



**City Council Agenda**  
**January 16, 2024**  
**5:30 pm in the City Council Chambers**

Invocation  
Pledge of Allegiance

- A. Call to Order
- B. Roll Call
- C. Approval of the Agenda
- D. Public Hearings
- E. Awarding of Bids
  - 1. Resolution awarding the 2024 -2025 tree trimming and removal services contract to Carr's Tree Service
- F. Petitions, Communications and Open Forum
- G. Consent Agenda
  - 1. Motion approving the minutes from the January 2, 2024 City Council meeting and the January 10, 2024 Committee of the Whole meeting
  - 2. Motion approving licenses
  - 3. Resolution entering into a Joint Powers Agreement with Otter Tail County for a mental health social worker position
  - 4. Resolution approving the purchase of eight portable radios for the Fergus Falls Police Department and making applicable budget adjustments
  - 5. Resolution authorizing the purchase of 32 portable radios and an SCBA compressor and station fill station for the Fergus Falls Fire Department and making applicable budget adjustments
  - 6. Resolution accepting an additional three-year option term between the City of Fergus Falls and Sky Crew Services LLC.
  - 7. Resolution executing the partial release of a permanent utility easement at 226 E Lincoln Avenue
  - 8. Resolution initiating PI 5377, the 2024 mill and overlay improvement project and ordering the plans and specifications
  - 9. Resolution initiating PI 5372, the 2024 seal coat improvement project and ordering the plans and specifications
  - 10. Resolution accepting donations for PI 9504, the aquatics center
- H. Ordinance and Resolutions
  - 1. Resolution approving an encroachment agreement at 1205 W Lincoln Avenue
  - 2. Resolution approving the 2024 rates for the Pebble Lake Golf Course
  - 3. Resolution appointing a working group to discuss Greater Fergus Falls economic development services and funding

- I. Presentation of Claims \$2,146,036.48
- J. Board, Committee and Department Reports
- K. Reports from Staff and Administrative Officers
- L. Old Business/Unfinished Business
- M. New Business
- N. Miscellaneous Announcements
  - January 31 7:00 am Committee of the Whole meeting
  - February 5 4:00 pm Work session regarding Pebble Lake Golf Course
  - 5:30 pm City Council Meeting
- O. Adjournment to closed session (TENTATIVE) to discuss a purchase agreement as allowed by Minnesota Statute Section 13d.05.

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



# Council Action Recommendation

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Page 1 of 1

**Meeting Date:** 1-16-2024

**Subject:** 2024-2025 Tree contractor

**Recommendation:** Award contract for tree removal and tree trimming services for the 2 year period, 2024 and 2025, to Carr's Tree Service.

**Background/Key Points:** There is a large inventory of trees within the city of Fergus Falls, both publicly and privately owned. Our tree preservation program includes the on-going Dutch Elm Diseased tree removal program and the annual boulevard tree trimming program. A request for proposals was published in the Daily Journal and posted on the City's website for a contractor to do the majority of this work (some is done by city staff as time allows). A proposal was received by Carr's Tree Service (the only one received) on time and complete. Carr's Tree Service has been the City's tree contractor for the last 4 cycles (8 years) and has provided excellent service.

**Budgetary Impact:** The amount budgeted for professional services for our tree programs for 2024 is \$165,000, this is a reduction from our highest budgeted amount of \$180,000 in 2019. By ordinance, we are required to remove or have removed any tree that is diseased, the reduced budget will affect the amount of trimming work that we'll be able to have done.

A re-cap of trees removed by Carr's in 2023:

Dutch Elm Disease	98
Storm Damage	0
Dead Trees	71
Split/Hollow	23
Traffic Hazards	0
Road Const./Alley Repair	0
Nuisance	7

Each year, the city replaces trees that have been removed or adds trees where there has not been any. In 2023 140 new trees were planted.

**Originating Department: Public Works-Forestry Division**

**Respectfully Submitted: Len Taylor**

**Attachments:**

City Council Minutes  
January 2, 2024

The Fergus Falls City Council held a regular meeting on January 2, 2024, at 5:30 pm in the City Council Chambers. Pastor Kate Bruns gave the invocation, and the Pledge of Allegiance was recited. Council members in attendance were Kremeier, Thompson, Rachels, Hicks, Fish, Job, Kvamme and Rufer.

### **Approval of Agenda**

A motion and second were made by Thompson and Fish approving tonight's agenda with a request to remove two items from the consent agenda and the motion carried.

### **Housing Tax Rebate 1395 Lenore Way**

A 2021 submission for a housing tax rebate was inadvertently missed. The Habitat for Humanity Home at 1395 Lenore Way fits the criteria for the program and was recommended for approval by staff. The public hearing opened at 5:35 pm. As no one appeared the hearing was closed. Fish offered **Resolution #1-2024** approving a property tax rebate for 1395 Lenore Way, which was seconded by Kvamme and was adopted.

### **Retirement Jeff Walvatne**

Fish offered **Resolution #2-2024** acknowledging the retirement and 27 years of service from Jeff Walvatne, which was seconded by Rufer and was adopted.

### **Open Forum**

Mark Leighton asked for an accounting of staff time and materials spent last year on franchise fees.

### **Consent Agenda**

The following items were approved under **Resolution #3-2024** by Thompson: Motion approving the minutes from the December 18, 2023, City Council meeting. Motion approving the following licenses: Excavator Triple E Water and Sewer, Leitch Excavating, Comstock Construction; Paving/Sidewalk Comstock Construction; Mechanical Metropolitan Mechanical Contractors, CR Plumbing, McDowall Company, Plumber's Inc; Minnesota Lawful Gambling Permit Ducks Unlimited Maidens of the Marshes Chapter 168 for raffle at Eagles Aerie 2339 on March 23, 2024. **Resolution #4-2024** designating the Daily Journal as the 2024 legal publication. **Resolution #5-2024** delegating the City Administrator, Finance Director, Assistant Finance Director, Payroll Officer and Human Resources Director to make electronic fund transfers on behalf of the city. **Resolution #6-2024** adopting the 2024 elected officials out of state travel policy. **Resolution #7-2024** declaring Summerfest, Over the River and Shop, Move and Groove as 2024 community festivals. **Resolution #8-2024** approving budget adjustments. **Resolution #9-2024** approving the updated Gifts & Appraisal, Internet Acceptable Use and Privacy & Confidentiality Policies for the Fergus Falls Public Library. **Resolution #10-2024** setting the 2024 Tax Rebate Program public hearing dates. **Resolution #11-2024** accepting a \$200 donation from Fergus Falls Home and Hardware and a \$418 donation from the Kiwanis Otter Risers Club for the Fire Department Youth Explorer Program. **Resolution #12-2024** declaring surplus equipment and authorizing its disposal. The resolution was seconded by Rachels and was adopted.

## **Depositories**

Kremeier asked why the city does not use local financial institutions as approved depositories. Finance Director Bill Sonmor explained Galliard Capital Management is the city's money manager and Principal is linked to the long-term portfolio. For the city's more liquid accounts, the League of Minnesota Cities 4M Fund is used and that is tied into US Bank. The city utilizes their services as they do not impose bank fees. Fish offered **Resolution #13-2024** designating the official depositories for the city which was seconded by Rufer and was adopted.

## **Code of Conduct**

Kremeier felt the Code of Conduct for Elected Officials was unnecessary as City Code 33.02 and 33.13 already address a Code of Ethics. He did not believe the city is not following their code, said adopting this policy will hinder discussion and referenced an incident he did not feel was addressed. Kvamme offered **Resolution #14-2024** adopting the Code of Conduct for Elected Officials with an edit suggestion to replace the word "implies" with "may imply" on page 6, bullet point 7, which was seconded by Rufer. Hicks felt the document was too wordy and Kvamme said the committee already condensed the policy in half. Rufer spoke in favor of adopting the policy. City Administrator Andrew Bremseth reminded the council they adopted the policy on October 2, 2023, and at that time they expressed the same concerns and asked staff to bring it forward annually to reaffirm the policy. If additional editing was desired, the council could take action to form another committee to do so. The resolution was called to a vote and was adopted with Kremeier voting in opposition.

## **Resolution of Accounts**

Fish offered a resolution authorizing the payments and claims in the amount of \$462,742.39, which was seconded by Hicks and was adopted after a few clarifying questions.

## **2024 Acting Mayor**

A motion and second were made by Job and Kremeier nominating Anthony Hicks to serve as the 2024 Acting Mayor and the motion carried.

## **2024 Council Appointments**

Mayor Schierer read the list of council appointments for 2024. A motion and second were made by Job and Fish approving the appointments and the motion carried.

The meeting adjourned at 6:03 pm

*Lynne Olson*

Committee of the Whole Meeting  
January 10, 2024

The Fergus Falls City Council met for a Committee of the Whole Meeting on January 10, 2024, at 7:00 am in the City Council Chambers. Acting Mayor Anthony Hicks called the meeting to order, and the following council members were in attendance: Kremeier, Thompson, Rachels, Hicks, Fish, Job and Kvamme. Rufer was absent.

**Joint Powers Agreement with Otter Tail County**

A motion and second were made by Fish and Rachels recommending the council authorize signatures on a joint powers agreement with Otter Tail County for a mental health social worker position to assist law enforcement and the motion carried.

**Police Department Radios**

Last year the council authorized the purchase of 32 of the 40 portable 800 MHz needed for the police department. Staff propose using the city's allocation of State Public Safety Funds to purchase the remaining eight radios at an estimated cost of \$44,000. A motion and second were made by Thompson and Fish recommending the council approving the purchase of eight MHz radios for the police department and approving corresponding budget adjustments and the motion carried.

**Fire Department Equipment**

Fire Chief Ryan Muchow requested authorization to purchase 32 portable radios, a self-contained breathing apparatus compressor and fill station for the department as their current equipment has exceeded its useful life. The \$166,989 expenditure would be funded through the public safety funds received from the state. A motion and second were made by Kvamme and Job recommending the council authorize the purchase of 32 portable radios, a self-contained breathing apparatus and fill station and approving corresponding budget adjustments and the motion carried.

**Airport Management Agreement with Sky Crew Services**

Sky Crew Services LLC requested the city exercise the option agreement for an additional three years of service as the Fixed Base Operator of the Fergus Falls Municipal Airport. A motion and second were made by Rachels and Fish recommending the council accept the additional three-year option term between the City of Fergus Falls and Sky Crew Services LLC and the motion carried.

**Permanent Utility Easement at 226 E Lincoln**

The city approved a TIF Development Agreement with FM Bank to redevelop the site at 226 E Lincoln Avenue for a new bank building. The project's preliminary site design has been completed and the utility easement modification (release) has been determined. The existing sanitary sewer will be shortened from the S Lincoln right of way line from 143 feet to 36 feet and the new permanent utility easement will be 10 feet on each side of the sanitary sewer for a retained area of 924 square feet. A motion and second were made by Fish and Rachels recommending the council direct the City Engineer and City Attorney to execute the partial release of permanent utility easement at 226 E Lincoln Avenue and the motion carried.

**Encroachment Agreement at 1205 W Lincoln Ave**

Wayne Enterprises LLC purchased the former Sunmart building and has been repurposing the building into industrial sites for retail, light manufacturing, warehousing, and distribution sites. Suite

1205 is proposed for a medical clinic and City Code 154.190-154.204 dictates the minimum number of allowed parking spaces for patients and staff. The facility's clientele will be older patients with mobility issues and this agreement would allow them to park close to the entrance. Staff are proposing an encroachment agreement to allow parking in the city right of way along St. Andrews Street. A motion and second were made by Kvamme and Fish recommending the council approve an encroachment agreement to accommodate parking needs of the tenant at 1205 W Lincoln Avenue.

Kvamme asked for an amendment to the motion to consider the parking spaces be angled in the event the city needs the right of way for future needs. Property owner Mike Thorson said the tenant's approval would need to be obtained as their plans call for a straight on parking configuration to best meet their needs. Kremeier asked if it would be beneficial to purchase the former gas station in this area to provide additional parking. Thorson explained the need for easy access to the east side of the medical facility's entrance. He read language from the agreement stating the city as the right of way owner can terminate the agreement with 60 days' notice to the landowner and Kremeier asked the City Attorney's opinion on this issue be obtained at the next council meeting. Fish said he would not consent to changing his second on the original motion which was called to a vote and adopted unanimously.

#### **2024 Mill and Overlay and Seal Coating**

Staff are planning for 2024 mill and overlay and seal coat projects. \$324,400 has been budgeted this year for mill and overlay work and the area being improved has not been selected yet. \$173,100 is budgeted for seal coat applications in addition to \$100,000 they are carrying over from the 2023 budget. A motion and second were made by Kvamme and Fish to initiate Public Improvement 5377, the 2024 mill and overlay improvement project, to order plans and specifications for the project, to initiate Public Improvement 5372, the 2024 seal coat improvement project and order the plans and specifications for the project and the motion carried.

#### **Transportation Alternatives Application**

In November of 2023 the council authorized the City Engineer to submit a Transportation Alternatives grant letter of intent and MnDOT has approved the city's submission to the final application. The city must adopt a resolution agreeing to maintain the bicycle and pedestrian facility for its useful life. The proposed total cost was \$16-\$17 million and the city's share is \$700,000-\$750,000. The city's estimated share of the trails and walkways is \$172,600 and staff plan to apply for 80% of the grant while using MSAS funding to cover the 20% matching fund requirements. A motion and second were made by Thompson and Kvamme recommending the council agree to maintain the bicycle and pedestrian facility portion of this project for its useful life and the motion carried.

#### **Other Business**

City Administrator Andrew Bremseth spoke on the growing problem of people leaving items on the boulevard. Many times, it is with good intention for someone else to use, but often items get left out in the elements for days or weeks at a time and the city spends time and money dealing with the abatement of these items. Especially problematic are large furniture pieces and appliances. Council members spoke about the need to clean up the community, stopping illegal dumping, other ways to dispose of materials and taking pride in the community.

The meeting adjourned at 7:38 am

*Lynne Olson*



# Council Action Recommendation

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Page 1 of 1

**Meeting Date:** January 10, 2024

**Subject:** Mental Health Co-Response Social Worker

**Recommendation:** Sign Joint Powers Agreement

**Background/Key Points:** The police department has been working with Otter Tail County Human Services since early January of 2023 to establish a Mental Health Social Worker position to be able to respond into the community with law enforcement to provide intervention strategies to people in crisis along with providing follow up care and referrals to additional mental health resources. This Joint Powers Agreement between the City and the County will allow for better information sharing and coordination of care between the two governmental entities and in turn we will be able to provide better care and services to those in need.

**Budgetary Impact:** No additional cost to city.

**Originating Department:** Public Safety

**Respectfully Submitted:** Kile Bergren, Chief of Public Safety



**JOINT POWERS AGREEMENT**  
**BETWEEN CITY OF FERGUS FALLS AND OTTER TAIL COUNTY HUMAN SERVICES**  
**FOR COORDINATED RESPONSE SOCIAL WORKER & PUBLIC SAFETY**

THIS JOINT POWERS AGREEMENT (“Agreement” or “JPA”) is made and entered into by and between the City of Fergus Falls, by and through its City Council, 112W Washington Avenue, Fergus Falls MN 56537 (“City” or “Cities”) and Otter Tail County Human Services, 530 W Fir Avenue, Fergus Falls, MN 56537 (hereinafter “County”).

WHEREAS, pursuant to the provisions of Minn. Stat. §471.59, the City and County are authorized to enter into an agreement to exercise jointly or cooperatively governmental powers common to each and to permit one governmental entity to perform services or functions for or with another governmental unit; and

WHEREAS, mental health coordinated response is necessary to be provided by City and County in accordance with applicable federal, and state, laws, statutes, rules and regulations; and

WHEREAS, City desires to receive services from County to assist people who need mental health supportive services on a prompt basis to protect their health, safety, and welfare; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed, by and between the parties as follows:

**1. PURPOSE.**

The purpose of the Coordinated Response Model is to implement a coordinated response by the parties to address increased law enforcement involvement in mental health related calls that may require the need for services and programs offered by the County. The implementation will take place utilizing a county Social Work position. In this model, a Human Services Social Worker will work closely with an assigned Law Enforcement Officer to provide follow-up and service coordination following a mental health crisis event. Crisis follow up services will link residents to other short- and long-term support services.

