



City of Fergus Falls Committee of the Whole Agenda

December 1, 2021
7:00 am
City Council Chambers

A. Call to Order

B. Roll Call

C. Discussion Items

1. Visit Fergus Falls Contract
Andrew Bremseth
Requested Action: Recommendation to the council to approve the 2022 contract with Visit Fergus Falls
2. Campus View Addition Preliminary Engineering Report
Brian Yavarow
Requested Action: Recommendation to the council to accept the Preliminary Engineering Report for PI 5958, the Campus View Addition
3. Airport Maintenance and Operations Agreement
Brian Yavarow
Requested Action: Recommendation to the council to accept the Airport Maintenance and Operations Agreement
4. NP Park Playground Improvements
Brian Yavarow
Requested Action: Recommendation to award the granular import quote to Barry Construction Inc. (BCI) in the amount of \$33,348.28 and to award the storm sewer improvement quote to Barry Construction Inc. (BCI) in the amount of \$14,569.62
5. Rural Child Care Innovation Program Grant
Klara Beck
Requested Action: Recommendation to the council authorizing the submission of an application to the Rural Child Care Innovation Program
6. Glacial Edge Trail Agreement
Klara Beck
Requested Action: Recommendation to the council to accept the amendment to the Glacial Edge Trail Master Plan and enter into a cooperative agreement with Otter Tail County for the Glacial Edge Trail

7. OSTPI Letter of Intent

Klara Beck

The city adjourn to a closed meeting to review confidential appraisal data pursuant to MN Statute Section 13D.05, subd. 3(c). The open meeting may resume to take action on the Letter of Intent to purchase city property

D. Additional Agenda Items

E. Announcements

December 6	5:30 pm	City Council Meeting
December 15	7:00 am	Committee of the Whole Meeting

Adjourn



Council Action Recommendation

Page 1 of 2

Meeting Date:

12/1/21 Committee, 12/6/21 Council Meeting

Subject:

Contract with Visit Fergus Falls

Recommendation:

Resolution approving a Local Convention and Tourism Agreement with Visit Fergus Falls and authorizing the Mayor and City Administrator to execute the agreement

Background/Key Points:

The Fergus Falls Convention and Visitor's Bureau (Visit Fergus Falls) has been providing tourism services to the City of Fergus Falls for many years. The last time an agreement was entered into between the City and the CVB was back in 2003 (18 years ago). That particular agreement allowed for automatic annual renewal, but it was supposed to be reviewed annually. It has been several years since the agreement was reviewed and much of the language is out of date.

The City was approached by Visit Fergus Falls to look at putting a new contract in place, which is simplified and updated. This proposed agreement will be for three years and then will renew annually unless terminated. A 60 day termination notice is required to end the contract.

A redline version is included in the packet and will show how many things were able to be eliminated or updated. First of all, lodging tax is a major component of the agreement. The City remits 97% of collected lodging tax to Visit Fergus Falls to carry out its duties and retains 3% to cover the cost of fiscal hosting services. City Code Chapter 9 covers the pertinent information as it relates to lodging tax, making much of the previous language cumbersome. Further, we wanted to allow the Visit Fergus Falls board additional latitude to be responsive to market conditions in the tourism industry. The language in the proposed agreement certainly honors the purpose of the lodging tax, but gives the board the ability to set goals and carry out objectives. Per the Visit FF bylaws, there is a Mayoral appointment on the board at all times. Currently, there are two City Councilmembers serving on the board. Finally, as mentioned, the City serves as the fiscal host, making much of the language pertaining to budgets, audits, accounts payable, etc. unnecessary, as that is all included within the scope of the City's role.

Besides simplifying and shortening the contract, there won't be any changes in how Visit FF operates or the relationship between the City and Visit FF. Visit FF is still tasked with promoting the City as a tourism destination and working to enhance and strengthen our hospitality sector. The only obligation of the City in this agreement is to serve as fiscal host, which we have been doing.

This agreement was approved by the Visit Fergus Falls Board at their November 15, 2021 meeting.

Budgetary Impact:

N/A

Originating Department:

Administration

Respectfully Submitted:

Andrew Bremseth, City Administrator

Attachments:

Local Convention and Tourism Agreement
Redline version

LOCAL CONVENTION AND TOURISM AGREEMENT

THIS AGREEMENT is entered into to be effective as of November __, 2021, by and between the **CITY OF FERGUS FALLS, MINNESOTA**, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as “City”, and the **FERGUS FALLS CONVENTION AND VISITOR’S BUREAU, INC.**, a non-profit corporation organized under the laws of the State of Minnesota, doing business as VISIT FERGUS FALLS, hereinafter referred to as “VFF”.

RECITALS

A. Pursuant to City Code § 36.02, the City has imposed a local tax on lodging to fund a convention and visitors bureau and,

B. Pursuant to Minnesota Statutes § 469.190 Subd. 3 and City Code § 36.14, ninety-five percent of the gross proceeds from any local lodging tax imposed shall be dedicated to fund a local convention or tourism bureau for the purpose of marketing and promoting the City as a tourist or convention center, and

C. The hospitality industry forms a major component of the City’s business and tax base, and

D. A healthy and vital hospitality industry is important to the overall well-being of the City, its residents, and businesses; and

E. The City deems it in the public interest to support the hospitality industry by promoting the City as a tourist, conference, and visitor destination;

WHEREAS, VFF is a local tourism or convention bureau organized for the purpose of marketing and promoting the CITY as a tourist or convention center.

WHEREAS It is in the best interests of the City to designate VFF as the local convention and visitors bureau to manage and administer the marketing and promoting of tourism in the City as a part of the City's overall economic development program.

NOW, THEREFORE, the parties agree as follows:

1. ***TERM.***

1.1 The term of this agreement shall be for three years from the date of commencement. This agreement will renew thereafter on an annual basis for a calendar year in accordance with the provisions of this agreement, until terminated.

1.2 The parties may terminate this agreement only as follows:

A. By either party, with or without cause, upon sixty (60) days written notice of election to terminate; or,

B. If the local lodging tax is eliminated, -the City may terminate this agreement immediately by delivering written notice of termination to VFF. For purposes under this section, termination shall be effective upon delivery of the notice.

1.3 Upon termination, all funds allocated or held by VFF, which remain in accounts for the purpose of funding VFF operations shall be remitted to the City, less such amounts as are necessary to cover obligations and expenses incurred by VFF prior to receiving notice of termination to carry out obligations of this agreement in accordance with the budget approved by the City.

2. ***SERVICES RENDERED BY VFF.***

2.1 VFF will provide sales and marketing services to attain the maximum benefit of the hospitality industry, primarily lodging and maximum usage of the City's hospitality industries.

2.2 VFF shall furnish the following services:

A. Perform and provide services necessary to promote the City as a travel destination for leisure and group business.

B. Plan, coordinate and conduct programs that attract visitors to the City.

C. Participate in the enhancement of community amenities that directly impact tourism.

D. Other services from time to time as requested by the City and approved by the board.

2.3 VFF shall not undertake any activity that conflicts with or reasonably appears to conflict with its rendering of service to the City under this agreement.

2.4 As representatives for the City, VFF staff and board members shall abide by the established government ethics relating to volunteers as set forth in City Code Chapter 33.

3. ***COLLECTION AND DISTRIBUTION OF THE LODGING TAX.***

3.1 The City shall remit to VFF, for funding of VFF, ninety-seven percent (97%) of the local lodging tax payment received by the City, less refunds, in the preceding month during the term of this Agreement.

4. ***FISCAL.***

4.1 The City shall be VFF's fiscal host.

5. ***HOLD HARMLESS INDEMNIFICATION AND INSURANCE***

5.1 Any and all employees of VFF, or other persons while engaged in the performance of any service required by VFF under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of VFF, its agents, or employees or other persons while so engaged in any of the services provided to be rendered herein, shall in no way be the obligation or responsibility of the City. In connection therewith, the VFF hereby agrees to indemnify, save and hold harmless, and defend the City and all of its officers, agents, and employees from any and all claims, demands, actions, or causes of action, of whatsoever nature or character arising out of or by reason of the execution of the performance of the services provided for in this Agreement.

5.2 VFF shall carry insurance to cover its employees and agents while performing services pursuant to this Agreement. Such insurance coverage shall include

comprehensive general liability and property damage to VFF and its employees and agents in such amounts as will equal the applicable limits of liability to which the City may be held pursuant to Minnesota Statute § 466.04 as the same may be amended from time to time VFF shall also carry worker's compensation as required by Minnesota Statutes § 176.181, Subdivision 2, and provide the City with proof of compliance with Minnesota Statutes § 176.182, as the same may be amended from time to time.

6. ***STRUCTURE OF ORGANIZATION.***

6.1 VFF shall maintain its non-profit tax status in compliance with state and federal law.

6.2 VFF shall consult with the City before adopting any modifications to the existing composition of the Board of Directors of VFF as presently set forth in its by-laws.

6.3 No employee of VFF shall serve on the Board of Directors of VFF.

6.4 No member of the City Council or employee of City shall have any interest in any contract made by VFF in performing its services.

7. ***CITY'S SERVICES.*** City may provide VFF with meeting rooms and such other staff as agreed to by the City Administrator of City and the Executive Director of VFF. City shall provide fiscal host services in the form of accounting and investment management as requested.

8. ***REPORTING PROCEDURES.*** VFF shall keep and maintain adequate records of the services performed and expenses incurred in carrying out the program

which is the basis of this agreement. VFF shall provide City with progress reports as requested from time to time.

9. **DEFAULT.** The City shall have the right, at all reasonable times, to inspect the books and records for the purpose of determining performance of the obligations of VFF hereunder. If VFF fails to keep and perform any of the covenants or agreements contained in this indenture, this agreement shall become void as determined solely by the City.

10. **ASSIGNABILITY.** This agreement shall not be assigned to any other party without the written consent of all parties.

11. **LAWS.** VFF will comply with all applicable federal, state and local laws in the performance of its obligations in this Agreement.

12. **DISCRIMINATION.** VFF in providing services hereunder shall comply with the provisions of Minnesota Statutes § 181.59 which is incorporated into this Agreement as set forth in its entirety and VFF shall not discriminate against any person or firm in any of its activities hereunder on the basis of race, creed, or color.

13. **ENTIRE AGREEMENT.** The covenants, stipulations and conditions herein contained constitute the entire Agreement.

IN WITNESS WHEREOF, the parties have set their signatures the day and year first above written.

THE CITY OF FERGUS FALLS

BY _____

Its Mayor

BY _____
Its City Administrator

FERGUS FALLS CONVENTION
AND VISITOR'S BUREAU, INC.
Doing business as VISIT FERGUS
FALLS

BY _____
Its Chairman

BY _____
Its Secretary

STATE OF MINNESOTA)
) SS
COUNTY OF OTTER TAIL)

The foregoing agreement was acknowledged before me this _____ day of
November 2021, by Ben Schierer and Andrew Bremseth, the Mayor and City
Administrator of the City of Fergus Falls, a Minnesota municipal corporation, on behalf
of said corporation.

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF OTTER TAIL)

The foregoing agreement was acknowledged before me this _____ day of
November 2021, by _____ and
_____, the Chairman and Secretary of the Fergus Falls
Convention and Visitor’s Bureau, Inc., a Minnesota non-profit corporation, doing
business as Visit Fergus Falls, on behalf of said corporation.

Notary Public

bjl/clients/city/convent.cnt/agremnt.j03

LOCAL CONVENTION AND TOURISM AGREEMENT

THIS AGREEMENT is entered into to be effective as of November 1, 2021, by

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and between the CITY OF FERGUS FALLS, MINNESOTA, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as "City", and the FERGUS FALLS CONVENTION AND VISITOR'S BUREAU, INC., a non-profit corporation organized under the laws of the State of Minnesota, doing business as VISIT FERGUS FALLS, hereinafter referred to as "VFF".

