



## City of Fergus Falls Committee of the Whole Agenda

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May 31, 2023

7:00 am

City Council Chambers

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A. Call to Order

B. Roll Call

C. Discussion Items

1. Open Forum Policy

Andrew Bremseth

Requested Action: Recommendation to the council to amend the open forum policy to be included within the council meeting agenda

2. Airport Maintenance and Operations Grant

Brian Yavarow

Requested Action: Recommendation to the council to accept the State of MN Airport Maintenance and Operations Grant for state fiscal years 2024 and 2025

3. Transfer of Airport Entitlement Funds

Brian Yavarow

Requested Action: Recommendation to the council to authorize an executed agreement between the City of Fergus Falls and the Red Wing Regional Airport

4. Oak Street Vacation Petition

Brian Yavarow

Requested Action: Recommendation to the council to accept the Oak Street vacation petition and set the public hearing date for July 3, 2023 at 5:30 pm

5. PI 5364 & 5365, Mill and Overlay, Seal Coat Improvement Projects

Brian Yavarow

Requested Action: Recommendation to the council to initiate PI 5364, the 2023 mill and overlay improvement project and order the plans and specifications; initiate PI 5365, the 2023 seal coat improvement project and order the plans and specifications

6. PI 9504 – Aquatic Center Improvement Project

Brian Yavarow

Requested Action: Recommendation to the council to accept JLG Architect's professional services proposal for design development, final design, and construction administration in the amount of \$936,600.00

7. Fire Department Joint Cooperative Agreement  
Ryan Muchow  
Requested Action: Recommendation to the council to renew the expiring Otter Tail County Fire Department's Joint Cooperative Agreement for use of emergency operations personnel and equipment
8. Update from West Central Initiative  
Samantha VanWechel-Meyer
9. Summit Carbon Solutions

D. Additional Agenda Items

E. Announcements

- |         |         |                                                                        |
|---------|---------|------------------------------------------------------------------------|
| June 5  | 4:45 pm | Council Work Session: 2022 Audit Presentation                          |
| June 5  | 5:30 pm | City Council meeting                                                   |
| June 14 | 7:00 am | Committee of the Whole meeting                                         |
| June 19 |         | Most city buildings and facilities closed for observance of Juneteenth |
| June 20 | 5:30 pm | City Council meeting                                                   |

Adjourn

# Open Forum Registration

## City of Fergus Falls

~~A written request to address the Council at the Open Forum must be filed and received in the City Administrator's office by noon the day of the City Council meeting. The Open Forum is held from 5:20-5:30 pm.~~

~~Today's Date: \_\_\_\_\_ Date wishing to speak: \_\_\_\_\_~~

~~Name: \_\_\_\_\_~~

~~Address: \_\_\_\_\_~~

~~Issue you wish to address with the Council:~~

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

~~Action you would like to see taken by the Council:~~

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

~~If you would like to be contacted regarding this issue, please provide the following:~~

~~\_\_\_\_\_ and/or \_\_\_\_\_~~

~~Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_~~

~~I have read the City of Fergus Falls Open Forum Policy (see back) and agree to comply with the rules as outlined: \_\_\_\_\_~~

~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~

*Must be signed*

## Open Forum Policy

1. The open forum is an opportunity to address the Fergus Falls City Council regarding a city business item that is not on the agenda of a regular meeting. ~~The open forum will be held from 5:20-5:30 pm the day of a~~ **during** ~~scheduled city council meetings and the time is to be used to talk about an issue. It is not to make a presentation.~~
2. ~~A written request to participate in the open forum must be filed with the City Administrator's office by noon the day of the City Council meeting. The form must be filled out with the participant's name, address, and a brief detailed statement of the comment or issue to be addressed.~~
3. When addressing the council, participants shall ~~stand at~~ **address** the Council from the podium and speak into the microphone. Each participant shall begin by stating their name and ~~address~~ **if they are a resident of the city.**
4. Speakers will be limited to a maximum of THREE minutes, **unless additional time is granted by the Mayor.**
5. All remarks should be directed to the City Council. The Mayor may limit the number of individual presentations on any issue to accommodate time set aside for the open forum session.
6. Open forum comments may be limited if they become redundant, repetitive, irrelevant, argumentative, disrespectful, disparaging, harassing, abusive, discriminatory, or do not relate to official city business. Participants shall conduct themselves in a professional, courteous manner and refrain from the use of profanity.
7. The open forum must not be used to make personal attacks on the Mayor, Council, city staff, members of the public, or any business.
8. It is inappropriate to use the open forum to make political endorsements, political speeches or for any political campaign purposes.
9. The council will generally not engage in debate or dialogue with speakers during the open forum session and may refer the issue to staff or ask that it be scheduled on a future agenda, if necessary.
10. Speakers will not be permitted on the same subject more than 2 times within a 12-month period.
11. ~~All materials to be discussed, including photos, must be submitted at the time of the request submission.~~ The use of city technology during the meeting is not allowed.

*This open forum policy was adopted on April 16, 2018  
Resolution #79-2018*



## Council Action Recommendation

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Page 1 of 2

**Meeting Date:**

May 31, 2023 – Committee of the Whole

June 5, 2023 – City Council

**Subject:**

SFY 2024-2025 Airport Maintenance & Operations Grant (S.P. A5601: MO24, MO25)

**Recommendation:**

- Resolution accepting the State of Minnesota Airport Maintenance & Operations (M&O) Grant offer for State Fiscal Years 2024 and 2025

**Background/Key Points:**

In addition to the State of Minnesota and Federal Grant programs utilized for Airport capital improvement projects at the Fergus Falls Municipal Airport, the State of also provides funding to supplement annual airport operations thru a State of Minnesota Airport Maintenance & Operations (M&O) Grant.

The attached grant terms are for State Fiscal Years (SFY) 2024 and 2025. The State is offering **75-percent** reimbursement for eligible items, not to exceed **\$70,606.00** for each fiscal year. Eligible items include city employee wages, heating, electricity, parts, supplies, pavement repairs, etc.

The State requires operational safety standards be adhered to and maintained as a recipient sponsor for these funds. These standards are similar to other grant assurances associated with the Airport capital improvement projects; to operate and maintain the Airport in a safe and serviceable manner for public aeronautical purposes.

**Informational Note:**

SFY 2016 & 2017: Annual grant amount was \$68,765.00 at a 75.0% reimbursement rate

SFY 2018 & 2019: Annual grant amount was \$69,584.00 at a 75.0% reimbursement rate

SFY 2020 & 2021: Annual grant amount was \$71,453.00 at a 75.0% reimbursement rate

SFY 2022 & 2023: Annual grant amount was \$71,453.00 at a 75.0% reimbursement rate

**Budgetary Impact:**

This amount supplements and accounts for approximately 32-percent the annual Airport operating budget revenue.

**Originating Department:**

Engineering Department

**Respectfully Submitted:**

Brian Yavarow, P.E. – City Engineer

**Attachments:**

State of Minnesota Airport M&O Grant Contract: SFY 2024 and 2025  
Sample Resolution

**STATE OF MINNESOTA  
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT**

**State Project Number (S.P.):** A5601-MO24  
**State Project Number (S.P.):** A5601-MO25

This contract is between the State of Minnesota, acting through its Commissioner of Transportation (“State”) and City of Fergus Falls acting through its City Council (“Recipient”).

## **RECITALS**

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1. Minnesota Statutes §§360.015 and 360.305 authorize State to provide financial assistance to airports for maintenance and operation activities.
2. Recipient owns, operates, or controls an airport (“Airport”) in the state system, and Recipient desires financial assistance from the State for maintenance and operation activities for State Fiscal Year 2024 and State Fiscal Year 2025.
3. Recipient represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the State.

## **CONTRACT TERMS**

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### **1. Term of Contract and Survival of Terms**

- 1.1. **Effective Date:** This contract will be effective on July 1, 2023, or the date State obtains all required signatures under Minnesota Statutes §16B.98, subdivision 5, whichever is later. As required by Minnesota Statutes §16B.98 Subd. 7, no payments will be made to Recipient until this contract is fully executed.
- 1.2. **Expiration Date:** This contract will expire on June 30, 2025.
- 1.3. **Survival of Terms:** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this contract, including, but not limited to, the following clauses: 9. Indemnification; 10. State Audits; 11. Government Data Practices; 13. Governing Law, Jurisdiction and Venue; and 14. Data Disclosure.

