



## City of Fergus Falls Committee of the Whole Agenda

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May 29, 2024

7:00 am

City Council Chambers

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A. Call to Order

B. Roll Call

C. Discussion Items

1. Prairie Wetlands Learning Center Memorandum of Understanding  
Andrew Bremseth/Neil Powers  
Requested Action: Recommendation to the council to extend the Memorandum of Understanding with the US Fish and Wildlife Service for the Prairie Wetlands Learning Center for an additional five-year term
2. Discussion on Street Closure Policy  
Klara Beck
3. West Central Initiative Update  
Rebecca Petersen and Camille Pearson Walz
4. Fergus Falls Liquor Stores and Bigwood Event Center Update  
Brandon Currie

D. Additional Agenda Items

Announcements

May 30 4-6 pm Splashpad Grand Opening

June 3 5:30 pm City Council meeting

June 12 7:00 am Committee of the Whole meeting

Adjourn



## Council Action Recommendation

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Page 1 of 2

**Meeting Date:**

5/29/24 Committee of the Whole, 6/3/24 City Council

**Subject:**

Memorandum of Understanding (MOU) between the City of Fergus Falls and USFWS for the Prairie Wetlands Learning Center

**Recommendation:**

Resolution extending the MOU for an additional five-year period

**Background/Key Points:**

The Prairie Wetlands Learning Center (PWLC) was established in Fergus Falls in 1996, by action of the Federal Government. Subsequent actions by the State and City government also made this project a reality.

The City of Fergus Falls and the USFWS entered into an agreement in 1996, which was later amended in 2008. That agreement expired at the end of 2018 and was extended by the City Council until the end of 2019, to allow a new agreement to be formed. The "new agreement" was approved in 2019 for a term of five years and is set to expire in June. It is now time to extend the MOU and both parties are proposing another five-year extension. If approved, the term of the MOU would run from July 1, 2024 to June 30, 2029.

The City owns the building and the land upon which the PWLC is located, which was necessary due to previous State Bonding. As a result, PWLC reimburses the City the annual amount necessary to cover the insurance and any other expenses related to these buildings. The current MOU states the annual amount payable to the city is \$8,500. In this extension, we are proposing to replace that dollar amount with language that says the USFWS will cover the actual annual costs, protecting the City if insurance premiums continue to increase. The City's obligations under this agreement remain unchanged.

Neil Powers, Project Leader of the Fergus Falls Wetland Management District, will be in attendance to answer any Council questions and to provide more information on the history and operation of the PWLC and the great programming offered to area students and residents.

**Budgetary Impact:**

N/A

**Originating Department:**

Administration

**Respectfully Submitted:**

Andrew Bremseth, City Administrator

**Attachments:**

Existing MOU

# MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF FERGUS FALLS

And

DEPARTMENT OF THE INTERIOR  
U. S. FISH AND WILDLIFE SERVICE

## I. Authority:

This Memorandum of Understanding (MOU) is entered into between the Department of the Interior (hereinafter referred to as the Department), U. S. Fish and Wildlife Service (hereinafter referred to as the Service) and the City of Fergus Falls, Minnesota (hereinafter referred to as City) under the authority of:

Executive Order 12996, issued March 28, 1996, authorized management actions and general public use of the National Wildlife Refuge System including, the recognition of compatible wildlife-dependent recreational activities involving hunting, fishing, wildlife observation and photography, and environmental education and interpretation as priority general public uses of the Refuge System through which the American public can develop an appreciation for fish and wildlife; provide expanded opportunities for these priority public uses within the Refuge System when they are compatible and consistent with sound principles of fish and wildlife management, and are otherwise in the public interest; ensure that such priority public uses receive enhanced attention in planning and management within the Refuge System.