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RECITALS

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A. Pursuant to City Code § 36.02, the City has imposed a local tax on lodging to fund a convention and visitors bureau and,

Deleted: WHEREAS, City has heretofore adopted an ordinance relating to

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B. Pursuant to Minnesota Statutes § 469.190 Subd. 3 and City Code § 36.14, ninety-five percent of the gross proceeds from any local lodging tax imposed shall be dedicated to fund a local convention or tourism bureau for the purpose of marketing and promoting the City as a tourist or convention center, and

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C. The hospitality industry forms a major component of the City's business and tax base, and

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Deleted: WHEREAS, City has heretofore administered said program by the City's appointment of a Convention and Visitor's Bureau; said Convention and Visitor's Bureau has now been repealed and it is the desire of City to enter into a contract to administer said program with a private non-profit corporation; and,¶

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D. A healthy and vital hospitality industry is important to the overall well-being of the City, its residents, and businesses; and

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E. The City deems it in the public interest to support the hospitality industry by promoting the City as a tourist, conference, and visitor destination;

WHEREAS, VFF is a local tourism or convention bureau organized for the purpose of marketing and promoting the CITY as a tourist or convention center.

~~Deleted:~~ FFCVB
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~~Deleted:~~ or tourism

WHEREAS, It is in the best interests of the City to designate VFF as the local convention and visitors bureau to manage and administer the marketing and promoting of tourism in the City as a part of the City's overall economic development program.

~~Deleted:~~ performing such promotion; and,
~~Deleted:~~ It is in the collective opinion of the parties to this agreement that it
~~Deleted:~~ would be
~~Deleted:~~ citizens of the
~~Deleted:~~ of Fergus Falls

NOW, THEREFORE, the parties agree as follows:

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~~Deleted:~~ FFCVB

1. TERM.

~~Deleted:~~ were to manage and administer for the
~~Deleted:~~ and

1.1 The term of this agreement shall be for three years from the date of commencement. This agreement will renew thereafter on an annual basis for a calendar year in accordance with the provisions of this agreement until terminated.

~~Deleted:~~ in consideration of the mutual covenants herein contained,
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1.2 The parties may terminate this agreement only as follows:

A. By either party, with or without cause, upon sixty (60) days written notice of election to terminate; or,

~~Deleted:~~ Notwithstanding the automatic renewal provisions of this section, the parties shall review this agreement in full at least annually.

B. If the local lodging tax is eliminated, the City may terminate this agreement immediately by delivering written notice of termination to VFF. For purposes under this section, termination shall be effective upon delivery of the notice.

~~Deleted:~~ . . . A. . On or before October 1, 2004, and each subsequent year if this agreement is renewed, the FFCVB will initiate a request in writing to renew this agreement for the next calendar year. The City will respond in writing within thirty (30) days if it is the City's intention not to renew this agreement. Otherwise, the agreement will automatically renew for a one year term. Failure by FFCVB to provide a written request will cause this agreement to terminate.
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1.3 Upon termination, all funds allocated or held by VFF, which remain in accounts for the purpose of funding VFF operations shall be remitted to the City, less such amounts as are necessary to cover obligations and expenses incurred by VFF prior to receiving notice of termination to carry out obligations of this agreement in accordance with the budget approved by the City.

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2. SERVICES RENDERED BY VFF.

2.1 VFF will provide sales and marketing services to attain the

maximum benefit of the hospitality industry, primarily lodging and maximum usage of the City's hospitality industries.

2.2 VFF shall furnish the following services;

A. Perform and provide services necessary to promote the City as

a travel destination for leisure and group business,

B. Plan, coordinate and conduct programs that attract visitors to

the City,

C. Participate in the enhancement of community amenities that

directly impact tourism,

D. Other services from time to time as requested by the City and approved by the board.

2.3 VFF shall not undertake any activity that conflicts with or reasonably appears to conflict with its rendering of service to the City under this agreement.

2.4 As representatives for the City, VFF staff and board members shall abide by the established government ethics relating to volunteers as set forth in City Code Chapter 33.

3. COLLECTION AND DISTRIBUTION OF THE LODGING TAX.

~~OBLIGATIONS OF~~

~~FFCVB~~

~~FFCVB~~

~~for the City's businesses~~

~~2.2. FFCVB will provide support for the City events which promote the City as a destination for visitors. For purposes of this agreement, a visitor or tourist is defined as a non-resident of Fergus Falls who spends time or money within the borders of the City.~~

~~3~~

~~The activities performed by the FFCVB shall include but shall not be limited to the following:~~

~~visitor~~

~~destination and as a place for conferences, trade shows and other events;~~

~~B. Produce and distribute Fergus Falls promotional visitor information;~~
~~C. Prepare and present presentations to groups to attract visitors to the City;~~

~~D~~

~~; and,~~

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~~.~~

~~2.4. The FFCVB shall implement such~~

~~services from time to time as directed by the City in a duly adopted resolution.~~

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~~The FFCVB~~

~~volunteers~~

~~adopt a code of~~

~~relating to its Board of Directors and any and all employees and/or consultants it may engage in fulfilling its obligations under this agreement~~

~~.~~

~~3. FFCVB GOALS, MARKETING PLAN AND BUDGET.~~

~~3.1. Prior to December 1 of each year, the FFCVB shall submit its next year's work plan and line item operating budget to the City Council for its review. The budget shall detail with reasonable specificity the foreseeable uses for which funds shall be spent to provide the services described in Section 2.~~

~~4~~

3.1 The City shall remit to VFF, for funding of VFF, ninety-seven percent (97%) of the local lodging tax payment received by the City, less refunds, in the preceding month during the term of this Agreement.

4. FISCAL.

4.1 The City shall be VFF's fiscal host.

5. HOLD HARMLESS INDEMNIFICATION AND INSURANCE

5.1 Any and all employees of VFF, or other persons while engaged in the performance of any service required by VFF under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of VFF, its agents, or employees or other persons while so engaged in any of the services provided to be rendered herein, shall in no way be the obligation or responsibility of the City. In connection therewith, the VFF hereby agrees to indemnify, save and hold harmless, and defend the City and all of its officers, agents, and employees from any and all claims, demands, actions, or causes of action, of whatsoever nature or character arising out of or by reason of the execution of the performance of the services provided for in this Agreement.

5.2 VFF shall carry insurance to cover its employees and agents while performing services pursuant to this Agreement. Such insurance coverage shall include

~~Deleted:~~ 4.1 The rate of tax imposed upon lodging shall be determined, after consultation with FFCVB, by the City in its sole discretion.¶
4.2 The City shall bear sole responsibility for collection of the lodging tax.

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~~Deleted:~~ FFCVB shall maintain its accounting records in accordance with generally accepted accounting principles, practices and procedures. Invoices, contracts, vouchers and other documentation evidencing the nature and propriety of the charges and costs paid shall support all expenditure ... [2]

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comprehensive general liability and property damage to VFF and its employees and agents in such amounts as will equal the applicable limits of liability to which the City may be held pursuant to Minnesota Statute § 466.04 as the same may be amended from time to time VFF shall also carry worker's compensation as required by Minnesota Statutes § 176.181, Subdivision 2, and provide the City with proof of compliance with Minnesota Statutes § 176.182, as the same may be amended from time to time.

- ~~Deleted:~~ Before commencing to provide services hereunder, the FFCVB shall purchase
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- ~~Deleted:~~ insurance covering FFCVB employees, pursuant to to
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6. STRUCTURE OF ORGANIZATION.

6.1 VFF shall maintain its non-profit tax status in compliance with state and federal law.

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6.2 VFF shall consult with the City before adopting any modifications to the existing composition of the Board of Directors of VFF as presently set forth in its by-laws.

6.3 No employee of VFF shall serve on the Board of Directors of VFF.

6.4 No member of the City Council or employee of City shall have any

interest in any contract made by VFF in performing its services.

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7. CITY'S SERVICES. City may provide VFF with meeting rooms and such

other staff as agreed to by the City Administrator of City and the Executive Director of

VFF. City shall provide fiscal host services in the form of accounting and investment

management as requested.

8. REPORTING PROCEDURES. VFF shall keep and maintain adequate

records of the services performed and expenses incurred in carrying out the program

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which is the basis of this agreement. VFF shall provide City with progress reports as requested from time to time.

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9. **DEFAULT.** The City shall have the right, at all reasonable times, to inspect the books and records for the purpose of determining performance of the obligations of VFF hereunder. If VFF fails to keep and perform any of the covenants or agreements contained in this indenture, this agreement shall become void as determined solely by the City.

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Deleted: at the option of City provided that City shall first give to FFCVB at least thirty (30) days written notice of its intention to forfeit this agreement and shall set forth therein the specific breach of the agreement and the City's intention to declare this agreement forfeited, if such breach be continued. Such notice shall be served in the manner hereinafter provided and after the expiration of said thirty (30) days notice, this agreement shall be void provided FFCVB is then in default, respecting the complaint of covenant and agreement, and the City shall then be entitled to possession of all of the items of personal property, materials, etc., that it is entitled to.

10. **ASSIGNABILITY.** This agreement shall not be assigned to any other party without the written consent of all parties.

11. **LAWS.** VFF will comply with all applicable federal, state and local laws in the performance of its obligations in this Agreement.

Deleted: 11. NAMED REPRESENTATIVE. ¶

11.1 FFCVB agrees to file a written notice with City of a name of a person to whom all calls and correspondence may be referred to as it relates to the organization and administration of FFCVB. Said notice shall contain the name, address and telephone number of said representative and shall be filed with the office of the City Administrator of the City of Fergus Falls, Minnesota.¶

12. **DISCRIMINATION.** VFF in providing services hereunder shall comply with the provisions of Minnesota Statutes § 181.59 which is incorporated into this Agreement as set forth in its entirety and VFF shall not discriminate against any person or firm in any of its activities hereunder on the basis of race, creed, or color.

11.2 Any other notice provided for shall be given by registered mail, if in the case of the City, to the office of the City Administrator, City Hall, Fergus Falls, Minnesota; and in the case of FFCVB, to the person whose name has been filed with a notice required in this paragraph. The person and place to which notices are to be mailed may be changed from time to time by written notice given to the other party.

13. **ENTIRE AGREEMENT.** The covenants, stipulations and conditions herein contained constitute the entire Agreement.

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Deleted: shall inure to the benefit of and shall be binding upon the successors and assigns of the parties hereto.¶

IN WITNESS WHEREOF, the parties have set their signatures the day and year first above written.

THE CITY OF FERGUS FALLS

BY _____

Its Mayor

BY _____
Its City Administrator

FERGUS FALLS CONVENTION
AND VISITOR'S BUREAU, INC.
Doing business as VISIT FERGUS
FALLS

BY _____
Its Chairman

BY _____
Its Secretary

STATE OF MINNESOTA)
) SS
COUNTY OF OTTER TAIL)

The foregoing agreement was acknowledged before me this _____ day of

November 2021, by Ben Schierer and Andrew Bremseth, the Mayor and City

Administrator of the City of Fergus Falls, a Minnesota municipal corporation, on behalf
of said corporation.

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- Deleted: Russell Q. Anderson
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- Deleted: Mark Sievert

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF OTTER TAIL)

The foregoing agreement was acknowledged before me this _____ day of

November 2021, by _____ and _____
_____, the Chairman and Secretary of the Fergus Falls
Convention and Visitor’s Bureau, Inc., a Minnesota non-profit corporation, doing
business as Visit Fergus Falls, on behalf of said corporation.

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Deleted:03

Notary Public

3. *FFCVB GOALS, MARKETING PLAN AND BUDGET.*

3.1 Prior to December 1 of each year, the FFCVB shall submit its next year's work plan and line item operating budget to the City Council for its review. The budget shall detail with reasonable specificity the foreseeable uses for which funds shall be spent to provide the services described in Section 2.

