



City Council Agenda
January 17, 2023
5:30 pm in the City Council Chambers

Invocation –Pastor Roger Sodsod, Life Church
Pledge of Allegiance

- A. Call to Order
- B. Roll Call
- C. Approval of the Agenda
- D. Public Hearings
- E. Awarding of Bids
- F. Petitions and Communications
- G. Consent Agenda
 - 1. Motion approving the minutes from the January 3, 2023 City Council meeting and the January 11, 2023 Committee of the Whole meeting
 - 2. Motion approving licenses
 - 3. Motion directing the City Attorney to draft amendments to Ordinance 31, Eighth Series, Stormwater Management
 - 4. Resolution approving budget adjustments
 - 5. Resolution approving the 2023 rates for the Pebble Lake Golf Course
 - 6. Resolution authorizing staff to execute the MnDOT State/Federal Delegating Process Agreement No. 1052055
 - 7. Resolution pursuing Option No. 2 in the final bidding documents for PI 5314, the Union Avenue: Fir to Lincoln; Lincoln: Union to Friberg resurfacing project
 - 8. Resolution accepting JLG Architect’s professional services proposal for design development, final design and construction administration in the amount of \$681,820 for PI 9504, the Aquatics Center
 - 9. Motion directing staff to research and make a recommendation on council and mayor salaries
 - 10. Resolution accepting a grant for a bicycle playground
- H. Ordinance and Resolutions
 - 1. Second reading Ordinance 34, Eighth Series, Shoreline Management
 - 2. Resolution approving the petition of membership to the Charter Commission
 - 3. Resolution approving a lobbyist contract with Joel Carlson
 - 4. Resolution adopting the city’s legislative priorities
 - 5. Resolution authorizing staff to retain the services of a consultant at Baker Tilly regarding an application for Tax Increment Financing from FM Bank
 - 6. Resolution initiating PI 5362, the Fir and Friberg Avenue roundabout improvement project and accepting Otter Tail County’s agreement for the intersection improvement for CSAH 1 and Friberg Avenue (MSAS No. 126)
 - 7. Resolution approving four months of interest only loan payments for Outstate Brewing

- I. Presentation of Claims \$1,813,717.23
- J. Board, Committee and Department Reports
- K. Reports from Staff and Administrative Officers
- L. Old Business/Unfinished Business
- M. New Business
 - 1. Discussion of roads and road funding
- O. Miscellaneous Announcements
 - January 23 Joint Work Session of City Council and School Board 4:00 pm
 - February 1 Committee of the Whole meeting 7:00 am
 - February 6 City Council meeting 5:30 pm

If you have special needs for accommodations, please call 332-5436 or TDD 1-800-627-3529 (Minnesota Relay Service).

The City of Fergus Falls holds an open forum session from 5:20-5:30 pm.
Those wishing to participate in the open forum must register by noon the day of the
City Council meeting in the City Administrator's office.

City Council Minutes
January 3, 2023

The Fergus Falls City Council held a regular meeting on Tuesday January 3, 2023 at 5:30 pm in the City Council Chambers. Chaplain Burke Lindvall gave the invocation and the Pledge of Allegiance was recited. Mayor Schierer called the meeting to order at 5:34 pm and the following council members were in attendance: Arneson, Thompson, Gustafson, Hicks, Fish, Hagberg, Kvamme and Rufer.

Approval of Agenda

A motion and second were made by Fish and Rufer to approve tonight's agenda as proposed. Earlier tonight at the open forum a point was addressed about having the new council seated immediately to carry out tonight's business and Hicks proposed the new council be sworn in and charged with conducting all business on tonight's agenda. He cited state and federal governments do not have a transition in duties and asked the council to reconsider the motion. Mayor Schierer agreed the code language may not be fully clear, but the city past practices have been to have the "old council" conduct the "old business" while the "new council" attends to the "new business". He said the council told the public they would be acting in that manner as a part of our orderly procedure. The Charter Commission has been asked to look at that language at their April meeting and make a determination if the process should be refined. Schierer also stated that nothing the "old council" does tonight cannot be undone by the "new council". The motion was called to a vote and carried with Hicks voting in opposition.

Public Hearing Ordinance 34, Shoreline Management

In 2021 the DNR informed the city they must amend their shoreline ordinance to include waterbodies within its municipal boundaries following annexation. The city and DNR have worked together on revised language to include all water bodies over a certain size within the current city limits; update the height limit of buildings to 30 feet to match other zoning code regulations; designating the part of the river known as the Pisgah Reservoir as General Development, thus reducing the required setback area and updating the city's Planned Unit Development (PUD) section, exempting future developers from having to seek DNR approval for new PUD applications. A public hearing opened at 5:42 pm and as no one appeared, the hearing was closed.

Ordinance 34, Shoreline Management

Ordinance 34, Shoreline Management was introduced by Fish and declared to have first reading.

Retirement-Lori Beske

Fish offered **Resolution #1-2023** acknowledging the retirement and 38+ years of service from Lori Beske, which was seconded by Hagberg and was adopted.

Consent Agenda

The following items were approved under **Resolution #2-2023** by Rufer: Motion approving the minutes from the December 19, 2022 City Council meeting. Motion approving the following licenses: Minnesota Lawful Gambling Permit MN Darkhouse and Angling Association, West Otter Tail County Chapter for raffle on April 20, 2023 at the American Legion. Metal Recycling Northern Metal Recycling. Mechanical McDowall Company, Esser Plumbing & Heating, Joe's Heating & A/C, All Seasons Heating & A/C, Fergus Home & Hardware. Full On Sale Liquor License Union Avenue Bar and Eatery/Toast/Roasted Meal Prep and Catering, Fergus Falls Lodging/Grey

Duck Grill. **Resolution #3-2023** designating the Daily Journal as the 2023 legal publication. **Resolution #4-2023** designating the 2023 depositories. **Resolution #5-2023** delegating the City Administrator, Finance Director, Assistant Finance Director, Payroll Officer and Human Resources Director the authority to make 2023 electronic fund transfers on behalf the City of Fergus Falls. **Resolution #6-2023** adopting the 2023 Elected Officials Out of State Travel Policy. The resolution was seconded by Thompson and was adopted.

Ordinance 35, THC Product Sales

Ordinance 35, Eighth Series, THC Product Sales was adopted by a roll call vote.

THC Product Sales License Fee

A motion and second were made by Hicks and Gustafson to add a \$500 license fee to businesses wishing to sell THC products and incorporate the fee into the 2023 fee schedule and the motion carried.

Opt Out of Moratorium

Upon the passage of the city's THC Product Sales Ordinance, the city must adopt a resolution formally opting out of Otter Tail County's proposed moratorium. Thompson offered **Resolution #7-2023** opting out of the Otter Tail County THC Product Sales Moratorium, which was seconded by Hicks and was adopted.

Resolution of Accounts

Fish offered a resolution authorizing the payments and claims in the amount of \$596,584.46, which was seconded by Hagberg and was adopted after several questions were addressed.

A motion and second were made by Hicks and Fish to adjourn sine die and Mayor Schierer expressed the city's thanks to outgoing council members Justin Arneson, Karoline Gustafson and Krista Hagberg. He commented on the remarkable amount of work accomplished over the past four years by the City Council and wished them well.

Swearing In of New Council

Newly elected council members Laura Job (Ward One), Scott Kvamme (Ward Two), Al Kremeier (Ward Three) and Scott Rachels (Ward Four) were sworn into office by City Attorney Rolf Nycklemoe.

Rules of Procedure

A motion and second were made by Hicks and Rachels to adopt the Rules of Procedure of the City Council as per City Code 31.27 and the motion carried.

Acting Mayor

A motion and second were made by Fish and Rufer nominating Scott Kvamme to serve as the 2023 Acting Mayor. Laura Job nominated Anthony Hicks as the Acting Mayor and the council was asked to vote on the original motion. The motion carried with Rufer, Rachels, Fish and Thompson voting in favor of Scott Kvamme. Job, Kremeier and Hicks voted in opposition and Kvamme abstained.

2023 Mayor's Appointments

A motion and second were made by Rachels and Hicks approving the Mayor's council appointments as follows:

Board of Equalization:	Ward One Laura Job	Ward Two Scott Kvamme
	Ward Three Al Kremeier	Ward Four Scott Rachels
Business Development for Fergus Falls	Anthony Hicks	
Fire Department Relief Association	Fire Chief, City Administrator, Brent Thompson	
Fire Department Trust Fund	Fire Chief, Scott Kvamme	
Golf Board	Jim Fish	
Hockey Association	Scott Rachels	
Investment Committee	City Administrator, Finance Director, Assistant Finance Director, Certified Financial Planner, Al Kremeier	
Legislative Committee	Mayor, City Administrator, Tom Rufer, Anthony Hicks	
PEG Access Board	Scott Kvamme	
Personnel Committee	Laura Job, Jim Fish	
Senior Citizens Board	Brent Thompson	
Tax Levy Committee	City Administrator, Mayor, Laura Job, Scott Rachels	
Visit Fergus Falls	Al Kremeier	
West Central Initiative Econ Dev District	Tom Rufer	

Legislative Bonding Request

- City Administrator Andrew Bremseth explained the City of Fergus Falls had a \$1,000,000 bonding request for Phase II of the Downtown Riverfront Project in the last legislative session, but it stalled out when the session adjourned without passing the bill. The council proceeded with Phase II of the project with private fundraising rather than waiting for the state bonding funds to be approved. Staff at Minnesota Management and Budget (MMB) asked the city if there was another project that could be tied into the downtown riverfront project as a placeholder in the upcoming session. Last week the Legislative Committee (Mayor Schierer, Council Members Hicks and Rufer and the City Administrator) met and proposed the following \$5.2 million request:
 - \$1.2 million for the acquisition of the river buffer parcel on the dairy site from the Port Authority
 - \$1.3 million rail crossings on Broadway Avenue and St. Andrew's Street
 - \$1.5 million for trail and amenities through the dairy property on the river buffer parcel
 - \$1.2 million towards the renaissance of Old Smokey (lifts, groomer, snow making equipment and a warming house)

The non-state funds related to Phase 2 total \$5.2 million and would provide a 50/50 match for these funds. This request would not restrict the city from making any other budget requests to the state, but it would hold the city's place in the existing bill by tying it into the other riverfront projects. Potential language for the bill may include: "This appropriation includes money for the acquisition of 11.57 acres along the Otter Tail River for public access and includes the engineering, design and construction of a river balcony, trail, play system, accessible public parking, fishing pier, and two \$600,000 railroad crossing points between Buse Avenue and Barefoot Park. Further recreational amenities, including trail, restrooms/warming house, snowmaking and a ski lift are also included for Old Smokey."

Hicks spoke in favor the moving forward on the request, citing this may be the city's best option to move forward on the redevelopment of the dairy project, finance projects without using local funds and bring back the Old Smokey amenity. The Port Authority will be reviewing and distributing the property's RFP at their next meeting. Hicks offered **Resolution #8-2023** approving a bonding request of the Minnesota State Legislature for Phase 3 of the Downtown Riverfront Project, which was seconded by Rufer and was adopted.

Other Business

Hicks asked if the Charter Commission could be asked to look at the rules of conduct for council members as there is a member of the council under the review of the Office of Administrative Hearings for alleged election campaign violations. The City Attorney explained this complaint would be conducted by the state body assigned to look into the alleged violations. The City Charter addresses the recall process of an elected official.

The meeting adjourned at 6:11 pm to a reception honoring the past council members and welcoming the new council members.

Lynne Olson

Open Forum

Al Frank, 1209 S Concord Street, addressed the open forum regarding City Code 31.25 regarding the council reorganization and the language stating at its first regular meeting in January, the Council shall, in the order herein stated and prior to commencing its regular order of business, reorganize by:

- (A) Having all new officers and officials take and subscribe their oath of office
- (B) Seat all new members of the Council

He pointed to city's website listing council member terms conclude on December 31 and felt the new council should be sworn in immediately to take care of all council business on tonight's agenda. The City Attorney's position "the old council has conducted the old business and the new council does the new business as long as he can remember" is of no consequence as it contradicts the code language. He said the new council members were elected by the will of the people to go a new direction and the people want the new council sworn in and seated immediately.

City Attorney Rolf Nycklemoe explained the term sine die means the old council has concluded their business and it is the time to transition into the new council's business. He interprets the code language as the business after adjourning sine die is the new council's business to conduct. He said the new council has the authority to overturn the actions of the previous council with enough votes if they choose and the city has used the first meeting, rather than the calendar year to transition new council's as there are sworn in members of the council to take action in the event of an emergency.

Mayor Schierer said he would give the council the authority to make the determination of how they want to proceed when the meeting is called to order and a roll call is taken of the "old council". He stated the agenda has been presented to the public and they will complete the business the public expects of the council. He reiterated the "new council" would have the authority to revoke, overturn or change previous council action if they so choose.

Committee of the Whole Meeting
January 11, 2023

The Fergus Falls City Council held a Committee of the Whole meeting on January 11, 2023 at 7:00 am in the City Council Chambers. Mayor Schierer called the meeting to order, and the following council members were in attendance: Kremeier, Rachels, Hicks, Fish, Job, Kvamme, and Rufer. Thompson was absent.

TIF Analysis for FM Bank

FM Bank entered into an agreement to purchase the former Shopko lot and would like to pursue the creation of a redevelopment Tax Increment Financing (TIF) district totaling \$143,000 over a 3.5-year period. Their project is estimated at \$9 million and would demolish the Shopko building and redevelop the site for a new bank and additional tenants. Their TIF request would offset the demolition costs and serve as a match for a MN DEED Redevelopment Grant. Prior to creating a TIF district a city must determine if a subsidized development would not occur *but for* the use of TIF. A financial analysis is required, and the city recommends using the services of Baker Tilly to study the TIF request. FM Bank would be responsible for the cost, and they understand it does not guarantee TIF is recommended for the applicant. A motion and second were made by Hicks and Fish to recommend the council authorize city staff to retain the services of Baker Tilly regarding an application for Tax Increment Financing for FM Bank and the motion carried.

Housing Tax Rebate Program Overview

Community Development Director Klara Beck provided an overview of the Housing Tax Rebate program. It was developed in conjunction with Otter Tail County's Big Build program to incentivize the construction of new single and two-family housing units and encourages the replacement of dilapidated housing structures within the city. Qualified participants receive a rebate of \$5,000 or 5 years, whichever is met first of the city's portion of property tax based on the increase to real estate taxes due to the building of a new home. Additionally, applicants may be eligible for \$10,000 in rebates from Otter Tail County. The program is restricted to primary residences, not rental properties, and can be transferred from a builder to the property owner. Since its inception in 2020, 47 units are in the program. 36 new homes were built in 2020, 5 in 2021 and 6 in 2022. The average projected value of the units is \$353,023.40 and includes 21 single family homes, 26 twin homes and no rehabs or additions. To date the City of Fergus Falls has approved \$235,000 in rebates for an estimated \$16,592,100 in housing value. The council has the ability to continue the program as if through December of 2024, discontinue the program or update the program to help meet city goals such as pushing for significant rehabs, or capping the estimated project value to encourage entry level housing.

Rufer feels the program is of value if it incentivizes building in Fergus Falls suggested amending the program to a tiered structure based on city priorities such as rehab projects. Kvamme asked if the city's match should be increased to match the county's level if a rehab project applies for the program. Fish proposed a cap be placed on the value citing a recent request for a home valued exceeding \$1 million. He suggested the newspaper write a story raising awareness of the program and available funding. Kremeier felt the existing housing stock would benefit from a program where funds could be used to update the older homes throughout the community and said his family accessed the This Old House program years ago to rehab an old house. To date the city has not had any applications for rehab funds and the county has two. Mayor Schierer agreed there would be great value in existing homes being able to access funding for their homes and it would subsequently increase the value of

the neighborhood. Hicks spoke in favor of capping the value of the program and proposed revising the program to aid first time homeowners for down payments or designated funds to fix up rental properties. The council agreed this is a complex issue that needs more discussion. Mayor Schierer suggested staff take today's feedback and come back to the council with a recommendation on modification to the program and clear definitions of what qualifies as a rehab project.

County Commission Lee Rogness said the intent of the program is increasing the amount of available housing to attract a workforce for jobs. He appreciated the discussion today but encouraged the council to continue the program as \$235,000 of the city's investment has provided over \$16 million in returns to date. The county wants new housing or large rehab projects such as additions of rooms, garages etc... Roof, window and siding replacement does not qualify as rehab projects. The new or improved housing increases the tax base, replaces properties going off the tax rolls and lowers property taxes. He believed programs to fund housing improvements would benefit the community but should not replace the housing tax rebate program.

Pebble Lake Golf Rates

Kevin Swenson presented the 2023 rates for the Pebble Lake Golf Course. They are proposing a 10% increase to offset the rising costs of fertilizer, equipment, maintenance, and fuel. He reviewed the 2022 season in comparison to previous years and said their biggest growth has been youth and family participation. In addition to being voted Best Golf Course in Otter Tail County, there facility has become a destination for weddings and special events and the addition of Palmer's restaurant has driven up their business. After complimenting Swenson on the improved operations at the golf course, a motion and second were offered by Fish and Rufer to recommend the council approve the 2023 rates for the Pebble Lake Golf Course and the motion carried.

State Delegating Process Agreement

Federal law, along with Minnesota Statute Sec 161.36, requires the city to adopt a resolution designating the Commissioner of Transportation as the appointed agent of the city to accept federal funds which may be available for eligible local transportation related projects. The agreements outline the roles and responsibilities associated with federal funds and allows MnDOT to act as the local agency's agent in accepting these funds for construction projects. A motion and second were made by Rachels and Hicks to recommend the council authorize staff to execute the State/Federal Delegating Contracting Process Agreement No. 1052055, and the motion carried.

PI 5314, Union and Lincoln Street Improvement Project

City Engineer Brian Yavarow was provided authorization to rebid Public Improvement 5314, the Union and Lincoln Avenue street improvement project after bids last year came in nearly \$1 million over the estimate. In reviewing the bid contractors said the plan to protect and pave around the existing street pavers was too time consuming, high risk and expensive. The bid documents were revised to include an alternate to remove the deteriorated pavers and install a full bituminous street section at each intersection along Lincoln Avenue from Union to Cascade. The state has not consented to the alternate bid method as considers this a form of "shopping" rather than seeking the lowest possible bid. They require the submission of proper documentation as to why this method would be used and their approval. Staff have developed two options for the council to consider in the final bid documents. Option 1 would be the original plan to save and work around the existing pavers. Option 2 is continuing the resurfacing of Lincoln Avenue by replacing the full depth of bituminous and overlay. Option 2 is estimated to be \$25,000 less and would provide longer pavement longevity as a new full

pavement section would be constructed instead of only the top two inches being resurfaced in Option 1. This project would be solely funded with federal and state funds. The federal share is 80% (max rate) for construction and is subject to change based on bid prices. The state is responsible for 20% of the construction and 100% of the engineering design and contract administration.

The pavers are unique to the downtown area but have deteriorated significantly since their installation in 1989. They have created tripping hazards and problems for maintenance such as street sweeping and plowing. Yavarow recommended the council proceed with Option 2 to be included in the final bidding documents. He was asked if the street project would also address the repair or replacement of the paver bricks along the sidewalks in the downtown area. Staff is aware of the deterioration and need to replace the downtown sidewalk pavers, but there currently is not enough funding for their replacement. It was suggested the sidewalk replacement be put into the city's Capital Improvement Plan for further consideration and research on funding sources. A motion and second were made by Fish and Job to recommend the council authorize staff to pursue Option No. 2 in the final bidding documents for PI 5314, the Union Avenue: Fir to Lincoln; Lincoln Avenue: Union to Friberg resurfacing project and the motion carried.

PI 5362 Fir and Friberg Roundabout Project

In 2020 the City and Otter Tail County initiated a joint agency effort to study feasible roundabouts in the city. The primary intersection reviewed was the Fir/Friberg and later intersections on Union and Tower were added to the study. Funding applications through the Local Roads Improvement Project have been unsuccessful and the county plans to proceed with their share of the project through bonding. The county has provided an agreement for the city to consider. The city would be responsible for 1/3 of the cost of the street repair, sidewalk and lighting including the resurfaced area; 100% of the cost of the non-storm sewer municipal utilities that will be determined and quantified during the final design phase; 100% of the costs for permanent and/or temporary easements adjoining Friberg Avenue and a pro rata share of the total engineering costs in an amount representing the same ratio to the total engineering costs as the municipality's portion of the construction cost bears to the total construction contract cost. The estimated cost of the project is \$2.2 million of which the city's share would be \$730,000 plus municipal storm, sanitary sewer and/or watermain relocations or replacements if necessary. If approved, the project would be bid in 2023 with construction in 2024.

Hicks felt \$730,000 plus the cost of utility services was too much for a roundabout when so many streets throughout the community need more attention. Rachels agreed the city should use the funding for other street projects. Yavarow said the city would use their allocated Municipal State Aid for Streets (MSAS) funding and explained this funding is only allowed to be used on MSAS designated projects. The utility portions of the project being covered by the city's enterprise funds and once the full design work is completed, a better cost estimate can be established. Kvamme was supportive of the project if funding sources have been identified as this intersection poses safety hazards. Now that the county has identified the project as a priority, they will want to move forward and waiting will increase the city's portion. Fish agreed and noted the difficulty drivers have making left hand turns on Fir Avenue. Kremeier was opposed to using any of the available funding on this project when it could be used for other street projects. Rufer asked if infrastructure improvements needed in this area and felt this would be an opportune time to improve the intersection while doing any necessary underground utility work. Staff was asked to provide the council information on roadways that MSAS funds can be expended. A motion and second were made by Fish and Rachels to recommend the

council initiate PI 5362, the Fir Avenue and Friberg Avenue roundabout improvement project and the motion carried with Hicks and Kremeier voting in opposition.

PI 9504 Aquatics Center

After voters approved the local option sales tax projects at the November 2022 General Election, the City Engineer obtained a professional services proposal from JLG Architects for the Aquatic Center project. If the proposal is approved, the Design Development phases would be initiated with staff and volunteers. After this phase is complete, final design and bidding documents could be developed. Advertising of bids would be taken in the summer of 2023, construction starting in the fall of 2023 and concluding in 2024. The project would be funded by the local option sales tax. The city currently has the legislative authority for a \$7.8 million project, but the latest total project estimate is \$9.5 million. The city requested additional funds from the legislature to cover the higher project cost in the 2023 legislative session. Because the outcome of the session is unknown, staff requested JLG to revise their professional services proposal to accommodate both the higher and lower price difference. If the city's request for additional funding is not successful with the legislature, bid alternates will be identified in the final design phase and incorporated into the bidding documents as deductions to align with the currently approved \$7.8 million budget. Mayor Schierer shared his confidence the legislative session will result in the city's request being granted. Hicks did not want the city to spend money on multiple scenarios and asked if there is a covenant prohibiting constructing the facility in Roosevelt Park. Staff will double check the parcel file, but the location cannot be changed as it was a part of the ballot question approved by the voters. A motion and second were made by Rufer and Rachels to recommend the council accept JLG Architect's professional services proposal for design development, final design and construction administration in the amount of \$681,820 and the motion carried.

Council Salaries

Scott Kvamme asked the council to begin a discussion to increase the mayor and council salaries in conjunction with city employee wage increases. He understood it would be January of 2025 before the council could approve a salary increase to themselves as state law dictates a sitting council cannot set its own wages until after the next election period. He felt the automatic cost of living increases would encourage candidates to run for public office. Rufer was supportive of considering the idea and commented on the amount of time dedicated to the council affects their regular employment. Fish said 2007 was the last year the council and mayor's salaries were adjusted, and he supported discussing a pay increase. Kremeier said he was unaware of the amount the elected officials are paid and felt if people are running for office for the paycheck, they should reconsider their motives. The council discussed the current meeting schedule and demands on the time elected officials are asked to devote to this position. A motion and second were made by Kvamme and Fish to recommend the council direct staff to research the council and mayoral salaries with comparable cities and consult the City Charter to see if an increase is warranted and the motion carried.

The meeting adjourned at 8:16 am

Lynne Olson

FOR COUNCIL MEETING— JANUARY 17, 2023

APPROVALS ON ALL LICENSES ARE CONTINGENT UPON PAPERWORK BEING FILLED OUT CORRECTLY AND COMPLETELY, AND ALL INSURANCES AND BONDS BEING CURRENT.

Metal Recycling

Lakes Iron & Metal

Minnesota Lawful Gambling Permit

Otter Tail County Pheasants Forever raffle on April 15 at the Eagles Aerie #2339



Council Action Recommendation

Page 1 of 1

Meeting Date:

January 17, 2023 – City Council

Subject:

Chapter 152 - Stormwater Management Ordinances

Recommendation:

- Motion directing the City Attorney to draft the Stormwater Management Ordinance revisions for Chapter 152

Background/Key Points:

On September 14, 2022 the MPCA provided written “alleged violations” responses about the City’s Stormwater Management program. In October, 2022 the City initiated ordinance revisions per these alleged violations. Although the MPCA consented prior to the recent ordinance revisions, they have recently contacted the City again notifying additional Stormwater ordinance revisions are still required. City staff believes the attached draft language is not required and adopted thru permit reference however, in efforts to complete MPCA’s auditing process, we recommend preceding with this final revision.

Budgetary Impact:

General staff time and publication costs.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. - City Engineer

Attachments:

List of Ordinance revisions

Chapter 152 - Stormwater Management Ordinances - Redlines

ORDINANCE NO. 31, EIGHTH SERIES

AN ORDINANCE OF THE CITY OF FERGUS FALLS, MINNESOTA, AMENDING CHAPTER 152.26 DEFINITIONS OF STORM WATER MANAGEMENT, CHAPTER 152.33, PLAN; APPROVAL STANDARDS; CHAPTER 152.36, CRITERIA FOR NEW AND REDEVELOPED PERMANENT FACILITIES; CHAPTER 152.37, OPERATION, MAINTENANCE AND INSPECTION; AND CHAPTER 152.43, CONSTRUCTION PLANS AND SPECIFICATIONS OF THE CITY CODE.

THE CITY OF FERGUS FALLS DOES ORDAIN:

Section 1. City Code Chapter 152.26, Definitions, Municipal Separate Storm Sewer System (MS4), is hereby added as follows:

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4).

The system of conveyances and structural stormwater BMPs (including sidewalks, roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, constructed channels or storm drains) owned or operated by the City, designed or used for collecting or conveying stormwater, and not used for collection or conveying wastewater that discharges to waters of the United States.

Section 2. City Code Chapter 152.33, Plan; Approval Standards, is hereby amended to read as follows:

The City Engineer shall not approve a storm water management plan, which fails to meet the standards set forth within this subchapter. Other standards of the most currently approved NPDES/SDS permit **MNR100001** and **general stormwater design standards of the** NPDES MS4 permit **MNR040000** must be met by proposed stormwater plans. If the standards of different agencies conflict, the more restrictive standards shall apply. It shall be the applicant's responsibility to obtain any required permits from other governmental agencies having any jurisdictional authority over the work to be performed. The City may choose to obtain some of the required permits. The applicant will be notified which permits are to be obtained by the City.

Section 3. City Code Chapter 152.36, Criteria for New and Redeveloped Permanent Facilities, is hereby amended to read as follows:

Storm water control facilities, included as part of the final design for a permanent development, shall be addressed in the storm water management plan and shall meet the following criteria:

(A) *Pre-versus post-hydrological response of site.* An applicant shall design, install or construct, on or for the proposed land-disturbing activity, development activity or redevelopment activity, all storm water management facilities necessary to manage runoff such that increases in flow under the design conditions will not occur that could exceed the capacity of the outlet, or the storm water management system, into which the site discharges or that would cause the storm water management system to be overloaded or accelerate channel erosion as a result of the proposed land-disturbing activity or development activity. Under no circumstances shall the two-, ten- or 100-year developed peak flow exceed the two-, ten- or 100-year existing peak flow without prior written approval by the City Engineer. Post construction storm water management BMPs shall be installed to the maximum extent practical (MEP) and shall show a net per annual basis reduction for volume, total suspended solids (TSS) and total phosphorus (TP) for new or redeveloped sites from pre-project conditions. For regional detention or storm water management system, the City Engineer shall recommend a proposed system charge or assessment to be approved by the City Council based upon an approved watershed master plan and an analysis of required drainage systems, projected costs and flood protection benefits provided to those properties directly or indirectly impacted by the regional detention or storm water management system. Design criteria must meet the most current state approved NPDES/SDS **permit MNR100001** and NPDES/MS4 general permit **MNR040000** requirements.

(B) *Natural features of the site.* The applicant shall give consideration to reducing the need for storm water management system facilities by incorporating the use of natural topography and land cover such as wetlands, ponds, natural swales and depressions as they exist before development to the degree that they can accommodate the additional water flow without compromising the integrity or quality of these natural features.

