



City of Fergus Falls Committee of the Whole Agenda

July 13, 2022

7:00 am

City Council Chambers

A. Call to Order

B. Roll Call

C. Discussion Items

1. Sales Tax Questions Update
Andrew Bremseth

2. Surplus Property
Kile Bergren
Requested Action: Recommendation to the council to declare vehicles and duty pistols as surplus items and authorize their disposal for trade-in value

3. County Wide Multi-Hazard Plan
Kile Bergren
Requested Action: Recommendation to the council to approve the county-wide multi-hazard plan

4. RTC Phase 3 Update
Brian Yavarow

5. Airport Fuel System Replacement Project
Brian Yavarow
Requested Action: Recommendation to the council to accept SEH's professional services agreement for alternate bid option design in the amount of \$18,200

6. Food Truck Ordinance Update
Klara Beck

7. Edible Cannabinoids
Klara Beck
Requested Action: Recommendation to the council to issue a moratorium on the sale of edible CBD products containing certain amounts of delta-8 and delta-9 cannabinoids in all R zones and within 500 feet of schools and direct the Planning Commission to perform zoning updates restricting sales to appropriate business zones

8. Fire Department Township Contracts

Ryan Muchow

Requested Action: Recommendation to the council to approve the fire contracts with the townships of Aurdal, Buse, Fergus Falls & Orwell and to authorize the Mayor and City Administrator to sign the fire contracts

D. Additional Agenda Items

E. Announcements

July 18 5:30 pm	City Council meeting
July 27 7:00 am	Committee of the Whole meeting
August 2-16	Filing period for City Council
August 9	State Primary Election- Polls open 7 am-9 pm

Adjourn



Council Action Recommendation

Page 1 of 2

Meeting Date:

July 13, 2022 Committee of the Whole

Subject:

2022 Sales Tax Ballot Question Update

Recommendation:

No action required at this time.

Background/Key Points:

During the 2021 Legislative Session, the City of Fergus Falls was given authorization to seek local approval to use a local option sales tax to fund two potential projects. Those two projects include the proposed Aquatics Center and the DeLagoon Park Improvement Project. The vote for these potential projects needs to be held during the 2022 General Election, which is set to take place on November 8, 2022.

To have these questions posed to the voters, the Council will need to approve the ballot language and the city will need to supply that to the County Auditor by August 26, 2022. Our goal is to have this language to the County Auditor prior to August 16th. Both projects require a separate question, so there will be two different questions for the voters to act on, assuming both projects are placed on the ballot.

The Council previously approved the scope of the DeLagoon Park project as:

Campground Master Plan Updates \$2,390,850
Sewer and Water Utility Extensions \$1,137,100
Soccer and Softball Restroom/Concession Buildings \$ 299,050
Baseball Field Lighting \$ 625,000
Softball Complex Lighting \$ 748,000
Total \$5,200,000

The City has the authority from the State to authorize \$5.2 million in Sales Tax on this project, contingent on the local election.

The authority the City has received from the State regarding the Aquatic Center project is \$7.8 million. In the tax bill, which has not yet been approved, the city would have been given an increase of \$3 million, making the new authorization up to \$10.8 million.

In working with the appropriate people at the State of MN, our bond counsel and our lobbyist, we have determined that we can pose the question of \$10.8 million to the voters of Fergus Falls. With the passage of the tax bill, we will have the additional authorization we need, should the vote be successful.

Proposed ballot language is attached. This language was prepared by our bond attorney and should be in final form. Please review and let us know if you have any concerns. We will ask for Council approval at an upcoming meeting, so we can get the approved language to the County Auditor by August 16.

Budgetary Impact:

N/A

Originating Department:

Administration

Respectfully Submitted:

Andrew Bremseth, City Administrator

Attachments:

Proposed ballot language

OFFICIAL
ELECTION BALLOT

CITY OF FERGUS FALLS
OTTER TAIL COUNTY
MINNESOTA

INSTRUCTION TO VOTERS:

To vote, completely fill in the oval(s) next to your choice(s) like this: ●

If you wish to vote in favor of the below propositions, fill in the oval next to the word "YES". If you wish to vote against the below propositions, fill in the oval next to the word "NO".

QUESTION NO. ____ SHALL THE CITY IMPOSE A SALES AND USE TAX FOR THE
AQUATICS CENTER PROJECT?

<input type="radio"/> YES	Shall the City of Fergus Falls impose a sales and use tax of one-half of one percent (0.50%) until December 31, 2037, or until \$10,800,000 is raised, plus an amount equal to interest and the costs of issuance of any bonds issued to finance the project, whichever comes first, to finance an aquatics center?
<input type="radio"/> NO	

QUESTION NO. ____ SHALL THE CITY IMPOSE A SALES AND USE TAX FOR THE
DELAGOON IMPROVEMENT PROJECT?

