



City Council Agenda
October 21, 2024
5:30 pm in the City Council Chambers

Invocation –Pastor Tim O’Shields, First Lutheran Church
Pledge of Allegiance

Call to Order
Roll Call
Open Forum

- A. Approval of the Agenda
- B. Public Hearings
 - 1. Public hearing for Public Improvement 5373, the Shoreview Drive: Pebble Lake Road to East Termini (cul-de-sac) bituminous improvement project
 - a. Resolution adopting the final cost assessment roles for PI 5373 contingent upon awarding the construction contract to Mark Lee Asphalt & Paving
 - 2. Resolution awarding the construction services contract to Mark Lee Asphalt & Paving in the amount of \$194,493.00
- C. Awarding of Bids
- D. Petitions and Communications
- E. Consent Agenda
 - 1. Motion approving the minutes of October 7, 2024, City Council meeting
 - 2. Motion approving licenses
 - 3. Resolution waiving the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04
 - 4. Resolution declaring items as surplus and authorizing their disposal
 - 5. Resolution authorizing the submission of a grant to West Central Initiative for a Project Manager
- F. Ordinance and Resolutions
 - 1. Resolution approving the petition of membership to the Charter Commission
 - 2. Resolution approving an amendment to TIF District 4-14 and Development Agreement
- G. Presentation of Claims \$2,033,365.97
- H. Old Business/Unfinished Business
 - 1. Update on the clean-up of 801 W Stanton Avenue
 - 2. Resolution authorizing entering into a purchase agreement for the Westridge Mall
 - 3. Resolution authorizing the city to submit a joint application with Otter Tail County to the Energy Transition Fund

I. New Business

J. Miscellaneous Announcements

October 30 7:00 am Committee of the Whole meeting

November 4 5:30 pm City Council meeting

November 5 General Election Day. Polls open 7 am-8 pm

K. Adjournment to an open and closed Port Authority meeting

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



Council Action Recommendation

Page 1 of 2

Meeting Date:

October 21, 2024 – City Council

Subject:

PI 5373 – Bituminous Street Improvement
Shoreview Drive: Pebble Lake Road to East Termini (Cul-de-sac)

Recommendation:

- 1) Resolution adopting the final cost assessment roles for PI 5373 contingent upon awarding the construction contract to Mark Lee Asphalt & Paving

Background/Key Points:

A legal publication and individual special assessment notices have been sent to all benefitting properties prior to this Final Cost Hearing.

Type of Project:

Bituminous Street and Drive Aprons, etc.

Location:

Shoreview Drive: Pebble Lake Road to Northeast Terminus (Cul-de-Sac)

Legal Description:

Lots 1-3, Block 1, Abundant Life Addition;

Lots 1-8, Block 1: Pebble Lake Estates Addition;

Part GL 1 & W1/2 NE1/4 East of Highway R/W except tracts, platted and R/W,
(Parcel No. 71001500095003);

Part GL 1 Com. SW Corner GL 1 Sec. 14, S 89° E 341.82', N 14° W 655.93', N 66°
E 46.53' NELY, etc., (Parcel No. 71001500095014);

Part NW1/4 NE1/4 & Part GL 1 & Part SW1/4 NE1/4 Begin SW Corner GL 1 E
341.82', N 15° W 665.62', S 68, etc., (Parcel No. 71001500095015);

All located within the City of Fergus Falls (Section 14, T132N, R43W)

Hearing Date:

October 21, 2024

Due Date

June 30, 2025

Interest Rate:

5.70%

Assessment Term:

15 years

Budgetary Impact:

Special Assessments Rates:

Bituminous Street (5 Ton Design)	= \$ 10,830.00 / Unit
Bituminous Drive Apron (5 Ton Design)	= \$ 40.00 / S.Y.

Cost Breakout:

Special Assess. Bituminous St. – 5 Ton (18 Units)	= \$ 194,940.00
City Share Bituminous Street – 5 Ton (0.5 Units)	= 5,415.00
Special Assess. Bit. Drive Apron – 5 Ton (550 S.F.)	= 22,000.00
City Share Bit. Drive Apron – 5 Ton (45 S.F.)	= 1,800.00
Deferred Special Assess. Bit. St. – 5 Ton (4 Units)	= <u>43,320.00</u>
Total Project Cost	= \$ 267,475.00

Financing:

PIR 429 Bonds (Special Assess. Street/Apron - Active)	= \$ 216,940.00 (81.1%) #1
PIR 429 Bonds – City Share (Street/Apron)	= 7,215.00 (2.7%)
PIR 429 Bonds (Special Assess. Street/Apron - Deferred)	= <u>43,320.00</u> (16.2%) #1
Total Project Funding	= 267,475.00

#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 **97.4 %** of the PIR 429 Bond total.
($\$260,260 / 267,475$) = 97.3%

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. – City Engineer

Attachments:

Individual Assessment Roles, PI 5373

Date 9/19/2024

P R O J E C T F I L E L I S T I N G

Page 1

Project	Description/Vendor	Location of Work	Init Date	Hear Date	Pymt Date	Resolution	Assessment	City Share
53-73	SHOREVIEW DR:BIT ST & DRIVE APRONS	SHOREVIEW DRIVE		10-21-2024	6-30-2025		43,320.00	.00
P.I. Seq						Deferred Code	Assessment	
53-73 000		SHOREVIEW DRIVE					216,940.00	
53-73 030		SHOREVIEW DRIVE					43,320.00	

Project # 53-73 Public Improvement No: 53-73 Sequence 000 Type of Public Improvement 12 BITUMINOUS STREET

Due Date	Percent	Years	* * * * *	Original	BALANCE	Current	Deferred	* * * * *	Total	Local	Def.	Status
6-30-2025	5.70	15	* * * * *	216,940.00	216,940.00	216,940.00	.00	* * * * *	216,940.00	24		P/A
Lots 1-3,Block 1,Abundant Life Addition;Lots 1-8,Block 1;Pebble Lake Estates Addition,Part GL 1 & W1/2 NE1/4 East of Highway R/W ex cept tracts,platted and R/W;(Parcel No.71001500095003);Part GL 1 Com.SW Corner GL 1 Sec.14,S 89° E341.82',N 14° W 655.93',N 66° E4 6.53' NELY,etc.,(Parcel No. 71001500095014);Part NW1/4 NE1/4 & Part GL 1 & Part SW1/4 NE1/4 Begin SW Corner GL 1 E341.82',N 15° W 665.62',S 68,etc.,(Parcel No. 71001500095015);All located within the City of Ferguson Falls (Section 14,T132N,R43W)												

Project # 53-73 Public Improvement No: 53-73 Sequence 030 Type of Public Improvement 12 BITUMINOUS STREET

Due Date	Percent	Years	* * * * *	Original	BALANCE	Current	Deferred	* * * * *	Total	Local	Def.	Status
6-30-2025	5.70	15	* * * * *	43,320.00	43,320.00	.00	43,320.00	* * * * *	43,320.00	24		P/D
Lots 1-3,Block 1, Abundant Life Addition;Lots 1-8,Block 1;Pebble Lake Estates Addition,Part GL 1 & W1/2 NE1/4 E of HWY R/W except tracts,platted & R/W;Part GL 1 Com SW Corner GL 1 Sec 14,S 89° E 341.82',N 14° W 655.93',N 66° E 46.53' NELY, etc;Part NW 1/4 NE1/4 & Part GL 1 & Part SW1/4 NE1/4 Begin SW Corner GL 1 E 341.82',N 15° W 665.62',S 68,etc;All located within the City of FF (Sec 14 ,T132N,R43W)												

Date 9/19/2024

P R O J E C T F I L E R A T E L I S T I N G

Page 1

Project No: 53-73 Public Improvement No: 53-73 Sequence: 000 Type of Public Improvement: 12 BITUMINOUS STREET

Code	Description	Size UNIT	Rate	Ref.
1	BIT STREET (5 TON)	S.Y.	10,830.00000	0
2	BIT DRIVE APRON (5 TON)	S.Y.	40.00000	4

Project No: 53-73 Public Improvement No: 53-73 Sequence: 030 Type of Public Improvement: 12 BITUMINOUS STREET

Code	Description	Size UNIT	Rate	Ref.
1	BIT STREET (5 TON)	S.Y.	10,830.00000	0

* * * * *
 * * * * *
 * * * * *

Project No. 53-73
 Public Improvement No. 53-73 000
 From PEBBLE LAKE ROAD

Type of Public Improvement BITUMINOUS STREET
 Location SHOREVIEW DRIVE
 To NORTHEAST TERMINUS (CUL-DE-SAC)

FINAL COST

166475
 ALT FAMILY REV LIV TST

71001500095014 1802 SHOREVIEW DR

1802 SHOREVIEW DR
 FERGUS FALLS MN 56537 4212

Sect-74 Twp-132 Range-043 PT GL 1 COM SW COR GL 1 SEC 14 S 89° E
 341.82' N 14° W 655.93' N 66° E 46.53' NELY ALG SLY ROW ON A CUR
 VE 112.17' S 41° E 150.91' TO PT OF BG S 41° E 7.52' S 8° E 172.4
 6' N 81° E TO SHORELINE OF PEBBLE LAKE NLY ALG SHORELINE TO INTER

Assessed	Project Rate	UNIT	Amount Assessed	Comment	Project Total
1.50	10,830.00000	S.Y.	16,245.00	BIT STREET (5 TON)	18,165.00
48.00	40.00000	S.Y.	1,920.00	BIT DRIVE APRON (5 TON)	

 CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA

Project No. 53-73 Type of Public Improvement BITUMINOUS STREET FINAL COST
 Public Improvement No. 53-73 000 Location SHOREVIEW DRIVE
 From PEBBLE LAKE ROAD To NORTHEAST TERMINUS (CUL-DE-SAC)

ABUNDANT LIFE ADDN

203555
 SAM WESTERN

71001991026000 1715 SHOREVIEW DR
 Lot 1 Block 1

Sect-14 Twp-132 Range-043 ABUNDANT LIFE ADDN LOT 1 BLK 1

3406 SCENIC DR
 FERGUS FALLS MN 56537 4250

Assessed	Project Rate	Amount Assessed	Comment	Project Total
1.00	10,830.00000	10,830.00	BIT STREET (5 TON)	10,830.00

201850
 DALE C & JENNIFER C HEGLUND

71001991027000 1729 SHOREVIEW DR
 Lot 2 Block 1

Sect-14 Twp-132 Range-043 ABUNDANT LIFE ADDN LOT 2 BLK 1

1729 SHOREVIEW DR
 FERGUS FALLS MN 56537 4253

Assessed	Project Rate	Amount Assessed	Comment	Project Total
1.00	10,830.00000	10,830.00	BIT STREET (5 TON)	12,310.00
37.00	40.00000	1,480.00	BIT DRIVE APRON (5 TON)	

153508
 ARLAN & NANCY SYMENS

71001991028000 1743 SHOREVIEW DR
 Lot 3 Block 1

Sect-14 Twp-132 Range-043 ABUNDANT LIFE ADDN LOT 3 BLK 1

1743 SHOREVIEW DR
 FERGUS FALLS MN 56537 4253

Assessed	Project Rate	Amount Assessed	Comment	Project Total
1.00	10,830.00000	10,830.00	BIT STREET (5 TON)	14,910.00
102.00	40.00000	4,080.00	BIT DRIVE APRON (5 TON)	

 CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA

Project No. 53-73
 Public Improvement No. 53-73 000
 From PEBBLE LAKE ROAD
 Type of Public Improvement BITUMINOUS STREET
 Location SHOREVIEW DRIVE
 To NORTHEAST TERMINUS (CUL-DE-SAC)
 FINAL COST

PEBBLE LAKE ESTATES

138851
 CARR FAMILY REV LVG TST
 71001990947000 1810 SHOREVIEW DR
 Lot 1 Block 1
 Sect-14 Twp-132 Range-043 PEBBLE LAKE ESTATES 1.12 AC LOT 1 BLK 1

1810 SHOREVIEW DR
 FERGUS FALLS MN 56537 4212

Assessed	Project Rate	Amount Assessed	Comment	Project Total
1.00	10,830.00000	10,830.00	BIT STREET (5 TON)	12,630.00
45.00	40.00000	1,800.00	BIT DRIVE APRON (5 TON)	

148450
 WERNER FAMILY REV LVG TST
 71001990948000 1814 SHOREVIEW DR
 Lot 2 Block 1
 Sect-14 Twp-132 Range-043 PEBBLE LAKE ESTATES 1.12 AC LOT 2 BLK 1

1814 SHOREVIEW DR
 FERGUS FALLS MN 56537 4212

Assessed	Project Rate	Amount Assessed	Comment	Project Total
1.00	10,830.00000	10,830.00	BIT STREET (5 TON)	14,630.00
95.00	40.00000	3,800.00	BIT DRIVE APRON (5 TON)	

158600
 TODD J & JENNIFER S KAMPSTRA
 71001990949000 1818 SHOREVIEW DR
 Lot 3 Block 1
 Sect-14 Twp-132 Range-043 PEBBLE LAKE ESTATES 1.12 AC LOT 3 BLK 1

1818 SHOREVIEW DR
 FERGUS FALLS MN 56537 4212

Assessed	Project Rate	Amount Assessed	Comment	Project Total
1.00	10,830.00000	10,830.00	BIT STREET (5 TON)	14,590.00
94.00	40.00000	3,760.00	BIT DRIVE APRON (5 TON)	

200735
 SHERRI E MONEY REV LIV TST
 71001990950000 1822 SHOREVIEW DR
 Lot 4 Block 1
 Sect-14 Twp-132 Range-043 PEBBLE LAKE ESTATES 1.12 AC LOT 4 AND 1
 OT 5 BLK 1

1822 SHOREVIEW DR
 FERGUS FALLS MN 56537 4212

Assessed	Project Rate	Amount Assessed	Comment	Project Total
1.50	10,830.00000	16,245.00	BIT STREET (5 TON)	18,325.00

 CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA

Project No. 53-73
 Public Improvement No. 53-73 000
 From PEBBLE LAKE ROAD
 Type of Public Improvement BITUMINOUS STREET
 Location SHOREVIEW DRIVE
 To NORTHEAST TERMINUS (CUL-DE-SAC)
 FINAL COST

PEBBLE LAKE ESTATES

193584
 WILLIAM J & KARLA K ZANDER
 52.00 40.00000 S.Y. 2,080.00 BIT DRIVE APRON (5 TON)
 71001990952000 1817 SHOREVIEW DR
 Lot 6 Block 1
 Sect-14 Twp-132 Range-043 PEBBLE LAKE ESTATES LOT 6 BLK 1

1793 SHOREVIEW DR
 FERGUS FALLS MN 56537 4253

Assessed	1.00	Project Rate	10,830.00000	UNIT	Amount Assessed	10,830.00	Comment	BIT STREET (5 TON)	Project Total	10,830.00

193584
 WILLIAM J & KARLA K ZANDER
 71001990953000 1793 SHOREVIEW DR
 Lot 7 Block 1
 Sect-14 Twp-132 Range-043 PEBBLE LAKE ESTATES LOT 7 & 8 BLK 1

1793 SHOREVIEW DR
 FERGUS FALLS MN 56537 4253

Assessed	3.00	Project Rate	10,830.00000	UNIT	Amount Assessed	32,490.00	Comment	BIT STREET (5 TON)	Project Total	33,050.00
	14.00		40.00000	S.Y.	560.00		BIT DRIVE APRON (5 TON)			

 CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA

Project No. 53-73
 Public Improvement No. 53-73 000
 From PEBBLE LAKE ROAD
 Type of Public Improvement BITUMINOUS STREET
 Location SHOREVIEW DRIVE
 To NORTHEAST TERMINUS (CUL-DE-SAC)
 FINAL COST

UNPLATTED 14 132 43

151423 KEVYN B HECK & ANGELA F BOWMAN 71001500095003 1765 SHOREVIEW DR

Sect-14 Twp-132 Range-043 5.00 AC PT GL 1 & W1/2 NE1/4 E OF HWY
 R/W EX TRS EX HWY EX PLATTED

1765 SHOREVIEW DR
 FERGUS FALLS MN 56537 4253

Assessed	Project Rate	Amount Assessed	Comment	Project Total
2.00	10,830.00000	21,660.00	BIT STREET (5 TON)	24,180.00
63.00	40.00000	2,520.00	BIT DRIVE APRON (5 TON)	

144989 STEPHEN A & SARAH E MOLINE 71001500095015 1827 PEBBLE LAKE GOLF DR

Sect-14 Twp-132 Range-043 11.45 AC PT NW1/4 NE1/4 & PT GL 1 & PT
 SW1/4 NE1/4 BG SW COR GL 1 E 341.82' N 15°W 665.62' S 68° W 483.
 48' S 64° W 506.55' S 24° E 418.97' N 76° E 580.33' TO PT OF BG

Assessed	Project Rate	Amount Assessed	Comment	Project Total
3.00	10,830.00000	32,490.00	BIT STREET (5 TON)	32,490.00

End of Processing Total for this Public Improvement 216,940.00

CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA

Project No. 53-73 Public Improvement No. 53-73 030 Location Public Improvement BITUMINOUS STREET
From PEBBLE LAKE ROAD To CUL-DE-SAC

UNPLATTED 14 132 43

144989
STEPHEN A & SARAH E MOLINE 71001500095015 1827 PEBBLE LAKE GOLF DR

1827 PEBBLE LAKE GOLF DR
FERGUS FALLS MN 56537 8526
Sect-14 Twp-132 Range-043 11.45 AC PT NW1/4 NE1/4 & PT GL 1 & PT
SW1/4 NE1/4 BG SW COR GL 1 E 341.82' N 15°W 665.62' S 68° W 483.
48' S 64° W 506.55' S 24° E 418.97' N 76° E 580.33' TO PT OF BG

Assessed	Project Rate	Project Rate	Amount Assessed	Comment	Project Total	
4.00	10,830.00000	UNIT	43,320.00	BIT STREET (5 TON)	43,320.00	
End of Processing					Total for this Public Improvement	43,320.00

FINAL COST



Council Action Recommendation

Page 1 of 1

Meeting Date:

October 21, 2024 – City Council

Subject:

PI 5373 – Bituminous Street Improvement
Shoreview Drive: Pebble Lake Road to East Termini (Cul-de-sac)

Recommendation:

- 1) Resolution awarding the construction services contract to Mark Lee Asphalt & Paving in the amount of \$194,493.00

Background/Key Points:

The project bid opening took place on Thursday, September 5, 2024 at 2:00 PM in these Council Chambers. The apparent low bidder was Mark Lee Asphalt & Paving with a total base bid amount of \$194,493.00. The Estimated Probable Construction Cost was \$214,000. City staff has evaluated the bids, conducted a post bid interview, and determined Mark Lee Asphalt & Paving's bid to be in order and responsive. I recommend this contract be awarded.

In efforts to receive favorable bid pricing, the bidding documents specified a working day contract with substantial completion in late summer 2025. Although the contractor could possibly start this fall if awarded, I anticipate this work starting next summer.

Budgetary Impact:

PIR 429 Bonds (Special Assessment Street), Sanitary Sewer Enterprise Funds, and Water Enterprise Funds are the proposed funding sources.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. – City Engineer

Attachments:


Project Location Map
Bid Tabulation

**ENGINEERING DEPARTMENT, CITY of FERGUS FALLS
TABULATION OF QUOTES**

Bid Opening Date: September 5th 2024 at 2:00 P.M.
Project Title: Shoreview Dr. - Pebble Lake Rd. to Cul-De-Sac
Pub. Imp. No.: 5373
Project Type: Street Improvements
Location: Shoreview Dr.

