



## City of Fergus Falls Committee of the Whole Agenda

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August 31, 2022

7:00 am

City Council Chambers

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A. Call to Order

B. Roll Call

C. Discussion Items

1. Update from the Coalition of Greater Minnesota Cities  
Elizabeth Wefel
2. Surplus Equipment  
Dan Knudson  
Requested Action: Recommendation to the council to declare various Information Systems equipment as surplus property and authorize its disposal or trade-in value
3. Abatement Services Contract  
April Zumach  
Requested Action: Recommendation to the council to enter into an abatement services contract with Dylan Brusven's Clean Outs and Clean Ups
4. Fee Schedule  
Sandy Cunningham  
Requested Action: Recommendation to the council to adopt the 2023 fee schedule
5. Broadway Avenue Resurfacing Project  
Brian Yavarow  
Requested Action: Recommendation to the council to initiate PI 5327, the Broadway: Fir to Lincoln Avenue street resurfacing project and accepting Interstate Engineering's professional services agreement for final design and construction administration in the amount of \$100,000
6. PI 9349, Airport Runway Project  
Brian Yavarow  
Requested Action: Recommendation to the council to accept the State/Federal Grant Agreement for PI 9349, the airport runway, taxiway & apron crack fill/joint repairs project

7. PI 9771 Closed Landfill  
Brian Yavarow  
Requested Action: Recommendation to the council to authorize staff to execute the permanent ingress/egress easement between the City and Amy Shol and to authorize compensating Amy Shol for said easement in the amount of \$3,500
  
8. Downtown Walking Sign Demonstration Project  
Wayne Hurley/Mallory Jarvi  
Requested Action: Recommendation to the council to place walking signage through the community
  
9. Discussion on Proposed Highway/Trail Project  
Andrew Bremseth

D. Additional Agenda Items

E. Announcements

- September 5 Most city offices and facilities closed for Labor Day holiday  
West liquor store open  
Garbage and recycling normally picked up on Monday will be  
Tues September 6. Tuesday pickup will be Wed September 7
- September 6 City Council meeting 5:30 pm

Adjourn



# Council Action Recommendation

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Page 1 of 2

**Meeting Date:** August 31, 2022, Committee of the Whole,  
September 6, 2022, City Council Meeting

**Subject:** Surplus Information System Equipment

**Recommendation:** Declare the attached Information Systems equipment as surplus and list for sale on the auction site. (GovDeals.com)

**Background/Key Points:** All computers have been erased and reset according to manufacturer's recommendations and printer hard drives have been erased as well.

**Budgetary Impact:** None

**Originating Department:** Information Systems

**Respectfully Submitted:** Dan Knudson, IT Manager

**Attachments:** Surplus Request.pdf

## Surplus Information Systems Equipment

| <b>Printers</b>                            |                         |                 |
|--|-------------------------|-----------------|
| <b>Model</b>                               | <b>Description</b>      | <b>Serial #</b> |
| Lexmark                                    | X7446de 7526-576        | 75263994G2PGF   |
| Lexmark                                    | MS812e 4063-63E         | 4063269902ZTZ   |
|  |                         |                 |
| <b>Desktop Computers (in colored lots)</b> |                         |                 |
| <b>Model</b>                               | <b>Description</b>      | <b>Serial #</b> |
| MT-M 2555-CGU                              | Lenovo ThinkStation E31 | MJ16M7E         |
| MT-M 2555-CGU                              | Lenovo ThinkStation E31 | MJ16M7B         |
| MT-M 2555-CGU                              | Lenovo ThinkStation E31 | MJ28R06         |
| MT-M 2555-CGU                              | Lenovo ThinkStation E31 | MJ16M7A         |
| MT-M 2555-CGU                              | Lenovo ThinkStation E31 | MJ16M7H         |
| MT-M 2555-CGU                              | Lenovo ThinkStation E31 | MJ16M7D         |
| MT-M 2555-CGU                              | Lenovo ThinkStation E31 | MJ28R05         |
| MT-M 2555-CGU                              | Lenovo ThinkStation E31 | MJ15R5T         |
| MT-M 2555-CGU                              | Lenovo ThinkStation E31 | MJ16M6Z         |
| MT-M 2555-46U                              | Lenovo ThinkStation E31 | MJVTVTP         |
| MT-M 2555-46U                              | Lenovo ThinkStation E31 | MJVTVTW         |
| MT-M 2555-46U                              | Lenovo ThinkStation E31 | MJVTVTF         |
| MT-M 7824-55U                              | Lenovo ThinkStation E30 | MJAGLKM         |
| MT-M 4222-36U                              | Lenovo ThinkStation E20 | MJBAGW0         |
| MT-M 4222-36U                              | Lenovo ThinkStation E20 | MJXC881         |
| MT-M 4222-36U                              | Lenovo ThinkStation E20 | MJBAGW2         |
| MT-M 4222-36U                              | Lenovo ThinkStation E20 | MJBAGV8         |
|  |                         |                 |
|  |                         |                 |

## Surplus Information Systems Equipment

|              |                                   |                             |
|--------------|-----------------------------------|-----------------------------|
|              |                                   |                             |
|              |                                   |                             |
|              | <b>Motorola Barcode Scanners</b>  |                             |
| <b>Model</b> | <b>Description</b>                | <b>Serial #</b>             |
| MC5590       | Motorola MC55 PDA Barcode Scanner | 1031452140661               |
| MC5590       | Motorola MC55 PDA Barcode Scanner | 10314521401420              |
| MC5590       | Motorola MC55 PDA Barcode Scanner | 10314521400049              |
| MC5590       | Motorola MC55 PDA Barcode Scanner | 10314521400167              |
|              |                                   |                             |
|              | <b>IBM Servers and Tape Drive</b> |                             |
| <b>Model</b> | <b>Description</b>                | <b>Serial #</b>             |
| xSeries 346  | Type 8840-E2U xSeries 346 Server  | KQLZG3C                     |
| xSeries 325  | Type 7944-AC1 xSeries 325 Server  | KQ42PD3                     |
| xSeries 325  | Type 7042-CR6 xSeries 325 Server  | 0625B4C                     |
| A1077R0      | Backup Tape Drive xSB20083D       | 52S 23R9679<br>MXBD1540C041 |
|              |                                   |                             |



## SERVICE AGREEMENT

This agreement is made and entered into between the City of Fergus Falls and

**Dylan Brusven** for services of as-needed property clean up and securing abatement services on private property within the limits of the City of Fergus Falls.

Should property owners within the City of Fergus Falls fail to maintain their property in accordance with City Code, Title IX subparts 90, they will be contacted by the City to have the property brought into compliance (as required by Title IX subpart 90.29). Should the property owner fail to abate by the date on such notice the City of Fergus Falls will contact the contractor. Costs associated with the services shall be invoiced to the City of Fergus Falls Public Works Department.

Responsibility of contractor: Services are to be performed within the time line and dates specified for any or all property abatements or securing, under the direction of the City Administrator, or assigned designee . Contractor shall take a digital picture prior to commencing any work and after work is complete. Contractor is responsible to for the abatement and clean up of a property on a case by case base as outlined by the City upon request and a need. **Contractor is responsible to invoice the City within 2 weeks of work completed.** Invoices to include the date the work was performed and the physical property address mowed.

A certificate of insurance shall be presented to the City of Fergus Falls prior to the commencement of any services with limits of liability not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. A certificate of contractor's workman's compensation must be furnished (if applicable).

This agreement is not exclusive and shall be valid for the 2022-2024 seasons. It is mutually understood by all parties that this agreement may be terminated at any time by either party.

IN WITNESS WHEREOF, the Parties, have caused this Agreement to be approved on the date above.

**City of Fergus Falls, Minnesota**

By: \_\_\_\_\_  
Its Mayor

And: \_\_\_\_\_  
Its City Administrator

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Service Provider

CITY OF FERGUS FALLS  
REQUEST FOR QUOTES

The City of Fergus Falls is requesting quotes for as-needed property clean up and securing abatement services within the City limits for the 2022-2024 seasons. Quotes will be accepted until 12:00 PM on Monday, July, 25 2022 via email to [april.zumach@ci.fergus-falls.mn.us](mailto:april.zumach@ci.fergus-falls.mn.us) subject line **“Quote on as-needed Property Clean up and Securing Abatement Services.”**

Attached is a draft of the Service Agreement including the provisions and the scope of work. Please furnish your information below and return.

Name: **Dylan Brusvens Clean Outs and Clean Ups**

Address **18419 County Hwy 10, Elizabeth, MN 56533**

Phone number **218-731-6525**

Amount will include labor and equipment for these types of equipment.

Labor Rate \$125/hr.

Dumpster Fee \$300/15 yd  
*(City would track dump and disposal fee for individual abatements)*

Skid Loader \$50/hr.  
*(includes grapple, forks, bucket, and tiller, additional attachments needed would be an extra fee for the rental of items needed, invoices would be provided)*

Additional fees for any sub-contracting such as electrician, plumber, and etc. with City approval

City Contractor would handle mowing and trimming.

Additional services by the City would be billed on a time, labor, material, and equipment cost on an as needed basis.

If you have any questions, please contact April Zumach, 218-332-5420 or [april.zumach@ci.fergus-falls.mn.us](mailto:april.zumach@ci.fergus-falls.mn.us)

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the “Agreement”) is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2022 between the City of Fergus Falls, Minnesota, a Minnesota municipal corporation (the “City”), and Dylan Brusvens Clean Outs and Clean ups, a property clean-up and abatement services company, (the “Service Provider”), (collectively, the “Parties”).