<input type="radio"/> YES	Shall the City of Fergus Falls impose a sales and use tax of one-half of one percent (0.50%) until December 31, 2037, or until \$5,200,000 is raised, plus an amount equal to interest and the costs of issuance of any bonds issued to finance the project, whichever comes first, to finance the DeLagoon Improvement Project?
<input type="radio"/> NO	



Council Action Recommendation

Meeting Date: July 13, 2022

Subject: Surplus Property

Recommendation: Declare the following items surplus and sell or trade them towards the purchase of new:

Background/Key Points:

Unit 2084 2018 Ford Police Interceptor VIN: 1FM5K8AR6JGA71638
Unit 2085 2018 Ford Police Interceptor VIN: 1FM5K8AR8JGA71639

	Serial Number	Model
Duty Pistols	LSE821	Glock 21
	WCX981	Glock 21
	VYF591	Glock 21
	WCX979	Glock 21
	WCX983	Glock 21
	WCX978	Glock 21
	WCX982	Glock 21
	VYF589	Glock 21
	VYF585	Glock 21
	SPV234	Glock 22
	VYF588	Glock 21
	VLR199	Glock 21
	VYF587	Glock 21
	VYF590	Glock 21
	VLP965	Glock 21
	WCX976	Glock 21
	WCX977	Glock 21
	WCX975	Glock 21
	VLS866	Glock 21
	VYF593	Glock 21
	WCX980	Glock 21
	VYF586	Glock 21
	WCX984	Glock 21
	VYF592	Glock 21

Budgetary Impact: \$4,400 cost for the pistol replacement.
Vehicle replacements are budgeted.

Originating Department: Public Safety

Respectfully Submitted: Kile Bergren, Chief of Public Safety



Council Action Recommendation

Page 1 of 1

Meeting Date: July 13, 2022

Subject: Multi-hazard Mitigation Plan

Recommendation: Approve Resolution of County Wide Multi-Hazard Plan

Background/Key Points: The City of Fergus Falls, along with Otter Tail County, participated in a county wide hazard mitigation plan. The plan took an all hazards approach and looked for mitigation strategies for a number of potential events. A copy of the relevant hazards and potential action plans specific to the city is included with the recommendation.

Budgetary Impact: N/A.

Originating Department: Public Safety

Respectfully Submitted: Kile Bergren, Chief of Public Safety

City of Fergus Falls Mitigation Action Chart

CITY OF FERGUS FALLS Mitigation Action Chart

#	Hazard	Mitigation Strategy	Mitigation Action	Status Priority Timeframe	Responsibility	Comments on Implementation & Integration	Possible Funding
1	All-Hazards	Education & Awareness Programs	Encourage all city residents to sign-up for the county's Smart911 emergency notification alert system.	Existing High Ongoing	City Admin, City EM	A link to sign up for the OTC Smart911 system is provided on the city webpage and social media.	City
2	Severe Winter & Summer Storms	Education & Awareness Programs	Provide education and outreach to residents on personal preparedness for severe weather events and extended power outages.	Existing High Ongoing	City Admin, City EM	We use our city webpage and department Facebook pages to share information on severe weather and emergency preparedness.	City
3	Severe Winter & Summer Storms	Mitigation Preparedness & Response Support	Obtain a backup generator for our City Hall and waste water and fresh water treatment facilities to ensure continuity of city services in the event of a power failure.	Existing High TBD	City Admin, City PW & Utilities	The city will purchase generators as city funding allows.	City
4	Severe Winter & Summer Storms	Mitigation Preparedness & Response Support	Work in partnership with other agencies on planning and training activities for emergency response following a disaster.	Existing High Ongoing	City Admin, City EM	We continue working in partnership with the Salvation Army, American Red Cross, and local faith-based groups to aid in sheltering and preparedness activities for when faced with a disaster. Currently guests staying at the campground have to drive over 2 miles to the fire station to seek shelter, which is not advisable during a storm. The mobile home parks also lack a storm shelter. The city will work with Otter Tail County Emergency Management to assess and discuss possible construction projects, as well as where outside supportive funding could come from.	City
5	Severe Summer Storms	Structure & Infrastructure Projects	Address the need for construction of a storm shelter or tornado safe room at our city-owned Delagoon Park & Campground and our mobile home parks.	New High TBD	City Admin, City EM in coord with OTCEM		City, TBD



Council Action Recommendation

Page 1 of 1

Meeting Date:

July 13, 2022 – Committee of the Whole

July 18, 2022 – City Council

Subject:

PI No. 9348 – Airport Fuel System Replacement (Jet A & 100LL)

Recommendation:

- Accept SEH's professional services agreement for alternate bid option design in the amount of \$18,200.00

Background/Key Points:

The current fuel system design consists of a new 100LL and Jet A above ground tank fuel system. Based on feedback from fuel system suppliers and current market pricing of similar fuel system projects, we determined sufficient funding is not available to proceed with the full replacement. In fact, funding might only permit one new fuel system. In this case the 100 LL system would be preferred system to replace.