**2. TERM.**

This Agreement will become effective on the last date that the Agreement has been executed by the City and County, through 12:00 AM on December 31, 2025, and unless terminated in writing. This Agreement may be terminated with or without cause by either the City or County upon ninety (90) days written notice to the other party to this Agreement.

Notwithstanding the above, the City may immediately terminate this Agreement at any time if the health, safety, or welfare of any person receiving services or entitled to receive services under this Agreement is at risk because of the action or inaction of the County.

### 3. AUTHORIZED REPRESENTATIVE.

The named persons, in the positions stated below, or their successors in title, are designated the Authorized Representatives of the parties for purpose of this Agreement. Notifications required to be provided by the terms of this Agreement and invoices, if any, to be submitted and payments made shall be provided to the following named persons unless otherwise stated in this Agreement:

TO COUNTY:

Deb Sjostrom, Director

Otter Tail County Human Services

[dsjostrom@ottertailcounty.gov](mailto:dsjostrom@ottertailcounty.gov)

218-998-8150

TO CITY:

Kile Bergren, Chief of Police

Fergus Falls Police Department

[kbergren@fergusfallsmn.gov](mailto:kbergren@fergusfallsmn.gov)

218-332-5555

### 4. COUNTY'S RESPONSIBILITIES.

County hereby agrees to:

A. Provide the Social Worker position, as staffing availability allows, which may include individuals licensed as a Mental Health Professional (Minn. Stat. § 245.462, subd. 18), county social worker, or Coordinator, who will have the following duties and responsibilities:

1. Provide over-all administration, coordination, and needs assessment.
2. Educate Law Enforcement on mental health crisis and mental health services offered by County and/or community-based agencies.
3. Educate Law Enforcement on other services and programs offered by the County that could benefit individuals and /or households who come into contact with Law Enforcement.
4. Work with Law Enforcement to identify individuals / households who have experienced a mental health crisis and who may benefit from voluntary services offered by the County.
5. Work with Law Enforcement in providing a timely follow-up contact with the individual / household as provided in section 4 to determine if the individual and/or household is interested in and/or eligible for voluntary services and programs offered through the County or other community-based organizations, including hands-on support in accessing services and networking outreach to potential community resources and service providers.
6. Create procedures and evaluation measures to guide work for the duration of the JPA.
7. Coordinate with Coordinated Response Social Work partners in other jurisdictions.

B. Provide necessary resources to support the Coordinated Response Social Worker with equipment and training to facilitate work activities.

C. Facilitate connection and introductions to the various services and programs within the County as well as to relevant community-based agencies.

D. Maintain data for evaluation purposes.

E. Participate in meetings between the County and City to review the services provided pursuant to the Agreement.

F. Provide supervision to the Coordinated Response Social Worker provided under the terms of this Agreement.

## **5. CITIES RESPONSIBILITIES.**

Cities hereby agree to:

A. Identify and dedicate resources to:

1. Work with the Coordinated Response Social Worker for administration, coordination, and assessment.
2. Coordinate education of officers and other Law Enforcement staff about the JPA and County programs and services including the role and responsibilities of the Coordinated Response Social Worker.
3. Educate and train the Coordinated Response Social Worker and other participating County staff on Law Enforcement's response to crisis and emergency service calls, including the role and responsibilities of Law Enforcement.
4. Share with the Coordinated Response Social Worker the names of individuals / households who have experienced a mental health crisis and who may benefit from follow-up.
5. Work with the Coordinated Response Social Worker in developing a plan for providing a timely follow-up contact with the individual / household as provided in section 4 to determine if the individual and/or household is interested in and/or eligible for voluntary services and programs offered through the County or other community-based organizations, including hands-on support in accessing services and networking outreach to potential community resources and service providers.
6. Create procedures and evaluation measures to guide work for the duration of the JPA.

## **6. JOINT RESPONSIBILITIES.**

The parties hereby jointly agree to:

A. Meet regularly during the term of the JPA to review and evaluate performance objectives and provide guidance to staff.

B. Facilitate relationship-building with community-based agencies, treatment providers, and county and state probation to enhance understanding and reduce barriers to providing services to individuals with complex service needs.

C. Attend and/or organize relevant trainings conducted by the County or other agencies.

D. Commit to training on policy and procedures for the JPA.

E. Attend joint Coordinated Response project meetings convened to discuss Coordinated Response efforts and to attend relevant trainings or programs.

## **7. STEERING COMMITTEE OVERSIGHT AND IMPLEMENTATION.**

The Coordinated Mental Health Response program will be overseen by a Steering Committee comprised of the Human Services Director, Assistant Director, and Otter Tail County Sheriff or his Chief Deputy and the Fergus Falls Police Chief or appointee. Others may be invited to attend meetings and assist with collaborative planning, implementation, and evaluation activities. The role of the Steering Committee is to provide strategic vision, structure, and oversight of the MOU. The responsibilities of the Steering Committee include:

A. To provide strategic oversight for the JPA, including defining scope, priority, desired results, and key deliverables.

B. To serve as advocates for the JPA, garnering support, removing obstacles, and resolving escalated issues.

C. To obtain and allocate resources to support the design, implementation, and evaluation of the JPA throughout the duration.

D. To provide feedback and decisions in response to recommendations from the system stakeholders.

E. To monitor and evaluate JPA progress.

F. To designate key subject matter experts, as needed, to support specific components of the JPA planning, design, or operations.

G. To designate staff to oversee and manage day-to-day activities and implement the strategic operations of the JPA.

## **8. EVALUATION.**

The JPA will be evaluated according to an evaluation design, that is collaboratively developed by the parties. The County will have the lead role in collecting and presenting summary data to the parties along with the briefing of JPA activities due no less than on the last day of the month following the end of each full year term with quarterly reports made available upon request.

## **9. INDEPENDENT CONTRACTOR.**

It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties hereto or constituting either the County as the employee of the City for the purpose or in any manner whatsoever. The County is an independent contractor and neither it, nor its employees, agents, or representatives are employees of the City.

## **10. LIABILITY AND INDEMNIFICATION.**

A. The County and City agree to indemnify, defend, and hold harmless the other, its officers, agents, and employees against any and all liability, loss, costs, damages, claims or actions its officers, agents or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or

omission of the indemnifying party, its officers, agents, or employees, in the execution, performance or failure to adequately perform its obligations pursuant to this Agreement.

B. To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the parties that they shall be deemed a “single governmental unit” for the purposes liability, all as set forth in Minnesota Statutes, Section 471.59, subd. 1a provided further that for purposes of the statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party. Each party also specifically intends that the single tort cap limits specified for cooperative agreements under Minn. Stat. § 471.59, subd. 1a(a) or as such statute may be amended or modified from time to time, shall apply to this Agreement and to the activities of the parties hereunder. The statutory limits for the parties may not be added together or stacked to increase the maximum amount of liability for either party.

C. Each party to this agreement shall be liable for the acts of their own officers, employees, and/or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees and/or agents. It is understood and agreed the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the parties’ acts or omissions. Each party warrants they can comply with the indemnity requirements through an insurance or self-insurance program and each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466.

#### **11. NON-ASSIGNABILITY.**

The County shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by subcontract, assignment, or novation, without the prior written consent of the City.

#### **12. EQUAL EMPLOYMENT OPPORTUNITY.**

The County agrees to comply with all federal, state, and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual orientation, disability, or age. When required by law or when validly requested by City, County shall furnish a written affirmative action plan.

#### **13. WORKPLACE VIOLENCE PREVENTION.**

County shall make all reasonable efforts to ensure its employees, officials and subcontractors do not engage in violence.

#### **14. DATA PRACTICES.**

A. Data Privacy and Security. The parties will comply with all applicable data practices laws, including but not limited to the Minnesota Government Data Practices Act (MGDPA), Minn. Stat. Ch. 13 and the Minnesota Rules implementing the MGDPA, as amended, as well as any applicable state or federal laws on data privacy and security. The parties are mindful that when exchanging private data only the minimum necessary data will be provided. The exchange, use and protection of private data must be in compliance with the signed Otter Tail County Informed Consent to Release Private Data.

All data created, collected, received, stored, used, maintained, or disseminated by the parties in the performance of their roles and responsibilities are subject to the requirements of the MGDPA, the Minnesota Rules implementing the MGDPA, as amended as well as any applicable state or federal laws on data privacy and security. This paragraph is required by the MGDPA and includes the remedies set forth in Minn. Stat. § 13.08.

B. Health Information and Chemical Dependency Data. If applicable, the parties agree to comply with the requirements of the Health Insurance Portability and Accountability Act (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and any other applicable state or federal law. This includes health data laws, including the Minnesota Health Records Act, Minn. Stat. §§ 144.291-.298 and 42 CFR Part 2 Confidentiality of Alcohol and Drug Abuse Patient Records.

C. Records. Each party is responsible for maintaining, securing, and managing its own records. The records will be maintained in accordance with each party’s applicable record retention schedule. The parties will work cooperatively to ensure any reporting requirements under this agreement are fulfilled.

D. Obtaining and Sharing Information. All necessary Tennessee Warning notices, consents, releases, and authorizations shall be obtained prior to the collection, release, exchange, or discussion of not public data, as that term is defined in Minn. Stat. § 13.02, subd. 8a, unless such data collection, release, exchange, or discussion is otherwise permitted by law or court order.

E. Data Storage. As part of the roles and responsibilities of the Coordinated Response Social Worker, data related to the County functions as defined by statute will be recorded in password protected database or spreadsheet within the County network. Law enforcement will not be given access to data without written consent from individuals involved.

The terms of this section shall survive the termination or expiration of the agreement and/or Partnership.

#### **15. COMPLIANCE WITH APPLICABLE LAW.**

The County and City agree to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to its performance of the provisions of this Agreement. It shall be the obligation of the County and the City to apply for, pay for, and obtain all permits and/or licenses required by any governmental agency for the City or County’s participation in this JPA.

#### **16. AUDIT.**

Under Minn. Stat. § 16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the parties are subject to examination by the City or County or designees, the State Auditor or the Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

#### **17. AMENDMENTS.**

Any alterations, variations, modifications, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by both parties.

**18. INTERPRETATION OF AGREEMENT; VENUE.**

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate state or federal district court in Otter Tail County, Minnesota.

**19. ENTIRE AGREEMENT.**

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

**20. ELECTRONIC SIGNATURES.**

Each party agrees the electronic signatures of the parties included in this Contract are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

**CITY OF FERGUS FALLS**

By: \_\_\_\_\_

Ben Schierer, Mayor  
Fergus Falls City Council  
Dated: \_\_\_\_\_

By: \_\_\_\_\_

Kile Bergren, Chief of Police  
Fergus Falls Police Department  
Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Andrew Bremseth  
City Administrator  
Dated: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Rolf Nycklemoe, City Attorney/Date

**COUNTY OF OTTER TAIL**

By: \_\_\_\_\_

Wayne Johnson, Chair  
Otter Tail County Board of Commissioners  
Dated: \_\_\_\_\_

By: \_\_\_\_\_

Deb Sjostrom, Director  
Otter Tail County Human Services  
Dated: \_\_\_\_\_

\_\_\_\_\_

Nicole Hansen  
Otter Tail County Administrator  
Dated: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Michelle Eldien, County Attorney/Date



## Council Action Recommendation

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**Meeting Date:** January 10, 2024

**Subject:** 800 MHz Radio Replacement

**Recommendation:** Resolution approving purchase and budget adjustments increasing Other State Aids and Police Dept. capital outlay.

**Background/Key Points:** This purchase will be the remaining eight radios to complete the replacement of all portable radios. The cost of each radio is approximately \$5,500 per radio and will be paid for with State Public Safety Funds.

**Budgetary Impact:** \$44,000.

**Originating Department:** Public Safety

**Respectfully Submitted:** Kile Bergren, Chief of Public Safety





## Council Action Recommendation

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**Meeting Date:** Committee of the Whole 01/10/24

**Subject:** Fire Department Purchase of portable radios and Self-Contained Breathing Apparatus (SCBA) compressor and fill station.

**Recommendation:** Council approval for the Fire Department to purchase 32 portable radios and an SCBA compressor and station fill station.

**Background/Key Points:** The fire department radios are considered first generation radios from when it moved communications to the statewide Allied Radio Matrix Emergency Response (ARMER) radio system in 2011. Our Fire Department portable radios are subject to extreme heat and cold, wet, and dirty environments. The current radios are no longer supported for parts. Total cost for the radios and truck chargers is \$116,384.00. The purchase of these radios is through a State purchasing contract.

The current compressor and fill station was purchased and installed in 1996. Our current SCBA operate at twice the psi pressure compared to previous ones, which is a tremendous benefit to the safety of our fire fighters, however a challenge in that our fill compressor rated psi does not have the capacity to fill our storage bottles to 6,000 psi. The Fire Department has attempted numerous grants, however, we have yet to be a recipient. The cost for the compressor and fill station is \$50,605.00 (not including shipping).

**Budgetary Impact:** The total cost for the portable radio replacement and SCBA compressor and fill station is \$166,989.00. The received public safety funds from the State of MN will fund this purchase.

**Originating Department:** Fire

**Respectfully Submitted:** Ryan Muchow

**Attachments:**



# Council Action Recommendation

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Page 1 of 1

**Meeting Date:**

January 10, 2024 – Committee of the Whole  
January 16, 2024 – City Council

**Subject:**

Fixed-Based Operator Airport Management Agreement between City of Fergus Falls  
And Sky Crew Services, LLC

**Recommendation:**

- Resolution accepting the additional three (3) year Option Term between City of Fergus Falls and Sky Crew Services, LLC

**Background/Key Points:**

Pursuant to the above referenced agreement:

***Article 5: BASE TERM, OPTION TERM***

*The Base Term of this agreement shall commence on July 1, 2021, and terminate on June 30, 2024, at midnight. One additional three (3) year Option Term (the "Option Term") may be exercised by the parties under the terms and conditions of this Agreement if mutually agreed in writing by the parties. To exercise the Option Term, the FBO must provide a written request to exercise the Option Term to the City on or before December 31, 2023. The City will have until February 1, 2024, to determine whether it accepts the FBO's request to exercise the option term, at its sole discretion. If approved, this Agreement will continue with the same terms and conditions and the Option Term will be extended to expire at midnight December 31, 2027. If not approved by the City on or before February 1, 2023, FBO's option for an Option Term will lapse and this Agreement will terminate and the FBO will vacate the premises on June 30, 2024. If FBO's written request to exercise the Option Term is not received on or before December 31, 2023, the option to request an Option Term will be revoked and this Agreement will terminate and the FBO will vacate the premise on June 30, 2024.*

Sky Crew Services submitted a written request to exercise the additional Option Term. Given their acceptable performance thus far, I recommend the City Council accept their request providing services at the FFM Airport.

**Budgetary Impact:**

There are no budgetary impacts associated with this request.

**Originating Department:**

Engineering Department

**Respectfully Submitted:**

Brian Yavarow, P.E. – City Engineer

**Attachments:**



# Council Action Recommendation

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Page 1 of 1

**Meeting Date:**

January 10, 2024 – Committee of the Whole  
January 16, 2024 – City Council

**Subject:**

226 East Lincoln: Shopko Redevelopment Project - Partial Release of Permanent Utility Easement

**Recommendation:**

- Resolution directing the City Engineer and City Attorney to execute the Partial Release of Permanent Utility Easement

**Background/Key Points:**

In September 2023 the City Council approved a TIF Development Agreement between the City and FM Bank for the former Shopko site redevelopment effort. At the time, we determined an existing 75-foot-wide permanent utility easement recorded over the property needed to be modified however, the extents of the pending utility release was unknown as it was contingent on the proposed redevelopment building layout(s).

Now that preliminary site design has been completed, the utility easement modification (release) is determined. In general, the existing sanitary sewer will be shorted (from the S. Lincoln R/W line) from 143-feet to 36-feet. The new permanent utility easement will be 10-feet on each side of the sanitary sewer for a retained area of 924 square feet. All remaining portions of the existing utility easement will be released as shown on the “hatched” areas on Exhibit A.

Previous requests similar in nature have been executed by resolution. I recommend this Council pass a resolution approving this recommendation.

