



## City of Fergus Falls Committee of the Whole Agenda

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August 30, 2023

7:00 am

City Council Chambers

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- A. Call to Order
- B. Roll Call
- C. Discussion Items
  - 1. Coalition of Greater Minnesota Cities Update
  - 2. TIF Development Agreement for FM Bank  
Klara Beck  
Requested Action: Recommendation to the council to approve a TIF Development Agreement with FM Bank
  - 3. Communications Plan  
Jean Bowman  
Requested Action: Recommendation to the council to approve the city's communications plan
  - 4. Proclamation Policy and Procedures  
Jean Bowman  
Requested Action: Recommendation to the council to adopt the Proclamation Policy and Procedures
  - 5. Council Liaison to the Airport  
Andrew Bremseth  
Requested Action: Recommendation to the council to appoint Anthony Hicks to serve as a liaison to the airport
  - 6. Special Parking Permit Request for 901 N Cleveland Ave  
Tom Rufer/Scott Kvamme  
Requested Action: Recommendation to the council to authorize a no parking space in front of 901 N Cleveland Ave
  - 7. Proposed Highway Extension from County Highway 1 to 210  
Scott Kvamme/Rich Wenzel
  - 8. PI 9353, the Fergus Falls Municipal Airport Masterplan and Airport Layout Plan Update

Brian Yavarow

Requested Action: Recommendation to the council to accept the FAA Grant Offer

D. Additional Agenda Items

E. Announcements

September 4 Most city offices and facilities closed for observance of Labor Day  
(West liquor store open)  
Garbage & recycling normally picked up on Monday will be moved  
to Tuesday the 5<sup>th</sup>. Tuesday pickup will be moved to Wednesday  
the 6<sup>th</sup>

September 5 5:30 pm City Council meeting

September 13 7:00 am Committee of the Whole meeting

Adjourn



# City Council Action Recommendation

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Page 1 of 1

**Meeting Date:**

August 30, 2023- COW

**Subject:**

FM Bank TIF development agreement

**Recommendation:**

Approve a TIF development agreement with FM Bank for demolition of the former Shopko building.

**Background/Key Points:**

On April 17, 2023, City Council approved the creation of a redevelopment TIF district to encompass the redevelopment of the former Shopko site. Redevelopment districts are eligible to be created to remove barriers to investment associated with the redevelopment of blighted sites. At least 90 percent of the tax increment from a redevelopment district must be used to finance the cost of correcting conditions that allow the designation of redevelopment districts. In this case, the increment is to be used to demolish the existing blighted building on site.

The TIF plan indicated a pay-as-you-go financing structure. Pay-as-you-go financing relies on the developer to initially finance the costs of the TIF improvements. A development agreement between the authority and the developer provides the developer will be repaid as tax increments are collected.

**Budgetary Impact:**

The principal amount to be paid by the City shall not exceed \$286,000. No interest shall accrue on the unpaid balance of the TIF note. The amounts due to the developer shall be payable on August 1, 2026, and on each February 1 and August 1 to February 1, 2033, unless the principal payments are paid in full and the note terminates earlier.

**Originating Department:**

Community Development

**Respectfully Submitted:**

Klara Beck

**Attachments:**

TIF 4-16 Development Agreement

Exhibit 1: Map of TIF District No. 4-16 within Development District No. 4

Resolution of Approval

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF FERGUS FALLS, MINNESOTA

AND

FM BANK

This document drafted by:

TAFT STETTINIUS & HOLLISTER LLP  
2200 IDS Center  
80 South 8<sup>th</sup> Street  
Minneapolis, Minnesota 55402

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## DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of the 5th day of September, 2023, by and between the City of Fergus Falls, Minnesota (the "City"), a municipal corporation existing under the laws of the State of Minnesota and FM BANK, a Minnesota banking corporation (the "Developer").

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Section 469.124 through 469.133, as amended, the City has heretofore established Municipal Development District No. 4 (the "Development District") and has adopted a development program therefor (the "Development Program"); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended (hereinafter, the "Tax Increment Act"), the City has heretofore established, within the Development District, Tax Increment Financing (Redevelopment) District No. 4-16 (the "Tax Increment District") and has adopted a tax increment financing plan therefor (the "Tax Increment Plan") which provides for the use of tax increment financing in connection with certain development within the Tax Increment District and the Development District; and

WHEREAS, in order to achieve the objectives of the Development Program and particularly to make the land in the Development District available for development by private enterprise in conformance with the Development Program, the City has determined to assist the Developer with the financing of certain costs of a Project (as hereinafter defined) to be constructed within the Tax Increment District as more particularly set forth in this Agreement; and

WHEREAS, the City believes that the redevelopment and construction of the Project, and fulfillment of this Agreement are vital and are in the best interests of the City, the health, safety, morals and welfare of residents of the City, and in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted.