1. **Scope of Services.** The Service Provider agrees to perform the following services:

As needed site clean-up of private properties within the city limits of Fergus Falls. Contractor shall be responsible for collection and clean-up of all nuisance items in the designated service area per work order specifications proper disposal of waste product upon the request of the City of Fergus Falls

Nuisance items including but not limited to:

- Litter, garbage, trash, junk, debris
- Boxes, appliances, furniture, plastic, scrap metal, household items, and items of a similar nature
- Demolition remains
- Automobile and vehicle parts, tires, batteries, scrap metal, waste oil or other potentially hazardous
- Trees, branches, shrubbery
- Nuisance items must be removed, safely and legally transported, then disposed of at a legal disposal and/or recycling site(s)
- Securing site or structures
- Contractor must be able to provide proof/receipts that materials were properly disposed of for each work order assigned
- No fires or burning of removed articles allowed under any circumstances

(the “Services”)

Service Provider shall not perform any additional services without the express written permission of the City. Service Provider agrees the Services may only be provided during normal daytime hours as permitted by the City. Service Provider agrees the Services provided must be completed within the agreed upon dates on a case by case basis the satisfaction of and as approved by the City.

2. **Qualification and Compliance.** The Service Provider represents and warrants that it has the requisite training, skills, experience, and qualifications necessary to provide the Services and is appropriately licensed by all applicable agencies and governmental entities. Service Provider shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the Services. Service Provider agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards.



3. **Compensation.** The City agrees to pay the Service Provider as follows: [describe the dollar amount of compensation; compensation may be paid on an hourly basis, as a flat fee, or some other basis as agreed to by the parties; consider including “not to exceed” dollar language].

The Service Provider shall submit an invoice to the City upon completion of the services.

The City shall pay Service Provider within one (1) week after the invoice has been approved for payment by the City Council.

The City shall not withhold monies for the payment of any federal or state income taxes, social security benefits, or other taxes.

If the City objects to all or any portion of any invoice, the City shall notify the Service Provider of the dispute with ten (10) days from the date of receipt and shall pay that portion of the invoice not in dispute. Any dispute shall be settled in accordance with Paragraph \_\_\_ of this Agreement.

4. **Termination of Services.** [Describe the term of the agreement. Services may be provided on a particular date or during a defined period of time.]

The City shall have the right to terminate this Agreement for any reason at any time. Termination shall be effective upon deposit in the United States mail to the Service Provider’s address as stated in Paragraph \_\_\_.shall be effective upon ten (10) days written notice to the Service Provider.

If the Service Provider refuses or fails to complete the tasks described in Paragraph 1, or to complete the services in a manner satisfactory to the City, the City may **either**:

1. Terminate this Agreement by providing written notice to the Service Provider which shall be effective upon deposit in the United States mail to the Service Provider’s address as stated in Paragraph 9 F; or
2. Provide written notice of intent to terminate this Agreement to the Service Provider after which the Service Provider shall have ten (10) days to cure all defects and concerns to the complete satisfaction of the City. If the Service Provider fails to cure all defects to the satisfaction of the City, the City may deliver to the Service Provider a written termination letter which shall be effective upon deposit in the United States mail to the Service Provider’s address as stated in Paragraph 9 F.

In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by the Service Provider to the effective date of termination, as described in the final invoice to the City.

5. **Independent Service Provider Relationship.** It is expressly understood that the Service Provider is an “independent Service Provider” and not an employee of the City. The Service Provider shall have control over the way the services are performed under this Agreement. The Service Provider shall supply, at its own expense, all materials, supplies, equipment, and tools

required to accomplish the work contemplated by this Agreement. The Service Provider shall not be entitled to any assistance or benefits from the City, including, without limitation, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits.

6. **Insurance Requirements.** (Note: Liability insurance requirements may be modified or waived depending on the nature of the contract.) The Service Provider shall provide, and at all times during the term of this Agreement maintain liability insurance as follows:

- A. **Liability.** The Service Provider agrees to maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be named as an additional insured.
- B. **Automobile Liability.** If the Service Provider operates a motor vehicle in performing the services under this Agreement, the Service Provider shall maintain commercial automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$1,000,000, combined single limit.
- C. **Workers' Compensation.** The Service Provider agrees to comply with all applicable workers' compensation laws in Minnesota.
- D. **Certificate of Insurance.** The Service Provider shall, prior to commencing services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect.

7. **Indemnification.** To the fullest extent permitted by law, the Service Provider agrees to defend, indemnify and hold harmless the City, and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses, including attorney fees, arising out of the Service Provider's negligence or the Service Provider's performance or failure to perform its obligations under this Agreement. The Service Provider's indemnification obligation shall apply to the Service Provider's subService Provider(s), or anyone directly or indirectly employed or hired by the Service Provider, or anyone for whose acts the Service Provider may be liable. The Service Provider agrees this indemnity obligation shall survive the completion or termination of this Agreement.

8. **Dispute Resolution.** The Parties shall cooperate and use their best efforts to ensure that the various provisions of the Agreement are fulfilled. The Parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the Parties, the following procedures shall be used:

- A. Whenever there is a failure between the Parties to resolve a dispute on their own, the Parties shall first attempt to mediate the dispute. The parties shall agree upon a mediator, or if they cannot agree, shall obtain a list of court-approved mediators from the Otter Tail County District Court Administrator, Minnesota, and select a mediator by alternately striking names until one remains. The City shall strike the first name followed by the Service Provider and shall continue in that order until one name remains.

B. Litigation. If the dispute is not resolved within thirty (30) days after the end of mediation proceedings, the Parties may litigate the matter.

9. **General Provisions**.

- A. Entire Agreement. This is the entire Agreement between the parties and supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
- B. Assignment. The Service Provider may not assign this Agreement to any other person unless written consent is obtained from the City.
- C. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
- D. Nondiscrimination. In the hiring of employees to perform work under this Agreement, the Service Provider shall not discriminate against any person by reason of any characteristic protected by state or federal law.
- E. Force Majeure. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Agreement, if and to the extent that such party's performance is prevented by reason of Force Majeure, as determined by the City.
- F. Notices. All notices and other communications under this Agreement must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

Notice to City:                   CITY OF FERGUS FALLS  
Attn:  
112 West Washington Avenue  
Fergus Falls, MN 56537

Notice to Service Provider: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- G. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the State of Minnesota.
- H. Waivers. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- I. Ownership of Documents. All reports, plans, specifications, data, maps, and other documents produced by the Service Provider in the performance of services under this Agreement shall be the property of the City.
- J. Government Data. The Service Provider agrees to maintain all data received from the City in the same manner as the City as required under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

- K. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.
- L. Savings Clause. If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Parties, have caused this Agreement to be approved on the date above.

**City of Fergus Falls, Minnesota**

By: \_\_\_\_\_  
Its Mayor

And: \_\_\_\_\_  
Its City Administrator

\_\_\_\_\_  
Service Provider

## City Of Fergus Falls 2023 Fee Schedule

*State and local taxes will be charged where applicable*

### ADMINISTRATIVE LICENSES, PERMITS AND FEES

#### ADMINISTRATIVE FEES

|   |  |
|---|--|
| Copy 8.5" x 11"                               | 25¢ per copy up to 100 pages<br>After 100 pages, figured at actual cost  |
| Copy 11" x 17"                                | 50¢  |
| Copy color printing 8.5" x 11"                | 50¢  |
| Fax   | 25¢ per sheet  |
| NSF checks                                    | \$25.00  |
| Water re-connection fee                       | <del>\$40.00</del> <b>\$50.00</b>  |
| Water re-connection fee/after hours           | <del>\$75.00 plus the \$40.00 fee</del> <b>\$100.00 plus the \$50.00 fee</b>   |
| Nuisance (as defined in City Code Chapter 90) | \$100.00 for the first notice plus \$100 for each additional notice sent in a calendar year<br>3 <sup>rd</sup> and any subsequent violations are a misdemeanor |
| Administrative appeal fee                     | \$500.00   |
| Data request                                  | 25¢ per copy up to 100 pages<br>After 100 pages, figured at actual cost  |
| City Hall meeting room rental                 | \$20.00 per day (additional fees may apply if outside City Hall business hours)  |

#### ANIMALS

|  |   |
|--|---|
| Dog or Cat Licensing - spayed or neutered          | \$10.00 (two year license)  |
| Dog or Cat Licensing - not spayed or neutered      | \$20.00 (two year license)  |
| Dog or Cat Licensing - owner 65 or older           | No charge   |
| Commercial Kennel License                          | \$35.00   |
| Dangerous Animal Registration Fee                  | \$200.00  |
| Chickens in R-1 and R-2 Zones                      | \$20.00 (two year permit and requires neighbor permission)        |
| Animal Recovery Fee<br>(for pets running at large) | \$25.00 (fee will increase \$25.00 with each subsequent recovery) |

#### LIQUOR & TOBACCO

|  |  |
|--|--|
| On Sale Full Liquor License                | \$2,500.00                               |
| On or Off Sale 3.2% Malt Liquor License    | \$275.00                                 |
| Temporary On Sale 3.2% Malt Liquor License | \$25.00 per day (4 days max per license) |
| Wine License                               | \$200.00                                 |
| Growler License                            | \$275.00                                 |
| Brewery License                            | \$275.00                                 |
| Tap Room License                           | \$275.00                                 |
| Tobacco License                            | \$100.00                                 |

