



## City of Fergus Falls Committee of the Whole Agenda

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June 2, 2021

7:00 am

City Council Chambers

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A. Call to Order

B. Roll Call

C. Discussion Items

1. PI 5337 and 5338

Brian Yavarow

**Requested Action:** Recommendation to the council to authorize the advertising of bids for PI 5337 (2021 mill and overlay) and PI 5338 (2021 seal coat projects)

2. PI 9768, Downtown & Riverfront Balcony and River Bank Enhancement and Stabilization Project, Phase I

Brian Yavarow

**Requested Action:** Recommendation to the council to accept the Bolton & Menk Inc. professional services agreement in the amount of \$640,000 for construction administration and observation

3. Mutual Aid Joint Fire Department Cooperative Agreement

Ryan Muchow

**Requested Action:** Recommendation to the council to renew the expiring Joint Cooperative Agreement for use of emergency operations personnel and equipment with the City of Moorhead

4. Equipment Purchase

Len Taylor

**Requested Action:** Recommendation to the council to authorize the purchase of a street sweeper

5. Library Annual Report

Gail Hedstrom

6. Contract with City of Fergus Falls and Greater Fergus Falls

Karoline Gustafson and Krista Hagberg

**Requested Action:** Recommendation to the council to adopt the contract with the City of Fergus Falls and Greater Fergus Falls

7. RTC Phase II Bonding Dollars  
Bill Sonmor and Andrew Bremseth

D. Additional Agenda Items

E. Announcements  
June 7 5:30 pm City Council meeting

Adjourn



# Council Action Recommendation

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Page 1 of 1

**Meeting Date:**

June 2, 2021 – Committee of the Whole

June 7, 2021 – City Council

**Subject:**

PI 5337 – 2021 Mill & Overlay Improvement Project

**Recommendation:**

- 1) Accept the project plans and specifications for PI 5337
- 2) Authorize the Advertisement for Bids for PI 5337

**Background/Key Points:**

City staff has substantially completed the project plans and specifications for the above referenced project. Please refer the attached project location map for the proposed street locations.

The Estimated Probable Construction Cost is \$209,000. Therefore, the City must publicly advertise for bids pursuant to the “Competitive Bidding Requirements” monetary thresholds for a minimum 10-day publication. The bid opening date is tentatively scheduled for June 29, 2021.

If the City receives favorable bid prices, additional street segments evaluated. I will prepare a recommendation for this Council to consider if this occurs. This work is scheduled to be completed by this fall.

**Budgetary Impact:**

The City’s 2021 budget levy amounts for bituminous mill & overlay is \$244,800. This budget amount includes general engineering and contingency costs.

**Originating Department:**

Engineering Department

**Respectfully Submitted:**

Brian Yavarow, P.E. – City Engineer

**Attachments:**

Project Location Map

# CITY OF FERGUS FALLS, MINNESOTA

## 2021 MILL AND BITUMINOUS OVERLAY PROJECT

SPECIFICATIONS REFERENCE

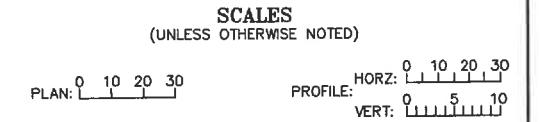
THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

