



**City Council Agenda**  
**June 17, 2024**  
**5:30 pm in the City Council Chambers**

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Invocation  
Pledge of Allegiance

Call to Order  
Roll Call  
Open Forum

- A. Approval of the Agenda
- B. Resolution appointing \_\_\_\_ to fill out the vacant council position in the third ward until the end of the term
  - 1. Oath of Office
- C. Public Hearings
  - 1. City Project 5961, Junius Avenue reconstruction project preliminary cost hearing
    - a. Resolution ordering the project plans and specifications for CP 5961
- D. Awarding of Bids
  - 1. Resolution awarding the bid for PI 5377, the 2024 Mill and Overlay Project to Mark Lee Asphalt & Paving in the amount of \$245,514.80 and to add street segments to the base contract in an amount not to exceed 25%
  - 2. Resolution awarding the 2024-2025 contracted mowing services contract to Atlas Outdoor Services
- E. Petitions and Communications
  - 1. Resolution acknowledging the retirement and 23 years of service from Randee Remer
  - 2. Legislative Update from Representative Jeff Backer
- F. Consent Agenda
  - 1. Motion approving the minutes from the June 3, 2024 City Council meeting and the June 12, 2024 Committee of the Whole meeting
  - 2. Motion approving licenses
  - 3. Resolution finalizing the sale of city owned property located adjacent to 1018 E Mt Faith Ave
  - 4. Resolution accepting the Preliminary Engineering Report for PI 8231 & 7224; initiate PI 7224, the Scenic Drive sanitary sewer on Scenic Drive and to set the preliminary improvement project hearing date for August 5
  - 5. Resolution initiating PI 7225, the NW Area (Frontier Drive) Stormwater Analysis; accept the MPCA's SWC Grant in the amount of \$52,855 and to accept Bolton & Menk's professional services agreement for stormwater analysis in the amount of \$58,728
- G. Ordinance and Resolutions
  - 1. Resolution authorizing the issuance of 2024A Bonds

2. Second reading of Ordinance 58, Eighth Series, Cannabis Zoning

- H. Presentation of Claims \$3,263,576.61
- I. Old Business/Unfinished Business
- J. New Business
- K. Miscellaneous Announcements
  - June 17 4:30 pm Work session: Third ward council vacancy
  - 5:30 pm City Council meeting
  - Port Authority Meeting- immediately following the closed council meeting
  - June 19 Most city offices and facilities closed for observance of Juneteenth
  - June 26 7:00 am Committee of the Whole meeting
  - July 1 5:30 pm City Council meeting
- L. Adjournment to a closed meeting to consider a real estate transaction as allowed by MN Statute 13D.05

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

## City Council Ward 3 Candidate Work Session – June 17, 2024

Thank you for participating in the City Council Work Session to interview the candidates for the vacant Ward 3 City Council Seat. Below are the interview questions that you may prepare for ahead of time. Each candidate will answer the same question, alternating who responds first so there will be no unfair advantage. Beyond these questions, there will be follow-up questions. The answer period will be two minutes per question. A timer will wave a yellow flag when 30 seconds remain and a red flag when time is up. Please respect the timer.

The session will begin with each candidate giving a three-minute introduction and will conclude with a two-minute closing statement from each candidate.

All candidates have indicated they will attend. If your plans change and you are unable to attend, please email or call Lynne Olson at [Lynne.Olson@FergusFallsMN.gov](mailto:Lynne.Olson@FergusFallsMN.gov) / 218-332-5404.

### Question 1

What are your top three priorities for the city and why do you believe these issues should be prioritized?

### Question 2

Please tell us about your budget and finance experience, demonstrating how this experience benefits the city and your constituents.

### Question 3

Transparency and accountability are crucial in public office. How do you plan to foster trust and transparency in your role on the council, if selected?

### Question 4

Recently we have seen changes in the city's economic development structure. What is your vision for economic growth in Fergus Falls?

### Question 5

How would you balance the needs and interests of various constituents when making decisions?

5/28/24

Letter of interest in appointment for Fergus Falls City Council Ward 3 vacancy.

City Council and Staff,

Thank you for considering me as an applicant for the Fergus Falls City Council Ward 3 vacancy.

Throughout my career in the utility industry, I have demonstrated my skills and abilities to effectively manage KPIs, provide positive influences and accountabilities on safety behaviors, promote innovative tools and technologies, create measurable accountabilities, and refine processes for efficiency. These demonstrated skills and abilities have positioned me to be successful in community leadership and continue to help guide organizations toward operational excellence.

My background as a leader in utility field work, operations management, and experiences at municipal utilities provide me with a comprehensive approach to decision making, effectively applying concepts, and strategic planning.


As a dedicated leader, you will find that my values align with our community. I pride myself on making ethical decisions, proactively promote safety and best practices, and treat each interaction with others with a sense of civility and respect. My current civic involvements in the community continue to inspire me to develop partnerships and provide opportunities to improve the quality of life and economic development in our city. As a leader within my role as an Operations Manager, I have taken opportunities to draw on the ingenuity and expertise of others to help develop innovative and efficient solutions in the goal of improving operational excellence and communication.

I believe that my hard work ethic, reliability, and honesty, paired with my visionary leadership style will be the characteristics that will help to continue to bring forth innovative ideas, implement positive change, promote transparent communication, with the ultimate goal of developing and promoting success for our community.

I look forward to the opportunity to visit with you about my qualifications and what expectations you have for the Fergus Falls City Council Ward 3 vacancy.

Sincerely,

Nate Kunde

A handwritten signature in black ink, appearing to read 'Nate Kunde', with a long horizontal flourish extending to the right.

# Summary of Qualifications:

## Community Involvement:

- Current member of Fergus Falls Planning Commission
- Past Ex-Officio of the Fergus Falls Heritage and Preservation Commission
- Current Chair Elect of the Fergus Falls Chamber of Commerce
- Actively involved in volunteering for youth activities
- Former Vice Chair of Rugby Job Development Authority
- Former Chapter Treasurer of Stevens County Pheasants Forever
  - (Committee Member of the Year Award 2014)

## Professional Work Experience:

### Operations Manager

Otter Tail Power Company

December 2015-Present

Fergus Falls, MN / Rugby, ND

- Duties: Lead and manage the development and construction of electric transmission and distribution facilities. Provide technical and practical construction expertise to manage, instruct, and direct team members, contractors, sub-contractors, and others as necessary. Schedule and oversee the practical installation of facilities to ensure that the quality assurance needs are met. Accountable for on-site safety activities and ensure the project is completed safely, on budget, and on schedule. Manage and schedule workforce. Address all H.R., personnel, and union issues. Organize and lead meetings. Represent the Company at various community stakeholder meetings and forums. Meet expense and capital budget objectives.
- Accomplishments: Demonstrated organizational and project management skills by managing multiple complex projects and personnel at a time, customer service skills by working with internal and external customers who have questions or concerns, dependability by promptly accomplishing duties that are assigned, willingness to quickly learn new programs and policies. Contributing member on Strategic Planning Team for Operations. Consistently met or exceeded budgetary performance expectations. Team Subject Matter Expert on developing innovative tools and refining processes for improving operational excellence. Develop partnerships on municipal lighting systems and acquisitions.

### Journeyman Lineman / Service Representative / Lead Lineman

Otter Tail Power Company

December 2011-December 2015

Morris, MN / Waubay, SD / Milbank, SD

### Apprentice Lineman

Watertown Municipal Utilities

Watertown, SD

June 2008 - December 2011

### Apprentice Lineman

Granite Falls Municipal Utilities

Granite Falls, MN

May 2007 – June 2008

Michael Mortenson

911 North Vine

Fergus Falls, MN 56537

218-205-7052

[mike@mortensonoutdoorsign.com](mailto:mike@mortensonoutdoorsign.com)

June 7<sup>th</sup>, 2024

Fergus Falls City Council

City Administrator Andrew Bremseth

112 West Washington Ave

Fergus Falls, MN 56537

Dear Mr. Bremseth

I have an interest in filling the 3<sup>rd</sup> ward city council vacancy that you have within the City of Fergus Falls. I'm a business leader in Fergus Falls that cares deeply about our community and it's prosperity today and tomorrow.

I have demonstrated a prior commitment to our community by working with local Fergus Falls businesses to increase their presence and exposure to present and future customers. I have accomplished that with the following actions:

- Providing quality billboard locations within our community
- Providing excellent visibility that enhances company exposure
- Providing a cost effect plan for all business sizes in our community

I have worked tirelessly over the last 15 years to promote our city and the businesses that call Fergus Falls home. I have successfully helped grow our community presence within the city and outside of it as well. I have worked hard to be a leader for business growth and prosperity in our community. I have attached a summary of my qualifications so you can understand my level of commitment to be a solid leader for our community.

I would love to have the opportunity to interview before the city council and bring to light my commitment and dedication to our city and our country at large. I look forward to your acceptance of this letter and my ability to be before the council on June 17<sup>th</sup>.

Thank you for your consideration and commitment to Fergus Falls.



Dr. Michael D. Mortenson, DC

Michael Mortenson

911 North Vine

#### SUMMARY OF QUALIFICATIONS

- Doctor of Chiropractic within the Department of Veterans Affairs
- Owner Mortenson Outdoor Sign (Billboard Company)
- Senior Chiropractic Clinician (Fargo VA)
- Board of Advisors (Tri-County Hospital)
- Board of Academic Affairs (Northwestern Health Sciences University)
- Interdisciplinary Pain Team (Fargo VA Hospital)
- Adjunct Faculty (Palmer College)
- Adjunct Faculty (Northwestern Health Sciences University)
- Clinical Instructor (University of North Dakota Medical School)

#### SKILLS

- Leadership skills in both Clinical/Academic/Community responsibilities
- Strong experience in oversight of large University/Hospital/business operations
- Excellent ability to solve problems within the needs of large institutions that face challenges as well as opportunities
- Ability to oversee different medical specialties to enhance the lives of the patients they treat
- Strong ability to start businesses from the ground up and grow them to a level of success for our community and others benefit

#### RELEVANT WORK EXPERIENCE

- Clinician, Department of Veterans Affairs
- Owner, Mortenson Outdoor Sign
- Board of Advisors (NWHHSU)

#### EDUCATION

- Fergus Falls Community College (Associate)
- University of North Dakota (Undergraduate)
- University of North Dakota MPH (Graduate-ongoing)
- Northwestern Health Sciences University DC (Graduate)



# Council Action Recommendation

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**Meeting Date:**

June 17, 2024 – City Council

**Subject:**

City Project No. 5961 (PI.s 5363, 7219 & 8235)  
2024 Street and Utility Reconstruction Project No. 1  
Junius Avenue: Union Avenue to Cascade Street

**Recommendation:**

- Resolution ordering the project plans and specifications.

**Background/Key Points:**

Legal publications have been made and individual mailed notices have been sent to all benefiting property owners. The preliminary project data is as follows:

**Type of Project:**

Reconstruct Sanitary Sewer, Water Main, Storm Sewer, Sewer & Water Services and Bituminous Street, etc.

**Location:**

Junius Avenue: Union Avenue to Cascade Street

**Legal Description:**

Lots 20–24, Block 33; Lots 12, 17-20, Block 34; Lots 10-14 & vacated alley R/W, Block 35; Lots 1-5 & vacated alley R/W, Block 36; All of Block 37; Lots 1–5 & vacated alley R/W, Block 38: Original Plat-Fergus.

All located within the City of Fergus Falls.

**Hearing Date:**

June 17, 2024

**Interest Rate:**

Not to exceed 7%

**Assessment:**

15 years

**Estimated Special Assessments Rates:**

Bituminous Street w/Curb & Gutter (Residential) = 25% Frontage Reduction in rate

Bituminous Street w/Curb & Gutter (10 Ton Design) = \$ 85.00/LF

**Cost Breakout:**

Special Assess. Bituminous St. – 10 Ton Design (1,567.1 LF) = \$ 133,203.50

Sp. Assess. Bit. St. – 10 Ton Design – City Property (332.5 LF) = \$ 28,262.50



City Share - Bituminous St. - 10 Ton Design (650.4 LF)	= \$ 55,284.00
City Share Bituminous Street - (Removals & Const.)	= <u>661,700.25</u>
Total Bituminous Street Cost	= \$878 450.25
City Share - Sanitary Sewer & Services	= 318,057.50
City Share - Water Main & Services	= 455,517.50
City Share - Storm Sewer	= <u>220,363.75</u>
<b>Total Project Cost</b>	<b>= \$ 1,872,389.00</b>

**Financing:**

PIR 429 Bonds (Special Assessment Street - Active)	= \$ 161,466.00 (8.6%) #1
PIR 429 Bonds - City Share (Street)	= 501,984.25 (26.8%)
PIR 429 Bonds (MSAS - Street & Storm Water Costs) Est.	= <u>215,000.00 (11.5%)</u>
Total PIR Bonds - Bit. Street Cost	= \$878 450.25
Sanitary Sewer Fund	= 318,057.50 (17.0%)
Water Fund	= 455,517.50 (24.3%)
Storm Water Fund	= <u>220,363.75 (11.8%)</u>
<b>TOTAL</b>	<b>= \$ 1,872,389.00 (100%)</b>

Note:

Some of the above items may be included in an increased PIR Bond for funding or through the use of Utility 444 Bonds at the recommendation of the Finance Director.

#1: The percentage of the project being special assessed must be **at least 20%** of the **PIR 429 Bond total**. This project as proposed is **18.4 %** of the PIR 429 Bond total.  
 $(\$161,466/878,450.25) = 18.4\%$

**This project's bituminous street costs must be combined with other special assessed cost projects if PIR bonds are to be used to finance the bituminous street costs.**

If acceptable, staff will have the plans and specifications completed and request authorization to advertise for bids in the near future. Although the project schedule has not been determined, I recommend holding the Final Cost Hearing after bids are received.

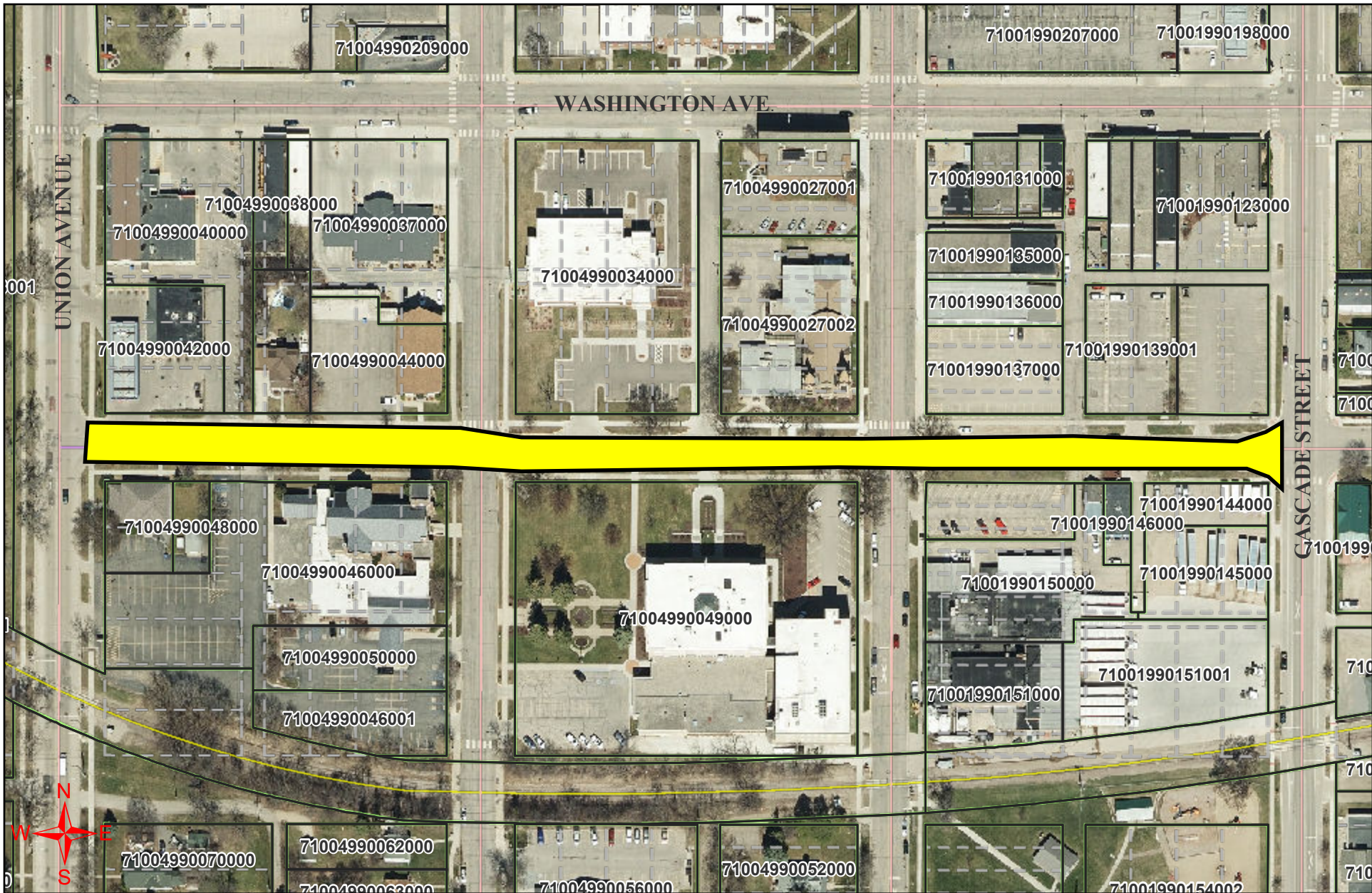
**Respectfully Submitted:**

Brian Yavarow, P.E. - City Engineer

**Attachments:**

CP 5961- Project Location Map

PI 5363 (Street Reconstruction) - Preliminary Assessment Notices



**JUNIUS AVENUE STREET & UTILITY  
RECONSTRUCTION PROJECT LIMITS  
P. I. No. 5961**

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.

Date 6/03/2024

PROJECT FILE LISTING

Page 1

Project	Description/Vendor	Init Date	Hear Date	Pymt Date	Resolution	Assessment	City Share	UA
59-61	JUNIUS AVENUE: UNION AVE TO CASCADE VENDOR UNKNOWN		6-17-2024			.00	.00	UA
	P.I. Seq				Deferred Code	Assessment		
	59-61 000					161,466.00		

Project #		Public Improvement No:		Sequence	Type of Public Improvement						
59-61		59-61		000	15 STREET & UTILITY REPLACEMENT						
Due Date		Percent	Years	Original	BALANCE S		Deferred	Total	Local	Def.	Status
		7.00	15	161,466.00	Current		.00	.00	24		U/A

Date 6/03/2024

PROJECT FILE RATE LISTING

Page 1

Project No: 59-61 Public Improvement No: 59-61 Sequence: 000 Type of Public Improvement: 15 STREET & UTILITY REPLACEMENT

Code	Description	Size	Rate	Ref.
1	BITUMINOUS ST W/CURB & GU	L.F.	85.00000	2

\* \* \* \* \*  
CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA  
\* \* \* \* \*

Project No. 59-61                      Type of Public Improvement STREET & UTILITY REPLACEMENT            PRELIMINARY  
Public Improvement No. 59-61 000    Location JUNIUS AVENUE  
From UNION AVENUE    To CASCADE ST

ORIGINAL PLAT

194424                                   71001990123000 128 E WASHINGTON AVE  
FM BANK    Block 33  
  
Sect-03 Twp-132 Range-043 ORIGINAL PLAT-FERGUS FALLS LOTS 1 THRU  
4, 23 & 24 BLK 33  
  
128 E WASHINGTON AVE  
FERGUS FALLS MN 56537 2823

Assessed	Project Rate		Amount Assessed	Comment	Project Total
100.00	85.00000	L.F.	8,500.00	BITUMINOUS ST W/CURB & GU	8,500.00

199300                                   71001990146000 120 E JUNIUS AVE  
SAMUEL L & ABIGAIL J NORMAN   Block 38  
  
Sect-03 Twp-132 Range-043 ORIGINAL PLAT-FERGUS FALLS E 30' OF LOT  
4 BLK 38 EX TR  
  
403 W CHANNING AVE  
FERGUS FALLS MN 56537 3212

Assessed	Project Rate		Amount Assessed	Comment	Project Total
15.00	85.00000	L.F.	1,275.00	BITUMINOUS ST W/CURB & GU	1,275.00

165026                                   71001990150000 415 S MILL ST  
BIMBO BAKERIES USA INC    Block 38  
ATTN RYAN LLC  
  
Sect-03 Twp-132 Range-043 ORIGINAL PLAT-FERGUS FALLS EX N 90' OF  
E 30' ALL OF LOT 4 BLK 38, S1/2 OF LOT 7, LOTS 8, 9, 10 & 11 BLK  
38 & VAC ALLEYS ADJ  
  
13155 NOEL RD STE 100  
DALLAS TX 75240 5050

Assessed	Project Rate		Amount Assessed	Comment	Project Total
32.50	85.00000	L.F.	2,762.50	BITUMINOUS ST W/CURB & GU	2,762.50

203349                                   71004990027002 102 W JUNIUS AVE  
BETHLEHEM LUTHERAN CHURCH   Block 34  
  
Sect-03 Twp-132 Range-043 ORIGINAL PLAT-FERGUS FALLS S 20' OF 5 &  
ALL OF 6, 7, 8, 9 10, 11 & LOT 12 BLK 34  
  
102 W JUNIUS AVE  
FERGUS FALLS MN 56537 2529

Assessed	Project Rate		Amount Assessed	Comment	Project Total
150.00	85.00000	L.F.	12,750.00	BITUMINOUS ST W/CURB & GU	12,750.00

19333                                   71004990042000 315 S UNION AVE  
HOLIDAY STATION STORES INC   Block 35  
  
Sect-03 Twp-132 Range-043 ORIGINAL PLAT-FERGUS FALLS S 40' LOT 8  
& ALL LOTS 9 & 10 EX ELY 20' LOTS 8, 9 & 10 BLK 35  
  
PO BOX 1224  
MINNEAPOLIS MN 55440 1224

Assessed	Project Rate	Amount Assessed	Comment	Project Total
***** CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA *****				
Project No. 59-61			Type of Public Improvement STREET & UTILITY REPLACEMENT	PRELIMINARY
Public Improvement No. 59-61 000			Location JUNIUS AVENUE	
From UNION AVENUE			To CASCADE ST	

ORIGINAL PLAT

130.00	85.00000	L.F.	11,050.00	BITUMINOUS ST W/CURB & GU	11,050.00
125758			71004990043000	212 W JUNIUS AVE	
DANIEL P & EMILY A JOHNSON				Lot 11 Block 35	
				Sect-03 Twp-132 Range-043 ORIGINAL PLAT-FERGUS FALLS LOT 11 BLK 3	
				5 & VAC ALLEY ADJ E&W, N&S	
212 W JUNIUS AVE					
FERGUS FALLS MN 56537 2531					

Assessed	Project Rate	Amount Assessed	Comment	Project Total	
47.00	85.00000	L.F.	3,995.00	BITUMINOUS ST W/CURB & GU	3,995.00
110834			71004990044000	202 W JUNIUS AVE	
NEUMANN PROPERTIES				Block 35	
				Sect-03 Twp-132 Range-043 ORIGINAL PLAT-FERGUS FALLS LOT 12 BLK 3	
				5 EX N 14' & S 128' OF W 25' OF LOT 13 & S 98' OF E 25' OF 13 & S	
				98' OF LOT 14	
202 W JUNIUS AVE					
FERGUS FALLS MN 56537 2531					

Assessed	Project Rate	Amount Assessed	Comment	Project Total	
150.00	85.00000	L.F.	12,750.00	BITUMINOUS ST W/CURB & GU	12,750.00
19276			71004990046000	402 S COURT ST	
FIRST LUTHERAN CHURCH				Block 36	
				Sect-03 Twp-132 Range-043 ORIGINAL PLAT-FERGUS FALLS LOTS 1 THRU	
				LOT 4 BLK 36 & E 35' LOT 5 & 6 & ALL 7 & 8, N 5' OF 9 & VAC ALLEY	
				S ADJ	
402 S COURT ST					
FERGUS FALLS MN 56537 2527					

Assessed	Project Rate	Amount Assessed	Comment	Project Total	
158.00	85.00000	L.F.	13,430.00	BITUMINOUS ST W/CURB & GU	13,430.00
18354			71004990047000	403 S UNION AVE	
RANDALL & CASEY C HIGHLAND				Block 36	
				Sect-03 Twp-132 Range-043 ORIGINAL PLAT-FERGUS FALLS W 75' OF LOT	
				S 5 & 6 BLK 36 EX EASEMENT	
302 E ALCOTT AVE					
FERGUS FALLS MN 56537 2907					

Assessed	Project Rate	Amount Assessed	Comment	Project Total	
75.00	85.00000	L.F.	6,375.00	BITUMINOUS ST W/CURB & GU	6,375.00
19276			71004990048000	00221 JUNIUS AVE W	
FIRST LUTHERAN CHURCH				Block 36	
				Sect-03 Twp-132 Range-043 ORIGINAL PLAT-FERGUS FALLS W 40' OF E 7	
				5' & EASEMENT ON E 16' OF W 75' OF LOTS 5 & 6 BLK 36	
402 S COURT ST					
FERGUS FALLS MN 56537 2527					

Assessed	Project Rate	Amount Assessed	Comment	Project Total
***** CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA *****				
Project No. 59-61			Type of Public Improvement STREET & UTILITY REPLACEMENT	PRELIMINARY
Public Improvement No. 59-61 000			Location JUNIUS AVENUE	
From UNION AVENUE			To CASCADE ST	

ORIGINAL PLAT

40.00	85.00000	L.F.	3,400.00	BITUMINOUS ST W/CURB & GU	3,400.00
10672	71004990049000	416 S MILL ST			
COUNTY OF OTTER TAIL		Block 37			
ATTN CO AUDITOR		Sect-03 Twp-132 Range-043 ORIGINAL PLAT-FERGUS FALLS BLK 37			
510 W FIR AVE					
FERGUS FALLS MN 56537 1364					

Assessed	Project Rate	Amount Assessed	Comment	Project Total	
375.00	85.00000	L.F.	31,875.00	BITUMINOUS ST W/CURB & GU	31,875.00



Project No. 59-61      Type of Public Improvement STREET & UTILITY REPLACEMENT      PRELIMINARY  
 Public Improvement No. 59-61 000      Location JUNIUS AVENUE  
 From UNION AVENUE      To CASCADE ST

ORIGINAL PLAT-FERGUS FALL

10672  
 COUNTY OF OTTER TAIL  
 ATTN CO AUDITOR

71001990137000 321 S MILL ST  
 Block 33  
 Sect-03 Twp-132 Range-043 ORIGINAL PLAT-FERGUS FALLS LOT 17 EX N  
 2.9' & LOTS 18, 19 & 20 BLK 33

510 W FIR AVE  
 FERGUS FALLS MN 56537 1364

Assessed	Project Rate		Amount Assessed	Comment	Project Total
97.10	85.00000	L.F.	8,253.50	BITUMINOUS ST W/CURB & GU	8,253.50

19752  
 CITY OF FERGUS FALLS

71001990139001 121 W JUNIUS AVE  
 Block 33  
 Sect-03 Twp-132 Range-043 ORIGINAL PLAT-FERGUS FALLS LOTS 21 & 22  
 BLK 33

112 W WASHINGTON AVE  
 FERGUS FALLS MN 56537 2568

Assessed	Project Rate		Amount Assessed	Comment	Project Total
100.00	85.00000	L.F.	8,500.00	BITUMINOUS ST W/CURB & GU	8,500.00

165026  
 BIMBO BAKERIES USA INC  
 ATTN RYAN LLC

71001990144000 00402 CASCADE ST S  
 Block 38  
 Sect-03 Twp-132 Range-043 ORIGINAL PLAT-FERGUS FALLS N 1/3 OF E 1  
 35' OF LOTS 1, 2, & 3 BLK 38

13155 NOEL RD STE 100  
 DALLAS TX 75240 5050

Assessed	Project Rate		Amount Assessed	Comment	Project Total
135.00	85.00000	L.F.	11,475.00	BITUMINOUS ST W/CURB & GU	11,475.00

10672  
 COUNTY OF OTTER TAIL  
 ATTN CO AUDITOR

71001990148000 401 S MILL ST  
 Block 38  
 Sect-03 Twp-132 Range-043 ORIGINAL PLAT-FERGUS FALLS LOTS 5 & 6 &  
 N1/2 OF LOT 7 BLK 38 & PT VAC ALLEY ADJ.

