



City of Fergus Falls Committee of the Whole Agenda

February 2, 2022

7:00 am

City Council Chambers

A. Call to Order

B. Roll Call

C. Discussion Items

1. Airport Manager Update
Stacy Stock and Sander Habrakken
2. Franchise Fees
Bill Sonmor, Andrew Bremseth
Requested Action: Recommendation to the council to direct the City Attorney to draft ordinances updating the franchise agreements and implementing franchise fees
3. Community Arena Chiller
Bill Sonmor
Requested Action: Recommendation to the council approving a purchase agreement with ISD 544 for the existing chiller system at the community arena
4. RTC Phase III Preservation Project
Brian Yavarow
Requested Action: Recommendation to the council to initiate PI 9508, the RTC Phase III Preservation Project and accept Stantec's professional services agreement for the RTC Phase III project in the amount of \$206,800 (base bid and 5 alternates)
5. Second Addition to Pebble Hills Estates
Brian Yavarow
Requested Action: Recommendation to the council to accept the Second Addition to Pebble Hills Estates 100% petition, initiate Public Improvement No. 8231 and Order the Preliminary Engineering Report (PER) for P.I. No. 8231
6. Zoning Ordinance Update – Hotels, Motels, Apartment Hotels Definitions
Karin Flom
7. Bicycle and Pedestrian Master Plan Update
Karin Flom

D. Additional Agenda Items

E. Announcements

February 7	5:30 pm	City Council meeting
February 16	7:00 am	Committee of the Whole meeting
February 21	President's Day Holiday. Most city offices and facilities closed	
February 22	5:30 pm	City Council meeting

Adjourn



Council Action Recommendation

Page 1 of 1

Meeting Date: February 2, 2022

Subject: Franchise Fee Ordinances

Recommendation: Direct City Attorney to draft ordinances updating the franchise agreements with Otter Tail Power, Great Plains, and Lake Region Electric Cooperative and ordinances implementing franchise fees for street lighting and street maintenance projects.

Background/Key Points: Street lighting and infrastructure are core needs and services provided by cities. The street maintenance and reconstruction needs usually exceed available resources.

Per State statute, cities are allowed to impose franchise fees on utility companies that use public right-of-ways. The franchise fees are passed on to the consumer and would be collected by the utility companies and forwarded to the City of Fergus Falls. The funds received by the City would be dedicated to fund street lighting and street maintenance projects. City staff recommends a franchise fee of 5% on each utility customer's bill.

Timeline:

- February 7, 2022 – Direct City Attorney to draft franchise agreement & fee ordinances
- February 22, 2022 – First reading of franchise agreement & fee ordinances
- March 7, 2022 – Second reading of franchise agreement & fee ordinances
- March 12, 2022 – Summary publication of ordinances
- March 27, 2022 – Ordinances become effective
- April – June 2022 – Utility companies obtain franchise fee approval from the Public Utility Commission
- July 1, 2022 – Franchise fee implementation date

Budgetary Impact:

The annual collection of franchise fees of 5% is estimated to be \$984,000. The fees will be used to fund the Phase 3 street lighting replacement, estimated at \$216,000 per year. The remaining collection of \$768,000 will be used for street maintenance projects (with the elimination of special assessments to residents for street reconstruction projects).

Originating Department: Administration and Finance

Respectfully Submitted: Andrew Bremseth, City Administrator & Bill Sonmor, Finance Director

Attachments:

None



Update on Franchise Fees

City of Fergus Falls

Franchise Fees Refresher

- Per statute, the City can impose franchise fees on utility companies that use our public right-of-ways to deliver services
- These franchise fees would then be collected by the utility companies from their customers and paid to the City not less than quarterly
- Utility companies within the City include:
 - ✓ Otter Tail Power Company
 - ✓ Great Plains Natural Gas
 - ✓ Lake Region Electric Cooperative
- City Staff is recommending a 5% franchise fee on each utility customer's consumption total to be used to fund street lighting and street maintenance projects
- City Staff is also recommending that franchise fee revenue be used to replace special assessments on street reconstruction projects going forward

Estimated Impact of 5% Franchise Fee Consumers

Annual Impact	5% Fee
Residential	\$50
Small Commercial	\$170
Large General Service	\$2,900

Note: Estimates were provided by Otter Tail Power Company based on average electric bills. Impact will vary based on individual usage and whether the customer utilizes electric, gas or both.