3.2 The scope and content of the FFCVB's advertising, promotional data, informative brochures, and media material shall be submitted to the City Administrator.

3.3 The FFCVB shall provide such other information and reports as requested by the City.

FFCVB shall maintain its accounting records in accordance with generally accepted accounting principles, practices and procedures. Invoices, contracts, vouchers and other documentation evidencing the nature and propriety of the charges and costs paid shall support all expenditures.

5.2 The FFCVB shall maintain all financial records, including supporting documentation, for a period not less than seven (7) years.

5.3 The FFCVB shall, at any time during normal business hours and as often as the City Administrator or his or her delegate may deem necessary, make its records with respect to all things covered by this agreement available to City

representatives and shall permit the representatives to examine or audit its records, or make excerpts or transcripts from such records.

5.4 The FFCVB shall provide to the City a copy of the FFCVB's monthly financial statement.

5.5 The FFCVB shall not spend or otherwise obligate itself financially in excess of the revenues received.

5.6 No later than 180 days after the fiscal year end, the FFCVB shall submit to the City an audited financial report of the FFCVB for the fiscal year just ended, prepared by an independent certified public accountant.

5.7 The FFCVB shall obtain fidelity bonds in the amount of \$15,000.00 covering officers and employees of the FFCVB who handle or disburse monies or sign or countersign checks of the FFCVB.

5.8 No employee of FFCVB shall accept any gift for services rendered under this agreement.

The FFCVB shall, for purposes of this agreement, be deemed to be an independent contractor, and not an employee of the City.



Council Action Recommendation

Page 1 of 1

Meeting Date:

December 1, 2021 – Committee of the Whole

December 6, 2021 – City Council

Subject:

P.I. No. 5958 - Campus View Estates Development

Recommendation:

- Accept the Preliminary Engineering Feasibility Report for PI No. 5958

Background/Key Points:

The Preliminary Engineering Feasibility Report is complete for the above referenced project. In general from an engineering standpoint, this project is feasible, cost effective, and necessary. Please refer to the attached report for detailed information.

This public improvement project is proposed to be special assessed per City Policy and MN Statue Chapter 429 requirements. The work items funded by special assessments consists of street with a sidewalk, sanitary sewer main with services, watermain with services, and storm sewer improvements to serve the benefitting properties.

On November 15, 2021 this Council scheduled the **Preliminary Improvement Project Hearing for December 20, 2021 beginning at 5:30 P.M. in these Council Chambers.** A legal publication along with individual notices will be sent to all subject properties.

The overall project schedule has been developed in attempts to start construction in spring, 2022. However, future City Council action will be required to maintain the tentative schedule.

Budgetary Impact:

The total preliminary estimated project cost is \$1,795,645.00. Tentatively the primary funding source is G.O. Tax Abatement Bonds. The project is to be funded by levying special assessments to the benefitting properties. In doing so, the collection of Tax Increment to replace the special assessments to fund the bonds.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. - City Engineer

Attachments:

Preliminary Engineering Feasibility Report for PI No. 5958

**PRELIMINARY ENGINEERING REPORT
CAMPUS VIEW ESTATES DEVELOPMENT
PARK STREET TO NORTH UNION AVENUE
PI NO. 5958
FERGUS FALLS, MINNESOTA**

Prepared For:

**City Engineering Department
Fergus Falls, Minnesota**

PREPARED BY:



FERGUS FALLS, MINNESOTA

November 2021

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**PRELIMINARY ENGINEERING REPORT
CAMPUS VIEW ESTATES DEVELOPMENT
PARK STREET TO NORTH UNION AVENUE
PI NO. 5958
FERGUS FALLS, MINNESOTA**

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



Alexander Schwarzhoff, PE
License No. 47119

11-24-2021

Date

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**PRELIMINARY ENGINEERING REPORT
CAMPUS VIEW ESTATES DEVELOPMENT
PARK STREET TO NORTH UNION AVENUE
PI NO. 5958
FERGUS FALLS, MINNESOTA**

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ATTACHMENTS

Attachment 1

FIGURES

- Figure 1 Plat of Property
- Figure 2 Location and Layout
- Figure 3 Topographic and Drainage Map
- Figure 4 Proposed Assessment Roles

Attachment 2

Engineer's Opinion of Probable Cost

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I. EXECUTIVE SUMMARY

Interstate Engineering is pleased to submit this Preliminary Engineering Report to the City of Fergus Falls for review of proposed infrastructure to be constructed to provide the public with a road, city utilities, and sidewalks for the proposed Campus View Estates Development. This report investigates the feasibility of the proposed infrastructure, provides a project cost estimate, and recommends a method for financing and funding the project.

The existing site is a grass field with a section of trees in the Southern portion of the site. There are existing utilities, including watermain, sanitary sewer, and storm sewer accessible on Park Street.

The alternatives provided are the “Do Nothing” alternative and the additions of 8” water and sewer mains, utility services for each unit, a storm sewer system including a stormwater detention pond and inlet/outlet control structures, and a new street running through the site connecting North Union Avenue to Park Street. The infrastructure additions are a necessary and cost-effective method to provide access and city utilities to the Campus View Estates Development.

The total project cost is estimated at \$1,795,000. That includes a 25% contingency and a 20% allowance for engineering and administration. The project is proposed to be 100% funded through special assessments.

II. INTRODUCTION

A. Project Scope

The reason for this report is a request from the City of Fergus Falls to evaluate the feasibility of infrastructure additions necessary to serve the proposed Campus View Estates Development the location of which is shown in Figure 2.

The added infrastructure necessary for this site includes watermain and services, storm sewer, sanitary sewer main and services, and a new road connecting Park Street to North Union Avenue.

B. Project Data

For the purpose of preparing the Conceptual Design Report information was collected and utilized from the following available sources:

- City Maps and Records of the sewer and water mains surrounding the site.
- Plat of the subdivided property showing the new lot lines.
- Topographic survey.
- Aerial photography.
- Meetings with City of Fergus Falls staff.

III. EXISTING CONDITIONS

A. Utilities

The only utilities existing on the site are on Park Street. Park Street currently has an 6" watermain, an 8" sanitary sewer main and 18" and 30" storm sewers all of which are accessible to connect new utilities to serve the site.

B. Topography

The existing topography and an aerial photograph of the site along with the general surface flow directions of the existing topography are shown in Figure 3. The site is currently a grass field with a section of trees on the southern portion of the property. The site largely flows to the east to the storm sewer system on and along Park Street.

IV. ALTERNATIVES

The main focus of this Preliminary Engineering Report is to present a solution for providing road and utility infrastructure for the Campus View Estates Development. Described below is a list of alternates which can be considered by the City.

A. Do Nothing

Doing nothing is always an alternative and therefore, is mentioned here. Without installing additional infrastructure, the Campus View Estates Development would not have access or city utilities and therefor would not be a feasible project. The only locations that would be available for development would be the fourteen lots along Park Street.

B. Infrastructure Additions

1. Street

A new 36-foot-wide bituminous street is proposed to be built as shown in Figure 2. The street will have curb and gutter on both sides and sidewalk on one side. The street is needed to provide access to the lots that do not have frontage on Park Street.

2. Watermain

A new 8" PVC watermain would connect to the existing 6" watermain that is on the East side of Park Street. The new watermain will run along the new street and be capped at the Southwest corner of the site as there is no existing watermain on North Union Avenue. Three hydrants will need to be installed to meet Minnesota Fire Code spacing requirements.

The watermain work will also include providing services from the main to the edge of the Right of Way point for each lot.

3. Sanitary Sewer

Similar to watermain, sanitary sewer will connect to an existing 8" sanitary sewer main on Park Street. The proposed 8" sewer main will flow from the Southwest corner of the site to the Northeast corner along the new street where it connects to Park Street. Five manholes will also be required.

The sanitary sewer work will also include providing services from the main to the edge of the Right of Way point for each lot.

4. Storm Sewer

A stormwater pond will be constructed to control drainage and the site will be graded to flow to the pond or the new street. At least two inlet structures will be needed to collect the stormwater from the new street and a 12-18" storm sewer main will connect those inlets to the pond. An outlet control structure and 30" main line will be installed to connect the pond to the existing storm sewer running along Park Street.

V. FINANCING/FUNDING

A. Financing

The proposed method of financing for the Campus View Estates Development project is through General Obligation Tax Increment Bonds while using special assessments to pay the debt service on the bonds.

The total estimated project cost is \$1,795,000. That includes a 25% allowance for contingencies and an estimated cost for engineering, administration, and legal fees. The detailed cost estimate is shown in attachment 2.

B. Funding

Special assessments are planned to cover 100% of the project cost. Proposed special assessment roles are included in this report as Figure 4. Special Assessments were calculated in accordance with the City policy for funding new construction projects. This policy allows as an extension of the water, sewer, and street to assess the full cost of the construction to the affected properties based on adjusted frontage, lot square footage or per unit.

For this project the assessments will be applied in the following manner:

1. Watermains, sanitary sewer mains, and street construction will be assessed to the properties on Campus View Drive with the cost divided equally on a per unit basis as each unit will see similar benefit.
 - a. Lot 1 Block 1 will be assessed based on the 10 units proposed for that lot.

2. The water and sanitary sewer services along with sidewalk and driveways will be assessed to all the units in the entire development on a per unit basis as each unit will be connected to services, driveways and sidewalks of similar length.
 - a. Lot 1 Block 1 will be assessed based on the 10 units proposed for that lot.
 - b. All the units on Park Street will have their assessments for this project reduced by an equal share of the existing deferred special assessments. This is to account for the existing services and deferred assessments on these lots.
3. All storm water and turf establishment will be assessed to all lots in the development on a per square foot basis to account for the storm water attributed to the system by each lot.

VI. SUMMARY

Interstate Engineering, Inc. identified necessary infrastructure additions for the completion of the Campus View Estates Development. There is currently no infrastructure at the site. The project would include street, storm sewer, sanitary sewer, watermain, and services. The total project cost is estimated at \$1,795,000 and it is proposed to be funded through special assessments.

After reviewing the details of this project Interstate Engineering determined that this project is a necessary, cost effective, and feasible method to provide the access and city utilities required for the Campus View Estates Development.

ATTACHMENT 1

FIGURES

FIGURE		DESCRIPTION
FIGURE 1		PLAT OF PROPERTY
FIGURE 2		LOCATION AND LAYOUT
FIGURE 3		TOPOGRAPHY AND DRAINAGE
FIGURE 4		PROPOSED ASSESSMENT ROLES
FIGURE 5		ENGINEER'S OPINION OF PROBABLE COST

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ATTACHMENT 1
PLAT OF PROPERTY

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CAMPUS VIEW ESTATES ADDITION

A REPLAT OF BLOCK 1, BLOCK 2, BLOCK 3, and OUTLOT B, CAMPUS ADDITION TO THE CITY OF FERGUS FALLS, OTTER TAIL COUNTY, MINNESOTA PART OF THE SE¹/₄, SECTION 27, T133N, R43W

OWNER'S CERTIFICATE

KNOW ALL PERSONS BY THESE PRESENTS: That Prairie View Development, LLC, a Minnesota limited liability company, owner of the following described property situated in part of the Southeast Quarter of Section 27, Township 133 North, Range 43 West in the City of Fergus Falls, County of Otter Tail, State of Minnesota:

Lots 1 through 13 inclusive in Block 1 and Lots 1 through 11 inclusive in Block 2 and Lots 1 through 10 inclusive in Block 3 and Outlot B, all in the plat of CAMPUS ADDITION to the City of Fergus Falls.