Refuge Recreation Act (16 U.S.C. 460k-460k-4) -- Public Law 87-714, approved September 28, 1962, (76 Stat. 653) as amended by Public Law 89-669, approved October 14, 1966, (80 Stat. 930) and Public Law 92-534, approved October 23, 1972, (86 Stat. 1063) authorized the Secretary of the Interior to administer refuges, hatcheries and other conservation areas for recreational use, when such uses do not interfere with the area's primary purposes. The Act provided for public use fees and permits, and penalties for violation of regulations. It also authorized the acceptance of donations of funds and real and personal property to assist in carrying out its purposes. Public Law 93-205, approved December 28, 1973 (87 Stat. 902), authorized acquisition of lands and interests suitable for: 1) fish and wildlife-oriented recreation, 2) protection of natural resources, 3) conservation of endangered or threatened species, or 4) carrying out two or more of the above. Such lands were required to be adjacent to or within an existing conservation area. Acquisition was not permitted with "duck stamp" receipts for these purposes.

Fish and Wildlife Act of 1956 (16 U.S.C. 742a-742j, not including 742 d-1; 70 Stat. 1119), as amended -- The Act of August 8, 1956, as frequently amended, establishes direction to administer the Act with regard to the inherent right of every citizen and

resident to fish for pleasure, enjoyment, and betterment and to maintain and increase public opportunities for recreational use of fish and wildlife resources.

Public Law 105-242 (112 Stat. 1575), approved October 5, 1998, amended the Fish and Wildlife Act of 1956 requires the Secretary of the Interior to develop refuge education programs to provide outdoor classroom opportunities for students to promote understanding of the National Wildlife Refuge System and to improve scientific literacy in conjunction with both formal and informal education programs.

1994 Minnesota Statutes, Ch. 471 and Ch. 643, Sec. 23, Subd.28

2006 Minnesota Statutes, Ch. 258, Sec. 7, Subd 27

2018 Minnesota Statutes, Ch. 84.0875

City of Fergus Falls Ordinances

## **II. Background:**

This MOU is intended to replace and update an existing agreement established with the City of Fergus Falls in 1996 and amended in 2008. The framework and desired outcomes of this MOU are very similar to the prior documents which seek to continue a joint agreement for operating and maintaining the Prairie Wetlands Learning Center.

### Relevant Agreement History:

1. In 1989, the United States House of Representatives directed the United States Fish and Wildlife Service to explore an environmental education and interpretive facility for Fergus Falls, MN, and to investigate the feasibility of contributions from the local community.
2. In 1989, the City of Fergus Falls passed a resolution in support of the establishment of the Prairie Wetlands Learning Center (facility).
3. In 1993, the Service began environmental education programs at the future site of the Prairie Wetlands Learning Center
4. In 1994, the Minnesota Legislature allowed the state to acquire and better, or make grants to acquire and better, residential environmental learning centers and appropriated \$3,000,000 to the Commissioner of the Department of Natural Resources for the planning, design and construction of facilities at the Prairie Wetlands Learning Center.
5. As authorized by 1996 Minnesota Statute Ch. 84.0875, the Commissioner of the Department Natural Resources entered into agreement with the City of Fergus Falls to administer the planning, design and construction of residential environmental learning facilities on Service owned land subsequently transferred in title to the City. This agreement also authorized use of the facility by the Service.
6. In 1996, the Serviced entered into partnership with the City of Fergus Falls via a Memorandum of Agreement for a period of 20 years. During that timeframe modifications to the original agreement have been added to address changes,

updates and additions. The Service agreed to operate, manage and maintain the environmental learning facilities known as the Prairie Wetlands Learning Center, as an administrative unit of the United States Fish and Wildlife Service, Fergus Falls Wetland Management District.

7. In 2006, the Minnesota State Legislature authorized an additional \$2,000,000 to the Commissioner of the Department of Natural Resources through General Obligation Bonding Legislation (2006 Minnesota Statutes, Ch. 258, Section 7. Subd. 27), for an expansion to the facility identified as the Education Wing.

### **III. Purpose**

The purpose of the MOU is to enter into a joint partnership for the purposes of operating and maintaining the residential environmental learning center facilities at the Prairie Wetlands Learning Center. A primary goal of this agreement is for the Service and City to cooperatively provide environmental education that enhances appreciation and understanding of our Nation's natural resources including, fish and wildlife conservation. Furthermore, this agreement will support the Service in meeting its mission by making environmental education available to students of all ages and the public, while also emphasizing outdoor recreation opportunities.