Next Steps from 12/20/2021

- Obtain approval from Council to move forward with a franchise fee analysis – **done at 12/20/2021 meeting**
- Validate estimated franchise fee revenues with service providers:
 - ✓ Otter Tail Power
 - ✓ Great Plains Natural Gas
 - ✓ Lake Region Electric Cooperative
- Determine the impact of franchise fees on the assessment process and street project financing overall
- Develop a detailed timeline for the implementation of franchise fees
- Present findings to City Council and direct City Attorney to draft ordinances

Estimated Franchise Fee Revenues

Annual Impact	5% Fee
Franchise Fee Revenue	\$984,000
Projects	
Street Lighting	\$216,000
Street Maintenance	\$768,000
Total	\$984,000

Impact of Franchise Fees on Street Project Financing

	Current	Option 1	Option 2
Annual Franchise Fee Revenue	\$ 768,000	\$ 768,000	\$ 768,000
Average Reconstruction Project Cost	\$ 650,000	\$ 650,000	\$ 650,000
Funding Sources:			
Special Assessments	\$ 260,000		
Franchise Fee Revenue		\$ 260,000	\$ 650,000
City Share Tax Levy/MSA	\$ 390,000	\$ 390,000	\$ -
Total Funding	\$ 650,000	\$ 650,000	\$ 650,000
Revenue Remaining for Additional Projects	\$ 768,000	\$ 508,000	\$ 118,000

Current: Special assessments, City Share Tax Levy and MSA fund reconstruction projects

Option 1: Franchise Fee Revenue replaces Special Assessments on reconstruction projects

Option 2: Franchise Fee Revenue replaces Special Assessments and City Share Tax Levy on reconstruction projects

2022 Franchise Fee Timeline

- February 7 – Direct City Attorney to draft franchise fee ordinances
- February 22 – First reading of franchise fee ordinances
- March 7 – Second reading of franchise fee ordinances
- March 12 – Summary publication of ordinances
- March 27 – Ordinances become effective
- April - June – Utility companies obtain franchise fee approval from Public Utility Commission
- July 1 – Franchise fee implementation date

Required Ordinances

- Six new ordinances will need to be drafted and approved to implement franchise fees:
 - ✓ Three ordinances to update franchise agreements with Otter Tail Power, Great Plains Natural Gas and Lake Region Electric Cooperative
 - ✓ Three new ordinances to implement franchise fees for street lighting and maintenance projects through Otter Tail Power, Great Plains Natural Gas and Lake Region Electric Cooperative

Council Action Recommendation

Page 1 of 2

Meeting Date: February 2, 2022

Subject: Community Arena Chiller

Recommendation: Approve letter of intent and drafting of a purchase agreement for the Roosevelt Chiller System from the Fergus Falls Public Schools (School).

Background/Key Points: During the summer of 2021, the School attempted to provide ice generation to the Community Arena as well as provide cooling to the school buildings. The ice generation was only made possible by reducing the cooling of school buildings, which is not a sustainable solution. The existing Roosevelt Chiller System does not have the capacity to provide cooling of school buildings and ice generation for the Community Arena during the summer months.

The School plans to purchase and install a new chiller system to provide cooling capacity to their buildings. The new system will not include a connection to the Community Arena. The existing Roosevelt Chiller System would then be available for purchase by the City to serve the Community arena. The chiller would have the capacity to generate ice for the regular season (October – December & January – March) as well as extended seasons or throughout all months of the year. Please note, the City will need this chiller to provide ice to the Community Arena.

Minnesota Statutes provide the City with the authority to purchase the chiller system directly from the School.

The School is currently providing for maintenance/reconditioning of compressors and related equipment, which will enable the system to be in good working order upon sale. The system is expected to have a remaining useful life of 25 - 30 years. With proper maintenance, the system should last much longer.

Future operation and maintenance of the chiller system will be the sole responsibility of the City. The operating cost of the arena will likely increase due to the staff required to operate and maintain systems and programs. The total costs of the arena will be allocated among the user groups according to existing user agreements. If extended seasons are provided, the users requesting those seasons will pay the entire cost.

Budgetary Impact:

The School has offered to sell the existing chiller system to the City of Fergus Falls for a price of \$575,000. The City currently has \$1.1 million within the Community Arena Fund and would be able to pay cash for the chiller at closing. This fund is comprised of the balance remaining from constructing the arena. You will recall, the local sales tax and restricted donations paid for the bonds, which financed the arena and the balance remaining is from unexpended restricted donations.