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, do not apply to this Agreement because the Developer's investment in the purchase of the site and in site preparation is at least 70 percent of the assessor's current year's estimated market value.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I  
DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement, as the same may be from time to time modified, amended or supplemented;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

City means the City of Fergus Falls, Minnesota;

County means Otter Tail County, Minnesota;

Developer means FM BANK, a Minnesota banking corporation, its successors, and assigns;

Development District means Municipal Development District No. 4, including the real property described in the Development Program;

Development Program means the development program approved in connection with the Development District;

Development Property means the real property described in Exhibit A attached to this Agreement;

Event of Default means any of the events described in Section 4.1 hereof;

Legal and Administrative Expenses means the fees and expenses incurred by the City in connection with the review and analysis of the development proposed under this Agreement with the adoption and administration of the Tax Increment Financing Plan and establishment of the Tax Increment District, the preparation of this Agreement, the issuance of the TIF Note, including, but not limited to, attorney and municipal advisor fees and expenses;

Note Payment Date means August 1, 2026, and each February 1 and August 1 thereafter to and including February 1, 2033; provided, that if any such Note Payment Date should not be a Business Day, the Note Payment Date shall be the next succeeding Business Day;

Prime Rate means the rate of interest from time to time publicly announced by U.S. Bank National Association in Minneapolis, Minnesota, as its "reference rate" or any successor rate, which rate shall change as and when that prime rate or successor rate changes;

Project means the demolition of an existing substandard building located on the Development Property and the construction of a new approximately 17,700 square-foot building by the Developer to be used primarily for commercial purposes;

Site Improvements means the site improvements undertaken or to be undertaken on the Development Property, more particularly described on Exhibit C attached hereto;

State means the State of Minnesota;

Tax Increments means 90% of the tax increments derived from the Development Property which have been received and retained by the City in accordance with the provisions of Minnesota Statutes, Section 469.177;

Tax Increment Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

Tax Increment District means Tax Increment Financing (Redevelopment) District No. 4-16 located within the Development District, a description of which is set forth in the Tax Increment Financing Plan, and qualified as a redevelopment district under the Tax Increment Act;

Tax Increment Financing Plan means the tax increment financing plan approved for the Tax Increment District by the City Council on April 17, 2023, and any future amendments thereto;

TIF Note means the Tax Increment Revenue Note (Shopko Redevelopment Project) to be executed by the City and delivered to the Developer pursuant to Article III hereof, a form of which is attached hereto as Exhibit B; and

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, material shortages, transportation shortages or interruptions, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays, government order or law, national or regional emergency, disease, pandemics or epidemics.



## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The Tax Increment District is a "redevelopment district" within the meaning of Minnesota Statutes, Section 469.174, Subdivision 10 and was created, adopted and approved in accordance with the terms of the Tax Increment Act.

(3) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Development Program.

(4) To finance certain costs within the Tax Increment District, the City agrees, subject to the further provisions of this Agreement, to apply Tax Increments to reimburse the Developer for a portion of the costs of the construction of Site Improvements incurred in connection with the Project as further provided in this Agreement.

(5) The City makes no representation or warranty, either expressed or implied, as to the Development Property or its condition or the soil conditions thereon, or that the Development Property shall be suitable for the Developer's or Developer's purposes or needs.

Section 2.2 Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a Minnesota corporation and has the power and authority to enter into this Agreement and to perform its obligations hereunder and doing so will not violate its articles, bylaws, or the laws of the State and by proper action has authorized the execution and delivery of this Agreement.

(2) The Developer shall cause the Project to be constructed in accordance with the terms of this Agreement, the Development Program, Tax Increment Financing Plan, and all applicable local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

(3) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not have been or be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(4) The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed.

(5) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(6) The Developer will cooperate fully with the City with respect to any litigation commenced with respect to the Project.

(7) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

(8) The construction of the Project will commence on or before April 15, 2024, and barring Unavoidable Delays, the Project will be substantially completed by May 1, 2025.

(9) The Developer acknowledges that Tax Increment projections contained in the Tax Increment Financing Plan are estimates only and the Developer acknowledges that it shall place no reliance on the amount of projected Tax Increments and the sufficiency of such Tax Increments to reimburse the Developer for a portion of the costs of the construction of the Site Improvements as provided in Article III.

## ARTICLE III

### UNDERTAKINGS BY DEVELOPER AND CITY

#### Section 3.1 Development Property, Site Improvements; and Legal and Administrative Expenses.

(1) The parties agree that the Site Improvements to be constructed by the Developer are essential to the successful completion of the Project. The costs of the Site Improvements and the construction of the Project shall be paid by the Developer. The City shall reimburse the Developer for the lesser of (a) \$286,000, or (b) the cost of making the Site Improvements actually incurred and paid by the Developer (the "Reimbursement Amount") as further provided in Section 3.3.

(2) The Developer has deposited \$15,000 with the City to pay actual out of pocket Legal and Administrative Expenses and any excess will be returned to the Developer after payment of all Legal and Administrative Expenses. If the City determines the deposit to be inadequate, the Developer shall provide additional funds in the amount determined by the City to be escrowed.

Section 3.2 Limitations on Undertaking of the City. Notwithstanding the provisions of Section 3.1, the City shall have no obligation to the Developer under this Agreement to reimburse the Developer for the Reimbursement Amount, if the City, at the time or times such payment is to be made is entitled under Section 4.2 to exercise any of the remedies set forth therein as a result of an Event of Default which has not been cured.