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	Mark Lee Excavating		Mark Sand & Gravel		Central Specialties Inc.		Ferguson Brothers		Engineer's Estimate	
				UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
2021.501	MOBILIZATION	LS	1	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00	\$15,800.00	\$15,800.00	\$18,000.00	\$18,000.00	\$30,000.00	\$30,000.00
2104.503	REMOVE CONCRETE PAVEMENT 4" & 6"	SF	268	\$4.00	\$1,072.00	\$8.65	\$2,318.20	\$10.00	\$2,680.00	\$3.90	\$1,045.20	\$3.00	\$804.00
2104.505	REMOVE BITUMINOUS PAVEMENT	S Y	18	\$20.00	\$360.00	\$64.80	\$1,166.40	\$45.00	\$810.00	\$75.00	\$1,350.00	\$3.00	\$54.00
2104.513	SAWING CONCRETE PAVEMENT	LF	26	\$10.00	\$260.00	\$20.00	\$520.00	\$0.01	\$0.26	\$7.00	\$182.00	\$3.00	\$78.00
2104.513	SAWING BITUMINOUS PAVEMENT	L F	32	\$10.00	\$320.00	\$10.00	\$320.00	\$0.01	\$0.32	\$6.00	\$192.00	\$3.00	\$96.00
2105.501	COMMON EXCAVATION (P)	C Y	230	\$30.00	\$6,900.00	\$10.00	\$2,300.00	\$40.00	\$9,200.00	\$25.00	\$5,750.00	\$10.00	\$2,300.00
2211.501	AGGREGATE BASE CLASS 5	TON	1,270	\$20.00	\$25,400.00	\$21.45	\$27,241.50	\$24.50	\$31,115.00	\$23.00	\$29,210.00	\$20.00	\$25,400.00
2211.501	AGGREGATE BASE CLASS 5 (SHOULDER)	TON	303	\$30.00	\$9,090.00	\$34.20	\$10,362.60	\$34.00	\$10,302.00	\$26.00	\$7,878.00	\$20.00	\$6,060.00
2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	252	\$5.00	\$1,260.00	\$10.00	\$2,520.00	\$4.00	\$1,008.00	\$4.25	\$1,071.00	\$3.00	\$756.00
2360.501	TYPE SP 9.5 WEARING COURSE MIX (SPWEA230B)	TON	432	\$85.00	\$36,720.00	\$77.00	\$33,264.00	\$96.25	\$41,580.00	\$88.00	\$38,016.00	\$85.00	\$36,720.00
2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (SPNWB230B)	TON	864	\$85.00	\$73,440.00	\$77.00	\$66,528.00	\$91.71	\$79,237.44	\$87.00	\$75,168.00	\$85.00	\$73,440.00
2504.602	ADJUST GATE VALVE & BOX	EACH	5	\$300.00	\$1,500.00	\$1,200.00	\$6,000.00	\$350.00	\$1,750.00	\$450.00	\$2,250.00	\$500.00	\$2,500.00
2506.522	ADJUST FRAME & RING CASTING, (MANHOLE)	EACH	6	\$1,000.00	\$6,000.00	\$1,600.00	\$9,600.00	\$1,100.00	\$6,600.00	\$1,000.00	\$6,000.00	\$500.00	\$3,000.00
2540.602	SALVAGE, RELOCATE & REINSTALL MAIL BOX	EACH	9	\$200.00	\$1,800.00	\$250.00	\$2,250.00	\$100.00	\$900.00	\$300.00	\$2,700.00	\$500.00	\$4,500.00
2563.601	TRAFFIC CONTROL	LS	1	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$1,600.00	\$1,600.00	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00
2573.533	SEDIMENT CONTROL LOG TYPE STRAW (10 L.F.)	EACH	7	\$150.00	\$1,050.00	\$150.00	\$1,050.00	\$150.00	\$1,050.00	\$10.00	\$70.00	\$30.00	\$210.00
2573.535	STABILIZED CONSTRUCTION EXIT (ROCK ENTRANCE)	EACH	1	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$5.00	\$5.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00
2574.525	COMMON TOPSOIL BORROW (LV)	C Y	257	\$40.00	\$10,280.00	\$55.30	\$14,212.10	\$70.00	\$17,990.00	\$65.00	\$16,705.00	\$32.00	\$8,224.00
2575.501	SEEDING & FERTILIZER	SY	2,341	\$1.00	\$2,341.00	\$1.00	\$2,341.00	\$1.00	\$2,341.00	\$5.00	\$11,705.00	\$3.50	\$8,193.50
2575.562	HYDRAULIC SOIL STABILIZER, TYPE 8 (BONDED FIBER MATRIX Fiber)	LB	1,680	\$2.50	\$4,200.00	\$2.50	\$4,200.00	\$2.50	\$4,200.00	\$4.00	\$6,720.00	\$3.50	\$5,880.00

Total Bid Price	<u>\$194,493.00</u>	<u>\$219,193.80</u>	<u>\$228,169.02</u>	<u>\$228,512.20</u>	<u>\$212,715.50</u>
-----------------	---------------------	---------------------	---------------------	---------------------	---------------------

 Denotes extensions and totals that were incorrect on the bid form.
Numbers shown are correct based on unit price on bid form.

CITY OF FERGUS FALLS, MINNESOTA

ENGINEERING DEPARTMENT

CONSTRUCTION PLANS FOR

GRADING, GRAVEL & BITUMINOUS STREET PAVING

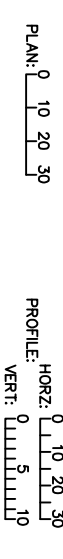
CITY PUBLIC IMPROVEMENT NO. 5373

SPECIFICATIONS REFERENCE

THE 2018 EDITION OF THE MINNESOTA
DEPARTMENT OF TRANSPORTATION
"STANDARD SPECIFICATIONS FOR
CONSTRUCTION" SHALL GOVERN.

CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM)
STANDARD SPECIFICATION LATEST EDITION, SHALL
GOVERN THE CONTRACT.

SCALERS
(UNLESS OTHERWISE NOTED)

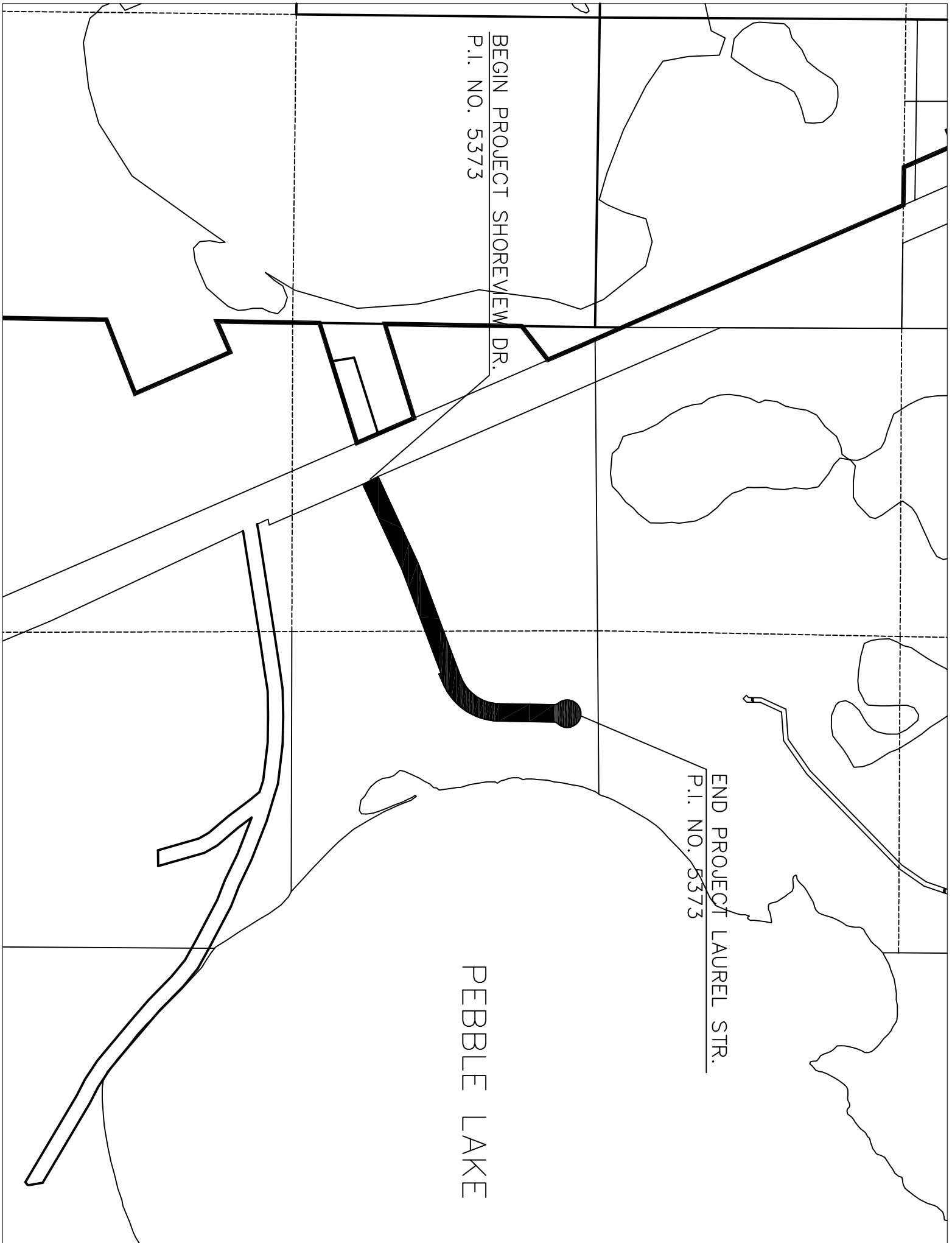


- CONVENTIONAL SYMBOLS**
- RIGHT OF WAY LINE
 - PROPERTY LINE
 - VACATED PROPERTY
 - RAILROAD
 - R.R. RIGHT OF WAY
 - POWER POLE
 - TELEPHONE POLE
 - WATER VALVE BOX
 - WIRE FENCE
 - HEDGE
 - WATER MAIN
 - SANITARY SEWER IN PLACE
 - STORM SEWER IN PLACE
 - TREES
 - MANHOLE
 - FIRE HYDRANT
 - GAS MAIN
 - UNDERGROUND TELEPHONE
 - UNDERGROUND POWER
 - UNDERGROUND TELEVISION

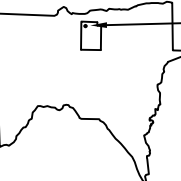
BEGIN PROJECT SHOREVIEW DR.
P.I. NO. 5373

END PROJECT LAUREL STR.
P.I. NO. 5373

PEBBLE LAKE



PROJECT LOCATION
COUNTY OTTERTAIL
DISTRICT 4 DETROIT LAKES



PI. NO.	DESCRIPTION	SHEET
	TITLE SHEET	1
	ESTIMATED QUANTITIES	2
	NOTES	3
	DETAIL	4-8
	TRAFFIC CONTROL SHEET	9-10
	SWPPP	11-22
	ADA RAMP DETAILS	23-28
	REMOVAL - SUMMIT AVE.	29
	CURB & GUTTER - SUMMIT AVE	30
	WATER, SANITARY - SUMMIT AVE	31
	CROSS SECTIONS-SUMMIT AVE	32-34
	REMOVAL - LINDEN STR.	35
	WATER, SANITARY - LINDEN STR.	36
	CURB & GUTTER - LINDEN STR.	37
	CROSS SECTIONS-LINDEN STR.	38-41
	REMOVAL - LAUREL STR.	42
	WATER, SANITARY - LAUREL STR.	43-44
	STORM SEWER - LAUREL STR.	45-46
	CURB & GUTTER - LAUREL STR.	47-48
	CROSS SECTIONS-LAUREL STR.	49-54

INDEX OF SHEETS

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

DATE: 20____ REG. NO. 48363 CITY ENGINEER

COVER SHEET of 54 Sheets

City Council Minutes
October 7, 2024

The Fergus Falls City Council held a regular meeting on Monday October 7, 2024, at 5:30 pm in the City Council Chambers. Pastor Dale Hexum gave the invocation, and the Pledge of Allegiance was recited. Anthony Hicks served as the Acting Mayor and called the meeting to order at 5:31 pm. The following council members were in attendance: Hicks, Fish, Job, Kvamme, Rufer, Kremeier, and Rachels. Mayor Schierer was absent.

Open Forum

John Strauch, 519 W Vasa Ave inquired about the city's plans for the former Checkers and encouraged the city to ensure election signs are not placed in the right-of-way. Staff clarified they are removing signs that are reported on a complaint basis.

Debbie Smith said a council candidate recently sent a text message that was refuted by a council member and the candidate then sent a follow-up text with the correct information. She felt the council member calling out this error was unethical.

Duane Cookman, 543 W Stanton asked for an update on the property located at 801 W Stanton. Andrew Bremseth said the developer's grant application to Minnesota Housing was not funded. The city will continue working with the landowner to complete demolition and site cleanup and is exploring additional housing options. Hicks asked for a project update at the next meeting.

Approval to the Agenda

A motion and second were made by Rufer and Kremeier to approve tonight's agenda with the addition of a donation (consent) and a discussion on the council's code of conduct and ethics policy (new business) and the motion carried.

Retirement: Jeff Hohrman

Fish offered **Resolution #178-2024** acknowledging the retirement and 27 years of service from Jeff Hohrman, which was seconded by Job and was adopted.

Consent Agenda

The following items were approved under **Resolution #179-2024** by Fish: A motion approving the open and closed minutes from the September 16, 2024, City Council meeting and the October 2, 2024, Committee of the Whole meeting. A motion approving the following licenses: Mechanical Valley Service Mechanical, LLC; Mobile Food Vendor Permit (Short-term) Reign Irrigation dba The Chuckwagon; 3.2% Malt Liquor with Strong Beer Authorization (2025) Northern Aire Lanes; 3.2% Malt Liquor (2025) Lakeway Express; Tobacco (2025) Lakeway Express, Olson Oil Company, Casey's Store #1820, Casey's Store #2161. **Resolution #180-2024** certifying election judges for the November 5 General Election. **Resolution #181-2024** declaring various equipment from the Public Works Department as surplus equipment and authorizing its disposal. **Resolution #182-2024** A motion directing the City Attorney to draft an ordinance not allowing planting or landscaping in the city right-of-way. **Resolution #183-2024** accepting Interstate Engineering's professional services proposal for final design in the not to exceed amount of \$49,800 for City Project 7744, the Lake Alice grit chambers stormwater improvement project. **Resolution #184-2024** initiating Public Improvement 5352, Friberg Avenue: Lincoln Avenue to Fir Avenue; Pebble Lake Road: Arlington

Street to TH210 resurfacing project and accepting Moore Engineering's professional services agreement through final design, in the amount of \$342,940. Motion directing the City Attorney to draft amendments to City Code Chapter 154.70 through 154.177, Sign Ordinance. **Resolution #185-2024** accepting a \$2,500 donation from Summerfest for electrical upgrades at Kirkbride Park and approve a related budget adjustment. The resolution was seconded by Job and was approved.

Resolution of Accounts

Fish offered a resolution authorizing the payments and claims in the amount of \$3,863,471.15, which was seconded by Kvamme and was adopted.

New Business

Kremeier felt Kvamme breached the council's code of ethics and code of conduct at the chamber's candidate forum on September 24 when he called Hicks "half a package", questioned his secular beliefs and stated he does not trust Hicks or another candidate running for office. Kremeier cited numerous sections of the council's code of conduct policy he felt Kvamme violated at this event as well as negative comments made about cannabis users earlier this year. Kremeier recommended Kvamme step down from his council seat due to his unethical conduct. Rufer asked Kremeier if the code of conduct he is referring to is the same document that he (Kremeier) refuses to sign. Kremeier stated he refuses to sign the council's code of conduct policy because the city refuses to enforce it. Rachels asked the city attorney for his opinion if the conduct policy applies only to council meetings or other public events. Job said the code of conduct states private encounters should be included in the standards for conduct. Nycklemoe will review the policy and provide his opinion.

The meeting adjourned to open and closed Port Authority meetings at 5:53 pm.

Lynne Olson

FOR COUNCIL MEETING OCTOBER 21, 2024

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

Excavator (2024)

Dirt Dynamics

Paving/Sidewalk (2024)

Pettow Construction Inc.

Building Waste Hauler (2025)

Big Red Boxes

3.2% Malt Liquor (2025)

Holiday Stationstores

Little Chief Outpost

Tobacco (2025)

Holiday Stationstores

AJ Specialty Store (dba Smoke N Vape)

King Tobacco

Little Chief Outpost

Minnesota Lawful Gambling Permit

Fergus Area College Foundation for a raffle on December 16, 2024 at M-State

Fergus Area College Foundation for a raffle on February 1, 2025 at M-State



Council Action Recommendation

Page 1 of 1

Meeting Date: October 21, 2024

Subject: 2025 Insurance Renewal

Recommendation: The City of Fergus Falls waive the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04

Background/Key Points: The City of Fergus Falls is insured through the League of Minnesota Cities Insurance Trust (LMCIT). The current statutes limit a city's tort liability to a maximum of \$500,000 per claimant and \$1,500,000 per occurrence. The LMCIT provides the City the option to waive the monetary statutory tort limits. The waiver provides coverage to a maximum of \$2,000,000 per claimant and \$2,000,000 per occurrence.

In prior years, the City of Fergus Falls has waived the statutory limits to provide expanded coverage for the residents.

I have reviewed this waiver with the City Attorney and he recommends we continue to waive the statutory tort limits to provide this additional protection.

Budgetary Impact: Because the waiver increases the City's municipal liability and auto liability exposure, the premium is about 3.5% higher for coverage under the waiver option or about \$5,600 based on the 2024 municipal and automobile liability premiums.

Originating Department: Finance

Respectfully Submitted: Bill Sonmor, Finance Director

Attachments:

None

RESOLUTION #___-2024
2025 INSURANCE RENEWAL

WHEREAS, the City of Fergus Falls is insured through the League of Minnesota Cities Trust (LMCIT) and current statutes limit a city's tort liability to a maximum of \$500,000 per claimant and \$1,500,000 per occurrence and,

WHEREAS, the LMCIT provides the city the option to waive the monetary statutory tort limits and this waiver provides coverage to a maximum of \$2,000,000 per claimant and \$2,000,000 per occurrence and,

WHEREAS, in prior years the City of Fergus Falls has waived the statutory limits to provide expanded coverage for residents,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Fergus Falls, Minnesota to approve a waiver of the monetary limits on municipal tort liability as established by Minnesota Statutes, Section 466.04.

The above and foregoing resolution was offered at a regular meeting of the City Council held on October 21, 2024, by Council Member ___ who moved its adoption, was seconded by Council Member ___ and adopted by the following vote:

AYES:

NAYES:

Whereupon the above resolution was duly adopted.

ATTEST:

ADOPTED:

City Administrator

Mayor



Council Action Recommendation

Page 1 of 1

Meeting Date: October 16, 2024

Subject: Surplus

Recommendation:

Declare items surplus and authorize their disposal

Background/Key Points:

These items are no longer used

Budgetary Impact:

Paver bricks
"Tall E scope" upright scaffolding
Ground grill grates
Aerator
Aluminum boat
Bicycle rack
Receiver hitch davit arm
Pipe cleaning machine
Tapping machine
Trouble light
8-various pumps
Pick up service rack
27 wood poles (DeLagoon lights)

Originating Department: Public Works

Respectfully Submitted: Len Taylor

Attachments:



Council Action Recommendation

Page 1 of 1

Meeting Date:

October 21, 2024

Subject:

West Central Initiative (WCI) Child Care Project Manager Grant

Recommendation:

Approve a resolution authorizing the City of Fergus Falls to submit a request for \$20,000 for a child care project manager to WCI.

Background/Key Points:

WCI received funding from the MN Department of Employment and Economic Development (DEED) to provide \$20,000 capacity-building grants to communities to contract with a person able to concentrate on moving child care projects forward. By applying for the grant, we aim to build on the groundwork laid through our work with First Children's Finance Rural Child Care Innovation Program Community Solution Action Plan.

The contractor would report to the Community Development Director. The position would be posted via RFQ. Projects would involve developing new facilities, supporting upgrades to existing spaces, and building partnerships to grow child care infrastructure. This position would be similar to Otter Tail County's child care project management position(s) but would focus specifically on advancing childcare solutions in Fergus Falls related to our Community Solution Action Plan.

Budgetary Impact:

The grant would provide \$20,000 in funding to cover the cost of contracting with a project manager. No additional funds from the city budget are requested at this time.

Respectfully Submitted:

Klara Beck
Community Development Director

Attachments

CSAP Revisited

CSAP Revisited: Child Care Innovation in Fergus Falls

Introduction

In 2022, Fergus Falls was selected to participate in First Children's Finance's Rural Child Care Innovation Program (RCCIP). The RCCIP addresses the critical challenges of rural child care through the lens of economic development, recognizing the essential role that accessible, high-quality child care plays in community vitality. The RCCIP employs a community engagement process to identify and implement solutions aimed at increasing the availability of affordable, high-quality child care in rural areas by bringing together community members and empowering them to develop localized solutions.

Over an 18-month period, a core team of community members with backgrounds in early childhood education, faith leadership, healthcare, manufacturing, human resources, and government came together for the creation and execution of strategies to address the specific child care needs of Fergus Falls. The following goals were developed as part of the CSAP:

1. Goal One

Over the next 12 months, develop a cost-efficient plan for a physical cohort of buildings appropriate for pod-based care that can be situated on land with shared green space.

2. Goal Two

Over the next 12 months, develop a consultation package that includes plans, partnerships, and resource connections for entities willing to spearhead upgrades to existing spaces.

3. Goal Three

By utilizing existing media channels, set an outreach timeline and plan for 2024 that shines a spotlight on community needs for childcare, existing resources and partnerships for providers, current local, state, or federal initiatives, and celebrates quality care for growing brains in an effort to elevate the childcare profession.

4. Goal Four

By utilizing existing media channels, set an outreach timeline and plan for 2024 that educates the public on community childcare needs, childcare career options, current initiatives, and the importance of quality care to growing brains.