**Budgetary Impact:**

FM Bank will be responsible for all costs associated with preparing the necessary documents and recording fees.

**Originating Department:**

Engineering Department

**Respectfully Submitted:**

Brian Yavarow, P.E. - City Engineer

**Attachments:**

Exhibit – Easement Release w/ Exhibit

**PARTIAL RELEASE OF EASEMENT**

(CITY OF FERGUS FALLS TO FM BANK)

KNOW ALL MEN BY THESE PRESENTS that the **CITY OF FERGUS FALLS**, a body politic and corporation under the laws of the State of Minnesota (hereinafter “*Grantor*”) hereby quitclaims, releases, and surrenders to **FM BANK**, a Minnesota Banking Organization, (hereinafter “*Grantee*”), the Grantee successors and assigns, a part of Grantor’s utility easement rights, title and interests in and to Grantee’s Property pursuant to the terms and conditions set forth hereunder.

**RECITALS**

WHEREAS Grantee is the record title owner of Real Property in Otter Tail County, State of Minnesota described as:

Lots 1, 2, 3, 4 and 5 in Reserve 65 of Original Plat to the City of Fergus Falls, Otter Tail County, Minnesota, together with the following described tract of land, to-wit: Commencing at the southwest corner of said Lot 5, Reserve 65, Original Plat, thence due South, parallel with the westerly right-of-way line of vacated Whitford Street, a distance of 144.32 feet; thence South 58 degrees 06 minutes East, a distance of 34.93 feet; thence South 89 degrees 41 minutes 47 seconds East a distance of 95.53 feet more or less to the westerly right of way line of vacated Whitford Street; thence due North along the westerly right-of-way line of vacated Whitford Street, a distance of 165.23 feet more or less to the southeast corner of said Lot 1, Reserve 65, Original Plat; thence due west along the south line of said Lots 1 through 5, Reserve 65, Original Plat, a distance of 125 feet to the point of beginning and there terminating.

AND

That part of dedicated and vacated right-of-way known as Whitford Street from the north line of Reserve 65, Original Plat, of Fergus Falls, extended to a point 250 feet south of said north line and being 75 feet in width.

AND

Lots 18 and 19, Reserve 64, Original Plat to the City of Fergus Falls, Otter Tail County, Minnesota

AND

Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 19, Original Plat to the City of Fergus Falls, Otter Tail County, Minnesota, excepting existing street right-of-way over and across that portion of Lot 1, Block 19, Original Plat to the City of Fergus Falls, Minnesota, Otter Tail County, Minnesota (Otter Tail County Parcel Identification Numbers *71002990225001, 71002990225000, and 71002990210900*) (hereinafter "*Grantee Property*"); and

WHEREAS Grantor obtained utility easement rights and interests over, under, and across the right of way of vacated Whitford Street lying southerly of the southerly right of way line of East Lincoln Avenue *and also described as:* a permanent 30-foot easement and right-of-way for water main, sewer main, and utility purposes, including, without limitation, the construction, maintenance, repair and replacement thereof, and uses incident thereto, in, over, under, across and upon the real property in Otter Tail County, Minnesota, the centerline of said easement is described as follows: Commencing at the Northeast corner of Lot 1, Reserve 65, Original Plat to the City of Fergus Falls; thence North 89 degrees 30 minutes 10 seconds East (assumed bearing) along the South line of Lincoln Avenue right-of-way a distance of 37.50 feet to the point of beginning; thence South 00 degrees 29 minutes 50 seconds West a distance of 142.90 feet and there terminating (hereinafter "*Utility Easement*"); and

WHEREAS Grantor agrees to release and extinguish all its rights and interests in and to the Utility Easement, save and except for the Reserved Easement as defined hereunder; and

WHEREAS The Reserved Easement is described as follows:

That part of said vacated Whitford Street right of way lying within 10 feet, more or less, on each side of the centerline of an existing sanitary sewer line, and being more particularly described as follows:

Commencing at the northwest corner of Lot 5 in Reserve 65 of the PLAT OF RESERVES IN THE ORIGINAL TOWN AND NORTH DIVISION OF FERGUS FALLS; thence South 89 degrees 49 minutes 32 seconds East on an assumed bearing along the north line of said Reserve 65 and the southerly right of way line of East Lincoln Avenue for 152.21 feet to the point of beginning; thence South 00 degrees 45 minutes 22 seconds West for 46.22 feet; thence South 89 degrees 14 minutes 38 seconds East for 20.00 feet; thence North 00 degrees 45 minutes 22 seconds East for 46.42 feet to the southerly right of way line of East Lincoln Avenue; thence North 89 degrees 49 minutes 32 seconds West along the southerly right of way line of East Lincoln Avenue for 20.00 feet to the point of beginning. The retained easement area contains 924 Square Feet, more or less (hereinafter "*Reserved Easement*"); and

WHEREAS a copy of the survey of said Reserved Easement is attached hereto as **EXHIBIT A**, and incorporated by reference; and

WHEREAS Grantor and Grantee acknowledge and agree that the Reserved Easement shall be reserved as utility easement in favor of the Grantor.

## AGREEMENT

NOW THEREFORE, in consideration of the recitals above, the terms and conditions set forth below, and for good and valuable consideration, the sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. The Grantor hereby quitclaims, releases, and surrenders all its rights and interests, including but not limited to any easement rights and interests, in and to the Utility Easement, as defined hereunder, SAVE AND EXCEPT for the Reserved Easement, as defined hereunder.
2. The Grantor reserves a utility easement over, under and across the Reserved Easement, as defined hereunder.
3. All easements, covenants, terms, conditions, and provisions of this Agreement shall extend to and be made binding upon the successors and assigns of Grantor and Grantee as a covenant and restriction running with the land.
4. This Agreement will be construed in accordance with and is governed by the laws of the State of Minnesota.
5. Should any portion of this Agreement be declared void or unenforceable, that portion will be considered independent and severable from the remainder, the validity of which shall remain unaffected, provided that this provision shall not be applied to defeat the primary intent of the parties.
6. This Agreement may be executed in multiple counterparts, each of which shall be considered an original but all of which shall constitute one agreement.
7. This Agreement constitutes the entire agreement between the parties and supersedes all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, regarding the matters that are the subject of this Agreement. The parties acknowledge (a) that no statements or promises, oral or otherwise, have been made that are not embodied in this Agreement, (b) that they have not executed this Agreement in reliance on any such statement or promise, and (c) that no statement or promise not contained in this Agreement including any purported supplements, modifications, waivers or terminations of this Agreement shall be valid or binding unless executed in writing by all of the parties.

[SIGNATURE PAGE TO FOLLOW]

GRANTOR

---

**CITY OF FERGUS FALLS**

By: \_\_\_\_\_  
**BEN SCHIERER**

Its: **MAYOR**

By: \_\_\_\_\_  
**ANDREW BREMSETH**

Its: **CITY ADMINISTRATOR**

STATE OF MINNESOTA )  
 ) SS  
COUNTY OF OTTER TAIL )

The foregoing instrument was acknowledged before me THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, by BEN SCHIERER, the MAYOR of the CITY OF FERGUS FALLS, MINNESOTA, and ANDREW BREMSETH, the CITY ADMINISTRATOR of the CITY OF FERGUS FALLS, MINNESOTA.

\_\_\_\_\_  
**NOTARY PUBLIC**

GRANTEE

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**FM BANK**

By: \_\_\_\_\_  
**JOHN VIRNIG**

Its: **PRESIDENT**

STATE OF MINNESOTA )  
 ) SS  
COUNTY OF OTTER TAIL )

The foregoing instrument was acknowledged before me THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, by JOHN VIRNIG the PRESIDENT of FM BANK.

\_\_\_\_\_  
**NOTARY PUBLIC**

**THIS INSTRUMENT WAS DRAFTED BY:**

Paul S. Jensen #337420



125 South Mill Street  
Fergus Falls, MN 56537  
(218) 998-4088  
*pjensen@cjblawyers.com*

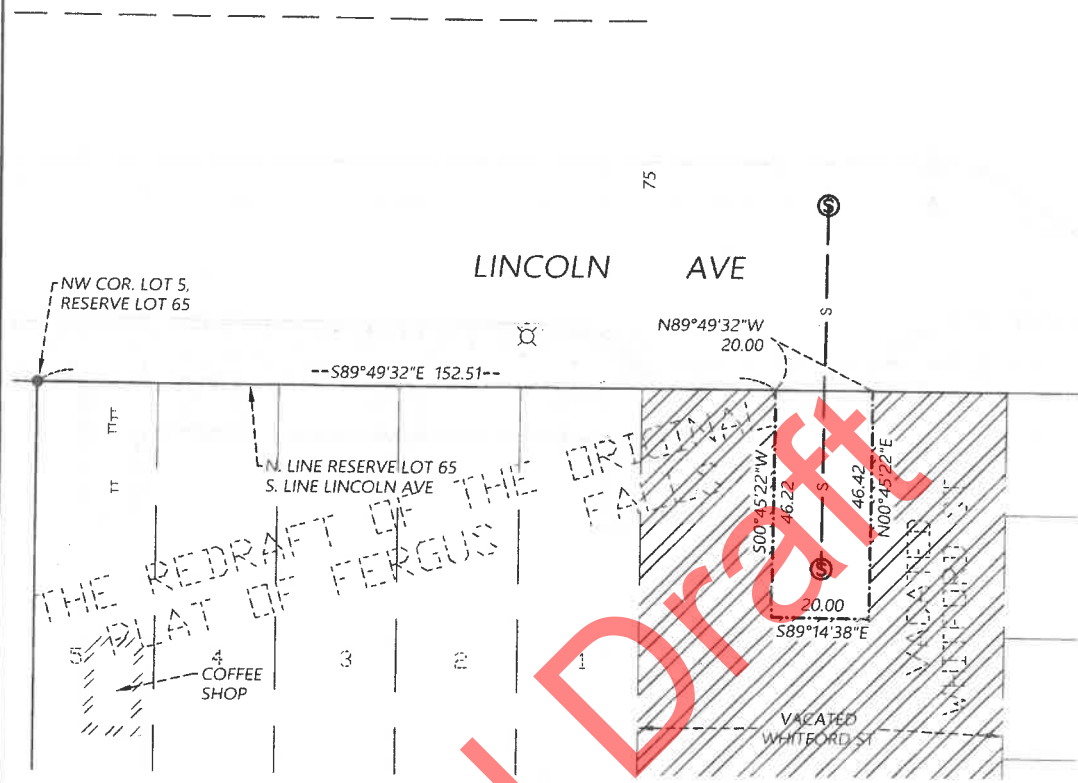
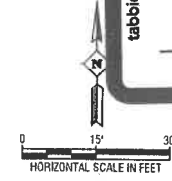
Final Draft



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# EASEMENT EXHIBIT

PART OF VACATED WHITFORD STREET  
FERGUS FALLS, MINNESOTA



- LEGEND**
- = SANITARY MANHOLE
  - = TRACT BOUNDARY
  - = EXISTING SANITARY SEWER
  - = EASEMENT AREA TO BE RETAINED
  - = CITY UTILITY EASEMENT TO BE RELEASED

**NOTE:**

The City of Fergus Falls has agreed to release their reservation and or easement for utilities over, under, and across the right of way of vacated Whitford Street lying southerly of the southerly right of way line of East Lincoln Avenue EXCEPT that part of said right of way lying within 10 feet, more or less, on each side of the centerline of an existing sanitary sewer line, and being more particularly described as follows:

Commencing at the northwest corner of Lot 5 in Reserve 65 of the PLAT OF RESERVES IN THE ORIGINAL TOWN AND NORTH DIVISION OF FERGUS FALLS; thence South 89 degrees 49 minutes 32 seconds East on an assumed bearing along the north line of said Reserve 65 and the southerly right of way line of East Lincoln Avenue for 152.21 feet to the point of beginning; thence South 00 degrees 45 minutes 22 seconds West for 46.22 feet; thence South 89 degrees 14 minutes 38 seconds East for 20.00 feet; thence North 00 degrees 45 minutes 22 seconds East for 46.42 feet to the southerly right of way line of East Lincoln Avenue; thence North 89 degrees 49 minutes 32 seconds West along the southerly right of way line of East Lincoln Avenue for 20.00 feet to the point of beginning.

The retained easement area contains 924 Square Feet, more or less.

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA

MICHAEL L. FLETCHALL  
DATE 12/14/23 LIC. NO. 44866

<p>Surveyed &amp; Platted by:</p> <p><b>INTERSTATE ENGINEERING</b></p> <p><small>Professionals you need, people you can trust</small></p>	<p>Interstate Engineering, Inc. P.O. Box 316 116 E Washington Ave. Fergus Falls, MN 56537 Ph (218) 739-5545 www.interstateeng.com Offices in North Dakota, Minnesota, Montana and South Dakota</p>	<p>Proj No.: <u>ER2310070</u></p>	<p><b>SURVEY FOR:</b></p> <p>FM BANK</p>
		<p>Date: <u>12/14/23</u></p>	
		<p>Drawn By: <u>JRO</u></p>	
		<p>Checked By: <u>MLE</u></p>	



# Council Action Recommendation

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Page 1 of 2

**Meeting Date:**

January 10, 2024 – Committee of the Whole

January 16, 2024 – City Council

**Subject:**

PI 5377 - 2024 Mill & Overlay Improvement Project

PI 5372 - 2024 Seal Coat Improvement Project

**Recommendation:**

- 1) Initiate Public Improvement No. 5377 - 2024 Mill & Overlay Improvement Project
- 2) Order the project plans and specifications for PI No. 5377
- 3) Initiate Public Improvement No. 5372 - 2024 Seal Coat Improvement Project
- 4) Order the project plans and specifications for PI No. 5372

**Background/Key Points:**

City staff has been evaluating local street candidates that will receive a bituminous overlay in Ward 1 and a seal coat application. The street segments illustrated on the attached map are the proposed seal coat candidates for 2024. Please note, the streets highlighted may not all be completed due to budgetary constraints.

These two (2) types of street applications are preventative maintenance strategies contracted on an annual basis throughout the City. Per City policy, sidewalk pedestrian ramps will be improved to meet ADA standards in neighborhoods that receive a bituminous mill & overlay. If acceptable, staff will prepare the project plans and cost estimates prior to requesting authorization to advertise for bids. This work should be completed by September 2024.

**Budgetary Impact:**

The estimated construction costs have not been completed at this time however, we will be selecting street segments accordingly in consideration of the City's 2024 budgeted levy amounts. The bituminous mill & overlay budget is \$324,400 and \$173,100 for seal coat applications. We anticipate an additional \$100,000 will carry over from the 2023 seal coat budget. These budget amounts include general engineering, contingency, and construction costs.