Section 3.3 Reimbursement: TIF Note. The City shall reimburse for the costs identified in Section 3.1 through the issuance of the City's TIF Note in substantially the form attached to this Agreement as Exhibit B, subject to the following conditions:

(1) The TIF Note shall be dated, issued and delivered when the Developer shall have (a) demonstrated in writing to the reasonable satisfaction of the City that the construction of the Project has been completed and paid the costs of the Site Improvements, as described in and limited by Section 3.1; and (b) shall have submitted paid invoices for the costs of the Site Improvements in an amount not less than the Reimbursement Amount.

(2) The TIF Note shall not bear interest.

(3) The principal amount of the TIF Note shall be payable solely from the Tax Increments.

(4) On each Note Payment Date and subject to the provisions of the TIF Note, the City shall pay, against the principal outstanding on the TIF Note, the Tax Increments received by the City during the preceding six (6) months. All such payments shall be applied to reduce the principal of the TIF Note.

(5) The TIF Note shall be a special and limited obligation of the City and not a general obligation of the City, and only Tax Increments shall be used to pay the principal of the TIF Note.

(6) The City's obligation to make payments on the TIF Note on any Note Payment Date or any date thereafter shall be conditioned upon the requirement that there shall not at that time be an Event of Default that has occurred and is continuing under this Agreement.

(7) The TIF Note shall be governed by and payable pursuant to the additional terms thereof, as set forth in Exhibit B. In the event of any conflict between the terms of the TIF Note and the terms of this Section 3.3, the terms of the TIF Note shall govern. The issuance of the TIF Note pursuant and subject to the terms of this Agreement, and the taking by the City of such additional actions as bond counsel for the TIF Note may require in connection therewith, are hereby authorized and approved by the City.

Section 3.4 Prohibition Against Transfer of Project and Assignment of Agreement. The Developer represents and agrees that prior to the termination date of this Agreement the Developer shall not transfer the Project or any part thereof or any interest therein, without the prior written approval of the City. The City shall be entitled to require as conditions to any such approval that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer.

(2) Any proposed transferee, by instrument in writing satisfactory to the City shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject.

(3) There shall be submitted to the City for review and prior written approval all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Project.

Section 3.5 Real Property Taxes. Prior to the Termination Date, the Developer shall pay all real property taxes payable with respect to all and any parts of the Development Property acquired and owned by it until the Developer's obligations have been assumed by any other person pursuant to the provisions of this Agreement.

The Developer agrees that, so long as it owns all or any portion of the Development Property, prior to the Termination Date:

(1) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Development Property, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(2) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent

tax proceedings with respect to the Development Property; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(3) It will not seek any tax deferral or abatement, either presently or prospectively authorized under Minnesota Statutes, Section 469.1813, or any other State or federal law, of the ad valorem property taxation of the Development Property between the date of execution of this Agreement and the Termination Date; and

(4) It will not seek a reduction in the market value as determined by the Otter Tail County Assessor of the Project or other facilities, if any, that it constructs on the Development Property, pursuant to the provisions of this Agreement, for so long as the TIF Note remains outstanding.

#### ARTICLE IV

#### EVENTS OF DEFAULT

Section 4.1 Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay any ad valorem real property taxes and special assessments levied against the Development Property and all public utility or other City payments due and owing with respect to the Development Property when due and payable.

(2) Failure by the Developer to cause the construction of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement.

(3) Failure of the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

(4) The holder of any mortgage on the Project commences foreclosure proceedings as a result of any default under the applicable mortgage documents.

(5) If the Developer shall:

(A) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(B) make an assignment for the benefit of its creditors; or

(C) admit in writing its inability to pay its debts generally as they become due; or

(D) be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within sixty (60) days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 4.2 Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice to the Developer, but only if the Event of Default has not been cured within said thirty (30) days:

(1) The City may suspend its performance under this Agreement and the TIF Note until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.

(2) The City may cancel and rescind the Agreement and the TIF Note.

(3) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5 Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 4.6 Indemnification of City.

(1) The Developer releases from and covenants and agrees that the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, provided that the foregoing indemnification shall not be effective for any actions of the Indemnified Parties that are not contemplated by this Agreement.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement or to any actions undertaken by the City which are not contemplated by this Agreement but shall, in any event and without regard to any fault on the part of the City, apply to any pecuniary loss or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the City at a rate equal to the Prime Rate) as a result of the Developer operating the Project so that the Tax Increment District does not qualify or cease to qualify as a

"redevelopment district" under Section 469.174, Subdivision 10, of the Act, or (ii) to violate limitations as to the use of Tax Increments as set forth in Section 469.176, Subdivision 4j.

(3) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.



## ARTICLE V

### DEVELOPER'S OPTION TO TERMINATE AGREEMENT

Section 5.1 The Developer's Option to Terminate. This Agreement may be terminated by Developer, if (i) the Developer is in compliance with all material terms of this Agreement and no Event of Default has occurred; and (ii) the City fails to comply with any material term of this Agreement, and, after written notice by the Developer of such failure, the City has failed to cure such noncompliance within ninety (90) days of receipt of such notice, or, if such noncompliance cannot reasonably be cured by the City within ninety (90) days, of receipt of such notice, the City has not provided assurances, reasonably satisfactory to the Developer that such noncompliance will be cured as soon as reasonably possible.

