



## City of Fergus Falls Committee of the Whole Agenda

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July 27, 2022

7:00 am

City Council Chambers

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A. Call to Order

B. Roll Call

C. Discussion Items

1. GO Bond Sale for Campus View Development Project  
Bill Sonmor  
Requested Action: AS A CITY COUNCIL  
Resolution providing for the issuance and sale of \$1,670,000 General  
Obligation Tax Revenue Bonds, Series 2022A
2. Connecting People to the Outdoors Grant  
Klara Beck  
Requested Action: AS A CITY COUNCIL  
Resolution authorizing the submission of a regional legacy connecting people  
to the outdoors grant for the dairy project
3. Fergus Falls Public Library Update  
Gail Hedstrom
4. Underground Electrical Easement  
Brian Yavarow  
Requested Action: Recommendation to the council authorizing staff to  
execute an underground electric power line easement with Otter Tail Power  
Company
5. FFM Airport Management Agreement-Amendment No. 1  
Brian Yavarow  
Requested Action: Recommendation to the council directing the City Engineer  
and City Attorney to execute Amendment No. 1 to the Airport Management  
Agreement
6. ICON Pavement Management System  
Brian Yavarow  
Requested Action: Recommendation to the council to accept Good Pointe  
Technology Inc. services in the amount of \$28,433

7. Real Estate Policy Update  
Klara Beck
8. Contract for Services with Matthew House  
Len Taylor  
Requested Action: Matthew House request for a \$10,000 contract with the city to clean up the Broken Down Dam Park

D. Additional Agenda Items

E. Announcements

- August 1 5:30 pm City Council Meeting
- August 2-16 Candidate Filing Period Open
- August 9 State Primary Election
- August 10 Committee of the Whole Meeting

Adjourn

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

HELD: July 27, 2022

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Fergus Falls, Otter Tail County, Minnesota, was duly held at the City Hall on July 27, 2022, at 7:00 A.M., for the purpose, in part, of authorizing the issuance and awarding the sale of \$1,670,000 General Obligation Tax Increment Revenue Bonds, Series 2022A.

The following members were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

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

RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF \$1,670,000  
GENERAL OBLIGATION TAX INCREMENT REVENUE BONDS, SERIES 2022A

A. WHEREAS, the City Council of the City of Fergus Falls, Minnesota (the "City"), has heretofore established Development District No. 4 (the "Development District") pursuant to the provisions of Minnesota Statutes, Sections 469.124 through 469.133, and has approved a Development Program (the "Program") with respect to the Development District; and

B. WHEREAS, the Council has also heretofore established Tax Increment Financing District No. 4-14 as a housing district within the Development District (the "Tax Increment District") under the provisions of Minnesota Statutes, Sections 469.174 through 469.1794 and has approved a tax increment financing plan (the "Plan") with respect to the Tax Increment District; and

C. WHEREAS, pursuant to the provisions of the Program and Plan, funds are to be expended within the Development District to provide funds to finance public improvements related to Tax Increment District as set forth in the Plan (the "Project"); and

D. WHEREAS, the City Council has heretofore determined that it is necessary and expedient to issue \$1,670,000 General Obligation Tax Increment Revenue Bonds, Series 2022A (the "Bonds" or individually, a "Bond"), pursuant to Minnesota Statutes, Chapters 469 and 475, to finance the Project; and

E. WHEREAS, the City has retained Baker Tilly Municipal Advisors, LLC, in St. Paul, Minnesota ("Baker Tilly MA"), as its independent municipal advisor for the sale of the Bonds and was therefore authorized to sell the Bonds by private negotiation in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9) and proposals to purchase the Bonds have been solicited by Baker Tilly MA; and

F. WHEREAS, the proposals set forth on Exhibit A attached hereto were received by the City Administrator, or designee, at the offices of Baker Tilly MA at 10:00 A.M. on July 19, 2022, pursuant to the Terms of Proposal established for the Bonds; and

G. WHEREAS, it is in the best interests of the City that the Bonds be issued in book-entry form as hereinafter provided; and

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

1. Acceptance of Proposal; Ratification. The proposal of Northland Securities, Inc., in Minneapolis, Minnesota (the "Purchaser"), to purchase the Bonds, in accordance with the Terms of Proposal, at the rates of interest hereinafter set forth, and to pay therefor the sum of \$1,663,293.45, plus interest accrued to settlement, is hereby found, determined and declared to be the most favorable proposal received, is hereby accepted and the Bonds are hereby awarded to the Purchaser.

The City Council hereby affirms and ratifies: (i) Resolution No. 136-2022, adopted on June 21, 2022 (the "Preliminary Resolution"), granting authority to the Mayor, City Administrator and Finance Director to approve the sale of the Bonds pursuant to the parameters contained therein, and (ii) the approval of, and actions taken in regards thereto by, the Mayor, the City Administrator and the Finance Director for the sale of the Bonds. The Preliminary Resolution is hereby incorporated as though fully set forth herein. This resolution constitutes the "Ratifying Resolution" contemplated by the Preliminary Resolution.

2. Bond Terms.

(a) Title; Original Issue Date; Denominations; Maturities; Term Bond Option. The Bonds shall be dated August 18, 2022, as the date of original issue and shall be issued forthwith on or after such date in fully registered form. The Bonds shall be numbered from R-1 upward in the denomination of \$5,000 each or in any integral multiple thereof of a single maturity (the "Authorized Denominations"). The Bonds shall mature on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2032*	\$275,000	2043*	\$365,000
2036*	320,000	2048*	450,000
2039*	260,000	* Term Bond	

For the purpose of complying with Minnesota Statutes, Section 475.54, Subdivision 1, the maturity schedule for the Bonds has been combined with the maturity schedule of the City's outstanding General Obligation Bonds, Series 2020A, in the original principal amount of \$7,405,000, dated October 28, 2020, as permitted by Minnesota Statutes, Section 475.54, Subdivision 2.

As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing

principal repayment schedule, and corresponding additions may be made to the provisions of the applicable Bond(s).

(b) Book Entry Only System. The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York or any of its successors or its successors to its functions hereunder (the "Depository") will act as securities depository for the Bonds, and to this end:

(i) The Bonds shall be initially issued and, so long as they remain in book entry form only (the "Book Entry Only Period"), shall at all times be in the form of a separate single fully registered Bond for each maturity of the Bonds; and for purposes of complying with this requirement under paragraphs 5 and 10 Authorized Denominations for any Bond shall be deemed to be limited during the Book Entry Only Period to the outstanding principal amount of that Bond.

(ii) Upon initial issuance, ownership of the Bonds shall be registered in a bond register maintained by the Bond Registrar (as hereinafter defined) in the name of CEDE & CO., as the nominee (it or any nominee of the existing or a successor Depository, the "Nominee").

(iii) With respect to the Bonds neither the City nor the Bond Registrar shall have any responsibility or obligation to any broker, dealer, bank, or any other financial institution for which the Depository holds Bonds as securities depository (the "Participant") or the person for which a Participant holds an interest in the Bonds shown on the books and records of the Participant (the "Beneficial Owner"). Without limiting the immediately preceding sentence, neither the City, nor the Bond Registrar, shall have any such responsibility or obligation with respect to (A) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any ownership interest in the Bonds, or (B) the delivery to any Participant, any Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or (C) the payment to any Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the principal of or premium, if any, or interest on the Bonds, or (D) the consent given or other action taken by the Depository as the Registered Holder of any Bonds (the "Holder"). For purposes of securing the vote or consent of any Holder under this Resolution, the City may, however, rely upon an omnibus proxy under which the Depository assigns its consenting or voting rights to certain Participants to whose accounts the Bonds are credited on the record date identified in a listing attached to the omnibus proxy.

(iv) The City and the Bond Registrar may treat as and deem the Depository to be the absolute owner of the Bonds for the purpose of payment of the principal of and premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to the Bonds, for the purpose of obtaining any consent or other action to be taken by Holders for the purpose of registering transfers with respect to such Bonds, and for all purpose whatsoever. The Bond Registrar, as paying agent hereunder, shall pay all principal of and premium, if any, and interest on the Bonds only to the Holder or the Holders of the Bonds as shown on the bond register, and

all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid.

(v) Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new Nominee in place of the existing Nominee, and subject to the transfer provisions in paragraph 10, references to the Nominee hereunder shall refer to such new Nominee.

(vi) So long as any Bond is registered in the name of a Nominee, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, by the Bond Registrar or City, as the case may be, to the Depository as provided in the Letter of Representations to the Depository required by the Depository as a condition to its acting as book-entry Depository for the Bonds (said Letter of Representations, together with any replacement thereof or amendment or substitute thereto, including any standard procedures or policies referenced therein or applicable thereto respecting the procedures and other matters relating to the Depository's role as book-entry Depository for the Bonds, collectively hereinafter referred to as the "Letter of Representations").

(vii) All transfers of beneficial ownership interests in each Bond issued in book-entry form shall be limited in principal amount to Authorized Denominations and shall be effected by procedures by the Depository with the Participants for recording and transferring the ownership of beneficial interests in such Bonds.

(viii) In connection with any notice or other communication to be provided to the Holders pursuant to this Resolution by the City or Bond Registrar with respect to any consent or other action to be taken by Holders, the Depository shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action; provided, that the City or the Bond Registrar may establish a special record date for such consent or other action. The City or the Bond Registrar shall, to the extent possible, give the Depository notice of such special record date not less than fifteen (15) calendar days in advance of such special record date to the extent possible.

(ix) Any successor Bond Registrar in its written acceptance of its duties under this Resolution and any paying agency/bond registrar agreement, shall agree to take any actions necessary from time to time to comply with the requirements of the Letter of Representations.

(c) Termination of Book-Entry Only System. Discontinuance of a particular Depository's services and termination of the book-entry only system may be effected as follows:

(i) The Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the City and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of the Depository with respect to the Bond if it determines that the Depository is no longer able to carry out its functions as securities depository or the continuation of the

system of book-entry transfers through the Depository is not in the best interests of the City or the Beneficial Owners.

(ii) Upon termination of the services of the Depository as provided in the preceding paragraph, and if no substitute securities depository is willing to undertake the functions of the Depository hereunder can be found which, in the opinion of the City, is willing and able to assume such functions upon reasonable or customary terms, or if the City determines that it is in the best interests of the City or the Beneficial Owners of the Bond that the Beneficial Owners be able to obtain certificates for the Bonds, the Bonds shall no longer be registered as being registered in the bond register in the name of the Nominee, but may be registered in whatever name or names the Holder of the Bonds shall designate at that time, in accordance with paragraph 10. To the extent that the Beneficial Owners are designated as the transferee by the Holders, in accordance with paragraph 10, the Bonds will be delivered to the Beneficial Owners.

(iii) Nothing in this subparagraph (c) shall limit or restrict the provisions of paragraph 10.

(d) Letter of Representations. The provisions in the Letter of Representations are incorporated herein by reference and made a part of the resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this resolution, the provisions in the Letter of Representations shall control.

3. Purpose. The Bonds shall provide funds to finance the Project. Pursuant to the Plan, tax increments derived from the Tax Increment District (the "Tax Increments") established pursuant to the Plan, have been pledged to the payment of the Bonds and interest thereon. The estimated collection of Tax Increments exceeds twenty percent of the cost of the Project. The total cost of the Project, which shall include all costs enumerated in Minnesota Statutes, Section 475.65, is estimated to be at least equal to the amount of the Bonds. Proceeds of the Bonds shall be expended on costs or uses permitted by Minnesota Statutes, Sections 469.174 through 469.1794, including particularly Section 469.176, Subdivision 4, and shall not be expended on any costs or devoted to any other uses.

4. Interest. The Bonds shall bear interest payable semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing August 1, 2023, calculated on the basis of a 360-day year of twelve 30-day months, at the respective rates per annum set forth opposite the maturity years as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2032	2.80%	2043	4.00%
2036	3.15	2048	4.00
2039	4.00		

5. Redemption. Bonds maturing on February 1, 2033, and thereafter shall be subject to redemption and prepayment at the option of the City on February 1, 2032 and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the

Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the City; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the Bond Registrar and to each affected registered holder of the Bonds at least thirty (30) days prior to the date fixed for redemption.

