



**City Council Agenda
December 18, 2023
5:30 pm in the City Council Chambers**

Invocation –Pastor Duane Smith, Abundant Life Church
Pledge of Allegiance

- A. Call to Order
- B. Roll Call
- C. Approval of the Agenda
- D. Public Hearings
- E. Awarding of Bids
 - 1. Resolution awarding the construction services contract to Ferguson Asphalt Paving Inc. in the amount of \$1,158,807.60 for Public Improvement 5347, the Broadway: Fir to Lincoln Avenue and Randolph Avenue: Friberg to Springen resurfacing project contingent upon receiving all remaining state approvals
- F. Petitions, Communications and Open Forum
- G. Consent Agenda
 - 1. Motion approving the minutes from the December 4, 2023 City Council meeting
 - 2. Motion approving licenses
 - 3. Resolution approving a 2024 Transportation Agreement with Productive Alternatives
- H. Ordinance and Resolutions
 - 1. Resolution accepting a \$20,000 donation to the Fergus Falls Public Library from the Porter Family Fund
 - 2. Resolution approving a Conditional Use Permit (with conditions) allowing a homebirth midwifery practice in a R-2 residential zone located at 124 W Oriole Drive as recommended by the Planning Commission
 - 3. Resolution approving the Moore Engineering proposal for roadway infrastructure planning
 - 4. Resolution naming the “Aquatics Center”
 - 5. Resolution approving Economic Development and Façade Loans to Otterland LLC (dba Stella’s) as recommended by Business Development for Fergus Falls
 - 6. Resolution of support for Historic Tax Credit Growth and Opportunity Act and authorizing its submission to Congresswoman Michelle Fischbach as requested by the Fergus Falls Heritage Preservation Commission
- I. Presentation of Claims \$2,429,290.58
- J. Board, Committee and Department Reports
 - 1. Motion approving appointments to the 2024 boards and commissions

K. Reports from Staff and Administrative Officers

L. Old Business/Unfinished Business

M. New Business

N. Miscellaneous Announcements

December 25 All city offices and facilities closed for observance of Christmas

Garbage and recycling normally picked up on Monday will be picked on Tuesday.

Tuesday pickup will be collected on Wednesday December 27

January 1 All city offices and facilities closed for observance for New Year's Day

Garbage and recycling normally picked up on Monday will be picked on Tuesday.

Tuesday pickup will be collected on Wednesday January 3

January 2 City Council meeting 5:30 pm

January 10 Committee of the Whole meeting 7:00 am

O. Adjournment

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



Council Action Recommendation

Page 1 of 2

Meeting Date:

December 18, 2023 – City Council

Subject:

PI 5327 – Broadway Avenue from Fir Avenue to Lincoln Avenue & Randolph Avenue
from Friberg Avenue to Springen Avenue Resurfacing Project
State Transportation Improvement Program (STIP) SFY 2023
(MSAS 105 & 135)

Recommendation:

Resolution awarding the construction services contract to Ferguson Asphalt Paving Inc. in the amount of \$1,158,807.60 **contingent** on receiving all remaining State approvals.

Background/Key Points:

Three (3) bids were received, publicly opened and read on October 26, 2023. The apparent low bidder was Ferguson Asphalt Paving Inc. with an amount of \$1,158,807.60. The Estimated Probable Construction Cost was \$1,431,173.00. Interstate Engineering Inc. and City staff have evaluated the bids.

The project work scope consists of street resurfacing (mill & overlay), base patching, and ADA improvements as required throughout the project limits. Traffic control will be utilized during construction however, a detour is not needed. Please refer to the attached exhibit for additional detail.

If awarded and all MnDOT approvals are procured, I will arrange for the preconstruction meeting with the contractor to determine Ferguson Asphalt Paving's schedule to complete the work scheduled for next summer. Interim progress dates will apply in the contract. Additionally, work on Randolph Avenue will start and be completed while school is out for summer break. Communication with the public will occur once specific information is known from the contractor.

Budgetary Impact:

This project is proposed be funded thru Federal and State Aid funds. The cost shares are:

Federal Share: 80-percent for construction only (max. rate)

State Aid Share: 20-percent construction, 100-percent for engineering design and contract administration

Federal Share: \$927,046.00

State Aid Construction: \$521,464.00

State Aid Unallocated Maintenance Funds: \$176,507.28

Total Estimated Project Cost/Funding: \$1,625,017.28

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. – City Engineer

Attachments:

PI 5327 – Bid Abstract

Location Map

**SP 126-105-008 (BROADWAY)
 SP 126-135-001 (RANDOLPH AVENUE)
 CITY PROJECT No. 5327
 FERGUS FALLS, MINNESOTA**

**ABSTRACT OF BIDS RECEIVED
 October 26, 2023**

BASE BID						ENGINEERS OPINION OF PROBABLE COST FOR CONSTRUCTION			FERGUSON ASPHALT PAVING INC.			CENTRAL SPECIALTIES INC.			MARK SAND & GRAVEL CO.		
ITEM NO.	SPEC. REF.	ITEM DESCRIPTION	UNITS	RANDOLPH EST. QUANT.	BROADWAY EST. QUANT.	UNIT PRICE	RANDOLPH EXTENDED PRICE	BROADWAY EXTENDED PRICE	UNIT PRICE	RANDOLPH EXTENDED PRICE	BROADWAY EXTENDED PRICE	UNIT PRICE	RANDOLPH EXTENDED PRICE	BROADWAY EXTENDED PRICE	UNIT PRICE	RANDOLPH EXTENDED PRICE	BROADWAY EXTENDED PRICE
1	2021.501	MOBILIZATION	LUMP SUM	0.26	0.74	\$ 100,000.00	\$ 26,000.00	\$ 74,000.00	\$ 100,000.00	\$ 26,000.00	\$ 74,000.00	\$ 166,890.00	\$ 43,391.40	\$ 123,498.60	\$ 195,000.00	\$ 50,700.00	\$ 144,300.00
2	2104.502	SALVAGE SIGN	EACH	2	12	\$ 100.00	\$ 200.00	\$ 1,200.00	\$ 60.00	\$ 120.00	\$ 720.00	\$ 50.00	\$ 100.00	\$ 600.00	\$ 50.00	\$ 100.00	\$ 600.00
3	2104.502	REMOVE CATCH BASIN	EACH		3	\$ 1,000.00	\$ -	\$ 3,000.00	\$ 1,200.00	\$ -	\$ 3,600.00	\$ 500.00	\$ -	\$ 1,500.00	\$ 2,000.00	\$ -	\$ 6,000.00
4	2104.503	REMOVE CURB AND GUTTER	LIN FT	195	1105	\$ 8.00	\$ 1,560.00	\$ 8,840.00	\$ 7.50	\$ 1,462.50	\$ 8,287.50	\$ 10.00	\$ 1,950.00	\$ 11,050.00	\$ 31.00	\$ 6,045.00	\$ 34,255.00
5	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	170		\$ 3.00	\$ 510.00	\$ -	\$ 4.00	\$ 680.00	\$ -	\$ 1.95	\$ 331.50	\$ -	\$ 20.00	\$ 3,400.00	\$ -
6		NOT USED				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	2104.503	REMOVE PIPE SEWER (STORM)	LIN FT		32	\$ 5.00	\$ -	\$ 160.00	\$ 100.00	\$ -	\$ 3,200.00	\$ 50.00	\$ -	\$ 1,600.00	\$ 250.00	\$ -	\$ 8,000.00
8	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	1706		\$ 5.00	\$ 8,530.00	\$ -	\$ 5.00	\$ 8,530.00	\$ -	\$ 15.00	\$ 25,590.00	\$ -	\$ 22.50	\$ 38,385.00	\$ -
9	2104.507	REMOVE AGGREGATE	CU . YD.	568		\$ 40.00	\$ 22,720.00	\$ -	\$ 10.00	\$ 5,680.00	\$ -	\$ 30.00	\$ 17,040.00	\$ -	\$ 46.30	\$ 26,298.40	\$ -
10	2104.518	REMOVE CONCRETE WALK	SQ FT	530	8389	\$ 4.00	\$ 2,120.00	\$ 33,556.00	\$ 3.50	\$ 1,855.00	\$ 29,361.50	\$ 3.75	\$ 1,987.50	\$ 31,458.75	\$ 5.00	\$ 2,650.00	\$ 41,945.00
11	2104.618	REMOVE AND REPLACE BITUMINOUS PAVEMENT	SQ FT		4483	\$ 20.00	\$ -	\$ 89,660.00	\$ 3.25	\$ -	\$ 14,569.75	\$ 10.00	\$ -	\$ 44,830.00	\$ 39.70	\$ -	\$ 177,975.10
12	2106.507	EXCAVATION - COMMON	CU YD	2 (P)	523 (P)	\$ 12.00	\$ 24.00	\$ 6,276.00	\$ 20.00	\$ 40.00	\$ 10,460.00	\$ 80.00	\$ 160.00	\$ 41,840.00	\$ 42.50	\$ 85.00	\$ 22,227.50
13	2112.604	SUBGRADE PREPARATION	SQ. YD.	1706		\$ 15.00	\$ 25,590.00	\$ -	\$ 12.00	\$ 20,472.00	\$ -	\$ 2.00	\$ 3,412.00	\$ -	\$ 30.80	\$ 52,544.80	\$ -
14	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	5	5	\$ 100.00	\$ 500.00	\$ 500.00	\$ 350.00	\$ 1,750.00	\$ 1,750.00	\$ 300.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00
15	2211.509	AGGREGATE BASE CLASS 5	TON	1088	149	\$ 25.00	\$ 27,200.00	\$ 3,725.00	\$ 21.00	\$ 22,848.00	\$ 3,129.00	\$ 45.00	\$ 48,960.00	\$ 6,705.00	\$ 39.70	\$ 43,193.60	\$ 5,915.30
16	2232.504	MILL BITUMINOUS SURFACE (2")	SQ YD	9630	24100	\$ 2.50	\$ 24,075.00	\$ 60,250.00	\$ 1.65	\$ 15,889.50	\$ 39,765.00	\$ 4.50	\$ 43,335.00	\$ 108,450.00	\$ 3.60	\$ 34,668.00	\$ 86,760.00
17	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	1304	2590	\$ 3.00	\$ 3,912.00	\$ 7,770.00	\$ 3.00	\$ 3,912.00	\$ 7,770.00	\$ 2.00	\$ 2,608.00	\$ 5,180.00	\$ 4.00	\$ 5,216.00	\$ 10,360.00
18	2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C)	TON	1149	2652	\$ 150.00	\$ 172,350.00	\$ 397,800.00	\$ 91.00	\$ 104,559.00	\$ 241,332.00	\$ 115.00	\$ 132,135.00	\$ 304,980.00	\$ 132.00	\$ 151,668.00	\$ 350,064.00
19	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,C)	TON	375	319	\$ 150.00	\$ 56,250.00	\$ 47,850.00	\$ 91.00	\$ 34,125.00	\$ 29,029.00	\$ 110.00	\$ 41,250.00	\$ 35,090.00	\$ 150.00	\$ 56,250.00	\$ 47,850.00
20		NOT USED				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	2503.503	12" RC PIPE SEWER DESIGN 3006	LIN FT		32	\$ 60.00	\$ -	\$ 1,920.00	\$ 150.00	\$ -	\$ 4,800.00	\$ 125.00	\$ -	\$ 4,000.00	\$ 850.00	\$ -	\$ 27,200.00
22	2503.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH		1	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 1,800.00	\$ -	\$ 1,800.00	\$ 1,650.00	\$ -	\$ 1,650.00	\$ 6,500.00	\$ -	\$ 6,500.00
23	2503.602	CONNECT TO EXISTING STORM SEWER	EACH		2	\$ 1,000.00	\$ -	\$ 2,000.00	\$ 1,800.00	\$ -	\$ 3,600.00	\$ 1,000.00	\$ -	\$ 2,000.00	\$ 6,500.00	\$ -	\$ 13,000.00
24	2504.602	ADJUST VALVE BOX	EACH		17	\$ 750.00	\$ -	\$ 12,750.00	\$ 450.00	\$ -	\$ 7,650.00	\$ 150.00	\$ -	\$ 2,550.00	\$ 1,250.00	\$ -	\$ 21,250.00
25	2506.502	ADJUST FRAME AND RING CASTING	EACH	3	28	\$ 750.00	\$ 2,250.00	\$ 21,000.00	\$ 850.00	\$ 2,550.00	\$ 23,800.00	\$ 900.00	\$ 2,700.00	\$ 25,200.00	\$ 1,750.00	\$ 5,250.00	\$ 49,000.00
26	2506.502	CONST DRAINAGE STRUCTURE DESIGN G	EACH		3	\$ 2,000.00	\$ -	\$ 6,000.00	\$ 7,250.00	\$ -	\$ 21,750.00	\$ 6,300.00	\$ -	\$ 18,900.00	\$ 10,000.00	\$ -	\$ 30,000.00
27	2521.518	4" CONCRETE WALK	SQ FT	227	4946	\$ 6.00	\$ 1,362.00	\$ 29,676.00	\$ 11.00	\$ 2,497.00	\$ 54,406.00	\$ 8.50	\$ 1,929.50	\$ 42,041.00	\$ 8.50	\$ 1,929.50	\$ 42,041.00
28	2521.518	6" CONCRETE WALK	SQ FT	303	3627	\$ 8.00	\$ 2,424.00	\$ 29,016.00	\$ 18.00	\$ 5,454.00	\$ 65,286.00	\$ 15.00	\$ 4,545.00	\$ 54,405.00	\$ 15.00	\$ 4,545.00	\$ 54,405.00
29	2531.503	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	195	1105	\$ 25.00	\$ 4,875.00	\$ 27,625.00	\$ 50.00	\$ 9,750.00	\$ 55,250.00	\$ 45.00	\$ 8,775.00	\$ 49,725.00	\$ 45.00	\$ 8,775.00	\$ 49,725.00
30	2531.618	TRUNCATED DOMES	SQ FT	40	400	\$ 60.00	\$ 2,400.00	\$ 24,000.00	\$ 68.00	\$ 2,720.00	\$ 27,200.00	\$ 65.00	\$ 2,600.00	\$ 26,000.00	\$ 65.00	\$ 2,600.00	\$ 26,000.00
31	2563.601	TRAFFIC CONTROL	LUMP SUM	0.26	0.74	\$ 50,000.00	\$ 13,000.00	\$ 37,000.00	\$ 30,000.00	\$ 7,800.00	\$ 22,200.00	\$ 23,500.00	\$ 6,110.00	\$ 17,390.00	\$ 30,000.00	\$ 7,800.00	\$ 22,200.00
32	2564.602	INSTALL SIGN	EACH	2	12	\$ 600.00	\$ 1,200.00	\$ 7,200.00	\$ 800.00	\$ 1,600.00	\$ 9,600.00	\$ 750.00	\$ 1,500.00	\$ 9,000.00	\$ 750.00	\$ 1,500.00	\$ 9,000.00
33	2573.502	STORM DRAIN INLET PROTECTION	EACH	13	52	\$ 200.00	\$ 2,600.00	\$ 10,400.00	\$ 200.00	\$ 2,600.00	\$ 10,400.00	\$ 125.00	\$ 1,625.00	\$ 6,500.00	\$ 200.00	\$ 2,600.00	\$ 10,400.00
34	2575.501	TURF ESTABLISHMENT	LUMP SUM	0.01	0.99	\$ 6,000.00	\$ 60.00	\$ 5,940.00	\$ 18,000.00	\$ 180.00	\$ 17,820.00	\$ 8,900.00	\$ 89.00	\$ 8,811.00	\$ 15,000.00	\$ 150.00	\$ 14,850.00
35	2852.503	4" SOLID LINE MULTI - COMP	LIN FT	6376	789	\$ 1.00	\$ 6,376.00	\$ 789.00	\$ 2.25	\$ 14,346.00	\$ 1,775.25	\$ 0.80	\$ 5,100.80	\$ 631.20	\$ 0.80	\$ 5,100.80	\$ 631.20
36	2582.503	24" SOLID LINE MULTI - COMP	LIN FT	52	432	\$ 20.00	\$ 1,040.00	\$ 8,640.00	\$ 18.00	\$ 936.00	\$ 7,776.00	\$ 8.50	\$ 442.00	\$ 3,672.00	\$ 8.50	\$ 442.00	\$ 3,672.00
37	2852.503	12" SOLID LINE MULTI - COMP	LIN FT	268		\$ 15.00	\$ 4,020.00	\$ -	\$ 16.00	\$ 4,288.00	\$ -	\$ 7.00	\$ 1,876.00	\$ -	\$ 7.00	\$ 1,876.00	\$ -
38	2852.503	4" BROKEN LINE MULTI - COMP	LIN FT	1284	4688	\$ 1.00	\$ 1,284.00	\$ 4,688.00	\$ 0.55	\$ 706.20	\$ 2,578.40	\$ 0.10	\$ 128.40	\$ 468.80	\$ 0.10	\$ 128.40	\$ 468.80
39	2582.518	PAVEMENT MESSAGE MULTI - COMP (RR)	SQ FT		124	\$ 10.00	\$ -	\$ 1,240.00	\$ 35.00	\$ -	\$ 4,340.00	\$ 9.00	\$ -	\$ 1,116.00	\$ 9.00	\$ -	\$ 1,116.00
40	2582.518	CROSSWALK MULTI - COMP GROUND IN	SQ FT	672	2646	\$ 15.00	\$ 10,080.00	\$ 39,690.00	\$ 14.00	\$ 9,408.00	\$ 37,044.00	\$ 10.60	\$ 7,123.20	\$ 28,047.60	\$ 10.60	\$ 7,123.20	\$ 28,047.60

TOTAL BASE BID	\$ 424,512.00	\$ 1,006,661.00	\$ 312,758.20	\$ 846,049.40	\$ 408,294.30	\$ 1,020,389.95	\$ 523,523.70	\$ 1,348,258.50
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Correction based on Unit Price Bids

SUMMARY OF RESULTS

	ENGINEERS OPINION OF PROBABLE COST FOR CONSTRUCTION	FERGUSON ASPHALT PAVING INC.	CENTRAL SPECIALTIES INC.	MARK SAND & GRAVEL CO.
BASE BID	\$ 1,431,173.00	\$ 1,158,807.60	\$ 1,428,684.25	\$ 1,871,782.20
DBE Goal	12.70%			
DBE Proposal Commitment		12.70%	12.70%	12.70%

APPARENT LOW BIDDER IS HIGHLIGHTED IN BLUE

NOTICE
 In accordance with Section 13.591 of Minnesota Statutes Chapter 13 this abstract of bids received is non-public data and dissemination of the information contained herein shall be limited to those persons involved in the bid evaluation process until such time the bids are awarded or rejected by the City Council.

MINNESOTA DEPARTMENT OF TRANSPORTATION CITY OF FERGUS FALLS

CONSTRUCTION PLAN FOR
BITUMINOUS MILLING AND BITUMINOUS SURFACING,
CONCRETE SIDEWALK, CURB RAMPS & RETAINING WALL

LOCATED ON S.P. 126-105-008 NORTH BROADWAY FROM WEST LINCOLN AVE TO NORTH FIR AVE (GEOGRAPHIC DESCRIPTION)
 FROM 148' NORTH AND 2000' EAST OF THE SOUTHWEST CORNER OF SEC. 34 T 133, R 43 (LEGAL DESCRIPTION)
 TO 43' SOUTH AND 1872' EAST OF THE NORTHWEST CORNER OF SEC. 34 T 133, R 43 (LEGAL DESCRIPTION)

LOCATED ON S.P. 126-135-001 RANDOLPH AVENUE FROM FRIBERG AVENUE TO SPRINGEN AVENUE (GEOGRAPHIC DESCRIPTION)
 FROM 2833' NORTH AND 936' EAST OF THE SOUTHWEST CORNER OF SEC. 35 T 133, R 43 (LEGAL DESCRIPTION)
 TO 3002' NORTH AND 3397' EAST OF THE SOUTHWEST CORNER OF SEC. 35 T 133, R 43 (LEGAL DESCRIPTION)

S.P. 126-105-008	S.P. 126-135-001
GROSS LENGTH <u>4688.24ft</u> <u>0.888</u> mi	GROSS LENGTH <u>2487.20ft</u> <u>0.471</u> mi
BRIDGES-LENGTH _____ ft _____ mi	BRIDGES-LENGTH _____ ft _____ mi
EXCEPTIONS-LENGTH <u>25.86</u> ft <u>0.005</u> mi	EXCEPTIONS-LENGTH _____ ft _____ mi
NET LENGTH <u>4662.38ft</u> <u>0.883</u> mi	NET LENGTH <u>2487.20ft</u> <u>0.471</u> mi
EQUATIONS _____	EQUATIONS _____

MINN. PROJ. NO. STBG 5623(243)

GOVERNING SPECIFICATIONS
 THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION
 "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND THE "SUPPLEMENTAL
 SPECIFICATIONS" DATED SEPTEMBER 2022 SHALL GOVERN.

INDEX OF SHEETS		
SHEET NO.	TITLE SHEET	TITLE
1	G1.1	TITLE SHEET
2	G1.2	LEGEND
3	G1.3	ESTIMATED QUANTITIES
4-5	G1.4 - G1.5	TYPICAL SECTIONS
6	G1.6	GENERAL DETAILS
7-18	G2.1 - G2.12	STANDARD PLAN DETAILS
19-20	C1.1 - C1.2	BROADWAY AVE. TABULATIONS
21-25	C2.1 - C2.5	BROADWAY AVE. REMOVAL PLANS
26-30	C3.1 - C3.5	BROADWAY AVE. SURFACING PLANS
31-42	C4.1 - C4.12	BROADWAY AVE. ADA IMPROVEMENTS
43-48	C5.1 - C5.6	BROADWAY AVE. EROSION CONTROL PLANS
49-60	C6.1 - C6.12	BROADWAY AVE. TRAFFIC CONTROL PLANS
61	D1.1	RANDOLPH AVE. TABULATIONS
62-66	D2.1 - D2.5	RANDOLPH AVE. REMOVAL PLANS
67-71	D3.1 - D3.5	RANDOLPH AVE. SURFACING PLANS
72	D4.1	RANDOLPH AVE. CURB RAMPS
73-77	D5.1 - D5.5	RANDOLPH AVE. EROSION CONTROL
78-90	D6.1 - D6.13	RANDOLPH AVE. TRAFFIC CONTROL PLANS
91-95	D7.1 - D7.5	RANDOLPH AVE. STRIPING PLAN

THIS PLAN SET CONTAINS 95 SHEETS
 DESIGN DESIGNATION

	S.P. 126-105-008	S.P. 126-135-001
	PRESENT ADT	2023 = 2450
FUTURE ADT	2043 = 2690	2043 = 2630
TON DESIGN	9 TON	9 TON
CLASSIFICATION	URBAN MAJOR COLLECTOR	URBAN MAJOR COLLECTOR
NO. OF TRAFFIC LANES	2	2
NO. OF PARKING LANES	2	2
DRIVING LANE WIDTH	12'	12'
PARKING LANE WIDTH	10'	8'
POSTED SPEED	30 MPH	30 MPH
SOIL FACTOR	120	120
HCADT	145	142

BASED ON STOPPING SIGHT DISTANCE
3.5' HEIGHT OF EYE. 2.0' HEIGHT OF OBJECT.
 DESIGN SPEED NOT ACHIEVED AT: N/A

Alex Schwarzhoff
 INTERSTATE ENGINEERING
 ALEX SCHWARZHOFF

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

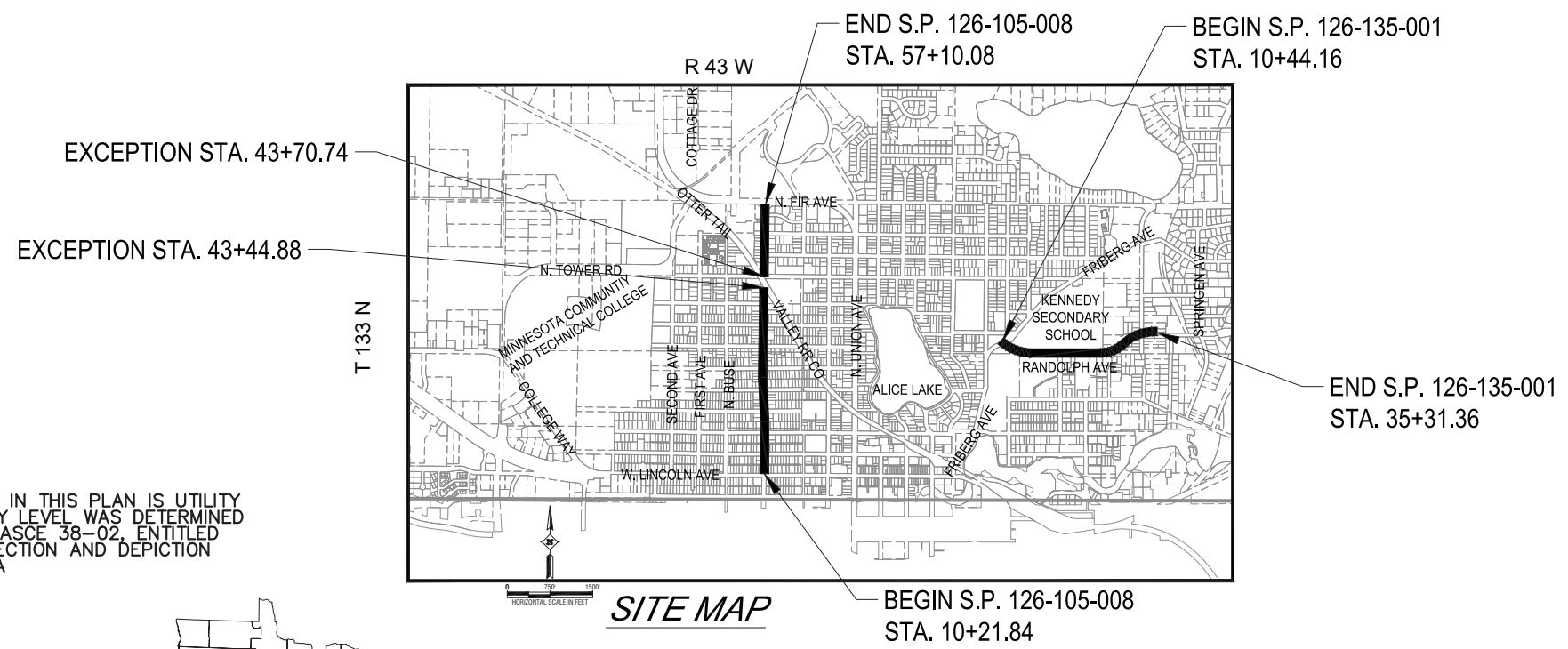
DATE: 3-14-2023 LICENSE NUMBER: 47119

APPROVED BY *Brian Yavarow*
 BRIAN YAVAROW PE CITY ENGINEER

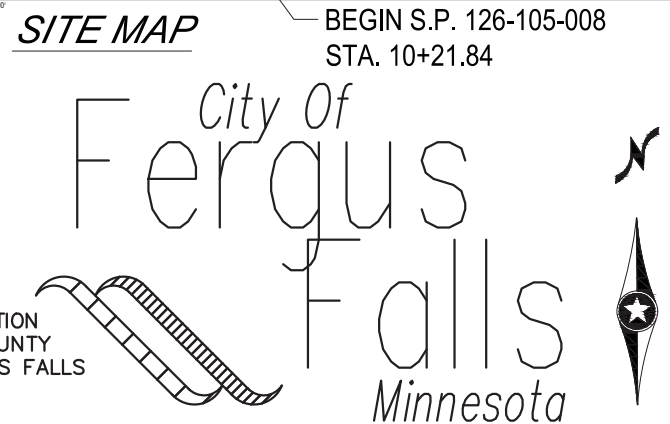
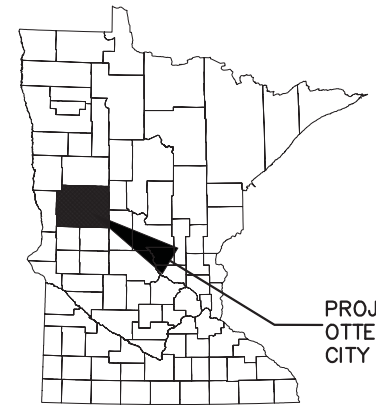
DATE: 3-18-2023 LICENSE NUMBER: 48363

DISTRICT STATE AID ENGINEER: REVIEWED FOR COMPLIANCE WITH STATE-AID AND/OR FEDERAL AID RULES/POLICY.