**LICENSE FEES**

|   |   |
|---|---|
| Mechanical License<br>(Heating, Ventilation and Air Conditioning) | \$200.00  |
| Excavator License   | \$100.00  |
| Demo/Hauler of Building Waste License                             | \$100.00  |
| Fireworks Sales License   | \$75.00   |
| Junk Dealer License   | \$200.00  |
| Loading Zone License  | \$125.00  |
| Metal Recyclable Collection License                               | \$100.00  |
| Paving Contractors (Sidewalk) License                             | \$100.00  |
| Sign Hanger License   | \$100.00  |
| <br>  |   |
| Building Moving Permit  | \$35.00   |
| Building Moving Traffic Direction                                 | \$240.00 for first hour, \$75.00 per hour per officer thereafter  |
| Food Truck Permit   | \$100 for annual permit<br>\$50 for short term (three day) permit |
| City Council/Mayor Filing Fee                                     | \$5.00  |
| Special Event Street Closure                                      | \$250.00  |

**ADULT USE PERMITS**

|                             |          |
|-----------------------------|----------|
| Adult Use Accessory License | \$100.00 |
| Adult Use Primary License   | \$500.00 |
| Adult Use Investigation Fee | \$400.00 |

**PARKING STALLS**

|  |                             |
|--|-----------------------------|
| Parking stall rental                   | \$30.00 per stall per month |
| Parking stall rental/covered structure | \$45.00 per stall per month |

|  |
|--|
| <b>BUILDING DEPARTMENT INSPECTION FEES</b> |
|--|

|  |                  |
|--|------------------|
| Outside of normal business hours<br>(Minimum 2 hours)                                    | \$65.00 per hour |
| Re-inspection fee assessed under provisions of Section 305(g)                            | \$65.00 per hour |
| Re-inspection, additional plan reviews and revisions<br>(Minimum 1/2 hour)               | \$65.00 per hour |
| Inspections for which no fee is specifically indicated<br>(Minimum 1/2 hour)             | \$65.00 per hour |
| Additional plan review required by changes, additions or revisions<br>(Minimum 1/2 hour) | \$30.00 per hour |

**BUILDING DEPARTMENT  
MECHANICAL PERMITS – RESIDENTIAL AND COMMERCIAL**

**Fixed Fees**

|  |                  |
|--|------------------|
| Base Inspection Fee  | \$65.00          |
| Residential/Commercial Furnace Change Out Fee                  | \$65.00          |
| Rooftop Change Out Fee   | \$95.00          |
| New Gas Line Inspection Fee                                    | \$65.00 per line |
| Existing Gas Line, New Branch or Tee Fee                       | \$32.50          |
| <i>includes installation of temporary LP and propane tanks</i> |                  |

**Valuation Fees**

**Mechanical Equipment Permit (fee based on total valuation)**

|   |          |
|---|----------|
| \$1 to \$500  | \$15.00  |
| \$501 to \$1,000  | \$35.00  |
| \$1,001 to \$10,000   | \$35.00  |
| For the first \$1,000 plus \$6.50 for each additional \$1,000 or fraction thereof, up to and including \$10,000   |          |
| \$10,001 to \$50,000  | \$93.50  |
| For the first \$10,000 plus \$4.00 for each additional \$1,000 or fraction thereof, up to and including \$50,000  |          |
| \$50,001 to \$100,000   | \$253.50 |
| For the first \$50,000 plus \$2.50 for each additional \$1,000 or fraction thereof, up to and including \$100,000 |          |
| \$100,001 and up  | \$378.50 |
| For the first \$100,000 plus \$1.35 for each additional \$1,000 or fraction thereof                               |          |

A Minnesota State Surcharge is applied to all fixed fee permits calculated at a rate of \$1.00 for total fees of up to \$2,010 or .0005 times the total fixed fee for fees of \$2,010 and over.

A Minnesota State Surcharge is applied to all valuation based permits calculated on the total construction value for each permit times .0005 for valuations up to \$1 M. See MN Statute 326B.148 for surcharge rates on construction values over \$1 M.

An investigation fee equal to the permit fee shall be charged whenever work is started prior to obtaining a permit.

In commercial, industrial, multifamily residential, one and two family dwellings and institutional structures, the permit fee shall be based on the valuation of the entire mechanical installation (materials and labor), which is to be declared on the permit application.

|  |
|--|
| <b>BUILDING DEPARTMENT</b><br><b>PLUMBING PERMITS – RESIDENTIAL AND COMMERCIAL</b> |
|--|

**Fixed Fees**

|  |         |
|--|---------|
| Base Inspection Fee                                  | \$65.00 |
| (Drain, Waste, Vent and Waterline)                   |         |
| Water Heater Fee                                     | \$35.00 |
| Water Softener Fee                                   | \$65.00 |
| Lawn Sprinkler Fee                                   | \$65.00 |
| RPZ/PVB Fee  | \$65.00 |
| (Reduced Pressure Zone, Pressure Vacuum Breaker Fee) |         |
| Grease/Sand Separator Fee                            | \$65.00 |
| Flammable Waste Pit Fee                              | \$65.00 |

**Plumbing Permit**

|                                 |   |
|---------------------------------|---|
| First four fixtures             | \$35.00   |
| Each additional fixture         | \$5.00  |
| Sewer Service Permit            | \$40.00   |
| Water Service Permit            | \$40.00   |
| Water and Sewer Combined Permit | \$50.00   |
| Water Availability Charge       | \$450.00  |
| Temporary Water Meter           |   |
| 5/8" meters                     | \$40.00 plus \$60 deposit + monthly fee \$13.35   |
| 3/4" meters                     | \$40.00 plus \$60 deposit + monthly fee \$26.85   |
| 1" meters                       | \$40.00 plus \$60 deposit + monthly fee \$41.50   |
| 3" hydrant meters               | \$40.00 plus \$260 deposit + monthly fee \$105.75 |

A Minnesota State Surcharge is applied to all fixed fee permits calculated at a rate of \$1.00 for total fees of up to \$2,010 or .0005 times the total fixed fee for fees of \$2,010 and over.

An investigation fee equal to the permit fee shall be charged whenever work is started prior to obtaining a permit.



**BUILDING DEPARTMENT  
NEW & REMODEL CONSTRUCTION  
RESIDENTIAL, COMMERCIAL, INDUSTRIAL & INSTITUTIONAL**

The TOTAL FEE for a building permit would be determined by adding together:

- Building Permit Fee (based on schedule(s) below)
- Plus Plan Review Fee (65% x Building Permit Fee)
- Plus MN State Surcharge

**Valuation Fees**

**Building Permit Fees (based on total valuation)**

|  |          |
|--|----------|
| \$1 to \$1,000   | \$34.00  |
| \$1,000 to \$25,000  | \$34.00  |
| For the first \$1,000 plus \$8.25 for each additional \$1,000 or fraction thereof, up to and including \$25,000  |          |
| \$25,001 to \$50,000   | \$232.00 |
| For the first \$25,000 plus \$6.50 for each additional \$1,000 or fraction thereof, up to and including \$50,000 |          |
| \$50,001 to \$100,000  | \$397.00 |
| For the first \$50,000 plus \$4.40 each additional \$1,000 or fraction thereof, up to and including \$100,000    |          |
| \$100,000 and up   | \$617.00 |
| For the first \$100,000 plus \$3.85 each additional \$1,000 or fraction thereof                                  |          |

A Minnesota State Surcharge is applied to all valuation based permits calculated on the total construction value for each permit times .0005 for valuations up to \$1 M. See MN Statute 326B.148 for surcharge rates on construction values over \$1 M.

An investigation fee equal to the permit fee shall be charged whenever work is started prior to obtaining a permit.

**Other Fees**

|  |               |
|--|---------------|
| Building Demolition Permit-Residential | \$50.00 each  |
| Building Demolition Permit-Commercial  | \$100.00 each |

*The Minnesota State Surcharge does not apply to these permits.*

**Solar Field**

|                      |         |
|----------------------|---------|
| Commercial Solar Fee | \$4,500 |
|----------------------|---------|

**BUILDING DEPARTMENT  
WATER METER VALVE FEES**

|                                    |          |
|------------------------------------|----------|
| Water meter valve 3/4 x 3/4 Copper | \$119.01 |
| Water meter valve 3/4 x 3/4 Poly   | \$141.26 |
| Water meter valve 1 x 3/4 Copper   | \$141.26 |
| Water meter valve 1 x 1 Copper     | \$173.46 |
| Water meter valve 1 x 3/4 Poly     | \$163.77 |
| Multi-pipe adapter                 | \$19.17  |

This is a variable fee schedule and may change with updated pricing throughout the year.

**COMMUNITY DEVELOPMENT, PLANNING AND ZONING**

**PLANNING COMMISSION**

|                                       |  |
|---------------------------------------|--|
| Conditional Use Permit                | \$350.00                                   |
| After the Fact Conditional Use Permit | \$700.00                                   |
| Interim Use Permit                    | \$350.00                                   |
| Planned Unit of Development (PUD)     | \$350.00                                   |
| Plat- Preliminary                     | \$500.00 plus \$30.00 per lot              |
| Plat- Final (if separate)             | \$100.00                                   |
| Special Planning Commission meeting   | \$500.00 in addition to application fee(s) |
| Variance                              | \$350.00                                   |
| Zoning Amendment- Map or Text         | \$700.00                                   |

**OTHER**

|                        |         |
|------------------------|---------|
| Home Occupation Permit | \$50.00 |
| Zoning Letter          | \$50.00 |

**REVOLVING LOANS**

*Please visit [Business Development for Fergus Falls](#) for more information about revolving loan funds.*

**Community Block Grant/Housing & Urban Development Loans**

Minimum application fee \$250, or 1% of the loan, whichever is greater  
\$100 due up front with the remainder due at closing

**Minnesota Investment Fund (MIF) and Intermediary Relending Program (IRP) Loans**

\$100 application fee, 1.5% origination fee plus all closing costs incurred

**TAX INCREMENT FINANCING (TIF) AND ABATEMENT**

*For further information about TIF and Abatement, please reach out to the [Community Development Department](#)*

|                         |                                    |
|-------------------------|------------------------------------|
| Tax Increment Financing | \$2,000.00 plus \$15,000.00 escrow |
| Tax Abatement           | \$1,500.00 plus \$7,500.00 escrow  |