Section 5.2 Action to Terminate. Termination of this Agreement pursuant to Section 5.1 must be accomplished by written notification by the Developer to the City within sixty (60) days after the date when such option to terminate may first be exercised. A failure by the Developer to terminate this Agreement within such period constitutes a waiver by the Developer of their rights to terminate this Agreement due to such occurrence or event.

Section 5.3 Effect of Termination. If this Agreement is terminated pursuant to this Article V, this Agreement shall be from such date forward null and void and of no further effect; provided, however, the termination of this Agreement shall not affect the rights of either party to institute any action, claim or demand for damages suffered as a result of breach or default of the terms of this Agreement by the other party, or to recover amounts which had accrued and become due and payable as of the date of such termination. Upon termination of this Agreement pursuant to this Article V, the Developer shall be free to proceed with the Project at their own expense and without regard to the provisions of this Agreement; provided, however, that the City shall have no further obligations to the Developer with respect to reimbursement of the expenses set forth in Section 3.3, or to make any further payments on the TIF Note (but the termination of such obligations is not intended to relieve the City for any damages to Developer caused by the City's failure to comply with its obligations under this Agreement or the TIF Note).

## ARTICLE VI

### ADDITIONAL PROVISIONS

Section 6.1 Restrictions on Use. The Developer agrees for itself, its successors and assigns and every successor in interest to the Project that during the term of this Agreement the Developer and its successors and assigns shall operate, or cause to be operated, the Project as contemplated in this Agreement, and shall devote the Project to, and in accordance with, the uses specified in this Agreement.

Section 6.2 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 6.3 Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 6.4 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (1) in the case of the Developer is addressed to or delivered personally to:

FM BANK  
128 E. Washington Ave.  
Fergus Falls, MN 56537

- (2) in the case of the City is addressed to or delivered personally to the City at:

City of Fergus Falls, Minnesota  
112 West Washington Ave.  
Fergus Falls, MN 56537

with a copy to:

Taft Stettinius & Hollister LLP  
Attention: Mary Ippel  
2200 IDS Center  
80 South 8th Street  
Minneapolis, MN 55402

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 6.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 6.6 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 6.7 Expiration. This Agreement shall expire on the earlier of (i) February 1, 2033, (ii) the date the TIF Note is paid in full or (iii) the date this Agreement is terminated or rescinded in accordance with its terms.

Section 6.8 Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 6.9 Assignability of TIF Note. The TIF Note may only be assigned pursuant to the terms of the TIF Note.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf and its seal to be hereunto duly affixed, the Developer has caused this Agreement to be duly executed on its behalf, on or as of the date first above written.

CITY OF FERGUS FALLS, MINNESOTA

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

By \_\_\_\_\_  
Its City Administrator

This is a signature page to the Development Agreement by and between the City of Fergus Falls, and FM BANK.

FM BANK

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Its

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Its

This is a signature page to the Development Agreement by and between the City of Fergus Falls, and FM BANK.

EXHIBIT A

DESCRIPTION OF DEVELOPMENT PROPERTY

Property located in the City of Fergus Falls, Otter Tail County, Minnesota with the following  
Parcel Identification Numbers:

71-002-99-0210-900  
71-002-99-0225-000  
71-002-99-0225-001  
71-002-99-0227-001  
71-002-99-0227-900

EXHIBIT B

FORM OF TIF NOTE

No. R-1

\$ \_\_\_\_\_

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

TAX INCREMENT REVENUE NOTE  
(SHOPKO REDEVELOPMENT PROJECT)

The City of Fergus Falls, Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the "Payment Amounts") to FM BANK, a Minnesota banking corporation, or its registered assigns (the "Developer" or "Registered Owner"), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount stated above, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the sum of the principal amount listed above shall in no event exceed \$286,000 as provided in that certain Development Agreement, dated as of September 5, 2023, as the same may be amended from time to time (the "TIF Agreement"), by and between the City and the Developer. No interest shall accrue on the unpaid balance of this Note.

The amounts due under this Note shall be payable on August 1, 2026, and on each February 1 and August 1 thereafter to and including February 1, 2033, or, if the first should not be a Business Day (as defined in the TIF Agreement), the next succeeding Business Day (the "Payment Dates"). On each Payment Date the City shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last business day of the City preceding such Payment Date an amount equal to the sum of the Tax Increments (hereinafter defined) received by the City during the six (6) month period preceding such Payment Date. This Note is prepayable by the City, in whole or in part, on any date.

The Payment Amounts due hereon shall be payable solely from 90% of the tax increments (the "Tax Increments") from the Development Property (as defined in the Development Agreement) within the City's Tax Increment Financing (Redevelopment) District No. 4-16 (the "Tax Increment District") within its Municipal Development District No. 4 which are paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time (the "Tax Increment Act"). This Note shall terminate and be of no further force and effect following the termination of the Tax Increment District, on any date upon which the City shall have terminated the Development Agreement under Section 4.2(2) thereof or the Developer shall have terminated the Development Agreement under Article V

thereof, or on the date that all principal payable hereunder shall have been paid in full, whichever occurs earliest.