APPROVED FOR STATE AID AND/OR FEDERAL AID FUNDING
 STATE AID ENGINEER



THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA"



SCALES

REMOVALS	<u>40 FT</u>
SURFACING	<u>40 FT</u>
CURB RAMPS	<u>20 FT</u>
MILL AND OVERLAY, TRAFFIC MARKINGS	<u>40 FT</u>
BROADWAY AVE. TRAFFIC CONTROL	<u>50 FT</u>

Interstate Engineering, Inc.
 P.O. Box 316
 116 East Washington Avenue
 Fergus Falls, MN 56538
 PH (218) 739-5545
 Fax (218) 739-4814
 www.interstateeng.com

Offices in North Dakota, Minnesota, Montana and South Dakota

S.P. 126-105-008
 S.P. 126-135-001

City Council Meeting
December 4, 2023

The Fergus Falls City Council held a regular meeting on Monday December 4, 2023, at 5:30 pm in the City Council Chambers. Pastor Dave Foss gave the invocation, and the Pledge of Allegiance was recited. Mayor Schierer called the meeting to order at 5:31 pm and the following council members were in attendance: Kvamme, Rufer, Kremeier, Thompson, Rachels, Hicks, Fish and Job.

Approval of Agenda

A motion and second were offered by Fish and Thompson approving the agenda and the motion carried.

Pebble Lake Golf Course Discussion

On November 6 the council passed a motion directing staff to send out Requests for Proposals (RFP) for golf course management services with proposals due on December 21. Pebble Lake Golf Club President Dusty Christensen read a letter regarding the RFP and requested the city terminate the process and begin discussions for the renewal of their five-year lease scheduled to expire December 31, 2023. They have begun preparations for the 2024 golf season and secured contracts for staff, golf carts, merchandise, and chemicals. He acknowledged the Pebble Lake Golf Course received significant financial assistance and loan forgiveness from the city in the past, but they have worked hard to turn their operations around and are now operating in the black. The board was upset their 55 years of experience could have been honored better than the council unanimously deciding to issue an RFP process so late in the year for a contract soon due to expire without responding to their request to negotiate.

Mayor Schierer felt there is a strong relationship between the city and golf board, but it was prudent to request an RFP to ensure the taxpayer dollars are being put to good use. Hicks admitted he has been critical of past golf board decisions but commended their hiring of Kevin Swenson as operations have turned around and the course is seeing a profit. He feels an RFP assures the city is getting the most out of taxpayer dollars for this city asset but questioned if this is the right time for the process. Rufer complimented the golf course management and the board's work in turning around their operations. He too believes an RFP process is occasionally necessary but felt this is the wrong time to issue one as there has been a lot of hard work invested for next year. Kremeier said the golf course operating in the black is a better scenario than other projects projected to operate at a loss even before they are built. Although the golf course cost the city money in the past, it is an amenity that has proven its ability to be successful and they bring people into the community. He advocated the golf board be allowed to continue operating. Fish does not believe this is the right time for an RFP process, but the council is being asked to be accountable for the city's expenses. Hicks offered **Resolution #207-2023** extending the lease agreement with the Pebble Lake Golf Course for an additional year and to initiate an RFP process in July of 2024 with an effective date Jan 1, 2025, which was seconded by Kremeier.

Kvamme voted in favor of the RFP because as an elected official, he is responsible to make financial decisions on behalf of the community and it was not his intent to throw away the existing relationship. Rachels believes the golf staff is doing a good job of operating and maintaining the golf course. The purpose for his motion to issue an RFP was due to constituents asking why the "good old boys" at the golf course receive city funding. He did not feel the golf board needed to be threatened by the process

and their ability to turn their operations around and create a successful restaurant partnership should be applauded. It was not his intent to disrupt the relationship with Palmer's restaurant and advocated the partnership with them had to be continued for the remainder of their lease regardless of who is managing the facility. Christensen said the RFP process could jeopardize that partnership and it puts the livelihood of the restaurant and golf course at stake. He felt the council made the motion on November 6 without having all the facts and he again urged the council to reconsider the RFP process. Fish said the city's allocation helps with golf course equipment, but with the rising costs, it does not go far.

Travis Johnson reminded the council their funding is limited to equipment which is still a city asset. Mark Leighton criticized the council and administration for not acting on the lease months ago, for not making informed decisions and referenced the real estate taxes the city gains from homes in the area. He suggested renewing the lease for five years. Ben Jurgens felt Mr. Rachel's motion was disrespectful to the Pebble Lake Golf Course board and its members. He felt the long-time partnership deserved more than a one month notice to negotiate their lease and expressed frustration the golf board's efforts to turn around the facility have gone unnoticed and unappreciated. Jurgens perceived the council's action to unilaterally approve the RFP as disloyal and asked them to consider the negative impact their decision could have on the livelihood of their staff. Instead of condoning the "good old boys" mentality, he suggested the council explain the golf course is given city funding to help fund equipment costs to their city asset. Darlys Hegge spoke as a former golf board member about the hard work their membership has put into improving the Pebble Lake Golf Course. She spoke highly of the current staff and felt their work should be acknowledged and appreciated. Mike Schneeberger spoke about his experience as a groundskeeper and advocated the golf course be run independently without using taxpayer funds. He suggested the business he works for could perform routine maintenance. Dick Nitz spoke about the initial condition of the golf course in 1965 and the private funding and work that went into establishing the course. He felt the course is being well run and the city should continue working with the Pebble Lake Golf Club. Debbie Smith spoke about the "good old boys and gals" that have taught her how to golf, their donations of equipment, time, and funds to help others learn. She felt this golf course has unlimited potential and asked about the cost to winterize the clubhouse so the restaurant, its meeting space can be offered year-round.

Hicks offered an *amendment to the resolution* to include extending the lease agreement with the Pebble Lake Golf Course for an additional year and to review an RFP process in July of 2024 with an effective date Jan 1, 2025, and a sub-committee comprised of 2 members of the Pebble Lake Golf Club board, 2 city staff members and 2 council members be formed to negotiate the terms of the extended lease agreement. Kremeier agreed to the amendment subject to the golf board agreeing to these terms as well. The resolution was called to a vote and was adopted.

Consent Agenda

The following items were approved under **Resolution #208-2023** by Fish: Motion approving the minutes from the November 20, 2023, City Council meeting and the November 29, 2023 Committee of the Whole meeting. A motion approving the following 2024 licenses: Tobacco Holiday Stationstores, Cenex Zip Trip, Walgreens; Off-Sale 3.2% Malt Liquor Holiday Stationstores; Demo/Hauler Building Waste Sigelman Steel & Recycling; Metal Recycling Sigelman Steel & Recycling, Lakes Iron & Metal; Junk Dealer Sigelman Steel & Recycling; Full Liquor License Socials Bar & Grill, Applebee's Neighborhood Grill/Bar, Fiesta Brava, El Loro Mexican Restaurant, Mabel Murphy's, on Pablo's Mexican Restaurant; Minnesota Lawful Gambling Permit Fergus Falls Youth

Baseball for raffle at DeLagoon Park on May 14, 2023; Brewer, Taproom and Growler Outstate Brewing Company, Fergus Brewing; On Sale 3.2% Malt Liquor and Wine (Strong Beer Authorization) The Fabled Farmer. **Resolution #209-2023** accepting the lighting quote for the DeLagoon softball fields in the amount of \$743,459. The resolution was seconded by Rufer and was adopted.

2024 Budget and Levy

Finance Director Bill Sonmor presented the 2024 budget and levy. When the preliminary budget was presented in September the proposed expenditures were \$71,121,218 and the tax levy was \$8,300,000 for an 8.76% increase over 2022. Since that time the Tax Levy Committee decreased the proposed expenditures to \$67,889,149 and the tax levy to \$8,147,000 for a 6.75% increase. Street maintenance was allocated an increase of 10%. One new position is proposed within the Building Inspection Department which will fund 60% of the position while the remaining \$40,000 will be shared with the Storm Water Fund. The city received an increase of \$578,000 in Local Government Aid and a one-time allocation of \$614,500 for public safety that does not all have to be spent next year. 2024 projects include street projects, the aquatics center, improvements at DeLagoon Park, and the redevelopment of the dairy property for a total of \$27,612,000. The city plans to run the Bigwood Event Center next year with a planned transfer of \$124,000 from the liquor store. Staff will bring a discussion regarding the utility rates, franchise fees and capital improvement plan back to the council early next year.

The public comment period opened at 6:59 pm.

- Mark Leighton felt the city is overspending and advocated for an additional \$1.5 million in budget cuts including the elimination of a department, parks, the city's contribution to Greater Fergus Falls and the Bigwood Event Center. He requested each council member review his proposal.
- Michael Burgraff thanked the council for their service and work to keep the community progressive. The new parks and projects are attracting families to the community without being financially restrictive. He thanked Bill Sonmor for his tireless work with the city's finances and as a resident he relies on the professional staff and council to do what is right for the city overall.
- Duane Cookman also commended Bill Sonmor for his outstanding job of building the budget and Al Kremeier for holding the town hall meetings. He sees the efforts of many people working behind the scenes and feels this momentum will continue to build our community.
- Tammy Eerring asked the council to tread lightly on raising taxes as they are a one income family whose household's financial decisions are dependent upon the council's action.
- Jeremiah Jensen is a new resident who requested the council to reconsider the budget and additional other cuts to protect the working-class residents.
- Jolene Karlstad is trying to survive on her own after being widowed and an increase in property taxes may force her from her home. She asked the council to reconsider the budget, so it does not negatively impact the lower- and middle-class homeowners.
- Cathy Colling said the rising cost of utilities, property taxes, a proposed new school, and water treatment plant will negatively impact her fixed income. She encouraged the council to follow Mr. Leighton's suggestion to cut the budget more significantly.

The public hearing concluded at 7:19 pm.

Hicks pointed out the funding sources for the dairy property (state bonding dollars), and the aquatics center and DeLagoon Park (local option sales tax). He acknowledged the city sometimes needs to

invest in amenities that don't make money and was willing to give the Bigwood Event Center more time to turn around the operations. He suggested the city outsource services and issue RFPs for banking, electronic payments, legal services, and communications; implement credit card surcharges and review cell phone plans. Kremeier was sympathetic to the property owners concerned with the city's budget and suggested department heads provide spending reports at each meeting so budget decisions can be made year-round rather than approving the budget at the end of the year. Rachels explained the department heads submit their budgets in June and the Tax Levy Committee reviews the budget line by line. They must often turn down budget requests and the implication that cutting \$1.5 million from the budget is easy is simply untrue. City Administrator Andrew Bremseth said the city's budget process is prescribed by the City Charter. On a regular basis staff make spending requests at the Committee of the Whole and City Council meetings. The Tax Levy Committee meets dozens of times to develop the budget and they consider the impact of their recommendations on residents. Rufer said it is not the council's role to micromanage departments, but to trust the trained professionals they have hired, and he applauded staff for their good work in the budget process. Kvamme felt the budget increase was remarkable considering the increased costs and was grateful for the thoroughness of the budget process. Hicks clarified that the city's budget is only one component of a resident's tax statement as the school district and county also contribute to the overall taxes.

The Mayor allowed for additional public comments.

- Mark Hermes felt Mark Leighton's suggestions to reduce the budget should be considered and he encouraged the council to review those recommendations.
- Debbie Smith said her property taxes increased more significantly than the city's proposal suggested. The Mayor explained the increase is an average for the city as a collective and individual properties vary due to the complicated formula.
- Duane Cookman spoke about his individual property's valuation.
- Cathy Colling said her property is going up significantly and encouraged others to attend the county and school budget hearings.

2024 Levy

Rachels offered **Resolution #210-2023** approving the 2024 levy in the amount of \$8,147,000, which was seconded by Job and was adopted.

2024 Budget

Thompson offered **Resolution #211-2023** approving the 2024 budget in the amount of \$67,889,149, which was seconded by Rufer and was adopted.

Resolution of Accounts

Fish offered a resolution authorizing the payments and claims in the amount of \$863,663.60, which was seconded by Rufer and was adopted.

The meeting adjourned at 7:51 pm

Lynne Olson

FOR COUNCIL MEETING — DECEMBER 18, 2023

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

Tobacco License

Lincoln Vapors LLC

Minnesota Lawful Gambling Permit

Someplace Safe for raffle at M-State on February 17, 2023

Mechanical

E&H Enterprises of Alexandria/Elingson Plumbing, Heating
Fire N Ice Heating & A/C

3.2% On Sale Malt Liquor & Wine

I-94 Speedway

Full Liquor License

Bigwood Event Center



Council Action Recommendation

Page 1 of 2

Meeting Date:

12/18/23 City Council

Subject:

Transportation Alternatives Agreement

Recommendation:

Resolution approving Transportation Agreement with Transportation Alternatives

Background/Key Points:

The city has partnered with Productive Alternatives (Transportation Alternatives) for many years to provide public transportation services to the Community. This service is available for all to use in the Community and is provided by the very-recognizable “Otter Express” vans and buses seen around town.

The City and Transportation Alternatives have had a long-standing agreement, but it has been a one-year agreement needing to be renewed annually. The terms haven’t changed on an annual basis, but Council has been asked to pass the agreement each year. With the existing agreement coming to an end on December 31, 2023, staff has reviewed this agreement.

We have simplified the contract but are also recommending that we consider a 5-year agreement, rather than needing to act on this each year. We did add language that indicates the contract would automatically terminate if the City does not budget for these services as part of their annual budget process, meaning we still control whether we want to fund this service on an annual basis.

We pay Transportation Alternatives \$50,000 annually for these services, which keeps the rates affordable. As part of the budget process this year, staff from Transportation Alternatives indicated that they provide rides to employees working at 34 locations in Fergus Falls on a regular basis, supporting workforce needs in Fergus Falls. This is part of the approximately 5,000 rides they provide each month.

The \$50,000 annual cost has not changed since the early 2000s when the partnership was created.

If approved, the new agreement would expire December 31, 2028.

Budgetary Impact:

\$50,000 annually

Originating Department:

Administration

Respectfully Submitted:

Andrew Bremseth, City Administrator

Attachments:

Proposed 5-year agreement

TRANSPORTATION AGREEMENT

This Transportation Agreement (the “Agreement”) is made to be effective January 1, 2024, and is by and among the City of Fergus Falls, Minnesota, a municipal organization (the “City”) and Productive Alternatives, Inc., a Minnesota non-profit organization (the “Operator”).

RECITALS

WHEREAS, the City is empowered and authorized by law to contract with private or public transportation providers for public transportation services within the City; and

WHEREAS, the City is in need of public transportation services; and

WHEREAS, the Operator represents to the City that it is duly qualified and agrees to perform the “Services” described in this Agreement; and

WHEREAS, the City desires to contract with Operator for public transportation services within the limits of the City and the City allocates in its budget funds to support Operator’s public transportation operations within the City; and

WHEREAS, the Minnesota Department of Transportation has grant funds available for the Operator to provide the Services; and

WHEREAS, it is the resolution of the City that it is in the best interest of the citizens of the City to enter into this Agreement in order to provide funding for the Services and implementation of needed public transportation services within the City.

NOW, THEREFORE, it is agreed by the City and Operator as follows:

ARTICLE 1. TERM OF AGREEMENT AND SERVICES PROVIDED

1.1 Throughout the term of this Agreement, Operator, acting as an independent contractor, agrees to provide public transportation services to deliver and pick up members of the general public within the City desiring public transportation services pursuant to routes and schedules as developed by the Operator at its reasonable discretion (collectively, the “Services”).

ARTICLE 2. EQUIPMENT; DRIVERS

- 2.1 In providing the Services contemplated hereunder, the Operator agrees:
 - a. To furnish appropriate vehicles to provide the Services that conforms to all the State and Federal laws and regulations relating to public transportation services.
 - b. To keep vehicles in good working condition as required by any state or federal regulations.

- c. To conduct routine safety inspections of each vehicle used to provide the Services as required by any state or federal regulations.
 - d. To furnish drivers over 18 years of age, in good health, and in possession of a valid driver's license issued by the Motor Vehicle Department of the state of Minnesota, which authorizes an individual driver to operate a class of commercial motor vehicles as includes the vehicle a driver will be operating if it is large enough to require a CDL.
 - e. To furnish drivers with proper qualifications to fulfill the requirements of this Agreement.
 - f. To establish and enforce internal rules and regulations relating to the conduct of drivers used to provide the Services.
 - g. To discipline, discharge, or replace any drivers violating rules of conduct or not meeting the qualifications or requirements as may be established herein in addition to any other applicable qualifications or requirements.
 - h. To furnish drivers that meet any physical, mental, and other requirements established under applicable law or regulations as necessary to perform job-related functions with any necessary reasonable accommodations to provide the Services.
 - i. To have in place an applicant review process for use in hiring drivers furnished to provide the Services which include provisions for specific background checks and criteria for rejection of unacceptable applicants.
- 2.2 Operator agrees that any accident involving vehicles used to provide the Services will be reported in accordance with applicable State requirements.

ARTICLE 3. ROUTES

- 3.1 Operator shall design and schedule its routes to deliver the Services at its reasonable discretion.
- 3.2 Operator will provide the City periodic updates outlining each individual route within the City.

ARTICLE 4. COMPENSATION FOR SERVICES

- 4.1 The City agrees to pay the Operator annual compensation for the Services in the sum of \$50,000.00, subject to budget allocation of the City. This Agreement shall automatically terminate if the City does not allocate for these Services in its annual budget. The parties agree the compensation for services shall be paid quarterly, and the Operator agrees to

provide the City an invoice for services to be rendered for each quarter. If this Agreement terminates, the obligation of the City to pay additional quarterly payments shall end and the City shall be obligated to make no further payments.

ARTICLE 5. INSURANCE; INDEMNITY

- 5.1 Operator agrees to keep in effect liability insurance coverage for each vehicle involved with providing the Services to insure against liabilities of not less than \$1,000,000.00 for each claimant and \$2,000,000.00 for each single occurrence.
- 5.2 Operator agrees to hold harmless and indemnify the City from any and all claims, demands, causes of action, and suits against the City caused by negligence or intentional acts of the officers, employees, and agents of the Operator and the City shall pay or settle no claims or judgments arising out of such negligence or intentional acts of the officers, employees, or agents of the Operator, except as otherwise required by law, without approval of the Operator, or its insurer, in writing, and shall immediately give notice of all claims or suits to Operator.

ARTICLE 6. FORCE MAJEURE

- 6.1 It is agreed by the parties that in the event the Operator is unable to provide the Services because of acts of God, fire, riot, picketing, civil commotion, strikes, labor disputes, or any other like or similar condition beyond the reasonable control of Operator, the City shall excuse the Operator from performance hereunder.

ARTICLE 7. TERMINATION; NOTICES

- 7.1 This Agreement shall terminate on December 31, 2028. This Agreement may be terminated earlier upon 30 days' prior written notice by either party. Failure or refusal of either party to substantially perform the material conditions of this Agreement during its term will permit the non-breaching party to terminate the Agreement upon 30 days written notice to the breaching party, unless within such 30 day period the breaching party shall correct the performance to the satisfaction of the non-breaching party.
- 7.2 All notices required or permitted to be given under this Agreement shall be given by personal delivery or by United States Mail, postage prepaid, certified and return receipt requested, as follows:

To the City: City of Fergus Falls
 Attn: City Administrator
 112 West Washington
 Fergus Falls, MN 56537

To the Operator: Transit Alternatives, Inc.
 Attn: President to Director of Transportation
 1225 North Tower Road

The address for notices may be changed from time to time by either party upon written notice.

ARTICLE 8. MISCELLANEOUS

- 8.1 No Assignment. Operator shall not be allowed to transfer any part or all of its interest in this Agreement without the prior written consent of the City.
- 8.2 Independent Parties. It is expressly acknowledged by the parties that operator (and any agents, employees, or representatives of Operator) is an “Independent Operator”. This Contract does not constitute a hiring of Operator or any of its employees, agents, or representatives as an employee of the City. It is the parties’ intention that Operator and its employees, agents, or representatives shall be and remain an independent Operator and shall not be the City’s employee. Operator shall retain control, discretion, and judgment regarding the manner and means of providing the Services to the City. This Contract and the relationship of the parties shall not be construed as a partnership, agency, joint venture, or any other association whatsoever, and neither Operator nor City shall be liable for any obligations incurred by the other, and neither party shall have authority to bind the other in any manner whatsoever relative to third parties.
- 8.3 Arbitration. Any dispute between the parties with respect to this Agreement or the performance hereunder shall be resolved by a panel of the arbitrators in accordance with the American Arbitration Association Commercial Arbitration rules and proceedings.
- 8.4 Adjustments. Any adjustments or refunds under this Agreement shall be determined by mutual agreement of the parties.
- 8.5 Government Data Practices. The Operator and City must comply with the Minnesota Government Date Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the City under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Operator under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Operator or the City.

If the Operator received a request to release the data referred to in this Clause, the Operator must immediately notify the City. The City will give the Operator instructions concerning the release of the data to the requesting party before the data is released.

- 8.6 Workers’ Compensation. The Operator certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers’ compensation insurance coverage, to the extent such act is applicable to Operator. The Operator’s employees and agents will not be considered City employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any

third party as a consequence of any act or omission on the part of these employees or agents are in no way the City's obligation or responsibility.

- 8.7 Data Disclosure. The Operator consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, and to provide such information to the City, to federal and state agencies and state personnel involved in the payment of City obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Operator to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.
- 8.8 Operator agrees to comply with all federal, state and local laws and regulations.
- 8.9 Other Agreement. Nothing in this Agreement shall be deemed to prohibit Operator from entering into additional or alternative agreements or arrangements to provide services similar to the Services in other areas or with other municipalities.
- 8.10 Amendment. The City and Operator agree that no change, amendment, alteration, or modification of this Agreement shall be of any force or effect unless the change, amendment, alteration, or modification is dated, reduced to writing, and is executed by representatives of both parties.
- 8.11 Severability. The City and the Operator agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provision shall not be affected thereby such remainder would then continue to conform to the purposes, terms, and requirements of this Agreement and applicable law.

IN WITNESS WHEREOF, the parties have executed this Agreement below:

CITY OF FERGUS FALLS:

By _____
Its Mayor

By _____
Its City Administrator

OPERATOR:

PRODUCTIVE ALTERNATIVES, INC.

By _____
Its President.



Council Action Recommendation

Page 1 of 1

Meeting Date: December 12, 2023

Subject: Donation to the Fergus Falls Public Library

Recommendation:

Resolution accepting a donation to the Fergus Falls Public Library from the Porter Family Fund in the amount of \$20,000.

Background/Key Points:

The Fergus Falls Public Library recently received an unrestricted donation of \$20,000 from the Porter Family Fund. The Library Advisory Board, at the recommendation of the Library Director, would like to reserve these funds for future expenses related to computers and technology.

Budgetary Impact:

Donation of \$20,000.00 to the Fergus Falls Public Library.

Originating Department:

Fergus Falls Public Library

Respectfully Submitted:

Gail Hedstrom / Library Director

Attachments: None

Meeting Date:

December 18- City Council Meeting

Subject:

Recommendation by Planning Commission to approve with conditions a Conditional Use Permit to allow a home-birth midwifery practice in an R-2 residential zone at 124 W Oriole Dr.

Request:

Review Planning Commission's recommendation for approval with conditions of C-2023-4 and approve, approve with conditions, deny with stated reasons for denial, or extend the 60-day response period for C-2023-4.

Background/Key Points:

A conditional use is a land use the city permits in a zoning district when an applicant meets certain standards. The standards and criteria shall include general requirements for all conditional uses, but Council may also attach reasonable conditions they deem necessary to mitigate anticipated adverse impacts associated with the conditional use.

When considering a conditional use, Council shall do one of the following:

- Approve CUP without conditions
- Approve CUP with conditions
- Deny CUP and provide a written statement addressing the ordinance standards and explaining the relevant facts and conclusions for denial.
- Extend the 60-day response period once or negotiate additional extension(s) beyond 120 days with the applicant.

124 W Oriole Dr has previously been used as a group home and assisted living facility. Use as a birthing clinic is therefore similar in nature to its previous healthcare-related uses and will likely maintain similar staffing and traffic patterns. In review of the case at a special meeting of the Planning Commission on December 5, 2023, and following a public hearing, Planning Commission determined that an independent home-birth midwifery practice at 124 W Oriole Dr will:

1. Not be detrimental to or endanger the public health, safety, or general welfare of the neighborhood or the city.
2. Be harmonious with the general and applicable specific objectives of code provisions.
3. Be maintained so as to be compatible or similar in an architectural and landscape appearance with the existing or intended character of the general vicinity and will not change the essential character of that area nor substantially diminish or impair property values within the neighborhood.
4. Be served adequately by existing essential public facilities and services, including streets, police and fire protection, drainage, structures, refuse disposal, water and sewer systems and schools.
5. Not involve uses, activities, processes, materials, equipment and conditions of operation that will be hazardous or detrimental to any persons, property or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare or odor.