510 W FIR AVE  
 FERGUS FALLS MN 56537 1364

Assessed	Project Rate		Amount Assessed	Comment	Project Total
62.50	85.00000	L.F.	5,312.50	BITUMINOUS ST W/CURB & GU	5,312.50

19752  
 CITY OF FERGUS FALLS

71004990034000 122 W JUNIUS AVE  
 Block 34  
 Sect-03 Twp-132 Range-043 ORIGINAL PLAT-FERGUS FALLS LOTS 13,14,1  
 5,16,17,18,19 & 20 BLK 34

112 W WASHINGTON AVE  
 FERGUS FALLS MN 56537 2568

Assessed	Project Rate	Amount Assessed	Comment	Project Total
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 CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA  
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Project No. 59-61	Type of Public Improvement	STREET & UTILITY REPLACEMENT	PRELIMINARY
Public Improvement No. 59-61 000	Location	JUNIUS AVENUE	
From UNION AVENUE		To CASCADE ST	

ORIGINAL PLAT-FERGUS FALL

200.00	85.00000	L.F.	17,000.00	BITUMINOUS ST W/CURB & GU	17,000.00
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19752  
 CITY OF FERGUS FALLS

71004990040000 227 W WASHINGTON AVE  
 Block 35

112 W WASHINGTON AVE  
 FERGUS FALLS MN 56537 2568

Sect-03 Twp-132 Range-043 ORIGINAL PLAT-FERGUS FALLS ALL 5, 6 & 7  
 BLK 35 N 10' LOT 8, E 20' LOTS 8, 9 & 10 BLK 35 & 12.5' VAC ALL  
 EY LYING E

Assessed	Project Rate	Amount Assessed	Comment	Project Total	
32.50	85.00000	L.F.	2,762.50	BITUMINOUS ST W/CURB & GU	2,762.50

End of Processing			Total for this Public Improvement	161,466.00
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# Council Action Recommendation

**Meeting Date:**

July 17, 2024 – City Council

**Subject:**

PI 5377 – 2024 Mill & Overlay Improvement Project

**Recommendation:**

- 1) Resolution Awarding the construction services contract base bid to Mark Lee Asphalt & Paving in the amount \$245,514.80
- 2) Authorization to ADD street segments to the base contract in an amount not to exceed 25-percent

**Background/Key Points:**

On Tuesday, May 28, 2024, bids were due for the above referenced project. Four (4) bids were submitted at the time of the opening. Mark Lee Asphalt and Paving, Alexandria, MN was the apparent low bidder with a base bid amount of \$245,514.80. The Engineer’s Estimate for construction was \$277,839.50 Please refer to the attached Bid Tabulation for additional information.

City staff has tabulated the bid results and conducted the post bid interview with Mark Lee Asphalt and Paving. The total estimated project cost is as follows:

Item	Total Estimated Cost
Construction Base Contract: Mark Lee Asphalt	\$245,514.80
Construction Contract Increase (Max. 25%)	\$61,300.00
Construction Contingencies @ 5%	\$15,350.00
Engineering Design & Construction Administration	\$37,000.00
Soft costs (publications, printing, etc.)	\$2,000.00
<b>Total Estimated Project Cost</b>	<b>\$361,164.80</b>

Although a bid alternate was received to reconstruct a block of Channing Avenue, we decided these budgeted funds should be prioritized elsewhere such as Pebble Shores Drive based on need. Following discussions with the City Street Department, Pebble Shores Drive needs bituminous patching along with a 2” overlay. Therefore, I am also requesting authorization to ADD approximately 1650’ lineal feet of street paving to the base contract.

**Budgetary Impact:**

The project funding source table:

Funding Source	Total Estimated Amount
2024 Annual Mill & Overlay Budget: Levy	\$324,400.00
Municipal State Aid Maintenance	\$36,764.80
<b>Total Estimated Available Funding</b>	<b>\$361,164.80</b>

**Respectfully Submitted:**

Brian Yavarow, P.E. – City Engineer

**Attachments:**

- PI 5377- Project Location Map
- PI 5377 – 2024 Mill & Overlay Bid Tabulation
- Pebble Shores Drive Exhibit



Alternate Bid

BASE BID  
STREETS

CHANNING AVE.

SHERMAN ST.

SHERIDAN ST.

MABELLE AVE.

ADOLPHUS AVE.

GUSTAVUS AVE.



### 2024 Mill & Overlay Improvement Project Location Map

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.

**ENGINEERING DEPARTMENT, CITY OF FERGUS FALLS  
TABULATION OF BIDS**

Bid Opening Date: May 28th, 2024 at 2:00 P.M.

Project Title: 2024 Mill & Overlay

Pub. Imp. No.: 5377

Project Type: Mill & Bituminous

Location: Mabelle Ave. - Adolphus Ave. to Channing Ave., Adolphus Ave. - Sheridan Str. To Mabelle Ave.  
Sheridan Str. - Adolphus Ave. to Channing Ave., Sherman Str. - Douglas Ave. to Channing Ave.  
Alternate No. 1  
Channing Ave. - Sherman St. to Sheridan St.

**P.I. 5377, 2024 Mill and Overlay Project**

**BASE BID**

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	Mark Lee Excavation		Ferguson Brothers Excavation		Mark Sand & Gravel		Central Specialties		Engineer's Estimate	
				UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
2021.501	MOBILIZATION	LS	1	\$15,000.00	\$15,000.00	\$18,000.00	\$18,000.00	\$40,000.00	\$40,000.00	\$73,175.00	\$73,175.00	\$20,000.00	\$20,000.00
2104.501	REMOVE CURB & GUTTER	L.F.	140	\$15.00	\$2,100.00	\$10.00	\$1,400.00	\$30.00	\$4,200.00	\$30.00	\$4,200.00	\$10.00	\$1,400.00
2104.503	REMOVE CONCRETE PAVEMENT	S.F.	550	\$3.00	\$1,650.00	\$4.00	\$2,200.00	\$8.00	\$4,400.00	\$7.00	\$3,850.00	\$5.00	\$2,750.00
2104.505	REMOVE BITUMINOUS PAVEMENT 3"-5" TH.	S.Y.	999	\$5.00	\$4,995.00	\$6.00	\$5,994.00	\$7.70	\$7,692.30	\$8.10	\$8,091.90	\$7.00	\$6,993.00
2232.501	MILL BITUMINOUS SURFACE (1.5")	S.Y.	14,674	\$2.20	\$32,282.80	\$1.95	\$28,614.30	\$2.10	\$30,815.40	\$4.00	\$58,696.00	\$3.00	\$44,022.00
2232.501	MILL BITUMINOUS SURFACE (5")	S.Y.	1,279	\$5.00	\$6,395.00	\$3.85	\$4,924.15	\$6.85	\$8,761.15	\$14.00	\$17,906.00	\$5.00	\$6,395.00
2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	799	\$5.00	\$3,995.00	\$2.50	\$1,997.50	\$5.00	\$3,995.00	\$3.50	\$2,796.50	\$2.00	\$1,598.00
2360.501	TYPE SP 9.5 WEARING COURSE MIX (SPWEA2308)	TON	1,373	\$81.00	\$111,213.00	\$73.00	\$100,229.00	\$98.55	\$135,309.15	\$99.00	\$135,927.00	\$90.00	\$123,570.00
2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (SPNWB2308)	TON	394	\$81.00	\$31,914.00	\$72.00	\$28,368.00	\$98.55	\$38,828.70	\$96.00	\$37,824.00	\$90.00	\$35,460.00
2504.602	ADJUST GATE VALVE & BOX	EACH	19	\$100.00	\$1,900.00	\$450.00	\$8,550.00	\$1,000.00	\$19,000.00	\$350.00	\$6,650.00	\$150.00	\$2,850.00
2506.522	ADJUST FRAME & RING CASTING, (Manhole)	EACH	25	\$400.00	\$10,000.00	\$800.00	\$20,000.00	\$1,500.00	\$37,500.00	\$1,000.00	\$25,000.00	\$300.00	\$7,500.00
2521.501	4" CONCRETE WALK	S.F.	775	\$10.00	\$7,750.00	\$11.00	\$8,525.00	\$10.00	\$7,750.00	\$10.00	\$7,750.00	\$10.50	\$8,137.50
2531.501	CONCRETE CURB & GUTTER DESIGN B618	L.F.	140	\$30.00	\$4,200.00	\$40.00	\$5,600.00	\$40.00	\$5,600.00	\$40.00	\$5,600.00	\$32.00	\$4,480.00
2531.618	TRUNCATED DOME, TYPE C.I. (2'X5' TRUNCATED DOME)(RED)	EACH	6	\$600.00	\$3,600.00	\$750.00	\$4,500.00	\$750.00	\$4,500.00	\$750.00	\$4,500.00	\$700.00	\$4,200.00
2563.601	TRAFFIC CONTROL	LS	1	\$3,000.00	\$3,000.00	\$2,480.00	\$2,480.00	\$10,000.00	\$10,000.00	\$2,490.00	\$2,490.00	\$3,000.00	\$3,000.00
2573.533	Inlet Protection, Type B (Rock Log) (6 LF MIN.)	EACH	28	\$125.00	\$3,500.00	\$125.00	\$3,500.00	\$125.00	\$3,500.00	\$125.00	\$3,500.00	\$125.00	\$3,500.00
2574.525	COMMOM TOPSOIL BORROW	C.Y.	8	\$100.00	\$800.00	\$100.00	\$800.00	\$300.00	\$2,400.00	\$75.00	\$600.00	\$65.00	\$520.00
2575.501	SEEDING	S.Y.	52	\$10.00	\$520.00	\$10.00	\$520.00	\$10.00	\$520.00	\$10.00	\$520.00	\$12.00	\$624.00
2575.562	HYDRAULIC MATRIX TYPE MULCH	LB	70	\$10.00	\$700.00	\$10.00	\$700.00	\$10.00	\$700.00	\$10.00	\$700.00	\$12.00	\$840.00

**BASE BID TOTALS: \$245,514.80 \$246,901.95 \$365,471.70 \$399,776.40 \$277,839.50**

**P.I. 5377, 2024 Mill and Overlay Project**

**ALTERNATE NO. 1 BID**

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	Mark Lee Excavation		Ferguson Brothers Excavation		Mark Sand & Gravel		Central Specialties		Engineer's Estimate	
				UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
2104.501	REMOVE CURB & GUTTER	L.F.	20	\$15.00	\$300.00	\$10.00	\$200.00	\$30.00	\$600.00	\$30.00	\$600.00	\$10.00	\$200.00
2104.503	REMOVE CONCRETE PAVEMENT	S.F.	75	\$3.00	\$225.00	\$8.00	\$600.00	\$8.00	\$600.00	\$7.00	\$525.00	\$5.00	\$375.00
2232.501	MILL BITUMINOUS SURFACE (5")	S.Y.	1,891	\$2.20	\$4,160.20	\$3.85	\$7,280.35	\$6.85	\$12,953.35	\$14.00	\$26,474.00	\$5.00	\$9,455.00
2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	95	\$5.00	\$475.00	\$2.50	\$237.50	\$10.00	\$950.00	\$3.50	\$332.50	\$2.00	\$190.00
2360.501	TYPE SP 9.5 WEARING COURSE MIX (SPWEA2308)	TON	163	\$81.00	\$13,203.00	\$73.00	\$11,899.00	\$98.55	\$16,063.65	\$99.00	\$16,137.00	\$90.00	\$14,670.00
2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (SPNWB2308)	TON	326	\$81.00	\$26,406.00	\$72.00	\$23,472.00	\$98.55	\$32,127.30	\$96.00	\$31,296.00	\$90.00	\$29,340.00
2506.522	ADJUST FRAME & RING CASTING, (Manhole)	EACH	3	\$400.00	\$1,200.00	\$800.00	\$2,400.00	\$1,500.00	\$4,500.00	\$1,000.00	\$3,000.00	\$300.00	\$900.00
2521.501	4" CONCRETE WALK	S.F.	105	\$10.00	\$1,050.00	\$11.00	\$1,155.00	\$10.00	\$1,050.00	\$10.00	\$1,050.00	\$10.50	\$1,102.50
2531.501	CONCRETE CURB & GUTTER DESIGN B618	L.F.	20	\$30.00	\$600.00	\$45.00	\$900.00	\$40.00	\$800.00	\$40.00	\$800.00	\$32.00	\$640.00
2531.618	TRUNCATED DOME, TYPE C.I. (2'X5' TRUNCATED DOME)(RED)	EACH	1	\$600.00	\$600.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$700.00	\$700.00
2573.533	Inlet Protection, Type B (Rock Log) (6 LF MIN.)	EACH	2	\$125.00	\$250.00	\$125.00	\$250.00	\$125.00	\$250.00	\$125.00	\$250.00	\$125.00	\$250.00
2574.525	COMMOM TOPSOIL BORROW	C.Y.	3	\$100.00	\$300.00	\$100.00	\$300.00	\$400.00	\$1,200.00	\$75.00	\$225.00	\$65.00	\$195.00
2575.501	SEEDING	S.Y.	12	\$10.00	\$120.00	\$10.00	\$120.00	\$10.00	\$120.00	\$10.00	\$120.00	\$12.00	\$144.00
2575.562	HYDRAULIC MATRIX TYPE MULCH	LB	35	\$10.00	\$350.00	\$10.00	\$350.00	\$10.00	\$350.00	\$10.00	\$350.00	\$12.00	\$420.00

**ALTERNATE NO. 1 BID TOTALS: \$49,239.20 \$49,913.85 \$72,314.30 \$81,909.50 \$58,581.50**



1:4,800

## PEBBLE SHORES DRIVE

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



## Council Action Recommendation

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Page 1 of 1

**Meeting Date:** June 12, 2024

**Subject:** Contract Mowing Services

**Recommendation:** Approve a contract with Atlas Outdoor Services, to provide contract mowing services for the 2024-2025 mowing seasons.

**Background/Key Points:** City Code section 95.04 requires that “**No owner or occupant shall allow any turf grass, weeds, native vegetation or rank vegetation to grow to a height greater than six inches on any lot or parcel of land**”. If a complaint is received and verified by staff or otherwise noted by staff that such a condition exists, the property owner will be given written notice (in person or by mail) to comply with the code. If the issue is not resolved by the date specified, the contract mower will be notified to mow/trim the property.

Atlas Outdoor services will charge \$55.00/hr. for use of a commercial mower, \$75.00/hr. for a “hill mower” and \$45.00/hr. for trimmer and blower use.

**Budgetary Impact:** All costs for these services are invoiced to the property owner, if the invoice goes unpaid, the costs will be certified to the property tax of the particular parcel.

**Respectfully Submitted:** Len Taylor, Public Works Director

**Attachments:** None



RESOLUTION #\_\_-2024  
RETIREMENT OF RANDEE REMER

WHEREAS, Randee Remer has submitted her intent to retire effective June 28, 2024, and,

WHEREAS, Randee was hired as a Utility Receptionist on June 20, 2001 and,

WHEREAS, on November 19, 2018, her title became Customer Service/Payment Coordinator, a position she has held until the present time and,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Fergus Falls, Minnesota, to accept the resignation of Randee Remer and thank her for 23 years of dedicated service as an employee to the City of Fergus Falls.

The above and foregoing resolution was offered at a regular meeting of the City Council held on June 17, 2024, by Council Member \_\_\_ who moved its adoption, was seconded by Council Member \_\_\_ and adopted by the following vote:

AYES:

NAYS:

Whereupon the above resolution was duly adopted.

ATTEST:

ADOPTED:

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

\_\_\_\_\_  
Mayor

City Council Minutes  
June 3, 2024

The Fergus Falls City Council held a regular meeting on Monday June 3, 2024, at 5:30 pm in the City Council Chambers. Pastor Dave Foss gave the invocation, and the Pledge of Allegiance was recited. Mayor Schierer called the meeting to order at 5:32 pm and the following council members were in attendance: Rachels, Hicks, Fish, Kvamme and Kremeier. Job and Rufer were absent.

No one appeared for the open forum.

### **Approval of Agenda**

A motion and second were made by Hicks and Rachels to approve tonight's agenda with the removal of the minutes from the consent agenda and the motion carried.

### **Consent Agenda**

The following items were approved under **Resolution #107-2024** by Fish: A motion approving the following licenses: Fireworks Sales Otter Tail Plaza, 3302 W Highway 210 for sales June 10-July 10; Mechanical Johnson Sheet Metal, API HVAC Services (dba Metropolitan Mechanical Contractors); Minnesota Lawful Gambling Permit Fergus Falls Fish & Game Club for a raffle on August 13 at the W Otter Tail County Fairgrounds, Fergus Falls A Center for the Arts for a raffle on December 13 at A Center for the Arts. **Resolution #108-2024** authorizing the submission of a West Central Initiative grant on behalf of the Fergus Falls Public Library. **Resolution #109-2024** extending the Memorandum of Understanding with the US Fish & Wildlife Service for the Prairie Wetlands Learning Center for an additional five-year term. **Resolution #110-2024** declaring Unit 2093 as surplus property and authorizing the proceeds to be used towards a new vehicle in the police department fleet. **Resolution #111-2024** authorizing the submission of a 2024-2026 ARMER equipment grant to replace police department portable radios. The resolution was seconded by Kvamme and was adopted.

### **Minutes**

Kremeier asked for an amendment to the May 20, 2024, minutes to reflect a petition was given to him by 5 individuals of the third ward regarding the third ward vacancy. A motion and second were made by Kremeier and Rachels to approve the minutes of the open and closed May 20, 2024, City Council meetings and the May 29, 2024, Committee of the Whole meeting as amended and the motion carried.

### **2023 Audit Report**

Kvamme offered **Resolution #112-2024** accepting the 2023 audit, which was seconded by Fish and was adopted.

### **Sale of Property, 1022 N Cleveland Ave**

On May 20, the council introduced a land sale and accepted a letter of intent from Key Property Investments to purchase the city owned property located at 1022 N Cleveland Avenue for \$12,000 to build a new single-family home with attached garage with the stipulation the property would not be eligible for the city's property tax rebate. Hicks offered **Resolution #113-2024** approving the sale of city owned property located at 1022 N Cleveland Avenue, which was seconded by Rachels and was adopted.

### **Sale of Property and Letter of Intent, 1018 E Mt Faith Ave**

The city has been asked to consider selling the 0.18 acre of land adjacent to 1018 E Mt Faith by those property owners. They are offering \$3,200 for the parcel and the city has no plans for its use. Fish offered **Resolution #114-2024** accepting a letter of intent to purchase the city owned property located at 1018 E Mt Faith Avenue and introducing the land sale, which was seconded by Kremer and was adopted.

### **Ordinance 58, Eighth Series, Cannabis Zoning**

Ordinance 58, Eighth Series, Cannabis Zoning was introduced by Kvarme and declared to have its first reading. Mayor Schierer opened the floor for public comment.

- Emily McCune representing Sugar High opposed the proposed ordinance language not allowing cannabis retail sales downtown and the hardship her business would have if they could only operate in a commercial or industrial zone. She urged the council to reconsider their ordinance.
- Kris Stach, representing Elevate opposed the proposed ordinance language and felt the city should have solicited input from the businesses that would be affected by the proposed zoning. He believes the proposed zoning would be counterproductive in the city's efforts to revitalize the downtown and he spoke about the foot traffic their business brings to the community.
- Jacob Bittner spoke about communities in Colorado that flourished when cannabis was allowed and felt the city should allow dispensaries to operate downtown to increase foot traffic and help other downtown businesses.
- Derrick Pfingsten felt not allowing cannabis retailers downtown would encourage the perception Fergus Falls is a dying town by turning away businesses. He spoke about the number of people the 420 Fest attracted downtown. He did not feel the council had enough public engagement and this council decision reflects poorly on the community.
- Lisa Workman spoke on behalf of the Chamber acknowledging the difficult decision the council needs to make. She encouraged allowing cannabis retail sales downtown to offer a mix of goods and services and for the city to be business friendly.
- Jasmine Sonmor representing Sugar High felt if the city wants growth and to be business friendly, they should reconsider the ordinance as cannabis will benefit the economic development of the community and stated her opinion the proposed ordinance is unjust.
- Martin Mollenhauser felt this ordinance has the potential to negatively impact downtown businesses and proposed the council consider offering a variance or conditional use permit to allow cannabis sales downtown.

Mayor Schierer thanked the speakers for their input and noted the second reading of the ordinance will be held on June 17.

**Resolution of Accounts**

Fish offered a resolution authorizing the payments and claims in the amount of \$1,260,902.17, which was seconded by Rachels and was adopted.

The meeting adjourned at 6:08 pm

*Lynne Olson*

DRAFT

Committee of the Whole Meeting  
June 12, 2024

The Fergus Falls City Council held a Committee of the Whole meeting on June 12, 2024, at 7:00 am in the City Council Chambers. Mayor Schierer called the meeting to order, and the following council members were in attendance: Hicks, Fish, Job, Kvamme, Rufer, and Kremeier. Rachels was absent.

**Council Vacancy Update**

Nate Kunde and Mike Mortenson submitted their letters of interest and a summary of qualifications for the vacant Ward 3 council position by the June 11 deadline. There will be a council work session on June 17 at 4:30 pm to learn more about the candidates, ask them several prepared questions as well as two “on the fly” questions. Staff recommended the council to consider the applicants and to fill the vacancy by a resolution of five affirmative votes for one candidate at the council meeting that evening. If a council member is approved, they will be sworn in and immediately seated as a member of the City Council to fill the unexpired term. In addition to the work session and council meeting there will also be a closed meeting and a Port Authority meeting held on June 17.

**2024 Bond Sale**

On June 17 the council will be asked to facilitate the sale of General Obligation Bonds, Series 2024A to finance the aquatic center, DeLagoon Park improvements, and city improvement projects 5959 and 5960. The sales tax and special assessments collected to date would be applied directly to the projects and not included in the bond sale. The sales tax projects total \$20,751,670 (including interest) while the PIR bonds will require a levy of \$1,113,859. On June 17 the city’s advisor at Baker Tilly will review the information and ask the council to set the dates and terms. After a credit rating call with Moody’s, the bond sale and consideration of award would take place on July 15 with the bond proceeds received by the city on August 1.

**Scenic Drive Infrastructure Projects**

The city received a 100% petition for infrastructure improvements on Scenic Drive from Pebble Shores Drive to Pebble Hills Drive. The Preliminary Engineering Report is complete, and a portion of the project is proposed to be funded by special assessments as the improvements to the water main, sanitary sewer and sewer service benefit the abutting property. Three options were considered, and staff are recommending both Options 1 and 3 be implemented. Option 1 would construct 1100 lineal feet of 12” water main to serve future homes on the seven newly platted lots in the 2nd Addition of Pebble Hills Estates. Option 3 addresses the possible extension of the 8” sanitary sewer main to the west for an additional 450 lineal feet and would provide potential service to four additional platted lots. The preliminary cost estimate for the two options is \$365,000 and tentative funding sources include PIR bonds, the city’s sanitary sewer fund and the water fund in addition to the deferred special assessments. Option 2 could be utilized as development occurs. A motion and second were made by Fish and Hicks to recommend the council accept the Preliminary Engineering Report for PI 8231 (Option 1) and 7224 (Option 3); to initiate PI 7224, the sanitary sewer on Scenic Drive from 200’ south to 600’ south of Pebble Shores Drive and to set the preliminary improvement project hearing date for PI 7224 and 8231 for August 5, 2024, at 5:30 pm and the motion carried.

**Frontier Drive Stormwater Analysis Project**

Stormwater generated in the NW area of town (the Frontier Drive and Western Avenue area) currently drains into a 500-acre watershed through an existing city owned storm sewer pipe network.

It discharges into the I-94 right of way, flows into a large culvert below TH 210 and eventually into the Otter Tail River. MnDOT is concerned with the drainage entering their right of way and the potential impact the increased stormwater discharge could have on critical transportation facilities. The city has received a grant from the MPCA to analyze the area, identify sources of stormwater runoff and develop improvement alternatives and solutions. The total estimated cost for the work is \$61,700. The grant would cover 86% of these costs (\$52,855) leaving a local share of \$8,845 which would be funded by the Storm Sewer Enterprise Fund. A motion and second were made by Hicks and Rufer to recommend the council initiate PI 7225, the NW area stormwater analysis project, to accept the MPCA's SWC grant in the amount of \$52,855 and to accept Bolton & Menk's professional services agreement for Stormwater Analysis in the amount of \$58,728 and the motion carried.

### **Cannabis Zoning Ordinance Update**

At the June 3 council meeting Ordinance 58, Eighth Series, Cannabis Zoning received its first reading. Chief of Public Safety Kile Bergren explained in 2023 the city was inundated with multiple inquiries when the state legalized cannabis sales and usage. The council set a moratorium that allowed the four existing businesses to continue selling hemp-derived products, but it did not allow new businesses until January 1, 2025, so the state had time to set up the Office of Cannabis Management and provide more guidance. He referenced Minnesota Statute 342.13 that states the city's powers in this matter. A local unit of government may not prohibit the usage of these products, but cities are allowed to develop model ordinances with reasonable restrictions on the time, place and manner of operations, to develop forms and procedures for the issuance of a retail registration and to perform compliance checks. The local unit of government is allowed to determine the local zoning, building code and fire codes and the state may not issue a license if a cannabis business does not meet the local zoning and land use laws. Local governmental units are allowed to prohibit these business operations within 1000 feet of a school, or 500 feet from a day care, residential treatment facility, or attractions within a public park regularly used by minors. At the 2024 annual meeting the mayor appointed three members of the council and himself to the working group referred to as the Council Cannabis Committee. The committee has met since January to consider the zoning and buffers and have brought their recommendations to a council work session, a council meeting, and they asked the Planning Commission to consider the allowed zoning which resulted in Ordinance 58.

Bergren acknowledged this is a highly polarized topic that won't completely satisfy everyone, but a decision needs to be made that is an acceptable community standard. He addressed comments made at the June 3 council meeting that hemp derived businesses have not been disruptive to the community and stated there have been more complaints to the police department, city hall and the council in the past year regarding these cannabis businesses than there were in the past 5 years of alcohol sales. The 420 Festival held in April also resulted in negative public comments. He said the hemp infused products sold by the municipal liquor store are allowed by Ordinance 41 and the committee has agreed other liquor establishments should be allowed the opportunity to sell the hemp infused products in conjunction with their 2025 liquor license renewals.