(C) *Storm water management strategies.*

(1) The following storm water management practices shall be investigated when developing a storm water management plan in accordance with this subchapter and the city code:

(a) Natural infiltration of precipitation and runoff on-site, if suitable soil profiles can be created during site grading. The purpose of this strategy is to encourage the development of a storm water management plan that encourages natural infiltration. This includes, providing as much natural or vegetated area on the site as possible, minimizing impervious surfaces and directing runoff to vegetated areas rather than onto adjoining streets, storm sewers and ditches;

(b) Flow attenuation by use of open vegetated swales and natural depressions;

(c) Storm water detention facilities;

(d) Storm water retention facilities (on a case by case basis);

- (e) Other facilities requested by the City Engineer.
- (f) **Infiltration systems are prohibited from being constructed in the following areas:**
- **that receive discharges from vehicle fueling and maintenance areas, regardless of the amount of new and fully reconstructed impervious surface;**
 - **where high levels of contaminants in soil or groundwater may be mobilized by the infiltrating stormwater.**
 - **where soil infiltration rates are more than 8.3 inches per hour unless soils are amended to slow the infiltration rate below 8.3 inches per hour;**
 - **with less than three feet of separation distance from the bottom of the infiltration system to the elevation of the seasonally saturated soils or the top of bedrock;**
 - **of predominately Hydrologic Soil Group D (clay) soils;**
 - **in an Emergency Response Area (ERA) within a Drinking Water Supply Management Area (DWSMA) as defined in Minn. R. 4720.5100, Subp. 13, classified as high or very high vulnerability as defined by the Minnesota Department of Health;**
 - **in an ERA within a DWSMA classified as moderate vulnerability unless the Regulated Party performs or approves a higher level of engineering review sufficient to provide a functioning treatment system and to prevent adverse impacts to groundwater;**
 - **outside of an ERA within a DWSMA classified as high or very high vulnerability unless the City performs or approves a higher level of engineering review sufficient to provide a functioning treatment system and to prevent adverse impacts to groundwater;**
 - **within 1,000 feet up-gradient or 100 feet down gradient of active karst features; and**
 - **that receive stormwater runoff from these types of entities regulated under NPDES for**

industrial stormwater: automobile salvage yards; scrap recycling and waste recycling facilities; hazardous waste treatment, storage, or disposal facilities; or air transportation facilities that conduct deicing activities.

(2) A combination of successive practices may be used to achieve the applicable minimum control requirements specified. Justification shall be provided by the applicant for the method selected, except as provided in storm water management “limitations” noted in the state’s NPDES general permit.

(3) For non-linear projects, where the water quality volume cannot cost effectively be treated on the site of the original construction activity, the applicant is required to identify locations where off-site treatment projects can be completed. If the entire water quality volume is not addressed on the site of the original construction activity, the remaining water quality volume must be addressed through off-site treatment.

- (a) Off-site treatment project areas shall be selected in the following order of preference: locations that yield benefits to the same receiving water that receives runoff from the original construction activity; locations within the same Department of Natural Resource (DNR) catchment area as the original construction activity; locations in the next adjacent DNR catchment area up-stream; or locations anywhere within the Regulated Party's jurisdiction.
- (b) Off-site treatment projects must involve the creation of new structural stormwater BMPs or the retrofit of existing structural stormwater BMPs, or the use of a properly designed regional structural stormwater BMP. Routine maintenance of structural stormwater BMPs already required by the General Permit cannot be used to meet this requirement.
- (c) **Off-site treatment projects must be completed no later than 24 months after the start of the original construction activity.**

(D) *Adequacy of outlets.* The adequacy of any outlet used as a discharge point for proposed storm water management system must be assessed and documented to the satisfaction of the City Engineer. To the extent practicable, hydraulic capacities of downstream natural channels, storm sewer systems or streets shall be evaluated to determine if they have sufficient conveyance capacity to receive and accommodate post-development runoff discharges and volumes. In addition, projected velocities in downstream natural or human-made channels shall not exceed that which is reasonably anticipated to cause erosion unless protective measures

acceptable to the City Engineer are approved and installed as part of the storm water management plan. The assessment of outlet adequacy shall be included in the storm water management plan.

Section 4. City Code Chapter 152.37, Operation, Maintenance and Inspection, is hereby amended to read as follows:

All storm water management systems shall be designed to minimize the need for maintenance, to provide easy vehicle (typically, eight feet or wider) and personnel access for maintenance purposes, and to be structurally sound. All storm water management systems shall have a plan of operation and maintenance that assures continued effective removal of pollutants carried in storm water runoff. The City Engineer may inspect all public and private storm water management systems at any time. Inspection records will be kept on file at the City Engineer's office. It shall be the responsibility of the applicant to obtain any necessary easements or other property interests to allow access to the storm water management system for inspection and maintenance purposes. The owner must perform routine maintenance and inspections that are required annually and includes mowing grass, controlling weeds and woody vegetation, repairing eroded areas and removing debris. Owner shall maintain records and provide annual maintenance and inspection reports. The reports shall be made available to the City upon request.

The owner must perform non-routine maintenance which includes sediment cleanout and major structural repairs when needed. Inspections for non-routine maintenance items must occur at a minimum of every five years. Sediment cleanout must occur when 50% of the permanent pool storage volume is sediment. The City Engineer shall retain enforcement powers for assuring adequate operation and maintenance activities through permit conditions, penalties, non-compliance orders and fees.

Section 5. City Code Chapter 152.43, Construction Plans and Specifications, is hereby amended to read as follows:

(A) The plans and specifications prepared for the construction of the storm water management system must be:

- (1) Consistent with the storm water management plan approved by the City Engineer, including any special provisions or conditions;
- (2) In conformance with the requirements of the city and any other necessary permits required and issued by other governmental agencies;
- (3) Sealed and signed by a professional engineer registered in the state;
- (4) Submitted to the City Engineer for approval;
- (5) Approved by the City Engineer prior to commencing

construction; and

(6) Site plan reviews shall be documented by the City to achieve compliance with MS4 permitting requirements.

(B) The construction grading and erosion/sediment control plans, in a format acceptable to the City Engineer, shall contain a drawing or drawings delineating the features incorporated into the storm water pollution prevention plan (SWPPP) including details of perimeter protection, construction phasing, storm drain inlet protection, erosion control measures, temporary and final stabilization measures, including all BMPs. In addition, the construction specifications shall contain technical provisions describing erosion, sedimentation and water control measures to be utilized during and after construction as well as to define the entities responsible for the installation and maintenance of the BMPs. The project SWPPP must be incorporated into the construction specification documents.

Section 6. Effective date. The effective date of this ordinance shall be the _____ day of _____, 2022.

The following summary is approved by the City council and shall be published in lieu of publishing the entire ordinance pursuant to Minnesota Statutes Section 412.191:

PUBLIC NOTICE

WHEREAS, Certain sections of the Fergus Falls City Code Chapter 152 have been amended by Ordinance No. 31, Eighth Series, which ordinance has been duly adopted by the City Council; and,

WHEREAS, Said ordinance is lengthy and the Council has therefore determined that, pursuant to City Charter Section 4.04, Subd. 2, publication of the title and summary of said ordinance would clearly inform the public of the intent and effect of the ordinance; and,

WHEREAS, The Council, by at least four-fifths of its members, has directed that only the title of the ordinance and a summary be published and that printed copies of the ordinance be available for inspection by any person during regular office hours at the office of the City Administrator and also at the public library where the entire text of said ordinance is posted.

NOTICE IS HEREBY GIVEN, that the title of Ordinance No. 31, Eighth Series, is as follows:

**AN ORDINANCE OF THE CITY OF FERGUS
FALLS, MINNESOTA, AMENDING CHAPTER
152.26 DEFINITIONS OF STORM WATER
MANAGEMENT, CHAPTER 152.33, PLAN;
APPROVAL STANDARDS; CHAPTER 152.36,
CRITERIA FOR NEW AND REDEVELOPED
PERMANENT FACILITIES; CHAPTER 152.37,
OPERATION, MAINTENANCE AND INSPECTION;
AND CHAPTER 152.43, CONSTRUCTION PLANS
AND SPECIFICATIONS OF THE CITY CODE.**

NOTICE IS FURTHER GIVEN, that a summary of Ordinance No. 31, Eighth Series, is as follows:

- Section 1 amends Chapter 152.26, Definitions
- Section 2 amends Chapter 152.33, Plan; Approval Standards
- Section 3 amends Chapter 152.36, Criteria for New and Redeveloped Permanent Facilities
- Section 4 amends Chapter 152.37, Operation, Maintenance and Inspection
- Section 5 amends Chapter 152.43, Construction Plans and Specifications
- Section 6 provides for the effective date.

NOTICE IS FURTHER GIVEN, that the Council has approved the text of the foregoing summary and determines that it clearly informs the public of the intent and effect of the ordinance.

THIS ORDINANCE was introduced on the _____ day of _____, 2022, and adopted by the City Council of the City of Fergus Falls, Minnesota, on the _____ day of _____, 2022, by the following vote:

AYES:

NAYS:

ATTEST:

APPROVED:

City Administrator

Mayor

Published in the Fergus Falls Daily Journal on _____.

barb/acityoffergusfalls/ords/8thseries/Ord31



Council Action Recommendation

Page 1 of 1

Meeting Date: January 17, 2023

Subject: 2022 Budget Adjustments

Recommendation: Please approve the proposed adjustments to the 2022 budgets.

Background/Key Points:

- Reclassify \$56,484 from General Government unallocated expenditure budget to the following for benefits owed upon separation from service:
 - Planning and Zoning \$1,452
 - Police Patrol \$6,886
 - Fire Prevention \$26,100
 - Fire Training \$18,829
 - Street Maintenance \$516
 - Library Operations \$2,701
- Increase Library donations revenue budget and related expenditures budgets for donations received - \$1,229

Budgetary Impact: 2022 budgets will be adjusted accordingly.

Originating Department: Finance

Respectfully Submitted: Bill Sonmor, Finance Director

Attachments:

None

**Pebble Lake Golf Club
2022 Rates**

	Monthly Rate	Yearly Rate	Amount Paid
<u>Season Passes</u>			
Single	\$ 98.83	\$1,186	
Single -(New Passholder)****	\$ 76.58	\$919.00	
Single - (19-22 yrs)	\$ 39.50	\$474.00	
Single - (19-22 yrs New)****	\$ 32.17	\$386.00	
Single - (23-29 yrs)	\$ 69.09	\$829.00	
Single - (23-29 yrs New)****	\$ 56.83	\$ 682.00	
Couple	\$ 143.34	\$ 1,720.00	
Couple - (New Passholders)****	\$ 111.25	\$ 1,335.00	
Junior (10-18)	\$ 22.25	\$ 267.00	
Junior - (add on - 10-18 yrs)	\$ 9.92	\$ 119.00	
Punch Card - 9-hole	\$ 25.75	\$ 309.00	
Punch Card - 18-hole	\$ 42.50	\$ 510.00	
<u>Driving Range</u>			
Season Range Pass Piggy Back		\$ -	INCLUDED
Season Family Range Pass		\$ -	INCLUDED
Season Range Pass	\$ 19.69	\$ 236.25	
Season Range Pass Junior	\$ 7.42	\$ 89.00	
<u>Handicap Fee</u>	\$ 3.67	\$ 44.00	
<u>Locker Rent</u>	\$ 4.58	\$ 55.00	
<u>Season Cart Rental</u>			
Single***	\$ 64.17	\$ 770.00	
Couple pass***	\$ 88.92	\$ 1,067.00	
<u>Private Cart Fees</u>			
Annual Trail Fee*	\$ 47.20	\$ 566.34	
Annual Cart Storage**	\$ 29.17	\$ 350.00	
Multiple Cart Piggyback	\$ 17.98	\$215.75	
Yearly payments must be made in full	Total Amount includes Tax		

**Pebble Lake Golf Club, Inc
P.O. Box 772
Fergus Falls, MN 56538**

Mail To:

Passholder Information

Name(Primary): _____

Name(Spouse): _____

Name(Child): _____

Name(Child): _____

Address: _____

Email: _____

Phone- _____

Place of Employment: _____

* Licensed only to purchaser of trail fee

** PLGC is not responsible for security of personal items

*** Please reserve when calling in for Tee Times to ensure availability

**** One time purchase only

*Private cart owners and immediate family up to age 18 ONLY can operate private cart with trail fee purchase. Additional trail fees can be purchased for additional operators.

*PLGC season cart members are the ONLY operators of PLGC carts unless "Couple Pass" is purchased. Only cart member, spouse and family members 16-18 years of age can use cart.

READ AND UNDERSTOOD: _____

2023 PEBBLE LAKE GOLF CLUB

DAILY RATE SCHEDULE

9 - Hole Green Fee Weekday	\$29.70
9 – Hole Green Fee Weekend	\$33.00
18 – Hole Green Fee Weekday	\$47.40
18 – Hole Green Fee Weekend	\$58.50
9 – Hole PLGC Power Cart	\$15.40
18 – Hole PLGC Power Cart	\$22.00
Junior – unlimited golf	\$23.00
Twilight w/ PLGC Cart	\$55.00 (Season Dependent)
Driving Range Bucket	\$6.00

- These prices exclude sales tax
- Driving Range / Practice Facilities are included with all Green Fee transactions throughout the golf season



Council Action Recommendation

Page 1 of 1

Meeting Date:

January 11, 2023 – Committee of the Whole
January 17, 2023 – City Council

Subject:

State/Federal Delegating Contracting Process (DCP) Agreement No. 1052055

Recommendation:

- Resolution authorizing staff to execute the MnDOT Agreement

Background/Key Points:

Pursuant to federal law and Minnesota Statute Sec. 161.36 the City of Fergus Falls is required to pass a resolution designating, the Commissioner of Transportation as the appointed Agent of the City to accept federal aid funds which may be made available for eligible local transportation related projects. These agreements cover the roles and responsibilities associated with federal aid funds and allow for MnDOT to act as a local agency's agent in accepting these funds for construction projects. The attached Agreement is intended to cover all federally funded projects that the City is awarded for eligible projects.

Budgetary Impact:

There is no budgetary impact other than general staff time.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, PE - City Engineer

Attachments:

DCP Agency Agreement No. 1052055 w/ Sample Resolution



STATE OF MINNESOTA

AGENCY AGREEMENT

for

FEDERAL PARTICIPATION IN CONSTRUCTION

This Agreement is entered into by and between City of Fergus Falls (“Local Government”) and the State of Minnesota acting through its Commissioner of Transportation (“MnDOT”).

RECITALS

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government’s agent in accepting federal funds on the Local Government’s behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration (“FHWA”) federal funds, hereinafter referred to as the “Project(s)”; and
2. This Agreement is intended to cover all federal aid projects initiated by the Local Government and therefore has no specific State Project number associated with it, and
 - 2.1. The Assistance Listing Number (ALN) is 20.205, 20.224, 20.933 or another Department of Transportation ALN as listed on SAM.gov and
 - 2.2. This project is for construction, not research and development.
 - 2.3. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement; Prior Agreement

- 1.1. **Effective Date.** This Agreement will be effective on the date that MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2. This Agreement will remain effective until it is superseded or terminated pursuant to section 14.
- 1.2. **Prior Agreement.** This Agreement supersedes the prior agreement between the parties, MnDOT Contract Number 1029947.

2. Local Government’s Duties

- 2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds on its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website.
- 2.2. **Staffing.**
 - 2.2.1. The Local Government will furnish and assign a publicly employed and licensed engineer, (“Project Engineer”), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative, where the Local Government elects to use a private consultant for construction engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government to be in responsible charge of the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This

written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

2.2.2. During the progress of the work on the Project(s), the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).

2.3. **Pre-letting.** The Local Government will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.

2.3.1. The Local Government will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project(s). Any Project(s) advertised prior to authorization **without permission** will not be eligible for federal reimbursement.

2.3.2. The Local Government will prepare the Proposal for Highway Construction for the construction contract, which will include all federal-aid provisions supplied by MnDOT.

2.3.3. The Local Government will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders and where the Local Government will receive the sealed bids.

2.3.4. The Local Government may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s). All work included in a federal contract is subject to the same federal requirements as the federal project.

2.3.5. The Local Government will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.

2.3.6. The Local Government will receive and open bids.

2.3.7. After the bids are opened, the Local Government will consider the bids and will award the bid to the lowest responsible bidder or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises (DBEs), the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.

2.3.8. The Local Government must disclose in writing any potential conflict of interest to the Federal awarding agency or MnDOT in accordance with applicable FHWA policy.

2.4. **Contract Administration.**

2.4.1. The Local Government will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction when the contract is awarded and all amendments thereto. All contracts between the Local Government and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable

federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and as identified in Section 18 of this Agreement.

- 2.4.2. The Project(s) will be constructed in accordance with the plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Local Government Engineer's Office. The plans, special provisions, and specifications are incorporated into this Agreement by reference as though fully set forth herein.
- 2.4.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 2.4.4. The Local Government will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that are in effect at the time the work was performed.
- 2.4.5. The Local Government will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The Local Government will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector, as required by the Independent Assurance Schedule.
- 2.4.6. The Local Government may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into Change Order(s) with the Contractor. The Local Government will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the Local Government that the subject work is eligible for federal funds and sufficient federal funds are available.
- 2.4.7. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- 2.4.8. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the Local Government. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The Local Government will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.
- 2.4.9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

2.5. Limitations.

- 2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2.5.2. **Nondiscrimination.** It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate

for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

2.5.3. **Utilities.** The Local Government will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities", which is incorporated herein by reference.

2.6. **Maintenance.** The Local Government assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

3. MnDOT's Duties

3.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

3.2. Project Activities.

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s) and for reimbursement of eligible costs pursuant to the terms of this Agreement.

3.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then Local Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the Project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. **Authority.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.

3.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this Agreement. The Local Government will make all books, records, and documents pertaining to the work hereunder available for a minimum of six years following the closing of the construction contract.

4. Time

4.1. The Local Government must comply with all time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT at least twenty-four months prior to the **end date**.

5. Payment

- 5.1. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the Local Government, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.
- 5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a Project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 5.3. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate.
 - 5.3.2. Upon completion of the Project(s), the Local Government will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
 - 5.3.4. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds.
 - 5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this Agreement must comply with 2 CFR 200.306.
- 5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for failure to comply with any federal requirements including, but not limited to, 2 CFR Part 200. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further

agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

- 5.6. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each Project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award at least twenty-four months prior to the **end date** of the period of performance for each Project. MnDOT 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 funds will continue following project closeout.
6. **Conditions of Payment.** All services provided by Local Government under this Agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.

7. Authorized Representatives

- 7.1. MnDOT's Authorized Representative is:

Name: Kristine Elwood, or her successor.

Title: State Aid Engineer

Phone: 651-366-4831

Email: Kristine.elwood@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

- 7.2. The Local Government's Authorized Representative is:

Name: Brian Yavarow or their successor.

Title: Fergus Falls City Engineer

Phone: 218-332-5413

Email: brian.yavarow@ci.fergus-falls.mn.us

If the Local Government's Authorized Representative changes at any time during this Agreement, the Local Government will immediately notify MnDOT.

8. Assignment Amendments, Waiver, and Agreement Complete

- 8.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 8.2. **Amendments.** Any amendment 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.
- 8.3. **Waiver.** If MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 8.4. **Agreement Complete.** This Agreement contains all negotiations and agreements between MnDOT and the

Local Government. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

- 8.5. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 8.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 8.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

9. Liability and Claims

- 9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 9.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

10. Audits

- 10.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT 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. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 10.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.
- 10.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

11. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government 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 the Local Government or MnDOT.
12. **Workers Compensation.** The Local Government certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will

not be considered MnDOT 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 MnDOT's obligation or responsibility.

- 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 MnDOT.** MnDOT may terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2. Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT 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 the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and/or requiring the return of all or part of the funds already disbursed.
- 14.3. Termination for Insufficient Funding.** MnDOT 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 Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT 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. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
- 14.4. Suspension.** MnDOT 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 Local Government 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, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, 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 Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
- 16. Fund Use Prohibited.** The Local Government 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 Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.

17. Discrimination Prohibited by Minnesota Statutes §181.59. The Local Government 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 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. Federal Contract Clauses

- 18.1. Appendix II 2 CFR Part 200.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third-party contractors, as applicable. In addition, the Local Government shall have the same meaning as “Contractor” in the federal requirements listed below.
- 18.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 18.1.2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 18.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 18.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

- for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 18.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 18.1.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 18.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 18.1.8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.1.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must

also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

18.1.10. Local Government will comply with 2 CFR § 200.323.

18.1.11. Local Government will comply with 2 CFR § 200.216.

18.1.12. Local Government will comply with 2 CFR § 200.322.

18.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

18.3. **Title VI/Non-discrimination Assurances.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

The Local Government hereby 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. If federal funds are included in any contract, the Local Government will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Local Government's compliance with this provision. The Local Government must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Local Government staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.4. **Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies.

18.5. **Federal Funding Accountability and Transparency Act (FFATA)**

18.5.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

a. Reporting of Total Compensation of the Local Government's Executives.

b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:

i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
- 18.5.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 18.5.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.
- 18.5.4. The Local Government will obtain a Unique Entity Identifier number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each Project.
- 18.5.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

City of Fergus Falls

Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

SAMPLE RESOLUTION FOR AGENCY AGREEMENT

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the **local agency** to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the * (Mayor/Chairman) and the * (Clerk/Auditor) are hereby authorized and directed for and on behalf of the **local agency** to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. **XXXXXXX**", a copy of which said agreement was before the City Council/County Board and which is made a part hereof by reference.

Titles of persons authorized to sign on behalf of the Local government

SAMPLE CERTIFICATION

STATE OF MINNESOTA

CITY/COUNTY OF _____

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by local agency name at a duly authorized meeting thereof held on the ____ day of _____, 20____, as shown by the minutes of said meeting in my possession.

Clerk/Auditor

Notary Public

My Commission expires _____

(SEAL)



Council Action Recommendation

Page 1 of 2

Meeting Date:

January 11, 2023 – Committee of the Whole
January 17, 2023 – City Council

Subject:

PI 5314 – Union Avenue from Fir Avenue to Lincoln Avenue, Lincoln Avenue from Union Avenue to Friberg Avenue, Resurfacing Project
State Transportation Improvement Program (STIP) SFY 2022 (MSAS 104, 109)

Recommendation:

- Motion to pursue Option No. 2 in final bidding documents

Background/Key Points:

About a month ago, I requested authorization to re advertise for bids and noted a few bid document revisions that were made since the last bidding attempt in efforts to receive a lower price. Based on post bid discussion with the contractors it was evident paving around the existing street pavers on Lincoln Avenue, while protecting them, was perceived as time consuming, high risk, and expensive. Therefore, the bid documents were revised to include an Alternate bid consisting of the removal of the deteriorated street pavers (with concrete border) and installing a full bituminous street section. This type of replacement is proposed at each intersection along Lincoln Avenue from Union to Cascade Street. I also had noted the State has not fully consented to this particular Alternate bid method yet.

Based on recent feedback from the State it appears the alternate bid method is not pre-approved by Federal Highway Administration (FHWA). Either/Or (alternate) bidding is considered by the FHWA as a form of 'shopping' instead of seeking the lowest possible bid for a complete project, and therefore not allowed without seeking permission through FHWA and submitting proper documentation as to why this method should be used. The permission and documentation would need to be firstly approved by consensus with the District State Aid Engineer and the State Aid Engineer in Central Office before being forwarded to the FHWA office in St. Paul for their consideration.

In my opinion and others from the State, this approval process could be extremely time consuming. Because of this, I have two (2) options for this Council to consider so the final bid documents can be completed and sent to the State for final approval. Please refer to the attached Lincoln Avenue intersection exhibits and description of each type of work. Based on current cost estimates, Option No. 2 appears to be less expensive (25k) than Option No. 1 that was previously bid. I also believe Option No. 2 will provide longer pavement longevity because a new full pavement section will be constructed versus only the top 2-inches (resurfaced) with Option No. 1. Although the existing street pavers are an aesthetic feature constructed decades ago, the associated maintenance for pedestrians and City staff during snow removal operations has been problematic.

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) subject to change based on bid prices.

State Aid Share: 20-percent construction, 100-percent for engineering design and contract administration

Originating Department:

Engineering Department

Respectfully Submitted:

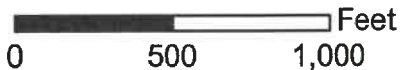
Brian Yavarow, P.E. – City Engineer

Attachments:

PI 5314 – Project Location Map

PI 5314- Alternate Bid Exhibit

Otter Tail County

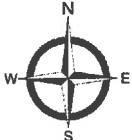


- Project Area
- Roads
- Railroad
- Water
- Parcels

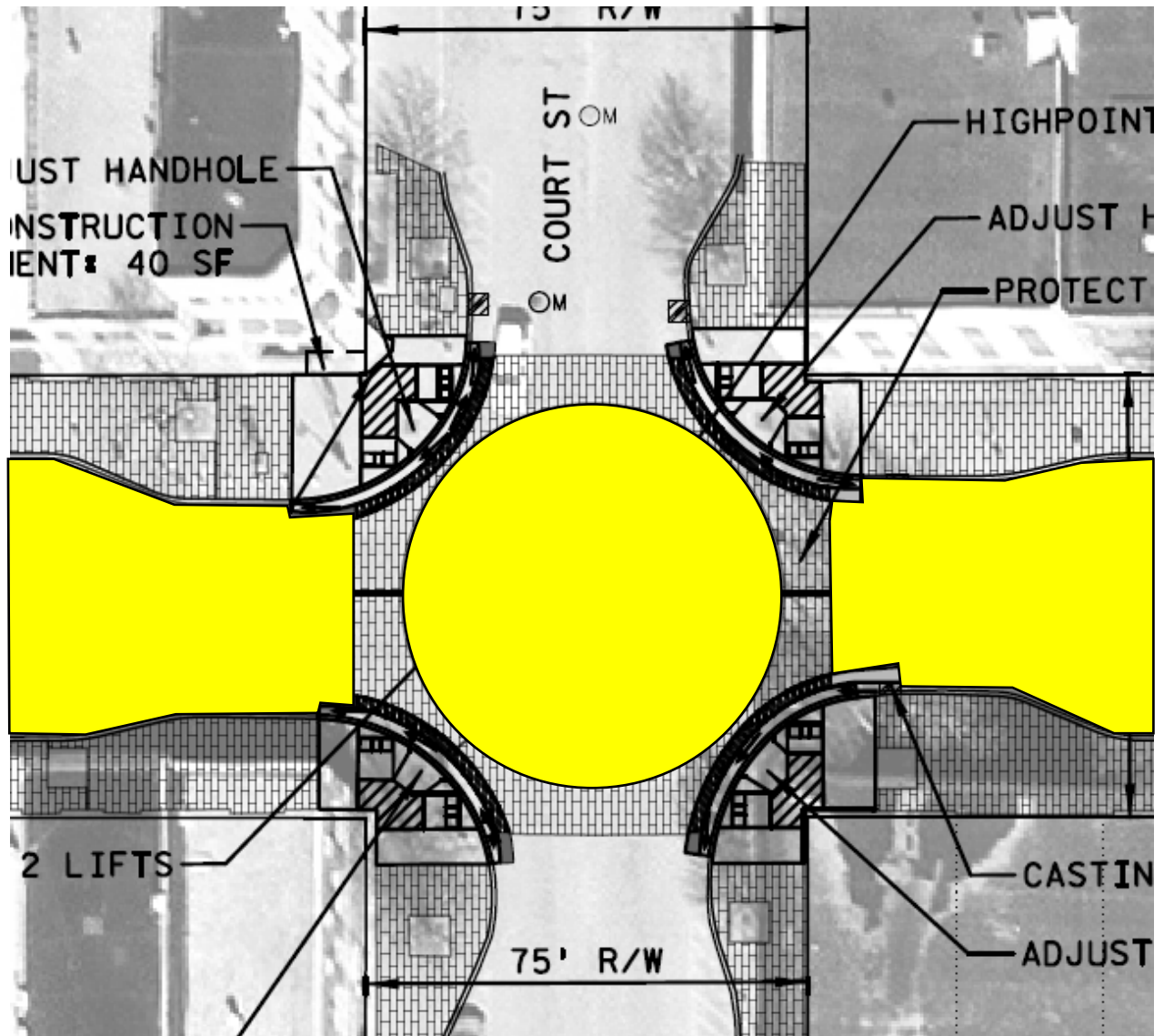


PROJECT AREA FERGUS FALLS, MINNESOTA

Created By: LH Date Created: 06/15/21 Date Saved: 6/15/2021 Date Plotted: Date Exported: 6/15/2021
Plotted By: luke.henderson Parcel Date: County 2021 Aerial Image: N/A Elevation Data: N/A
Spatial Reference: NAD 1983 HARN Adj MN Ottertail Feet
W:\MN_Regional\MN_SiCloud\GIS_SiCloud\Projects_GIS\21702_Fergus_Falls_Lincoln_Union\21702\21702.aprx

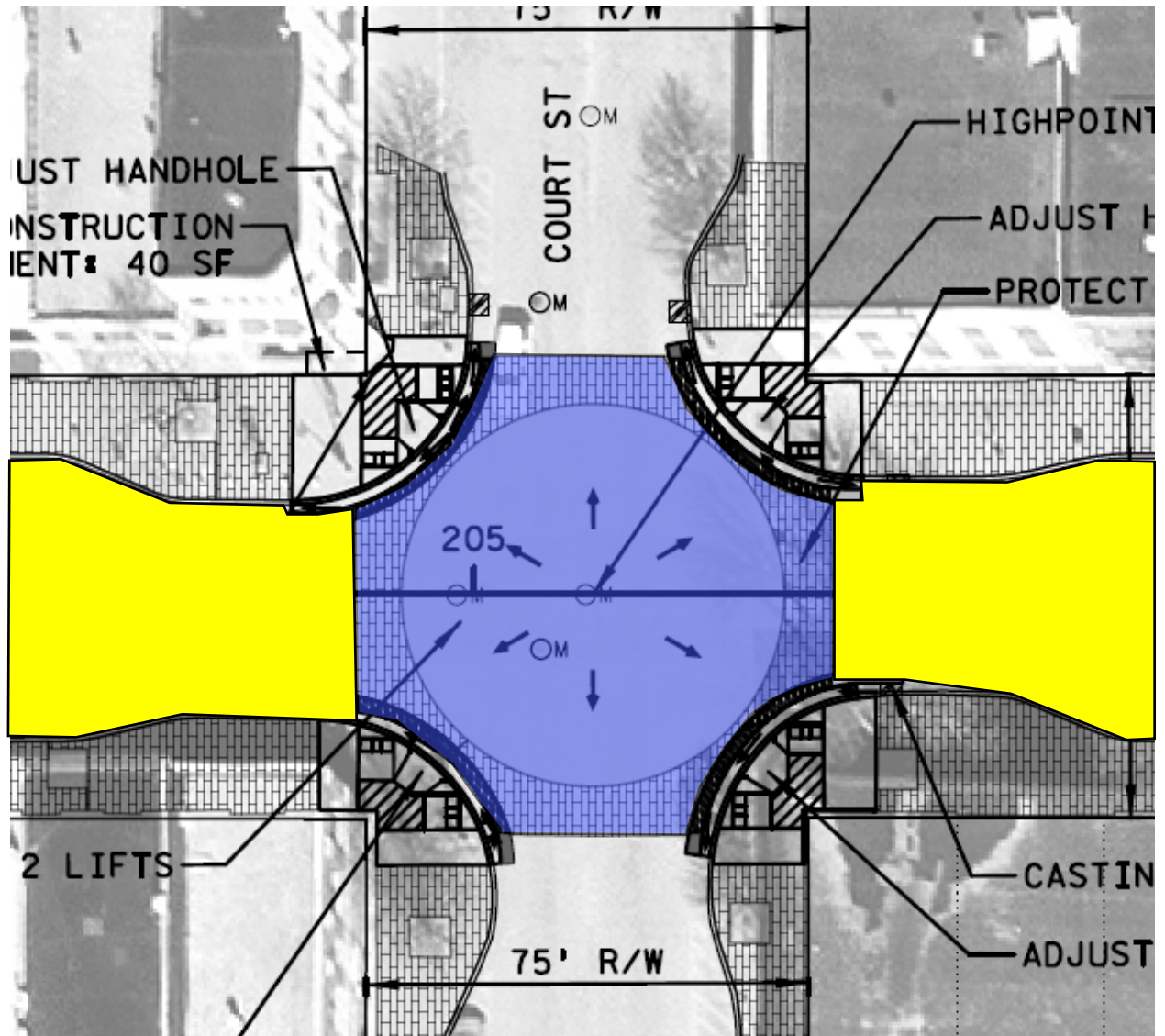


OPTION No. 1



Mill & resurface area shown in 'yellow' and leave existing street pavers in place. Previously bid as shown.