### **IV. Scope of Effort:**

For a period as hereinafter set forth, the Service and City shall cooperate as necessary for the performance of work as set forth below:

#### **A. General:**

- i. The Prairie Wetlands Learning Center shall be operated and maintained as an administrative unit of the U.S. Fish and Wildlife Service and managed as part of the National Wildlife Refuge System.
- ii. The City owns in fee-title lands upon which the Prairie Wetlands Learning Center is located.
- iii. The Service and City agree that any public or private donations to the Prairie Wetlands Learning Center shall be retained by the Service and used to support ongoing environmental education programming.
- iv. Both parties agree that administrative fees and insurance premiums associated with this agreement (\$8,500 annually due December 31) shall be reimbursed by Lakes Country Service Cooperative (LCSC) via subsequent agreements between the Service and Independent School District 544.

**B. The Service shall:**

- i. Upon request, the Service shall provide financial statements associated with the operations of the Prairie Wetlands Learning Center. An annual report detailing visitation and programming will be provided.

**C. The City shall:**

- i. The City agrees to permit the Service to utilize the facility for purposes specified in Section III and to carry out public programming in support of its mission.
- ii. The City shall have the right to insure the improvements on the premises subject to this agreement in an amount sufficient to cover the buildings, including additions or improvements made by either party. Insurance policies shall name both the City and the Service as insured based on proportion of their interest in the building or its contents.
- iii. The City shall comply with Minnesota State General Obligation (G.O.) Bonding Compliance Legislation and applicable Commissioner's Orders including, provisions contained in such statute and order and the preservation of tax exempt status relative to "state bond financed property."
- iv. The City shall take necessary steps to exempt the City's interest and if applicable, the PWLC facility from G.O. Bonding Compliance Legislation and/or the Commissioner's Order, in the event that the G.O. Bonding Compliance Legislation or the Commissioner's Order is amended in a manner which reduces any requirement imposed on the City or the City's interest in the PWLC facility.

**V. Period of Performance**

The period of performance of the Memorandum of Understanding is from the last date of signature by all parties, through a scheduled completion date of June 30th, 2024, at which time it will be subject to review, renewal or expiration.

**VI. Project Officers**

- A. City of Fergus Falls  
Andrew Bremseth  
City Administrator  
City Hall  
112 W. Washington Ave.  
Fergus Falls, MN 56537  
[andrew.bremseth@ci.fergus-falls.mn.us](mailto:andrew.bremseth@ci.fergus-falls.mn.us)  
218/332-5403

B. U.S. Fish and Wildlife Service  
Neil Powers  
Project Leader  
Fergus Falls Wetland Management District  
18965 County Highway 82  
Fergus Falls, MN 56537  
[neil\\_powers@fws.gov](mailto:neil_powers@fws.gov)  
218/736-0627

**VII. Modification of Agreement:**

This MOU constitutes the full, complete, and entire agreement between the parties hereto. No modification or amendment of this MOU shall be binding on either party unless such modification or amendment shall be in writing executed in duplicate by both parties hereto, attached to this MOU, and incorporated in and by reference made a part of this MOU.

The Project Officers specified herein shall be responsible for their Agency's compliance with the terms of this agreement. As representative of their Agency, they have the authority to approve changes within the scope of this agreement, which will not alter the stated objectives and will not obligate any funds.

**VIII. Termination of Agreement:**

Any party to this MOU may withdraw with a 60-day written notice. Such withdrawal shall be effective 60-days from the date such written notice is provided to the other party or parties to the agreement. However, the City agrees to not terminate this agreement for default of responsibility to this agreement by the Service, that is due to shutdown of the federal government and/or Service.

**IX. Terms and Conditions:**

1. All matters relating to this agreement shall be controlled by and determined in accordance with the laws of the United States and the State of Minnesota.
2. This MOU in no way restricts the Parties from working together or participating in similar activities with other public or private agencies, organizations and individuals.
3. Any public notices issued by any of the parties with respect to this MOU or any related activities shall be subject to review and approval, in advance, by all parties to this agreement.
4. During the performance of this MOU the participants agree to abide by the terms of Executive Order 11246 and the laws of the State of Minnesota pertaining to nondiscrimination and will not discriminate against any person because of race, age, color, religion, gender, national origin or disability.