Regardless of the council's stance on cannabis, it is a state law the city needs to comply with. Communities with a population exceeding 12,500 must grant at least one license but could allow an unlimited number of licenses. The consensus of the Council Cannabis Committee was to allow sales in the B-6 and industrial zones, but not in the B-3 zone due to the higher buffers as allowed by state statute. When the Planning Commission reviewed the issue they were in favor of allowing sales in the B-3 zone with a conditional use permit but without buffers. The committee offered a compromise

to allow the sales in a B-6 zone and to reduce the buffers. The council held a first reading on June 3 with this language. Since then, several council members have asked for further discussion. Bergren shared an amended ordinance he feels bring compromise by allowing retail sales in a B-3 zone with a conditional use permit and to include a 250' buffer from public or private schools, daycares, residential treatment facilities or from any other cannabis business. He reminded the council if they don't act on the zoning issue, then retail sales would be allowed in all zones.

Kvamme spoke as a member of the Council Cannabis Committee and the city is considering this issue due to the state law. He felt the committee provided a compromise in the original ordinance language and his opposition to allowing any retail sales downtown, especially with the number of residential units located in the area. Rufer disagreed and felt cannabis usage has been legalized by the state and has an undeserved stigma. The city allows alcohol to be sold downtown, which some could argue is more harmful. He was in favor of allowing cannabis sales with a conditional use permit in a B-3 zone as it brings another retail component to our downtown shopping experience and felt it was beyond the council's purview to decide who and what types of businesses are allowed. Hicks agreed whether the city likes the thought of cannabis sales or not, it is legal. He felt allowing the sales in a B-3 zone with a conditional use permit is a good compromise as the city can implement conditions on the cannabis retailers. If a business fails to meet those conditions, the council could revoke the license. The council will be asked to adopt ordinance language through a second reading of the ordinance on June 17.

The meeting adjourned at 7:54 am

*Lynne Olson*

FOR COUNCIL MEETING JUNE 17, 2024

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

Paving/Sidewalk

A/C Masonry

Mobile Food Vendor Permit

This Little Piggy Inc. (dba A'Britin)

Mother Goose & Beans

Rejoice Coffee Company

Miller Concessions (3 food trucks)

Full Liquor

Stella's Restaurant & Bar

Minnesota Lawful Gambling Permit

Elizabeth Lions Club for BINGO at the West Ottertail County Fairgrounds July 17-20, 2024





# City Council Memo

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Page 1 of 1

**Meeting Date:**

June 3, 2024- City Council

**Subject:**

Introduction of Letter of Intent to purchase property from the City of Fergus Falls.

**Recommendation:**

Consider the attached LOI in an open session of City Council.

**Background/Key Points:**

1018 East Mount Faith Ave is bounded to the east by parcel 71002500083000, a small parcel owned by the City of Fergus Falls. For years the homeowners have assumed the parcel was simply part of their larger parcel, but recently discovered it's not. After discussion with the engineering department at the City of Fergus Falls and checking with local utilities, it has been determined that no harm would be done if the city parted with the parcel and allowed the homeowners to absorb it into their property. See attached cover letter and LOI from the homeowners.

The homeowners are offering a fair market price for the property based on county tax records. The parcel alone is not large enough for a home. Selling the property for family use is arguably the best and highest use of the property.

**Budgetary Impact:**

\$3,200 would be paid to the City of Fergus Falls for the purchase of the property.

**Originating Department:**

Administration

**Respectfully Submitted:**

Andrew Bremseth, City Administrator

May 29, 2024

Sarah Estep-Larson and Benjamin Durbin  
1018 East Mount Faith Avenue  
Fergus Falls, MN 56537

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

**Email:** [Andrew.Bremseth@ci.fergus-falls.mn.us](mailto:Andrew.Bremseth@ci.fergus-falls.mn.us)

RE: Intent to Purchase Real Property – Parcel Number 71-002-50-0083-000

Dear Mr. Bremseth,

We submit the accompanying Letter of Intent to request the City's consideration to allow us to purchase the 35' x 220' strip of land owned by the City of Fergus Falls (parcel no. 71002500083000) located directly to the east of our home at 1018 East Mount Faith Avenue in Fergus Falls (parcel no. 71002500084001). This land has been treated as part of the yard of our home for quite a length of time, and we have mowed and maintained the land, trimmed the lilac trees that line the far east side of the parcel, and maintained a sweet little peony garden near the street that appears to have been here since long before the home was purchased by Ben in 2017. Until looking into the property lines more closely last month through the County's GIS Web Map App in anticipation of finishing our driveway and exploring the options available to add a side parking pad or structure, it was not known to us that we did not own this small strip of land that we had thought was part of a yard. We have included a screenshot of the aerial view of the two parcels from the GIS webpage for reference.

To remedy this issue, we would like to submit our Letter of Intent to purchase the 0.18-acre parcel from the City so that it can be combined with our adjacent .52-acre parcel and we can continue to maintain the land as part of our yard and utilize it for our family's needs. We plan to finish our driveway by paving the gravel middle portion between the apron and our two-car garage so the driveway is uniform, and we would like to pour an additional slab off to the east of the present driveway so that we have a space for our children to park in the coming years. We had been hoping to move a two-stall garage with a finished upper level to use as a home office onto the space this spring, but that building has since sold while we worked to clarify the property lines of our lot and determine the necessary next steps. While we are disappointed to have missed the opportunity to purchase that particular building, we continue to consider future options that would further improve the property value and functionality of this land, but we cannot utilize this space without first making what we thought was our side yard *actually* our side yard. Early on this April, we were in contact with the City Engineering Department and the local utility companies to ensure we would be able to use the land in the manner we had originally planned. Matt Harrington, Senior Engineering Technician, was very helpful and responsive to our calls inquiring about the parcel, and he spoke with City Engineer Brian Yavarow and confirmed that they did not identify any issues or City sewer or utility access needs that would prevent our purchase of the land for the proposed use. Additionally, both Great Plains Natural Gas and Otter Tail Power Company representatives confirmed that there were no gas line or power line issues that would prevent the use of the land for our intended purpose. We have attached the email correspondence with the utility companies for your review and consideration.

Both the parcel on which our home is located and the adjacent parcel we wish to purchase from the City are zoned as R-1 (One Family Residence District), which should make combining the two parcels

easier. We have included a printout from the City of Fergus Falls GIS Map App showing the parcels within the same zoning district. We have also attached the CAMA data from the County Assessor's webpage and property tax information showing that this .18 acres tax-exempt parcel has been recently valued between \$2,800 and \$3,200. We would like to extend an offer to purchase the 7,679 square foot parcel for \$3,200.00, the estimated fair market value sale price of the land based off the 2024 Assessor's information regarding the parcel. Combining this parcel with our own would again make the land taxable as part of our residential homestead property, benefiting the City and County with the regular payment of the additional property taxes assessed going forward. There are no anticipated costs to be incurred by the City or public from the sale of this parcel, and transferring this land to be combined with that on which our home sits would not restrict the City's access to the 1.70-acre City-owned parcel directly behind our property (parcel no. 71002500100000), as that land is directly adjacent to an additional 1.22 acres also owned by the City (parcel no. 71002500094000). The 1.22-acre parcel also includes a 35' x 220' strip which has an access road used to reach the larger back portion and the homes of our neighbors at 1024 and 1028 East Mount Faith Avenue and would not be impacted by our proposed purchase aside from our request to grant us an easement to use the road to access our property from the road that is already in existence. A screenshot of the aerial view of this larger parcel from the GIS webpage is attached for reference.

We do not anticipate significant costs or expenses to us as the buyers at the present time beyond the purchase price of the land, as there are no hazards or current structures on the parcel to address through demolition, remediation, etc. Our request to purchase is not conditional upon our ability to obtain financing, as we are making a cash offer. The proposed improvements detailed above would only be made after receiving all necessary permits from the City and County authorities and would conform with all zoning rules and regulations. We would confer with and contract with various professionals for work that is outside our skill level and prior experience once another building is purchased for moving to the location or to construct a new building on-site. Any such improvements, once completed, would further increase the tax assessed value and provide for additional tax income to the benefit of the City and County.

Please do not hesitate to contact us regarding our request, and please do let us know if there is any additional information or amendments to the submission required to ensure that it conforms with the City's Policy and Procedures for Disposition of City Owned Real Estate. We ask that should City staff determine that our proposal meets requirements and substantially accomplishes the objectives and goals of the Policy, that it be presented to the City Council for consideration and approval for a resolution authorizing the contract for sale of the land we hope to acquire so that a formal, definitive purchase agreement regarding the same may be drafted and executed. We respectfully request a closing date to be set for August 1<sup>st</sup>, or earlier if agreed upon in writing between the parties, as we would like to take possession of the land immediately upon closing so that we may begin coordinating any improvements that are able to be completed this summer.

Thank you kindly for your time and for your consideration of our proposal. We look forward to hearing from you.

Sincerely,



Sarah Estep-Larson and Benjamin Durbin

Encl.



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# Council Action Recommendation

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Page 1 of 2

**Meeting Date:**

June 12, 2024 – Committee of the Whole

June 17, 2024 – City Council

**Subject:**

Scenic Drive Infrastructure – Pebble Shores Drive to Pebble Hills Drive

**Recommendation:**

- Accept the Preliminary Engineering Report (PER) for PI Nos. 8231 & 7224
- Initiate P.I. No. 7224 – Sanitary Sewer on Scenic Drive: From 200’ South to 660’ South of Pebble Shores Drive.
- Set the Preliminary Improvement Project Hearing date for P.I. No.s 7224 & 8231 for **August 5, 2024**

**Background/Key Points:**

The Preliminary Engineering Report is complete for the above referenced project.

**The PER recommends that Option No. 1 (12” water main constructed adjacent to 2<sup>nd</sup> Addition to Pebble Hills Estates) and Option No. 3 (8” Sanitary Sewer constructed from 200’ South to 660’ South of Pebble Shores Drive) move forward as projects.**

In general, from an engineering standpoint, these projects are feasible, cost effective, and necessary to complete underground infrastructure improvements in the immediate area. Please refer to the attached report for detailed information.

A portion of this public improvement project is proposed to be special assessed per City Policy following MN Statute Chapter 429 requirements. The proposed amount funded by special assessments consists of portions of the 12” watermain, 8” sanitary sewer main and 6” sewer service improvements that abuts the benefitting property. Unique conditions exist for the special assessment of a “new” construction project because of the varied nature of the ownership and usage of the affected property (undeveloped lots, back lots, unplatted property, etc.). Also, consideration should be given to the existing deferred special assessments established in past practice to encourage development in the overall area. It is thought that conferring “Deferred” status on all these “new” special assessments would be consistent with past practice in this particular area. Recovery of these new costs, as well as the currently deferred costs, would be through the future connection to the City utility systems as these lots develop.

The preliminary assessment roll has been prepared using a “Unit” special assessment method as was used for previous infrastructure improvements in this area.

If acceptable, the next step is to schedule the **Preliminary Improvement Project Hearing for August 5, 2024, at 5:30 P.M. in these Council Chambers.** A legal publication along with individual notices will be sent to all subject properties.

**Budgetary Impact:**

The preliminary estimated construction cost is \$365,000 (Option 1 + Option 3). Tentatively the funding sources are as:

- PIR Bonds (Sanitary Sewer & Water main Special Assessment - Deferred)
- City Sanitary Sewer Fund
- City Water Fund

**Respectfully Submitted:**

Brian Yavarow, P.E. - City Engineer

**Attachments:**

Project Location Map

Preliminary Engineering Feasibility Report for PI Nos. 8231 & 7224



# Preliminary Engineering Report

2024 Water Main & Sanitary Sewer Improvements

P.I. No. 8231

P.I. No. 7224


Scenic Drive


Second Addition to Pebble Hills Estates

Pebble Hills Estates First Addition

Prepared by:  
City of Fergus Falls, Engineering Department

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

  
\_\_\_\_\_  
Brian P. Yavarow, P.E.  
Registration No. 48363

  
\_\_\_\_\_  
Date

June 2024  
P.I. No. 8231, etc.

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2024 Water Main & Sanitary Sewer  
Improvements  
Public Improvements No. 8231 & 7224  
Feasibility Report  
Fergus Falls, Minnesota

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## Background

The City of Fergus Falls City Council has authorized the Engineering Department to prepare a report outlining estimated costs, special assessments, and schedule for construction of a 12” Water Main and 1” water services Improvement. The project is on Scenic Drive adjacent to the seven lots of the 2<sup>nd</sup> Addition to Pebble Hills Estates. This project is hereafter referred to as P.I. No. 8231.

A map of the proposed project area is included in this report as Exhibit 1.

This report will provide the estimated costs and proposed special assessments associated with the proposed project. This information is intended to assist the City Council and affected property owners in deciding the feasibility of the project from an engineering/financial standpoint.

This improvement has been initiated by a 100% Petition from the original property owner for the seven lots in the 2<sup>nd</sup> Addition of Pebble Hills Estates. Since that time three lots have already been transferred to new owners (Two of which are currently backlots for the owner on Pebble Hills Drive). Four lots remain in ownership with the original petitioner. Also, the petition does not mention the unplatted property to the north and east, adjacent to Scenic Drive, which would also benefit from this improvement in the future. **For these reasons, the proposed improvement should follow the full process for a preliminary project hearing. This project should be treated as if it had been initiated solely by City Council action, requiring a super majority vote to move forward from the preliminary project hearing.**

This report also reviews the completion of the sanitary sewer and services on Scenic Drive to serve Lots 2-5, Block 1, Pebble Hills Estates 1<sup>st</sup> Addition. **This project is hereafter referred to as P.I. No. 7224, would need to be initiated by the City Council, and would follow the same process as noted for P.I. No. 8231.**

## Existing Conditions

P.I. No. 8231: The improvement area consists of undeveloped property for future residential housing located on Scenic Drive, located adjacent to or across from and including, the recently platted (2022) seven lots of the 2<sup>nd</sup> Addition to Pebble Hills Estates. The entire project area is presently served by existing sanitary sewer and sewer services as well as a minimum maintenance, aggregate surface road. This entire undeveloped area has “deferred” special assessments in place for those previously completed improvements.

The existing 12” water main stops on the north edge of the 2<sup>nd</sup> Addition of Pebble Hills Estates. There is also another existing water main at the south intersection of Pebble Hills Drive and Scenic Drive. This gap in the existing 12” water main layout is approximately 2,100 feet in length.

P.I. No. 7224: The improvement area consists of platted lots and undeveloped property for future residential housing located on Scenic Drive, located across from, and including, Lots 2-5, Block 1, Pebble Hills Estates 1<sup>st</sup> Addition. This project area is presently served by an existing water main as well as a minimum maintenance, aggregate surface road. This area has

“deferred” special assessments in place for previously completed improvements.

## **Proposed Improvements**

There are three options to be considered regarding the limits of the proposed improvements. These will be addressed separately as follows:

**Option 1 (P.I. No. 8231):** The improvements proposed to the Public Improvement No. 8231 area will consist of the construction of approximately 1,100 lineal feet of 12” Water Main. The original petition included 1” water lines as part of the project to serve future houses on the seven newly platted lots in 2<sup>nd</sup> Addition of Pebble Hills Estates. These property owners should separately request the installation of any desired water services because of the nature of the existing backlot ownership in this area. This area is part of the submitted petition. This water main would also serve the unplatted property to the north and east, adjacent to Scenic Drive. As this property is currently unplatted no water services will be installed to the unplatted property as part of this improvement. The proposed water main would be installed beneath the existing ditch (greenspace) therefore, future water service installations could happen via trenchless methods and be installed at the optimal location to serve the adjacent properties’ needs. The existing road will be restored to its original condition at the completion of the project.

**Option 2 (P.I. No. 8231 Extended):** This report will also address the possible extension of the 12” water main for an additional 1,000 lineal feet. This would cover the gap between the south end of the originally petitioned 2<sup>nd</sup> Addition of Pebble Hills Estates, proceed along the R/W adjacent to Block 1 of the 3<sup>rd</sup> Addition to Pebble Hill Estates and end at the intersection of Scenic Drive and Pebble Hills Drive. This additional extension work would allow for completion of the intended water main loop which would provide more reliable service to the area residents as well as less potential maintenance for the City. This water main would also serve the unplatted property to the east, adjacent to Scenic Drive. Water Services will not be installed for the currently unplatted property as part of this improvement. The potential installation of 1” water services into the existing eight platted lots (3<sup>rd</sup> Addition) on the west side of Scenic Drive is to be considered under this option, only at the request of the individual property owners. Similar to option No. 1, the proposed watermain would be installed beneath the existing ditch (greenspace) therefore, future water service installations could happen via trenchless methods and be installed at the optimal location to serve the adjacent properties’ need. The existing road will be restored to its original condition at the completion of the project.

**Option 3 (P.I. No. 7224):** This report will further address the possible extension of the 8” sanitary sewer main to the west for an additional 450 lineal feet. This extension would complete the sanitary sewer system on Scenic Drive and provide potential service to an additional four platted lots. The 4” Sewer Services would also be installed at this time to connect to these lots as part of this project because of their location under a future street improvement. There are five (estimated) unplatted lots in the same area (opposite side of street) that would not sewer service installation into Scenic Drive, unless specifically requested by the property owners, as they are designed to be served by an existing sanitary sewer main located in their rear yard area.

## Right of Way

Most of the construction activity can be accommodated within the existing street right-of-way or on public easements. Any additional instances where work is identified in final design to be constructed outside of these areas will require the acquisition of additional easements.

## Cost Summary

The following is a breakdown of the engineer's opinion of probable costs. A detailed breakdown is provided in the appendix.

### Option 1 (P.I. No. 8231):

<b>Table 1</b>			
Opinion of Probable			
Costs Total Project Cost			
	Total Project	City Cost	Assessable Cost # (Deferred)
Construction	\$ 181,000	\$ 61,000	\$ 120,000
Misc. Costs*	\$ 54,000	\$ 18,000	\$ 36,000
Grand Total	\$ 235,000	\$ 79,000	\$ 156,000

# Assessable Cost includes \$ 0 in "Active" special assessments, \$ 145,000 in "New Deferred" special assessments and \$11,000 in "New Deferred" special assessments assigned to the City Water Fund.

\*Misc. Costs include legal, fiscal, admin, engineering, contingency, and soil borings.

### Option 2 (P.I. No. 8231 Extended):

<b>Table 2</b>			
Opinion of Probable			
Costs Total Project Cost			
	Total Project	City Cost	Assessable Cost #
Construction	\$ 159,000	\$ 49,000	\$ 110,000
Misc. Costs*	\$ 48,000	\$ 15,000	\$ 33,000
Grand Total	\$ 207,000	\$ 64,000	\$ 143,000

# Assessable Cost includes \$ 0 in "Active" special assessments, \$ 141,000 in "New Deferred" special assessments, and \$2,000 in "New Deferred" special assessments assigned to the City Water Fund.

\*Misc. Costs include legal, fiscal, admin, engineering, contingency, and soil borings.

**Option 3 (P.I. No. 7224):**

<b>Table 3</b>			
Opinion of Probable			
Costs Total Project Cost			
	Total Project	City Cost	Assessable Cost #
Construction	\$ 99,000	\$ 8,000	\$ 91,000
Misc. Costs*	\$ 30,000	\$ 3,000	\$ 27,000
Grand Total	\$ 129,000	\$ 11,000	\$ 118,000

# Assessable Cost includes \$ 0 in “Active” special assessments, \$ 59,000 in “New Deferred” special assessments, and \$59,000 in “New Deferred” special assessments assigned to the City Sewer Fund.

\*Misc. Costs include legal, fiscal, admin, engineering, contingency, and soil borings.

**Special Assessments**

The special assessments were calculated in accordance with City policy for funding new construction projects. The assessable costs for a 12” water main is reduced as the City is funding the “oversizing” cost of a 12” water main relative to the cost of the standard 6” or 8” residential water main.

The property abutting Scenic Drive will be assessed on a “Unit” basis. Residential corner lots and residential lots with multiple frontages are included in a special assessment category one time regardless if the short side or long side is abutting the improvement. Residential lots will only be assessed one time for any specific type of new improvement.

The assessable footage was broken down by parcel and denotes the assessable footage for each parcel as derived from the Otter Tail County records. This information was incorporated into a “per unit” basis as a method of assessment.

**Option 1 (P.I. No. 8231):** There are deferred special assessments currently levied against the property which has recently (2022) been platted as the seven lots of 2<sup>nd</sup> Addition of Pebble Hills Estates. These previously deferred special assessments are proposed to remain “deferred” because of this improvement. The “Total” associated costs are shown in detail on Exhibit 2 on a per parcel breakout. The unplatted property on the north and east side of Scenic Drive will also be assessed on a “unit” basis using an estimated number of units. There would be no water services installed on this project due to the water main’s proposed location in the green area beyond the gravel road surface.

It is proposed that both the platted and unplatted areas receive only “New Deferred” special assessments for the costs associated with this project.

**Option 2 (P.I. No.8231 Extended):** There are deferred special assessments currently levied against the eight existing platted lots (Block 1 of Pebble Hills Estates 3<sup>rd</sup> Addition) on the west side of Scenic Drive north of its intersection with Pebble Hills Drive. These previously existing special assessments will remain deferred as will the existing special assessments assigned to the unplatted property. The unplatted property on the east side of Scenic Drive will also be assessed on a “unit” basis using an estimated number of units.

There would be no water services installed on this project due to the water main’s proposed location in the green area beyond the gravel road surface.

It is proposed that both the platted and unplatted areas receive only “New Deferred” special assessments for the costs associated with this project.

**Option 3 (P.I. No. 7224):** There are deferred special assessments currently levied against the four existing platted lots (Lots 2-5, Block 1 of Pebble Hills Estates 1<sup>st</sup> Addition) on the south side of the 3400 block of Scenic Drive and 5 (estimated lots) in the unplatted property on the north side of the same area. These previously existing special assessments will remain deferred. In this situation it is expected that any new special assessments resulting from this project would also be granted “deferred” status by the City Council. The City would install 4” sewer services to the four platted lots to complete the planned underground infrastructure in the area.

The five (estimated) unplatted lots are designed to be served from an existing sanitary sewer main located in their rear yard area. For this reason, sewer services for the unplatted property would not be installed into Scenic Drive unless specifically requested by the property owner. The total for Option 3 shown in this report does include the cost of the sewer services for the four platted lots. The unplatted property on the north side of Scenic Drive will also be assessed on a “unit” basis using an estimated number of units.

It is proposed that both the platted and unplatted areas receive only “New Deferred” special assessments for the costs associated with this project.

The “Total” associated costs are shown in detail for Option 1 (Exhibit 2), Option 2 (Exhibit 3) and Option 3 (Exhibit 4). All options are recommended to use a “unit” basis on a per parcel breakout

The following table breaks down the total assessable footage or units with respect to the proposed improvements:

<b>Table 4</b>		
<b>Option 1</b>		
Breakdown of Project Footage or units		
Total Project footage (Residential)	2,203	L.F.
Total Assessable Footage	2,203	L.F.
Total Assessable “Units”	17.25	Each
<b>Option 2</b>		
Breakdown of Project Footage or units		
Total Project footage (Residential)	1,980	L.F.
Total Assessable Footage	1,980	L.F.
Total Assessable “Units”	16.25	Each
<b>Option 3</b>		
Breakdown of Project Footage or units		
Total Project footage (Residential)	965	L.F.
Total Assessable Footage	965	L.F.
Total Assessable “Units”	9	Each

The “Unit” assessment rate for water main is determined by dividing the total associated utility improvement costs (less the City’s Share of the 12“watermain “oversizing” cost) by the total benefiting “units”.

Based on this methodology the residential costs per “unit” yields an estimated **\$9,100/unit Water Main as an assessable cost under Option 1.**

**Under Option 2 the estimated costs are \$8,825/unit Water Main.**

The “Unit” assessment rate for sanitary sewer main is determined by dividing the total associated utility improvement costs by the total benefiting “units.”

**Under Option 3 the estimated costs are \$ 11,800/unit Sanitary Sewer Main and \$ 2.900/unit Sewer Service (Total = \$ 14,700 per lot).**

**Note: It is recommended that the existing and proposed (New) special assessments resulting from this project be placed in the status of “deferred special assessments.” These special assessments would then be activated upon the development (connection to City infrastructure) of each individual lot benefitted by this project. This would result in additional (New) deferred special assessments in the amount of \$ 145,000 (Option 1: P.I. No. 8231), \$ 141,000 (Option 2: P.I. No. 8231 Extended), and \$ 59,000 (Option 3: P.I. No. 7224).**

See Exhibit 2 (Option 1), Exhibit 3 (Option 2), and Exhibit 4 (Option 3) for the individual property breakout of estimated “New Deferred” special assessment costs

## **Conclusion & Feasibility**

**Option 1 (P.I. No. 8231):** Having investigated the facts relating to construction of the proposed improvements, it is my opinion, from an engineering standpoint, this project is feasible, cost effective, and necessary to provide the service requested by the property owners’ petition. Feasibility is contingent upon City Council findings with respect to project financing.

**Option 2 (P.I. No. 8231 Extended):** Having investigated the facts relating to construction of the proposed improvements, it is my opinion, from an engineering standpoint, this project is feasible and cost effective. While desirable in the long term, the necessity of the Option 2 improvement is not immediate. The City’s share of the improvement costs would increase under this option both in the short term (construction cost) and the long term (additional deferred special assessment costs). Feasibility is contingent upon City Council findings with respect to project financing.