OPTION No. 2



Mill & resurface area shown in 'yellow'. Remove all street pavers with concrete ribbon and bituminous in area 'Blue' and construct full depth bituminous based with final wearing lift during resurfacing process.



Council Action Recommendation

Page 1 of 2

Meeting Date:

January 11, 2023 – Committee of the Whole
January 17, 2023 – City Council

Subject:

PI 9504 – Aquatic Center Improvement Project

Recommendation:

- Resolution accepting JLG Architect's professional services proposal for design development, final design, and construction administration in the amount of \$681,820.00

Background/Key Points:

Since the voters approved the local option sales tax projects (Aquatic Center and Delagoon Improvements) last fall, I have procured a professional services proposal from JLG Architects for the Aquatic Center project. For informational purposes, JLG Architects acquired the 292 Design Group that assisted with the Aquatic Center Study update presented and accepted by the City Council in August 2022. JLG Architects is a reputable firm qualified for projects such as this. JLG is proposing to work with the same subconsultants utilized during the recent update. JLG's experience, project understanding, and City goals can be reviewed in the attachment.

If this proposal is acceptable, I would initiate the Design Development (DD) phase right away with staff and volunteers. At the conclusion of the DD phase, final design and the bidding documents phase would then start. Advertising for bids anticipated in late June or July, 2023. If favorable bids are received and accepted, construction could begin late summer and completed summer of 2024.

Budgetary Impact:

The local option sales tax to publicly finance the project bonds is the current funding mechanism. Presently, the City has the legislative authority for a \$7.8 million dollar Aquatic Center improvement however, the recently updated total estimated project cost is \$9.5 million dollars. The legislative request to increase the local option sales tax collection to fully fund this project is anticipated to occur in May, 2023. Because this pending action is unknown, I requested JLG to revise their professional services proposal to accommodate for this aspect in efforts to start final design in the next few months.

By chance if the City is not successful with the legislative request approval, bid alternates will be identified during the final design phase and incorporated into the bidding documents as deductions to align with the current authorized \$7.8 million dollar budget. Although I believe legislative approval will happen, this is the most reasonable approach with alternates given the current circumstances.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. – City Engineer

Attachments:



**FERGUS FALLS AQUATIC CENTER
PROPOSAL FOR DESIGN, ARCHITECTURE, AND ENGINEERING SERVICES**

CITY OF FERGUS FALLS
JANUARY 5, 2023



You want a state-of-the-art aquatic center to add a new, safe recreational opportunity to welcome all ages with a variety of activities. Our team's thorough studies have already helped you discover the wants and needs of your community. We are excited to provide a plan for us to move forward with you in design and construction!



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

Dear Mr. Yavarow,

JLG Architects is pleased to submit our proposal to the City of Fergus Falls. We appreciated the opportunity to work on your 2022 aquatics study; we are thankful for this upcoming opportunity and offer our qualifications for the Center's design and construction.

The principals and staff of JLG Architects have helped many communities meet their residents' needs by creating new and exciting facilities—social, health, wellness, and recreation—that serve people of all ages, abilities, and interests. Through these projects, we have learned the importance of working closely with members of the community, city staff, and city leadership, along with the need for community facilities to perform at the highest possible level as a great resource to the people they serve.

JLG has worked with cities in Minnesota and surrounding Midwest states to renovate, design, and construct both current and new aquatic centers. Examples of our work include, outdoor aquatic facilities in St. Paul, Anoka County, Chaska, and Coon Rapids, along with the North Dakota cities of Bismarck, Williston, and Medora.

JLG is joined by our longstanding partners in recreational and aquatics projects to assist you: Bolton & Menk, Reengineered, and Nelson Rudie & Associates; the same team that provided your aquatics study. We are a strong team that has collaborated on numerous aquatics projects similar to yours in both schedule and complexity.

Our team is ready and excited to start on your important project. Each team member is committed to providing the City of Fergus Falls with the personal dedication it deserves. We will work collaboratively with staff and other project stakeholders, leading you through a rigorous, thoughtful, and thorough design and construction process.

We appreciate the opportunity to submit our proposal of qualifications and look forward to discussing how we can assist you in this significant effort.

Sincerely,

Tom Betti, AIA, NCARB | Principal-In-Charge, Point-of-Contact
612.902.8095 | tbetti@jlgarchitects.com

Kent Louwagie, PE | Civil Engineer
320.231.3956 | kent.louwagie@bolton-menk.com



FIRM INFORMATION

Build Something Great

You want an outdoor aquatics facility that provides the recreational and educational outlet your community desires while capitalizing on the benefit to the surrounding neighborhood and broader region. For the past 33 years, JLG has been helping clients like you build – not just buildings – but programs and spaces that support your efforts to build a thriving community.

Over the last decade, the definition of a healthy community has evolved, and with it, the ways communities like yours deliver services, programming, and advocacy to help their families live happier and healthier lives. At JLG, we go beyond the building – working as an extension of your community to give you the tools you need to support a healthy and happier lifestyle today and tomorrow. Between JLG and Reengineered, we have experience with over 800 aquatics facilities and deeply understand what it takes to design success for you. With 95+ multi-purpose recreation and wellness complexes in design or construction across the United States, and hundreds more in our portfolio, JLG steps out of preconceived notions of sport and recreation complexes. We create spaces that engage, excite, and provide the lowest long-term costs to the community. In the same way that city planners are committed to providing the best possible social experiences for their community members, JLG looks carefully at the entire scope of work and helps define your non-architectural goals in order to provide the most impactful design solution.

JLG is one of the top Sports Facility Firms on *Building Design+Construction's* annual Industry Giants list in the U.S.

About JLG Architects

In 1989, JLG Architects emerged in the Midwest as a two-person firm founded by Gary Johnson and Lonnie Laffen. With a “Design for Life” approach to architecture, their integrity and vision became the firm’s catalyst for national growth in leadership, peer education, and client connectivity.

For the past three decades, JLG has worked alongside the best clients to help them go beyond the building – to connect communities, to elevate public service, and to build programs and organizations that have never been seen before.

Our clients love us, not only because we bring the best meeting snacks, but because we work as an extension of their internal team, bringing the type of passion, understanding, and intelligent ideas that deliver long-term, strategic solutions. We love our clients because they allow us to elevate what it means to provide value; to collaborate in ways that increase well-being, brands, and bottom lines; to create communities that thrive and environments that inspire; and do it all within responsible budgets.

42+
RECREATION AWARDS

With over 42 recreational design awards, we are committed to raising the bar and elevating expectations

<1%
DESIGN CHANGE ORDERS

On average at JLG – the national average is 2-5%

\$47M
EST. ENERGY SAVINGS

In potential energy costs on over 300 projects by using energy reduction building strategies that align with our 2030 Carbon Neutral commitment

GOOD DESIGN & GOOD SENSE

JLG lives and breathes design excellence, making it our priority at every level, and within every role. **We use innovative design to generate solutions that solve problems and prepare our clients for the future.** Function is the baseline; form is what lifts the spirit and elevates the experience.

RAISE THE BAR, NOT THE BUDGET

Our clients’ budgets are as intertwined in our design solutions as the architecture itself. We work closely with our clients to create value-driven “experiences” that are regularly cost-checked by our in-house cost estimating team. **Led by JLG’s Director of Construction Services, this group averages less than 1% under budget on thousands of projects over 33 years.**

POSITIVE PERFORMANCE

At JLG, we do more than merely follow sustainable design certification systems like LEED. We advance comprehensive sustainability by addressing Personal Well-Being, Positive Performance, and Financial Prosperity. We are explorers driven to discover, looking for new insights that support your own operational well-being needs. **We create solutions that meet our clients’ goals while potentially lowering operation costs and designing flexible, resilient buildings that last well into the next generation.**



Consultants

BOLTON & MENK, INC. | CIVIL, STRUCTURAL & LANDSCAPE



We believe all people should live in safe, sustainable, and beautiful communities, and we take pride in our ability to make that happen. It's why we get out of bed every morning.

Our commitment to communities began in 1949 with two hard-working Midwesterners – John Bolton and Martin Menk. They saw people in their surrounding communities who had dreams of a bright future, a desire to grow, and a common challenge of aging infrastructure. John and Martin's goal was to help communities make progress by listening to what people want, finding the best solutions for their needs, and treating them right. Their legacy lives on. We still want to help, we work hard every day, and we always remember what got us here – we're people helping people. Today, Bolton & Menk, Inc. has more than 650 employees, including a professional staff of more than 250 engineers, planners, landscape architects, and surveyors.

We specialize in providing public infrastructure solutions. We take care of our clients by providing the best services and solutions for them. From advocating for our communities to designing their dreams to finding funding; we take pride in our work because we live in these same communities. We believe in the power of face-to-face meetings, friendly conversations, and collaborative decision-making to keep your projects on schedule, within budget, and focused on real, workable solutions.

We promise every client two things: we'll work hard for you and we'll do a good job. We take a personal interest in the work being done around us. At the end of the day, we're Real People offering Real Solutions.



NELSON-RUDIE & ASSOCIATES | MECHANICAL & ELECTRICAL

Nelson-Rudie & Associates, Inc. (Nelson-Rudie) is a 100% employee-owned consulting engineering firm offering structural, mechanical, electrical, and refrigeration services to public and private clients throughout the United States and Canada. Our clients are architects, building owners, developers, and general contractors. We have built a solid foundation working on nearly all building and project types varying in size and complexity. You will find evidence of our work across the country, from ice rinks and aquatic facilities to medical clinics, senior housing campuses, retail stores, and office buildings.

Our services are provided primarily for conventional design-bid-build and design-assist project delivery. We have extensive experience working with owners and architects on prototypical projects, including well-known national retail and grocery stores, pharmacies, restaurants, and convenience stores with gas stations. Our focus is to build exceptional teams to deliver our clients projects that are seamless, on time, and on budget. We are service-oriented, offering the personal involvement of our principals on every project.

Nelson-Rudie was founded by Dennis Nelson and Scott Rudie in 1976. Today, our Minneapolis-based company has grown to more than 60 employee-owners with professional engineers licensed in all 50 states, the District of Columbia, and five Canadian provinces, all committed to successful collaborations with our clients.



REENGINEERED, INC. | AQUATIC CONSULTANT

Reengineered provides aquatic consulting services to private and public entities with projects ranging from hotel pools to municipal aquatic centers and waterparks. Services include items such as Facility Assessments, ADA Compliance Services, Grant Preparation, design, construction management and inspection, commissioning, LEED certification and troubleshooting.

Reengineered's name represents the underlying company philosophy of evaluating the traditional or standard and discovering a way to improve it. Through constant application of that philosophy, Reengineered maintains exceptional customer service and quality of work. The success of your project is the success of Reengineered.

700+
AQUATICS PROJECTS

Totaling \$200 million in project value.

<1%
DESIGN CHANGE ORDERS

Falling well below 1% total design change orders – Reengineered maintains the Client's goals and values as top importance.

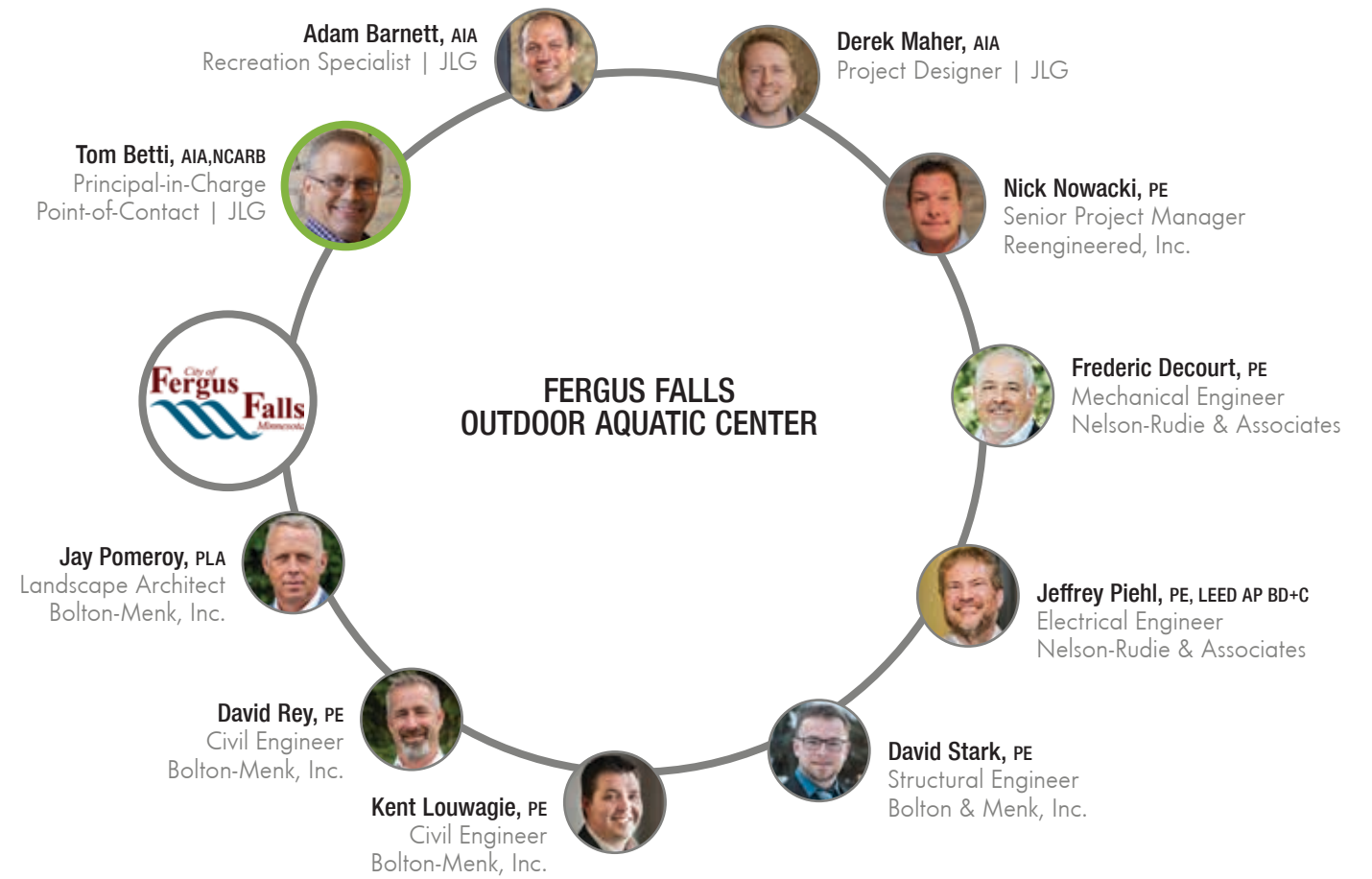
>10%
COST SAVINGS

Greater than 10% in construction cost savings compared to similar competitor's designs.

PROJECT TEAM



Team Organization





TOM BETTI
AIA

**Principal-in-Charge
Point-of-Contact**
JLG Architects
Registered Architect: MN #44897
35 Years Experience

Tom will coordinate the design team to ensure that the project meets its budget and schedule goals.

With over 35 years of regional and national expertise in sports and community-based projects. Tom’s exceptional leadership extends from pre-design and facility planning to full design, project management, code reviews, and construction contracts that streamline the design process for resilient environments. With many relationships 20+ years strong, he commits to long-term client success, creating energized environments that quickly respond and adapt to the future needs of spectators and participants. His award-winning projects span the country, integrating specialized knowledge in aquatic and ice planning studies, ground-up design, adaptive reuse, and renovation of multi-sheet arenas and multi-purpose sports and entertainment facilities.

SELECT EXPERIENCE

- Fergus Falls Aquatic Center Study; Fergus Falls, MN
- Community Event Center; Elk River, MN
- Hill-Murray School Multi-Sport Stadium; Maplewood, MN
- Community Center Renovation; Shakopee, MN



ADAM BARNETT
AIA

Recreation Specialist
JLG Architects
Registered Architect: MN #50657
13 Years Experience

Adam guides the design team to create a balanced facility for efficiency and “sweat equity” design.

A Recreation Specialist at JLG, Adam received a Master and Bachelor of Architecture, as well as a Bachelor of Science in Environmental Design, from North Dakota State University in 2010. In the last five years Adam has been the lead project manager on multiple Sports and Recreation projects at JLG, including the Rough Rider Event Center, Watertown Community Center, and the Elk River Community Center. As JLG’s resident wellness and recreation architect, Adam balances a technical understanding of how a sports complex operates efficiently with a “sweat-equity” design sensibility to create design solutions that engage and excite. Adam was recognized as a top 20 Under 40 by the Alexandria Lakes Area Chamber of Commerce in 2016 and is a member of the AIA Leadership Program.

SELECT EXPERIENCE

- Watertown Community Recreation Center; Watertown, SD
- Rough Rider Event Center; Watford City, ND
- Scheffer Community Recreation Center; St. Paul, MN
- Elk River Community Center; Elk River, MN



DEREK MAHER
AIA

Project Designer
JLG Architects
14 Years Experience

Derek works with the client, user groups, and design team to provide a functional, spatial, and economical solution.

Derek has been designing recreational facilities of various sizes and functions for nearly a decade; everything from modest exercise studio additions, to auditoriums, to large scale aquatic centers and multi-discipline sports complexes. He will work closely with the client by pairing previous experience with the unique vision of Fergus Falls to arrive at a design solution tailored to the specific needs of the community. As a Project Designer at JLG, Derek is a registered Architect and current member of the American Institute of Architects. Derek will be the lead designer for your aquatic center, working in tandem with user groups representing the needs of the community, along with team members to create a thoughtful, integrated, site specific building that directly reflects and gives form to your goals and aspirations.

SELECT EXPERIENCE

- Fargo Sports Complex; Fargo, ND
- Rogers Activity Complex; Rogers, MN
- Cook County YMCA; Grand Marais, MN
- Alexandria YMCA addition; Alexandria, MN
- Rough Rider Event Center; Watford City, MN



NICK NOWACKI
PE, LEED AP

Aquatic Engineer
Reengineered, Inc.
Professional Engineer: MN #45785
15 Years Experience

Nick will program the aquatics and gain consensus with the team as the project is outlined.

Nick is the owner and general manager of Reengineered, Inc. He is a licensed civil engineer with specialty experience in the design, engineering, and project management of aquatic facilities. He has provided project management and design services for nearly 150 aquatic projects, ranging from single hotel pools to complex municipal aquatic facilities. He is a Certified Aquatic Facility Operator (AFO) and Certified Pool Operator (CPO). His reputation within the industry and experience in aquatic design is proven by his years and diverse project experience. As a results-driven, enthusiastic, and personable engineer, Nick’s commitment to the client helps ensure customer satisfaction.

SELECT EXPERIENCE

- Fergus Falls Aquatic Center Study; Fergus Falls, MN
- Community Center Renovation; Shakopee, MN
- Como Regional Park Pool; St. Paul, MN
- St. Paul Tennis Club; St. Paul, MN
- Lifetime Athletic Facilities; National coverage
- Plainview Municipal Pool; Plainview, MN



FREDERIC DECOURT
PE

Senior Mechanical Engineer
Nelson-Rudie & Associates
Professional Engineer: MN #42801
32 Years Experience

Frederic will coordinate mechanical, plumbing, and automatic control systems for this project.

Frederic is a licensed professional engineer with more than 32 years of experience in mechanical engineering. He is a principal and leads a variety of challenging mechanical engineering projects as well as the company’s technology operations. Frederic designs mechanical systems for recreational facilities, including aquatic centers and ice arenas, schools, municipal and office buildings, and medical clinics as well as central chilled water and heating plants. He also has extensive expertise in energy analysis of all building types and sizes.

SELECT EXPERIENCE

- Bunker Beach Pool Replacement; Coon Rapids, MN
- Como Regional Park Pool; St. Paul, MN
- Stewartville Area Family Aquatic Center; Stewartville, MN
- St. Paul Tennis Club; St. Paul, MN
- Sebecker Park Pool Improvements; St. Cloud, MN
- Community Center Renovation; Shakopee, MN
- FOSS Swim Schools; Midwest Region
- Phillips Aquatics Center; Minneapolis, MN



JEFFREY PIEHL
PE, LEED AP BD+C

Chief Electrical Engineer
Nelson-Rudie & Associates
Professional Engineer: MN #43926
26 Years Experience

Jeffrey will be responsible for the electrical, power, lighting, and special protection systems.

Jeff is a licensed professional and LEED accredited professional with more than 26 years of experience in electrical engineering. He is a principal and chief electrical engineer overseeing all electrical projects. Jeff’s project work spans recreational facilities including aquatic centers and ice rinks, schools, municipal and office buildings, manufacturing facilities, medical clinics and retail stores.

SELECT EXPERIENCE

- Bunker Beach Pool Replacement; Coon Rapids, MN
- Como Regional Park Pool; St. Paul, MN
- St. Paul Tennis Club; St. Paul, MN
- Community Center Renovation; Shakopee, MN
- FOSS Swim School; Midwest Region
- Phillips Aquatics Center; Minneapolis, MN
- Bergen Plaza Landlord Improvements; Oakdale, MN
- Apple Valley Pool & Park Building Study; Apple Valley, MN



DAVID STARK
PE

Structural Engineer
Bolton & Menk, Inc.

Professional Engineer: MN #52632
13 Years Experience

David will design and document sound, economical structural systems to achieve your goals.

David is responsible for the design and preparation of final construction plans, specifications, and structural assessment reports for a variety of structural projects. These projects range from municipal buildings and environmental structures to new construction and renovation of existing structures. David also has extensive experience working alongside and coordinating with other professionals, including architects and mechanical and electrical engineers. He chose structural engineering because of his fascination with constructing buildings. David comes from a family of general contractors and always wanted to know why the structures they built worked.

SELECT EXPERIENCE

- Fergus Falls Aquatic Center Study; Fergus Falls, MN
- Downtown Riverfront Improvements; Fergus Falls, MN
- Downtown Riverfront Improvements Phase 2; Fergus Falls, MN
- Public Works and City Hall Improvements; Silver Bay, MN
- New Hangar Design OWA Airport; Owatonna, MN
- Power Generation Plant Phase 2; Litchfield, MN



DAVE REY
PE

Principal Civil Engineer
Bolton & Menk, Inc.

Professional Engineer: MN #40180
28 Years Experience

Dave will support and be responsible for day-to-day work on the civil site design and delivering documents.

Dave specializes in the development of public, private, and government facilities. As part of his responsibilities, Dave frequently coordinates his design efforts with various agencies including city, county, watershed districts, soil and water conservation districts, and state agencies. Dave is proficient at large-scale site development, including public works facilities, police stations, fire stations, city halls, healthcare facilities, school campuses, churches, and recreational facilities. His site design expertise includes grading and drainage plans, low impact design (LID), traffic flow and routing, infrastructure planning and design, stormwater management, and pedestrian circulation. Dave puts an emphasis on client relationships and is always looking out for their best interests.

SELECT EXPERIENCE

- Fergus Falls Aquatic Center Study; Fergus Falls, MN
- City Hall; Cottage Grove, MN
- White Bear Lake Public Safety Additions and Renovation; White Bear Lake, MN
- New City Hall; Virginia, MN



KENT LOUWAGIE
PE

Civil Engineer
Bolton & Menk, Inc.

Professional Engineer: MN #44252
22 Years Experience

Kent will be responsible for the coordination of the civil site design, including water and street accessibility.

Kent began his engineering career with Bolton & Menk in 2001. Over the years, he has gained extensive experience in infrastructure reconstruction projects, specializing in using a variety of funding sources. He oversees project administration from conception through construction. Every project poses unique challenges, and Kent enjoys developing solutions to those challenges to deliver a successful project for our clients.

SELECT EXPERIENCE

- Fergus Falls Aquatic Center Study; Fergus Falls, MN
- Downtown Riverfront Improvements; Fergus Falls, MN
- Downtown Riverfront Improvements Phase 2; Fergus Falls, MN
- Union Avenue Mill & Overlay; Fergus Falls, MN
- Delagoon Park Improvements; Fergus Falls, MN
- CentraCare Hospital Addition Improvements; Long Prairie, MN
- CSAH 56 & CSAH 38 Improvements; Long Prairie, MN
- Street & Utility Improvements; Browerville, MN
- TH 71 Improvements; Browerville, MN



JAY POMEROY
PLA

Landscape Architect
Bolton & Menk, Inc.

Landscape Architect: MN #23543
34 Years Experience

Jay will be responsible for site design and planning, working closely with the team in technical management.

Jay's areas of expertise include landscape architecture, athletic complex design, school site design and campus renovation, municipal park improvements, and project management. He has extensive knowledge of complex site design with specific emphasis on high-performance ballfields. Jay has always loved how parts of the natural and built environment can come together to form creative and functional spaces. He has a proven ability of working with steering committees and advisory groups to identify and prioritize short- and long-range goals and collaborates regularly with architects and civil, mechanical, electrical, and environmental engineers.

SELECT EXPERIENCE

- Fergus Falls Aquatic Center Study; Fergus Falls, MN
- Two Rivers High School Aquatics Center; Mendota Heights, MN
- Saint John's University Gagliardi Field & Dome Support Building; Collegeville, MN
- Braemar Athletic Complex, Rink & Dome; Edina, MN
- Elk River Ice Arena & Softball Complex; Elk River, MN



RELATED EXPERIENCE



Bunker Beach Pool Replacement

COON RAPIDS, MINNESOTA

A water park and wave pool renovation that eliminated costly maintenance while providing an upgraded experience with inclusive, family-friendly amenities.

In June of 2021, the newly rebuilt Bunker Beach Wave Pool opened for the season, featuring a \$6.5 million-dollar renovation and heated water for the first time in its 33-year history. Located in Coon Rapids, MN, Bunker Beach is a 10-acre hot spot within the 1,700-acre Bunker Hills Regional Park, owned by Anoka County Parks and Recreation. The water park's wave pool had been one of the most sought-after attractions, but over three decades, its deteriorating infrastructure and frequent maintenance prompted a replacement. During the pandemic shutdown, Anoka County saw a prime opportunity that would give JLG's Tom Betti and contractors time to redesign and replace the old wave pool, reinforcing its surrounding attractions while adding a new maintenance building and expanded parking. The park's new wave pool was upgraded with four 150-horsepower motors capable of producing nine different wave patterns for up to 1,000 swimmers at a time. Expanding the renovation further, Anoka County was also able to provide a 3,000 SF child-friendly lagoon and a new 1,760 SF building to house four family changing restrooms, one lactation room, rental lockers, merchandise, and tube rentals. While upgrading a popular attraction, Anoka County eliminated costly maintenance and gave its 120,000 summer visitors a unique water park experience with inclusive, family-friendly amenities.