Originating Departments: Administration, Finance, & Public Works

Respectfully Submitted: Andrew Bremseth, City Administrator, Bill Sonmor, Finance Director, and Len Taylor, Public Works Director

Attachments: Fergus Falls Public Schools Letter of Intent



01/27/2022

City of Fergus Falls
112 W Washington Ave
Fergus Falls, MN 56537

RE: Letter of Intent

City of Fergus Falls,

This letter of intent (the "Letter") outlines the general terms and conditions for the sale of the Roosevelt Chiller System. Subject to the preparation and execution of a final, definitive purchase agreement, approval by any state and/or governmental entities/agencies, and related final, definitive ancillary agreements satisfactory in form and substance to counsel for the City of Fergus Falls (the "City") and the Fergus Falls Public Schools (the "School"), the terms of the transaction are understood to be substantially as follows:

1. Structure of the Transaction. The City shall purchase from the School the Roosevelt Chiller System on an "as is," "where is," and "with all faults" basis. The School makes no representations, express or implied regarding the Roosevelt Chiller System.
 - a. The School and the City shall be equally responsible for the costs and expenses related to the separation of the Roosevelt Chiller System and piping.
 - b. Transfer of ownership of the Roosevelt Chiller System will take place at the restart of the modified chiller system.
 - c. Any costs and/or expenses to enhance the Roosevelt Chiller System and piping will be the sole responsibility of the City.
 - d. From and after the transfer of ownership, the City shall be responsible for any and all operational and maintenance costs of the Roosevelt Chiller System.
 - e. From and after the transfer of ownership, the City shall name the School as an additional insured on its commercial/general liability policy.
 - i. The insurance policy must contain a waiver of subrogation clause.
2. Purchase Price. The purchase price for the Roosevelt Chiller System is \$575,000 is to be paid in cash at closing.
3. Ancillary Agreements. In addition to the purchase agreement, subject to the School's continued due diligence, Seller expects to enter into the following agreements in connection with the closing:
 - a. Easement/License with regard to the City's use and maintenance of the Roosevelt Chiller.
4. Definitive Agreements. After execution of this Letter, the City and the School shall negotiate in good faith to finalize and execute a purchase agreement. The purchase agreement will contain certain

covenants, representations, warranties, and indemnification obligations as are customary in a transaction of this nature and such other matters as are reasonably negotiated between the parties.

5. Conditions. The consummation of the transaction contemplated by this Letter will be contingent upon the occurrence prior to or at the closing of each of the following: (a) completion by the School and its representatives of a legal and business due diligence; (b) preparation of the definitive agreements described above in form and substance reasonably acceptable to the School; (c) the receipt of all necessary or appropriate governmental approvals, licenses, and permits.
6. Fees and Expenses. Whether or not the transaction is consummated, each of the parties shall pay all fees and expenses incurred by them, including the fees of their respective attorneys and any others engaged with regard to the transaction.
7. Termination. This Letter may be terminated: (a) by the mutual written consent of the School and the City; (b) by either the School or the City if the purchase agreement has not been executed by June 30, 2022; (c) upon execution of the purchase agreement; or (d) the School not receiving approval it deems necessary and/or appropriate from any state and/or governmental approvals.
8. Miscellaneous. This Letter will be governed by and construed in accordance with the internal laws of the State of Minnesota. This Letter may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. Signatures delivered by facsimile, electronic mail, or in PDF format shall be acceptable. This Letter may not be amended without the prior written consent of the School and the City. No waiver by any party hereto of any right will be effective unless executed by such party in writing and delivered to the other party hereto.
 - a. The School realizes that there are numerous aspects to this transaction that require additional definition and the School explicitly state herein that no binding commitments will exist until the parties execute and deliver the definitive agreements as contemplated herein. However, this Letter evidences our mutual and respective understanding to proceed promptly and with the preparation of such agreements.

All proposed details are subject to a change pending signed definitive agreements between the School and the City and approvals by the School Board and the City Council.