The City makes no representation or covenant, expressed or implied, that the Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured; and, further, if pursuant to the occurrence of an Event of Default under the Development Agreement the City elects to cancel and rescind the Development Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Development Agreement, including without limitation Section 3.3 thereof, for a fuller statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City of Fergus Falls, Minnesota, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except the above-referenced Tax Increments, is or shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the Tax Increment Act.

This Note may be assigned only with the consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. In order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional, statutory or charter limitation thereon.



IN WITNESS WHEREOF, City of Fergus Falls, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and City Administrator and has caused this Note to be issued on and dated \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
Mayor

**DO NOT EXECUTE UNTIL PAID INVOICES FOR SITE IMPROVEMENTS ARE GIVEN TO THE CITY - REFER TO SECTION 3.3(1).**

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note, as originally issued on \_\_\_\_\_, 20\_\_, was on said date registered in the name of FM BANK, and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

NAME AND ADDRESS OF REGISTERED OWNER

DATE OF REGISTRATION

SIGNATURE OF CITY ADMINISTRATOR

FM BANK  
128 E. Washington Ave.  
Fergus Falls, MN 56537

_____	_____	_____
_____	_____	_____
_____	_____	_____

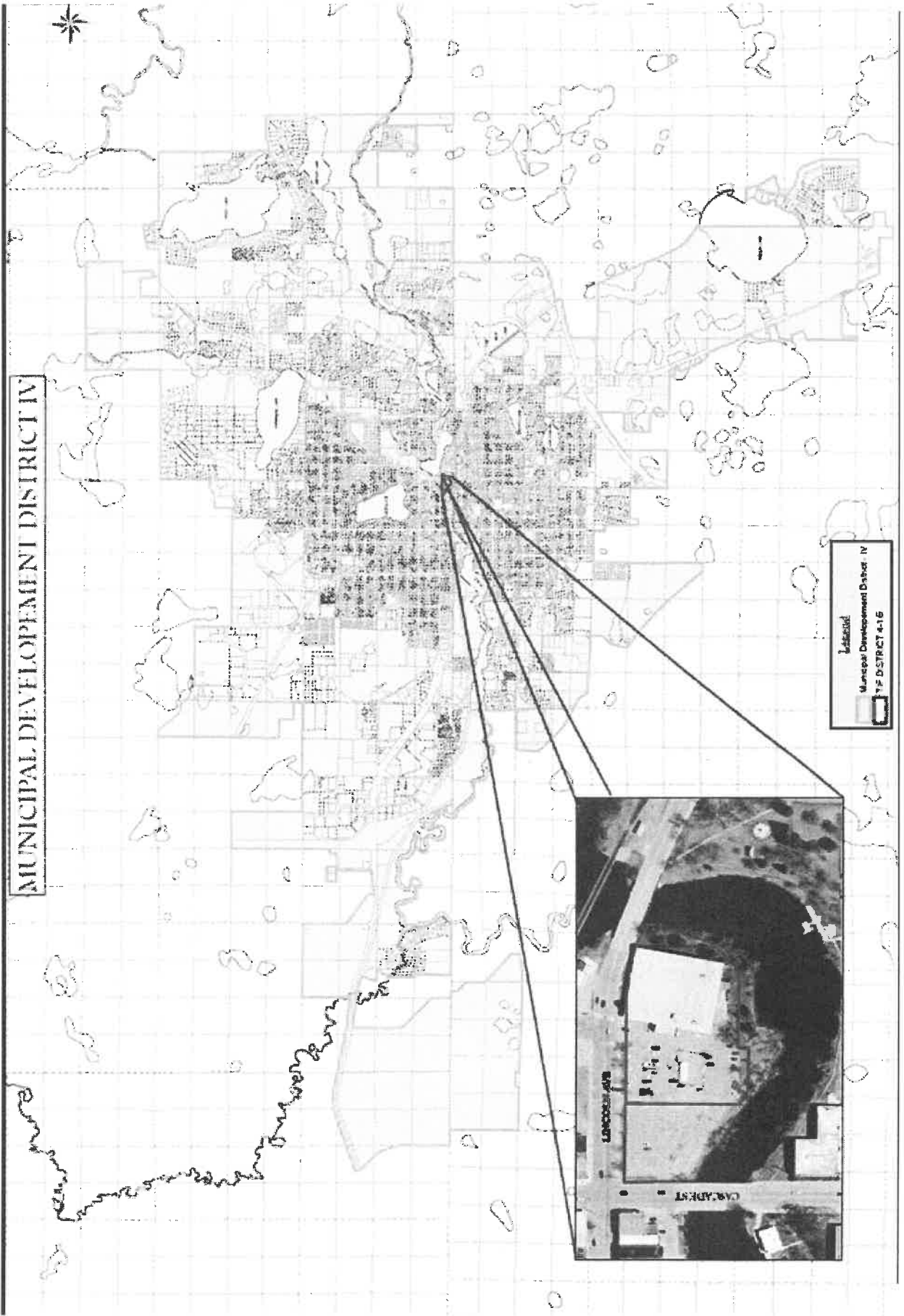
## EXHIBIT C

### SITE IMPROVEMENTS

Demolition  
Engineering  
Environmental Testing  
Foundations and Footings  
Grading/earthwork  
Landscaping, including irrigation  
Onsite Utilities  
Onsite Road, Curb, Gutter, Driveway, Sidewalk and Streetscape Improvements  
Outdoor Lighting  
Parking  
Site Preparation  
Site Utilities  
Soil Testing & Boring  
Storm Water/Ponding  
Survey

Map of TIF District No. 4-16 Within Development District No. 4

Exhibit I



BAKERTILLY

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

HELD: September 5, 2023

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Fergus Falls, Otter Tail County, Minnesota, was duly called and held in the City Hall in said City on September 5, 2023, at 5:30 P.M.