Has caused the same to be surveyed and platted as CAMPUS VIEW ESTATES ADDITION, a replat of Block 1, Block 2, Block 3, and Outlot B, CAMPUS ADDITION, and does hereby dedicate to the public, for public use forever, the public ways and easements for installation and maintenance of utilities and drainage facilities over, under and along the strips shown hereon as utility easements.

In witness whereof said Prairie View Development, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper partners this 5th day of October, 2021.

Signed: Prairie View Development, LLC

LaWayne Rogness
LaWayne Rogness, partner

Donavan Rogness
Donavan Rogness, partner

STATE OF Minnesota)
COUNTY OF Otter Tail) ss.

The foregoing instrument was acknowledged before me this 5th day of October, 2021, by LaWayne Rogness, partner and Donovan Rogness, partner of Prairie View Development, LLC, a Minnesota limited liability company.

Carly Page
Notary Public



My Commission expires 1/31/23

SURVEYOR'S CERTIFICATE

I, Michael L. Fitchall, do hereby certify that this plat of CAMPUS VIEW ESTATES ADDITION, a replat of Block 1, Block 2, Block 3, and Outlot B, CAMPUS ADDITION, was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; that all public ways are shown and labeled on this plat; and that I have reviewed this plat and found it to be in compliance with the surveying requirements of the City of Fergus Falls Zoning and Subdividing Ordinance and Chapter 505 Minnesota Statutes.

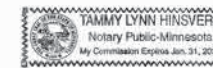
Dated this 21st day of SEPTEMBER, 2021.

Michael L. Fitchall
Michael L. Fitchall, Licensed Land Surveyor
Minnesota License No. 44896

STATE OF MINNESOTA)
COUNTY OF OTTER TAIL) ss.

The foregoing instrument was acknowledged before me this 21st day of September, 2021, by Michael L. Fitchall.

Tammy Lynn Hinsverk
Notary Public



My Commission expires 1/31/2022

CURVE	DELTA	ARC LENGTH	RADIUS
①	10°10'34"	17.05'	96.00'
②	17°50'10"	29.88'	96.00'
③	17°49'50"	29.88'	96.00'
④	19°32'51"	32.75'	96.00'
⑤	17°49'59"	29.88'	96.00'
⑥	6°46'37"	11.35'	96.00'

LEGEND

- FOUND MONUMENT
- SET MONUMENT 58" X 24" REBAR WITH YELLOW PLASTIC CAP MARKED LS 44896
- PLAT BOUNDARY
- LOT BOUNDARY
- - - EXISTING LOT LINE

NOTE: THE EAST LINE OF CAMPUS VIEW ESTATES ADDITION IS ASSUMED TO HAVE A BEARING OF SOUTH 01 DEGREES 43 MINUTES 50 SECONDS WEST

PLANNING COMMISSION APPROVAL

Approved by the Planning Commission of the City of Fergus Falls, Minnesota this 23 day of August, 2021.

Signed: *[Signature]*
Chairperson

Signed: *[Signature]*
Secretary

CITY COUNCIL APPROVAL

Approved by the City of Fergus Falls this 9th day of September, 2021.

Signed: *[Signature]*
Mayor

Signed: *[Signature]*
City Administrator

CITY ENGINEER'S APPROVAL

Approved by the City Engineer, City of Fergus Falls, Minnesota this day 29th of September, 2021.

Signed: *[Signature]*
City Engineer

COUNTY TREASURER'S CERTIFICATE

I hereby certify that taxes for the year 2021 for the land described within are paid.

Signed: *[Signature]*
County Treasurer

ATTORNEY'S CERTIFICATE

I hereby certify that proper evidence of title has been presented to and examined by me and I hereby approve this plat as to form and execution.

Signed: *[Signature]*
Attorney

COUNTY AUDITOR'S CERTIFICATE

No delinquent taxes due and transfer entered this 7th day of October, 2021.

Signed: *[Signature]*
County Auditor

Signed: *[Signature]*
Deputy

COUNTY RECORDER'S CERTIFICATE

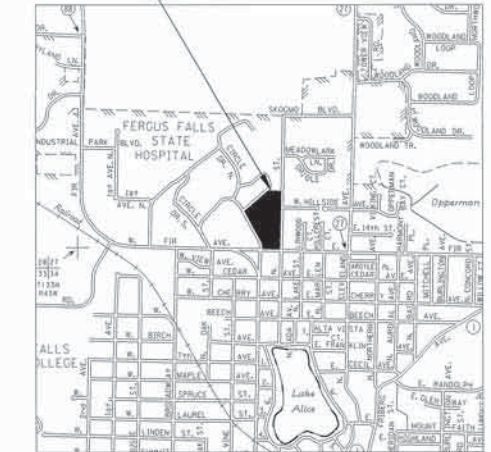
I hereby certify that this instrument was filed in the office of the County Recorder for record on this 7th day of October, 2021 at 11:09 AM o'clock and was duly recorded in this Book of Plats on Page 189 as

Document No. 1266621

Signed: *[Signature]*
County Recorder

Signed: *[Signature]*
Deputy

PROJECT LOCATION



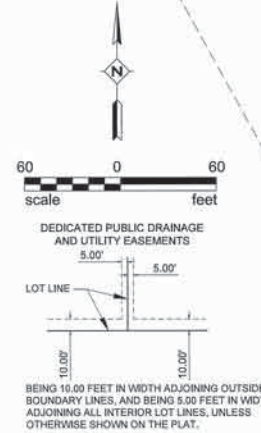
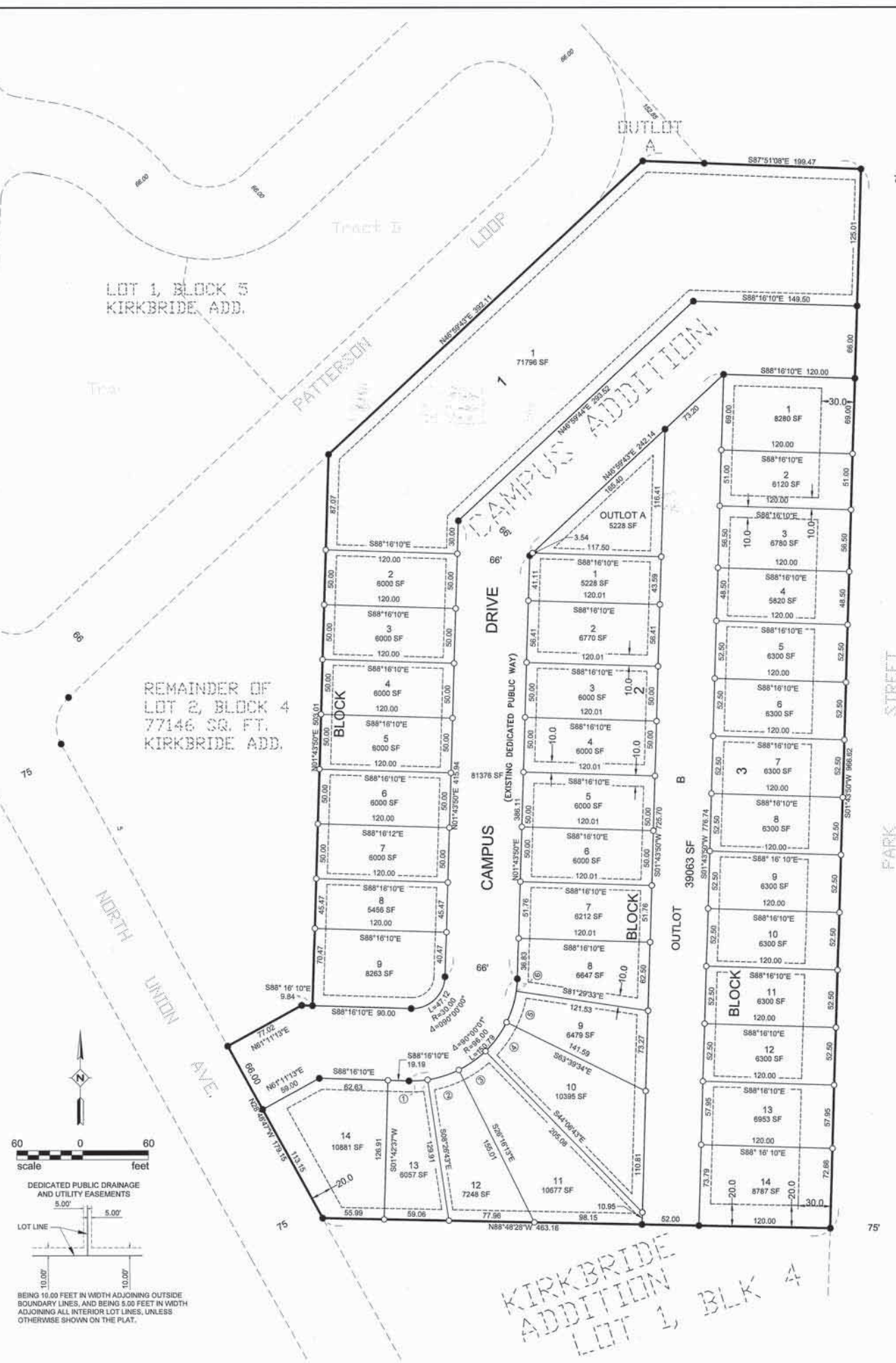
VICINITY MAP

"NOT TO SCALE"

Surveyed & Platted by:



Professionals you need, people you trust
P.O. Box 316, Fergus Falls, MN 56538-0316
(218) 739-5545



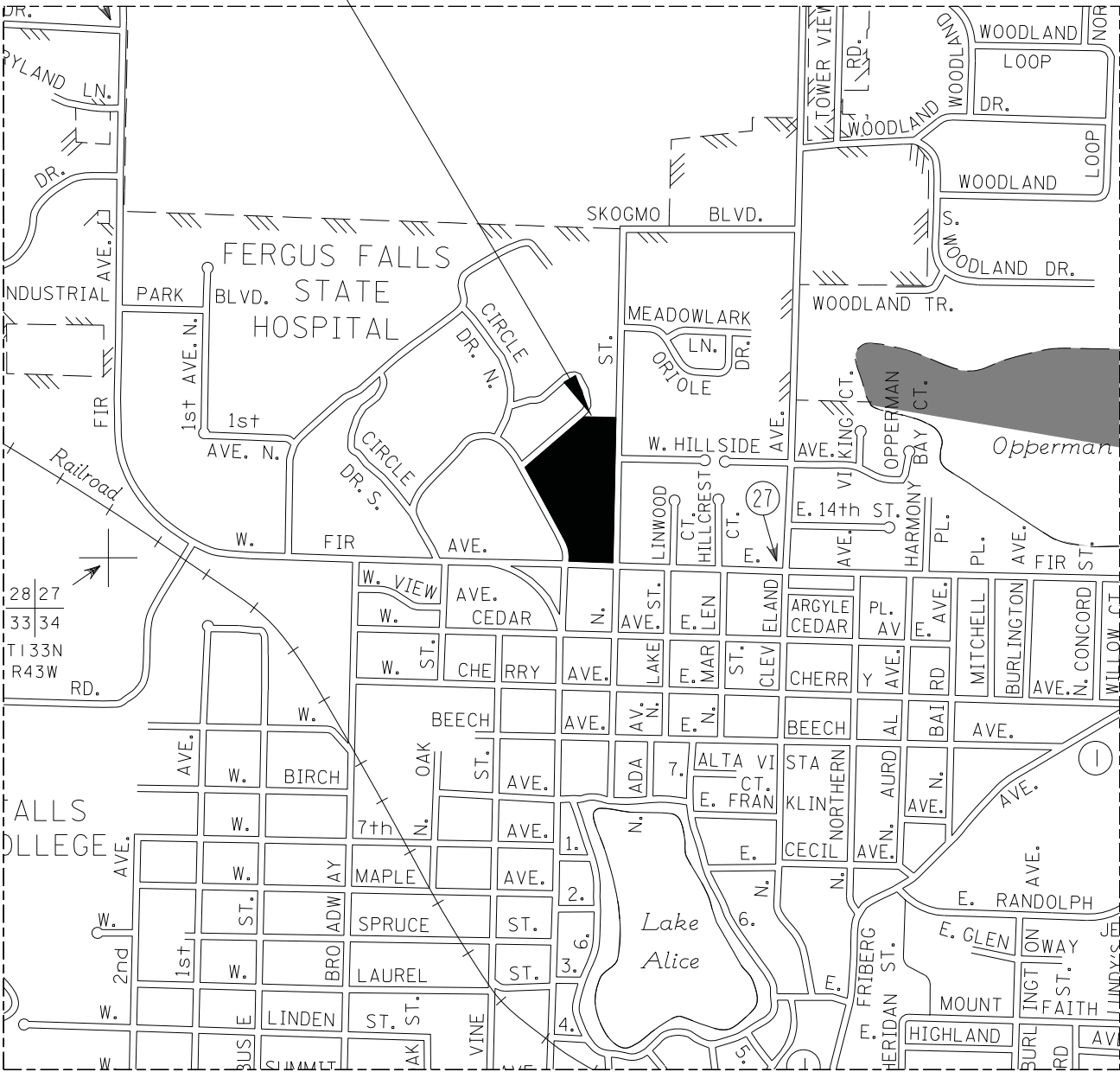
KIRKBRIDE ADDITION LOT 1, BLK 4

ATTACHMENT 2
LOCATION AND LAYOUT

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PROJECT LOCATION



Location and Layout



Professionals you need, people you trust
 P.O. Box 316, Fergus Falls, Mn 56538-0316
 (218) 738-5545

