EMPLOYEES INSURANCE TRUST FUND	NOVEMBER LIFE INSURANCE	64.22
FERGUSON WATERWORKS #1657	NOV 3/4" FLARE MTR ANGLE VALVE	749.43
FERGUSON WATERWORKS #1657	NOV 5/8" T10 MTR R900I USG	5,220.00
GENERAL FUND	OCTOBER COPIER USE	99.62
GENERAL FUND	OCTOBER LONG DISTANCE CHARGES	14.57
GENERAL FUND	OCTOBER POSTAGE USE	389.37

## Water

GOIN' POSTAL FERGUS FALLS	NOV SHIPPING	14.34
GOPHER STATE ONE CALL	OCT BILLABLE TICKETS	66.15
HOME DEPOT CREDIT SERVICES	NOV HUSKY 1/2" DRIVE 20" EXTEN	19.97
HOME DEPOT CREDIT SERVICES	NOV MISC FITTINGS ORDER	17.65
HOME DEPOT CREDIT SERVICES	NOV 1.5" NIPPLES (WATER DEPT)	16.41
MARCO TECHNOLOGIES LLC	10/27-11/27/23 COPIER RENT	294.18
NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/INTEREST	10,475.00
NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/PRINCIPAL	150,000.00
OTTER TAIL POWER COMPANY	OCTOBER ELECTRICITY EXPENSE	5,121.62
OTTER TAIL POWER COMPANY	SEPTEMBER SERVICE-MAIL BILLS	77.96
OTTER TAIL TELCOM	NOV. TELEPHONE LINES	28.22
OTTER TAIL TELCOM	NOVEMBER TELEPHONE EXPENSE	162.65
RMB ENVIRONMENTAL LABORATORIES	NOV 1ST 1/2 BACT.MONITORING	196.02
RMB ENVIRONMENTAL LABORATORIES	NOV 2ND 1/2 BACT.MONITORING	223.25
REVTRAK INC	OCT 2023 CR CD FEES	3,586.14
RIVER BLUFF APARTMENTS	APRIL CREDIT BALANCE REFUND	566.96
RIVER BLUFF APARTMENTS	AUGUST CREDIT BALANCE REFUND	4,867.65
RIVER BLUFF APARTMENTS	JULY CREDIT BALANCE REFUND	5,035.50
RIVER BLUFF APARTMENTS	JUNE CREDIT BALANCE REFUND	2,249.19
RIVER BLUFF APARTMENTS	MAY CREDIT BALANCE REFUND	1,947.06
RIVER BLUFF APARTMENTS	SEPTEMBER CREDIT BALANCE REFUN	5,471.91
SIGELMAN STEEL & SALVAGE CO	NOV ROUND ROD FOR CURBSTOP WRE	35.00
WEX	OCT FLEX/HSA PART FEE	23.37
THE WILSON BOHANNAN COMPANY	NOV #2 CITY PADLOCKS	133.40
	F U N D   T O T A L	207,851.97

## Storm Water

GOPHER STATE ONE CALL	OCT BILLABLE TICKETS	66.15
OTTER TAIL POWER COMPANY	OCTOBER ELECTRICITY EXPENSE	213.44
	F U N D   T O T A L	279.59

## Equipment

ARAMARK UNIFORM SERVICES	OCTOBER LINEN SUPPLY	333.92
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## Equipment