The following members of the Council were present:

and the following were absent:

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

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

RESOLUTION AUTHORIZING EXECUTION  
OF A DEVELOPMENT AGREEMENT

A. WHEREAS, FM BANK, a Minnesota banking corporation (the "Developer") has requested the City of Fergus Falls, Minnesota (the "City") to assist with the financing of certain costs incurred in connection with the demolition of an existing substandard building located in the City and the construction of a new approximately 17,700 square-foot building by the Developer to be used primarily for commercial purposes (the "Project"); and

B. WHEREAS, the Developer and the City have determined to enter into a Development Agreement providing for the City's tax increment financing assistance for the Project (the "Development Agreement").

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

1. The City Council hereby approves the Development Agreement in substantially the form submitted, and the Mayor and City Administrator are hereby authorized and directed to execute the Development Agreement on behalf of the City.

2. The approval hereby given to the Development Agreement includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the City officials authorized by this resolution to execute the Development Agreement. The execution of the Development Agreement by the appropriate officer or officers of the City shall be conclusive evidence of the approval of the Development Agreement in accordance with the terms hereof.

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

and the following voted against same:

Adopted this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Administrator

STATE OF MINNESOTA  
COUNTY OF OTTER TAIL  
CITY OF FERGUS FALLS

I, the undersigned, being the duly qualified and acting City Administrator of the City of Fergus Falls, Minnesota, DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes with the original minutes of a meeting of the City Council of the City held on the date therein indicated, which are on file and of record in my office, and the same is a full, true and complete transcript therefrom insofar as the same relates to a Resolution Authorizing Execution of a Development Agreement.

WITNESS my hand as such City Administrator of the City of Fergus Falls, Minnesota this \_\_\_ day of \_\_\_\_\_, 2023.

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



# Council Action Recommendation

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Page 1 of 1

**Meeting Date:**

August 30, 2023 Committee of the Whole

**Subject:**

Communications Plan

**Recommendation:**

Motion approving the communications plan

**Background/Key Points:**

The city's communications department was created in 2022 to lead and implement public information and communications. The City Council identified the need to increase the frequency, accuracy, relevance, and consistency of news published by the City of Fergus Falls. Centralized, strategic communications can effectively inform and educate the public, resulting in increased understanding and engagement. The attached plan will be the guiding document, highlighting our approach to this important function of city government.

**Budgetary Impact:**

None

**Originating Department:**

Administration

**Respectfully Submitted:**

Jean Bowman, Communications Manager

**Attachments:**

Communications Plan



Communications Plan  
August 30, 2023



**Background**

Communication is a key factor in successful government operations at all levels. Today's citizens expect relevant and accurate information, presented in a timely and transparent manner. They chose to live and do business in/with Fergus Falls and are entitled to know and understand how the city makes decisions, spends money, and provides services. In a void of information, false and negative narratives are born and spread. To meet the need for strategic and regular communication, the city created the position of communications manager in late 2022. Additionally, in the approved Strategic Framework Plan, communications and the need for enhanced city communication was a top priority. Needs include: planning, citizen engagement, partner optimization, regular and consistent dissemination of information, supporting departmental communications needs and more.

This initial communications plan focuses on the fundamental opportunities to communicate and engage with citizens. Many recommendations are already being implemented and more will be phased in as time and resources allow. This plan is intended to be dynamic; it will be reviewed and updated regularly, reflecting the needs and priorities of the city and the community. Annually, it will be presented publicly at a City Council meeting.

**Mission:**

The city's mission is "Building on our heritage and planning for the future of our citizens, the mission of the City of Fergus Falls is to provide the resources, opportunities and environment to assure the best possible quality of life."

**Vision:**

Our vision is to be a model community in Greater Minnesota. We will:

- Promote our All –American City as the preferable place to live, work and visit.
- Provide a friendly, safe and supportive atmosphere.
- Encourage individual involvement and community partnerships.
- Preserve and expand on our naturally beautiful environment.
- Provide quality services to the citizens of our community.
- Promote and encourage new and existing business and industry.
- Plan for continued growth and development.

## **Objectives**

- To educate and inform the citizens of Fergus Falls about the work of the City of Fergus Falls.
- To provide timely and accurate information in multiple and engaging ways.
- To become the primary source of information for city-related information.
- To increase community engagement and awareness, turning citizens into ambassadors.
- To influence the narrative.
- To be transparent.