**Option 3 (P.I. No. 7224):** Having investigated the facts relating to construction of the proposed improvements, it is my opinion, from an engineering standpoint, this project is feasible and cost effective. It is desirable from the City’s standpoint as it would complete the underground utility infrastructure in this portion of Scenic Drive. That would increase the possibility of the

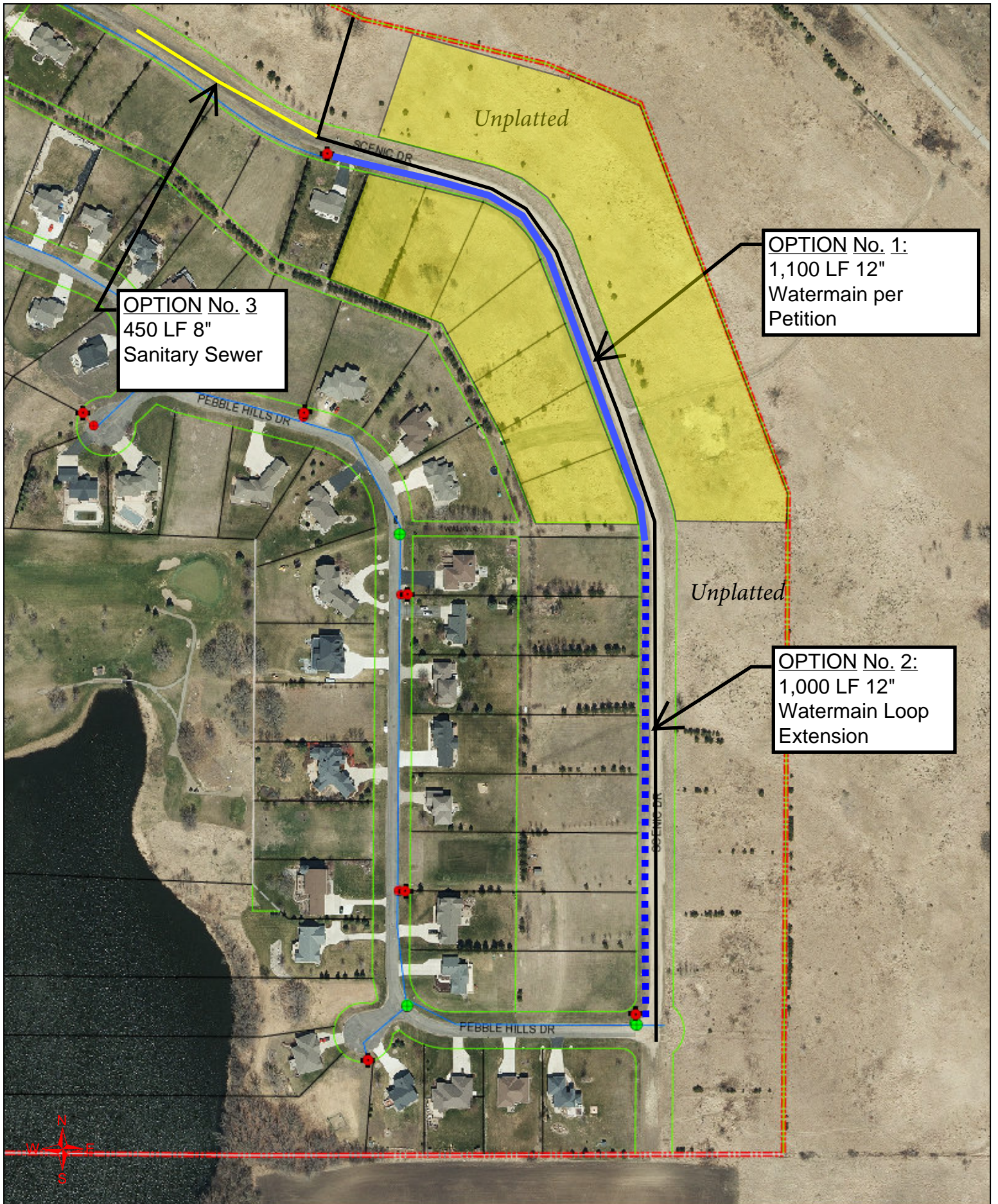
development of the existing lots which would aid the City in recovering its past “existing deferred” and proposed “new deferred” special assessments from this area.

### **Other Considerations**

The availability of Contractors to bid on the improvement project is currently undetermined. The required construction materials may be in short supply, extremely high in cost, or both. These issues could require a delay in the anticipated construction schedule. Several similar projects are currently under City contract and scheduled for construction in 2024 which should increase bidding desirability for this proposed project.

### **Recommendation**

I recommend the City Council Order the preparation of the Plans and Specifications for **Option 1 and Option 3 improvements**. Upon the completion of the above City staff will further review the project plans and estimated improvement costs, including special assessment costs. Then a Preliminary Project Hearing could be scheduled to further discuss the project.



**OPTION No. 3**  
450 LF 8"  
Sanitary Sewer

**OPTION No. 1:**  
1,100 LF 12"  
Watermain per  
Petition

**OPTION No. 2:**  
1,000 LF 12"  
Watermain Loop  
Extension





# Council Action Recommendation

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**Meeting Date:**

June 12, 2024 – Committee of the Whole

June 17, 2024 – City Council

**Subject:**

P.I. No. 7775 - N.W. Area (Frontier Drive) Stormwater Analysis

**Recommendation:**

- Initiate PI No. 7225 – N.W. Area Stormwater Analysis Project
- Accept the MPCA’s SWC Grant in the amount of \$52,855.00
- Accept Bolton & Menk’s professional services agreement for Stormwater Analysis in the amount of \$58,728.00

**Background/Key Points:**

The Frontier Drive and Western Avenue area in the northwestern portion of the City currently drains an approximately 500 acre watershed thru an existing City owned storm sewer pipe network. The stormwater collected discharges into I-94 R/W and flows downstream into a large culvert beneath TH 210 and eventually into the Otter Tail River. In 2020, MnDOT contacted the City about concerns from City drainage entering MnDOT R/W and potential excess MnDOT permitted discharges by the City. Increased stormwater discharge could potentially impact these critical transportation facilities.

The purpose of this project is to identify sources of stormwater runoff currently contributing to recurring drainage concerns in this area of the City and to develop drainage improvement alternatives and solutions to reduce current flooding, reroute storm water away from developed areas and critical infrastructure, identify inadequate storm drain systems within the study area, as well as identify potential solutions that address the impacts of changing climate and increasing rainfall conditions. The deliverable will be coordinated with the Minnesota Department of Transportation (MNDOT) to address the permitted flow questions and solution to obtain funding for future implementation if needed.

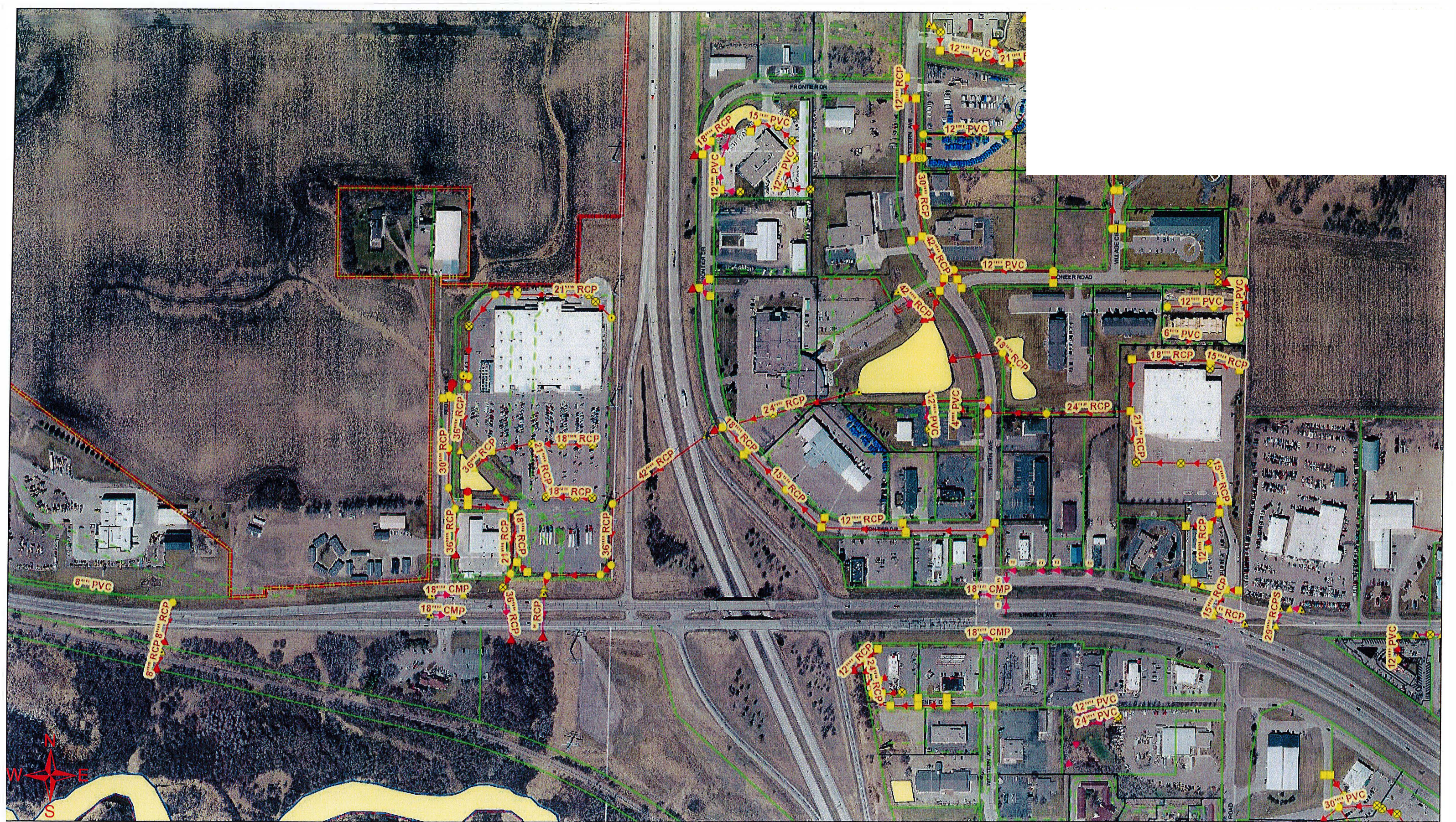
**Budgetary Impact:**

The total estimated cost for this analysis is \$61,700.00. This amount includes professional services and City staff time. The SWC grant share is \$52,855.00 (86%) and the Local share is \$8,845.00 (14%). I am proposing to fund the local share thru the Storm Sewer Enterprise Fund.

**Respectfully Submitted:**

Brian Yavarow, P.E. - City Engineer

**Attachments:**



1 inch = 364 feet

### I-94 Storm Sewer

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.

This grant contract is between the state of Minnesota, acting through its Commissioner of the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, MN 55155-4194 (“MPCA” or “State”) and **the City of Fergus Falls**, 112 W Washington Avenue, Fergus Falls, MN 56537 (“Grantee”).

## Recitals

1. Under Minn. Stat. § 116.03, subd.2, the State is empowered to enter into this grant.
2. The State is in need of the **Frontier Drive Drainage Improvement Project Project (project)**.
3. Grantee will comply with required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), subd. 4 (a) (1).
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

## Grant Contract

### 1. Term of Grant Contract

**1.1 Effective Date. May 13, 2024**, Per [Minn. Stat.§16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed.

**1.2 Expiration Date. June 30, 2025**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**1.3 Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

### 2. Grantee’s Duties

The Grantee, who is not a state employee, will perform the duties specified in **Attachment A** which is attached and incorporated into this grant contract.

### 3. Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

### 4. Consideration and Payment

**4.1 Consideration.** The State will pay for all services performed by the Grantee under this grant contract as follows:

- (a) **Compensation.** The Grantee will be paid according to the breakdown of costs contained in **Attachment A**, which is attached and incorporated into this grant contract. Grantee certifies they will provide no less than 10% (ten percent) of the total grant amount as cash match or in-kind services.

- (b) Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed the total amount set forth in the travel expense items of the detailed budget section of **Attachment A**, which is attached and incorporated into this grant contract; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- (c) Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **\$52,855.00 (Fifty Two Thousand Eight Hundred Fifty Five Dollars and Zero Cents)**.

#### 4.2 Payment

- (a) Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

Invoices for expenses incurred to-date may be submitted as frequently as monthly. First invoice is required no later than 6 (six) months or midway through the project, whichever comes first. Email updates about the status of the project are required to be provided to the State's Authorized Representative whenever an invoice is submitted to MPCA Accounts Payable. The State's Authorized Representative will not approve an invoice through the state system without this project update. A final invoice for payment of remaining grant funds expended by the project is required to be submitted at the completion of the project after a Grant Project Final Report, in a format provided to the Grantee by the MPCA, has been submitted to the State's Authorized Representative and approved. Payment of the final 10% (ten percent) of grant funds will be held back until the project is completed satisfactorily and all deliverables have been submitted and approved.

Invoices must be emailed to [mpca.ap@state.mn.us](mailto:mpca.ap@state.mn.us), cc'd to the State's Authorized Representative, and contain the following information:

- Name of Grantee
- Grantee's Authorized Representative
- State's Authorized Representative
- SWIFT Contract No.
- Total amount requested for this invoicing period
- Invoice number
- Invoice date
- Invoicing period (actual working period covered by the invoice)
- Cumulative amount of grant expended to date
- Amount of match expended this invoicing period
- Cumulative amount of match expended to date
- Time and material breakdown for invoicing period:
  - Itemization **by each task worked on that period and for each position that worked on it** showing actual hourly rates, hours worked and total dollar amounts (divided into grant-funded and match); consultant invoices may be requested

- Receipts for supplies and any other itemized materials costs to be reimbursed with grant funds or counted as match
- Itemized per diem expenses, stipends or similar; receipts may be requested to be submitted with invoice
- Other items as requested

If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at 651-757-2491.

The Grantee shall submit an invoice for the final payment within 15 (fifteen) days of the original or amended end date of this grant contract. The State reserves the right to review submitted invoices after 15 (fifteen) days and make a determination as to payment.

**(b) Unexpended Funds.** The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

#### 4.3 Contracting and Bidding Requirements

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

**(a)** For projects that include construction work and have a total project cost of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

**(b)** The grantee must not contract with vendors who are suspended or debarred in MN: <https://mn.gov/admin/osp/government/suspended-debarred/>.

#### 5. Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

#### 6. Authorized Representative

The State's Authorized Representative is **Liz Wiese**, 7678 College Road, Ste 105, Baxter, MN 56425, 651-757-5072, [liz.wiese@state.mn.us](mailto:liz.wiese@state.mn.us) or successor and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance of each invoice submitted for payment.

The Grantee's Authorized Representative is **Brian Yavarow, P.E.**, 112 W Washington Avenue, Fergus Falls, MN 56537, 218-332-5413, [brian.yavarow@ci.fergus-falls.mn.us](mailto:brian.yavarow@ci.fergus-falls.mn.us), or successor. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

#### 7. Assignment, Amendments, Change Orders, Waiver, and Grant Contract Complete

**7.1 Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

**7.2 Amendments.** Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

**7.3 Change Orders.** If the State's Authorized Representative or the Grantee's Authorized Representative identifies a change needed in the workplan and/or budget, either party may initiate a Change Order using the Change Order Form provided by the MPCA. Change Orders may not delay or jeopardize the success of the Project, alter the overall scope of the Project, increase or decrease the overall amount of the Contract, or cause an extension of the term of this Contract. Major changes require an Amendment rather than a Change Order. A Change Order also is required to name a successor if the State's Authorized Representative or the Grantee's Authorized Representative is no longer available to fulfill that role.

The Change Order Form must be approved and signed by the State's Authorized Representative and the Grantee's Authorized Representative in advance of doing the work included in the Change Order. Documented changes will then become an integral and enforceable part of the Contract. The MPCA has the sole discretion on the determination of whether a requested change is a Change Order or an Amendment. The state reserves the right to refuse any Change Order requests.

**7.4 Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

**7.5 Grant Contract Complete.** This grant contract contains all negotiations and contracts between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

## **8. Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

## **9. State Audits**

Under Minn. Stat. § 16B.98, subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

## **10. Government Data Practices and Intellectual Property**

### **10.1 Government Data Practices**

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data

referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

## **10.2 Intellectual property rights**

**(a) Intellectual property rights.** The State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this grant agreement. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant agreement. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant agreement. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee, at the Grantee's expense, upon the written request of the State, or upon completion, termination, or cancellation of this grant agreement. To the extent possible, those Works eligible for copyright protection under the United States' Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

### **(b) Obligations.**

- (1) **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this grant agreement, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure therein.
- (2) **Representation.** The Grantee must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause Liability, the Grantee shall indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, attorney fees. If such a claim or action arises or in Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

- (3) **License.** The State hereby grants a limited, no-fee, noncommercial license to the Grantee to enable the Grantee's employees engaged in research and scholarly pursuits to make, have made, reproduce, modify, distribute, perform, and otherwise use the Works, including Documents, for research activities or to publish in scholarly or professional journals, provided that any existing or future intellectual property rights in the Works or Documents (including patents, licenses, trade or service marks, trade secrets, or copyrights) are not prejudiced or infringed upon, that the Minnesota Data Practices Act is complied with, and that individual rights to privacy are not violated. The Grantee shall indemnify and hold harmless the State for any claim or action based on the Grantee's use of the Works or Documents under the provisions of Clause 10.2(b)(2). Said license is subject to the State's publicity and acknowledgement requirements set forth in this grant agreement. The Grantee may reproduce and retain a copy of the Documents for research and academic use. The Grantee is responsible for security of the Grantee's copy of the Documents. A copy of any articles, materials or documents produced by the Grantee's employees, in any form, using or derived from the subject matter of this license, shall be promptly delivered without cost to the State.

#### **11. Workers' Compensation**

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

#### **12. Publicity and Endorsement**

**12.1 Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

**12.2 Endorsement.** The Grantee must not claim that the State endorses its products or services.

#### **13. Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

#### **14. Termination**

**14.1 Termination by the State.** The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

**14.2 Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the



refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

**14.3 Termination for Insufficient Funding.** The State may immediately terminate this grant contract if:

- (a) It does not obtain funding from the Minnesota Legislature.
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

**15. Data Disclosure**

Under [Minn. Stat. § 270C.65](#), subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

To protect Grantee's personal data, Grantee is strongly encouraged to obtain and use a Minnesota tax identification number.

**16. Reporting Requirements**

**Final Report.** By the date specified in the project workplan and in a format provided by the MPCA, the Grantee shall submit a final report to the MPCA, plus all project deliverables identified in the workplan.

If the States Authorized Representative determines that the information submitted in the Final Report and/or Project Deliverables is inadequate, the Grantee shall prepare and submit additional / corrected information reasonably requested by the State's Authorized Representative. The Final Report and Project Deliverables shall not be approved by the State's Authorized Representative and final payment shall not be disbursed unless the Report and Deliverables contains the specified information to the satisfaction of the State's Authorized Representative.

**Signatures**

Title	Name	Signature	Date
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**Admin ID**

EXTRACT OF MINUTES OF A MEETING  
OF THE CITY COUNCIL  
CITY OF FERGUS FALLS, MINNESOTA

HELD: JUNE 17, 2024

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Fergus Falls, Otter Tail County, Minnesota, was duly held at the City Hall in said City on June 17, 2024, at 5:30 P.M. for the purpose in part of authorizing the competitive negotiated sale of the \$16,870,000 General Obligation Bonds, Series 2024A.

The following members were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution, the reading of which was dispensed with by unanimous consent, and moved its adoption:

RESOLUTION NO. \_\_\_\_\_

RESOLUTION PROVIDING FOR THE COMPETITIVE NEGOTIATED SALE  
OF \$16,870,000 GENERAL OBLIGATION BONDS, SERIES 2024A

A. WHEREAS, the City Council of the City of Fergus Falls, Minnesota (the "City"), has heretofore determined that it is necessary and expedient to issue its \$16,870,000 General Obligation Bonds, Series 2024A (the "Bonds") to finance (i) the acquisition, construction, improvement, and equipping of an aquatics center in the City; (ii) the construction, improvement, betterment and equipping of the DeLagoon Improvements Project in the City; and (iii) various improvement projects; and

B. WHEREAS, the City has retained Baker Tilly Municipal Advisors, LLC, in Saint Paul, Minnesota ("Baker Tilly MA"), as its independent municipal advisor and is therefore authorized to sell these obligations by a competitive negotiated sale in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9); and

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

1. Authorization. The City Council hereby authorizes Baker Tilly MA to solicit proposals for the competitive negotiated sale of the Bonds.
2. Meeting; Proposal Opening. This City Council shall meet at the time and place specified in the Terms of Proposal attached hereto as Exhibit A for the purpose of considering sealed proposals for, and awarding the sale of, the Bonds. The Administrator or designee, shall open proposals at the time and place specified in such Terms of Proposal.
3. Terms of Proposal. The terms and conditions of the Bonds and the negotiation thereof are fully set forth in the "Terms of Proposal" attached hereto as Exhibit A and hereby

approved and made a part hereof.

4. Official Statement. In connection with said competitive negotiated sale, the Administrator and other officers or employees of the City are hereby authorized to cooperate with Baker Tilly MA and participate in the preparation of an official statement for the Bonds, and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_ and, after full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA  
COUNTY OTTER TAIL  
CITY OF FERGUS FALLS

I, the undersigned, being the duly qualified and acting City Administrator of the City of Fergus Falls, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City, duly called and held on the date therein indicated, insofar as such minutes relate to the City's \$16,870,000 General Obligation Bonds, Series 2024A.

WITNESS my hand on June 17, 2024.

---

City Administrator

EXHIBIT A

THE CITY HAS AUTHORIZED BAKER TILLY MUNICIPAL ADVISORS, LLC TO NEGOTIATE THIS ISSUE ON ITS BEHALF. PROPOSALS WILL BE RECEIVED ON THE FOLLOWING BASIS:

TERMS OF PROPOSAL

\$16,870,000\*

CITY OF FERGUS FALLS, MINNESOTA  
GENERAL OBLIGATION BONDS, SERIES 2024A

(BOOK ENTRY ONLY)

Proposals for the above-referenced obligations (the "Bonds") will be received by the City of Fergus Falls, Minnesota (the "City") on Monday, July 15, 2024 (the "Sale Date") until 11:00 A.M., Central Time (the "Sale Time") at the offices of Baker Tilly Municipal Advisors, LLC ("Baker Tilly MA"), 30 East 7th Street, Suite 3025, Saint Paul, MN 55101, after which time proposals will be opened and tabulated. Consideration for award of the Bonds will be by the City Council at its meeting commencing at 5:30 P.M., Central Time, of the same day.

SUBMISSION OF PROPOSALS

Baker Tilly MA will assume no liability for the inability of a bidder or its proposal to reach Baker Tilly MA prior to the Sale Time, and neither the City nor Baker Tilly MA shall be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. All bidders are advised that each proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner in which the proposal is submitted.

(a) **Sealed Bidding.** Completed, signed proposals may be submitted to Baker Tilly MA by email to [bids@bakertilly.com](mailto:bids@bakertilly.com), and must be received prior to the Sale Time.

**OR**

(b) **Electronic Bidding.** Proposals may also be received via PARITY®. For purposes of the electronic bidding process, the time as maintained by PARITY® shall constitute the official time with respect to all proposals submitted to PARITY®. Each bidder shall be solely responsible for making necessary arrangements to access PARITY® for purposes of submitting its electronic proposal in a timely manner and in compliance with the requirements of the Terms of Proposal. Neither the City, its agents, nor PARITY® shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the City, its agents, nor PARITY® shall be responsible for a bidder's failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY®. The City is using the services of PARITY® solely as a communication mechanism to conduct the electronic bidding for the Bonds, and PARITY® is not an agent of the City.

If any provisions of this Terms of Proposal conflict with information provided by PARITY®, this Terms of Proposal shall control. Further information about PARITY®, including any fee charged, may be obtained from:

PARITY®, 1359 Broadway, 2<sup>nd</sup> Floor, New York, New York 10018  
Customer Support: (212) 849-5000

#### DETAILS OF THE BONDS

The Bonds will be dated as of the date of delivery and will bear interest payable on February 1 and August 1 of each year, commencing August 1, 2025. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Bonds will mature February 1 in the years and amounts\* as follows:

2026	\$ 770,000
2027	\$1,090,000
2028	\$1,130,000
2029	\$1,170,000
2030	\$1,215,000
2031	\$1,260,000
2032	\$1,305,000
2033	\$1,355,000
2034	\$1,405,000
2035	\$1,455,000
2036	\$1,515,000
2037	\$1,575,000
2038	\$1,625,000

- \* The City reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Bonds or the amount of any maturity or maturities in multiples of \$5,000. In the event the amount of any maturity is modified, the aggregate purchase price will be adjusted to result in the same gross spread per \$1,000 of Bonds as that of the original proposal. Gross spread for this purpose is the differential between the price paid to the City for the new issue and the prices at which the proposal indicates the securities will be initially offered to the investing public.

#### BOOK ENTRY SYSTEM

The Bonds will be issued by means of a book entry system with no physical distribution of Bonds made to the public. The Bonds will be issued in fully registered form and one Bond, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository for the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof

of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The lowest bidder (the "Purchaser"), as a condition of delivery of the Bonds, will be required to deposit the Bonds with DTC.

#### REGISTRAR/PAYING AGENT

Northland Trust Services, Minneapolis, Minnesota will serve as Registrar/Paying Agent (the "Registrar") for the Bonds, and shall be subject to applicable regulations of the Securities and Exchange Commission. The City will pay for the services of the Registrar.

#### OPTIONAL REDEMPTION

The City may elect on February 1, 2034, and on any day thereafter, to redeem Bonds due on or after February 1, 2035. Redemption may be in whole or in part and if in part at the option of the City and in such manner as the City shall determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All redemptions shall be at a price of par plus accrued interest.

#### SECURITY AND PURPOSE

The Bonds will be general obligations of the City for which the City will pledge its full faith and credit and power to levy direct general ad valorem taxes. In addition, the City will pledge (i) available sales tax revenues and (ii) assessments against benefited properties for repayment of a portion of the Bonds. The proceeds of the Bonds will be used to (i) the acquisition, construction, improvement, and equipping of an aquatics center in the City; (ii) the construction, improvement, betterment and equipping of the DeLagoon Improvements Project in the City; (iii) various improvement projects, and (iv) pay costs of issuance associated with the Bonds.

#### NOT BANK QUALIFIED TAX-EXEMPT OBLIGATIONS

The City will not designate the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

#### BIDDING PARAMETERS

Proposals shall be for not less than \$16,735,040 plus accrued interest, if any, on the total principal amount of the Bonds. Rates shall be in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity as stated on the proposal must be 98.0% or greater.

Proposals for the Bonds may contain a maturity schedule providing for a combination of serial



bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption scheduled to conform to the maturity schedule set forth herein. In order to designate term bonds, the proposal must specify "Years of Term Maturities" in the spaces provided on the proposal form.

No proposal can be withdrawn or amended after the time set for receiving proposals on the Sale Date unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional proposals will be accepted.

### ESTABLISHMENT OF ISSUE PRICE

In order to provide the City with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the "Code"), the Purchaser will be required to assist the City in establishing the issue price of the Bonds and shall complete, execute, and deliver to the City prior to the closing date, a written certification in a form acceptable to the Purchaser, the City, and Bond Counsel (the "Issue Price Certificate") containing the following for each maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity): (i) the interest rate; (ii) the reasonably expected initial offering price to the "public" (as said term is defined in Treasury Regulation Section 1.148-1(f) (the "Regulation")) or the sale price; and (iii) pricing wires or equivalent communications supporting such offering or sale price. Any action to be taken or documentation to be received by the City pursuant hereto may be taken or received on behalf of the City by Baker Tilly MA.

The City intends that the sale of the Bonds pursuant to this Terms of Proposal shall constitute a "competitive sale" as defined in the Regulation based on the following:

- (i) the City shall cause this Terms of Proposal to be disseminated to potential bidders in a manner that is reasonably designed to reach potential bidders;
- (ii) all bidders shall have an equal opportunity to submit a bid;
- (iii) the City reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Bonds; and
- (iv) the City anticipates awarding the sale of the Bonds to the bidder who provides a proposal with the lowest true interest cost, as set forth in this Terms of Proposal (See "AWARD" herein).

Any bid submitted pursuant to this Terms of Proposal shall be considered a firm offer for the purchase of the Bonds, as specified in the proposal. The Purchaser shall constitute an "underwriter" as said term is defined in the Regulation. By submitting its proposal, the Purchaser confirms that it shall require any agreement among underwriters, a selling group agreement, or other agreement to which it is a party relating to the initial sale of the Bonds, to include provisions requiring compliance with the provisions of the Code and the Regulation regarding the initial sale of the Bonds.