Because of this, I recommend enhancing the bidding documents to include a new underground tank facility, similar to the existing system, as an alternate bid option. We believe there is savings by replacing the system (underground) which will be closer to the existing dispenser cabinet.

SEH and Endpoint Solution (fuel system subconsultant) and staff have developed a final design amendment. By accepting this, an underground facility would be incorporated into the bidding documents as an alternate.

The tentative bid opening is scheduled for late July, 2022. Once all costs are known the final budget will be presented to this Council for contract award contingent on receiving a State Grant agreement.

Budgetary Impact:

SEH's fees are eligible reimbursable expenses thru the State Airport Grant program.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. - City Engineer

Attachments:

FOOD TRUCKS

Fergus Falls, MN Code of Ordinances
Chapter 72: Parking Rules

Prepared by : Klara Beck & Lynne Olson





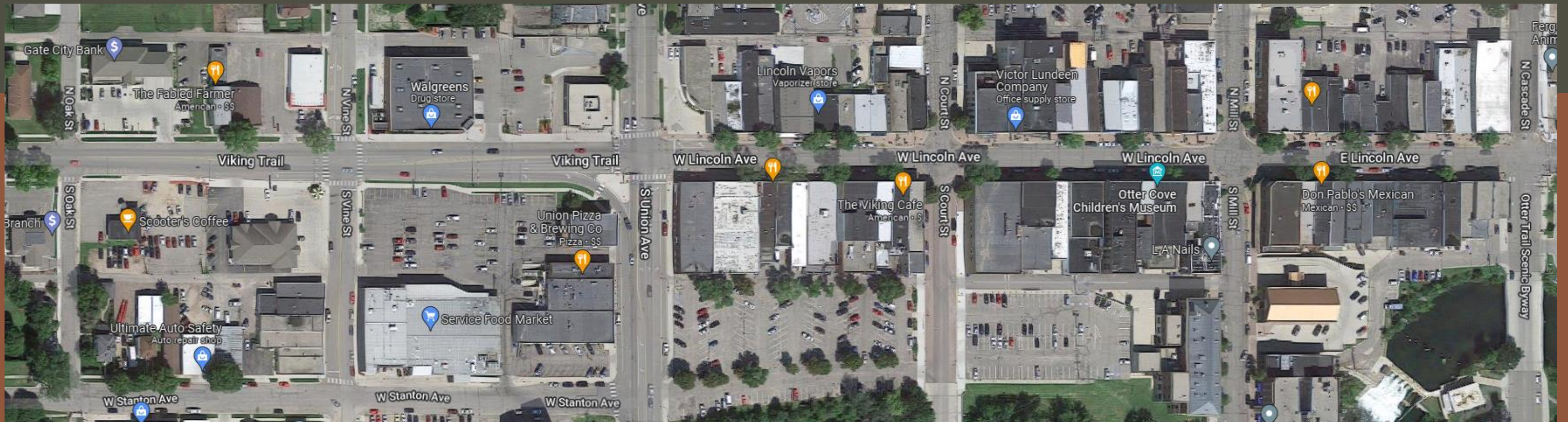
§72.45 DEFINITIONS

City Staff recommend removing the definition of Commissary from the food truck ordinance. It does not appear other than in definitions. The following definitions will remain:

MOBILE FOOD TRUCK and MOBILE FOOD TRUCK/VENDOR, VEND or VENDING.

§72.46 RESTRICTIONS ON VENDING ACTIVITIES

City Staff recommend removing Section (A) prohibiting vending on Lincoln Ave between Oak St and Friberg Ave and near schools, refining language in (B), editing (C) which currently restricts operating hours on private property, and adding "All food trucks shall meet all requirements needed to obtain licenses from the local health authority and the State of Minnesota" as a final point.





§72.45

LOCATION

OR

PLACEMENT

City Staff recommend removing (G), which prohibits the connection to public utilities, and adding a new point reading "State law limits food trucks from parking in one spot for more than 21 consecutive days."