### **2. Recipient’s Duties**

- 2.1. Recipient will operate and maintain the Airport in a safe, serviceable manner for aeronautical purposes only for the use and benefit of the public.
- 2.2. The Recipient will keep the runway and the area around the lights mowed at the Airport. The grass must be mowed at least 7 feet beyond the lights, and the grass must not exceed 6 inches in height on the landing area. The areas around any navigational aids will be mowed and plowed to keep the area clear for access by a vehicle.
- 2.3. If the Airport remains operational during the winter months, the Recipient will keep at least one runway, associated taxiway, and apron area cleared of snow and ice to the same priority as arterial roads. Snow banks must be limited in height so that aircraft wings, engines, and propellers will clear them. Landing strip markers and/or lights must remain visible.

- 2.4. If the State contracts for the periodic paint striping of the Airport's runways and taxiways during the term of this Contract, the Recipient will cooperate with the marking operation. The Recipient must coordinate seal coat pavement maintenance projects with the State to maximize the pavement marking life.
- 2.5. The Recipient will allow a representative of the State's Office of Aeronautics access to any area of the Airport necessary for the purpose of periodic inspections.
- 2.6. The Recipient will promptly pay all utility bills, including those required for navigational aids.

### 3. Recipient's Assurances

- 3.1. In accordance with Minnesota Statutes § 360.305, subdivision 4, Recipient assures the State that Recipient will operate and maintain the Airport in a safe, serviceable manner for public aeronautical purposes only for a period of one year from the date the Recipient receives final reimbursement under this contract.
- 3.2. Recipient represents and warrants that Recipient has established a zoning authority for the Airport, and such authority has completed, or is in the process of and will complete, with due diligence, an airport zoning ordinance in accordance with Minnesota Statutes §§ 360.061 to 360.074.
- 3.3. Recipient will comply with all required grants management policies and procedures set forth through Minnesota Statutes §16B.97, Subd. 4 (a) (1).

### 4. Third-Party Contracting

- 4.1. Recipient will comply with all applicable local, state, or federal laws, regulations, policies and procedures in the procurement of goods and services funded in whole or in part under this Contract.

### 5. Consideration and Payment

- 5.1. **Consideration.** State will pay for all eligible telecommunication, maintenance, and operation costs incurred by Recipient under this Contract as follows:
  - 5.1.1. **Basis.** Recipient will be reimbursed for 100% of telecommunication costs associated with the operation of state-owned navigational aids. Recipient will be paid for 75% of all other eligible maintenance and operation costs not reimbursed by any other source. Eligible maintenance and operations costs will be determined at the sole discretion of State's Authorized Representative.
  - 5.1.2. **Telecommunication Amount.** State has currently obligated \$0.00 in each State fiscal year to reimburse eligible telecommunication costs at 100%.
  - 5.1.3. **Maintenance and Operation Amount.** State has currently obligated \$70,606.00 in each State fiscal year to reimburse other eligible costs at 75%.
  - 5.1.4. **Total Obligation.** The total obligation of State for all compensation and reimbursements to Recipient under this contract will not exceed \$141,212.00 (State fiscal years 2024 and 2025).
- 5.2. **Payment.**
  - 5.2.1. **Invoices.** The Recipient must submit a reimbursement request of its eligible costs to the Director of the Office of Aeronautics on a quarterly basis or as directed by State's Authorized Representative. The State's Office of Aeronautics will supply the reimbursement request forms which Recipient must submit. Reimbursement requests must be submitted according to the following schedule:
    - On or after October 1, **and no later than November 15**, for the period July 1 through September 30.
    - On or after January 1, **and no later than February 15**, for the period October 1 through December 31.
    - On or after April 1, **and no later than May 15**, for the period January 1 through March 31.
    - On or after July 1, **and no later than August 15**, for the period April 1 through June 30.The State may reject costs that the State determines are not eligible maintenance and operations expenses.
  - 5.2.2. **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.



- 5.2.3. **State's Payment Requirements.** State will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Recipient's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Recipient within ten days of discovering the error. After State receives the corrected invoice, State will pay Recipient within 30 days of receipt of such invoice.
- 5.2.4. **Grant Monitoring Visit and Financial Reconciliation.** If State's total obligation is greater than \$50,000 in section 5.1.4, above, during the period of performance the State will make at least one monitoring visit and conduct annual financial reconciliations of Recipient's expenditures. The State's Authorized Representative will notify Recipient's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Recipient staff members should be present. Recipient will be provided notice prior to any monitoring visit or financial reconciliation. Following a monitoring visit or financial reconciliation, Recipient will take timely and appropriate action on all deficiencies identified by State. At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Recipient.
- 5.2.5. **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

## 6. Conditions of Payment

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

## 7. Authorized Representatives

- 7.1. **State's Authorized Representative.** State's Authorized Representative will be:

Name/Title: Jenny Bahneman, Grants Specialist Coordinator  
Address: Office of Aeronautics,  
395 John Ireland Boulevard, Mail Stop 410  
Saint Paul, Minnesota 55155  
E-Mail: jenny.bahneman@state.mn.us

State's Authorized Representative or his /her successor, will monitor Recipient's performance and has the authority to accept or reject the services provided under this contract. If the Recipient's duties are performed in a satisfactory manner, the State's Authorized Representative will accept each reimbursement request submitted for payment.

- 7.2. **Recipient's Authorized Representative.** Recipient's Authorized Representative will be:

Name/Title: Brian Yavarow, City Engineer  
Address: 112 West Washington Avenue, Fergus Falls, MN 56537  
Telephone: (218) 332-5413  
E-Mail: brian.yavarow@ci.fergus-falls.mn.us

If Recipient's Authorized Representative changes at any time during this contract, Recipient must immediately notify State.

## 8. Assignment, Amendments, Waiver and Contract Complete

- 8.1. **Assignment.** Recipient may neither assign nor transfer any rights or obligations under this contract without the prior consent of State and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this contract, or their successors in office.
- 8.2. **Amendments.** An amendment to this contract 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 contract, or their successors in office.
- 8.3. **Waiver.** If State fails to enforce any provision of this contract that failure does not waive the provision or State's right to subsequently enforce it.
- 8.4. **Contract Complete.** This contract contains all prior negotiations and agreements between State and Recipient. No other prior understanding regarding this contract, whether written or oral, may be used to bind either party.
- 8.5. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 8.6. **Certification.** By signing this Agreement, the Recipient certifies that it is not suspended or debarred from receiving federal or state awards.

## 9. Indemnification

- 9.1. In the performance of this contract by Recipient, or Recipient's agents or employees, and to the extent permitted by law, Recipient must indemnify, save and hold State, its agents, and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by State, to the extent caused by Recipient's: 1) intentional, willful or negligent acts or omissions; 2) breach of contract or warranty; or 3) breach of the applicable standard of care. The indemnification obligations of this section do not apply if the claim or cause of action is the result of State's sole negligence. This clause will not be construed to bar any legal remedies Recipient may have for State's failure to fulfill its obligation pursuant to this contract.

## 10. State Audits

- 10.1. Under Minnesota Statutes § 16B.98, Subd.8, the Recipient's books, records, documents, and accounting procedures and practices of Recipient, or other party relevant to this grant contract or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract or receipt and approval of all final reports, whichever is later. Recipient will take timely and appropriate action on all deficiencies identified by an audit.

## 11. Government Data Practices

- 11.1. Recipient and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by State under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Recipient under this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Recipient or State. If Recipient receives a request to release the data referred to in this Clause, Recipient must immediately notify State and consult with State as to how Recipient should respond to the request. Recipient's response to the request must comply with applicable law.

## 12. Workers' Compensation

- 12.1. Recipient certifies that it is in compliance with Minnesota Statutes §176.181, subdivision 2, pertaining to workers' compensation insurance coverage. Recipient's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## 13. Governing Law, Jurisdiction and Venue

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

#### 14. Data Disclosure

- 14.1. Under Minnesota Statutes §270C.65, and other applicable law, Recipient consents to disclosure of its social security number, federal employer tax identification number and Minnesota tax identification number, already provided to State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring Recipient to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

#### 15. Termination and Suspension

- 15.1. **Termination by the State.** The State may terminate this contract with or without cause, upon 30 days written notice to the Recipient. Upon termination, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 15.2. **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this contract, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Recipient has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 15.3. **Termination for Insufficient Funding.** The State may immediately terminate this contract if: It does not obtain funding from the Minnesota Legislature; or 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 Recipient. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Recipient notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 15.4. **Suspension.** The State may immediately suspend this contract 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 Recipient during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

#### 16. Discrimination Prohibited by Minnesota Statutes §181.59

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

#### 17. Limitation.

- 17.1. Under this contract, the State is only responsible for disbursing funds. Nothing in this contract will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Recipient, however, the Recipient will remain responsible for providing direction to its contractors and consultants and for

administering its contracts with such entities. The Recipient's consultants and contractors are not intended to be third party beneficiaries of this contract.

**STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.\*

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

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

SWIFT Contract (SC) ID No. \_\_\_\_\_

Purchase Order (PO) ID No. \_\_\_\_\_

\*PO staged and to be encumbered with future State fiscal year funds.

**RECIPIENT**

Recipient certifies that the appropriate person(s) have executed Contracts on behalf of Recipient as required by applicable articles, bylaws or resolutions.

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

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

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

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

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

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

**DEPARTMENT OF TRANSPORTATION**

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

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

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

**MnDOT CONTRACT MANAGEMENT**

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

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

**RESOLUTION**

**AUTHORIZATION TO EXECUTE  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT**

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

1. That the state of Minnesota Contract Number 1053266,  
"Airport Maintenance and Operation Grant Contract," at the  
Fergus Falls Municipal Airport is accepted.

2. That the \_\_\_\_\_ and \_\_\_\_\_ are  
(Mayor, Chairperson, President, etc.) (Clerk, Auditor, Secretary, etc.)  
authorized to execute this Contract and any amendments on behalf of the  
City of Fergus Falls.

**CERTIFICATION**

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

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

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

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

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

CORPORATE SEAL

/OR/

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

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



## Council Action Recommendation

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Page 1 of 2

**Meeting Date:**

May 31, 2023 – Committee of the Whole

June 5, 2023 – City Council

**Subject:**

FFM Airport – AIP Entitlement Transfer between City of Fergus Falls and Red Wing Regional Airport

**Recommendation:**

- Authorize the City Engineer and City Attorney to execute FAA Form 5100-110 between City of Fergus Falls and Red Wing Regional Airport

**Background/Key Points:**

The Fergus Falls Municipal (FFM) Airport receives \$150,000 per year of Federal Aviation Administration (FAA) entitlement funding to use towards justified and eligible projects at the FFM Airport. The City can accrue up to four years of entitlement funds (\$600,000) to put towards a larger airport development projects such as a runway or taxiway reconstructions. If entitlement funds are not used within four years, they are turned back to the FAA and added to the FAA discretionary funding account which can be used for a project in any airport across the country.

Following the recent entitlement payback to the City of Walker, the City of Fergus Falls has a remaining entitlement balance of \$141,369. The Red Wing Regional Airport is looking to complete an access road rehabilitation project this year and is in need of \$75,000 of additional entitlement dollars. The City of Fergus Falls and the City of Red Wing have previously completed transfers to help both airports and has been a very successful partnership. Since the City of Fergus Falls does not need access to their FAA entitlement balance this year, they will be able to transfer the funds and be repaid in 2024 for upcoming projects stemming from the current Master Plan & ALP Update project.

The attached form is needed for the FAA to make the transfer of entitlement dollars between the Fergus Falls Municipal Airport and the Red Wing Regional Airport.

**Budgetary Impact:**

General staff time is associated with this request.

**Originating Department:**

Engineering Department

**Respectfully Submitted:**

Brian Yavarow, P.E. – City Engineer

**Attachments:**

FAA Form 5100-110



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-110, Request for FAA Approval of Agreement for Transfer of Entitlements**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



## Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor:

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47114(c) for

the: Name of Transferring Airport (and LOCID): ( )

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
<b>Total</b>		

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements: ( )

Name of Receiving Airport's Sponsor:

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

**For the United States of America, Federal Aviation Administration:**

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

Name:

Title:

Date:





## Council Action Recommendation

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Page 1 of 2

**Meeting Date:**

May 31, 2023 – Committee of the Whole  
June 5, 2023 – City Council

**Subject:**

Vacation Petition – Platted Oak Street R/W between Blocks 6 & 7, Nelson's 2<sup>nd</sup> Addition

**Recommendation:**

- Accept the Oak Street Vacation petition
- Set the Public Hearing date for July 3, 2023 City Council meeting

**Background/Key Points:**

City staff has received a "Vacation" petition for the above referenced platted area. Please refer to the attached petition and exhibit for additional information.

The new owners of Blocks 6 and 7 are requesting the vacation of Oak Street as illustrated. Oak Street is dedicated 75-foot R/W located between Blocks 6 and 7 and bounded by St. Charles Avenue to the north, and private property to the south. To date, this R/W has not been developed since the initial plat recording. If acceptable, the procedural steps moving forward are:

- A Public Hearing on the vacation is requested for scheduled for the July 3rd City Council meeting at 5:30 p.m.
- A Notice of the Hearing will be mailed to all owners of property adjacent to Oak Street and to Public Utility Companies.
- After receiving comments at the Public Hearing, the City Council will decide whether or not to proceed with the "Vacation".
- If approved, City staff will prepare the necessary "Ordinance" for introduction and first reading at a City Council meeting.
- A second reading is required at a separate City Council meeting before the City Council votes on the "Vacation" Ordinance.
- If approved by the vote, the "Vacation" Ordinance must then be published in the local newspaper. Fifteen days after the date of "Publication" the "Vacation Ordinance" becomes effective.
- The City then has the "Vacation Ordinance" recorded in the County's property records.

**Budgetary Impact:**

The vacation process and publications is to be funded by the \$500.00 application fee that has been received.

**Originating Department:**

Engineering Department

**Respectfully Submitted:**

Brian Yavarow, P.E. – City Engineer

**Attachments:**

Vacation Petition – Location Map



VACATE OAK STR.

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



# Council Action Recommendation

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Page 1 of 1

**Meeting Date:**

May 31, 2023 – Committee of the Whole

June 5, 2023 – City Council

**Subject:**

PI 5364 – 2023 Mill & Overlay Improvement Project

PI 5365- 2023 Seal Coat Improvement Project

**Recommendation:**

- 1) Initiate Public Improvement No. 5364 - 2023 Mill & Overlay Improvement Project
- 2) Order the project plans and specifications for PI No. 5364
- 3) Initiate Public Improvement No. 5365 - 2023 Seal Coat Improvement Project
- 4) Order the project plans and specifications for PI No. 5365

**Background/Key Points:**

City staff has been evaluating local street candidates that will receive a bituminous overlay and seal coat application. These two (2) types of street applications are preventative maintenance strategies contracted on an annual basis throughout the City. Sidewalk pedestrian ramps will be improved to meet ADA standards in neighborhoods that receive a bituminous mill & overlay. Per City policy we are evaluating street candidates to receive a mill & overlay in Ward 3.

Potential mill & overlay streets segments might include Park Street and Skogmo Boulevard, and others in Ward 3 depending on funds and existing conditions. Seal coat candidates are not identified at this time.

If acceptable, staff will prepare the project plans and cost estimates prior to requesting authorization to advertise for bids. This work should be completed by September 2023.

**Budgetary Impact:**

The estimated construction costs have not been completed at this time however, will be selecting street segments accordingly in consideration of the City's 2023 budget levy amounts. Bituminous mill & overlay are budgeted for \$296,140 and \$156,780 for seal coat applications. These budget amounts include general engineering and contingency costs.

**Originating Department:**

Engineering Department

**Respectfully Submitted:**

Brian Yavarow, P.E. – City Engineer

**Attachments:**



# Council Action Recommendation

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Page 1 of 1

**Meeting Date:**

May 31, 2023 – Committee of the Whole  
June 5, 2023 – City Council

**Subject:**

PI 9504 – Aquatic Center Improvement Project: Professional Services Amendment

**Recommendation:**

- Resolution accepting JLG Architect’s professional services proposal for design development, final design, and construction administration in the amount of \$936,600.00.

**Background/Key Points:**

In January, this Council accepted the professional services proposal from JLG Architects in the amount of \$681,820.00 or 8.7% of the estimated total project cost of \$7,837,000.00. At that time, the City had the legislative authority for a \$7.8 million-dollar Aquatic Center improvement.

Recently, State legislation approved the City’s \$3.0 million dollar request to increase the local option sales tax collection to fully fund a \$10.8 million project. Pursuant to JLG’s professional services proposal, JLG’s basic services fees shall be adjusted accordingly at the 8.7% rate for a \$10.8 million project equating to \$936,600.00 in fees.

Advertising for bids is anticipated to begin in late June or July, 2023 contingent on City Council authorization. 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. The fully funded total estimated project cost is \$10.8 million dollars.

**Originating Department:**

Engineering Department

**Respectfully Submitted:**

Brian Yavarow, P.E. – City Engineer

**Attachments:**

Proposal – JLG Architects



**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,

A handwritten signature in black ink that reads "t.betti".

Tom Betti, AIA, NCARB | Principal-In-Charge, Point-of-Contact  
612.902.8095 | [tbetti@jlgarchitects.com](mailto:tbetti@jlgarchitects.com)

A handwritten signature in black ink that reads "Kent Louwagie".