## ENGINEERING FEES

### ANNEXATION

Annexation Petition \$500.00

### RIGHT OF WAY/VACATION

Right of Way/Vacation \$500.00

### LAND ALTERATION

Land Alteration \$50.00  
 Shoreline Alteration \$20.00  
 Solar Power Systems Fee based off the building permit fee schedule  
 Towers/Antenna Fee Fee based off the building permit fee schedule  
 Change-outs and Alterations \$15.00  
 Wind Energy Conversion System (WECS) Fee based off the building permit fee schedule  
 Inspection when no city permit is issued (after the fact) \$65.00 per hour/Minimum 1/2 hour  
 Modular/Manufactured Homes (mobile homes in courts) \$65.00 per hour/Minimum 1/2 hour

### EXCAVATION FEES

Excavating Permit \$70.00 plus restoration deposit (see below)  
 Sidewalk Permit Replacement \$15.00  
 Sidewalk Permit New \$50.00  
 Septic Tank Abandonment Permit \$50.00

### RESTORATION DEPOSITS ON CITY RIGHT OF WAYS

Boulevard Restoration (compaction, 3" topsoil and grass seed) \$300.00  
 Gravel Street Restoration (compaction and 6" of gravel) \$800.00  
 Combination Boulevard & Gravel Street Restoration \$500.00  
 Sidewalk Replacement (4" thick) \$1,000.00  
 Concrete Driveway Replacement (6" thick) \$3,000.00  
 Concrete Curb & Gutter Replacement \$600.00  
 Bituminous Restoration for 1/4 of street width \$900.00  
 Bituminous Restoration for 1/2 of street width \$1,800.00  
 Bituminous Restoration for 3/4 of street width \$2,700.00  
 Bituminous Restoration for entire street width \$3,600.00

## FIRE DEPARTMENT

### CALLS FOR SERVICE

All types unless listed below

City Residential/Business First 4 hours- No charge  
 Each additional hour based on usage

Rural Contract Residential/Business First 2 hours- No charge  
Each additional hour based on usage

Non-Residential/Business First hour- No charge  
Each additional hour based on usage

**FIRE ALARM ACTIVATIONS (per calendar year)**

First-Fourth Alarm No charge  
Fifth Alarm \$100.00  
Sixth Alarm \$150.00 per each additional alarm

**MOTOR VEHICLE CRASH**

Extrication required Charge per hour based on usage  
Minimum 1 hour charge (unless cancelled en route; 15 minute increments thereafter)

**HAZARDOUS MATERIALS**

Includes fuel spills over 5 gallons Charged per hour based on usage  
Supplies charged at replacement cost

**TECHNICAL RESCUE**

Confined space, high/low angle rope, Charged per hour based on usage  
machinery extrication, trench, grain/storage bin

**CARELESS/ ILLEGAL BURNING**

\$200.00 plus per hour charge based on usage

**USAGE RATES**

Aerial Truck \$375.00 per hour (includes 4 personnel)  
NFPA>1,000 GPM Pumper \$275.00 per hour (includes 4 personnel)  
Tanker \$200.00 per hour (includes 2 personnel)  
Rescue Truck \$200.00 per hour (includes 4 personnel)  
Wildland Truck \$150.00 per hour (includes 2 personnel)  
Personnel ~~\$15.00~~ \$20.00 per hour per person  
Standby at potentially hazardous conditions Half the per hour vehicle rate listed above

~~**FIRE LOCK BOX**~~

~~Charged based on actual cost  
Sold through a third party vendor~~

**FIRE PROTECTION SYSTEM PERMIT**

\$50.00

**FIRE SAFETY INSPECTION**

Inspection due to non-compliance \$100.00 first hour, \$50.00 each additional hour

**FUN HOUSE RENTAL**

\$150.00 first event day  
\$50.00 each additional event day

**RECREATIONAL BURNING**

Permit No charge  
First offense for burning without a permit Verbal warning  
Second offense for burning without a permit \$100.00  
Subsequent offenses \$200.00 per incident

**CONSUMABLES**

Materials billed at replacement cost

## GIS SERVICES

| Item       | Maps                              | Aerial Photos                     | Zoning Map                        |
|------------|-----------------------------------|-----------------------------------|-----------------------------------|
| 8.5" x 11" | <del>\$5.00</del> <b>\$7.50</b>   | <del>\$7.50</del> <b>\$10.00</b>  |                                   |
| 11" x 17"  | <del>\$7.00</del> <b>\$10.00</b>  | <del>\$10.00</del> <b>\$15.00</b> |                                   |
| 24" x 36"  | <del>\$12.50</del> <b>\$15.00</b> | <del>\$15.00</del> <b>\$20.00</b> |                                   |
| 36" x 36"  | <del>\$15.00</del> <b>\$20.00</b> | <del>\$17.50</del> <b>\$25.00</b> |                                   |
| 36" x 50"  | <del>\$25.00</del> <b>\$30.00</b> | <del>\$40.00</del> <b>\$45.00</b> | <del>\$30.00</del> <b>\$45.00</b> |
| 42" x 60"  | <del>\$30.00</del>                | <del>\$45.00</del>                | <del>\$45.00</del>                |

**Voting Ward Maps**

**36" x 50"            \$15.00**

**Plan Sheet Copies**

**All copies            \$15.00**

~~Xerox 2510 copies    \$10.00~~

~~GIS special requests \$50.00 per hour~~ **\$55.00 per hour**

## LANDFILL FEES (INCLUDING TAXES AND FEES)

| Item                     | Unit Type  | City Resident | Non-Resident |
|--------------------------|------------|---------------|--------------|
| Compost                  | cubic yard | No Charge     | No Charge    |
| Trees/Brush              | cubic yard | \$0.00        | \$15.00      |
| MSW (garbage)            | cubic yard | \$21.50       | \$32.25      |
| ½ MSW                    | cubic yard | \$10.75       | \$16.25      |
| Garbage Bags             | each       | \$4.00        | \$4.00       |
| Demolition Debris        | cubic yard | \$31.00       | \$46.50      |
| ½ Demolition Debris      | cubic yard | \$15.50       | \$23.25      |
| White Goods (appliances) | each       | \$9.00        | \$13.50      |
| TV's/Monitors            | each       | \$20.00       | \$30.00      |
| Computer Scrap           | each       | \$5.00        | \$7.50       |
| Small Electronics        | each       | \$5.00        | \$7.50       |
| Car/Pickup Tires         | each       | \$4.00        | \$6.00       |
| Semi-Truck Tires         | each       | \$15.00       | \$22.50      |
| Tractor Tires            | each       | \$15.00       | \$22.50      |
| Oversized Tractor Tires  | each       | \$50.00       | \$75.00      |
| Tire Rims                | each       | \$3.00        | \$4.50       |
| Batteries                | each       | No Charge     | \$1.50       |
| Fluorescent Lamps        | each       | \$1.00        | \$1.50       |
| Ballast                  | pounds     | \$1.00        | \$1.50       |
| Bypass/Treated Lumber    | cubic yard | \$25.00       | \$37.50      |
| ½ Bypass/Treated Lumber  | cubic yard | \$12.50       | \$18.75      |
| Handling Fee             | each       | \$50.00       | \$75.00      |
| Labor Charge per ½ hour  | each       | \$25.00       | \$37.50      |

\*\$10 fee to load mulch if assistance is requested/\$15 for non-residents

### Landfill Fines

|                 |  |
|-----------------|--|
| First Offense:  | Verbal warning to clean up load                          |
| Second Offense: | \$100.00 plus labor, time and equipment to clean up load |
| Third Offense:  | \$300.00 plus labor, time and equipment to clean up load |
| Fourth Offense: | \$500.00 plus labor, time and equipment to clean up load |

## LIBRARY

### REPLACEMENTS

|                                       |        |  |
|---------------------------------------|--------|--|
| Library card replacement fee          | \$3.00 |  |
| Library Materials                     |        |  |
| Damaged or lost                       |        | Replacement cost plus \$3.00 handling fee    |
| If found after paying replacement fee |        | Replacement refund minus \$3.00 handling fee |

### PHOTOCOPIES AND FAXES

|                       |              |
|-----------------------|--------------|
| Black and White       | 20¢ per page |
| Color                 | 50¢ per page |
| Fax (coming or going) | 50¢ per page |

## PARKS & RECREATION

### CAMPGROUND FEES

|         |                                 |
|---------|---------------------------------|
| Tents   | \$15.00 per night (7 night max) |
| Campers | \$30.00 per night (7 night max) |

### FIELDS

|                       |   |
|-----------------------|---|
| Disc Golf Tournament  | \$50.00 per day   |
| American Legion Field | \$55.00 per game  |
| Baseball Fields       | \$35.00 per practice (excludes youth baseball programs)<br>\$55.00 per game (excludes youth baseball programs)  |
| Baseball Tournament   | \$150.00 per field/per day, no exclusions<br><i>All fields will begin with a dragged and lined field prior to each tournament game</i>  |
| Softball Fields       | \$35.00 per practice (excludes youth softball programs)<br>\$55.00 per game (excludes youth softball programs)  |
| Softball Tournament   | \$250.00 per day, no exclusions (up to four softball fields)<br><i>All fields will begin with a dragged and lined field prior to the start of tournament play</i><br><i>Any additional dragging/lining requests will be charged \$40.00 per field</i> |
| Soccer Fields         | \$40.00 per field/per day   |