## **Strategies**

- Proactively solicit news and story ideas from staff, council and community partners.
- Develop additional plans and guidelines (crisis communications, internal communications, social media policy).
- Implement a communications survey every five years.
- Provide clear, consistent, quality messaging and imagery.
- Serve as a resource to city council, department heads, boards & commissions by providing counsel, writing, proofreading, writing speeches, presentations, supplying photography, producing advertisements, video, job postings, letters, etc.
- Together with the fire and police departments, assist with public information as part of emergency preparedness.
- Assess PEG Access's role for increased resident reach and strategize opportunities for growth.
- Create templates for communications materials (including email signatures, newsletters, business cards, stationery, etc.).
- Use technology to streamline communications (web site to .gov, QR codes, short URLs, etc.)
- Facilitate improved media accuracy.
- Partner with community organizations for improved sharing of resources and information (Otter Tail County, Chamber of Commerce, Visit Fergus Falls, Greater Fergus Falls, County, Otter Tail Lakes Assn.)

## Audiences

- City residents
- Non-residents who work/visit (vendors, commuters, contractors, etc.)
- Employees (full-time, part-time, seasonal)
- City Council and Mayor
- Members of City Boards & Commissions
- Volunteers

## Media Channels/Distribution

### **Owned media (we have control)**

Web site

Email news

City-hosted meetings and events

Utility insert

TV monitor in public city buildings.

Cross-promote with the liquor store, Bigwood Event Center, Public Library, arena, etc.

YouTube Channel

Billboard on I-94 (3 months/year trade)

Direct mail

Paid advertising on earned media platforms (see below).

Intranet (for employees)

Bulletin boards (City Hall, arena, senior center, liquor store)

Event/booths table tents, banners, etc. (Summerfest, Shop, Move 'n Groove, etc.)

Collateral (table tents, posters, brochures, Powerpoint)

### **Earned media (we provide content on another's platform)**

Social media

Traditional news outlets (radio, TV, newspaper)

Chamber of Commerce (TV, Chamber Café, Chamber web site)

Civic organizations (Kiwanis, Rotary, Lions, Sertoma, etc.)

## **Tactics**

Implementation and execution began on day one to fill the communications void. A thoughtful, integrated approach is being taken; by using the tactics below in concert, key audiences see and hear consistent and repeated messaging and news in places and times that are most convenient and accessible for them. We are mindful to respond to inquiries and position content-experts on staff to address specific concerns and ideas.

## **Tactics and timeline**

### **Ongoing**

- Write and distribute news releases and advisories.
- Attend internal meetings to identify upcoming news, opportunities and needs.
- Partner and integrate with consultants who are leading city projects to ensure accurate and consistent messaging.
- Anticipate and manage key communication issues.
- Respond to media inquiries.
- Manage and update web site.
- Format job postings and distribute widely. Link and track interest online.
- Track online news content and make corrections to reporters/publishers as needed.
- Take photos and video clips of city projects, property and people for use in content creation.
- Use bit.ly to shorten web links; create QR codes to increase web traffic and online engagement.
- Attend public events, ribbon cuttings, ground breakings.
- Write talking points and speeches for staff/council.
- Provide public education, outreach and events for MS4 (municipal separate storm sewer system).

### **Twice monthly**

- Attend City Council and Committee of the Whole meetings.
- Summarize City Council meetings in print and online.
- Write column for Daily Journal newspaper.

### **Monthly**

- Write and design insert for utility bills.
- Provide support for Mayor call-in radio program.
- With internal team, review web site, make updates and strategize.

- Interview “Find it in Fergus Falls” TV programs.
- Participate in BPAC and Human Rights Commissions, coordinating initiatives and providing support..
- Update TV monitor content for City Hall lobby.

#### **Quarterly**

- Capture analytics and social media insights; identify and address needs and growth opportunities.
- Make presentations at service clubs.

#### **Annually**

- Refresh the City logo. Once adopted, roll-out gradually on digital platforms with eventual integration into facilities and fleet vehicles. Develop brand standards and direct use of brand assets (typeface, colors, logo mark, etc.).
- Direct mail an “Annual Report of the City.”
- Lead planning and citizen engagement for National Night Out.
- Develop legislative brief for legislators and committee members.
- Partner with Otter Tail County to add a distinct 10-digit phone number for Fergus Falls Smart 911.

#### **Measurement**

Both qualitative and quantitative data will help evaluate progress against the communication objectives and priorities and may include:

- Metrics of social media posts, followers and engagement.
- Web site traffic (users, entry/exit points, time on site, etc.)
- News articles (volume and quality).
- Metrics related to external sites/use (job applications submitted, chamber web site reports, number of subscribers to city email, etc.).
- Attendance at events.
- A resident survey about communication may be offered not more than every five years.



# Council Action Recommendation

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Page 1 of 1

**Meeting Date:**

August 30, 2023 Committee of the Whole

**Subject:**

Proclamation Policy and Procedure

**Recommendation:**

Resolution approving the policy and procedures by which individuals and organizations receive City support by way of public proclamation.

**Background/Key Points:**

Citizens and organizations occasionally request public proclamations to recognize and support a variety of milestones and activities. To ensure a clear, fair and consistent approach to reviewing and approving proclamations, staff was directed to consider other communities' guidelines and develop a procedure for use by the City of Fergus Falls. The attached draft incorporates the qualifications for consideration, a process for submitting proclamation requests and the city's commitment to consider and act on each request.