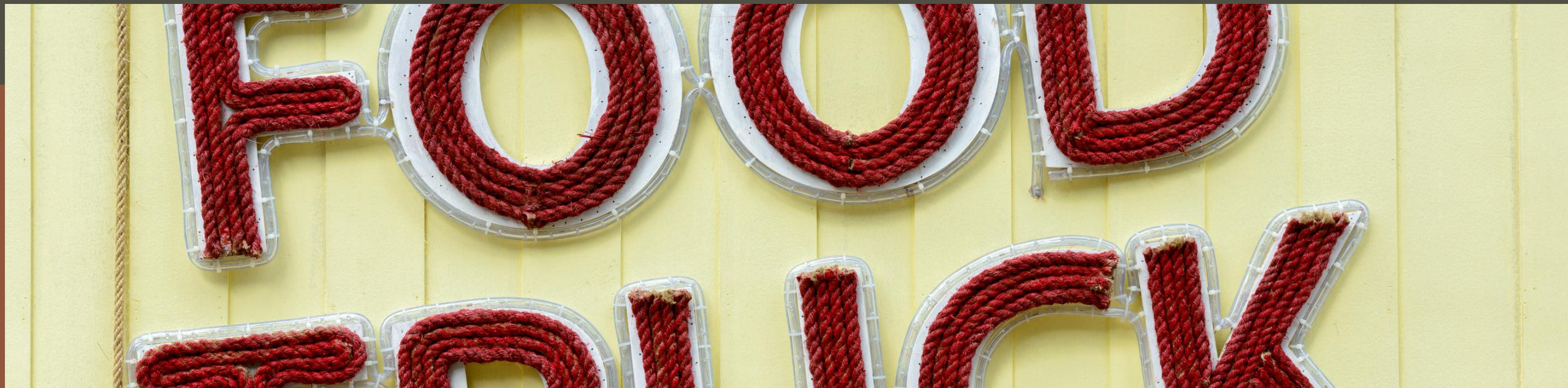
§72.49 DIMENSIONS

City Staff recommend removing the section entirely as no mechanism exists for City staff to monitor the dimensions of a food truck.

§72.49 SIGNS AND APPURTENANCES

Recommendation:

- Remove language requiring signage be attached to vehicle/ trailer & clarify signage must allow for the safe passage of pedestrians near the vehicle/ trailer.
- Remove language restricting generator noise levels to 70 decibels, which is difficult to test or enforce.
- Remove (D), which restricts sounds discernible beyond the unit (example: music).
- Edit (E) to say the "vending site must be cleaned of all litter and garbage generated by the unit and customers before the unit leaves the location."



AND FINALLY,

City staff recommend the addition of a license for the operation of a food truck within city limits.

A license will ensure:

- Compliance with County and State regulations for food trucks
- Payment to cover the use of City utilities

Staff suggest the permit be offered for an annual fee of \$100 or as a short-term (3 day) license for \$50.



MOBILE FOOD TRUCK PARKING

§ 72.45 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

~~COMMISSARY. A permanent, state-licensed location which services food trucks, including, but not limited to, the provisions of food storage, paper goods and supplies, waste and grease disposal and food preparation.~~

MOBILE FOOD TRUCK and MOBILE FOOD TRUCK/VENDOR.

(1) Any self-propelled vehicle or fully contained trailer, licensed by the state to operate on public streets and roadways, which vends food (either prepackaged, prepared in the unit or at a commissary) at retail for immediate consumption by the customer.

(2) The vehicle and/or trailer may also be referred to herein as UNIT.

VEND or VENDING.

(1) The process of the transfer of a food product from the unit operator to a customer.

(2) VENDING begins when the unit initially stops in a location at which customers can access the unit and continues until the unit leaves that location.

(2002 Code, § 5.22) (Ord. 124, Second Series, effective 12-9-1977; Ord. 76, Third Series, effective 1-10-1983; Ord. 159, Third Series, effective 12-1-1987; Ord. 40, Seventh Series, effective 6-4-2016)

§ 72.46 RESTRICTIONS ON VENDING ACTIVITIES.

~~(A) Mobile food trucks/vendors are prohibited from vending activity on Lincoln Avenue in the area bounded by Friberg Avenue to the east and Oak Street to the west within the city and from vending activity on any public street or private property within 200 feet from a public or private school as measured from the outer property line of the public or private school.~~

(B) Mobile food trucks/vendors are prohibited from vending activities within 200 feet of a **community** event for which the city has issued a special event permit, unless they are specifically authorized by the event sponsor to participate in the event. The terms of the special event permit shall apply.

(C) Mobile food trucks/vendors are allowed to vend on public streets between the hours of 8:00 a.m. to 10:00 p.m. inclusive, ~~and on private property between the hours of 7:00 a.m. to 10:00 p.m. inclusive, on all days of the week.~~

(C/D) All food trucks shall meet all requirements needed to obtain licenses from the local health authority and the State of Minnesota.