5. Goal Five

By the end of ISD 544's 2023 school year, gain an understanding of the barriers to offering CDA coursework at Kennedy Secondary School. If offering CDA coursework at KSS is determined to be feasible, define next steps and develop a timeline to overcome those barriers.

6. Goal Six

Over the next 6 months, and in partnership with Otter Tail County's curriculum development specialist, develop a complementary 2024 training schedule to offer free and timely training to local providers to be hosted in person at local venues.

Toward the end of the 18-month period, significant staffing changes at First Children's Finance disrupted the regular interaction between the Fergus Falls RCCIP group and First Children's Finance, which led to a loss of momentum for the initiative. Regardless, some progress was achieved during the program, laying a foundation for future efforts.

Progress Assessment

Goal One: Develop a Cost-Efficient Plan for Pod-Based Care

Progress: The City of Fergus Falls collaborated with PioneerCare to develop building plans for a pod-based childcare model. Grant funding was secured to assist with the development of the plans and legal guidance for lease agreements. However, PioneerCare shifted its focus back to its core mission, leaving the location unavailable and the plans unused. The city retains the building plans for future use.

Next Steps? Explore alternative locations for implementing the developed building plans. Engage with other potential partners or landowners who may be interested in supporting a pod-based care model.

Goal Two: Develop a Consultation Package for Upgrading Existing Spaces

Progress: This goal has not yet been fully realized but remains an opportunity for future development. Toward this end, however, the City of Fergus Falls hosted a "Churches for Child Care" event. The event aimed to educate church leaders about the critical need for childcare and requirements for converting church spaces into suitable childcare facilities. Churches leaders heard from Otter Tail County's child care licenser as well as the Fergus Falls Fire Dept and Building Dept.

Next Steps? Revisit the consultation package initiative and identify stakeholders or entities that may be willing to champion upgrades to existing spaces. Reevaluate funding options and partnerships to support this initiative.

Goal Three: Develop an Outreach Plan for 2024 to Spotlight Childcare Needs and Partnerships

Progress: The City of Fergus Falls promoted Childcare Provider Appreciation Day and childcare resources in '23 and '24 along with Otter Tail County ECI and CDA.

Next Steps? Consider combining communication efforts by the City, County, ECI, and WCI to ensure a cohesive and efficient message across all channels and to eliminate any duplicative efforts. Identify key areas where joint efforts can better reach the target audience.

Goal Four: Educate the Public on Childcare Needs and Career Options

Progress: Similar to Goal Three, this goal highlighted the importance of a coordinated communication effort. There is ongoing collaboration between the City, County, ECI, and WCI that allows for message coordination.

Next Steps? Build on the recommendations from Goal Three. Perform asset mapping for those seeking childcare resources. Develop a unified public outreach strategy that leverages media channels across all relevant entities, but with focused outreach going to local high schools and MState students. Utilize the collaborative group hosted by the county that meets regularly to align messaging on childcare needs, career pathways, and the value of quality childcare.

Goal Five: Overcome Barriers to Offering CDA Coursework at KSS

Progress: While there was staff support at Kennedy Secondary School for incorporating early childhood curriculum, the barriers to adoption were beyond the ability of the RCCIP team to address. This issue requires broader discussion at the state level. Minnesota has provided a handbook to help schools integrate early childhood education into their curriculum.

Next Steps? Leverage the handbook as a tool to engage school decision-makers. Share messaging of childcare needs, career pathways, and the value of quality childcare.

Goal Six: Develop a 2024 Training Schedule for Local Childcare Providers

Progress: West Central Initiative secured state grant funding to support a provider network in Fergus Falls, which will offer social programming, access to health resources, and training for local providers. As of September 2024, Lisa Votaw is serving as the local Early Childhood Network Coordinator. Each month (minus December and July), the provider network will work to offer two opportunities per month for training and gathering.

Next Steps? Support and promote the provider network.

New Opportunities

Since the start of the RCCIP program, new areas of opportunity have emerged:

- Apply for \$20,000 grant through West Central Initiative to contract with a project manager to manage implementation of childcare initiatives in Fergus Falls.
- Grow Children's Corner. Explore space needs and support next steps.
- Grow the PioneerKids model in a new space
 - Partner with PioneerKids on the submission of a facilities grant to DEED.

Conclusion

The progress assessment highlights accomplishments and areas needing further development:

1. Identify new partners and locations to advance the pod-based care model (Goal One).
2. Revisit the consultation package initiative and engage stakeholders interested in renovating existing spaces (Goal Two).
3. Streamline communication efforts between city, county, and WCI to share consistent unified messaging on childcare needs, career pathways, and the value of quality childcare (Goals Three and Four).
4. Connect schools to state-level support to overcome barriers to CDA coursework, facilitating the integration of early childhood education into school curricula (Goal Five).
5. Pursue new opportunities

By reassessing strategies and identifying and engaging key players and their partners, we can ensure that collective efforts are aligned and focused, driving meaningful progress and creating a lasting impact on the childcare landscape in Fergus Falls.

Update provided by Klara Beck, Community Development Director, City of Fergus Falls.

OFFICE OF THE CITY ATTORNEY
ROLF H. NYCKLEMOE
FERGUS FALLS CITY ATTORNEY

Assistants:
David H. Nycklemoe
Van R. Ellig
Joseph R. Ellig

Professional Building
106 East Washington Avenue
Fergus Falls, MN 56537
Telephone (218) 736-5673
Fax (218) 736-5466

MEMO

TO: The City Council
FROM: Rolf Nycklemoe
RE: Fergus Falls Charter Commission Member Appointment
DATE: 10/10/2024

I have received a list from the Fergus Falls Charter Commission of its recommendations for the appointment of members to the Charter Commission.

The Fergus Falls Charter Commission is comprised of 14 members, serving 4-year staggered terms. Charter Commission members are appointed by the Chief Judge of the Seventh Judicial District. Although the Chief Judge retains the final authority to appoint the Charter Commission members, it is often helpful to the Chief Judge if the Charter Commission and the City Council present a petition to the Court recommending and proposing charter members to be appointed. The Charter Commission recommends the City Council pass a resolution to petition the Court to continue the appointment of Charter Commission members whose terms will expire in 2026 (note that Eric Shelstad has resigned and the Charter Commission recommends Larry Enderle be appointed) and for the appointment of new Charter Commission members whose terms will expire in 2028, all of whom are the current Charter Commission members who have graciously agreed to serve another 4 year term.

The process of the Charter Commission recommending members to the City Council has worked well in ensuring a diverse group of charter commission members.

The Charter is equivalent of the city's constitution. It sets forth the principals of our local government. If there are any issues any council members would like the Charter Commission to take up, now is a good opportunity to let me know so that I can advise the Charter Commission of your requests. They are planning on addressing the issue of council vacancy in 2025.

If the attached resolution is acceptable, I will then file the petition with the District Court for the Court to consider and issue its order appointing members to the Fergus Falls Charter Commission.

RESOLUTION #
CHARTER COMMISSION MEMBERSHIP

RESOLUTION ADDRESSED TO THE CHIEF JUDGE OF THE
SEVENTH JUDICIAL DISTRICT, MINNESOTA, FOR THE
APPOINTMENT OF CHARTER COMMISSION MEMBERS

STATE OF MINNESOTA IN DISCTRICT COURT

COUNTY OF OTTER TAIL SEVENTH JUDICIAL DISTRICT

IN RE: THE MATTER OF APPOINTMENT OF MEMBERS TO THE
FERGUS FALLS CHARTER COMMISSION

PETITION FOR APPOINTMENT OF CHARTER COMMISSION MEMBERS

TO: THE CHIEF JUDGE OF THE SEVENTH JUDICIAL DISTRICT

WHEREAS, Petitioner, the City Council of the City of Fergus Falls, Minnesota, respectfully represents and shows to the Court:

I.

Petitioner is the duly acting and qualified City Council of the City of Fergus Falls, Minnesota, a Home Rule Charter City. That members of the present Fergus Falls Charter Commission were appointed by Order of this Court dated January 20, 2023, as Court File No. 56-CV-23-133.

II.

Petitioner recommends the Court continues the appointment of the following residents (to include Larry Enderle to replace Eric Shelstad who has resigned), to serve as members of the Fergus Falls Charter Commission whose terms shall expire December 31, 2026:

Destia Hunt	901 South Martin Street, Fergus Falls, MN 56537
Mark Hovland	2014 County Highway 11, Fergus Falls, MN 56537
R. Kristian Svingen	628 West Maple Street, Fergus Falls, MN 56537
Duane Henry	708 West Seventh Avenue, Fergus Falls, MN 56537
Larry Enderle	115 West Alcott Avenue, Fergus Falls, MN 56537
Chuck Hanson	707 North Cleveland Avenue, Fergus Falls, MN 56537
Al Frank	1209 South Concord Street, Fergus Falls, MN 56537

III.

Petitioner recommends the Court appoint the following residents to serve as members of the Fergus Falls Charter Commission, whose terms shall expire on December 31, 2028.

Tim Brennan	1115 Ridgeview Court, Fergus Falls, MN 56537
Mary Jo Igelstad	920 North Ada Avenue, Fergus Falls, MN 56537
Gary Nelson	615 First Avenue, Fergus Falls, MN 56537
David Prazak	1738 South Court Street, Fergus Falls, MN 56537
JoEllen Thacker	516 South Union Avenue, Fergus Falls, MN 56537
Sarah Duffy	2105 Woodland Lane, Fergus Falls, MN 56537
Dick Felstul	2415 Sterling Heights Drive, Fergus Falls, MN 56537

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Fergus Falls, Minnesota, that we respectfully request the Chief Judge of the Seventh Judicial District, State of Minnesota to issue an Order appointing the above members to the Fergus Falls Charter Commission.

The above and foregoing resolution was offered at a regular meeting of the City Council held on the ____ day of _____ 2024, by Council Member _____ who moved its adoption, was seconded by Council member _____ and adopted by the following vote:

AYES:
NAYES:
ABSENT:

Whereupon the above resolution was duly adopted.

ATTEST:

ADOPTED:

City Administrator

Mayor

STATE OF MINNESOTA

IN DISTRICT COURT

COUNTY OF OTTER TAIL

SEVENTH JUDICIAL DISTRICT

IN RE: THE MATTER OF THE APPOINTMENT OF MEMBERS TO THE
FERGUS FALLS CHARTER COMMISSION

ORDER APPOINTING CHARTER COMMISSION MEMBERS

The above matter came duly before this Court upon the Petition of the City Council of the City of Fergus Falls, Minnesota, a Home Rule Charter City, for the appointment of residents to the Fergus Falls Charter Commission. The Court having considered the Petition and the files and records herein:

IT IS ORDERED:

1. The Petition is complete and is approved.
2. The following residents continue to be appointed to serve as members of the Fergus Falls Charter Commission, whose terms shall expire on December 31, 2026.

Desta Hunt	901 South Martin Street, Fergus Falls, MN 56537
Mark Hovland	2014 County Highway 11, Fergus Falls, MN 56537
R. Kristian Svingen	628 West Maple Street, Fergus Falls, MN 56537
Duane Henry	708 West Seventh Avenue, Fergus Falls, MN 56537
Larry Enderle	115 West Alcott Avenue, Fergus Falls, MN 56537
Chuck Hanson	707 North Cleveland Avenue, Fergus Falls, MN 56537
Al Frank	1209 South Concord Street, Fergus Falls, MN 56537

3. The following residents are appointed to serve as members of the Fergus Falls Charter Commission whose terms shall expire on December 31, 2028:

Tim Brennan	1115 Ridgeview Court, Fergus Falls, MN 56537
Mary Jo Igelstad	920 North Ada Avenue, Fergus Falls, MN 56537
Gary Nelson	615 First Avenue, Fergus Falls, MN 56537
David Prazak	1738 South Court Street, Fergus Falls, MN 56537
JoEllen Thacker	516 South Union Avenue, Fergus Falls, MN 56537
Sarah Duffy	2105 Woodland Lane, Fergus Falls, MN 56537
Dick Felstul	2415 Sterling Heights Drive, Fergus Falls, MN 56537

Dated this ____ day of _____, 2024.

Chief Judge of the Seventh Judicial District



Council Action Recommendation

Page 1 of 1

Meeting Date: October 21, 2024

Subject: TIF 4-14 Amendment 1 – Prairie View Development

Recommendation: Approve a resolution amending TIF District 4-14 and the related development agreement.

Background/Key Points: The City of Fergus Falls established the housing TIF District 4-14 on September 7, 2021 for the Campus View Estates Housing Project. The TIF District and Development Agreement included parcels for 36 owner-occupied units and 10 rental townhomes.

The TIF District needs to be amended to remove 4 parcels from the district. One of the development partners determined it would be best to own the 4 parcels within a trust. A trust is not an eligible owner within this housing TIF District.

Budgetary Impact: The City issued General Obligation TIF Bonds to finance the infrastructure related to the development. The tax increments received will be used to pay the debt service on the bonds. Special assessments were also levied and pledged to the bonds in the instance tax increments are insufficient.

The removal of the parcels from the TIF District will not impact the City, as the trust will now pay special assessments for each parcel.

Originating Department: Finance

Respectfully Submitted: Bill Sonmor, Finance Director

Attachments:

Resolution Amending the Boundaries of TIF District 4-14, Amending the TIF Plan Therefor, and Approving a First Amendment to Development Agreement

First Amendment to Development Agreement

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

HELD: October 21, 2024

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Fergus Falls, Otter Tail County, Minnesota, was duly called and held at the City Hall, on October 21, 2024, at 5:30 P.M.

The following members of the Council were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION AMENDING THE BOUNDARIES OF TIF DISTRICT NO. 4-14,
AMENDING THE TIF PLAN THEREFOR, AND APPROVING A FIRST
AMENDMENT TO DEVELOPMENT AGREEMENT

A. WHEREAS, pursuant to Minnesota Statutes, Section 469.124 through 469.134, the City of Fergus Falls (the "City") formed Development District No. 4 (the "Development District") and adopted a development program therefor; and

B. WHEREAS, pursuant to Minnesota Statutes 469.174 through 469.1799, as amended (the "Act"), the City created the Tax Increment Financing District No. 4-14 (the "TIF District") within the Development District, and has adopted a tax increment financing plan therefor (the "TIF Plan"); and

C. WHEREAS, the City proposes to eliminate the following four parcels (the "Parcels"), identified pursuant to the following property identification numbers, from the TIF District:

71-003-99-2003-000
71-003-99-2004-000
71-003-99-2005-000
71-003-99-2006-000

D. WHEREAS, the City proposes by this resolution to amend the TIF Plan to remove the Parcels from the TIF District; and

E. WHEREAS, the current net tax capacity of the Parcels equals or exceeds the net tax capacity of the Parcels in the TIF District's original net tax capacity, thus, the removal of the

Parcels does not require notice, discussion, a public hearing, or original plan approval findings pursuant to Section 469.175, subd. 4(e)(2)A) of the Act; and

WHEREAS, the City and Prairie View Development LLC, a Minnesota limited liability company (the “Developer”) entered into a Development Agreement (the “Development Agreement”) dated April 4, 2022 relating to the construction of housing on certain property located in the TIF District (the “Development Property”), including the Parcels; and

WHEREAS, the City and the Developer wish to amend the Development Agreement to remove the Parcels from the Development Property, as provided in the First Amendment to Development Agreement (the “First Amendment”); and

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

1. TIF Plan Amendment. The TIF Plan for Tax Increment Financing District No. 4-14 is hereby amended to remove the Parcels and the City Administrator is authorized and directed to notify the Otter Tail County Auditor-Treasurer pursuant to Minnesota Statutes 469.175, Subdivision 4, clause (e).

2. Amendment to Development Agreement. The City hereby approves the First Amendment in substantially the form submitted, and the Mayor and City Administrator are hereby authorized and directed to execute the First Amendment on behalf of the City.

The approval hereby given to the First Amendment includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the City officials authorized by this resolution to execute the First Amendment. The execution of the First Amendment by the appropriate officer or officers of the City shall be conclusive evidence of the approval of the First Amendment in accordance with the terms hereof.

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

and the following voted against same:

Adopted this 21st day of October, 2024.

Mayor

Attest: _____
City Administrator

STATE OF MINNESOTA
COUNTY OF 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 amending of the City's TIF District No. 4-14 and the TIF Plan therefor and First Amendment to a Development Agreement.

WITNESS my hand as such City Administrator of the City of Fergus Falls, Minnesota
this __ day of October, 2024.

City Administrator

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (the "Amendment"), by and between the City of Fergus Falls, a home rule charter city and a political subdivision organized and existing under the laws of the State of Minnesota (the "City") and Prairie View Development LLC, a Minnesota limited liability company (the "Developer") is dated as of the October 21, 2024, and amends the Development Agreement dated April 4, 2022 (the "Development Agreement," and together with the First Amendment, the "Agreement"), between the City and the Developer.

WITNESSES:

WHEREAS, the City and the Developer entered into a Development Agreement relating to the construction of housing on certain property located in the City of Fergus Falls, Otter Tail County, Minnesota, with the following parcel identification numbers (the "Development Property"):

71003992011000	71003991993000
71003992012000	71003991994000
71003992013000	71003991995000
71003992014000	71003991996000
71003992015000	71003991997000
71003992016000	71003991998000
71003992005000	71003991986000
71003992006000	71003991987000
71003992007000	71003991999000
71003992008000	71003992000000
71003992009000	71003992001000
71003992010000	71003992002000
71003991989000	71003991980000
71003991990000	71003991981000
71003991991000	71003991982000
71003991992000	71003991983000
71003992003000	71003991984000
71003992004000	71003991985000
71003991979000	

and

WHEREAS, the City and the Developer wish to amend the Development Agreement to remove the following parcels, identified by parcel identification number: 71-003-99-2003-000; 71-003-99-2004-000; 71-003-99-2005-000; and 71-003-99-2006-000 from the Development Property, as provided in this Amendment; and

WHEREAS, the Authority and the Company have both duly authorized the Amendment;
and

NOW, THEREFORE, the Development Agreement is amended as provided herein.

1. Exhibit A to the Development Agreement, is amended and restated as included in the Exhibit A attached hereto.
2. Except as herein amended, all terms and provisions of the Development Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City and the Developer have caused this Amendment to be duly executed on the date first written above.

CITY OF FERGUS FALLS, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

This is a signature page to the First Amendment to the Development Agreement by and between the City of Fergus Falls, Minnesota and Prairie View Development LLC.

PRAIRIE VIEW DEVELOPMENT LLC

By _____

Its _____

This is a signature page to the First Amendment to the Development Agreement by and between the City of Fergus Falls, Minnesota and Prairie View Development LLC.