### PARK AND RECREATION PROGRAMS\*

|                       |   |
|-----------------------|---|
| Rookie T-Ball         | \$40.00   |
| T-Ball                | \$60.00   |
| Toss                  | \$60.00   |
| Girls Toss            | \$60.00   |
| Minors                | \$70.00   |
| Majors                | \$70.00   |
| Late fee (youth ball) | \$25.00 will be added to any late registrations |
| Adult Softball        | \$600.00  |

Late Fee (adult softball) \$25.00 will be added to any late payments

Kids Kamp (per 2 week session) ~~\$175.00~~ \$185.00 (field trips included)

*\*Park and Recreation programs are city run programs where expenses (staffing, supplies and officials) are incurred*

**PERMITS AND RENTALS**

Park Food Vending Permit (two day) \$15.00 if using city utilities  
Community Garden Plots \$30.00 per plot  
Mobile Stage Rental Fee \$500.00 per day/\$250.00 per additional day  
Riverfront Pavilion \$100.00 per day (plus \$100.00 security deposit)

**PICNIC SHELTERS AND TABLES**

Outdoor Shelter Rental \$50.00 per day  
Pebble Lake Indoor Shelter Rental \$150.00 per day (plus \$25.00 security deposit)  
Picnic Table (in town delivery only) \$15.00 per table/per day

**SPONSORSHIPS**

Youth Sport Sponsorships ~~\$275.00~~ \$285.00  
Banner Sponsorships First year \$300.00. Each additional renewal year \$250.00

**WARMING HOUSES/ARENA RENTAL**

Outdoor Warming Houses \$50.00 per day (plus \$25.00 deposit)  
Community Arena Non-User Groups \$120.00 per hour with ice (October-March)  
Community Arena User Programs \$105.00 per hour with ice (October-March)  
Community Arena Facility Rental \$120.00 per day without ice plus expenses

*Summer Ice Rental Rates*

Fergus Falls Hockey Association, Fergus Falls Skating Club, High School Boys Booster Club and High School Girls Booster Club \$175.00 per hour  
All Other Users \$195.00 per hour

**POLICE DEPARTMENT**

**FALSE ALARMS (per calendar year)**

False Alarm Fee/First-Fourth Alarm No charge  
False Alarm Fee/Fifth False Alarm \$100.00  
False Alarm Fee/Sixth False Alarm \$150.00 per each additional alarm

**GENERAL SERVICES**

Photographs- Printed Color Photo on Paper \$1.50 each  
Photographs on CD \$5.00  
Audio Productions on CD \$5.00  
Security Services/**Police Services** \$75.00 per hour per officer - 2 hour minimum charge  
**Building Moves/Traffic Control**  
Records Data Request \$0.25 per page plus cost for collecting data including staff time, materials (disk/thumb drive)



|  |  |
|--|--|
| Vehicle Impound Charge                 | \$35.00  |
| Impounded Vehicle Storage Fee          | \$5.00 per day outside/\$20.00 per day inside                                |
| Forfeiture Fee                         | \$150.00   |
| Ignition Interlock Device Installation | \$100.00 fee to have a police officer on standby at the time of installation |
| Police Community Room Rental Fee       | \$100.00 per event   |

**PUBLIC WORKS MISC. FEES**

**EQUIPMENT**

Equipment fees are determined by the equipment and vehicles required in addition to city labor rates.

**LABOR**

|                         |                                   |
|-------------------------|-----------------------------------|
| Regular business hours: | \$35.00 per hour                  |
| Saturdays:              | \$52.50 per hour (2 hour minimum) |
| Sundays:                | \$70.00 per hour (4 hour minimum) |

**REFUSE, DUMPSTER AND ROLL-OFF RENTAL FEES**

**REFUSE CONTAINER RENTALS**

|                            |  |
|----------------------------|--|
| 35 gallon refuse container | \$5.00 per can per day rental <b>plus</b> \$25.00 disposal fee for up to 3 containers<br>\$50.00 disposal fee for 4-6 containers |
| 65 gallon refuse container | \$5.00 per can per day rental <b>plus</b> \$30.00 disposal fee for up to 3 containers<br>\$60.00 disposal fee for 4-6 containers |
| 95 gallon refuse container | \$5.00 per can per day rental <b>plus</b> \$35.00 disposal fee for up to 3 containers<br>\$70.00 disposal fee for 4-6 containers |

**DUMPSTER AND ROLL-OFF RENTAL FEES**

|                       |                           |                  |                   |
|-----------------------|---------------------------|------------------|-------------------|
| Dumpsters (all sizes) | \$16.00 per month minimum |                  |                   |
|                       | <u>1-7 days</u>           | <u>8-15 days</u> | <u>16-31 days</u> |
| 20 yard roll-off      | \$20.00                   | \$40.00          | \$80.00           |
| 30 yard roll-off      | \$23.00                   | \$46.00          | \$92.00           |

**SPECIAL PICKUP FEE**

|  |                      |
|--|----------------------|
| Dumpster   | \$43.00 per pick up  |
| Roll-off   | \$130.00 per pick up |
| <i>*Containers used to dispose of dirt will be charged a pick fee of two times the standard rate</i> |                      |

**DISPOSAL FEE**

|                       |                                    |
|-----------------------|------------------------------------|
| Demolition Debris     | \$31.00 per cubic yard             |
| Municipal Solid Waste | Based on container size or tonnage |

**SANITIZING FEE**

|                          |          |
|--------------------------|----------|
| Dumpster/300 gallon tote | \$100.00 |
| Compactor 6 yard         | \$125.00 |
| Compactor 20-40 yard     | \$175.00 |

**LEACHATE AND SEPTAGE**

|                   |                           |
|-------------------|---------------------------|
| Leachate Disposal | \$45.00 per 1,000 gallons |
| Septage Disposal  | \$45.00 per load          |

**RENTAL HOUSING REGISTRATION**

Annual registration due December 1

**Rental Property Conversion Fee** \$500.00

*A unit that has not previously been a registered rental property and is converted to a rental property shall pay a conversion fee. The onetime conversion fee includes the rental registration application and inspection fees for the first year. A rental property with a registration that has been expired for greater than one year will be subject to the full conversion fee and licensing inspection upon application for a rental registration.*

**Rental Registration Renewal Fee** *(rental properties currently registered annual fee)*

|                            |                  |
|----------------------------|------------------|
| Single Family Home         | \$20.00          |
| Multi-Units                | \$20.00 per unit |
| Duplex, apartments, condos |                  |

**Standard Rental Registration Renewal Fee** *(This is a rental fee for properties maintained as a standard rental prior to November 18, 2018)*

|                        |  |
|------------------------|--|
| Single Family Home     | <del>\$120.00</del> <b>\$125.00</b>                      |
| Duplex                 | <del>\$140.00</del> <b>\$145.00</b>                      |
| Apartment 3-9 units    | \$200.00 plus <del>\$20.00</del> per unit <b>\$25.00</b> |
| Apartments 10-20 units | \$250.00 plus <del>\$20.00</del> per unit <b>\$25.00</b> |
| Apartments 21+ units   | \$300.00 plus <del>\$20.00</del> per unit <b>\$25.00</b> |
| Fees are not pro-rated |  |

**Violation Fees**

|                                    |                   |
|------------------------------------|-------------------|
| Re-Inspection Fee                  | \$50.00 per unit  |
| Complaint Based Inspection         | \$50.00 per unit  |
| Late Rental Registration           | \$50.00 per unit  |
| Reinstatement of Suspended License | \$250.00 per unit |
| Operating Without a License        | Citable offense   |

**Abatement Violations**

|                           |  |
|---------------------------|--|
| 1 <sup>st</sup> Violation | \$50.00                                    |
| 2 <sup>nd</sup> Violation | \$150.00 and warning of license revocation |
| 3 <sup>rd</sup> Violation | \$500.00 and revocation of license         |

**SIGN PERMIT FEES**

“Signs” include any sign suspended from buildings, attached to the surface of a building, painted on wall type signs and pylon signs (not requiring footing inspections)

|                                 |   |
|---------------------------------|---|
| Sign Review                     | \$30.00   |
| Footing Inspections             | \$50.00 per sign  |
| After the Fact Sign Permit Fees | \$100.00 or double the permit fee, whichever is greater |

**PERMANENT SIGN PERMITS (EXCLUDES BILLBOARDS)**

|                  |                                 |
|------------------|---------------------------------|
| Under 25 sq. ft. | \$15.00                         |
| 26-50 sq. ft.    | \$20.00                         |
| 51-100 sq. ft.   | \$25.00                         |
| 101 + sq. ft.    | \$25.00 plus \$0.20 per sq. ft. |

**OTHER SIGN PERMITS**

|                 |                   |
|-----------------|-------------------|
| Billboards      | \$100.00 per sign |
| Temporary Signs | \$50.00 per year  |



## Council Action Recommendation

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Page 1 of 2

**Meeting Date:**

September 31, 2022 – Committee of the Whole  
August 6, 2022 – City Council

**Subject:**

PI 5327 – Broadway Avenue from Fir Avenue to Lincoln Avenue Resurfacing Project  
State Transportation Improvement Program (STIP) SFY 2023  
(MSAS 105)

**Recommendation:**

1. Initiate Public Improvement No. 5327
2. Accept Interstate Engineering's professional services agreement for final design and construction administration in the amount of \$100,000.00

**Background/Key Points:**

The City of Fergus Falls programmed Broadway Avenue from Fir Avenue to Lincoln Avenue to receive a bituminous mill & overlay in 2023 through the State Transportation Improvement Program (STIP).