6. Will have vehicular ingress and egress to the property which does not create traffic congestion or interfere with traffic on surrounding public streets.
7. Will not result in the destruction, loss or damage of a natural, scenic or historic feature of major importance.

Seven neighbors from Oriole Dr and nearby Meadowlark Ln attended the public hearing and shared concerns regarding an increase in traffic and use of on-street parking should the building be used as a birthing facility. They noted anecdotally that the building's previous uses as a group home and assisted living facility coincided with an increase in on-street parking. The neighbors also noted that there are other group homes, a daycare, and a chiropractor's office in the neighborhood to which they do not object nor from which result documented adverse effects.

The neighbor directly next door to 124 W Oriole Dr stated that she did not object to the use of the building as a birthing facility but was concerned by the suggested expansion of a concrete pad directly up to her property line to increase off-street parking, an aesthetic choice that she worries may negatively affect the resale value of her home.

The applicant answered questions regarding the operation of the birthing center, noting that her long-term goal is not to use the site for day-to-day clinical visits with clients but to reserve the space solely for home births, of which she estimates there may be one or two each week. The applicant owns a commercial building into which she will eventually expand her daily clinical operations. She stated that there may be up to 4 or 5 cars on site at a time during business hours until that move is made (3 staff members and 1-2 vehicles for visiting patients). A similar number of vehicles may be present during a birth. Non-emergent and emergent transport of patients to the hospital may be necessary during a birth. The neighbors noted that previous uses of the facility also resulted in emergency vehicles visiting the site, with the highest frequency of visits being during its use as an assisted living facility.

Planning Commission members listened during the public hearing and asked questions of the neighbors and applicant to guide their decision-making. Consensus among members of the commission was that 124 W Oriole Dr, which is not built like a typical single-family home but is instead laid out for clinical use, is unlikely to ever become a single-family home. The question then became whether the use of 124 W Oriole Dr as a birthing clinic would adversely affect the neighborhood. The commission did not note compelling evidence demonstrating that previous uses had adversely affected the neighborhood beyond an increase in on-street parking, and the commission did not feel it was appropriate to restrict access to on-street parking for a taxpaying property. To maximize on-site parking, they instead suggest Council place a condition on the permit that the applicant provide five (5) off-street parking spots for employees and visitors within 9 months of receiving the CUP.

Planning Commission also requests Council place a condition that "the applicant must abide by all applicable building codes and laws (including City ordinances) during the build-out and operation of this facility and acquire and maintain any required licenses or permits."

Budget:

N/A

Originating Department:

Community Development

Respectfully Submitted:

Klara Beck

Community Development Manager

Attachments:

CUP-2023-4 Staff Report & Application Materials



Planning Commission Staff Report

To: City of Fergus Falls Planning Commission
Respectfully Submitted: Andrew Bremseth, City Administrator
Date: November 27, 2023
Subject: C-2023-4 – 124 West Oriole Drive (Franklin & Stanley LLC)

REQUESTED ACTION

Approve a Conditional Use Permit (CUP) for an independent home-birth midwifery practice to be located in an R-2 zone at 124 West Oriole Drive.

GENERAL INFORMATION

Applicant	Franklin & Stanley LLC	Planning Commission Hearing	December 5, 2023
Property Owner	KASKA Properties LLC	City Council Meeting	December 18, 2023
Address	124 West Oriole Drive	Application Date	November 15, 2023
Parcel Number(s)	71002991392000	60-Day Expiration Date	January 14, 2024
Zoning	R-2		

BACKGROUND

Site Information & Current Conditions

The property located at 124 West Oriole Drive was most recently used as a residential long-term care facility. This property has been listed for sale and the applicant is interested in this space for a new midwifery practice. This property is located in an R-2 zone.

Adjacent Zoning

This parcel is surrounded by R-2 zoning.

Adjacent Uses

Residential Homes surround the subject property.

Proposed Project

Ann Hintz dba Franklin & Stanley LLC is interested in purchasing the property at 124 West Oriole Drive to utilize this home as an independent out-of-hospital home-birth midwifery practice. There are no alterations planned for the exterior of the property, ensuring it remains harmonious with the existing neighborhood.

Public Notification & Comments

A notice of the public hearing was published in the *Daily Journal* on November 25, 2023. A copy of the public hearing notice was mailed to 42 property owners within 350' on November 21, 2023. As of this report (11/28/23), one call has been received. This call was inquiring about parking needs of the new use and whether or not that create an impact on the neighborhood.

PROPOSED FINDINGS

§154.019(D) of the City Code states the Planning Commission shall recommend a conditional use permit and the Council may issue conditional use permits if it finds that the use at the proposed location meets the following criteria:

1. Will not be detrimental to or endanger the public health, safety, or general welfare of the neighborhood or the city.
The proposed use will not be detrimental to or endanger the neighborhood. The existing use is similar in nature to the proposed use. **Criteria Met**
2. Will be harmonious with the general and applicable specific objectives of the comprehensive plan and code provisions.
The city does not have a comprehensive plan.
3. Will be designed, constructed, operated and maintained so as to be compatible or similar in an architectural and landscape appearance with the existing or intended character of the general vicinity and will not change the essential character of that area, nor substantially diminish or impair property values within the neighborhood.
The home will continue to be used as a healthcare type facility, with no planned exterior changes. The home in its existing condition has been part of the neighborhood for over 20 years. **Criteria Met**
4. Will be served adequately by existing (or those proposed in the project) essential public facilities and services, including streets, police and fire protection, drainage, structures, refuse disposal, water and sewer systems and schools.
Infrastructure is in place at this address. **Criteria Met**
5. Will not involve uses, activities, processes, materials, equipment and conditions of operation that will be hazardous or detrimental to any persons, property or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare or odors.
No. Applicant stated traffic will be similar to the prior use of this building.
Criteria Met
6. Will have vehicular ingress and egress to the property which does not create traffic congestion or interfere with traffic on surrounding public streets.
There is an existing 25 ft. x 75 ft. concrete driveway that services the property. Between the driveway and on-street parking spaces, it seems there is adequate parking as to not interfere with traffic or cause congestion. **Criteria Met**
7. Will not result in the destruction, loss or damage of a natural, scenic or historic feature of major importance.
No. **Criteria Met**

RECOMMENDED ACTION

Based on the above findings, staff recommends **approval with conditions** of CUP-2023-4.

Proposed conditions:

1. The applicant must abide by all applicable building codes and laws (including City ordinances) during the build-out and operation of this facility and acquire and maintain any required licenses or permits.

ATTACHMENTS

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

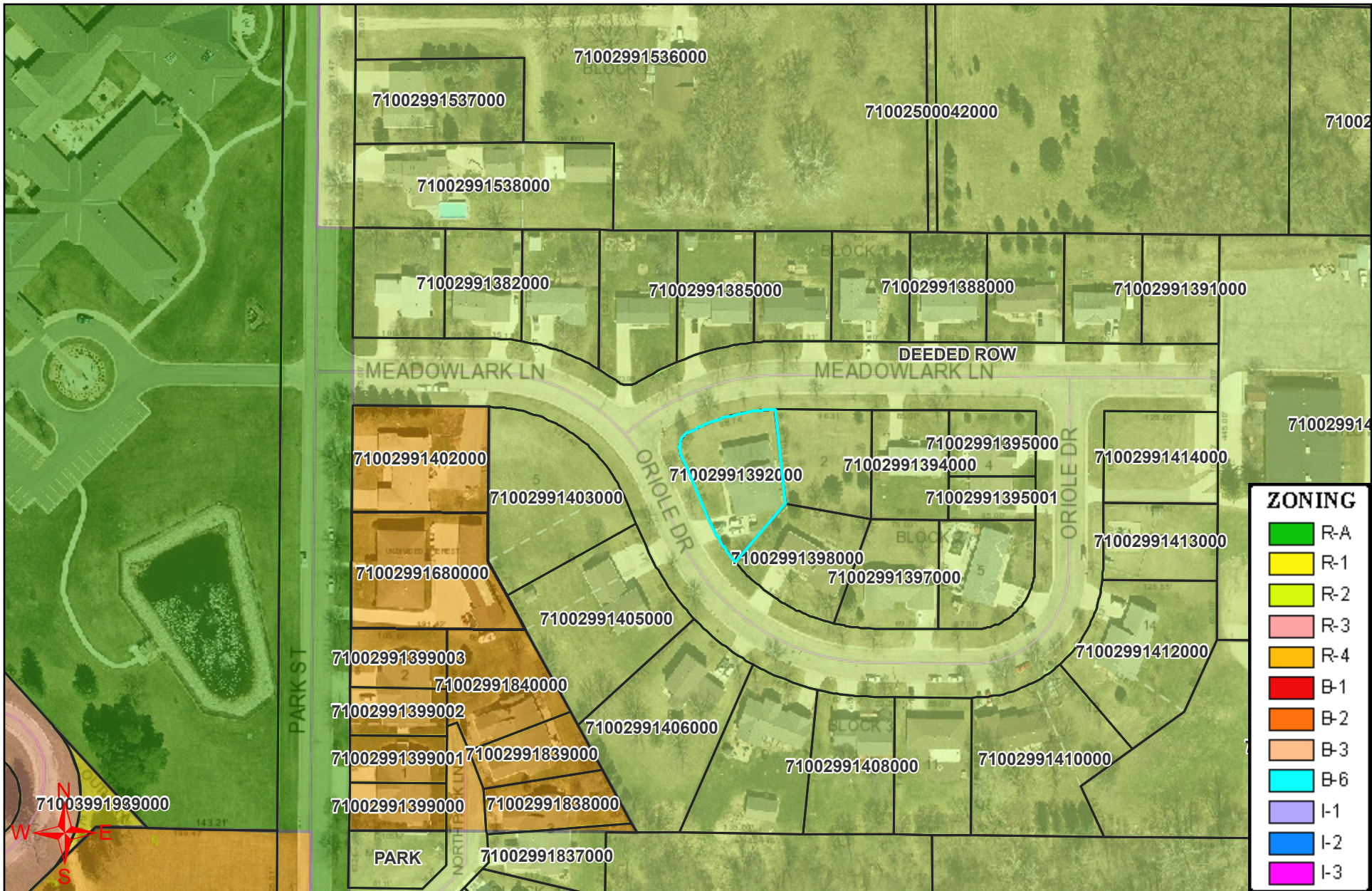
Context Map



1:1,200

Franklin & Staley LLC (Kaska Properties LLC) - 124 West Oriole Drive

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



1:1,800

Zoning Map - 124 West Oriole Drive

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



112 West Washington Avenue

Fergus Falls, MN 56537

Phone: 218-332-5434

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

www.ci.fergus-falls.mn.us

Conditional Use Permit

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

1. Property Owner Information:

Company name: KASKA Properties LLC

Last name: Birchem First name: James

Address: 15738 Highway 27 City/State/Zip: Little Falls, MN 56345-6578

Phone number: 320-224-9024 Email address: jimbo@eldercaremn.com

2. Applicant Information: (if different from above)

Company name: Franklin & Stanley LLC

Last name: Hintz First name: Ann

Address: 909 Fir Avenue East City/State/Zip: Fergus Falls, MN 56537

Phone number: 920-540-4806 Email address: embracebirthcare@gmail.com

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

124 Oriole Drive West - Fergus Falls, MN 56537

4. Zoning Designation: R2 Residential

5. Statement of Intent: Briefly describe what will be done on or with the property requiring the conditional use approval.

This property has historically been used as a residential long-term care facility. Purchaser would utilize this home as an independent out-of-hospital home-birth midwifery practice.

7. Additional Required Information:

a. Legal Description and PIN: Provide the Parcel Identification Number(s)

71002991392000

Complete legal description(s) of the property involved or put "see attached"

Sect-27 Twp-133 Range-043 FIELD'S HILLSIDE TERRACE LOT 1 BLK 2

b. Proposed Plans: A site plan is required. A landscape plan, grading and drainage plan, and other items may be required by the city/planning commission.

See Attached

c. Written Narrative: The written narrative should thoroughly address the following general items in addition to any specific requirements pertaining to the proposed use, which Section 154.019 (Conditional Use Permit) of the City Code directs the City Council to evaluate during consideration of conditional use applications:

(1) Will not be detrimental to or endanger the public health, safety, or general welfare of the neighborhood or the city?

No.

(2) Will be harmonious with the general and applicable specific objectives of the comprehensive plan and code provisions?

It will conform well, as there will be no real exterior changes to this facility.

(3) Will be designed, constructed, operated and maintained so as to be compatible or similar in an architectural and landscape appearance with the existing or intended character of the general vicinity and will not change the essential character of that area, nor substantially diminish or impair property values within the neighborhood?

The property already conforms to the neighborhood, and as there will be no real exterior changes to this facility, it will remain harmonious.

(4) Will be served adequately by existing (or those proposed in the project) essential public facilities and services, including streets, police and fire protection, drainage, structures, refuse disposal, water and sewer systems and schools?

Yes - existing services are anticipated to be adequate.

(5) Will not involve uses, activities, processes, materials, equipment and conditions of operation that will be hazardous or detrimental to any persons, property or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare or odors?

There will be nothing hazardous about the proposed use and traffic will be similar to the prior use of this building as an assisted living facility.

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

Access to the property is provided by a 25 x 75 concrete driveway, which along with some on-street parking, should be adequate for the intended use of this property.

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

No.

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

Property Owner: James Birchem Date: 11/10/23
Applicant: Ann Hintz Date: 11/10/23

B. Site Plan

See attached GIS image of property. No alterations are planned for this parcel / property.



To whom it may concern,

We understand you have questions and concerns, and are happy to provide more information about our proposed birth center.

Number of employees & Hours of Operation:

- The birth center will have approximately 4-5 employees, made up of midwives, doulas, birth assist/nurses, and administrative staff.
- Most employees would work during regular business hours, from 9:00 AM to 5:00 PM Monday through Thursday to see patients/clients for prenatal care appointments, postpartum, and Gyn-care visits. Midwives generally have alternating days for clinic, and on-call schedules.
- A small number of employees would be on-call to provide care for clients who are giving birth at night or on weekends. (3 Staff attend each birth)

Off-street parking:

- The birth center would have 6 -8 Drive-way off street dedicated parking spaces for clients and staff.
- **Angled Parking:** Angled parking allows for more efficient use of parking space, accommodating more vehicles in a designated area. This can be particularly beneficial for the birth center, where clients may arrive with support persons or family members.
- **Spaced Appointment Times:** Scheduling appointments with adequate spacing between clients can reduce the number of vehicles vying for parking spaces simultaneously. This can help alleviate congestion and ensure that clients have convenient parking options when they arrive.
- **Limited Street Parking:** Designating a limited number of street parking spaces for the birth center during daytime hours can provide additional options for clients and visitors while minimizing disruption to the neighborhood.
- **Expanding the Driveway:** Expanding the driveway in the future can significantly increase the center's parking capacity, addressing any potential parking shortages as the center's clientele grows.
- **Maintaining Home-like Aesthetics:** Preserving the home-like aesthetics of the property is essential for maintaining a welcoming and comfortable environment for clients and families.

Length of stays:

- Patients/Clients would typically arrive at the birthing center when they are in active labor.
- The length of labor varies from woman to woman, but typically is between 6 and 10 hours.
- Patients/Clients stay at the birthing center for 2-4 hours after giving birth.
- We anticipate having approximately **4-6** births per month the first year, and 10-12 at year 3-5.

Transfer STATS:

- The birth center estimates that it will have an average of 2-3 EMS transfers per month.
- The quality of care in birth centers has remained consistent. "The National Birth Center Study," published in 1989, reported on prospective, descriptive data of 11,814 women admitted for labor at 84 birth centers. One woman in six (15.8 %) was transferred to a hospital of which 2.4 % were emergency transfers. Of the women admitted to labor in the birth center, 84.2% gave birth in the center. The cesarean section rate was 4.4 percent. There were no maternal deaths. The overall intrapartum and neonatal mortality rate was 1.3 per 1000 births. The rates of infant mortality were similar to those reported in large studies of low-risk hospital birth.¹
- "The National Birth Center Study II" (NBCS II), published in 2013, reported on 15,574 women who planned and were eligible for birth center birth at the onset of labor. Four percent were

transferred to a hospital before admission to the birth center, 12% were transferred in labor after admission and 84% gave birth at the birth center. Regardless of birth setting, 93% of women enrolled for birth center care had a spontaneous vaginal birth. There were no maternal deaths. Less than 2% of birth center transfers were emergent. The intrapartum fetal mortality rate for women admitted to the birth center in labor was 0.47/1000. The neonatal mortality rate was 0.40/1000 excluding anomalies. It is noteworthy that two decades lapsed between these two large studies, yet the outcomes are remarkably similar²

- The cesarean section rate for women receiving care in birth centers averages 6.1%, approximately one half that in studies of low risk, in-hospital births.²

EMS:

- Holding in-service meetings with Ringdahl Ambulance to discuss collaborative non-emergent transfers is a proactive step we plan to take towards ensuring a smooth and efficient process for both the birth center and the ambulance service. This collaboration will help to minimize noise and disruptions in the neighborhood while ensuring that mothers and babies receive timely and quality care.
- **Establishing clear communication protocols:** Discuss how the birth center and ambulance service will communicate with each other regarding non-emergent transfers. This includes establishing notification procedures, sharing patient information, and coordinating transportation arrangements.
- **Optimizing dispatch and response times:** Identify ways to streamline the dispatch and response process for non-emergent transfers. This could involve prioritizing non-emergent calls, having dedicated standby ambulances, or utilizing alternative transportation options.
- **Minimizing noise disruptions:** Discuss strategies for minimizing noise during non-emergent transfers. This could include using lights only, avoiding late-night transfers when possible, and using designated routes that avoid sensitive areas.
- **Ensuring patient safety and comfort:** Emphasize the importance of patient safety and comfort during transfers. This includes providing appropriate patient care, using comfortable transportation vehicles, and minimizing transfer times.
- **EMS sirens will only be used in emergency situations.**

Additional Information:

- We are committed to being a good neighbor and will work with the community to address any concerns.
- We will implement a traffic management plan to minimize any impact on local traffic.
- We will encourage patients and staff to carpool, bike, or walk whenever possible, if not on immediate call for birthing families.

We believe that our birthing center will be a valuable asset to the community. We are committed to providing high-quality care in a safe and welcoming environment.

References

1. Rooks, J., et al., "Outcomes of Care in Birth Centers: The National Birth Center Study", *New England Journal of Medicine*, 321:1804-1811, (December 28), 1989
2. Stapleton SR, Osborne C, Illuzzi J. Outcomes of care in birth centers: Demonstration of a durable model. *Journal of Midwifery and Women's Health*. 2013.

- Hill I, Dubay L, Courtot B, et al. Strong Start for Mothers and Newborns Evaluation: Year 5 Project Synthesis, Vol 1. Washington, DC: Urban Institute; 2018. <https://downloads.cms.gov/files/cmmti/strongstart-prenatal-finalevalrpt-v1.pdf>.

Traffic Management Plan for a Freestanding Birth Center

Purpose

The purpose of this traffic management plan is to ensure the safe and efficient flow of traffic around the freestanding birth center, minimizing disruptions to the surrounding neighborhood and providing a smooth experience for patients, staff, and visitors.

Scope

This plan applies to all vehicles entering, exiting, or parked at the freestanding birth center, including patient vehicles, staff vehicles, delivery vehicles, and emergency vehicles.

Objectives

The objectives of this plan are to:

- Prioritize the safety of patients, staff, and visitors
- Minimize disruptions to the surrounding neighborhood
- Ensure the smooth flow of traffic around the birth center
- Provide clear and consistent signage for all drivers
- Establish procedures for handling emergency situations

Procedures

Parking

- Designated parking areas will be provided for patients, staff, and visitors.
- Patient parking will be located closest to the entrance of the birth center.
- Staff parking will be located in the front two/three spaces (Shed moved) to minimize congestion.
- Visitor parking will be located in on the street adjacent to the birth center to minimize congestion and improve safety.
- Vehicles parked illegally or in a way that obstructs traffic will be towed.

Traffic Flow

- Vehicles entering the birth center will use the designated entrance and exit points.
- Delivery vehicles will follow a designated route to avoid disruption to patient care.
- Emergency vehicles will have unrestricted access to the birth center.

Signage

- Clear and consistent signage will be placed throughout the area to direct traffic and inform drivers of parking regulations.
- Signs will be visible from a distance

Communication

- Staff will be trained on the traffic management plan and procedures.
- Signs will be posted throughout the birth center to inform patients and visitors of the traffic plan.
- Regular communication with the surrounding neighborhood will be maintained to address any concerns.

Emergency Procedures

- In the event of an emergency, emergency vehicles will have unrestricted access to the birth center.
- Staff will be trained on emergency procedures to ensure the safe evacuation of patients, staff, and visitors.

Review and Evaluation

- This traffic management plan will be reviewed and evaluated annually or more frequently as needed.
- Feedback from staff, patients, and the surrounding neighborhood will be considered during the review process.
- Necessary revisions will be made to the plan to ensure its effectiveness.



AABC PRESS KIT

What is a Birth Center?

- The birth center is an innovation in the delivery of care to healthy, pregnant people and families. It is a health care facility for childbirth where care is provided in the midwifery and wellness model. The birth center is freestanding and not a hospital.
- Birth centers are an integrated part of the health care system and are guided by principles of prevention, sensitivity, safety, appropriate medical intervention, and cost-effectiveness. While the practice of midwifery and the support of physiologic birth and newborn transition may occur in other settings, this is the exclusive model of care in a birth center.
- The birth center respects and facilitates a person's right to make informed choices about their health care and their baby's health care based on her values and beliefs. The pregnant person's family, as they define it, is welcome to participate in the pregnancy, birth, and the postpartum period.
- Birth centers include a team of highly qualified professionals from midwifery, nursing, obstetrics, family medicine, pediatrics, nutrition, social work, physical fitness, childbirth, and parenting education.
- Birth center midwifery providers include Certified Nurse-Midwives (CNMs), Certified Midwives (CMs) and Certified Professional Midwives (CPMs).

The Birth Center Experience

- Over thirty years of data demonstrate that care provided by midwives in birth centers following the national Standards for Birth Centersⁱ results in excellent outcomes for mothers and babies.
- Birth centers improve health of mothers and babies by improving the quality of care, reducing caesareans and other poor outcomes, and saving health care dollars. ii,iii,iv

- Strong Start for Mothers and Newborns demonstrated that when freestanding birth centers provide maternity services for women and infants who are Medicaid or CHIP beneficiaries:
 - Preterm and low birth weight births were reduced by half
 - Breastfeeding initiation and duration increased
 - Caesareans were reduced by more than half
 - Women and infants received safe, quality care that costs less and uses fewer resources^{3,v}

Birth Center Savings

Strong Start and other studies of birth center care demonstrate cost savings from lower caesarean rates and fewer medical interventions, and from reductions in preterm, low birthweight births when births occur in the birth center.^{2,3,4,vi}

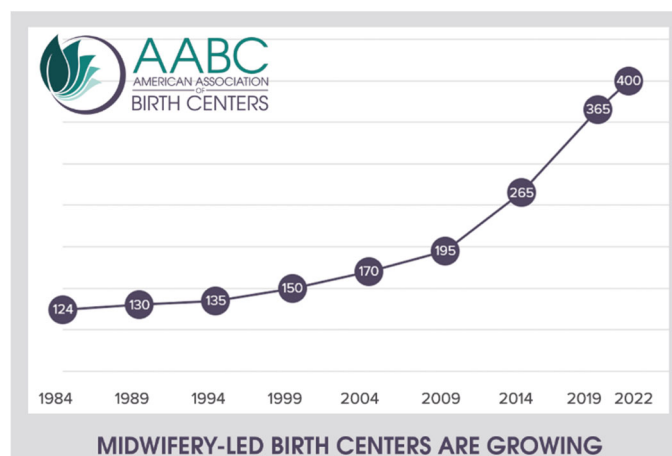
- Estimated Medicaid savings caesareans prevented per 10,000 births \$4.35 million^{2,6}
- Estimated savings reduction in preterm births per 10,000 births \$24.25 million^{2,6}
- Strong Start participant costs were \$2010 less per mother-baby pair for 1st year of life⁵

Birth Centers Growth

There are currently 400 birth centers in 40 states and DC (Feb 2022). The number of midwifery-led birth centers has more than doubled in the last decade and continues to grow.

Additionally, data from the CDC National Center for Vital Statistics shows a steady increase in the number of birth center births. From 2010-2020, the annual number of birth center births doubled.

During the same period, the annual number of U.S. births decreased by more than 10%.^{vii}



About the American Association of Birth Centers

The American Association of Birth Centers (AABC) is a multidisciplinary membership organization comprised of birth centers, individuals and organizations that support the birth center model. Members include certified nurse-midwives (CNMs), certified professional midwives (CPMs), physicians, nurses, and childbearing families. Founded in 1983, AABC is dedicated to developing

quality holistic services for childbearing families that promote self-reliance and confidence in birth and parenting in the wellness model of care.

ⁱ American Association of Birth Centers. (2017). *Standards for Birth Centers*. Perkiomenville, PA: Author

ⁱⁱ Stapleton SR, Osborne C, and Illuzzi J. Outcomes of Care in Birth Centers: Demonstration of a Durable Model. *JMWH*.58, (1), pages 3–14, Jan/Feb 2013. <http://onlinelibrary.wiley.com/doi/10.1111/jmwh.12003/full>

ⁱⁱⁱ Alliman, J., Stapleton, S.R., Wright, J., Bauer, K., Slider, K., Jolles, D. (2019). Strong Start in birth centers: Sociodemographic characteristics, care processes, and outcomes for mothers and newborns. *Birth*. 46: 234-243. doi:10.1111/birt.12433. <https://onlinelibrary.wiley.com/doi/epdf/10.1111/birt.12433>.

^{iv} Dubay, L., Hill, I., Garrett, B., Blavin, F., Johnston, E., Howell, E., ... & Cross-Barnet, C. (2020). Improving birth outcomes and lowering costs for women on Medicaid: impacts of 'strong start for mothers and newborns' an evaluation of the federal strong start for mothers and newborns program's impact on birth outcomes and costs for medicaid-covered women. *Health Affairs*, 39(6), 1042-1050.

^v Hill I, Dubay L, Courtot B et al. (2018) Strong Start for Mothers and Newborns Evaluation: Year 5 Project Synthesis, Vol 1. <https://downloads.cms.gov/files/cmml/strongstart-prenatal-finalevalrpt-v1.pdf>.