ATTACHMENT 3

TOPOGRAPHY AND DRAINAGE

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ATTACHMENT 4

PROPOSED ASSESSEMENT ROLES

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**PROPOSED SPECIAL ASSESMENT ROLES
CAMPUS VIEW ESTATES DEVELOPMENT
PUBLIC IMPROVEMENT No. C.P. 5958
FERGUS FALLS, MINNESOTA
11/23/2021**

LEGAL DESCRIPTION	ADDRESS	OWNER'S NAME	PARCEL ID	SQUARE FOOTAGE	STREET PI No. 5345 (\$ PER UNIT)	WATERMAIN PI No. 8226 (\$ PER UNIT)	SANITARY SEWER MAIN PI No. 7211 (\$ PER UNIT)	SERVICES PI No. 8226/7211 (\$ PER UNIT)	STORM SEWER PI No. 5345 (\$ PER SQ FT)	TOTAL ASSESMENT
Campus View Estates Block 1 Lot 1	1473 Campus Dr	Prairie View Development	71003991979000	71796	\$ 123,014.38	\$ 53,937.19	\$ 32,458.75	\$ 178,026.60	\$ 77,229.74	\$ 464,666.65
Campus View Estates Block 1 Lot 2	1457 Campus Dr	Prairie View Development	71003991980000	6000	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 6,454.10	\$ 45,197.79
Campus View Estates Block 1 Lot 3	1455 Campus Dr	Prairie View Development	71003991981000	6000	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 6,454.10	\$ 45,197.79
Campus View Estates Block 1 Lot 4	1447 Campus Dr	Prairie View Development	71003991982000	6000	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 6,454.10	\$ 45,197.79
Campus View Estates Block 1 Lot 5	1445 Campus Dr	Prairie View Development	71003991983000	6000	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 6,454.10	\$ 45,197.79
Campus View Estates Block 1 Lot 6	1439 Campus Dr	Prairie View Development	71003991984000	6000	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 6,454.10	\$ 45,197.79
Campus View Estates Block 1 Lot 7	1437 Campus Dr	Prairie View Development	71003991985000	6000	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 6,454.10	\$ 45,197.79
Campus View Estates Block 1 Lot 8	1431 Campus Dr	Prairie View Development	71003991986000	5456	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 5,868.93	\$ 44,612.62
Campus View Estates Block 1 Lot 9	1429 Campus Dr	Prairie View Development	71003991987000	8263	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 8,888.37	\$ 47,632.06
Campus View Estates Block 2 Lot 1	1456 Campus Dr	Prairie View Development	71003991988000	5228	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 5,623.67	\$ 44,367.36
Campus View Estates Block 2 Lot 2	1454 Campus Dr	Prairie View Development	71003991989000	6770	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 7,282.37	\$ 46,026.07
Campus View Estates Block 2 Lot 3	1448 Campus Dr	Prairie View Development	71003991990000	6000	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 6,454.10	\$ 45,197.79
Campus View Estates Block 2 Lot 4	1446 Campus Dr	Prairie View Development	71003991991000	6000	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 6,454.10	\$ 45,197.79
Campus View Estates Block 2 Lot 5	1438 Campus Dr	Prairie View Development	71003991992000	6000	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 6,454.10	\$ 45,197.79
Campus View Estates Block 2 Lot 6	1436 Campus Dr	Prairie View Development	71003991993000	6000	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 6,454.10	\$ 45,197.79
Campus View Estates Block 2 Lot 7	1430 Campus Dr	Prairie View Development	71003991994000	6212	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 6,682.14	\$ 45,425.83
Campus View Estates Block 2 Lot 8	1428 Campus Dr	Prairie View Development	71003991995000	6647	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 7,150.07	\$ 45,893.76
Campus View Estates Block 2 Lot 9	1424 Campus Dr	Prairie View Development	71003991996000	6479	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 6,969.35	\$ 45,713.04
Campus View Estates Block 2 Lot 10	1422 Campus Dr	Prairie View Development	71003991997000	10395	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 11,181.73	\$ 49,925.42
Campus View Estates Block 2 Lot 11	1420 Campus Dr	Prairie View Development	71003991998000	10677	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 11,485.07	\$ 50,228.76
Campus View Estates Block 2 Lot 12	1418 Campus Dr	Prairie View Development	71003991999000	7248	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 7,796.55	\$ 46,540.24
Campus View Estates Block 2 Lot 13	1416 Campus Dr	Prairie View Development	71003992000000	6057	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 6,515.41	\$ 45,259.10
Campus View Estates Block 2 Lot 14	1414 Campus Dr	Prairie View Development	71003992001000	10881	\$ 12,301.44	\$ 5,393.72	\$ 3,245.88	\$ 17,802.66	\$ 11,704.51	\$ 50,448.20
Campus View Estates Block 3 Lot 1	1515 Park St	Prairie View Development	71003992002000	8280	\$ -	\$ -	\$ -	\$ 15,552.78	\$ 8,906.66	\$ 24,459.43
Campus View Estates Block 3 Lot 2	1513 Park St	Prairie View Development	71003992003000	6120	\$ -	\$ -	\$ -	\$ 15,552.78	\$ 6,583.18	\$ 22,135.96
Campus View Estates Block 3 Lot 3	1509 Park St	Prairie View Development	71003992004000	6780	\$ -	\$ -	\$ -	\$ 15,552.78	\$ 7,293.13	\$ 22,845.91
Campus View Estates Block 3 Lot 4	1507 Park St	Prairie View Development	71003992005000	5820	\$ -	\$ -	\$ -	\$ 15,552.78	\$ 6,260.48	\$ 21,813.25
Campus View Estates Block 3 Lot 5	1503 Park St	Prairie View Development	71003992006000	6300	\$ -	\$ -	\$ -	\$ 15,552.78	\$ 6,776.80	\$ 22,329.58
Campus View Estates Block 3 Lot 6	1501 Park St	Prairie View Development	71003992007000	6300	\$ -	\$ -	\$ -	\$ 15,552.78	\$ 6,776.80	\$ 22,329.58
Campus View Estates Block 3 Lot 7	1429 Park St	Prairie View Development	71003992008000	6300	\$ -	\$ -	\$ -	\$ 15,552.78	\$ 6,776.80	\$ 22,329.58
Campus View Estates Block 3 Lot 8	1427 Park St	Prairie View Development	71003992009000	6300	\$ -	\$ -	\$ -	\$ 15,552.78	\$ 6,776.80	\$ 22,329.58
Campus View Estates Block 3 Lot 9	1421 Park St	Prairie View Development	71003992010000	6300	\$ -	\$ -	\$ -	\$ 15,552.78	\$ 6,776.80	\$ 22,329.58
Campus View Estates Block 3 Lot 10	1419 Park St	Prairie View Development	71003992011000	6300	\$ -	\$ -	\$ -	\$ 15,552.78	\$ 6,776.80	\$ 22,329.58
Campus View Estates Block 3 Lot 11	1415 Park St	Prairie View Development	71003992012000	6300	\$ -	\$ -	\$ -	\$ 15,552.78	\$ 6,776.80	\$ 22,329.58
Campus View Estates Block 3 Lot 12	1413 Park St	Prairie View Development	71003992013000	6300	\$ -	\$ -	\$ -	\$ 15,552.78	\$ 6,776.80	\$ 22,329.58
Campus View Estates Block 3 Lot 13	1409 Park St	Prairie View Development	71003992014000	6300	\$ -	\$ -	\$ -	\$ 15,552.78	\$ 6,776.80	\$ 22,329.58
Campus View Estates Block 3 Lot 14	1407 Park St	Prairie View Development	71003992015000	6953	\$ -	\$ -	\$ -	\$ 15,552.78	\$ 7,479.22	\$ 23,032.00
Campus View Estates Block 3 Lot 14	1407 Park St	Prairie View Development	71003992016000	8787	\$ -	\$ -	\$ -	\$ 15,552.78	\$ 9,452.03	\$ 25,004.80

315249

NOTE: EXISTING DEFERRED SPECIAL ASSESMENTS ON THE PROPERTIES IN BLOCK 3 WERE SUBTRACTED FROM THE NEW SPECIAL ASSESMENTS AND A PROPORTIONAL AMOUNT ADDED TO THE PROPERTIES IN BLOCKS 1 AND 2 TO EQUALIZE THE TOTAL SPECIAL ASSESMENT ON EACH UNIT FOR SERVICES

ATTACHMENT 5

ENGINEERS OPINION OF PROBABLE COST

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**ENGINEER'S OPINION OF PROBABLE COST FOR CONSTRUCTION
ASSESSMENT SPLIT
CAMPUS VIEW ESTATES DEVELOPMENT
PUBLIC IMPROVEMENT No. 5958
FERGUS FALLS, MINNESOTA
November 23, 2021**