ENGINEERING DEPARTMENT  
CONSTRUCTION PLANS FOR  
CONCRETE, CURB & GUTTER,  
MILL & BITUMINOUS

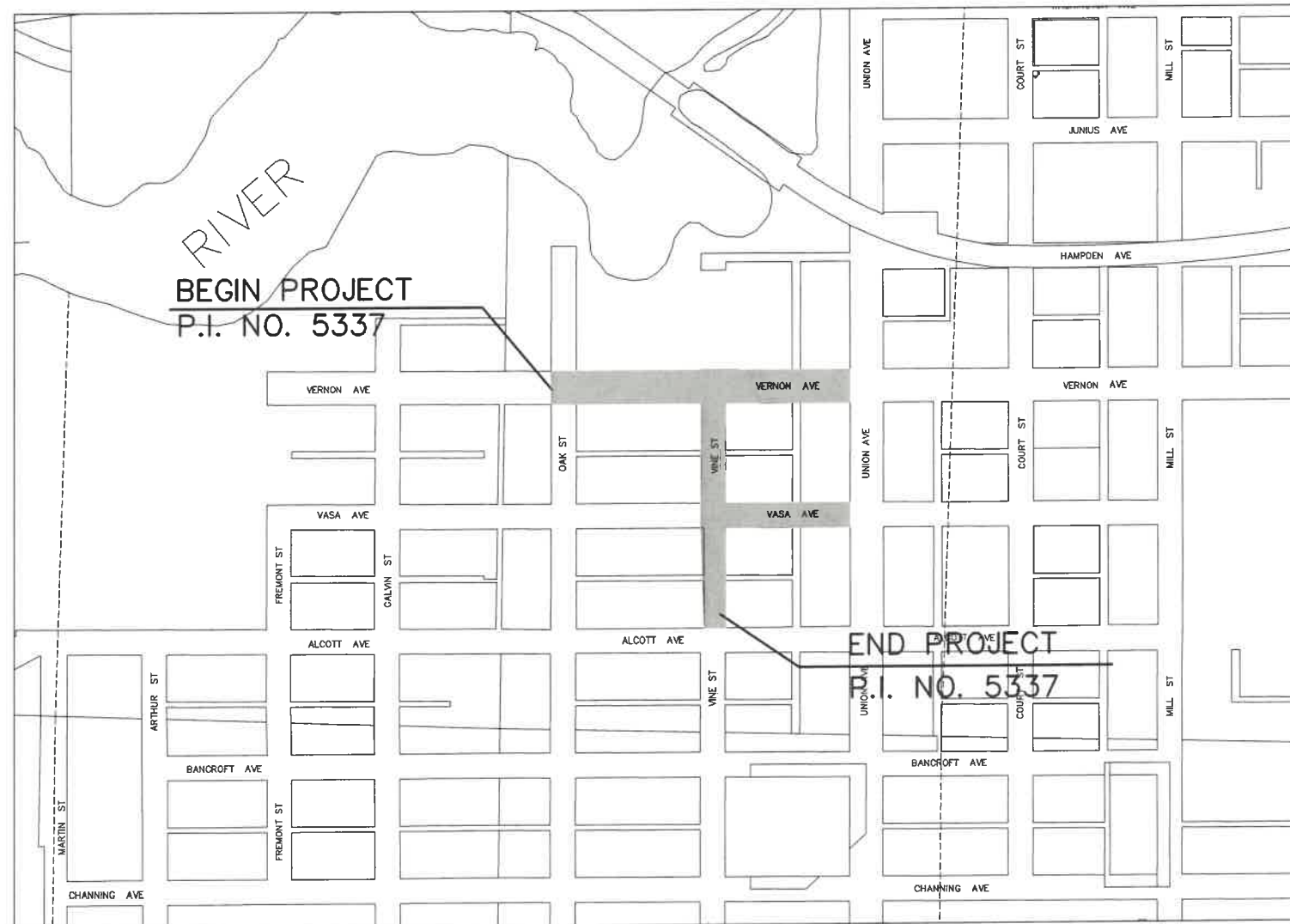
QuestCON  
# 7858340

CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM) STANDARD SPECIFICATION 2018 EDITION, SHALL GOVERN THE CONTRACT.

## PUBLIC IMPROVEMENT NO. 5337

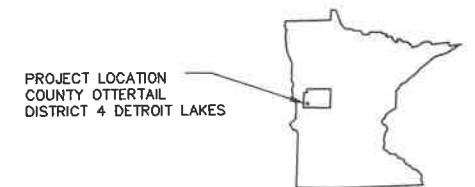


INDEX OF SHEETS		
PI. NO.	DESCRIPTION	SHEET
5337	TITLE SHEET	1
5337	ESTIMATED QUANTITIES & STANDARD PLATES	2
5337	TYPICAL SECTION & TRAFFIC CONTROL SCHEDULE	3
5337	ADA SHEETS	4-9
5337	SWPPP NOTES & SHEETS	10
5337	MILL & OVERLAY PLAN SHEET	11



CONVENTIONAL SYMBOLS

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



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

\_\_\_\_\_  
DATE \_\_\_\_\_ 20\_\_\_\_ CITY ENGINEER  
REG. NO. 48363



## Council Action Recommendation

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Page 1 of 1

**Meeting Date:**

June 2, 2021 – Committee of the Whole

June 7, 2021 – City Council

**Subject:**

PI 5338 – 2021 Seal Coat Improvement Project

**Recommendation:**

- 1) Accept the project plans and specifications for PI 5338
- 2) Authorization to solicit for quotes for PI 5338

**Background/Key Points:**

City staff has substantially completed the project plans and specifications for the above referenced project. Please refer the attached project location maps illustrating the proposed street locations.

The Estimated Probable Construction Cost is \$186,000. Therefore, the City must publicly advertise for bids pursuant to the “Competitive Bidding Requirements” monetary thresholds for a minimum 10-day publication. The bid opening date is tentatively scheduled for June 29, 2021.

This work is scheduled to be completed in fall, 2021.

**Budgetary Impact:**

A portion of the total project costs will be funded through the 2021 annually budgeted (levy) fund in the amount of \$129,600.00. This budgeted amount includes engineering staff time and project contingencies. General MSA maintenance funds will be utilized to supplement all remaining project costs.