EXHIBIT A

DESCRIPTION OF DEVELOPMENT PROPERTY

Owner-Occupied Portion of Development Property:

Parcel ID Numbers	
71003992011000	71003991995000
71003992012000	71003991996000
71003992013000	71003991997000
71003992014000	71003991998000
71003992015000	71003991986000
71003992016000	71003991987000
71003992007000	71003991999000
71003992008000	71003992000000
71003992009000	71003992001000
71003992010000	71003992002000
71003991989000	71003991980000
71003991990000	71003991981000
71003991991000	71003991982000
71003991992000	71003991983000
71003991993000	71003991984000
71003991994000	71003991985000

Rental portion of the Development Property:

Parcel ID No.
71003991979000

RESOLUTION ALLOWING CLAIMS & ORDERING PAYMENT THEREOF

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

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

General

AT&T MOBILITY	CELL PHONE DATA	99.67
AT&T MOBILITY	DATA PLANS/FIRE CHIEF	49.88
AT&T MOBILITY	DATA PLANS/PREVENTION CHIEF	44.84
AT&T MOBILITY	DATA PLANS/TRAINING CHIEF	49.88
ADMINISTRATOR'S CONTINGENCY FD	OCTOBER RECORD CUP/301 N UNION	46.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PAVILION DEPOSIT-BERRY	100.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PAVILION DEPOSIT-KAHN	100.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PLPS DEPOSIT-NARVESON	25.00
ADMINISTRATOR'S CONTINGENCY FD	SEPTEMBER 2024 ANALYSIS SVC	168.73
ADMINISTRATOR'S CONTINGENCY FD	SEPTEMBER 2024 INTEREST EARNED	.02-
VESTIS	SEPTEMBER LINEN SUPPLY	993.48
VESTIS	OCTOBER LINEN SUPPLY	37.91
ANYTIME PLUMBING LLC	OCTOBER WOMENS TOILET REPAIR	162.00
CSG JANITORIAL	CLEANING WEEKS OF 9/29-10/6	500.00
BJORN'S HEATING & AIR COND INC	OCT AIR FILTER,ZOOM SPOUT OIL	45.48
BUREAU OF CRIM APPREHENSION	PROSECUTIONS CJDN ACCESS FEE	600.00
C&L EXCAVATING INC	LOCAL TAX	.28-
C&L EXCAVATING INC	OTC TAX	.28-
C&L EXCAVATING INC	STATE TAX	3.78-
CHARTER COMMUNICATIONS	10/02-11/01/24 CABLE	44.88
CHARTER COMMUNICATIONS	10/04-11/03/24 CABLE	52.62
CHARTER COMMUNICATIONS	10/13-11/12/24 INTERNET	129.99
CHARTER COMMUNICATIONS	10/13-11/12/24 IP ADDRESS	19.99
CLIMATE CONTROL INC	OCTOBER ACTIVATE RESET ALARM	150.00
CODE 4 SERVICES INC	SEPTEMBER UNIT #3050 HEATER	645.84
COLE PAPERS INC	SEPTEMBER PAD HOLDER GRIP	99.57
COLE PAPERS INC	SEPTEMBER STD CAP PLEAT MERV8	161.66
COMMISSIONER OF REVENUE	2024 SEPTEMBER SALES TAX	65,164.00
COMMISSIONER OF REVENUE	2024 SEPTEMBER SALES TAX/THC	1,424.00
COOPERS TECHNOLOGY GROUP	OCTOBER TAPE	6.78
COOPERS TECHNOLOGY GROUP	OCTOBER TAPE W/DISPENSER	22.21

General

COOPERS TECHNOLOGY GROUP	2025 CALENDARS	242.12
COSSETTE ELECTRIC LLC	OCT INSTALL BATTERY CHARGER	93.14
COSSETTE ELECTRIC LLC	OCT INSTALL OVERHEAD WIRES ON	614.50
COSSETTE ELECTRIC LLC	OCT TROUBLESHOT POLE LIGHTS IN	312.74
MINNESOTA DEPARTMENT OF	2015 GMC 3500HD REG CAB, 4X4	15,200.00
DACOTAH PAPER CO	OCTOBER FLOOR SQUEEGEE, HANDLE	59.26
DACOTAH PAPER CO	OCTOBER GARBAGE BAGS	275.60
DACOTAH PAPER CO	OCTOBER HARD SURFACE CLEANER	85.06
DACOTAH PAPER CO	OCTOBER PLATES, CUPS, TEASPOONS	109.26
DAILY JOURNAL	OCTOBER SHORELAND ORDINANCE	99.53
DAILY JOURNAL	OCTOBER TAX REBATE HEARING	69.91
FASTENAL COMPANY	OCT MISC HARDWARE PER CHRIS	36.80
FASTENAL COMPANY	OCT PARK SAFETY VENDING	22.31
FASTENAL COMPANY	OCT STREET SAFETY VENDING	22.31
FASTENAL COMPANY	OCT XXL GLOVE STREET DEPT	17.11
FLAHERTY & HOOD PA	SEPTEMBER LABOR CONSULTING SVC	948.75
FORTA LLC	POWERTECH ANTIVIRUS CFF AS400	610.16
FORTA LLC	POWERTECH ANTIVIRUS CFFWEB	1,618.30
GOODIN COMPANY	SEPT LAV FAUCET W/SPEED CON DR	232.07
GREAT PLAINS NATURAL GAS CO	SEPTEMBER NATURAL GAS EXPENSE	299.11
GREATER FERGUS FALLS CORP	3RD QTR 2024 BUDGET ALLOCATION	12,500.00
GREATER FERGUS FALLS CORP	4TH QTR 2024 BUDGET ALLOCATION	12,500.00
HOME DEPOT CREDIT SERVICES	OCT 1 GALLON SPRAYERS	23.94
HOME DEPOT CREDIT SERVICES	OCT 32GAL TRASH CAN, BOWL BRUSH	43.94
HOME DEPOT CREDIT SERVICES	SEPT ARROW ONE HAND RIVET TOOL	29.57
HOME DEPOT CREDIT SERVICES	SEPT 4-WAY SILLCOCK KEY WRENCH	10.97
HOME DEPOT CREDIT SERVICES	SEPTEMBER 50LB BAGS QUIKRETE	53.10
JOHNSTONE SUPPLY	AUGUST PLEATED FILTERS MERV 10	210.24
LAKE COUNTRY GRAPHICS INC	SEPT UNIFORM T-SHIRTS ON HAND	109.48
LAKE REGION ELECTRIC COOP	SEPT/SNOW REMOVAL/EQUIP BLDG	86.13
LAKE REGION ELECTRIC COOP	SEPTEMBER ELECTRICITY EXPENSE	2,053.75
LIBRARY FUND	LIBRARY BENEFITS OWED	2,930.00
MARCO TECHNOLOGIES LLC	PRO. CITY FIREWALL ADJ. LABOR	455.00
MARCO TECHNOLOGIES LLC	09/27-10/27/24 COPIER RENT	693.24
MARCO TECHNOLOGIES LLC	09/27-10/27/24 PRINTER RENT	107.04
MARK SAND AND GRAVEL COMPANY	SEPTEMBER SAND-SNOW REMOVAL	2,736.27
MCCABE ROOFING LLC	SEPT REPAIRED LEAKS ON ROOF	685.50
MN DEPT OF PUBLIC SAFETY	CJDN ACCESS FEE	1,560.00
MN DEPARTMENT OF AGRICULTURE	2025 TREE CARE REG. RENEWAL	25.00
MINNKOTA ENVIROSERVICES INC	SEPTEMBER DOC DESTRUCTION	47.20
MOTOROLA SOLUTIONS INC	1 DESKTOP RADIO	855.36
TONY NEVILLE	SEPTEMBER PROFESSIONAL SERVICE	1,100.00
NICE THREADS CUSTOM EMBROIDER	EMPLOYEE SERVICE AWARD	155.00

General

NW REGIONAL FIREFIGHTER'S ASSN	2025 ANNUAL DUES	50.00
NSPE - NATIONAL SOCIETY OF	MEMBERSHIP-MN HEIGHTS OF LAND	299.00
NYCKLEMOE & ELLIG PA	OCTOBER PROSECUTING SERVICES	9,758.33
OFFICE OF MNIT SERVICES	SEPTEMBER INTERNET USAGE	345.74
OTTER TAIL POWER COMPANY	SEPTEMBER ELECTRICITY EXPENSE	36,938.69
OTTER TAIL POWER COMPANY	AUGUST ASSESSMENTS NOTICES	70.93
OTTER TAIL POWER COMPANY	AUGUST ASSESSMENTS POSTAGE	220.00
OVERHEAD DOOR CO	OCTOBER REPAIR RIVERFRONT DOOR	127.50
PEMBERTON LAW PLLP	SEPTEMBER 2024 LEGAL FEES	374.00
POLICE DEPT CONTINGENCY FUND	BERGREN UNIFORM PURCHASE	324.74
POLICE DEPT CONTINGENCY FUND	ESTEP TRAVEL EXP	37.05
POLICE DEPT CONTINGENCY FUND	EVENSON BCA MEAL EXP	65.06
POLICE DEPT CONTINGENCY FUND	HEINEN ARMORER TRNG MEALS	52.57
POLICE DEPT CONTINGENCY FUND	MATTSON UNIFORM PURCHASE	809.04
POLICE DEPT CONTINGENCY FUND	SHIRKEY UNIFORM PURCHASE	811.42
REDSTONE TECHNOLOGIES INC	AS400 TECH SUPPORT - PREPAID	1,500.00
SKY CREW SERVICES LLC	NOVEMBER MANAGEMENT FEES	3,500.00
STATE TREASURER	3RD QTR SURCHARGE	3,538.40
STATE TREASURER	3RD QTR SURCHARGE RETENTION	141.54-
STENERSON BROTHERS LUMBER CO	OCT COMPOSITE SHIM CITY HALL	8.39
FRANKLIN STOCK	2024 SAFETY GLASSES REIMBURSE	85.00
TAG-UP	OCTOBER INDOOR SIGNS/NEW LOGO	470.15
THRIFTY WHITE PHARMACY INC	SEPT TWINRIX SUSPENSION FOR IN	500.67
USABLE LIFE	SEP LIFE INSURANCE	81.40
VERIZON WIRELESS	CELL/AIR CARDS 9/2-10/1	1,083.70
WADENA ASPHALT INC	OCT BIT MIX 200 BLK W ADOLPHUS	660.00
WADENA ASPHALT INC	OCT COLD MIX STOCK PILE	10,500.00
	F U N D T O T A L	202,949.06

P.A. General

ATLAS OUTDOOR SERVICES LLC	OCTOBER/CBHH SNOW/LAWN CARE	1,000.00
FERGUS HOME & HARDWARE	INSTALLED REFRIG GASKET SEAL	174.99
MARCO TECHNOLOGIES LLC	09/27-10/27/24 COPIER RENT	51.89
MARCO TECHNOLOGIES LLC	09/27-10/27/24 PRINTER RENT	22.02
UGSTAD PLUMBING INC	BOILER/GEN CK 09/27/24	135.00
UGSTAD PLUMBING INC	BOILER/GEN CK 10/04/24	90.00
	F U N D T O T A L	1,473.90

Regional Treatment Center-City Operated

OTTER TAIL POWER COMPANY	SEPTEMBER ELECTRICITY EXPENSE	219.04
STENERSON BROTHERS LUMBER CO	OCT TITEBOND CONST ADHESIVE	9.95
	F U N D T O T A L	228.99

Public Library

VESTIS	OCTOBER LINEN SUPPLY	50.32
BAKER & TAYLOR INC	BOOKS	793.45
BAKER & TAYLOR INC	FREIGHT SURCHARGE	15.87
BAKER & TAYLOR INC	PROCESSING	53.19
GREAT PLAINS NATURAL GAS CO	SEPTEMBER NATURAL GAS EXPENSE	23.00
HOOPLA	DIGITAL CONTENT	1,100.92
LIBRARY FUND	LIBRARY BENEFITS OWED	2,930.00-
OTTER TAIL POWER COMPANY	SEPTEMBER ELECTRICITY EXPENSE	1,427.26
	F U N D T O T A L	534.01

Bigwood Event Center

VESTIS	OCTOBER LINEN SUPPLY	643.91
BEVERAGE WHOLESALERS INC	OCT BEVERAGES/BEER, ROOT BEER	242.50
CARDCONNECT	SEPTEMBER CREDIT CARD FEES	68.90
CLOVER	OCT POS MONTHLY CHARGE	215.59
COMMISSIONER OF REVENUE	2024 SEPTEMBER SALES TAX	6.80
COOPERS TECHNOLOGY GROUP	2025 CALENDARS	18.62
MARCO TECHNOLOGIES LLC	09/29-10/29/24 COPIER RENT	133.47
OTTER TAIL POWER COMPANY	SEPTEMBER ELECTRICITY EXPENSE	2,469.45
PRECISION CATERING MINNESOTA	10/05/24 BAR SERVICES	150.00
PRECISION CATERING MINNESOTA	10/05/24 BEVERAGES	1,176.00
PRECISION CATERING MINNESOTA	10/05/24 DOWM PAYMENT	2,500.00-
PRECISION CATERING MINNESOTA	10/05/24 FOOD	5,554.08
PRECISION CATERING MINNESOTA	10/05/24 LESS 15% BEVERAGES	457.05-
PRECISION CATERING MINNESOTA	10/05/24 LESS 15% FOOD	731.76-
	F U N D T O T A L	6,990.51

MIF/Small Cities Grant

ADMINISTRATOR'S CONTINGENCY FD	REFUND OVERPAYMENT MIF LOAN	553.00
	F U N D T O T A L	553.00

P.I.R. Bond and Interest 2009

P.I.R. BOND & INTEREST 2009	2024 DEBT SERVICE TRANSFER	131,950.00-
	F U N D T O T A L	131,950.00-

P.I.R. Bond and Interest 2012B

P.I.R. BOND & INTEREST 2012	2024 DEBT SERVICE TRANSFERS	118,125.00-
	F U N D T O T A L	118,125.00-

Capital Improvement

BOLTON & MENK INC	CONST.ADMIN DELAGOON PARK IMP.	30,917.50
BOLTON & MENK INC	PROF SERV 4/27/24-8/30/24	1,580.50
JLG ARCHITECTS	PROF SERV ENDING 9/30/24	9,933.83
OTTER TAIL POWER COMPANY	SEPTEMBER ELECTRICITY EXPENSE	924.49
RACHEL CONTRACTING INC	PAY APP NO. 7	28,108.00
JOE RILEY CONSTRUCTION INC	PAY APP NO. 6	114,052.71
SHORT ELLIOTT HENDRICKSON INC	89% 2023 AIRPORT MASTER PLAN	17,760.00
THE TRADESMEN CONSTRUCTION INC	PAY APP NO. 9 - AQUATICS	1,064,380.66
	F U N D T O T A L	1,267,657.69

P.I.R. Project 2009

P.I.R. Project 2009

P.I.R. BOND & INTEREST 2009	2024 DEBT SERVICE TRANSFER	131,950.00
	F U N D T O T A L	131,950.00

P.I.R. Project 2012B

P.I.R. BOND & INTEREST 2012	2024 DEBT SERVICE TRANSFERS	118,125.00
	F U N D T O T A L	118,125.00

Liquor Store

ADMINISTRATOR'S CONTINGENCY FD	OCTOBER REFUND TAX ON LIQUOR	4.63
AL'S REFRIGERATION INC	SEPTEMBER REPLACE DOOR CLOSURE	698.00
THE AMERICAN BOTTLING COMPANY	OCTOBER/MIX	504.74
VESTIS	SEPTEMBER LINEN SUPPLY	393.62
ARTISAN BEER COMPANY	OCTOBER/BEER	2,617.15
ARTISAN BEER COMPANY	OCTOBER/MIX	36.90
ARTISAN BEER COMPANY	OCTOBER/THC BEVERAGES	1,392.35
BELLBOY CORPORATION	OCTOBER/FREIGHT	202.81
BELLBOY CORPORATION	OCTOBER/LIQUOR	13,964.30
BELLBOY CORPORATION	OCTOBER/MIX	147.50
BELLBOY CORPORATION	OCTOBER/THC BEVERAGES	960.00
BELLBOY CORPORATION	OCTOBER/WINE	360.00
BEVERAGE WHOLESALERS INC	OCTOBER/BEER	43,932.10
BEVERAGE WHOLESALERS INC	OCTOBER/LIQUOR	3,687.40
BEVERAGE WHOLESALERS INC	OCTOBER/MIX	349.20
BRAUN VENDING INC	OCTOBER SUPPLIES-WATER	21.00
BRAUN VENDING INC	OCTOBER WATER COOLER RENT	16.00
BREAKTHRU BEVERAGE MINNESOTA	MAY/FREIGHT	11.60
BREAKTHRU BEVERAGE MINNESOTA	MAY/LIQUOR	739.82
BREAKTHRU BEVERAGE MINNESOTA	MAY/MIX	23.80
BREAKTHRU BEVERAGE MINNESOTA	OCTOBER/FREIGHT	152.42
BREAKTHRU BEVERAGE MINNESOTA	OCTOBER/LIQUOR	7,832.82
BREAKTHRU BEVERAGE MINNESOTA	OCTOBER/MIX	91.00
BREAKTHRU BEVERAGE MINNESOTA	OCTOBER/WINE	1,997.10
VIKING COCA-COLA BOTTLING CO	OCTOBER/MIX	384.93

Liquor Store

COMMISSIONER OF REVENUE	2024 SEPTEMBER SALES TAX	4.08
COOPERS TECHNOLOGY GROUP	2025 CALENDARS	42.23
DS BEVERAGES INC	OCTOBER/BEER	43,147.16
DS BEVERAGES INC	OCTOBER/LIQUOR	3,429.00
DS BEVERAGES INC	OCTOBER/MIX	333.75
DS BEVERAGES INC	OCTOBER/THC BEVERAGES	4,233.98
DS BEVERAGES INC	OCTOBER/WINE	134.00
DS BEVERAGES INC	OCTOBER/MIX	530.75
DACOTAH PAPER CO	OCTOBER SUPPLIES-BAGS	146.92
DACOTAH PAPER CO	SEPTEMBER BAGS	299.99
FERGUS BREWING COMPANY LLC	OCTOBER/BEER	748.00
GREAT PLAINS NATURAL GAS CO	SEPTEMBER NATURAL GAS EXPENSE	30.60
THE HOME CITY ICE COMPANY	OCTOBER/FREIGHT #7631241918	15.00
THE HOME CITY ICE COMPANY	OCTOBER/FREIGHT #7648240849	5.00
THE HOME CITY ICE COMPANY	OCTOBER/ICE #7631241918	132.57
THE HOME CITY ICE COMPANY	OCTOBER/ICE #7648240849	161.88
HOME DEPOT CREDIT SERVICES	OCTOBER AA BATTERIES	17.87
HOME DEPOT CREDIT SERVICES	SEPTEMBER BRASS STEM ASSEMBLY	16.98
JOHNSON BROTHERS LIQUOR CO	OCTOBER/FREIGHT	464.80
JOHNSON BROTHERS LIQUOR CO	OCTOBER/LIQUOR	12,742.13
JOHNSON BROTHERS LIQUOR CO	OCTOBER/MIX	152.05
JOHNSON BROTHERS LIQUOR CO	OCTOBER/WINE	6,599.23
LIQUOR STORE	RECEIPT OCTOBER RENT	358.00-
MARCO TECHNOLOGIES LLC	09/27-10/27/24 PRINTER RENT	125.90
OTTER TAIL POWER COMPANY	SEPTEMBER ELECTRICITY EXPENSE	2,667.49
PHILLIPS WINE & SPIRITS CO	OCTOBER/FREIGHT	258.56
PHILLIPS WINE & SPIRITS CO	OCTOBER/LIQUOR	9,986.41
PHILLIPS WINE & SPIRITS CO	OCTOBER/MIX	244.30
PHILLIPS WINE & SPIRITS CO	OCTOBER/THC BEVERAGES	575.00
PHILLIPS WINE & SPIRITS CO	OCTOBER/WINE	5,384.95
SOUTHERN GLAZER'S OF MN	OCTOBER/FREIGHT	5.24
SOUTHERN GLAZER'S OF MN	OCTOBER/LIQUOR	1,969.14
TOTAL REGISTER SYSTEMS	FTP MONTHLY SERVICE	32.21
VINOCOPIA INC	OCTOBER/FREIGHT	24.00
VINOCOPIA INC	OCTOBER/LIQUOR	1,002.50
VINOCOPIA INC	OCTOBER/WINE	1,152.00
	F U N D T O T A L	176,978.86

Refuse Disposal

Refuse Disposal

ALBANY RECYCLING CENTER INC	OCT TVS/MONITORS,CONSOLES,GLAS	1,201.68
VESTIS	SEPTEMBER LINEN SUPPLY	308.74
COMMISSIONER OF REVENUE	2024 SEPTEMBER SALES TAX	35.76
COMMISSIONER OF REVENUE	2024 SEPTEMBER SWMT	31,781.00
COOPERS TECHNOLOGY GROUP	2025 CALENDARS	9.98
DACOTAH PAPER CO	OCT CLEANER,TOWELS,PAPER,FILTE	233.09
WASTE MANAGEMENT	09/16-09/30/24 PRO SERVICES	1,820.84
FASTENAL COMPANY	OCT REFUSE SAFETY VENDING	22.31
LIBERTY TIRE SERVICES LLC	OCTOBER CAR TIRES	1,025.20
MARCO TECHNOLOGIES LLC	09/27-10/27/24 COPIER RENT	203.83
MARCO TECHNOLOGIES LLC	09/27-10/27/24 PRINTER RENT	95.57
OTTER TAIL COUNTY TREASURER	SEPTEMBER TIPPING FEES	97,370.75
OTTER TAIL POWER COMPANY	SEPTEMBER ELECTRICITY EXPENSE	195.09
OTTER TAIL POWER COMPANY	JULY SERVICE-MAIL BILLS	142.48
REVTRAK INC	SEPTEMBER 2024 CR CD FEES	3,977.67
	F U N D T O T A L	138,423.99