If all of the requirements of a "competitive sale" are not satisfied, the City shall advise the Purchaser of such fact prior to the time of award of the sale of the Bonds to the Purchaser. In such event, any proposal submitted will not be subject to cancellation or withdrawal. Within twenty-four (24) hours of the notice of award of the sale of the Bonds, the Purchaser shall advise the City and Baker Tilly MA if 10% of any maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) has been sold to the public and the price at which it was sold. The City will treat such sale price as the "issue price" for such maturity, applied on a maturity-by-maturity basis. The City will not require the Purchaser to comply with that portion of the Regulation commonly described as the "hold-the-offering-price" requirement for the remaining maturities, but the Purchaser may elect such option. If the Purchaser exercises such option, the City will apply the initial offering price to the public provided in the proposal as the issue price for such maturities. If the Purchaser does not exercise that option, it shall thereafter promptly provide the City and Baker Tilly MA the prices at which 10% of such maturities are sold to the public; provided such determination shall be made and the City and Baker Tilly MA notified of such prices whether or not the closing date has occurred, until the 10% test has been satisfied as to each maturity of the Bonds or until all of the Bonds of a maturity have been sold.

#### GOOD FAITH DEPOSIT

To have its proposal considered for award, the Purchaser is required to submit a good faith deposit via wire transfer to the City in the amount of \$168,700 (the "Deposit") no later than 2:00 P.M., Central Time on the Sale Date. The Purchaser shall be solely responsible for the timely delivery of its Deposit, and neither the City nor Baker Tilly MA have any liability for delays in the receipt of the Deposit. If the Deposit is not received by the specified time, the City may, at its sole discretion, reject the proposal of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

A Deposit will be considered timely delivered to the City upon submission of a federal wire reference number by the specified time. Wire transfer instructions will be available from Baker Tilly MA following the receipt and tabulation of proposals. The successful bidder must send an e-mail including the following information: (i) the federal reference number and time released; (ii) the amount of the wire transfer; and (iii) the issue to which it applies.

Once an award has been made, the Deposit received from the Purchaser will be retained by the City and no interest will accrue to the Purchaser. The amount of the Deposit will be deducted at settlement from the purchase price. In the event the Purchaser fails to comply with the accepted proposal, said amount will be retained by the City.

#### AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis calculated on the proposal prior to any adjustment made by the City. The City's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling.

The City will reserve the right to: (i) waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Bonds, (ii) reject all proposals without cause, and (iii) reject any proposal that the City determines to have failed to comply with the terms herein.

#### BOND INSURANCE AT PURCHASER'S OPTION

The City has not applied for or pre-approved a commitment for any policy of municipal bond insurance with respect to the Bonds. If the Bonds qualify for municipal bond insurance and a bidder desires to purchase a policy, such indication, the maturities to be insured, and the name of the desired insurer must be set forth on the bidder's proposal. The City specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the City. All costs associated with the issuance and administration of such policy and associated ratings and expenses (other than any independent rating requested by the City) shall be paid by the successful bidder. Failure of the municipal bond insurer to issue the policy after the award of the Bonds shall not constitute cause for failure or refusal by the successful bidder to accept delivery of the Bonds.

#### CUSIP NUMBERS

If the Bonds qualify for the assignment of CUSIP numbers such numbers will be printed on the Bonds; however, neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the Purchaser to accept delivery of the Bonds. Baker Tilly MA will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the Purchaser.

#### SETTLEMENT

On or about August 1, 2024, the Bonds will be delivered without cost to the Purchaser through DTC in New York, New York. Delivery will be subject to receipt by the Purchaser of an approving legal opinion of Taft Stettinius & Hollister LLP of Minneapolis, Minnesota and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Bonds shall be made in federal, or equivalent, funds that shall be received at the offices of the City or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Bonds has been made impossible by action of the City, or its agents, the Purchaser shall be liable to the City for any loss suffered by the City by reason of the Purchaser's non-compliance with said terms for payment.

#### CONTINUING DISCLOSURE

On the date of actual issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Undertaking (the "Undertaking") whereunder the City will covenant for the benefit of the owners of the Bonds to provide certain financial and other information about the City and notices of certain occurrences to information repositories as specified in and

required by SEC Rule 15c2-12(b)(5).

#### OFFICIAL STATEMENT

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Bonds, and said Preliminary Official Statement has been deemed final by the City as of the date thereof within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For an electronic copy of the Preliminary Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the City, Baker Tilly Municipal Advisors, LLC, by telephone (651) 223-3000, or by email [bids@bakertilly.com](mailto:bids@bakertilly.com).

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal amounts, and interest rates of the Bonds, together with any other information required by law. By awarding the Bonds to the Purchaser, the City agrees that, no more than seven business days after the date of such award, it shall provide to the Purchaser an electronic copy of the Final Official Statement. The City designates the Purchaser as its agent for purposes of distributing the Final Official Statement to each syndicate member, if applicable. The Purchaser agrees that if its proposal is accepted by the City, (i) it shall accept designation and (ii) it shall enter into a contractual relationship with its syndicate members for purposes of assuring the receipt of the Final Official Statement by each such syndicate member.

Dated June 17, 2024

BY ORDER OF THE CITY COUNCIL

/s/ Bill Sonmor  
Finance Director

## City of Fergus Falls, MN Pre-Sale Summary for Issuance of Bonds

*\$16,870,000 General Obligation Bonds, Series 2024A (the “Bonds”)*

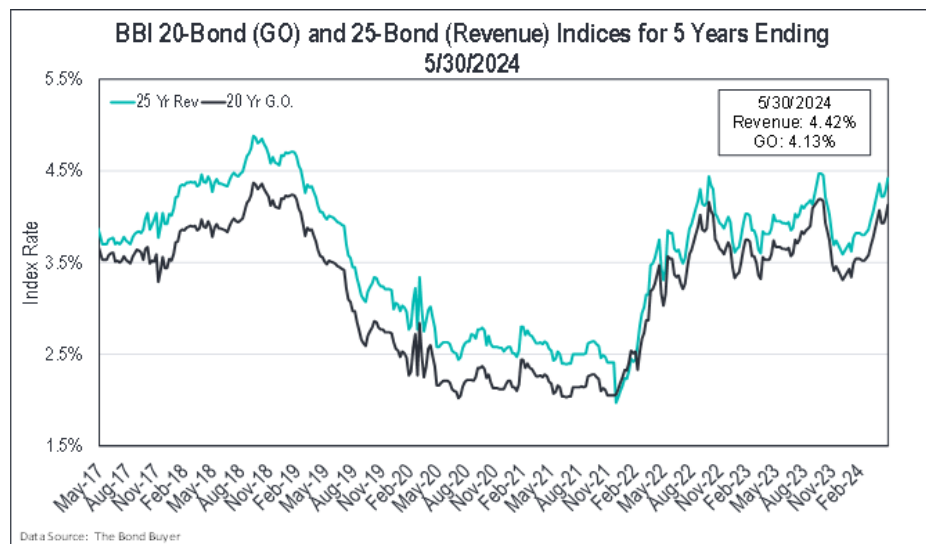
The Council has under consideration the issuance of bonds to finance (i) the construction of a new Aquatic Center and the DeLagoon Park improvement project (the “Sales Tax Revenue Portion”); (ii) various street improvement projects (the “Improvement Portion”); and (iii) pay costs of issuance on the Bonds. This document provides information relative to the proposed issuance.

**KEY EVENTS:** The following summary schedule includes the timing of key events that will occur relative to the bond issuance:

June 17, 2024	Council sets sale date and terms
Week of June 17, 2024	Rating conference is conducted
<b>July 15, 2024, 11:00 a.m.</b>	<b>Competitive bids are received</b>
<b>July 15, 2024, 5:30 p.m.</b>	<b>Council considers award of the Bonds</b>
August 1, 2024	Proceeds are received

**RATING:** An application will be made to Moody’s Investors Service (Moody’s) and for a rating on the Bonds. The City’s general obligation debt is currently rated “Aa3” by Moody’s.

**THE MARKET:** Performance of the tax-exempt market is often measured by the Bond Buyer’s Index (“BBI”) which measures the yield of high-grade municipal bonds in the 20<sup>th</sup> year for general obligation bonds rated Aa2 by Moody’s or AA by S&P (the BBI 20-Bond GO Index) and the 30<sup>th</sup> year for revenue bonds rated A1 by Moody’s or A+ by S&P (the BBI 25-Bond Revenue Index). The following chart illustrates these two indices over the past five years:



**BOND SUMMARY:**

The Bonds are being structured as two purposes and are being issued pursuant to Minnesota Statutes Chapter 475, 429 and Section 297A.99 and Minnesota Session Laws, 2021, 1st Special Session, Chapter 14, Article 8, Section 6, as amended by Minnesota Session Laws, 2023, Regular Session, Chapter 64, Article 10, Sections 18 and 19.

The Bonds are a general obligation of the City, secured by its full faith and credit and taxing power. In addition, the City will pledge special assessments against benefitted properties and local sales taxes for repayment of a portion of the Bonds.

**SCHEDULES  
ATTACHED:**

Schedules attached for the Bonds include (i) sources and uses of funds; (ii) pricing summary and (iii) estimated net debt service schedules as whole and by purpose, given the current interest environment.

**RISKS/SPECIAL  
CONSIDERATIONS:**

The outcome of this financing will rely on the market conditions at the time of the sale. Any projections included herein are estimates based on current market conditions.

Anticipated levy projections for the Improvement Portion are based on estimated assessment income. If assessment collections differ than current projections, the resulting levy could be significantly different than our estimates shown herein.

Any projections included herein are estimates at the time this document was prepared and are developed based on current conditions in the municipal market. Market conditions fluctuate daily and can result in significant changes in yields and prices. Future market fluctuations from now until the day of pricing could impact the projected debt service.

**SALE TERMS AND  
MARKETING:**

Variability of Issue Size: A specific provision in the sale terms permits modifications to the issue size and/or maturity structure to customize the issue once the price and interest rates are set on the day of sale.

Prepayment Provisions: Bonds maturing on or after February 1, 2035 may be prepaid at a price of par plus accrued interest on or after February 1, 2034.

Bank Qualification: The City expects to issue more than \$10 million in tax-exempt obligations in 2024; therefore, the Bonds are not designated as bank qualified.

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\$15,675,000 Sales Tax Revenue Portion

**Description of Issue**

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**PURPOSE:** Proceeds of the Sales Tax Revenue Portion will be used to finance (i) the construction of a new Aquatic Center; (ii) the DeLagoon Park improvement project; and (iii) pay costs of issuance on the Sales Tax Revenue Portion.

As discussed more completely below, City voters approved a referendum authorizing a sales and use tax to help pay for the project, including making debt service payments on the Bonds.

**AUTHORITY:** Statutory Authority: The Sales Tax Revenue Portion of the Bonds is being issued pursuant to (i) Minnesota Statutes, Chapter 475 and Section 297A.99. State statute requires cities to hold a voter referendum and obtain legislative approval prior to implementing a local option sales tax. A voter referendum was approved by residents on November 8, 2022. The City was given the authority to impose the sales and use tax in the 2021 Omnibus Tax Bill (First Special Session, Chapter 14, Article 8, Section 6, as amended by Minnesota Session Laws, 2023, Regular Session, Chapter 64, Article 10, Sections 18 and 19). The law authorizes the City to issue bonds in the maximum amount of (i) \$10,800,000 plus an amount needed for securing and paying debt service on any bonds, including the costs of issuing the bonds for the payment of costs related to the funding of the Aquatic Center project and (ii) up to \$5,200,000, plus an amount needed for securing and paying debt service on any bonds, including cost of issuing the bonds, for the payment of costs related to the funding of DeLagoon Park improvement project.

The local sales and use tax expires at the earlier of December 1, 2037, or when the City Council determines that \$10,800,000 for the Aquatics Center Project, plus \$5,200,000 for the DeLagoon Improvements Project, plus an amount equal to interest and the costs of issuance of any bonds issued to finance the Aquatics Center Project, and/or the DeLagoon Improvement Project.

**SECURITY AND SOURCE OF PAYMENT:** The Sales Tax Revenue Portion of the Bonds will be paid with sales tax revenue and backed by general ad valorem taxes. The City may be required to levy taxes for the portion of the debt service not paid from sales tax. If necessary, each year's collection of taxes will be used to make the interest payment on August 1 of the collection year and the February 1 principal and interest payment due the following year.

**STRUCTURING SUMMARY:** In consultation with City staff, principal repayment on the Sales Tax Revenue Portion has been structured with thirteen years of amortization with approximately level annual debt service payments. Based on historical collections, the annual sales tax revenue is estimated to be approximately \$1.7 million and increase annually for inflation.

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\$1,195,000 Improvement Portion

**Description of Issue**

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**PURPOSE:** Proceeds of the Improvement Portion will be used to finance (i) various street improvement projects and (ii) pay costs of issuance on the Improvement Portion of the Bonds.

**AUTHORITY:** Statutory Authority: The Improvement Portion of the Bonds is being issued pursuant to Minnesota Statutes, Chapter 429 and 475.  
Statutory Requirements: Pursuant to Minnesota Statutes, Chapter 429, at least 20% of the City's share of the project cost must be paid from special assessments. The projects being financed from proceeds of the Improvement Portion meet this requirement.

**SECURITY AND SOURCE OF PAYMENT:** The Improvement Portion of the Bonds will be paid with a combination of special assessments and general ad valorem taxes.

Special Assessments were filed in 2023. Prepaid collections are being used for construction. The City provided the projected, annual special assessment revenue based on the active assessments at the time of this financing. The City will be required to levy taxes for the portion of the debt service on the Improvement Portion not paid from special assessments. The City will make their first levy in 2024 for collection in 2025. Each year's collection of taxes and assessments will be used to make the interest payment on August 1 of the collection year and the February 1 principal and interest payment due the following year.

**STRUCTURING SUMMARY:** In consultation with City staff, principal repayment on the Improvement Portion has been structured to coincide with repayment term of the Sales Tax Portion and the estimated future assessment income to result in an approximately level annual tax levy requirement.



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## Post Issuance Compliance

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### **POST ISSUANCE COMPLIANCE:**

The issuance of the Bonds will result in post-issuance compliance responsibilities. The responsibilities are in two primary areas: (i) compliance with federal arbitrage requirements and (ii) compliance with secondary disclosure requirements.

Federal arbitrage requirements include a wide range of implications that have been taken into account as this issue has been structured. Post-issuance compliance responsibilities for this tax-exempt issue include both rebate and yield restriction provisions of the IRS Code. In general terms the arbitrage requirements control the earnings on unexpended bond proceeds, including investment earnings, moneys held for debt service payments (which are considered to be proceeds under the IRS regulations), and/or reserves. Under certain circumstances any “excess earnings” will need to be paid to the IRS to maintain the tax-exempt status of the Bonds. Any interest earnings on gross bond proceeds or debt service funds should not be spent until it has been determined based on actual facts that they are not “excess earnings” as defined by the IRS Code.

The arbitrage rules provide for spend-down exceptions for proceeds that are spent within either a 6-month, 18-month or, for certain construction issues, a 24-month period each in accordance with certain spending criteria. Proceeds that qualify for an exception will be exempt from rebate. These exceptions are based on actual expenditures and not based on reasonable expectations, and expenditures, including any investment proceeds will have to meet the spending criteria to qualify for the exclusion. The City expects to meet the 24-month spending exception.

Regardless of whether the issue qualifies for an exemption from the rebate provisions, yield restriction provisions will apply to Bond proceeds (including interest earnings) unspent after three years and the debt service fund throughout the term of the Bonds. These moneys should be monitored until the Bonds are retired.

Secondary disclosure requirements result from an SEC requirement that underwriters provide ongoing disclosure information to investors. To meet this requirement, any prospective underwriter will require the City to commit to providing the information needed to comply under a continuing disclosure agreement.

### **SUPPLEMENTAL INFORMATION AND BOND RECORD:**

Supplementary information will be available to staff including detailed terms and conditions of sale, comprehensive structuring schedules and information to assist in meeting post-issuance compliance responsibilities.

Baker Tilly Municipal Advisors (“Baker Tilly”) currently provides both arbitrage and continuing disclosure services to the City. Baker Tilly will work with City staff to include the Bonds under the existing Agreement for Municipal Advisor Services.

Upon completion of the financing, a bond record will be provided that contains pertinent documents and final debt service calculations for the transaction.

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly Advisory Group, LP. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, operate under an alternative practice structure and are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm and provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms. ©2024 Baker Tilly Municipal Advisors, LLC

**\$16,870,000**

**Fergus Falls, Minnesota**

General Obligation Bonds, Series 2024A

Issue Summary

**Total Issue Sources And Uses**

Dated 08/01/2024 | Delivered 08/01/2024

	Improvement Portion	Sales Tax Revenue Portion	Issue Summary
<b>Sources Of Funds</b>			
Par Amount of Bonds	\$1,195,000.00	\$15,675,000.00	\$16,870,000.00
<b>Total Sources</b>	<b>\$1,195,000.00</b>	<b>\$15,675,000.00</b>	<b>\$16,870,000.00</b>
<b>Uses Of Funds</b>			
Deposit to Project Construction Fund	1,174,862.00	15,445,000.00	16,619,862.00
Total Underwriter's Discount (0.800%)	9,560.00	125,400.00	134,960.00
Costs of Issuance	7,940.69	104,159.31	112,100.00
Rounding Amount	2,637.31	440.69	3,078.00
<b>Total Uses</b>	<b>\$1,195,000.00</b>	<b>\$15,675,000.00</b>	<b>\$16,870,000.00</b>

**\$16,870,000**

**Fergus Falls, Minnesota**

General Obligation Bonds, Series 2024A

Issue Summary

**Pricing Summary**

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
02/01/2026	Serial Coupon	3.950%	3.950%	770,000.00	100.000%	770,000.00
02/01/2027	Serial Coupon	3.800%	3.800%	1,090,000.00	100.000%	1,090,000.00
02/01/2028	Serial Coupon	3.700%	3.700%	1,130,000.00	100.000%	1,130,000.00
02/01/2029	Serial Coupon	3.650%	3.650%	1,170,000.00	100.000%	1,170,000.00
02/01/2030	Serial Coupon	3.660%	3.660%	1,215,000.00	100.000%	1,215,000.00
02/01/2031	Serial Coupon	3.660%	3.660%	1,260,000.00	100.000%	1,260,000.00
02/01/2032	Serial Coupon	3.670%	3.670%	1,305,000.00	100.000%	1,305,000.00
02/01/2033	Serial Coupon	3.680%	3.680%	1,355,000.00	100.000%	1,355,000.00
02/01/2034	Serial Coupon	3.840%	3.840%	1,405,000.00	100.000%	1,405,000.00
02/01/2035	Serial Coupon	3.980%	3.980%	1,455,000.00	100.000%	1,455,000.00
02/01/2036	Serial Coupon	4.120%	4.120%	1,515,000.00	100.000%	1,515,000.00
02/01/2037	Serial Coupon	4.280%	4.280%	1,575,000.00	100.000%	1,575,000.00
02/01/2038	Serial Coupon	4.340%	4.340%	1,625,000.00	100.000%	1,625,000.00
<b>Total</b>	-	-	-	<b>\$16,870,000.00</b>	-	<b>\$16,870,000.00</b>

**Bid Information**

Par Amount of Bonds	\$16,870,000.00
Gross Production	\$16,870,000.00
Total Underwriter's Discount (0.800%)	\$(134,960.00)
Bid (99.200%)	16,735,040.00
Total Purchase Price	\$16,735,040.00
Bond Year Dollars	\$136,950.00
Average Life	8.118 Years
Average Coupon	3.9782160%
Net Interest Cost (NIC)	4.0767629%
True Interest Cost (TIC)	4.0789125%

**\$16,870,000**

**Fergus Falls, Minnesota**

General Obligation Bonds, Series 2024A

Issue Summary

**NET DEBT SERVICE SCHEDULE**

Date	Principal	Coupon	Interest	Total P+I	Net New D/S	105% of Total	Assessment	Sales Tax Revenue	Levy Required
02/01/2025	-	-	-	-	-	-	-	-	-
02/01/2026	770,000.00	3.950%	985,359.75	1,755,359.75	1,755,359.75	1,843,127.74	78,920.00	1,700,000.00	64,207.74
02/01/2027	1,090,000.00	3.800%	626,491.50	1,716,491.50	1,716,491.50	1,802,316.08	39,460.00	1,700,000.00	62,856.08
02/01/2028	1,130,000.00	3.700%	585,071.50	1,715,071.50	1,715,071.50	1,800,825.08	39,460.00	1,700,000.00	61,365.08
02/01/2029	1,170,000.00	3.650%	543,261.50	1,713,261.50	1,713,261.50	1,798,924.58	39,460.00	1,700,000.00	59,464.58
02/01/2030	1,215,000.00	3.660%	500,556.50	1,715,556.50	1,715,556.50	1,801,334.33	39,460.00	1,700,000.00	61,874.33
02/01/2031	1,260,000.00	3.660%	456,087.50	1,716,087.50	1,716,087.50	1,801,891.88	39,460.00	1,700,000.00	62,431.88
02/01/2032	1,305,000.00	3.670%	409,971.50	1,714,971.50	1,714,971.50	1,800,720.08	39,460.00	1,700,000.00	61,260.08
02/01/2033	1,355,000.00	3.680%	362,078.00	1,717,078.00	1,717,078.00	1,802,931.90	39,460.00	1,700,000.00	63,471.90
02/01/2034	1,405,000.00	3.840%	312,214.00	1,717,214.00	1,717,214.00	1,803,074.70	39,460.00	1,700,000.00	63,614.70
02/01/2035	1,455,000.00	3.980%	258,262.00	1,713,262.00	1,713,262.00	1,798,925.10	39,460.00	1,700,000.00	59,465.10
02/01/2036	1,515,000.00	4.120%	200,353.00	1,715,353.00	1,715,353.00	1,801,120.65	39,460.00	1,700,000.00	61,660.65
02/01/2037	1,575,000.00	4.280%	137,935.00	1,712,935.00	1,712,935.00	1,798,581.75	39,460.00	1,700,000.00	59,121.75
02/01/2038	1,625,000.00	4.340%	70,525.00	1,695,525.00	1,695,525.00	1,780,301.25	17,983.00	1,700,000.00	62,318.25
<b>Total</b>	<b>\$16,870,000.00</b>	<b>-</b>	<b>\$5,448,166.75</b>	<b>\$22,318,166.75</b>	<b>\$22,318,166.75</b>	<b>\$23,434,075.09</b>	<b>\$530,963.00</b>	<b>\$22,100,000.00</b>	<b>\$803,112.09</b>

Dated	8/01/2024
Delivery Date	8/01/2024
First Coupon Date	8/01/2025

**Yield Statistics**

Bond Year Dollars	\$136,950.00
Average Life	8.118 Years
Average Coupon	3.9782160%
Net Interest Cost (NIC)	4.0767629%
True Interest Cost (TIC)	4.0789125%
Bond Yield for Arbitrage Purposes	3.9593095%
All Inclusive Cost (AIC)	4.1792697%

**IRS Form 8038**

Net Interest Cost	3.9782160%
Weighted Average Maturity	8.118 Years

**\$1,195,000**

**Fergus Falls, Minnesota**

General Obligation Bonds, Series 2024A

Improvement Portion

**NET DEBT SERVICE SCHEDULE**

Date	Principal	Coupon	Interest	Total P+I	Net New D/S	105% of Total	Assessment	Levy Required
02/01/2025	-	-	-	-	-	-	-	-
02/01/2026	90,000.00	3.950%	69,699.00	159,699.00	159,699.00	167,683.95	78,920.00	88,763.95
02/01/2027	75,000.00	3.800%	42,911.00	117,911.00	117,911.00	123,806.55	39,460.00	84,346.55
02/01/2028	80,000.00	3.700%	40,061.00	120,061.00	120,061.00	126,064.05	39,460.00	86,604.05
02/01/2029	80,000.00	3.650%	37,101.00	117,101.00	117,101.00	122,956.05	39,460.00	83,496.05
02/01/2030	85,000.00	3.660%	34,181.00	119,181.00	119,181.00	125,140.05	39,460.00	85,680.05
02/01/2031	90,000.00	3.660%	31,070.00	121,070.00	121,070.00	127,123.50	39,460.00	87,663.50
02/01/2032	90,000.00	3.670%	27,776.00	117,776.00	117,776.00	123,664.80	39,460.00	84,204.80
02/01/2033	95,000.00	3.680%	24,473.00	119,473.00	119,473.00	125,446.65	39,460.00	85,986.65
02/01/2034	100,000.00	3.840%	20,977.00	120,977.00	120,977.00	127,025.85	39,460.00	87,565.85
02/01/2035	100,000.00	3.980%	17,137.00	117,137.00	117,137.00	122,993.85	39,460.00	83,533.85
02/01/2036	105,000.00	4.120%	13,157.00	118,157.00	118,157.00	124,064.85	39,460.00	84,604.85
02/01/2037	110,000.00	4.280%	8,831.00	118,831.00	118,831.00	124,772.55	39,460.00	85,312.55
02/01/2038	95,000.00	4.340%	4,123.00	99,123.00	99,123.00	104,079.15	17,983.00	86,096.15
<b>Total</b>	<b>\$1,195,000.00</b>	<b>-</b>	<b>\$371,497.00</b>	<b>\$1,566,497.00</b>	<b>\$1,566,497.00</b>	<b>\$1,644,821.85</b>	<b>\$530,963.00</b>	<b>\$1,113,858.85</b>

Dated	8/01/2024
Delivery Date	8/01/2024
First Coupon Date	8/01/2025

**Yield Statistics**

Bond Year Dollars	\$9,362.50
Average Life	7.835 Years
Average Coupon	3.9679252%
Net Interest Cost (NIC)	4.0700347%
True Interest Cost (TIC)	4.0728385%
Bond Yield for Arbitrage Purposes	3.9593095%
All Inclusive Cost (AIC)	4.1765194%

**IRS Form 8038**

Net Interest Cost	3.9679252%
Weighted Average Maturity	7.835 Years

**\$15,675,000**

**Fergus Falls, Minnesota**

General Obligation Bonds, Series 2024A

Sales Tax Revenue Portion

**NET DEBT SERVICE vs. REVENUE**

Date	Principal	Coupon	Interest	Total P+I	Net New D/S	105% Overlevy	Sales Tax Revenue	Surplus
02/01/2025	-	-	-	-	-	-	-	-
02/01/2026	680,000.00	3.950%	915,660.75	1,595,660.75	1,595,660.75	1,675,443.79	1,700,000.00	24,556.21
02/01/2027	1,015,000.00	3.800%	583,580.50	1,598,580.50	1,598,580.50	1,678,509.53	1,700,000.00	21,490.48
02/01/2028	1,050,000.00	3.700%	545,010.50	1,595,010.50	1,595,010.50	1,674,761.03	1,700,000.00	25,238.98
02/01/2029	1,090,000.00	3.650%	506,160.50	1,596,160.50	1,596,160.50	1,675,968.53	1,700,000.00	24,031.48
02/01/2030	1,130,000.00	3.660%	466,375.50	1,596,375.50	1,596,375.50	1,676,194.28	1,700,000.00	23,805.73
02/01/2031	1,170,000.00	3.660%	425,017.50	1,595,017.50	1,595,017.50	1,674,768.38	1,700,000.00	25,231.63
02/01/2032	1,215,000.00	3.670%	382,195.50	1,597,195.50	1,597,195.50	1,677,055.28	1,700,000.00	22,944.73
02/01/2033	1,260,000.00	3.680%	337,605.00	1,597,605.00	1,597,605.00	1,677,485.25	1,700,000.00	22,514.75
02/01/2034	1,305,000.00	3.840%	291,237.00	1,596,237.00	1,596,237.00	1,676,048.85	1,700,000.00	23,951.15
02/01/2035	1,355,000.00	3.980%	241,125.00	1,596,125.00	1,596,125.00	1,675,931.25	1,700,000.00	24,068.75
02/01/2036	1,410,000.00	4.120%	187,196.00	1,597,196.00	1,597,196.00	1,677,055.80	1,700,000.00	22,944.20
02/01/2037	1,465,000.00	4.280%	129,104.00	1,594,104.00	1,594,104.00	1,673,809.20	1,700,000.00	26,190.80
02/01/2038	1,530,000.00	4.340%	66,402.00	1,596,402.00	1,596,402.00	1,676,222.10	1,700,000.00	23,777.90
<b>Total</b>	<b>\$15,675,000.00</b>	<b>-</b>	<b>\$5,076,669.75</b>	<b>\$20,751,669.75</b>	<b>\$20,751,669.75</b>	<b>\$21,789,253.24</b>	<b>\$22,100,000.00</b>	<b>\$310,746.76</b>

Dated	8/01/2024
Delivery Date	8/01/2024
First Coupon Date	8/01/2025

**Yield Statistics**

Bond Year Dollars	\$127,587.50
Average Life	8.140 Years
Average Coupon	3.9789711%
Net Interest Cost (NIC)	4.0772566%
True Interest Cost (TIC)	4.0793595%
Bond Yield for Arbitrage Purposes	3.9593095%
All Inclusive Cost (AIC)	4.1794721%

**342.13 LOCAL CONTROL.**

(a) A local unit of government may not prohibit the possession, transportation, or use of cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products authorized under this chapter.

