



City of Fergus Falls Committee of the Whole Agenda

November 15, 2023
7:00 am
City Council Chambers

A. Call to Order

B. Roll Call

C. Discussion Items

1. Driveway Easement for 3809 Pebble Shores Drive
Andrew Bremseth

Requested Action: Recommendation to the council to authorizing the Mayor and City Administrator to execute the easement agreement

2. Community Energy Transition Grant Public Input
Andrew Bremseth

3. PI 5362- Fir and Friberg Roundabout Improvement Project: Local Road Improvement Program Grant Application
Brian Yavarow

Requested Action: Recommendation to the council to provide a Resolution of Support for the LRIP grant and authorize the submission of the LRIP grant application to MnDOT

D. Additional Agenda Items

Announcements

November 20 City Council Meeting 5:30 pm

November 23 All city offices and facilities closed for observance of Thanksgiving

November 24 Most city offices and facilities closed for observance of Thanksgiving

E. Adjourn



Council Action Recommendation

Page 1 of 1

Meeting Date:

11/15/23 Committee, 11/20/23 City Council

Subject:

Driveway (Ingress/Egress) Easement for 3809 Pebble Shores Drive

Recommendation:

Resolution authorizing the Mayor and City Administrator to execute the easement agreement

Background/Key Points:

The home located at 3809 Pebble Shores Drive has been using the existing driveway for many years, which happens to cross over City property. The original driveway had to be abandoned and moved, as water levels in the area rose significantly after the home was built, making the original driveway completely unusable and impassable.

Staff noticed that there was not an easement executed at the time the current driveway was built many years ago and feel it makes sense to execute an easement now that it has been discovered.

The easement simply allows for the use of the existing driveway to continue (ingress/egress) and states that it is the responsibility of the homeowner to continue to maintain it by keeping it mowed, free of debris and in charge of snow removal.

If acceptable to the Council, the Mayor and City Administrator can execute the agreement and it can be recorded.

Budgetary Impact:

N/A

Originating Department:

Administration

Respectfully Submitted:

Andrew Bremseth, City Administrator

Attachments:

Easement Agreement and survey

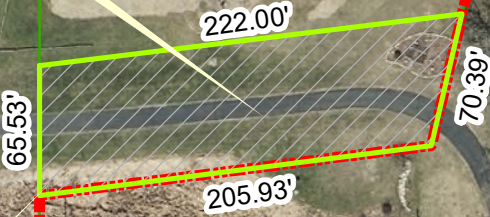
Thomas Wolfe - Parcel A - Ingress / Egress Easement



PEBBLE SHORES DR

City of Fergus Falls
Parcel Number 71001500089003
Parcel A Legal Description
14229.06 Sq. Ft. or 0.32 Acres

Point of Beginning



Legend

- Parcel A - Ingress/Egress Easement
- Municipal Boundary

SCALE: 1" = 100.00'
6/23/23

APPURTENANT EASEMENT AGREEMENT (driveway)

FOR VALUABLE CONSIDERATION, the CITY OF FERGUS FALLS, a municipal corporation organized and existing under the laws of the State of Minnesota, Grantor, hereby grants and conveys to Thomas Wolfe and Lisa Wolfe, and their successors and assigns, Grantees, a 16.00 foot wide easement for driveway purposes, ingress and egress, in, over, and upon, real property in Otter Tail County, Minnesota, described on the attached Exhibit A (Certificate of Survey dated November 17, 1990, filed April 7, 2006, and recorded in the Office of the County Recorder, Otter Tail County, as Document #995606) as follows:

Exhibit A, Parcel A.

Appurtenant to and for the benefit of real property in Otter Tail County, Minnesota, owned by Grantees and described as follows:

Exhibit A, Parcel B.

This easement is granted and shall continue under the following conditions which shall be binding upon the Grantees and their successors and assigns (hereinafter "Grantee"):

1. Written Consent for Improvements: There currently is an existing driveway that Grantee uses over and across Parcel A. Grantee is granted the continuing right to use said driveway, and Grantee agrees they shall make no improvements to the driveway or the easement area without the express written consent of the City Administrator for the City of Fergus Falls or its assigns (hereinafter "Grantors"). Grantors may condition any consent given upon the payment by Grantee of all (100%) costs and expenses associated with any such improvement.