Sewage Treatment

ADMINISTRATOR'S CONTINGENCY FD	OCT/80G ST1 DEMON CONICAL	9.47
VESTIS	SEPTEMBER LINEN SUPPLY	243.42
COOPERS TECHNOLOGY GROUP	2025 CALENDARS	14.97
COSSETTE ELECTRIC LLC	OCT HOOKED UP HEAT EXCHANGER	553.10
COSSETTE ELECTRIC LLC	OCT REPLACE CONTACTOR MN MOTOR	1,208.59
COSSETTE ELECTRIC LLC	OCT REPLACE LIGHT/CONTROL BLDG	390.88
COSSETTE ELECTRIC LLC	OCT WAL-MART LIFT STATION PUMP	138.00
FARMERS ELEVATOR OF FERGUS	SEPTEMBER COVER CROP OATS	36.50
FASTENAL COMPANY	OCT SEWER SAFETY VENDING	22.32
FASTENAL COMPANY	OCT T ROD/5/8" FHN (SEWER DEP)	19.56
HAWKINS INC	OCTOBER CYLINDER RENTALS	60.00
LAKE REGION ELECTRIC COOP	SEPTEMBER ELECTRICITY EXPENSE	241.20
VICTOR LUNDEEN COMPANY	SEPTEMBER RECORD BOOK	179.00
MARCO TECHNOLOGIES LLC	09/27-10/27/24 COPIER RENT	203.83
MARCO TECHNOLOGIES LLC	09/27-10/27/24 PRINTER RENT	80.19
N.D. SEWAGE PUMP & LIFT STAT.	SEPT 2 30' NO ROTO FLOAT	122.30
OTTER TAIL POWER COMPANY	SEPTEMBER ELECTRICITY EXPENSE	8,228.95
OTTER TAIL POWER COMPANY	JULY SERVICE-MAIL BILLS	142.48
PLUNKETT'S PEST CONTROL INC.	OCT SPRING/FALL EXTERIOR PROGR	21.40
RMB ENVIRONMENTAL LABORATORIES	OCTOBER ANALYSIS	768.29

Sewage Treatment

RMB ENVIRONMENTAL LABORATORIES	OCTOBER ANAYLSIS	376.20
RMB ENVIRONMENTAL LABORATORIES	SEPTEMBER ANALYSIS	600.25
RMB ENVIRONMENTAL LABORATORIES	SEPTEMBER ANAYLSIS	336.08
REVTRAK INC	SEPTEMBER 2024 CR CD FEES	3,977.67
SPEE DEE DELIVERY SERVICE INC	SEPTEMBER FREIGHT	118.86
VULCAN INDUSTRIES INC	SEPTEMBER LOT SPARE PARTS	1,164.45
	F U N D T O T A L	19,257.96

Water

ADMINISTRATOR'S CONTINGENCY FD	OCTOBER TRAVEL EXPENSE	4.72
ADMINISTRATOR'S CONTINGENCY FD	OCTOBER UTILITIES REFUND	608.41
ADMINISTRATOR'S CONTINGENCY FD	UNCLAIMED PROPERTY TO STATE	97.78
ADMINISTRATOR'S CONTINGENCY FD	VOID CHECK #16971	6.53-
ADMINISTRATOR'S CONTINGENCY FD	VOID CHECK #17045	33.82-
ADMINISTRATOR'S CONTINGENCY FD	VOID CHECK #17173	.70-
ADMINISTRATOR'S CONTINGENCY FD	VOID CHECK #17200	.70-
ADMINISTRATOR'S CONTINGENCY FD	VOID CHECK #17208	56.03-
VESTIS	SEPTEMBER LINEN SUPPLY	227.92
C&L EXCAVATING INC	HYDRANT DEPOSIT (REC 235227)	260.00
C&L EXCAVATING INC	RENT 10 DAYS @\$3.53/DAY	35.30-
C&L EXCAVATING INC	4,000 GAL COMMERCIAL WATER	19.68-
COOPERS TECHNOLOGY GROUP	2025 CALENDARS	32.32
CORE & MAIN LP	OCT PENOPHITE VALVE OIL	141.17
CORE & MAIN LP	OCT WATEROUS BREAK OFF/UPPR RO	772.50
COSSETTE ELECTRIC LLC	OCT CONTROL WIRE-NEW FILTER #2	417.48
ETHANOL PRODUCTS LLC	OCTOBER CHEMICALS-CO2	802.00
FASTENAL COMPANY	OCT WATER SAFETY VENDING	22.32
FERGUSON WATERWORKS #1657	OCT 2" MACH 10 R900I USG METER	1,330.98
FERGUSON WATERWORKS #1657	OCT 2" METER FLANGE KIT	163.97
GOIN' POSTAL FERGUS FALLS	OCTOBER POSTAGE	14.80
GRAYMONT (WI) LLC	OCT HIGH CALCIUM QUICKLIME	8,899.36
HOME DEPOT CREDIT SERVICES	OCT WATER DEPT MATERIALS MARCI	46.86
HOME DEPOT CREDIT SERVICES	SEP W/P EQUIPMENT (CHAD L)	59.28
LOCATORS & SUPPLIES INC	OCTOBER HEAD GEAR, FACESHIELD	17.98
MARCO TECHNOLOGIES LLC	09/27-10/27/24 COPIER RENT	296.01
MARCO TECHNOLOGIES LLC	09/27-10/27/24 PRINTER RENT	21.55
METRO SALES INC	09/08-10/07/24 COPIER RENT	63.68
METRO SALES INC	09/08-10/07/24 COPIER USAGE	5.04

Water

MUNICIPAL SERVICE CO INC	SEPT REPLACE 14" BUTTERFLY VAL	2,700.00
OTTER TAIL POWER COMPANY	SEPTEMBER ELECTRICITY EXPENSE	6,679.90
OTTER TAIL POWER COMPANY	JULY SERVICE-MAIL BILLS	142.48
RMB ENVIRONMENTAL LABORATORIES	1ST HALF OCT BACTERIA MONITOR	214.23
REVTRAK INC	SEPTEMBER 2024 CR CD FEES	3,977.66
	F U N D T O T A L	27,867.64

Storm Water

HOLCIM-MWR INC	OCT SIDEWALK CONCRETE MAGNUSON	745.50
OTTER TAIL POWER COMPANY	SEPTEMBER ELECTRICITY EXPENSE	661.98
RMB ENVIRONMENTAL LABORATORIES	OCTOBER ANALYSIS/LAKE ALICE	397.94
	F U N D T O T A L	1,805.42

Equipment

VESTIS	SEPTEMBER LINEN SUPPLY	432.80
AMERICAN WELDING & GAS INC	OCT CYLINDER TANK RENTALS	62.68
AMERICAN WELDING & GAS INC	OCT MILD STEEL ELECTRODE 5#LB	24.23
AMERICAN WELDING & GAS INC	OCT 75% ARGON/25% CARBON DIOXI	71.85
AUTO VALUE - FERGUS FALLS	AUG CANISTER PURGE VALVE U-49	25.81
AUTO VALUE - FERGUS FALLS	OCT AIR FILTER UNIT 477	34.10
AUTO VALUE - FERGUS FALLS	OCT BEARING SET FOR LEAF BALER	27.98
AUTO VALUE - FERGUS FALLS	OCT BRAKE PARTS CLEANER	53.88
AUTO VALUE - FERGUS FALLS	OCT EXH BAND CLAMP UNIT 265	20.99
AUTO VALUE - FERGUS FALLS	OCT EXH MANIFOLD HARDWARE SET	14.99
AUTO VALUE - FERGUS FALLS	OCT FILTERS FOR UNIT 263	59.10
AUTO VALUE - FERGUS FALLS	OCT FILTERS UNIT 238	92.90
AUTO VALUE - FERGUS FALLS	OCT FLAT FACE HYD FITT U-227	16.69
AUTO VALUE - FERGUS FALLS	OCT GREASE SEALS TORO LEAF BAL	23.98
AUTO VALUE - FERGUS FALLS	OCT HEAVY DUTY BEAD SEAL	12.99
AUTO VALUE - FERGUS FALLS	OCT OIL FILTER UNIT 2103	13.23
AUTO VALUE - FERGUS FALLS	OCT ON-OFF-ON TOGGLE SWITCH	11.99
AUTO VALUE - FERGUS FALLS	OCT ON-OFF-ON TOGGLE SWITCH	11.99
AUTO VALUE - FERGUS FALLS	OCT PERMATEx BEARING MOUNT ADH	42.99

Equipment

AUTO VALUE - FERGUS FALLS	OCT PERMATEX HIGH STRENGTH	42.98
AUTO VALUE - FERGUS FALLS	OCT STOCK FILTER ORDER	140.76
AUTO VALUE - FERGUS FALLS	OCT STOCK O-RINGS	15.90
AUTO VALUE - FERGUS FALLS	OCT T-BOLT CLAMP UNIT 483	14.58
AUTO VALUE - FERGUS FALLS	OCT U-JOINTS UNIT 283	281.97
AUTO VALUE - FERGUS FALLS	OCT 1/4" FEM BODY T-STYLE COUP	11.99
AUTO VALUE - FERGUS FALLS	OCT 5W30 OIL HONDA PUMP	4.99
AUTO VALUE - FERGUS FALLS	SEP AIR FILTER UNIT 3040	156.20
AUTO VALUE - FERGUS FALLS	SEP PLUG/WIRE SET UNIT 80	86.31
BERTS TRUCK EQUIPMENT OF MHD	OCT ELECTRIC WINCH UNIT 50	2,877.00
CODE 4 SERVICES INC	SETUP 2105	2,144.22
COMMISSIONER OF REVENUE	2024 SEPT SPECIAL FUEL TAX	734.16
COMMISSIONER OF REVENUE	2024 SEPTEMBER SALES TAX	70.36
COOPERS TECHNOLOGY GROUP	2025 CALENDARS	9.98
FARGO FREIGHTLINER	OCT HEATER CORE O-RINGS	4.85
JOHN DEERE FINANCIAL	OCT O-RINGS FOR UNIT 227	14.22
FASTENAL COMPANY	OCT SHOP SUPPLY ORDER	130.18
FASTENAL COMPANY	OCT 1 5/8 GALV 10' HANGERS	140.10
NAPA AUTO PARTS - FERGUS FALLS	OCT CAT CONVERTER GASKET U-80	7.24
NAPA AUTO PARTS - FERGUS FALLS	OCT HYD FILTER UNIT 242	66.23
NAPA AUTO PARTS - FERGUS FALLS	OCT SEAL UNIT 1120	40.30
NAPA AUTO PARTS - FERGUS FALLS	OCT SEAL UNIT 79	19.19
GRAINGER INC	OCT FIRE EXT COVER/BUSHING 230	25.20
GRAINGER INC	OCT LEVER CLAMP FAB SHOP	108.56
GRAINGER INC	OCT QUICK CONNECT SOCKETS	20.92
GRAINGER INC	OCT SHOP POLY BAGS	13.12
GRAINGER INC	OCT STOCK O-RING PART ORDER	34.69
GREAT PLAINS NATURAL GAS CO	SEPTEMBER NATURAL GAS EXPENSE	227.32
HOME DEPOT CREDIT SERVICES	OCT BRINE SHED MATERIALS LOGAN	59.87
HOTSY MINNESOTA	OCT HOTSY PUMP UNIT 1164	1,595.00
INTERSTATE BATTERY SYSTEM	SEP MT-34 BATT/INV #20013502	32.45
INTERSTATE BATTERY SYSTEM	SEP 4D-XHD BATT/INV #20013606	682.85
I-STATE TRUCK CENTER INC	OCT 2024 FREIGHTLINER M2106	135,443.62
MARCO TECHNOLOGIES LLC	09/27-10/27/24 COPIER RENT	85.22
MCCABE ROOFING LLC	SEPT REPAIR SCUPPER ON ROOF	685.50
MCMASTER-CARR SUPPLY CO	OCT SPACERS/CLAMPS/COUPLINGS	250.59
NARDINI FIRE EQUIPMENT CO INC	OCT FIRE MONITORING ANNUAL FEE	368.00
NELSON COLLISION CENTER	2101 REPAIRS	1,187.00
NELSON COLLISION CENTER	2106 REMOTE START	750.00
NELSON INTERNATIONAL	OCT BATTERY BOX COVER U-241	365.38
NELSON INTERNATIONAL	OCT LH FUEL TANK STRAP U-241	660.02
OLSON OIL COMPANY INC	OCT PREM UNLEADED FUEL (JACOB)	39.22
OLSON OIL COMPANY INC	OCT UNLEADED FUEL (SHOP)	20,726.59

Equipment

OLYMPIC SALES INC	OCT EJECT PANEL SHOE KIT UNIT	1,504.10
OLYMPIC SALES INC	OCT FILTER HEAD GASKET U-216	28.11
OLYMPIC SALES INC	OCT ROLL RITE TARP ARMS U-242	506.64
OTTER TAIL POWER COMPANY	SEPTEMBER ELECTRICITY EXPENSE	1,148.32
POLICE DEPT CONTINGENCY FUND	K9 POLICE PLATES	6.00
POLICE DEPT CONTINGENCY FUND	POLICE PLATES (12 SETS)	72.00
POLICE DEPT CONTINGENCY FUND	2073/2080/2081/2099/2104 TABS	81.25
POMP'S TIRE SERVICE INC	OCT LOADER TIRE 23.5R25/1	2,156.60
POMP'S TIRE SERVICE INC	OCT LT/245/75R17 10PLY TIRES	342.10
POMP'S TIRE SERVICE INC	OCT MOUNT NEW LOADER TIRE U284	643.00
ROCK MILLS ENTERPRISES INC	OCTOBER MANHOLE COVER LIFTER	4,855.00
SANITATION PRODUCTS INC	OCT VACTOR OMNI GREASE U-262	66.86
SIGELMAN STEEL & SALVAGE CO	OCT 2.5" PIPE TUBE UNIT 227	30.10
SIGELMAN STEEL & SALVAGE CO	OCT 4X3X.25 RECTANGULAR TUBE	55.64
SIGELMAN STEEL & SALVAGE CO	OCT 4X4X.25 PLATE UNIT 227	130.00
SIGELMAN STEEL & SALVAGE CO	OCT 4X8X.187 SHEET METAL U-227	316.00
SWANSTON EQUIPMENT CO	OCT WHEEL/NUT HARPER MOWER\	175.76
WALLWORK TRUCK CENTER F.F.	AUG DFN PRESSURE SENSOR U-225	184.33
WALLWORK TRUCK CENTER F.F.	AUG PACCAR ATF TES668 U-229	237.46
WALLWORK TRUCK CENTER F.F.	AUG PRESSURE SENSOR UNIT 225	186.20
WALLWORK TRUCK CENTER F.F.	AUG STOCK FUEL FILTERS	251.40
WALLWORK TRUCK CENTER F.F.	AUG TES668 ATF UNIT 229	237.46
WALLWORK TRUCK CENTER F.F.	AUG TRANS GASKETS UNIT 225	87.79
WALLWORK TRUCK CENTER F.F.	AUG TWS668 ATF OIL U-229	237.46
WALLWORK TRUCK CENTER F.F.	AUG WHEEL CHECKS REFUSE TRUCKS	101.12
WALLWORK TRUCK CENTER F.F.	AUG 3/8" ELBOW (SNOW BOX)	4.75
WALLWORK TRUCK CENTER F.F.	AUGUST CARRIER-REMAN CORE	5,827.05-
WALLWORK TRUCK CENTER F.F.	AUGUST CARRIER-REMAN TDA CORE	2,696.68-
WALLWORK TRUCK CENTER F.F.	OCT AIR DRYER CART/PURGE U-214	112.24
WALLWORK TRUCK CENTER F.F.	OCT GOVERNOR UNIT 241	24.87
WALLWORK TRUCK CENTER F.F.	OCT HORIZ MUFFLER SUPPORT	77.12
WALLWORK TRUCK CENTER F.F.	OCT SEAL UNIT 214	53.23
WALLWORK TRUCK CENTER F.F.	OCT VALVE COVER GASKET T-4	88.62
WALLWORK TRUCK CENTER F.F.	SEP AFM DEVICE GASKET U-225	40.42
WALLWORK TRUCK CENTER F.F.	SEP CREDIT ATF TES668 OIL	237.46-
WALLWORK TRUCK CENTER F.F.	SEP CREDIT SLACK ADJUSTER	152.07-
WALLWORK TRUCK CENTER F.F.	SEP ELEC MODULE CORE CREDIT	750.00-
WALLWORK TRUCK CENTER F.F.	SEP EXH GASKET UNIT 225	27.30
WALLWORK TRUCK CENTER F.F.	SEP NITROGEN OXIDE SENSOR U225	644.43
WALLWORK TRUCK CENTER F.F.	SEP PARTICULATE FILTER KIT	3,499.36
WALLWORK TRUCK CENTER F.F.	SEP PARTICULATE FLTR KIT U-225	3,145.51
WALLWORK TRUCK CENTER F.F.	SEP RESTOCK FEE ON AXLE SHAFTS	129.30
WALLWORK TRUCK CENTER F.F.	SEP VALVE COVER GASKET TOWER4	101.32

Equipment

WALLWORK TRUCK CENTER F.F.	SEP 3636 BRAKE CHAMBER (STK)	211.16
ZARNOTH BRUSH WORKS INC	OCT STOCK BROOM ORDER	2,457.78
	F U N D T O T A L	186,024.85

Flexible Benefit Agency

WEX	2024 FLEX PLAN REIMB	1,139.67
	F U N D T O T A L	1,139.67

PEG Access

LIQUOR STORE	OCTOBER RENT	358.00
OTTER TAIL POWER COMPANY	SEPTEMBER ELECTRICITY EXPENSE	97.42
	F U N D T O T A L	455.42

Fergus Falls Convention and Visitor's Bureau, Inc.

LEIGHTON BROADCASTING	SEPTEMBER RADIO ADVERTISING	500.00
RICHES PROPERTIES LLC	NOVEMBER RENT	525.00
	F U N D T O T A L	1,025.00

T O T A L A L L F U N D S	2,033,365.97
-------------------------------	--------------

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 21 DAY OF OCTOBER 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

10/21/2024

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

BUREAU OF CRIM APPREHENSION	600.00
COMMISSIONER OF REVENUE	99,220.16
MN DEPT OF PUBLIC SAFETY	1,560.00
MN DEPARTMENT OF AGRICULTURE	25.00
OTTER TAIL COUNTY TREASURER	97,370.75
STATE TREASURER	3,396.86
AT&T MOBILITY	244.27
ADMINISTRATOR'S CONTINGENCY FD	1,619.94
ALBANY RECYCLING CENTER INC	1,201.68
AL'S REFRIGERATION INC	698.00
THE AMERICAN BOTTLING COMPANY	504.74
VESTIS	3,332.12
AMERICAN WELDING & GAS INC	158.76
ANYTIME PLUMBING LLC	162.00
ARTISAN BEER COMPANY	4,046.40
ATLAS OUTDOOR SERVICES LLC	1,000.00
AUTO VALUE - FERGUS FALLS	1,219.29
BAKER & TAYLOR INC	862.51
BELLBOY CORPORATION	15,634.61
CSG JANITORIAL	500.00
BERTS TRUCK EQUIPMENT OF MHD	2,877.00
BEVERAGE WHOLESALERS INC	48,211.20
BJORN'S HEATING & AIR COND INC	45.48
BOLTON & MENK INC	32,498.00
BRAUN VENDING INC	37.00
BREAKTHRU BEVERAGE MINNESOTA	10,848.56
C&L EXCAVATING INC	200.68
CARDCONNECT	68.90
CHARTER COMMUNICATIONS	247.48
CLIMATE CONTROL INC	150.00
CLOVER	215.59
VIKING COCA-COLA BOTTLING CO	384.93
CODE 4 SERVICES INC	2,790.06
COLE PAPERS INC	261.23
COOPERS TECHNOLOGY GROUP	399.21
CORE & MAIN LP	913.67
COSSETTE ELECTRIC LLC	3,728.43
MINNESOTA DEPARTMENT OF	15,200.00
DS BEVERAGES INC	51,808.64
DACOTAH PAPER CO	1,209.18
DAILY JOURNAL	169.44
WASTE MANAGEMENT	1,820.84
ETHANOL PRODUCTS LLC	802.00
FARGO FREIGHTLINER	4.85
JOHN DEERE FINANCIAL	14.22
FARMERS ELEVATOR OF FERGUS	36.50
FASTENAL COMPANY	455.32

10/21/2024

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

FERGUS BREWING COMPANY LLC	748.00
FERGUS HOME & HARDWARE	174.99
FERGUSON WATERWORKS #1657	1,494.95
FLAHERTY & HOOD PA	948.75
FORTA LLC	2,228.46
NAPA AUTO PARTS - FERGUS FALLS	132.96
GOIN' POSTAL FERGUS FALLS	14.80
GOODIN COMPANY	232.07
GRAINGER INC	202.49
GRAYMONT (WI) LLC	8,899.36
GREAT PLAINS NATURAL GAS CO	580.03
GREATER FERGUS FALLS CORP	25,000.00
HAWKINS INC	60.00
HOLCIM-MWR INC	745.50
THE HOME CITY ICE COMPANY	314.45
HOME DEPOT CREDIT SERVICES	362.38
HOOPLA	1,100.92
HOTSY MINNESOTA	1,595.00
INTERSTATE BATTERY SYSTEM	715.30
I-STATE TRUCK CENTER INC	135,443.62
JLG ARCHITECTS	9,933.83
JOHNSON BROTHERS LIQUOR CO	19,958.21
JOHNSTONE SUPPLY	210.24
LAKE COUNTRY GRAPHICS INC	109.48
LAKE REGION ELECTRIC COOP	2,381.08
LEIGHTON BROADCASTING	500.00
LIBERTY TIRE SERVICES LLC	1,025.20
LOCATORS & SUPPLIES INC	17.98
VICTOR LUNDEEN COMPANY	179.00
MARCO TECHNOLOGIES LLC	2,574.76
MARK SAND AND GRAVEL COMPANY	2,736.27
MCCABE ROOFING LLC	1,371.00
MCMASTER-CARR SUPPLY CO	250.59
METRO SALES INC	68.72
MINNKOTA ENVIROSERVICES INC	47.20
MOTOROLA SOLUTIONS INC	855.36
MUNICIPAL SERVICE CO INC	2,700.00
NARDINI FIRE EQUIPMENT CO INC	368.00
NELSON COLLISION CENTER	1,937.00
NELSON INTERNATIONAL	1,025.40
TONY NEVILLE	1,100.00
NICE THREADS CUSTOM EMBROIDER	155.00
N.D. SEWAGE PUMP & LIFT STAT.	122.30
NW REGIONAL FIREFIGHTER'S ASSN	50.00
NSPE - NATIONAL SOCIETY OF	299.00
NYCKLEMOE & ELLIG PA	9,758.33
OFFICE OF MNIT SERVICES	345.74