BASE BID

ITEM NO.	SPEC. NUMBERS	ITEM DESCRIPTION	UNITS	UNIT PRICE	STREET PI No. 5345		WATERMAIN PI No. 8226		SANITARY MAIN PI No. 7211		SERVICES PI No. 8226/7211		STORMWATER PI No. 5345		TOTAL			
					EST. QUAN.	EXTENDED COST	EST. QUAN.	EXTENDED COST	EST. QUAN.	EXTENDED COST	EST. QUAN.	EXTENDED COST	EST. QUAN.	EXTENDED COST	EST. QUAN.	EXTENDED COST		
1	2,021.50	MOBILIZATION	LUMP SUM	\$ 50,000.00	0.22	\$ 10,951.63	0.10	\$ 4,799.08	0.06	\$ 2,867.64	0.44	\$ 21,949.02	0.19	\$ 9,432.63	1	\$ 50,000.00		
2	2,104.50	REMOVE CURB AND GUTTER	LIN FT	\$ 8.00		\$ -		\$ -		\$ -	350	\$ 2,800.00		\$ -	350	\$ 2,800.00		
3	2,104.50	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$ 5.00		\$ -		\$ -		\$ -	490	\$ 2,450.00		\$ -	490	\$ 2,450.00		
4	2,104.50	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$ 15.00		\$ -		\$ -		\$ -	235	\$ 3,525.00		\$ -	235	\$ 3,525.00		
5	2,105.51	COMMON EXCAVATION (CV)	CU. YD.	\$ 8.00		\$ -		\$ -		\$ -		\$ -	10000	\$ 80,000.00	10000	\$ 80,000.00		
6	2,123.61	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	\$ 200.00		\$ -		\$ -		\$ -		\$ -	15	\$ 3,000.00	15	\$ 3,000.00		
7	2,211.50	AGGREGATE BASE CLASS 5 (CV)	TON	\$ 30.00	2,200	\$ 66,000.00		\$ -		\$ -		\$ -		\$ -	2,200	\$ 66,000.00		
8	2,357.61	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	\$ 3.50	470	\$ 1,645.00		\$ -		\$ -		\$ -		\$ -	470	\$ 1,645.00		
9	2,360.50	TYPE SP 12.5 WEARING COURSE MIX (2,F)	TON	\$ 100.00	425	\$ 42,500.00		\$ -		\$ -		\$ -		\$ -	425	\$ 42,500.00		
10	2,360.50	TYPE SP 12.5 NON-WEARING COURSE MIX (2,F)	TON	\$ 100.00	850	\$ 85,000.00		\$ -		\$ -		\$ -		\$ -	850	\$ 85,000.00		
11	2,501.50	12" RC PIPE APRON	EACH	\$ 1,000.00		\$ -		\$ -		\$ -		\$ -	1	\$ 1,000.00	1	\$ 1,000.00		
12	2,501.50	18" RC PIPE APRON	EACH	\$ 1,200.00		\$ -		\$ -		\$ -		\$ -	1	\$ 1,200.00	1	\$ 1,200.00		
13	2,501.50	12" RC PIPE CULVERT	LIN FT	\$ 60.00		\$ -		\$ -		\$ -		\$ -	550	\$ 33,000.00	550	\$ 33,000.00		
14	2,501.50	18" RC PIPE CULVERT	LIN FT	\$ 75.00		\$ -		\$ -		\$ -		\$ -	150	\$ 11,250.00	150	\$ 11,250.00		
15	2,503.51	8" PVC PIPE SEWER (12'-15' DEEP)	LIN FT	\$ 65.00		\$ -		\$ -	1000.00	\$ 65,000.00		\$ -		\$ -	1000	\$ 65,000.00		
16	2,503.60	CONNECT TO EXISTING SANITARY SEWER	EACH	\$ 3,000.00		\$ -		\$ -	1.00	\$ 3,000.00		\$ -		\$ -	1	\$ 3,000.00		
17	2,503.60	4" PVC PLUG	EACH	\$ 100.00		\$ -		\$ -		\$ -	48	\$ 4,800.00		\$ -	48	\$ 4,800.00		
18	2,503.60	8"x4" PVC WYE	EACH	\$ 500.00		\$ -		\$ -		\$ -	48	\$ 24,000.00		\$ -	48	\$ 24,000.00		
19	2,503.60	4" PVC SANITARY SERVICE PIPE	LIN FT	\$ 36.00		\$ -		\$ -		\$ -	2000	\$ 72,000.00		\$ -	2000	\$ 72,000.00		
20	2,504.60	WATERMAIN FITTINGS	POUND	\$ 14.00		\$ -	450.00	\$ 6,300.00		\$ -		\$ -		\$ -	450	\$ 6,300.00		
21	2,504.60	CONNECT TO EXISTING WATER MAIN	EACH	\$ 2,500.00		\$ -		\$ -		\$ -		\$ -		\$ -	1	\$ 2,500.00		
22	2,504.60	HYDRANT	EACH	\$ 6,000.00		\$ -	3.00	\$ 18,000.00		\$ -		\$ -		\$ -	3	\$ 18,000.00		
23	2,504.60	6" GATE VALVE AND BOX	EACH	\$ 2,000.00		\$ -	5.00	\$ 10,000.00		\$ -		\$ -		\$ -	5	\$ 10,000.00		
24	2,504.60	1" CORPORATION STOP	EACH	\$ 600.00		\$ -		\$ -		\$ -	48	\$ 28,800.00		\$ -	48	\$ 28,800.00		
25	2,504.60	1" CURB STOP & BOX	EACH	\$ 750.00		\$ -		\$ -		\$ -	48	\$ 36,000.00		\$ -	48	\$ 36,000.00		
26	2,504.60	1" TYPE K COPPER PIPE	LIN FT	\$ 40.00		\$ -		\$ -		\$ -	2000	\$ 80,000.00		\$ -	2000	\$ 80,000.00		
27	2,504.60	INSTALL 6" PVC HYDRANT LEAD (C 900)	LIN FT	\$ 75.00		\$ -	30.00	\$ 2,250.00		\$ -		\$ -		\$ -	30	\$ 2,250.00		
28	2,504.60	8" PVC WATERMAIN (C900)	LIN FT	\$ 65.00		\$ -	1150.00	\$ 74,750.00		\$ -		\$ -		\$ -	1150	\$ 74,750.00		
29	2,506.50	CONST DRAINAGE STURCTURE DESIGN F	EACH	\$ 7,000.00		\$ -		\$ -		\$ -	5	\$ 35,000.00	2	\$ 14,000.00	7	\$ 49,000.00		
30	2,506.50	CONST DRAINAGE STURCTURE DESIGN G	EACH	\$ 3,000.00		\$ -		\$ -		\$ -		\$ -	2	\$ 6,000.00	2	\$ 6,000.00		
31	2,506.50	CONST DRAINAGE STRUCTURE DESIGN SPECIAL	EACH	\$ 20,000.00		\$ -		\$ -		\$ -		\$ -	1	\$ 20,000.00	1	\$ 20,000.00		
32	2,511.51	RANDOM RIPRAP CLASS III	CU. YD.	\$ 75.00		\$ -		\$ -		\$ -		\$ -	15	\$ 1,125.00	15	\$ 1,125.00		
33	2,521.52	4" CONCRETE WALK	SQ FT	\$ 7.00		\$ -		\$ -		\$ -	10000	\$ 70,000.00		\$ -	10000	\$ 70,000.00		
34	2,531.50	CONCRETE CURB & GUTTER B618	LIN FT	\$ 24.00	2,450	\$ 58,800.00		\$ -		\$ -		\$ -		\$ -	2450	\$ 58,800.00		
35	2,531.50	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$ 90.00		\$ -		\$ -		\$ -	1650	\$ 148,500.00		\$ -	1650	\$ 148,500.00		
36	2,531.62	8" CONCRETE VALLEY GUTTER	SQ YD	\$ 115.00	50	\$ 5,750.00		\$ -		\$ -		\$ -		\$ -	50	\$ 5,750.00		
37	2,563.60	TRAFFIC CONTROL	LUMP SUM	\$ 3,000.00		\$ -		\$ -		\$ -	1	\$ 3,000.00		\$ -	1	\$ 3,000.00		
38	2,564.60	INSTALL WOOD POST 6" X 6" X 8'	EACH	\$ 100.00		\$ -		\$ -		\$ -	96	\$ 9,600.00		\$ -	96	\$ 9,600.00		
39	2,573.50	SILT FENCE, TYPE MACHINE SLICED	LIN FT	\$ 5.00		\$ -		\$ -		\$ -		\$ -	2000	\$ 10,000.00	2000	\$ 10,000.00		
40	2,573.50	INLET PROTECTION	EACH	\$ 200.00		\$ -		\$ -		\$ -		\$ -	4	\$ 800.00	4	\$ 800.00		
41	2,573.50	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	\$ 5.00		\$ -		\$ -		\$ -		\$ -	100	\$ 500.00	100	\$ 500.00		
42	2,573.60	ROCK CONSTRUCTION ENTRANCE	EACH	\$ 3,000.00		\$ -		\$ -		\$ -		\$ -	2	\$ 6,000.00	2	\$ 6,000.00		
43	2,574.51	FERTILIZER TYPE 3 ANALYSIS (22-5-10)	POUND	\$ 2.00		\$ -		\$ -		\$ -		\$ -	1750	\$ 3,500.00	1750	\$ 3,500.00		
44	2,575.50	SEEDING	ACRE	\$ 3,000.00		\$ -		\$ -		\$ -		\$ -	2	\$ 6,000.00	2	\$ 6,000.00		
45	2,575.50	EROSION CONTROL BLANKET 3N	SQ YD	\$ 3.50		\$ -		\$ -		\$ -		\$ -	2000	\$ 7,000.00	2000	\$ 7,000.00		
46	2,575.51	SEED MIXTURE 25-131	POUND	\$ 5.00		\$ -		\$ -		\$ -		\$ -	200	\$ 1,000.00	200	\$ 1,000.00		
47	2,575.51	SEED MIXTURE 25-141	POUND	\$ 4.50		\$ -		\$ -		\$ -		\$ -	100	\$ 450.00	100	\$ 450.00		
48	2,575.56	HYDRAULIC BONDED FIBER MATRIX	POUND	\$ 2.55		\$ -		\$ -		\$ -		\$ -	7,000	\$ 17,850.00	7000	\$ 17,850.00		
						\$ 270,646.63		\$ 118,599.08		\$ 70,867.64		\$ 542,424.02		\$ 233,107.63		\$ 1,235,645.00		
						CONTINGENCY(25%)		\$ 68,000.00		\$ 30,000.00		\$ 18,000.00		\$ 136,000.00		\$ 59,000.00		\$ 311,000.00
						ENGINEERING, ADMINISTRATION, LEGAL		\$ 55,000.00		\$ 24,000.00		\$ 15,000.00		\$ 109,000.00		\$ 47,000.00		\$ 250,000.00
						PROBABLE COST FOR CONSTRUCTION		\$ 393,646.63		\$ 172,599.08		\$ 103,867.64		\$ 787,424.02		\$ 339,107.63		

ENGINEER'S OPINION OF PROBABLE COST FOR CONSTRUCTION \$ 1,796,645.00



Council Action Recommendation

Page 1 of 2

Meeting Date:

December 1, 2021 – Committee of the Whole

December 6, 2021 – City Council

Subject:

SFY 2022-2023 Airport Maintenance & Operations Grant (S.P. A5601: MO22, MO23)

Recommendation:

- Accept the State of Minnesota Airport Maintenance & Operation (M&O) Grant offer for State Fiscal Years 2022 and 2023.

Background/Key Points:

In addition to the State of Minnesota and Federal Grant programs utilized for Airport capital improvement projects at the Fergus Falls Municipal Airport, the State of Minnesota also provides funding to supplement annual airport operations thru the State of Minnesota Airport Maintenance & Operation (M&O) Grant Contract.

The attached grant terms are for State Fiscal Years (SFY) 2022 and 2023. The State is offering **75-percent** reimbursement for eligible items, not to exceed **\$71,453.00** for each fiscal year. Eligible items include city employee wages, heating, electricity, parts, supplies, pavement repairs, etc.

The State requires operational safety standards be adhered to and maintained as a recipient sponsor for these funds. These standards are similar to the Grant Assurance program associated with the Airport capital improvement projects; to operate and maintain the Airport a safe and serviceable manner for aeronautical purposes only for the use and benefit of the public.

Informational Note:

SFY 2016 & 2017: Annual grant amount was \$68,765.00 at a 75.0% reimbursement rate

SFY 2018 & 2019: Annual grant amount was \$69,584.00 at a 75.0% reimbursement rate

SFY 2020 & 2021: Annual grant amount was \$71,453.00 at a 75.0% reimbursement rate

Budgetary Impact:

This amount supplements and accounts for approximately 32-percent the annual Airport operating budget revenue.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. – City Engineer

Attachments:

State of Minnesota Airport M&O Grant Contract: SFY 2022 and 2023

STATE OF MINNESOTA
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT

State Project Number (S.P.): A5601-MO22

State Project Number (S.P.): A5601-MO23

This contract is between the State of Minnesota, acting through its Commissioner of Transportation (“State”) and City of Fergus Falls acting through its City Council (“Recipient”).