(2002 Code, § 5.22) (Ord. 124, Second Series, effective 12-9-1977; Ord. 76, Third Series, effective 1-10-1983; Ord. 159, Third Series, effective 12-1-1987; Ord. 40, Seventh Series, effective 6-4-2016) Penalty, see § 72.99

§ 72.47 LOCATION OR PLACEMENT.

Mobile food trucks/vendors shall be located or placed as follows.

(A) On public streets and in city public parks, no unit shall occupy more than two parking spaces.

(B) In no case shall a unit vend while occupying a traffic lane, parked on a sidewalk or in any location which obstructs or impedes traffic.

(C) The unit shall vend only from the side of the vehicle away from moving traffic and as near as possible to the curb or side of the street.

(D) The unit shall not vend to any person standing in the traveled portion of any public roadway.

(E) On public streets, no unit shall vend within 60 feet of the intersection of two or more public streets, nor within 30 feet of a driveway which enters onto a public street, except within designated areas authorized by the city.

(F) No unit shall vend while the unit is in motion.

~~(G) Connection of the unit to public utilities is not permitted.~~

(H) There shall be no overnight parking of food trucks on the public right-of-way.

(I) State law limits food trucks from parking in one spot for more than 21 consecutive days.

(2002 Code, § 5.22) (Ord. 124, Second Series, effective 12-9-1977; Ord. 76, Third Series, effective 1-10-1983; Ord. 159, Third Series, effective 12-1-1987; Ord. 40, Seventh Series, effective 6-4-2016)

~~§ 72.48 DIMENSIONS.~~

~~No mobile food truck shall exceed 32 feet in length (overall length for a self-propelled vehicle; trailer length, including the towing vehicle, for self-contained trailers) or 14 feet in height.~~

~~(2002 Code, § 5.22) (Ord. 124, Second Series, effective 12-9-1977; Ord. 76, Third Series, effective 1-10-1983; Ord. 159, Third Series, effective 12-1-1987; Ord. 40, Seventh Series, effective 6-4-2016) Penalty, see § 72.99~~

§ 72.49 SIGNS AND APPURTENANCES.

(A) ~~Mobile food trucks/vendors shall not employ or utilize any signs that are not attached directly to the vehicle/trailer.~~ Signs may not project above the unit, ~~nor more than two feet from the side of the unit.~~ No flashing, strobing or intermittent lighting is allowed.

~~(B) No external seating shall be provided or utilized, except as may be provided by the owner, manager or agent of any private property on which the unit may be properly located.~~

(C) Any generator used by the unit must be self-contained within or on the unit, screened from view ~~and operate at no more than 70 decibels.~~

~~(D) While vending, the operator may not call attention to the unit by crying out, blowing a horn, ringing a bell or playing music or other sounds discernible beyond the unit. Amplified sound is not permitted outside of the unit.~~

(E) ~~Waste receptacle(s) must be provided by the unit operator and the~~ vending site must be cleaned of all litter and garbage generated by the unit and customers before the unit leaves the location.

(2002 Code, § 5.22) (Ord. 124, Second Series, effective 12-9-1977; Ord. 76, Third Series, effective 1-10-1983; Ord. 159, Third Series, effective 12-1-1987; Ord. 40, Seventh Series, effective 6-4-2016) Penalty, see § 72.99

§ 72.99 PENALTY.

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99 of this code of ordinances.

(B) Any violation of §§ 72.45 through 72.49 of this chapter, including, but not limited to, the vending operation of a mobile food truck within the city without a license issued pursuant to §§ 72.45 through 72.49 of this chapter, shall be a misdemeanor punishable by up to a \$1,000 fine and/or 90 days in jail.

(2002 Code, § 5.22) (Ord. 124, Second Series, effective 12-9-1977; Ord. 76, Third Series, effective 1-10-1983; Ord. 159, Third Series, effective 12-1-1987; Ord. 40, Seventh Series, effective 6-4-2016)

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(1) Any self-propelled vehicle or fully contained trailer, licensed by the state to operate on public streets and roadways, which vends food (either prepackaged, prepared in the unit or at a commissary) at retail for immediate consumption by the customer.

(2) The vehicle and/or trailer may also be referred to herein as **UNIT**.

VEND or **VENDING.**

(1) The process of the transfer of a food product from the unit operator to a customer.

(2) **VENDING** begins when the unit initially stops in a location at which customers can access the unit and continues until the unit leaves that location.

(2002 Code, § 5.22) (Ord. 124, Second Series, effective 12-9-1977; Ord. 76, Third Series, effective 1-10-1983; Ord. 159, Third Series, effective 12-1-1987; Ord. 40, Seventh Series, effective 6-4-2016)

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(B) Mobile food trucks/vendors are prohibited from vending activities within 200 feet of a community event for which the city has issued a special event permit, unless they are specifically authorized by the event sponsor to participate in the event. The terms of the special event permit shall apply.