10/21/2024

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

OLSON OIL COMPANY INC	20,765.81
OLYMPIC SALES INC	2,038.85
OTTER TAIL POWER COMPANY	62,376.45
OVERHEAD DOOR CO	127.50
PEMBERTON LAW PLLP	374.00
PHILLIPS WINE & SPIRITS CO	16,449.22
PLUNKETT'S PEST CONTROL INC.	21.40
POLICE DEPT CONTINGENCY FUND	2,259.13
POMP'S TIRE SERVICE INC	3,141.70
PRECISION CATERING MINNESOTA	3,191.27
RMB ENVIRONMENTAL LABORATORIES	2,692.99
RACHEL CONTRACTING INC	28,108.00
REDSTONE TECHNOLOGIES INC	1,500.00
REVTRAK INC	11,933.00
RICHES PROPERTIES LLC	525.00
JOE RILEY CONSTRUCTION INC	114,052.71
ROCK MILLS ENTERPRISES INC	4,855.00
SANITATION PRODUCTS INC	66.86
SHORT ELLIOTT HENDRICKSON INC	17,760.00
SIGELMAN STEEL & SALVAGE CO	531.74
SKY CREW SERVICES LLC	3,500.00
SOUTHERN GLAZER'S OF MN	1,974.38
SPEE DEE DELIVERY SERVICE INC	118.86
STENERSON BROTHERS LUMBER CO	18.34
FRANKLIN STOCK	85.00
SWANSTON EQUIPMENT CO	175.76
TAG-UP	470.15
THRIFTY WHITE PHARMACY INC	500.67
TOTAL REGISTER SYSTEMS	32.21
THE TRADESMEN CONSTRUCTION INC	1,064,380.66
UGSTAD PLUMBING INC	225.00
USABLE LIFE	81.40
VERIZON WIRELESS	1,083.70
VINOCOPIA INC	2,178.50
VULCAN INDUSTRIES INC	1,164.45
WALLWORK TRUCK CENTER F.F.	19.59
WADENA ASPHALT INC	11,160.00
WEX	1,139.67
TOTAL OTHER GOVERNMENT	202,172.77
TOTAL OTHER VENDORS	1,831,193.20
TOTAL ALL VENDORS	2,033,365.97

10/21/2024

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



Council Action Recommendation

Page 1 of 2

Meeting Date:

October 21, 2024

Subject:

Resolution authorizing the city to enter into a purchase agreement for Westridge Mall

Recommendation:

Approve a resolution authorizing the City of Fergus Falls to enter into a purchase agreement for Westridge Mall.

Background/Key Points:

When Westridge Mall was built in 1978, it was a concentrated point of economic activity. Decades of declining traffic have left retail spaces empty and common areas underutilized. The original mall parcel has been subdivided and replatted multiple times since 2019 to account for the sale of retail space to Westridge Theater (CEC Theaters), Dunham's, and a real estate holding company representing Harbor Freight and Dollar Tree. All entities hold agreements with Westridge Mall Limited Partnership concerning the use and upkeep of the common areas, which have fallen into disrepair.

In an effort to stabilize the existing businesses at the former Westridge Mall, the city has negotiated a purchase agreement with Westridge Mall Limited Partnership to acquire the remaining Westridge Mall property (the purchase would not include the parcel addressed as 1913 Lincoln Ave, which would continue to be owned by Westridge Mall Limited Partnership). Local ownership of the shared space is key and a signal to the existing businesses that their interests are being prioritized.

The agreement outlines a purchase price of \$419,000, with closing scheduled for December 31, 2024. The purchase agreement also considers assignment to the Buyer and Buyer assumption of easements and agreements between Westridge Mall Limited Partnership and the existing businesses, as well as assignment to the Buyer and Buyer assumption of property expenses incurred against Westridge Mall Limited Partnership. The assumption of property expenses by the Buyer will allow for negotiation of the terms of financial obligations at the local level.

Upon assignment of the purchase agreement to Otter Tail County, the success of the purchase agreement is contingent upon Otter Tail County's receipt of up to \$1,000,000 from the Community Energy Transition Fund.

Budgetary Impact:

The purchase price of \$419,000, plus the assumption of certain expenses (like utility bills and taxes), to be assigned to Otter Tail County. The City and County are jointly seeking \$1 million

from the Community Energy Transition Fund to offset the acquisition price and other expenses related to reuse of the property.

Respectfully Submitted:

Andrew Bremseth
City Administrator

Attachments:

Purchase agreement and exhibits

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (“Agreement”) is made this ____ day of September 2024 (“Effective Date”), by and between Seller and Buyer as hereinafter defined. Subject to the performance by the Buyer of the provisions and conditions hereinafter set forth, Seller, in consideration of the Consideration to be paid as hereinafter provided, agrees to sell and convey to Buyer and Buyer agrees to purchase the Real Property, also as hereinafter defined. Subject to the covenants, warranties, representations, and mutual consideration herein contained, the parties hereby agree as follows:

SECTION 1. DEFINITIONS.

1.1 Terms. The following terms shall have the following meanings as set forth below.

1.2 Buyer. Buyer shall mean the **City of Fergus Falls**, a Minnesota municipal corporation, or its successors and assigns.

1.3 Seller. Seller shall mean **Westridge Mall Limited Partnership**, an Illinois limited partnership, or its successors and assigns.

1.4 Real Property. Real Property shall mean:

- a.) The property legally described on the attached **Exhibit A**, which exhibit is incorporated by reference. The Real Property shall also include all the right, title and interest of the owner of the property in and to any easements, rights of way, privileges, hereditaments, appurtenances, and right to the same belonging to or inuring to the benefit of the Real Property described on Exhibit A.
- b.) The Real Property also includes the buildings, improvements and fixtures located on the Real Property, if any.
- c.) Seller’s interest in those Operation and Easement Agreements, Reciprocal Easement and Operation Agreements, Encroachment Agreement and other similar contracts which affect the Real Property and which Buyer agrees to assume on conditions set forth below listed on **Exhibit B** to this Agreement (“Assumed Agreements”).
- d.) All of Seller’s right, title and interest in any tangible personal property located on the Real Property described in Exhibit A and used in the operation of the Real Property, (“Personal Property”).
- e.) Notwithstanding anything contained herein to the contrary, the Seller is not selling, transferring, and/or conveying Parcel ID 71-003-99-1977-000 which is legally described as Lot 1, Block 1 of Westridge Addition.

1.5 Permitted Encumbrances. Permitted Encumbrances shall mean and comprise the following:

- a.) Building and zoning laws, ordinances, state and federal regulations;
- b.) Minerals and mineral rights reserved by the State of Minnesota or the United States of America;
- c.) The Assumed Agreements identified on **Exhibit B** (subject to Buyer's right pursuant to Section 13 to cancel this Agreement if such Assumed Agreements are not satisfactory and acceptable to Buyer); and
- d.) The Assumed Real Property Expenses identified on **Exhibit C** (subject to Buyer's right pursuant to Section 13 to cancel this Agreement if such Assumed Real Property Expenses are not satisfactory and acceptable to Buyer). The Buyer and Seller acknowledge and agree that the figures on Exhibit C will change between the Effective Date and the Closing Date. The Seller shall update the figures on Exhibit C within 10 business days of the Closing Date and the update figures shall control; and
- d.) Any matters affecting title to the Real Property which are not objected to by Buyer pursuant to Section 10(b) below, or if objected to, said objection(s) later being waived by Buyer pursuant to Section 10(b) below.

1.6 Title Company. Title Company means West Central Abstracting located in Fergus Falls, Minnesota.

1.7 Tax Parcel ID Number. The Real Property has been assigned Otter Tail County Tax Parcel ID #71-003-50-0195-030, 71003991977000 and 7100399181000.

1.8 Closing and Closing Date. Closing shall mean the transacting of the purchase and sale contemplated by this Agreement. Closing Date shall mean on December 31, 2024.

1.9 Possession Date. The Possession Date shall mean the Closing Date.

1.10 Due Diligence Date. Due Diligence Date shall mean on or before December 6, 2024.

1.11 Title Approval Date. Title Approval Date shall mean the date specified in Section 10 as the Title Approval Date.

1.12 Closing Documents. Closing Documents shall mean and comprise the following:

- a.) Warranty Deed for the Real Property, free and clear of all encumbrances, except the Permitted Encumbrances.
- b.) Assignment and Assumption of Assumed Agreements identified on Exhibit B, assigning Seller's interest in these Assumed Agreements to the full satisfaction and not rejected by the Buyer to Buyer.
- c.) Assignment and Assumption of Assumed Real Property Expenses identified on Exhibit C, assigning Seller's interest in these Assumed Real Property Expenses to the full satisfaction and not rejected by Buyer to Buyer. Buyer shall obtain releases and satisfactions from all the entities identified on Exhibit C as to the Seller in a form acceptable to the Seller and Buyer shall provide the fully executed releases and

- g.) An affidavit by Seller indicating no judgments, no tax liens and no unrecorded interests against Seller or against the Real Property. These representations can be included in the Seller's Affidavit referenced in Subsection 1.13 (o) below.
- h.) Satisfaction(s) of all liens and mortgages on the Real Property.
- i.) All other documents affecting title to and possession of the Real Property and necessary to transfer or assign the same to Buyer by the Warranty Deed.
- j.) An affidavit by Seller that there has been no labor or materials furnished for which mechanic's liens can be filed with respect to any labor or materials ordered by Seller. This representation can be included in the Seller's Affidavit referenced in Subsection 1.13 (o) below.
- k.) A "bring down certificate" by Seller certifying that the warranties and representations of Seller contained in this Agreement, including without limitation Seller's Warranties as hereinafter defined, shall be true in all respects at and as of the Closing Date as though such representations, warranties, covenants and agreements were made at and of the Closing Date.
- l.) Any certificate and any affidavit required by Minnesota Statutes with respect to any above ground and any underground storage tanks located on the Real Property, if any such tanks exist.
- m.) A Well Disclosure Certificate, if a water well exists; and a Sewage Treatment System Disclosure, if applicable.
- n.) FIRPTA Affidavit. An affidavit of Seller certifying that Seller is not a "foreign person," "foreign partnership," foreign trust," "foreign estate" or "disregarded entity" as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended.
- o.) Seller's Affidavit. A standard owner's affidavit (ALTA form) which may be reasonably required of Seller by Title Company to issue an owner's policy of title insurance with respect to the Real Property with the so-called "standard exceptions" deleted.
- p.) Settlement Statement. Settlement statement(s) with respect to this transaction.
- q.) Title Policy. A "marked-up commitment" provided by the Title Company to issue an ALTA Owner's Policy of Title Insurance, the premium for which shall be paid by Buyer.
- r.) General Deliveries. All other documents reasonably determined by Title Company to be necessary to transfer the Real Property to Buyer and to evidence that Seller (a) has satisfied all indebtedness with respect thereto, (b) has obtained such termination statements or releases from such secured creditors as may be necessary to ensure that the

Real Property is subject to no liens or encumbrances, (c) has obtained all consents from third parties necessary to effect the terms of this Agreement, including, without limitation, the consents of all parties holding an interest in the Real Property, (d) has provided such other documents as are reasonably determined by Title Company to be necessary to issue policies of title insurance to Buyer with respect to the Real Property with the so-called "standard exceptions" deleted, and (e) has duly authorized the transactions contemplated hereby.

1.14 Closing Location. Closing Location shall mean the business offices of the Title Company.

1.15 Conditions Precedent To Closing By Seller. Conditions Precedent To Closing By Seller shall mean the following:

a.) Accuracy of Representations. The representations, warranties, covenants and agreements of Buyer contained in this Agreement or in any writing that shall be delivered pursuant to this Agreement shall be true in all respects at and as of the Closing Date as though such representations, warranties, covenants and agreements were made at and of the Closing Date.

b.) Performance. The Buyer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by Buyer prior to or at the Closing Date.

c.) Absence of Litigation. No action or proceeding by or before any court or other governmental body shall have been instituted contemplated by this Agreement or its consummation, or the transfer or sale of the Real Property.

d.) Approval of Documents. Other than documents the forms of which are specified in Exhibits hereto, the form and substance of all certificates, instruments, opinions and other documents to be delivered by one party to another under this Agreement shall be satisfactory in all reasonable respect to the party to receive the document, and its counsel.

1.16 Conditions Precedent To Closing By Buyer. Conditions Precedent To Closing By Buyer shall mean the following:

a.) Accuracy of Representations. The representations, warranties, covenants and agreements of Seller contained in this Agreement or in any writing that shall be delivered pursuant to this Agreement shall be true in all respects at and as of the Closing Date as though such representations, warranties, covenants and agreements were made at and of the Closing Date.

b.) Performance. Seller shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by Seller prior to or at the Closing Date.

c.) Absence of Litigation. As of the Closing Date, no action or proceeding by or before any court or other governmental body shall have been instituted contemplated by this Agreement or its consummation or the transfer or sale of the Real Property.

d.) Approval of Documents. There must be either written assignments or estoppel certificates for each of the Assumed Agreements; and written assignment and assumption agreements for each of the Assumed Real Property Expenses specified in Exhibits hereto, all of which shall be satisfactory in all respects to the Buyer, and its counsel. The written assignment and assumption of the Assumed Real Property Expenses shall state the amount of the obligation being assigned and assumed including any offsets, reductions, write-offs, and terms of repayment all to the sole satisfaction of the Buyer, and its counsel.

e.) Acceptance of Marketable Title. On or before the Title Approval Date, the Buyer has approved the status of the marketability of title with respect to the Real Property and the Buyer has waived any objections to the status of the marketability of title or the Seller has removed or cured any objections made by Buyer as to the status of the marketability of title, and the status of marketability of title to the Real Property shall not have changed in an adverse way in the period between the Title Approval Date and the Closing Date.

f.) Easement Approval Contingency. On or before the Title Approval Date, the Buyer has accepted the easements shown on the Evidence of Title or has waived any objections to the easements listed within the Evidence of Title.

g.) Encroachment Approval Contingency. On or before the Title Approval Date, the Buyer has accepted and approved the encroachments either shown by the Evidence of Title or otherwise visually identifiable on the Real Property, or the Buyer has waived any objection to the encroachments.

h.) Environmental/Physical Condition Approval Contingency. On or before the Due Diligence Date, Buyer has inspected the Real Property and has determined in the sole judgment of the Buyer that the environmental and physical condition of the Real Property is acceptable to Buyer and suitable for Buyer's intended use.

i.) Suitability Approval Contingency. On before the Due Diligence Date, the Buyer, in its sole discretion, shall determine whether the Real Property is suitable for the intended use to be made by the Buyer, including without limitation the financial performance of the Real Property, market conditions affecting the Real Property, parking facilities available to the Real Property, and infrastructure supporting the Real Property.

j.) Community Energy Transition Fund. On or before the date of Closing the Buyer has successfully secured grant approval from the State of Minnesota Community Energy Transition Fund in the amount of \$1,000,000.00, or a lesser grant amount that may be approved by Buyer at Buyer's sole discretion.

k.) Assignment to Otter Tail County. On or before the date of Closing, Otter Tail County, a political subdivision of the state of Minnesota, enters into a written assignment of this Agreement from the Buyer.

1.17 Consideration. The total consideration for the Real Property is Four Hundred Nineteen Thousand Dollars and no/00 (\$419,000.00) which shall be paid by certified funds or wire transfer at the Closing. Additional consideration for the Real Property includes the assignment and assumption of Sellers Assumed Agreements and the Assumed Real Property Expenses by Buyer as set forth in this Agreement and in the Exhibits.

1.18 Seller's Warranties. Seller's Warranties shall mean and comprise the following: Seller represents and warrants to Buyer that:

a.) Authority and Organization. Seller is a partnership organized and existing under the laws of the State of Illinois, and in good standing under the laws of the State of Minnesota. Seller has all requisite power and authority to own, use and sell the Real Property. Seller has the right, power, legal capacity and authority to enter into and perform the Seller's obligations under this Agreement, and no approvals or consents of any other persons or entities are necessary. Seller has taken all necessary action to authorize the execution of this Agreement, and the consummation of the transactions contemplated hereby.

b.) No Default. Seller is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this Agreement by Seller or prohibit any of the transactions provided for in this Agreement.

c.) Title. At Closing Date, Seller will have good and marketable title pursuant to the laws of the State of Minnesota to the Real Property to be conveyed hereunder, subject only to the Permitted Encumbrances. At Closing Date, the Real Property will not be subject to a contract or other agreement of sale or subject to security interests, mortgages, encumbrances, liens (including income, personal property and other tax liens) or off-sets, claims, reductions or charges of any kind or character, other than the Assumed Agreements identified on Exhibit B.

d.) Litigation. There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending against or affecting Seller with respect to the Real Property.

e.) Full Disclosure. To the Seller's knowledge, none of the representations and warranties made by Seller or made in any exhibit hereto or writing to be furnished by it, or on its behalf, contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.

f.) No Condemnation Notice. Seller has not received any notice of future or current condemnation proceedings against the whole or any part of the Real Property.

g.) No Unrecorded Agreements. There are no unrecorded agreements, covenants, easements, leases, rights of first refusal or options to purchase concerning the Real Property.

h.) Environmental Laws. Seller has received no notice and, except as disclosed herein, has no knowledge, that Seller, or any prior owner, tenant, licensee, invitee, or other user of the Real Property, or any other person or entity, has (i) used, generated, processed, stored, disposed of, released, or discharged any Hazardous Substances (as hereinafter defined) on, under, or about the Real Property in violation of any Environmental Laws (as hereinafter defined); or (ii) transported Hazardous Substances to, from, or across the Real Property in violation of any Environmental Laws (as hereinafter defined). Seller has received no notice, and except as disclosed herein, has no knowledge, of any Hazardous Substances located on the Real Property in violation of any Environmental Laws, or that the Real Property is not in compliance with all applicable Environmental Laws. Seller has received no notice, and except as disclosed herein, has no knowledge, of any orders, judgments, claims, suits, actions or proceedings concerning or affecting the Real Property with respect to any Environmental Laws. Seller has received no notice, and except as disclosed herein, has no knowledge, of any threatened or pending suit, action or proceeding concerning the Real Property relating to any Environmental Laws. Further, Seller has received no notice, and except as disclosed herein, has no knowledge, of any Release (as hereinafter defined) on the Real Property.

i.) Above Ground and Underground Tanks. To the Seller's knowledge, no storage tanks, whether above ground or underground, are now, nor have even been, located on the Real Property.

j.) FIRPTA. Seller is not a "foreign person," "foreign partnership," "foreign trust," or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.

k.) Restrictions on Use. To the Seller's knowledge, there are no private restrictions, covenants or agreements that affect the uses which may be made of the Real Property by Buyer which have not been filed of record with the County Recorder or the County Registrar of Titles, whichever is applicable.

n.) Assumed Agreements. All Assumed Agreements identified on Exhibit B affecting the Real Property are not in default except for matters related to utilities.

o.) Utilities. The Real Property is connected to city sewer and water, storm sewer, gas, and electricity.

p.) Wells / Septic. The Seller does not know of any "Wells" on the Real Property within the meaning of Minn. Stat. § 103I. The seller does not know of any "Individual Sewage Treatment Systems" on the Real Property within the meaning of Minn. Stat. § 115.55. This representation is intended to satisfy the requirements of those statutes.

q.) Lead Paint. To the Seller's knowledge, there is no lead paint on the Real Property.

s.) Due Diligence Materials. Seller shall provide to Buyer the Due Diligence Materials in accordance with Section 9 below that are in Seller's possession or control, or to which Seller has access.

t.) Methamphetamine Production. To the Seller's knowledge, methamphetamine production has not occurred at the Real Property.

u.) Compliance with Laws. Seller has not received from any public authority any written notice that the Real Property is not in compliance with any applicable laws, ordinances, rules and regulations. To the Seller's knowledge, the Property materially complies with applicable building, zoning and accessibility laws, ordinances, codes and regulations.

v.) Condition of Property. Buyer understands, acknowledges and agrees that, other than the representations and warranties of Seller stated in this Agreement, the Property is being sold "AS IS," "WHERE IS," and "WITH ALL FAULTS," with no express or implied representations and/or warranties by the Seller as to any physical conditions, boundary lines, property lines, fitness for a particular purpose or of any other nature whatsoever. Buyer acknowledges that (i) Buyer has satisfied itself about the physical condition of the Property, the buildings, and other improvements on the Property and (ii) other than set forth herein, Buyer has not relied on any representations of Seller regarding the physical condition of the Property or anything contained in or on the Property.