To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar prior to giving notice of redemption shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers so assigned to such Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of the Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the City or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the City and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the City shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

6. Bond Registrar. Northland Trust Services, Inc., in Minneapolis, Minnesota, is appointed to act as bond registrar and transfer agent with respect to the Bonds (the "Bond Registrar"), and shall do so unless and until a successor Bond Registrar is duly appointed, all pursuant to any contract the City and Bond Registrar shall execute which is consistent herewith. The Bond Registrar shall also serve as paying agent unless and until a successor paying agent is duly appointed. Principal and interest on the Bonds shall be paid to the registered holders (or record holders) of the Bonds in the manner set forth in the form of Bond and paragraph 12.

7. Form of Bond. The Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereon, shall be in substantially the following form:



UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
OTTER TAIL COUNTY  
CITY OF FERGUS FALLS

R-\_\_\_\_\_ \$\_\_\_\_\_

GENERAL OBLIGATION TAX INCREMENT REVENUE BOND, SERIES 2022A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
%	February 1, _____	August 18, 2022	314766

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS

The City of Fergus Falls, Otter Tail County, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, unless called for earlier redemption, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing August 1, 2023, at the rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months) until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of Northland Trust Services, Inc., in Minneapolis, Minnesota, (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next proceeding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to Bondholders not less than ten days prior to the Special Record Date. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America. So long as this Bond is registered in the name of the Depository or its Nominee as provided in the Resolution hereinafter described, and as those terms are defined therein, payment of principal of, premium, if any, and interest on this Bond and notice with respect thereto shall be made as provided in the Letter of Representations, as defined in the Resolution, and surrender of this Bond shall not be required for payment of the redemption price upon a partial redemption of this

Bond. Until termination of the book-entry only system pursuant to the Resolution, Bonds may only be registered in the name of the Depository or its Nominee.

Redemption. All Bonds of this issue (the "Bonds") maturing on February 1, 2033 and thereafter are subject to redemption and prepayment at the option of the Issuer on February 1, 2032, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the Issuer; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected Holder of the Bonds at least thirty (30) days prior to the date fixed for redemption.

Prior to the date on which any Bond or Bonds are directed by the Issuer to be redeemed in advance of maturity, the Issuer will cause notice of the call thereof for redemption identifying the Bonds to be redeemed to be mailed to the Bond Registrar and all Bondholders, at the addresses shown on the Bond Register. All Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption have been duly deposited.

Selection of Bonds for Redemption; Partial Redemption. To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers assigned to the Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of the Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Issuance; Purpose; General Obligation. This Bond is one of an issue in the total principal amount of \$1,670,000, all of like date of original issue and tenor, except as to number, maturity, interest rate and denomination, issued pursuant to and in full conformity with the Constitution, Charter of the Issuer and laws of the State of Minnesota and pursuant to a resolution adopted by the City Council on July 27, 2022 (the "Resolution"), for the purpose of providing funds to finance certain public improvements related to Tax Increment Financing District No. 4-14 of the Issuer. This Bond is payable out of the General Obligation Tax Increment Revenue Bonds,

Series 2022A Fund of the Issuer. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Denominations; Exchange; Resolution. The Bonds are issuable solely in fully registered form in Authorized Denominations (as defined in the Resolution) and are exchangeable for fully registered Bonds of other Authorized Denominations in equal aggregate principal amounts at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

Transfer. This Bond is transferable by the Holder in person or the Holder's attorney duly authorized in writing at the principal office of the Bond Registrar upon presentation and surrender hereof to the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with the Bond Registrar. Thereupon the Issuer shall execute and the Bond Registrar shall authenticate and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee (but not registered in blank or to "bearer" or similar designation), of an Authorized Denomination or Denominations, in aggregate principal amount equal to the principal amount of this Bond, of the same maturity and bearing interest at the same rate.

Fees upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

Treatment of Registered Owners. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except as otherwise provided herein with respect to the Record Date) and for all other purposes, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Bond Registrar.

Qualified Tax-Exempt Obligation. This Bond has been designated by the Issuer as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution, Charter of the Issuer and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed, in regular and due form, time and manner as required by law, and that this Bond, together with all other debts of the Issuer outstanding on the date of

original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional, charter or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Fergus Falls, Otter Tail County, Minnesota, by its City Council has caused this Bond to be executed on its behalf by the facsimile signatures of its Mayor and its City Administrator, the corporate seal of the Issuer having been intentionally omitted as permitted by law.

Date of Registration:

Registrable by: NORTHLAND TRUST SERVICES, INC.

\_\_\_\_\_

Payable at: NORTHLAND TRUST SERVICES, INC.

BOND REGISTRAR'S  
CERTIFICATE OF  
AUTHENTICATION

CITY OF FERGUS FALLS,  
OTTER TAIL COUNTY, MINNESOTA

This Bond is one of the Bonds described in the Resolution mentioned within.

/s/ Facsimile  
\_\_\_\_\_

NORTHLAND TRUST SERVICES, INC.  
Minneapolis, Minnesota  
Bond Registrar

Mayor

By: \_\_\_\_\_  
Authorized Signature

/s/ Facsimile  
\_\_\_\_\_

City Administrator

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common
UTMA - \_\_\_\_\_ as custodian for \_\_\_\_\_
(Cust) (Minor)
under the \_\_\_\_\_ Uniform Transfers to Minors Act
(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed: \_\_\_\_\_

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240.17 Ad-15(a)(2).

The Bond Registrar will not affect transfer of this Bond unless the information concerning the transferee requested below is provided.

Name and Address: \_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

(Include information for all joint owners if the Bond is held by joint account.)

8. Execution. The Bonds shall be in typewritten form, shall be executed on behalf of the City by the signatures of its Mayor and City Administrator and be sealed with the seal of the City; provided, as permitted by law, both signatures may be photocopied facsimiles and the corporate seal has been omitted. In the event of disability or resignation or other absence of either officer, the Bonds may be signed by the manual or facsimile signature of the officer who may act on behalf of the absent or disabled officer. In case either officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, the signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

9. Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless a Certificate of Authentication on the Bond, substantially in the form hereinabove set forth, shall have been duly executed by an authorized representative of the Bond Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate the signatures of officers of the City on each Bond by execution of the Certificate of Authentication on the Bond and by inserting as the date of registration in the space provided, the date on which the Bond is authenticated, except that for purposes of delivering the original Bonds to the Purchaser, the Bond Registrar shall insert as a date of registration the date of original issue of August 18, 2022. The Certificate of Authentication so executed on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

10. Registration; Transfer; Exchange. The City will cause to be kept at the principal office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Bond Registrar shall provide for the registration of Bonds and the registration of transfers of Bonds entitled to be registered or transferred as herein provided.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration (as provided in paragraph 9) of, and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation.

At the option of the Holder, Bonds may be exchanged for Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount and stated maturity, upon surrender of the Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration of, and deliver the Bonds which the Holder making the exchange is entitled to receive.

All Bonds surrendered upon any exchange or transfer provided for in this resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the City.

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the City evidencing the same debt, and entitled to the same benefits under this resolution, as the Bonds surrendered for such exchange or transfer.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the Holder thereof or the Holder's attorney duly authorized in writing.

The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost Bonds.

Transfers shall also be subject to reasonable regulations of the City contained in any agreement with the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates. The Finance Director is hereby authorized to negotiate and execute the terms of said agreement.

11. Rights Upon Transfer or Exchange. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

12. Interest Payment; Record Date. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the City maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next proceeding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten days prior to the Special Record Date.

13. Treatment of Registered Owner. The City and Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in paragraph 12) on, such Bond and for all other purposes whatsoever whether or not such Bond shall be overdue, and neither the City nor the Bond Registrar shall be affected by notice to the contrary.

14. Delivery; Application of Proceeds. The Bonds when so prepared and executed shall be delivered by the Finance Director to the Purchaser upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.

15. Fund and Accounts. There is hereby created a special fund to be designated the "General Obligation Tax Increment Revenue Bonds, Series 2022A Fund" (the "Fund") to be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Fund shall

be maintained in the manner herein specified until all of the Bonds and any other General Obligation Tax Increment Revenue Bonds hereafter made payable from the Fund and issued for the Project, including any modifications or additions thereto, and the interest thereon have been fully paid. There shall be maintained in the Fund the following separate accounts to be designated the "Construction Account" and "Debt Service Account", respectively.

(a) Construction Account. To the Construction Account there shall be credited the proceeds of the sale of the Bonds, less capitalized interest in the amount of \$149,079.83. Any unused discount or premium upon the sale of the Bonds shall be deposited into the Construction Account. From the Construction Account there shall be paid all costs and expenses of the Project, including the cost of any construction contracts heretofore let and all other costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65. Moneys in the Construction Account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Bonds may also be used to the extent necessary to pay interest on the Bonds due prior to the anticipated date of commencement of the collection of the taxes herein levied or the receipt of Tax Increments.

(b) Debt Service Account. There are hereby irrevocably appropriated and pledged to, and there shall be credited to, the Debt Service Account: (i) Tax Increments, in an amount sufficient, together with other sums herein pledged, to pay the annual principal and interest payments on the Bonds; (ii) capitalized interest in the amount of \$149,079.83 (together with interest earnings thereon and subject to such other adjustments as are appropriate to provide sufficient funds to pay interest due on the Bonds on or before February 1, 2025); (iii) any collections of all taxes herein or hereafter levied for the payment of the Bonds and interest thereon; (vi) all funds remaining in the Construction Account after completion of the Project and payment of the costs thereof; (vii) all investment earnings on funds held in the Debt Service Account; and (viii) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Debt Service Account. The Debt Service Account shall be used solely to pay the principal and interest and any premiums for redemption of the Bonds and any other general obligation bonds of the City hereafter issued by the City and made payable from said account as provided by law.

No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued and (2) in addition to the above in an amount not greater than the lesser of five percent of the proceeds of the Bonds or \$100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Construction Account or Debt Service Account (or any other City account which will be used to pay principal or interest to become due on the bonds payable therefrom) in excess of amounts which under then-applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would



cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

16. Original Net Tax Capacity; Tax Increments; Use of Tax Increments. The County Auditor of Otter Tail County has certified the original net tax capacity of property in the Tax Increment District. The County Auditor shall determine in each year if the then current net tax capacity of property in the Tax Increment District exceeds the original net tax capacity, and shall calculate, in the manner provided in Minnesota Statutes, Section 469.177, Subdivision 3, the captured net tax capacity (as defined therein) attributable to the Tax Increment District. The City hereby determines to retain 100% of the captured tax capacity for purposes of tax increment financing. The County Auditor shall, in each such year, compute the local tax rate to be extended against the captured net tax capacity in the manner provided in Minnesota Statutes, Section 469.177, Subdivision 3, and the tax generated thereby shall constitute the Tax Increments for the year in which it is received. The County Auditor will remit to the City the Tax Increments so received. The City hereby appropriates the Tax Increments to the Debt Service Account, which appropriation shall continue until all of the Bonds and any additional bonds payable from the Debt Service Account, are paid or discharged.

17. Reservation of Rights. Notwithstanding any provisions herein to the contrary, the City reserves the right to terminate, reduce, or apply to other lawful purposes the Tax Increments herein pledged to the payment of the Bonds and interest thereon to the extent and in the manner permitted by law.

18. Coverage Test. The Tax Increments are such that if collected in full they, together with estimated collections of other revenues herein pledged for the payment of the Bonds, will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Bonds.

19. Future Tax Levies. In the event that it is anticipated that the aggregate of Tax Increments and any other funds appropriated to and then held in the Debt Service Account and the estimated collections of Tax Increments to be received in the next succeeding year will not be sufficient to pay the principal and interest on the Bonds to become due in the first calendar year thereafter and the first six months of the succeeding calendar year, the City Council shall pass a resolution requesting the County Auditor of Otter Tail County to levy an ad valorem tax in an amount as is necessary, together with the aforementioned funds then held in the Tax Increment Debt Service Account and said estimated collections of Tax Increments to pay the principal and interest on the Bonds to become due during said period.

20. Defeasance. When all Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Bonds shall, to the extent permitted by law, cease. The City may discharge its obligations with respect to any Bonds which are due on any date by irrevocably depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Bond Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The City may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing

with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of redemption thereof has been duly given. The City may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

21. Compliance With Reimbursement Bond Regulations. The provisions of this paragraph are intended to establish and provide for the City's compliance with United States Treasury Regulations Section 1.150-2 (the "Reimbursement Regulations") applicable to the "reimbursement proceeds" of the Bonds, being those portions thereof which will be used by the City to reimburse itself for any expenditure which the City paid or will have paid prior to the Closing Date (a "Reimbursement Expenditure").