Blake Stoltman
Finance Director

Accepted and agreed as of February ____, 2022

City of Fergus Falls

By _____
Its



Council Action Recommendation

Page 1 of 1

Meeting Date:

February 2, 2022 – Committee of the Whole
February 7, 2022 – City Council

Subject:

Regional Treatment Center - Phase 3 Preservation Project

Recommendation:

- Initiate Public Improvement No. 9508 – RTC Phase 3 Preservation Project
- Accept Stantec's professional services agreement for Phase 3 Design in the amount of \$151,800.00 (Base Bid w/ Alternate No. 4 & 5)

Background/Key Points:

Pursuant to recent Council action in regards to the RTC Phase 3 work scope, Stantec is proposing the following design fees for the RTC Phase 3 project:

Base Bid Work Scope: \$130,800.00
Alternate No.'s 4 & 5 Work Scope: \$21,000.00(*)
Total Design Fee: \$151,800.00

Similar to past RTC campus projects, Stantec will submit plans to SHPO at the 30-60-90% intervals. Stantec's proposal does not include any fees for Mold Abatement at this time other than solicitation for Request for Proposal. If acceptable, Stantec and staff will also need to consult DEED in regards to grant eligibility of the associated work items.

(*) Includes prorated estimated reimbursable expenses

Budgetary Impact:

The City was awarded \$3,500,000 for Phase 2 & 3. The project expenditures to date for the Phase 2 Demolition (P.I. 9506) is \$2,447,035.65. A portion of the Phase 2 expenditures was funded with the initial Phase 1 grant balance of \$661,931.40. The remaining Phase 2 expenditures of \$1,785,104.25 will come from the Phase 2 grant. The unexpended Phase 2 grant at **\$1,714,895.75** has not be allocated to date. Stantec's professional services fees are reimbursable expenses.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. – City Engineer

Attachments:

Proposal - Stantec



Stantec Architecture Inc.
733 Marquette Avenue, Suite 1000, Minneapolis, MN 55402

January 27, 2022

Mr. Brian Yavarow

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

Reference: Fergus Falls Regional Treatment Center (RTC) Phase 3 Mothballing Proposal

Dear Brian,

Thank you for the opportunity to submit this proposal to provide professional architectural and engineering design and construction phase services for the Fergus Falls RTC Phase 3 Mothballing Project.

We are in receipt of the Master Plan and Reuse Feasibility Report dated July 31, 2021, as prepared by Collaborative Design. This report lists several potential reuse scenarios for the remaining campus buildings.

We understand this project will include additional work to stabilize the exteriors of the buildings and provide interior ventilation to improve the indoor air quality. The buildings included in this project under the base bid are:

- Building 1 – Administration Building – 24,760 SF (4+ stories)
 1. Perform mold survey and mold remediation
 2. Seal doors from Building 1 to the adjacent campus buildings
 3. Remove all temporary wood framing at main stair to allow full access to all floors
 4. Repair/replace exterior aluminum and wood windows
 5. Re-install grounding finial on tower roof
 6. Extend downspouts away from building
 7. Remove invasive vegetation at building foundation
 8. Clean center tower floors
 9. Remove and store all interior doors
 10. Install temporary mechanical ventilation system with exterior wall intake and exhaust louvers in existing window openings where approved by SHPO
 11. Upgrade electrical service from current 200A service as necessary to provide power for new mechanical ventilation system
- Building 22 – East Center Wing – 59,085 SF (4 stories)
 1. Excavate and repair ground floor windows; cover with ground-contact rated plywood; restore grade and sod
 2. Repair/replace damaged exterior windows
 3. Remove invasive vegetation at building foundation
 4. Repair/replace damaged downspouts with extensions away from building
- Building 23 – East Detached Wing – 63,565 SF (4 stories)
 1. Excavate and repair ground floor windows; cover with ground-contact rated plywood; restore grade and sod
 2. Repair/replace damaged exterior windows
 3. Remove invasive vegetation at building foundation

Reference: Fergus Falls Regional Treatment Center (RTC) Phase 3 Mothballing Proposal