^{vi} Washington State Healthcare Authority (2016). Reimbursement of births performed at birth centers. Clinical Quality Transformation. Olympia, WA. <https://www.hca.wa.gov/assets/program/2eshb-2376-birth-centers.pdf>

^{vii} U.S. Department of Health and Human Services. Centers for Disease Control and Prevention. National Center for Health Statistics. National Vital Statistics Information. <http://www.cdc.gov/nchs/births.htm>



Council Action Recommendation

Page 1 of 2

Meeting Date:

12/18/23 City Council

Subject:

Roadway funding analysis- franchise fee next steps

Recommendation:

Resolution accepting Moore Engineering's proposal and authorizing the Mayor and City Administrator to execute the contract

Background/Key Points:

At the November 6, 2023 City Council meeting, the Council voted to postpone action on franchise fees, as they wanted staff to evaluate a few different options and bring back various scenarios for the Council to consider. The Tax Levy Committee has continued to discuss road funding opportunities, including franchise fees and feel the best way to proceed is to engage the services of a third party. It is proposed that we engage the services of Moore Engineering to help us develop a comprehensive strategy for roadway infrastructure improvements. More specially, they will help us lay out a plan that optimizes all the funding sources available to municipalities and show how different levels of investment can impact the Pavement Condition Index (PCI) of the roadway system. This will include developing a financial model that considers the impact of existing revenues, potential future revenues, utility rates, grants, and other sources of funding. While franchise fees will be part of the discussion, the larger goal is to provide a strategic roadmap that aligns our revenues and funding sources with our CIP, giving the public the ability to better understand what projects are on the horizon and how feasible it is to be able to fulfill the CIP.

At the end of this process, we will have a plan for the next 5 to 10 years that matches revenues to projects. Further, we will have a financial model that ties our existing revenue sources, potential future revenues sources and our utility rate analysis together.

Moore will present their findings to City staff and the City Council, but also agreed to host and present at an open house. As part of their work, they will also create an easy-to-understand video that can be used to inform the public about the CIP, revenue sources and franchise fees.

Franchise fees will certainly be part of this conversation and process, allowing the Council and public to get a full understanding of their potential impact and whether it makes sense to implement, but the Council is not committing to franchise fees by moving forward with this proposal.

If the final product does not include franchise fees, it is still valuable to have a plan to fund and implement the street improvements over the next 5 to 10 years.

City staff met with staff from Moore Engineering and AE2S Engineering and received proposals from both. The proposal from Moore came in at a lower rate (price) and they have a good background and understanding of the City of Fergus Falls road network as a local firm. Their staff is well-respected and knowledgeable and will prove to be a valuable resource in this discussion.

Moore Engineering will complete all this work for \$12,000. The goal is to have information back to the Council near the end of January or beginning of February.

The Tax Levy Committee has reviewed both proposals and recommends that we engage the services of Moore Engineering to move this discussion forward.

Budgetary Impact:

\$12,000 total to be divided over several funds.

Originating Department:

Administration on behalf of the Tax Levy Committee

Respectfully Submitted:

Andrew Bremseth, City Administrator

Attachments:

Moore Engineering Proposal



1808 East Fir Avenue
Fergus Falls, MN 56537

P: 218.998.4041
F: 218.998.4042



December 8, 2023

City of Fergus Falls
Andrew Bremseth – City Administrator
112 W Washington Avenue
Fergus Falls, MN 56537

Subject: Letter Agreement
Franchise Fees Analysis
City of Fergus Falls
Fergus Falls, MN
Moore Project No. 23789

Dear Mr. Bremseth,

In accordance with our recent meeting and discussion, Moore Engineering, Inc. (“Moore”) is pleased to submit our proposal to the City of Fergus Falls (“Owner”) to provide a review of potential financing

Project Understanding

BACKGROUND and PROJECT OBJECTIVE

To address the urgent need for improving Fergus Falls' roadway infrastructure, a comprehensive strategy is underway. This plan aims to optimize the use of franchise fees, special assessments, utility rates, tax base, and external funding to significantly improve the Pavement Condition Index (PCI) of the roadway system. Recognizing the complexity of these financial elements, the city has decided to engage an experienced consultant in municipal planning and financial management. The goal is to execute the capital improvement plan by efficiently utilizing the listed financing mechanisms. This project aims to empower the City Council and community to make informed decisions about Franchise Fees, creating a sustainable strategy for ongoing road improvements.

Strategic Roadmap: Develop a roadmap for implementing Franchise Fees that aligns with the city's CIP and enhances the PCI.

Stakeholder Investment: Provide the City Council alternatives utilizing varying percentages of Franchise Fees in conjunction with other funding sources, so they have clarity in implementing policy and a framework to move forward.

Community Involvement: Engage the community in the decision-making process, ensuring their needs and concerns are considered.

Optimized Funding: Identify the most effective Franchise Fee structure that maximizes road improvements while minimizing the impact on utility rates.

Long-Term Planning: Establish a planning framework for the next 5 and 10 years, ensuring sustained improvements to the city's roadway infrastructure.

Scope of Work

To meet the project objectives above, Moore proposes to provide the following services:

1. **Data Integration and Presentation:**
 - **Compile Existing Data:** Gather the draft CIP, Franchise Fee details, and utility rate projections.
 - **Structuring Information:** Organize data into a cohesive and visually appealing presentation to facilitate understanding.
2. **Scenario Development:**
 - **Franchise Fee Variations:** Explore scenarios with different Franchise Fee percentages (3%, 4%, 5%, etc.) over planning periods of 5 and 10 years.
 - **Revenue Projections:** Calculate the revenue generated under each scenario and outline its impact on road improvement capabilities.
 - **Street Prioritization:** Identify streets that can be addressed within the specified timeframes based on the projected revenue.
3. **Road Improvement Plans:**
 - **Project Identification:** Utilize the existing CIP and financing data to develop funding alternatives within a CIP framework.
 - **Optimization Strategy:** Demonstrate how Franchise Fees can be strategically applied to maximize road improvements in tandem with existing revenue streams.
4. **Council and Community Engagement:**
 - **Presentation Sessions:** Conduct sessions to present scenarios, improvement plans, and financial implications to the City Council and staff.
 - **Community Input:** Facilitate community engagement to provide transparency and understanding of how financial mechanisms interact and fund project improvements. This will be done with community open house style interactions, social media and utilizing video segments to tell the story to community participants.
5. **Decision Support:**
 - **Data-Driven Insights:** Provide the City Council with comprehensive data to support informed decision-making.
 - **Sweet Spot Identification:** Work towards finding the optimal Franchise Fee scenario that balances revenue generation with acceptable utility rate impact.

Deliverable(s)

- Draft report/PowerPoint presentation summarizing the data associated with the CIP, franchise fees, and utility rates. A draft report will include scenarios related to differing franchise fee percentages over a planning period of 5 and 10 years. The report will identify the magnitude of the capital improvements that can be projected to be completed in the planning period based on the different financing scenarios.
- Final report/PowerPoint presentation incorporating information and changes recommended by City staff after review of the draft report/PowerPoint presentation.

- Draft video segment recorded and edited by Moore Engineering providing brief information related to the CIP and franchise fees for use by the City of Fergus Falls.
- Final video segment after review of the draft video segment by the City of Fergus Falls.
- Incorporate the information from the report into a CIP/GIS planning tool for ease of future modifications and updates to the CIP.

Basis of Proposal

The following items form the basis of this Proposal:

- City will provide the draft CIP.
- City will provide details related to potential franchise fees.
- City will provide details related to projected utility rates.

Schedule

Moore will perform the Scope of Work listed above in accordance the following schedule:

- Draft Report/Power Point Presentation – Completed within 15 days of acceptance of proposal and receipt of City provided information.
- Final Report/Power Point Presentation – Completed within 7 days of receipt of comments and recommended changes by the City of Fergus Falls.
- Presentation to City Staff – TBD
- Presentation to City Council – TBD
- Presentation at City Open House – TBD

Fee

Moore will perform the tasks specified in the Scope of Work above on a Category Billing Rate basis using the actual hours worked times the appropriate Category Billing Rate plus the actual direct expenses incurred, including subconsultant fees, times a multiplier of 1.15. Category Billing Rates are provided in Attachment 1 to this proposal. Category Billing Rates and expense costs listed in Attachment 1 are valid through the end of the current year. On January 1 in each subsequent year, Category Billing Rates and reimbursable expenses may be adjusted to meet market conditions.

Based on our current understanding of the work, we estimate the overall fee for all of the services except for the preparation of the video segment to be **Twelve Thousand Dollars, \$12,000.**

Standard Terms and Conditions

Our services will be provided in accordance with the Attachment 2 "Standard Terms and Conditions for Professional Services", which are integral to this proposal.

Closing

Should you find this Proposal acceptable, please have the authorized representative of the City of Fergus Falls sign the Acceptance portion of this letter below and return one (1) fully executed copy of this Proposal to me. Receipt of a fully executed copy of this Proposal will serve as our Agreement and our Notice to Proceed.

We appreciate the opportunity to submit this Proposal to the City of Fergus Falls, and we look forward to working with you on this Project. Should you have any questions or need additional information, please contact me by phone at 218-998-4041 or by e-mail at JPauna@mooreengineeringinc.com.

Sincerely,



Jon Pauna, PE
Sr. Project Manager



Tyson Hajicek, PE
Chief Operations Officer

Enclosure: As noted

Acceptance for City of Fergus Falls:

We hereby authorize Moore Engineering, Inc. to proceed with the work described above.

Signature	_____	_____
Name	_____	_____
Title	_____	_____
Date	_____	_____

Address for giving notices: _____

MOORE ENGINEERING, INC.

2023 BILLING SCHEDULE

Effective January 1, 2023

ATTACHMENT 1

NOTE: Rates contained in this Billing Schedule are valid until December 31, 2023. After December 31, 2023, Hourly Billing Rates will be escalated annually and direct expenses may be adjusted to meet market conditions.

	Description	Billing Rate Per Hour
1	Principal	\$215.00
2	Senior Project Manager	\$215.00
3	Senior Professional Engineer	\$210.00
4	Senior Technical Advisor	\$210.00
5	Grants and Funding Specialist	\$205.00
6	Project Manager	\$205.00
7	Professional Engineer II	\$195.00
8	Professional Engineer I	\$185.00
9	Project Coordinator	\$190.00
10	Funding Specialist	\$180.00
11	Project Engineer	\$175.00
12	CADD Standards Coordinator	\$175.00
13	Senior Construction Engineer/Specialist	\$180.00
14	Construction Engineer/Specialist II	\$165.00
15	Construction Engineer/Specialist I	\$155.00
16	Graduate Engineer	\$155.00
17	Senior Engineering Designer	\$175.00
18	Engineering Designer II	\$155.00
19	Engineering Designer I	\$150.00
20	Environmental Scientist III	\$185.00
21	Environmental Scientist II	\$180.00
22	Environmental Scientist I	\$130.00
23	Environmental Technician II	\$115.00
24	Environmental Technician I	\$100.00
25	Environmental Intern	\$80.00
26	Expert Witness	\$355.00
27	Sr. Landscape Architect	\$170.00
28	Landscape Architect II	\$160.00
29	Landscape Architect I	\$150.00
30	Project Manager Assistant	\$150.00
31	Branch Office Administrator	\$115.00
32	Engineering Technician III	\$140.00
33	Engineering Technician II	\$130.00
34	Engineering Technician I	\$115.00
35	CADD Technician III	\$145.00
36	CADD Technician II	\$140.00
37	CADD Technician I	\$135.00
38	Communications Manager	\$190.00
39	Marketing Communications Manager	\$175.00
40	Communications Specialist	\$155.00
41	Videography and Media Specialist	\$160.00
42	Media Specialist	\$160.00
43	Marketing Manager	\$180.00
44	Lead Proposal Specialist	\$145.00
45	Marketing Specialist II	\$155.00
46	Marketing Specialist I	\$105.00
47	Marketing Coordinator	\$100.00
48	Marketing Assistant	\$85.00
49	GIS Manager	\$190.00
50	GIS Developer	\$175.00
51	GIS Programmer III	\$160.00
52	GIS Programmer II	\$150.00
53	GIS Programmer I	\$145.00
54	GIS Specialist III	\$160.00
55	GIS Specialist II	\$150.00
56	GIS Specialist I	\$140.00
57	GIS Technician III	\$145.00
58	GIS Technician II	\$140.00
59	GIS Technician I	\$135.00
60	Senior Land Surveyor	\$195.00
61	Land Surveyor	\$180.00
62	Survey Data Analyst	\$155.00
63	Survey Manager	\$160.00
64	Survey Crew Chief II	\$155.00
65	Survey Crew Chief I	\$145.00
66	Survey Technician III	\$115.00
67	Survey Technician II	\$105.00
68	Survey Technician I	\$100.00
69	Administrative Assistant	\$100.00

Travel Expenses	Project Mileage	Per current IRS rate per mile
	Lodging and Meals	Cost * 1.15
	Per Diem	\$60.00 per day
Survey Supplies	Iron Pins	\$1.25 each
	Fence Posts	\$5.00 each
	Motorized Offroad Vehicles	\$75.00 per day
Miscellaneous	Project Expenses and Sub Consultants	Cost * 1.15

STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES (April 2016)**1. General**

1.1 The following Standard Terms and Conditions, together with the attached Proposal, constitutes the Agreement between Moore Engineering, Inc. (hereinafter referred to as "ENGINEER") and the person or entity to whom the Proposal is addressed (hereinafter referred to as "OWNER") for the performance of professional and related services. If OWNER requests that ENGINEER begin work prior to OWNER's execution of this Agreement and ENGINEER performs work in accordance with this Agreement, then this Agreement shall constitute the agreement between OWNER and ENGINEER even if OWNER fails to return an executed counterpart of this Agreement to ENGINEER.

1.2 No provision of this Agreement, including without limitation these Standard Terms and Conditions, may be waived, altered, or modified in any manner, unless the same shall be set forth in writing and signed by a duly authorized agent of ENGINEER. OWNER may use its standard business forms (such as purchase orders) to administer any agreement between ENGINEER and OWNER, but use of such forms shall be for convenience purposes only, and any typed provision in conflict with the terms of these Standard Terms and Conditions or ENGINEER's Proposal and all pre-printed terms and conditions contained in or on such forms shall be deemed stricken and null and void.

1.3 OWNER acknowledges and agrees that ENGINEER's services are on behalf of and for the exclusive use of OWNER and shall consist solely of those services described in ENGINEER's scope of services and shall not be based upon scientific or technical tests or procedures beyond the scope described therein, or the time and budgetary constraints imposed by OWNER. OWNER further acknowledges and agrees that ENGINEER's services require decisions that are not always based upon pure science, but also include judgmental considerations.

2. Standards of Performance

2.1 The standard of care for all professional engineering and related services under this Agreement shall be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with any services performed or furnished by the ENGINEER.

2.2 ENGINEER shall perform the professional engineering and related services under this Agreement as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.

2.3 Subject to the standard of care set forth in Paragraph 2.1, ENGINEER and its Consultants may use

or rely upon design elements in information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and publishers of technical standards.

2.4 ENGINEER shall review laws, rules, regulations, ordinances, codes, and OWNER-mandated standards policies, procedures and instructions provided to the ENGINEER in writing and that are in effect as of the date of this Agreement applicable to the ENGINEER's performance services under this Agreement subject to the standard of care set forth in Paragraph 2.1 and to the extent compliance is consistent with professional practice requirements. ENGINEER shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. Changes to any laws, rules, regulations, ordinances, codes, OWNER-mandated standards, policies procedures and instructions or requirements of governmental authorities after the effective date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, and/or compensation. If, during ENGINEER's review of applicable laws, rules, regulations, ordinances and codes, and OWNER-mandated standards, ENGINEER identifies any conflict between such laws, rules, regulations, ordinances and codes, and OWNER-mandated standards, ENGINEER shall notify OWNER of the nature and impact of such conflict. OWNER agrees to cooperate and work with ENGINEER in an effort to resolve any such conflict.

2.5 ENGINEER shall not be required to sign any document or certification, no matter by whom requested, that would result in ENGINEER having to certify, guarantee or warrant the existence of conditions whose existence ENGINEER cannot ascertain, or that extends ENGINEER's duties, responsibilities or liability beyond that contemplated by this Agreement. In the event that ENGINEER executes any such document or certificate, OWNER acknowledges that such execution by ENGINEER shall not operate as a waiver of this provision, but shall be considered a mistake of fact or law. OWNER agrees not to make resolution of any dispute with ENGINEER or payment of any amount due to ENGINEER in any way contingent upon ENGINEER's signing any such certification.

3. Contingency

3.1 OWNER and ENGINEER acknowledge and agree that certain increased costs and changes may be required as a result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities or inconsistencies in the drawings, specifications and other documents furnished by ENGINEER or contained within other professional services performed or furnished by ENGINEER under this Agreement and, therefore, the final construction cost of the Project may exceed the

OWNER's estimated construction cost. Accordingly, OWNER agrees to set aside a reserve in the amount of 5 percent of the estimated construction cost as a contingency to be used as required to pay for such increased costs and changes resulting from the imprecision, incompleteness, errors, omissions, ambiguities or inconsistencies in the drawings, specifications and other documents furnished by ENGINEER or contained within other professional services performed or furnished by ENGINEER. The contingency percentage listed above should be included as a portion of the OWNER's overall construction contingency established to address unforeseen events or circumstances that arise during construction.

3.2 Any responsibility of ENGINEER for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that OWNER would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents or in the Opinion of Probable Construction Cost and without any other error or omission of ENGINEER related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, ENGINEER is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term ENGINEER includes Engineer's officers, directors, members, partners, agents, employees, and Consultants.

3.3 OWNER further agrees not to sue or make any claim by way of direct or third-party action against ENGINEER for the increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

4. Owner's Responsibilities

4.1 OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to unreasonably delay or interfere with the services of ENGINEER.

4.2 OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement. Nothing in this paragraph shall be construed to require ENGINEER to affirmatively determine the accuracy of information that is prepared for OWNER by other licensed professionals (including, but not limited to, land surveyors, geotechnical engineers, accountants, insurance and surety

professionals, and attorneys) who are not engaged directly by ENGINEER.

4.3 OWNER shall provide for ENGINEER's right to enter the property owned by OWNER and/or others in order for ENGINEER to fulfill its services.

4.4 OWNER shall promptly report to ENGINEER any deficiencies or suspected deficiencies in ENGINEER's work or services of which OWNER becomes aware so that ENGINEER may take measures to minimize the consequences of such deficiencies. Upon notice to ENGINEER and by mutual agreement between the parties, ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is attributable to deficiencies in OWNER-furnished information.

5. Environmental Conditions.

5.1 OWNER shall provide (or cause the Site owner to provide) ENGINEER with the identity and location of all subsurface facilities and obstructions on the Site. OWNER agrees to waive any claims against ENGINEER and to indemnify, defend and hold ENGINEER harmless from any claims, demands or causes of action for damages to subsurface facilities or obstructions that are not accurately identified or located by OWNER or others. OWNER assumes responsibility for air, subsurface and/or ground pollution and environmental impairment from toxic substances or hazardous materials existing at the Site and shall indemnify and defend ENGINEER from any claims, demands and causes of action of third parties related thereto, except where such claims, demands and causes of action are caused by the sole negligence or willful misconduct of ENGINEER; it being the intention of the OWNER to assume any liability alleged to have resulted from ENGINEER's joint or concurrent negligence.

6. Ownership and Use of Documents

6.1 All original reports, plans, specifications, field data and other documents, whether in written or electronic format, prepared by ENGINEER or ENGINEER's consultants are instruments of professional service (hereinafter collectively referred to as "Documents") and ENGINEER shall retain the ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

6.2 Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed and/or sealed by ENGINEER or ENGINEER's consultants. Files in electronic media format of text, data, graphics or of other types that are furnished by ENGINEER or ENGINEER's consultants to OWNER are only for the convenience of OWNER. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. Any conclusion or

information obtained or derived from such electronic files will be at the user's sole risk.

6.3 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, OWNER agrees that it will perform acceptance tests or procedures within 60 days after receipt of such data, after which OWNER shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by ENGINEER at no cost to OWNER. However, ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

6.4 When transmitting documents in electronic media or digital format, ENGINEER makes no representations as to long term compatibility, usability or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those used by ENGINEER for this Project.

6.5 OWNER may make and retain copies of Documents for information and reference in connection with use of the Documents on the Project by OWNER. ENGINEER grant OWNER a limited license to use the Document on the Project subject to receipt by ENGINEER of full payment due and owing for all services relating to preparation of the Documents. Such limited license shall not create any rights in third parties. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER will be at the user's sole risk. OWNER shall, to the fullest extent permitted by law, indemnify, defend, and hold ENGINEER, its officers, directors, employees, partners, agents and Consultants, harmless from and against any and all claims, suits, judgments, liabilities, damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees and defense costs) arising or allegedly arising from out of any unauthorized reuse or modification of said Documents by OWNER or any person or entity for whom OWNER is legally liable without the written authorization of ENGINEER.

6.6 In the event OWNER subsequently reproduces or otherwise uses ENGINEER's Documents or creates a derivative work based upon the Documents, OWNER shall, where permitted or required by law, remove or completely obliterate the original professional seals, trademarks, logos, and other indications on said Documents of the identity of ENGINEER, its employees and consultants.

6.7 Under no circumstances shall delivery of the electronic files for use by OWNER be deemed a sale by ENGINEER, and ENGINEER makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall ENGINEER be liable for any loss of profit or any consequential damages

as a result of OWNER's use or reuse of the electronic files.

7. Confidentiality

7.1 "Confidential Information" means all technical, economic, financial, pricing, marketing or other information that has not been published and/or is not otherwise available to members of the public and includes, without limitation, trade secrets, proprietary information, customer lists, scientific, technical and business studies, analyses, processes, methods, procedures, policies and information.

7.2 In the event that either party discloses Confidential Information to the other party in connection with this contract (excluding ENGINEER's Work Product that is delivered to OWNER or others hereunder), the party receiving such Confidential Information agrees to hold as confidential and to not disclose to others the Confidential Information for a period of ten (10) years from the date of disclosure. These restrictions shall not apply to information that (i) the parties had in their possession prior to disclosure; (ii) becomes public knowledge through no fault of the receiving party; (iii) the receiving party lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; (iv) is independently developed by the receiving party; or (v) is required to be disclosed by law or court order.

7.3 OWNER agrees that ENGINEER may use and publish OWNER's name and a general description of the Services provided to OWNER in describing ENGINEER's experience and qualifications to other clients and potential clients.

8. Work Product

8.1 "Work Product" consists of all reports, notes, laboratory test data and other information prepared by ENGINEER for delivery to OWNER. OWNER shall have the right to make and retain copies and use all Work Product; provided, however, such use shall be limited to the particular Site and project for which the Work Product is provided.

8.2 OWNER may release the Work Product to third parties at its sole risk and discretion; provided, however, ENGINEER shall not be liable for any claims or damages resulting from or connected with such release or any third party's use of the Work Product, and OWNER shall indemnify, defend and hold ENGINEER harmless from any and all such claims or damages.

9. Billing and Payment

9.1 Invoices shall be submitted monthly by ENGINEER, are due upon presentation, and shall be considered past due if not paid within 30 days of the invoice date. If payment is not received by ENGINEER within 45 days of the invoice date, OWNER shall pay as interest an additional charge of one percent (1.0%) or the maximum allowable by law, whichever is lower, of the past due

amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

9.2 If OWNER objects to any portion of an invoice, OWNER shall so notify ENGINEER in writing within 10 days of receipt of the invoice. OWNER shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated above shall be paid by OWNER on all disputed invoiced amounts resolved in ENGINEER's favor and unpaid for more than 45 days after date of submission.

9.3 In the event legal action is necessary to enforce the payment provisions of this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred. If both parties receive judgment in any dollar amount, the court will determine the prevailing party, taking into consideration the merits of the claims asserted by each party, the amount of the judgment received by each party, and the relative equities between the parties.

9.4 If OWNER fails to make payments when due or otherwise is in breach of this Agreement, ENGINEER may suspend performance of services upon seven (7) days' notice to OWNER. ENGINEER shall have no liability whatsoever to OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by OWNER.

9.1 Minnesota Notice.

To protect property owners, Minnesota's mechanic's lien laws require prime contractors on some projects to give the following pre-lien notice to all owners with whom they contract. This notice is purely a legal condition and does not reflect any intent to file a lien or an opinion that a lien or liens will be necessary. Here is the notice:

- a) **ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.**
- b) **UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER THE COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY THE PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**

9.2 If and to the extent the time initially established by this Agreement for completion of ENGINEER's services is exceeded or extended through no fault of ENGINEER, compensation for any services rendered during the additional period of time shall be computed in accordance with the additional services provision of this Agreement, or, in the absence thereof, on the basis of ENGINEER's then-current standard hourly billing rates, plus reimbursable expenses at a multiplier of 1.15 times the actual expense incurred by ENGINEER, its employees and consultants, in the interest of the Project.

9.3 Payments Upon Termination.

9.3.1 In the event of any termination under the terms of this Agreement, ENGINEER will be entitled to invoice OWNER for all services performed or furnished and all expenses incurred through the effective date of termination.

9.3.2 In the event of termination by ENGINEER for cause, in addition to invoicing for those items identified in paragraph 9.7.1, above, ENGINEER shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's consultants, and other related close-out costs.

10. Insurance

10.1 During the term of this Agreement, ENGINEER shall maintain not less than the following insurance coverages:

- 10.1.1 Workers' Compensation Insurance – statutory amount
- 10.1.2 Employer's Liability Insurance - \$100,000 each accident, \$500,000 disease policy limit, \$100,000 disease each employee
- 10.1.3 Commercial General Liability Insurance - \$1,000,000 per occurrence / \$1,000,000 aggregate
- 10.1.4 Automobile Liability Insurance - \$1,000,000 combined single limit
- 10.1.5 Professional Liability Insurance - \$1,000,000 per claim / \$1,000,000 aggregate

10.2 At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage or increased limits that are more protective than those maintained by ENGINEER.

11. Allocation of Risks; Limitation of Remedies

11.1 It is intended by the parties to this Agreement that ENGINEER's services in connection with the Project shall

not subject ENGINEER's individual employees, officers, or directors to any personal legal exposure for the risks associated with this Project. Therefore, OWNER agrees that as OWNER's sole and exclusive remedy, any claim, demand or suit arising out of ENGINEER's services in connection with the Project shall be directed and/or asserted only against ENGINEER and not against any of ENGINEER's individual employees, officers, or directors.