RECITALS

1. Minnesota Statutes §§360.015 and 360.305 authorize State to provide financial assistance to airports for maintenance and operation activities.
2. Recipient owns, operates, or controls an airport (“Airport”) in the state system, and Recipient desires financial assistance from the State for maintenance and operation activities for State Fiscal Year 2022 and State Fiscal Year 2023.
3. Recipient represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the State.

CONTRACT TERMS

1. Term of Contract and Survival of Terms

- 1.1. **Effective Date:** This contract will be effective on July 1, 2021, or the date State obtains all required signatures under Minnesota Statutes §16B.98, subdivision 5, whichever is later. As required by Minnesota Statutes §16B.98 Subd. 7, no payments will be made to Recipient until this contract is fully executed.
- 1.2. **Expiration Date:** This contract will expire on June 30, 2023.
- 1.3. **Survival of Terms:** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this contract, including, but not limited to, the following clauses: 9. Indemnification; 10. State Audits; 11. Government Data Practices; 13. Governing Law, Jurisdiction and Venue; and 14. Data Disclosure.

2. Recipient’s Duties

- 2.1. Recipient will operate and maintain the Airport in a safe, serviceable manner for aeronautical purposes only for the use and benefit of the public.
- 2.2. The Recipient will keep the runway and the area around the lights mowed at the Airport. The grass must be mowed at least 7 feet beyond the lights, and the grass must not exceed 6 inches in height on the landing area. The areas around any navigational aids will be mowed and plowed to keep the area clear for access by a vehicle.
- 2.3. If the Airport remains operational during the winter months, the Recipient will keep at least one runway, associated taxiway, and apron area cleared of snow and ice to the same priority as arterial roads. Snow banks must be limited in height so that aircraft wings, engines, and propellers will clear them. Landing strip markers and/or lights must remain visible.

- 2.4. If the State contracts for the periodic paint striping of the Airport's runways and taxiways during the term of this Contract, the Recipient will cooperate with the marking operation. The Recipient must coordinate seal coat pavement maintenance projects with the State to maximize the pavement marking life.
- 2.5. The Recipient will allow a representative of the State's Office of Aeronautics access to any area of the Airport necessary for the purpose of periodic inspections.
- 2.6. The Recipient will promptly pay all utility bills, including those required for navigational aids.

3. Recipient's Assurances

- 3.1. In accordance with Minnesota Statutes § 360.305, subdivision 4, Recipient assures the State that Recipient will operate and maintain the Airport in a safe, serviceable manner for public aeronautical purposes only for a period of one year from the date the Recipient receives final reimbursement under this contract.
- 3.2. Recipient represents and warrants that Recipient has established a zoning authority for the Airport, and such authority has completed, or is in the process of and will complete, with due diligence, an airport zoning ordinance in accordance with Minnesota Statutes §§ 360.061 to 360.074.
- 3.3. Recipient will comply with all required grants management policies and procedures set forth through Minnesota Statutes §16B.97, Subd. 4 (a) (1).

4. Third-Party Contracting

- 4.1. Recipient will comply with all applicable local, state, or federal laws, regulations, policies and procedures in the procurement of goods and services funded in whole or in part under this Contract.

5. Consideration and Payment

- 5.1. **Consideration.** State will pay for all eligible telecommunication, maintenance, and operation costs incurred by Recipient under this Contract as follows:
 - 5.1.1. **Basis.** Recipient will be reimbursed for 100% of telecommunication costs associated with the operation of state-owned navigational aids. Recipient will be paid for 75% of all other eligible maintenance and operation costs not reimbursed by any other source. Eligible maintenance and operations costs will be determined at the sole discretion of State's Authorized Representative.
 - 5.1.2. **Telecommunication Amount.** State has currently obligated \$0.00 in each State fiscal year to reimburse eligible telecommunication costs at 100%.
 - 5.1.3. **Maintenance and Operation Amount.** State has currently obligated \$71,453.00 in each State fiscal year to reimburse other eligible costs at 75%.
 - 5.1.4. **Total Obligation.** The total obligation of State for all compensation and reimbursements to Recipient under this contract will not exceed \$142,906.00 (State fiscal years 2022 and 2023).
- 5.2. **Payment.**
 - 5.2.1. **Invoices.** The Recipient must submit a reimbursement request of its eligible costs to the Director of the Office of Aeronautics on a quarterly basis or as directed by State's Authorized Representative. The State's Office of Aeronautics will supply the reimbursement request forms which Recipient must submit. Reimbursement requests must be submitted according to the following schedule:
 - On or after October 1, **and no later than November 15**, for the period July 1 through September 30.
 - On or after January 1, **and no later than February 15**, for the period October 1 through December 31.
 - On or after April 1, **and no later than May 15**, for the period January 1 through March 31.
 - On or after July 1, **and no later than August 15**, for the period April 1 through June 30.

The State may reject costs that the State determines are not eligible maintenance and operations expenses.
 - 5.2.2. **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

- 5.2.3. **State's Payment Requirements.** State will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Recipient's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Recipient within ten days of discovering the error. After State receives the corrected invoice, State will pay Recipient within 30 days of receipt of such invoice.
- 5.2.4. **Grant Monitoring Visit and Financial Reconciliation.** If State's total obligation is greater than \$50,000 in section 5.1.4, above, during the period of performance the State will make at least one monitoring visit and conduct annual financial reconciliations of Recipient's expenditures. The State's Authorized Representative will notify Recipient's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Recipient staff members should be present. Recipient will be provided notice prior to any monitoring visit or financial reconciliation. Following a monitoring visit or financial reconciliation, Recipient will take timely and appropriate action on all deficiencies identified by State. At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Recipient.
- 5.2.5. **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

6. Conditions of Payment

- 6.1. All services provided by Recipient under this contract must be performed to State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations, including business registration requirements of the Office of the Secretary of State. Recipient will not receive payment for work found by State to be unsatisfactory or performed in violation of federal, state or local law. In addition to the foregoing, Recipient will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

7. Authorized Representatives

- 7.1. **State's Authorized Representative.** State's Authorized Representative will be:

Name/Title: Jenny Bahneman, Grants Specialist Coordinator
Address: Office of Aeronautics,
395 John Ireland Boulevard, Mail Stop 410
Saint Paul, Minnesota 55155
E-Mail: jenny.bahneman@state.mn.us

State's Authorized Representative or his /her successor, will monitor Recipient's performance and has the authority to accept or reject the services provided under this contract. If the Recipient's duties are performed in a satisfactory manner, the State's Authorized Representative will accept each reimbursement request submitted for payment.

- 7.2. **Recipient's Authorized Representative.** Recipient's Authorized Representative will be:

Name/Title: Brian Yavarow, City Engineer
Address: 112 West Washington Avenue, Fergus Falls, MN 56537
Telephone: (218) 332-5413
E-Mail: brian.yavarow@ci.fergus-falls.mn.us

If Recipient's Authorized Representative changes at any time during this contract, Recipient must immediately notify State.

8. Assignment, Amendments, Waiver and Contract Complete

- 8.1. **Assignment.** Recipient may neither assign nor transfer any rights or obligations under this contract without the prior consent of State and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this contract, or their successors in office.
- 8.2. **Amendments.** An amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 8.3. **Waiver.** If State fails to enforce any provision of this contract that failure does not waive the provision or State's right to subsequently enforce it.
- 8.4. **Contract Complete.** This contract contains all prior negotiations and agreements between State and Recipient. No other prior understanding regarding this contract, whether written or oral, may be used to bind either party.
- 8.5. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

9. Indemnification

- 9.1. In the performance of this contract by Recipient, or Recipient's agents or employees, and to the extent permitted by law, Recipient must indemnify, save and hold State, its agents, and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by State, to the extent caused by Recipient's: 1) intentional, willful or negligent acts or omissions; 2) breach of contract or warranty; or 3) breach of the applicable standard of care. The indemnification obligations of this section do not apply if the claim or cause of action is the result of State's sole negligence. This clause will not be construed to bar any legal remedies Recipient may have for State's failure to fulfill its obligation pursuant to this contract.

10. State Audits

- 10.1. Under Minnesota Statutes § 16B.98, Subd.8, the Recipient's books, records, documents, and accounting procedures and practices of Recipient, or other party relevant to this grant contract or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract or receipt and approval of all final reports, whichever is later. Recipient will take timely and appropriate action on all deficiencies identified by an audit.

11. Government Data Practices

- 11.1. Recipient and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by State under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Recipient under this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Recipient or State. If Recipient receives a request to release the data referred to in this Clause, Recipient must immediately notify State and consult with State as to how Recipient should respond to the request. Recipient's response to the request must comply with applicable law.

12. Workers' Compensation

- 12.1. Recipient certifies that it is in compliance with Minnesota Statutes §176.181, subdivision 2, pertaining to workers' compensation insurance coverage. Recipient's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

13. Governing Law, Jurisdiction and Venue

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

14. Data Disclosure

- 14.1. Under Minnesota Statutes §270C.65, and other applicable law, Recipient consents to disclosure of its social security number, federal employer tax identification number and Minnesota tax identification number, already provided to State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring Recipient to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

15. Termination and Suspension

- 15.1. **Termination by the State.** The State may terminate this contract with or without cause, upon 30 days written notice to the Recipient. Upon termination, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 15.2. **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this contract, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Recipient has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 15.3. **Termination for Insufficient Funding.** The State may immediately terminate this contract if: It does not obtain funding from the Minnesota Legislature; or If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Recipient. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Recipient notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 15.4. **Suspension.** The State may immediately suspend this contract in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Recipient during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

16. Discrimination Prohibited by Minnesota Statutes §181.59

- 16.1. Recipient will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

17. Limitation.

- 17.1. Under this contract, the State is only responsible for disbursing funds. Nothing in this contract will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Recipient, however, the Recipient will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Recipient's consultants and contractors are not intended to be third party beneficiaries of this contract.

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.*

Signed: _____

Date: _____

SWIFT Contract (SC) ID No. _____

Purchase Order (PO) ID No. _____

*PO staged and to be encumbered with future State fiscal year funds.

RECIPIENT

Recipient certifies that the appropriate person(s) have executed Contracts on behalf of Recipient as required by applicable articles, bylaws or resolutions.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

MnDOT OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT

By: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____

RESOLUTION

**AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT**

It is resolved by the City of Fergus Falls as follows:

1. That the state of Minnesota Contract Number 1047454,
"Airport Maintenance and Operation Grant Contract," at the
Fergus Falls Municipal Airport is accepted.

2. That the _____ and _____ are
(Mayor, Chairperson, President, etc.) (Clerk, Auditor, Secretary, etc.)
authorized to execute this Contract and any amendments on behalf of the
City of Fergus Falls.

CERTIFICATION

STATE OF MINNESOTA
COUNTY OF _____

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

(Name of the Recipient)

at an authorized meeting held on the _____ day of _____, 20____
as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____



Council Action Recommendation

Page 1 of 1

Meeting Date:

December 1, 2021 – Committee of the Whole

December 6, 2021 – City Council

Subject:

NP Playground Park Improvements

Recommendation:

- Award the granular import quote to Barry Construction Inc. (BCI) in the amount of \$33,348.28
- Award the storm sewer improvement quote to Barry Construction Inc. (BCI) in the amount of \$14,569.62

Background/Key Points:

Quotes were solicited for the granular import and placement for the proposed NP Park playground improvement. Due to estimated costs for this work, I solicited two (2) local contractors. Barry Construction Inc. (BCI) submitted lowest quote in the amount of \$33,348.28.