**Originating Department:**

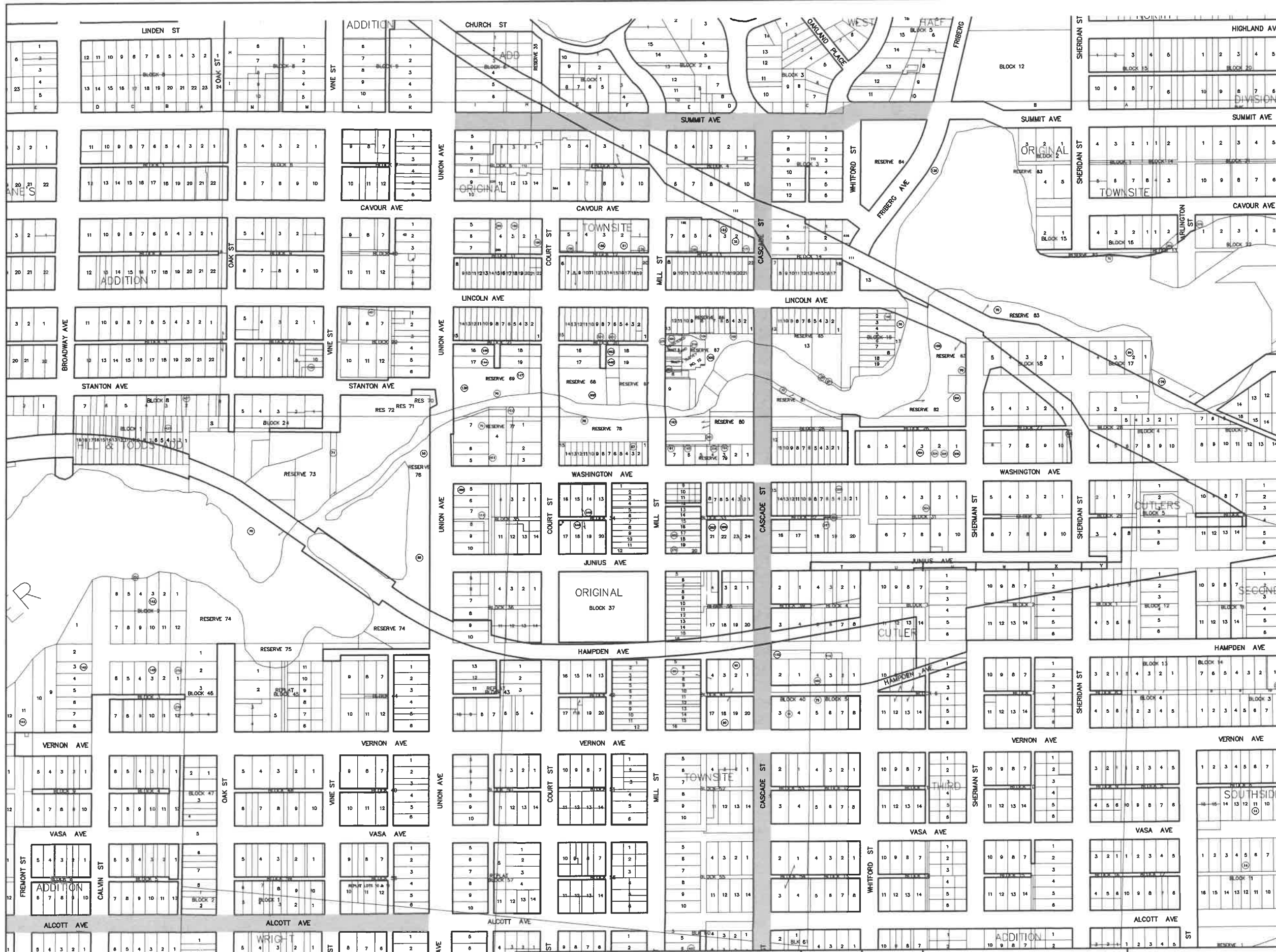
Engineering Department

**Respectfully Submitted:**

Brian Yavarow, P.E. – City Engineer

**Attachments:**

PI 5338 – 2021 Seal Coat Location Map



NOTES

1. INLET PROTECTION FOR ALL EXISTING CATCH BASINS SHALL BE IN PLACE PRIOR TO SEAL COAT.
2. ALL CONSTRUCTION RELATED TRAFFIC CONTROL SHALL BE IN PLACE PRIOR OF SEAL COATING.