The current project work scope consists of approximately 0.92 miles of street resurfacing (mill & overlay), base patching, and ADA improvements as required throughout the project limits. Please refer to the attached exhibit for additional detail. Recently, MnDOT indicated an additional \$500k to \$600k dollars in Federal funds might be available to apply towards this program. I am reviewing street scenarios to possibly add if the Federal funds are in fact available.

The preliminary construction cost is \$1,200,000. I anticipate the project bidding starting in late winter or early spring.

**Budgetary Impact:**

This project is proposed be funded 100-percent thru Federal and State Aid funds. The preliminary cost shares are:

Federal Share: 80-percent for construction only (max. rate)

State Aid Share: 20-percent construction, engineering design (Interstate), and contract administration

**Originating Department:**

Engineering Department

**Respectfully Submitted:**

Brian Yavarow, P.E. – City Engineer

**Attachments:**

PI 5327 – Project Location Map





1 inch = 1,105 feet

Proposed Broadway Ave.(MSA Route No. 105),  
Street Resurfacing Project - STIP 2023 Candidate

This map has been compiled from information on file at the City of Fergus Falls Engineering Department. The City of Fergus Falls makes no representation and assumes no liability for errors, omissions, or inaccuracies contained on this map. This map should not be used for boundary survey information.





# Council Action Recommendation

**Meeting Date:**

September 31, 2022 – Committee of the Whole  
August 6, 2022 – City Council

**Subject:**

PI No. 9349 – Airport Runway, Taxiway, & Apron Crack Fill / Joint Repairs

**Recommendation:**

- Resolution accepting the State/Federal Grant Agreement (State Project No. 1051497) for P. I. No. 9349

**Background/Key Points:**

At the April 4, 2022 City Council meeting, this Council awarded the construction services contract to National Sealant & Concrete Inc. in the amount of \$320,918.00 contingent on receipt of a State/Federal Grant Agreement. Recently, I received the official State/Federal Grant Agreement whereas this Council needs pass to a resolution to accept this offer to complete this process. The State Grant Agreement offer is attached for review.

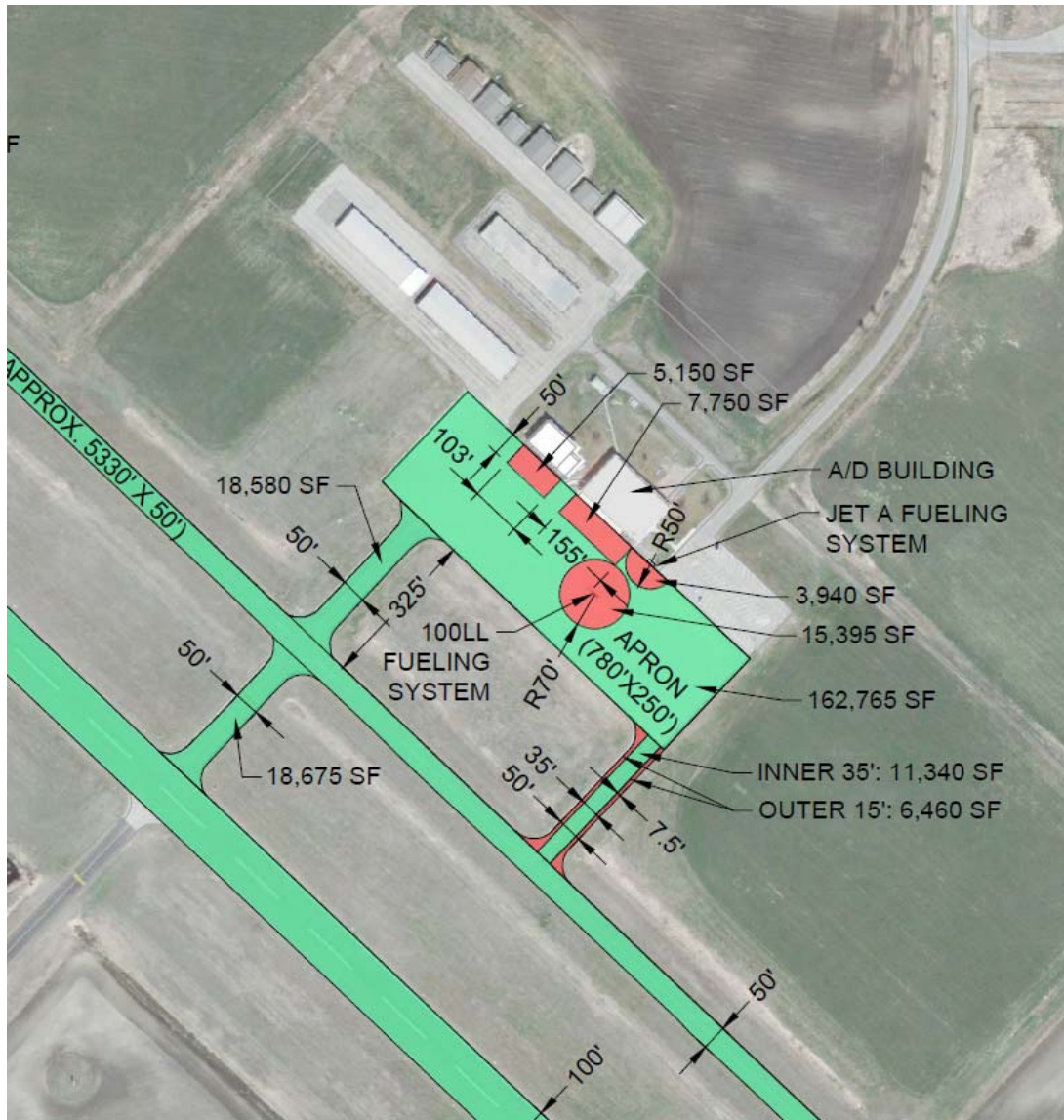
**Budgetary Impact:**

The following table summarizes the funding share differences between the projected budget shares, prior the grant submission, and the final State offer.



| Federal                            | MnDOT                          | Local                          |           |
|------------------------------------|--------------------------------|--------------------------------|-----------|
| Federally Eligible Amount (90/5/5) | State Eligible Amount (90/5/5) | Local Eligible Amount (90/5/5) |           |
| \$ 318,231.45                      | \$ 40,308.78                   | \$ 27,377.78                   | Projected |
| <b>\$ 308,631.00</b>               | <b>\$ 47,424.00</b>            | <b>\$ 30,045.00</b>            | Final     |

**TOTAL ESTIMATED PROJECT COST: \$ 386,100.00**

The amounts shown above include construction costs, SEH design and construction administration, and City staff time. Sufficient funds are available to proceed with this project.



**Legend**

-  FEDERAL AND STATE ELIGIBLE  
1,126,595 SF (98.68%)
-  STATE ELIGIBLE  
38,695 SF (3.32%)



**Originating Department:**  
Engineering Department

**Respectfully Submitted:**  
Brian Yavarow, P.E. - City Engineer

**Attachments:**  
State/Federal Grant Agreement (State Project No. 1051497)



August 15, 2022

Mr. Brian Yavarow – City Engineer  
City of Fergus Falls  
112 West Washington Avenue  
Fergus Falls, Minnesota 56537-2568

Subject: Fergus Falls Municipal Airport  
S.P. A5601-53  
Crack Seal Airport Pavements  
**State Grant Contract**

Dear Mr. Yavarow:

Attached to the associated email is a copy of the State Grant Contract for the project described above, along with a form for certifying a Resolution authorizing signatures. This agreement is a companion to your Federal grant and authorizes our Office to make reimbursements for the Federal grant. If acceptable, please acquire signatures on both documents and return to me for further processing. Once the agreement is fully executed, I will email a copy to you for your files.

**Please be sure to return all 10 pages of the Grant Contract in one PDF document.**

If you have any questions regarding this matter, please email me.

Sincerely,

Daniel P. Boerner, P.E.  
Regional Airport Engineer  
[dan.boerner@state.mn.us](mailto:dan.boerner@state.mn.us)

Enclosures

**STATE OF MINNESOTA  
STATE AIRPORTS FUND  
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and the City of Fergus Falls, 112 West Washington Ave, Fergus Falls, MN 56537 ("Grantee").

## RECITALS

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1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

## AGREEMENT TERMS

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### 1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn.Stat.§16B.98](#), Subd. 5. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on June 30, 2026, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project (State Project A5601-53), which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits.** Exhibit A (Credit Application Form) is attached and incorporated into this agreement.

### 2 Grantee's Duties

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
- 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
- 2.4 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).
- 2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

**2.6 Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of 20 years from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

**3 Time**

3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

**4 Cost and Payment**

4.1 **Cost Participation.** Costs for the Project will be proportionate and allocated as follows:

| <u>Item Description</u>          | <u>Federal Share</u> | <u>State Share</u> | <u>Grantee Share</u> |
|----------------------------------|----------------------|--------------------|----------------------|
| Runway and Taxiway Crack Sealing | 79.97%               | 12.24%             | 7.79%                |

|                    |                      |
|--------------------|----------------------|
| Federal Committed: | \$ <u>308,631.00</u> |
| Federal Multiyear: | \$ <u>0.00</u>       |
| State:             | \$ <u>47,242.00</u>  |
| Grantee:           | \$ <u>30,045.00</u>  |

The federal multiyear amount is an estimate only. These funds are not committed and are only available after being made so by the U.S. Government. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Grantee has complied with all terms of this Agreement and furnished all necessary records.

**4.2 Blank.**

4.3 **Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.

4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$ 47,242.00.

**4.5 Payment**

4.5.1 **Invoices.** Grantee will submit invoices for payment by email. Exhibit A, which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State’s Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule: Reimbursement request schedule: continuous as needed.

4.5.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State’s discretion.

4.5.3 **State’s Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee’s invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.5.4 **Grantee Payment Requirements.** Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering

the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of receipt of such invoice.