The City hereby certifies and/or covenants as follows:

(a) Not later than 60 days after the date of payment of a Reimbursement Expenditure, the City (or person designated to do so on behalf of the City) has made or will have made a written declaration of the City's official intent (a "Declaration") which effectively (i) states the City's reasonable expectation to reimburse itself for the payment of the Reimbursement Expenditure out of the proceeds of a subsequent borrowing; (ii) gives a general and functional description of the property, project or program to which the Declaration relates and for which the Reimbursement Expenditure is paid, or identifies a specific fund or account of the City and the general functional purpose thereof from which the Reimbursement Expenditure was to be paid (collectively the "Project"); and (iii) states the maximum principal amount of debt expected to be issued by the City for the purpose of financing the Project; provided, however, that no such Declaration shall necessarily have been made with respect to: (i) "preliminary expenditures" for the Project, defined in the Reimbursement Regulations to include engineering or architectural, surveying and soil testing expenses and similar prefatory costs, which in the aggregate do not exceed 20% of the "issue price" of the Bonds, and (ii) a *de minimis* amount of Reimbursement Expenditures not in excess of the lesser of \$100,000 or 5% of the proceeds of the Bonds.

(b) Each Reimbursement Expenditure is a capital expenditure or a cost of issuance of the Bonds or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Reimbursement Regulations.

(c) The "reimbursement allocation" described in the Reimbursement Regulations for each Reimbursement Expenditure shall and will be made forthwith following (but not prior to) the issuance of the Bonds, and not later than 18 months after the later of (i) the date of the payment of the Reimbursement Expenditure, or (ii) the date on which the Project to which the Reimbursement Expenditure relates is first placed in service, but in no event more than three years after the date of payment of the Reimbursement Expenditure.

(d) Each such reimbursement allocation will be made in a writing that evidences the City's use of Bond proceeds to reimburse the Reimbursement Expenditure and, if made within 30 days after the Bonds are issued, shall be treated as made on the day the Bonds are issued.

Provided, however, that the City may take action contrary to any of the foregoing covenants in this paragraph upon receipt of an opinion of its Bond Counsel for the Bonds stating in effect that such action will not impair the tax-exempt status of the Bonds.

22. Continuing Disclosure. The City is the sole obligated person with respect to the Bonds. The City hereby agrees, in accordance with the provisions of Rule 15c2-12 (the "Rule"), promulgated by the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended, and a Continuing Disclosure Undertaking (the "Undertaking") hereinafter described to:

(a) Provide or cause to be provided to the Municipal Securities Rulemaking Board (the "MSRB") by filing at [www.emma.msrb.org](http://www.emma.msrb.org) in accordance with the Rule, certain annual financial information and operating data in accordance with the Undertaking. The City reserves the right to modify from time to time the terms of the Undertaking as provided therein.

(b) Provide or cause to be provided to the MSRB notice of the occurrence of certain events with respect to the Bonds in not more than ten (10) business days after the occurrence of the event, in accordance with the Undertaking.

(c) Provide or cause to be provided to the MSRB notice of a failure by the City to provide the annual financial information with respect to the City described in the Undertaking, in not more than ten (10) business days following such occurrence.

(d) The City agrees that its covenants pursuant to the Rule set forth in this paragraph and in the Undertaking is intended to be for the benefit of the Holders of the Bonds and shall be enforceable on behalf of such Holders; provided that the right to enforce the provisions of these covenants shall be limited to a right to obtain specific enforcement of the City's obligations under the covenants.

The Mayor and City Administrator of the City, or any other officer of the City authorized to act in their place (the "Officers") are hereby authorized and directed to execute on behalf of the City the Undertaking in substantially the form presented to the City Council subject to such modifications thereof or additions thereto as are (i) consistent with the requirements under the Rule, (ii) required by the Purchaser of the Bonds, and (iii) acceptable to the Officers.

23. General Obligation Pledge. For the prompt and full payment of the principal and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City shall be and are hereby irrevocably pledged. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency shall be promptly paid out of any other funds of the City which are available for such purpose, and such other funds may be reimbursed with or without interest from the Debt Service Account when a sufficient balance is available therein.

24. Certificate of Registration. A certified copy of this resolution is hereby directed to be filed with the County Auditor of Otter Tail County, Minnesota, together with such other information as the respective Auditor's shall require, and there shall be obtained from the County Auditor a certificate that the Bonds have been entered in the County Auditor's Bond Register.

25. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Bonds, certified copies of all proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Bonds as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

26. Negative Covenant as to Use of Bond Proceeds and Project. The City hereby covenants not to use the proceeds of the Bonds or to use the Project, or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Project, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

27. Tax-Exempt Status of the Bonds; Rebate. The City shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Bonds, including without limitation (i) requirements relating to temporary periods for investments, (ii) limitations on amounts invested at a yield greater than the yield on the Bonds, and (iii) the rebate of excess investment earnings to the United States. The City expects to satisfy the 18-month expenditure exemption for gross proceeds of the Bonds as provided in Section 1.148-7(d)(1) of the Regulations. The Mayor and/or the City Administrator and/or the Finance Director are hereby authorized and directed to make such elections as to arbitrage and rebate matters relating to the Bonds as they deem necessary, appropriate or desirable in connection with the Bonds, and all such elections shall be, and shall be deemed and treated as, elections of the City.

28. Designation of Qualified Tax-Exempt Obligations. In order to qualify the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the City hereby makes the following factual statements and representations:

- (a) the Bonds are issued after August 7, 1986;
- (b) the Bonds are not "private activity bonds" as defined in Section 141 of the Code;
- (c) the City hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;
- (d) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the City (and all entities treated as one issuer with the City, and all subordinate entities whose obligations are treated as issued by the City) during this calendar year 2022 will not exceed \$10,000,000; and

(e) not more than \$10,000,000 of obligations issued by the City during this calendar year 2022 have been designated for purposes of Section 265(b)(3) of the Code.

(f) The aggregate face amount of the Bonds does not exceed \$10,000,000.

The City shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this paragraph.

29. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

30. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

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

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA  
COUNTY OF OTTER TAIL  
CITY OF FERGUS FALLS

I, the undersigned, being the duly qualified and acting City Administrator of the City of Fergus Falls, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council, duly held on the date therein indicated, insofar as the minutes relate to awarding the sale of \$1,670,000 General Obligation Tax Increment Revenue Bonds, Series 2022A.

WITNESS my hand on July 27, 2022.

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

EXHIBIT A

PROPOSALS



\$1,670,000\*

City of Fergus Falls, Minnesota

General Obligation Tax Increment Revenue Bonds, Series 2022A

Moody's Underlying Rating: Aa3

Sale Date: Tuesday, July 19, 2022

BBI: 3.34%

Average Maturity: 17.465 Years

Bidder	TIC
Northland Securities, Inc.	3.8356%
Robert W. Baird & Co. Inc.	3.9163%
Bernardi Securities, Inc.	3.9695%

Winning Bidder Information	Maturity	Interest Rate	Reoffering Yield	Reoffering Price
NORTHLAND SECURITIES, INC..	2/01/2032	2.80%	2.80%	100.000%
D.A. Davidson & Co.	2/01/2036	3.15%	3.15%	100.000%
	2/01/2039	4.00%	3.30%	105.643%
	2/01/2043	4.00%	3.60%	103.179%
	2/01/2048	4.00%	4.00%	100.000%

Purchase Price: \$1,663,047.05\*  
 Net Interest Cost: \$1,124,180.32\*  
 TIC: 3.8356%\*

\* Subsequent to bid opening, the total issue size was not changed; however, certain individual maturity amounts have changed. As a result, the price, net interest cost, and true interest cost have changed to \$1,663,293.45, \$1,048,778.88, and 3.7865%, respectively.

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**LOCAL GOVERNMENT RESOLUTION**

Resolution approving a Regional Legacy Connecting People to the Outdoors Small Grant application to the Greater Minnesota Regional Parks and Trails Commission and Minnesota Department of Natural Resources for the \_\_\_\_\_ project.

WHEREAS, [Applicant] has the right and authority to sponsor a grant funding request to the Greater Minnesota Regional Parks and Trails Commission (GMRPTC).

WHEREAS, [Applicant] has a right and authority to act as Legal Sponsor for the State Grant Application (the "Application") and will work with the Minnesota Department of Natural Resources ("DNR"), in developing a Grant Agreement relating to the funding which may be awarded by the Commission.

THEREFORE, BE IT RESOLVED, That the Applicant certifies it has read and understands the Office of Grants Management Conflict of Interest Policy 08-01, will maintain an adequate Conflict of Interest Policy and monitor and report any actual, potential, or perceived conflicts of interest to the Commission and DNR.

BE IT FURTHER RESOLVED, that the Applicant confirms all of the information in its Application and further confirms that it has no expectation of, or entitlement to, reimbursement of costs incurred prior to grant agreement execution date and, if applicable, it has not entered into a written purchase agreement to acquire property or equipment described in its Application if grant funds are to be used for the purchase.

BE IT FURTHER RESOLVED, that the Applicant agrees that it will comply with all applicable laws, regulations and requirements as stated in the Grant Agreement with the DNR, including completing required final work plans, ongoing management plans, data collection and sharing, and interim and final project reports.

BE IT FURTHER UNDERSTOOD, that the GMRPTC will confirm at such time that it has made the award of funds authorizing a Grant Agreement to be developed between the DNR and the Applicant.

IN WITNESS WHEREOF, the foregoing executed as of \_\_\_\_\_, 2022.

**APPLICANT**  
(Name of Municipal Entity)

By: \_\_\_\_\_

*Print Name:* \_\_\_\_\_

Its: Authorized Representative





## Council Action Recommendation

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Page 1 of 1

**Meeting Date:**

July 27, 2022 – Committee of the Whole  
August 1, 2022 – City Council

**Subject:**

Otter Tail Power Easement Request

**Recommendation:**

- 1) Authorize the City Staff to execute Otter Tail Power's easement request

**Background/Key Points:**

Otter Tail Power (OTP) Co. is requesting an easement from the City that is generally located north of the Mt. Faith Avenue East and Sheridan Street intersection on Roosevelt Park. Their work plan consists of installing new underground electric line(s).

OTP is requesting a 10-foot wide utility easement to facilitate construction. The attached exhibit illustrates the proposed easement on City owned lot described as Lot 3, Block 17, per North Division of Fergus Falls and Reserve No. 4 of University Park.

Although an existing City owned watermain lies within this pending easement vicinity, adequate separation appears to be accounted for therefore, staff recommends approving this request.

**Budgetary Impact:**

There is no fee associated with this request other than general staff time to process. Otter Tail Power Company will pay for all recording fees.