AMERICAN WELDING & GAS, INC	NOV O2/ACETYLENE/ARGON&CARBON	329.22
ASHBY EQUITY ASSOCIATION	NOV BULK 5W20 OIL	582.50
ASHBY EQUITY ASSOCIATION	NOV MAXTRON ATF LV OIL	897.05
ASHBY EQUITY ASSOCIATION	NOV OIL CART (SHOP CODY)	1,832.50
AUTO VALUE - FERGUS FALLS	NOV AIR FILTER UNIT 242	124.24
AUTO VALUE - FERGUS FALLS	NOV CREDIT RETURNED PARTS	83.00-
AUTO VALUE - FERGUS FALLS	NOV DOT 4 BRAKE FLUID	9.99
AUTO VALUE - FERGUS FALLS	NOV GLOSS BLACK ENDGATE PAINT	25.98
AUTO VALUE - FERGUS FALLS	NOV NITRILE GLOVES (SHOP)	31.80
AUTO VALUE - FERGUS FALLS	NOV OIL DRAIN PLUG UNIT 2073	4.49
AUTO VALUE - FERGUS FALLS	NOV OIL DRAIN PLUG UNIT 2097	4.49
AUTO VALUE - FERGUS FALLS	NOV OIL FILTER UNIT 283	14.98
AUTO VALUE - FERGUS FALLS	NOV ORANGE PLOW PAINT	90.00
AUTO VALUE - FERGUS FALLS	NOV PUSH RETAINERS (SHOP)	6.49
AUTO VALUE - FERGUS FALLS	NOV STOCK OIL FILTER	34.64
AUTO VALUE - FERGUS FALLS	NOV STOCK OIL FILTERS	17.64
AUTO VALUE - FERGUS FALLS	NOV STOCK PARTS ORDER	87.94
AUTO VALUE - FERGUS FALLS	NOV 4.5 GALLON DRAIN PAN	25.99
AUTO VALUE - FERGUS FALLS	STOCK OIL FILTER	4.41
CODE 4 SERVICES INC	2103 PARTS FOR SETUP	9,895.71
COMMISSIONER OF REVENUE	2023 OCTOBER SPECIAL FUEL TAX	1,003.77
COMMISSIONER OF REVENUE	2023 OCTOBER SALES TAX	121.91
DSI AUTOMOTIVE PRODUCTS	NOV TRIPLE SEVEN CLEANER SHOP	599.00
DAKOTA HOSE & FITTINGS LP	NOV 6" X 20' SUCTION HOSE U262	1,305.50
DEPT. OF LABOR AND INDUSTRY	OCT PRESSURE VESSEL CITY SHOP	50.00
EMPLOYEES INSURANCE TRUST FUND	NOVEMBER HEALTH INSURANCE	5,003.94
EMPLOYEES INSURANCE TRUST FUND	NOVEMBER LIFE INSURANCE	6.76
EQUIPMENT FUND	OCT FUEL USAGE	330.33-
EQUIPMENT FUND	OCT REPAIRS/SERVICE	200.78-
FARGO FREIGHTLINER	NOV M8 SCREW UNIT 243	3.65
FARGO FREIGHTLINER	NOV POWER STEERING FILTERS	95.58
FARGO FREIGHTLINER	NOV STOCK BRAKE DRUMS 16.5X7	496.20
FASTENAL COMPANY	NOV #110 O-RINGS (STOCK)	11.68
FASTENAL COMPANY	NOV BAND SAW BLADE FAB SHOP	89.95
FLEXIBLE PIPE TOOL COMPANY	NOV DEBRIS HOSE/COUPLER/TIGERT	974.90
GENERAL FUND	OCTOBER LONG DISTANCE CHARGES	13.60
GREYSTONE CONSTRUCTION	SALT SHED	170,405.00
MARCO TECHNOLOGIES LLC	10/27-11/27/23 COPIER RENT	77.32
MINNESOTA MOTOR COMPANY	OCTOBER CAR WASHES	15.00
NORTHWEST TIRE INC	2100 NEW TIRES	681.84
OLSON OIL COMPANY INC	NOV #1 RED DIESEL FUEL AIRPORT	1,039.47
OLYMPIC SALES INC	NOV STOCK HYD FILTERS	459.63
OTTER TAIL POWER COMPANY	OCTOBER ELECTRICITY EXPENSE	1,171.70

## Equipment

OTTER TAIL TELCOM	NOV. TELEPHONE LINES	63.51
OTTER TAIL TELCOM	NOVEMBER TELEPHONE EXPENSE	36.11
OVERHEAD DOOR CO	NOV SERVICE CALL SHED #3 DOOR	85.00
POLICE DEPT CONTINGENCY FUND	2068 GAS - LEMA 11/8/23	53.51
POLICE DEPT CONTINGENCY FUND	2068 GAS - LEMA 9/6/23	49.22
POLICE DEPT CONTINGENCY FUND	2068 GAS- LEMA 9/21/23	33.33
POMP'S TIRE SERVICE INC	NOV TIRE STOCK ORDER	1,859.13
POMP'S TIRE SERVICE INC	NOV 315/80R22.5 BDR/CASINGS	1,445.72
SIGELMAN STEEL & SALVAGE CO	NOV 4X8 STEEL / ROLL OFF GATE	150.00
NEIL SLETTEN	NOVEMBER MOTOR FUEL	25.00
SNAP-ON TOOLS CORPORATION	NOV ALUMINUM STEP LADDERS SHOP	560.00
VALLEY SERVICE MECHANICAL LLC	NOV SERVICE REZNOR OIL BURNER	552.63
W L CONSTRUCTION SUPPLY LLC	NOV DIAMOND GRINDING WHEEL	218.61
WALLWORK TRUCK CENTER F.F.	NOV BRAKE DRUM/SHOE/SEAL U-241	354.08
WALLWORK TRUCK CENTER F.F.	NOV 1/8" EXHAUST PORT FILTERS	26.88
WALLWORK TRUCK CENTER F.F.	OCT OVAL STT RED LIGHT U-80	41.22
WALLWORK TRUCK CENTER F.F.	OCT RETURNED NOISE ISOLATORS	73.52-
WEX	OCT FLEX/HSA PART FEE	5.50
	F U N D   T O T A L	202,852.20