Completion Date
2021

Square Footage
1.75 Acres

Cost Information
\$6,100,000

Client Reference
Mr. Jeff Perry
jeff.perry@co.anoka.mn.us
612.598.1992



Bismarck Parks & Rec Hillside Pool

BISMARCK, NORTH DAKOTA

The beloved Hillside Pool was returned to its former glory and improved for a new generation of community members.

Hillside Pool first opened in 1953 and offered open community/meeting rooms on the upper level with enclosed changing rooms for boy and girls on the lower level. This jewel of Lions Hillside Park was enjoyed by thousands of patrons and became even more popular when a large waterslide was added. However, by 2008, the slide had deteriorated and was removed. In addition, the building lacked accessibility, finishes were in poor condition, and the pool had developed mechanical and physical issues that required considerable repair or replacement. JLG's plan updated the facility to return it to its glory as the epicenter of summer fun in Bismarck.

The new accessible community room received updated finishes and a large glass wall that created a vibrant and open space for various events. The locker rooms were also redesigned to create a better flow between lockers, restrooms, and showers. Finally, Hillside Pool received an array of new features, including multiple water slides to create an exciting and active environment for patrons of all ages.

Completion Date
2015

Square Footage
17,000 renovation

Cost Information
Construction Cost: \$4,218,597

Design Award
Golden Egg Award, NDRPA



Como Regional Park Pool

ST. PAUL, MINNESOTA

This project was driven by the goal to revitalize the Park while serving the surrounding community with a Class A outdoor aquatic experience.

The City of St. Paul contracted with the team to conduct a needs assessment and feasibility study for the Saint Paul Aquatic Program. The study encompassed demographic profile analysis of four neighborhood pool locations: Como Park, Highland Park, Oxford, and Lake Phalen. Work also included a community-wide survey, an inventory of alternative recreation service providers in the area, program development and conceptual designs, preliminary project cost estimates, and operations analysis. Based on the study, the Como Park Pool was selected as the first project to be built. The new work replaces a worn-out, condemned pool and bathhouse. It's designed to be a family aquatic experience that serves the wider regional community, complementing other amenities located in Como Park. The complex includes a new bathhouse with family, men's, and women's locker rooms, concessions, support offices, and ticket sales. The pools include a lazy river, splash pool, lap pool, zip-line, and natural-themed climbing walls and diving platforms. This project is an excellent example of a community determining its recreation needs through the use of a feasibility study which then became reality.

Completion Date
2012

Square Footage
92,000 SF of aquatic and bathhouse facilities

Cost Information
\$6,000,000

Delivery Method
CMAR

Client Reference
Brian Murphy, St. Paul Parks & Recreation Dept.
bryan.murphy@ci.stpaul.mn.us
651.266.6411

St. Paul Tennis Club

ST. PAUL, MINNESOTA

Re-use of an existing neighborhood tennis club site to create a new tennis and aquatic center that meets the needs and desires of its members.

The St. Paul Tennis Club is a private neighborhood club that was founded in 1912. The design team worked with club members to design a new contemporary clubhouse that retained the quiet, understated presence and spirit of their original facility. The resulting new facility includes a 25-yard pool; tennis courts; a clubhouse with community meeting space and a rooftop deck; and a bathhouse with lockers, toilets, and showers. The scale of the clubhouse is such that the building blends into the surrounding residential neighborhood. Quiet outdoor spaces, which are so important to the membership, were created near the building's main entry and community room.

Completion Date
2018

Square Footage
25-yard pool

Cost Information
\$1,050,000

Delivery Method
Design-Bid-Build

Client Reference
Eduardo Barrera
eduardo.barrera@comcast.net
651.238.7659



Williston Community Outdoor Pool Pre-Design

WILLISTON, NORTH DAKOTA

A multi-purpose outdoor aquatics and recreation center analysis and pre-design that meets the region’s growing demand for swimming lessons, outdoor recreation, and community gatherings on one unified site.

The closing of the Eckert outdoor pool at Davidson Park marked the closing of the only outdoor pool in the rapidly growing community of Williston, ND. Even with new indoor aquatics at the Williston Area Recreation Center, the amenities were insufficient in meeting community needs. The team worked together in creating 3D imagery and a fundraising booklet to help generate interest and kick-start donations, buy-ins, and pledges that would fund a site analysis and budgeting information to prove the feasibility of the project. JLG was also able to solicit input from local stakeholders and review comparable facilities to ensure the project would be right-sized for the community’s needs. Fundraising efforts went according to plan, setting the pace for a pre-design that includes varied aquatics on the same site, from a lap pool to a zero-depth entry pool, lazy river, and waterslides. The plan also worked to help unite the community in support of a single project, maximize dollars, and encourage participation from volunteer groups. Based on community feedback, JLG created a pre-design for a safe, affordable, and world-class outdoor recreation destination for the entire region to enjoy. This project, scheduled for completion in May 2024, brings outdoor aquatics back to Williston while fulfilling a widely held desire for more outdoor gathering and recreation space, fostering well-being across the community and surrounding region.

Completion Date
Estimated 2024



Point to Point Park Pool

MEDORA, NORTH DAKOTA

Nestled in the Badlands of Medora, the new lazy river and pool provide a safe and family-friendly destination for all ages to have fun and relax.

What was once open land beside the Badlands Motel has been transformed into an adventure-packed recreation destination. Nestled among the hills in Medora, North Dakota, Point to Park is home to some of the area’s hottest new attractions on a history-rich plot of land. Input gathered from focus groups consisting of younger generations as well as other community members helped to shape the park into a family-centric destination while offering various activities that appeal to what is known as the ‘missing middle’ – a group of people in their teens and their families. The Matt and Joann Butler Foundation generously supported the development by pledging a \$2 Million matching grant which helped to kick-start this vision into reality. Water Technology Inc. and JLG worked together to provide aquatic planning, design, and engineering for the leisure pool which features two aquatic attractions that each support specific user groups.

The zero-depth entry pool is loaded with several interactive water features. Within the leisure pool is one of the park’s most iconic attractions – a 400-foot lazy river known as the “Lazy Lil Mo” River. Guests can meander along or splash and play while seeing bits and pieces of history that represent Theodore Roosevelt capturing the boat thieves in the Badlands. Other new amenities that round out the facility are a brand new mini-golf course, Medora’s own Slant-House, a kid-friendly jump pillow area, Badland’s Zipline Ride, and several shade structures.

“Our goal has always been to connect people to Medora for positive, life-changing experiences,” said Randy Hatzenbuhler, president of TRMF, in a press release. “Point to Point Park is a terrific new way for families to make memories in this wonderful town.”

Completion Date
2022

Square Footage
5,149 new pool

Cost Information
Preliminary Estimate - \$1,300,000
Actual Cost - \$1,527,500

Client Reference
Kinley R. Slauter
kinleys@medora.com
701.623.444 ext. 8817





Williston Area Recreation Center

WILLISTON, NORTH DAKOTA

This Center includes a waterpark with multiple slides, a lazy river, zero-entry splash pool, a fully-accessible instructional pool, a competition swimming and diving pool with spectator seating, and a surf-ready wave pool.

As the largest park district-owned indoor recreation center in the country, the Williston Area Recreation Center (WARC) makes a big impact on a booming community. Located on the Williston State College Campus and partnering with the Williston Park District to attract and retain families, the 236,000 SF recreation facility helps relieve boredom through a multi-activity service offering, including an aquatic center, full-sized tennis courts, four hardwood basketball courts, on-site child sitting, and community meeting places. Natural light fills the prominent aquatic center which is complete with an indoor waterpark with slides, lazy river, zero-entry pool, and a surf-ready wave pool. A fully-accessible instructional pool and 50m competition and diving pool with spectator seating support the community's athletics. A 16,200 SF indoor turf creates a space ideal for soccer, fastpitch and baseball practices, batting cages, and pick-up volleyball games. A six-lane, 200-meter running track surrounds four hardwood basketball courts, which are open to the above fitness track and make up the extensive track and gym area. Recreational areas are complete with golf simulator, racquetball courts, spin room, group exercise classes, and cardio area. With secure on-site child sitting, youth gathering areas, senior social spaces, and technology and flex spaces for any purpose, the WARC was designed and built to suit the needs of the diverse interests and growing population of Williston – all of which were provided under budget and on schedule.

The Williston Area Recreation Center is more than just a fitness facility to the community of Williston. With its intuitive design and approach to the community's current and future needs, the WARC is a building that proves to be a strong investment in the community of Williston's future growth and potential. "Bringing a family to the rec center is like dropping your kids off at Disney," said Larry Grondahl, a former member of the park board. "It's a game changer. ... It's really changed people's outlook on moving here."

Completion Date
2014

Square Footage
234,000 new construction

Cost Information
Construction Cost: \$69,497,881

Design Awards
Merit Award, AIA North Dakota
Golden Egg Award
Star Fund Project of the Year

Client Reference
Darin Krueger, Williston Parks & Rec
701.577.5141

New Ulm Recreation Center

NEW ULM, MINNESOTA

Driven by strong community support, the new recreation center greatly improves access to aquatics programming across the New Ulm community.

As the City of New Ulm's primary facility for health and wellness, the 35-year-old recreation center had been fully utilized as the epicenter for social connectivity. With strong community interest in its continued growth, the City formed the RENU Committee (Reinvest New Ulm). This committee would serve to help develop projects that engage the community and regional partners to expand the impact of their parks and recreation programming. With a design led by JLG, New Ulm conducted community surveys to direct the renovation and expansion of the recreation center. The original plan was to renovate the existing pool and add a waterpark pool and gymnastics facility. After analysis of the conditions and costs to renovate the existing pool, JLG proposed the addition of two new pools and a reconfiguration of the existing pool for a gymnastics facility. The renovated Center now includes a multi-use aquatics park, expanded gymnastics space, enhanced cardio and fitness spaces, new locker rooms, meeting rooms, and an indoor playground. With exciting adventures just around the corner, climbing wall, track, court, playground, and pool, New Ulm Recreation Center is building a stronger, more vibrant community for all generations to enjoy.

Completion Date
2021

Square Footage
80,000

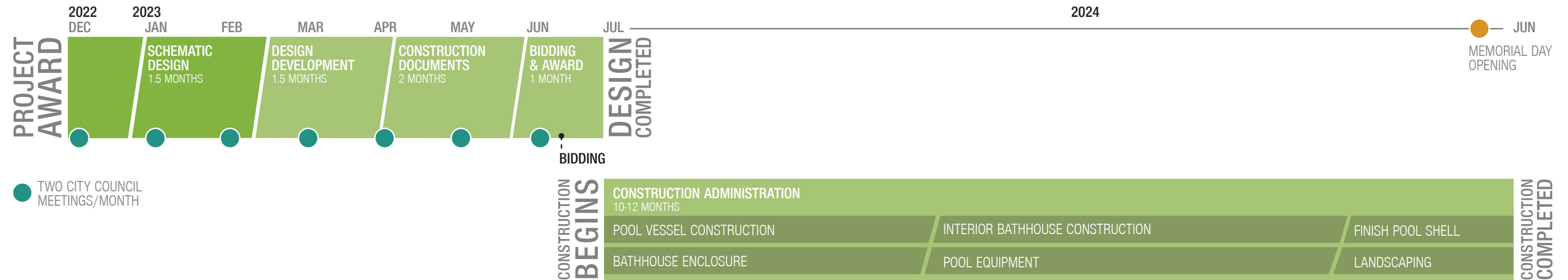
Delivery Method
CMAR

Cost Information
Construction Budget: \$9,500,000

Client Reference
Chris Dalton, New Ulm City Manager
507.233.2112



SCHEDULE & FEE



Design Fee

JLG Architects is pleased to offer design services for architecture, civil engineering, structural engineering, mechanical engineering, electrical engineering, and aquatic engineering for basic services for **8.7% of the cost of the work**. The cost of the work is as identified in the June 2022 Fergus Falls Aquatic Study and is estimated to be \$7,837,000. This value was derived from reducing the FFE allowance of \$425,000.00 from the sub-total construction cost estimate of \$8,262,000.00. If the project budget should significantly change from the estimate above, our compensation would adjust accordingly based on the new construction cost identified after design development. This percentage can then be converted to a fixed fee. The fee breaks down by phase as follows:

BASIC SERVICES

Assuming a construction cost of \$7,837,000.00

Anticipated fee for Basic Services	
\$681,819.00	
Revised %	Revised Fee
10% of fee	\$68,182.00
60% of fee	\$409,091.00
5% of fee	\$34,091.00
25% of fee	\$170,455.00

Design Development

Construction Documents

Bidding

Construction Administration

Note:

If the City desires to "Phase" the project while waiting for legislative approval to raise current local sales tax, approved value of \$7,800,000.00, to \$10,800,000.00, JLG recommends the following approach:

Design entire project and create large deduct alternative bids to lower the project from \$10,800,000.00 to \$7,800,000.00. Alternative items that could reduce the construction budget include:

- Lap Pool
- Slide
- Zero-Depth Play Features
- Alternative Items for Bathhouse

JLG believes these items may approach closing the \$3,000,000.00 gap. The project delivery method described above allows for the design work to proceed, including community engagement efforts, all while safeguarding the City if funds go unapproved by the Minnesota legislature. This approach utilizes the same fee structure outlined above.

Billing Rates

Reimbursable Expenses (Estimated)

\$35,000.00

- Travel Costs
- Consumables & Incidentals
- Required Document Printing

JLG HOURLY BILLING RATES

Title	Hourly Rate
Principal-in-Charge Point-of-Contact	\$380
Recreation Specialist	\$380
Project Designer	\$180

NELSON-RUDIE & ASSOCIATES HOURLY BILLING RATES

Title	Hourly Rate
Principal	\$160 - \$250
Project Manager	\$150
BIM/CAD Manager	\$120
Engineer	\$80 - \$160
Draft / Designer	\$75 - \$120
Administrative	\$75 - \$115

REENGINEERED, INC. HOURLY BILLING RATES

Title	Hourly Rate
Aquatic Engineer	\$160
Project Engineer	\$140
Drafting	\$120

BOLTON & MENK HOURLY BILLING RATES

Title	Hourly Rate
Structural Engineer	\$165
Principal Civil Engineer	\$198
Civil Engineer	\$190
Landscape Architect	\$198

Engineering News-Record
Top 20 Design Firms in the U.S.

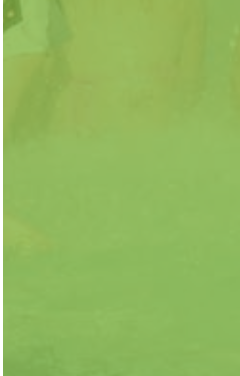
Building Design+Construction
#19 Sports Facility Giants in the U.S.

Great Place to Work Institute
Great Place to Work-Certified™

Construction Specifications Institute
Environmental Stewardship Award



100% EMPLOYEE-OWNED ESOP
jlgarchitects.com





Council Action Recommendation

Page 1 of 1

Meeting Date: 9-28-2022 **Update:** 11-21-22 Update 1-17-23

Subject: MN DOT Boost Grant Grant award notice

Recommendation: Allow staff to submit an application to MN DOT for a grant to install a “Bicycle Playground” at Broadway Park.

Resolve to accept the “Boost” grant from MN DOT’s “Safe Route to Schools” program. The amount applied for is \$19,700, the actual award amount could be different but, it should be in that ballpark.

Background/Key Points: The idea of a Bicycle playground, which is a hard surface (concrete or asphalt) area with painted “roads” and “street markings” designed for bikers to ride on and develop safe bicycle skills, was presented to the Park and Recreation Board late in 2021 and has been under their consideration for the last several months. After reviewing a few locations, Broadway Park (where the skating rink had been) was chosen.

Update: It has now been decided that the location at Broadway Park is better suited to be used for pickleball courts and the tennis courts at Athletic Park could then be converted into a bicycle playground.

The change in these locations is due to the surface of the Athletic Park tennis courts being deteriorated to the point that it is not practical to repair and re-surface it for tennis/pickleball but could be repaired for use as a bicycle playground.

The above grant opportunity (application due Nov. 30) may still be an option to fund the project.

Budgetary Impact: There is no match requirement for this grant opportunity.

No local monetary match is required. Staff time will include labor to fill cracks in the surface and some organization of volunteers. Time spent administering the grant will be minimal as Wayne Hurley from Pedal Fergus Falls/West Central Initiative will be doing the bulk of the grant administration.

Originating Department: Public Works

Respectfully Submitted: Len Taylor

Attachments:

ORDINANCE NO. 34, EIGHTH SERIES

AN ORDINANCE OF THE CITY OF FERGUS FALLS, MINNESOTA, AMENDING CHAPTERS 154.003. 154.033. 154.034. 154.066. 154.068. 154.069, 154.074. 154.100 AND 154.101 OF THE SHORELAND MANAGEMENT OVERLAY DISTRICT OF THE CITY CODE.

THE CITY OF FERGUS FALLS DOES ORDAIN:

Section 1. City Code Chapter 154.003, ZONING MAP AND DISTRICTS, A.(4) *Shoreland management overlay district*, is hereby amended as follows:

A. *General development (GD)*;

General Development Lake Name	DNR Public Waters I.D. #
<i>Lake Alice</i>	#56-867
<i>Opperman</i>	#56-865
<i>Groto</i>	#56-819
<i>Unnamed</i>	#56-822
<i>Unnamed</i>	#56-828
<i>Unnamed</i>	#56-1204
<i>Unnamed</i>	#56-1203
<i>Unnamed</i>	#56-821

B. *Recreational development (RD)*; and

Recreational Development Lake Name	DNR Public Waters I.D. #
<i>Hoot Lake</i>	#56-782
<i>Pebble Lake</i>	#56-829
<i>Wright Lake</i>	#56-783

C. *Natural environment (NE)*.

Natural Environment Lake Name	DNR Public Waters I.D. #
<i>One Mile Lake</i>	#56-817
<i>Chautuaqua</i>	#56-780
<i>Unnamed</i>	#56-815
<i>Unnamed</i>	#56-816
<i>Unnamed</i>	#56-826
<i>Unnamed</i>	#56-827
<i>Unnamed</i>	#56-830

Natural Environment Lake Name	DNR Public Waters I.D. #
Unnamed	#56-831
Unnamed	#56-832
Unnamed	#56-861
Unnamed	#56-863
Unnamed	#56-864
Unnamed	#56-866
Unnamed	#56-1188
Unnamed	#56-1197
Unnamed	#56-1480

D. *Rivers and Streams are classified as follows:*

- (1) Remote rivers;
- (2) Forested rivers;
- (3) Transition rivers;
- (4) Agricultural rivers: Pelican River, Otter Tail River (unless portion otherwise designated within this section).
- (5) Urban rivers; and
- (6) Tributary streams.

Section 2. City Code Chapter 154.033 R-3, MULTIPLE-FAMILY RESIDENCE DISTRICT, (C) *Uses by conditional use permit*, paragraph (2) is hereby amended as follows:

(2) Planned unit development, as provided in §154.034(H) of this chapter; and

Section 3. City Code Chapter 154.034 R-4, MULTIPLE-FAMILY RESIDENCE DISTRICT, (H) *Planned unit developments*, (3) *Administrative procedure*, paragraph (b), the first paragraph, is hereby amended as follows:

(b) If any shoreland is a part of the planned unit development, the general development plan shall be submitted to the City Engineer. The general development plan shall be drawn to scale with topography of a contour interval not great than two feet. The plan shall show:

Section 4. City Code Chapter 154.066, Definitions, the following definitions are amended as follows:

BOATHOUSE. A facility as defined by Minnesota Statutes, Section 103G.245.

PUBLIC WATERS. Any water as defined in Minnesota Statutes, Section 103G.005, Subd. 15, 15a.

SEWAGE TREATMENT SYSTEM. “Sewage treatment system” has the meaning given under Minnesota Rules, part 7080.1100, Subp. 82.

VARIANCE. “Variance” means the same as that defined in Minnesota Statutes, Section 462.357 Subd. 6 (2).

WETLAND. “Wetland” has the meaning given under Minnesota Rule, part 8420.0111.

Section 5. City Code Chapter 154.068, Shoreland Classifications System and Land Use Districts, paragraphs C and D, are hereby amended to read as follows:

C. *Lakes are classified as follows:*

A. *General development (GD);*

General Development Lake Name	DNR Public Waters I.D. #
<i>Lake Alice</i>	#56-867
<i>Opperman</i>	#56-865
<i>Groto</i>	#56-819
<i>Unnamed</i>	#56-822
<i>Unnamed</i>	#56-828
<i>Unnamed</i>	#56-1204
<i>Unnamed</i>	#56-1203
<i>Unnamed</i>	#56-821

B. *Recreational development (RD); and*

Recreational Development Lake Name	DNR Public Waters I.D. #
<i>Hoot Lake</i>	#56-782
<i>Pebble Lake</i>	#56-829
<i>Wright Lake</i>	#56-783

C. *Natural environment (NE).*

Natural Environment Lake Name	DNR Public Waters I.D. #
<i>One Mile Lake</i>	#56-817
<i>Chautauqua</i>	#56-780
<i>Unnamed</i>	#56-815
<i>Unnamed</i>	#56-816
<i>Unnamed</i>	#56-826
<i>Unnamed</i>	#56-827
<i>Unnamed</i>	#56-830
<i>Unnamed</i>	#56-831
<i>Unnamed</i>	#56-832

Natural Environment Lake Name	DNR Public Waters I.D. #
Unnamed	#56-861
Unnamed	#56-863
Unnamed	#56-864
Unnamed	#56-866
Unnamed	#56-1188
Unnamed	#56-1197
Unnamed	#56-1480

D. *Rivers and Streams are classified as follows:*

- (1) Remote rivers;
- (2) Forested rivers;
- (3) Transition rivers;
- (4) Agricultural rivers: Pelican River, Otter Tail River (unless portion otherwise designated within this section).
- (5) Urban rivers; and
- (6) Tributary streams.

Section 6. City Code Chapter 154.069, Zoning and Water Supply, Sanitary Provisions, paragraph B, is hereby amended to read as follows:

(B) *Height of structures.* All structures in residential districts, except churches and non-residential agricultural structures, must not exceed 30 feet in height.

Section 7. City Code Chapter 154.074, Planned Unit Developments (PUDS), is hereby amended in its entirety to read as follows:

(A) *Purpose.* The purpose of the "PUD" Planned Unit Development District is to permit flexibility in the use and design of structures and land in situation where modification of specific provisions of this Ordinance would not be contrary to its intent and purpose or significantly be inconsistent with the planning on which it is based, and will not be harmful to the neighborhood in which the district occurs. The PUD process may allow:

A. *Variety:* Within a comprehensive site design concept a mixture of land uses, housing types, and densities.

B. *Sensitivity:* By departing from the strict application of required performance standards associated with traditional zoning, planned unit development can maximize the development potential of land while remaining sensitive to its unique and valuable natural and scenic characteristics.

C. *Efficiency:* The consolidation of areas for recreation and reductions in street lengths and other utility related expenses.

D. District Integration: The combination of uses which are allowed in separate zoning districts such as:

1. Mixed residential allows both densities and unit types to be varied within the PUD.

2. Mixed commercial, residential, or institutional land use with the integration of compatible land uses within the PUD.

(B) *Types of PUDs permissible.* Planned unit developments (PUDs) are allowed for new projects on undeveloped land, redevelopment of previously built sites or conversions of existing buildings and land in land use districts classified as R-4, Multiple-Residence, only.

(C) *Processing of PUDs.* Planned unit developments must be processed as a conditional use and comply with the provisions of this section in addition to those standards outlined elsewhere in the zoning and subdivision regulations. When there is a conflict in requirements, the more stringent of the requirements shall be applied. An expansion to an existing commercial PUD involving 6 or less new dwelling units or sites since the date this ordinance was adopted is permissible as a permitted use provided the total project density does not exceed the allowable densities calculated in the project density evaluation procedures in Section 10.5. Approval cannot occur until all applicable environmental reviews are complete.

(D) *Application for a PUD.* The applicant for a PUD must submit the following documents prior to final action being taken on the application request:

(1) A site plan and/or plat for the project showing locations of property boundaries, surface water features, existing and proposed structures and other facilities, land alterations, sewage treatment and water supply systems (where public systems will not be provided) and topographic contours at ten-foot intervals or less. When a PUD is a combined commercial and residential development, the site plan and/or plat must indicate and distinguish which buildings and portions of the project are residential, commercial or a combination of the two;

(2) A property owner's association agreement (for residential PUDs) with mandatory membership, and all in accordance with the requirements of this section;

(3) Deed restrictions, covenants, permanent easements or other instruments that:

(a) Properly address future vegetative and topographic alterations, construction of additional buildings, beaching of watercraft and construction of commercial buildings in residential PUDs; and

(b) Ensure the long-term preservation and maintenance of open space in accordance with the criteria and analysis specified in this section.

(4) When necessary, a master plan/drawing describing the project and the floor plan for all commercial structures to be occupied; and

(5) Those additional documents as requested by the city that are necessary to explain how the PUD will be designed and will function.

(E) *Maintenance and design criteria.*

(1) Deed restrictions, covenants, permanent easements, public dedication and acceptance or other equally effective and permanent means must be provided to ensure long-term preservation and maintenance of open space. The instruments must include all of the following protections:

(a) Vegetation and topographic alterations other than routine maintenance prohibited;

(b) Construction of additional buildings or storage of vehicles and other materials prohibited; and

(c) Uncontrolled beaching of watercraft prohibited.

(F) *Open space requirements.* Planned unit developments outside the shoreland management area must contain open space meeting all the following criteria:

(1) At least 40% of the total project area must be preserved as open space;

(2) Dwelling units or sites, road rights-of-way or land covered by road surfaces, parking areas or structures, except water-oriented accessory structures or facilities, are developed areas and shall not be included in the computation of minimum open space;

(3) Open space must include areas with physical characteristics unsuitable for development in their natural state, and areas containing significant historic sites or unplatted cemeteries;

(4) Open space may include outdoor recreational facilities for use by owners of dwelling units or sites, by guests staying in commercial dwelling units or sites and by the general public;

(5) Open space may include subsurface sewage treatment systems if the use of the space is restricted to avoid adverse impacts on the systems;

(6) Open space must not include commercial facilities or uses, but may contain water-oriented accessory structures or facilities;

(7) The appearance of open space areas, including topography, vegetation and allowable uses, must be preserved by use of restrictive deed covenants, permanent easements, public dedication and acceptance or other effective and permanent means; and

(G) *Density Determination for PUDs within the shoreland management area.*

Proposed new or expansions to existing planned unit developments must be evaluated using the following procedures:

Step 1. Identify Density Analysis Tiers. Divide the project parcel into tiers by drawing one or more lines parallel to the ordinary high water level at the following intervals, proceeding landward:

Waterbody Classification	No Sewer (ft)	Sewer (ft)
General Development Lakes – 1st tier	200	200
General Development Lakes – all other tiers	267	200
Recreational Development Lakes	267	267
Natural Environment Lakes	400	320
All Rivers	300	300

Step 2. Calculate Suitable Area for Development. Calculate the suitable area within each tier by excluding all **road rights-of way or easements**, wetlands, bluffs, or land below the ordinary high water level of public waters.

Step 3. Determine Base Density:

- A. For residential PUDs, divide the suitable area within each tier by the minimum single residential lot area for lakes to determine the allowable number of dwelling units, or base density, for each tier. For rivers, if a minimum lot area is not specified, divide the tier width or river frontage by the minimum single residential lot width.
- B. For commercial PUDs:
- (1) Determine the average area for each dwelling unit or dwelling site within each tier. Include both existing and proposed dwelling units and sites in the calculation.
 - (a) For dwelling units, determine the average inside living floor area of dwelling units in each tier. Do not include decks, patios, garages, or porches and basements, unless they are habitable space.
 - (b) For dwelling sites (campgrounds), determine the area of each dwelling site as follows:
 - For manufactured homes, use the area of the manufactured home, if known, otherwise use 1,000 sf.
 - For recreational vehicles, campers or tents, use 400 sf.

(2) Select the appropriate **floor area/dwelling site area ratio** from the following table for the floor area or dwelling site area determined in Section 10.53, B. 1.

Inside Living Floor Area or Dwelling Site Area (sf)	General Development Lakes <u>w/Sewer</u> – all tiers General Development Lakes <u>w/no sewer</u> – 1st tier Agricultural, Urban and Tributary Rivers	General Development Lakes <u>w/no sewer</u> – all other tiers Recreational Development Lakes Forested and Transition Rivers	Natural Environment Lakes Remote Rivers
≤ 200	.040	.020	.010
300	.048	.024	.012
400	.056	.028	.014
500	.065	.032	.016
600	.072	.038	.019
700	.082	.042	.021
800	.091	.046	.023
900	.099	.050	.025
1,000	.108	.054	.027
1,100	.116	.058	.029
1,200	.125	.064	.032
1,300	.133	.068	.034
1,400	.142	.072	.036
≥ 1,500	.150	.075	.038

(3) Multiply the suitable area within each tier determined in Section 10.52 by the floor area or dwelling site area ratio to yield the total floor area or dwelling site area for each tier to be used for dwelling units or dwelling sites.

(4) Divide the total floor area or dwelling site area for each tier calculated in Section 10.53, B. 3, by the average inside living floor area for dwelling units or dwelling site area determined in Section 10.53, B 1. This yields the allowable number of dwelling units or dwelling sites, or base density, for each tier.

C. Allowable densities may be transferred from any tier to any other tier further from the waterbody, but must not be transferred to any tier closer to the waterbody.