11.2 In recognition of the relative risks and benefits of the Project to both OWNER and ENGINEER, OWNER agrees, to the fullest extent permitted by law and notwithstanding any other provision in this Agreement, that any liability created by or arising out of this Agreement on the part of ENGINEER to OWNER and any person or entity claiming by, through or under OWNER, for any and all claims, liabilities, losses, costs, damages of any nature whatsoever, or claims expenses from any cause or causes (including without limitation any attorneys' fees under this Agreement), shall be limited to the lesser of \$100,000 or the total amount of compensation received by ENGINEER hereunder.

11.3 Allocations of risks and limitations of remedies in this Agreement are business understandings between the parties and shall apply to all the different theories of recovery, including, without limitation, breach of contract or warranty (expressed or implied), tort (including, without limitation, negligence), strict or statutory liability, or any other cause of action. These limitations of remedies will not apply to any losses or damages that have been found by a trier of fact to have been caused by ENGINEER's gross negligence or willful or wanton misconduct. The parties agree that the Owner will not seek damages in excess of the contractually agreed limitations through suits with other parties who may join ENGINEER as a third-party defendant.

11.4 Notwithstanding any other provision in this Agreement, neither ENGINEER nor OWNER shall be liable to the other party for any special, incidental, indirect or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or performance of this Agreement.

12. Certificate of Merit

12.1 OWNER shall make no claim for professional negligence, either directly or in a third-party claim, against ENGINEER unless OWNER has first provided ENGINEER with a written certification executed by an independent design professional currently practicing in the same discipline as ENGINEER and licensed in the state in which the Project is located. This certification shall: (i) contain the name and license number of the certifier; (ii) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances in the same location; and (iii) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be

provided to ENGINEER not less than 30 days prior to the presentation of any claim or the institution of any mediation, arbitration, or judicial proceeding.

13. Integration, Severability and Survival

13.1 This Agreement comprises the final and complete agreement between OWNER and ENGINEER. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the subject matter of this Agreement. Amendments to this Agreement shall not be binding unless made in writing and signed by both OWNER and ENGINEER. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect, if the essential provisions of this Agreement for each party remain valid, binding, and enforceable.

13.2 All provisions of this Agreement related to assignment, indemnification, limitation of remedies, and limitations on actions, or otherwise allocating responsibility or liability between the parties, shall survive the completion of the services hereunder and the termination of this Agreement and shall remain enforceable between the parties.

14. Assignment

14.1 Neither party to this Agreement may assign, sublet, or transfer any rights or obligations under or interest (including, without limitation, moneys that are due or may become due) in this Agreement, or any claims, causes of action or rights against the other party arising from or under this Agreement; or any proceeds from claims arising from or under this Agreement as security, collateral or the source of payment for any notes or liabilities to the Contractor or any other third party; or any control of any claims or causes of action arising from or under this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This section shall not, however, apply to any subrogation rights of any insurer of either party. The provisions of this paragraph shall survive the completion or termination of this Agreement for any reason and shall remain enforceable between the parties.

14.2 Notwithstanding the provisions of Section 14.1, above, or any other provision of this Agreement, ENGINEER may assign or otherwise transfer its rights and obligations under this Agreement to any parent, subsidiary, or affiliated company of ENGINEER or to any purchaser of the business of ENGINEER that agrees to assume the obligations of ENGINEER under this Agreement.

15. Suspension of Services

15.1 If the Project is suspended for more than 30 days in the aggregate, ENGINEER shall be compensated for services performed and charges incurred prior to suspension and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the Project schedule based on the delay caused by the suspension. If the Project is suspended for more than 90 days in the aggregate, ENGINEER may, at its option, terminate this Agreement upon giving notice in writing to OWNER. If OWNER fails to make payments when due or otherwise is in breach of this Agreement, ENGINEER may suspend performance of services upon seven days' prior written notice to OWNER. ENGINEER shall have no liability whatsoever to OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by OWNER.

16. Force Majeure

16.1 Neither party shall be liable for any delay in, or failure of, its performance of any of its obligations under this Agreement if such delay or failure is caused by events beyond the reasonable control of the affected party, including, but not limited to, any acts of God, governmental embargoes, restrictions, quarantines, strikes, riots, wars or other military action, civil disorder, acts of terrorism, fires, floods, vandalism, sabotage or the acts of third parties (a "Force Majeure Event").

16.2 Upon completion of the Force Majeure Event the party affected must as soon as reasonably practicable recommence the performance of its obligations under this Agreement.

16.3 A Force Majeure Event does not relieve a party from liability for an obligation that arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner that matured prior to the occurrence of that event.

17. Ownership of Waste

17.1 "Pre-Existing Waste" is any hazardous or non-hazardous wastes, substances or materials existing on the Site prior to the date that the Services are initiated.

17.2 OWNER shall be responsible for the proper handling, storage, transportation and/or disposal of the Pre-Existing Waste in accordance with all applicable federal, state and local laws and regulations. OWNER shall provide appropriate disposal identification numbers, select the disposal site(s) and sign all required manifests, disposal contracts and other documentation necessary to allow ENGINEER to complete the Services in a timely manner. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of Pre-Existing Waste which are or may be

encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

17.3 OWNER agrees to look solely to the disposal facility and/or transportation concern for any damages arising from improper transportation or disposal of the Pre-Existing Waste.

18. Termination

18.1 This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

19. Third Party Beneficiaries

19.1 All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the OWNER and not for the benefit of any other party. No other party shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party again either OWNER or ENGINEER.

20. Dispute Resolution

20.1 ENGINEER and OWNER will attempt in good faith to resolve through negotiation any dispute, claim, counterclaim, or controversy arising out of or relating to this Agreement (hereafter collectively referred to as "Dispute"). If the Dispute is not resolved by these negotiations, the parties agree to submit any such unresolved Dispute to mediation. Either party may commence mediation by providing the other party a written request for mediation, setting forth the subject of the Dispute and the relief requested. The parties will cooperate with one another in selecting a mediator, and in scheduling the mediation proceedings. The parties will share equally in the costs of the mediator. Neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 45 days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire. The provisions of this paragraph may be enforced by any Court of competent jurisdiction.

21. Limitations on Actions

21.1 Causes of action by either party against the other party, however denominated, shall be barred two years from the day ENGINEER's services are completed or ENGINEER otherwise ceases providing the services called for in this Agreement, whichever first occurs.

22. Controlling Law

22.1 This Agreement is to be governed by the laws and regulations of the state in which the project is located,

without regard to any choice of law principles that may otherwise have permitted the application of the laws of any other jurisdiction.

23. Interpretation

23.1 The parties expressly agree that this Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

24. Notices

24.1 Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address as listed in the Agreement and given personally, by registered or certified mail post prepaid or by a commercial courier service. All notices shall be effective upon the date of receipt

End of Standard Terms and Conditions for Professional Services

Council Action Recommendation

Meeting Date

December 18, 2023 City Council

Subject

Aquatic Center Name

Action Requested




Resolution naming the “Aquatics Center”

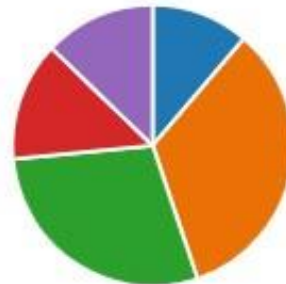
Background

In November 2022 Fergus Falls voters approved a half-cent sales tax to fund a new, outdoor aquatic center in Roosevelt Park. “Aquatic Center” has been the working name throughout development. The community task force provided input and direction to staff and the architects throughout the process including the design and naming. The task force is comprised of Justin Arneson, Karoline Gustafson, Jim Arvidson, Angela Fiedler, Bridget Leonard, and Jeanette Hollingsworth.

The City Council approved the plans on July 3, 2023 and awarded the construction bid on August 22, 2023. The contractors are finalizing pricing and ordering material and have asked for the official name of the facility.

This fall the task force held a brainstorming session and included criteria for a name: it should be descriptive of the place and the facility itself. Five options were put forward by the task force and the public was invited to vote in November. We received 329 responses (of which 94% were residents). The winner by a narrow majority was “Fergus Falls Aquatic Center” with 110 votes. “Fergus Falls Community Pool” was a close second with 94 votes. Ultimately this is a decision of the City Council, and they can choose whichever name they feel is most appropriate. For reference, the community voting results are as follows:

	Fergus Falls Aquatic Park	37
	Fergus Falls Aquatic Center	110
	Fergus Falls Community Pool	94
	Roosevelt Park Pool	45
	Roosevelt Park Community Pool	42



Respectfully Submitted: Andrew Bremseth, City Administrator



BDFF Action Recommendation

Page 1 of 1

Meeting Date:

December 18, 2023- City Council

Subject:

\$60,000 Economic Development and Façade Loans – Otterland LLC (dba Stella’s) Ryan Carlson and Scott Schauff

Recommendation:

Business Development for Fergus Falls (BDFF) recommends approval of an Economic Development and Façade loan request by Otterland LLC (dba Stella’s).

Background/Key Points:

Ryan Carlson, the sole proprietor of Otterland LLC (dba Stella’s), has owned Stella’s in Battle Lake for 4 years and would like to expand the business to Fergus Falls. Otterland LLC plans to sign a 5-year lease with Mike & Mary Loreno to lease their building located at 220 West Lincoln Avenue (the old Spot building). Otterland LLC are requesting a \$50,000 ED loan to remodel the interior of the building and a \$10,000 Façade loan for signage. The Lorenos have agreed to be signatories for the loans, as is usual when the loan applicant is a renter. BDFF discussed this loan over two meetings and voted at a special session on December 12 to approve the loan requests and send on to Council.

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

- 4% interest for 5 years (or length of the lease agreement remaining)
- 1% origination fee on the loan amount
- Personal and/or Corporate Guarantees from Ryan Carlson and Scott Schauff (investor)
- Building owners would be signing the Mortgage & Promissory Note in addition to Ryan Carlson & Scott Schauff

BDFF suggests the following terms for a Façade loan of \$10,000:

- 0% interest for 48 months
- 1% origination fee on the loan amount
- Personal and Corporate Guarantees from Ryan Carlson and Scott Schauff
- Building owners would be signing the Mortgage & Promissory Note in addition to Ryan Carlson & Scott Schauff

The collateral for the loan will be a second position on the real estate located at 220 West Lincoln Avenue, Fergus Falls, MN.

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

Budgetary Impact:

The City will receive interest on the revolving loan funds expended and will help to bring a new restaurant to downtown Fergus Falls.

Originating Department:

Community Development

Respectfully Submitted:

Community Development Staff



Council Action Recommendation

Page 1 of 1

Meeting Date:

December 18, 2023- City Council

Subject:

Resolution of Support for Historic Tax Credit Growth and Opportunity Act [HTC-GO (H.R. 1785/S. 639)]

Recommendation:

Pass resolution of support for the Historic Tax Credit Growth and Opportunity Act and send on to Congresswoman Michelle Fischbach's office as requested by the Fergus Falls Heritage Preservation Commission.

Background/Key Points:

At its December 6th meeting, the Fergus Falls Heritage Preservation Commission (HPC) voted to submit to Congresswoman Fischbach's office its support of the HTC-GO act. Across the nation, the Historic Tax Credit (HTC) has helped rehabilitate over 48,000 historic properties since 1978 in towns both large and small. The federal HTC preserves local heritage and incentivizes the rehabilitation of underutilized properties for a new 21st century use.

However, the HTC has not been positively modernized since 1986. It is important that Congress refreshes this economic development tool to keep it viable and to continue to benefit the revitalization of our communities and preserve our local history. The Fergus Falls HPC believes HTC-GO act will make the HTC easier to use, allow it to pair better with affordable housing incentives, enable it to support increasing costs of historic rehabilitation, and, as recommended, to support increasing costs of rehabilitation as well as replacement should property damage occur post rehabilitation.

The HPC requests that Council pass a resolution of support to accompany their letter to Congresswoman Fishbach's office.

Budgetary Impact:

N/A

Originating Department:

Community Development

Respectfully Submitted:

Community Development Staff

Attachments:

Resolution & letter language as presented by the HPC

Resolution format for Council:

"Whereas historic rehabilitation projects are very difficult but add tremendous value by revitalizing and catalyzing economic development in our small towns and main street communities; and

Whereas across the nation, the Historic Tax Credit (HTC) has helped rehabilitate over 48,000 historic properties since 1978 in towns both large and small; and

Whereas the federal HTC preserves our local heritage and incentivizes the rehabilitation of underutilized properties for a new 21st century use; and

Whereas the Historic Tax Credit is vital to economic development but has not been positively modernized since 1986; and

Whereas, in light of other federal tax credits getting enhanced, it is important that Congress refreshes this economic development tool to keep it viable and to continue to benefit the revitalization of our communities and preserve our local history; and

Whereas the Historic Tax Credit Growth and Opportunity Act [HTC-GO (H.R. 1785/S. 639)] would bring more value to the HTC, make the HTC easier to use and allow it to pair better with affordable housing incentives; and

Whereas the Fergus Falls Heritage Preservation Commission is aware of insurance industry changes that include decreasing availability of replacement cost (RC) coverage for properties built before 1950, which has direct impact on historic properties along our mainstreets and for historically registered properties; and

Whereas, the Fergus Falls Heritage Preservation Commission would like the full intended benefit of the Historic Tax Credit Growth and Opportunity Act [HTC-GO (H.R. 1785/S. 639)] to be realized for the benefit of historic property rehabilitation, it notes the need to change the effective dates in the current legislation.

The Fergus Falls Heritage Preservation Commission voted to support, with modified dates of applicability and further recommendation (as noted herein), the Historic Tax Credit Growth and Opportunity Act; such dates of applicability should enable the full intended term of application and should commence following the date of enactment (thereby allowing for time taken for

passage of the Act) and it further requests Congress to include in this HTC-GO Act incentives that support increased access to replacement insurance coverage for pre 1950 properties.

The Fergus Falls Heritage Preservation Commission, with the noted recommended modifications, votes to encourage Congress to pass provisions to improve the Historic Tax Credit to further benefit community revitalization in Fergus Falls."

Letter format from HPC:

"Dear Congresswoman Fischbach,

At its December 6th meeting, the Fergus Falls Heritage Preservation Commission (HPC) voted to submit to your office its support of the Historic Tax Credit Growth and Opportunity Act. Historic rehabilitation projects are difficult but add tremendous value to a community by revitalizing and catalyzing economic development. Across the nation, the Historic Tax Credit (HTC) has helped rehabilitate over 48,0000 historic properties since 1978 in towns both large and small. The federal HTC preserves our local heritage and incentivizes the rehabilitation of underutilized properties for a new 21st century use. However, the HTC has not been positively modernized since 1986. In light of the enhancement of other federal tax credits, it is important that Congress refreshes this economic development tool to keep it viable and to continue to benefit the revitalization of our communities and preserve our local history. The Fergus Falls HPC believes the Historic Tax Credit Growth and Opportunity Act [HTC-GO (H.R. 1785/S. 639)] will make the HTC easier to use, allow it to pair better with affordable housing incentives, enable it to support increasing costs of historic rehabilitation, and, as recommended, enable it to provide replacement cost insurance coverage for losses incurred after such rehabilitation.to support increasing costs of rehabilitation, as well as, replacement should property damage occur post rehabilitation.

We request special attention be paid to the effective dates of the legislation, looking ahead to FY 2025 and beyond. We also request study of the effects of changing insurance requirements on buildings built before 1950 and inclusion in the HTC of enhanced protections for historic building owners. We would welcome discussing these concerns further should you wish. We therefore encourage Congress to pass provisions to improve the Historic Tax Credit to further benefit community revitalization in Fergus Falls and seek your office's support in this effort and thank you sincerely for your support and engagement in these important efforts."

RESOLUTION ALLOWING CLAIMS & ORDERING PAYMENT THEREOF

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

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

General

AT&T MOBILITY	CELL PHONE DATA	154.77
AT&T MOBILITY	DATA PLANS/FIRE CHIEF	49.77
AT&T MOBILITY	DATA PLANS/PREVENTION CHIEF	44.73
AT&T MOBILITY	DATA PLANS/TRAINING CHIEF	44.73
AVT FERGUS FALLS	TOW PONTIAC G6/23040089	104.00
ADMINISTRATOR'S CONTINGENCY FD	RECORD EASEMENT/BAHA RENTALS	46.00
ARAMARK UNIFORM SERVICES	NOVEMBER LINEN SUPPLY	1,085.79
ARAMARK	NOVEMBER LINEN SUPPLY	36.46
AMERITAS	DEC DENTAL INSURANCE	3,638.12
SEAN ANDERSON	CLEANING WEEKS OF NOV 20-DEC 1	436.08
BANKCARD CENTER	OCT SENSOR REPAIR 4-GAS MONITO	220.38
BANKCARD CENTER	OCTOBER RELIEF BOARD PLATE	29.25
BANKCARD CENTER	OCTOBER 2023 CREDIT CARDS	249.63-
BIG AXX LLC	DECEMBER FREIGHT	64.38
BIG AXX LLC	DECEMBER 77" BLADES SHARPENED	66.00
BIGWOOD EVENT CENTER FUND	2023 BUDGET TRANSER - PARTIAL	30,000.00
BMO FINANCIAL GROUP	ADVERTISE FOR PAYROLL POSITION	90.00
BMO FINANCIAL GROUP	AIR HOSE / PLASTIC SPOOL	118.10
BMO FINANCIAL GROUP	ANNUAL DROP BOX	199.00
BMO FINANCIAL GROUP	ANTIFREEZE BLEND	44.82
BMO FINANCIAL GROUP	AUDIO/CAMERA FOR COMM ROOM	889.00
BMO FINANCIAL GROUP	BACKFLOW PREV. REBUILDER RENEW	38.00
BMO FINANCIAL GROUP	BACKFLOW PREVENTION RENEWAL	38.00
BMO FINANCIAL GROUP	BACKFLOW TAGS	145.06
BMO FINANCIAL GROUP	BLADES, 4X6X3/4 BLACK MATS	101.37
BMO FINANCIAL GROUP	BLUEBEAM ANNUAL SUBSCRIPTION	400.00
BMO FINANCIAL GROUP	BOERHAVE UNIFORM PURCHASE	248.01
BMO FINANCIAL GROUP	CALENDARS	37.37
BMO FINANCIAL GROUP	CITY HALL COFFEE	47.92
BMO FINANCIAL GROUP	COMMUNITY ROOM TV MOUNT	99.99
BMO FINANCIAL GROUP	COPY STAMPS	29.82

General

BMO FINANCIAL GROUP	DISPLAY BOARDS FOR OPEN HOUSE	135.00
BMO FINANCIAL GROUP	DRUG KITS	60.50
BMO FINANCIAL GROUP	EVENT ITEMS	192.36
BMO FINANCIAL GROUP	FARADAY BAG	20.99
BMO FINANCIAL GROUP	FARADAY BAG RETURN	20.99-
BMO FINANCIAL GROUP	FIREARMS AND FLEET ITEMS	19.16
BMO FINANCIAL GROUP	FURNACE FILTERS	95.65
BMO FINANCIAL GROUP	GARAGE SQUAD ITEM	32.31
BMO FINANCIAL GROUP	GLOVES	240.90
BMO FINANCIAL GROUP	HABERER DMT REFRESHER	75.00
BMO FINANCIAL GROUP	HI PRESSURE J.WORKER RENEWAL	48.00
BMO FINANCIAL GROUP	INVESTIGATIONS	7.99
BMO FINANCIAL GROUP	JOURNEY WORKER, PLUMBER RENEWAL	53.00
BMO FINANCIAL GROUP	KITCHEN SUPPLIES	13.85
BMO FINANCIAL GROUP	KITZMAN DMT REFRESHER	75.00
BMO FINANCIAL GROUP	MATTER DMT REFRESHER FEE	75.00
BMO FINANCIAL GROUP	MILLER TRAINING HOTEL	128.02
BMO FINANCIAL GROUP	MILLER TRAINING MEAL	22.42
BMO FINANCIAL GROUP	MOBILE MOULTRIE MONTHLY	19.98
BMO FINANCIAL GROUP	MONTHLY ADOBE MEMBERSHIP	10.78
BMO FINANCIAL GROUP	NOV DRUM UNIT, KEYBOARD COVERS	89.02
BMO FINANCIAL GROUP	NOV HOSE W/ SHUTOFF, WASHERS	20.70
BMO FINANCIAL GROUP	NOV IPAD CASES FOR T8 & R3	41.98
BMO FINANCIAL GROUP	NOV PEER SUPPORT TRAIN-LODGING	99.20
BMO FINANCIAL GROUP	NOV PEER SUPPORT TRAIN-MEALS	20.26
BMO FINANCIAL GROUP	NOV SHATTERPROOF LIGHT BULB	42.38
BMO FINANCIAL GROUP	NOV SNOW PUSHER, SPRAY GUN	183.35
BMO FINANCIAL GROUP	NOV WELCOMING BUSINESS CARDS	12.50
BMO FINANCIAL GROUP	NOV WELCOMING COMMUNITIES EXPE	100.00
BMO FINANCIAL GROUP	NOVEMBER ATOMIC BL COMBO KIT	277.90
BMO FINANCIAL GROUP	NOVEMBER CLEAR ACRYLIC SHEET	57.38
BMO FINANCIAL GROUP	NOVEMBER CODEONE BATTERY	99.85
BMO FINANCIAL GROUP	NOVEMBER CONTINUING EDUCATION	308.00
BMO FINANCIAL GROUP	NOVEMBER CPR CARDS	127.50
BMO FINANCIAL GROUP	NOVEMBER DRILL BASE MOUNT	41.90
BMO FINANCIAL GROUP	NOVEMBER DRIVEWAY MARKERS	96.00
BMO FINANCIAL GROUP	NOVEMBER FUNNEL, HOOKS, MARKER	9.67
BMO FINANCIAL GROUP	NOVEMBER KNEELING PAD, MAGNETS	36.44
BMO FINANCIAL GROUP	NOVEMBER LIGHT BULBS	35.99
BMO FINANCIAL GROUP	NOVEMBER MONITOR REPAIRS	166.27
BMO FINANCIAL GROUP	NOVEMBER NAME TAG	6.98
BMO FINANCIAL GROUP	NOVEMBER PLAQUES	83.10
BMO FINANCIAL GROUP	NOVEMBER POSTAGE	8.02

General

BMO FINANCIAL GROUP	NOVEMBER POSTAGE FOR AED	44.52
BMO FINANCIAL GROUP	NOVEMBER POSTAGE SENSIT REPAIR	34.59
BMO FINANCIAL GROUP	NOVEMBER POSTAGE-MONITOR REPAI	17.06
BMO FINANCIAL GROUP	NOVEMBER RAFFLE TICKETS	10.92
BMO FINANCIAL GROUP	NOVEMBER REPLACEMENT BATTERY	199.99
BMO FINANCIAL GROUP	NOVEMBER RESCUE JACKET	164.04
BMO FINANCIAL GROUP	NOVEMBER ROTARY POLISHER,CLOTH	121.96
BMO FINANCIAL GROUP	NOVEMBER SEALANT	8.49
BMO FINANCIAL GROUP	NOVEMBER SIGNS, WATER STENCIL	101.84
BMO FINANCIAL GROUP	NOVEMBER TIME CLOCK RIBBONS	15.98
BMO FINANCIAL GROUP	NOVEMBER TOTE FOR GEAR	27.99
BMO FINANCIAL GROUP	NOVEMBER UNIFORM HATS	38.43
BMO FINANCIAL GROUP	NOVEMBER UNIFORM SHIRTS	322.80
BMO FINANCIAL GROUP	NSPE-MN MEMBERSHIP YAVAROW	299.00
BMO FINANCIAL GROUP	OCT PENS, MEMO PADS, PLANNER	60.99
BMO FINANCIAL GROUP	OCTOBER CREDIT CARDS	199.00-
BMO FINANCIAL GROUP	OCTOBER DRUM UNIT, ADAPTER	34.52
BMO FINANCIAL GROUP	OCTOBER FACEBOOK ADS	23.23
BMO FINANCIAL GROUP	OCTOBER KINDERGARDEN DAY MEAL	84.29
BMO FINANCIAL GROUP	OCTOBER LCSC MEETING-MEALS	17.58
BMO FINANCIAL GROUP	OCTOBER LYFT RIDE	72.78
BMO FINANCIAL GROUP	OCTOBER OFFICE SUPPLIES	14.01
BMO FINANCIAL GROUP	OCTOBER OPEN HOUSE EXPENSES	129.94
BMO FINANCIAL GROUP	OCTOBER PARKING AT AIRPORT	44.00
BMO FINANCIAL GROUP	OCTOBER PHONE/CAMERA TRIPOD	25.88
BMO FINANCIAL GROUP	OCTOBER RELATIONSHIPS MATTER	50.00
BMO FINANCIAL GROUP	OCTOBER SANITIZER TEST STRIPS	20.28
BMO FINANCIAL GROUP	OCTOBER SHIPPING	21.49
BMO FINANCIAL GROUP	OCTOBER SUPPLIES-MARKER	2.99
BMO FINANCIAL GROUP	OCTOBER TRAINING SUPPLIES	43.97
BMO FINANCIAL GROUP	OCTOBER 2023 CREDIT CARDS	448.63
BMO FINANCIAL GROUP	OFFICE COFFEE	23.96
BMO FINANCIAL GROUP	OFFICE SUPPLIES	355.19
BMO FINANCIAL GROUP	ONSTAD UNIFORM PURCHASE	213.82
BMO FINANCIAL GROUP	OPEN HOUSE BACKPACKS	837.25
BMO FINANCIAL GROUP	PD COFFEE	23.96
BMO FINANCIAL GROUP	PET LIC.401-599 EXP 12/31/25	89.35
BMO FINANCIAL GROUP	PLUMBING PARTS ROOSEVELT PARK	24.40
BMO FINANCIAL GROUP	POSTAGE FOR STREAMLIGHT	13.03
BMO FINANCIAL GROUP	POSTAGE TO RETURN SIGHT	11.74
BMO FINANCIAL GROUP	RADON TESTS	130.40
BMO FINANCIAL GROUP	RENNER UNIFORM PURCHASE	33.94
BMO FINANCIAL GROUP	RETURN RIFLE SIGHT	144.96-