**Originating Department:**

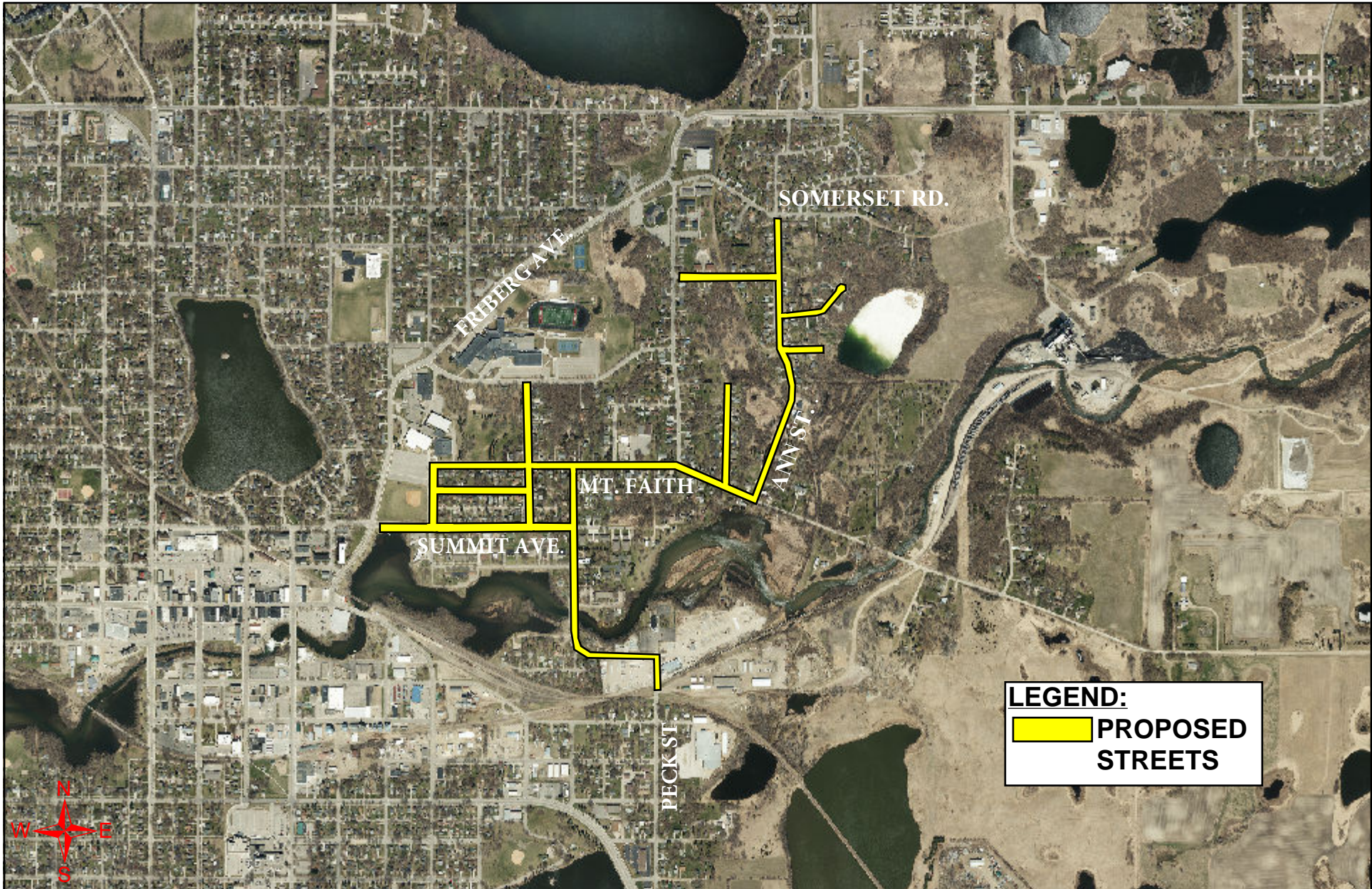
Engineering Department

**Respectfully Submitted:**

Brian Yavarow, P.E. – City Engineer

**Attachments:**

Seal Coat Location Map



## 2024 Seal Coat Location Map P.I. No. 5372

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.

RESOLUTION #\_\_-2024  
DONATIONS ACCEPTED  
PI 9504 AQUATIC CENTER

WHEREAS, staff have received inquiries from interested parties to provide private donations towards the aquatic center and,

WHEREAS, funds that are received by the city towards Public Improvement 9504, the aquatic center will be placed in the capital projects operation fund,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Fergus Falls, Minnesota to authorize the acceptance of future fundraising donations for the Public Improvement 9504, the aquatics center project.

The above and foregoing resolution was offered at a regular meeting of the City Council held on January 16, 2024 by Council Member \_\_\_\_, who moved its adoption, seconded by Council Member \_\_\_\_, and was adopted by the following vote:

AYES:  
NAYS:

Whereupon the above resolution was adopted.

ATTEST:

APPROVED:

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City Administrator

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Mayor



# City Council Action Recommendation

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Page 1 of 1

**Meeting Date:**

January 10, 2024- COW

**Subject:**

Encroachment Agreement between WAYNE ENTERPRISES, LLC and the CITY OF FERGUS FALLS for parking in public right-of-way at 1205 W Lincoln Ave.

**Recommendation:**

Approve an encroachment agreement to accommodate parking needs of tenant at 1205 W Lincoln Ave.

**Background/Key Points:**

Wayne Enterprises, LLC (owner Mike Thorson) purchased the former Sunmart building in 2021 as the new home for Cornerstone Cabinets and Midwest Bevel Edge. The 54,000 sq ft building has been repurposed into industrial suites for retail, light manufacturing, and warehousing & distribution uses. At present, the building houses 1205, 1207, 1209, 1211, 1213, and 1215 W Lincoln Ave.

City codes have historically dictated minimum parking requirements to satisfy “peak demand” for free parking for every land use within a municipality. As the former Sunmart building is redeveloped to encompass multiple business uses, each building permit application requires a recomputation of parking minimums for each suite’s new use.

Suite 1205 is in the works to become a medical clinic. Per City Ordinance § 154.190- § 154.204, “Professional offices, medical and dental clinics and animal hospitals shall have one parking space for each employee on a shift, plus one parking space for each 300 square feet of floor area.” The attached encroachment agreement provides the opportunity for new parking spaces and sidewalk access within City right-of-way to help meet minimum parking requirements and offer parking directly next to the suite, as requested by the tenant to accommodate their patients.

**Originating Department:**

Community Development

**Respectfully Submitted:**

Klara Beck

**Attachments:**

Encroachment Agreement & exhibit

## ENCROACHMENT AGREEMENT

This **AGREEMENT** (the “**Agreement**”) is made this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between **WAYNE ENTERPRISES, LLC**, a Minnesota limited liability company, its successors and assigns (the “**Landowner**”) and the **CITY OF FERGUS FALLS**, a Minnesota municipal corporation Minnesota, (the “**City**”).

### Recitals:

**WHEREAS**, Landowner owns the following described real property, (hereinafter the “**Property**”) to wit:

**See attached Exhibit A**

**WHEREAS**, the City owns an easement for utility, street and other purposes, which is shown on the plat of Hill & Todds Add. on file and of record in the office of the Otter Tail County Recorder identified therein as St. Andrew’s street a public right-of-way abutting the Property (hereinafter the “**Public Right-of-Way**”).

**WHEREAS**, Landowner wishes to encroach upon the Public Right-of-Way and the City is willing to permit such encroachment upon certain conditions set forth below.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **ENCROACHMENT**. The City hereby grants Landowner, its successors and assigns, a non-exclusive, revocable right to encroach upon the Public Right-of-Way only as follows (the “**Encroachment**”):

for purposes of installation, repair, maintenance, and removal of parking stalls and related landscaping over, under and across that part of the Public Right-of-Way abutting the Landowner’s property, described as follows:

**See attached Exhibit B**

and further depicted on the attached **Exhibit C**.

2. **CONDUCT OF THE LANDOWNER.** Landowner specifically agrees that its conduct shall be limited to those purposes stated herein only. Landowner, its agents, contractors, employees or invitees shall conduct their activities on the Encroachment in an orderly and lawful manner and to install and maintain the Encroachment in a neat, clean, and safe condition, and agrees not to make any other improvements to the Encroachment without the prior written approval of the City. Landowner shall not create any nuisance or interfere with or disturb the City's use of its Right-of-Way that is outside of the Encroachment. If Landowner damages any of the street, public utilities or improvements, Landowner shall restore or repair the improvements or property so damaged to their condition prior to such damage.

3. **HOLD HARMLESS AND INDEMNITY.** Landowner agrees to pay and to protect, indemnify and save harmless the City from and against any and all liabilities, damages, costs, expenses (including reasonable attorneys' fees), causes of action, suits, claims, demands, or judgments of any nature whatsoever arising from the following to the extent they are caused by Landowner's use of the Encroachment:

(a) Any work or thing done by Landowner or at its direction in, on, or about the Encroachment.

(b) Injury to, or death of persons or damage to property on the Encroachment or upon adjoining sidewalks, streets, alleys, curbs or in any manner growing out of or connected with the use, possession, operation, maintenance, or occupation of Landowner, including Landowner's equipment.

(c) Any negligence in connection with the exercise of the rights granted herein by Landlord or any of its agents, contractors, servants, employees, licensees, or invitees.

(d) Violation by Landlord of any agreement or condition of this Agreement or of any conditions, agreements, or restrictions of which Landlord has been given written notice or government statutes, charters, laws, rules, ordinances, or regulations affecting the Encroachment or the occupancy or use thereof.

The provisions of this Section 3 shall survive the termination of this Agreement.

4. **APPURTENANT.** This Agreement shall be recorded, and the obligations created under this Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, successors or assigns and shall be binding upon the present and future owners of any interest in the Landowner property.

5. **ENFORCEMENT.** If the Encroachment causes continuing or repeated injury, damage, costs, expenses or loss to the City, or claims or actions against the City, or if the City improves the public right-of-way and the Encroachment hinders or makes difficult

the improvement, the City in its sole discretion may declare this agreement immediately terminated and the Landowner shall remove the Encroachment as soon as is reasonably possible after written notice by City to Landowner requesting such removal as determined by City and the Encroachment shall no longer be permitted and this Agreement shall terminate. Landowner shall pay all costs, fees and expenses associated with said removal or relocation.

6. **LANDOWNER RESPONSIBLE FOR ALL COSTS.** The Landowner shall be responsible for all costs relating to the use, maintenance, repair and removal of the Encroachment and any facilities placed by Landowner within the Encroachment area.

7. **SURRENDER.** Landowner agrees to surrender the Encroachment to the City upon termination of this Agreement, and Landowner shall remove any improvements Landowner made to the Encroachment and restore the Encroachment to its pre-encroachment condition all at Landowner's expense. In the event that Landowner fails to take any action required in this Agreement and the City is required to repair, reconstruct, relocate, or take other actions to maintain the City's public right-of-way, and/or any other actions the City may be required to take as a result of the Landowner's use of the Encroachment area, the City may immediately terminate this Agreement and the Landowner must remove or relocate its improvements from Encroachment and the City may take any and all actions permitted by law to collect the costs of those repairs, or relocation including levy an assessment against the then Landowner's property for all costs incurred by the City and Landowner waives any and all rights to challenge or appeal an assessment so levied against its property.

8. **INSURANCE.** Landowner, its successors and assigns, at its own expense, shall procure and maintain, or cause to be maintained, the following insurance throughout the term of this Agreement:

(1) General liability insurance with limits of liability in amounts of \$2,000,000.00 per occurrence and shall name the Landlord as additional insured thereunder; and

(2) Workers' Compensation Insurance with not less than statutory minimum limits.

The limits cited above establish minimums; and it is the sole responsibility of the Landowner to purchase and maintain additional insurance that the Landowner may determine to be necessary in relation to this Agreement.

All insurance required by this Section shall be taken out and maintained in responsible insurance companies authorized under the laws of the State of Minnesota to assume the risks covered thereby.

Landowner shall provide the City a current certificate of insurance showing the required insurance and shall update and provide the City with a current certificate of insurance upon



at every renewal or change in insurance coverage. The City reserves the right to require Landowner to procure and maintain additional insurance coverage or higher limits of insurance coverage by providing Landowner with written notification thereof.

9. **LIENS.** Should any liens or other encumbrances attach to the Encroachment as a result of any action or inaction of Landowner, Landowner shall promptly notify the City of such lien or encumbrance and within ten (10) days of such notice pay all costs, or take other action, necessary to release the lien or provide a bond reasonable satisfactory to the City covering the claim, as exclusively directed by the City.

10. **ASSIGNABILITY.** Landowner may not assign this Agreement to any entity without the City's prior written consent.

11. **TERMINATION.** The City may terminate this Agreement upon sixty (60) days prior written notice to Landowner.

12. **EQUITABLE RELIEF.** The parties agree that money damages may be difficult to determine in the event that Landowner refuses to remove or relocate the Encroachment as provided by this Agreement. In such event, and not limiting any other remedies available to the City at law, or pursuant to this Agreement, the City shall be entitled to relief by temporary restraining order, mandatory injunction and mandamus for failure of Landowner to remove the Encroachment within a reasonable time after notice and request by City to Landowner or to Landowner's successors and assigns.

13. **SEVERABILITY.** If any term or condition of this Agreement is declared illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, the remainder of this Agreement shall not be affected thereby.

14. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Jurisdiction and venue for any litigation involving this Agreement shall be the District Court of Otter Tail County, Minnesota.

15. **THIRD PARTIES.** The provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons, as third-party beneficiaries or otherwise. This Agreement shall not be deemed to have conferred any rights expressed or implied, upon any other person.

16. **NO PARTNERSHIP OR AGENCY CREATED.** This Agreement does not create any partnership, joint venture, agency or employment relationship between the parties hereto, or render any party liable for any of the debts or obligations of any other party. This Agreement does not authorize, endorse, permit, or allow the Landowner to encumber any portion of the City's public right-of-way with any debts, liens, or other obligations.

17. **ATTORNEY FEES AND COSTS.** If any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party the successful party's attorney's fees and costs incurred in that action.
18. **WAIVER.** Either party's failure to enforce any provision of this Agreement against the other party shall not be construed as a waiver thereof, nor a waiver of any other provision of this Agreement and shall not excuse the other party from future performance of that provision or any other provision.
19. **PARAGRAPH HEADINGS.** The headings to the paragraphs to this Agreement are solely for convenience and may have no substantive effect on the Agreement nor are they intended to aid in the interpretation of the Agreement.
20. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties. No statements, promises or inducements made by any party to this Agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by the parties.

**IN WITNESS OF THEIR AGREEMENT,** the parties have caused this Agreement to be executed by authority of their respective governing bodies.

**CITY OF FERGUS FALLS**

By:

\_\_\_\_\_  
Its Mayor

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

STATE OF MINNESOTA    )  
  )ss  
COUNTY OF OTTER TAIL )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of January 2024, by Ben Schierer, Mayor of the City of Fergus Falls, Minnesota, and Andrew Bremseth, City Administrator of the City of Fergus Falls, Minnesota.

\_\_\_\_\_  
Notary Public

**WAYNE ENTERPRISES, LLC.**

By:

\_\_\_\_\_  
Its Authorized Manager

STATE OF MINNESOTA    )  
  )ss  
COUNTY OF OTTER TAIL )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of January 2024,  
by Michael Thorson, Authorized Manager of Wayne Enterprises, LLC.

\_\_\_\_\_  
Notary Public

This Instrument Drafted By:  
Rolf H. Nycklemoe  
Nycklemoe & Ellig, P.A.  
106 East Washington Ave.  
Fergus Falls, MN 56537  
rolf@nycklemoelaw.com  
(218) 736-5673

## EXHIBIT A

### Parcel 1:

All that part of Sublot 3 and Sublot 1 of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$  of the SE $\frac{1}{4}$ ) of Section 33, Township 133 North, Range 43 West of the 5th Principal Meridian, City of Fergus Falls, Otter Tail County, Minnesota lying west of the northerly extension of the West line of platted St. Andrew Street as said Street is shown on said Plat of Hill and Tod's Addition of Fergus Falls, Minnesota.

AND

All of Block 9, Hill and Tod's Addition to the City of Fergus Falls, Otter Tail County, Minnesota.

AND

All that part of Government Lot 3, Section 4, Township 132 North, Range 43 West of the 5th Principal Meridian, being all of vacated Bismark Avenue lying between the South line of Block 9 and the North line of Block 10 of Hill and Tod's Addition to the City of Fergus Falls, Otter Tail County, Minnesota.

AND

All that part of Government Lot 4, Section 4, Township 132 North, Range 43 West of the 5th Principal Meridian, City of Fergus Falls, Otter Tail County, Minnesota, described as follows:

Beginning at the iron monument marked "RLS 13620" at the Northeast Corner of said Government Lot 4; thence on an assumed bearing of South 00 degrees 15 minutes 42 seconds West on and along the East line of said Government Lot 4 a distance of 292.30 feet to the Northwest Corner of Block 10 Hill and Tod's Addition to the City of Fergus Falls, Minnesota; thence South 89 degrees 50 minutes 28 seconds West and parallel with the North line of said Section 4 a distance of 25.00 feet; thence North 00 degrees 09 minutes 32 seconds West a distance of 292.29 feet to said North line of Section 4; thence North 89 degrees 50 minutes 28 seconds East on and along said North line of Section 4 a distance of 27.14 feet to the point of beginning.