**4.5.5 Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.5.5.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

4.5.5.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.5.5.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

**4.5.6 Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

**4.5.7 Closeout Deliverables.** At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format. (3) Electronic files of planning documents (Airport Layout Plans – ALP) and Airport Zoning as a PDF and in a MicroStation compatible format and in GIS.

**4.6 Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.

## 5 Conditions of Payment

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

## 6 Authorized Representatives

6.1 The State's Authorized Representative is:

Daniel Boerner, Central Region Airport Engineer, 395 John Ireland Blvd, St Paul MN, 55155-1800, Phone 612-427-3858, dan.boerner@state.mn.us, or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Blank

6.3 Grantee's Authorized Representative is:

Brian Yavarow, City Engineer, 112 West Washington Ave, Fergus Falls MN, 56537, (218) 332-5413, brian.yavarow@ci.fergus-falls.mn.us. If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

## 7 Assignment Amendments, Waiver, and Grant Agreement Complete

**7.1 Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

**7.2 Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been

executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

- 7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

## 8 Liability

In the performance of this agreement, and to the extent permitted by law, Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

## 9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

## 10 Government Data Practices and Intellectual Property Rights

10.1 **Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

### 10.2 Intellectual Property Rights.

10.2.1 **Intellectual Property Rights.** State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

### 10.2.2 Obligations

10.2.2.1 **Notification.** Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee,

including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.

**10.2.2.2 Representation.** Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee's or State's opinion is likely to arise, Grantee must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

## 11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## 12 Publicity and Endorsement

**12.1 Publicity.** Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee's website when practicable.

**12.2 Endorsement.** The Grantee must not claim that the State endorses its products or services.

## 13 Governing Law, Jurisdiction, and Venue

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

## 14 Termination; Suspension

**14.1 Termination by the State.** The State may terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

**14.2 Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

**14.3 Termination for Insufficient Funding.** The State may immediately terminate this agreement if:

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will



be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

**14.4 Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

## 15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

**16 Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see [www.mmd.admin.state.mn.us/debarredreport.asp](http://www.mmd.admin.state.mn.us/debarredreport.asp).

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

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

**19 Telecommunications Certification.** By signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

**20 Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E,

which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

**21 Additional Provisions**

[Intentionally left blank.]

**[The remainder of this page has intentionally been left blank.]**



**STATE ENCUMBRANCE VERIFICATION**

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT Contract/PO No(s). \_\_\_\_\_

**GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION  
OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT**

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

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION  
CONTRACT MANAGEMENT**

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

Date: \_\_\_\_\_

MINNESOTA DEPARTMENT OF TRANSPORTATION  
OFFICE OF AERONAUTICS  
222 EAST PLATO BOULEVARD  
ST. PAUL, MINNESOTA 55107-1618  
TELEPHONE NUMBER: (651) 234-7200

Airport Name \_\_\_\_\_

State Project No. \_\_\_\_\_

Federal Project No. \_\_\_\_\_

Mn/DOT Agreement No. \_\_\_\_\_

### CREDIT APPLICATION

TO THE DIRECTOR, OFFICE OF AERONAUTICS:

Itemized statement of cash expenditures for which credit is claimed:

For period beginning \_\_\_\_\_, 20\_\_\_\_; ending \_\_\_\_\_, 20\_\_\_\_.

| Warrant Number     | Date Issued | Name or Description | Unit | Rate | Total Time or Quantity | Amount |
|--------------------|-------------|---------------------|------|------|------------------------|--------|
|                    |             |                     |      |      |                        |        |
| Total Expenditures |             |                     |      |      |                        |        |

**\*FINAL/PARTIAL (CIRCLE ONE)**

**NOTE:** PLEASE SEPARATE ENGINEERING COSTS FROM OTHER COSTS.

Municipality \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

\*FOR ALL ITEMS INCLUDED IN THIS AGREEMENT

(Complete Form On Reverse Side)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that he/she is the \_\_\_\_\_ of the Municipality of \_\_\_\_\_, in the County of \_\_\_\_\_, State of Minnesota; that he/she has prepared the foregoing Credit Application, knows the contents thereof, that the same is a true and accurate record of disbursements made, and that the same is true of his/her own knowledge; and that this application is made by authority of the municipal council (or board) of said Municipality.

\_\_\_\_\_  
Signature

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**RESOLUTION**

**AUTHORIZATION TO EXECUTE  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
GRANT AGREEMENT FOR AIRPORT IMPROVEMENT  
EXCLUDING LAND ACQUISITION**

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

1. That the state of Minnesota Agreement No. 1051497,  
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for  
State Project No. A5601-53 at the Fergus Falls Municipal Airport is accepted.
2. That the \_\_\_\_\_ and \_\_\_\_\_ are  
(Title) (Title)  
authorized to execute this Agreement and any amendments on behalf of the  
City of Fergus Falls.

**CERTIFICATION**

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
(Name of the Recipient)

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

Signature: \_\_\_\_\_  
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



# Council Action Recommendation

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Page 1 of 1

**Meeting Date:**

August 31, 2022 – Committee of the Whole

September 6, 2022 – City Council

**Subject:**

P. I. No. 9771 - Fergus Falls Closed Landfill (SW-184) Update

**Recommendation:**

- Authorize staff to execute the permanent ingress/egress easement between the City and Amy Shol
- Authorize staff to compensate Amy Shol for said easement in the amount of \$3,500.00

**Background/Key Points:**

If you recall, the MPCA is requesting two (2) additional nested monitoring wells be installed associated with the above project. The proposed well locations (FF 22 & 23) are located due west and northwest of the closed landfill site on private property. The intent of these new wells is to provide additional sampling points from the upper and lower aquifers to confirm contamination has not expanded beyond current extents.

As mentioned, the proposed wells are located on private property therefore, the City needed to secure permanent ingress and egress access for installation and future sampling. Staff procured land appraisal services from Burns Appraisal services. The appraisal report recommended the land value compensation (impact) for said easement in the amount of \$3,500.00. We have met with the property owner and they have agreed to this amount as compensation.

**Budgetary Impact:**

The easement compensation, City Attorney, staff time, and recording fees will be reimbursed thru the City's Post Closure Assurance Fund. The MPCA has approved this funding.

**Originating Department:**

Engineering Department

**Respectfully Submitted:**

Brian Yavarow, P.E. - City Engineer

**Attachments:**

Monitoring Well Easement (draft)

## MONITORING WELL EASEMENT

Date: \_\_\_\_\_, 2022

### EXEMPT FROM STATE DEED TAX

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Amy Shol**, a single person, Grantor hereby grants, sells and conveys to the **City of Fergus Falls**, a Minnesota municipal corporation, Grantee, its successors, and assigns, a permanent easement and right-of-way for installation of and access to monitoring wells to allow the Grantee to monitor underground water conditions that may be impacted by the Fergus Falls Landfill located nearby, including, without limitation, the maintenance, repair and replacement thereof, and uses incident thereto, over, under, across and upon the real property in Otter Tail County, Minnesota, described as:

See Exhibit A

In addition, Grantor grants unto Grantee, its contractor and agents and servants:

- a. The right to remove trees, brush, undergrowth, and other obstructions interfering with access to and the location, construction, and maintenance of any monitoring wells.
- b. The right to enter upon said easement property at all reasonable times for the purposes set forth in this easement.
- c. The right to deposit earthen materials from the installation of the any monitoring well upon the easement area provided Grantee restores the surface area and seeds the easement area for vegetation purposes.

Grantor covenants that grantor is the owner of the premises and has the right, title and

capacity to grant the easement and right-of-way granted hereby.

To have and to hold said permanent easement, together with all the hereditaments and appurtenances thereto unto said Grantee, its successors and assigns forever, for said purposes.

**In Witness Whereof**, the Grantor has hereunto set its hand this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
AMY SHOL

STATE OF MINNESOTA            )  
  ) ss.  
COUNTY OF OTTER TAIL        )

The foregoing instrument was read and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Amy Shol, Grantor, a single person.

NOTARY STAMP

\_\_\_\_\_  
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Rolf H. Nycklemoe (MN# 0230741)  
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Fergus Falls Minnesota 56537  
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rolf@nycklemoeloaw.com