1.19 Buyer's Warranties. Buyer's Warranties shall mean the following: Buyer represents and warrants to Seller that:

a.) Authority and Organization. Buyer is a municipal corporation organized and existing under the laws of the State of Minnesota and in good standing under the laws of the State of Minnesota. Buyer has the right, power, legal capacity and authority to enter into and perform the Buyer's obligations under this Agreement. Buyer has taken all necessary action to authorize the execution of this Agreement and the consummation of the transactions contemplated hereby.

b.) No Default. Seller is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this Agreement by Seller or prohibit any of the transactions provided for in this Agreement.

1.20 Hazardous Substance. Hazardous Substance means any of the following:

a.) Any commercial chemical designated pursuant to the Federal Water Pollution Control Act, under United States Code, title 33, Section 1321(b)(2)(A);

b.) Any hazardous air pollutant listed pursuant to the Clean Air Act, under United States Code, title 42, section 7412;

c.) Any hazardous substance, pollutant or contaminant regulated under the Comprehensive Environmental Response Compensation and Liability Act as amended,

42 U.S.C. 9601 et. seq. (CERCLA); and hazardous substance, pollutant or contaminant regulated under similar Minnesota environmental laws;

d.) Any hazardous waste under Minnesota laws;

e.) Pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, as amended, 7 U.S.C. Section 136 et. seq. (FIFRA);

f.) Asbestos, polychlorinated biphenyls (PCBs), toxic substances, and other substances regulated under the Toxic Substances Control Act, as amended, 15 U.S.C. section 2601 et. seq. (TSCA);

g.) Source material, special nuclear material, byproduct materials, any other radioactive materials or radioactive wastes however produced, regulated under the Atomic Energy Act, as amended, 42 U.S.C. section 2011 et. seq. or the Nuclear Waste Policy Act of 1982, as amended, 42 U.S.C. section 10101 et. seq.;

h.) Industrial process and pollution control wastes, which are hazardous within the meaning of the Resource Conservation And Recovery Act, as amended 42 U.S.C. Section 6901 et. seq. (RCRA);

i.) Any hazardous material under the Hazardous Materials Transportation Act, 49 USCS Appx. Section 1801 et. seq.;

j.) Any hazardous material listed in Code of Federal Regulation Title 49, Section 172.101; and

k.) Any pollutant or contaminant as defined by 42 U.S.C. Section 9601. 12

1.21 Release. Release means any spilling, leakage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment of any Waste, Hazardous Substance, Petroleum or pollutant or contaminant as defined by 42 U.S.C. Section 9601.

1.22 Petroleum. Petroleum means any of the following: Gasoline, fuel oil, kerosene, any petroleum distillate, any petroleum residual, diesel fuel, oil, and ethanol.

1.23 Waste. Waste means, jointly and severally, the following: construction debris as defined by Minn. Stat. § 115A.03; demolition debris, .i.e., solid waste resulting from the demolition of buildings, roads, and other human-made structures including concrete, brick, bituminous concrete, untreated wood, masonry, glass, trees, rock, and plastic building parts; industrial waste as defined by Minn. Stat. § 115A.03; mixed municipal solid waste as defined by Minn. Stat. § 115A.03; solid waste as defined by Minn. Stat. § 115A.03; hazardous waste as defined by Minn. Stat. § 115B.02; pollutants as defined by Minn. Stat. § 115B.02; contaminants as defined by Minn. Stat. § 115B.02; and sewage sludge as defined by Minn. Stat. § 115A.03.

1.24 Environmental Laws. “Environmental Laws” shall mean all federal laws and regulations that protect or regulate the environment, including, but not limited to, the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Clean Water Act 33 U.S.C. § 1251 et seq., and the Water Quality Act of 1987; the Federal Insecticide Fungicide, and Rodenticide Act (“FIFRA”), 7 U.S.C. § 136 et seq., the Marine Protection Research, and Sanctuaries Act, 33 U.S.C. § 1401 et seq.; the National

Environmental Policy Act, 42 U.S.C. § 4321 et seq.; the Noise Control Act, 42 U.S.C. § 4901 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6901 et seq. as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. § 9601 et seq. as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-To-Know Act, and Radon Gas and Indoor Air Quality Research Act; the Toxic Substances Control Act (“TSCA”), 15 U.S.C. § 2601 et seq.; the Atomic Energy Act, 42 U.S.C. § 2011 et seq., and the Nuclear Waste Policy Act of 1982, 42 U.S.C. § 2011 et seq., all as may be amended, with implementing regulations and guidelines.

Environmental Laws shall also include The Minnesota Environmental Response and Liability Act (“MERLA”) and state, regional, county, municipal, and other local laws, regulations, and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Waste or Petroleum.

SECTION 2. CONSIDERATION AND MANNER AND TIME OF DELIVERY. Buyer, in consideration of the mutual promises and covenants herein contained, agrees to deliver to the Seller for the Real Property the Consideration in the manner and at the times set forth in Section 1.17 of this Agreement. At Closing Date, Seller shall deliver to Buyer a general Warranty Deed for the Real Property. This conveyance will be free of all liens, mortgages, pledges and charges, except as provided elsewhere in this Agreement. If the Conditions Precedent referenced in Section 13 are neither met nor waived, then this Agreement shall be cancelled pursuant to Section 13.

SECTION 3. OBLIGATION TO PROVIDE WARRANTY DEED. Subject to performance by the Buyer of the Agreement herein, the Seller agrees to execute and deliver a Warranty Deed in recordable form for the Real Property. The Real Property shall be free of any lien, mortgage, charge, or lease save and except for the Permitted Encumbrances.

SECTION 4. (INTENTIONALLY DELETED).

SECTION 5. OPERATION OF THE REAL PROPERTY PRIOR TO CLOSING.

Beginning on the Effective Date and until the Closing Date:

- a.) Seller shall operate and maintain the Property in accordance with past practices, including the maintenance of adequate liability insurance and insurance against loss by fire, windstorm and other hazards, casualties and contingencies, including vandalism and malicious mischief, and shall promptly notify Buyer of any material change to the Property;

b.) Seller will not, without Buyer's prior written consent which consent Buyer may grant or withhold in Buyer's sole discretion: (i) enter into any new agreements, or materially amend, modify, terminate any of the Assumed Agreements; (ii) construct, or enter into any agreement or commitment to construct, any improvement or alteration to the Real Property other than as required for repairs and maintenance as required by section b), above; (iii) grant any easement affecting the Real Property; (iv) remove any fixture located on the Real Property unless such removal is because of obsolescence or in connection with the normal maintenance, servicing, supplying and upkeep of the Real Property, in which case the same shall be replaced, at Seller's expense, with an item of the same or better quality; (v) terminate or modify any agreement affecting the Real Property as of the Effective Date; (vi) enter into any option or commitment affecting all or any portion of the Real Property; or (vii) enter into any contracts or agreements regarding the Real Property that have a term that extends beyond the Closing Date unless any such contracts or agreements are both terminable without penalty on no more than thirty (30) days' notice, and required for customary operation of the Real Property;

c.) Seller shall not, cause, or permit the creation of any lien or encumbrance to attach to the Real Property.

SECTION 6. ACCESS TO, AND INSPECTION OF, THE REAL PROPERTY. During the period beginning on the Effective Date of this Agreement and ending on the Due Diligence Date, and thereafter if this Agreement is not terminated, Buyer and Buyer's agents, employees or contractors may, at Buyer's sole cost and expense, enter upon the Real Property and conduct tests, inspections, surveys and studies including, without limitation, any soil, environmental (as provided in Section 8, below), physical, mechanical and structural tests which Buyer may deem appropriate to determine the suitability of the Real Property for Buyer's intended use. Buyer shall give Seller reasonable advance written notice thereof, which notice may be given via email. Buyer shall indemnify, defend and hold Seller harmless from and against any costs, damages, liabilities, losses, expenses, liens or claims (including, without limitation, reasonable attorneys' fees) to the extent arising out of or relating to any entry on the Real Property by Buyer, its agents, employees or contractors in the course of performing the inspections, testing or inquiries provided for in this Agreement. This Section shall survive the Closing or termination of this Agreement.

SECTION 7. GOVERNMENTAL/ZONING APPROVALS. (INTENTIONALLY DELETED)

SECTION 8. ENVIRONMENTAL ASSESSMENT. Buyer may obtain a Phase I Environmental Assessment ("Phase I") of the Real Property. Buyer shall pay 100% of the cost of the Phase I. If the Phase I indicates that there are Recognized Environmental Conditions (REC's) regarding the Real Property, or otherwise calls for a Phase II Environmental Assessment ("Phase

II”) to be made, then Buyer may obtain a Phase II or a Special Investigation Report and Buyer shall pay 100% of the cost of the Phase II or the Special Investigation Report.

SECTION 9. SELLER’S DELIVERY OF DOCUMENTS. Within twenty (20) days of full execution and delivery of this Agreement, Seller shall deliver to Buyer reasonably accurate and reasonably complete copies of the following information and documents (“Due Diligence Materials”):

- a.) A copy of any written contracts (including service contracts) and agreements that affect the Real Property excluding copies of the Assumed Agreements.
- b.) A copy of any written contracts identified as an Assumed Real Property Expense identified on Exhibit C including current invoices for each Assumed Real Property Expense.
- c.) Any existing title policies and/or title commitments, abstracts of title or registered property abstracts pertaining to the Real Property.
- d.) Current tax bills, including current or pending assessments for the Real Property.
- e.) Copies of all permits that affect the Real Property, if any.
- f.) Copies of all Phase I and/or Phase II environmental reports as well as copies of all environmental permits, reports, logs and data concerning the environmental status of the Real Property in the possession or reasonable control of Seller, if any.
- g.) All land surveys of the Real Property in possession of the Seller.
- h.) All geotechnical reports in possession of Seller.
- i.) All notices, letters or other correspondence from the State of Minnesota or any of its agencies relating to the environmental condition of the Real Property.
- j.) All unrecorded leases, licenses or easements affecting the Real Property.
- l.) Copies of all of the Contracts, Permits, Leases, and any other licenses or agreements and approvals benefiting or burdening the Property or Seller in its capacity as owner of the Real Property excluding the Assumed Agreements on Exhibit B.

SECTION 10. TITLE.

The Seller shall furnish to the Buyer at the Seller’s expense the following:

- a.) Title Evidence (“Title Evidence”) which shall include the following:
 - i. Title Commitment. Within fifteen calendar days of the Effective Date, a title insurance commitment covering the Real Property and appurtenant easements, if

any, in either case to include property searches covering bankruptcies, state and federal judgments and tax liens, evidencing the Seller's title to the Real Property. The title insurance commitment shall be obtained from the Title Company.

ii. UCC Searches. A report of UCC Searches made of the Uniform Commercial Code records of the Secretary of State of Minnesota, made by said Secretary of State, or by a search firm acceptable to Buyer, showing no UCC filings regarding any of the Personal Property and the fixtures located on the Real Property.

b.) Title Objections. Within thirty (30) days following the Buyer's receipt of the documents referred to above, the Buyer shall give the Sellers written notice of any objections to the title of the Real Property.

If any objections are so made, the Seller shall be allowed ninety (90) days after receipt of such written objections to make said title marketable. The Seller further agrees to use reasonable efforts and to expend such sums as may be reasonably necessary to make said title marketable in the event a defect is disclosed. Pending correction of title, the payments herein required shall be postponed but upon correction of title and within ten (10) days after written notice to the Buyer, the Buyer and the Seller shall perform this Agreement according to its terms.

If said title is not marketable and is not made so within ninety (90) days from the date of delivery of the written objections thereto as above provided, then Buyer shall have the right (a) to terminate this Agreement upon notice given to Seller, or (b) to waive such objections and proceed with such purchase. If title to the Real Property is marketable or is made marketable within said time, and Buyer shall default in any of the agreements herein contained, then and in such case, the Seller may terminate this Agreement, time being of the essence hereof, and Seller shall receive the Earnest Money as liquidated damages with no further liability to the Seller, and the parties shall provide a joint instruction to the escrow agent directing that this be done.

For purposes of Sections 1.11 and 1.13, the Title Approval Date means thirty (30) days following receipt of the documents referenced in this Section 10 except that with respect to any objections to title that are made, the Title Approval Date means the date ninety (90) days after the receipt by Seller of such written objections from Buyer.

SECTION 11. CLOSING DATE AND POSSESSION DATE. Subject to performance by the Buyer of this Agreement, the Closing shall occur on the Closing Date. The delivery of all papers, monies and matters relating to the Closing shall take place at the Closing Location. Buyer shall take possession of the Real Property on the Possession Date.

SECTION 12. WARRANTIES. Seller's representations and warranties contained in this Agreement, including without limitation the Seller's Warranties, shall be true and correct on and as of the Closing Date, with the same force and effect as if made at that time. Seller's representations and warranties contained herein, including without limitation Seller's Warranties, shall expire and terminate 12 months after the Closing Date. Seller will indemnify Buyer, its

successors and assigns, against, and will hold Buyer, its successors and assigns, harmless from, any reasonable expenses or damages, including reasonable attorneys' fees, that Buyer incurs because of the material breach of any of the above representations and warranties, including without limitation Seller's Warranties and Seller's indemnification obligations shall terminate 12 months after the Closing Date. The provisions of this Section shall survive the Closing. The maximum amount of the Seller's indemnification obligations shall be \$40,000.00 in the aggregate.

Buyer's representations and warranties contained in this Agreement, including without limitation the Buyer's Warranties, shall be true and correct on and as of the Closing Date, with the same force and effect as if made at that time. Buyer's representations and warranties contained herein, including without limitation Buyer's Warranties, shall expire and terminate 12 months after the Closing Date. Buyer will indemnify Seller, its successors and assigns, against, and will hold Seller, its successors and assigns, harmless from, any reasonable expenses or damages, including reasonable attorneys' fees, that Seller incurs because of the material breach of any of the above representations and warranties, including without limitation Buyer's Warranties. The provisions of this Section shall survive the Closing.

SECTION 13. CONDITIONS PRECEDENT. The obligations of Seller to sell Real Property are subject to the satisfaction, at or before the Closing Date, of all the Conditions Precedent To Closing By Seller. Seller may waive any or all of the conditions which are included herein for its benefit in whole or in part without prior notice, provided, however, that no such waiver of a condition shall constitute a waiver by Seller of any of its other rights or remedies, at law or in equity, if Buyer shall be in default of any of its representations, warranties or agreements under this Agreement. If the Conditions Precedent To Closing By Seller are not satisfied, and if Seller does not waive such Conditions Precedent To Closing By Seller, then either Buyer or Seller by written notice to the other may cancel this Agreement; if the Agreement is so cancelled, the parties shall execute a cancellation of purchase agreement, and the Buyer shall execute and deliver to seller a quit claim deed for the Real Property.

The obligations of Buyer to purchase the Real Property are subject to the satisfaction, at or before the Closing Date, of the following Conditions Precedent to Closing by Buyer: Accuracy of Representations, stated in Section 1.16(a); Performance, stated in Section 1.16(b); Absence of Litigation, stated in Section 1.16(c); and Approval of Documents, stated in Section 1.16(d). Buyer may waive any or all of said conditions for its benefit in whole or in part without prior notice, provided that no such waiver any of said conditions shall not constitute a waiver by Buyer of any of its other rights or remedies, at law or in equity. If said Conditions Precedent To Closing By Buyer are not satisfied, and if Buyer does not waive any such Conditions Precedent To Closing By Buyer, then either Buyer or Seller by written notice to the other may cancel this Agreement; if the Agreement is so cancelled, the parties shall execute a cancellation of purchase agreement, and the Buyer shall execute and deliver to Seller a quit claim deed for the Real Property and Seller shall have no liability to the Buyer.

The obligations of Buyer to purchase the Real Property are subject to the satisfaction, at or before the Title Approval Date, of the Easement Approval Contingency stated in Section 1.16(f). If the Easement Approval Contingency is not satisfied, and if Buyer does not waive such Easement Approval Contingency, then either Buyer or Seller by written notice to the other may cancel this Agreement; if the Agreement is so cancelled, the parties shall execute a cancellation

of purchase agreement, the Earnest Money shall be refunded to Buyer, and the Buyer shall execute and deliver to Seller a quit claim deed for the Real Property and Seller shall have no liability to the Buyer. On or before the Title Approval Date, Buyer must give written notice to Seller as to whether the Easement Approval Contingency has been satisfied, or whether the Easement Approval Contingency has been waived by Buyer.

The obligations of Buyer to purchase the Real Property are subject to the satisfaction, at or before the Title Approval Date, of the Encroachment Approval Contingency stated in Section 1.16(g). If the Encroachment Approval Contingency is not satisfied, and if Buyer does not waive such Encroachment Approval Contingency, then either Buyer or Seller by written notice to the other may cancel this Agreement; if the Agreement is so cancelled, the parties shall execute a cancellation of purchase agreement, the Earnest Money shall be refunded to Buyer, and the Buyer shall execute and deliver to Seller a quit claim deed for the Real Property and Seller shall have no liability to the Buyer. On or before the Title Approval Date, Buyer must give written notice to Seller as to whether the Encroachment Approval Contingency has been satisfied, or whether the Encroachment Approval Contingency has been waived by Buyer.

The obligations of Buyer to purchase the Real Property are subject to the satisfaction, at or before the Due Diligence Date, of the Environmental/Physical Condition Approval Contingency stated in Section 1.16(h). If the Environmental/Physical Condition Approval Contingency is not satisfied, and if Buyer does not waive such Environmental/Physical Condition Approval Contingency, then either Buyer or Seller by written notice to the other may cancel this Agreement; if the Agreement is so cancelled, the parties shall execute a cancellation of purchase agreement, and the Buyer shall execute and deliver to seller a quit claim deed for the Real Property and Seller shall have no liability to the Buyer. On or before the Due Diligence Date, Buyer must give written notice to Seller as to whether the Environmental/Physical Condition Approval Contingency has been satisfied, or whether the Environmental/Physical Condition Approval Contingency has been waived by Buyer.

The obligations of Buyer to purchase the Real Property are subject to the satisfaction, at or before the Due Diligence Date, of the Suitability Approval Contingency stated in Section 1.16(i). If the Suitability Approval Contingency is not satisfied, and if Buyer does not waive such Suitability Approval Contingency, then either Buyer or Seller by written notice to the other may cancel this Agreement; if the Agreement is so cancelled, the parties shall execute a cancellation of purchase agreement, and the Buyer shall execute and deliver to Seller a quit claim deed for the Real Property and Seller shall have no liability to the Buyer. On or before the Due Diligence Date, Buyer must give written notice to Seller as to whether the Suitability Approval Contingency has been satisfied, or whether the Suitability Approval Contingency has been waived by Buyer.

SECTION 14. CLOSING DOCUMENTS. Subject to performance by the Buyer, the Seller agrees to execute as necessary and deliver at the Closing Date the Closing Documents to be provided by Seller.

SECTION 15. ASSIGNABILITY OF INTEREST. Neither this Agreement nor any of its rights, interests or obligations hereunder shall be assigned or delegated by any party hereto (whether by operation of law or otherwise) without the prior written consent of the other non-

assigning (or non-delegating) party or parties, and any attempt to make any such assignment or delegation without such consent shall be null and void; provided, however, that Seller's written consent is not required for Buyer to assign this Agreement to Otter Tail County, a political subdivision of the state of Minnesota. If the Seller assigns its interests in this Agreement, both the assignor and assignee of said interests shall be jointly and severally liable for all of the assignor's obligations hereunder. The provisions of this Section shall survive the Closing or the termination of this Agreement.

SECTION 16. COSTS.

16.1 State Deed Tax. Upon delivery of the Warranty Deed, Seller shall pay the state deed tax due on the Warranty Deed.

16.2 Title Insurance. If Buyer intends to obtain a title insurance policy with respect to the Real Property, then Buyer shall be obligated to pay for any title insurance premiums. Seller shall pay for the title commitment, as is indicated above.

16.3 Closing Fee, Escrow Fee, and Cost of Recording the Deed. Any closing fee or escrow fee charged by the title company shall be paid one-half by Seller and one-half by Buyer. Buyer shall pay for the cost of recording the Warranty Deed.