AND

All that part of Sublot 4 of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$  of the SE $\frac{1}{4}$ ) of Section 33, Township 133 North, Range 43 West, City of Fergus Falls, Otter Tail County, Minnesota lying West of that certain tract known as Parcel 227 A, said Parcel described and recorded in Book S of Judgments on page 469 and lying South of the South right-of-way line of Minnesota Trunk Highway No. 210, and being more particularly described as follows:

Beginning at the iron monument marking the Southwest Corner of said Sublot 4; thence on an assumed bearing of North 00 degrees 20 minutes 29 seconds West on and along the West line of said Sublot 4 a distance of 170.30 feet to an iron monument on the southerly right-of-way line of said Minnesota Trunk Highway No. 210; thence on and along said south right-of-way line of Minnesota Trunk Highway No. 210 on a curve that is concave to the North, said curve having a chord bearing of South 85 degrees 58 minutes 32 seconds East and a chord distance of 81.94 feet to an existing iron monument; thence South 36 degrees 21 minutes 00 seconds East on and along said southerly right-of-way line a distance of 68.38 feet to an existing iron monument; thence South 00 degrees 55 minutes 12 seconds West on and along the West line of that certain tract known as Parcel 227 A and described and recorded in Book S of Judgments page 469, said Book on file and in the office of the County Recorder in and for said Otter Tail County, Minnesota, a distance of 109.56 feet to an existing iron monument on the South line of said Sublot 4; thence North 89 degrees 57 minutes 49 seconds West on and along said South line of Sublot 4 a distance of 119.50 feet to the point of beginning.

AND

That part of the Southwest Quarter of the Southeast Quarter of Section 33, Township 133, Range 43, Otter Tail County, Minnesota, described as follows: Commencing at the Southwest corner of said Southeast Quarter (SE $\frac{1}{4}$ ); thence on an assumed bearing of North 89 degrees 50 minutes 28 seconds East on the Southerly line of said Section 33 for a distance of 1228.00 feet to point of beginning of tract to be described; thence on a bearing of North and parallel to the Westerly line of said SE $\frac{1}{4}$  for a distance of 342.84 feet to the Southerly right-of-way line of Trunk Minnesota Highway No. 210 existing and constructed and as described in certain Judgments filed of public record in the Office of the County Recorder in Book S of Judgments, page 449; thence Southeasterly on said right-of-way line for a distance of 90.86 feet to the Easterly line of SW $\frac{1}{4}$  of SE $\frac{1}{4}$  of said Section 33; thence South 00 degrees 07 minutes 12 seconds East on said Easterly line for a distance of 334.41 feet to the Southeast corner of SW $\frac{1}{4}$  of SE $\frac{1}{4}$  of said Section 33; thence South 89 degrees 50 minutes 28 seconds West on the Southerly line of said Section 33 for a distance of 91.15 feet to point of beginning.

All that part of Sublot 1 and Sublot 3 of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 33, Township 133 North, Range 43 West of the 5th Principal Meridian, City of Fergus Falls, Otter Tail County, Minnesota, and also being a part of that certain tract known as Parcel 227 A, described and recorded in Book S of Judgments page 469, said Book on file in the Office of the County Recorder in and for said Otter Tail County, Minnesota, described as follows: Commencing at the iron monument marking the Southwest Corner of said Sublot 1; thence on an assumed bearing of North 89 degrees 45 minutes 40 seconds East on and along the South line of said Sublot 1 a distance of 110.36 feet to the Northeast Corner of Block 9, Hill and Tod's Addition to the City of Fergus Falls, Minnesota, (also being the West right-of-way line of platted St. Andrews Street), and to the point of beginning; thence North 00 degrees 00 minutes 08 seconds West on and along the northerly extension of said West line of platted St. Andrews Street a distance of 164.64 feet to the North line of said Sublot 3; thence South 89 degrees 57 minutes 49 seconds East on and along said North line of Sublot 3 a distance of 9.00 feet to an existing iron monument; thence South 00 degrees 00 minutes 11 seconds West a distance of 164.62 feet to an existing iron monument on the South line of said Sublot 1; thence South 89 degrees 48 minutes 18 seconds West on and along said South line of Sublot 1 a distance of 8.99 feet to the point of beginning.

### Parcel 2:

All that part of Government Lot 4, Section 4, Township 132 North, Range 43 West of the 5th Principal Meridian, City of Fergus Falls, Otter Tail County, Minnesota, described as follows: Commencing at the iron monument marking the Northeast Corner of said Government Lot 4; thence on an assumed bearing of South 89 degrees 50 minutes 28 seconds West on and along the north line of said Section 4 a distance of 27.14 feet to the point of beginning; thence at a right angle, South 00 degrees 09 minutes 32 seconds East a distance of 292.29 feet; thence South 89 degrees 50 minutes 28 seconds West, parallel with said north line of Section 4, a distance of

EXHIBIT A  
(Continued)

30.00 feet; thence at a right angle, North 00 degrees 09 minutes 32 seconds West a distance of 292.29 feet to a point on the north line of said Section 4; thence North 89 degrees 50 minutes 28 seconds East on and along said north line of Section 4 a distance of 30.00 feet to the point of beginning.

Parcel 3:

All that part of Government Lot 4, Section 4, Township 132 North, Range 43 West, of the 5th Principal Meridian, City of Fergus Falls, Otter Tail County, Minnesota, described as follows: Commencing at the iron monument marking the Northeast Corner of said Government Lot 4; thence on an assumed bearing of South 89 degrees 50 minutes 28 seconds West on and along the north line of said Section 4 a distance of 57.14 feet to the point of beginning; thence at a right angle, South 00 degrees 09 minutes 32 seconds East a distance of 292.29 feet; thence South 89 degrees 50 minutes 28 seconds West, parallel with said North line of Section 4, a distance of 240.93 feet; thence North 00 degrees 15 minutes 32 seconds West a distance of 292.30 feet to a point on the north line of said Section 4; thence North 89 degrees 50 minutes 28 seconds East on and along said north line of Section 4 a distance of 238.80 feet to the point of beginning.

EXCEPT, All that part of the Southwest Quarter of the Southeast Quarter of Section 33, Township 133, Range 43, Otter Tail County, Minnesota, and Sublots 1, 3 and 4 of the Southeast Quarter of the Southeast Quarter of said Section 33, according to the recorded plat thereof, described as follows:

Commencing at the southwest corner of said Southeast Quarter; thence on an assumed bearing of North 89 degrees 50 minutes 28 seconds East on the southerly line of said Section 33, a distance of 1228.00 feet; thence North 00 degrees 00 minutes 44 seconds East and parallel to the westerly line of said Southeast Quarter, a distance of 103.12 feet to the point of beginning of the land to be described; thence North 00 degrees 00 minutes 44 seconds East and parallel to the westerly line of said Southeast Quarter, a distance of 240.75 feet to the southerly right-of-way line of Lincoln Avenue (former Trunk Highway No. 210 existing and constructed and as described in certain Judgements filed of public record in the Office of the County Recorder in Book S of Judgements, page 449); thence southeasterly along said right-of-way line, on a non-tangential curve, concave to the northeast, having a radius of 3869.72 feet, a delta angle of 2 degrees 32 minutes 24 seconds and a chord bearing of South 85 degrees 29 minutes 45 seconds East, for an arc distance of 171.55 feet to an angle point on said right-of-way line; thence South 37 degrees 30 minutes 07 seconds East along said right-of-way line, a distance of 65.61 feet to an angle point on said right-of-way line; thence South 00 degrees 00 minutes 14 seconds West along the west line of St. Andrews Street, a distance of 17 4.45 feet to the intersection with a line which bears North 89 degrees 47 minutes 19 seconds East from the point of beginning; thence South 89 degrees 47 minutes 19 seconds West a distance of 210.99 feet to point of beginning.

Subject to an ingress and egress easement over and across the southerly 33 feet of the above described land. And subject to an easement for parking purposes over the southerly 20 feet of the westerly 50 feet of the above described land.

And subject to a sign easement over the westerly 10 feet of the above described land lying northerly of the following described line:

Commencing at the southwest corner of said Southeast Quarter; thence on an assumed bearing of North 89 degrees 50 minutes 28 seconds East on the southerly line of said Section 33, a distance of 1228.00 feet; thence North 00 degrees 00 minutes 44 seconds East and parallel to the westerly line of said Southeast Quarter, a distance of 313.47 to the point of beginning of the line to be described; thence South 89 degrees 59 minutes 16 seconds East a distance of 10.00 feet and there terminating.

Abstract Property.

## EXHIBIT B

### Legal Description - Encroachment Easement

5' Sidewalk & V.A. Parking

Wayne Enterprises

1205 Lincoln Ave West

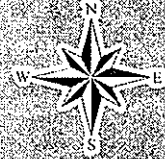
Fergus Falls, MN 56537

That part of HILL & TODS ADDITION, in the Northwest Quarter of the Northwest of Section 4, Township 132 N, Range 43 West of the Fifth Principal Meridian, in Otter Tail County, described as follows:

Commencing at the Southeast corner of Lot 1, Block 9 of said HILL & TODS Addition, Thence North 0 degrees 23 minutes 39 seconds East (assumed bearing) a distance of 17.18' to said Point of Beginning, Thence North 89 degrees 29 minutes 24 seconds West a distance of 11.72', Thence North 0 degrees 30 minutes 36 seconds East a distance of 154.58', Thence North 89 degrees 28 minutes 45 seconds West a distance of 20.87', Thence North 0 degrees 31 minutes 15 seconds East a distance of 5.00', Thence South 89 degrees 28 minutes 45 seconds East a distance of 25.87', Thence South 0 degrees 31 minutes 15 seconds West a distance of 10.68', Thence South 89 degrees 43 minutes 59 seconds East a distance of 20.00', Thence South 0 degrees 30 minutes 36 seconds West a distance of 148.98', Thence North 89 degrees 29 minutes 25 seconds West a distance of 13.28' to said Point of Beginning and there terminating.

Containing 8,193.44 Sq Ft

# Proposed V.A. Encroachment Parking & Sidewalk Easement



5' Sidewalk

ST ANDREWS ST

V.A. Office Space

20' Typ.

10' Typ.

Point of Beginning

S.E. Corner of Lot 1

No Scale  
12/8/23

K 9  
4

2

BLOC  
15 14

**PEBBLE LAKE GOLF COURSE  
2024 Season Pass Rates**

	Monthly Rate	Yearly Rate	Amount Paid
<b>Season Passes</b>			
<b>TAX IS INCLUDED</b>			
Single Pass Holder	\$110.68	\$1,304.20	
Single - New Passholder****	\$86.33	\$1,011.90	
Single - (19-22 yrs old)	\$45.42	\$521.03	
Single - (23-29 yrs old)	\$78.05	\$912.62	
Single - (19-22 yrs old) -New****	\$37.33	\$423.95	
Single - (23-29 yrs old) - New****	\$64.48	\$749.73	
Couple	\$159.59	\$1,891.05	
Couple - New Passholder****	\$124.35	\$1,468.17	
Junior - (10-18 yrs old) - add ons	\$12.88	\$130.53	
Junior - (10-18 yrs old)	\$26.45	\$293.42	
Punch Card - 9-hole	\$28.61	\$319.31	
Punch Card - 18-hole	\$45.69	\$524.27	
PLGC Cart Punch Card	\$ 28.70	\$ 320.39	
<b>Driving Range</b>			
Season Range Pass Piggy Back			INCLUDED
Season Couple Piggy Back			INCLUDED
Season Range Pass	\$23.67	\$259.98	
Junior Range Pass	\$10.81	\$105.72	
<b>Handicap Fee</b>	\$5.67	\$44.00	
<b>Locker Rent</b>	\$6.58	\$55.00	
<b>Season Cart Rental</b>			
Single***	\$ 72.57	\$ 846.82	
Couple pass***	\$ 80.82	\$ 1,173.68	
<b>Private Cart Fees</b>			
Annual Trail Fee*	\$ 59.17	\$ 686.09	
Annual Cart Storage**	\$ 43.67	\$ 500.00	
Multiple Cart Piggy Back*	\$ 19.33	\$231.93	
<i>Yearly payments must be paid in full</i>			
<b>TAXES ARE INCLUDED</b>	<b>Total</b>	<b>Amount Due</b>	

**Passholder Information**

**Name(Primary):** \_\_\_\_\_

**Name(Spouse):** \_\_\_\_\_

**Name (Child):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Phone-** \_\_\_\_\_

**Place of Employment:** \_\_\_\_\_

\* Licensed only to purchaser of trail fee

\*\* PLGC is not responsible for security of personal items

\*\*\* Please reserve when calling in for Tee Times to ensure availability

\*\*\*\* One time purchase only

\*Private cart owners and immediate family up to age 18 ONLY can operate private cart with trail fee purchase. Additional trail fees can be purchased for additional operators.

\*PLGC season cart members are the ONLY operators of PLGC carts unless "Couple Pass" is purchased. Only cart member, spouse and family members 16-18 years of age can use cart.

READ AND UNDERSTOOD: \_\_\_\_\_

**Mail To:**  
**Pebble Lake Golf Club, Inc**  
**P.O. Box 772**  
**Fergus Falls, MN 56538**



2024 PROPOSED SEASON PASS RATES INCREASE

<u>CATEGORY:</u>	<u>CURRENT</u>	<u>10%:</u>	<u>15%:</u>
Single	\$1099.00	\$1209.00	\$1264.00
Single (NEW)	\$852.50	\$938.00	\$980.00
Couple	\$1594.00	\$1753.00	\$1833.00
Couple (NEW)	\$1237.50	\$1361.00	\$1423.50
Single (19-22)	\$438.90	\$483.00	\$505.00
Single (19-22 NEW)	\$357.50	\$393.00	\$411.50
Single (23-29)	\$768.90	\$846.00	\$884.00
Single (23-29 NEW)	\$632.50	\$695.00	\$728.00
Junior (10-18)	\$247.50	\$272.00	\$285.00
Junior Add-on (10-18)	\$110.00	\$121.00	\$126.00
9 Hole Punch Card	\$286.00	\$296.00	\$316.00
18 Hole Punch Card	\$473.00	\$486.00	\$510.00
Season Range Pass Piggyback		included in Season Pass	
Season Family Range Pass Piggyback		included in Season Pass	
Season Range Pass	\$219.00	\$241.00	\$252.00
Handicap	\$44.00	\$44.00	\$44.00
Season PLGC Cart Pass Single	\$713.90	\$785.00	\$821.00
Season PLGC Cart Pass Couple	\$989.00	\$1088.00	\$1137.00
Private Cart Trail Fee	\$578.00	\$636.00	\$665.00
Private Cart Storage	\$500.00	no increase	

- These prices DO NOT include sales tax.
- Sales tax is 7.875%
- Members who are employed by a Corporate Sponsor pay 'NEW' Season Pass rates.

DAILY RATES:

<u>CATEGORY:</u>	<u>CURRENT:</u>	<u>\$1.00 INCREASE:</u>
9-hole green fee weekday	\$29.70	\$30.70
9-hole green fee weekend	\$33.00	\$34.00
18-hole green fee weekday	\$47.40	\$48.40
18-hole green fee weekend	\$58.50	\$59.50
9-hole PLGC cart	\$15.40	\$16.40
18-hole PLGC cart	\$22.00	\$23.00
Twilight w/cart (Season Dependent)	\$55.00	\$56.00
Junior (10-18)	\$23.00	\$24.00

- Driving Range balls are included with all green fee transactions.
- For any green fee player or group requesting "all day" rate.....we charge \$22.00 + tax to each player so the cart is covered.