4. Repair/replace damaged downspouts with extensions away from building
 5. Replace damaged asphalt roof shingles and underlayment
- Building 24 – Northeast Wing – 57,264 SF (4 stories)
 1. Excavate and repair ground floor windows; cover with ground-contact rated plywood; restore grade and sod
 2. Remove invasive vegetation at building foundation
 3. Repair/replace damaged downspouts with extensions away from building
 - Building 26 – West Center Wing – 52,818 SF (3+ stories)
 1. Excavate and repair ground floor windows; cover with ground-contact rated plywood; restore grade and sod
 2. Repair/replace damaged exterior windows
 3. Remove invasive vegetation at building foundation
 4. Repair/replace damaged downspouts with extensions away from building
 - Building 27 – West Detached Wing – 59,920 SF (4 stories)
 1. Excavate and repair ground floor windows; cover with ground-contact rated plywood; restore grade and sod
 2. Repair/replace damaged exterior windows
 3. Remove invasive vegetation at building foundation
 4. Install new EDPM roofing membrane system
 5. Replace damaged asphalt roof shingles and underlayment
 6. Repair/replace damaged downspouts with extensions away from building
 - Building 28 – Southwest Wing – 52,263 SF (3+ stories)
 1. Excavate and repair ground floor windows; cover with ground-contact rated plywood; restore grade and sod
 2. Repair/replace damaged exterior windows
 3. Remove invasive vegetation at building foundation
 4. Repair/replace damaged downspouts with extensions away from building
 - Building 29 – Memorial Building – 5,904 SF (2 stories)
 1. Excavate and repair ground floor windows; cover with ground-contact rated plywood; restore grade and sod
 2. Repair/replace damaged exterior windows
 3. Remove invasive vegetation at building foundation
 4. Repair/replace damaged downspouts with extensions away from building
 5. Install new asphalt roof shingles

NOTE:

Stantec's fee for Building 29 is currently included in Base Bid design services cost however, the final bid documents will sequence Building 29 as an additional Alternate w/ Alt. No. 4 & 5 within the final proposal.



January 27, 2022
Mr. Brian Yavarow
Page 3 of 6

Reference: Fergus Falls Regional Treatment Center (RTC) Phase 3 Mothballing Proposal

Mold Survey and Abatement

We will prepare an RFP requesting schedule and fee for this work in Building 1 and send it to the following companies:

Legend Technical Services, Inc.

IHSC

Titan Environmental

The cost for the mold survey and mold remediation is not included in this proposal. The proposals from the three firms listed above will be submitted to the City for review and approval.

Alternates Work Scope

- ~~Building 23 – East Detached Wing – 63,565 SF (4 stories)~~
 1. ~~Replace all roof shingles and underlayment with new asphalt roof shingles and underlayment as approved by SHPO~~
- ~~Building 27 – West Detached Wing – 59,920 SF (4 stories)~~
 2. ~~Replace all roof shingles and underlayment with new asphalt roof shingles and underlayment as approved by SHPO~~
 3. ~~Repair/replace damaged face brick and stone at west and east walls~~
- Buildings 1, 22, 23, 24, 26, 27, 28, and 29
 4. Interior security system with motion detectors at 28 exterior doors.
 - a. Electrical scope of work will include motion detection at all exterior doors entering the buildings.
 - b. Stantec will work with and coordinate with a security vendor James Anderson with Core4 Technologies to coordinate design and select product requirements for the intrusion detection system.
 - c. It is assumed that the intrusion detection system will include battery powered and wireless devices because power and data is not readily available in the buildings.
 - d. During the site visit as part of the General Electrical Scope, Stantec will coordinate with the Security vendor James Anderson with Core4 Technologies and have them attend the site visit to discuss the intrusion detection system options.
 5. Exterior security cameras (15) mounted on street light poles and north side of Building 1 to monitor the “inside face” of Buildings 1, 22, 23, 24, 26, 27, 28, and 29
 - a. Electrical Scope of work will include CCTV cameras located on existing street lighting poles located around the perimeter of the buildings.
 - b. Stantec will work with and coordinate with a CCTV vendor to coordinate design and select product requirements for the CCTV system.
 - c. It is assumed that the CCTV system will include wireless CCTV cameras because data is not readily available at the site.
 - d. If a wired CCTV camera system is required, a whole new conduit system with handholes next to each lighting unit would be required. This could be included for

Reference: Fergus Falls Regional Treatment Center (RTC) Phase 3 Mothballing Proposal

- additional services. (It may be physically impossible to pull additional wiring in with existing conduits)
- e. The new wiring will include an additional 3 wires to feed constant power to the lighting units to provide non-switched power to the CCTV cameras. (It may be physically impossible to pull additional wiring in with existing conduits)
 - f. Stantec has made the assumption that the existing conduit is large enough to accommodate the extra wires required to power the cameras.
 - g. During the site visit as part of to the General Electrical Scope, Stantec will coordinate with the CCTV vendor James Anderson with Core4 Technologies and Mike Moonen with Hanwha Techwin and have them attend the site visit to discuss the CCTV system.