D. All PUDs with densities at or below the base density must meet the design standards in Section 10.6.

Step 4. Determine if the Site can Accommodate Increased Density:

- A. The following increases to the dwelling unit or dwelling site base densities determined in Section 154 are allowed if the design criteria in Section 154 of this ordinance are satisfied as well as the standards in Section 154, item B:

Shoreland Tier	Maximum density increase within each tier (percent)
1st	50
2nd	100
3rd	200
4th	200
5th	200

- B. Structure setbacks from the ordinary high water level:

- (1) Are increased to at least 50 percent greater than the minimum setback; or
- (2) The impact on the waterbody is reduced an equivalent amount through vegetative management, topography, or additional acceptable means and the setback is at least 25 percent greater than the minimum setback.

Section 8. City Code Chapter 154.100, RIVER/STREAM LOT WIDTH STANDARDS, is hereby amended as follows:

River/Stream Minimum Lot Width Standards. There are no minimum lot area requirements for rivers and streams. The lot width standards in feet are:

Lot Type	Remote	Forested	Transition	Agriculture	Urban & Tributary <u>No Sewer</u>	Urban & Tributary <u>Sewer</u>
Single	300	200	250	150	100	75
Duplex	450	300	375	225	150	115
Triplex	600	400	500	300	200	150
Quad	750	500	625	375	250	190

Section 9. City Code Chapter 154.101, SHORELAND OVERLAY SETBACK REQUIREMENTS, is hereby amended as follows

The setback and other requirements listed below shall be followed:

Waterbody Classification	Structures with <u>No Sewer</u>	Structures with <u>Sewer</u>	Sewage Treatment Systems
Natural Environment Lakes	150	150	150
Recreational Development Lakes	100	75	75
General Development Lakes	75	50	50
Remote Rivers	200	200	150
Forested and Transition Rivers	150	150	100
Agriculture, Urban, & Tributary Rivers	100	50	75

Section 10. Effective date. The effective date of this ordinance shall be the _____ day of _____, 202_____.

The following summary is approved by the City council and shall be published in lieu of publishing the entire ordinance pursuant to Minnesota Statutes Section 412.191:

PUBLIC NOTICE

WHEREAS, Chapters 154.003. 154.033. 154.034. 154.066. 154.068. 154.069, 154.074. 154.100 and 154.101, Shoreland Management Overlay District, of the Fergus Falls City Code has been amended by Ordinance No. 34, Eighth Series, which ordinance has been duly adopted by the City Council; and,

WHEREAS, Said ordinance is lengthy and the Council has therefore determined that, pursuant to City Charter Section 4.04, Subd. 2, publication of the title and summary of said ordinance would clearly inform the public of the intent and effect of the ordinance; and,

WHEREAS, The Council, by at least four-fifths of its members, has directed that only the title of the ordinance and a summary be published and that printed copies of the ordinance be available for inspection by any person during regular office hours at the office of the City Administrator and also at the public library where the entire text of said ordinance is posted.

NOTICE IS HEREBY GIVEN, that the title of Ordinance No. 34, Eighth Series, is as follows:

**AN ORDINANCE OF THE CITY OF FERGUS
FALLS, MINNESOTA, AMENDING CHAPTERS
154.003. 154.033. 154.034. 154.066. 154.068. 154.069,
154.074. 154.100 AND 154.101 OF THE
SHORELAND MANAGEMENT OVERLAY
DISTRICT OF THE CITY CODE.**

NOTICE IS FURTHER GIVEN, that a summary of Ordinance No. 34, Eighth Series, is as follows:

Section 1 amends City Code Chapter 154.003, Zoning Maps and Districts, Shoreland management overlay district.

Section 2 amends City Code Chapter 154.033, R-3, Multiple-Family Residence District, Uses by conditional use permit.

Section 3 amends City Code Chapter 154.034, R-4, Multiple-Family Residence District, Planned unit developments, Administrative procedure.

Section 4 amends City Code Chapter 154.066, Definition of Boathouse, Public Waters, Sewage Treatment Systems, Variance and Wetland.

Section 5 amends City Code Chapter 154.068, Shoreland Classifications System and Land Use Districts, paragraphs C and D.

Section 6 amends City Code Chapter 154.069, Zoning and Water Supply, Sanitary Provision, Height of Structures.

Section 7 amends City Code Chapter 154.074, Planned Unit Developments (PODS).

Section 8 amends City Code Chapter 154.100, River/Stream Lot Width Standards.

Section 9 amends City Code Chapter 154.101, Shoreland Overlay Setback Requirements

Section 10 provides for the effective date.

NOTICE IS FURTHER GIVEN, that the Council has approved the text of the foregoing summary and determines that it clearly informs the public of the intent and effect of the ordinance.

THIS ORDINANCE was introduced on the _____ day of _____, 2022, and adopted by the City Council of the City of Fergus Falls, Minnesota, on the _____ day of _____, 202____, by the following vote:

AYES:

NAYS:

ATTEST:

APPROVED:

City Administrator

Mayor

Published in the Fergus Falls Daily Journal on_____.

barb/acityoffergusfalls/ords/8thseries/Ord34

OFFICE OF THE CITY ATTORNEY
ROLF H. NYCKLEMOE
FERGUS FALLS CITY ATTORNEY

Assistants:

David H. Nycklemoe
Van R. Ellig
Joseph R. Ellig

Professional Building
106 East Washington Avenue
Fergus Falls, MN 56537
Telephone (218) 736-5673
Fax (218) 736-5466

MEMO

TO: The City Council
FROM: Rolf Nycklemoe
RE: Charter Commission Charter Review
DATE: 1/06/2023

I have received a list from the Fergus Falls Charter Commission of its recommendations for the appointment of members to the Charter Commission.

The Fergus Falls Charter Commission is comprised of 14 members, serving 4-year staggered terms. Charter Commission members are appointed by the Chief Judge of the Seventh Judicial District. Although the Chief Judge retains the final authority to appoint the Charter Commission members, it is often helpful to the Chief Judge if the Charter Commission and the City Council present a petition to the Court recommending and proposing charter members to be appointed. The Charter Commission recommends the City Council pass a resolution to petition the Court to continue the appointment of Charter Commission members, whose terms will expire in 2024 and for the appointment of new Charter Commission members, whose terms will expire in 2026.

The process of the Charter Commission recommending members to the City Council has worked well in ensuring a diverse group of charter commission members.

The Charter is equivalent of the city's constitution. It sets forth the principals of our local government. If there are any issues any council members would like the Charter Commission to take up, now is a good opportunity to let me know so that I can advise the Charter Commission of your requests.

If the attached resolution is acceptable, I will then file the petition with the District Court for the Court to consider and issue its order appointing members to the Fergus Falls Charter Commission.

RESOLUTION #
CHARTER COMMISSION MEMBERSHIP

RESOLUTION ADDRESSED TO THE CHIEF JUDGE OF THE
SEVENTH JUDICIAL DISTRICT, MINNESOTA, FOR THE
APPOINTMENT OF CHARTER COMMISSION MEMBERS

STATE OF MINNESOTA

IN DISCTRICT COURT

COUNTY OF OTTER TAIL

SEVENTH JUDICIAL DISTRICT

IN RE: THE MATTER OF THE REAPPOINTMENT OF MEMBERS OF THE
CHARTER COMMISSION, CITY OF FERGUS FALLS

PETITION FOR APPOINTMENT OF CHARTER COMMISSION MEMBERS

TO: THE HONORABLE SARAH E. HENNESY

WHEREAS, Petitioner, the City Council of the City of Fergus Falls, Minnesota, respectfully represents and shows to the Court:

I.

Petitioner is the duly acting and qualified City Council of the City of Fergus Falls, Minnesota, a Home Rule Charter City. That members of the present Fergus Falls Charter Commission were appointed by Order of this Court dated December 28, 2020 as Court File No. 56-CV-20-2986.

II.

Petitioner recommends the Court continues the appointment of the following residents, to serve as members of the Fergus Falls Charter Commission whose terms shall expire December 31, 2024:

Tim Brennan	1115 Ridgeview Court, Fergus Falls, MN 56537
Mary Jo Igelstad	920 North Ada Avenue, Fergus Falls, MN 56537
Gary Nelson	615 First Avenue, Fergus Falls, MN 56537
David Prazak	1738 South Court Street, Fergus Falls, MN 56537
JoEllen Thacker	516 South Union Avenue, Fergus Falls, MN 56537
Sarah Duffy	1411 Deerfoot Lane, Fergus Falls, MN 56537
Dick Felstul	2415 Sterling Heights Drive, Fergus Falls, MN 56537

III.

Petitioner recommends the Court appoint the following residents to serve as members of the Fergus Falls Charter Commission, whose terms shall expire on December 31, 2026.

Desta Hunt	901 South Martin Street, Fergus Falls, MN 56537
Mark Hovland	2014 County Highway 11, Fergus Falls, MN 56537
R. Kristian Svingen	628 West Maple Street, Fergus Falls, MN 56537
Duane Henry	708 West Seventh Avenue, Fergus Falls, MN 56537
Eric Shelstad	3613 Pebble Hills Drive, Fergus Falls, MN 56537
Chuck Hanson	707 North Cleveland Avenue, Fergus Falls, MN 56537
Al Frank	1209 South Concord Street, Fergus Falls, MN 56537

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

1. Recommends the Court to continue the appointment of the following residents to serve as members of the Fergus Falls Charter Commission, whose terms shall expire on December 31, 2024.

Tim Brennan	1115 Ridgeview Court, Fergus Falls, MN 56537
Mary Jo Igelstad	920 North Ada Avenue, Fergus Falls, MN 56537
Gary Nelson	615 First Avenue, Fergus Falls, MN 56537
David Prazak	1738 South Court Street, Fergus Falls, MN 56537
JoEllen Thacker	516 South Union Avenue, Fergus Falls, MN 56537
Sarah Duffy	1411 Deerfoot Lane, Fergus Falls, MN 56537
Dick Felstul	2415 Sterling Heights Drive, Fergus Falls, MN 56537

2. Recommends the Court appoint the following residents to serve as members of the Fergus Falls Charter Commission, whose terms shall expire on December 31, 2026.

Desta Hunt	901 South Martin Street, Fergus Falls, MN 56537
Mark Hovland	2014 County Highway 11, Fergus Falls, MN 56537
R. Kristian Svingen	628 West Maple Street, Fergus Falls, MN 56537
Duane Henry	708 West Seventh Avenue, Fergus Falls, MN 56537
Eric Shelstad	3613 Pebble Hills Drive, Fergus Falls, MN 56537
Chuck Hanson	707 North Cleveland Avenue, Fergus Falls, MN 56537
Al Frank	1209 South Concord Street, Fergus Falls, MN 56537

The above and foregoing resolution was offered at a regular meeting of the City Council held on the 17th day of January 2023, by Council Member _____ who moved its adoption, was seconded by Council member _____ and adopted by the following vote:

AYES:

NAYES:
ABSENT:

Whereupon the above resolution was duly adopted.

ATTEST:

ADOPTED:

City Administrator

Mayor



Council Action Recommendation

Page 1 of 1

Meeting Date: City Council 1/17/23

Subject: Joel Carlson Consulting Contract

Background/Key Points:

Joel Carlson has been the City's lobbying consultant for the past 20+ years and has done an outstanding job at securing funding for Fergus Falls and completing City-led initiatives in St. Paul.

In recent years, he has secured multiple bonding requests for the City, sales tax approvals, helped to secure grants and other funding sources and has represented us as we work through challenges with state agencies from time to time.

Joel has proposed a two-year contract, keeping the price the same as it was in 2022. The annual contract rate is \$43,420.

The return on investment for Joel's services has been significant. He has been successful in bringing millions of State dollars back to the City over the past few years. He has been extremely responsive and is always willing to make himself available for needs that arise. He provides timely updates, sometimes daily, to ensure we are positioned for success.

Originating Department: Administration

Respectfully Submitted: Andrew Bremseth, City Administrator, on behalf of the Legislative Committee

Attachments:

Proposed contract for services offered January 1, 2023- December 31, 2024

CONSULTING AGREEMENT

This Agreement is made between the City of Fergus Falls, Minnesota (hereinafter "the City"), organized as a political subdivision under the laws of the State of Minnesota, with its principal business address at 112 West Washington Ave., Fergus Falls, MN 56537 and Joel Carlson, Inc. (hereinafter "Consultant") with his principal office at 6 West Fifth Street, Suite 700, St. Paul, Minnesota 55102.

WITNESSETH:

WHEREAS, The City is engaged in the administration of an organization designed to fulfill its obligations and responsibilities as established by the laws and rules of the State of Minnesota ; and

WHEREAS, the Consultant renders professional services to lobbying groups, business owners, corporations, law firms, political subdivisions, and other organizations; and

WHEREAS, The City desires to retain the Consultant's professional services and avail itself of the Consultant's experience and knowledge; and

WHEREAS, the Consultant desires to furnish services to The City upon the terms, provisions and conditions herein set forth.

NOW, THEREFORE, the parties agree as follows:

1. Retention of Consultant. The City shall retain the services of the Consultant, and the Consultant shall serve The City on the terms and conditions provided herein.
2. Term of Agreement. This Agreement shall commence on January 1, 2023 and shall continue for a period of 24 months until December 31, 2024. The agreement may be renewed for an additional period of time upon agreement of the parties.
3. Consultant's Duties. Consultant shall furnish consulting services and advice to the City or their designate at all times reasonably requested by the City, subject however to the following conditions:
 - a. The consultations shall be performed in the place or places, and to the extent practicable, at the time or times and in the manner reasonably requested by the City.
 - b. The Consultant shall not be required to devote full time and attention to providing services to the City.

c. Any expenses incurred by the Consultant must be approved in advance by the City submitted for payment as directed by the City. No expenses shall be charged for mileage or travel within the seven City metropolitan area. No expenses shall be charged for cellular phone usage or miscellaneous office expenses incidental to performing the duties hereunder.

d. The Consultant understands that he is not an employee of the City, that the City is not required to provide him with workers compensation or other insurance and that he is responsible for his own federal and state income taxes and social security taxes.

e. The consultant shall assist the City with: the development of a legislative program addressing local option sales tax funding increase, local government aid for property tax losses, capital bonding projects and other economic development projects as directed by the City. The consultant shall, as directed by the City Council or designated City staff, monitor and report to the City on legislative and administrative activities that may impact the City; Provide legislative research and updates on legislative proposals that may impact the City; Attend City, regional or state-wide meetings important to the City's interests; Provide on-going communication, planning and legislative updates to the City and; Provide legislative representation for the City through individual meetings with legislators and administration officials, attendance at appropriate committee hearings, developing written lobbying materials and providing or arranging testimony before legislative committees as needed; and other legislative initiatives the City may choose to pursue in the 2023 and 2024 legislative sessions and interim including the economic development within the City.

4. Compensation. The Consultant shall receive compensation for services rendered hereunder as follows:

a. For all services rendered during 2023 and 2024 forty-three thousand four hundred twenty dollars (\$43,420) annually payable as follows: \$2,285 payable monthly starting January 1, 2023 through December 2023 and \$16,000 payable in April of 2023 and 2024.

b. The City shall not be required to pay any other fee or benefit to the Consultant for services rendered except as provided for in paragraph 3c above. Consultant shall invoice the City each month for payment by the City in accordance with the City's payment policies and practices in place during the term of this agreement.

5. Death, Disability and Termination. The City's obligation to compensate the Consultant as herein provided is dependent upon the Consultant's rendering the services contemplated

hereunder and, therefore, shall terminate on the Consultant's death or disability that prevent performance of the contract for a period longer than three months.

6. Independent Contractor Status. In furnishing services hereunder, the Consultant shall be acting as an independent contractor in relation to the City. Accordingly, the Consultant shall have no authority to act for or on behalf of the City or to bind the City without its express written consent and shall not be considered as having employee status for the purpose of any employee benefit plan applicable to the City's employees generally.

7. Confidential Information. While this Agreement is in effect and thereafter, the Consultant shall not divulge to anyone, except in the regular course of the City's business, any confidential information regarding the City's records or other materials or any other aspect of the City's business which it considers confidential or secret pursuant to *Mn. Stat. 13*.

8. Professional Standards. The Consultant shall perform all duties under this Agreement in accordance with such standards of professional ethics and practice as may from time to time be applicable during the terms of this Agreement. The Consultant shall remain registered as a lobbyist for the City with the Minnesota Campaign Finance and Disclosure Board and shall file all necessary reports with the Campaign Finance and Disclosure Board pursuant to *Mn. Stat. 10A*.

9. Governing Law. This Agreement shall be governed in all respects, whether as to the validity, construction, capacity, performance or otherwise, by the laws of the State of Minnesota.

The paragraph headings used in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

10. Assignment Prohibited. This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any of its rights or obligations without first obtaining the written consent of the other party.

11. Policy Decision. It is understood that the Consultant shall observe the policies and objectives of the City in the rendering of his services.

12. Right of First Refusal / Additional City Projects: Consultant grants to the City the right to renew this agreement on terms acceptable to the parties for the 2025 Legislative session and beyond.

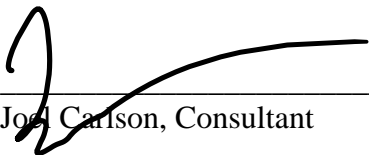
13. Notices. All notices or other communication required or permitted under this Agreement shall be served in writing by personal service or certified mail, return receipt required. Notice shall be addressed to each party at the address set forth above.

14. Amendment. No amendment, modification or termination of, or addition to, this Agreement shall be valid unless and until executed in writing by the parties to this Agreement.

15. Binding Agreement. This Agreement shall be binding on and inure to the benefit of the City and any of its successors whether by merger, consolidation, sale of assets as a going concern, or otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Dated this 22nd day of December, 2022



Joel Carlson, Consultant

City of Fergus Falls, Minnesota

By _____
Its _____



Council Action Recommendation

Page 1 of 1

Meeting Date: City Council 1/17/23

Subject: 2023 Legislative Priorities

Background/Key Points:

The Legislative Committee recently met to discuss legislative priorities for the City in 2023. The Committee puts forward this list for consideration (in no particular order):

1. Additional \$3 million in Sales Tax authorization for Aquatic Center
2. \$5.2 million bonding request
 - a. Dairy Property
 - b. Old Smokey
3. Sales and Use Tax Exemption for Proposed Economic Development Project (Project 116)
4. Request for cash for RTC holding costs
5. Local Government Aid adjustment for Coal Plant closure/coal community funding

The Committee also understands there may be other work that needs to take place during or outside of the Legislative session that will require our lobbyist to work on. Specifically, permitting processes for project 116, assuming that project proceeds.

With the budget surplus, the Legislative Committee is suggesting we be prepared to bring other projects forward for funding, should an opportunity arise.

The Committee also would like to have a discussion on roads and funding for roads, as there are limited funding opportunities for local roads at a legislative level.

Originating Department: Administration

Respectfully Submitted: Andrew Bremseth, City Administrator, on behalf of the Legislative Committee

Attachments:

N/A



Memo

Page 1 of 1

Meeting Date:

January 11- COW

Subject:

Consultation for Tax Increment Financing Request

Recommendation:

Allow city staff to retain the services of consultant(s) at Baker Tilly regarding an application for Tax Increment Financing from FM Bank.

Background/Key Points:

FM Bank has entered into an agreement with River's Edge Investment for the purchase of the former Shopko lot and is pursuing the creation of a redevelopment TIF district for up to 3.5 years (based on their own calculations). In this case, TIF is requested to offset demolition costs for the removal of blight (i.e., the old Shopko building) and may serve as a match for a MN Deed Redevelopment Grant.

Before creating a TIF district, a municipality must find that in its opinion the subsidized development would not occur *but for* the use of TIF. This finding requires a financial analysis that Baker Tilly can perform. Baker Tilly may also provide valuable consultation throughout the TIF process. This request to engage services is part of the formal process for requesting TIF from the city. Approving this request to work with Baker Tilly does not guarantee TIF for the applicant. Further conversations regarding the applicant's eligibility for TIF will be held with council upon return of the project's financial analysis.

Budgetary Impact:

All fees are to be paid by the developer.

Originating Department:

Community Development

Respectfully Submitted:

Klara Beck, Community Development Manager

Attachments:

Exhibit B, narrative section, from FM Bank's application for Tax Increment Financing
City of Fergus Falls Subsidy Policy
The But For Test- MN House Research

Project Description

FM BANK (formerly Security State Bank of Fergus Falls) is planning a \$9 million redevelopment of the former Shopko site located at 226 E. Lincoln Ave in downtown Fergus Falls. The proposed redevelopment will include a tear-down of the existing 32,000 sf blighted structure and subsequent new construction of a two-story 17,700 sf commercial building. This site would offer 9,400 sf of main level commercial space and 8,300 sf of upper level commercial space intended to house FM BANK and additional tenants. FM BANK is discussing potential leases/sales with build-outs to accommodate two professional service businesses as well as one retail/hospitality business such as a coffee shop and ample parking.

**The proposed project is contingent on FM BANK securing tenants and/or development partners as described above. At a minimum, FM BANK would use a smaller footprint for a bank only, estimated at 11,000 sf and an approximate capital investment of \$8 million, which would allow FM BANK to sell additional property for adjacent development.*

This project will redevelop and modernize a high-profile, blighted building that anchors the east end of downtown, further contributing to the economic revitalization of the community. Furthermore, the balance of this property will be available for sale to provide opportunities for developers interested in commercial and/or mixed-use developments, particularly if combined with the adjacent city-owned property. The investment in demolition, new construction, and beautification of this outdated building and property will more than double the property taxes, and provide significant economic benefits for the community.

The benefits to the community include blight removal, redevelopment, job retention, and tax base growth. FM BANK, alone, will retain 20-22 full-time jobs, improve access to professional services for nearby residents in walking distance, and expand the tax base with an estimated 146% property tax increase. Cumulatively, the potential for three additional businesses will result in supplementary job retention and tax base growth.

This project will not only expand 65-year old local businesses, but will also provide expansion opportunities for 2-3 additional professional and retail service businesses while attracting subsequent commercial and/or mixed-use developments, including the potential for housing. FM BANK currently serves 1,659 customers over a large geographic area, bolstering opportunities to draw in more foot traffic to the immediate downtown area and enhance indirect and induced economic impact to neighboring businesses and services. This redevelopment would improve local access to service for senior populations and downtown residents and has the potential to attract new clientele.

FM BANK has provided a tremendous amount of philanthropic support to other community projects over its 65 years in business in Fergus Falls, including many

projects that amplify our local economy. Throughout the years, these donations have ranged from \$250,000 to the Lake Region Healthcare Cancer Center and \$30,000 each to the Fergus Falls Area College Foundation for scholarships and Greater Fergus Falls to support continued economic development growth as well as a multitude of other non-profits like Otter Cove Children's Museum and Dr. Alan Magnuson Park. When businesses like FM BANK give back, their contributions have a positive ripple effect on our economy, locally. The non-profit businesses and community development projects they financially support spurs capital investment, creates jobs, and increases the spending power of area employees. Furthermore, they provide extensive commercial, agricultural, and home mortgage lending, all of which are integral to the continued growth of our local and regional economy.

Description of Need

FM BANK is requesting consideration for pay as you go redevelopment Tax Increment Financing (TIF) from the City of Fergus Falls totalling \$143,000 over a period of no more than 3.5 years. TIF would serve as a one-to-one local cash match for a MNDEED Redevelopment Grant request to be used solely for demolition costs as defined by Minn. Stat. § 116J.572, including but not limited to demolition, destruction, removal, and clearance of all structures and other improvements on the site.

Though this project will be financed in full, leaving no gap, TIF would significantly reduce the increasingly high cost of labor and materials relating to the demolition and could foster subsequent new development activity. The new estimated valuation is approximately \$2.7MM with estimated annual tax impacts as follows:

Otter Tail County- \$21,800
 City of Fergus Falls- \$31,604
 School District #544- \$13,881
 HRA- \$892
 Port Authority- \$270
 State General Tax- Not included in the estimate
TOTAL TAX- \$68,447

We are seeking a tax increment to cover the one-to-one local cash match, estimated at \$143,000. With an estimated increment of \$40,591, we are requesting TIF annually over a period not to exceed 3.5 years.

The requested amount is based on a demolition estimate totaling \$286,000 for the following uses:

- Phased demolition of existing structure and off-site disposal
 - Interior walls and flooring and exterior structure steel and block walls
 - Demolition of foundation and footings
 - Cap utilities (water, sprinkler, and septic)
- Bring parking lot to grade

- Safety certifications, permits

FM BANK is seeking eligible expenses for TIF not to exceed \$143,000 in addition to a one-to-one cash match from a MNDEED Redevelopment Grant. The applicant will self-finance the remainder of the demolition and new construction costs, estimated at over \$9,00,000.

City of Fergus, Minnesota
Business Subsidy Policy
Amended: May 3, 2019

Table of Contents

1. **Purpose and Authority**
 2. **Public Purpose - Criteria**
 3. **Valuation of a Business Subsidy**
 4. **Evaluation of a Business Subsidy**
 5. **Business Subsidy Agreement**
-

1.0 PURPOSE AND AUTHORITY

- 1.1 The purpose of this document is to establish the criteria for the City of Fergus Falls, Minnesota (the "Grantor") for granting of business subsidies for private development. These criteria shall be used as a guide in the processing and reviewing of applications requesting business subsidies.
- 1.2 The City's ability to grant business subsidies is governed by the limitations established in Minnesota Statutes 1161.993 through 116J.995 (the "Statutes").
- 1.3 Unless specifically excluded by the Statutes, business subsidies include grants by state or local government agencies, contributions of personal property, real property, infrastructure, the principal amount of a loan at rates below those commercially available to the recipient of the subsidy, any reduction or deferral of any tax or any fee, any guarantee of any payment under any loan, lease, or other obligation, or any preferential use of government facilities given to a business.
- 1.4 These criteria are to be used in conjunction with other relevant policies of the Grantor.
- 1.5 The City may deviate from these criteria by documenting in writing the reason(s) for the deviation. The documentation shall be submitted to the Department of Employment & Economic Development (DEED) with the next annual report.
- 1.6 The Grantor may amend this document at any time. Amendments to these criteria are subject to public hearing requirements contained in the Statutes. The Grantor may waive provisions of these criteria without holding a public hearing.

2 PUBLIC PURPOSE REQUIREMENT - CRITERIA

- 2.1 All business subsidies must meet a public purpose. The City hereby expresses its support for the use of business subsidies that meet the below listed "Public Purpose" criteria.

- a. But-for Test. There is a substantial likelihood that the project would not go forward without the business subsidy requested. These criteria must be supported by representations of the applicant for business subsidy.
 - b. Redevelopment. The project will remove, prevent or reduce blight or other adverse conditions of the property, thereby protecting the City's property values and the general public health, safety, and welfare.
 - c. Attraction of New Business. The project will attract or retain competitive and financially strong commercial and industrial companies, which offer the potential for significant growth in employment and tax base.
 - d. Highest and Best Land Use. The use of the business subsidy will encourage quality construction and promote the highest and best use of land.
 - e. Needed Services. The project will provide a needed service in the community, including health care, convenience and social services which are not currently available.
 - f. Unmet Housing Needs. The project will provide housing alternatives the community currently needs but are not available.
 - g. Economic Feasibility. The recipient can demonstrate that it has experience and adequate financing for the project, and that the project can be completed in a timely manner.
 - h. Impact on City Services and Infrastructure. The project will not significantly and adversely increase the demands for service needs in the City.
 - i. Job Creation. The project will create or retain jobs which pay at least the higher of State or Federal minimum wage as adjusted periodically.
 - j. Tax Base. The project will increase the City's tax base and generate new property tax revenue.
 - k. Linkages. The project has link to local business and will result in strengthening local business.
 - l. Promote Agricultural: Projects that support and strengthen agricultural opportunities.
 - m. Environmental: Projects that do not adversely affect the environment and recreational resources in and around the community.
- 2.2 The creation or retention of jobs may be, but is not required to be, a public purpose for granting a subsidy. The determination that jobs are not a public purpose for the subsidy and that the related wage and job goals are zero shall be made following a public hearing. Job retention may only be used as a public purpose in cases where job loss is specific and demonstrable. The City shall document in the information used to determine the nature of the job loss.
- 2.3 The creation of tax base shall not be the sole public purpose of a subsidy.

- 2.4 The City will seek to create jobs with higher wages as appropriate for the overall public purpose of the subsidy.

3 VALUATION OF A BUSINESS SUBSIDY

- 3.1 The City will calculate the value of assistance provided to a business in the following manner.
 - a. If the subsidy is a contribution or sale of real or personal property, the amount of the subsidy will be the fair market value of the property as determined by the City, less any amount paid.
 - b. If the subsidy is a loan provided at rates below those commercially available, the amount of the subsidy will be the principal amount of the loan provided to the recipient.
 - c. If the subsidy is a loan guarantee, the amount of the subsidy will be principal amount of the loan guaranteed.
 - d. If the subsidy takes the form of payments over time (such as pay-as-you-go tax increment) the amount of the subsidy will be the sum of projected payments, discounted to a present value using a discount factor determined by the City which approximates the interest rate available to the business from a commercial lender.