General

BMO FINANCIAL GROUP	RISK ASSESSMENT BINDERS	56.58
BMO FINANCIAL GROUP	SEPT FIRE PREVENTION MEETING	36.97
BMO FINANCIAL GROUP	SEPT SMALL ENGINE FUEL	33.84
BMO FINANCIAL GROUP	SEPT 12V 5AH UPS BATTERY	26.23
BMO FINANCIAL GROUP	SEPTEMBER PARADE CANDY	63.14
BMO FINANCIAL GROUP	SHOP WITH A HERO	46.97
BMO FINANCIAL GROUP	SHOP WITH A HERO GIFT CARDS	3,600.00
BMO FINANCIAL GROUP	SILBERNAGEL DMT REFRESHER	75.00
BMO FINANCIAL GROUP	SONSTEBO UNIFORM PURCHASE	22.47
BMO FINANCIAL GROUP	TARGETS	553.64
BMO FINANCIAL GROUP	THUMB DRIVES	73.98
BMO FINANCIAL GROUP	THUMB DRIVES/FARADAY BAGS	57.98
BMO FINANCIAL GROUP	TV FOR COMMUNITY ROOM REPLACEM	1,098.00
BMO FINANCIAL GROUP	WEST TRAINING MEAL	23.06
BMO FINANCIAL GROUP	WEST/KITZMAN TRAINING MEALS	20.52
BMO FINANCIAL GROUP	09/12-10/12/23 SUBSCRIPTION	46.00
BMO FINANCIAL GROUP	10/02-11/01/23 CREATIVE CLOUD	39.99
BMO FINANCIAL GROUP	10/11-12/11/23 CONSTANT CONTAC	45.00
BMO FINANCIAL GROUP	11/02-12/01/23 CREATIVE CLOUD	59.99
BMO FINANCIAL GROUP	11/06-12/05/23 PHOTO PLAN	10.78
BMO FINANCIAL GROUP	11/07-12/07/23 SUBSCRIPTION	2.99
BMO FINANCIAL GROUP	2023 ICMA CONFERENCE-LODGING	1,152.60
BMO FINANCIAL GROUP	2023 RECERT. WORKSHOP A NELSON	200.00
BMO FINANCIAL GROUP	2024 ANNUAL BLDG OFFIC. CONF.	300.00
BMO FINANCIAL GROUP	3 RING BINDERS	38.82
BMO FINANCIAL GROUP	3RD QTR FILING FORM 941	8.50
BMO FINANCIAL GROUP	4 COLORS TONERS FOR SQUAD ROOM	438.99
CAPITAL IMPROVEMENT FUND	PI 5364 PROJECT FUNDING	245,909.56
CAPITAL IMPROVEMENT FUND	PI 9767 PROJ FUNDING-FUND 334	500,000.00
CAPITAL IMPROVEMENT FUND	PI 9767 PROJ FUNDING-GEN MSA	160,000.00
CHARTER COMMUNICATIONS	12/02/23-01/01/24 CABLE	44.88
COMM OF FINANCE, TREAS DIV	FORF SHARE/MUNGUUA 23020197	462.10
COMM OF FINANCE, TREAS DIV	FORF SHARE/REYES 23024130	5.20
COMMISSIONER OF REVENUE	2023 NOVEMBER SALES TAX	63,843.00
COMPASS MINERALS AMERICA INC	DEC ROAD SALT	20,454.04
COOPERS TECHNOLOGY GROUP	DEC PENS,HIGHLIGHTERS,MARKERS	93.43
COOPERS TECHNOLOGY GROUP	DECEMBER SIDE LOAD DESK TRAYS	17.96
COOPERS TECHNOLOGY GROUP	DECEMBER SOFT GRIP SCISSORS	6.75
COSSETTE ELECTRIC LLC	DEC FIX XMAS LIGHTS AROUND TOW	679.21
COSSETTE ELECTRIC LLC	DEC REPAIR LIGHTS CASCADE/VERN	138.00
COSSETTE ELECTRIC LLC	DEC RETROFIT 3 POLE LIGHTS LED	962.07
COSSETTE ELECTRIC LLC	DEC TROUBLESHOT MILL ST LIGHTS	92.00
COSSETTE ELECTRIC LLC	REPLACE FAILING RECEPTACLES	147.80

General

COSSETTE ELECTRIC LLC	SITE WORK PARK/REC SHOP	184.00
DACOTAH PAPER CO	NOV PAPER TOWELS, TOILET PAPER	287.11
DAILY JOURNAL	DEC CUP/FRANKLIN & STANLEY LLC	132.07
DAILY JOURNAL	NOVEMBER AD-FRANCHISE FEES	294.75
DELUXE BUSINESS FORMS & SUP	US BANK DEPOSIT TICKET BOOKS	92.57
EMPLOYEES INSURANCE TRUST FUND	DECEMBER HEALTH INSURANCE	106,142.78
EMPLOYEES INSURANCE TRUST FUND	DECEMBER LIFE INSURANCE	2,843.34
EQUIPMENT FUND	NOV FUEL CHARGES #3002	87.74
EQUIPMENT FUND	NOV FUEL CHARGES #3004	55.90
EQUIPMENT FUND	NOV FUEL CHARGES #3006	119.70
EQUIPMENT FUND	NOV FUEL CHARGES #3013	99.24
EQUIPMENT FUND	NOV FUEL CHARGES #3019	91.36
EQUIPMENT FUND	NOV FUEL CHARGES #3040	71.63
ERGOMETRICS INC	NOVEMBER HIRING TEST	182.60
EXCEPTIONAL OUTDOOR SERVICES	COMM. WINTERIZATION DELAGOON	950.00
4M FUND	NOV 2023 SERVICE CHARGE	67.10
FASTENAL COMPANY	DEC PARK SAFETY VENDING	23.32
FASTENAL COMPANY	DEC STREET SAFETY VENDING	23.32
FERGUS HOME & HARDWARE	DEC TORCH RECIP SAW BLADES	22.99
PAUL FOSSAN	2023 SAFETY BOOT REIMBURSEMENT	125.00
GALLS LLC	SILBERNAGEL UNIFORM PURCHASE	419.05
GENERAL FUND	ICE PLANT START UP CK200004	1,175.00-
GENERAL FUND	JAN-MAR MISC SUPPLIES	4,381.36
GENERAL FUND	NOVEMBER COPIER USE	355.24
GENERAL FUND	NOVEMBER LONG DISTANCE CHARGE	57.39-
GENERAL FUND	NOVEMBER POSTAGE USE	418.93
GENERAL FUND	REC TO JAN-MAR MISC SUPPLIES	7,475.33-
GENERAL FUND	TO CLOSE FUND 334 TO FUND 101	779,175.15-
GENERAL FUND	TRANSFER NOVEMBER COPIER USE	483.64-
GENERAL FUND	TRANSFER NOVEMBER POSTAGE USE	877.81-
GOODIN COMPANY	ROYAL CLOSET FLUSH VALVES	881.78
GRAINGER INC	DEC TRAFFIC CABINET FUSE 5AMP	15.81
GRAND FORKS FIRE EQUIPMENT LLC	DECEMBER HELMET	325.61
GRANICUS LLC	NOVEMBER DOMAIN NAME CHANGE	400.00
GRANICUS LLC	01/07/24-01/06/25 GOVACCESS	5,209.31
GREAT PLAINS NATURAL GAS CO	NOVEMBER NATURAL GAS EXPENSE	2,099.16
HIGH POINT NETWORKS LLC	AZURE ACTIVE DIRECTORY PREMIUM	1,008.00
HIGH POINT NETWORKS LLC	HPN MONTHLY M365/GSUITE BACKUP	228.00
HIGH POINT NETWORKS LLC	OFFICE 365 G3 GCC	2,576.00
HIGH POINT NETWORKS LLC	PROJECT PLAN 3 FOR GCC	30.00
HIGH POINT NETWORKS LLC	VISIO PLAN 2 FOR GCC	45.00
HOME DEPOT CREDIT SERVICES	DEC TORCH KIT,CEILING GRID KIT	170.35
HOME DEPOT CREDIT SERVICES	DECEMBER POULTRY NETTING	22.47

General

HOME DEPOT CREDIT SERVICES	NOV BLUE ARCTIC EXTENSION CORD	53.36
HOME DEPOT CREDIT SERVICES	NOV 5 OUTLET EXTENSION CORD	22.00
HOME DEPOT CREDIT SERVICES	NOVEMBER CLAMPS, ADAPTER, PIPE	28.27
HOME DEPOT CREDIT SERVICES	NOVEMBER 1/4" MIP PLUG BRASS	5.96
HOME DEPOT CREDIT SERVICES	NOVEMBER 15"X93" BATTERY INSUL	105.40
HOME DEPOT CREDIT SERVICES	NOVEMBER 36" DLX VYL DR SWP-AL	15.93
HOME DEPOT CREDIT SERVICES	NOVEMBER 50' EXTENSION CORD	73.94
ISD #544	JAN-MAY 2023 ARENA ELECTRIC	16,672.52
ISD #544	JAN-MAY 2023 ARENA NATURAL GAS	11,478.18
KNUTSON ELECTRIC REBUILDING	NOVEMBER NEW MOTOR 7.5HP	1,160.00
KNUTSON ELECTRIC REBUILDING	OCTOBER REPAIR BEARINGS	642.30
KNUTSON LAWN SERVICE	CONTRACT MOWING WOODLAND DR	130.00
KNUTSON LAWN SERVICE	CONTRACT MOWING 1101 N UNION	65.00
ADAM KRAMVIK	2023 SAFETY BOOT REIMBURSEMENT	164.95
KREKELBERG LAW FIRM	DECEMBER LEGAL FEES	300.00
LAKE COUNTRY GRAPHICS, INC.	NOVEMBER EMBROIDER 4 HATS	115.78
LAKE REGION ELECTRIC COOP	NOV/SNOW REMOVAL/EQUIP BLDG	94.49
LAKE REGION ELECTRIC COOP	NOVEMBER ELECTRICITY EXPENSE	1,533.96
LOCKBOX SERVICES 931054	04/01-06/30/23 INVESTMENT FEES	10,650.18
LOCKBOX SERVICES 931054	07/01-09/30/23 INVESTMENT FEES	10,464.78
MARCO TECHNOLOGIES LLC	PREP RPLCMT FIREWALL & INSTALL	3,000.00
MARCO TECHNOLOGIES LLC	07/27-10/27/23 COPIER OVERAGE	.80
MARCO TECHNOLOGIES LLC	08/27-11/27/23 COPIER OVERAGE	70.79
MARCO TECHNOLOGIES LLC	11/27-12/27/23 COPIER RENT	783.71
MARK SAND AND GRAVEL COMPANY	DEC SAND TO FILL SAND SHED	546.88
MARK SAND AND GRAVEL COMPANY	DEC ST MAINT SAND	9,479.97
MARK SAND AND GRAVEL COMPANY	DEC ST MAINT SAND PER TON	668.42
MIDLAND DOOR SOLUTIONS	HANGAR #6 MULTI HANGAR REPAIR	550.00
MIDLAND DOOR SOLUTIONS	NOV HANGAR #10 DOOR REPAIR	437.50
MIDLAND DOOR SOLUTIONS	NOV REPAIR MAINT. SHED DOOR	87.50
MID-STATES ORG CRIME INFO CENT	VIDEO SURVEILLANCE PLATFORM	5,800.00
MOBOTREX INC	DEC STOCK GREEN/RED LED SIGNAL	576.00
MOTOROLA SOLUTIONS INC	16 RADIOS	87,515.20
RYAN MUCHOW	NOVEMBER MOTOR FUEL	32.00
NEO ELECTRICAL SOLUTIONS LLC	INSP., MALS R GASKET, PHIL. PAR	3,640.20
NEW HORIZONS ENERGY	NOVEMBER PROPANE-MAIN TERMINAL	2,125.28
NEW HORIZONS ENERGY	NOVEMBER PROPANE-SRE BUILDING	900.24
NYCKLEMOE & ELLIG, P.A.	DECEMBER PROSECUTING SERVICES	9,492.50
OTTER ELECTRIC LLC	DOUBLE SHAFT MOTOR/LABOR	1,401.75
OTTER ELECTRIC LLC	REPAIR FLOOR SENSORS	738.44
OTTER ELECTRIC LLC	REPAIR GFCI RECEPTACLE	118.66
OTTER ELECTRIC LLC	REPL HUMIDITY SENSOR	375.11
OTTER ELECTRIC LLC	REPL MOTOR LOCKER ROOMS	181.98

General

OTTER ELECTRIC LLC	REPL RECEPTACLES, LIGHT SWITCH	337.26
OTTER ELECTRIC LLC	REPL SHAFT, BEARING EXHAUST FAN	1,286.20
OTTER ELECTRIC LLC	REPL VFD DEHUMIDIFICATION SYST	4,477.20
OTTER ELECTRIC LLC	REPLACE CONTROL RELAY	225.26
OTTER ELECTRIC LLC	WIRE NUTS, LABOR	180.99
OTTER TAIL COUNTY HIGHWAY DEPT	ROUNDAABOUT LIGHTS	7.83
OTC HUMANE SOCIETY INC	NOV ANIMAL BORDING	488.00
OTC HUMANE SOCIETY INC	OCT ANIMAL BOARDING	1,421.00
OTTER TAIL COUNTY TREASURER	FORF SHARE/MUNGUIA 23020197	924.20
OTTER TAIL COUNTY TREASURER	FORF SHARE/REYES 23024130	10.40
OTTER TAIL POWER COMPANY	NOVEMBER ELECTRICITY EXPENSE	44,746.42
OTTER TAIL POWER COMPANY	OCTOBER FRANCHISE FEES	133.02
OTTER TAIL POWER COMPANY	OCTOBER WELCOMING COMMUNITIES	133.02
OTTER TAIL TELCOM	ADDITIONAL LISTING ENG	10.00
OTTER TAIL TELCOM	DEC. TELEPHONE LINES	2,568.44
OTTER TAIL TELCOM	DECEMBER TELEPHONE EXPENSE	828.81
OTTER TAIL TELCOM	DECEMBER TELEPHONE LINES PD	273.01
OTTER TAIL TELCOM	LONG DISTANCE FOR NOVEMBER	8.97
OVERHEAD DOOR CO	REPLACED OVERHEAD DOOR	4,515.11
PIGEON CONSULTING LLC	HISTORY ARCHITECTURE SURVEY	4,000.00
PITNEY BOWES CREDIT CORP	09/30-12/29/23 METER RENT	705.00
POLICE DEPT CONTINGENCY FUND	BERGREN LDF FEES	200.00
POLICE DEPT CONTINGENCY FUND	BERGREN MPPOA DUES	70.00
POLICE DEPT CONTINGENCY FUND	REGION IV CHIEFS	50.00
POLICE DEPT CONTINGENCY FUND	TITLE FORF/THIELMAN/23015423	28.00
PRO-WEST & ASSOCIATES, INC	AGO/ARC GIS ONLINE -FINAL BILL	3,824.57
SIGN GUYS LLC	JUNE SIGNS-BICYCLE PLAYGROUND	375.00
SKY CREW SERVICES, LLC	JANUARY MANAGEMENT FEES	3,500.00
SUMMIT COMPANIES	ANNUAL FIRE EXTINGUISHER INSPE	207.00
SWANSTON EQUIPMENT CO	DEC CRACKFILL MATERIAL PALLET	1,400.00
T-MOBILE	TRUCK IPAD DATA PLANS	192.33
TRUAX PATIENT SERVICES, LLC	NOV MEDICAL RESPONSE SUPPLIES	82.00
VERIZON WIRELESS	CELL/AIR CARDS	1,108.16
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/NOV	1,535,326.36
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/91282CJC6	557,190.82-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/91282CJJ1	71,385.17-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/91282CJK8	139,087.19-
WEX	NOV FLEX/HSA PART FEE	142.45
	F U N D T O T A L	1,416,130.94

P.A. General

P.A. General

ATLAS OUTDOOR SERVICES LLC	DECEMBER/CBHH SNOW/LAWN CARE	1,000.00
EMPLOYEES INSURANCE TRUST FUND	DECEMBER HEALTH INSURANCE	1,182.42
EMPLOYEES INSURANCE TRUST FUND	DECEMBER LIFE INSURANCE	8.11
GENERAL FUND	NOVEMBER COPIER USE	18.20
GENERAL FUND	NOVEMBER LONG DISTANCE CHARGE	3.13
GENERAL FUND	NOVEMBER POSTAGE USE	.87
JOHNSON CONTROLS INC	MONTHLY MAINT -HVAC NOV	2,686.36
MARCO TECHNOLOGIES LLC	11/27-12/27/23 COPIER RENT	73.90
OTTER TAIL TELCOM	DEC. TELEPHONE LINES	7.30
SUMMIT COMPANIES	MONTHLY MONITORING -DEC	34.00
UGSTAD PLUMBING INC	BOILER/GEN CK 11/03/23	90.00
UGSTAD PLUMBING INC	BOILER/GEN CK 11/10/23	90.00
UGSTAD PLUMBING INC	BOILER/GEN CK 11/17/23	90.00
UGSTAD PLUMBING INC	SEALING EXHAUST -BOILER #2	95.00
WEX	NOV FLEX/HSA PART FEE	3.30
	F U N D T O T A L	5,382.59

Regional Treatment Center-City Operated

OTTER TAIL POWER COMPANY	NOVEMBER ELECTRICITY EXPENSE	218.93
	F U N D T O T A L	218.93

Public Library

ABDO PUBLISHING COMPANY	LOWE FUNDS BOOKS	3,075.55
ADMINISTRATOR'S CONTINGENCY FD	DECEMBER/EXTENSION CORD	21.55
ARAMARK UNIFORM SERVICES	NOVEMBER LINEN SUPPLY	58.44
BAKER & TAYLOR INC	BOOKS	1,312.67
BAKER & TAYLOR INC	FREIGHT SURCHARGE	26.25
BAKER & TAYLOR INC	PROCESSING	123.87
BIBLIOTHECA LLC	SELF CHECKOUTS (2)	2,058.00
BMO FINANCIAL GROUP	NOV LABELS,PROTECTORS,LAMINATE	333.75
BMO FINANCIAL GROUP	NOVEMBER BOOKS	75.98
BMO FINANCIAL GROUP	NOVEMBER DATE STAMP	8.70
BMO FINANCIAL GROUP	NOVEMBER DIGITAL MATERIALS	283.40

Public Library

BMO FINANCIAL GROUP	NOVEMBER DVD'S	1,383.94
BMO FINANCIAL GROUP	NOVEMBER NAME TAGS	18.00
BMO FINANCIAL GROUP	OCTOBER BOOKS	60.84
BMO FINANCIAL GROUP	OCTOBER DVD'S	912.27
BMO FINANCIAL GROUP	OCTOBER EASY PRO BUFFING PADS	46.99
BMO FINANCIAL GROUP	OCTOBER POSTAGE	66.00
BMO FINANCIAL GROUP	OCTOBER POSTER GRAPHICS	30.58
BMO FINANCIAL GROUP	OCTOBER RECYCLING BIN	8.29
EMPLOYEES INSURANCE TRUST FUND	DECEMBER HEALTH INSURANCE	6,748.72
EMPLOYEES INSURANCE TRUST FUND	DECEMBER LIFE INSURANCE	54.42
GENERAL FUND	JAN-MAR MISC SUPPLIES	1,233.76
GENERAL FUND	NOVEMBER LONG DISTANCE CHARGE	19.21
GREAT PLAINS NATURAL GAS CO	NOVEMBER NATURAL GAS EXPENSE	91.43
MCMASTER-CARR SUPPLY CO	PLEATED FILTERS	447.98
OTTER TAIL POWER COMPANY	NOVEMBER ELECTRICITY EXPENSE	2,806.53
OTTER TAIL TELCOM	DEC. TELEPHONE LINES	87.55
OTTER TAIL TELCOM	DECEMBER FAX LINE LIBRARY	35.51
OTTER TAIL TELCOM	DECEMBER TELEPHONE EXPENSE	147.64
US BANK EQUIPMENT FINANCE	11/20-12/20/23 COPIER RENT	614.40
VIKING LIBRARY SYSTEM	DC POWER JACK	13.79
WEX	NOV FLEX/HSA PART FEE	15.26
	F U N D T O T A L	22,221.27

Bigwood Event Center

ARAMARK	DECEMBER LINEN SUPPLY	252.50
ARAMARK	NOVEMBER LINEN SUPPLY	126.25
BIGWOOD EVENT CENTER FUND	2023 BUDGET TRANSER - PARTIAL	30,000.00-
BJORN'S HEATING & AIR COND INC	REPLACE LIMIT SWITCH	226.67
BLUUM OF MINNESOTA LLC	SYSTEM CORE & INFRASTRUCTURE	3,337.28
BLUUM OF MINNESOTA LLC	TECHNICAL DESIGN SERVICE	36,364.06
BMO FINANCIAL GROUP	NOVEMBER BEVERAGES-11/07/23	13.98
BMO FINANCIAL GROUP	NOVEMBER CHAMBER CAFE REGISTER	10.00
BMO FINANCIAL GROUP	NOVEMBER FOOD/11/14/23	33.54
BMO FINANCIAL GROUP	NOVEMBER FOOD-11/14/23	51.45
BMO FINANCIAL GROUP	NOVEMBER SUPPLIES-GARBAGE BAGS	11.82
BMO FINANCIAL GROUP	OCTOBER BEVERAGES-10/04/23	17.14
BMO FINANCIAL GROUP	OCTOBER CASH DEPOSIT BAGS	43.10
BMO FINANCIAL GROUP	OCTOBER FOOD-10/02/23	54.52

Bigwood Event Center

BMO FINANCIAL GROUP	OCTOBER FOOD-10/04/23	157.08
BMO FINANCIAL GROUP	OCTOBER FOOD-10/07/23	53.87
BMO FINANCIAL GROUP	OCTOBER FOOD-10/11/23	97.75
BMO FINANCIAL GROUP	OCTOBER FOOD-10/14/23	5.54
BMO FINANCIAL GROUP	OCTOBER FOOD-10/19/23	11.18
CARDCONNECT	NOV CREDIT CARD FEES	28.29
CARDCONNECT	NOV SERVICE CHARGE ON CC FEES	18.50
CLOVER	DEC POS MONTHLY CHARGE	177.83
VIKING COCA-COLA BOTTLING CO	DECEMBER BEVERAGES	275.40
VIKING COCA-COLA BOTTLING CO	NOVEMBER BEVERAGES	117.60
COMMISSIONER OF REVENUE	2023 NOVEMBER SALES TAX	10.83
COSSETTE ELECTRIC LLC	REPAIR LIGHTS BY DUMPSTERS	237.46
EMPLOYEES INSURANCE TRUST FUND	DECEMBER HEALTH INSURANCE	873.99
EMPLOYEES INSURANCE TRUST FUND	DECEMBER LIFE INSURANCE	7.44
INNFORMATION SYSTEMS	INNFUSION CREDIT	70.00-
INNFORMATION SYSTEMS	INNFUSION WEB BACKUP/HOSTING	210.00
INNFORMATION SYSTEMS	INNFUSION WEB SUBSCRIPTION	435.00
MARCO TECHNOLOGIES LLC	11/29-12/29/23 COPIER RENT	126.20
OTTER TAIL POWER COMPANY	NOVEMBER ELECTRICITY EXPENSE	2,459.33
OTTER TAIL TELCOM	DEC. TELEPHONE LINES	201.29
OTTER TAIL TELCOM	DECEMBER INTERNET ACCESS BW	91.64
PRECISION CATERING MINNESOTA	11/29/23 FOOD	3,564.00
PRECISION CATERING MINNESOTA	11/29/23 LESS 15% FOOD	445.50-
TWEETON REFRIGERATION	NOVEMBER ICE MACHINE RENTAL	180.00
WEX	NOV FLEX/HSA PART FEE	3.02
	F U N D T O T A L	19,370.05

Community Arena

GENERAL FUND	ICE PLANT START UP CK200004	1,175.00
	F U N D T O T A L	1,175.00

Tax Abatement - Platte Properties

PLATTE PROPERTIES LLC	2023 TAX ABATEMENT PMT 12	9,000.00
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Tax Abatement - Platte Properties

F U N D T O T A L	9,000.00
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Tax Abatement - Housing Rebate Program

ELNA ANDERSON	PAY 2023 HOUSING TAX REBATE	1,123.00
ALFRED & KATHLEEN BALL LVG TRT	PAY 2023 HOUSING TAX REBATE	1,244.00
RONALD & JODY BRASEL	PAY 2023 HOUSING TAX REBATE	1,433.00
BRADLEY & PAULA CHRISTENSON	PAY 2023 HOUSING TAX REBATE	1,340.00
NICHOLAS & SAMANTHA EBERT	PAY 2023 HOUSING TAX REBATE	2,074.00
JOEL & K ERICKSON FAMILY TST	PAY 2023 HOUSING TAX REBATE	1,962.00
ELEANORE GILBERTSON	PAY 2023 HOUSING TAX REBATE	1,309.00
ROY & SHEILA GRAHAM	PAY 2023 HOUSING TAX REBATE	1,122.00
STEVEN & DIANE HAMMOND	PAY 2023 HOUSING TAX REBATE	1,457.00
MEG HARDIN	PAY 2023 HOUSING TAX REBATE	196.00
KEVYN HECK & ANGELA BOWMAN	PAY 2023 HOUSING TAX REBATE	733.00
JULIE HOEFS	PAY 2023 HOUSING TAX REBATE	1,490.00
JANE HOLM	PAY 2023 HOUSING TAX REBATE	1,337.00
MYRON & JOANN JOHNSON	PAY 2023 HOUSING TAX REBATE	1,121.00
SARAH KAMPA	PAY 2023 HOUSING TAX REBATE	1,028.00
CURTIS & ELAINE KAVLIE	PAY 2023 HOUSING TAX REBATE	1,123.00
SARA LUCKEN	PAY 2023 HOUSING TAX REBATE	1,235.00
ALEXANDER & KATE MATTER	PAY 2023 HOUSING TAX REBATE	2,011.00
ANDREW & STACIA MILLER	PAY 2023 HOUSING TAX REBATE	2,399.00
GLADYS MOLINE	PAY 2023 HOUSING TAX REBATE	1,122.00
RAY E MURRAY	PAY 2023 HOUSING TAX REBATE	1,122.00
RICHARD & SUSAN NEAL	PAY 2023 HOUSING TAX REBATE	1,122.00
CHERYL & JON NYGAARD	PAY 2023 HOUSING TAX REBATE	1,122.00
NANCY PORZIO	PAY 2023 HOUSING TAX REBATE	1,273.00
JOANN PRISCHMANN	PAY 2023 HOUSING TAX REBATE	1,122.00
LELAND & LAVONNE ROGNESS	PAY 2023 HOUSING TAX REBATE	1,548.00
STEVEN & SUZANNE HASBARGEN	PAY 2023 HOUSING TAX REBATE	1,230.00
STEPHEN & KATHIE SMITH	PAY 2023 HOUSING TAX REBATE	1,770.00
ROGER & ELIZABETH STROM	PAY 2023 HOUSING TAX REBATE	1,458.00
KAYCEE UNDERHILL	PAY 2023 HOUSING TAX REBATE	1,003.00
MILES VOSBERG	PAY 2023 HOUSING TAX REBATE	1,346.00
DAVID & ANNE WEINRICH	PAY 2023 HOUSING TAX REBATE	1,385.00
F U N D T O T A L		42,360.00