5. No member of, or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise from, but these provisions shall not be construed to extend to this agreement if made with a corporation for its general benefits.
6. All parties will ensure that its employees have the proper training and certification required to conduct activities under this MOU.
7. This MOU is neither a fiscal nor a funds obligation document. Nothing in this agreement may be construed to obligate the Service to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Any endeavor involving reimbursement or contribution of funds between the Parties to this MOU will be handled in accordance to applicable regulations, and procedures including those for federal government procurement and printing. Such endeavor will be outlined in separate agreements that shall be made in writing by representatives of the Parties and shall be independently authorized in accordance with appropriate statutory authority. This MOU does not provide such authority.
8. It is agreed by the parties hereto that, in the performance of this MOU, employees or agents of each respective party are not to be considered employees of the other party or parties.
9. The parties agree that it is their intent the City not incur any financial burden or costs relating to the operation, maintenance or management of the PWLC facility, and that the Service is fully responsible for those costs.
10. The parties acknowledge and agree that construction of the PWLC facility was funded through Minnesota General Obligation Bonding Legislation (1994 Minnesota Statute 16A.695) and subject to the State Finance Commissioner's Order dated July 14, 1994, pertaining to the "Use and Sale of State Bond Financed Property" including provisions contained in current statute, apply to the ongoing use and administration of the Prairie Wetlands Learning Center and this agreement. The parties further acknowledge and agree that expansion of the PWLC facility was funded through Minnesota General Obligation Bonding Legislation (2006 Minnesota Statutes, Ch. 258, Section 7. Subd. 27).
11. The parties agree that during the term of this or future agreements, the City may not sell the demised premise and their improvements unless the City determines by official action, that it is no longer usable or needed as the Prairie Wetlands Learning Center. The sale must conform to current law and be for fair market value, with written consent of the State Finance Commissioner and the agreement of the Service. Further, the City grants unto the Service an option to purchase the premises and the improvements which are subject to this agreement at any time during the existence of this agreement or future agreements, for a consideration equal to Fair Market

Value.

12. Nothing in this agreement may be interpreted to imply that the United States, the Department of the Interior, or the U.S. Fish and Wildlife Service endorses any product, service or policy of the City. The City will not take any action or make any statement that suggests or implies such an endorsement.
13. The agencies may not assign any of their rights or obligations under this agreement without the prior written consent of the other parties.
14. The participation of each party to this agreement in activities conducted pursuant to this MOU is not intended to place either party or its representatives in a position of incurring tort liability arising from an action of the other party. Each party is responsible for any injury or property damage to third parties caused by negligence of its own employees acting within the scope of their employment/official duty subject to such limitation as may be prescribed by applicable laws. Specifically, tort liability arising from negligent or wrongful acts or omissions of Service employees acting within the scope of employment shall be adjudicated pursuant to the Federal Tort Claims Act, 28 U.S.C. Section 2671 *et seq.*, the Federal Employees Compensation Act, U.S.C. Section 8101 *et seq.*, or such other Federal legal authority as may be pertinent. Likewise, tort liability arising from negligent or wrongful acts or omissions of City employees while acting within the scope of official duty shall be governed by the provisions of the laws of the state of Minnesota.
15. The Parties agree to implement the provisions of this MOU to the extent personnel are available and budgets allow. In addition, nothing in the MOU is intended to supersede any laws, regulations or directives by which the Parties must legally abide.
16. The parties agree that the garage constructed by the USFWS in 2003, east of the "Day Building" at the Prairie Wetlands Learning Center, shall remain the property of the USFWS in the event this or future agreements are terminated or cease to exist. The garage is located on City of Fergus Falls property. The location and construction was approved by the City of Fergus Falls.
17. Use of the Department of Interior's seal or U.S. Fish and Wildlife Service's logo(s), must be approved by the Director, Interior Business Center for the seal (see Departmental Manual 310 DM 4.1), and the Regional Office Division of External Affairs for the Service logo (see 041 FW 2 available at <http://www.fws.gov/policy/041fw2.html> for approval procedures).
18. Intellectual property (such as written works, software, inventions) that are jointly created and/or used as a result of the MOU, shall remain the joint property of the parties to own or use throughout the term of the MOU.
19. The Freedom of Information Act requires that the Service release any

documents requested by an outside party, unless they are covered by one of the FOIA exemptions. Protection of City information shall be incorporated to the extent permitted by federal laws and regulations.