4 EVALUATION

- 4.1 The City will evaluate each request for a business subsidy on a case by case basis. Applicants for assistance shall complete an application form and supply all additional information requested by the City.
- 4.2 Any applicable application fees must accompany the application in order to be considered complete. Upon approval to move forward with the project assistance, the Developer will be required to deposit funds with the City sufficient to cover legal, consultant and/or administrative costs associated with completing the assistance package. The City will provide an estimate of these costs and any funds not used will be returned to the Developer. If additional costs are incurred, the developer will be responsible for the costs.
- 4.3 Meeting all or a majority of our criteria does not mean a subsidy will be awarded or denied. A decision to approve or reject a request for subsidy will be based on the merits of the project and the overall benefit to the community.
- 4.4 All new projects approved by the Grantor should meet the following minimum approval criteria. However, it should not be presumed that a project meeting these criteria will automatically be approved. Meeting these criteria creates no contractual rights on the part of any potential developer.
 - a. The subsidy must achieve a public purpose.
 - b. The project must comply with local plans and ordinances.
 - c. The recipient shall provide information demonstrating that granting the subsidy is necessary for the proposed development to occur.
 - d. The recipient must enter into an agreement pursuant to these criteria and the Statutes.

- 4.5 The business subsidy shall be provided within applicable state legislative restrictions, debt limit guidelines and other appropriate financial requirements and policies.
- 4.6 The project must be in accord with the Comprehensive Plan and Zoning Ordinances, or required changes to the plan and Ordinances must be under active consideration by the City at the time of approval.
- 4.7 Any developer requesting a business subsidy should be able to demonstrate the need for assistance and past successful general development capability as well as specific capability in the type and size of development proposed.
- 4.8 The developer must retain ownership of the project at least long enough to complete it, to stabilize its occupancy, to establish the project management, and to initiate repayment of the business subsidy, if applicable.
- 4.9 A recipient of a business subsidy must enter into a subsidy agreement with the City as described in Section 5 and meet the requirements of statute.
- 4.10 A recipient of a business subsidy must make a commitment to continue operations within the City for at least five years after the benefit date.
- 4.11 Any business subsidy will be at the lowest possible level and for the least amount of time necessary, after the recipient maximizes the use of private debt and equity financing first.

5 SUBSIDY AGREEMENT

- 5.1 In granting a business subsidy, the Granter shall enter into a subsidy agreement with the recipient that provides the information, wage and job goals, commitments to provide necessary reporting data and recourse for failure to meet goals required by the Statutes. The wage goals shall be fixed at the time of entering into the subsidy agreement.
- 5.2 The subsidy agreement may be incorporated into a broader development agreement for a project.
- 5.3 The subsidy agreement will describe the requirements for the recipient to provide the reporting information required by the Statutes.

Adopted May 3, 2019

Minnesota House Research Department

Please note, Minnesota House Research Department staff are best contacted by email (which can be found in the [staff directory](#)).



The But-For Test

What is the "but-for" test?

The "but-for" test is actually a finding requirement. Before creating a TIF district or subdistrict, a local government must find that in its opinion the subsidized development would not have happened *but for* the use of TIF (hence, the term "but-for" test).

What is the purpose of the but-for test?

The but-for test is generally thought to have two purposes:

1. To prevent excessive use of TIF—i.e., to prevent unnecessary use of TIF. If a development would have been done anyway, why should TIF be used to assist it?
2. To protect the interests of overlapping governmental units (typically the county and school district). If authorities use TIF for developments that would be built anyway, TIF diverts tax revenue from the county and school to the development authority and city.

Source: Office of Legislative Auditor, *Tax Increment Financing* p. 42 (1986).

Which local government unit is required to make the but-for finding?

The statute requires the municipality (usually the city in which the TIF district is located) to make the but-for finding. [Minn. Stat. § 469.175](#), subd. 3. However, for hazardous substance subdistricts, the development authority (e.g., a housing and redevelopment authority or economic development authority) makes the finding. [Minn. Stat. § 469.175](#), subd. 7(b).

When must the but-for finding be made?

The municipality must make the but-for finding before it approves the TIF plan. [Minn. Stat. § 469.175](#), subd. 3. This is apparently a one-time requirement that applies to the first approval of the TIF plan. The law is somewhat unclear on this point. The law does not explicitly require additional but-for findings for amendments to the TIF plan, even if the amendments make substantial changes (e.g., adding a new area to a district or changing the purposes for which increment may be spent).

What must the municipality find to satisfy the statute?

There are two basic components to the required but-for finding:

1. The development would not happen solely through private investment in the "reasonably foreseeable future."
2. The induced development will yield a net increase in market value for the site compared to the likely development that would occur without TIF.

The findings represent "the opinion" of the municipality.

What is required to find a net increase in market value for the site?

The statute requires the municipality to compare two values:

1. The increase in market value of "the site" that would be reasonably be expected to occur without using TIF
2. The increase in market value of the proposed TIF development, minus the present value of the TIF assistance.

The municipality may not make the finding if, in its opinion, the value of #2 is less than or equal to #1. For example, assume the city is considering using \$16 million of TIF to assist development of a parcel as a hotel. Before any development, the parcel has a market value of \$20 million. The city determines that the block would develop as an office building within a few years without using TIF, increasing the total value to \$110 million without using TIF. The city projects that the hotel development will have a total market value of \$125 million. In this instance, the city cannot make the but-for finding, since the TIF development yields a smaller market value increase. The calculations are displayed in the table below.

	Development w/o TIF Item #1 above	Development w/ TIF Item #2 above
1. Base value of area	\$20,000,000	\$20,000,000
2. Value after development	110,000,000	125,000,000
3. TIF assistance (present value)	0	16,000,000
4. Net increase in value (=2 – 1 – 3)	\$90,000,000	\$89,000,000

What geographic area does the but-for finding relate to?

The 2003 Legislature clarified that the finding relates to parcels on which the development or redevelopment assisted with TIF will be located. Before this change, the statute was not clear on this issue. Cities took varying approaches to this issue, according to the Legislative Auditor's 1986 report, including the project area or smaller areas within the project area or the district that will be assisted with TIF.

What form requirements apply to the but-for finding?

The municipality must make the finding in writing and must set out of "the reasons and supporting facts" for the finding. [Minn. Stat. § 469.175](#), subd. 3. These statements must explicitly include the dollar amount of the municipality's alternative market value estimates. [Minn. Stat. § 469.175](#), subd. 3(d).

Are any districts or projects exempt from the but-for finding?

Yes, the market value finding requirement does not apply to qualified housing districts. These districts are designed to provide low-income housing. The public benefit of these districts is considered to be providing types of housing that otherwise would not be available. In many instances, these developments will not generate the highest market value for a site. Thus, the but-for test could not be satisfied.

Are failures to satisfy the but-for test subject to judicial enforcement?

Violations of the but-for requirements can be divided into two categories:

1. **Failure to make a finding altogether.** Violations of this type clearly would be subject to judicial or administrative enforcement.
2. **Making a finding that is false or contrary to fact.** The statute is not clear as to whether judicial actions (or administrative enforcement) applies. Based on the text of the statute, two arguments can be made that there is no remedy for these violations: First, the finding is simply as to a matter of the municipality's "opinion." Even if an opinion is not factually based, one may still consider it to be a view genuinely held by the governing body of the municipality. (It may have been unaware of the facts or simply refused to believe them.) Second, the law provides that once approved, the determination of the authority "shall be conclusive of the findings therein and of the public need for the financing." This provision appears intended to preclude a court or another administrative entity (State Auditor or Attorney General) from "second guessing" the basis for the finding. Thus, this provision buttresses the notion that the finding is simply a matter of good faith and discretion on the part of the municipality. The Court of Appeals in the *Walser* case, however, held that this provision did not preclude judicial review of the blight test findings. *Walser Auto Sales, Inc. v. City of Richfield*, 635 N.W.2d 391, 399 fn.4 (Minn. App. 2001). Similar consideration may apply to permit judicial review of the but-for findings.

Moreover, the statute requires the municipality to document in writing the supporting facts for its finding. Why would this be required, if the municipality could not to be held legally accountable for a false finding? It is possible that the required documentation was simply a mechanism to guarantee some accountability to the electorate, rather than providing a basis for legal enforcement. On balance,

it seems likely to be very difficult to obtain judicial or administrative relief for but-for findings that are counterfactual, except perhaps in very extreme circumstances.

What criticisms have been made of the but-for test?

The 1986 report of the Legislative Auditor made numerous criticisms of the but-for test. Some of these include:

1. The most basic criticism is that the test tends to be treated not just as a *necessary* condition to the use of TIF, but also a *sufficient* condition. The auditor's report points out that the test does not indicate whether public benefits of a development justify the public costs. According to most public finance experts, passing a cost-benefit test should be a litmus test for any proposed use of public money.
2. The language of the test is vague and permits cities to interpret it in a number of ways.
3. The test does not require the city to consider the displacement effects of the use of TIF—e.g., using TIF at one location for a retail or office development likely will affect development of other sites.
4. The test may permit cities to use TIF to fund public improvements, even though using TIF generally to fund public improvements (other than in connection with stimulating specific developments) is often considered questionable.

Following the 1986 Report of the Legislature Auditor, the legislature made a number of changes to address some of these concerns. The most important of these was to add the requirement that the city find that the use of TIF will yield a net increase in market value of the site.



Council Action Recommendation

Page 1 of 2

Meeting Date:

January 11, 2023 – Committee of the Whole
January 17, 2023 – City Council

Subject:

PI 5362 – Fir Avenue (C.S.A.H 1) and Friberg Avenue (MSAS No. 126) Round About Improvement Project

Recommendation:

1. Initiate Public Improvement No. 5362
2. Accept Otter Tail County's Agreement for the Intersection Improvement for C.S.A.H 1 and Friberg Avenue (MSAS No. 126)

Background/Key Points:

In March, 2020, the City and Otter Tail County initiated a joint agency effort to study round about design feasible in the City. The primary intersections of interest were the Fir Avenue and Friberg Avenue intersection. The intersections of Union and Tower Road were added to the study as it progressed.

Since then, funding thru Local Roads Improvement Program (LRIP) has been unsuccessful. To my understanding, Otter Tail County intends to proceed with funding a portion of their share with bonding and has contacted the City with the attached agreement for this Council to consider.

Budgetary Impact:

Pursuant to this Agreement and past joint ventures, the City shall pay for the following project costs:

- 1) One-third (1/3) of the cost of the street repair, sidewalk and lighting including the resurfaced area.
- 2) 100 percent of the cost of the non-storm sewer municipal utilities. To be determined and quantified during the final design phase.
- 3) One-third (1/3) of the cost of storm sewer placement based on the Mn/DOT stormwater analysis.
- 4) 100 percent of costs for permanent and/or temporary easements adjoining Friberg Avenue.
- 5) A pro rata portion of the total engineering costs for the project, in an amount representing the same ratio to the total engineering costs as Municipality's portion of the construction costs bears to the total construction contract cost.

Recently, Transportation Collaborative & Consultants, updated the cost estimates prepared in 2020. The total estimated project cost for this intersection is \$2,200,000. In general, the City's portion would be approximately \$730,000 plus any municipal storm, sanitary sewer, and/or watermain relocations or replacements, if needed.

The City funding sources could consist of Municipal State Aid Construction for the street and surface improvements and the appropriate City utility enterprise funds as needed.

Originating Department:

Engineering Department

Respectfully Submitted:

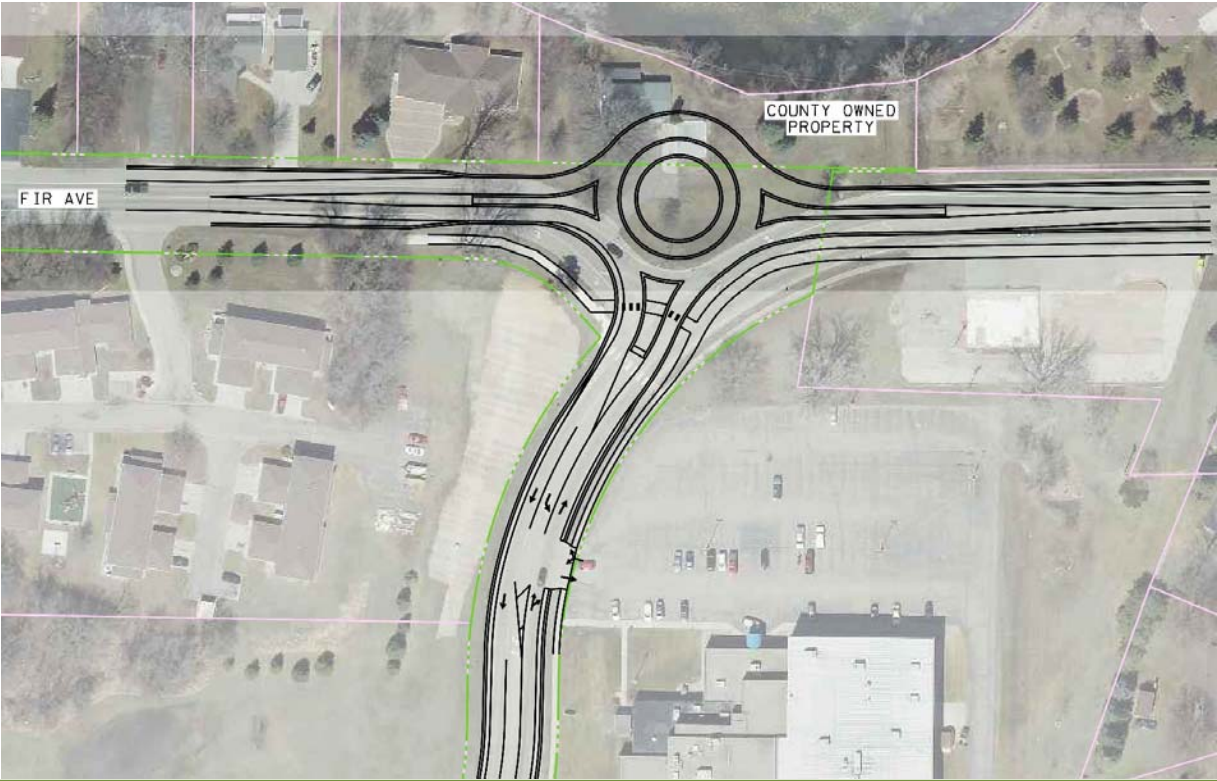
Brian Yavarow, P.E. – City Engineer

Attachments:

PI 5362 – Preliminary Layout Exhibit

PI 5362 - Agreement for the Intersection Improvement for C.S.A.H 1 and MSAS No. 126

Intersection Concepts - Fir Avenue/Friberg Avenue



Est Cost:
~\$2.2M



**AGREEMENT FOR THE INTERSECTION IMPROVEMENT
OF COUNTY STATE AID HIGHWAY NO. 1
AND MUNICIPAL STATE AID STREET NO. 126
(Fir Avenue and Friberg Avenue)**

**Project No. S.A.P. 056-601-076
Project No. S.A.P. 126-123-006**

THIS AGREEMENT made and entered on the last day of execution below, between the County of Otter Tail, Minnesota, referred to herein as “County”, and the City of Fergus Falls, Minnesota, referred to herein as “Municipality”.

WITNESSETH:

WHEREAS, the County is the road authority for Otter Tail County State Aid Highway (CSAH) 1 (Fir Avenue), which runs through the corporate limits of the Municipality; and

WHEREAS, the Municipality is the road authority for Fergus Falls Municipal State Street (MSAS) 126 (Friberg Avenue), which runs through the corporate limits of the Municipality; and

WHEREAS, the County and Municipality desire to make improvements to the intersection of CSAH 1 and MSAS 126 by removing the exiting tee intersection and constructing a roundabout. Two-thirds (2/3) of the intersection is CSAH 1 and one-third (1/3) of the intersection is MSAS 126; and

WHEREAS, the County and Municipality wish to clearly identify their mutual duties and responsibilities with respect to intersection improvements of CSAH 1 and MSAS 126.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, and other good and valuable consideration, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to define the rights and obligations of the parties with respect to the repair and replacement of utilities and intersection improvements located on CSAH 1 and MSAS 126.

2. Recitals. The recitals set forth in the whereas clauses above are incorporated by reference as if fully set forth herein.

3. Scope of Work. The County and Municipality shall coordinate the preparation of plans and construction for the joint effort work of street, sidewalk, lighting and utilities replacement at the intersection of CSAH 1 and MSAS 126, jointly to be designated as State Aid Projects (S.A.P.) 056-601-076 and 126-123-006.

4. Responsibilities of County for S.A.P. 056-601-076 and S.A.P. 126-123-006:

a. The County Engineer shall contract with a consulting engineer for preparation of plans, specifications and bid documents in accordance with Minnesota Department of Transportation (Mn/DOT) State Aid Division requirements.

b. Review preliminary plans, specifications and bid documents with Municipality and Mn/DOT State Aid Division officials. Direct revision of plans, specifications and bid documents as required.

c. Submit final plans, specifications and bid documents to Municipality and the Mn/DOT State Aid Division for approval.

d. Conduct bid opening

e. Contract with consulting engineer for construction administration and engineering services and provide such additional engineering services as may be required.

f. County shall pay for the following project costs:

- 1) Two-thirds (2/3) of the cost of the street repair, sidewalk and lighting including the resurfaced area.
- 2) Two-thirds (2/3) of the cost of storm sewer placement based on the Mn/DOT stormwater analysis.
- 3) 100 percent of costs for permanent and/or temporary easements adjoining CSAH 1.
- 4) A pro rata portion of the total engineering costs for the project, in an amount representing the same ratio to the total engineering costs as County's portion of the construction costs bears to the total construction contract cost.

5. Responsibilities of Municipality for S.A.P. 056-601-076 and S.A.P. 126-123-006:

a. Municipality shall review and approve all preliminary plans, specifications and bid documents provided by the County.

b. Municipality shall pay for the following project costs:

- 1) One-third (1/3) of the cost of the street repair, sidewalk and lighting including the resurfaced area.
- 2) 100 percent of the cost of the non-storm sewer municipal utilities.
- 3) One-third (1/3) of the cost of storm sewer placement based on the Mn/DOT stormwater analysis.
- 4) 100 percent of costs for permanent and/or temporary easements adjoining MSAS 126.

5) A pro rata portion of the total engineering costs for the project, in an amount representing the same ratio to the total engineering costs as Municipality's portion of the construction costs bears to the total construction contract cost.

6. Payment of Costs.

a. County shall account for and administer payment of all project design, project administration, construction engineering and construction costs necessary for S.A.P. 056-601-076 and S.A.P. 126-123-006, as identified in paragraph 4, above.

b. Municipality shall account for and reimburse County for its share of all costs associated with project design, project administration, construction engineering and construction costs necessary for S.A.P. 056-601-076 and S.A.P. 126-123-006, as identified in paragraph 5, above.

c. At the completion of the design phase, the County shall provide Municipality an invoice for its share of the project design costs, detailing the total costs paid by County to date and the portion to be reimbursed by Municipality. Payment to County shall be made by the Municipality within thirty (30) days of receipt on an invoice from the County.

d. Beginning at the construction phase, County shall provide Municipality a monthly invoice for its share of projects costs, detailing the total costs paid by County to date and the portion to be reimbursed by Municipality. Payment to County shall be made by Municipality within thirty (30) days of receipt of an invoice from County.

7. Termination. This Agreement may be terminated by the County or Municipality upon seven (7) days written notice should either party fail substantially to perform in accordance with the terms of this Agreement. In the event of termination, the County or Municipality shall be compensated for all services performed and costs paid or incurred to the termination date. All provisions of this Agreement allocating responsibility or liability between the County and Municipality shall survive the completion of the project hereunder and/or the termination of this Agreement.

8. Notice. Any notices to be given under this Agreement shall be given by enclosing the same in a sealed envelope, postage prepaid and depositing the same in the United States Postal Service, addressed to:

For the County:

Otter Tail County Engineer
Otter Tail County Highway Department
505 South Court Street, Suite 1
Fergus Falls, MN 56537

For the Municipality:

Fergus Falls City Engineer
City of Fergus Falls
112 West Washington Avenue
Fergus Falls, MN 56537

9. Records. The County shall make available for review and copying, at reasonable times upon request by the Municipality, any documents, records, memoranda or other such items relating to the project in the County's possession. The County shall specifically keep concise records verifying any work for which compensation is requested or any other extraordinary or miscellaneous expenses arising out of the performance of this Agreement. The County shall keep detailed records pertaining to any controversies, disputes or problems, which affect or could affect the quality or acceptance of the work by Municipality.

10. Reuse of Documents. Drawings and specifications are and shall remain the property of the County whether the project for which they are made is executed or not. The Municipality shall be permitted to retain copies, including reproducible copies of drawings and specifications for information and reference in connection with the Municipality's use and occupancy of the project and for use in any future construction.

11. Insurance. The County and Municipality agree that they will, at all times during this Agreement, be prepared to meet the statutory limits for municipal liability. Any insurance costs incurred shall be the costs and expenses of the insured party and shall not be included as a cost of the project or reimbursed in any way by the other party.

12. Controlling Law. This Agreement shall be governed by the applicable laws of the State of Minnesota.

13. Successors and Assigns. The County and Municipality respectfully bind themselves, their partners, successors and assigns and all legal representatives of such party with respect to all covenants of this Agreement. Neither the County nor Municipality shall assign, sublet or transfer any interest in this Agreement without written consent of the other.

14. Equal Employment and Nondiscrimination. In connection with the work under this Agreement, the County and Municipality agree to comply with the applicable provisions of federal and state equal employment opportunity and nondiscrimination statutes and regulations.

15. Changes. Except as provided herein, the parties agree that no change or modification to this Agreement or any attachments hereto shall have any force or effect unless the change is reduced to writing, dated and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as for this Agreement.

16. Severability. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or nonenforceability would cause the Agreement to fail its purpose. One or more waivers by

covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

17. Entire Agreement. This Agreement, including all exhibits, constitutes the entire Agreement between the County and the Municipality and supersedes all prior written or oral Agreements. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, purchase order or agreement purporting to modify, vary, supplement or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

18. Effective Date. The Agreement shall be effective upon execution by the parties.

Approved as to Form and Execution

Otter Tail County Attorney

OTTER TAIL COUNTY

BY _____
County Board Chair

DATE _____

ATTEST _____
County Board Clerk

DATE _____

CITY OF FERGUS FALLS

BY _____
Mayor

DATE _____

ATTEST _____
City Administrator

DATE _____



Council Action Recommendation

Page 1 of 1

Meeting Date: January 17, 2023

Subject: Outstate Brewing Company Intermediary Relending Program (IRP) Loan

Recommendation: Approve a resolution allowing Outstate Brewing Company to make interest-only payments on their outstanding IRP Loan for January – April 2023.

Background/Key Points:

Outstate Brewing Company received a \$250,000 IRP Loan from the City of Fergus Falls in June 2019. The outstanding balance of the IRP loan is \$171,215.44 as of December 31, 2022. The COVID-19 pandemic and the mandated business closures adversely impacted Outstate Brewing Company.

The City of Fergus Falls approved deferrals of loan payments in 2020 and 2021 for businesses adversely impacted by the pandemic.

Outstate Brewing Company is requesting the City Council allow them to make interest-only payments from January – April 2023. Council member Hicks and City staff have met with Outstate Brewing Company to review financial performance. We anticipate the other lenders will be allowing interest-only payments from January – April 2023.

As we move past the pandemic, Outstate Brewing Company is hopeful this will be their final request for interest-only payments.

Budgetary Impact: Principal payments will be deferred and increase the final payment at the termination of the loan (October 2026).

Originating Department: Finance

Respectfully Submitted: Bill Sonmor, Finance Director

Attachments:

None

RESOLUTION ALLOWING CLAIMS & ORDERING PAYMENT THEREOF

WHEREAS, THE CITY ADMINISTRATOR HAS AUDITED AND THE DEPARTMENTS HAVE APPROVED THE FOLLOWING CLAIMS AGAINST THE CITY OF FERGUS FALLS, AND HAVE CERTIFIED THAT SUCH CLAIMS ARE PROPERLY PAYABLE BY THE SAID CITY, AND THAT THE SAID CITY ADMINISTRATOR HAS VERIFIED SUCH CLAIMS TO BE PAID AND HAS SATISFIED HIMSELF THAT SUCH BILLS AND CLAIMS ARE PROPER CHARGES AGAINST THE CITY OF FERGUS FALLS;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FERGUS FALLS, MINNESOTA, THAT THE FOLLOWING BILLS AND CLAIMS BE AND THEREBY ARE, ORDERED PAID OUT OF THE FOLLOWING FUNDS:

General

ADS ON BOARDS	OCTOBER BOX OF BOARD PADS	107.00
AT&T MOBILITY	DATA PLANS/PREVENTION CHIEF	44.63
AT&T MOBILITY	DATA PLANS/TRAINING CHIEF	44.63
AT&T MOBILITY	DATE PLANS/FIRE CHIEF PHONE	49.66
AT&T MOBILITY	IPADS & CELL PHONE DATA	356.87
ADMINISTRATOR'S CONTINGENCY FD	NOV 2022 ANALYSIS SVC CHARGE	143.69
ADMINISTRATOR'S CONTINGENCY FD	NOVEMBER INTEREST EARNED	.02-
ADMINISTRATOR'S CONTINGENCY FD	2023 RENEWAL TABS	66.00
AMERICAN LEAK ASSN OF MN	NOVEMBER LOCATE SEWER SMELL	2,000.00
AMERITAS	JANUARY DENTAL INSURANCE	4,053.99
SEAN ANDERSON	CLEANING WEEKS OF DEC 19-26	455.04
ANYTIME PLUMBING LLC	INSTALL NEW IGNITOR HOT WATER	301.20
AUTO VALUE - FERGUS FALLS	DECEMBER 32OZ DIESEL 911	39.56
BERGANKDV, LTD	DECEMBER PLAINSIGHT ANNUAL FEE	950.00
BEYER BODY SHOP, INC.	CHEVY MALIBU/22042496	125.00
BEYER BODY SHOP, INC.	TOW BUICK LUCERNE/22042385	125.00
BEYER BODY SHOP, INC.	TOW BUICK REGAL/22042272	175.00
BEYER BODY SHOP, INC.	TOW FORD ESCAPE/22042293	210.00
BEYER BODY SHOP, INC.	TOW HONDA CIVIC/22042384	125.00
BEYER BODY SHOP, INC.	TOW TOYOTA CAMRY/2202498	125.00
BEYER BODY SHOP, INC.	TOWING SERV.LMC CLAIM CA255343	100.00
BIG AXX LLC	JANUARY BLADES SHARPENED	66.00
BIG AXX LLC	JANUARY FREIGHT	67.00
BIG AXX LLC	SHIPPING FEE	61.00
BIG AXX LLC	ZAMBONI BLADE SHARPENING	66.00
BOLTON & MENK INC	PROF SERV 10/29/22-11/25/22	600.00
CARR'S TREE SERVICE, INC.	ABATEMENT/519 E FIR AVE-ECKER	5,162.50
CARR'S TREE SERVICE, INC.	PRIVATE TREE REMOVAL	593.10
CARR'S TREE SERVICE, INC.	TREE TRIMMING 12/27-12/29/2022	6,396.30
CARR'S TREE SERVICE, INC.	12/19/22 - 12/22/22 TRIMMING	8,726.00
CHARTER COMMUNICATIONS	01/02-02/01/23 CABLE	44.88

General

CHARTER COMMUNICATIONS	01/04-02/03/23 CABLE	52.62
COMMISSIONER OF TRANSPORTATION	11/29/2022 BITUMINOUS	2,182.42
COOPERS TECHNOLOGY GROUP	DEC HIGHLIGHTERS,PENS,NOTE PAD	131.31
COOPERS TECHNOLOGY GROUP	DEC REDI-STRIP CATALOG ENVELOP	36.33
COOPERS TECHNOLOGY GROUP	JANUARY FILE FOLDERS,DESK TRAY	76.77
COOPERS TECHNOLOGY GROUP	JANUARY SUPPLIES-PAPER	7.75
DACOTAH PAPER CO	CAN LINER,CUPS,TISSUE,TOWEL	610.66
DACOTAH PAPER CO	WOOD HANDLE,PEROXY CLEANER	176.46
DEPT. OF LABOR AND INDUSTRY	122 W JUNIUS ELEVATOR INSPECT	100.00
EQUIPMENT FUND	DEC FUEL CHARGES #3002	96.78
EQUIPMENT FUND	DEC FUEL CHARGES #3006	73.23
EQUIPMENT FUND	DEC FUEL CHARGES #3013	102.28
EQUIPMENT FUND	DEC FUEL CHARGES #3040	86.19
EQUIPMENT FUND	DEC FUEL CHARGES #3041	50.65
EQUIPMENT FUND	DEC REPAIRS/SERVICE #3013	6,823.53
4M FUND	DEC 22 SERVICE CHARGE	57.44
FARGO GLASS & PAINT CO INC	INSTALL RAIL GUARD	597.00
FASTENAL COMPANY	DEC 20X20X2 FILTERS (MONTE)	598.10
GENERAL FUND	DECEMBER LONG DISTANCE CHARGE	108.88-
GENERAL FUND	DECEMBER COPIER USE	248.96
GENERAL FUND	DECEMBER POSTAGE USE	298.03
GENERAL FUND	TRANSFER DECEMBER COPIER USE	395.72-
GENERAL FUND	TRANSFER DECEMBER POSTAGE USE	564.84-
GOODIN COMPANY	DEC UTILITY GAUGE LEAD FREE	36.96
GRANITE ELECTRONICS	DEC MINITOR VI SINGLE FREG NON	1,621.00
GRANITE ELECTRONICS	DECEMBER VOLUME SWITCH ASSEMBL	112.38
GREAT PLAINS NATURAL GAS CO	DECEMBER NATURAL GAS EXPENSE	6,471.76
HIGH POINT NETWORKS LLC	AZURE ACTIVE DIRECTORY PREMIUM	747.00
HIGH POINT NETWORKS LLC	HPN MONTHLY M365/GSUITE B	228.00
HIGH POINT NETWORKS LLC	OFFICE 365 G3 GCC	1,826.00
HIGH POINT NETWORKS LLC	PROJECT PLAN 3 FOR GCC	30.00
HIGH POINT NETWORKS LLC	VISIO PLAN 2 FOR GCC	45.00
HIRERIGHT LLC	DEC BACKROUND SCREENING HAUGE	11.75
HOME DEPOT CREDIT SERVICES	DEC HUSKY 37PC BIT SET	40.97
HOME DEPOT CREDIT SERVICES	DEC PARTS CHANNING RINK	18.75
HOME DEPOT CREDIT SERVICES	DEC SWIFFER WETJET VTL MOP KIT	38.94
JOHNSON CONTROLS FIRE	ANNUAL FIRE ALARM SYSTEM	434.20
KNUTSON LAWN SERVICE	SNOW REMOVAL 00402 S CASCADE	377.50
KNUTSON LAWN SERVICE	SNOW REMOVAL 524 S MILL ST	412.50
LAKES COUNTRY SERVICE COOP	FIRE DEPT ASBESTOS TESTING	213.54
LEAGUE OF MN CITIES INS. TRUST	1ST QTR 2023 WORKERS' COMP	130,827.00
CODY LEHMANN	FFFD APP-REQUIRED TO HAVE APP	99.00
MARCO TECHNOLOGIES LLC	2023 FIREPOWER MAINTENANCE	3,721.77