**Originating Department:**

Engineering Department

**Respectfully Submitted:**

Brian Yavarow, P.E. – City Engineer

**Attachments:**

Easement Exhibits  
Letter from Otter Tail Power Company

OTTER TAIL POWER ELECTRICAL EASEMENT



10.00 foot wide easement for a electrical line

BLOCK 17

1

2

3

4

Mt Faith Ave

Sheridan St

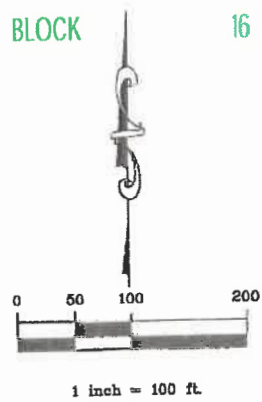
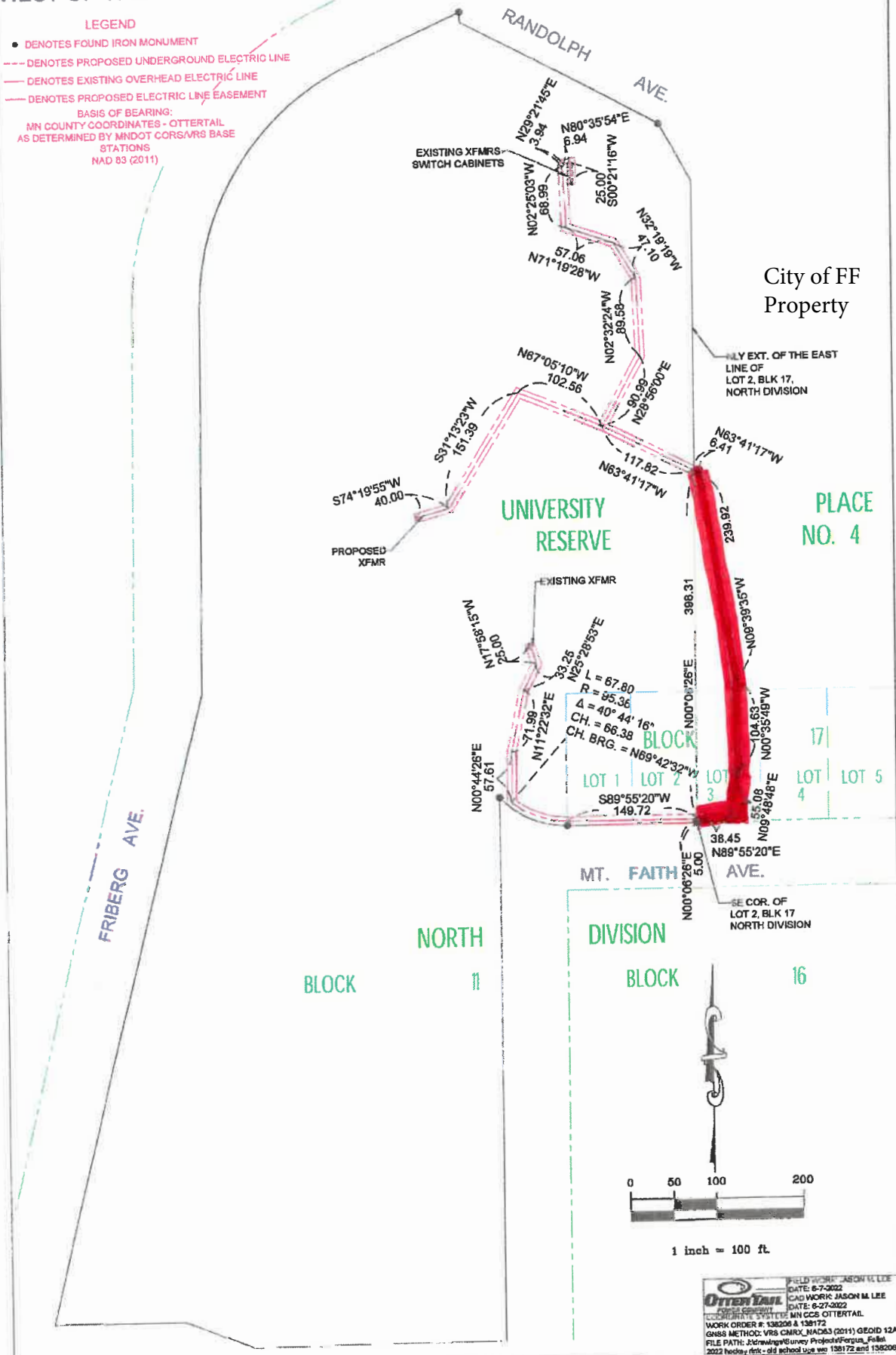
BLOCK 16

No Scale  
7/21/22

# FERGUS FALLS, MINNESOTA - UGE LINE EASEMENT

A PART OF THE WEST HALF OF SECTION 35, TOWNSHIP 133 NORTH, RANGE 43 WEST OF THE 5TH PRINCIPAL MERIDIAN, OTTER TAIL COUNTY, MINNESOTA.

- LEGEND**
- DENOTES FOUND IRON MONUMENT
  - - - DENOTES PROPOSED UNDERGROUND ELECTRIC LINE
  - - - DENOTES EXISTING OVERHEAD ELECTRIC LINE
  - - - DENOTES PROPOSED ELECTRIC LINE EASEMENT
- BASIS OF BEARING:  
MN COUNTY COORDINATES - OTTERTAIL  
AS DETERMINED BY MNDOT CORS/VRS BASE  
STATIONS  
NAD 83 (2011)



FIELD WORK: JASON M. LEE  
DATE: 6-27-2022  
CAD WORK: JASON M. LEE  
DATE: 6-27-2022  
COORDINATE SYSTEM: MN CCS OTTERTAIL  
WORK ORDER #: 190204.1.15812  
GNSS METHOD: VRS CMRX\_NAD83 (2011) GEoid 12A  
FILE PATH: Z:\drawings\Survey Projects\Fergus\_Falls  
2022\bdwy\_rmk-d8 school use no 158172 and 158206

215 South Cascade Street  
PO Box 496  
Fergus Falls, Minnesota 56538-0496  
218 739-8200  
[www.otpco.com](http://www.otpco.com)



July 12<sup>th</sup>, 2022

City of Fergus Falls  
Attn: Andrew Bremseth  
112 W Washington Ave  
Fergus Falls, MN

Subject: Easement

Otter Tail Power Company would like to obtain an easement from you for an underground electric power line across your property in Fergus Falls, Minnesota.

Enclosed is the original of the easement and payment agreement.

At your earliest convenience, please sign the easement document, as well as the payment agreement document. The signing needs to be **witnessed by a Notary Public** and we would appreciate if we could have this signed and returned by August 1st, 2022 for our records and recording in the enclosed envelope. Feel free to make a copy for your records. The survey map and payment agreement will not be recorded with the County Recorder.

If you have any questions regarding this matter, please contact me at 218-739-8823.

Sincerely,

Carly Haiby  
Land Specialist  
Land Rights and Permitting Department

Enclosures  
Easement  
Payment Agreement  
Survey Map

THIS INSTRUMENT WAS DRAFTED BY  
AND UPON RECORDING RETURN TO:  
OTTER TAIL POWER COMPANY  
P.O. BOX 496  
FERGUS FALLS, MN 56538-0496  
218-739-8200

THE SPACE ABOVE THIS LINE IS RESERVED FOR RECORDING PURPOSES.

EASEMENT NO.  
W.O. NO. 138206 and 138172

### UNDERGROUND LINE EASEMENT

The undersigned, the **City of Fergus Falls**, a municipal corporation, of the State of Minnesota, of Fergus Falls, Minnesota, (whether individually or collectively, hereafter "**Grantor**") for good and valuable consideration paid to Grantor by **Otter Tail Power Company**, a Minnesota corporation, of Fergus Falls, Minnesota, ("**Grantee**") does hereby grant to Grantee, and its successors and assigns, a perpetual and irrevocable easement (the "**Easement**") for the installation above or below ground, extension, operation, maintenance, and repair or removal of an underground electric distribution, streetlighting, and communication system including the necessary cables, pedestals, standards, transformers, transformer bases, riser poles, anchors, and other fixtures and apparatus in connection therewith (Electric Line) through, over, under and across the certain lands situated in the County of **Otter Tail**, State of **Minnesota**, described on the attached Exhibit A (the "**Premises**"). The Easement shall be limited to that certain part of the Premises described on the attached Exhibit B (the "**Easement Area**").

Grantor hereby grants to Grantee an easement to enter upon the Premises to survey for and locate the Electric Line. Grantor hereby grants to Grantee an easement for ingress and egress over and across the Premises to the Easement Area, by means of existing field roads and lanes, if any, otherwise, by the use of the most reasonable and feasible route selected by Grantee in its reasonable discretion. The Grantor hereby grants to Grantee a temporary easement for use by Grantee of the Premises adjacent to the Easement Area from time to time during construction, repair, replacement or upgrade of the Electric Line. All Electric Lines installed and placed by or on behalf of Grantee in the Easement Area shall remain the property of Grantee.

Grantor shall not erect any buildings, structures or other objects, permanent or temporary, upon the Easement Area. Grantor further agrees not to plant any trees within the Easement Area without the prior express written approval from Grantee, nor to perform any act which will interfere with or endanger the Electric Line. Grantor hereby grants to Grantee the right to remove any trees that are located within the Easement Area.

Grantor reserves the right to cultivate, use and occupy the Easement Area in a manner that is not inconsistent with Grantee's rights granted herein.

The term of this instrument and the easements and other rights granted herein is perpetual.

Grantee shall have the right to assign all or any portion of the easements, this instrument, or the Electric Line on either an exclusive or nonexclusive basis to one or more entities. Upon such assignment, Grantee may appoint an administrative agent for Grantee (the "**Administrative Agent**"). The Administrative Agent may be designated to act on behalf of Grantee for certain matters relating to this instrument. The Grantee shall notify Grantor if an Administrative Agent is appointed. Grantor shall rely on the actions of the Administrative Agent as Grantee hereunder until Grantor is notified by the Administrative Agent that a new Administrative Agent has been appointed.

Grantor covenants for the benefit of Grantee, its successors and assigns, that Grantor is the owner of the Premises and has the right to convey easements as set forth herein.

The easements and covenants contained in this instrument shall run with and against the Premises. It is mutually understood and agreed that this instrument covers all the agreements and stipulations between the parties and that the terms herein may only be modified in writing. This instrument shall be governed by the laws of the state in which the Premises is located.







**EXHIBIT A  
THE PREMISES**

**Otter Tail County, Minnesota**

**All of Reserve Three (3) of University Place and all of Reserve Four (4) of University Place except the East two hundred (200) feet thereof; all of Block Seventeen (17) and Lots One (1), Two (2) and Three (3) of Block Eighteen (18), all in the North Division of Fergus Falls, according to the plat thereof on record in the office of the Register of Deeds in and for the said Otter Tail County.**

**EXCEPT**

**Lots One (1) and Two (2) in Block Seventeen (17) in North Division, Fergus Falls, Minnesota, and that part of Reserve Four (4) of University Place, Fergus Falls, Minnesota, lying West of the east line of Lot Two (2), Block Seventeen (17), North Division, extended in a straight line North to Randolph Avenue in the City of Fergus Falls, Minnesota, together with all of its right, title and interest in and to all streets, avenues, alleys and other public ways heretofore or hereafter to be vacated lying and being adjacent to and/or traversing parts, portions or all of the above described real estate.**

**EXHIBIT B  
THE EASEMENT AREA**

**A 10.00 foot wide easement for electrical line purposes over, under, and across part Lot Three (3), Block Seventeen (17), Plat of the North Division of Fergus Falls, and Reserve 4, University Place, said plats are on file and of record in the office of the Recorder in Otter Tail County, Minnesota. The centerline is described as follows:**

**Commencing at the southwest corner of said Lot 3; thence on an assumed bearing of North 00 degrees 06 minutes 26 seconds East along the west line of said Lot 3 a distance of 5.00 feet to the point of beginning of the centerline to be described; thence North 89 degrees 55 minutes 20 seconds East a distance of 38.45 feet; thence North 09 degrees 48 minutes 48 seconds East a distance of 55.08 feet; thence North 00 degrees 35 minutes 49 seconds West a distance of 104.63 feet; thence North 09 degrees 39 minutes 35 seconds West a distance of 239.92 feet; thence North 63 degrees 41 minutes 17 seconds West a distance of 6.41 feet and there terminating.**



EASEMENT PAYMENT AGREEMENT

Easement No. \_\_\_\_\_
Work Order No. 138206 and 138172
County: Otter Tail
State: MN
STR: 35-133-43

OTTER TAIL POWER COMPANY hereby agrees to pay, and the undersigned Grantor hereby agrees to accept, the sum of \$0 as full payment for the right of a/an:

X Electric Line Easement.

As per the easement, Payment will be made to the undersigned Grantor(s) no later than 60 days from receipt of the signed Easement by Otter Tail Power Company. Said signed Easement was received on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Otter Tail Power Company agrees that this payment does not include a damage settlement. After construction of the electric line is completed, Otter Tail Power Company will review and settle claims for damage to land, crops, or fences resulting from the construction or maintenance of said electric line in a SEPARATE PAYMENT.