**WHEREAS**, the City of Fergus Falls, MN (“City”) and Greater Fergus Falls, Inc. (“GFF”) currently have in place an Economic Development Services Agreement to work in partnership and cooperation to foster economic development and redevelopment within the City; and

**WHEREAS**, by partnering and working together, the City and GFF may each leverage their unique assets and incentives to jointly generate and promote economic development; and

**WHEREAS**, the City is authorized by Minnesota Statute §469.191 to appropriate not more than \$50,000.00 annually out of the general revenue fund of the City to be paid to any incorporated development society or organization of this state for promoting, advertising, improving, or developing the economic and agricultural resources of the City; and

**WHEREAS**, GFF agrees to continue to accept such appropriations from the City, and agrees to use its best efforts to promote, advertise, improve, and develop the economic resources of the City; and

**WHEREAS**, the parties recognize the crucial nature of economic development efforts as provided by GFF in maintaining and growing the City’s tax base in business growth, retention, and recruitment and all areas of work necessary to support such efforts; and

**WHEREAS**, the parties recognize the significant and growing competition from other cities for economic development; and

**WHEREAS**, the parties continue to recognize that the public-private partnership nature of GFF has been and continues to leverage City support money at a savings to City taxpayers; and

**WHEREAS**, the parties believe it would be appropriate for the City to purchase certain economic development services from GFF at appropriate market rates, in order that GFF can provide adequate staff and support to provide necessary services to accomplish the services;

**NOW, THEREFORE**, be it resolved that:

1. A working group be appointed to consider whether the City should purchase certain economic development services from GFF in addition to continuing the aforementioned existing Economic Development Services Agreement.
2. The mayor is authorized to appoint up to three city council members to serve on said group.
3. GFF will be invited to provide up to three of its board members to serve on said group.
4. The mayor shall select a chairperson for the group.
5. City staff and mayor and GFF staff will assist and meet with said group as needed.
6. The group is asked to report back to the city council no later than May 1, 2024.
7. If adopted by the city council, recommendations of the group shall become effective January 1, 2025.
8. The group shall consider a process to provide additional communication between the City and GFF, such as adding a city council member to the GFF board and providing a regular report from GFF to the city. Any such recommendation may be implemented as soon as it is available.

## RESOLUTION ALLOWING CLAIMS &amp; ORDERING PAYMENT THEREOF

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

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

## General

AT&T MOBILITY	CELL PHONE DATA	89.46
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
ADMINISTRATOR'S CONTINGENCY FD	DEC RECORD CUP-124 W ORIOLE DR	46.00
ADMINISTRATOR'S CONTINGENCY FD	DECEMBER VETS HOME PRODUCTS	39.96
ADMINISTRATOR'S CONTINGENCY FD	JAN/CLAY COUNTY-SERVE SUBPOENA	52.65
ARAMARK UNIFORM SERVICES	DECEMBER LINEN SUPPLY	897.47
ARAMARK	DECEMBER LINEN SUPPLY	36.46
AMERICAN TEST CENTER	DECEMBER T4 INSPECITON	600.00
SEAN ANDERSON	CLEANING DEC 18-25	436.08
ARENA WAREHOUSE LLC	JANUARY GLASS CLIP	198.00
BEYER BODY SHOP, INC.	TOW CHEVY CK1500/24000244	250.00
BIG AXX LLC	DECEMBER BLADES SHARPENED	66.00
BIG AXX LLC	DECEMBER FREIGHT	71.23
BIG AXX LLC	JANUARY BLADES SHARPENED	62.23
BIG AXX LLC	JANUARY FREIGHT	66.00
CHARTER COMMUNICATIONS	01/02-02/01/2024 CABLE	44.88
CHARTER COMMUNICATIONS	01/04-02/03/24 CABLE	52.62
CLIMATE CONTROL INC	DECEMBER ADJUSTED ALARMS	150.00
COMMISSIONER OF REVENUE	2023 DECEMBER SALES TAX	81,705.00
COMPASS MINERALS AMERICA INC	JAN ROAD SALT	8,391.67
COOPERS TECHNOLOGY GROUP	DECEMBER TAPE, PENS	30.06
COOPERS TECHNOLOGY GROUP	JAN RUBBER BANDS,HIGHLIGHTERS	68.20
CORE & MAIN LP	JAN 4"X24" REPAIR CLAMP MARCIA	460.85
COSSETTE ELECTRIC LLC	DEC FIX STREET LIGHTS PERKS/CI	543.32
COSSETTE ELECTRIC LLC	DEC REPAIR TRAFFIC SIGNAL WEST	467.28
DEPT OF NATURAL RESOURCES	DECEMBER SHIPPING CONTAINERS	4,400.00
DAILY JOURNAL	DECEMBER BID-TREE REMOVAL	183.11
DAILY JOURNAL	DECEMBER HEARING-TAX REBATE	135.26
DAILY JOURNAL	JANUARY 2024 SUMMARY BUDGET	800.00

## General

DAILY JOURNAL	2024 SUBSCRIPTION RENEWAL	180.00
DEPT. OF MOTOR VEHICLE	JANUARY TABS/1987 GRDN SEM	21.25
DEPT. OF MOTOR VEHICLE	JANUARY TABS/2007 AMER	21.25
E. WEINBERG SUPPLY & EQUIPMENT	DECEMBER GEAR WASHER	11,700.00
EMPLOYEES INSURANCE TRUST FUND	JAN LIFE INSURANCE	2,875.53
EMPLOYEES INSURANCE TRUST FUND	JANUARY HEALTH INSURANCE	101,305.72
EQUIPMENT FUND	DEC FUEL CHARGES #3002	123.24
EQUIPMENT FUND	DEC FUEL CHARGES #3006	98.20
EQUIPMENT FUND	DEC FUEL CHARGES #3009	45.82
EQUIPMENT FUND	DEC FUEL CHARGES #3013	81.97
EQUIPMENT FUND	DEC FUEL CHARGES #3041	90.09
4M FUND	DEC 2023 SERVICE CHARGE	67.62
FASTENAL COMPANY	JAN PART SAFETY VENDING	44.63
FASTENAL COMPANY	JAN STREET SAFETY VENDING	44.63
F.F. AREA CHAMBER OF COMMERCE	OCT FRANCHISE FEES EMAIL BLAST	150.00
FERGUS FALLS CONVENTION &	NOV 2023 LODGING TAX	11,525.99
FERGUS FALLS CONVENTION &	NOV 2023 LODGING TAX ADMIN	345.78-
GALLS LLC	DELANEY UNIFORM PURCHASE	135.14
GALLS LLC	HABERER UNIFORM PURCHASE	154.53
GENERAL FUND	DECEMBER COPIER USE	306.26
GENERAL FUND	DECEMBER LONG DISTANCE CHARGE	39.78-
GENERAL FUND	DECEMBER POSTAGE USE	390.56
GENERAL FUND	TRANSFER DECEMBER COPIER USE	401.88-
GENERAL FUND	TRANSFER DECEMBER POSTAGE USE	647.33-
GENERAL FUND	TRANSFER 2023 CASES OF PAPER	297.00-
GENERAL FUND	2023 CASES OF PAPER	49.50
NAPA AUTO PARTS - FERGUS FALLS	FLOOR DRY	27.82
GOODIN COMPANY	JANUARY SPUDS,O'RINGS,WASHER	46.63
GOODIN COMPANY	1/2" PRESS TOOL	214.38
GOODIN COMPANY	3/4" PRESS TOOL	222.97
GRAINGER INC	JAN FIRE EXT BOX PANEL LAKE AL	34.66
GREAT PLAINS NATURAL GAS CO	DECEMBER NATURAL GAS EXPENSE	1,969.88
HIGH POINT NETWORKS LLC	AZURE ACTIVE DIRECTORY PREMIUM	1,008.00
HIGH POINT NETWORKS LLC	HPN MONTHLY M365/GSUITE BACKUP	315.00
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
HIRERIGHT LLC	DEC MVR CHECK HAMMES	11.75
HOME DEPOT CREDIT SERVICES	DEC HANGER BOLT ROOSEVELT PARK	5.52
HOME DEPOT CREDIT SERVICES	DEC VIDEO SURVEILLANCE SIGNS	6.94
HOME DEPOT CREDIT SERVICES	DEC 1/2"X3/4" MALE ADAPTER	4.56
INTOXIMETERS	1 PBTS/MOUTHPIECES	1,735.00
JEFFERSON FIRE & SAFETY INC	K55 THERMAL IMAGING CAMERA KIT	4,451.23

## General

LAKE REGION HEALTHCARE CORP	DEC PRE EMPLOYMENT TEST	112.50
LEAGUE OF MN CITIES INS. TRUST	1ST QTR 2024 WORKERS' COMP	128,002.00
LEAGUE OF MINNESOTA CITIES	24 PATROL SUBSCRIPTIONS	2,160.00
MACQUEEN EMERGENCY	JANUARY SCBA MASK LENS INSERTS	350.31
MARCO TECHNOLOGIES LLC	12/27/23-01/27/24 COPIER RENT	784.49
MCMMASTER-CARR SUPPLY CO	AIR FILTERS 4" THICK	221.57
MEDTOX LABORATORIES INC	DEC PRE EMPLOYMENT DRUG TEST	66.80
METRO SALES, INC	DECEMBER DOCUMENT SCANNER	1,383.00
MN STATE FIRE DEPT ASSN	2024 ANNUAL DUES	450.00
MOBOTREX INC	JAN SIGNAL LOAD SWITCH (STK)	140.00
MOTOROLA SOLUTIONS INC	BATTERIES FOR PORTABLE RADIOS	194.40
TONY NEVILLE	DECEMBER PROFESSIONAL SERVICES	800.00
NEW HORIZONS ENERGY	DECEMBER PROPANE/SRE BUILDING	724.03
NW REGIONAL FIREFIGHTER'S ASSN	2024 ANNUAL DUES	50.00
NYCKLEMOE & ELLIG, P.A.	JANUARY PROSECUTING SERVICES	9,758.33
O'REILLY AUTOMOTIVE INC	JAN EDGER BATTERIES (BRENT)	311.43
O'REILLY AUTOMOTIVE INC	JAN ZAMBONI EDGER BATTERIES	428.76
OTTER TAIL COUNTY HIGHWAY DEPT	ROUND A BOUT LIGHTS TOWER RD	17.13
OTTER TAIL POWER COMPANY	DECEMBER ELECTRICITY EXPENSE	42,655.07
OTTER TAIL POWER COMPANY	DEC/POSTAGE-FRANCHISE FEES	1,617.13
OTTER TAIL POWER COMPANY	DECEMBER FRANCHISE FEE POSTCAR	700.95
OTTER TAIL POWER COMPANY	2024 RENTAL/PARKING SPACES	2,400.00
OTTER TAIL TELCOM	DECEMBER LONG DISTANCE	6.49
OTTER TAIL TELCOM	JAN. TELEPHONE LINES	2,781.16
OTTER TAIL TELCOM	JANUARY ADDITIONAL LINE ENG	10.00
OTTER TAIL TELCOM	JANUARY TELEPHONE EXPENSE	1,083.84
OTTER TAIL TELCOM	JANUARY TELEPHONE LINES FOR PD	315.29
POLICE DEPT CONTINGENCY FUND	BOERHAVE EMBROIDERED ITEM	10.00
POLICE DEPT CONTINGENCY FUND	DUENOW DRE TRNG MEAL	15.30
POLICE DEPT CONTINGENCY FUND	MATTER UNIFORM PURCHASE	453.53
POLICE DEPT CONTINGENCY FUND	RIGGLE EMBROIDERED ITEMS	40.00
POLICE DEPT CONTINGENCY FUND	2024 ELEVATOR LICENSE	100.00
POLICE DEPT PETTY CASH	FARGO INTERVIEW LUNCH-ESTEP	10.74
RICOH USA INC	RICOH 000027405 PRINTER MAINT.	1,284.50
RICOH USA INC	RICOH 000027406 PRINTER MAINT.	1,284.50
SIGN GUYS LLC	DECALS	78.00
SKY CREW SERVICES, LLC	FEBRUARY MANAGEMENT FEES	3,500.00
SPEE*DEE DELIVERY SERVICE INC	DECEMBER FREIGHT	55.77
STATE TREASURER	4TH QTR SURCHARGE	988.54
STATE TREASURER	4TH QTR SURCHARGE RETENTION	39.55-
STENERSON BROTHERS LUMBER CO	JAN STAPLE GUN/STAPLES	36.24
T-MOBILE	TRUCK IPAD DATA PLANS	192.33
USABLE LIFE	JANUARY LIFE INSURANCE	81.40

## General

VERIZON WIRELESS	CELL/AIR CARDS DEC 2-JAN 1	1,077.81
VERIZON WIRELESS	DECEMBER CELL PHONE EXPENSE	40.01
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/DEC	1,230,654.30
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/249174MQ3	77,796.20-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/3137HB3G7	99,793.70-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/31381TC37	183.14-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/419792M60	85,000.00-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/83162CV59	170,000.00-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/91282CJJ1	35,849.64-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/91282CJP7	146,704.47-
WEX	JANUARY ER HSA CONTRIBUTION	9,658.11
	F U N D   T O T A L	1,072,587.58

## P.A. General

AL'S REFRIGERATION, INC.	CLEANED ICE MACHINE AT CBHH	525.00
ATLAS OUTDOOR SERVICES LLC	JANUARY/CBHH SNOW/LAWN CARE	1,000.00
COMSTOCK CONSTRUCTION INC	REPAIRS ADMISSION DOOR SWEEP	210.25
EMPLOYEES INSURANCE TRUST FUND	JAN LIFE INSURANCE	8.11
EMPLOYEES INSURANCE TRUST FUND	JANUARY HEALTH INSURANCE	1,167.98
GENERAL FUND	DECEMBER COPIER USE	23.86
GENERAL FUND	DECEMBER LONG DISTANCE CHARGE	4.40
GENERAL FUND	DECEMBER POSTAGE USE	.63
JOHNSON CONTROLS INC	MONTHLY MAINT -HVAC DEC	912.68
MARCO TECHNOLOGIES LLC	12/27/23-01/27/24 COPIER RENT	73.91
OTTER TAIL TELCOM	JAN. TELEPHONE LINES	8.93
SUMMIT COMPANIES	MONTHLY MONINTORING -JAN	34.00
UGSTAD PLUMBING INC	BOILER/GEN CK 12/22/23	90.00
UGSTAD PLUMBING INC	MONTHLY MAIN -PLG & HTG DEC	90.00
WEX	JANUARY ER HSA CONTRIBUTION	50.00
	F U N D   T O T A L	4,199.75

## Regional Treatment Center-City Operated

OTTER TAIL POWER COMPANY	DECEMBER ELECTRICITY EXPENSE	238.03
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Regional Treatment Center-City Operated

F U N D T O T A L 238.03

Public Library

ARAMARK UNIFORM SERVICES	DECEMBER LINEN SUPPLY	6.00
BAKER & TAYLOR INC	BOOKS	2,078.76
BAKER & TAYLOR INC	FREIGHT SURCHARGE	41.57
BAKER & TAYLOR INC	PROCESSING	193.28
EMPLOYEES INSURANCE TRUST FUND	JAN LIFE INSURANCE	54.42
EMPLOYEES INSURANCE TRUST FUND	JANUARY HEALTH INSURANCE	6,454.38
GREAT PLAINS NATURAL GAS CO	DECEMBER NATURAL GAS EXPENSE	100.95
LEIGHTON BROADCASTING	RADIO AD HOLIDAY 2023	480.00
MCMASTER-CARR SUPPLY CO	PLEATED PANEL AIR FILTERS 2"	799.97
MIDWEST PRINTING COMPANY	LOWE LOGO LABELS	90.00
OTTER TAIL POWER COMPANY	DECEMBER ELECTRICITY EXPENSE	3,672.98
OTTER TAIL TELCOM	JAN. TELEPHONE LINES	107.18
OTTER TAIL TELCOM	JANUARY LIBRARY FAX LINE	35.51
OTTER TAIL TELCOM	JANUARY TELEPHONE EXPENSE	264.80
US BANK EQUIPMENT FINANCE	12/20/23-01/20/24 COPIER RENT	614.40
WEX	JANUARY ER HSA CONTRIBUTION	1,187.50
	F U N D T O T A L	16,181.70

Bigwood Event Center

ARAMARK	JANUARY LINEN SUPPLY	252.50
BJORN'S HEATING & AIR COND INC	BIGWOOD-REPL EQ CONTROLS	2,421.13
CARDCONNECT	DEC SERVICE CHARGE ON CC FEES	346.12
CLOVER	JAN POS MONTHLY CHARGE	177.83
VIKING COCA-COLA BOTTLING CO	JANUARY BEVERAGES	115.20
COMMISSIONER OF REVENUE	2023 DECEMBER SALES TAX	12.20
DACOTAH PAPER CO	DEC CUPS, FORKS, SPOONS, KNIVES	245.30
EMPLOYEES INSURANCE TRUST FUND	JAN LIFE INSURANCE	7.44
EMPLOYEES INSURANCE TRUST FUND	JANUARY HEALTH INSURANCE	862.44
OTTER TAIL POWER COMPANY	DECEMBER ELECTRICITY EXPENSE	2,622.80
OTTER TAIL TELCOM	JAN. TELEPHONE LINES	206.20