2. Improvements: Grantees agree to keep the driveway and easement area free of debris and mowed and maintained. Grantees agree to provide its own snow removal over the driveway located in the easement area. Grantors reserve and retain the absolute right and sole discretion to determine what, if any maintenance and improvements are necessary or desirable for the driveway and the easement area, and the absolute right to make such improvements and

complete such maintenance to the driveway and easement area, including the right to remove alterations or improvements that are not approved by the Grantor, in Grantor's sole discretion, and as may be required as per specifications of the City Code of Fergus Falls, Minnesota, in which case the Grantees shall reimburse Grantors for all (100%) of the expenses incurred by Grantors for all improvements to and maintenance of the driveway and easement area described above within 30 days of receipt of an invoice for said repairs and improvements. Grantees agree all reimbursable costs incurred by the Grantor which are not timely reimbursed by the Grantees will constitute a lien against the Grantee's real estate described on Exhibit A Parcel B and that said lien may be levied and collected by the City and assessed under Minn. Stat. §§ 429.01 and 463.21 et. al., and Fergus Falls City Charter Chapter 8, and City Code Sections, 35.01 and 90.30, and as may be amended from time to time.

3. Hold Harmless and Indemnification. The Grantee hereby agrees to hold and save the Grantor harmless and indemnify the Grantor from any and all damage arising from Grantee's use of the driveway and easement area.

4. No Obstruction. The easement granted in this Agreement shall be kept open and free from obstructions so that the same may be used in common for driveway and related purposes and none of the parties shall cause or permit anything to be done whereby the common use of said easement or right-of-way shall be prevented or interfered with.

5. Forfeiture and Termination: Failure by Grantee to comply with these conditions and/or reimburse Grantor's for expenses as required shall constitute forfeiture and termination of this easement. Notice of such forfeiture and termination may be served upon Grantee to be effective 30 days after such notice and established of record by recording a memorandum of termination executed by Grantor and recorded in the office of the Otter Tail County Recorder with an affidavit of service of notice upon Grantee.

5. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota.

6. Entire Agreement. This Agreement constitutes the entire agreement between the Grantor and Grantee and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

7. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each party or an authorized representative of each party.

8. Counterparts. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

GRANTOR
CITY OF FERGUS FALLS

Ben Schierer
City of Fergus Falls Mayor

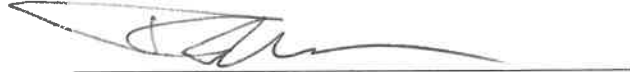
Andrew Bremseth
City of Fergus Falls City Clerk/Administrator

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

The foregoing instrument was acknowledged before me this _____ day of _____
2023, by Ben Schierer, and Andrew Bremseth, the Mayor and City Administrator,

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GRANTEE



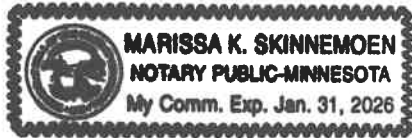
Thomas Wolfe



Lisa Wolfe

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

The foregoing instrument was acknowledged before me this 20th day of October 2023, by Thomas Wolfe and Lisa Wolfe, married to each other.