~~Building 23 Alternate No. 1 design and bidding services will be performed for a lump sum fee of \$9,000.00.~~

~~Building 27 Alternate No. 2 design and bidding services will be performed for a lump sum fee of \$9,000.00.~~

~~Building 27 Alternate No. 3 design and bidding services will be performed for a lump sum fee of \$36,000.00.~~

Buildings 1, 22, 23, 24, 26, 27, 28, and 29 Alternate No. 4 design and bidding services will be performed for a lump sum fee of \$10,000.00.

Buildings 1, 22, 23, 24, 26, 27, 28, and 29 Alternate No. 5 design and bidding services will be performed for a lump sum fee of \$10,500.00

Reimbursable expenses for these alternates will include mileage and printing/reproduction costs and are estimated to be no more than ~~\$1,500.00~~ **\$500.00**

Design and Bidding Phases

1. Schedule and facilitate a project kick-off meeting with City staff to verify project work scope and project schedule.
2. Site visit(s) to field verify existing conditions at Buildings 1 through 29 as included in the base bid and alternates work defined above.
3. Prepare preliminary opinion of probable construction costs.
4. Submit mothballing/construction documents to the City and SHPO for review and comment at 30%, 60%, and 90% complete. We will incorporate all comments received from the City and SHPO into the documents.
5. Print drawings and specifications (bidding documents) – provide PDF copy of each.
6. Advertise project per bidding requirements.
7. Contact potential bidders to alert them to this project.



January 27, 2022
Mr. Brian Yavarow
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Reference: Fergus Falls Regional Treatment Center (RTC) Phase 3 Mothballing Proposal

8. Upload bidding documents to QuestCDN.
9. Maintain bidders list.
10. Respond to bidders' questions.
11. Issue addenda to bidding documents, if required.
12. Organize, coordinate, and lead pre-bid conference.
13. Attend bid opening and prepare bid tabulation.
14. Evaluate bids and prepare letter of contract award recommendation.
15. Prepare contracts, based on direction from City.

Items 1 through 15 above include the base bid project scope defined above and will be performed for a lump sum fee of \$128,000.00. Reimbursable expenses will include mileage and printing/reproduction costs and are estimated to be no more than \$2,800.00.

~~The alternates noted above will be performed for a total lump sum fee of \$74,500.00. Reimbursable expenses for the alternates will include mileage and printing/reproduction costs and are estimated to be no more than \$1,500.00.~~

Construction Phase

1. Provide construction contract administration and communication with City staff.
2. Schedule and facilitate the pre-construction conference.
3. Review contractor submittals and shop drawings for compliance with construction documents.
4. Conduct bi-weekly construction progress meetings.
5. Process requests for information, issue contract clarifications, process change orders.
6. Review and provide status of contractor submitted progress schedules.
7. Process contractors' pay requests.
8. Provide bi-weekly construction observation during construction in conjunction with weekly construction progress meetings and submit architectural field report.
9. Provide substantial completion inspection and punch list for contractor and issue certificate of substantial completion.
10. Provide final inspection and punch list for contractor.
11. Review final submittal from contractor with respect to conformance with contract documents.
12. Provide and verify record drawings (as-builts) based upon contractor's mark-up and field observation; verify receipt of all owner's manuals/documentation.
13. Process final pay requests and project closeout.

We anticipate the construction phase for this work will require approximately 4 months. We propose to complete the construction phase work for an hourly not-to-exceed fee of \$38,500.00.



January 27, 2022
Mr. Brian Yavarow
Page 6 of 6

Reference: Fergus Falls Regional Treatment Center (RTC) Phase 3 Mothballing Proposal

This will include contract administration, shop drawing reviews, periodic site visits, and construction engineering, plus Reimbursable Expenses. Reimbursable expenses are estimated at no more than \$7,000.00.

Reimbursable expenses include such items as mileage, postage, and printing/reproduction.

Should you wish to discuss any of the above information in further detail, please give me a call.

Respectfully yours,

Stantec Architecture Inc.

A handwritten signature in blue ink that reads 'Bruce P. Paulson'.