IRP Revolving Loan

RURAL DEVELOPMENT	ANNUAL PAYMENT/INTEREST	364.47
RURAL DEVELOPMENT	ANNUAL PAYMENT/PRINCIPAL	36,446.75
	F U N D T O T A L	36,811.22

CDBG/HUD Revolving Loan

COSSETTE ELECTRIC LLC	ELECTRICAL WORK/TC FOODS-#508	11,411.11
GENERAL FUND	NOVEMBER COPIER USE	46.18
GENERAL FUND	NOVEMBER POSTAGE USE	.63
UGSTAD PLUMBING INC	PLUMBING WORK/HOTEL 8-#956,509	3,653.92
	F U N D T O T A L	15,111.84

P.I.R. Bond and Interest 2009

P.I.R. BOND & INTEREST 2009	2023 DEBT SERVICE TRANSFER	1,000.00-
	F U N D T O T A L	1,000.00-

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

GENERAL FUND	TO CLOSE FUND 334 TO FUND 101	779,175.15
	F U N D T O T A L	779,175.15

Port Authority Bonds, Series 2019A

NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/INTEREST	38,925.00
	F U N D T O T A L	38,925.00

Capital Improvement

BMO FINANCIAL GROUP	CLASS REGISTRATION T.HAUGE	750.00
BMO FINANCIAL GROUP	NOVEMBER POSTAGE	52.80
BOLTON & MENK INC	PROF SERV DELAGOON PARK IMP	20,686.00
C&L EXCAVATING INC	PAY APP #1 STANTON AVE	62,863.56
CAPITAL IMPROVEMENT FUND	PI 5364 PROJECT FUNDING	245,909.56-
CAPITAL IMPROVEMENT FUND	PI 9767 PROJ FUNDING-FUND 334	500,000.00-
CAPITAL IMPROVEMENT FUND	PI 9767 PROJ FUNDING-GEN MSA	160,000.00-
COMSTOCK CONSTRUCTION INC	PAY APP NO. 9 DTRF PH 2	237,623.51
GENERAL FUND	NOVEMBER COPIER USE	8.00
HOUSTON ENGINEERING INC	PROF SERV THRU 11/25/23	9,781.11
JLG ARCHITECTS	PROF SERV END 11/30/23 AQUATIC	7,453.68
TAFT STETTINIUS HOLLISTER LLP	OCTOBER 2023 CONTRACT MATTER	854.00
	F U N D T O T A L	565,836.90-

P.I.R. Project 2009

P.I.R. BOND & INTEREST 2009	2023 DEBT SERVICE TRANSFER	1,000.00
	F U N D T O T A L	1,000.00

P.I.R. Project 2012B

P.I.R. BOND & INTEREST 2012	2023 DEBT SERVICE TRANSFER	30,704.78-
	F U N D T O T A L	30,704.78-

Airport Capital Improvement

SHORT ELLIOTT HENDRICKSON INC	AIRPORT FUEL SYST. CONST.ADMIN	5,430.00
SHORT ELLIOTT HENDRICKSON INC	2022 ILS REPL FINAL DESIGN	3,975.00
	F U N D T O T A L	9,405.00

Liquor Store

AL'S REFRIGERATION, INC.	NOV WATER LEAK WALK-IN COOLER	190.00
THE AMERICAN BOTTLING COMPANY	DECEMBER/MIX	709.27
THE AMERICAN BOTTLING COMPANY	OCTOBER/MIX	13.58-
ARAMARK UNIFORM SERVICES	NOVEMBER LINEN SUPPLY	411.96
M AMUNDSON LLP	DECEMBER/CIGARS	941.46
ARTISAN BEER COMPANY	DECEMBER/BEER	848.65
ARTISAN BEER COMPANY	DECEMBER/MIX	36.90
ARTISAN BEER COMPANY	NOVEMBER/BEER	10.00-
BELLBOY CORPORATION	DECEMBER/FREIGHT	54.41
BELLBOY CORPORATION	DECEMBER/LIQUOR	4,906.29
BELLBOY CORPORATION	DECEMBER/MIX	175.50
BEVERAGE WHOLESALERS INC	DECEMBER/BEER	39,312.90
BEVERAGE WHOLESALERS INC	DECEMBER/LIQUOR	1,485.00
BEVERAGE WHOLESALERS INC	DECEMBER/MIX	141.85
BEVERAGE WHOLESALERS INC	DECEMBER/WINE	22.20
BLUE CLOUD OF BURNSVILLE, MN	DECEMBER/BEER	1,033.25
BMO FINANCIAL GROUP	NOVEMBER MOOD PANDORA	62.44
BMO FINANCIAL GROUP	NOVEMBER/LIQUOR CANDY	343.80
BMO FINANCIAL GROUP	OCTOBER CARD CARRIERS	773.10
BMO FINANCIAL GROUP	OCTOBER GIFT CARDS	1,073.75
BMO FINANCIAL GROUP	OCTOBER MOOD PANDORA	62.16
BMO FINANCIAL GROUP	OCTOBER/LIQUOR CANDY	264.00
BRAUN VENDING INC	DECEMBER WATER COOLER RENT	16.00
BRAUN VENDING INC	NOVEMBER SUPPLIES-WATER	49.00
BREAKTHRU BEVERAGE MINNESOTA	DECEMBER/FREIGHT	112.01
BREAKTHRU BEVERAGE MINNESOTA	DECEMBER/LIQUOR	6,949.34
BREAKTHRU BEVERAGE MINNESOTA	DECEMBER/MIX	387.00
BREAKTHRU BEVERAGE MINNESOTA	DECEMBER/WINE	1,912.00
BREAKTHRU BEVERAGE MINNESOTA	NOVEMBER/FREIGHT	133.09
BREAKTHRU BEVERAGE MINNESOTA	NOVEMBER/LIQUOR	6,455.38
BREAKTHRU BEVERAGE MINNESOTA	NOVEMBER/MIX	229.92
BREAKTHRU BEVERAGE MINNESOTA	NOVEMBER/WINE	1,444.08
CAYAN	NOVEMBER 2023 CR CD FEES	13,778.07
VIKING COCA-COLA BOTTLING CO	DECEMBER/MIX	1,041.70
COMMISSIONER OF REVENUE	2023 NOVEMBER SALES TAX	120.11
COPPER TRAIL BREWING CO	DECEMBER/BEER	178.92
D-S BEVERAGES, INC.	DECEMBER/BEER	25,150.43
D-S BEVERAGES, INC.	DECEMBER/LIQUOR	1,113.25
D-S BEVERAGES, INC.	DECEMBER/MIX	782.75
D-S BEVERAGES, INC.	DECEMBER/WINE	903.30
D-S BEVERAGES, INC.	NOVEMBER/BEER	4,880.35
D-S BEVERAGES, INC.	NOVEMBER/LIQUOR	278.50
D-S BEVERAGES, INC.	NOVEMBER/MIX	321.00

Liquor Store

D-S BEVERAGES, INC.	NOVEMBER/WINE	67.00
DACOTAH PAPER CO	DEC SUPPLIES-HAND SANITIZER	33.40
DACOTAH PAPER CO	DECEMBER RETURN BAGS	74.60-
DACOTAH PAPER CO	DECEMBER SUPPLIES-BAGS	366.40
DELUXE BUSINESS FORMS & SUP	US BANK DEPOSIT TICKET BOOKS	185.14
EMPLOYEES INSURANCE TRUST FUND	DECEMBER HEALTH INSURANCE	7,743.23
EMPLOYEES INSURANCE TRUST FUND	DECEMBER LIFE INSURANCE	22.65
FERGUS BREWING COMPANY LLC	DECEMBER/BEER	1,006.00
GENERAL FUND	JAN-MAR MISC SUPPLIES	1,030.79
GREAT PLAINS NATURAL GAS CO	NOVEMBER NATURAL GAS EXPENSE	380.61
JOHNSON BROTHERS LIQUOR CO	DECEMBER/FREIGHT	487.41
JOHNSON BROTHERS LIQUOR CO	DECEMBER/LIQUOR	17,875.87
JOHNSON BROTHERS LIQUOR CO	DECEMBER/WINE	6,526.22
JOHNSON BROTHERS LIQUOR CO	NOVEMBER/FREIGHT	99.84
JOHNSON BROTHERS LIQUOR CO	NOVEMBER/LIQUOR	3,919.00
JOHNSON BROTHERS LIQUOR CO	NOVEMBER/WINE	1,284.00
LEIGHTON BROADCASTING	OCT AD-HOLIDAY TASTING EVENT	3,501.50
LIQUOR STORE	RECEIPT DECEMBER RENT	358.00-
MARCO TECHNOLOGIES LLC	11/27-12/27/23 COPIER RENT	125.90
MAVERICK WINE LLC	NOVEMBER/WINE	700.00
OTTER TAIL POWER COMPANY	NOVEMBER ELECTRICITY EXPENSE	3,673.50
OTTER TAIL TELCOM	DEC. TELEPHONE LINES	92.96
OTTER TAIL TELCOM	DECEMBER TELEPHONE EXPENSE	337.72
PEPSI BEVERAGE COMPANY	DECEMBER/MIX	333.41
PHILLIPS WINE & SPIRITS CO	DECEMBER/FREIGHT	188.35
PHILLIPS WINE & SPIRITS CO	DECEMBER/LIQUOR	10,337.30
PHILLIPS WINE & SPIRITS CO	DECEMBER/MIX	421.00
PHILLIPS WINE & SPIRITS CO	DECEMBER/WINE	2,152.15
PHILLIPS WINE & SPIRITS CO	NOVEMBER/FREIGHT	15.48
PHILLIPS WINE & SPIRITS CO	NOVEMBER/LIQUOR	153.00
PHILLIPS WINE & SPIRITS CO	NOVEMBER/WINE	352.00
SOUTHERN GLAZER'S OF MN	DECEMBER/FREIGHT	168.96
SOUTHERN GLAZER'S OF MN	DECEMBER/LIQUOR	15,013.51
SOUTHERN GLAZER'S OF MN	DECEMBER/MIX	54.00
SUMMIT COMPANIES	MONITORING 12/01/23-02/29/24	79.00
TALKING WATERS BREWING CO LLC	DECEMBER/BEER	210.00
TOTAL REGISTER SYSTEMS	FTP MONTHLY SERVICE	32.21
WEX	NOV FLEX/HSA PART FEE	20.22
WINE MERCHANTS INC	DECEMBER/FREIGHT	87.57
WINE MERCHANTS INC	DECEMBER/WINE	7,543.63
WINE MERCHANTS INC	NOVEMBER/FREIGHT	33.54
WINE MERCHANTS INC	NOVEMBER/WINE	4,550.00
	F U N D T O T A L	209,833.38

Refuse Disposal

ALBANY RECYCLING CENTER INC	NOV RECYCLING TV'S COMPUTERS	2,222.78
AMP INSURANCE	DEC OTC SOLID WASTE FAC.BOND	125.00
ARAMARK UNIFORM SERVICES	NOVEMBER LINEN SUPPLY	281.86
COMMISSIONER OF REVENUE	2023 NOVEMBER SALES TAX	53.92
COMMISSIONER OF REVENUE	2023 NOVEMBER SWMT	31,048.00
WASTE MANAGEMENT	11/16-11/30/23 PRO SERVICES	9,206.43
EMPLOYEES INSURANCE TRUST FUND	DECEMBER HEALTH INSURANCE	14,021.97
EMPLOYEES INSURANCE TRUST FUND	DECEMBER LIFE INSURANCE	64.21
HOUSTON ENGINEERING INC	2023 FALL GW SW184 MONITOR TST	12,534.00
HOUSTON ENGINEERING INC	2023 FALL GW SW572 MONITOR TST	1,474.75
HOUSTON ENGINEERING INC	2023 FALL SW184 MONIT.PRO SERV	1,742.75
MARCO TECHNOLOGIES LLC	11/27-12/27/23 COPIER RENT	287.85
OTTER TAIL COUNTY TREASURER	NOVEMBER TIPPING FEES	90,870.74
OTTER TAIL POWER COMPANY	NOVEMBER ELECTRICITY EXPENSE	196.41
OTTER TAIL POWER COMPANY	NOVEMBER SERVICE-MAIL BILLS	77.35
OTTER TAIL POWER COMPANY	OCTOBER SERVICE-MAIL BILLS	77.96
OTTER TAIL TELCOM	DEC. TELEPHONE LINES	29.18
OTTER TAIL TELCOM	DECEMBER TELEPHONE EXPENSE	145.36
U.S. POSTMASTER	DECEMBER POSTAGE	3,000.00
REFUSE DISPOSAL FUND	2022 POSTCLOSURE COSTS	129,848.21-
REVTRAK INC	NOVEMBER 2023 CR CD FEES	3,332.33
WASTEWATER TREATMENT FUND	NOV ASH CELL LEACHATE	491.40
WEX	NOV FLEX/HSA PART FEE	16.50
	F U N D T O T A L	41,452.54

Sewage Treatment

ARAMARK UNIFORM SERVICES	NOVEMBER LINEN SUPPLY	216.94
AQUAFIX INC	NOV QWIK ZYME L,GZILLA LIQUID	5,791.71
BMO FINANCIAL GROUP	NOV DOOR KING GATE KEYS	318.77
BMO FINANCIAL GROUP	NOV DSTLD WATER	9.95
BMO FINANCIAL GROUP	NOV FILTER	91.76
BMO FINANCIAL GROUP	NOV MESERB CONF. MEAL	17.88
BMO FINANCIAL GROUP	NOV MESERB CONF.LODGING	321.56
BMO FINANCIAL GROUP	NOV RYOBI 18V W/WIRELESS BT	61.27
BMO FINANCIAL GROUP	NOV UNIV. DOOR OPENER REMOTE	71.13
BMO FINANCIAL GROUP	NOV WIRE STRIP,CUTTER,BUCKET	65.83
BMO FINANCIAL GROUP	NOV 18V 4.0AH BAT W/CHARGER	99.00
BMO FINANCIAL GROUP	OCT BOILER RENEWAL S.NELSON	40.00

Sewage Treatment

BMO FINANCIAL GROUP	OCT FLEX SEAL AEROSOL BLACK	59.92
BMO FINANCIAL GROUP	OCT HEAVY DUTY TIMER	11.98
BMO FINANCIAL GROUP	OCT SHIPPING	100.78
BMO FINANCIAL GROUP	OCT SPRAY NOZZLES,1/8 SUB UTIL	132.95
BMO FINANCIAL GROUP	OCTOBER MAINTENANCE SUPPLIES	19.14
COSSETTE ELECTRIC LLC	DEC TROUBLESHOOT POLE LIGHTS	504.40
COSSETTE ELECTRIC LLC	DEC WIRE MOTOR PRE-TRTMNT BLDG	672.17
COSSETTE ELECTRIC LLC	DEC WIRE NEW VFD IN DAF BLDG	545.13
WASTE MANAGEMENT	11/15/23 DISPOSAL	436.64
WASTE MANAGEMENT	11/16/23 DISPOSAL	603.42
EMPLOYEES INSURANCE TRUST FUND	DECEMBER HEALTH INSURANCE	8,513.54
EMPLOYEES INSURANCE TRUST FUND	DECEMBER LIFE INSURANCE	30.42
JOHN DEERE FINANCIAL	NOV BALL BEARING	38.36
GENERAL FUND	JAN-MAR MISC SUPPLIES	226.91
GENERAL FUND	NOVEMBER LONG DISTANCE CHARGE	11.84
GOPHER STATE ONE CALL	NOV BILLABLE TICKETS	41.85
GRAINGER INC	OCT FUSE,CLASS RK5 R SERIES	195.80
HAWKINS INC	SEPT CYLINDERS	80.00
LAKE REGION ELECTRIC COOP	NOVEMBER ELECTRICITY EXPENSE	244.70
MATTHEW LEMKE	NOV REIMB. MEAL	13.01
MARCO TECHNOLOGIES LLC	11/27-12/27/23 COPIER RENT	272.44
MARK SAND AND GRAVEL COMPANY	DEC SAND TO FILL SEWER BUNKER	2,512.16
MESERB	NOV FALL CONF.REG M.LEMKE	150.00
MINNESOTA PUMP WORKS	NOV BRACKET,SS MOTOR HOUSING	9,021.05
OTTER TAIL POWER COMPANY	NOVEMBER ELECTRICITY EXPENSE	7,961.24
OTTER TAIL POWER COMPANY	NOVEMBER SERVICE-MAIL BILLS	77.35
OTTER TAIL POWER COMPANY	OCTOBER SERVICE-MAIL BILLS	77.96
OTTER TAIL TELCOM	DEC. TELEPHONE LINES	29.18
OTTER TAIL TELCOM	DECEMBER TELEPHONE EXPENSE	167.50
U.S. POSTMASTER	DECEMBER POSTAGE	3,000.00
RMB ENVIRONMENTAL LABORATORIES	DEC ANALYSIS	695.22
RMB ENVIRONMENTAL LABORATORIES	NOV ANALYSIS	172.50
RMB ENVIRONMENTAL LABORATORIES	NOVEMBER ANALYSIS	303.18
REVTRAK INC	NOVEMBER 2023 CR CD FEES	3,332.34
SPEE*DEE DELIVERY SERVICE INC	NOV SHIPPING	34.72
USA BLUEBOOK	NOV POWDER PILLOS,PIPET TIPS	94.17
WASTEWATER TREATMENT FUND	RECEIPT TO NOV LEACHATE	491.40-
WEX	NOV FLEX/HSA PART FEE	12.38
	F U N D T O T A L	47,010.75

Water

Water

ADMINISTRATOR'S CONTINGENCY FD	DEC REFUND/DUPLICATE PAYMENT	252.65
ADMINISTRATOR'S CONTINGENCY FD	DECEMBER UTILITIES REFUND	91.55
AL'S REFRIGERATION, INC.	NOV C02 TANK COMPRESSOR WORK	285.00
ARAMARK UNIFORM SERVICES	NOVEMBER LINEN SUPPLY	976.43
AMERICAN PAYMENT CENTERS	QUARTERLY BOX RENTAL	93.00
BMO FINANCIAL GROUP	NOV SCREWDRIVER, HEADLAMP	33.95
BMO FINANCIAL GROUP	OCT BOILER RENEWAL C.HAGE	40.00
BMO FINANCIAL GROUP	OCT ELAPSED TIME METER PANEL	111.96
BMO FINANCIAL GROUP	OCT GV WATER	16.08
BMO FINANCIAL GROUP	OCT HB ADPT, TUBING	13.02
BMO FINANCIAL GROUP	OCT MICRO TORCH,72PC MASTER ST	134.98
BMO FINANCIAL GROUP	OCT MULTIBIT SCREWDRIVER	9.99
BMO FINANCIAL GROUP	OCT RUBBER BOOTS	34.99
BMO FINANCIAL GROUP	OCT WIRELESS HEADSET, CHARGER	119.94
BMO FINANCIAL GROUP	OCTOBER BLUETOOTH HEADSET	89.99
CORE & MAIN LP	DEC MAIN VLV RBR URETHANE #35	146.06
CORE & MAIN LP	DEC MUELLER BREAKAWAY KITS	1,087.65
CORE & MAIN LP	DEC STK HYDRANT O-RING #3	108.89
CORE & MAIN LP	DEC STOCK HYDRANT O-RINGS	115.12
COSSETTE ELECTRIC LLC	DEC WELL CONTROLLER REPAIRS	15,664.00
DAKOTA SUPPLY GROUP	DEC 1X3/4" ANGLE VALVE	634.24
DELUXE BUSINESS FORMS & SUP	US BANK DEPOSIT TICKET BOOKS	92.57
EMPLOYEES INSURANCE TRUST FUND	DECEMBER HEALTH INSURANCE	8,864.31
EMPLOYEES INSURANCE TRUST FUND	DECEMBER LIFE INSURANCE	64.22
ETHANOL PRODUCTS, LLC	DEC C02	1,015.04
FERGUSON WATERWORKS #1657	DEC 1 1/4-1 1/16 SOC RAT WRCH	105.99
FERGUSON WATERWORKS #1657	DEC 1.5"/2" CURB BOX REPAIR TO	1,551.65
GENERAL FUND	NOVEMBER COPIER USE	56.02
GENERAL FUND	NOVEMBER LONG DISTANCE CHARGE	15.09
GENERAL FUND	NOVEMBER POSTAGE USE	457.38
GOIN' POSTAL FERGUS FALLS	DEC POSTAGE	14.34
GOPHER STATE ONE CALL	NOV BILLABLE TICKETS	41.85
GRAINGER INC	DEC INSULATED PLIERS (CHAD D)	112.53
GRAINGER INC	DEC PRESSURE GAUGES 0-160 PSI	66.82
GRAYMONT (WI) LLC	NOV HIGH CALCIUM QUICKLIME	8,296.86
HAWKINS INC	DEC FERRIC SULFATE 12% IRON	2,032.44
HAWKINS INC	DEC HYDROFLUOSILICIC ACID	696.60
HAWKINS INC	DEC LPC-5	2,539.35
HAWKINS INC	DEC 140 LB AMMONIA CYLINDER	442.60
HAWKINS INC	NOV AMMONIA CYL	10.00
HAWKINS INC	OCT CHLORINE	2,214.00
HOME DEPOT CREDIT SERVICES	DEC 1/2" DRIVE RATCHETS	83.94
HOME DEPOT CREDIT SERVICES	NOV 1/2" STOCK BUSHINGS	7.90

Water

MARK LEE ASPHALT & PAVING, INC	NOV SOUTH CASCADE ST PATCH	8,437.50
MARCO TECHNOLOGIES LLC	11/27-12/27/23 COPIER RENT	294.16
CRAIG OTTENBACHER	1 DAY RENT	3.53-
CRAIG OTTENBACHER	14,500 GAL WATER @ \$3.73/1000	54.09-
CRAIG OTTENBACHER	3" HYD.METER DEP. REC 231899	260.00
OTTER TAIL POWER COMPANY	NOVEMBER ELECTRICITY EXPENSE	5,336.76
OTTER TAIL POWER COMPANY	NOVEMBER SERVICE-MAIL BILLS	77.35
OTTER TAIL POWER COMPANY	OCTOBER SERVICE-MAIL BILLS	77.96
OTTER TAIL TELCOM	DEC. TELEPHONE LINES	29.18
OTTER TAIL TELCOM	DECEMBER TELEPHONE EXPENSE	181.57
P.I.R. BOND & INTEREST 2012	2023 DEBT SERVICE TRANSFER	17,144.80
U.S. POSTMASTER	DECEMBER POSTAGE	3,000.00
PREFERRED CONTROLS INC	NOV FILTER 1 REMOTE PROGRAMMIN	344.00
RMB ENVIRONMENTAL LABORATORIES	DEC ANALYSIS	223.25
REVTRAK INC	NOVEMBER 2023 CR CD FEES	3,332.34
WEX	NOV FLEX/HSA PART FEE	23.37
	F U N D T O T A L	87,545.61

Storm Water

BOLTON & MENK INC	PROF SERV 9/2/23 THRU 9/29/23	1,315.50
GOPHER STATE ONE CALL	NOV BILLABLE TICKETS	41.85
OTTER TAIL POWER COMPANY	NOVEMBER ELECTRICITY EXPENSE	178.65
P.I.R. BOND & INTEREST 2012	2023 DEBT SERVICE TRANSFER	13,559.98
RMB ENVIRONMENTAL LABORATORIES	DEC ANALYSIS	386.81
	F U N D T O T A L	15,482.79

Equipment

ARAMARK UNIFORM SERVICES	NOVEMBER LINEN SUPPLY	438.40
AMERICAN WELDING & GAS, INC	DEC NITROGEN TANK RENTAL	39.80
AUTO VALUE - FERGUS FALLS	DEC AIR FILTER UNIT 225	45.07
AUTO VALUE - FERGUS FALLS	DEC BRAKE FLUID (SHOP)	7.49
AUTO VALUE - FERGUS FALLS	DEC CLEARWELD EPOXY	8.99
AUTO VALUE - FERGUS FALLS	DEC COMMAND PURPLE ANTI FREEZE	23.98

Equipment

AUTO VALUE - FERGUS FALLS	DEC FEMALE JIC 37 FITTING U226	26.18
AUTO VALUE - FERGUS FALLS	DEC FEMALE JIC 37 HYD FITTING	93.73
AUTO VALUE - FERGUS FALLS	DEC FEMALE SAE 45 FITTING U226	14.49
AUTO VALUE - FERGUS FALLS	DEC FEMALE SAE 45 HYD FITTING	14.49
AUTO VALUE - FERGUS FALLS	DEC GREASE COUPLER	15.98
AUTO VALUE - FERGUS FALLS	DEC GREASE FITTINGS	24.90
AUTO VALUE - FERGUS FALLS	DEC HOSE FERRULE CRIMP TOOL	141.70
AUTO VALUE - FERGUS FALLS	DEC HUB AND BEARING UNIT 2085	139.23
AUTO VALUE - FERGUS FALLS	DEC MEGA FLEX HYD HOSE (STK)	354.00
AUTO VALUE - FERGUS FALLS	DEC MOBILE CRIMP DIE SET	329.99
AUTO VALUE - FERGUS FALLS	DEC OIL FILTER UNIT 244	38.94
AUTO VALUE - FERGUS FALLS	DEC RAIN X GLASS CLEANER	11.98
AUTO VALUE - FERGUS FALLS	DEC ROUND WORKLIGHT UNT 225	57.98
AUTO VALUE - FERGUS FALLS	DEC SMALL ROUND WORKLAMP U-225	28.99
AUTO VALUE - FERGUS FALLS	DEC SQ MACHINE KEYS U-1193	.99
AUTO VALUE - FERGUS FALLS	DEC STOCK HYDRAULIC HOSE	768.00
AUTO VALUE - FERGUS FALLS	DEC WIRE LOOM CLIP U-266	1.59
AUTO VALUE - FERGUS FALLS	DEC 26" WIPER BLADE/FILTER	55.06
AUTO VALUE - FERGUS FALLS	DEC 30/30 BRAKE CHAMBERS U-227	133.90
AUTO VALUE - FERGUS FALLS	NOVEMBER EQUIPMENT PARTS	23.99
BMO FINANCIAL GROUP	NOV EXTERIOR EXTENTION CORDS	179.94
BMO FINANCIAL GROUP	NOV HERCULES 11A ANGLE GRINDER	69.99
BMO FINANCIAL GROUP	NOVEMBER CLAMP-ON SPOT MIRROR	28.21
BMO FINANCIAL GROUP	NOVEMBER GM BOLT U	30.00
BMO FINANCIAL GROUP	NOVEMBER MULTI-LEAF SPRING	853.14
BMO FINANCIAL GROUP	NOVEMBER POWER WINDOW SWITCH	33.88
BMO FINANCIAL GROUP	NOVEMBER REAR SLAM LATCH	74.20
BMO FINANCIAL GROUP	OCT CABLES, CONNECTORS, TAPE	561.29
BMO FINANCIAL GROUP	OCT THERMOSTAT, HEATER CORE	28.79
BMO FINANCIAL GROUP	OCT 10" VENTED TANK LID & RING	45.92
BMO FINANCIAL GROUP	OCTOBER BATTERY TRANSFER PUMP	12.99
BMO FINANCIAL GROUP	OCTOBER CHEMICAL TRANSFER PUMP	574.05
BMO FINANCIAL GROUP	OCTOBER DISPOSABLE GLOVES	217.80
BMO FINANCIAL GROUP	OCTOBER MOTOR FUEL	39.11
BMO FINANCIAL GROUP	OCTOBER STRT GROOVE JOINT PL	21.99
BMO FINANCIAL GROUP	OCTOBER WIPER BLADES	32.60
BMO FINANCIAL GROUP	OCTOBER WRENCH, NUT DRIVES	58.64
BMO FINANCIAL GROUP	OCTOBER XTREME DUTY HOSE	245.00
BMO FINANCIAL GROUP	SEPTEMBER TARP REPAIR KIT	112.99
BMO FINANCIAL GROUP	SEPTEMBER WELDING CHAPS	45.50
BMO FINANCIAL GROUP	WINDSHIELD WASHER FLUID	8.97
BMO FINANCIAL GROUP	2080 GAS	71.24
BMO FINANCIAL GROUP	2086 GAS SWAT CALL OUT	60.77