Kent Louwagie, PE | Civil Engineer  
320.231.3956 | [kent.louwagie@bolton-menk.com](mailto: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.

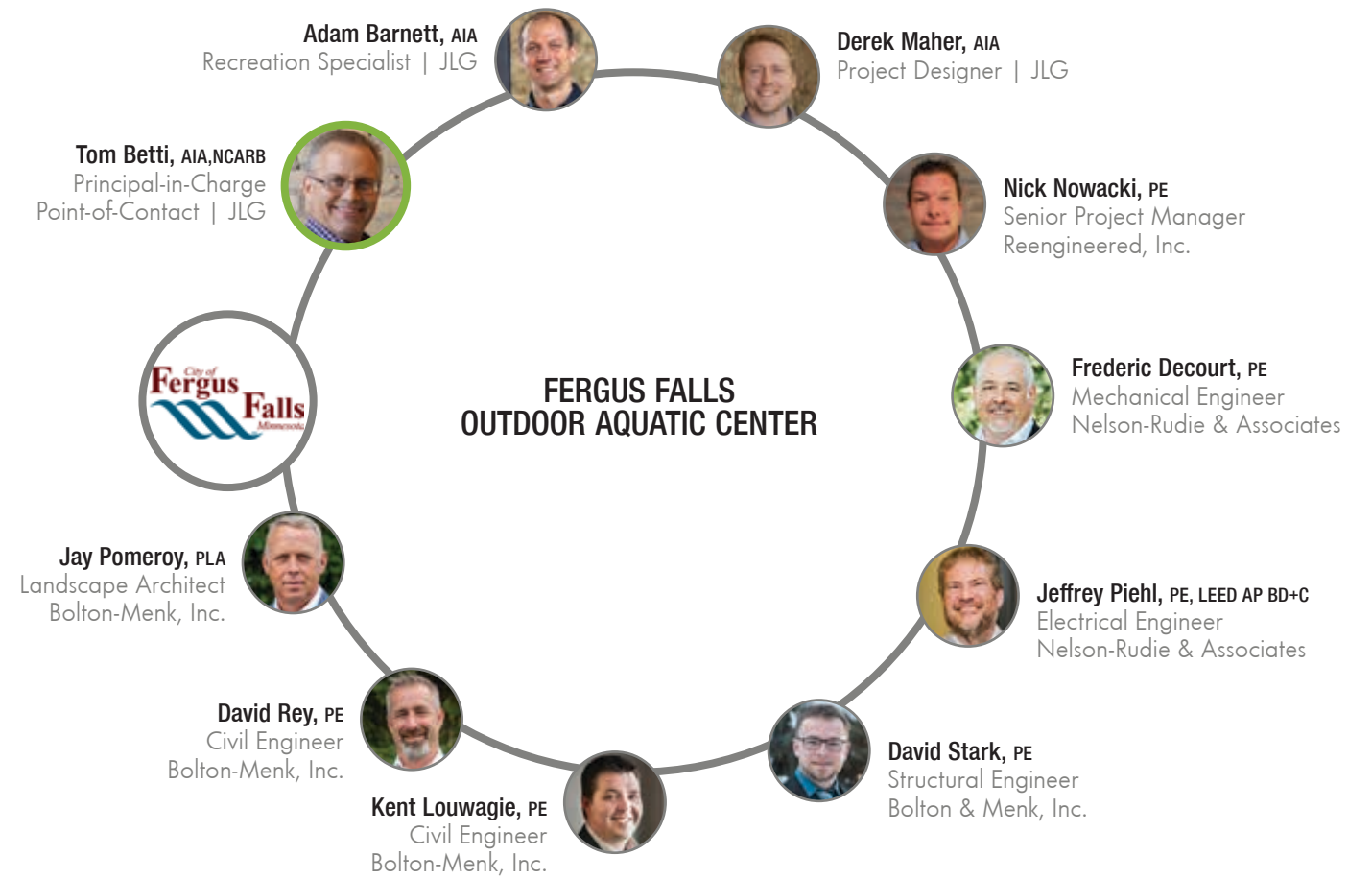
**>10%**  
**COST SAVINGS**

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

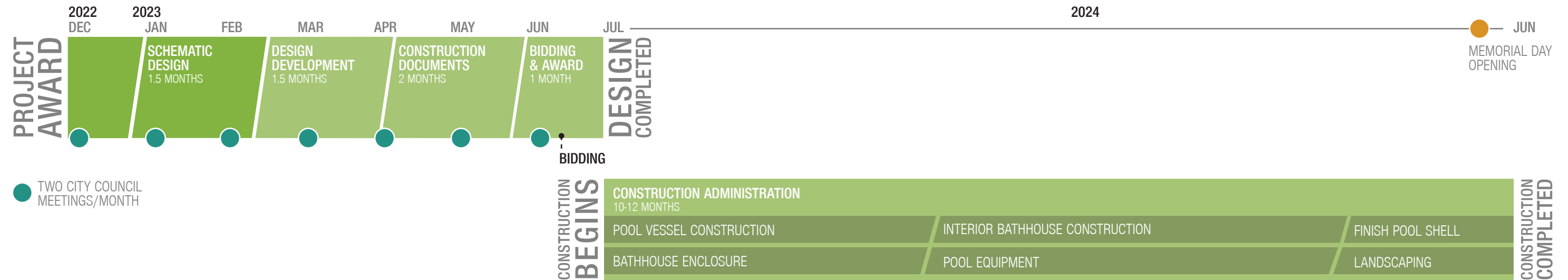
**Delivery Method**  
CMAR

**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™

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Environmental Stewardship Award



100% EMPLOYEE-OWNED ESOP  
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## Council Action Recommendation

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Page 1 of 1

**Meeting Date:** May 31, 2023 Committee of the Whole

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

**Recommendation:** Renew the expiring Otter Tail County Fire Departments Joint Cooperative Agreement for use of Emergency Operations Personnel and Equipment.

**Background/Key Points:** The Fire Department has been a part of the County-wide fire departments Mutual Aid Agreement, which is expiring at the end of 2023. The ability to respond to and call upon surrounding fire departments is a critical component for department and incident operations throughout our region. The written Cooperative Agreement has been reviewed and updated by the Fergus Falls Fire Department, other departments within the County, the Otter Tail County Fire Chiefs Association, as well as our City attorney and other respective attorneys.

While formatted differently, there were no significant operational changes to the previous agreement.

**Budgetary Impact:** On average we respond to 10-15 mutual aid responses per year and the cost of our personnel's hourly wage and fuel for the first several hours of an incident are factored into our yearly operating budget.

**Originating Department:** Fire Department

**Respectfully Submitted:** Ryan Muchow

**Attachments:** 2023 Updated Cooperative Agreement with changes in red.

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

[OTTER TAIL COUNTY FIRE DEPARTMENTS MUTUAL AID AGREEMENT]

**THIS JOINT COOPERATIVE AGREEMENT** (this “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, (the “Effective Date”), by and between the political subdivisions located in Otter Tail County, State of Minnesota as listed in Appendix B, collectively, the Parties.

**RECITALS**

**WHEREAS**, each Party has fire equipment and personnel capable of responding to emergency situations in their respective and defined areas which includes providing emergency operation response services to other Party areas; and

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

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

**AGREEMENT**

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

**II. DEFINITIONS.**

- a. “Requesting Official” means the person designated by a Party who is responsible for requesting assistance from the other Party.
- b. “Requesting Non-Official” means an emergency dispatch operator or a county sheriff, or their designee.
- c. “Requesting Party” means the Party that requests assistance from the other Party.
- d. “Responding Official” means the person designated by either Party who is responsible to determine whether and to what extent that Party should provide assistance to the Requesting Party.

- e. “Responding Party” means the Party that provides assistance to the Requesting Party.
- f. “Assistance” means fire and/or emergency medical services personnel and equipment.
- g. “Specialized Activity” means non-emergency assistance to include, but not be limited to, fire investigators, fire educators, fire instructors, training personnel, and associated equipment and facilities.

**III. PARTIES.** The Parties shall consist of the political subdivisions listed in Appendix B. Upon the adoption of a resolution by its governing body, an executed copy of this Agreement shall be forwarded by each Party to each Party’s recognized political subdivision representative.