(C) Mobile food trucks/vendors are allowed to vend on public streets between the hours of 8:00 a.m. to 10:00 p.m. inclusive, and on private property between the hours of 7:00 a.m. to 10:00 p.m. inclusive, on all days of the week.

(2002 Code, § 5.22) (Ord. 124, Second Series, effective 12-9-1977; Ord. 76, Third Series, effective 1-10-1983; Ord. 159, Third Series, effective 12-1-1987; Ord. 40, Seventh Series, effective 6-4-2016) Penalty, see § 72.99

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(B) In no case shall a unit vend while occupying a traffic lane, parked on a sidewalk or in any location which obstructs or impedes traffic.

(C) The unit shall vend only from the side of the vehicle away from moving traffic and as near as possible to the curb or side of the street.

(D) The unit shall not vend to any person standing in the traveled portion of any public roadway.

(E) On public streets, no unit shall vend within 60 feet of the intersection of two or more public streets, nor within 30 feet of a driveway which enters onto a public street, except within designated areas authorized by the city.

(F) No unit shall vend while the unit is in motion.

(G) Connection of the unit to public utilities is not permitted.

(H) There shall be no overnight parking of food trucks on the public right-of-way.

(2002 Code, § 5.22) (Ord. 124, Second Series, effective 12-9-1977; Ord. 76, Third Series, effective 1-10-1983; Ord. 159, Third Series, effective 12-1-1987; Ord. 40, Seventh Series, effective 6-4-2016)

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(B) No external seating shall be provided or utilized, except as may be provided by the owner, manager or agent of any private property on which the unit may be properly located.

(C) Any generator used by the unit must be self-contained within or on the unit, screened from view and operate at no more than 70 decibels.

(D) While vending, the operator may not call attention to the unit by crying out, blowing a horn, ringing a bell or playing music or other sounds discernible beyond the unit. Amplified sound is not permitted outside of the unit.

(E) Waste receptacle(s) must be provided by the unit operator and the vending site must be cleaned of all litter and garbage generated by the unit and customers before the unit leaves the location.

(2002 Code, § 5.22) (Ord. 124, Second Series, effective 12-9-1977; Ord. 76, Third Series, effective 1-10-1983; Ord. 159, Third Series, effective 12-1-1987; Ord. 40, Seventh Series, effective 6-4-2016) Penalty, see § 72.99

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(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99 of this code of ordinances.

(B) Any violation of §§ 72.45 through 72.49 of this chapter, including, but not limited to, the vending operation of a mobile food truck within the city without a license issued pursuant to §§ 72.45 through 72.49 of this chapter, shall be a misdemeanor punishable by up to a \$1,000 fine and/or 90 days in jail.

(2002 Code, § 5.22) (Ord. 124, Second Series, effective 12-9-1977; Ord. 76, Third Series, effective 1-10-1983; Ord. 159, Third Series, effective 12-1-1987; Ord. 40, Seventh Series, effective 6-4-2016)



City Council Action Recommendation

Page 1 of 1

Meeting Date:

July 13, Committee of the Whole

Subject:

City Response to Edible Cannabinoids

Recommendation:

Issue a moratorium on the sale of edible CBD products containing certain amounts of delta-8 and delta-9 cannabinoids in all R zones and within 500 feet of schools and direct the Planning Commission to perform zoning updates restricting sales to appropriate business zones.

Background/Key Points:

It is now legal to sell certain edibles and beverages infused with tetrahydrocannabinol (THC), the cannabis ingredient extracted from hemp. The new law was passed by the Legislature as part of Chapter 98. The language authorizes certain amounts of both delta-8 and delta-9 in edible CBD products.

At present, regulation of edible CBD products falls under the state Board of Pharmacy. City staff feel this regulation at the state level is sufficient and do not recommend introducing separate licensing for the sale of CBD products within City limits at this time.

City staff do feel it appropriate to introduce a certain level of regulation of the sale of CBD products into the City zoning code, which also contemplates the sale of tobacco and alcohol and restricts those sales to business zones. The appropriate way for zoning updates to occur is first through the Planning Commission, who will recommend updates to the City Council for final approval.

Budget Impact:

N/A

Originating Department:

Community Development

Respectfully Submitted:

Klara Beck

Community Development Manager



Council Action Recommendation

Page 1 of 1

Meeting Date: July 13th, 2022 Committee of the Whole

Subject: Fire Department Township Contracts

Recommendation: Council Resolution to approve the fire contracts with the townships of Aurdal, Buse, Fergus Falls & Orwell. Authorize the mayor and city administrator to sign the fire contract.