## Bigwood Event Center

OTTER TAIL TELCOM	JANUARY INTERNET ACCESS BW	91.64
TWEETON REFRIGERATION	DECEMBER ICE MACHINE RENTAL	180.00
WEX	JANUARY ER HSA CONTRIBUTION	275.00
	F U N D   T O T A L	7,815.80

## T.I. #4-11 H9, LLC

H9 LLC	SEMI-ANNUAL PAYMENT/INTEREST	7,586.67
H9 LLC	SEMI-ANNUAL PAYMENT/PRINCIPAL	5,233.23
	F U N D   T O T A L	12,819.90

## Tax Abatement - Fergus Care Center LLC

FERGUS CARE CENTER LLC	2023 TAX ABATEMENT PMT 8	5,048.70
	F U N D   T O T A L	5,048.70

## Tax Abatement - Northstar Behavioral Health, LLC

NBH FERGUS FALLS LLC	2023 TAX ABATEMENT PMT 6	12,341.08
	F U N D   T O T A L	12,341.08

## Tax Abatement - Housing Rebate Program

KAITLYN LINDBERG	PAY 2023 HOUSING TAX REBATE	114.00
	F U N D   T O T A L	114.00

## T.I. 4-16 FM Bank

TAFT STETTINIUS HOLLISTER LLP	TIF 4-16 PLAN/DEV AGREEMENT	4,400.00
	F U N D   T O T A L	4,400.00

## CDBG/HUD Revolving Loan

GENERAL FUND	DECEMBER COPIER USE	44.98
UGSTAD PLUMBING INC	PLUMBING WORK/HOTEL 8-#956	733.18
	F U N D   T O T A L	778.16

## G.O. TIF Bonds, Series 2022 TIF 4-14

NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/INTEREST	30,390.00
	F U N D   T O T A L	30,390.00

## P.I.R. Bond and Interest 2019B

NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/INTEREST	13,125.00
NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/PRINCIPAL	45,000.00
	F U N D   T O T A L	58,125.00

## G.O. Port Authority Bonds, Series 2021A (DTRF Ph1)

NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/INTEREST	7,213.75
NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/PRINCIPAL	95,000.00
	F U N D   T O T A L	102,213.75

## Capital Improvement

BAKER TILLY MUNICIPAL	2023 CONTINUING DISCLOSURE	1,400.00
BOLTON & MENK INC	DELAGOON PARK IMPROVEMENTS	47,684.50
BOLTON & MENK INC	DTRF PHASE 2	1,936.00
BOLTON & MENK INC	UNION AVE MILL & OVERLAY	610.50
BRAUN INTERTEC CORPORATION	PROF SERV THROUGH 12/29/2023	467.00
HOUSTON ENGINEERING INC	PROF SERV THROUGH 12/21/2023	3,196.25
JLG ARCHITECTS	PROF SERV ENDING 12/31/2023	6,953.69
MOORE ENGINEERING INC	PROF SERV LINCOLN/UNION AVE	13,806.25
MOORE ENGINEERING INC	PROF SERV STANTON AVE RECONST	573.75
TAFT STETTINIUS HOLLISTER LLP	NOVEMBER 2023 CONTRACT MATTER	2,255.00
CARL J. ZACHMANN	BUTTERFLY SCULPTURE-RIVERFRONT	25,000.00
JEFFREY ZACHMANN	DEC-BISON KINETIC SCULPTURE	25,000.00
	F U N D   T O T A L	128,882.94

## Liquor Store

AL'S REFRIGERATION, INC.	DECEMBER WATER LEAK	95.00
THE AMERICAN BOTTLING COMPANY	JANUARY/MIX	297.33
ARAMARK UNIFORM SERVICES	DECEMBER LINEN SUPPLY	462.31
ARTISAN BEER COMPANY	DECEMBER/BEER	61.60-
ARTISAN BEER COMPANY	JANUARY/BEER	2,582.35
ARTISAN BEER COMPANY	JANUARY/MIX	107.65
BELLBOY CORPORATION	JANUARY/FREIGHT	31.18
BELLBOY CORPORATION	JANUARY/LIQUOR	1,786.93
BELLBOY CORPORATION	JANUARY/MIX	334.30
BEVERAGE WHOLESALERS INC	DECEMBER/BEER	24,021.55
BEVERAGE WHOLESALERS INC	DECEMBER/LIQUOR	2,064.00
BEVERAGE WHOLESALERS INC	DECEMBER/MIX	28.80
BEVERAGE WHOLESALERS INC	DECEMBER/WINE	22.20
BEVERAGE WHOLESALERS INC	JANUARY/BEER	22,727.02
BEVERAGE WHOLESALERS INC	JANUARY/MIX	408.10
BRAUN VENDING INC	JANUARY WATER COOLER RENT	16.00
BREAKTHRU BEVERAGE MINNESOTA	JANUARY/FREIGHT	827.63
BREAKTHRU BEVERAGE MINNESOTA	JANUARY/LIQUOR	65,297.22
BREAKTHRU BEVERAGE MINNESOTA	JANUARY/MIX	505.97
BREAKTHRU BEVERAGE MINNESOTA	JANUARY/WINE	3,471.60
CAYAN	DECEMBER 2023 CR CD FEES	17,167.04
VIKING COCA-COLA BOTTLING CO	JANUARY/MIX	508.75
COMMISSIONER OF REVENUE	2023 DECEMBER SALES TAX	75.26

## Liquor Store

D-S BEVERAGES, INC.	DECEMBER/BEER	16,438.35
D-S BEVERAGES, INC.	DECEMBER/FREIGHT	29.35
D-S BEVERAGES, INC.	DECEMBER/LIQUOR	389.90
D-S BEVERAGES, INC.	DECEMBER/MIX	181.15
D-S BEVERAGES, INC.	DECEMBER/WINE	2.55-
D-S BEVERAGES, INC.	JANUARY/BEER	28,569.20
D-S BEVERAGES, INC.	JANUARY/LIQUOR	2,952.26
D-S BEVERAGES, INC.	JANUARY/MIX	111.47
D-S BEVERAGES, INC.	JANUARY/WINE	30.00
DACOTAH PAPER CO	DECEMBER ROLL THERMAL, BAGS	297.71
DACOTAH PAPER CO	DECEMBER SUPPLIES-BAGS	46.60
EMPLOYEES INSURANCE TRUST FUND	JAN LIFE INSURANCE	22.65
EMPLOYEES INSURANCE TRUST FUND	JANUARY HEALTH INSURANCE	7,520.84
FERGUS BREWING COMPANY LLC	DECEMBER/BEER	408.00
GENERAL FUND	2023 CASES OF PAPER	148.50
GREAT PLAINS NATURAL GAS CO	DECEMBER NATURAL GAS EXPENSE	382.76
JOHNSON BROTHERS LIQUOR CO	DECEMBER/FREIGHT	17.20
JOHNSON BROTHERS LIQUOR CO	DECEMBER/WINE	872.00
JOHNSON BROTHERS LIQUOR CO	JANUARY/FREIGHT	625.38
JOHNSON BROTHERS LIQUOR CO	JANUARY/LIQUOR	21,345.88
JOHNSON BROTHERS LIQUOR CO	JANUARY/MIX	547.30
JOHNSON BROTHERS LIQUOR CO	JANUARY/WINE	7,658.42
LIQUOR STORE	RECEIPT JANUARY RENT	358.00-
MARCO TECHNOLOGIES LLC	12/27/23-01/27/24 COPIER RENT	125.90
MAVERICK WINE LLC	JANUARY/FREIGHT	70.00
MAVERICK WINE LLC	JANUARY/LIQUOR	1,566.64
MAVERICK WINE LLC	JANUARY/WINE	2,960.40
OTTER TAIL POWER COMPANY	DECEMBER ELECTRICITY EXPENSE	3,205.84
OTTER TAIL TELCOM	JAN. TELEPHONE LINES	109.32
OTTER TAIL TELCOM	JANUARY TELEPHONE EXPENSE	337.76
PAUSTIS WINE COMPANY	JANUARY/FREIGHT	61.20
PAUSTIS WINE COMPANY	JANUARY/WINE	3,447.17
PHILLIPS WINE & SPIRITS CO	DECEMBER/FREIGHT	202.98
PHILLIPS WINE & SPIRITS CO	DECEMBER/LIQUOR	9,628.00
PHILLIPS WINE & SPIRITS CO	JANUARY/FREIGHT	580.85
PHILLIPS WINE & SPIRITS CO	JANUARY/LIQUOR	24,997.64
PHILLIPS WINE & SPIRITS CO	JANUARY/MIX	360.00
PHILLIPS WINE & SPIRITS CO	JANUARY/WINE	7,332.88
SOUTHERN GLAZER'S OF MN	DECEMBER/MIX	4.50-
SOUTHERN GLAZER'S OF MN	JANUARY/FREIGHT	653.00
SOUTHERN GLAZER'S OF MN	JANUARY/LIQUOR	33,933.83
SOUTHERN GLAZER'S OF MN	JANUARY/MIX	27.00
SOUTHERN GLAZER'S OF MN	JANUARY/WINE	900.60

## Liquor Store

TOTAL REGISTER SYSTEMS	FTP MONTHLY SERVICE	32.21
WEX	JANUARY ER HSA CONTRIBUTION	1,318.75
	F U N D   T O T A L	322,858.43

## Refuse Disposal

ARAMARK UNIFORM SERVICES	DECEMBER LINEN SUPPLY	279.20
AUTO VALUE - FERGUS FALLS	JAN PAINT MARKERS/RATCHET STRA	41.96
COMMISSIONER OF REVENUE	2023 DECEMBER SALES TAX	4.06
COMMISSIONER OF REVENUE	2023 DECEMBER SWMT	29,796.00
EPG COMPANIES INC	JAN EPG SUREPUMP	9,525.00
EMPLOYEES INSURANCE TRUST FUND	JAN LIFE INSURANCE	50.69
EMPLOYEES INSURANCE TRUST FUND	JANUARY HEALTH INSURANCE	13,730.29
FASTENAL COMPANY	JAN REFUSE SAFETY VENDING	44.63
GENERAL FUND	2023 CASES OF PAPER	99.00
HIRERIGHT LLC	DEC MVR CHECK HAUGEN	11.75
LIBERTY TIRE SERVICES LLC	DECEMBER CAR TIRES	1,061.45
MARCO TECHNOLOGIES LLC	12/27/23-01/27/24 COPIER RENT	287.85
NEW HORIZONS ENERGY	DECEMBER PROPANE	2,237.48
OTTER TAIL POWER COMPANY	DECEMBER ELECTRICITY EXPENSE	191.53
OTTER TAIL TELCOM	JAN. TELEPHONE LINES	35.73
OTTER TAIL TELCOM	JANUARY TELEPHONE EXPENSE	144.69
REVTRAK INC	DECEMBER 2023 CR CD FEES	3,205.34
WASTEWATER TREATMENT FUND	DEC ASH CELL LEACHATE	491.40
WEX	JANUARY ER HSA CONTRIBUTION	1,940.63
	F U N D   T O T A L	63,178.68

## Sewage Treatment

ARAMARK UNIFORM SERVICES	DECEMBER LINEN SUPPLY	198.48
EMPLOYEES INSURANCE TRUST FUND	JAN LIFE INSURANCE	37.18
EMPLOYEES INSURANCE TRUST FUND	JANUARY HEALTH INSURANCE	8,009.70
FASTENAL COMPANY	JAN SEWER SAFETY VENDING	44.63
GENERAL FUND	DECEMBER LONG DISTANCE CHARGE	21.39
GOPHER STATE ONE CALL	DEC BILLABLE TICKETS	19.35

## Sewage Treatment

HAWKINS INC	JAN ALUMINUM SULFATE LIQUID	6,891.98
LINDBERG PROCESS EQUIP CORP	DEC SHUT OFF VALVE,DIGESTER	9,775.44
VICTOR LUNDEEN COMPANY	DECEMBER RECORD BOOK	165.00
MARCO TECHNOLOGIES LLC	12/27/23-01/27/24 COPIER RENT	272.47
MN VALLEY TESTING LABS INC	JAN BIOSOLIDS,TESTING	422.40
OTTER TAIL POWER COMPANY	DECEMBER ELECTRICITY EXPENSE	8,661.99
OTTER TAIL TELCOM	JAN. TELEPHONE LINES	35.73
OTTER TAIL TELCOM	JANUARY TELEPHONE EXPENSE	168.19
RMB ENVIRONMENTAL LABORATORIES	DEC ANALYSIS	564.54
RMB ENVIRONMENTAL LABORATORIES	JAN ANALYSIS	856.07
REVTRAK INC	DECEMBER 2023 CR CD FEES	3,205.33
SHANK CONSTRUCTORS, INC.	JAN SOLENOID VALVE W/SWITCH	4,933.00
SPEE*DEE DELIVERY SERVICE INC	DEC SHIPPING FEES	105.00
UGSTAD PLUMBING INC	AUG 626 W 7TH AVE-TREE ROOTS	360.00
VESSCO INC.	JAN CREDIT WILO,FRAME	1,273.13-
VESSCO INC.	JAN WILO,FRAME	2,058.93
WASTEWATER TREATMENT FUND	RECEIPT TO DEC LEACHATE	491.40-
WEX	JANUARY ER HSA CONTRIBUTION	1,193.13
	F U N D   T O T A L	46,235.40

## Water

ADMINISTRATOR'S CONTINGENCY FD	JANUARY UTILITIES REFUND	87.74
ADMINISTRATOR'S CONTINGENCY FD	JANUARY VOID CHECK #17790	87.74-
ARAMARK UNIFORM SERVICES	DECEMBER LINEN SUPPLY	155.68
COOPERS TECHNOLOGY GROUP	2024 CALENDAR	16.89
CORE & MAIN LP	JAN VALVE BOX LIDS (STOCK)	319.64
EMPLOYEES INSURANCE TRUST FUND	JAN LIFE INSURANCE	70.98
EMPLOYEES INSURANCE TRUST FUND	JANUARY HEALTH INSURANCE	9,391.37
FASTENAL COMPANY	JAN WATER SAFETY VENDING	44.63
FERGUSON WATERWORKS #1657	JAN R900 V4 WALL MIU ANTENNA	274.60
GENERAL FUND	DECEMBER COPIER USE	26.78
GENERAL FUND	DECEMBER LONG DISTANCE CHARGE	13.99
GENERAL FUND	DECEMBER POSTAGE USE	254.31
GOIN' POSTAL FERGUS FALLS	JAN SHIPPING	14.78
GOPHER STATE ONE CALL	DEC BILLABLE TICKETS	19.35
GRAYMONT (WI) LLC	JAN HIGH CALCIUM QUICKLIME	9,214.15
HAWKINS INC	SEPTEMBER AMMONIA ANHYDROUS	411.60-
L&M FLEET SUPPLY	JAN COMPRESSOR,KITS,WARRANTY	3,719.96

## Water

MARCO TECHNOLOGIES LLC	12/27/23-01/27/24 COPIER RENT	294.14
MN DEPARTMENT OF HEALTH	4TH QTR 2023 WATER CONNECTIONS	12,315.00
NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/INTEREST	24,125.00
NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/PRINCIPAL	85,000.00
OTTER TAIL POWER COMPANY	DECEMBER ELECTRICITY EXPENSE	4,789.31
OTTER TAIL TELCOM	JAN. TELEPHONE LINES	35.73
OTTER TAIL TELCOM	JANUARY TELEPHONE EXPENSE	180.59
RMB ENVIRONMENTAL LABORATORIES	JAN ANALYSIS	214.23
REVTRAK INC	DECEMBER 2023 CR CD FEES	3,205.34
VERIZON WIRELESS	DECEMBER CELL PHONE EXPENSE	78.10
WEX	JANUARY ER HSA CONTRIBUTION	1,698.13
	F U N D   T O T A L	155,061.08

## Storm Water

EMPLOYEES INSURANCE TRUST FUND	JAN LIFE INSURANCE	2.70
EMPLOYEES INSURANCE TRUST FUND	JANUARY HEALTH INSURANCE	327.15
GOPHER STATE ONE CALL	DEC BILLABLE TICKETS	19.35
LEAGUE OF MINNESOTA CITIES	MEMBERSHIP RENEWAL MCSC	1,070.00
NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/INTEREST	10,325.00
NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/PRINCIPAL	35,000.00
OTTER TAIL POWER COMPANY	DECEMBER ELECTRICITY EXPENSE	146.27
	F U N D   T O T A L	46,890.47