General

MARCO TECHNOLOGIES LLC	2023 FIRESITE LICENSE	428.61
MARCO TECHNOLOGIES LLC	2023 FIREWALL MAINTENANCE	1,085.97
MARCO TECHNOLOGIES LLC	2023 PRIME INFORSTRUCTURE	1,566.11
MARCO TECHNOLOGIES LLC	2023 ROUTER MAINTENANCE	2,615.29
MARCO TECHNOLOGIES LLC	2023 SWITCH MAINTENANCE	3,103.59
MARCO TECHNOLOGIES LLC	2023 VMWARE	2,078.44
MARCO TECHNOLOGIES LLC	2023 WIRELESS MAINTENANCE	228.57
MARCO TECHNOLOGIES LLC	12/27/22-01/27/23 COPIER RENT	651.68
METRO SALES, INC	11/18-12/17/22 COPIER RENT	152.98
METRO SALES, INC	11/18-12/17/22 COPIER USAGE	134.10
MIDWEST PRINTING COMPANY	11 X 17 SIGNS	35.00
MN COUNCIL OF AIRPORTS	MEMBER RENEWAL THRU 4/30/2024	150.00
MOTOROLA SOLUTIONS INC	DECEMBER 2 PORTABLE RADIOS	6,344.68
NEW HORIZONS ENERGY	DECEMBER PROPANE-MAIL TERMINAL	2,064.97
NEW HORIZONS ENERGY	DECEMBER PROPANE-SRE BUILDING	2,246.33
NOR-SON CONSTRUCTION INC	OTC TAX	.24-
NOR-SON CONSTRUCTION INC	STATE TAX	3.30-
NYCKLEMOE & ELLIG, P.A.	JANUARY PROSECUTING SERVICES	9,492.50
NYCKLEMOE & ELLIG, P.A.	LEBLANC FORF SHARE/22020136	285.42
OTTER ELECTRIC LLC	INSTALL POWER TO TEMP CHILLERS	2,250.00
OTTER TAIL COUNTY HIGHWAY DEPT	DECOR.LIGHTING-ROUNABOUT	20.07
OTTERTAIL GLASS COMPANY	1/8 CLEAR,LOWE,TEMPERED	146.00
OTTER TAIL POWER COMPANY	DECEMBER ELECTRICITY EXPENSE	42,094.40
OTTER TAIL TELCOM	DEC. TELEPHONE LINES	2,392.48
OTTER TAIL TELCOM	DECEMBER LONG DISTANCE	7.82
OTTER TAIL TELCOM	JAN. TELEPHONE LINES	2,391.42
OTTER TAIL TELCOM	JANUARY ENG.ADDITIONAL LISTING	10.00
OTTER TAIL TELCOM	JANUARY PD TELEPHONE LINES	272.53
OTTER TAIL TELCOM	JANUARY TELEPHONE EXPENSE	799.13
PEBBLE LAKE GOLF CLUB, INC.	CHEMICAL PRODUCTS PURCHASED	5,462.17
POLICE DEPT CONTINGENCY FUND	BOERHAVE UNIFORM EMBROIDERY	81.00
POLICE DEPT CONTINGENCY FUND	BRUSVEN NOTARY RECORDING FEE	20.00
POLICE DEPT CONTINGENCY FUND	HEINEN UNIFORM PURCHASE	593.36
POLICE DEPT CONTINGENCY FUND	NEULEIB UNIFORM EMBROIDERY	45.00
POLICE DEPT CONTINGENCY FUND	POSTAGE REFILL	500.00
POLICE DEPT CONTINGENCY FUND	RENNER UNIFORM PURCHASE	60.00
POLICE DEPT PETTY CASH	TOBACCO COMPLIANCE CK-PD DECOY	40.00
POLICE DEPT PETTY CASH	UNIFORM PURCHASE-FOREMAN	34.35
SERVICE FOOD SUPERVALU	JANUARY MEETING EXPENSE	22.89
SKY CREW SERVICES, LLC	DEC SNOW REMOVAL	3,800.00
SKY CREW SERVICES, LLC	FEBRUARY MANAGEMENT FEES	3,500.00
SKY CREW SERVICES, LLC	NOV SNOW REMOVAL	160.00
SKY CREW SERVICES, LLC	2022 CONTRACT AMOUNT OWED	1,720.00

General

SPEE*DEE DELIVERY SERVICE INC	STANDARD SHIPPING	59.99
STENERSON BROTHERS LUMBER CO	BRD NAILS	11.39
SUMMIT COMPANIES	ANNUAL FIRE EXTINGUISHER INSPE	289.90
SUMMIT COMPANIES	DEC RECHARGE FIRE EXTINGUISHER	154.00
VERIZON WIRELESS	CELL/AIR CARDS 12/2-1/1	1,082.29
VERIZON WIRELESS	JANUARY CELL PHONE EXPENSE	40.01
WELLS FARGO - INVESTMENTS	PURCAHSE OF INVEST/01F0506C5	48,214.19-
WELLS FARGO - INVESTMENTS	PURCAHSE OF INVEST/01F0526C1	187,335.05-
WELLS FARGO - INVESTMENTS	PURCAHSE OF INVEST/663532KN8	89,626.83-
WELLS FARGO - INVESTMENTS	PURCAHSE OF INVEST/797272QT1	22,090.40-
WELLS FARGO - INVESTMENTS	PURCAHSE OF INVEST/83162CR62	135,000.00-
WELLS FARGO - INVESTMENTS	PURCAHSE OF INVEST/91282CFW6	152,308.64-
WELLS FARGO - INVESTMENTS	PURCAHSE OF INVEST/91282CFY2	80,817.90-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST/91282CFV8	66,740.20-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVESTMENTS - DEC	1,564,266.42
WEX	JAN ER HSA CONTRIBUTION	10,658.12
	F U N D T O T A L	1,083,543.35

P.A. General

ATLAS OUTDOOR SERVICES LLC	JANUARY CBHH SNOW/LAWN CARE	1,000.00
GENERAL FUND	DECEMBER LONG DISTANCE CHARGE	2.42
GENERAL FUND	DECEMBER COPIER USE	29.48
MARCO TECHNOLOGIES LLC	12/27/22-01/27/23 COPIER RENT	51.89
OTTER TAIL TELCOM	DEC. TELEPHONE LINES	6.36
OTTER TAIL TELCOM	JAN. TELEPHONE LINES	6.37
SUMMIT COMPANIES	MONTHLY MONITORING -JAN	32.50
UGSTAD PLUMBING INC	ACCESS PANEL & FAUCET SENSOR	1,913.22
UGSTAD PLUMBING INC	BATTERY PACK CONNECTIONS BATH	90.00
UGSTAD PLUMBING INC	BOILER/GEN CK 12/12/22	135.00
UGSTAD PLUMBING INC	BOILER/GEN CK 12/19/22	90.00
UGSTAD PLUMBING INC	BOILER/GEN CK 12/23/22	90.00
UGSTAD PLUMBING INC	MONTHLY MAIN -PLBG & HTG AUG	180.00
WSB & ASSOCIATES INC	NOV ECONOMIC DEVELOPMENT ASSIS	1,023.75
WEX	JAN ER HSA CONTRIBUTION	50.00
	F U N D T O T A L	4,700.99

Regional Treatment Center-City Operated

OTTER TAIL POWER COMPANY	DECEMBER ELECTRICITY EXPENSE	221.41
	F U N D T O T A L	221.41

Public Library

ARAMARK UNIFORM SERVICES	DECEMBER LINEN SUPPLY	40.73
BAKER & TAYLOR INC	BOOKS	36.39
BAKER & TAYLOR INC	FREIGHT SURCHARGE	.36
BAKER & TAYLOR INC	PROCESSING	.79
BATTLE LAKE REVIEW	LRAC LEGACY GRANT AD 2022	183.15
BEYOND THE MITRED CORNERS	REFRAMING LIBRARY	721.41
DAILY JOURNAL	AD HOLIDAY ISSUE 2022	329.00
DAILY JOURNAL	SUBSCRIPTION NEWSPAPER	168.00
DEMCO EDUCATIONAL CORP	PROCESSING SUPPLIES	488.98
EMPLOYEES INSURANCE TRUST FUND	CORRECT JUL22 HEALTH INSURANCE	380.84-
GENERAL FUND	DECEMBER LONG DISTANCE CHARGE	45.04
GREAT PLAINS NATURAL GAS CO	DECEMBER NATURAL GAS EXPENSE	139.36
HOME DEPOT CREDIT SERVICES	DEC EXTN CORD/SCREWS (JUSTIN)	62.94
HOOPLA	DIGITAL CONTENT	950.46
JESSALYNN TORGERSON	DESIGN BOOKMARK PROMOTING ART	180.00
LEIGHTON BROADCASTING	LRAC GRANT RADIDO AD	304.00
MAGAZINE SUBSCRIPTION SERVICE	MAGAZINE SUBSCRIPTIONS	2,870.35
MIDWEST PRINTING COMPANY	LRAC GRANT BOOKMARKS	125.00
OTTER TAIL POWER COMPANY	DECEMBER ELECTRICITY EXPENSE	4,048.38
OTTER TAIL TELCOM	DEC. TELEPHONE LINES	76.27
OTTER TAIL TELCOM	JAN. TELEPHONE LINES	76.42
OTTER TAIL TELCOM	JANUARY LIBRARY FAX LINE	35.43
OTTER TAIL TELCOM	JANUARY TELEPHONE EXPENSE	147.32
SUMMIT COMPANIES	SUMMIT FIRE ALARM 2023	341.00
US BANK EQUIPMENT FINANCE	12/21/22-01/21/23 COPIER LEASE	564.24
WEX	JAN ER HSA CONTRIBUTION	1,187.50
	F U N D T O T A L	12,741.68

Bigwood Event Center

Bigwood Event Center

ARAMARK	AUGUST LINEN SUPPLY	197.90
ARAMARK	JANUARY LINEN SUPPLY	199.26
CARDCONNECT	DEC CREDIT CARD FEES	147.36
VIKING COCA-COLA BOTTLING CO	JANUARY BEVERAGES	253.25
HERZOG ROOFING	MAY RE-CAULK AREA SE ENTRANCE	335.00
MARCO TECHNOLOGIES LLC	12/29/22-01/29/23 COPIER RENT	119.86
OTTER TAIL POWER COMPANY	DECEMBER ELECTRICITY EXPENSE	2,604.05
OTTER TAIL TELCOM	DEC. TELEPHONE LINES	198.47
OTTER TAIL TELCOM	JAN. TELEPHONE LINES	198.50
OTTER TAIL TELCOM	JANUARY BW INTERNET ACCESS	91.64
PRECISION CATERING MINNESOTA	DECEMBER 14TH - BEVERAGES	488.00
PRECISION CATERING MINNESOTA	DECEMBER 14TH - FOOD	3,562.50
PRECISION CATERING MINNESOTA	DECEMBER 14TH - FOOD COMMISSIO	500.70-
SUMMIT COMPANIES	DECEMBER SVC CALL-FIRE ALARM	599.25
TWEETON REFRIGERATION	DECEMBER ICE MACHINE RENTAL	180.00
WEX	JAN ER HSA CONTRIBUTION	250.00
WL HALL CO INTERIOR SERVICE	SERVICE ON EXPANDABLE	1,687.50
	F U N D T O T A L	10,611.84

T.I. #4-11 H9, LLC

H9 LLC	SEMI-ANNUAL PAYMENT/INTEREST	7,892.34
H9 LLC	SEMI-ANNUAL PAYMENT/PRINCIPAL	6,533.34
	F U N D T O T A L	14,425.68

IRP Revolving Loan

GENERAL FUND	DECEMBER COPIER USE	.26
	F U N D T O T A L	.26

CDBG/HUD Revolving Loan

CDBG/HUD Revolving Loan

GENERAL FUND	DECEMBER COPIER USE	4.36
GENERAL FUND	DECEMBER POSTAGE USE	2.01
	F U N D T O T A L	6.37

P.I.R. Bond and Interest 2019B

NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/INTEREST	14,250.00
NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/PRINCIPAL	45,000.00
	F U N D T O T A L	59,250.00

G.O. Port Authority Bonds, Series 2021A

NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/INTEREST	9,338.75
NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/PRINCIPAL	85,000.00
	F U N D T O T A L	94,338.75

Capital Improvement

BOLTON & MENK INC	PROF SERV 10/29/22-11/25/22	2,800.00
BOLTON & MENK INC	PROF SERV 11/12/22 TO 12/9/22	8,917.50
COOPERS TECHNOLOGY GROUP	RISING DESK MODIFICATION	723.04
MOORE ENGINEERING INC	PROF SERV.LINCOLN-UNION AVE	17,575.00
PATCHIN MESSNER DODD & BRUMM	STANTON AVE DRAFT 12/28/2022	12,000.00
PEMBERTON LAW, P.L.L.P.	NOVEMBER LEGAL FEES	62.50
RMB ENVIRONMENTAL LABORATORIES	DECEMBER TEST AT OLD WWTP	366.78
TAFT STETTINIUS HOLLISTER LLP	2022 CONTRACT MATTER	542.50
	F U N D T O T A L	42,987.32

Liquor Store

Liquor Store

AL'S REFRIGERATION, INC.	DECEMBER RESET TEMP CONTROLLER	142.50
THE AMERICAN BOTTLING COMPANY	DECEMBER/MIX	271.66
THE AMERICAN BOTTLING COMPANY	JANUARY/MIX	244.71
ARTISAN BEER COMPANY	DECEMBER/BEER	1,858.32
ARTISAN BEER COMPANY	DECEMBER/MIX	6.68-
ARTISAN BEER COMPANY	JANUARY/BEER	1,772.50
BELLBOY CORPORATION	DECEMBER/FREIGHT	59.12
BELLBOY CORPORATION	DECEMBER/LIQUOR	3,484.90
BELLBOY CORPORATION	DECEMBER/MIX	433.60
BELLBOY CORPORATION	JANUARY/FREIGHT	38.35
BELLBOY CORPORATION	JANUARY/LIQUOR	2,358.85
BELLBOY CORPORATION	JANUARY/MIX	308.61
BEVERAGE WHOLESALERS INC	DECEMBER/BEER	13,613.28
BEVERAGE WHOLESALERS INC	DECEMBER/MIX	6.06-
BEVERAGE WHOLESALERS INC	JANUARY/BEER	14,966.40
BEVERAGE WHOLESALERS INC	JANUARY/MIX	36.40
BEVERAGE WHOLESALERS INC	JANUARY/WINE	600.30
BRAUN VENDING INC	JANUARY WATER COOLER RENT	7.00
BREAKTHRU BEVERAGE MINNESOTA	JANUARY/FREIGHT	203.60
BREAKTHRU BEVERAGE MINNESOTA	JANUARY/LIQUOR	11,215.02
BREAKTHRU BEVERAGE MINNESOTA	JANUARY/MIX	223.02
BREAKTHRU BEVERAGE MINNESOTA	JANUARY/WINE	1,310.68
CAYAN	DECEMBER 2022 CR CD FEES	17,506.08
VIKING COCA-COLA BOTTLING CO	JANUARY/MIX	364.40
D-S BEVERAGES, INC.	DECEMBER/BEER	31,800.77
D-S BEVERAGES, INC.	DECEMBER/LIQUOR	2,617.90
D-S BEVERAGES, INC.	DECEMBER/MIX	1,235.15
D-S BEVERAGES, INC.	DECEMBER/WINE	100.50
D-S BEVERAGES, INC.	JANUARY/BEER	15,224.45
D-S BEVERAGES, INC.	JANUARY/LIQUOR	35.06
D-S BEVERAGES, INC.	JANUARY/MIX	898.20
DACOTAH PAPER CO	DECEMBER BAGS, ROLL THERMAL	251.32
FERGUS BREWING COMPANY LLC	JANUARY/BEER	882.00
GENERAL FUND	DECEMBER LONG DISTANCE CHARGE	1.43
GREAT PLAINS NATURAL GAS CO	DECEMBER NATURAL GAS EXPENSE	1,631.91
JOHNSON BROTHERS LIQUOR CO	DECEMBER/FREIGHT	45.45
JOHNSON BROTHERS LIQUOR CO	DECEMBER/LIQUOR	1,410.33
JOHNSON BROTHERS LIQUOR CO	DECEMBER/WINE	101.17
JOHNSON BROTHERS LIQUOR CO	JANUARY/FREIGHT	486.82
JOHNSON BROTHERS LIQUOR CO	JANUARY/LIQUOR	15,515.79
JOHNSON BROTHERS LIQUOR CO	JANUARY/MIX	462.55
JOHNSON BROTHERS LIQUOR CO	JANUARY/WINE	12,301.71
LIQUOR STORE	RECEIPT JANUARY RENT	358.00-

Liquor Store

THE MCKINNON COMPANY INC	JANUARY/MIX	38.69
OTTER TAIL POWER COMPANY	DECEMBER ELECTRICITY EXPENSE	3,427.28
OTTER TAIL TELCOM	DEC. TELEPHONE LINES	83.56
OTTER TAIL TELCOM	JAN. TELEPHONE LINES	83.68
OTTER TAIL TELCOM	JANUARY TELEPHONE EXPENSE	312.25
OUTSTATE BREWING COMPANY	JANUARY/BEER	893.00
PEPSI BEVERAGE COMPANY	JANUARY/MIX	843.06
PHILLIPS WINE & SPIRITS CO	DECEMBER/FREIGHT	89.44
PHILLIPS WINE & SPIRITS CO	DECEMBER/LIQUOR	3,711.30
PHILLIPS WINE & SPIRITS CO	DECEMBER/WINE	1,048.78
PHILLIPS WINE & SPIRITS CO	JANUARY/FREIGHT	458.99
PHILLIPS WINE & SPIRITS CO	JANUARY/LIQUOR	20,619.90
PHILLIPS WINE & SPIRITS CO	JANUARY/MIX	242.47
PHILLIPS WINE & SPIRITS CO	JANUARY/WINE	3,221.90
SOUTHERN GLAZER'S OF MN	DECEMBER/FREIGHT	242.34
SOUTHERN GLAZER'S OF MN	DECEMBER/LIQUOR	12,133.62
SOUTHERN GLAZER'S OF MN	DECEMBER/MIX	97.00
SOUTHERN GLAZER'S OF MN	DECEMBER/WINE	2,517.92
SOUTHERN GLAZER'S OF MN	JANUARY/FREIGHT	98.05
SOUTHERN GLAZER'S OF MN	JANUARY/LIQUOR	6,188.94
SOUTHERN GLAZER'S OF MN	JANUARY/WINE	88.00
TALKING WATERS BREWING CO LLC	DECEMBER/BEER	195.00
TOTAL REGISTER SYSTEMS	FTP MONTHLY SERVICE	32.21
VINOCOPIA INC	JANUARY/FREIGHT	32.50
VINOCOPIA INC	JANUARY/LIQUOR	880.47
VINOCOPIA INC	JANUARY/MIX	120.00
VINOCOPIA INC	JANUARY/WINE	724.00
WEX	JAN ER HSA CONTRIBUTION	1,518.75
WINE MERCHANTS INC	DECEMBER/FREIGHT	46.88
WINE MERCHANTS INC	DECEMBER/WINE	2,940.70
	F U N D T O T A L	218,581.75

Refuse Disposal

GENERAL FUND	DECEMBER LONG DISTANCE CHARGE	.64
MARCO TECHNOLOGIES LLC	12/27/22-01/27/23 COPIER RENT	194.74
METRO SALES, INC	11/18-12/17/22 COPIER RENT	16.55
METRO SALES, INC	11/18-12/17/22 COPIER USAGE	14.80
NEW HORIZONS ENERGY	DECEMBER PROPANE	2,094.60

Refuse Disposal

OTTER TAIL POWER COMPANY	DECEMBER ELECTRICITY EXPENSE	223.39
OTTER TAIL POWER COMPANY	NOVEMBER SERVICE-MAIL BILLS	76.35
OTTER TAIL TELCOM	DEC. TELEPHONE LINES	25.42
OTTER TAIL TELCOM	JAN. TELEPHONE LINES	25.47
OTTER TAIL TELCOM	JANUARY TELEPHONE EXPENSE	143.21
REVTRAK INC	DECEMBER 2022 CR CD FEES	2,414.06
WASTEWATER TREATMENT FUND	DEC ASH CELL LEACHATE	302.40
WASTEWATER TREATMENT FUND	DEC DEMO CELL LEACHATE	461.25
WEX	JAN ER HSA CONTRIBUTION	1,608.13
	F U N D T O T A L	7,601.01

Sewage Treatment

CAPITALONE TRADE CREDIT	NOVEMBER BACKPACK BLOWER	689.99
GENERAL FUND	DECEMBER LONG DISTANCE CHARGE	19.59
GENERAL REPAIR SERVICE	DEC CABLE TRUMPET, LABOR	2,589.40
GOPHER STATE ONE CALL	DEC BILLABLE TICKETS	9.00
GREAT PLAINS NATURAL GAS CO	DECEMBER NATURAL GAS EXPENSE	2,369.55
HAWKINS INC	DEC CYLINDERS	50.00
MARCO TECHNOLOGIES LLC	12/27/22-01/27/23 COPIER RENT	194.74
METRO SALES, INC	11/18-12/17/22 COPIER RENT	16.56
METRO SALES, INC	11/18-12/17/22 COPIER USAGE	14.80
MINNESOTA PUMP WORKS	JAN ANCHOR/CHAIN (TRAVIS)	533.68
OCECO INC	DEC 3"FLAME TRAP,SS ELEMENT,	17,289.44
OTTER TAIL POWER COMPANY	DECEMBER ELECTRICITY EXPENSE	8,643.80
OTTER TAIL POWER COMPANY	NOVEMBER SERVICE-MAIL BILLS	76.34
OTTER TAIL TELCOM	DEC. TELEPHONE LINES	25.42
OTTER TAIL TELCOM	JAN. TELEPHONE LINES	25.47
OTTER TAIL TELCOM	JANUARY TELEPHONE EXPENSE	141.61
RMB ENVIRONMENTAL LABORATORIES	DEC ANALYSIS	432.12
RMB ENVIRONMENTAL LABORATORIES	JAN ANALYSIS	602.88
REVTRAK INC	DECEMBER 2022 CR CD FEES	2,414.06
WASTEWATER TREATMENT FUND	RECEIPT TO DEC LEACHATE	763.65-
WEX	JAN ER HSA CONTRIBUTION	1,485.63
	F U N D T O T A L	36,860.43

Water

Water

ADMINISTRATOR'S CONTINGENCY FD	JANUARY UTILITIES REFUND	943.71
CORE & MAIN LP	DEC CREDIT VALVE INV R018768	679.63-
CORE & MAIN LP	JAN 16" JOINT CLAMP/6" ALPHA	3,298.16
FORUM COMMUNICATIONS	DEC UTILITIES BILLING TECH	604.50
GENERAL FUND	DECEMBER LONG DISTANCE CHARGE	9.85
GENERAL FUND	DECEMBER COPIER USE	112.66
GENERAL FUND	DECEMBER POSTAGE USE	264.80
GOIN' POSTAL FERGUS FALLS	JAN POSTAGE	13.98
GOPHER STATE ONE CALL	DEC BILLABLE TICKETS	9.00
HAWKINS INC	DEC MISC CYLINDERS	30.00
LEAGUE OF MN CITIES INS TRUST	SEPTEMBER/INDEMNITY-237715	57.60
MARCO TECHNOLOGIES LLC	12/27/22-01/27/23 COPIER RENT	275.07
METRO SALES, INC	11/18-12/17/22 COPIER RENT	16.56
METRO SALES, INC	11/18-12/17/22 COPIER USAGE	14.80
NOR-SON CONSTRUCTION INC	COMMERCIAL WATER	1.09-
NOR-SON CONSTRUCTION INC	LESS DEPOSIT	60.00
NOR-SON CONSTRUCTION INC	TEMP 5/8 METER RENT	46.80-
NORTH CENTRAL LABORATORIES	DEC POTASSIUM IODIDE, ACS	636.59
NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/INTEREST	26,125.00
NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/PRINCIPAL	80,000.00
OTTER TAIL POWER COMPANY	DECEMBER ELECTRICITY EXPENSE	4,512.24
OTTER TAIL POWER COMPANY	NOVEMBER SERVICE-MAIL BILLS	76.34
OTTER TAIL TELCOM	DEC. TELEPHONE LINES	25.42
OTTER TAIL TELCOM	JAN. TELEPHONE LINES	25.47
OTTER TAIL TELCOM	JANUARY TELEPHONE EXPENSE	161.35
REVTRAK INC	DECEMBER 2022 CR CD FEES	2,414.05
USA BLUEBOOK	DEC MISC CHEMICAL SUPPLIES	379.61
USA BLUEBOOK	DEC TITRANT HEXAVER,BROMCRESOL	190.47
VERIZON WIRELESS	JANUARY CELL PHONE EXPENSE	737.64
WEX	JAN ER HSA CONTRIBUTION	1,238.13
	F U N D T O T A L	121,505.48

Storm Water

GOPHER STATE ONE CALL	DEC BILLABLE TICKETS	9.00
NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/INTEREST	11,200.00
NORTHLAND TRUST SERVICES, INC.	SEMI-ANNUAL PAYMENT/PRINCIPAL	35,000.00
OTTER TAIL POWER COMPANY	DECEMBER ELECTRICITY EXPENSE	149.69
	F U N D T O T A L	46,358.69

Equipment

AMERICAN WELDING & GAS, INC	JAN SWEAT BAND FAB SHOP	15.51
AUTO VALUE - FERGUS FALLS	JAN AIR FILTER UNIT 215	85.04
AUTO VALUE - FERGUS FALLS	JAN AIR FILTERS U-294	73.23
AUTO VALUE - FERGUS FALLS	JAN BRAKE PARTS CLEANER	53.88
AUTO VALUE - FERGUS FALLS	JAN CAB AIR FILTER UNIT 284	38.19
AUTO VALUE - FERGUS FALLS	JAN CIG LIGHTER WIRING KIT	10.99
AUTO VALUE - FERGUS FALLS	JAN FEMALE JIC 37 HYD FITTING	19.78
AUTO VALUE - FERGUS FALLS	JAN FOG LAMP BULB (STK)	35.94
AUTO VALUE - FERGUS FALLS	JAN GEARBOX GREASE SEAL (STK)	12.99
AUTO VALUE - FERGUS FALLS	JAN IGN SWITCH UNIT 492	13.99
AUTO VALUE - FERGUS FALLS	JAN MALE JIC 37 HYD FITTING	4.99
AUTO VALUE - FERGUS FALLS	JAN OIL FILTER UNIT 284	14.45
AUTO VALUE - FERGUS FALLS	JAN POWER PLUG SOCKET/PLUG 949	9.48
AUTO VALUE - FERGUS FALLS	JAN RV ANTIFREEZE (PARK)	9.64
AUTO VALUE - FERGUS FALLS	JAN STOCK AIR FILTER	43.42
AUTO VALUE - FERGUS FALLS	JAN STOCK AIR FILTERS	92.04
AUTO VALUE - FERGUS FALLS	JAN STOCK HYD FITTINGS	104.57
AUTO VALUE - FERGUS FALLS	JAN STOCK PARTS ORDER	384.96
AUTO VALUE - FERGUS FALLS	JAN 12.0X1.75 M TAP (SHOP)	9.99
BEYER BODY SHOP, INC.	JAN HAUL 280 RDO TO LANDFILL	350.00
BRENCO	DEC BD 50/50 FLOOR SCRUBBER	3,150.00
BRENCO	DEC VALVE P.WASHER-CITY SHOP	461.00
CODE 4 SERVICES INC	2101/2102 NEW SQUAD ACCESSORIE	21,418.02
COSSETTE ELECTRIC LLC	CITY SHOP-EXT. LIGHT REPAIR	250.00
EQUIPMENT FUND	DEC FUEL USAGE	409.13-
EQUIPMENT FUND	DEC REPAIRS/SERVICE	6,823.53-
JOHN DEERE FINANCIAL	JAN CAP SCREW/WASHER U-280	39.40
JOHN DEERE FINANCIAL	JAN DEF FLUID (SHOP)	164.45
JOHN DEERE FINANCIAL	JAN FAN PLATE UNIT 952	413.34
JOHN DEERE FINANCIAL	JAN FUEL FILTERS UNIT 299	254.18
JOHN DEERE FINANCIAL	JAN OIL COOLER/SEALS U-280	866.18
JOHN DEERE FINANCIAL	JAN PLATE/KEY/SCREW U-949	424.32
FASTENAL COMPANY	JAN 5/8"-11X2.5 PLOW BOLTS	108.43
GENERAL FUND	DECEMBER LONG DISTANCE CHARGE	27.81
NAPA AUTO PARTS - FERGUS FALLS	JAN HYD HOSE UNIT 216	34.76
GREAT PLAINS NATURAL GAS CO	DECEMBER NATURAL GAS EXPENSE	4,616.06
INTERSTATE BATTERY SYSTEM	JAN 4D-XHD BATTERIES	477.90
MARCO TECHNOLOGIES LLC	12/27/22-01/27/23 COPIER RENT	77.32
NELSON AUTO CENTER	JAN TIRE VALVE STEMS (STOCK)	36.72
NEW HORIZONS ENERGY	DEC #1 DIESEL CITY SHOP	11,750.10
NORTHWEST TIRE INC	REPAIR 2082 TIRE	35.63
NORTHWEST TIRE INC	2093 NEW TIRES	759.16
OLSON OIL COMPANY INC	DEC DIESEL FUEL UNIT 201	110.92