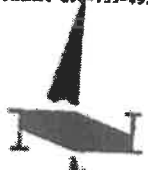


Notary Public

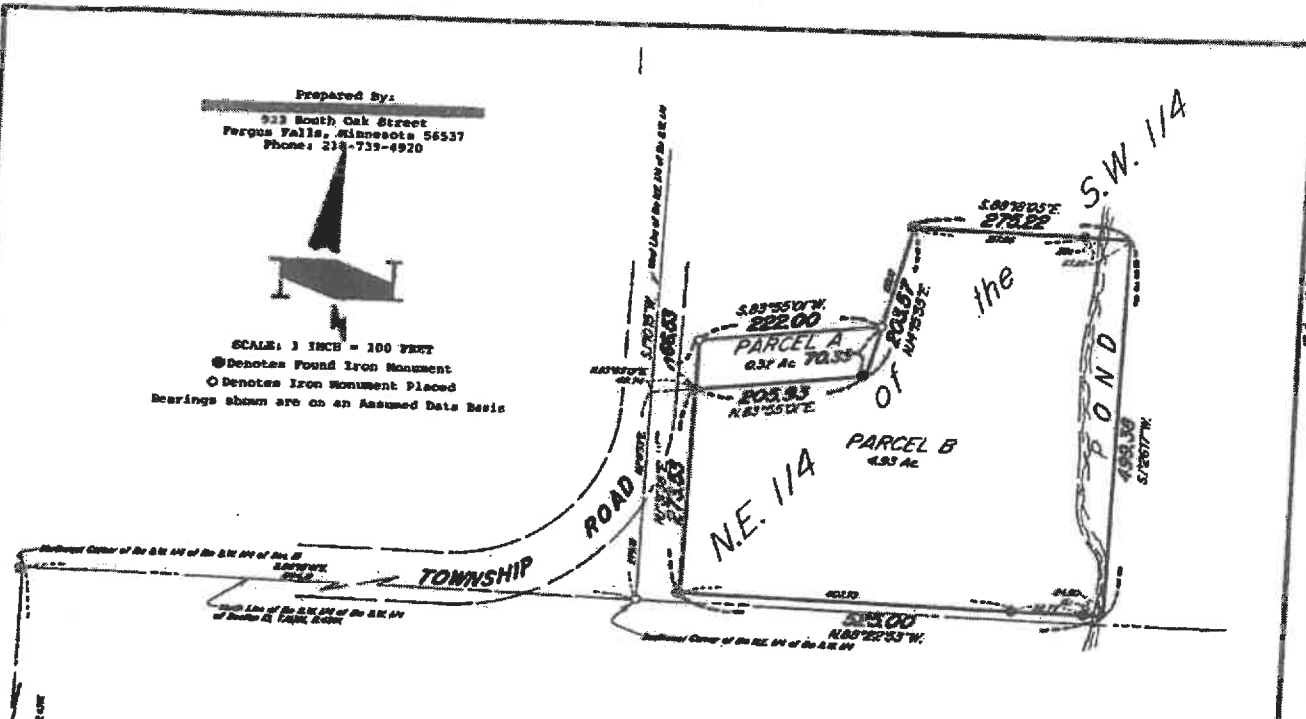
This instrument was drafted by:
NYCKLEMOE & ELLIG, P.A.
ROLF H. NYCKLEMOE
106 EAST WASHINGTON AVE
FERGUS FALLS, MN 56537
(218) 736-5673

EXHIBIT A

Prepared By:
 923 South Oak Street
 Fergus Falls, Minnesota 56537
 Phone: 218-739-4920



SCALE: 1 INCH = 100 FEET
 ● Denotes Found Iron Monument
 ○ Denotes Iron Monument Placed
 Bearings shown are on an Assumed Data Basis



LEGAL DESCRIPTIONS

Parcel A

That part of the Northeast Quarter of the Southwest Quarter of Section 13, Township 132 North, Range 43 West, Otter Tail County, Minnesota described as follows:

Commencing at the Southwest corner of said Section 13; thence North $01^{\circ}52'50''$ East (Assumed Bearing) along the West Line of said Section 13 a distance of 1322.16 feet to the Northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 13; thence South $86^{\circ}18'41''$ East a distance of 1304.39 feet to the Southwest corner of said Northeast Quarter of the Southwest Quarter; thence North $01^{\circ}41'53''$ East along the West Line of said Northeast Quarter of the Southwest Quarter a distance of 279.16 feet; thence North $83^{\circ}55'01''$ East a distance of 49.74 feet to the point of beginning; thence continuing North $83^{\circ}55'01''$ East a distance of 205.93 feet; thence North $14^{\circ}15'55''$ East a distance of 70.39 feet; thence South $83^{\circ}55'01''$ West a distance of 222.00 feet; thence South $01^{\circ}10'15''$ West a distance of 66.53 feet to the point of beginning. Containing 0.32 Acres.

Subject to any Easements or Restrictions of record.