(b) Except as provided in section 342.22, a local unit of government may not prohibit the establishment or operation of a cannabis business licensed under this chapter.

(c) A local unit of government may adopt reasonable restrictions on the time, place, and manner of the operation of a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses. A local unit of government may prohibit the operation of a cannabis business within 1,000 feet of a school, or 500 feet of a day care, residential treatment facility, or an attraction within a public park that is regularly used by minors, including a playground or athletic field.

(d) The office shall work with local units of government to:

(1) develop model ordinances for reasonable restrictions on the time, place, and manner of the operation of a cannabis business;

(2) develop standardized forms and procedures for the issuance of a retail registration pursuant to section 342.22; and

(3) develop model policies and procedures for the performance of compliance checks required under section 342.22.

(e) If a local unit of government is conducting studies or has authorized a study to be conducted or has held or has scheduled a hearing for the purpose of considering adoption or amendment of reasonable restrictions on the time, place, and manner of the operation of a cannabis business, the governing body of the local unit of government may adopt an interim ordinance applicable to all or part of its jurisdiction for the purpose of protecting the planning process and the health, safety, and welfare of its citizens. Before adopting the interim ordinance, the governing body must hold a public hearing. The interim ordinance may regulate, restrict, or prohibit the operation of a cannabis business within the jurisdiction or a portion thereof until January 1, 2025.

(f) Within 30 days of receiving a copy of an application from the office, a local unit of government shall certify on a form provided by the office whether a proposed cannabis business complies with local zoning ordinances and, if applicable, whether the proposed business complies with the state fire code and building code. The office may not issue a license if a cannabis business does not meet local zoning and land use laws.

(g) Upon receipt of an application for a license issued under this chapter, the office shall contact the local unit of government in which the business would be located and provide the local unit of government with 30 days in which to provide input on the application. The local unit of government may provide the office with any additional information it believes is relevant to the office's decision on whether to issue a license, including but not limited to identifying concerns about the proposed location of a cannabis business or sharing public information about an applicant.

(h) The office by rule shall establish an expedited complaint process to receive, review, and respond to complaints made by a local unit of government about a cannabis business. Complaints may include alleged violations of local ordinances or other alleged violations. At a minimum, the expedited complaint process shall require the office to provide an initial response to the complaint within seven days and perform any necessary inspections within 30 days. Nothing in this paragraph prohibits a local unit of government from

enforcing a local ordinance. If a local unit of government notifies the office that a cannabis business other than a cannabis retailer, cannabis microbusiness with a retail operations endorsement, cannabis mezzobusiness, lower-potency hemp edible retailer, medical cannabis retailer, or medical cannabis combination business poses an immediate threat to the health or safety of the public, the office must respond within one business day and may take any action described in section 342.19 or 342.21.

(i) A local government unit that issues cannabis retailer registration under section 342.22 may, by ordinance, limit the number of licensed cannabis retailers, cannabis mezzobusinesses with a retail operations endorsement, and cannabis microbusinesses with a retail operations endorsement to no fewer than one registration for every 12,500 residents.

(j) If a county has one active registration for every 12,500 residents, a city or town within the county is not obligated to register a cannabis business.

(k) Nothing in this section shall prohibit a local government unit from allowing licensed cannabis retailers in excess of the minimums set in paragraph (i).

(l) Notwithstanding the foregoing provisions, the state shall not issue a license to any cannabis business to operate in Indian country, as defined in United States Code, title 18, section 1151, of a Minnesota Tribal government without the consent of the Tribal government.

**History:** 2023 c 63 art 1 s 13



**ORDINANCE NO. 58, EIGHTH SERIES**

**AN ORDINANCE OF THE CITY OF FERGUS  
FALLS, MINNESOTA, RELATING TO CANNABIS,  
AMENDING CHAPTER 154.002 DEFINITIONS,  
CHAPTER 154.040, B-6, SHOPPING CENTER  
BUSINESS DISTRICT AND CHAPTER 154.041, I-1,  
PLANNED INDUSTRIAL DISTRICT OF THE CITY  
CODE.**

THE CITY OF FERGUS FALLS DOES ORDAIN:

Section 1. City Code Chapter 154.002, Definitions, Cannabis Business is hereby added to read as follows:

***CANNABIS BUSINESS.*** “Cannabis Business” means any of the cannabis businesses licensed by the State of Minnesota pursuant to MSA Chapter 342.

Section 2. City Code Chapter 154.040, B-6, Shopping Center Business District, subparagraph (B)(2), is hereby amended by adding the following uses:

(g) Cannabis Retailer;

(a) A cannabis retailer shall not be located within 250 feet from any public or private school, daycare, residential treatment facility, and from any other cannabis business.

(h) Cannabis Microbusiness;

(a) A cannabis microbusiness shall not be located within 250 feet from any public or private school, daycare, residential treatment facility, and from any other cannabis business.

(b) A cannabis microbusiness can operate in a B-6 zone for food processing and packaging purposes if no industrial processing or processing of raw materials is allowed.

(i) Cannabis Mezzobusiness;

(a) A cannabis mezzobusiness shall not be located within 250 feet from any public or private school, daycare, residential treatment facility, and from any other cannabis business.

(b) A cannabis mezzobusiness can operate in a B-6 zone for food processing and packaging purposes if no industrial processing or processing of raw materials is allowed.

(j) Cannabis Cultivator;

(a) A cannabis cultivator shall not be located within 250 feet from any public or private school, daycare, residential treatment facility, and from any other cannabis business.

(b) If in a zone other than an agricultural zone, a cannabis cultivator can only grow indoor of up to 30,000 square feet and not permitted to grow outdoors.

(c) A cannabis cultivator can operate in a B-6 zone for growing, cultivating and packaging purposes if no industrial processing or processing of raw materials is allowed.

Section 3. City Code Chapter 154.041, I-1, Planned Industrial District, (B), is amended by adding the following uses:

(24) Cannabis Retailer;

(a) A cannabis retailer shall not be located within 250 feet from any public or private school, daycare, residential treatment facility, and from any other cannabis business.

(25) Cannabis Microbusiness;

(a) A cannabis microbusiness shall not be located within 250 feet from any public or private school, daycare, residential treatment facility, and from any other cannabis business.

(b) A cannabis microbusiness can operate in a I1 through I3 zone for food processing and packaging purposes, industrial processing, processing of raw materials, and retail sales with proper state licensing.

(26) Cannabis Mezzobusiness;

(a) A cannabis mezzobusiness shall not be located within 250 feet from any public or private school, daycare, residential treatment facility, and from any other cannabis business.

(b) A cannabis mezzobusiness can operate in a I-1 zone for food processing and packaging purposes, industrial processing or processing of raw materials.

the following use:

(27) Cannabis Cultivator;

(a) A cannabis cultivator shall not be located within 250 feet from any public or private school, daycare, residential treatment facility, and from any other cannabis business.

(b) If in a zone other than an agricultural zone, a cannabis cultivator can only grow indoor of up to 30,000 square feet and not permitted to grow outdoors.

(c) A cannabis cultivator can operate in a I-1 zone for growing, cultivating, processing and packaging and processing of raw materials.

(28) Cannabis Manufacturer;

(a) A cannabis manufacturer shall not be located within 250 feet from any public or private school, daycare, residential treatment facility, and from any other cannabis business.

(b) A cannabis manufacturer can operate in a I-1 zone for food processing and packaging purposes, manufacturing, industrial processing or processing of raw materials.

(29) Cannabis Wholesaler;

(a) A cannabis wholesaler shall not be located within 250 feet from any public or private school, daycare, residential treatment facility, and from any other cannabis business.

(b) A cannabis wholesaler can operate in a I-1 zone for food processing and packaging purposes, manufacturing, industrial processing or processing of raw materials.

Section 4. Effective date. The effective date of this ordinance shall be the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Section 5. Summary Publication. Pursuant to Minn. Stat. §412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the

entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance.

**ORDINANCE NO. 58, EIGHTH SERIES**

**AN ORDINANCE OF THE CITY OF FERGUS FALLS, MINNESOTA, RELATING TO CANNABIS, AMENDING CHAPTER 154.002 DEFINITIONS, CHAPTER 154.040, B-6, SHOPPING CENTER BUSINESS DISTRICT AND CHAPTER 154.041, I-1, PLANNED INDUSTRIAL DISTRICT OF THE CITY CODE.**

THIS ORDINANCE was introduced on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, and adopted by the City Council of the City of Fergus Falls, Minnesota, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by the following vote:

AYES:

NAYS:

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

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

barb/acityoffergusfalls/ords/8thseries/Ord58

**ORDINANCE NO. 58, EIGHTH SERIES**

**AN ORDINANCE OF THE CITY OF FERGUS  
FALLS, MINNESOTA, RELATING TO CANNABIS,  
AMENDING CHAPTER 154.002 DEFINITIONS,  
CHAPTER 154.040, B-6, SHOPPING CENTER  
BUSINESS DISTRICT AND CHAPTER 154.041, I-1,  
PLANNED INDUSTRIAL DISTRICT OF THE CITY  
CODE.**

THE CITY OF FERGUS FALLS DOES ORDAIN:

Section 1. City Code Chapter 154.002, Definitions, Cannabis Business is hereby added to read as follows:

***CANNABIS BUSINESS.*** “Cannabis Business” means any of the cannabis businesses licensed by the State of Minnesota pursuant to MSA Chapter 342.

Section 2. City Code Chapter 154.038, B-3, General Business District, subparagraph (C), is hereby amended by adding the following conditional use:

(8) Cannabis Retailer;

(a) A cannabis retailer shall not be located within 250 feet from any public or private school, daycare, residential treatment facility, any other cannabis business, or an attraction within a public park that is regularly used by minors including a playground or athletic field.

Section 3. City Code Chapter 154.040, B-6, Shopping Center Business District, subparagraph (B)(2), is hereby amended by adding the following uses:

(h) Cannabis Microbusiness;

(a) A cannabis microbusiness shall not be located within 250 feet from any public or private school, daycare, residential treatment facility, any other cannabis business, or an attraction within a public park that is regularly used by minors including a playground or athletic field.

(b) A cannabis microbusiness can operate in a B-6 zone for food processing and packaging purposes if no industrial processing or processing of raw materials is allowed.

(i) Cannabis Mezzobusiness;

(a) A cannabis mezzobusiness shall not be located within 250 feet from any public or private school, daycare, residential treatment facility, any other cannabis business, or an attraction within a public park that is regularly used by minors including a playground or athletic field.

(b) A cannabis mezzobusiness can operate in a B-6 zone for food processing and packaging purposes if no industrial processing or processing of raw materials is allowed.

(j) Cannabis Cultivator;

(a) A cannabis cultivator shall not be located within 250 feet from any public or private school, daycare, residential treatment facility, any other cannabis business, or an attraction within a public park that is regularly used by minors including a playground or athletic field.

(b) If in a zone other than an agricultural zone, a cannabis cultivator can only grow indoors of up to 30,000 square feet and is not permitted to grow outdoors.

(c) A cannabis cultivator can operate in a B-6 zone for growing, cultivating and packaging purposes if no industrial processing or processing of raw materials is allowed.

Section 4. City Code Chapter 154.041, I-1, Planned Industrial District, (B), is amended by adding the following uses:

(24) Cannabis Retailer;

(a) A cannabis retailer shall not be located within 250 feet from any public or private school, daycare, residential treatment facility, any other cannabis business, or an attraction within a public park that is regularly used by minors including a playground or athletic field.

(25) Cannabis Microbusiness;

(a) A cannabis microbusiness shall not be located within 250 feet from any public or private school, daycare, residential treatment facility, any other cannabis business, or an attraction within a public park that is regularly used by minors including a playground or athletic field.

(b) A cannabis microbusiness can operate in a I1 through I3 zone for food processing and packaging purposes, industrial processing, processing of raw materials, and retail sales with proper state licensing.

(26) Cannabis Mezzobusiness;

(a) A cannabis mezzobusiness shall not be located within 250 feet from any public or private school, daycare, residential treatment facility, any other cannabis business, or an attraction within a public park that is regularly used by minors including a playground or athletic field.

(b) A cannabis mezzobusiness can operate in a I-1 zone for food processing and packaging purposes, industrial processing or processing of raw materials.

(27) Cannabis Cultivator;

(a) A cannabis cultivator shall not be located within 250 feet from any public or private school, daycare, residential treatment facility, any other cannabis business, or an attraction within a public park that is regularly used by minors including a playground or athletic field.

(b) If in a zone other than an agricultural zone, a cannabis cultivator can only grow indoor of up to 30,000 square feet and not permitted to grow outdoors.

(c) A cannabis cultivator can operate in a I-1 zone for growing, cultivating, processing and packaging and processing of raw materials.

(28) Cannabis Manufacturer;

(a) A cannabis manufacturer shall not be located within 250 feet from any public or private school, daycare, residential treatment facility, any other cannabis business, or an attraction within a public park that is regularly used by minors including a playground or athletic field.

(b) A cannabis manufacturer can operate in a I-1 zone for food processing and packaging purposes, manufacturing, industrial processing or processing of raw materials.

(29) Cannabis Wholesaler;

(a) A cannabis wholesaler shall not be located within 250 feet from any public or private school, daycare, residential treatment facility, any other

cannabis business, or an attraction within a public park that is regularly used by minors including a playground or athletic field.

(b) A cannabis wholesaler can operate in a I-1 zone for food processing and packaging purposes, manufacturing, industrial processing or processing of raw materials.

Section 5. Effective date. The effective date of this ordinance shall be the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Section 5. Summary Publication. Pursuant to Minn. Stat. §412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance.

**ORDINANCE NO. 58, EIGHTH SERIES**

**AN ORDINANCE OF THE CITY OF FERGUS FALLS, MINNESOTA, RELATING TO CANNABIS, AMENDING CHAPTER 154.002 DEFINITIONS, CHAPTER 154.040, B-6, SHOPPING CENTER BUSINESS DISTRICT AND CHAPTER 154.041, I-1, PLANNED INDUSTRIAL DISTRICT OF THE CITY CODE.**

THIS ORDINANCE was introduced on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, and adopted by the City Council of the City of Fergus Falls, Minnesota, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by the following vote:

AYES:

NAYS:

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

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



## 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

A-1 LOCK & KEY LLC	MAY FIRE STATION CYLINDER LOCK	2,676.00
A-1 LOCK & KEY LLC	MAY FRONT DOOR REPAIRS	120.00
A-1 LOCK & KEY LLC	RE-KEY N STORAGE ON W BUILDING	193.50
ARC DOCUMENT SOLUTIONS LLC	APR BASE MAINTENANCE	258.00
ARC DOCUMENT SOLUTIONS LLC	CANON MATTE BLACK INK	112.91
ARC DOCUMENT SOLUTIONS LLC	DEC BASE MAINTENANCE	258.00
ARC DOCUMENT SOLUTIONS LLC	FEB BASE MAINTENANCE	258.00
ARC DOCUMENT SOLUTIONS LLC	JAN BASE MAINTENANCE	258.00
ARC DOCUMENT SOLUTIONS LLC	MAINTENANCE GIS PRINTER	217.19-
ARC DOCUMENT SOLUTIONS LLC	MAR BASE MAINTENANCE	258.00
ARC DOCUMENT SOLUTIONS LLC	MAY BASE MAINTENANCE	258.00
AT&T MOBILITY	CELL PHONE DATA	89.42
AT&T MOBILITY	DATA PLANS/FIRE CHIEF	49.74
AT&T MOBILITY	DATA PLANS/PREVENTION CHIEF	44.71
AT&T MOBILITY	DATA PLANS/TRAINING CHIEF	49.74
AVT FERGUS FALLS	TOW CHEVY EQUINOX/24016905	215.00
PBBS EQUIPMENT CORP	JUNE REPAIR ON BOILER	886.00
ADMINISTRATOR'S CONTINGENCY FD	CANCEL PARK SHELTER-ENDERS	50.00
ADMINISTRATOR'S CONTINGENCY FD	CANCEL PAVILION RENTAL-STUNDAH	80.00
ADMINISTRATOR'S CONTINGENCY FD	JUNE ELECTIONS MILEAGE	69.01
ADMINISTRATOR'S CONTINGENCY FD	RABIES VACCINATION CLINIC	100.00
ADMINISTRATOR'S CONTINGENCY FD	RECORD TIMBER COVER ADDITION	56.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND YOUTH BASEBALL	675.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/OVERPAY INVOICES	107.92
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PAVILION DEPOSIT-BAUMAN	100.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PAVILION DEPOSIT-CARLSON	100.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PAVILION DEPOSIT-HAUG	100.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PAVILION DEPOSIT-HED	100.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PAVILION DEPOSIT-HELSET	100.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PAVILION DEPOSIT-HERRON	100.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PAVILION DEPOSIT-NORDIC	100.00

## General

ADMINISTRATOR'S CONTINGENCY	FD	REFUND/PAVILION DEPOSIT-RMCEP	100.00
ADMINISTRATOR'S CONTINGENCY	FD	REFUND/PAVILION DEPOSIT-STENST	100.00
ADMINISTRATOR'S CONTINGENCY	FD	REFUND/PAVILION DEPOSIT-VIGESS	100.00
ADMINISTRATOR'S CONTINGENCY	FD	REFUND/PAVILION DEPOSIT-WELLS	100.00
ADMINISTRATOR'S CONTINGENCY	FD	REFUND/PLPS DEPOSIT-BEDOY	25.00
ADMINISTRATOR'S CONTINGENCY	FD	REFUND/PLPS DEPOSIT-BEVING	25.00
ADMINISTRATOR'S CONTINGENCY	FD	REFUND/PLPS DEPOSIT-BLONDEAU	25.00
ADMINISTRATOR'S CONTINGENCY	FD	REFUND/PLPS DEPOSIT-HANSON	25.00
ADMINISTRATOR'S CONTINGENCY	FD	REFUND/PLPS DEPOSIT-HAUGE	25.00
ADMINISTRATOR'S CONTINGENCY	FD	REFUND/PLPS DEPOSIT-LIEN	25.00
ADMINISTRATOR'S CONTINGENCY	FD	REFUND/PLPS DEPOSIT-NEESE	25.00
ADMINISTRATOR'S CONTINGENCY	FD	REFUND/PLPS DEPOSIT-STEPHAN	25.00
ADMINISTRATOR'S CONTINGENCY	FD	2024 SAFETY BOOT REIMBURSEMENT	50.00
ADVANCED CAPITAL GROUP INC		APRIL-JUNE 2024 INVESTMENT FEE	3,750.00
VESTIS		MAY LINEN SUPPLY	1,385.58
VESTIS		APRIL LINEN SUPPLY	75.82
VESTIS		MAY LINEN SUPPLY	113.73
AUTO VALUE - FERGUS FALLS		JUN BRAKE PARTS CLEANER (PARK)	47.88
BECKER ARENA PRODUCTS INC		MARCH FREIGHT	680.00
BECKER ARENA PRODUCTS INC		MARCH 5/8" ROUND CORNER GLASS	1,804.00
BERGANKDV, LTD		2023 AUDIT EXPENSE	2,560.00
CSG JANITORIAL		CLEANING 05/26-6/2	500.00
BEYER BODY SHOP, INC.		TOW NISSAN ALTIMA/24016629	125.00
BUILDERS FIRSTSOURCE INC		MAY KITCHEN REPAIRS	457.30
BUILDERS FIRSTSOURCE INC		MAY NP PARK BATHHOUSE	873.79
BUILDERS FIRSTSOURCE INC		MAY SENIOR CENTER/KITCHEN	9.18
BUSE TOWNSHIP		2024 ANNEXATION PAYMENT	3,446.17
CHARTER COMMUNICATIONS		06/02-07/01/24 CABLE	44.88
CHARTER COMMUNICATIONS		06/04-07/03/24 CABLE	52.62
MARK CHRISTOPHERSON		PAY APP NO 2	60,000.00
VIKING COCA-COLA BOTTLING CO		MAY CONCESSIONS SUPPLIES	1,369.70
COLE PAPERS INC		JUNE CLEANING SUPPLIES	242.57
COMMISSIONER OF REVENUE		2024 JUNE ESTIMATED SALES TAX	59,397.00
COMMISSIONER OF REVENUE		2024 MAY SALES TAX	73,149.00
COMMISSIONER OF REVENUE		2024 MAY SALES TAX/THC BEVERAG	327.00
COOPERS TECHNOLOGY GROUP		JUNE PAPER CLIPS,5X8 PADS	15.90
COOPERS TECHNOLOGY GROUP		MAY CONTROL BOX-3LEG BASE	315.00
COOPERS TECHNOLOGY GROUP		MAY INSTALL ELECTRIC 3LEG BASE	390.00
COOPERS TECHNOLOGY GROUP		MAY REPAINT FILES&CABINETS	788.00
COOPERS TECHNOLOGY GROUP		MAY SELF-STICK NOTE PADS	17.49
COSSETTE ELECTRIC LLC		JUNE ELECTRICAL WORK REQUIRED	703.21
COSSETTE ELECTRIC LLC		MAY ARENA AMMONIA ALARM PANEL	4,771.92
COSSETTE ELECTRIC LLC		MAY COMPRESSOR REPAIR AT	296.28

## General

COSSETTE ELECTRIC LLC	MAY ELECTRICAL WORK/MOD	94.37
COSSETTE ELECTRIC LLC	MAY PARK N REC OFFICE	132.12
COSSETTE ELECTRIC LLC	MAY REPAIRS TO READER ON E	234.22
COSSETTE ELECTRIC LLC	MAY WEST LINCOLN & E LINCOLN	6,460.16
D ERVASTI SALES CO LLC	MAY PIQUA WHITE FIELD MARKING	1,648.50
DACOTAH PAPER CO	JUNE DISP SVP ULTRA BLK F/SOFT	14.42
DACOTAH PAPER CO	JUNE MOP HANDLE,BUCKET,BAGS,	1,092.74
DACOTAH PAPER CO	JUNE MOP WET ANTIMIC 24OZ 1.25	36.14
DACOTAH PAPER CO	MAY SWIFFER REFILL,GARBAGE BAG	190.68
DAILY JOURNAL	JUNE NOTICE-HOUSING TAX REBATE	167.16
DAILY JOURNAL	JUNE 2024 VARIANCES	119.94
EQUIPMENT FUND	ADVANCE-GOLFCRS BOBCAT 5600T	12,746.73
EQUIPMENT FUND	MAY FUEL CHARGES #0951	221.25
EQUIPMENT FUND	MAY FUEL CHARGES #3002	97.58
EQUIPMENT FUND	MAY FUEL CHARGES #3006	115.33
EQUIPMENT FUND	MAY FUEL CHARGES #3013	125.11
EQUIPMENT FUND	MAY FUEL CHARGES #3019	66.00
EQUIPMENT FUND	MAY FUEL CHARGES #3040	73.12
EQUIPMENT FUND	MAY FUEL CHARGES #3041	42.84
4M FUND	MAY 2024 SERVICE CHARGE	78.55
FERGUS FALLS CONVENTION &	APR 2024 LODGING TAX	13,721.40
FERGUS FALLS CONVENTION &	APR 2024 LODGING TAX ADMIN	411.64-
FERGUS FALLS TOWNSHIP	2024 ANNEX PMT 71003500190000	36.07
FERGUS HOME & HARDWARE	OAK GROVE CEMETARY/FERTILIZER	2,514.48
FIRE-N-ICE HEATING & AIR COND	APRIL REROUTE GAS PIPING	1,167.50
FLAHERTY & HOOD, PA	2024 LABOR CONSULTING SERVICE	174.25
GALLS LLC	HAKEN UNIFORM PURCHASE	31.54
GALLS LLC	ONSTAD UNIFORM PURCHASE	145.63
GALLS LLC	RENNER UNIFORM PURCHASE	73.58
GENERAL FUND	CHILLER CONNECT/GLYCOL 2022	22,450.00-
GENERAL FUND	MAY COPIER USE	292.04
GENERAL FUND	MAY POSTAGE USE	320.58
GENERAL FUND	SURCHARGE PERMIT 17089 AQUATIC	1,690.13
GENERAL FUND	TRANSFER MAY COPIER USE	448.02-
GENERAL FUND	TRANSFER MAY POSTAGE USE	732.09-
GOODIN COMPANY	JUNE KIRKBRIDE PARK PARTS	93.86
GOODIN COMPANY	JUNE KIRKBRIDE/1" MALE ADAPTER	17.85
GOODIN COMPANY	JUNE POLY PEX PRESS COUPLING	15.40
GOODIN COMPANY	MAY FEMALE ADAPTER 1/2X3/4	86.87
GOODIN COMPANY	MAY KIRKBRIDE PARK PARTS	1,457.68
GOODIN COMPANY	MAY 1HP BOOSTER PUMP/KIRKBRIDE	1,742.91
GRAINGER INC	JUNE SPLASH PAD SUPPLIES	1,183.84
GREAT PLAINS FIRE	ANNUAL PUMP TESTS	1,300.00