○ = SEAL COAT STREETS

REVISION			
No.	Date	By	Description

CITY PROJ. NO. \_\_\_\_\_ PUB. IMP. NO. **5338**

DESIGN BIT. AREA = \_\_\_\_\_ DATE \_\_\_\_\_ 2021

CITY ENGINEER REG. NO. 48363

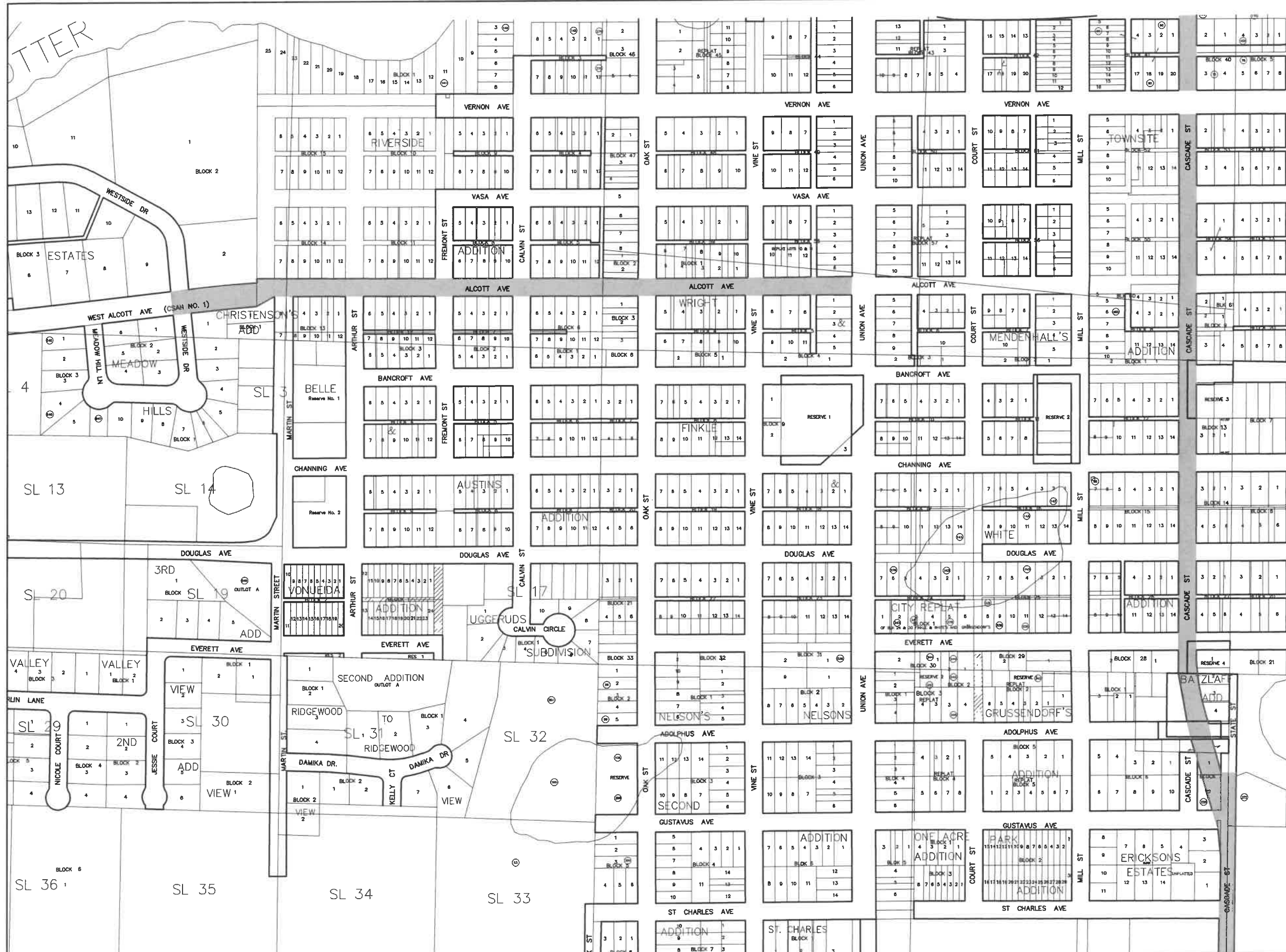
CHECKED BY: \_\_\_\_\_ DRAWN BY: \_\_\_\_\_

CITY OF FERGUS FALLS, MINNESOTA  
ENGINEERING DEPARTMENT

SEAL COAT LOCATIONS  
Sheet No. of Sheets

State Proj. No.

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



NOTES

1. INLET PROTECTION FOR ALL EXISTING CATCH BASINS SHALL BE IN PLACE PRIOR TO SEAL COAT.
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= SEAL COAT STREETS

REVISION			
No.	Date	By	Description

CITY PROJ. NO.	PUB. IMP. NO.	I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
	5338	
DESIGN	DATE	CITY ENGINEER
BIT. AREA =	2021	REG. NO. 48363
CHECKED BY	DRAWN BY	State Proj. No.

CITY OF FERGUS FALLS, MINNESOTA  
ENGINEERING DEPARTMENT

SEAL COAT LOCATIONS

Sheet No. of Sheets



NOTES

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= SEAL COAT STREETS

REVISION			
No.	Date	By	Description

CITY PROJ. NO.	PUB. IMP. NO.	I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
	5338	
DESIGN	DATE	CITY ENGINEER
CHECKED BY	DRAWN BY	

CITY OF FERGUS FALLS, MINNESOTA  
ENGINEERING DEPARTMENT

SEAL COAT LOCATIONS

State Proj. No.

Sheet No. of Sheets





## Council Action Recommendation

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Page 1 of 1

**Meeting Date:**

June 2, 2021 – Committee of the Whole

June 7, 2021 – City Council

**Subject:**

PI No. 9768 - Downtown & Riverfront Balcony and River Bank Enhancement and Stabilization Project, Phase 1

**Recommendation:**

- Accept Bolton & Menk Inc. professional services agreement in the amount of \$640,000.00 for construction administration and observation

**Background/Key Points:**

The Downtown & Riverfront Project, Phase 1 construction services contract was awarded to Comstock Construction on May 3, 2021. The preconstruction meeting took place on Thursday, May 27, 2021 in these Council Chambers. Comstock intends on starting the market place foundation excavation in coming week(s) contingent on securing all the necessary contract bonds. Bolton & Menk and City staff has begun contacting the local business owners to discuss the project and provide contact information during construction.

The next procedure step is to accept Bolton & Menk's professional services agreement for construction administration and observation. The proposed hourly rate, not to exceed, fee is estimated at \$640,000.00. This fee includes contract administration, observation, special inspection testing (Braun), construction staking, and architectural services by EAPC.

Depending on the Union Avenue resurfacing and pedestrian improvement project schedule, we anticipate a lower fee (above) if both projects happen to be constructed at the same time the upcoming months.

**Budgetary Impact:**

This amount for construction administration and observation was included in the budget cost presentation at the May 3, 2021 City Council meeting.