**Budgetary Impact:**

None

**Originating Department:**

Administration

**Respectfully Submitted:**

Jean Bowman, Communications Manager

**Attachments:**

Proclamation Policy and Procedure

## CITY OF FERGUS FALLS

### MAYORAL PROCLAMATIONS POLICY AND PROCEDURES

The city of Fergus Falls will recognize and celebrate events, achievements and activities that are significant to Fergus Falls through proclamation. These accolades may recognize a day, week, or month that has citywide impact. The Policy and Procedures are guidelines for individuals and organizations requesting a proclamation which will be presented by the Mayor during a regularly-scheduled City Council meeting.

#### **POLICY**

The Mayor will consider proclamations which relate to Fergus Falls city government, Fergus Falls organizations and residents. Proclamations may be issued for:

- Honoring people or groups that have provided a civic service.
- Charitable and non-profit organizations to help increase awareness of their programs and activities.
- Honoring individuals or organizations who have achieved national or international distinction.

Proclamations will not be issued for:

- Commercial purposes, including but not limited to opening new businesses, services, or anniversaries. The exception is an anniversary of 50 years and every 50 years thereafter.
- Personal milestones such as birthdays, weddings, reunions, retirements. (Recognition of City Staff retirements do not fall under this policy).
- Campaigns or events contrary to City of Fergus Falls policies.
- Organizations or individuals with no relationship to the City of Fergus Falls.

Proclamations should reflect inclusiveness, not exclusiveness, and recognize the strength of our democracy is our diversity. It must not take sides in matters of political, ideological, or religious controversy or personal convictions.

Annually recurring requests must be re-submitted each year. They are not automatically renewed.

Proclamations are limited to one recipient (organization/individual) annually, per calendar year.

There is no charge for requesting a proclamation.

The Mayor reserves the right to approve or reject any request for a proclamation, to edit the text and read a summary at the meeting, if time constraints warrant. The city reserves the right to vary from the exact provisions of this policy when it is in the public interest to do so.

Approval of a proclamation does not constitute endorsement by the City Council or the City of Fergus Falls. Proclamations are universally honorary and issued as a courtesy. They are not legally binding.

## **PROCEDURE**

Proclamation requests must be submitted 30 days prior to the City Council meeting at which the organization would like recognition. This ensures all requests can be appropriately considered and reviewed in advance.

The proclamation must be drafted by the person or organization making the request.

Requests must be submitted online or by completing the application form and submitting it to the City Administrator's Office for consideration.

We request that a representative from the organization attend the meeting at which the proclamation is adopted and presented.

DRAFT



**CITY OF FERGUS FALLS**  
**MAYORAL PROCLAMATION REQUEST FORM**

Date:

Date of proclamation start:

Date proclamation ends:

What are you proclaiming? (ex. Earth Week)

**Requesting Organization**

Address:

City, State, Zip

**Contact**

Name:

Title:

Email:

Phone:

Purpose of proclamation

**Draft language (May attach a separate page):**

Notification Preference: Phone/Email/Mail



## Council Action Recommendation

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Page 1 of 1

**Meeting Date:**

8/30/23 Committee of the Whole, 9/5/23 City Council

**Subject:**

Council liaison to the Fergus Falls Municipal Airport

**Recommendation:**

Motion appointing Councilmember Hicks as the council liaison to the Fergus Falls Municipal Airport

**Background/Key Points:**

Members of the "Friends of the Fergus Falls Airport" recently approached the city about appointing a member of the Council to serve as a liaison to the airport. In conversations with the Mayor, he suggested Councilmember Hicks would be an appropriate appointment, based on his previous involvement with the airport when the city had an Airport Advisory Committee.

This appointment will be added to the annual appointment list that is brought forward by the Mayor at the beginning of each year.

If approved, this action will appoint Councilmember Hicks to serve as liaison for the remainder of 2023.

**Budgetary Impact:**

N/A

**Originating Department:**

Administration

**Respectfully Submitted:**

Andrew Bremseth, City Administrator

**Attachments:**

N/A



# Council Action Recommendation

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Page 1 of 1

**Meeting Date:**

August 30, 2023 – Committee of the Whole  
September 5, 2023 – City Council

**Subject:**

P. I. No. 9353 - FFM Airport Masterplan and ALP (Airport Layout Plan) Update

**Recommendation:**

- 1) Authorization to accept the FAA Grant Offer for P. I. No. 9353

**Background/Key Points:**

In May the City Council initiated the above-referenced public improvement project. Since then, staff has submitted the application for funding to the FAA and State for a grant offer. Recently, the FAA contacted me indicating the federal offer is being processed and will be sent to the City (via electronically) for approval at the end of this month. However, the FAA advised me to expect a quick turn-around to accept by September 15, 2023.

I am requesting authorization to accept the FAA's offer given the short response window. The final Federal and State offer will be presented to this Council once received.

**Budgetary Impact:**

The total estimated cost is \$369,200.00. Current funding shares are the Federal Bipartisan Infrastructure Law (BIL) Airport Infrastructure Grant (AIG) at 90% (\$332,280.00), State 5% (\$18,460.00) and Local Airport 456 fund 5% (\$18,460.00)

**Originating Department:**

Engineering Department

**Respectfully Submitted:**

Brian Yavarow, P.E. - City Engineer

**Attachments:**