## General

GREAT PLAINS NATURAL GAS CO	MAY NATURAL GAS EXPENSE	366.62
HAWKINS INC	JUNE SODA ASH GRADE 100	124.00
HIGH POINT NETWORKS LLC	AZURE ACTIVE DIRECTORY PREMIUM	1,008.00
HIGH POINT NETWORKS LLC	HPN MONTHLY M365/GSUITE BACKUP	339.00
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 PLAN2 FOR GCC	45.00
HILDI INC USI	AUDIT ACTUARIAL SERVICES	100.00
HOME DEPOT CREDIT SERVICES	JUN WAX RINGS/CLOSET BOLTS	27.28
HOME DEPOT CREDIT SERVICES	JUN 100-WATT A19 BULB AIRPORT	9.68
HOME DEPOT CREDIT SERVICES	JUNE FG NITRILE-COATED WG	5.00
HOME DEPOT CREDIT SERVICES	JUNE STEEL CONDUIT HANGER	17.85
HOME DEPOT CREDIT SERVICES	JUNE STEEL HANDLE,BROOM,BRUSH	214.98
HOME DEPOT CREDIT SERVICES	JUNE TAPCON 1/4X4-3/4 HEX HEAD	6.37
HOME DEPOT CREDIT SERVICES	JUNE 1-1/4" GALV PIPE STRAP	4.37
HOME DEPOT CREDIT SERVICES	JUNE 1-1/4X3 GAL NIPPLE	9.97
HOME DEPOT CREDIT SERVICES	JUNE 2X2 BCX PLYWOOD RTC PARK	11.37
HOME DEPOT CREDIT SERVICES	MAY BOWL BRUSH,VINYL TUBE	17.39
HOME DEPOT CREDIT SERVICES	MAY GALVANIZED POULTY NETTING	22.47
HOME DEPOT CREDIT SERVICES	MAY HUSKY CULTIVATOR & TROWEL	39.92
JONAH HOVE	JUNE WILDLAND ACADEMY TRAINING	94.93
INTRINSIC DESIGNS	JUNE PHASE 2 LOGO REBRANDING	2,000.00
INTRINSIC DESIGNS	JUNE 8FT STRETCH TABLE COVER	370.00
JUST ADD WATER LANDSCAPE	MAY 18005 STAINLESS STEEL	1,940.00
LAKE REGION ELECTRIC COOP	MAY ELECTRICITY EXPENSE	2,123.27
LAKE REGION ELECTRIC COOP	MAY/SNOW REMOVAL/EQUIP BLDG	121.88
LEAGUE OF MN CITIES INS. TRUST	3RD QTR 2024 INSURANCE PREMIUM	109,422.00
LEAGUE OF MN CITIES INS. TRUST	3RD QTR 2024 WORKERS' COMP	128,002.00
DANIEL F E LIPSON	REGISTER/PSYCHOLOGY OF DISASTE	1,000.00
DANIEL F E LIPSON	REGISTER/RISK COMMUNICATIONS	1,000.00
LOCATORS & SUPPLIES INC	JUN WHITE MARKING PAINT DELAGO	89.99
MARCO TECHNOLOGIES LLC	02/27-05/26/24 COPIER OVERAGE	217.28
MARCO TECHNOLOGIES LLC	05/27-06/27/24 COPIER RENT	693.24
MARCO TECHNOLOGIES LLC	05/27-06/27/24 PRINTER RENT	107.04
MARK SAND AND GRAVEL COMPANY	JUN FOB MIX OTTERTAIL DRIVE	858.50
MASTER'S MARTIAL ARTS ACADEMY	2024 TAE-KWON DO SESSION I	594.00
MCCABE ROOFING LLC	MAY BELL TOWER REPAIRS	2,971.75
MCCABE ROOFING LLC	MAY REPAIR TO PARK DEPT ROOF	396.75
MCCABE ROOFING LLC	MAY REPAIRS TO ARENA ROOF	847.00
MCCABE ROOFING LLC	MAY REPAIRS TO GOLF CLUB ROOF	439.00
MIDWEST PRINTING COMPANY	MAY #10 WINDOW ENVELOPES	480.00
MINNKOTA ENVIROSERVICES INC	MAY SHREDDING SERVICES	41.30
MISSION MECHANICAL INC	JUNE TOWER START UP & REPAIRS	900.00

## General

MOTOROLA SOLUTIONS INC	MAY PORTABLE RADIOS/FD	98,420.48
TONY NEVILLE	MAY PROFESSIONAL SERVICES	1,250.00
NYCKLEMOE & ELLIG, P.A.	ABATEMENT/634 W STANTON	4,933.95
NYCKLEMOE & ELLIG, P.A.	JUNE PROSECUTING SERVICES	9,758.33
OTTER TAIL POWER COMPANY	MAY ELECTRICITY EXPENSE	35,741.06
OTTER TAIL POWER COMPANY	APRIL INSERT-NO MOW MAY	131.45
OTTER TAIL POWER COMPANY	APRIL INSERT-REGISTER PARK&REC	65.73
OTTER TAIL POWER COMPANY	APRIL INSERT-SUMMER HOURS	65.73
OTTER TAIL TELCOM	APRIL LONG DISTANCE	32.38
OTTER TAIL TELCOM	CITY HALL PHONES	72.32
OTTER TAIL TELCOM	JUN. TELEPHONE LINES	2,454.47
OTTER TAIL TELCOM	JUNE TELEPHONE EXPENSE	1,018.37
OTTER TAIL TELCOM	MAY TELEPHONE EXPENSE	309.23
OTTER TAIL TELCOM	POLICE DEPT PHONE LINES	167.00
OTTER TRACK & FIELD	TRACK & FIELD K-6TH GRADE	3,816.00
PENEY CAKES CUPCAKERY	SPLASH PAD PHASE 2 ART REVEAL	614.64
PERRIN MOBILE MEDICAL SERVICES	MAY RANDOM DRUG SCREEN	135.00
POLICE DEPT CONTINGENCY FUND	CEDERBERG TRAINING TRVL MEALS	49.71
POLICE DEPT CONTINGENCY FUND	MATTSON UNIFORM PURCHASE	247.67
PRINCIPAL CUSTODY SOLUTIONS	PURCHASE OF INVEST/MAY	457,750.30
PRINCIPAL CUSTODY SOLUTIONS	PURCHASE OF INVEST/3140NVEC7	228,875.15-
PUBLIC UTILITIES DEPARTMENT	MAY PUBLIC UTILITIES	709.07
RED RIVER FLAGS	MAY MISC FLAGS	281.44
EMILY SCALLON	RIVERFRONT ART SCULPTURE RECEP	600.00
JESSE SCHNEEBERGER	2024 TENNIS SESSION I	1,728.00
SHERWIN WILLIAMS CO	JUN TIP/GUARD/XYLENE ST PAINTE	215.97
SIGELMAN STEEL & SALVAGE CO	JUN SIGN POST MATERIAL	43.07
SKY CREW SERVICES, LLC	JULY MANAGEMENT FEES	3,500.00
SUMMIT COMPANIES	ANNUAL FIRE EXTINGUISHER INSPE	361.06
SWANSTON EQUIPMENT CO	JUN CRACK SEALANT 6690	1,400.00
SWANSTON EQUIPMENT CO	JUN MACSEAL 6690 CRACK SEALANT	2,800.00
SWEDBERG NURSERY	MAY 2024 TREES	11,609.50
TAG-UP	MAY NAME PLATE UPDATES, HOURS	156.15
T-MOBILE	TRUCK IPAD DATA PLANS	192.33
WADENA ASPHALT INC	JUN BIT MIX SHOPKO PARKING LOT	420.00
WADENA ASPHALT INC	JUNE E VASA/STONE & BROOK	792.00
WORKFORCE DEVELOPMENT SOLUTION	MAY TRAINING-WILDLAND FIRE	675.00
	F U N D   T O T A L	925,073.06

P.A. General

## P.A. General

A-1 LOCK & KEY LLC	REPAIRS CBHH DOOR LOCK RM 181	157.50
ATLAS OUTDOOR SERVICES LLC	JUNE CBHH SNOW/LAWN CARE	1,000.00
BERGANKDV, LTD	2023 AUDIT EXPENSE	2,513.00
COMSTOCK CONSTRUCTION INC	FIRE DOOR REPAIR	425.44
COMSTOCK CONSTRUCTION INC	REPAIRED COUNTERTOP BRACKET	847.55
FERGUS HOME & HARDWARE	DISHWASHER REPAIRS AT CBHH	69.99
GENERAL FUND	MAY COPIER USE	35.34
JOHNSON CONTROLS INC	MONTHLY MAINT -HVAC MAY	1,166.62
MARCO TECHNOLOGIES LLC	05/27-06/27/24 COPIER RENT	51.89
MARCO TECHNOLOGIES LLC	05/27-06/27/24 PRINTER RENT	22.02
OTTER TAIL TELCOM	JUN. TELEPHONE LINES	6.24
SUMMIT COMPANIES	MONTHLY MONITORING -JUN	36.00
	F U N D   T O T A L	6,331.59

## Regional Treatment Center-City Operated

OTTER TAIL POWER COMPANY	MAY ELECTRICITY EXPENSE	197.50
	F U N D   T O T A L	197.50

## Public Library

AMERICAN LIBRARY ASSOCIATION	PRINTED MATERIALS	48.06
VESTIS	MAY LINEN SUPPLY	2.44
BAKER & TAYLOR INC	BOOKS	2,344.55
BAKER & TAYLOR INC	FREIGHT SURCHARGE	46.10
BAKER & TAYLOR INC	LOWE BOOKS	59.84
BAKER & TAYLOR INC	LOWE FREIGHT SURCHARGE	2.00
BAKER & TAYLOR INC	LOWE PROCESSING	4.00
BAKER & TAYLOR INC	PROCESSING	169.08
DAILY JOURNAL	LOWE NEWSPAPER AD	438.25
GREAT PLAINS NATURAL GAS CO	MAY NATURAL GAS EXPENSE	32.68
HOOPLA	DIGITAL CONTENT	1,100.02
KRISTA KUGLER	TRAVEL TO PLA CONTINUE ED	352.44
LEAGUE OF MN CITIES INS TRUST	JANUARY WC DEDUCTIBLE-486993	48.98
VICTOR LUNDEEN COMPANY	BOOKS	120.61

## Public Library

VICTOR LUNDEEN COMPANY	SHEET PROTECTOR BINDER	19.30
MIDWEST TAPE EXCHANGE	DVD	22.49
OTTER TAIL POWER COMPANY	MAY ELECTRICITY EXPENSE	2,017.23
OTTER TAIL POWER COMPANY	APRIL INSERT-SUMMER READING	131.46
OTTER TAIL TELCOM	JUN. TELEPHONE LINES	106.03
OTTER TAIL TELCOM	JUNE TELEPHONE EXPENSE	210.91
OTTER TAIL TELCOM	LIBRARY FAX LINE	35.40
STENERSON BROTHERS LUMBER CO	JUN LIBRARY RAIN GARDEN CONCRE	20.00
US BANK EQUIPMENT FINANCE	05/20-06/20/24 COPIER RENT	562.73
VIKING LIBRARY SYSTEM	LIBRARY CARDS	130.00
	F U N D   T O T A L	8,024.60

## Bigwood Event Center

VESTIS	APRIL LINEN SUPPLY	196.28
VESTIS	JUNE LINEN SUPPLY	239.22
VESTIS	MAY LINEN SUPPLY	956.88
BJORN'S HEATING & AIR COND INC	MAY MAINTENANCE AT BIGWOOD	115.00
CARDCONNECT	MAY CREDIT CARD FEES	180.54
CLOVER	JUNE POS MONTHLY CHARGE	215.59
COMMISSIONER OF REVENUE	2024 MAY SALES TAX	82.52
GENERAL FUND	MAY POSTAGE USE	.64
GREAT PLAINS NATURAL GAS CO	MAY NATURAL GAS EXPENSE	114.81
INNFORMATION SYSTEMS	INNFORMATION WEB BACKUP/HOSTING	210.00
INNFORMATION SYSTEMS	INNFORMATION WEB SUBSCRIPTION	495.00
LAKES EDGE WINDOW CLEANING LLC	JUNE WINDOW CLEANING	1,500.00
MARCO TECHNOLOGIES LLC	05/29-06/29/24 COPIER RENT	139.64
MCCABE ROOFING LLC	MAY REPAIR TO ROOF AT BIGWOOD	396.75
OTTER TAIL POWER COMPANY	MAY ELECTRICITY EXPENSE	2,341.38
OTTER TAIL TELCOM	BIGWOOD EVENT CENTER INTERNET	163.59
OTTER TAIL TELCOM	JUN. TELEPHONE LINES	198.11
OTTER TAIL TELCOM	MAY TELEPHONE EXPENSE	45.02
TWEETON REFRIGERATION	MAY ICE MACHINE RENTAL	180.00
	F U N D   T O T A L	7,770.97

## Community Arena

## Community Arena

GENERAL FUND	CHILLER CONNECT/GLYCOL 2022	22,450.00
	F U N D   T O T A L	22,450.00

## Tax Abatement - Platte Properties

PLATTE PROPERTIES LLC	2024 TAX ABATEMENT PAYMENT 13	9,000.00
	F U N D   T O T A L	9,000.00

## Tax Abatement - Fergus Care Center LLC

FERGUS CARE CENTER LLC	2024 TAX ABATEMENT PMT 9	4,177.87
	F U N D   T O T A L	4,177.87

## Tax Abatement - Northstar Behavioral Health, LLC

NBH FERGUS FALLS LLC	2024 TAX ABATEMENT PMT 7	12,027.01
	F U N D   T O T A L	12,027.01

## T.I. #IV-7/Kaddatz Hotel

KADDATZ ARTISTS LOFTS LIMITED	SEMI-ANNUAL PAYMENT/INTEREST	2,672.04
	F U N D   T O T A L	2,672.04

## IRP Revolving Loan



IRP Revolving Loan

GENERAL FUND	MAY COPIER USE	1.86
	F U N D   T O T A L	1.86

CDBG/HUD Revolving Loan

GENERAL FUND	MAY COPIER USE	15.82
TYLER KENYON	TAPING & TEXTURE/220 W LINCOLN	840.00
STELLA'S FF LLC	MATERIALS/220 W LINCOLN-#511	2,525.46
	F U N D   T O T A L	3,381.28

P.I.R. Bond and Interest 2019B

P.I.R. BOND & INTEREST 2019	2024 DEBT SERVICE TRANSFER	12,000.00-
	F U N D   T O T A L	12,000.00-

Capital Improvement

A-1 LOCK & KEY LLC	SERVICE CALL CYLINDER "L" KEY	130.25
ADMINISTRATOR'S CONTINGENCY FD	RECORD LICENSE-SPLASH PAD	555.00
BOLTON & MENK INC	PROF SERV 2/3/24 THRU 4/26/24	784.00
BRAUN INTERTEC CORPORATION	PROF SERVICE THRU 5/31/2024	2,895.50
BRAUN INTERTEC CORPORATION	PROF SERVICES THRU 5/31/2024	1,132.00
CHOSEN VALLEY TESTING INC	SPECIAL INSPECTION TESTING	2,865.00
DAILY JOURNAL	JUNE 2024 STREET&UTIL IMP #2	325.38
FERGUSON ASPHALT PAVING INC	PAY APP NO 1	195,406.45
GENERAL FUND	AQUATIC/PERMIT 17089 SURCHRGE	1,690.13-
GENERAL FUND	MAY POSTAGE USE	74.24
GRAINGER INC	MAY BIB APRON,STEAM GLOVES	48.84
HAWKINS INC	JUNE CHEMICALS FOR SPLASH PAD	446.00
JLG ARCHITECTS	PROF SERVICES THRU 5/31/2024	9,933.84
TOM LACHOWITZER	JUNE SUPPLIES/SUMMIT PROJECT	55.50

## Capital Improvement

LOCATORS & SUPPLIES INC	PINK STAKE CHASERS	129.95
MOORE ENGINEERING INC	CONCORD ST IMPROVEMENT	610.00
MOORE ENGINEERING INC	FRANCHISE FEE ANALYSIS	1,912.50
MOORE ENGINEERING INC	STANTON AVE RECONSTRUCTION	28,202.50
MUSCO SPORTS LIGHTING LLC	RELEASE OF RETAINAGE	10,413.00
OTTER TAIL POWER COMPANY	MAY ELECTRICITY EXPENSE	24.75
OTTER TAIL POWER COMPANY	APRIL INSERT-AQUATIC CENTER	131.46
OTTER TAIL POWER COMPANY	APRIL INSERT-SPLASH PAD/OPEN	131.46
OTTER TAIL POWER COMPANY	SPLASH PAD OPENING INVITES	343.67
JOE RILEY CONSTRUCTION INC	PAY APP NO 3	451,788.93
JASON SCHUETZLE	REIMBURSE SPLASH PAD CHEMICAL	15.08
TAFT STETTINIUS HOLLISTER LLP	APRIL 2024 CONTRACT MATTER	430.00
TAG-UP	SPLASHPAD DONOR WALL BOARD	506.60
TERRACON CONSULTANTS INC	PROF SERVICE THRU 5/25/24	3,700.93
THE TRADESMEN CONSTRUCTION INC	PAY APP NO 5	815,670.00
	F U N D   T O T A L	1,526,972.70

## P.I.R. Project 2019

P.I.R. BOND & INTEREST 2019	2024 DEBT SERVICE TRANSFER	12,000.00
	F U N D   T O T A L	12,000.00

## Liquor Store

A-1 LOCK & KEY LLC	APRIL KEY FOR LIQUOR STORE	7.04
THE AMERICAN BOTTLING COMPANY	JUNE/MIX	600.87
VESTIS	MAY LINEN SUPPLY	504.87
M AMUNDSON LLP	JUNE/CIGARS	151.29
M AMUNDSON LLP	JUNE/PURCHASES-BOTTLE SUITS	63.00
ARTISAN BEER COMPANY	JUNE/BEER	2,497.95
ARTISAN BEER COMPANY	JUNE/MIX	153.75
ARTISAN BEER COMPANY	JUNE/THC BEVERAGES	1,918.60
BELLBOY CORPORATION	JUNE/FREIGHT	67.79
BELLBOY CORPORATION	JUNE/LIQUOR	3,442.28
BELLBOY CORPORATION	JUNE/MISC PURCHASES-COOLERS	144.00

## Liquor Store

BELLBOY CORPORATION	JUNE/MIX		431.50
BELLBOY CORPORATION	JUNE/WINE		960.00
BERGANKDV, LTD	2023 AUDIT EXPENSE		5,000.00
BEVERAGE WHOLESALERS INC	JUNE/BEER		69,240.16
BEVERAGE WHOLESALERS INC	JUNE/LIQUOR		2,463.72
BEVERAGE WHOLESALERS INC	JUNE/MIX		803.40
BEVERAGE WHOLESALERS INC	JUNE/WINE		313.60
BRAUN VENDING INC	JUNE WATER COOLER RENT		16.00
BREAKTHRU BEVERAGE MINNESOTA	JUNE/BEER		1,603.00
BREAKTHRU BEVERAGE MINNESOTA	JUNE/FREIGHT		165.89
BREAKTHRU BEVERAGE MINNESOTA	JUNE/LIQUOR		5,636.84
BREAKTHRU BEVERAGE MINNESOTA	JUNE/MIX		863.98
BREAKTHRU BEVERAGE MINNESOTA	JUNE/WINE		3,160.00
CAYAN	MAY 2024 CR CD FEES		15,309.29
VIKING COCA-COLA BOTTLING CO	JUNE/MIX		883.25
COMMISSIONER OF REVENUE	2024 MAY SALES TAX		2.10
D-S BEVERAGES, INC.	JUNE/BEER		44,261.09
D-S BEVERAGES, INC.	JUNE/LIQUOR		2,132.35
D-S BEVERAGES, INC.	JUNE/MIX		725.25
D-S BEVERAGES, INC.	JUNE/THC BEVERAGES		4,826.50
D-S BEVERAGES, INC.	JUNE/WINE		190.50
DACOTAH PAPER CO	JUNE BAGS, ROLL THERMAL		411.07
FLAHERTY & HOOD, PA	2024 LABOR CONSULTING SERVICE		174.25
GREAT PLAINS NATURAL GAS CO	MAY NATURAL GAS EXPENSE		57.23
THE HOME CITY ICE COMPANY	JUNE/FREIGHT #7648240101		15.00
THE HOME CITY ICE COMPANY	JUNE/FREIGHT #7651240362		15.00
THE HOME CITY ICE COMPANY	JUNE/FREIGHT #7651240418		15.00
THE HOME CITY ICE COMPANY	JUNE/ICE #7648240101		107.10
THE HOME CITY ICE COMPANY	JUNE/ICE #7648240180		60.75
THE HOME CITY ICE COMPANY	JUNE/ICE #7651240362		146.61
THE HOME CITY ICE COMPANY	JUNE/ICE #7651240418		288.00
JOHNSON BROTHERS LIQUOR CO	JUNE/FREIGHT		669.65
JOHNSON BROTHERS LIQUOR CO	JUNE/LIQUOR		22,323.39
JOHNSON BROTHERS LIQUOR CO	JUNE/MIX		286.35
JOHNSON BROTHERS LIQUOR CO	JUNE/WINE		3,719.05
LPI	2024 AD-OUR LADY OF VICTORY		790.00
LIQUOR STORE	RECEIPT JUNE RENT		358.00-
MARCO TECHNOLOGIES LLC	05/27-06/27/24 PRINTER RENT		125.90
MCCABE ROOFING LLC	MAY WEST LIQUOR STORE LEAK		396.75
MCCABE ROOFING LLC	MAY WEST LIQUOR STORE PATCHES		899.00
THE MCKINNON COMPANY INC	JUNE/MIX-RED BULL		42.00
OTTER TAIL POWER COMPANY	MAY ELECTRICITY EXPENSE		2,979.56
OTTER TAIL TELCOM	JUN. TELEPHONE LINES		94.85

## Liquor Store

OTTER TAIL TELCOM	JUNE TELEPHONE EXPENSE	358.12
PEPSI BEVERAGE COMPANY	JUNE/MIX	392.97
PHILLIPS WINE & SPIRITS CO	JUNE/FREIGHT	313.12
PHILLIPS WINE & SPIRITS CO	JUNE/LIQUOR	13,574.25
PHILLIPS WINE & SPIRITS CO	JUNE/MIX	88.00
PHILLIPS WINE & SPIRITS CO	JUNE/WINE	3,200.35
SOUTHERN GLAZER'S OF MN	JUNE/FREIGHT	323.13
SOUTHERN GLAZER'S OF MN	JUNE/LIQUOR	12,605.42
SOUTHERN GLAZER'S OF MN	JUNE/MIX	196.00
SOUTHERN GLAZER'S OF MN	JUNE/WINE	4,638.24
SOUTHERN GLAZER'S OF MN	MAY/LIQUOR	814.50
SOUTHERN GLAZER'S OF MN	MAY/WINE	9.25
VINOCOPIA INC	JUNE/FREIGHT	28.75
VINOCOPIA INC	JUNE/MIX	120.00
VINOCOPIA INC	JUNE/WINE	1,280.00
WINE MERCHANTS INC	JUNE/FREIGHT	63.64
WINE MERCHANTS INC	JUNE/WINE	4,023.10
	F U N D   T O T A L	243,827.21

## Refuse Disposal

VESTIS	MAY LINEN SUPPLY	332.90
AUTO VALUE - FERGUS FALLS	JUN SEALANT FOR LANDFILL WINDO	7.49
BERGANKDV, LTD	2023 AUDIT EXPENSE	5,500.00
BUILDERS FIRSTSOURCE INC	MAY 5X5X9 WHITE LINE POST	85.90
COMMISSIONER OF REVENUE	2024 MAY SALES TAX	76.69
COMMISSIONER OF REVENUE	2024 MAY SWMT	32,109.00
WASTE MANAGEMENT	05/16-05/31/24 PRO SERVICES	1,715.86
FLAHERTY & HOOD, PA	2024 LABOR CONSULTING SERVICE	174.25
GRAINGER INC	MAY BRUSH NYLON ALUMINUM	32.11
MARCO TECHNOLOGIES LLC	02/27-05/26/24 COPIER OVERAGE	44.83
MARCO TECHNOLOGIES LLC	05/27-06/27/24 COPIER RENT	203.83
MARCO TECHNOLOGIES LLC	05/27-06/27/24 PRINTER RENT	87.95
KEVIN OEHLER	2024 SAFETY BOOT REIMBURSEMENT	142.87
OTTER TAIL POWER COMPANY	MAY ELECTRICITY EXPENSE	237.22
OTTER TAIL POWER COMPANY	APRIL ENVELOPES FOR BILLING	42.30
OTTER TAIL POWER COMPANY	MARCH SERVICE-MAIL BILLS	111.45
OTTER TAIL TELCOM	JUN. TELEPHONE LINES	24.95
OTTER TAIL TELCOM	JUNE TELEPHONE EXPENSE	153.41

## Refuse Disposal

PERRIN MOBILE MEDICAL SERVICES	MAY RANDOM DRUG SCREEN	45.00
STENERSON BROTHERS LUMBER CO	MAY CONCRETE MIX	4.00
WASTEWATER TREATMENT FUND	MAY ASH CELL LEACHATE	504.00
WASTEWATER TREATMENT FUND	MAY DEMO CELL 60.900 GAL	3,045.00
	F U N D   T O T A L	44,681.01

## Sewage Treatment

VESTIS	MAY LINEN SUPPLY	246.61
BARRY CONST OF FERGUS FALLS	MAY WARD LESLIE SEW JOB	240.00
BERGANKDV, LTD	2023 AUDIT EXPENSE	9,427.00
MICHAEL BYE	2024 SAFETY BOOT REIMBURSEMENT	250.00
COSSETTE ELECTRIC LLC	JUNE TWO RIVERS LIFT STATION	207.00
COSSETTE ELECTRIC LLC	MAY PEBBLE LAKE LIFT STATION	368.00
COSSETTE ELECTRIC LLC	MAY SHOREVIEW LIFT STATION	368.00
ENVIRONMENTAL RESOURCE ASSOC	MAY TESTING	446.67
FASTENAL COMPANY	JUN BLK KNIT COATED GLOVES	16.06
FASTENAL COMPANY	JUN XL GLOVES UNLINED	2.32
FLAHERTY & HOOD, PA	2024 LABOR CONSULTING SERVICE	174.25
NAPA AUTO PARTS - FERGUS FALLS	MAY BATTERY	13.56
GOODIN COMPANY	JUNE PIPES,NIPPLE TUBES,UNIONS	536.87
GOPHER STATE ONE CALL	APRIL BILLABLE TICKETS	77.40
GOPHER STATE ONE CALL	FEB BILLABLE TICKETS	19.35
GOPHER STATE ONE CALL	MAY BILLABLE TICKETS	93.15
GREAT PLAINS NATURAL GAS CO	MAY NATURAL GAS EXPENSE	697.23
KORBY CONTRACTING COMPANY INC	MAY 40 TON CRANE MIN CHARGE	620.00
LAKE REGION ELECTRIC COOP	MAY ELECTRICITY EXPENSE	240.14
LIBERTY PROCESS EQUIPMENT INC	APRIL 1LL6 CDQ PUMP	2,951.16
LOCATORS & SUPPLIES INC	MAY STREAMLIGHT CHARGE CORD	25.90
MARCO TECHNOLOGIES LLC	02/27-05/26/24 COPIER OVERAGE	44.82
MARCO TECHNOLOGIES LLC	05/27-06/27/24 COPIER RENT	203.84
MARCO TECHNOLOGIES LLC	05/27-06/27/24 PRINTER RENT	72.57
MCMASTER-CARR SUPPLY CO	JUNE ULTRA-CHEMICAL RESISTANT	3,209.82
NORTH SHORE ANALYTICAL INC	MAY ANALYSIS	405.00
OTTER TAIL POWER COMPANY	MAY ELECTRICITY EXPENSE	8,296.35
OTTER TAIL POWER COMPANY	APRIL ENVELOPES FOR BILLING	42.29
OTTER TAIL POWER COMPANY	MARCH SERVICE-MAIL BILLS	111.45
OTTER TAIL TELCOM	JUN. TELEPHONE LINES	99.79
OTTER TAIL TELCOM	JUNE TELEPHONE EXPENSE	178.92