**Originating Department:**

Engineering Department

**Respectfully Submitted:**

Brian Yavarow, P.E. – City Engineer

**Attachments:**



## Council Action Recommendation

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Page 1 of 1

**Meeting Date:** June 2, 2021 Committee of the Whole

**Subject:** Fire Department Join Cooperative Agreement (Mutual Aid)

**Recommendation:** Renew the expiring Joint Cooperative Agreement for use of Emergency Operations Personnel and Equipment with the City of Moorhead

**Background/Key Points:** The Fire Department has had a Mutual Aid Agreement with the City of Moorhead for the past 15 years, which is expiring in July. The ability to respond to and call upon surrounding fire departments is a critical component for department and incident operations throughout our region. The written Cooperative Agreement has been reviewed and updated by both the Fergus Falls and Moorhead Fire Department, as well as both Cities Administrators and attorneys.

The significant change was the addition of the Fee Schedule Table (Appendix A), which applies to emergency incidents with a duration of 6 hours or more.

**Budgetary Impact:** On average we respond to 10-15 mutual aid responses per year and the cost of our personnel's hourly wage and fuel for the first several hours of an incident are factored into our yearly operating budget. Our department has been requested by Moorhead 3 times in 15 years.

**Originating Department:** Fire Department

**Respectfully Submitted:** Ryan Muchow

**Attachments:** 2021 Updated Cooperative Agreement

**JOINT COOPERATIVE AGREEMENT FOR USE OF  
EMERGENCY OPERATIONS PERSONNEL AND EQUIPMENT**

**THIS JOINT COOPERATIVE AGREEMENT** (this “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, (the “Effective Date”), by and between the City of Moorhead, Minnesota, a political subdivision of the State of Minnesota (“Moorhead”); and the City of Fergus Falls, a political subdivision of the State of Minnesota (“Fergus Falls”); collectively, the Parties.

**RECITALS**

**WHEREAS**, Fergus Falls has fire equipment and personnel capable of responding to emergency situations in Fergus Falls and the surrounding area, including Moorhead; and

**WHEREAS**, Moorhead has fire equipment and personnel capable of responding to emergency situations in Moorhead and the surrounding area, including Fergus Falls; and

**WHEREAS**, the Parties believe it will be mutually beneficial to provide emergency operation response services to each other or surrounding areas according to the terms and conditions provided under this Agreement.

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

**AGREEMENT**

**I. PURPOSE.** This Agreement is made pursuant to Minnesota Statute § 471.59, which authorizes the joint and cooperative exercise of powers common to contracting parties. The law of the States of Minnesota provides that political subdivisions and municipal corporations are empowered to make and enter into mutual aid agreements with other political subdivisions and municipal corporations in order to more effectively respond and provide public safety services during emergency situations. The intent of this Agreement is to make equipment, personnel, and other resources available to Fergus Falls and Moorhead.

**II. DEFINITIONS.**

- a. “Party” means Fergus Falls or Moorhead.
- b. “Requesting Official” means the person designated by a Party who is responsible for requesting assistance from the other Party.
- c. “Requesting Non-Official” means an emergency dispatch operator or a county sheriff, or his designee.
- d. “Requesting Party” means the Party that requests assistance from the other Party.

- e. “Responding Official” means the person designated by either Party who is responsible to determine whether and to what extent that Party should provide assistance to the Requesting Party.
- f. “Responding Party” means the Party that provides assistance to the Requesting Party.
- g. “Assistance” means fire and/or emergency medical services personnel and equipment.
- h. “Specialized Activity” means non-emergency assistance to include, but not be limited to, fire investigators, fire educators, fire instructors, training personnel, and associated equipment and facilities.

**III. PARTIES.** The Parties shall consist of Moorhead and Fergus Falls. Upon the adoption of a resolution by its governing body, an executed copy of this Agreement shall be forwarded by each Party to both the City Manager of Moorhead and the City Administrator of Fergus Falls.

#### **IV. PROCEDURE.**

**Subdivision 1. Request for Assistance.** Whenever, in the opinion of a Requesting Official or Requesting Non-Official, there is a need for assistance from other parties, the Requesting Official, or Requesting Non-Official, may call upon the Responding Official to furnish assistance. Specialized activity of a non-emergency nature may be requested and/or provided by the Parties to this Agreement.

In order to invoke assistance under this Agreement, the Requesting Official or Requesting Non-Official shall be required to contact the Responding Official by voice communication system, in writing, or through a message relay provided by an emergency dispatch center. Any request for aid hereunder shall include a statement of the amount and type of equipment and personnel requested and shall specify the location to which the equipment and personnel are to be dispatched.

**Subdivision 2. Response to Request.** Upon the request for assistance from the Requesting Party, the Responding Official may authorize and direct his/her Party’s personnel to provide assistance to the Requesting Party. This decision will be made after considering the needs of the Responding Party and the availability of resources. The Responding Official may request information as is necessary to confirm the emergency situation and to assess the types and amounts of such assistance that shall be provided.

**Subdivision 3. Recall of Assistance.** The Responding Official may at any time recall such assistance when in his or her best judgment or by an order from the governing body of the Responding Party, it is considered to be in the best interests of the Responding Party to do so.