Parcel B

That part of the Northeast Quarter of the Southwest Quarter of Section 13, Township 132 North, Range 43 West, Otter Tail County, Minnesota described as follows:

Commencing at the Southwest corner of said Section 13; thence North $01^{\circ}52'50''$ East (Assumed Bearing) along the West Line of said Section 13 a distance of 1322.16 feet to the Northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 13; thence South $86^{\circ}18'41''$ East a distance of 1304.39 feet to the Southwest corner of said Northeast Quarter of the Southwest Quarter; thence North $01^{\circ}41'53''$ East along the West Line of said Northeast Quarter of the Southwest Quarter a distance of 279.16 feet; thence North $83^{\circ}55'01''$ East a distance of 49.74 feet to the point of beginning; thence continuing North $83^{\circ}55'01''$ East a distance of 275.27 feet; thence South $01^{\circ}26'17''$ West a distance of 499.38 feet; thence North $86^{\circ}22'53''$ West a distance of 525.00 feet; thence North $01^{\circ}31'38''$ East a distance of 273.53 feet to the point of beginning. Containing 4.93 Acres.

Subject to any Easements or Restrictions of record.

Note: Parcel B is an existing parcel. The legal description for Parcel B contained herein is a corrective legal description describing the exact same parcel according to the found iron monuments on the ground. The point of commencement of the existing legal description does not fit the true position for the Southwest corner of the Northeast Quarter of the Southwest Quarter of said Section 13.

I hereby certify that this Survey, Plan or Report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

[Signature]
 Terry Lee Anderson (Minnesota Registration Number 14676)
 Dated: November 17, 1990

995605

OFFICE OF COUNTY RECORDER
 OTTER TAIL, MINNESOTA

I hereby certify that this instrument # 995605 was filed and recorded in this office on the 17th day of November, 1990 at 2:00 PM. Wanda J. Munn, County Recorder by: *[Signature]* Deputy

OTTER TAIL COUNTY 13-132-43



Council Action Recommendation

Page 1 of 2

Meeting Date:

11/15/23 Committee of the Whole

Subject:

Community Energy Transition Grant Public Input

Recommendation:

No action needed- Public input requested

Background/Key Points:

At the City Council meeting on November 6, 2023, the City Council authorized the submission of a Community Energy Transition Grant focused on work force housing. This grant program is a new one, with funding provided by the Legislature for FY 2024 and 2025. The deadline for the grant submission is November 15, 2023. City staff is actively working on the grant application and have received assistance from Otter Tail Power and other Community partners, which is appreciated and makes our application stronger.

One component of the grant is the need for a public meeting that allows for public input about the project and grant application. The grant materials state: “Successful applications will also include minutes from at least one public meeting that allowed for public input, with public discussion, of the proposed use of the Community Energy Transition Grant funds and how it relates to the community’s transition planning.”

While we have had a lot of public discussion through our Downtown River Front Masterplan process and our more recently strategic planning process on housing and workforce housing, we should have a dedicated session for the public to discuss this project.

The project the City intends to submit is for a grant related to the acquisition of property for workforce housing. The City intends to acquire an existing property that is served by City utilities, which is to be cleaned up by the current owner. The city will then partner with a developer(s) to create housing opportunities on this site. The site is large enough for multiple buildings of multi-family housing. The city has heard from several local employers that they need to add workforce and one of the biggest (if not the biggest) barriers to that is housing availability, especially in a price range that is affordable for young working families. This proposed project will not only address these workforce challenges, but this construction will add immediate tax base growth to help offset the loss of the Power Plant closure. This exact use was identified in the Downtown Riverfront Master Plan that was adopted in 2018 after extensive Community feedback and is consistent with the goals of the City Council in our adopted strategic framework.

The proceeds of the grant, if successful, would fully cover the cost of acquisition, meaning no local dollars would be involved. The City intends to enter into a Letter of Intent with this contingency.

Budgetary Impact:

N/A

Originating Department:

Administration

Respectfully Submitted:

Andrew Bremseth, City Administrator

Attachments:

None



Council Action Recommendation

Page 1 of 2

Meeting Date:

November 15, 2023 – Committee of the Whole
November 20, 2023 – City Council

Subject:

PI 5362 – Fir Avenue (C.S.A.H 1) and Friberg Avenue (MSAS No. 126) Roundabout
Improvement Project: Local Road Improvement Program (LRIP) Grant
Application

Recommendation:

1. Resolution of Support for the LRIP Grant
2. Authorization to submit LRIP Grant Application to MnDOT

Background/Key Points:

On January 17, 2023, the City entered into an agreement with Otter Tail County to pursue the construction of a roundabout at the intersection of Fir Avenue and Friberg Avenue. Finding additional funding sources for this project without impacting or delaying other planned projects remains a priority for City staff.