## Employees Insurance

EMPLOYEES INSURANCE TRUST FUND	RECEIPT NOV HEALTH INSURANCE	158,281.98-
EMPLOYEES INSURANCE TRUST FUND	RECEIPT NOV LIFE INSURANCE	3,077.53-
	F U N D   T O T A L	161,359.51-

## Flexible Benefit Agency

WEX	2023 FLEX PLAN REIMB	2,211.39
	F U N D   T O T A L	2,211.39

## PEG Access

## PEG Access

LIQUOR STORE	NOVEMBER RENT	358.00
OTTER TAIL POWER COMPANY	OCTOBER ELECTRICITY EXPENSE	106.31
OTTER TAIL TELCOM	NOVEMBER TELEPHONE EXPENSE	222.77
	F U N D   T O T A L	687.08

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

FERGUS FALLS CONVENTION &	SEP 2023 LODGING TAX	19,530.02-
FERGUS FALLS CONVENTION &	SEP 2023 LODGING TAX ADMIN	585.90
GENERAL FUND	OCTOBER LONG DISTANCE CHARGES	12.88
OTTER TAIL TELCOM	NOV. TELEPHONE LINES	21.17
RICHES PROPERTIES LLC	DECEMBER RENT	525.00
	F U N D   T O T A L	18,385.07-

T O T A L   A L L   F U N D S	3,523,646.69
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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 20 DAY OF NOVEMBER 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:

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CITY ADMINISTRATOR

-----  
MAYOR

11/20/2023

R E S O L U T I O N   R E C O R D

COMMISSIONER OF REVENUE	94,875.77
DEPT. OF LABOR AND INDUSTRY	290.00
OTTER TAIL COUNTY TREASURER	93,447.62
AT&T MOBILITY	496.30
ADMINISTRATOR'S CONTINGENCY FD	647.03
ALLEGION ACCESS TECHNOLOGIES	360.00
AL'S REFRIGERATION, INC.	1,115.00
THE AMERICAN BOTTLING COMPANY	375.93
ARAMARK UNIFORM SERVICES	2,570.14
ARAMARK	250.79
AMERICAN WELDING & GAS, INC	329.22
SEAN ANDERSON	436.08
ARTISAN BEER COMPANY	2,926.50
ASHBY EQUITY ASSOCIATION	3,312.05
ASPEN MILLS INC	125.61
ATLAS OUTDOOR SERVICES LLC	1,000.00
AUTO VALUE - FERGUS FALLS	400.08
BELLBOY CORPORATION	2,206.40
BEVERAGE WHOLESALERS INC	38,104.69
BLUE CLOUD OF BURNSVILLE, MN	1,317.00
BOLTON & MENK INC	50,384.90
BRAUN VENDING INC	65.00
BRAUN INTERTEC CORPORATION	1,184.00
BREAKTHRU BEVERAGE MINNESOTA	26,710.37
BUILDERS FIRSTSOURCE INC	2,447.13
CHRISTOPHER CADEM	4,766.10
CARDCONNECT	160.27
CARLOS CREEK WINERY	2,820.00
CAYAN	13,732.93
CENTRAL SPECIALTIES, INC.	371.25
CHARTER COMMUNICATIONS	247.48
VIKING COCA-COLA BOTTLING CO	1,455.00
CODE 4 SERVICES INC	9,895.71
COLE PAPERS INC	562.61
COMSTOCK CONSTRUCTION INC	686,172.25
COOPERS TECHNOLOGY GROUP	121.97
COPPER TRAIL BREWING CO	306.84
CORE & MAIN LP	991.28
COSSETTE ELECTRIC LLC	303.43
CUMMINS SALES AND SERVICE	1,407.73
D-S BEVERAGES, INC.	29,485.20
DSI AUTOMOTIVE PRODUCTS	599.00
DACOTAH PAPER CO	154.04
DAILY JOURNAL	641.08
DAKOTA HOSE & FITTINGS LP	1,305.50
WASTE MANAGEMENT	2,376.42
DAKOTA SUPPLY GROUP	635.45

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R E S O L U T I O N   R E C O R D