## Equipment

AL'S REFRIGERATION, INC.	DEC REPAIR ICE MACHINE AT SHOP	658.00
ARAMARK UNIFORM SERVICES	DECEMBER LINEN SUPPLY	350.72
AUTO VALUE - FERGUS FALLS	DEC AIR FILTER UNIT 50	13.20
AUTO VALUE - FERGUS FALLS	DEC CALIPER UNIT 2	124.48
AUTO VALUE - FERGUS FALLS	DEC DRIVE BELTS UNIT 40	78.98
AUTO VALUE - FERGUS FALLS	DEC SHOP FLOOR DRY	113.94
AUTO VALUE - FERGUS FALLS	DEC STAT/SERPENTINE BELT U-40	52.78
AUTO VALUE - FERGUS FALLS	DEC STOCK OIL FILTER	5.71
AUTO VALUE - FERGUS FALLS	DEC STOCK OIL FILTERS	13.23

## Equipment

AUTO VALUE - FERGUS FALLS	DEC STOCK PARTS ORDER	67.18
AUTO VALUE - FERGUS FALLS	DEC WATER PUMP UNIT 40	133.99
AUTO VALUE - FERGUS FALLS	DEC 1/2 DRIVE TORQUE WRENCH	37.99
AUTO VALUE - FERGUS FALLS	JAN AIRCOIL SET UNIT 578	58.67
AUTO VALUE - FERGUS FALLS	JAN CAB AIR FILTERS (STK)	26.26
AUTO VALUE - FERGUS FALLS	JAN CLEAR MARKER LAMP U-468	3.99
AUTO VALUE - FERGUS FALLS	JAN CRC ELECTRONIC CLEANER	23.98
AUTO VALUE - FERGUS FALLS	JAN LIGHT BULBS E1 795C1	19.98
AUTO VALUE - FERGUS FALLS	JAN STARTER SOLENOID UNIT 265	23.99
AUTO VALUE - FERGUS FALLS	JAN STOCK 1156 BULBS	10.90
AUTO VALUE - FERGUS FALLS	JAN TURN SIGNAL SWITCH U-2073	62.58
AUTO VALUE - FERGUS FALLS	JAN 20 AMP CIRCUIT BREAKER	6.99
BERTS TRUCK EQUIPMENT OF MHD	JAN BOSS DXT V-PLOW UNIT 1101	9,518.00
BRENCO	DEC PRESSURE WASHER FITTINGS	99.78
COMMISSIONER OF REVENUE	2023 DECEMBER SPECIAL FUEL TAX	663.20
COMMISSIONER OF REVENUE	2023 DECEMBER SALES TAX	97.48
DAKOTA FLUID POWER INC	JAN ENGATE LOCK AIR CYLINDER	324.80
EMPLOYEES INSURANCE TRUST FUND	JAN LIFE INSURANCE	20.28
EMPLOYEES INSURANCE TRUST FUND	JANUARY HEALTH INSURANCE	4,652.23
EQUIPMENT FUND	DEC FUEL USAGE	439.32-
FARGO FREIGHTLINER	DEC SPRING BRAKE VALVE U-226	234.61
FARGO FREIGHTLINER	JAN AIR SERVICE VALVE U-244	168.71
FASTENAL COMPANY	JAN SHOP SUPPLY VENDING	114.88
NAPA AUTO PARTS - FERGUS FALLS	JAN SOLENOID UNIT 265	33.59
GRAINGER INC	DEC FIRE EXT BRACKET U-216	68.31
GRAINGER INC	JAN STOCK SMALL BATTERIES ORDE	20.66
GREAT PLAINS NATURAL GAS CO	DECEMBER NATURAL GAS EXPENSE	2,090.59
HOME DEPOT CREDIT SERVICES	DEC GALV NETTING PRESS WASHER	57.35
HOME DEPOT CREDIT SERVICES	DEC HINGE/HARDWARE PRESS WASH	22.53
HOME DEPOT CREDIT SERVICES	JAN 15 COMPARTMENT TOOL BOX	17.98
INTERSTATE BATTERY SYSTEM	JAN GROUP 78 BATTERY (STK)	145.95
MACQUEEN EQUIPMENT INC	JAN PARK MOWER BROOM ORDER	3,537.50
MARCO TECHNOLOGIES LLC	12/27/23-01/27/24 COPIER RENT	77.32
MINNESOTA MOTOR COMPANY	DEC CAR WASH	9.00
MINNESOTA MOTOR COMPANY	DECEMBER CAR WASHES	35.00
MINNESOTA MOTOR COMPANY	JAN CIRCUIT BREAKER UNIT 2	15.14
NELSON AUTO CENTER	DEC SQUAD DRAIN PLUGS	15.58
OLSON OIL COMPANY INC	JAN UNLEADED FUEL CITY SHOP	18,681.97
OLSON OIL COMPANY INC	JAN 3/4"/1" FUEL DISPENSE HOSE	261.97
OLYMPIC SALES INC	DEC REINFORCED ARM PUCKS (STK)	201.87
OTTER TAIL POWER COMPANY	DECEMBER ELECTRICITY EXPENSE	2,346.40
OTTER TAIL TELCOM	JAN. TELEPHONE LINES	80.39
OTTER TAIL TELCOM	JANUARY TELEPHONE EXPENSE	54.95



## Equipment

POLICE DEPT CONTINGENCY FUND	2068 SQUAD GAS FOR TRNG	26.86
PRODUCTIVITY PLUS ACCOUNT	JAN ACS ADAPTER SEAL KITS	349.12
PRODUCTIVITY PLUS ACCOUNT	JAN CREDIT RETURNED PARTS	28.92-
R & R SPECIALTIES, INC.	DEC IMPELLER/BALL VALVES ZAMBO	820.10
STENERSON BROTHERS LUMBER CO	DEC J-CHANNEL PRESS WASHER PRO	43.95
STENERSON BROTHERS LUMBER CO	JAN PRESS WASHER PROJECT MATER	716.95
WALLWORK TRUCK CENTER F.F.	DEC BLACK POLY FENDER CAPS	86.46
WALLWORK TRUCK CENTER F.F.	JAN 2.5" RED LED MARKER LIGHTS	80.60
WEX	JANUARY ER HSA CONTRIBUTION	816.25
	F U N D   T O T A L	48,027.61

## Employees Insurance

EMPLOYEES INSURANCE TRUST FUND	RECEIPT JAN HEALTH INSURANCE	101,305.72-
EMPLOYEES INSURANCE TRUST FUND	RECEIPT JAN LIFE INSURANCE	3,149.98-
EMPLOYEES INSURANCE TRUST FUND	RECEIPT JANUARY HEALTH INSURAN	52,116.38-
LAKES COUNTRY SVC COOP	JANUARY HEALTH INSURANCE	172,618.72
	F U N D   T O T A L	16,046.64

## Flexible Benefit Agency

WEX	2023 FLEX PLAN REIMB	575.73
	F U N D   T O T A L	575.73

## PEG Access

COMMISSIONER OF REVENUE	2023 SALES TAX	61.00
LIQUOR STORE	JANUARY RENT	358.00
OTTER TAIL POWER COMPANY	DECEMBER ELECTRICITY EXPENSE	122.05
OTTER TAIL TELCOM	JANUARY TELEPHONE EXPENSE	227.92
	F U N D   T O T A L	768.97

1/16/2024

R E S O L U T I O N   R E C O R D

Fergus Falls Convention and Visitor's Bureau, Inc.

BCBS OF MINNESOTA	JANUARY 2024 HEALTH INSURANCE	1,108.81
COMMISSIONER OF REVENUE	2023 SALES TAX	209.00
FERGUS FALLS CONVENTION &	NOV 2023 LODGING TAX	11,525.99-
FERGUS FALLS CONVENTION &	NOV 2023 LODGING TAX ADMIN	345.78
GENERAL FUND	DECEMBER POSTAGE USE	1.83
VERIZON WIRELESS	DECEMBER CELL PHONE EXPENSE	117.65
	F U N D   T O T A L	9,742.92-
	T O T A L   A L L   F U N D S	2,146,036.48

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 16 DAY OF JANUARY BY ALDERMAN WHO MOVED ITS ADOPTION, WAS SECONDED BY ALDERMAN AND ADOPTED BY THE FOLLOWING VOTE:

AYES:

NAYS:

ABSTAIN:

ABSENT:

WHEREUPON THE ABOVE RESOLUTION WAS DULY DECLARED ADOPTED.

ATTEST:

APPROVED:

-----  
CITY ADMINISTRATOR

-----  
MAYOR

1/16/2024

R E S O L U T I O N   R E C O R D

COMMISSIONER OF REVENUE	112,623.20
DEPT OF NATURAL RESOURCES	4,400.00
DEPT. OF MOTOR VEHICLE	42.50
4M FUND	67.62
MN DEPARTMENT OF HEALTH	12,315.00
OTTER TAIL COUNTY HIGHWAY DEPT	17.13
STATE TREASURER	948.99
AT&T MOBILITY	228.69
ADMINISTRATOR'S CONTINGENCY FD	138.61
AL'S REFRIGERATION, INC.	1,278.00
THE AMERICAN BOTTLING COMPANY	297.33
ARAMARK UNIFORM SERVICES	2,349.86
ARAMARK	288.96
AMERICAN TEST CENTER	600.00
SEAN ANDERSON	436.08
ARENA WAREHOUSE LLC	198.00
ARTISAN BEER COMPANY	2,628.40
ATLAS OUTDOOR SERVICES LLC	1,000.00
AUTO VALUE - FERGUS FALLS	920.78
BAKER & TAYLOR INC	2,313.61
BAKER TILLY MUNICIPAL	1,400.00
BELLBOY CORPORATION	2,152.41
BERTS TRUCK EQUIPMENT OF MHD	9,518.00
BEVERAGE WHOLESALERS INC	49,271.67
BEYER BODY SHOP, INC.	250.00
BIG AXX LLC	265.46
BJORN'S HEATING & AIR COND INC	2,421.13
BCBS OF MINNESOTA	1,108.81
BOLTON & MENK INC	50,231.00
BRAUN VENDING INC	16.00
BRAUN INTERTEC CORPORATION	467.00
BREAKTHRU BEVERAGE MINNESOTA	70,102.42
BRENCO	99.78
CARDCONNECT	346.12
CAYAN	17,167.04
CHARTER COMMUNICATIONS	97.50
CLIMATE CONTROL INC	150.00
CLOVER	177.83
VIKING COCA-COLA BOTTLING CO	623.95
COMPASS MINERALS AMERICA INC	8,391.67
COMSTOCK CONSTRUCTION INC	210.25
COOPERS TECHNOLOGY GROUP	115.15
CORE & MAIN LP	780.49
COSSETTE ELECTRIC LLC	1,010.60
D-S BEVERAGES, INC.	48,699.13
DACOTAH PAPER CO	589.61
DAILY JOURNAL	1,298.37

1/16/2024

R E S O L U T I O N   R E C O R D

DAKOTA FLUID POWER INC	324.80
EPG COMPANIES INC	9,525.00
E. WEINBERG SUPPLY & EQUIPMENT	11,700.00
FARGO FREIGHTLINER	403.32
FASTENAL COMPANY	338.03
FERGUS BREWING COMPANY LLC	408.00
FERGUS CARE CENTER LLC	5,048.70
F.F. AREA CHAMBER OF COMMERCE	150.00
FERGUSON WATERWORKS #1657	274.60
GALLS LLC	289.67
NAPA AUTO PARTS - FERGUS FALLS	61.41
GOIN' POSTAL FERGUS FALLS	14.78
GOODIN COMPANY	483.98
GOPHER STATE ONE CALL	58.05
GRAINGER INC	123.63
GRAYMONT (WI) LLC	9,214.15
GREAT PLAINS NATURAL GAS CO	4,544.18
H9 LLC	12,819.90
HAWKINS INC	6,480.38
HIGH POINT NETWORKS LLC	3,974.00
HIRERIGHT LLC	23.50
HOME DEPOT CREDIT SERVICES	114.88
HOUSTON ENGINEERING INC	3,196.25
INTERSTATE BATTERY SYSTEM	145.95
INTOXIMETERS	1,735.00
JLG ARCHITECTS	6,953.69
JEFFERSON FIRE & SAFETY INC	4,451.23
JOHNSON BROTHERS LIQUOR CO	31,066.18
JOHNSON CONTROLS INC	912.68
L&M FLEET SUPPLY	3,719.96
LAKE REGION HEALTHCARE CORP	112.50
LAKES COUNTRY SVC COOP	172,618.72
LEAGUE OF MN CITIES INS. TRUST	128,002.00
LEAGUE OF MINNESOTA CITIES	3,230.00
LEIGHTON BROADCASTING	480.00
LIBERTY TIRE SERVICES LLC	1,061.45
LINDBERG PROCESS EQUIP CORP	9,775.44
KAITLYN LINDBERG	114.00
VICTOR LUNDEEN COMPANY	165.00
MACQUEEN EQUIPMENT INC	3,537.50
MACQUEEN EMERGENCY	350.31
MARCO TECHNOLOGIES LLC	1,916.08
MAVERICK WINE LLC	4,597.04
MCMASTER-CARR SUPPLY CO	1,021.54
MEDTOX LABORATORIES INC	66.80
METRO SALES, INC	1,383.00
MIDWEST PRINTING COMPANY	90.00

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R E S O L U T I O N   R E C O R D

MINNESOTA MOTOR COMPANY	59.14
MN STATE FIRE DEPT ASSN	450.00
MN VALLEY TESTING LABS INC	422.40
MOBOTREX INC	140.00
MOORE ENGINEERING INC	14,380.00
MOTOROLA SOLUTIONS INC	194.40
NBH FERGUS FALLS LLC	12,341.08
NELSON AUTO CENTER	15.58
TONY NEVILLE	800.00
NEW HORIZONS ENERGY	2,961.51
NORTHLAND TRUST SERVICES, INC.	345,178.75
NW REGIONAL FIREFIGHTER'S ASSN	50.00
NYCKLEMOE & ELLIG, P.A.	9,758.33
OLSON OIL COMPANY INC	18,943.94
OLYMPIC SALES INC	201.87
O'REILLY AUTOMOTIVE INC	740.19
OTTER TAIL POWER COMPANY	73,370.35
OTTER TAIL TELCOM	6,322.04
PAUSTIS WINE COMPANY	3,508.37
PHILLIPS WINE & SPIRITS CO	43,102.35
POLICE DEPT CONTINGENCY FUND	645.69
POLICE DEPT PETTY CASH	10.74
PRODUCTIVITY PLUS ACCOUNT	320.20
RMB ENVIRONMENTAL LABORATORIES	1,634.84
R & R SPECIALTIES, INC.	820.10
REVTRAK INC	9,616.01
RICOH USA INC	2,569.00
SHANK CONSTRUCTORS, INC.	4,933.00
SIGN GUYS LLC	78.00
SKY CREW SERVICES, LLC	3,500.00
SOUTHERN GLAZER'S OF MN	35,509.93
SPEE*DEE DELIVERY SERVICE INC	160.77
STENERSON BROTHERS LUMBER CO	797.14
SUMMIT COMPANIES	34.00
TWEETON REFRIGERATION	180.00
TAFT STETTINIUS HOLLISTER LLP	6,655.00
T-MOBILE	192.33
TOTAL REGISTER SYSTEMS	32.21
UGSTAD PLUMBING INC	1,273.18
USABLE LIFE	81.40
US BANK EQUIPMENT FINANCE	614.40
VERIZON WIRELESS	1,313.57
VESSCO INC.	785.80
WALLWORK TRUCK CENTER F.F.	167.06
WELLS FARGO - INVESTMENTS	615,327.15
WEX	18,713.23
CARL J. ZACHMANN	25,000.00

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R E S O L U T I O N   R E C O R D

TOTAL OTHER GOVERNMENT	130,414.44
TOTAL OTHER VENDORS	2,015,622.04
TOTAL ALL VENDORS	2,146,036.48