16.4. Attorney's Fees. Buyer and Seller shall each pay their own attorney's fees incurred in negotiating and entering into this Agreement, and in closing the transaction contemplated herein.

SECTION 17. AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of the other, waive any inaccuracies in representations by the other contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by the other with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

SECTION 18. BROKER'S COMMISSION. Seller hereby acknowledges that a broker represents the Seller and Seller agrees to pay any and all Broker's Commission from the Consideration to be paid to Seller from Buyer, if any. The Buyer is not represented by a Broker and shall not be responsible for any of Seller's Broker's Commission.

Seller and Buyer hereby agree to indemnify each other and to hold each other harmless against all claims, damages, costs or expenses of or for any such fees or commissions resulting from their actions or agreements regarding the execution or performance of this Section and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including reasonable attorneys' fees.

This Section 18 shall survive the termination of this Agreement, and the Closing; and shall not merge with the Closing Documents.

SECTION 19. IRC SECTION 1031 TAX DEFERRED PROPERTY EXCHANGE. Either Seller or Buyer may choose to provide, or receive, all or part of the Consideration through a tax deferred land exchange or reverse tax deferred exchange pursuant to Section 1031 of the Internal Revenue Code of 1986 as amended. In the event the Buyer or Seller elects a tax-deferred exchange, the electing party shall pay all expenses relating to arranging the exchange and relating to documentation of the Section 1031 transaction. The non-exchanging party makes no warranty and assumes no liability in the event the Internal Revenue Service determines that said exchange is not a tax-deferred exchange pursuant to Internal Revenue Code Regulations.

SECTION 20. TERMINATION; REMEDIES.

20.1 Termination. Notwithstanding any other term or condition in this Agreement to the contrary, this Agreement may be terminated, and the transactions contemplated herein may be abandoned prior to Closing as follows:

- a.) by the mutual written consent of Seller and Buyer at any time prior to Closing; or
- b.) by Seller by sending written notice to Buyer in the event of a breach by Buyer of any representation, warranty, or covenant of Buyer made under this Agreement, unless such breach is (i) cured and remedied by Buyer within thirty (30) days after receipt of Seller's notice thereof; or (ii) waived by Seller; or
- c.) by Buyer by sending written notice to Seller in the event of a breach by any Seller of any agreement, representation, warranty, or covenant of Seller made under this Agreement, unless such breach is (i) cured and remedied by Seller within thirty (30) days after receipt of Buyer's notice thereof; or (ii) waived by Buyer; or
- d.) by Buyer as provided in Sections 10 and 13; or
- e.) by Seller as provided in Sections 10 and 13.

20.2 Effect of Termination; Remedies. The rights and remedies of each Buyer and Seller in the event of termination of this Agreement shall be limited as follows:

- a.) If Buyer terminates this Agreement as provided above, said termination shall -- except as expressly provided elsewhere in this Agreement constitute the sole and exclusive remedy of Buyer.
- b.) If Seller terminates this Agreement as provided above, said termination shall -- except as expressly provided elsewhere in this Agreement constitute the sole and exclusive remedy of Seller.

SECTION 21. MISCELLANEOUS.

21.1 Condemnation. The risk of loss from condemnation or a threat thereof shall remain on Seller until Closing. If prior to Closing any portion of the Real Property is condemned under the power of eminent domain, is the subject of threatened condemnation, or is conveyed to a condemning authority in lieu of condemnation, Seller shall notify Buyer in writing of the threat, condemnation or conveyance within five (5) days of its occurrence. Buyer shall, within ten (10) days of the notice, have the option of (a) proceeding with Closing and receiving the award of condemnation payment (or an assignment thereof, if the same is not received at Closing); or (b) terminating this Agreement by written notice.

21.2 Entire Agreement; Modification; Effect to Prior Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated herein and shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto.

21.3 Notices. All notices, requests, demands and other communications hereunder shall be in writing and deemed to be duly given, (a) when delivered by hand, with a record of receipt, (b) the third day after mailing, if mailed by certified or registered mail, return receipt requested with postage prepaid, (c) the day delivered by a nationally recognized overnight courier, with a record of receipt, or (d) the day of transmission, with confirmation of receipt, if delivered by facsimile or electronic transmission before or during regular business hours (which regular business hours shall be 9:00 am – 5:00 pm, Monday through Friday excluding office holidays, at the office where received), or the day after transmission, with confirmation of receipt, if delivered by facsimile or electronically after regular business hours, to the parties at the following addresses (or to such other address as a party may have specified by written notice given to the other party pursuant to this provision):

If to Buyer: City of Fergus Falls
 Attn. City Administrator
 112 West Washington Avenue
 Fergus Falls, MN 56537

With copy to: Rolf H. Nycklemoe
 106 East Washington Avenue
 Fergus Falls, MN 56537

If to Seller: Westridge Mall Limited Partnership
 Attn: Martin H. Graff
 560 Green Bay Road, Suite 403
 Winnetka, IL 60093
 Email: marty@mhgraff.com

With copy to: Chad Felstul
 110 N Mill Street
 Fergus Falls, MN 56537
 c.felstul@pemplaw.com

21.4 Damage Prior to Closing. In the event of substantial damage to the Real Property by fire, wind, flood, storms, or other acts of God, either Seller or Buyer, at its sole option, may terminate this Agreement without further cost or expenses to either Party. "Substantial damage" shall be construed to mean damage that Buyer reasonably estimates would cost \$50,000 or more to

repair. Seller shall promptly give written notice to Buyer of any substantial damage to the Real Property, after which Buyer and Seller shall each have thirty (30) days to give written notice to the other of termination of this Agreement. If such notice is timely given, this Agreement shall terminate, and the Earnest Money shall be refunded to Buyer. If neither party elects to terminate this Agreement despite such substantial damage, or if the Real Property is damaged but not substantially, the Closing shall still occur as scheduled, and at the Closing Seller shall assign to Buyer all rights to receive the proceeds of any insurance Seller may carry relating to such damage and Seller shall pay Buyer an amount equal to the deductible under the applicable policies, if any. The provisions of this Section shall survive the Closing.

21.5 Extension; Waiver. At any time prior to the Closing Date, the parties may, by mutual agreement set forth in a written instrument signed on behalf of the parties, to the extent legally allowed, extend the time described in this Agreement for the performance of any of the obligations or other acts of the parties hereto.

21.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic means shall be as effective as delivery of a manually executed counterpart of this Agreement.

21.7 Survival. Notwithstanding Closing pursuant to this Agreement, all terms, conditions, covenants, and agreements made by Seller and/or Buyer in this Agreement that by their terms are to be performed or are applicable to time periods after the date of such Closing, and the respective rights, remedies, duties, and obligations of Seller and Buyer thereunder, shall survive such Closing and shall continue in full force and effect thereafter.

The Seller's representations and warranties contained herein, including without limitation Seller's Warranties, shall survive the Closing and shall not merge with the Closing Documents, but shall expire and terminate 12 months after the Closing Date.

The Buyer's representations and warranties contained herein, including without limitation Buyer's Warranties, shall survive the Closing and shall not merge with the Closing Documents, but shall expire and terminate 12 months after the Closing Date.

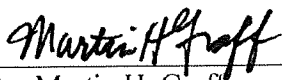
21.8 Headings. The headings in this Agreement are for convenience only and are not part of this Agreement and do not in any way limit or amplify the terms and provisions hereof. It is understood and agreed that this Agreement has been made following negotiation by the parties and it is, therefore, not to be construed against any party because of draftsmanship.

21.9 Attorney's Fees. The prevailing party in any legal action brought to enforce rights arising under this Agreement shall be entitled to recover its reasonable expenses, including reasonable attorneys' fees and court costs. The provisions of this Section shall survive the Closing or the termination of this Agreement.

21.10 Controlling Law and Jurisdiction. This Agreement has been made under the laws of the State of Minnesota, and it shall be interpreted according to Minnesota law. Buyer and Seller submit to the jurisdiction of the District Courts of the State of Minnesota with respect to any suit or other proceeding brought in connection with or arising out of this Agreement. Any such legal action shall be venued in Otter Tail County, Minnesota. The provisions of this Section shall survive the Closing or termination of this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

**SELLER:
WESTRIDGE MALL LIMITED PARTNERSHIP**



By: Martin H. Graff
Westridge Mall Associates, Inc.
Its: General Partner

**BUYER:
CITY OF FERGUS FALLS**

By:
Ben Schierer, Mayor

By:
Andrew Bremseth, City Administrator

EXHIBIT A
LEGAL DESCRIPTION OF REAL PROPERTY

That part of the Southwest Quarter of Section 33, Township 133 North, Range 43 West of the Fifth Principal Meridian, Otter Tail County, Minnesota, described as follows: Commencing at the Northwest corner of said Southwest Quarter; thence on an assumed bearing of South 00 degrees 27 minutes 56 seconds West on the westerly line thereof for a distance of 809.10 feet to the point of beginning of the tract to be described; thence South 89 degrees 32 minutes 04 seconds East, 400.00 feet; thence North 0 degrees 27 minutes 56 seconds East, 406.03 feet to the intersection with the southerly right-of-way line of Trunk Highway No. 210; thence southeasterly on said right-of-way line and on an arc having a radius of 2,191.83 feet, central angle of 04 degrees 24 minutes 28 seconds for an arc distance of 168.62 feet; thence continuing on said right-of-way line and on a bearing of South 54 degrees 49 minutes 44 seconds East for a distance of 1,313.73 feet; thence South 34 degrees 23 minutes 13 seconds West, 222.46 feet; thence South 00 degrees 38 minutes 30 seconds West, 592.00 feet; thence North 89 degrees 21 minutes 30 seconds West, 770.00 feet; thence North 65 degrees 12 minutes 57 seconds West, 796.93 feet to the westerly line of said Southwest Quarter; thence North 00 degrees 27 minutes 56 seconds East on said westerly line for 878.60 feet to the point of beginning.

AND

That part of the Southwest Quarter of Section 33, Township 133 North, Range 43 West of the Fifth Principal Meridian, Otter Tail County, Minnesota, described as follows: Commencing at the Northwest corner of said Southwest Quarter; thence on an assumed bearing of South 00 degrees 27 minutes 56 seconds West on the westerly line thereof for 809.10 feet; thence South 89 degrees 32 minutes 04 seconds East for 400.00 feet; thence North 00 degrees 27 minutes 56 seconds East for 406.03 feet to the intersection with the southerly right-of-way line of State Trunk Highway No. 210 as existing and constructed; thence southeasterly on said right-of-way line and on an arc having a radius of 2,191.83 feet, central angle of 04 degrees 24 minutes 28 seconds for an arc distance of 168.62 feet; thence continuing on said right-of-way line and on a bearing of South 54 degrees 49 minutes 44 seconds East a distance of 1,313.73 feet to the point of beginning of the land to be described; thence South 34 degrees 23 minutes 13 seconds West 222.46 feet; thence South 00 degrees 38 minutes 30 seconds West 592.00 feet; thence South 89 degrees 21 minutes 30 seconds East 200.00 feet to the intersection with the prolongation southerly of the westerly line of a tract as described in a certain deed dated the 27th day of October, 1969, in favor of Iram E. Worner and filed in Book 427 of Deeds, Page 571; thence North 00 degrees 38 minutes 30 seconds East on said prolongation line and its extensions for a distance of 724.39 feet to the southerly right-of-way line of said State Trunk Highway No. 210; thence North 54 degrees 49 minutes 4 seconds West for 92.77 feet to the point of beginning.

AND

Lot One (1) Block One (1) Westridge Mall Second Addition, according to the certified plat thereof, on file and of record in the office of the County Recorder of Otter Tail County, Minnesota.

AND

Lot One (1), Block One (1), Westridge Mall First Addition, according to the certified plat thereof, on file and of record in the office of the County Recorder of Otter Tail County, Minnesota, EXCEPT that portion thereof having been re-platted as Lot One (1), Block One (1),

Home Depot Addition to Fergus Falls, according to the certified plat thereof, on file and of record in the office of the County Recorder of Otter Tail County, Minnesota.

Together with a road easement created in that certain mutual easement agreement filed of record as Document Number 556501, described as follows: A 50-foot wide road easement for ingress and egress over that part of the Southwest Quarter of Section 33, Township 133 North, Range 43 West of the Fifth Principal Meridian, Otter Tail County, Minnesota, lying southerly of State Trunk Highway No. 210 as described in that certain Highway Easement filed of public record in Book 58 of Miscellaneous, Page 173, and lying northeasterly of the following-described line: Commencing at the southeast corner of said Southwest Quarter; thence on an assumed bearing of North 00degrees 38 minutes 30 seconds East on the easterly line of said Southwest Quarter for a distance of 459.86 feet to the point of beginning of the line to be described; thence North 89 degrees 21 minutes 30 seconds West, 83.00 feet; thence North 00 degrees 38 minutes 30 seconds East, 187.54 feet; thence North 31 degrees 15 minutes West, 141.6 feet to the intersection with a curve lying parallel to and a distance of 50.00 feet southerly of the southerly right-of-way line of said State Trunk Highway No. 210; thence following said curve and parallel to said right-of-way line, said curve having a radius of 3,969.72 feet, central angle of 07 degrees 23 minutes 06 seconds for an arc distance of 511.67 feet; thence continuing parallel to said right-of-way line and on a bearing of North 54 degrees 49 minutes 4 seconds West for a distance of 1,851.19 feet; thence continuing parallel to said right-of-way line and on a tangential curve to the left, central angle of 08 degrees 5 minutes 50 seconds, radius of 2,141.83 feet, for an arc distance of 333.84 feet; thence continuing parallel to said right-of-way line and on a bearing of South 67 degrees 56 minutes 5 seconds West, 158.00 feet to the intersection with the easterly line of the North and South projection of said right-of-way line of State Trunk Highway No. 210 and there terminating.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PORTIONS THEREOF:

1) Lot One (1), Block Two (2), Westridge Mall First Addition, according to the certified plat thereof, on file and of record in the office of the County Recorder of Otter Tail County, Minnesota;

2) All that part of the Southwest Quarter of Section 33, Township 133 North, Range 43 West of the Fifth Principal Meridian, Otter Tail County, Minnesota, described as follows: Commencing at the Northwest corner of said Southwest Quarter; thence on an assumed bearing of South 0 degrees 27 minutes 56 seconds West along the west line of said Southwest Quarter, a distance of 809.10 feet; thence South 89degrees 32 minutes 04 seconds East a distance of 400.00 feet to the point of beginning of the land to be described; thence North 00 degrees 27 minutes 56 seconds East a distance of 406.15 feet to the southerly right-of-way line of Lincoln Avenue (former State Trunk Highway No. 210); thence southeasterly on said right-of-way line and on a nontangential curve, having a radius of 2,191.83 feet, central angle of 04 degrees 24 minutes 28 seconds, and a chord bearing of South 57 degrees 01 minute 07 seconds East, for an arc distance of 168.62 feet; thence continuing on said right-of-way line and on a bearing of South 54 degrees 48 minutes 53 seconds East a distance of 188.52 feet; thence South 3 degrees 25 minutes 44 seconds West a distance of 225.00 feet; thence South 84 degrees 08 minutes 01 second West a distance of 175.75 feet to the point of beginning.

3) Home Depot Addition to Fergus Falls, according to the certified plat thereof, on file and of record in the office of the County Recorder of Otter Tail County, Minnesota;

4) That part of the Southwest Quarter (SW1/4) of Section Thirty-three (33), Township One Hundred Thirty-three (133) North, Range Forty-three (43) West of the Fifth Principal Meridian, Otter Tail County, Minnesota, described as follows: Commencing at the Northwest corner of the Southwest Quarter (SW1/4) of said Section Thirty-three (33); thence South 00 degrees 27 minutes 56 seconds West (assumed bearing) along the westerly line of the Southwest Quarter (SW1/4) of said Section Thirty-three (33) for a distance of 809.10 feet; thence South 89 degrees 32 minutes 04 seconds East for a distance of 400.00 feet; thence North 00 degrees 27 minutes 56 seconds East for a distance of 406.03 feet to a point of intersection with the southerly right-of-way line of Lincoln Avenue (formerly known as State Trunk Highway No. 210); thence southeasterly along said right-of-way line on an arc having a radius of 2191.83 feet, central angle of 04 degrees 24 minutes 28 seconds, for an arc distance of 168.62 feet; thence South 54 degrees 49 minutes 4 seconds East along the southerly right-of-way line of said Lincoln Avenue for a distance of 1313.73 feet to the true point of beginning; thence South 34 degrees 23 minutes 13 seconds West for a distance of 222.46 feet; thence South 5 degrees 36 minutes 47 seconds East for a distance of 98.30 feet; thence South 89 degrees 21 minutes 30 seconds East for a distance of 118.27 feet to a point of intersection with the westerly line of a tract of land described in a document recorded in Book 427 of Deeds, Page 571, filed at the Otter Tail County Recorder's Office; thence North 00 degrees 38 minutes 30 seconds East along the westerly line of a tract of land described in said Book 427 of Deeds, Page 571, for a distance of 187.00 feet to a point of intersection with the southerly right-of-way line of said Lincoln Avenue; thence North 54 degrees 49 minutes 4 seconds West along the southerly right-of-way line of said Lincoln Avenue for a distance of 92.77 feet to the true point of beginning.

5) Westridge Theater Addition, according to the certified plat thereof, on file and of record in the office of the County Recorder of Otter Tail County, Minnesota;

6) Dunhams Addition, according to the certified plat thereof, on file and of record in the office of the County Recorder of Otter Tail County, Minnesota;

7) Westridge Addition, according to the certified plat thereof, on file and of record in the office of the County Recorder of Otter Tail County, Minnesota;

8) Westridge Second Addition, according to the certified plat thereof, on file and of record in the office of the County Recorder of Otter Tail County, Minnesota;

9) Lot 1, Block 1 of Westridge Addition

Subject to easements, restrictions and reservations of record.

And further subject to the following:

Operation and Easement Agreement recorded November 30, 1999, as Document #856176,
Reciprocal Easement and Operation Agreement recorded May 30, 2001, as Document #882401,

Reciprocal Easement and Operation Agreement recorded May 30, 2001, as Document #882403,
Encroachment Agreement recorded May 30, 2001, as Document #882405,
First Amendment to Reciprocal Easement and Operation Agreement recorded July 26, 2005, as
Document #980750,
Operation and Easement Agreement recorded February 24, 2020, as Document #1233845, and
Operation and Easement Agreement recorded February 2, 2022, as Document #1272493.

**EXHIBIT B:
ASSUMED AGREEMENTS**

1. Operation and Easement Agreement recorded November 30, 1999, as Document #856176.
2. Reciprocal Easement and Operation Agreement recorded May 30, 2001, as Document #882401.
3. Reciprocal Easement and Operation Agreement recorded May 30, 2001, as Document #882403,
4. Encroachment Agreement recorded May 30, 2001, as Document #882405,
5. First Amendment to Reciprocal Easement and Operation Agreement recorded July 26, 2005, as Document #980750.
6. Operation and Easement Agreement recorded February 24, 2020, as Document #1233845.
7. Operation and Easement Agreement recorded February 2, 2022, as Document #1272493.

**EXHIBIT C:
ASSUMED REAL PROPERTY EXPENSES**

1.	Otter Tail Power Company	\$192,107.00
2.	Interstate Engineering	\$ 56,512.00
3.	Pemberton Law	\$ 37,000.00
4.	City of Fergus Falls (Utilities)	\$ 34,580.00
5.	Otter Tail County (Real Estate Taxes)	\$ 69,522.00
6.	Johnson Controls	\$ 772.00



Council Action Recommendation

Page 1 of 1

Meeting Date:

October 21, 2024

Subject:

Community Energy Transition (CET) Fund Joint Grant Request

Recommendation:

Authorize city staff to submit a joint application for \$1,000,000 of CET funds with Otter Tail County.

Background/Key Points:

The CET grant program administered by DEED is specifically designed to assist “eligible communities” in managing the economic dislocation associated with the closing of a local electric generating plant. An eligible community is “a county, municipality or tribal government... in which an electric generating plant owned by a public utility... that is powered by coal, nuclear energy, or natural gas... ceased operations or was removed from the local property tax base no earlier than five years before the date an application is made for a grant under the [program.]”

Energy transition grant funds were previously awarded to the City of Fergus Falls for the acquisition of the former Checker’s site, a project that is still underway. While the city has taken the lead on negotiating the purchase of the former Westridge Mall based on its existing relationship with the Westridge Mall Limited Partnership, the scale and complexity of the project as well as the fact that the city is already managing a CET grant make submission of a joint application with Otter Tail County a prudent decision.

Budgetary Impact:

No significant budgetary impact to the City of Fergus Falls. Upon assignment of the Purchase Agreement to Otter Tail County, the grant would cover all acquisition costs and Otter Tail County would be responsible for the ongoing redevelopment activities.

Respectfully Submitted:

Klara Beck
Community Development Director