20. Resolution of disputes shall be addressed through negotiated agreement between the Project Officers identified in the MOU.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by an authorized official on the date and year set forth below their signature.

U.S. DEPARTMENT OF THE INTERIOR  
U. S. FISH AND WILDLIFE SERVICE

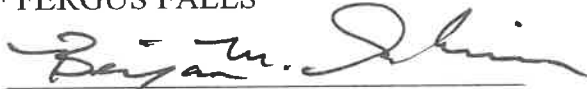
BY:   
Signature

NAME: Neil Powers

TITLE: Project Leader

DATE: 6/13/19

THE CITY OF FERGUS FALLS

BY:   
Signature

NAME: Benjamin Schierer

TITLE: Mayor

DATE: June 7, 2019

THE CITY OF FERGUS FALLS

BY:   
Signature

NAME: Andrew Bremseth

TITLE: City Administrator

DATE: 6-6-19





# City Council Memo

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Page 1 of 1

**Meeting Date:**

May 20- City Council

**Subject:**

Policies for full or partial street closures, sidewalk sales, and outdoor seating areas.

**Recommendation:**

Approve and enact new policies related to full or partial street closures, sidewalk sales, and outdoor seating areas.

**Background/Key Points:**

The policies first reviewed at Committee of the Whole on Wednesday, May 15 have been updated following council's discussion and further discussion by staff.

**Street Closures:**

- Included the words "full or partial" to describe street closures
- Only the downtown area is governed by this policy; neighborhood block parties or similar are encouraged.
- Applications due 10 days prior to event rather than 60.
- Got rid of fees to encourage community building events (rental fees for things like barricades or picnic tables are still in place unless an event is designated a "community celebration").

**Sidewalk Sales:**

- Updated to include a section related to outdoor seating areas for food & drink establishments that share a common boundary line with a public sidewalk. No permit or fee is required. Umbrellas are allowed.

**Budgetary Impact:**

N/A

**Originating Department:**

Community Development

**Respectfully Submitted:**

Klara Beck

Community Development Director

## **City of Fergus Falls Street Closure Policy**

The City of Fergus Falls has established the following parameters for obtaining a street closure permit for events requesting the full or partial closure of a public street in the area bounded by Cavour Avenue on the north; Whitford and Friberg Avenues on the east; Washington Avenue on the south; and Vine Street on the west.

### **Permit Required**

A permit is required to close, either fully or partially, any public street in the downtown area bounded by Cavour Avenue on the north; Whitford and Friberg Avenues on the east; Washington Avenue on the south; and Vine Street on the west.

### **Fees**

- No fee is required for permitted street closures.
- Special event rental fees for city services, picnic tables, barricades, etc are applicable to street closures (see attachment).
- Street closures requested by public corporations (city, town, county, or school district) or in conjunction with events designated as a “community celebration” are exempt from special event rental fees.

### **Permit Application**

- Must be signed and completed by a business impacted by, and responsible for, the street closure.
- Must be accompanied by signatures from a minimum of 75% of the impacted properties indicating their support of the closure.
- Applications must be submitted at least 10 days before the event date. Late applications will not be accepted.

### **Street Closures**

- Streets must be accessible to emergency vehicles at all times.
- Street closures are permitted only during the hours from sunrise to sunset.
- No portion of a street shall be closed that results in a remaining portion of the same street from having a convenient and adequate turnaround for the travelling public without encroaching on private property.

### **Liability/ Responsibility**

- The City assumes no responsibility or liability for the street closure or the activities of the event.
- The applicant agrees to comply with all local ordinances and cooperate with local law enforcement officials as requested.
- The applicant agrees to clean up any refuse from event.
- The city will coordinate the Police and Public Works Departments to ensure appropriate resources are allocated for traffic control, emergency response, and street cleaning.
- Depending on the nature of the event, applicants may be required to provide security personnel and/ or additional waste management resources.

- The applicant agrees to accept responsibility for the timely return of any materials obtained from the city and the fee of replacing any missing, damaged, or destroyed materials.