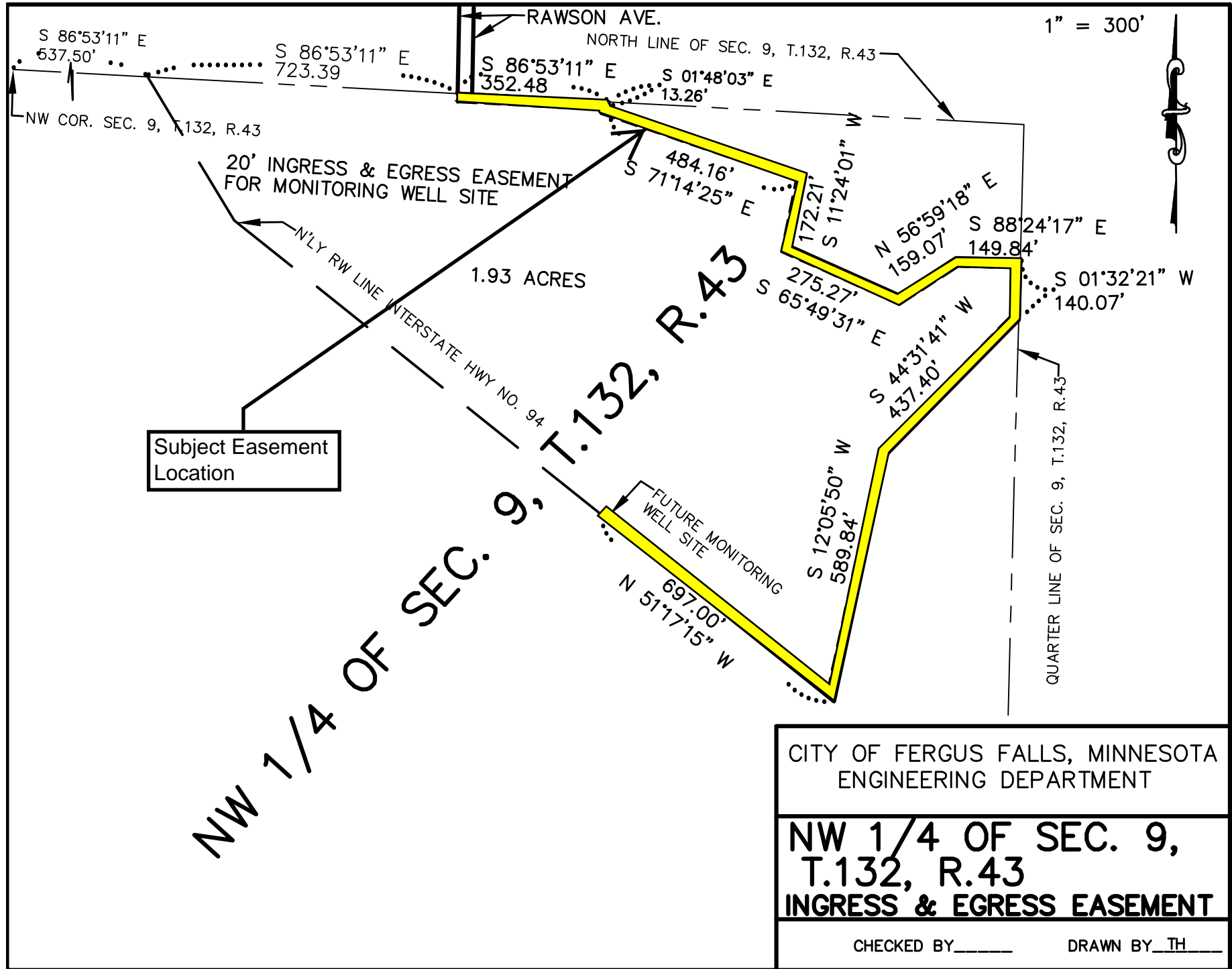
## Exhibit A

### MONITORING WELL EASEMENT

A strip of land located in that part of the Northwest Quarter of Section 9, Township 132, Range 43, Otter Tail County, Minnesota, being 20 feet in width located to the right and adjacent to the following described line:

Commencing on the North line of said Section 9 at a point located South 86 degrees 53 minutes 11 seconds East, a distance of 537.50 feet along the section line from the Northwest section corner; thence continuing South 86 degrees 53 minutes 11 seconds East along said north section line, a distance of 723.39 +/- feet to the west right-of-way line of Rawson Avenue, the true point of beginning of the line to be described; thence continuing South 86 degrees 53 minutes 11 seconds East along said north section line, a distance of 352.48 feet; thence South 01 degrees 48 minutes 03 seconds East, a distance of 13.26 feet; thence South 71 degrees 14 minutes 25 seconds East, a distance of 484.16 feet; thence South 11 degrees 24 minutes 01 seconds West, a distance of 172.21 feet; thence South 65 degrees 49 minutes 31 seconds East, a distance of 275.27 feet; thence North 56 degrees 59 minutes 18 seconds East, a distance of 159.07 feet; thence South 88 degrees 24 minutes 17 seconds East, a distance of 149.84 +/- feet to the quarter section line; thence South 01 degrees 32 minutes 21 seconds West along said quarter section line, a distance of 140.07 feet; thence South 44 degrees 31 minutes 41 seconds West, a distance of 437.40 feet; thence South 12 degrees 05 minutes 50 seconds West, a distance of 589.84 +/- feet to the northerly right of way line of Interstate Highway No. 94; thence North 51 degrees 17 minutes 15 seconds West, a distance of 697.00 feet along said right-of-way line and there terminating.





## Connecting the East side of Fergus Falls

Letter to the Editor, Daily Journal, July 20, 2022 (Revised)

Is it time for the City of Fergus Falls, in cooperation with Otter Tail County, Fergus Falls Fish and Game Club, Otter Tail Power, and MN DOT to begin planning a new east city limits highway and trail that would go from State Hwy 210 and County Hwy 29 intersection near the Rental Store, to Water Plant Road at County Hwy 1 near Lakeway Market?

Currently there is no convenient highway connecting Highways 1 and 210 on the east city limits.

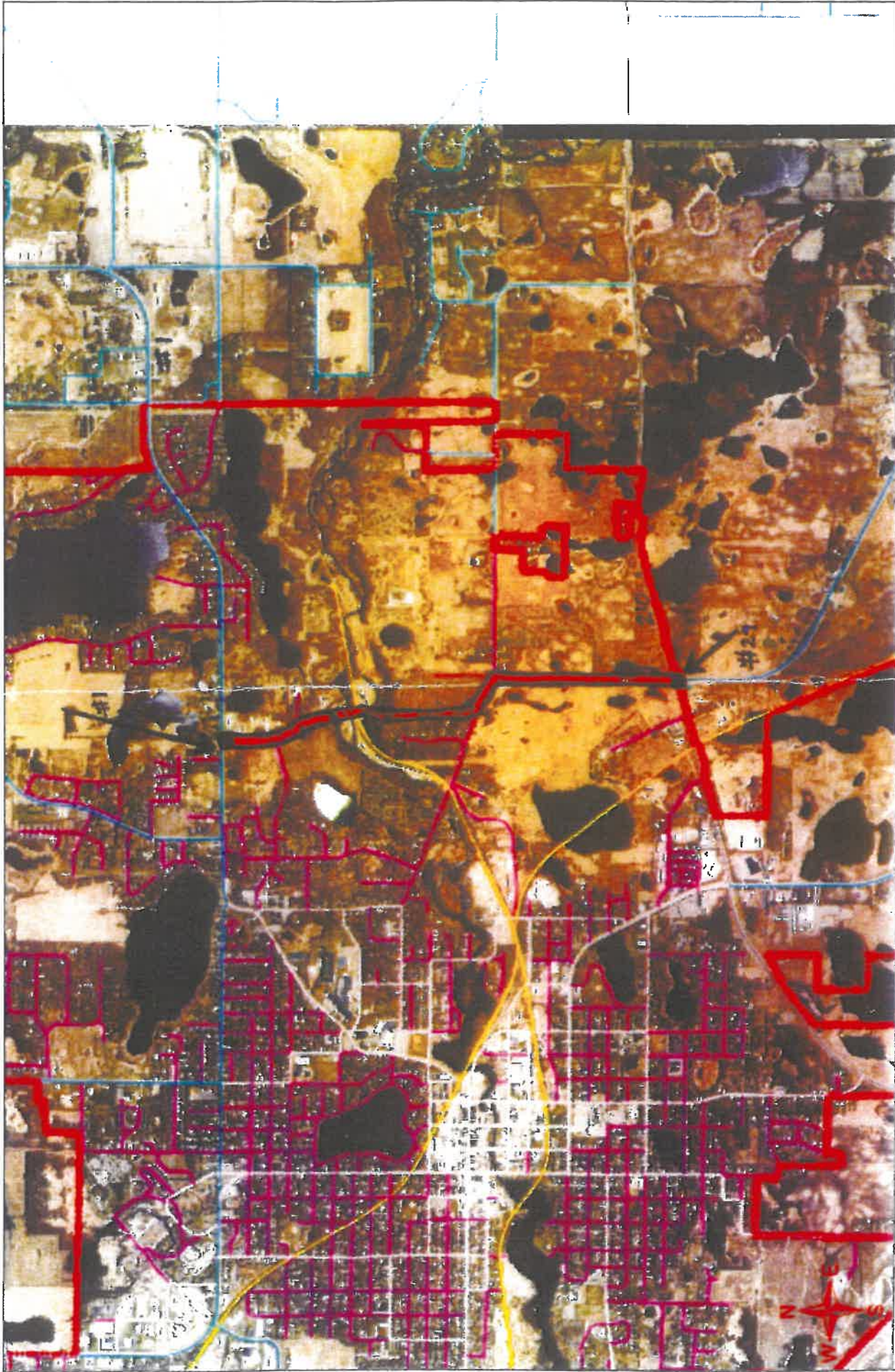
The advantages for the County Seat of Otter Tail County to have this highway/trail are many.

1. Timely for First Responders....Fire Dept, Police, Ambulance/Medics, OTC Sheriff.
2. Truck traffic averted from using downtown streets.
3. Convenient for Eastern Otter Tail County residents to get to the Government Services Center, YMCA, nursing homes, etc.
4. The trail alongside the new Highway would connect the Hoot Lake Trail to the Central Lakes Trail.
5. Convenient for the Folks living in the Hoot Lake and Sophus Anderson areas to access the businesses and recreational opportunities on the southeast side of town.
6. Creation of a Park and Interpretive Center near the new bridge at the site of the former power plant site which would feature the past, present, and future of electrical generation.

It is time to consider this new highway and trail as Fergus Falls, the County Seat of Otter Tail County hopes to grow and improve its quality of life .

This is a great time to plan and make room for the new highway/trail while Otter Tail Power is planning their new Hoot Lake Solar Panel Farm.

Rich Wentzel, Underwood, MN 218-770-6799



This map has been compiled from information on file at the City of Fergus Falls Engineering Department. The City of Fergus Falls makes no representation and assumes no liability for errors, omissions, or inaccuracies contained on this map. This map should not be used for boundary survey information.

1 inch = 2,640 feet

## Proposed Street