Background/Key Points: The Fire Department has a long history of providing fire protection to our surrounding Townships through contracts. The Fire Department hosted a meeting in January to discuss contract renewal and provide a question-and-answer session for township officials. Prior to the meeting the proposed contract was reviewed by the City Administrator and City Attorney. All townships received an updated version of the contract and have since signed and returned it.

Budgetary Impact: The township contracts provide approximately \$90,000 towards the annual Fire Department budget.

Originating Department: Fire Department

Respectfully Submitted: Ryan Muchow

Attachments: Township Contract

FIRE SERVICES AGREEMENT BETWEEN
THE CITY OF FERGUS FALLS AND THE TOWNSHIPS
OF AURDAL, BUSE, FERGUS FALLS AND ORWELL

THIS AGREEMENT is made and entered into this _____ day of _____, 2022~~16~~, between the CITY OF FERGUS FALLS, a municipal corporation organized under the laws of the State of Minnesota, (the "City"), and the TOWNSHIP OF AURDAL, a municipal corporation of the County of Otter Tail and State of Minnesota; the TOWNSHIP OF BUSE, a municipal corporation of the County of Otter Tail and State of Minnesota; the TOWNSHIP OF FERGUS FALLS, a municipal corporation of the County of Otter Tail and State of Minnesota; and the TOWNSHIP OF ORWELL, a municipal corporation of the County of Otter Tail and State of Minnesota, (collectively the "Township(s)");

In consideration of the mutual promises and agreements hereinafter set forth the parties do hereby agree as follows:

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1. Townships agree to purchase from City, and City agrees to provide Townships, fire protection services as explained, or limited, within this agreement.

2. The Fire Department of City will answer any and all fire calls to Township and will respond to such calls with suitable firefighting apparatus and equipment, consisting of at least six (6) firefighters, a water tanker and two units capable of pumping water provided weather or other circumstances permit such proper response. The fire department Incident Commander shall exercise judgment to determine how best to allocate the available resources of the City fire department under the circumstances of a given situation which may include calling for additional fire department units (including the ladder truck) to respond to the scene. Failure to provide fire services because of weather, road conditions, unavailability of apparatuses and equipment, or other conditions beyond the control of the City shall not be deemed a breach of this contract. The decision of the Chief of the Fire Department or other Fire Department officer in charge shall be final in such matter. The Parties understand and agree the City will endeavor to provide the fire services to the best of its ability given the

circumstances, but the City makes no guarantee that the services it actually provides in a given situation will meet any particular criteria or standard.

3. The parties agree the City shall not be liable to Township for loss or damage of any kind whatever resulting from any failure to prevent, control or extinguish any fire, whether such loss or damage is caused by the negligence of the officers, agents, or employees of the City or its Fire Department, or otherwise.

4. The parties agree the City will make no claim against Township on account of damage to the property of the City while in the fire service of Township.

5. The City shall maintain general liability insurance for its services protecting itself against damage claims of its firefighters for personal injuries sustained while in the service of Township, and further will carry general liability insurance and agrees to hold the Township harmless from the negligent acts of its firefighters while engaged in firefighting services.

6. The agreement shall commence on ~~April~~ ~~January~~ 1, 20~~22~~~~17~~ and shall expire 5 years from that date unless terminated earlier as provided herein.

7. Each Township agrees to pay City an annual payment amount payable in four equal installments on the fifteenth day of January, April, July and October of each year during the term of this agreement.

The annual payment amount shall be determined annually according to the following formula:

Township Population + Use + Market Valuation divided by 3

Population shall be the most recent figures available.

Use 5 year average usage figures to include all chargeable calls within established boundaries excluding Mutual Aid.

Market Value shall be the most recent tax assessed market value for taxable and non-taxable structures.

Percentages will be arrived at for City and Township based on this formula.

City will provide new Percentages to Township each year along with Fire Department adopted budget figures.

8. This contract shall commence on the effective date indicated above and shall expire 5 years from that date unless terminated earlier as provided herein

9. Any party, upon one calendar year written notice to the other party, may cancel this agreement and a copy of such notice shall be transmitted to the Minnesota State Insurance Commissioner; upon the expiration of such year, the rights and liabilities hereunder shall cease and this agreement shall be deemed terminated as it relates to the City and the Township.