There is a possibility of obtaining some funds through a Local Roads Improvement Program (LRIP) Grant, administered by MnDOT, as it appears this project would be eligible for this program. The deadline for submitting a grant application is December 8, 2023. The LRIP grant would only fund some of the actual capital construction costs so other funding sources will still be required for the City's share of this project cost.

The award notification for the LRIP grants is anticipated to be in March 2024.

Budgetary Impact:

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

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

In general, the City's portion would be approximately \$730,000 plus any municipal storm, sanitary sewer, and/or watermain relocations or replacements, if needed.

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

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. – City Engineer

Attachments:

1. Local Road Improvement Program Fact Sheet

Local Road Improvement Program

Program Overview

The Local Road Improvement Program (LRIP) provides funding assistance to local agencies for constructing or reconstructing local roads. Funds for the program are appropriated based on [Minnesota Statute 174.52](#)¹. The program was created in 2002 and began with two types of funding: Trunk Highway Corridor Account and Routes of Regional Significance Account. In 2005, the Rural Road Safety Account was added to the program. The program is administered by MnDOT's State Aid for Local Transportation Division.



Trunk Highway Corridor Account

This account is used for grants to federally recognized Indian Tribes, cities, towns, and counties to assist in paying the local share of trunk highway projects that have local or tribal costs related to the trunk highway improvement and are not funded or are only partially funded with other state and federal funds.

Routes of Regional Significance Account

This account is used for grants to federally recognized Indian Tribes, cities, towns, and counties for the costs of constructing or reconstructing city streets, county highways, towns or tribal roads with statewide or regional significance that have not been fully funded through other state, federal, local or tribal funding sources.

Rural Road Safety Account

This account is used for grants to counties for constructing or reconstructing improvement projects that are intended primarily to reduce traffic crashes, fatalities, injuries, and property damage crashes on rural County State Aid Highways.

Guidance and Criteria

Guidance

Eligible local agencies include federally recognized Indian Tribes, counties, cities, and townships. Non-state aid cities (generally those with populations less than 5,000) and townships must request the sponsorship of a county to apply for and implement their project.

¹ <https://www.revisor.mn.gov/statutes/cite/174.52>

Criteria

Projects are selected through a competitive solicitation process using the following criteria along with recommendations from the Local Road Improvement Program Advisory Committee.

- The availability of other state, federal, local, tribal funds
- The regional significance of the route
- Effectiveness of the proposed project in eliminating a transportation system deficiency
- The number of persons positively impacted by the project
- Project's contribution to other local, regional, or state, economic development or redevelopment efforts
- Ability of the local unit of government to adequately provide for the safe operation and maintenance

In accordance with state statute, an Advisory Committee provides recommendations as to which projects will be funded. The committee is made up of one county commissioner, one county engineer, one city engineer, two city council members or city administrators (one each from cities with population less than and greater than 5,000), and one town board member (appointed by the Minnesota Association of Townships).

Funding Summary

Funds available for the program vary with each legislative bond appropriation. Funds shown in the table under competitive LRIP do not include engineering costs.

Year	Competitive LRIP		Earmarked LRIP	
	LRIP Funds (millions)	No. of Projects Funded	LRIP Funds (millions)	No. of Projects Funded
2014	\$54.4	3	-	-
2015	\$4.3	9	\$9.3	3
2016	\$0.0	n/a	-	-
2017*	\$25.3	45	\$90.6	11
2018*	\$35.0	53	\$75.4	16
2019	\$0.0	n/a	-	-
2020*	\$75.0	75	\$109.9	23
2021*	\$5.5	8	\$30.9	10
2022	\$0.0	n/a	-	-
2023	\$102.967		\$282.163	46

*Competitive LRIP account is still open, so number of projects funded is subject to change

For More Information

See LRIP program webpage² or contact Rashmi Brewer, State Programs Engineer at Rashmi.Brewer@state.mn.us or 651-366-3830.

² <http://www.dot.state.mn.us/stateaid/lrip.html>