Equipment

BMO FINANCIAL GROUP	2099 GAS	56.06
BMO FINANCIAL GROUP	2104 SETUP	381.00
COMMISSIONER OF REVENUE	2023 NOVEMBER SPECIAL FUEL TAX	970.43
COMMISSIONER OF REVENUE	2023 NOVEMBER SALES TAX	90.14
COSSETTE ELECTRIC LLC	DEC SITE WORK ADD LIGHT SHED 2	693.24
COSSETTE ELECTRIC LLC	DEC SITE WORK SHED 3 CITY SHOP	168.75
COSSETTE ELECTRIC LLC	TRENCHED POWER-NEW SALT SHED	2,332.88
EMPLOYEES INSURANCE TRUST FUND	DECEMBER HEALTH INSURANCE	5,003.94
EMPLOYEES INSURANCE TRUST FUND	DECEMBER LIFE INSURANCE	20.28
EQUIPMENT FUND	NOV FUEL USAGE	525.57-
EZ OPEN GARAGE DOOR	DEC DIAGNOSE W SHOP DOOR	250.00
EZ OPEN GARAGE DOOR	NOV SERVICE CALL-PARTS	224.00
EZ OPEN GARAGE DOOR	NOV SERVICE, RECEIVER W DOOR	659.00
FARGO FREIGHTLINER	DEC AIR DRYER UNIT 226	774.70
FARGO FREIGHTLINER	DEC COOLANT TUBE/CLAMPS U-267	286.45
FARGO FREIGHTLINER	DEC CREDIT NOX SENSOR CORE	110.00-
FARGO FREIGHTLINER	DEC CREDIT RETURNED AIR DRYER	774.70-
FARGO FREIGHTLINER	DEC DEF PUMP FILTERS 225/226	509.97
FARGO FREIGHTLINER	DEC DIPSTICK/TUBE	208.96
FARGO FREIGHTLINER	DEC DRIVE SHAFT CENTER SUPPORT	96.49
FARGO FREIGHTLINER	DEC FUEL WATER SEPERATOR U-216	394.99
JOHN DEERE FINANCIAL	DEC BLOWER BEARINGS/COLLAR	77.06
FASTENAL COMPANY	DEC GLOSS BLACK PAINT	39.32
FASTENAL COMPANY	DEC HD POLY CRIMP TOOL	198.93
FASTENAL COMPANY	DEC SPRING NUTS/ANCHORS COMPRE	52.90
FASTENAL COMPANY	DEC STOCK ORDER OF GREASE FITT	145.18
FASTENAL COMPANY	DEC 5/16"/3/8" QUICK LINKS	112.70
GENERAL FUND	JAN-MAR MISC SUPPLIES	602.51
GENERAL FUND	NOVEMBER LONG DISTANCE CHARGE	8.12
NAPA AUTO PARTS - FERGUS FALLS	DEC HYD HOSE FITTINGS	52.36
GRAINGER INC	DEC DUAL EXT LANCE/SPRAY GUN	154.00
GRAINGER INC	DEC LOCK OUT/TAG OUT HANGERS	39.84
GRAINGER INC	DEC WATER LINE INSULATION	61.03
GREAT PLAINS NATURAL GAS CO	NOVEMBER NATURAL GAS EXPENSE	2,195.35
HANSEN SERVICE	DEC HAUL FWD FROM AIRPORT-SHOP	150.00
HANSEN SERVICE	DEC HAUL UNIT 296 TO LITTLE FA	1,425.00
HOME DEPOT CREDIT SERVICES	DEC SAND SHED MAILBOX/POST	117.67
LAKEWAY EXPRESS LLC	DEC NON OXYGENATED FUEL (PARK)	94.96
LAKEWAY EXPRESS LLC	DEC NON OXYGENATED FUEL GLENN	39.88
LAKEWAY EXPRESS LLC	DEC NON-OXYGENATED FUEL GLENN	17.23
LAWSON PRODUCTS INC	DEC SNOW PUSHER BOLTS (STK)	148.00
MARK LEE ASPHALT & PAVING, INC	NOVEMBER SALT/SAND SHED	34,000.00
MARCO TECHNOLOGIES LLC	08/27-11/27/23 COPIER OVERAGE	51.86

Equipment

MARCO TECHNOLOGIES LLC	11/27-12/27/23 COPIER RENT	77.32
MEKALSON HYDRAULICS INC	DEC REMOVE/REPLACE/REBUILD PAC	2,880.00
MID CENTAL DOOR	OCTOBER INSTALL NEW FIRE DOOR	7,957.13
MINNESOTA MOTOR COMPANY	DEC U-BOLT NUT WASHERS U-263	21.36
MINNESOTA MOTOR COMPANY	DEC U-BOLT NUTS UNIT 263	40.28
MINNESOTA MOTOR COMPANY	NOV CAR WASH	9.00
MINNESOTA MOTOR COMPANY	NOVEMBER CAR WASHES	20.00
NELSON AUTO CENTER	DEC STOCK SQUAD WHEEL COVER	74.36
NORTHWEST TIRE INC	DEC FALKEN AKLIMATE 215/65/16	587.24
NORTHWEST TIRE INC	DEC RECON HUB PILOT WHEEL	420.00
NORTHWEST TIRE INC	DEC ST175/80R13 TIRES U-455	114.26
OLSON OIL COMPANY INC	DEC FUEL PUMP FILTERS	150.68
OLYMPIC SALES INC	DEC ARM CONTROLLER HARNESS 226	232.03
OLYMPIC SALES INC	DEC PACK CYLINDER SEAL KITS	284.61
OLYMPIC SALES INC	DEC TALL/SHORT GRIPPER PUCKS	561.14
O'REILLY AUTOMOTIVE INC	DEC ABS SENSOR UNIT 25	48.94
O'REILLY AUTOMOTIVE INC	DEC CAM SENSOR UNIT 4	31.85
OTTER TAIL POWER COMPANY	NOVEMBER ELECTRICITY EXPENSE	1,105.45
OTTER TAIL TELCOM	DEC. TELEPHONE LINES	65.67
OTTER TAIL TELCOM	DECEMBER TELEPHONE EXPENSE	56.02
OVERHEAD DOOR CO	DEC SERVICE CALL SHED #3	85.00
OVERHEAD DOOR CO	DEC SERVICE CALL SHED #3 SHOP	85.00
OVERHEAD DOOR CO	OCS WALL STATION SHED #3	118.00
POMP'S TIRE SERVICE INC	DEC LT245/75SR17 DEST X/T TIRE	1,523.94
R & R SPECIALTIES, INC.	DEC SPROCKET UNIT 1192	196.25
R & R SPECIALTIES, INC.	DEC SPROCKET/BEARINGS ZAMBONI'	965.25
ROCK MILLS ENTERPRISES INC	DEC CURLY POWER CORD U-50	184.00
SIGELMAN STEEL & SALVAGE CO	DEC 3/4" X 10" FLAT UNIT 296	123.00
SIGELMAN STEEL & SALVAGE CO	DEC 3/4"X6" FLAT UNIT 296	129.00
SWANSTON EQUIPMENT CO	DEC TUBELINE/HYD HOSE U-499	454.51
WALLWORK TRUCK CENTER F.F.	DEC AFM DEVISE GASKET U-216	93.14
WALLWORK TRUCK CENTER F.F.	DEC BRAKE CHAMBER UNIT 227	30.45
WALLWORK TRUCK CENTER F.F.	DEC CLEVIS KIT/GLAD HANDS	68.80
WALLWORK TRUCK CENTER F.F.	DEC CORE CREDIT	36.40-
WALLWORK TRUCK CENTER F.F.	DEC CORE CREDIT DRYER PURGE VA	26.00-
WALLWORK TRUCK CENTER F.F.	DEC CREDIT RETURNED AIR DRIER	566.03-
WALLWORK TRUCK CENTER F.F.	DEC CREDIT RETURNED BRACKET KI	575.52-
WALLWORK TRUCK CENTER F.F.	DEC CREDIT RETURNED CHAMBER	144.42-
WALLWORK TRUCK CENTER F.F.	DEC CREDIT RETURNED FILTERS	41.82-
WALLWORK TRUCK CENTER F.F.	DEC CREDIT RETURNED GOVERNOR	28.72-
WALLWORK TRUCK CENTER F.F.	DEC CREDIT RETURNED OIL PAN GS	88.62-
WALLWORK TRUCK CENTER F.F.	DEC CREDIT RETURNED TEMP SENSO	102.05-
WALLWORK TRUCK CENTER F.F.	DEC DRUMS/SHOES/SEAL UNIT 227	741.34

Equipment

WALLWORK TRUCK CENTER F.F.	DEC FUEL FILTER (STK)	450.00
WALLWORK TRUCK CENTER F.F.	DEC OIL PAN GASKET U-266	73.46
WALLWORK TRUCK CENTER F.F.	DEC RED LED TAILLIGHTS U-244	113.68
WALLWORK TRUCK CENTER F.F.	DEC WHEEL SEAL UNIT 227	98.00
WEX	NOV FLEX/HSA PART FEE	8.25
BEN WOLDEN LANDSCAPING	NOV FOOTINGS FOR SALT SHED	2,875.00
	F U N D T O T A L	79,285.59

Employees Insurance

EMPLOYEES INSURANCE TRUST FUND	RECEIPT DEC HEALTH INSURANCE	106,142.78-
EMPLOYEES INSURANCE TRUST FUND	RECEIPT DEC LIFE INSURANCE	3,115.09-
EMPLOYEES INSURANCE TRUST FUND	REDEIPT DEC HEALTH INSURANCE	52,952.12-
LAKES COUNTRY SVC COOP	DECEMBER HEALTH INSURANCE	171,502.96
	F U N D T O T A L	9,292.97

Flexible Benefit Agency

WEX	2023 FLEX PLAN REIMB	4,251.50
	F U N D T O T A L	4,251.50

Landfill Escrow Agency

REFUSE DISPOSAL FUND	2022 POSTCLOSURE COSTS	129,848.21
	F U N D T O T A L	129,848.21

PEG Access

PEG Access

BMO FINANCIAL GROUP	3RD QTR FILING FORM 941	8.50
CHARTER COMMUNICATIONS	10/26-11/25/23 CABLE	2.24
CHARTER COMMUNICATIONS	11/26-12/25/23 CABLE	8.87
CINCINNATI INSURANCE COMPANY	2023 WOPRKERS' COMP INSTALLMEN	126.00
DAILY JOURNAL	NOVEMBER/KIDS SCOOP-FFSP	100.00
DAILY JOURNAL	OCTOBER/KIDS SCOOP-FFSP	125.00
DAILY JOURNAL	SEPTEMBER/KIDS SCOOP-FFSP	100.00
LIQUOR STORE	DECEMBER RENT	358.00
OTTER TAIL POWER COMPANY	NOVEMBER ELECTRICITY EXPENSE	73.96
OTTER TAIL TELCOM	DECEMBER TELEPHONE EXPENSE	227.92
SUMMIT COMPANIES	MONITORING 12/01/23-02/29/24	79.00
	F U N D T O T A L	1,209.49

Fergus Falls Convention and Visitor's Bureau, Inc.

ACUITY INSURANCE	2024 WORKERS' COMP INSURANCE	836.00
BMO FINANCIAL GROUP	NOV EVOLVE CREATIVE HOSTING	300.00
BMO FINANCIAL GROUP	NOVEMBER GOOGLE ADVERTISING	1,567.04
BMO FINANCIAL GROUP	NOVEMBER INTERNET ON TABLET	5.55
BMO FINANCIAL GROUP	OCT EVOLVE CREATIVE HOSTING	300.00
BMO FINANCIAL GROUP	OCTOBER GOOGLE ADVERTISING	1,279.76
BMO FINANCIAL GROUP	OCTOBER INTERNET ON TABLET	5.55
BMO FINANCIAL GROUP	OCTOBER MEETING-LODGING	176.10
BMO FINANCIAL GROUP	OCTOBER MEETING-MOTOR FUEL	61.43
BMO FINANCIAL GROUP	RENEWAL DOMAIN NAME	42.99
BMO FINANCIAL GROUP	10/29-11/28/23 INTERNET	44.99
BMO FINANCIAL GROUP	11/29-12/28/23 INTERNET	44.99
BMO FINANCIAL GROUP	3RD QTR FILING FORM 941	8.50
OTTER TAIL TELCOM	DEC. TELEPHONE LINES	21.89
RICHES PROPERTIES LLC	JANUARY RENT	525.00
VERIZON WIRELESS	NOVEMBER CELL PHONE EXPENSE	112.65
	F U N D T O T A L	5,332.44

T O T A L A L L F U N D S 2,429,290.58

12/18/2023

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

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

THE ABOVE AND FOREGOING RESOLUTION WAS OFFERED AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 18 DAY OF DECEMBER BY ALDERMAN WHO MOVED ITS ADOPTION, WAS SECONDED BY ALDERMAN AND ADOPTED BY THE FOLLOWING VOTE:

AYES:

NAYS:

ABSTAIN:

ABSENT:

WHEREUPON THE ABOVE RESOLUTION WAS DULY DECLARED ADOPTED.

ATTEST:

APPROVED:

CITY ADMINISTRATOR

MAYOR

12/18/2023

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

COMM OF FINANCE, TREAS DIV	467.30
COMMISSIONER OF REVENUE	96,136.43
4M FUND	67.10
OTTER TAIL COUNTY HIGHWAY DEPT	7.83
OTTER TAIL COUNTY TREASURER	91,805.34
ABDO PUBLISHING COMPANY	3,075.55
AT&T MOBILITY	294.00
AVT FERGUS FALLS	104.00
ACUITY INSURANCE	836.00
ADMINISTRATOR'S CONTINGENCY FD	411.75
ALBANY RECYCLING CENTER INC	2,222.78
AMP INSURANCE	125.00
AL'S REFRIGERATION, INC.	475.00
THE AMERICAN BOTTLING COMPANY	695.69
ARAMARK UNIFORM SERVICES	3,469.82
ARAMARK	415.21
AMERICAN PAYMENT CENTERS	93.00
AMERICAN WELDING & GAS, INC	39.80
AMERITAS	3,638.12
M AMUNDSON LLP	941.46
ELNA ANDERSON	1,123.00
SEAN ANDERSON	436.08
AQUAFIX INC	5,791.71
ARTISAN BEER COMPANY	875.55
ATLAS OUTDOOR SERVICES LLC	1,000.00
AUTO VALUE - FERGUS FALLS	2,361.64
BAKER & TAYLOR INC	1,462.79
ALFRED & KATHLEEN BALL LVG TRT	1,244.00
BELLBOY CORPORATION	5,136.20
BEVERAGE WHOLESALERS INC	40,961.95
BIBLIOTHECA LLC	2,058.00
BIG AXX LLC	130.38
BJORN'S HEATING & AIR COND INC	226.67
BLUE CLOUD OF BURNSVILLE, MN	1,033.25
BLUUM OF MINNESOTA LLC	39,701.34
BMO FINANCIAL GROUP	34,731.13
BOLTON & MENK INC	22,001.50
RONALD & JODY BRASEL	1,433.00
BRAUN VENDING INC	65.00
BREAKTHRU BEVERAGE MINNESOTA	17,622.82
C&L EXCAVATING INC	62,863.56
CARDCONNECT	46.79
CAYAN	13,778.07
CHARTER COMMUNICATIONS	55.99
BRADLEY & PAULA CHRISTENSON	1,340.00
CINCINNATI INSURANCE COMPANY	126.00
CLOVER	177.83

12/18/2023

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

VIKING COCA-COLA BOTTLING CO	1,434.70
COMPASS MINERALS AMERICA INC	20,454.04
COMSTOCK CONSTRUCTION INC	237,623.51
COOPERS TECHNOLOGY GROUP	118.14
COPPER TRAIL BREWING CO	178.92
CORE & MAIN LP	1,457.72
COSSETTE ELECTRIC LLC	34,432.22
D-S BEVERAGES, INC.	33,496.58
DACOTAH PAPER CO	612.31
DAILY JOURNAL	751.82
WASTE MANAGEMENT	10,246.49
DAKOTA SUPPLY GROUP	634.24
DELUXE BUSINESS FORMS & SUP	370.28
NICHOLAS & SAMANTHA EBERT	2,074.00
ERGOMETRICS INC	182.60
JOEL & K ERICKSON FAMILY TST	1,962.00
ETHANOL PRODUCTS, LLC	1,015.04
EXCEPTIONAL OUTDOOR SERVICES	950.00
EZ OPEN GARAGE DOOR	1,133.00
FARGO FREIGHTLINER	1,386.86
JOHN DEERE FINANCIAL	115.42
FASTENAL COMPANY	595.67
FERGUS BREWING COMPANY LLC	1,006.00
FERGUS HOME & HARDWARE	22.99
FERGUSON WATERWORKS #1657	1,657.64
PAUL FOSSAN	125.00
GALLS LLC	419.05
NAPA AUTO PARTS - FERGUS FALLS	52.36
ELEANORE GILBERTSON	1,309.00
GOIN' POSTAL FERGUS FALLS	14.34
GOODIN COMPANY	881.78
GOPHER STATE ONE CALL	125.55
ROY & SHEILA GRAHAM	1,122.00
GRAINGER INC	645.83
GRAND FORKS FIRE EQUIPMENT LLC	325.61
GRANICUS LLC	5,609.31
GRAYMONT (WI) LLC	8,296.86
GREAT PLAINS NATURAL GAS CO	4,766.55
STEVEN & DIANE HAMMOND	1,457.00
HANSEN SERVICE	1,575.00
MEG HARDIN	196.00
HAWKINS INC	8,014.99
KEVYN HECK & ANGELA BOWMAN	733.00
HIGH POINT NETWORKS LLC	3,887.00
JULIE HOEFS	1,490.00
JANE HOLM	1,337.00
HOME DEPOT CREDIT SERVICES	707.19

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

HOUSTON ENGINEERING INC	25,532.61
ISD #544	28,150.70
INNFORMATION SYSTEMS	575.00
JLG ARCHITECTS	7,453.68
JOHNSON BROTHERS LIQUOR CO	30,192.34
JOHNSON CONTROLS INC	2,686.36
MYRON & JOANN JOHNSON	1,121.00
SARAH KAMPA	1,028.00
CURTIS & ELAINE KAVLIE	1,123.00
KNUTSON ELECTRIC REBUILDING	1,802.30
KNUTSON LAWN SERVICE	195.00
ADAM KRAMVIK	164.95
KREKELBERG LAW FIRM	300.00
LAKE COUNTRY GRAPHICS, INC.	115.78
LAKE REGION ELECTRIC COOP	1,873.15
LAKES COUNTRY SVC COOP	171,502.96
LAKEWAY EXPRESS LLC	152.07
LAWSON PRODUCTS INC	148.00
MARK LEE ASPHALT & PAVING, INC	42,437.50
LEIGHTON BROADCASTING	3,501.50
MATTHEW LEMKE	13.01
LOCKBOX SERVICES 931054	21,114.96
SARA LUCKEN	1,235.00
MARCO TECHNOLOGIES LLC	5,164.93
MARK SAND AND GRAVEL COMPANY	13,207.43
ALEXANDER & KATE MATTER	2,011.00
MAVERICK WINE LLC	700.00
MCMASTER-CARR SUPPLY CO	447.98
MEKALSON HYDRAULICS INC	2,880.00
MESERB	150.00
MID CENTAL DOOR	7,957.13
MIDLAND DOOR SOLUTIONS	1,075.00
MID-STATES ORG CRIME INFO CENT	5,800.00
ANDREW & STACIA MILLER	2,399.00
MINNESOTA MOTOR COMPANY	90.64
MINNESOTA PUMP WORKS	9,021.05
MOBOTREX INC	576.00
GLADYS MOLINE	1,122.00
MOTOROLA SOLUTIONS INC	87,515.20
RYAN MUCHOW	32.00
RAY E MURRAY	1,122.00
RICHARD & SUSAN NEAL	1,122.00
NELSON AUTO CENTER	74.36
NEO ELECTRICAL SOLUTIONS LLC	3,640.20
NEW HORIZONS ENERGY	3,025.52
NORTHLAND TRUST SERVICES, INC.	38,925.00
NORTHWEST TIRE INC	1,121.50

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

NYCKLEMOE & ELLIG, P.A.	9,492.50
CHERYL & JON NYGAARD	1,122.00
OLSON OIL COMPANY INC	150.68
OLYMPIC SALES INC	1,077.78
O'REILLY AUTOMOTIVE INC	80.79
CRAIG OTTENBACHER	202.38
OTTER ELECTRIC LLC	9,322.85
OTC HUMANE SOCIETY INC	1,909.00
OTTER TAIL POWER COMPANY	69,489.15
OTTER TAIL TELCOM	5,644.31
OVERHEAD DOOR CO	4,803.11
PEPSI BEVERAGE COMPANY	333.41
PHILLIPS WINE & SPIRITS CO	13,619.28
PIGEON CONSULTING LLC	4,000.00
PITNEY BOWES CREDIT CORP	705.00
PLATTE PROPERTIES LLC	9,000.00
POLICE DEPT CONTINGENCY FUND	348.00
POMP'S TIRE SERVICE INC	1,523.94
NANCY PORZIO	1,273.00
U.S. POSTMASTER	9,000.00
PRECISION CATERING MINNESOTA	3,118.50
PREFERRED CONTROLS INC	344.00
JOANN PRISCHMANN	1,122.00
PRO-WEST & ASSOCIATES, INC	3,824.57
RMB ENVIRONMENTAL LABORATORIES	1,780.96
R & R SPECIALTIES, INC.	1,161.50
REVTRAK INC	9,997.01
RICHES PROPERTIES LLC	525.00
ROCK MILLS ENTERPRISES INC	184.00
LELAND & LAVONNE ROGNESS	1,548.00
RURAL DEVELOPMENT	36,811.22
STEVEN & SUZANNE HASBARGEN	1,230.00
SHORT ELLIOTT HENDRICKSON INC	9,405.00
SIGELMAN STEEL & SALVAGE CO	252.00
SIGN GUYS LLC	375.00
SKY CREW SERVICES, LLC	3,500.00
STEPHEN & KATHIE SMITH	1,770.00
SOUTHERN GLAZER'S OF MN	15,236.47
SPEE*DEE DELIVERY SERVICE INC	34.72
ROGER & ELIZABETH STROM	1,458.00
SUMMIT COMPANIES	399.00
SWANSTON EQUIPMENT CO	1,854.51
TWEETON REFRIGERATION	180.00
TAFT STETTINIUS HOLLISTER LLP	854.00
TALKING WATERS BREWING CO LLC	210.00
T-MOBILE	192.33
TOTAL REGISTER SYSTEMS	32.21

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

TRUAX PATIENT SERVICES, LLC	82.00
UGSTAD PLUMBING INC	4,018.92
KAYCEE UNDERHILL	1,003.00
USA BLUEBOOK	94.17
US BANK EQUIPMENT FINANCE	614.40
VERIZON WIRELESS	1,220.81
VIKING LIBRARY SYSTEM	13.79
MILES VOSBERG	1,346.00
WALLWORK TRUCK CENTER F.F.	59.29
DAVID & ANNE WEINRICH	1,385.00
WELLS FARGO - INVESTMENTS	767,663.18
WEX	4,496.25
WINE MERCHANTS INC	12,214.74
TOTAL OTHER GOVERNMENT	188,484.00
TOTAL OTHER VENDORS	2,240,806.58
TOTAL ALL VENDORS	2,429,290.58

2024 Boards and Commissions

Public Arts Commission

Patricia Wahl
Erinn Webb
Roger Sodsod
Kim Embretson-Reappointment
Lee Smalt- New appointment

Bicycle and Pedestrian Advisory Committee

Aliyah Helland
Mike Thorson
Mallory Jarvi
George Vinson
_____ -OPEN

Human Rights Commission

Mike Trudeau
Mary Weaver
Krystyne Fransen-Reappointment
Don Mayo-Reappointment
Amy Mayo-Reappointment

Heritage Preservation Commission

Chris Schuelke
Jona Brown
Ben Underwood
Brad Sunde-Reappointment
Scott DeMartelaere-New appointment
Paul Nelson
_____ -OPEN

Library Board

Sharon Hintgen
Sarah Thacker
Pete Wasberg-Reappointment
Amber Leopold-Reappointment
Matthew Lape-Reappointment

Natural Resources

Chris Byrnes
Beth Monke
Cedar Walters-Reappointment
Jacob Nelson-Reappointment
Cody Dock-Reappointment

Park Board

Gayle Jacobson

Tasha Rohlf

Rachel Nelson-New appointment

Lynn Wolters-Reappointment

Tami Revering-Reappointment

Planning Commission

Laurel Kilde

Mike Walls

Wayne Schuett

Nate Kunde-Reappointment

Ryan Fullerton-Reappointment

Sarah Duffy-Reappointment

Paul Vukonich-New appointment

Public Safety Advisory

Mark Hovland

Ron Burt-New appointment

Skip Zielen

Housing Task Force- New appointments

Klara Beck

Anthony Hicks

Jeff Ackerson

Chad Landman

Greater FF Executive Director

Mikel Olson

Kent Mattson

Andrew Yaggie

Steve Eriksson