Quotes were also solicited for the storm sewer improvements that generally consists of modifications to the existing storm sewer and playground drainage inlets. Barry Construction Inc. (BCI) submitted lowest quote in the amount of \$14,569.62.

If acceptable, the granular import and placement should start immediately.

Budgetary Impact:

The granular import quote is proposed to be funded with the project funding of private donations and transfers from the Liquor Store fund. The storm sewer improvements are proposed to be funded thru the Storm Water Enterprise Fund.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. – City Engineer

Attachments:

None



Memo

Page 1 of 1

Meeting Date:

December 1, 2021- Committee of the Whole

Subject:

Rural Child Care Innovation Program (RCCIP)

Recommendation:

Support by resolution the submission of an application on or by January 7, 2022 for the City of Fergus Falls and its partners to participate in First Children's Finance RCCIP over the course of 18-24 months.

Background/Key Points:

The Rural Child Care Innovation Program is a facilitated community engagement process designed to develop right-sized solutions to address the challenges of early care and education in the communities selected to participate. Over a two-year period, selected communities will partner with First Children's Finance to increase the supply of high-quality affordable child care in their local community based on thorough analysis and evaluation of local challenges.

Budgetary Impact:

Due to funding from MN Department of Human Services and other partners, First Children's Finance does not require payment to participate in the Rural Child Care Innovation Program.

Originating Department:

Community Development

Respectfully Submitted:

Klara Beck, Community Development Manager



Committee of the Whole Memo

Page 1 of 1

Meeting Date: December 1, 2021 – Committee of the Whole

Subject: Glacial Edge Trail Amendment & Cooperative Agreement

Recommendation: Recommendation to the council to accept the amendment to the Glacial Edge Trail master plan and enter into a cooperative agreement with Otter Tail County for the Glacial Edge Trail.

Background/Key Points: The Glacial Edge Trail is a proposed 14-mile trail mostly located within the City of Fergus Falls. City Council adopted the Glacial Edge Trail (GET) Master Plan on June 19, 2017. An amendment is proposed and summarized below.

Since July 2019, Otter Tail County has engaged in a regional trail planning effort. The proposed trail would begin in Maplewood State Park and connect to the proposed 2017 GET. This means the County's proposed north-south regional trail would connect Fergus Falls and the Central Lakes Trail with the Perham to Pelican Rapids Trail.

These planning efforts have been incorporated as an amendment to the City's Glacial Edge Trail Master Plan. Otter Tail County Board of Commissioners adopted the amended master plan at their November 23, 2021 meeting. Staff are recommending that the City Council adopt the amended master plan as well. The full amended plan can be viewed online here:

<https://hkgi.sharefile.com/d-s3a4ad8cde4d24932bc348be299ebae2a>

GMRPTC and HKgi propose the County and City enter into a cooperative agreement that states funding, construction, and maintenance are the responsibility of the appropriate jurisdiction. Trail segments within the City of Fergus Falls and adjacent townships are the responsibility of the City. All other portions of the trail are the responsibility of Otter Tail County. Otter Tail County staff were authorized to enter into this agreement by the Otter Tail County Board of Commissioners at their November 23, 2021 meeting. The City Administrator, Community Development Manager, and City Attorney have reviewed the cooperative agreement and request City Council approval to enter into it.

Attachments: Cooperative Agreement, County documentation

Budgetary Impact: None

Originating Department: Community Development

Respectfully Submitted: Klara Beck, Community Development Manager



MEMORANDUM TO:

The Otter Tail County Board of Commissioners

Meeting Date:

November 23, 2021

Subject:

Glacial Edge Trail Master Plan Adoption

Background/Key Points:

The adopted Otter Tail County Master Trail Plan identifies two high priority trail spines. The east/west spine connects the communities of Pelican Rapids to Perham and eventually the existing Heartland Trail. The north/south spine connects the City of Fergus Falls and the existing Central Lakes Trail to Maplewood State Park and the east/west spine.

While the County has no immediate plans to begin the north/south spine, the Greater MN Regional Parks and Trails Commission (GMRPTC) recommended the County partner with the City of Fergus Falls to amend the city's existing Glacial Edge Trail master plan. The City of Fergus Falls has an existing master trail plan that has been designated as "regionally significant" by GMRPTC. GMRPTC suggested an amendment would be easier and more cost effective than the County initiating a new master plan.

Based on the recommendation from GMRPTC, the County, City and several other stakeholders have spent considerable time updating and amending the Glacial Edge Trail Master Plan. It can be reviewed here:

<https://hkgi.sharefile.com/d-s3a4ad8cde4d24932bc348be299ebae2a>

Recommendation:

Approve the attached resolution which 1) formally adopts the master plan, 2) directs staff to execute the Cooperative Agreement with City of Fergus Falls and 3) directs staff to apply for regional significance through the Greater Minnesota Regional Parks and Trails Commission.

Budgetary Impact:

None.

Respectfully Submitted:

Nick Leonard, Deputy Administrator



GLACIAL EDGE TRAIL

COOPERATIVE AGREEMENT

This cooperative agreement is entered into by and between Otter Tail County and the City of Fergus Falls, hereinafter collectively, "The Partners".

I. STATEMENT OF MUTUAL BENEFIT AND INTEREST

The Partners enter into this agreement to support the development of the Glacial Edge Trail (the "Trail"). The Partners agree the Trail offers mutual benefit by providing a recreational experience to area residents and visitors, connecting the City of Fergus Falls and Maplewood State Park, and expanding regional trail networks by connecting the Central Lakes Trail and Perham to Pelican Rapids Regional Trail.

II. AUTHORITIES

Otter Tail County is authorized to enter into this agreement pursuant to Minnesota Statutes Section 373.01. The City of Fergus Falls is authorized to enter into this agreement pursuant to Minnesota Statutes Section 412.491. Individually, The Partners have policies governing the use of their rights-of way for trail purposes.

III. PURPOSES AND PRINCIPLES

This cooperative agreement encourages long-term interagency coordination and cooperation to enhance recreational experiences for residents and visitors, to coordinate trail wide administration and site-specific management, to protect resources, to share expertise, and to seek sources of funding for trail planning.

IV. SPECIFIC TASKS

To the extent appropriate and feasible, the Partners will work cooperatively on the following tasks:

- A. The Partners will meet as necessary to determine feasibility, determine trail alignments, develop policy, develop budgets, and seek funding. The Partners may seek available technical assistance to achieve these tasks.
- B. The Partners will inform owners and managers of land along the trail system and the public about trail plans.

- C. Execute supplemental and trail-specific agreements to implement this agreement.

V. TERMS OF AGREEMENT

- A. **Effective Date.** This agreement is executed as of the date of the last signature shown below and shall be in effect for a period not to exceed 3 years, at which time it will be subject to review, renewal, revision, or expiration. However, at the end of each year, the Partners will conduct an interim review of its language, tasks, and direction and make any necessary corrections as mutually agreeable.
- B. **Modifications.** Modifications to this agreement must be made in writing and signed and dated by the Partners.
- C. **Terminations.** Any Partner may withdraw from this agreement after 60 days written notice to the other Partner.

VI. SPECIAL PROVISIONS

- A. **Non-Fund Obligating Document.** This agreement shall not be construed as a fiscal or funds obligation document. All agreements involving reimbursement or contribution of funds between the Partners shall be by separate agreements.
- B. **Responsibilities to the Act.** This agreement does not relieve either Partner of their responsibility to manage the Trail according to local, state and federal laws, rules and regulations.
- C. **Conduct of Activities.** Unless otherwise agreed in writing, each Partner shall conduct and manage their own activities and use their resources, including the expenditure of their own funds, in pursuing the objectives enumerated in this agreement and shall operate under its own laws, regulations, and policies, subject to the appropriated funds.
- D. **Existing Authority.** Nothing in this agreement is intended to alter, limit, or expand either Partners' statutory and regulatory authority.
- E. **No Enforceable Rights.** This agreement does not create any substantive or procedural right that is enforceable at law or equity against the Partners or their officers, agents and employees.
- F. **Indemnification.** The Partners agree to indemnify, save, and hold each other, its agents and employees harmless from any claims or causes of action, including attorney's fees incurred, arising from the performance of this agreement pursuant to Minnesota Statutes, Chapter 471.59, Subd.1a. Furthermore, Minnesota Statutes, Chapter 471.59 shall govern this agreement.

VII. AUTHORIZED REPRESENTATIVES

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

VIII. APPROVALS



Nicholas Leonard, Otter Tail County Deputy Administrator

November 24th, 2021

Date

Date

ADDENDUM TO
GLACIAL EDGE TRAIL
COOPERATIVE AGREEMENT

A cooperative agreement was entered into by Otter Tail County and the City of Fergus Falls, hereinafter, collectively "The Partners".

A copy of the Glacial Edge Trail Cooperative Agreement ("the Agreement") is attached as Exhibit "A". The Partners wish to extend the Agreement for an additional three (3) year term.

The Partners wish to extend the Agreement on the same terms and conditions as contained in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this addendum as of the last written date below.

APPROVALS.

_____	_____
_____	_____
_____	_____

**RESOLUTION ADOPTING GLACIAL EDGE TRAIL MASTER PLAN AND AUTHORIZING STAFF
TO EXECUTE COOPERATIVE AGREEMENT
Otter Tail County Resolution No. 2021 - 175**

WHEREAS, the adopted Otter Tail County Master Trail Plan identifies two high priority trail spines; and

WHEREAS, the north/south spine connects the City of Fergus Falls and the existing Central Lakes Trail to Maplewood State Park and the east/west spine; and

WHEREAS, the Greater MN Regional Parks and Trails Commission (GMRPTC) recommended the County partner with the City of Fergus Falls to amend the city's existing Glacial Edge Trail master plan and include the full north/south spine; and

WHEREAS, the Board previously directed staff to initiate the master planning process with the City of Fergus Falls and other stakeholders; and

WHEREAS, the master plan steering committee has completed their work and prepared a final draft for the Board's review and consideration;

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The Board adopts the Glacial Edge Trail Master Plan as presented.
2. That staff is directed to execute the cooperative agreement with the City of Fergus Falls.
3. That staff are directed to begin the process of requesting "regional significance" designation from Greater Minnesota Regional Parks and Trails Commission for the amended plan.

The motion for the adoption of the foregoing resolution was introduced by Commissioner Johnson, duly seconded by Commissioner Murphy and, after discussion thereof and upon vote being taken thereon, passed unanimously.

Adopted at Fergus Falls, MN this 23rd day of November, 2021.

OTTER TAIL COUNTY BOARD OF COMMISSIONERS

By: Leland R. Rogness
Leland R. Rogness, Board of Commissioners Chair

Dated: November 23, 2021

Attest: Nicole Hansen
Nicole Hansen, Clerk

STATE OF MINNESOTA)

COUNTY OF OTTER TAIL)

I, Nicole Hansen, the County Administrator, do hereby certify that the foregoing resolution is a true and correct copy of the resolution presented to and adopted by Otter Tail County at a duly authorized meeting therefore held on the 23rd day of November 2021.

Nicole Hansen
Nicole Hansen, Clerk



Committee of the Whole Memo

Page 1 of 1

Meeting Date: December 1, 2021 – Committee of the Whole

Subject: Offer to purchase City-owned land by OSPTI

Recommendation: Discuss & respond to the Letter of Intent submitted by OSTPI's real estate holding firm, Riverbend Trail, LLC, for a portion of land behind the City's West Liquor Store.

Background/Key Points: OSPTI hopes to purchase City land for development of a private clinic offering Physical, Occupational and Speech Therapy services. The clinic will be modeled after their Breckenridge facility, which includes a large open gym area, private treatment rooms, and therapy pool.

Attachments: LOI

Budgetary Impact: At this point, unknown or N/A

Originating Department: Community Development

Respectfully Submitted: Klara Beck, Community Development Manager