**Subdivision 4. Command of Scene.** The Requesting Party shall be in command of the mutual aid scene. The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Official withdraws assistance. The Responding Party’s personnel and equipment shall be released by the Requesting Party when the resources are no longer required or when the Responding Party is needed within the area for which it normally provides services. The Responding Party may also withdraw its personnel and equipment when deemed to be in the best interest of the Responding Party and following notice

provided to the Requesting Party of the intended action. The Responding Party may withdraw resources if it determines response conditions are beyond acceptable risk.

**Subdivision 5. Command of Scene by Requesting Non-Official.** In the event that a request is made by a Requesting Non-Official due to a Requesting Party's lack of available personnel, the personnel and equipment of the Responding Party shall be under the direction and control of the Responding Party until such time as a Requesting Party has personnel able to assume command of the scene under the previous subdivision.

**Subdivision 6. National Incident Management System.** The Parties agree to implement the National Incident Management System during all emergency responses in accordance with NFPA 1561.

## **V. WORKERS' COMPENSATION.**

**Subdivision 1. Workers' Compensation Coverage.** The Parties shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Each Party waives the right to sue the other Party to this Agreement for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of the other party or its officers, employees, or volunteers.

**Subdivision 2. Workers' Compensation Coverage.** In the event that a Party responds to a call made by a Requesting Non-Official, that Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Each Party waives the right to sue the other Party to this Agreement for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of the other party or its officers, employees, or volunteers.

**Subdivision 3. Automobile Liability Coverage.** The Parties will be responsible for its own actions and those of its employees and is responsible for complying with the motor vehicle financial responsibility laws of the State while they are providing assistance pursuant to this Agreement.

**VI. DAMAGE TO EQUIPMENT.** The Parties shall be responsible for damages to or loss of its own equipment. The Parties waive the right to sue the other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of the other Party or its officers, employees, or volunteers.

## **VII. LIABILITY.**

**Subdivision 1.** The Parties agree to waive all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. The Parties agree to hold the other Party harmless for all damages arising out of the provisions of assistance in accordance with the terms of this Agreement, even if

the loss, damage, personal injury, or death was caused wholly or partially by the negligence of the other Party or its officers, employees, or volunteers.

Under no circumstances shall a Party be required to pay on behalf of itself and the other Party, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466, applicable to any one (1) party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for each Party. For purposes of determining total liability for damages, the participating governmental units, are considered a single governmental unit and the total liability for the participating governmental units shall not exceed the limits on governmental liability for a single governmental unit.

**Subdivision 2.** No Party to this Agreement, nor any officer of either Party, shall be liable to the other Party or to any other person for failure of either Party to furnish assistance to the other Party, or for recalling assistance, both as described in this Agreement.

### **VIII. CHARGES TO THE REQUESTING PARTY.**

**Subdivision 1:** A Responding Party to this Agreement will not levy charges for assistance rendered to a Requesting Party under the terms of this Agreement unless that assistance continues for a period of more than six (6) hours. The Requesting Party shall, regardless of the length of time of assistance, reimburse the Responding Party for supplies used. If assistance provided under this Agreement continues for more than six (6) hours, the Responding Party will submit to the Requesting Party, an itemized invoice for the actual cost of any assistance provided after the initial six (6) hour period. The REIMBURSEMENT RATE TABLE, attached as **Appendix A**, will be used to determine the amount to charge for equipment, personnel, and supplies. The itemized invoice for equipment, personnel, and supplies shall be delivered to the Requesting Party within fifteen (15) days of the request for assistance. Charges for assistance are not contingent upon the availability of federal or state government funds.

**Subdivision 2:** The Requesting Party agrees to submit reimbursement to the Responding Party within thirty (30) days' receipt of the itemized invoice. If there are any disputes regarding the itemized invoice, the Requesting Party will pay the undisputed portion of the itemized invoice and the parties will arrange a meeting to discuss the disputed portion of the itemized invoice. Failure to resolve the dispute at the meeting may result in mediation proceedings or the pursuit of other legal remedies.

**IX. DURATION.** This Agreement will be in force from the Effective Date and notification of both the City Manager of Moorhead and the City Administrator of Fergus Falls. This Agreement will be in force for a period of fifteen (15) years from the Effective Date. The Parties may withdraw from this Agreement upon thirty (30) days' written notice to the other Party to this Agreement.

### **X. MISCELLANEOUS.**

**Subdivision 1. Regular Meetings.** The Parties agree to meet on a regular basis, at least annually, to review interagency assistance plans and the provisions of this Agreement.

**Subdivision 2. Similar Agreements.** Nothing in this Agreement shall prevent the Parties herein from entering into similar agreements with another entity.

**Subdivision 3. Written Amendment Required.** No amendment, modification, or waiver of any condition, provision, or term will be valid or of any effect unless made in writing signed by the Party or Parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by either Party of any default of the other Party will not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the Parties thereto under and pursuant to this Agreement.

**Subdivision 4. Grammatical Construction.** Whenever the singular member is used herein, the same includes the plural where appropriate, and the words of any gender include any other genders where appropriate.

**Subdivision 5. Third Party Beneficiaries.** The execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause of action.

**Subdivision 6. Default.** Upon the occurrence of any non-performance of either Party's obligations under this Agreement which has not been cured within thirty (30) days after written notice to the breaching Party, the non-breaching Party may take any one (1) or more of the following remedial steps: (a) terminate this Agreement; (b) suspend the non-breaching Party's performance under this Agreement until it receives assurances from the breaching Party satisfactory to the non-breaching Party that the breaching Party will cure such event of default and perform its obligations under this Agreement; and/or (c) commence legal or administrative proceedings for the collection of any amounts due hereunder or the enforcement of any covenant, agreement, or obligation of the breaching Party.