Easement payment \$0
Total payment \$0

OTTER TAIL POWER COMPANY

Carly Haiby

GRANTOR
City of Fergus Falls

Ben Scheirer, Mayor

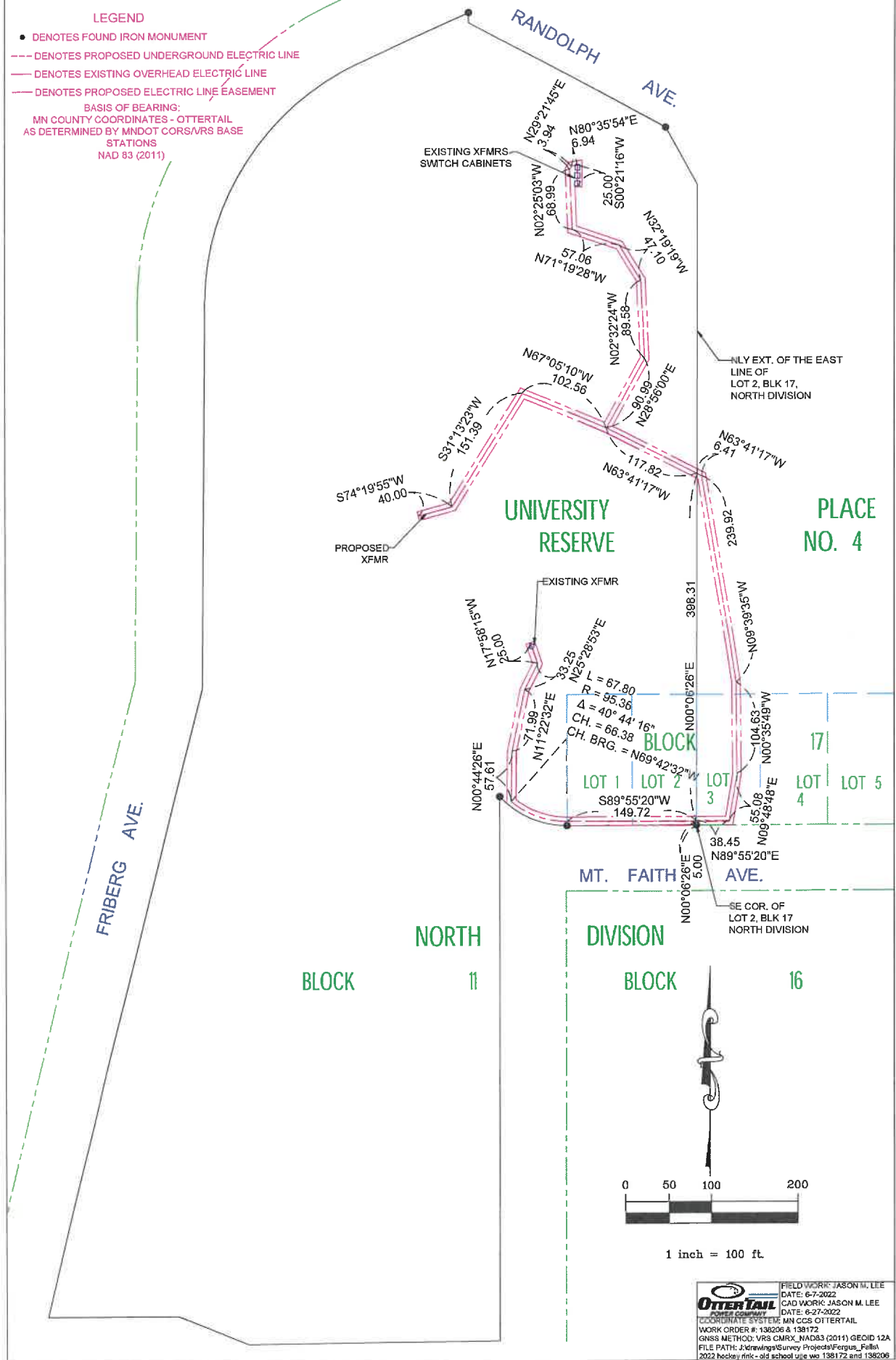
Andrew Bremseth, City Administrator



# FERGUS FALLS, MINNESOTA - UGE LINE EASEMENT

A PART OF THE WEST HALF OF SECTION 35, TOWNSHIP 133 NORTH, RANGE 43 WEST OF THE 5TH PRINCIPAL MERIDIAN, OTTER TAIL COUNTY, MINNESOTA.

- LEGEND**
- DENOTES FOUND IRON MONUMENT
  - DENOTES PROPOSED UNDERGROUND ELECTRIC LINE
  - DENOTES EXISTING OVERHEAD ELECTRIC LINE
  - - - DENOTES PROPOSED ELECTRIC LINE EASEMENT
- BASIS OF BEARING:  
MN COUNTY COORDINATES - OTTERTAIL  
AS DETERMINED BY MNDOT CORS/VRS BASE  
STATIONS  
NAD 83 (2011)



FIELD WORK: JASON M. LEE  
DATE: 6-7-2022  
CAD WORK: JASON M. LEE  
DATE: 6-27-2022  
COORDINATE SYSTEM: MN CCS OTTERTAIL  
WORK ORDER #: 138206 & 138172  
GNSS METHOD: VRS CMRX\_NAD83 (2011) GEOID 12A  
FILE PATH: J:\Drawings\Survey Projects\Fergus\_Falls\2022 hockey rink - old school site wa 138172 and 138206



# Council Action Recommendation

Page 1 of 2

**Meeting Date:**

July 27, 2022 – Committee of the Whole  
August 1, 2022 – City Council

**Subject:**

FFM Airport Management Agreement - Amendment No. 1

**Recommendation:**

- Motion directing the City Engineer and City Attorney to execute Amendment No. 1

**Background/Key Points:**

Sky Crews services is requesting an amendment to the Airport Management Agreement in regards to monthly compensation transactions between the City and Sky Crews services. Per the respective Agreement articles:

***Article 1: SPACES LEASED BY FBO***

*The City agrees to lease to FBO during the term of this Agreement the Arrival/Departure Building together with the Large Hangar and Storage Area attached to the Arrival/Departure Building, the T-Hangars and the Snow Removal Equipment Building as set forth in the Attachment A (collectively the "Airport" or "Airport Facilities"). During the term of this Agreement FBO will be charged monthly rent in the amount of Two Thousand Dollars (\$2,000.00) for use of these areas. Payments must be made on or before the first day of each month during all terms of this Agreement. Payment shall be made to the City.*

And:

***Article 4: COMPENSATION***

*The City will pay the FBO compensation a guaranteed rate of NINETY THOUSAND DOLLARS (\$90,000.00) annually for the term of this Agreement. This payment is the total annual payment for providing the services as set forth in this Agreement. Payments will be made as follows:*

- Monthly management fee in the amount of \$5,500.00 which will be paid on or before the first day of each month.*
- Monthly mowing and snow removal fee at the hourly rate of \$40.00 up to a maximum of \$24,000.00 annually for the term of this Agreement, which must be invoiced separately to ensure these expenses qualify for state or federal maintenance aid.*

Sky Crews is proposing forgoing the \$2,000.00 monthly hangar rent to the City and reducing the monthly Management compensation to Sky Crews by \$2,000.00 i.e. \$3,500.00/month. The \$24,000.00 maximum annual rate of \$24,000.00 for snow removal and mowing will remain as is.

**Budgetary Impact:**

There is no additional cost to the City other than general City staff and City Attorney time needed to prepare the Amendment No. 1 document, if acceptable.

**Originating Department:**

Engineering Department

**Respectfully Submitted:**

Brian Yavarow, P.E. – City Engineer

**Attachments:**



## Council Action Recommendation

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Page 1 of 2

**Meeting Date:**

July 27, 2022 – Committee of the Whole  
August 1, 2022 – City Council

**Subject:**

ICON Pavement Management System Update

**Recommendation:**

- Resolution accepting GoodPointe Technology, Inc.'s services in the amount of \$28,433.00

**Background/Key Points:**

In 2006, the City of Fergus Falls implemented the ICON Pavement Management System. This is a web-based software system administered by Good Pointe Technology Inc. The ICON Pavement Management System is software utilized by multiple municipalities for street infrastructure asset management.

In general, this work consists of a vehicle equipment with specialized data collection equipment traveling and collecting existing street surface deficiencies on all City owned streets. Street patching, potholes, fatigue cracks, transverse cracks, etc. and corresponding quantities will be recorded. Street data collection is recommended every 4 to 5 years. The last survey was completed in 2016.

Once the field data survey/collection is completed and analyzed, the Pavement Condition Index (PCI) will be calculated for each street segment surveyed. The PCI index number for any given street segment can range from 100 (excellent) to 0 (failed). The PCI are utilized as a supplemental decision-making aid to determine the most appropriate type of repair; preventative maintenance (i.e. seal coat), major rehabilitation (i.e. mill & overlay), and /or reconstruction of the pavement section itself. This ICON program is fully compatible with the City's GIS system for data sharing purposes.

**Budgetary Impact:**

The ICON Pavement Management Program is funded through the City's Municipal State Aid Maintenance Funds. The City has the sufficient fund balance to execute this agreement. Street surveying could begin this summer and data uploading into the City's system this fall. Enclosed is the professional services proposal from Good Pointe Technology, for review.

**Originating Department:**

Engineering Department

**Respectfully Submitted:**

Brian Yavarow, P.E. – City Engineer

**Attachments:**

Proposal



July 13, 2022

Brian Yavarow, P.E.  
City Engineer  
City of Fergus Falls  
112 W. Washington Ave.  
Fergus Falls, MN 56537

**RE: 2022 Network Level Pavement Condition Survey Proposal**

Dear Brian:

We are pleased to present the following cost proposal to provide data collection services to utilize the ICON pavement management system for the City of Fergus Falls.

We understand that this project is very important to the City; the quality of your decisions to allocate resources and maintain the short- and long-term health of your pavement network depends on the integrity of the technical models and the quality of the process used to develop and deliver the results of this project.

To ensure that this critically important project is executed successfully, we have assembled a team of internationally recognized infrastructure management experts, engineering professionals, and field technicians to accomplish the required scope of work. Over the past thirty years we have successfully implemented data collection plans worldwide for clients just like the City of Fergus Falls.

We appreciate the opportunity to work with you on this project, and we look forward to providing high-quality pavement data collection and professional engineering consulting services to the City.

**I am authorized to make representations and commitments on behalf of GoodPointe Technology.**

Sincerely,  
GoodPointe Technology

A handwritten signature in black ink that reads "Anthony J. Kadlec". The signature is fluid and cursive.

Anthony J. Kadlec  
President  
Attachment: Cost Proposal



## 1. FIRM INFORMATION

**GoodPointe Technology** is a privately held, Minnesota-based corporation

**Address:**

GoodPointe Technology, Inc.  
287 E. 6<sup>th</sup> Street, Suite 200  
St. Paul, MN 55101 USA

**Point of Contact:**

Mr. Anthony Kadlec, President  
Office Phone: (651) 726-2555  
Office Fax: (651) 726-2545  
Mobile: (651) 271-0422  
Email: tkadlec@goodpointe.com

### WHY SELECT THE GOODPOINTE TECHNOLOGY TEAM FOR THIS PROJECT?

Simply put, the implementation of pavement and related infrastructure asset management systems is what we do for a living, day in and day out. We take pride in building and maintaining long-term client relationships and supporting our clients with their use of our pavement management software and through the delivery of high-quality pavement condition data.

Beyond collecting **objective and repeatable data**, our mission is to transform it into **actionable/decision-making information** for your staff through the use of the InfrastructureCONSultant (ICON) pavement management system. The network level pavement condition survey proposed in this project will establish a data platform/basis for the City to develop multi-year budget analysis scenarios and for setting the course for improving the condition and value of the City pavement network.

Our experience has taught us to maintain a flexible approach in the process of working with clients in developing, implementing, and updating infrastructure maintenance management systems, since each project presents unique challenges that may depend on a combination of factors including: socio-economic conditions, infrastructure network condition, available staff resources of the project sponsor, and organizational receptivity to the management system.

Our plan for this project is to:

- Collect high quality pavement condition data through a detailed ASTM PCI survey;
- Highlight the technical/performance issues facing the City of Fergus Falls roadway pavement network; and,
- Update the ICON Pavement Management system so that it is ready for the City to run multi-year budget analysis scenarios to determine the projected economic health of the City roadway pavement network.

## **INTRODUCING GOODPOINTE TECHNOLOGY**

GoodPointe Technology (**GoodPointe**) is one of the leading infrastructure management systems- engineering and software-consulting firms in North America. The core mission of GoodPointe is to develop and provide high-quality roadway maintenance management software and system consulting services to clients in the government and private sector.