ELLINGSON PLUMBING, HEATING,	127.70
FARGO FREIGHTLINER	595.43
FASTENAL COMPANY	286.34
FERGUS BREWING COMPANY LLC	362.00
F.F. AREA CHAMBER OF COMMERCE	320.00
FERGUSON WATERWORKS #1657	5,969.43
FLEXIBLE PIPE TOOL COMPANY	974.90
FORUM COMMUNICATIONS	677.92
GALLS LLC	613.77
NAPA AUTO PARTS - FERGUS FALLS	18.22
GOIN' POSTAL FERGUS FALLS	14.34
GOODIN COMPANY	1,753.80
GOPHER STATE ONE CALL	198.45
GRAINGER INC	257.16
GRAND FORKS FIRE EQUIPMENT LLC	566.80
GREYSTONE CONSTRUCTION	170,405.00
HIGH POINT NETWORKS LLC	2,959.00
HIRERIGHT LLC	11.75
HOME DEPOT CREDIT SERVICES	298.77
HOUSTON ENGINEERING INC	14,517.88
JLG ARCHITECTS	6,953.69
JOHNSON BROTHERS LIQUOR CO	21,836.32
JOHNSTONE SUPPLY	504.00
LAKE AREA DOCKS & LIFTS INC	126.00
LAKE REGION ELECTRIC COOP	2,708.76
LEIGHTON BROADCASTING	517.50
MATTHEW LEMKE	140.82
LOCATORS & SUPPLIES INC	72.88
VICTOR LUNDEEN COMPANY	59.23
M-R SIGN COMPANY INC	1,347.22
MARCO TECHNOLOGIES LLC	2,041.48
MIDLAND DOOR SOLUTIONS	1,162.50
ANDREW MILLER	71.18
MINNESOTA MOTOR COMPANY	15.00
MINNKOTA ENVIROSERVICES INC	177.94
MOORE ENGINEERING INC	2,665.00
MUNICIPAL SERVICE CO INC	14,680.00
NATIONAL SEALANT & CONCRETE	67,201.84
NORTHLAND TRUST SERVICES, INC.	1,891,035.63
NORTHWEST TIRE INC	681.84
NOVA FIRE PROTECTION, LLC	160.00
NYCKLEMOE & ELLIG, P.A.	9,492.50
OLSON OIL COMPANY INC	1,039.47
OLYMPIC SALES INC	459.63
OTTER ELECTRIC LLC	5,342.36
OTTER TAIL POWER COMPANY	63,551.90
OTTER TAIL TELCOM	47,152.23

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R E S O L U T I O N   R E C O R D

OVERHEAD DOOR CO	85.00
PACE ANALYTICAL SERVICES, INC.	1,081.00
PEMBERTON LAW, P.L.L.P.	33.00
PEPSI BEVERAGE COMPANY	222.55
PHILLIPS WINE & SPIRITS CO	6,034.67
POLICE DEPT CONTINGENCY FUND	469.27
POMP'S TIRE SERVICE INC	3,304.85
PRO-WEST & ASSOCIATES, INC	41.07
RMB ENVIRONMENTAL LABORATORIES	1,548.35
REVTRAK INC	10,758.42
RICHES PROPERTIES LLC	525.00
RIVER BLUFF APARTMENTS	20,138.27
BRENT SCHLESKE	236.45
SHORT ELLIOTT HENDRICKSON INC	19,005.00
SIGELMAN STEEL & SALVAGE CO	335.87
GLEN SIMON	95.00
SKY CREW SERVICES, LLC	3,500.00
NEIL SLETTEN	177.98
SMALL LOT MN	2,225.52
SNAP-ON TOOLS CORPORATION	560.00
SOUTHERN GLAZER'S OF MN	9,729.42
SPEE*DEE DELIVERY SERVICE INC	170.43
SWANSTON EQUIPMENT CO	725.00
TAFT STETTINIUS HOLLISTER LLP	1,121.56
TALKING WATERS BREWING CO LLC	155.00
TANGENT COMPUTERS INC	4,100.00
T-MOBILE	126.45
TOTAL REGISTER SYSTEMS	32.21
UGSTAD PLUMBING INC	450.00
VALLEY SERVICE MECHANICAL LLC	552.63
VALUE LINE PUBLISHING LLC	4,450.00
VERIZON WIRELESS	1,074.96
W L CONSTRUCTION SUPPLY LLC	218.61
WALLWORK TRUCK CENTER F.F.	348.66
WEST CENTRAL ABSTRACTING	85.00
WEX	2,456.14
THE WILSON BOHANNAN COMPANY	533.62

TOTAL OTHER GOVERNMENT 188,613.39

TOTAL OTHER VENDORS 3,335,033.30

TOTAL ALL VENDORS 3,523,646.69

11/20/2023

R E S O L U T I O N   R E C O R D