**Subdivision 7. Termination.** The Parties to this Agreement may terminate this Agreement, upon written notice to the other Party. Such notice shall be effective thirty (30) days after receipt.

**Subdivision 8. Severability Clause.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of this Agreement.

**Subdivision 9. Force Majeure.** Neither Party will be liable to the other Party during any period in which its performance is delayed or prevented, in whole or in part, by circumstances beyond its reasonable control. Circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind), fire, war, act of a public enemy or terrorist, act of sabotage, strike, or other labor dispute, riot, misadventure of the sea, inability to secure materials and/or transportation, or a restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such circumstance occurs, the Party claiming the delay must undertake reasonable action to notify the other Party of the same.

**Subdivision 10. Notice.** All notices, certificates, or other communications required under this Agreement will be deemed sufficiently given when delivered or deposited in the United States mail in certified form with postage fully prepaid and addressed as follows:

If to Fergus Falls:                    City of Fergus Falls  
  Attn: City Administrator  
  112 West Washington Avenue  
  Fergus Falls, Minnesota 56537

If to Moorhead:                        City of Moorhead  
  Attn: City Manager  
  500 Center Avenue  
  Moorhead, Minnesota 56560

**Subdivision 11. Agreement Binding on Successors.** This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective personal representatives, successors, and assigns.

**Subdivision 12. Minnesota Law Applies.** This Agreement will be controlled by the laws of Minnesota.

**Subdivision 13. Execution in Counterparts.** This Agreement may be executed in counterparts with both Moorhead and Fergus Falls having a fully executed counterpart.

**Subdivision 14. Effective Date.** The Effective Date is the date of the last signature appearing below.

**IN WITNESS WHEREOF**, this Agreement has been executed on the dates written below.

*[Signatures contained on the following pages.]*



**City of Fergus Falls**

Date: \_\_\_\_\_, 2021

\_\_\_\_\_  
Ben Schierer, Mayor

*Attest:*

Date: \_\_\_\_\_, 2021

\_\_\_\_\_  
Andrew Bremseth, City Administrator

*[Signatures continue on the following page.]*

**City of Moorhead**

Date: \_\_\_\_\_, 2021

\_\_\_\_\_  
Michelle (Shelly) Carlson, Mayor

*Attest:*

Date: \_\_\_\_\_, 2021

\_\_\_\_\_  
Dan Mahli, City Manager

**APPENDIX A**  
REIMBURSEMENT RATE TABLE

The following table establishes reimbursement rates for fire department equipment, personnel, and supplies utilized in responding to requests for assistance under the JOINT COOPERATIVE AGREEMENT FOR USE OF EMERGENCY OPERATIONS PERSONNEL AND EQUIPMENT AGREEMENT.

**REIMBURSEMENT RATE TABLE**

<b>Type of Equipment:</b>	<b>Cost per Hour*:</b>
Aerial Ladder Truck	\$375
Type 1 and 2 Engine	\$275
Type 3-7 Engine	\$150
Tender (Type S1, S2, S3 & T1, T2)	\$200
Rescue Truck	\$200
UTV (pump and/or patient capability)	\$75
Firefighter w/o Truck	\$15
Consumable Supplies	Replaced with like supplies

\* Parties are encouraged to use MN DNR equipment rates to aid in determining costs of equipment and personnel.



# Council Action Recommendation

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Page 1 of 2

**Meeting Date:** 6-2-21

**Subject:** Declare equipment surplus/Authorize purchase of a Street Sweeper.

**Recommendation:**

- Declare unit #259, a 2009 “Tymco” Street sweeper Model 500X, with 7,557 hours “surplus” and authorize its disposal via trade in.
- Authorize the purchase of a “Regenerative Air” “Tymco” Sweeper-Model 500X Street sweeper from Environmental Equipment.
- Authorize budget increase to \$750,000.00

**Background/Key Points:**

Unit 259 has been in service since 2010 sweeping streets and keeping debris from entering the storm sewer system and is scheduled to be replaced.

We run 2 types of sweepers, this “regenerative air” type and a “mechanical” type. The application/uses are different for each type of sweeper but can also crossover. The regenerative air type sweeper works best picking up leaves and smaller debris, while the mechanical sweeper works best picking up wet leaves and the sand/gravel material left on the roadways from the winter.

The sweeper will be used in the fleet for a minimum of 7 years and at that time operational costs will be evaluated before it is considered for replacement.

**Budgetary Impact:**

- The purchase price is \$302,965.00. Factoring in a trade-in allowance of \$55,000 for unit #259, the out of pocket purchase price off of the state contract is \$247,965.00.
- The purchase will come from the 2021 Equipment fund budget.
- With the increased prices we are seeing in equipment, this purchase will exhaust the 2021 budget allowance, while there are still needs within the Fleet. To cover the basic replacements that are still identified, I am requesting a budget adjustment from the approved \$670,000.00 increased up to \$750,000.00.