We help the authorities of public and private infrastructure/facilities to more effectively meet their management and maintenance needs by providing powerful, flexible, and easy to use management system software and implementation services.

Our management system implementation services include:

- Strategic capital improvement project planning and needs analysis for your local conditions;
- Data transfer and design of infrastructure condition data collection services;
- Digital Right of Way (ROW) imaging data collection and integration services;
- Infrastructure system performance analysis;
- Software development and implementation services;
- GIS consulting, Crystal Reports development, and system training services;
- Generating budget investment and deferred maintenance analysis scenarios; and,
- Developing short-term and long-term infrastructure maintenance, repair, and rehabilitation plans.

To summarize: we design, develop, market, implement, and maintain maintenance management software systems used by businesses, government agencies and other organizations. The use of these systems enables responsible officials to manage assets more cost-effectively. These assets include highways, county roads, city streets, sidewalks, curb and gutter, signs and signals, lighting systems, bridges, parking lots, wastewater and storm drainage systems, water pipelines, park features and other miscellaneous right of way assets.

## **OUR PEOPLE**

Our personnel have been developing successful pavement management consultation relationships with local, national, and international government agencies since the 1980's. Our team for this project includes staff whose work has advanced the technology of infrastructure management science in North America and the rest of the world. We believe our experience in the field of pavement management science, management system implementations, and our experience in knowing how to work well with governmental agencies across the world, demonstrates our strong commitment to serving clients like you.

## OUR COMPANY

GoodPointe Technology, Inc. (**GoodPointe**) appreciates this opportunity to serve the City of Fergus Falls and to introduce our company.

Our company provides the City with a wealth of experience that has already served the needs of a variety of public organizations and private sector clients throughout North America and Asia, with a regional emphasis in the Upper Midwest.



GoodPointe specializes in providing high-quality data collection, data reduction, and implementation services for infrastructure management software systems. Over the past thirty-plus years

GoodPointe staff have also been involved in the development, redevelopment, implementation and/or integration of infrastructure management systems such as those developed by the San Francisco Bay Area MTC (BAMTCMST™), Army Corps of Engineers (MicroPAVER™), Carter System, Infrastructure Management Services, Inc (IMS), Midwest Pavement Management, Inc, (PMP), China PMS, Highway Sign Inventory System, Infracon (PMS/IMST™), and Stantec™, as well as ICON and a number of other public agencies' inhouse infrastructure and pavement management systems.

Our staff includes a talented group of GIS, GPS and digital mapping professionals who design and build data collection vehicles, develop related software, and provide data collection, GIS mapping, and asset inventory services to a wide variety of clients in both the public and private sectors.

Our clients include cities, counties, state DOTs, telecommunication companies, utility companies, municipal engineering consulting firms, and transportation agencies. We have contracted for more than 250,000 miles of GPSVision data collection, mapping, road geometry and asset inventory on roads and rails in the U.S. and Canada since 1994.

GoodPointe Technology is headquartered in St. Paul, Minnesota, and employs technical staff located globally across North America, Europe, and Asia.

**Role in this Project:** GoodPointe will serve as the prime consultant for this project and will be facilitating the required data collection plan, collection-, quality control-, and data processing services.

## 2. PROPOSED WORK PLAN

### TASK 1. PROJECT INITIATION/PROJECT KICKOFF MEETING

Once the notice of selection has been received, the first step in this project will be to have a (virtual/online) project kickoff meeting with the City to establish and document the specific scope of work to be performed based on the project specifications and any options selected. In this meeting, current pavement management operations will be reviewed to identify the data-related requirements for this project.

### TASK 2. CITYWIDE PAVEMENT CONDITION ASSESSMENT

The proposed surface condition assessment for this project will be based upon the standard survey distress definition as specified in the methodology of ASTM 6433-11, by the American Society for Testing and Materials (ASTM). This assessment will provide a calculated Pavement Condition Index (PCI) for each pavement management inventory section (e.g. per street block) evaluated in the survey.

For the bituminous pavements within the selected area of evaluation, the following pavement surface condition distresses and their related quantities will be recorded:

- Alligator Cracking
- Bleeding
- Block Cracking
- Bumps and Sags
- Corrugation
- Depression
- Edge Cracking
- Joint Reflection Cracking
- Lane/Shoulder Drop Off
- Long. & Trans. Cracking
- Patching
- Polished Aggregate
- Potholes
- Railroad Crossing
- Rutting
- Shoving
- Slippage Cracking
- Swell
- Weathering/ Raveling

Any Portland Cement Concrete (PCC) pavements located within the selected project area will have the following pavement surface condition distresses and their related quantities recorded:

- Blow up/ Buckling
- Corner Break
- Divided Slab
- Durability Crack
- Faulting
- Joint Seal
- Lane/Shoulder Drop Off
- Linear Cracking
- Patching (Large)
- Patching (Small)
- Polished Aggregate
- Popouts
- Pumping
- Punchout
- Railroad Crossing
- Scaling
- Shrinkage
- Spalling Corner
- Spalling Joint

**QUALITY CONTROL PLAN: PLEASE REFER TO SECTION 3. PROJECT DELIVERABLE PROCESS**

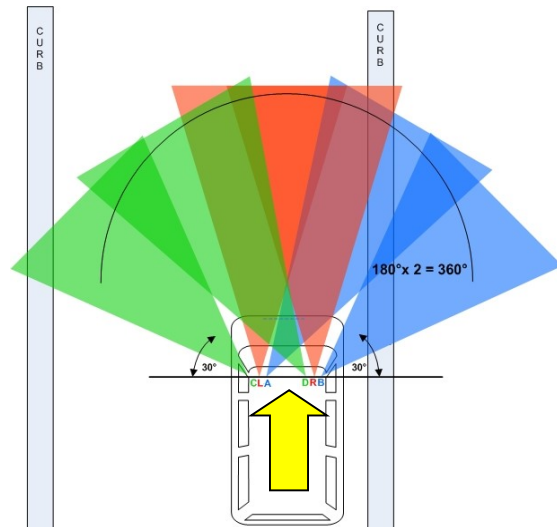
## OUR GPSVISION DATA COLLECTION TECHNOLOGY

Our team will meet this project's critical inventory and condition survey requirements by providing **sub-meter coordinate accuracy coupled with an asset feature extraction process that does not require follow-up field inspections.**

Our data collection van will utilize the following 6-camera configuration as pictured:

### Stereo Pair Purpose

- A/B:** Forward/Right to capture pavement shoulder condition, curb/gutter, sidewalk and most traffic signs.
- C/D:** Forward/Left to capture median signs and pavements to left field of view.
- L/R:** Forward view, primarily for pavement surveys



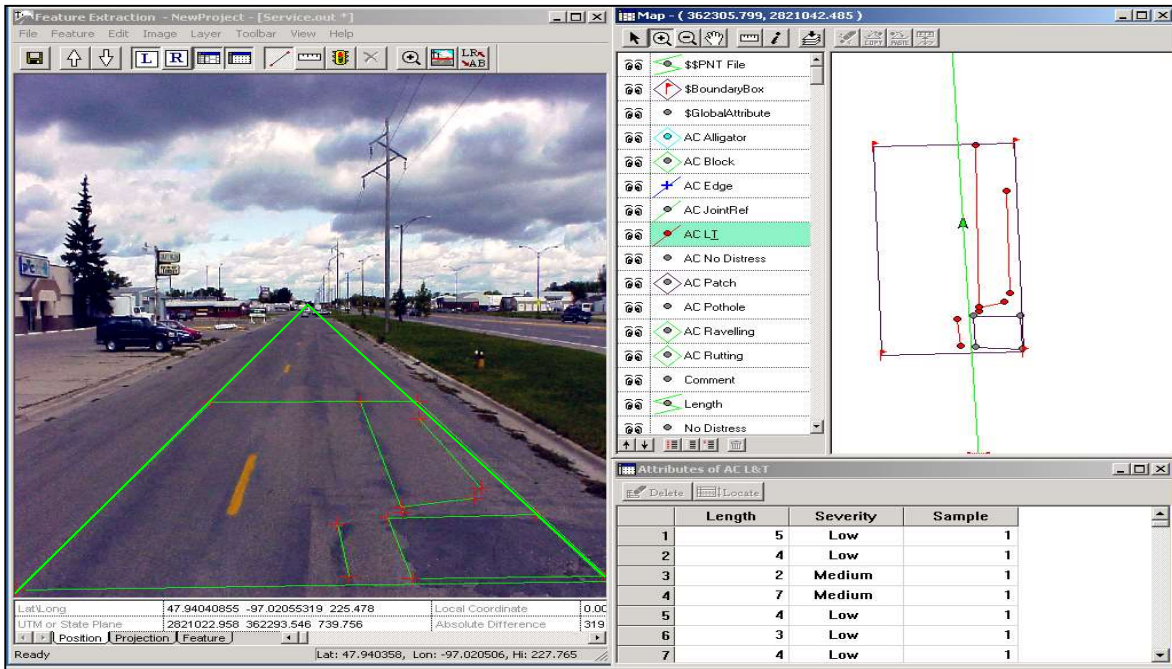
All designated roadway routes specified in this project would be driven by one or more specially equipped data collection vehicles such as the following pictured:

The actual data collection process makes use of the latest digital imaging and Global Positioning System (GPS)/Inertial Navigational System (INS) technology to capture accurate feature location coordinates and a digital record of each visible feature simultaneously.



All imagery is captured with multiple full-frame progressive scan digital color cameras that take high-resolution (1600 pixels x 1200 lines) jpeg images at pre-set intervals along the designated route. While not a moving video of the route, images are sequenced to simulate a full video log along each street.

Using our proprietary feature extraction software, the measured distress data is then registered in an underlying relational database along with its corresponding GPS (xyz) coordinates. Utilizing the existing link between the City pavement management system and GIS, the resulting pavement condition data may then be linked and imported into the City's pavement management database for PCI calculation.



Screen Capture of the Feature Extraction (FE) Application Displaying Pavement Distress

### VALUE ADDED SURVEY OPTIONS

Although not requested/required in the RFP, GoodPointe can deliver the following value-added survey options, to maximize the return on investment (ROI) realized by the City in this project. We can discuss these options in our project kickoff meeting (Task 1):

#### Option 1. Geo-Referenced Digital Images

As an option, GoodPointe can deliver the set of geo-referenced JPG images that we collect in this project, to the City for using in its in-house GIS applications.

#### Option 2. Ride Quality/International Roughness Index (IRI) Data

Studies show that roadway users primarily, subjectively evaluate roadway condition based upon pavement ride quality (roughness). And research studies have shown that pavements that are built smooth generally have a longer service life. Under this optional task, GoodPointe would collect Ride Quality/Roughness (IRI) data using a Class 1 inertial laser profiler as defined by ASTM E-950 for selected routes in the City.

#### Option 3. Right of Way Asset Inventory Extraction Services

GoodPointe can use our proprietary software to extract additional infrastructure asset inventory/condition features (e.g. signs, curb/gutter, catch basins, signals, pavement striping, medians, etc.) as the needs and resources of your organization allow.

## **PROJECT SCHEDULE/DELIVERABLES**

- **Notice to Proceed: July 31, 2022**
- **Field Data Collection: August 2022**
- **Delivery of PCI Survey Results: Late December 2022**

The above is offered as a preliminary schedule suggestion for the City's consideration and can be adjusted to better meet the City's schedule requirements.

### 3. PROJECT DELIVERY PROCESS

#### QUALITY ASSURANCE PLAN

"You cannot inspect quality into a product (or service)--it is already there."

W. Edwards Deming, The Father of the American Quality Management.

As it relates to the City pavement condition data collection project, if we collect 98 miles of pavement condition data for Fergus Falls and then were to do, say a 3% quality control (QC) inspection (3 miles) and show you the results after the fact, this QC effort will effectively do nothing to improve the quality of the remaining 97% (or 95 miles) of survey data that we had already collected for the City. In other words, we cannot inspect quality into a product (or service) once it has already been created or delivered.

Therefore, it is the intent of our GoodPointe Quality Assurance (QA) procedures to ensure that each of our technicians is competently trained before starting the project and that we provide ongoing refresher training to our staff to ensure that we are consistent in our rating procedures (i.e. the assignment of distress types, severity levels, and quantities) for the local conditions for any custom survey procedures, etc. and that we keep our raters freshly rotated between their work in the field and in the office doing data entry.