**IV. PROCEDURE.**

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

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

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

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

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

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

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

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

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

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

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

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

## **VII. LIABILITY.**

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



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

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

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

**Subdivision 1:** A Responding Party to this Agreement will not levy charges for assistance rendered to a Requesting Party under the terms of this Agreement unless that assistance continues for a period of more than four (4) hours **from the time the Responding Party responds to the Requesting Party's request and subsequently has returned to their respective jurisdiction.** The Requesting Party shall, regardless of the length of time of assistance, reimburse the Responding Party for supplies used. If assistance provided under this Agreement continues for more than four (4) hours, the Responding Party will submit to the Requesting Party, an itemized invoice for the actual cost of any assistance provided after the initial four (4) hour period. The REIMBURSEMENT RATE TABLE, attached as Appendix A, will be used to determine the amount to charge for equipment, personnel, and supplies. The itemized invoice for equipment, personnel, and supplies shall be delivered to the Requesting Party within **thirty fifteen (30+5) days** of the request for assistance, **or such charges may be null and void.** Charges for assistance are not contingent upon the availability of federal or state government funds.

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

**IX. DURATION.** This Agreement will be in force from the Effective Date and notification of the Recognized Parties political subdivision representative. This Agreement will be in force for a period of fifteen (15) years from the Effective Date. **Recognizing the numerous political subdivisions and their respective processes, this agreement will remain in effect beyond the fifteen (15) year period, if needed, to allow for the approval of an updated agreement by those choosing to do as listed within Appendix B.** The Parties may withdraw from this Agreement upon thirty (30) days' written notice to the other Party to this Agreement.

## **X. MISCELLANEOUS.**

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

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

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

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

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

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

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

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

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

**Subdivision 10. Notice.** All notices, certificates, or other communications required under this Agreement will be deemed sufficiently given when electronically delivered with read receipt or deposited in the United States mail in certified form.

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

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

**Subdivision 13. Execution in Counterparts.** This Agreement may be executed in counterparts with Recognized Parties having a fully executed counterpart.

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

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

*[Signatures contained on the following pages.]*

**POLITICAL SUBDIVISION**

Date: \_\_\_\_\_, 2023

\_\_\_\_\_  
, Mayor

*Attest:*

Date: \_\_\_\_\_, 2023

\_\_\_\_\_  
, City Official

*[Signatures continue on the following page.]*

**MUTUAL AID POLITICAL SUBDIVISION**

Date: \_\_\_\_\_, 2023

\_\_\_\_\_  
, Mayor

*Attest:*

Date: \_\_\_\_\_, 2023

\_\_\_\_\_  
, City Official

**APPENDIX A**  
**REIMBURSEMENT RATE TABLE**

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

**REIMBURSEMENT RATE TABLE**

<b>Type of Equipment:</b>	<b>Cost per Hour*:</b>
Aerial Ladder Truck	\$375
Type 1 and 2 Engine (>1,000gpm)	\$275
Type 3-7 Engine (Grass Rig)	\$150
Tanker/Tender	\$200
Rescue Truck	\$200
UTV/ATV (pump and/or patient capability)	\$75
Air Truck	\$200
Firefighter w/o Truck	\$15
Consumable Supplies	Replaced with like supplies

\* The MN DNR equipment rates may help aid in determining costs of equipment and personnel.

**APPENDIX B**  
RECOGNIZED PARTIES

City of Bluffton

City of Dalton

City of Deer Creek

City of Dent

City of Elizabeth

City of Fergus Falls

City of Henning

City of New York Mills

City of Ottertail

City of Parkers Prairie

City of Pelican Rapids

City of Perham

City of Rothsay

City of Underwood

City of Vining

CDH- Vergas Fire Association

Friberg Township

Maine Township

Sverdrup Township

Dane Prairie Township

Aastad Township

St. Olaf Township

Tordenskjold Township

Tumuli Township

**Battle Lake Area Fire and Rescue Association**



**SUMMIT CARBON**  
SOLUTIONS

Fergus Falls, MN  
May 31, 2023



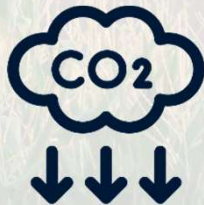
# Summit Carbon Solutions Overview

HEADQUARTERED IN AMES, IOWA, SCS IS THE WORLD'S LARGEST INTEGRATED CARBON CAPTURE, TRANSPORTATION, AND STORAGE BUSINESS



Summit Carbon Solutions has **partnered with 34 biofuel plants** across the states of Iowa, Minnesota, Nebraska, North Dakota, and South Dakota, to develop the largest carbon capture and storage project in the world.

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This multi-billion-dollar infrastructure project will have the capacity to **capture and permanently store up to 18 million tons of carbon dioxide every year.**

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The project will help Midwest biofuel producers access a critical market (the low-carbon fuel market), **preserving the economic viability of corn production, and generating substantial new tax revenues for local communities.**





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## Complete Five-State Map



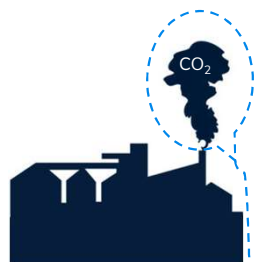
## Project Goals

- Capture carbon dioxide emissions at partner facilities, transport the CO<sub>2</sub> through a new pipeline system, and permanently sequester the material deep underground in North Dakota.
- Reduce the carbon intensity of ethanol and sustainable aviation fuel produced at partner facilities.
- Provide partner facilities the ability to access and benefit from low carbon fuel markets.
- Improve environmental outcomes by reducing greenhouse gas emissions entering our atmosphere.

-  Partner Facility
-  Sequestration Site
-  Pipeline Route
-  GEVO Sustainable Aviation Plant (route TBD)

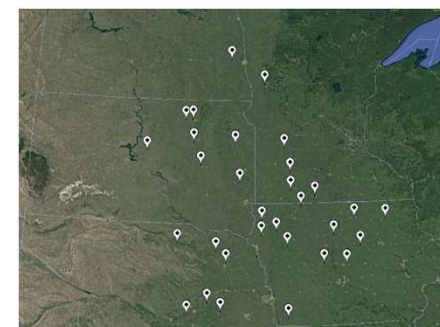
# Summit Carbon Solutions Overview

HEADQUARTERED IN AMES, IOWA, SCS IS THE WORLD'S LARGEST INTEGRATED CARBON CAPTURE, TRANSPORTATION, AND STORAGE BUSINESS



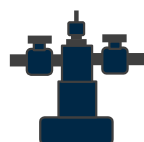
Step 1

SCS has aggregated ~10M tons of CO<sub>2</sub> from 34 ethanol facilities in 5 Midwestern states, six of which are in Minnesota.



Step 2

The CO<sub>2</sub> will be transported via a pipeline network that spans over 2,100 miles.



Step 3

The CO<sub>2</sub> will be permanently and safely stored deep underground in saline reservoirs in North Dakota



SCS' INFRASTRUCTURE WILL BE CAPABLE OF STORING 18M TONS/Y; EQUIVALENT TO TAKING 3.9M CARS OFF THE ROAD



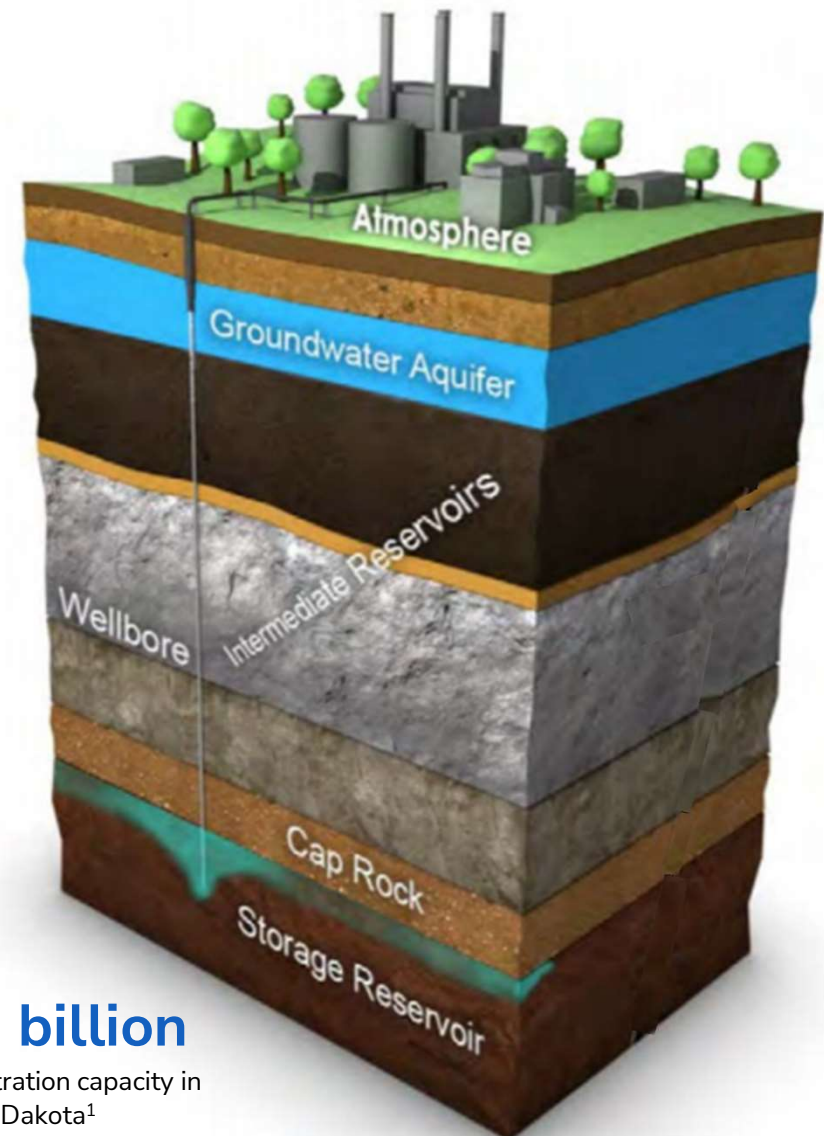
# Geologic Sequestration in Saline Reservoirs