## Sewage Treatment

PERRIN MOBILE MEDICAL SERVICES	MAY RANDOM DRUG SCREEN	45.00
PLUNKETT'S PEST CONTROL INC.	JUNE SPRING/FALL EXTERIOR	21.40
RMB ENVIRONMENTAL LABORATORIES	JUNE ANALYSIS	544.24
SETCOM CORPORATION	MAY WIRELESS HEADSETS UNIT 262	1,310.88
NEIL SLETTEN	MAY DOT PHYSICAL	130.00
SPEE*DEE DELIVERY SERVICE INC	MAY SHIPMENTS	59.39
USA BLUEBOOK	MAY WARRICK INTRINS	720.51
WASTEWATER TREATMENT FUND	RECEIPT TO MAY LEACHATE	3,549.00-
	F U N D   T O T A L	28,967.94

## Water

ADMINISTRATOR'S CONTINGENCY FD	MAY REFUND DUPLICATE PAYMENT	225.00
VESTIS	MAY LINEN SUPPLY	303.91
AMERICAN PAYMENT CENTERS	QUARTERLY BOX RENTAL	93.00
BERGANKDV, LTD	2023 AUDIT EXPENSE	7,000.00
FERGUSON WATERWORKS #1657	JUN 3" MACH 10 R900I METER	3,150.20
FLAHERTY & HOOD, PA	2024 LABOR CONSULTING SERVICE	174.25
GENERAL FUND	MAY COPIER USE	102.96
GENERAL FUND	MAY POSTAGE USE	334.76
GOIN' POSTAL FERGUS FALLS	JUNE SHIPMENT	14.78
GOPHER STATE ONE CALL	APRIL BILLABLE TICKETS	77.40
GOPHER STATE ONE CALL	FEB BILLABLE TICKETS	19.35
GOPHER STATE ONE CALL	MAY BILLABLE TICKETS	93.15
GRAYMONT (WI) LLC	JUNE HIGH CALCIUM QUICKLIME	9,142.02
MARCO TECHNOLOGIES LLC	02/27-05/26/24 COPIER OVERAGE	59.68
MARCO TECHNOLOGIES LLC	05/27-06/27/24 COPIER RENT	296.00
MARCO TECHNOLOGIES LLC	05/27-06/27/24 PRINTER RENT	13.94
METRO SALES, INC	05/08-06/07/24 COPIER RENT	63.68
METRO SALES, INC	05/08-06/07/24 COPIER USAGE	7.01
OTTER TAIL POWER COMPANY	MAY ELECTRICITY EXPENSE	5,557.94
OTTER TAIL POWER COMPANY	APRIL ENVELOPES FOR BILLING	42.29
OTTER TAIL POWER COMPANY	APRIL INSERT-UTILITY RATES	131.46
OTTER TAIL POWER COMPANY	MARCH SERVICE-MAIL BILLS	111.45
OTTER TAIL TELCOM	JUN. TELEPHONE LINES	43.66
OTTER TAIL TELCOM	JUNE TELEPHONE EXPENSE	175.38
PERRIN MOBILE MEDICAL SERVICES	MAY RANDOM DRUG SCREEN	90.00
RMB ENVIRONMENTAL LABORATORIES	APRIL 2ND HALF BACT MONITORING	188.10
RMB ENVIRONMENTAL LABORATORIES	JUNE ANALYSIS	402.33

## Water

F U N D   T O T A L

27,913.70

## Storm Water

GOPHER STATE ONE CALL	APRIL BILLABLE TICKETS	77.40
GOPHER STATE ONE CALL	FEB BILLABLE TICKETS	19.35
GOPHER STATE ONE CALL	MAY BILLABLE TICKETS	93.15
OTTER TAIL POWER COMPANY	MAY ELECTRICITY EXPENSE	332.58
SETCOM CORPORATION	MAY WIRELESS HEADSETS UNIT 262	436.97
	F U N D   T O T A L	959.45

## Equipment

AMERICAN DOOR WORKS	JUN UNIVERSAL 3 BUTTON REMOTES	600.00
AMERICAN DOOR WORKS	MAY CARDS TO PROGRAM OPENS	160.00
VESTIS	MAY LINEN SUPPLY	551.77
AMERICAN WELDING & GAS, INC	APR .035 SUPERARC/CONTACT TIP	699.11
AMERICAN WELDING & GAS, INC	APR ARGON-OXYGEN/OXYGEN (SHOP)	242.92
AMERICAN WELDING & GAS, INC	APR NUMBER 2/3 CUTTING TIPS	109.13
AMERICAN WELDING & GAS, INC	FEB ACETYLENE (CITY SHOP)	39.10
AMERICAN WELDING & GAS, INC	FEB CYLINDER ADAPTER (SHOP)	35.01
AMERICAN WELDING & GAS, INC	FEB FACESHIELD/LENS COVERS	48.55
AMERICAN WELDING & GAS, INC	FEB FLAP DISCS (SHOP)	142.70
AMERICAN WELDING & GAS, INC	FEB NITROGEN CYL RENTAL (SHOP)	39.09
AMERICAN WELDING & GAS, INC	FEB 6" CUT OFF WHEEL (SHOP)	26.07
AMERICAN WELDING & GAS, INC	JUN CONTACT TIPS/.035 SUPERARC	375.79
AMERICAN WELDING & GAS, INC	JUN FORKLIFT CYLINDER	57.02
AMERICAN WELDING & GAS, INC	JUN OXYGEN K CYLINDERS	106.05
AMERICAN WELDING & GAS, INC	JUN TILLMAN MIG GLOVE	29.47
AMERICAN WELDING & GAS, INC	MAR ACETYLENE / OXYGEN (SHOP)	147.95
AMERICAN WELDING & GAS, INC	MAR ARGON (SHOP)	94.10
AMERICAN WELDING & GAS, INC	MAR FLAP DISCS (CITY SHOP)	222.05
AMERICAN WELDING & GAS, INC	MAR NITROGEN/ARGON CYL RENTAL	67.69
AMERICAN WELDING & GAS, INC	MAR OXYGEN-ARGON/DIXOIDE-ACETY	424.47
AMERICAN WELDING & GAS, INC	MAR 60A TIP (FAB SHOP)	140.00

## Equipment

AMERICAN WELDING & GAS, INC	MAY NITROGEN/ARGON CYL RENTAL	62.68
AMERICAN WELDING & GAS, INC	MAY 6" LENS COVERS (SHOP)	39.30
ASHBY EQUITY ASSOCIATION	JUN MAXTRON ISO 220	156.15
ASHBY EQUITY ASSOCIATION	JUN 15W40/5W20 BULK OIL	1,763.11
AUTO VALUE - FERGUS FALLS	JUN BATT TERMINAL LUGS U-956	8.48
AUTO VALUE - FERGUS FALLS	JUN HYD HOSE/FITTINGS (STK)	515.37
AUTO VALUE - FERGUS FALLS	JUN LEAD SUBSTITUTE UNIT 3005	8.98
AUTO VALUE - FERGUS FALLS	JUN LICENSE LAMP UNIT 266	13.99
AUTO VALUE - FERGUS FALLS	JUN RUBBER GROMMETS UNIT 266	4.98
AUTO VALUE - FERGUS FALLS	JUN STK AIR FILTER	74.20
AUTO VALUE - FERGUS FALLS	JUN STOCK FILTER ORDER	62.55
AUTO VALUE - FERGUS FALLS	JUN STOCK MINI BULB	7.47
AUTO VALUE - FERGUS FALLS	JUN STOCK PARK FILTER ORDER	78.68
AUTO VALUE - FERGUS FALLS	JUN STOCK PARTS ORDER	193.61
AUTO VALUE - FERGUS FALLS	JUN 100Z A/C DYE (SHOP)	5.99
AUTO VALUE - FERGUS FALLS	JUN 2450 LITHIUM BATTERIES SHO	10.98
AUTO VALUE - FERGUS FALLS	JUNE BRAKE PARTS CLEANER	143.52
AUTO VALUE - FERGUS FALLS	JUNE PERMATEX THE RIGHT S	59.98
AUTO VALUE - FERGUS FALLS	JUNE 1/2 SS CELVIS PIN KIT	34.79
BERGANKDV, LTD	2023 AUDIT EXPENSE	4,000.00
BJORN'S HEATING & AIR COND INC	MAY MAINTENANCE AT SHOP	115.00
CERTIFIED LABORATORIES	JUNE PREMALUBE CS/48, NAC CL	773.95
COMMISSIONER OF REVENUE	2024 MAY SPECIAL FUEL TAX	865.55
COMMISSIONER OF REVENUE	2024 MAY SALES TAX	80.69
COSSETTE ELECTRIC LLC	MAY CITY SHOP PAINT ROOM HEAT	159.68
COSSETTE ELECTRIC LLC	MAY OH DOOR ADDITIONAL SET OF	460.00
COSSETTE ELECTRIC LLC	MAY REPAIR MADE AS RESULT OF	312.10
DSI AUTOMOTIVE PRODUCTS	JUN MUDFLAPS UNIT 66	101.94
DSI AUTOMOTIVE PRODUCTS	JUN STROBE LIGHT BRACKET U-66	58.00
DSI AUTOMOTIVE PRODUCTS	JUN STROBE LIGHT UNIT 66	129.00
EQUIPMENT FUND	ADVANCE-GOLFCRS BOBCAT 5600T	12,746.73-
EQUIPMENT FUND	MAY FUEL USAGE	741.23-
FARGO FREIGHTLINER	JUN SURGE TANK UNIT 243	187.99
FARGO FREIGHTLINER	JUN TRANS OUTPUT SENSOR U-226	239.77
JOHN DEERE FINANCIAL	JUN CREDIT RETURNED PARTS/BELT	4.94
JOHN DEERE FINANCIAL	JUN HYD HOSE FITTING U-496	92.17
JOHN DEERE FINANCIAL	JUN PARTS ORDER UNIT 952	1,865.83
JOHN DEERE FINANCIAL	JUN RINGS PER CODY	20.16
FASTENAL COMPANY	JUN FLEET SAFETY VENDING	11.31
FASTENAL COMPANY	JUN M16-1.5 TORO BOLTS	19.89
FASTENAL COMPANY	JUN SHOP SUPPLY VENDING	111.36
FASTENAL COMPANY	JUNE SHOP MATERIALS	173.10
FERGUS HOME & HARDWARE	JUN FASTENERS (TODD K) SHOP	5.79



## Equipment

NAPA AUTO PARTS - FERGUS FALLS	JUN CAB AND AIR FILTER U-283	84.20
NAPA AUTO PARTS - FERGUS FALLS	JUN CABLE TIES (SHOP)	6.99
NAPA AUTO PARTS - FERGUS FALLS	JUN 2" TRAILER BALL UNIT 81	17.45
GRAINGER INC	JUN 1/4" SILICONE HEATER HOSE	58.49
GRAINGER INC	MAY EYE WASH STATION	40.78
GREAT PLAINS NATURAL GAS CO	MAY NATURAL GAS EXPENSE	320.39
HOME DEPOT CREDIT SERVICES	JUN FAB SHOP COMPASS/PENCIL/PE	15.24
HOME DEPOT CREDIT SERVICES	JUN 2.25" HOLE SAW ARBOR	20.47
HOME DEPOT CREDIT SERVICES	JUNE FG NITRILE-COATED WG	10.08
I-STATE TRUCK CENTER INC	JUNE CAB&CHASSIS UNIT 229	130,268.16
JORGENSENS TOOLS LLC	MAY KS2 METRIC COMBO WR 10MM	35.99
LEADERS DISTRIBUTING	JUNE REELCRAFT SWIVEL	230.06
MARCO TECHNOLOGIES LLC	02/27-05/26/24 COPIER OVERAGE	2.93
MARCO TECHNOLOGIES LLC	05/27-06/27/24 COPIER RENT	85.22
MCMASTER-CARR SUPPLY CO	JUN SPRING LOADED GATE LATCH	80.23
MCMASTER-CARR SUPPLY CO	MAY HIGH-PRESSURE WASH GUN	62.72
MINNESOTA MOTOR COMPANY	JUN BOSS 8'2" V PLOW UNT 1102	9,545.43
MINNESOTA MOTOR COMPANY	MAY CAR WASH	9.00
NELSON AUTO CENTER	2024 DODGE DURANGO #2107	41,778.00
NELSON COLLISION CENTER	2098 REPAIRS/24014456	532.00
NORTHWEST TIRE INC	JUN LT245/70R17 FSTN TRNSFRC A	150.07
OLSON OIL COMPANY INC	JUN NON-OXY FUEL PARK JACOB	92.44
OLSON OIL COMPANY INC	JUN OFFROAD DIESEL #2	126.00
OLSON OIL COMPANY INC	MAY #2 RED DIESEL (DELAGOON)	1,938.83
OLYMPIC SALES INC	JUNE FREIGHTLINER UNIT 229	192,588.56
OTTER TAIL POWER COMPANY	MAY ELECTRICITY EXPENSE	1,241.46
OTTER TAIL TELCOM	JUN. TELEPHONE LINES	68.61
OTTER TAIL TELCOM	JUNE TELEPHONE EXPENSE	55.05
OTTER TAIL TELCOM	MAY TELEPHONE EXPENSE	84.40
PERRIN MOBILE MEDICAL SERVICES	MAY RANDOM DRUG SCREEN	45.00
POLICE DEPT CONTINGENCY FUND	2073 GAS	27.80
POMP'S TIRE SERVICE INC	APRIL STOCK TIRE ORDER	173.25-
POMP'S TIRE SERVICE INC	JUN STOCK MOWER TIRES	2,909.16
POMP'S TIRE SERVICE INC	JUN 26X1200-12/295/75R22.5 TIR	561.50
PRODUCTIVITY PLUS ACCOUNT	JANUARY STATEMENT CREDIT	11.22-
PRODUCTIVITY PLUS ACCOUNT	JUN BREATHER UNIT 288	88.00
PRODUCTIVITY PLUS ACCOUNT	JUN UNI PRO SEAT UNIT 283	672.78
ROAD DOCTORS LLC	JUN 3" ELBOW/AGGREGATE HOSE	618.99
SIGELMAN STEEL & SALVAGE CO	JUN STEEL TO REBUILD UNIT 501	221.40
SIGELMAN STEEL & SALVAGE CO	JUN STEEL TO REPAIR TGATE U-77	17.00
SIGELMAN STEEL & SALVAGE CO	JUN 1/2" STEEL FOR UNIT 501	262.00
SIGELMAN STEEL & SALVAGE CO	JUN 4X8 SHEET UNIT 501	958.00
SIGELMAN STEEL & SALVAGE CO	JUN 5/8 AND 9/16 STEEL U-50	12.00

## Equipment

SWANSTON EQUIPMENT CO	JUN GENERATOR UNIT 484	3,522.13
SWANSTON EQUIPMENT CO	JUN THERMOCOUPLER UNIT 484	261.96
SYN-TECH SYSTEMS INC	APR CREDIT INTERFACE CARD	249.30-
SYN-TECH SYSTEMS INC	JUN FUELMASTER AIM MODLES/RING	5,206.50
SYN-TECH SYSTEMS INC	MAY AFTER HOURS TECH SUPPORT	80.00
WALLWORK TRUCK CENTER F.F.	JUN AXLE SEAL UNIT 214	46.50
WALLWORK TRUCK CENTER F.F.	JUN CLAMPS UNIT 283	24.50
WALLWORK TRUCK CENTER F.F.	JUN COMPRESSOR UNIT 243	396.55
WALLWORK TRUCK CENTER F.F.	JUN DRIVE SEAL UNIT 214	42.80
WALLWORK TRUCK CENTER F.F.	JUN M100 COMPLETE SEAL U-241	97.27
WALLWORK TRUCK CENTER F.F.	JUN TENSIONER UNIT 243	332.07
WALLWORK TRUCK CENTER F.F.	JUN 3/8" SILICONE HEATER HOSE	63.36
ZIEGLER INC.	JUN HOSE ASSM UNIT 279	209.48
ZIEGLER INC.	JUN NEUTRAL SAFETY SWITCH U476	167.87
	F U N D   T O T A L	399,863.21

## Flexible Benefit Agency

WEX	2024 FLEX PLAN REIMB	1,185.95
	F U N D   T O T A L	1,185.95

## PEG Access

LIQUOR STORE	JUNE RENT	358.00
OTTER TAIL POWER COMPANY	MAY ELECTRICITY EXPENSE	94.37
OTTER TAIL TELCOM	JUNE TELEPHONE EXPENSE	227.56
SUMMIT COMPANIES	MONITORING 06/01-08/31/24	83.00
	F U N D   T O T A L	762.93

Fergus Falls Convention and Visitor's Bureau, Inc.

6/17/2024

R E S O L U T I O N   R E C O R D

Fergus Falls Convention and Visitor's Bureau, Inc.

FERGUS FALLS CONVENTION &	APR 2024 LODGING TAX	13,721.40-
FERGUS FALLS CONVENTION &	APR 2024 LODGING TAX ADMIN	411.64
GENERAL FUND	MAY POSTAGE USE	1.87
RICHES PROPERTIES LLC	JULY RENT	525.00
VERIZON WIRELESS	MAY CELL PHONE EXPENSE	117.62
	F U N D   T O T A L	12,665.27-
	T O T A L   A L L   F U N D S	3,263,576.61

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 17 DAY OF JUNE 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

6/17/2024

R E S O L U T I O N   R E C O R D

BUSE TOWNSHIP	3,446.17
COMMISSIONER OF REVENUE	166,089.55
4M FUND	78.55
FERGUS FALLS TOWNSHIP	36.07
A-1 LOCK & KEY LLC	3,284.29
ARC DOCUMENT SOLUTIONS LLC	1,443.72
AT&T MOBILITY	233.61
AVT FERGUS FALLS	215.00
PBBS EQUIPMENT CORP	886.00
ADMINISTRATOR'S CONTINGENCY FD	3,267.93
ADVANCED CAPITAL GROUP INC	3,750.00
THE AMERICAN BOTTLING COMPANY	600.87
AMERICAN DOOR WORKS	760.00
AMERICAN LIBRARY ASSOCIATION	48.06
VESTIS	4,910.01
AMERICAN PAYMENT CENTERS	93.00
AMERICAN WELDING & GAS, INC	3,148.25
M AMUNDSON LLP	214.29
ARTISAN BEER COMPANY	4,570.30
ASHBY EQUITY ASSOCIATION	1,919.26
ATLAS OUTDOOR SERVICES LLC	1,000.00
AUTO VALUE - FERGUS FALLS	1,278.94
BAKER & TAYLOR INC	2,625.57
BARRY CONST OF FERGUS FALLS	240.00
BECKER ARENA PRODUCTS INC	2,484.00
BELLBOY CORPORATION	5,045.57
BERGANKDV, LTD	36,000.00
CSG JANITORIAL	500.00
BEVERAGE WHOLESALERS INC	72,820.88
BEYER BODY SHOP, INC.	125.00
BJORN'S HEATING & AIR COND INC	230.00
BOLTON & MENK INC	784.00
BRAUN VENDING INC	16.00
BRAUN INTERTEC CORPORATION	4,027.50
BREAKTHRU BEVERAGE MINNESOTA	11,429.71
BUILDERS FIRSTSOURCE INC	1,426.17
MICHAEL BYE	250.00
CARDCONNECT	180.54
CAYAN	15,309.29
CERTIFIED LABORATORIES	773.95
CHARTER COMMUNICATIONS	97.50
CHOSEN VALLEY TESTING INC	2,865.00
MARK CHRISTOPHERSON	60,000.00
CLOVER	215.59
VIKING COCA-COLA BOTTLING CO	2,252.95
COLE PAPERS INC	242.57
COMSTOCK CONSTRUCTION INC	1,272.99

6/17/2024

R E S O L U T I O N   R E C O R D

COOPERS TECHNOLOGY GROUP	1,526.39
COSSETTE ELECTRIC LLC	14,567.06
D ERVASTI SALES CO LLC	1,648.50
D-S BEVERAGES, INC.	52,135.69
DSI AUTOMOTIVE PRODUCTS	288.94
DACOTAH PAPER CO	1,745.05
DAILY JOURNAL	1,050.73
WASTE MANAGEMENT	1,715.86
ENVIRONMENTAL RESOURCE ASSOC	446.67
FARGO FREIGHTLINER	427.76
JOHN DEERE FINANCIAL	1,983.10
FASTENAL COMPANY	334.04
FERGUS CARE CENTER LLC	4,177.87
FERGUS HOME & HARDWARE	2,590.26
FERGUSON ASPHALT PAVING INC	195,406.45
FERGUSON WATERWORKS #1657	3,150.20
FIRE-N-ICE HEATING & AIR COND	1,167.50
FLAHERTY & HOOD, PA	871.25
GALLS LLC	250.75
NAPA AUTO PARTS - FERGUS FALLS	122.20
GOIN' POSTAL FERGUS FALLS	14.78
GOODIN COMPANY	3,951.44
GOPHER STATE ONE CALL	569.70
GRAINGER INC	1,364.06
GRAYMONT (WI) LLC	9,142.02
GREAT PLAINS FIRE	1,300.00
GREAT PLAINS NATURAL GAS CO	1,588.96
HAWKINS INC	570.00
HIGH POINT NETWORKS LLC	3,998.00
HILDI INC USI	100.00
THE HOME CITY ICE COMPANY	647.46
HOME DEPOT CREDIT SERVICES	432.44
HOOPLA	1,100.02
JONAH HOVE	94.93
INNFORMATION SYSTEMS	705.00
INTRINSIC DESIGNS	2,370.00
I-STATE TRUCK CENTER INC	130,268.16
JLG ARCHITECTS	9,933.84
JOHNSON BROTHERS LIQUOR CO	26,998.44
JOHNSON CONTROLS INC	1,166.62
JORGENSONS TOOLS LLC	35.99
JUST ADD WATER LANDSCAPE	1,940.00
KADDATZ ARTISTS LOFTS LIMITED	2,672.04
TYLER KENYON	840.00
KORBY CONTRACTING COMPANY INC	620.00
KRISTA KUGLER	352.44
LPI	790.00

6/17/2024

R E S O L U T I O N   R E C O R D

TOM LACHOWITZER	55.50
LAKE REGION ELECTRIC COOP	2,485.29
LAKES EDGE WINDOW CLEANING LLC	1,500.00
LEADERS DISTRIBUTING	230.06
LEAGUE OF MN CITIES INS. TRUST	237,424.00
LEAGUE OF MN CITIES INS TRUST	48.98
LIBERTY PROCESS EQUIPMENT INC	2,951.16
DANIEL F E LIPSON	2,000.00
LOCATORS & SUPPLIES INC	245.84
VICTOR LUNDEEN COMPANY	139.91
MARCO TECHNOLOGIES LLC	2,472.62
MARK SAND AND GRAVEL COMPANY	858.50
MASTER'S MARTIAL ARTS ACADEMY	594.00
MCCABE ROOFING LLC	6,347.00
THE MCKINNON COMPANY INC	42.00
MCMASTER-CARR SUPPLY CO	3,352.77
METRO SALES, INC	70.69
MIDWEST PRINTING COMPANY	480.00
MIDWEST TAPE EXCHANGE	22.49
MINNESOTA MOTOR COMPANY	9,554.43
MINNKOTA ENVIROSERVICES INC	41.30
MISSION MECHANICAL INC	900.00
MOORE ENGINEERING INC	30,725.00
MOTOROLA SOLUTIONS INC	98,420.48
MUSCO SPORTS LIGHTING LLC	10,413.00
NBH FERGUS FALLS LLC	12,027.01
NELSON AUTO CENTER	41,778.00
NELSON COLLISION CENTER	532.00
TONY NEVILLE	1,250.00
NORTH SHORE ANALYTICAL INC	405.00
NORTHWEST TIRE INC	150.07
NYCKLEMOE & ELLIG, P.A.	14,692.28
KEVIN OEHLER	142.87
OLSON OIL COMPANY INC	2,157.27
OLYMPIC SALES INC	192,588.56
OTTER TAIL POWER COMPANY	60,655.05
OTTER TAIL TELCOM	6,383.77
OTTER TRACK & FIELD	3,816.00
PENEY CAKES CUPCAKERY	614.64
PEPSI BEVERAGE COMPANY	392.97
PERRIN MOBILE MEDICAL SERVICES	360.00
PHILLIPS WINE & SPIRITS CO	17,175.72
PLATTE PROPERTIES LLC	9,000.00
PLUNKETT'S PEST CONTROL INC.	21.40
POLICE DEPT CONTINGENCY FUND	325.18
POMP'S TIRE SERVICE INC	3,297.41
PRINCIPAL CUSTODY SOLUTIONS	228,875.15

6/17/2024

R E S O L U T I O N   R E C O R D

PRODUCTIVITY PLUS ACCOUNT	749.56
PUBLIC UTILITIES DEPARTMENT	709.07
RMB ENVIRONMENTAL LABORATORIES	1,134.67
RED RIVER FLAGS	281.44
RICHES PROPERTIES LLC	525.00
JOE RILEY CONSTRUCTION INC	451,788.93
ROAD DOCTORS LLC	618.99
EMILY SCALLON	600.00
JESSE SCHNEEBERGER	1,728.00
JASON SCHUETZLE	15.08
SETCOM CORPORATION	1,747.85
SHERWIN WILLIAMS CO	215.97
SIGELMAN STEEL & SALVAGE CO	1,513.47
SKY CREW SERVICES, LLC	3,500.00
NEIL SLETTEN	130.00
SOUTHERN GLAZER'S OF MN	18,586.54
SPEE*DEE DELIVERY SERVICE INC	59.39
STELLA'S FF LLC	2,525.46
STENERSON BROTHERS LUMBER CO	24.00
SUMMIT COMPANIES	480.06
SWANSTON EQUIPMENT CO	7,984.09
SWEDBERG NURSERY	11,609.50
SYN-TECH SYSTEMS INC	5,037.20
TWEETON REFRIGERATION	180.00
TAFT STETTINIUS HOLLISTER LLP	430.00
TAG-UP	662.75
TERRACON CONSULTANTS INC	3,700.93
T-MOBILE	192.33
THE TRADESMEN CONSTRUCTION INC	815,670.00
USA BLUEBOOK	720.51
US BANK EQUIPMENT FINANCE	562.73
VERIZON WIRELESS	117.62
VIKING LIBRARY SYSTEM	130.00
VINOCOPIA INC	1,428.75
WALLWORK TRUCK CENTER F.F.	1,003.05
WADENA ASPHALT INC	1,212.00
WEX	1,185.95
WINE MERCHANTS INC	4,086.74
WORKFORCE DEVELOPMENT SOLUTION	675.00

TOTAL OTHER GOVERNMENT 169,650.34

TOTAL OTHER VENDORS 3,093,926.27



6/17/2024

R E S O L U T I O N   R E C O R D

TOTAL ALL VENDORS

3,263,576.61