**Originating Department:** Public Works/Equipment

**Respectfully Submitted:** Len Taylor, Public Works Dir.

**Attachments:** Sweeper quote





27365 Zachary Avenue • Elko, MN 55020  
Office 952-461-3650 • Fax 952-461-3689

May 7, 2021

Dan Gaines, Fleet Coordinator  
City of Fergus Falls  
1127 E. Washington Ave.  
Fergus Falls, Minnesota 56537

Dear Dan,

Thank you for the opportunity to quote a new TYMCO 500X mounted on an International Chassis. The Minnesota State contract number is S-843(5), #190617.

Base Price:	\$289,150.00
Air Horn	\$350.00
Electric Heated West Coast Mirrors	Standard
12" Parabolic Mirrors	Standard
2 Cameras, Color Monitor	\$2,650.00
Cloth High Back Air Ride Seats	Standard
AM / FM / Aux Input	Standard
Abrasion Protection Package	Standard
Automatic Sweep Interrupt (ASI)	\$1,950.00
Auxiliary Hydraulic System	\$1,700.00
Gutter Broom Tilt Adjuster (Left & Right)	\$2,800.00
Reverse Pick-Up Head System	\$650.00
Hydraulic Curtain Lifter System	\$1,400.00
Hopper Vibrator, Electric	Standard
Air Dryer Brakes	Standard
Hopper Deluge System	\$1,450.00
High Output Water System	\$865.00
Base Price Includes Factory Training for 4 People in Waco, TX	Standard

Price:	\$302,965.00
Less Trade-in of TYMCO 500X:	<u>-\$55,000.00</u>
	\$247,965.00

**The City of Fergus Falls is responsible for 6.5% MN Vehicle Sales Tax, Titling/Registration fees.**

Thank you once again for your interest. Please feel free to contact me with any further questions.

Sincerely,

Alan D. Walford, Vice President

Agreement Between Greater Fergus Falls and  
The City of Fergus Falls

Be it resolved that The City of Fergus Falls, in its capacity to appropriate to Greater Fergus Falls through Minnesota Statute 469.191, is inclined to offer the following services agreement with the attached Memorandum of Understanding.

ECONOMIC DEVELOPMENT SERVICES AGREEMENT

THIS ECONOMIC DEVELOPMENT SERVICES AGREEMENT, First Amended Agreement, (the "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 201\_\_, by and among the City of Fergus Falls, Minnesota, a municipal corporation of the State of Minnesota (the "City") and Greater Fergus Falls Corp., a non-profit corporation organized and existing under the law in the State of Minnesota ("GFF"). This Agreement replaces all previous agreements entered into by and between the City and GFF, excluding any agreements GFF may have entered into directly with the Fergus Falls Port Authority.

WHEREAS, the City desires to work in partnership and cooperation with GFF to foster economic development and redevelopment within the City; and

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

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

WHEREAS, GFF agrees to accept appropriations from the City in exchange for its best efforts to promote, advertise, improve, and dedicate economic development services to the City.

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

THE CITY OF FERGUS FALLS GREATER FERGUS FALLS CORP.

BY \_\_\_\_\_ BY \_\_\_\_\_

Its Mayor

Its Chair

BY \_\_\_\_\_ BY \_\_\_\_\_

Its City Administrator

Its Secretary

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF FERGUS FALLS  
AND GREATER FERGUS FALLS  
REGARDING ECONOMIC DEVELOPMENT

(It is suggested that this be separate from the above agreement to allow for mutual adjustments over time,  
not only to be determined by the terms of the above agreement)

If this is truly going to be a partnership it is recommended that City Staff and Greater Fergus Falls create this memorandum of understanding together in a joint working session. City Council members and GFF Board might be invited to join in the conversation, should City and GFF choose to include them.





## Council Action Recommendation

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Page 1 of 1

**Meeting Date:** June 7, 2021

**Subject:** State Bond Funds - RTC

**Recommendation:** Seeking City Council direction regarding funds remaining from the State Bond funds approved by the 2018 Legislature

**Background/Key Points:**

During the 2018 Minnesota State Legislative session, the City of Fergus Falls was awarded \$3,500,000 from State Bond funds for use on the RTC campus. The anticipated end date for the State Bond funds is December 31, 2022. The following is the approved legislative language:

For a grant to the City of Fergus Falls for phases 2 and 3 of the deconstruction of the former regional treatment center campus to prepare the site for public use, redevelopment, and historic preservation purposes. This appropriation includes money for demolition of all or portions of buildings and other structures deemed unnecessary or undesirable for redevelopment or renovation, removal of debris, site preparation and remediation, hazardous materials abatement, and improvements for building envelope and structural integrity to stabilize existing buildings and structures for redevelopment or renovation. This demolition is part of a larger project to redevelop the campus of the regional treatment center. This appropriation may not be used to demolish the central tower or the U-shaped building connected to the central tower.

To date, the City has expended \$1,778,558.92 from the \$3,500,000 appropriation to demolish the buildings and tunnels located behind the U-shaped building.

The balance of funds available for future expenditure is \$1,721,441.08

The City Council should discuss and consider future uses for the remaining State Bond funds.

**Budgetary Impact:** The State Bond funds will be used to fund future RTC project expenditures

**Originating Department:** Administration and Finance

**Respectfully Submitted:** Andrew Bremseth, City Administrator and Bill Sonmor, Finance Director

**Attachments:**

None