This consistency training involves bringing multiple raters out into the field and doing a walk-through calibration survey, to ensure that our raters are consistently rating distresses-, severity levels, and quantities, within an accepted level of variation. We also encourage the "when in doubt, write it out" policy, which encourages our raters to take detailed notes and flag individual surveys for a closer re-inspection if they observe pavement distress formations that appear out of the normal.

Based on known dates of construction, we can establish an expectation of PCI results to target PCI survey results which are outside the normally expected variation of pavement performance for the indicated pavement's life-cycle.

For example, if we know a residential roadway pavement (asphalt surface type) was newly reconstructed two (2) years ago, we might expect the PCI to be in the 95 to 100 range. However, if the resulting survey PCI=70, then the section would be flagged for QC review to confirm the quality of the condition survey and/or to document any extenuating circumstances (e.g. accidental pavement damage due to heavy construction vehicles, etc.).

#### QUALITY CONTROL PROCEDURES

The resources that are required to provide our quality control services are already included in the quoted per mile rate of the pavement condition survey; For GoodPointe Technology projects that involve surface condition surveys, the Data



Collection Lead (for this project, Jason Dickerson) is assigned the responsibility of providing field quality control services.

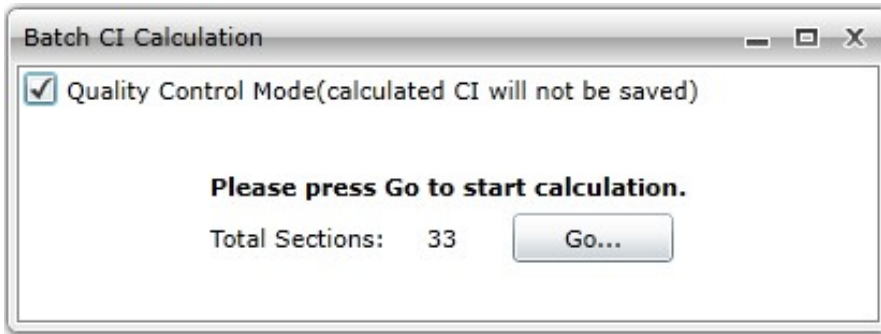
A Project Kickoff Meeting will be held prior to the start of data collection operations for the City to meet with lead GoodPointe staff to review the data collection and quality control procedures proposed for this project. During this field meeting, pavement distress types and severity levels will be reviewed with the City and the technical staff assigned to the project.

GoodPointe will randomly assign repeat surveys in the initial phase of the data extraction operations at the distress/severity level.

After the completion of the quality control review period, the GoodPointe project team will internally discuss the results of the repeat surveys. Based on the results of this quality control review, our project engineer will apply corrective action, which will include, but not be limited to, adjustment of the survey/sampling procedures, follow-up training for the distress type/severity levels involved, and, possible rotation/replacement of raters.

### ICON QUALITY CONTROL REPORT

Over the past thirty years, we have developed and have continually refined our Infrastructure CONsultant (ICON) Pavement Management System (PMS) software in coordination with our active ICON user group. A prime example of this is our Quality Control *Batch CI Calculation* report, which enables us to automatically capture and present meaningful QA/QC information to help ensure that the collected system data provides a true representation of the actual pavement conditions in the field.



Once the condition data has been imported into the ICON program, clicking the 'Go' button generates a quality control report spreadsheet which compiles the essential inventory, condition, and latest paving project history information for each roadway section in the batch.

The condition data included in this report includes the: Current PCI (i.e. the PCI from the current survey); Previous PCI (i.e. the PCI from the most recent, previous survey), and Projected PCI (i.e. the expected PCI based on the pavement performance curve established within the ICON program).

Batch CI Calculation Quality Control Report

Records:33

#	Street	From	To	Map ID	Surface Type	Func Class	Length	Area	Projected CI	Prev CI	Current CI	Delta CI	Prev Date	Current Date
1	Addington Court	Cul-de-sac	West 62nd Street	2.001	AC	Local	369	13154.66	79.78	85.2	49.54	-35.66	6/14/2013	4/18/2016
2	Adret Court	South Manor Road	Cul-de-sac	3.001	AC	Local	404	13475.26	55.32	72.47	73.73	1.26	6/14/2013	4/14/2016
3	Alpine Trail	Cul-de-sac	Hillcrest Lane	7.001	AC	Local	199	9074.66	99.17	99.93	94.15	-5.78	6/16/2013	4/12/2016
4	Alpine Trail	Hillcrest Lane	Alpine Way	7.002	AC	Local	759	18216	99.17	99.93	88.32	-11.61	6/16/2013	4/12/2016
5	Alpine Trail	Alpine Way	90' E. of Alpine Way	7.003	AC	Local	90	2160	69.99	83.66	92.32	8.67	6/16/2013	4/12/2016
6	Alpine Trail	90' E. of Alpine Way	982' N.E. of Alpine Way	7.0035	AC	Local	892	25706.66	77.88	89.31	69.26	-20.05	6/16/2013	4/12/2016
7	Alpine Trail	982' N.E. of Alpine Way	Cul-de-sac	7.004	AC	Local	430	14618.66	90.07	93.73	72.77	-20.96	6/16/2013	4/12/2016
8	Alpine Way	North Hillcrest Court	Hillcrest Lane	8.001	AC	Local	332	8964	98.62	99.72	77.62	-22.1	6/16/2013	4/12/2016
9	Alpine Way	Hillcrest Lane	Alpine Trail	8.002	AC	Local	1143	30861	92.75	95.82	89.89	-5.93	6/16/2013	4/12/2016
10	Ashby Lane	Mere Drive	Cul-de-sac	22.001	AC	Local	755	18120	68.85	82.84	53.51	-29.34	6/13/2013	4/20/2016
11	Ashby Lane	Ashby Lane	Cul-de-sac (16570-16578)	22.0015	AC	Local	1	3928	77.63	89.17	67.95	-21.22	6/13/2013	4/20/2016
12	Ashby Lane	Cul-de-sac	Whittington Walk	22.002	AC	Local	253	6072	60.17	76.26	60.16	-16.1	6/13/2013	4/20/2016
13	Barberry Lane	Peterberg Road	Padon Drive	41.001	AC	Local	694	18738	68.25	82.43	62.97	-19.46	6/10/2013	4/11/2016
14	Barberry Lane	Padon Drive	Duck Lake Trail	41.002	AC	Local	429	11583	67.3	81.72	60.26	-21.47	6/10/2013	4/11/2016
15	Bay Drive	Cul-de-sac	Baywood Lane	45.001	AC	Local	485	18238.66	77.88	89.31	77.59	-11.72	6/16/2013	4/12/2016
16	Baywood Lane	Baywood Terrace	Bay Drive	47.001	AC	Local	750	23200	73.58	86.27	66.69	-19.58	6/16/2013	4/12/2016
17	Baywood Lane	Bay Drive	Eden Prairie Road	47.002	AC	Local	108	2592	68.58	82.6	58.41	-24.2	6/16/2013	4/12/2016
18	Baywood Lane	Eden Prairie Road	Cul-de-sac	47.003	AC	Local	1182	35847.66	77.57	89.1	74.11	-14.99	6/16/2013	4/12/2016
19	Baywood Terrace	Cul-de-sac	Baywood Lane	48.001	AC	Local	325	12334.16	73.16	85.96	71.26	-14.7	6/16/2013	4/12/2016
20	Camborne Place	Whittington Walk	Cul-de-sac	106.001	AC	Local	189	9073.66	73.8	86.46	70.91	-15.56	6/13/2013	4/20/2016

Export Close

In the event that there is significant amount of variation between the 'Today's Projected PCI' and the latest PCI, we can perform a follow-up check on the PCI survey and/or consider a recalibration of the pavement performance curve for the indicated combination (of surface type, functional class and structural strategy).

In the event that there is significant amount of variation between the 'Previous PCI' and the 'Current PCI' for the amount of time elapsed between the two surveys, then these results can be flagged for review with the City and/or further follow-up action. Using our proprietary feature extraction software, the measured distress data is then registered in an underlying relational database along with its corresponding GPS (xyz) coordinates. Utilizing the existing link between the City pavement management system and GIS, the resulting pavement condition data may then be linked and imported into the City's pavement management database for PCI calculation.

#### **4. TEAM BIOS**

We offer the City of Fergus Falls a team with deep experience and significant expertise to address the need areas outlined in the RFP.

#### **Tony Kadlec, Project Manager, GoodPointe Technology**

Mr. Anthony (Tony) Kadlec has 32 years of experience in the civil engineering profession, the last 30 of which have been focused on the implementation of infrastructure management systems. He has been involved with the management and the successful completion of more than 350 system implementations and infrastructure improvement plans, in projects throughout all regions of the United States; his international experience includes World Bank system implementation projects located in Mainland China and roadway data collection projects for infrastructure networks in India. His work involves working with clients to determine system requirements, designing the data collection process, analyzing system data, writing reports and presenting the results to the elected officials.

Mr. Kadlec has presented numerous papers at various national and international conferences and is also a guest lecturer in the Infrastructure Systems Engineering (ISE) graduate program at the University of Minnesota, Institute of Technology (IT).

**For this Project: Tony will serve as project manager and be the primary contact for the City in this project.**

**Darwin A. Dahlgren, Principal in Charge, GoodPointe Technology**

Mr. Dahlgren 30 years+ of experience as a civil engineer in both the civil engineering and the software and system development side of pavement and related infrastructure data collection, evaluation and management systems and services.

Mr. Dahlgren is well known for his expertise in pavement and infrastructure management systems and has participated in the successful implementation of right of way design, maintenance, rehabilitation and management system-related projects for cities, provinces, airports, and government installations worldwide. These implementations have included the use of state-of-the-art systems and engineering services designed for accurate, efficient and cost-effective pavement and right of way data collection, evaluation, management, and reporting.

**For this Project: Darwin will serve as a technical resource for the City and the project team.**

**Guangping He, PhD., GoodPointe Technology**

Dr. He received his Ph.D. in Photogrammetry from the Technical University of Vienna, Austria, in 1989. Dr. He is responsible for leading-edge research and development of the GPSVision mobile data collection system technology and data capture and extraction solutions. Dr. He is a GPS and image-processing expert. He is recognized nationally in the field of remote sensing and photogrammetry with several papers and presentations to his credit. Specialties include GPS, inertial navigation systems, camera calibration, image database development, image manipulation, facility feature extraction, and data capture for GIS.

**For this Project: Guangping will provide technical post-processing support for the GPSVision roadway condition data collected in this project.**

**GoodPointe Infrastructure Management System Data Collection/Integration Experience**

In the last five years, GoodPointe has served as the preferred pavement management/data collection consultant for the following agencies:

Total Centerline Miles	Agency	Coordinate Survey Crews	Tabulation of Data	Quality Control Review Services	Database Management	Data Collection Services	Point of Contact	Department
425	Anoka County, MN	x	x	x	x	x	Mr. Doug Fischer	Highway Department
422	Arlington County, VA	x	x	x	x	x	Mr. Hung Tran	Public Works Department
713	Beltrami County, MN		x	x	x		Mr. Bruce Hasbargen	Highway Department
366	Chisago County, MN		x	x	x		Mr. Joe Triplett	Highway Department
28	City of Arden Hills, MN	x	x	x	x	x	Ms. Sally Ricard	Engineering Department
399	City of Bloomington, MN	x	x	x	x	x	Mr. Jeff Lathorp	Public Works Department
211	City of Burnsville, MN	x	x	x	x	x	Mr. Jeff Radick	Engineering Department
101	City of Champlin, MN	x	x	x	x	x	Mr. Tim Hanson	Public Works Department
161	City of Chanhassen, MN	x	x	x	x	x	Ms. Alyson Fauske	Public Works Department
170	City of Cottage Grove, MN	x	x	x	x	x	Ms. Jennifer Levitt	Public Works Department
516	City of Dathan, MN	x	x	x	x	x	Mr. Charles Metzger	Engineering Department
444	City of Duluth, MN	x	x	x	x	x	Mr. Chauncey Bangs	Engineering Department
228	City of Eagan, MN	x	x	x	x	x	Ms. Sara Pluta	Public Works - Streets Department
224	City of Eden Prairie, MN	x	x	x	x	x	Mr. Rod Rue	Engineering Department
193	City of Eden Prairie Parks, MN	x	x	x	x	x	Mr. Bill Olmschenk	Parks and Recreation
200	City of Edina, MN	x	x	x	x	x	Mr. Carter Schulze	Engineering Department
146	City of Elk River, MN		x	x	x		Mr. Justin Femrite	Public Works/Engineering
14	City of Falcon Heights, MN	x	x	x	x	x	Ms. Sally Ricard	Engineering Department
452	City of Fargo, ND	x	x	x	x	x	Mr. Tom Knakmuhs	Engineering Department
111	City of Fergus Falls, MN	x	x	x	x	x	Mr. Brian Yavarow	Engineering Department
98	City of Hastings, MN	x	x	x	x	x	Mr. John Caven	Engineering Department
57	City of Hopkins, MN	x	x	x	x	x	Mr. Nate Stanley	Engineering Department
76	City of Hutchinson, MN	x	x	x	x	x	Mr. John Olson	Public Works Department
151	City of Inver Grove Heights, MN	x	x	x	x	x	Mr. Scott Thureen	Engineering Department
217	City of Maple Grove, MN		x	x	x		Mr. Marc Culver	Engineering Department
132	City of Maplewood, MN	x	x	x	x	x	Mr. Steve Love	Public Works Department
1,338	City of Minneapolis, MN		x				Mr. Joe Casey	Public Works Department
39	City of Mounds View, MN			x	x		Mr. Jim Hess	Department of Public Works
63	City of New Hope, MN	x	x	x	x	x	Mr. Guy Johnson	Public Works Department
320	City of Newark, NJ		x	x	x		Mr. Jason Hahn	Michael Baker Jr.
224	City of Norfolk, NE	x	x	x	x	x	Mr. John Cahill	Engineering Department
100	City of Northfield, MN	x	x	x	x	x	Mr. David Bennett	Public Works Department
286	City of Plymouth, MN			x	x		Mr. Michael Thompson	Engineering Department
131	City of Richfield, MN		x	x	x		Mr. Derrick Anderson	Department of Public Works
53	City of Robbinsdale, MN	x	x	x	x	x	Mr. Richard McCoy	Public Works Department
422	City of Rochester, MN	x	x	x	x	x	Mr. Russ Kelm	Department of Public Works
120	City of Roseville, MN	x	x	x	x	x	Ms. Sally Ricard	Department of Public Works
3800	City of San Antonio, TX	x	x	x	x	x	Mr. Rocky Aranda, Jr.	Streets Division, Public Works
108	City of Savage, MN	x	x	x	x	x	Mr. Seng Thongvath	Engineering Department
88	City of Shoreview, MN	x	x	x	x	x	Mr. Tom Wesolowski	Department of Public Works
83	City of St. Louis Park, MN	x	x	x	x	x	Mr. Scott Merkley	Public Works Department
71	City of West St. Paul, MN	x	x	x	x	x	Mr. Ross Beckwith	Engineering Department
243	City of Woodbury, MN	x	x	x	x	x	Mr. Tony Kutzke	Public Works Department
745	Clay County, MN		x	x	x		Mr. Dave Overbo	Highway Department
951	Columbus Consolidated Government, GA	x	x	x	x	x	Mr. Farhad Alifathani	Department of Engineering
603	Crow Wing County, MN		x	x	x		Mr. Steve Stroschein	Highway Department
428	Dakota County, MN		x	x	x		Ms. Jodi Ulrich	Highway Department
331	Dodge County, MN		x	x	x		Ms. Jessica Brennan	Highway Department
412	Filmore County, MN		x	x	x		Mr. John Grindeland	Highway Department
623	Freeborn County, MN		x	x	x		Mr. Dan Kenison	Highway Department
401	Goodhue County, MN		x	x	x		Mr. Greg Isakson	Highway Department
321	Grand Forks East Grand Forks MPO, ND	x	x	x	x	x	Ms. Teri Kouba	Planning Department
561	Hennepin County, MN		x	x	x		Ms. Jamie Hendrickson	Transportation Division
420	Kanabec County, MN		x	x	x		Mr. Greg Nikodym	Public Works
399	McLeod County, MN	x	x	x	x	x	Mr. John Brunkhorst	Highway Department
402	Mille Lacs County, MN		x	x	x		Mr. Bruce Cochran	Highway Department
1200	Monterrey County, CA	x	x	x	x	x	Mr. Javad Tanbakuchi	AAE Project Manager
2226	Montgomery County, TX		x	x	x		Ms. Rhonda Hovater	Communication Information Services
381	Olmsted County, MN		x	x	x		Mr. Zach Denmer	Department of Public Works
1058	Ottertail County, MN		x	x	x		Mr. Chuck Grotte	Highway Department
1469	City of Tulsa, OK Residential Network		x	x	x		Mr. Jim Hemphill	Poe & Associates, Inc.
531	City of Tulsa, OK Arterial Network		x	x	x		Mr. Jim Hemphill	Poe & Associates, Inc.
967	Polk County, MN		x	x	x		Mr. Rich Sanders	Highway Department
450	Rice County, MN		x	x	x		Mr. Jim Kollar	Highway Department
2650	San Bernardino County, CA		x	x	x		Mr. Medhat Matta	Pavement Mgmt. Department
340	Scott County, MN		x	x	x		Mr. Jarrett Hubbard	Highway Department

3004	St. Louis County, MN		x	x	x		Mr. Brian Boder	Highway Department
274	Wadena County, MN		x	x	x		Mr. Jeff Adolphson	Highway Department
281	Washington County, MN	x	x	x	x	x	Mr. Don Theisen	Transportation Department
380	Winona County, MN		x	x	x		Mr. Dave Kramer	Highway Department
516	Wright County, MN		x	x	x		Mr. Kevin Johnson	Highway Department
<b>36,068</b>	<b>Total in last 5 Years</b>							

**Past Infrastructure Management Projects Done by GoodPointe Staff**

- Arlington County, VA
- Beltrami County, MN
- Cook County, MN
- CAI Recon Optical, Barrington IL
- Carlton County, MN
- Chisago County, MN
- City of Arden Hills, MN
- City of Bloomington, MN
- City of Brooklyn Center, MN
- City of Brooklyn Park, MN
- City of Burnsville, MN
- City of Cedar Falls, IA
- City of Champlin, MN
- City of Chanhassen, MN
- City of Coon Rapids, MN
- City of Cottage Grove, MN
- City of Denver, CO
- City of Donna, TX
- City of Dothan, AL
- City of Duluth, MN
- City of Eagan, MN
- City of Eden Prairie, MN
- City of Edina, MN
- City of Elk Grove, IL
- City of Evanston, IL
- City of Fairmont, MN
- City of Fargo, ND
- City of Fort Wayne, IN
- City of Grand Rapids, MN
- City of Guangzhou, PRC
- City of Hopkins, MN
- City of Hutchinson, MN
- City of International Falls, MN
- City of Inver Grove Heights, MN
- City of Lakeville, MN
- City of Maplewood, MN
- City of Mendota Heights, MN
- City of Menlo Park, CA
- City of Miami/Dade County, FL
- City of Minneapolis
- City of Monticello, MN
- City of Moorhead, MN
- City of Mounds View, MN
- City of Mumbai, India
- City of New Hope, MN
- City of Newark, NJ
- City of Norfolk, NE
- City of Oakdale, MN
- City of Ottumwa, IA
- City of Plymouth, MN
- City of Richfield, MN
- City of Robbinsdale, MN
- City of Rochester, MN
- City of Rosemount, MN
- City of Roseville, MN
- City of San Antonio, TX
- City of San Francisco, CA
- City of Sausalito, CA
- City of Shawnee, OK
- City of Shijiazhuang, PRC
- City of Shoreview, MN
- City of South Pasadena, CA
- City of St. Paul, MN
- City of Tallahassee, FL
- City of Tulsa, OK
- City of West Des Moines, IA
- City of West St. Paul, MN
- City of Woodbury, MN
- Clay County, MN
- Coco Solo Hospital, Panama
- Columbus Consolidated Gov., GA
- Crow Wing County, MN
- Dakota County, MN
- Dodge County, MN
- El Paso County, Texas
- Fairfax County, VA
- Fillmore County, MN
- Fort Buchanan, San Juan, Puerto Rico
- Fort Clayton, Republic of Panama
- Fort Devens, Ayer, MA
- Fort Drum, Watertown, NY
- Fort Gillem, Georgia
- Fort McCoy, Sparta, WI
- Fort McPherson, GA
- Fort Meade, Baltimore MD
- Fort Sam Houston, San Antonio, TX
- Fort Stewart, GA
- Fort Story, Virginia Beach, VA
- Freeborn County, MN
- Goodhue County, MN
- George Air Force Base, CA
- Grand Forks-East Grand Forks MPO
  - City of Grand Forks, ND
- Hidalgo County MPO
  - City of Alamo, TX
  - City of Edinburg, TX
  - City of McAllen, TX
  - City of Mercedes, TX
  - City of Pharr, TX
  - City of San Juan, TX
  - City of Weslaco, TX
- Hunter Army Air Field
- Kanabec County, MN
- Marine Corps Recruit Depot, SC
- McClellan Air Force Base, CA
- McLeod County, MN
- Metropolitan Airports Commission (MAC)
- Mille Lacs County, MN
- Minneapolis Park and Rec Board, MN
- Monterrey County, CA
- Montgomery County, TX
- NHAI Natl. Highways Authority of India
- Naval Air Station, Cecil Field, FL
- Naval Air Station, Ingleside, TX
- Olmsted County, MN
- Ohio Dept. of Transportation (ODOT)
- Peterson Air Force Base, CO
- San Bernardino County, CA
- Polk County, MN
- Scott County, MN
- Sherburne County, MN
- Stanford University, CA
- Steele County, MN
- St. Louis County, MN
- Tulsa District Corps of Eng., OK
- University of Minnesota, Minneapolis, MN
- Virginia Dept. of Transp. (VDOT)
- USMCA, Baumholder, Germany
- USMCA, Fulda, Germany
- USMCA, Goppingen, Germany
- USMCA, Hanau, Germany
- Ventura County, CA
- Village of Highland Park, IL
- Village of Inverness, IL
- Village of St. Anthony, MN
- Wadena County, MN
- Washington County, MN
- Winona County, MN

## 5. COST SCHEDULE

### Cost Schedule

Data Collection Services for the City of Fergus Falls, MN  
 Exhibit A.1

July 13, 2022

Task Description	Units	Quantity	Rate	Optional	Total
Task 1. Project Initiation/Kickoff Meeting	Hours	3	\$120		\$360
Task 2. Citywide Pavement Condition Assessment	Centerline Miles	98.5	\$285		\$28,073
<b>Value Added Project Options</b>					
Optional Task 1. Option 1. Geo-Referenced Digital Images	TBD	TBD	TBD		
Optional Task 2. Ride Quality/International Roughness Index (IRI) Data	Centerline Miles	98.5	\$50	\$ 4,925.00	
Option 3. Right of Way Asset Inventory Extraction Services	TBD	TBD	TBD		
				\$ 4,925.00	
<b>Base Project: Total Not-to-Exceed Cost:</b>					<b>\$28,433</b>
<b>Value Added Project Options:</b>					<b>\$4,925</b>
<b>Base Project + Value Added Project Options:</b>					<b>\$33,358</b>



## Council Action Recommendation

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Page 1 of 1

**Meeting Date:** July 27, 2022

**Subject:** Matthew House Request

**Recommendation:** City Council discussion regarding entering into a contract with the Matthew House for services to clean up the Broken Down Dam Park.

**Background/Key Points:**

The Matthew House has requested \$10,000 from the City of Fergus Falls in exchange for the provision of services to clean-up Broken Down Dam Park.

Minnesota Cities do not have the statutory authority to donate funds to non-profit organizations. Cities do have authority to contract for services. If the City were to contract with the Matthew House to clean up the Broken Down Dam Park, the full \$10,000 contract amount will need to be earned. No portion can be considered a donation.

I would also recommend the City Council determine this to be a one-time service and will not set a precedence with this contract.

**Budgetary Impact:** The \$10,000 will be paid from the existing Park Department capital outlay budget.

**Originating Department:** Finance and Public Works

**Respectfully Submitted:** Bill Sonmor, Finance Director and Len Taylor, Public Works Director

**Attachments:**

None