10. In addition to the foregoing, the City shall have the right to make a charge to the owners of the property or responsible party subject to a Fire Department response call or to the insurer as compensation for the firefighters of the City's Fire Department present at such fire call. Such charge shall be based upon the City Fire Department Fee Schedule, as adopted yearly by the City Council. ~~at the rate of \$300.00 for the first hour, or part thereof, and \$200.00 an hour for each hour thereafter.~~ The City and Township agree that after the city has made three attempts to collect from the property owner the charge to the property owner for the fire call and the owner fails to pay the city, the Township will certify the amount of the fire call charge to the county to levy against the property taxes. All monies collected for fire call charges so certified shall be paid to the City. In the event that the City provides other equipment by virtue of its mutual aid fire agreements with other municipalities, the cost to the property owner shall be as provided for in this paragraph. In the event that the property owner is responsible for calling other fire departments to respond to said fire emergency, then and in that event the property owner shall be responsible for any and all additional costs incurred by said Fire Department.

11. The Township may select one of its members to meet and confer with the Tax Levy Board of City for the purpose of reviewing and providing input for the City's Fire Department budget and providing input in any other

related matters referenced in this contract which shall take place annually prior to the submission of the Fire Department's budget request to the Tax

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Levy Board and prior to the submission of the Tax Levy Board's proposed annual budget to the City Council of City.

12. Any and all notices required to be served pursuant to this agreement shall be complete if mailed, by postage prepaid, to the following entities- addresses:

To City:Office of the City Administrator

~~City Hall, P. O. Box 868~~

~~Fergus Falls, Minnesota~~

To Township:Aurdal Town Clerk

~~Township Hall~~

~~Fergus Falls, Minnesota~~

Buse Town Clerk

~~Township Hall~~

~~Fergus Falls, Minnesota~~

Fergus Falls Town Clerk

~~Township Hall~~

~~Fergus Falls, Minnesota~~

Orwell Town Clerk

~~Township Hall~~

~~Fergus Falls, Minnesota~~

13. This agreement contains the entire agreement between the parties and no alterations, variations, modifications, of waivers of the provisions of this agreement are valid unless reduced to writing, signed by the City and the Townships, and attached hereto.

14. This is a service contract. The parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint powers agreement, joint venture, or joint enterprise between the parties.

15. This contract shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings related to this contract shall be venued in Otter Tail County, State of Minnesota.

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16. The provisions of this contract shall be deemed severable. If any part of this contract is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this contract.

17. This agreement contains all of the terms agreed upon between City and Township with respect to the subject matter hereof and any and all former understandings whether oral or written are hereby superseded by this contract.

IN WITNESS WHEREOF, the parties have executed this contract effective on the dated indicated above.



CITY OF FERGUS FALLS

BY _____
Its Mayor

BY _____ Its City Administrator

STATE OF MINNESOTA

COUNTY OF OTTER TAIL

The foregoing agreement was acknowledged before me this _____ day of _____, 2022~~16~~, by _____ and _____, the Mayor and City Administrator of the City of Fergus Falls, a municipal corporation, on behalf of said corporation.

Notary Public, Otter Tail Co., MN

ATTESTED:TOWNSHIP OF AURDAL

BY _____
Its Chairman

BY _____
Its Town Clerk

STATE OF MINNESOTA

COUNTY OF OTTER TAIL

The foregoing agreement was acknowledged before me this _____ day of _____, 20~~22~~¹⁶, by _____ and _____, the Chairman and Clerk of the Township of Aurdal, a municipal corporation, on behalf of said corporation.

Notary Public, Otter Tail Co., MN

ATTESTED:TOWNSHIP OF BUSE

BY _____
Its Chairman

BY _____
Its Town Clerk

STATE OF MINNESOTA

COUNTY OF OTTER TAIL

The foregoing agreement was acknowledged before me this _____ day of _____, 20~~22~~¹⁶, by _____ and _____, the Chairman and Clerk of the Township of Buse, a municipal corporation, on behalf of said corporation.

Notary Public, Otter Tail Co., MN

ATTESTED:TOWNSHIP OF FERGUS FALLS

BY _____
Its Chairman

BY _____
Its Town Clerk

STATE OF MINNESOTA

COUNTY OF OTTER TAIL

The foregoing agreement was acknowledged before me this _____ day of
| _____, 20~~22~~¹⁶, by _____ and
_____, the Chairman and Clerk of the Township of
Fergus Falls, a municipal corporation, on behalf of said corporation.

Notary Public, Otter Tail Co., MN

ATTESTED:TOWNSHIP OF ORWELL

BY _____
Its Chairman

BY _____
Its Town Clerk

STATE OF MINNESOTA

COUNTY OF OTTER TAIL

The foregoing agreement was acknowledged before me this _____ day of _____, 20~~22~~¹⁶, by _____ and _____, the Chairman and Clerk of the Township of Orwell, a municipal corporation, on behalf of said corporation.

Notary Public, Otter Tail Co., MN