SUMMIT CARBON SOLUTIONS WILL INJECT CAPTURED CO<sub>2</sub> DEEP INTO SALINE RESERVOIRS FOR PERMANENT STORAGE

- At the end of the pipeline, the CO<sub>2</sub> will be injected underneath an impermeable rock layer into saline formations for permanent sequestration
- Pore space is leased from landowners that own the surface rights
- Saline storage is a proven practice, including CO<sub>2</sub> from ethanol plants
- Over a 100-year injection period, SCS will utilize less than 1% of North Dakota's total sequestration capacity
- SCS is partnering with Minnkota Power Cooperative to jointly develop a CO<sub>2</sub> storage site adjacent to SCS' planned storage sites

## Geological Sequestration Steps

- 1 Site Screening & Selection
- 2 Lease Pore Space
- 3 Permitting & Construction
- 4 Well Testing
- 5 Injection
- 6 Monitoring, Verification & Accounting
- 7 Site Closure



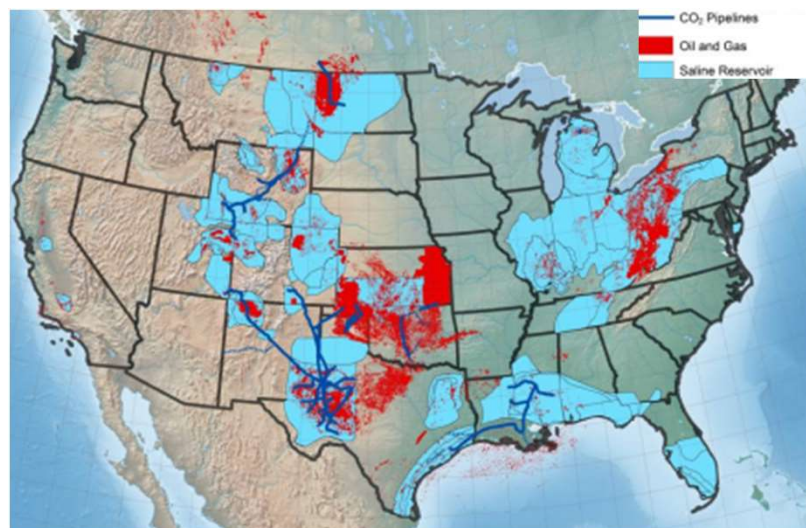
up to **250 billion**  
tons of sequestration capacity in  
North Dakota<sup>1</sup>

1) Department of Energy

# Safety is Summit Carbon Solutions' "Job 1" Priority

CCS TECHNOLOGY HAS BEEN SAFELY AND SUCCESSFULLY IMPLEMENTED SINCE THE 1970S

## CURRENT U.S. CO<sub>2</sub> PIPELINE FOOTPRINT



## IMPECCABLE SAFETY RECORD

# Zero

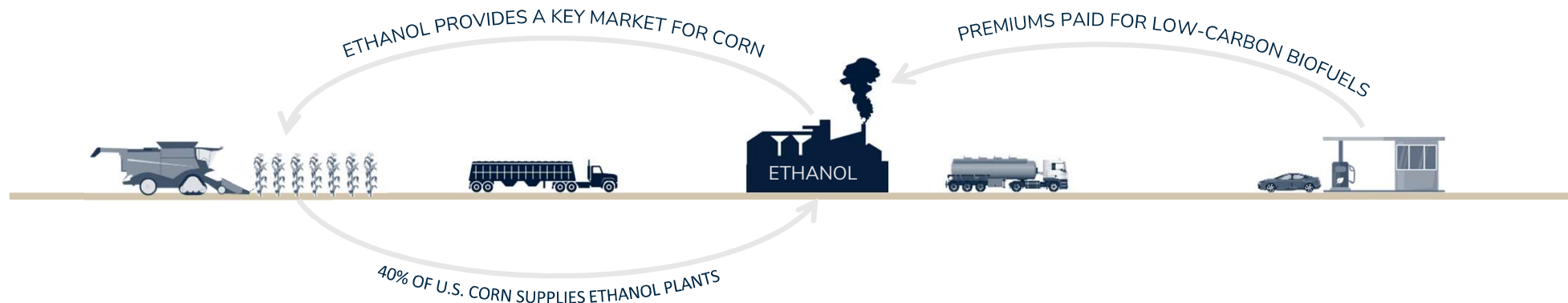
CO<sub>2</sub> pipeline fatalities in  
the last 20 years

CO<sub>2</sub> is much less of a health and environmental hazard than other pipelines. CO<sub>2</sub> is neither combustible nor flammable (it is used as a fire retardant)

- ✓ Capture technology has been deployed at 40+ ethanol facilities throughout the U.S.
- ✓ Pipeline transportation is the safest method
- ✓ More than 5,000 miles of CO<sub>2</sub> pipelines exist in the U.S.
- ✓ SCS will only utilize highly rated and safe materials, including carbon steel
- ✓ **We will utilize proven technologies and employ the best industry practices to ensure the project is safe for landowners and the communities where they live, work, and raise families**

# Enhancing the Long-Term Profitability of Ethanol & Agriculture

SCS ENABLES ETHANOL TO BE PRODUCED MORE SUSTAINABLY ALLOWING IT TO BETTER COMPETE IN A LOW-CARBON WORLD



ETHANOL AND AGRICULTURE WORK TOGETHER TO ADD VALUE ACROSS THE SUPPLY CHAIN AS WELL AS CREATE ECONOMIC IMPACT AND JOBS FOR RURAL AMERICA.

## UNITED STATES

EACH YEAR, THE ETHANOL  
INDUSTRY ADDS:

**\$50B+**  
of annual GDP  
contribution

EACH YEAR, THE ETHANOL  
INDUSTRY SUPPORTS:

**400,000+**  
jobs

## MINNESOTA

**\$2.7B**  
of annual GDP  
contribution

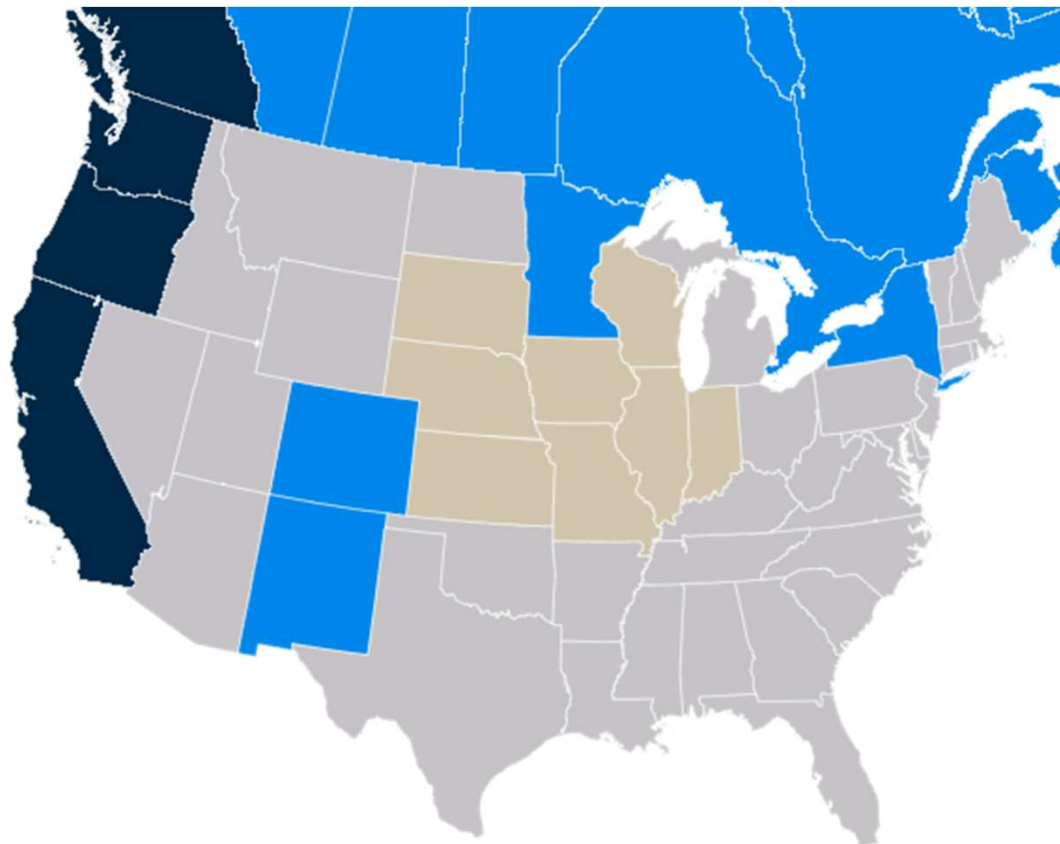
**22,000+**  
jobs

THE LONG-TERM VIABILITY OF THE ETHANOL INDUSTRY IS CRITICAL FOR AGRICULTURE AND RURAL AMERICA.

# Serving the Growing Low-Carbon Fuel Market is Critical

AN EVOLVING GLOBAL TREND

NORTH AMERICAN LOW-CARBON FUEL MARKETS



BILLION GALLONS OF LOW-CARBON ETHANOL DEMAND

Existing	Likely	Proposed	Total
2.1	2.2	1.8	6.1

Source: Energy Information Administration

# Minnesota Project Footprint

THREE DISTINCT PROJECT SEGMENTS

Construction  
Start Estimate  
**Q2 2024**

In-Service  
Estimate  
**Q4 2024**



SIX CURRENT PARTNERS  
LOCATED  
IN MINNESOTA

- GRANITE FALLS ENERGY
- GREEN PLAINS – FAIRMONT
- GREEN PLAINS – FERGUS FALLS
- HERON LAKE BIOENERGY
- HIGHWATER ETHANOL
- BUSHMILLS ETHANOL



# Summit Carbon Solutions Economic Benefits

SUMMIT CARBON SOLUTIONS WILL CREATE JOBS, GENERATE NEW TAX REVENUE FOR LOCAL COMMUNITIES, SUPPORT LOCAL SUPPLIERS, AND STRENGTHEN THE REGIONAL ECONOMY

## \$4.5 Billion

projected capital investment with operations beginning in 2024<sup>1</sup>

### PROJECT-WIDE FINDINGS (CONSTRUCTION PHASE)



**11,427**

Total Average Annual Jobs Created



**\$2.1 billion**

Expenditures to Suppliers, Contractors, and More



**\$371 million**

Total Federal, State, Local Taxes Paid by SCS



**\$309 million**

Total Right-of-Way and Other Landowner Payments

### PROJECT-WIDE FINDINGS (OPERATIONS PHASE)



**\$248 million**

Annual Expenditures including expenditures to Suppliers, Contractors, and More



**\$97 million**

Total Federal, State, Local Taxes Paid by SCS



**1,170**

Total Jobs Supported

**SCS IS COMMITTED TO UTILIZING LOCAL UNION AND NON-UNION CONTRACTORS, LOCAL SUPPLIERS AND BUSINESSES TO PROVIDE ONGOING ECONOMIC BENEFITS TO COMMUNITIES ACROSS THE MIDWEST**

# Project Momentum and First Mover Advantage

SCS HAS HAD NUMEROUS SIGNIFICANT RECENT ACCOMPLISHMENTS



SCS has over **\$1BN in equity commitments**



> 10  
CO<sub>2</sub> Plant  
Partners



Engaged Morgan Stanley, CIBC World Markets and CohnReznick Capital as financial advisors



Partnered with Minnkota Power Cooperative to jointly develop CO<sub>2</sub> storage sites in North Dakota



Signed Bushmills Ethanol Plant in Atwater, Minnesota



Acquired significant North Dakota CO<sub>2</sub> pore space, and drilled three monitoring/test wells

> 80%  
Signed to date



Submitted route permit applications to Iowa, North Dakota, South Dakota and Minnesota regulatory bodies



# 2022 Community Outreach

FREQUENT AND TRANSPARENT IN-PERSON MEETINGS

- Hosted Fifteen Public Meetings in Eleven Venues
  - Clara City, Fairmont, Fergus Falls (2), Granite Falls (2), Heron Lake, Jackson, Lamberton (2), Redwood Falls, Sacred Heart, Willmar and Windom(2)
  - 900+ attendees including landowners, elected officials and other citizens
- In-Person Meetings With All Ten County Boards, County Administrators and Senior Staff at Least Once and, in Most Cases, Twice. Exhibited at AMC Bloomington.
- Hosted Two Meetings with the Ten County Engineers to Develop a Common “Use and Protection” Agreement for County Roads and Ditches
- Watershed District Meetings: Bois de Sioux, Buffalo-Red River, Heron Lake and Middle Crow River and Rural Water Authority Meetings: Lincoln-Pipestone and Red Rock
- Minnesota Departments of Health, Natural Resources and Transportation
- Briefed Sens. Bill Weber and Gary Dahms and Reps. Jordan Rasmusson, Bjorn Olson, Jeff Backer, Dave Baker and Rod Hamilton on Project Status
- Other: Minnesota Farmfest, Jackson County Fair (4H) and Minnesota State Fair (4H)