Equipment

OLSON OIL COMPANY INC	DEC DIESEL FUEL UNIT 207	255.93
OLSON OIL COMPANY INC	DEC DIESEL FUEL UNIT 211	58.06
OLSON OIL COMPANY INC	DEC DIESEL FUEL UNIT 215	117.84
OLSON OIL COMPANY INC	DEC DIESEL FUEL UNIT 225	170.00
OLSON OIL COMPANY INC	DEC DIESEL FUEL UNIT 227	183.25
OLSON OIL COMPANY INC	DEC DIESEL FUEL UNIT 228	150.05
OLSON OIL COMPANY INC	DEC DIESEL FUEL UNIT 234	151.92
OLSON OIL COMPANY INC	DEC DIESEL FUEL UNIT 239	151.55
OLSON OIL COMPANY INC	DEC DIESEL FUEL UNIT 266	125.57
OLSON OIL COMPANY INC	DEC DIESEL FUEL UNIT 287	491.00
OLSON OIL COMPANY INC	DEC DIESEL FUEL UNIT 296	335.55
OLSON OIL COMPANY INC	DEC DIESEL FUEL UNIT 299	427.90
OLYMPIC SALES INC	JAN RELIEF VALVE/D BOLT (STK)	448.05
OTTER TAIL POWER COMPANY	DECEMBER ELECTRICITY EXPENSE	2,016.84
OTTER TAIL TELCOM	DEC. TELEPHONE LINES	57.21
OTTER TAIL TELCOM	JAN. TELEPHONE LINES	57.31
OTTER TAIL TELCOM	JANUARY TELEPHONE EXPENSE	36.03
OVERHEAD DOOR CO	JAN REMOVE & REINSTALL DOOR	633.00
PUMP AND METER SERVICE INC	JAN DIESEL PUMP FILTER (SHOP)	41.92
ROYAL TIRE INC	DEC STOCK 26X12.00-12 TIRES	1,468.56
WALLWORK TRUCK CENTER F.F.	JAN STARTER UNIT 214	387.40
WEX	JAN ER HSA CONTRIBUTION	566.24
ZIEGLER INC.	JAN ANTENNA UNIT 294	25.04
ZIEGLER INC.	JAN STOCK CUTTING EDGES	3,021.55
	F U N D T O T A L	51,003.89

Employees Insurance

EMPLOYEES INSURANCE TRUST FUND	CORRECT JUL22 HEALTH INSURANCE	380.84
	F U N D T O T A L	380.84

Flexible Benefit Agency

MII LIFE INCORPORATED	2022 FLEX PLAN REIMB	2,946.44
	F U N D T O T A L	2,946.44

1/17/2023

R E S O L U T I O N R E C O R D

PEG Access

LIQUOR STORE	JANUARY RENT	358.00
OTTER TAIL POWER COMPANY	DECEMBER ELECTRICITY EXPENSE	71.61
OTTER TAIL TELCOM	JANUARY TELEPHONE EXPENSE	222.49
	F U N D T O T A L	652.10

Fergus Falls Convention and Visitor's Bureau, Inc.

ACUITY INSURANCE	2023 WORKERS' COMP INSURANCE	808.00
GENERAL FUND	DECEMBER LONG DISTANCE CHARGE	2.10
MN ASSOC OF C.V.B.	2023 MEMBERSHIP RENEWAL	425.00
OTTER TAIL TELCOM	DEC. TELEPHONE LINES	19.07
OTTER TAIL TELCOM	JAN. TELEPHONE LINES	19.10
SHI INTERNATIONAL CORP	CVB THINKSTATION P520 30BE	2,836.37
TWIN CITIES BICYCLING CLUB	2023 TITANIUM SPONSORSHIP	800.00
VERIZON WIRELESS	JANUARY CELL PHONE EXPENSE	89.31
	F U N D T O T A L	4,998.95

T O T A L A L L F U N D S 1,813,717.23

BE IT FURTHER RESOLVED, THAT THE CITY ADMINISTRATOR BE, AND HE HEREBY IS AUTHORIZED AND DIRECTED TO DRAW WARRANTS FOR THE ABOVE CLAIMS FROM THE RESPECTIVE FUNDS AS HEREIN INDICATED, AND THAT THE MAYOR AND CITY ADMINISTRATOR BE, AND THEY HEREBY ARE, AUTHORIZED TO EXECUTE AND DELIVER SUCH WARRANTS.

THE ABOVE AND FOREGOING RESOLUTION WAS OFFERED AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 17 DAY OF JANUARY BY ALDERMAN WHO MOVED ITS ADOPTION, WAS SECONDED BY ALDERMAN AND ADOPTED BY THE FOLLOWING VOTE:

AYES:

NAYS:

ABSTAIN:

ABSENT:

WHEREUPON THE ABOVE RESOLUTION WAS DULY DECLARED ADOPTED.

ATTEST:

APPROVED:

CITY ADMINISTRATOR

MAYOR

1/17/2023

R E S O L U T I O N R E C O R D

COMMISSIONER OF TRANSPORTATION	2,182.42
DEPT. OF LABOR AND INDUSTRY	100.00
4M FUND	57.44
OTTER TAIL COUNTY HIGHWAY DEPT	20.07
ADS ON BOARDS	107.00
AT&T MOBILITY	495.79
ACUITY INSURANCE	808.00
ADMINISTRATOR'S CONTINGENCY FD	1,153.38
AL'S REFRIGERATION, INC.	142.50
THE AMERICAN BOTTLING COMPANY	516.37
AMERICAN LEAK ASSN OF MN	2,000.00
ARAMARK UNIFORM SERVICES	40.73
ARAMARK	397.16
AMERICAN WELDING & GAS, INC	15.51
AMERITAS	4,053.99
SEAN ANDERSON	455.04
ANYTIME PLUMBING LLC	301.20
ARTISAN BEER COMPANY	3,624.14
ATLAS OUTDOOR SERVICES LLC	1,000.00
AUTO VALUE - FERGUS FALLS	1,057.13
BAKER & TAYLOR INC	37.54
BATTLE LAKE REVIEW	183.15
BELLBOY CORPORATION	6,683.43
BERGANKDV, LTD	950.00
BEVERAGE WHOLESALERS INC	29,210.32
BEYER BODY SHOP, INC.	1,335.00
BEYOND THE MITRED CORNERS	721.41
BIG AXX LLC	260.00
BOLTON & MENK INC	12,317.50
BRAUN VENDING INC	7.00
BREAKTHRU BEVERAGE MINNESOTA	12,952.32
BRENCO	3,611.00
CAPITALONE TRADE CREDIT	689.99
CARDCONNECT	147.36
CARR'S TREE SERVICE, INC.	20,877.90
CAYAN	17,506.08
CHARTER COMMUNICATIONS	97.50
VIKING COCA-COLA BOTTLING CO	617.65
CODE 4 SERVICES INC	21,418.02
COOPERS TECHNOLOGY GROUP	975.20
CORE & MAIN LP	2,618.53
COSSETTE ELECTRIC LLC	250.00
D-S BEVERAGES, INC.	51,912.03
DACOTAH PAPER CO	1,038.44
DAILY JOURNAL	497.00
DEMCO EDUCATIONAL CORP	488.98
FARGO GLASS & PAINT CO INC	597.00

1/17/2023

R E S O L U T I O N R E C O R D

JOHN DEERE FINANCIAL	2,161.87
FASTENAL COMPANY	706.53
FERGUS BREWING COMPANY LLC	882.00
FORUM COMMUNICATIONS	604.50
GENERAL REPAIR SERVICE	2,589.40
NAPA AUTO PARTS - FERGUS FALLS	34.76
GOIN' POSTAL FERGUS FALLS	13.98
GOODIN COMPANY	36.96
GOPHER STATE ONE CALL	27.00
GRANITE ELECTRONICS	1,733.38
GREAT PLAINS NATURAL GAS CO	15,228.64
H9 LLC	14,425.68
HAWKINS INC	80.00
HERZOG ROOFING	335.00
HIGH POINT NETWORKS LLC	2,876.00
HIRERIGHT LLC	11.75
HOME DEPOT CREDIT SERVICES	161.60
HOOPLA	950.46
INTERSTATE BATTERY SYSTEM	477.90
JOHNSON BROTHERS LIQUOR CO	30,323.82
JOHNSON CONTROLS FIRE	434.20
JESSALYNN TORGERSON	180.00
KNUTSON LAWN SERVICE	790.00
LAKES COUNTRY SERVICE COOP	213.54
LEAGUE OF MN CITIES INS. TRUST	130,827.00
LEAGUE OF MN CITIES INS TRUST	57.60
CODY LEHMANN	99.00
LEIGHTON BROADCASTING	304.00
MII LIFE INCORPORATED	2,946.44
MAGAZINE SUBSCRIPTION SERVICE	2,870.35
MARCO TECHNOLOGIES LLC	16,393.65
THE MCKINNON COMPANY INC	38.69
METRO SALES, INC	381.15
MIDWEST PRINTING COMPANY	160.00
MN ASSOC OF C.V.B.	425.00
MN COUNCIL OF AIRPORTS	150.00
MINNESOTA PUMP WORKS	533.68
MOORE ENGINEERING INC	17,575.00
MOTOROLA SOLUTIONS INC	6,344.68
NELSON AUTO CENTER	36.72
NEW HORIZONS ENERGY	18,156.00
NOR-SON CONSTRUCTION INC	8.57
NORTH CENTRAL LABORATORIES	636.59
NORTHLAND TRUST SERVICES, INC.	305,913.75
NORTHWEST TIRE INC	794.79
NYCKLEMOE & ELLIG, P.A.	9,777.92
OCECO INC	17,289.44

1/17/2023

R E S O L U T I O N R E C O R D

OLSON OIL COMPANY INC	2,729.54
OLYMPIC SALES INC	448.05
OTTER ELECTRIC LLC	2,250.00
OTTERTAIL GLASS COMPANY	146.00
OTTER TAIL POWER COMPANY	68,242.12
OTTER TAIL TELCOM	8,199.70
OUTSTATE BREWING COMPANY	893.00
OVERHEAD DOOR CO	633.00
PATCHIN MESSNER DODD & BRUMM	12,000.00
PEBBLE LAKE GOLF CLUB, INC.	5,462.17
PEMBERTON LAW, P.L.L.P.	62.50
PEPSI BEVERAGE COMPANY	843.06
PHILLIPS WINE & SPIRITS CO	29,392.78
POLICE DEPT CONTINGENCY FUND	1,299.36
POLICE DEPT PETTY CASH	74.35
PRECISION CATERING MINNESOTA	3,549.80
PUMP AND METER SERVICE INC	41.92
RMB ENVIRONMENTAL LABORATORIES	1,401.78
REVTRAK INC	7,242.17
ROYAL TIRE INC	1,468.56
SERVICE FOOD SUPERVALU	22.89
SKY CREW SERVICES, LLC	9,180.00
SHI INTERNATIONAL CORP	2,836.37
SOUTHERN GLAZER'S OF MN	21,365.87
SPEE*DEE DELIVERY SERVICE INC	59.99
STENERSON BROTHERS LUMBER CO	11.39
SUMMIT COMPANIES	1,416.65
TWEETON REFRIGERATION	180.00
TAFT STETTINIUS HOLLISTER LLP	542.50
TALKING WATERS BREWING CO LLC	195.00
TOTAL REGISTER SYSTEMS	32.21
TWIN CITIES BICYCLING CLUB	800.00
UGSTAD PLUMBING INC	2,498.22
USA BLUEBOOK	570.08
US BANK EQUIPMENT FINANCE	564.24
VERIZON WIRELESS	1,949.25
VINOCOPIA INC	1,756.97
WSB & ASSOCIATES INC	1,023.75
WALLWORK TRUCK CENTER F.F.	387.40
WELLS FARGO - INVESTMENTS	782,133.21
WEX	18,562.50
WINE MERCHANTS INC	2,987.58
WL HALL CO INTERIOR SERVICE	1,687.50
TOTAL OTHER GOVERNMENT	2,359.93

1/17/2023

R E S O L U T I O N R E C O R D

TOTAL OTHER VENDORS 1,811,357.30

TOTAL ALL VENDORS 1,813,717.23

State Aid FAQs

What is the state aid system and why do we have one?

The Minnesota State Legislature first created the state aid system in 1957, implementing various elements of the constitutional amendment approved by the voters in 1956. At that time, the County State Aid Highway (CSAH) system was 30,000 miles and the Municipal State Aid Street (MSAS) system (cities with a population greater than 5,000) was 1,200 miles. Currently, there are approximately 30,700 and 3,700 miles on the CSAH and MSAS systems, respectively.



The state aid road system was developed to provide vital, high-quality connections necessary for the overall state highway network to work well. However, not all local roads are on the state aid system. The roads that are on the state aid system typically carry heavier traffic volumes, connect major points of interest (i.e. isolated towns and communities, farms to markets, parks, industrial areas, etc.), and provide an integrated and coordinated road system.

Where does funding come from for the state aid roads?

The 1956 constitutional amendment created the Highway User Tax Distribution Fund (HUTDF), which is currently made up of revenues from the gas tax, license tab fees and the motor vehicle sales tax. Revenues from the HUTDF are distributed in the following manner:

- 5 percent set aside and apportioned by law to the Township Road Fund, Township Bridge Replacement Fund and Flexible Highway Account, which is used for turnback projects
- For the remaining 95 percent:
 - 62 percent goes to the trunk highway system
 - 29 percent goes to the CSAH system
 - 9 percent goes to the MSAS system

Does each county and city receive the same amount of state aid funds every year?

No. The amount of funding each county or city receives every year is based on a distribution formula that is established by statutes and the respective county and city screening boards.

The CSAH formula is based on equalization (i.e. each county receives an equal proportion of the funds), vehicle registration, lanes miles and construction needs. The MSAS formula is based on population and construction needs.

In addition to the state aid funds they receive, many counties and cities use other sources of funding to continue to improve and maintain the state aid system as best as they can. Some of these sources include:

- Local levy
- Local bonding
- Special assessments
- Tax increment financing
- State bonds for local bridges
- State bonds for local road improvements
- Private funds
- Federal transportation funds

Why are there state aid rules?

The state aid rules were established to provide counties and cities minimum standards for roads and bridges on the state aid system. They carry the force of law. These rules cover many items from designation and revocation of state aid routes; contract/bidding requirements; variances from the standards; local road research; minimum maintenance requirements; geometric standards (i.e. minimum lane, shoulder and parking widths); pavement structural strength; natural preservation routes, bicycle path standards and many more.

Since the rules were established, they have been revised and updated 23 times, approximately every two and a half years. These revisions are typically done to react to changing environmental, economic, social and/or engineering conditions.

Any county or city that uses their state aid funds for reconstruction or construction projects must get approval from MnDOT State Aid prior to the opening of bids from the contractors. The plans the counties and cities submit to State Aid must be in compliance with the State Aid Rules. If the counties and cities determine that through their project development that they cannot meet the standards established by the rules, they can then seek a variance from those rules.

What can state aid funds be spent on?

Counties and cities use the state aid funds that they receive for reconstruction/construction and maintenance activities on their state aid routes. Cities have a little more flexibility and are given the authority to use their municipal state aid construction funds on trunk highways and county state aid highways within their city.

They can use the funds on a wide range of items including paving, grading, sidewalks, trails, traffic signals, curb and gutter, bridges, storm sewer, street lighting, signs, and many other items.

Who decides what state aid roads get improved or repaired?

The county boards and city councils, through the development of their capital improvement program, determine which state aid roads will be improved. They also determine the method and means as to how these roads will be improved.

What does MnDOT's State Aid for Local Transportation do for local agencies?

The primary responsibilities of MnDOT's State Aid for Local Transportation typically fall into the categories of:

- Administration/distribution of funding
- Technical assistance
- Liaison between the local agencies and MnDOT

To support the state's system of local roads and bridges, state aid administers and distributes funds from the HUTDF for highway maintenance and construction to counties, cities and townships based on a formula determined by the legislature. In addition to the HUTDF, state aid also administers the federal transportation funding that is provided to the local agencies.

In addition to funding support, staff from state aid provides technical assistance in highway and bridge design, construction and maintenance practices, authorization of grants for bridge construction, coordination of local federally funded projects and overall management of the state aid system.

Lastly, state aid serves as a liaison between MnDOT and the county and city engineers to build upon a partnership that began over 50 years ago in creating a robust transportation system that serves all of Minnesota.

For More Information

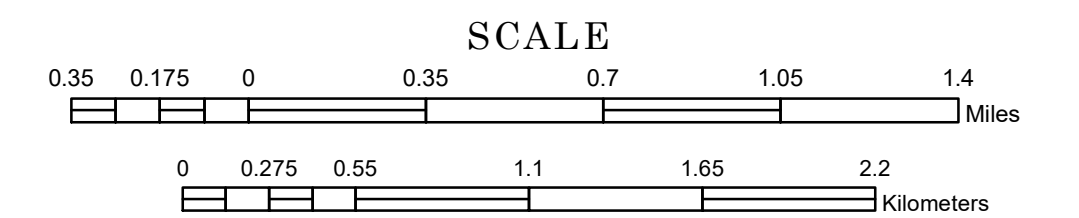
Contact Kristine Elwood, State Aid Engineer at kristine.elwood@state.mn.us or 651-366-4831.

Revised: 09/2021

MUNICIPALITY OF FERGUS FALLS

PREPARED BY THE
MINNESOTA DEPARTMENT OF TRANSPORTATION
OFFICE OF TRANSPORTATION SYSTEM MANAGEMENT

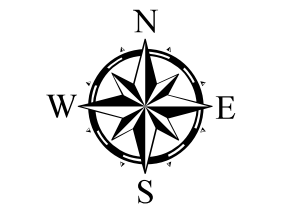
IN COOPERATION WITH
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION



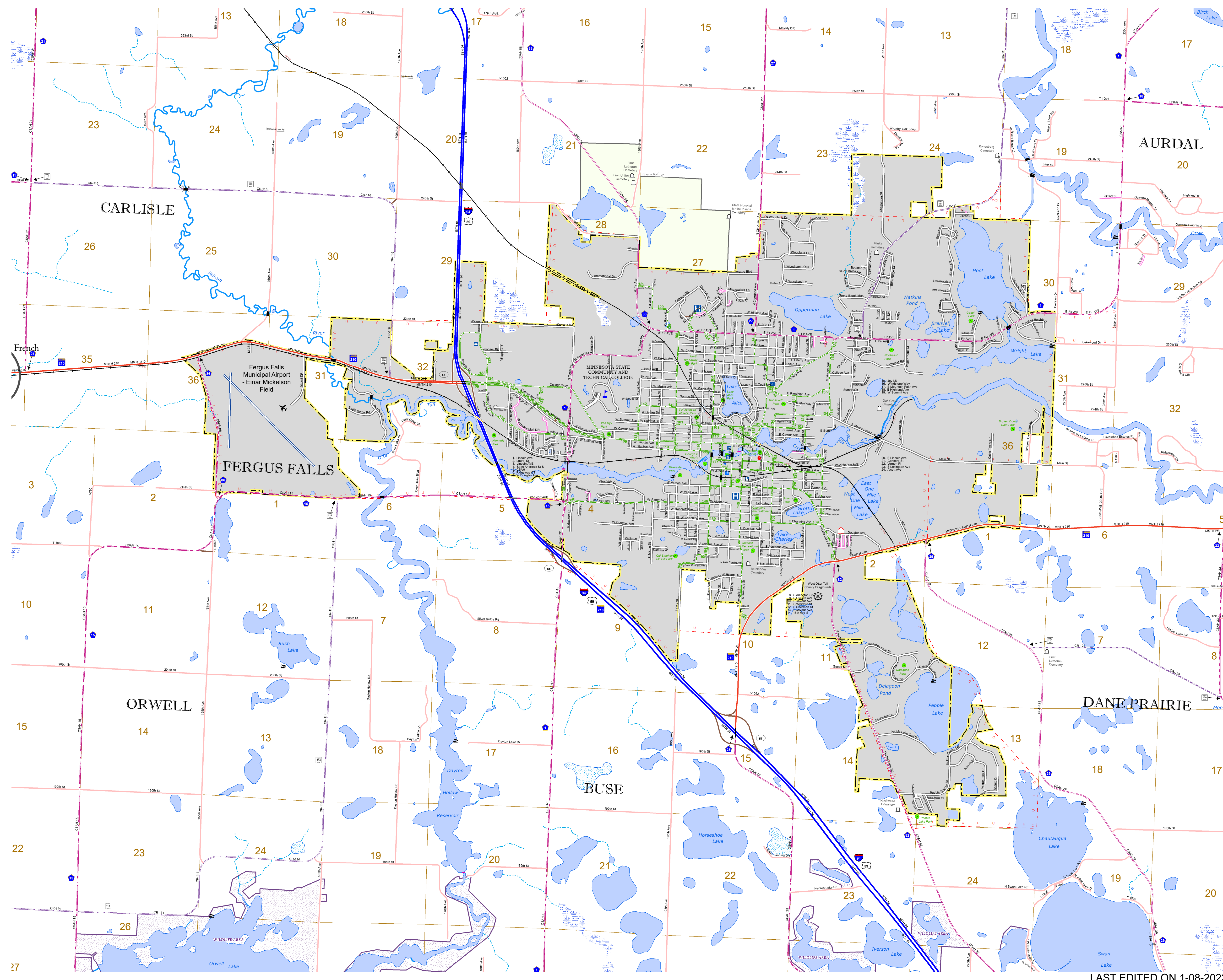
1 in = 2,000 ft

2022

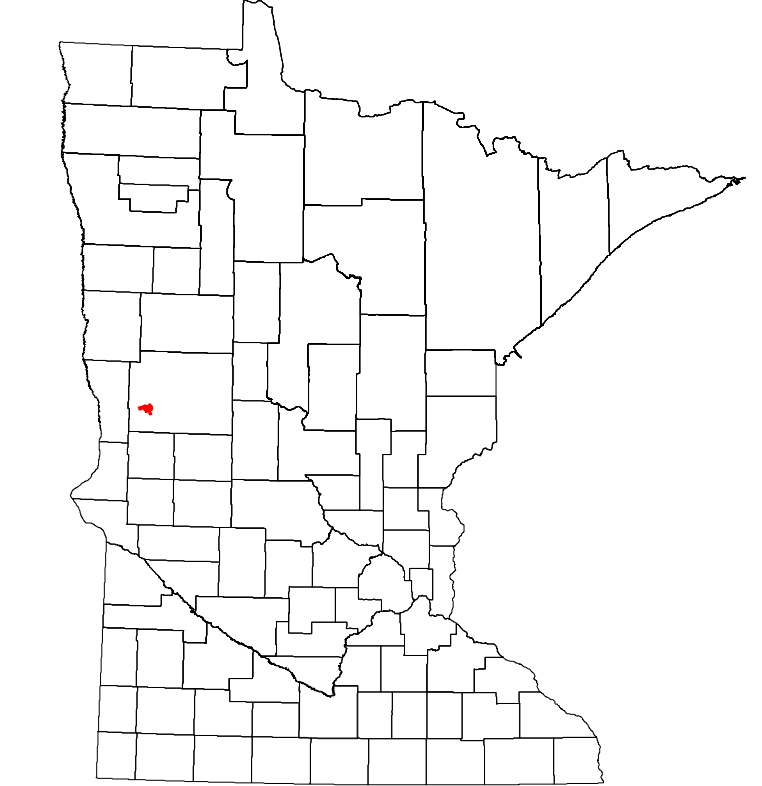
Projection:
Transverse Mercator
NAD 1986
UTM Zone 15



North American Datum
of 1986



ROAD AND ROADWAY FEATURES	PUBLIC SERVICE FEATURES
INTERSTATE	MINOT OFFICE
US HIGHWAY	MINOT TRUCK STATION
MIN HIGHWAY	HIGHWAY PATROL DISTRICT OFFICE
COUNTY STATE AID HIGHWAY	STATE TRAVEL INFORMATION CENTER
COUNTY ROAD	REST AREA (VAULT TOILET)
MUNICIPAL STREET	REST AREA (VAULT TOILET)
MUNICIPAL STATE AID STREET	WAYSIDE (WAIT OR PIT TOILET)
PRIVATE STREET/ROAD	PUBLIC ACCESS POINT
TOWNSHIP ROAD	LOCAL PARK
UNORGANIZED TERRITORY ROAD	FAIRGROUNDS
RAMP OR CONNECTOR	PORT OF ENTRY
INTERSTATE EXIT	PARK AND RIDE LOT
GREAT RIVER ROAD	PUBLIC UNIVERSITY/COLLEGE
OTHER ROAD	PRIVATE UNIVERSITY/COLLEGE
FRONTAGE ROAD	ELEMENTARY SCHOOL
LOCAL SERVICE ROAD	MIDDLE SCHOOL
MUNICIPAL ROAD	HIGH SCHOOL
RAILROAD AND RAILWAY FEATURES	AVIATION FEATURES
RAILROAD	COMMERCIAL AIRPORT
EMPIRE BUILDER STATION (AMTRAK)	GENERAL AIRPORT
NORTHSTAR STATION (COMMUTER)	AIRSTRIP
LIGHT RAIL	SEAPLANE
BLUE LINE STATION	AIRPORT RUNWAY
GREEN LINE STATION	CULTURAL FEATURES
INFRASTRUCTURE FEATURES	STATE HISTORICAL MARKER
LONG BRIDGE (100' OR GREATER SPAN)	HISTORIC DISTRICT
MAJOR BRIDGE (20' TO 100' SPAN)	HISTORIC SITE
MINOR BRIDGE (5' TO 20' SPAN)	MONUMENT
ROAD TUNNEL (100' OR GREATER SPAN)	CEMETERY
RAILROAD BRIDGE (100' OR GREATER SPAN)	BOUNDARY FEATURES
RAILROAD BRIDGE (UNDER 100' SPAN)	TRIBAL LAND
SKYWAY	COUNTY
PEDESTRIAN BRIDGE	MUNICIPALITY
PEDESTRIAN TUNNEL	ADJACENT MUNICIPALITY
DAM	FEDERAL ADJUSTED URBAN AREA (2014)
LOCK AND DAM	MILITARY
PUBLIC FACILITIES	STATE PARK
STATE CAPITOL	REGIONAL PARK
FEDERAL COURTHOUSE	NATIONAL FOREST
COUNTY COURTHOUSE	NATIONAL AND STATE FOREST
ARMORY	STATE FOREST
CITY HALL	NATIONAL TRAIL
TOWN HALL	WILDLIFE REFUGUE AREA
COMMUNITY CENTER	WILDLIFE MANAGEMENT AREA
ARENA	HYDROLOGIC FEATURES
STADIUM	RIVER OR STREAM (PERENNIAL)
POST OFFICE	LAKE, POND OR RESERVOIR
POLICE STATION	PUBLIC MUSEUM
FIRE STATION	STREAM (NONPERENNIAL)
PUBLIC LIBRARY	IRRAWADDI DITCH
PUBLIC MUSEUM	WETLAND
EVENT CENTER	ISLAND OR LAND
CITY CENTERS	REGIONAL WATERSHED
TRIBAL GOVERNMENT CENTER	
CITY CENTER	
LOCALLY KNOWN PLACE	
UNINCORPORATED COMMUNITY	



Population (U.S. Census 2020): 14,119

To request information from this document in an alternative format, call 651-366-4718 or 1-800-657-3774 (Greater Minnesota); 711 or 1-800-627-3529 (Minnesota Relay). You may also send an e-mail to ADArequest.dot@state.mn.us. (Please request at least one week in advance.)

LAST EDITED ON 1-08-2023

CITY OF FERGUS FALLS & OTTER TAIL COUNTY ROUTE SWAP EXHIBIT



Legend

- MSAS 137
- MSAS 104
- MSAS 125
- CSAH 25
- CSAH 1