# Most Frequent Feedback and Questions

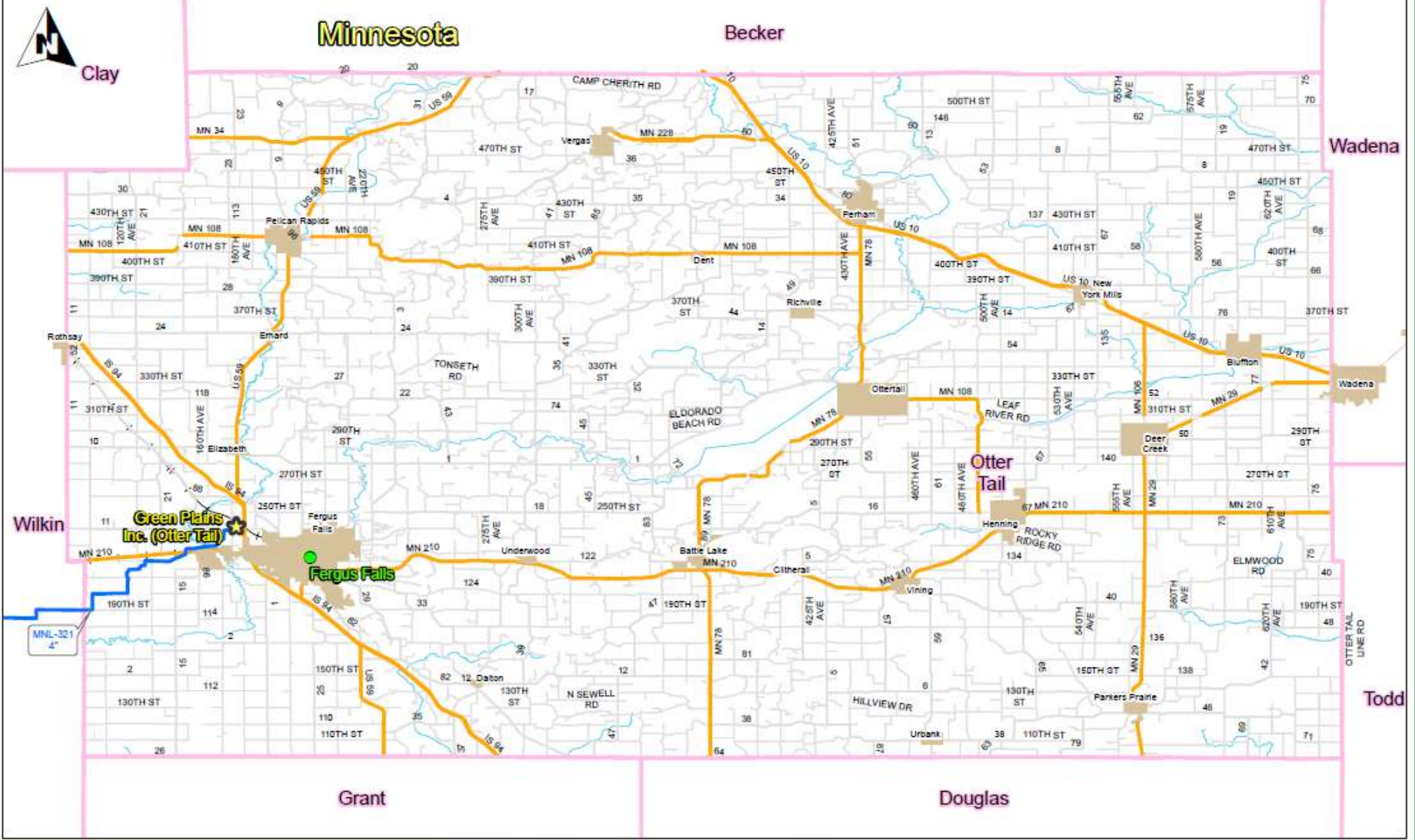
## LISTENING AND LEARNING

- The “Who” and the “Why” of the Project
  - Summit Agriculture is SCS’ founding sponsor
  - Laser focused on maintaining the sustainability and competitiveness of ethanol
- Property/Landowner Rights
  - No legal framework for eminent domain in Minnesota
  - Two-step voluntary easement process (survey then negotiation)
  - Norfleet Land is actively pursuing landowner survey authorizations and voluntary easements, nearly 100% of MN tracts have survey authorizations
  - Acquired >68% of required easements in five states: 2,700+ landowners and 4,500+ tracts. Acquired >62% of required easements in Minnesota.
- Land and Agricultural Impacts
  - One easement with a temporary and a permanent component
  - Surface and subsurface restoration is contractually obligated (Ellingson Cos.)
  - All land will be plantable and productive to pre-construction levels
  - Three years of crop interruption payments made up front (100%, 80%, 60%)
  - All pipe in MN (4”, 6”, 8” and 10”) will be below ground at a minimum 54” cover
- Operational Safety – “Job 1” Priority
  - Proven, safe technology with over 5,000 miles of CO2 pipelines in service
  - Design, materials, construction and operation are regulated by USDOT’s Pipeline and Hazardous Materials Safety Administration (49 CFR Part 195)

# Status of Minnesota Route Permitting

MINNESOTA PUBLIC UTILITY COMMISSION

- THE MPUC ASSERTED JURISDICTION IN MAY 2022
- SCS FILED A PRELIMINARY ROUTE APPLICATION FOR THE OTTER TAIL-WILKIN PROJECT (“NORTHERN LINE”) IN SEPTEMBER 2022
- IN JANUARY 2023, THE MPUC RULED THAT:
  - The Otter Tail-Wilkin permit application was complete and ready for review by an Administrative Law Judge and
  - As part of the review process, SCS would need to complete an Environmental Impact Statement (EIS)
- INITIAL PUBLIC HEARINGS WERE HELD IN BRECKENRIDGE (5/2) AND FERGUS FALLS (5/3) FOR THE MPUC TO GET COMMUNITY INPUT REGARDING THE SCOPE OF THE EIS



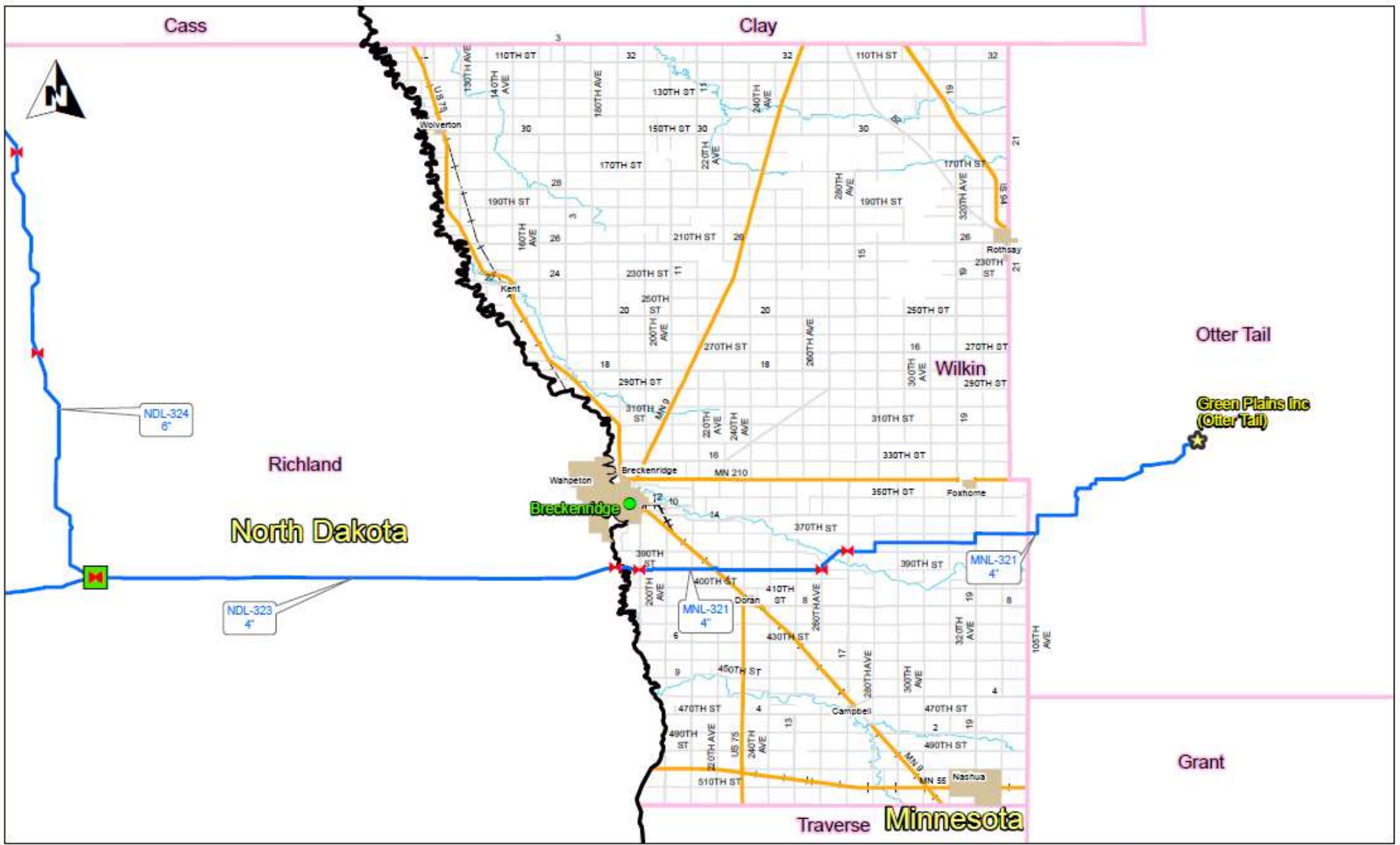
- Participating Ethanol Plant
- County Seat
- Mainline Valve
- Pump Station
- Highly Populated Areas
- State Boundary
- County Boundary
- Route
- Primary Road
- Secondary Road
- Local Road
- Railroad
- River

## 10.78 MILES OF ANTICIPATED PIPELINE OTTER TAIL COUNTY MINNESOTA

Pipeline centerline is based on the 08/31/2022 route.

Otter Tail County Minnesota Pipeline Mileage Overview	
COUNTY: OTTER TAIL	DRAWN BY: KAS
STATE: MINNESOTA	CHECKED BY:
REV. NO.:	REVISION:
DATE:	DATE:
ISSUED FOR REVIEW: 02/11/24	
PRELIMINARY ROUTE SUBJECT TO CHANGE	
DATE: 01/03/23	PROJECT: RAC-03

SUMMIT  
CARBON  
SOLUTIONS



NDL-324  
6"

NDL-323  
4"

MNL-321  
4"

MNL-321  
4"

## 17.31 MILES OF ANTICIPATED PIPELINE WILKIN COUNTY MINNESOTA

Pipeline centerline is based on the 08/31/2022 route.

- Participating Ethanol Plant
- County Seat
- Mainline Valve
- Pump Station
- Highly Populated Areas
- State Boundary
- County Boundary
- Route
- Primary Road
- Secondary Road
- Local Road
- Railroad
- River

Wilkin County Minnesota Pipeline Mileage Overview	
COUNTY: WILKIN	DRAWN BY: KAS
STATE: MINNESOTA	DESIGNED BY:
REV. NO.:	REVISION DATE
0	ISSUED FOR REVIEW 2021-11-04
PRELIMINARY ROUTE SUBJECT TO CHANGE	
DATE: 9/2022	PROJECT/ROW: NAD 03

SUMMIT  
CARBON  
SOLUTIONS



**SUMMIT CARBON**  
SOLUTIONS