Bruce P. Paulson
Senior Project Manager/Architect
Phone: (612) 712-2108
Cell: (651) 492-9089
Bruce.paulson@stantec.com

CC: File



Council Action Recommendation

Page 1 of 1

Meeting Date:

February 2, 2022 – Committee of the Whole
February 7, 2022 – City Council

Subject:

Second Addition to Pebble Hills Estates

Recommendation:

- Accept the Second Addition to Pebble Hills Estates 100% petition
- Initiate Public Improvement No. 8231
- Order the Preliminary Engineering Report (PER) for P.I. No. 8231

Background/Key Points:

The current property owners of the above referenced plat (unofficial) have signed a 100% Petition requesting the City construct a new watermain (approx. 1,100-foot) to serve the new subdivision. The petition and a location map are attached to this memo for your information.

This petition meets the requirements set forth under the local improvement code of Minnesota Statute, Section 429 and City Code. If acceptable, the Engineering Department will prepare the Preliminary Engineering Report (PER) on the estimated project cost and method of special assessment for consideration at future preliminary project hearing.

If accepted, the final plat for the Second Addition to Pebble Hills Estates will be recorded.

Budgetary Impact:

General staff time for this request.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. – City Engineer

Attachments:

Petition - Second Addition to Pebble Hills Estates

STATE OF MINNESOTA

COUNTY OF OTTER TAIL

Stephen F. Rufer (Petitioner), being first

duly sworn on oath says that he or she is one of the petitioners who signed the foregoing petition and that he or she circulated the petition and personally states that the signatures on this petition, which appear on page one, were made in his or her presence and that he or she personally knows that each who signed the petition is, in fact, a petitioner and that person signing the same was shown the petition and given an opportunity to read the contents thereof, and that affiant has read the foregoing petition and knows the contents thereof, and that the same is true of his own knowledge except as to matters therein stated on information and belief and as to those matters, he believes it to be true.

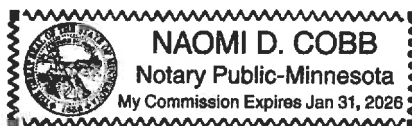
[Signature] (Petitioner Signature)

Subscribed and sworn to before me

this 13th day of January, 20 22

Naomi D Cobb. (Notary Signature)

My commission expires 01/31/2026



DO HEREBY PETITION, the Council of the City of Fergus Falls, Minnesota to proceed with and make the following described improvement:

FOR: 12" Water Main, Water Services & Hydrants

LOCATION: Scenic Drive

TERMINI: 700' SE of Pebble Shores Drive TO: 1800' SE of Pebble Shores Drive

AND TO ASSESS the benefits against the real estate benefitted thereby, in the manner prescribed by the City Charter and as provided by law.

No.	Registered Owner	Part Lot	Lot	Blk.	Frontage
	Craig L. Vaughn & Stephen F. Rufer	Second Addition to Pebble Hills Estates	1	1	122.00
	Craig L. Vaughn & Stephen F. Rufer	Second Addition to Pebble Hills Estates	2	1	96.99
	Craig L. Vaughn & Stephen F. Rufer	Second Addition to Pebble Hills Estates	3	1	170.46
	Craig L. Vaughn & Stephen F. Rufer	Second Addition to Pebble Hills Estates	4	1	139.20
	Craig L. Vaughn & Stephen F. Rufer	Second Addition to Pebble Hills Estates	5	1	125.00
	Craig L. Vaughn & Stephen F. Rufer	Second Addition to Pebble Hills Estates	6	1	145.00
	Craig L. Vaughn & Stephen F. Rufer	Second Addition to Pebble Hills Estates	7	1	190.95
	Craig L. Vaughn & Stephen F. Rufer	SEE ATTACHED PARCEL REPORTS:			



2022 Parcel Report

Parcel Number: 71001500091000

General Information

OWNER NAME: PEBBLE HILLS CORP
TAXPAYER ID: 71743
OWNER ADDRESS: 17827 CEDAR POINT LN
FERGUS FALLS MN 56537 8215

ALTERNATE TAXPAYER NAME:
ALTERNATE TAXPAYER ADDRESS:
PHYSICAL (E911) ADDRESS:
PHYSICAL (E911) ADDRESS (ALTS):
DEEDED ACRES: 20.68
SECTION/TOWNSHIP/RANGE: 13 132 043
LEGAL DESCRIPTION: Sect-13 Twp-132 Range-043 20.68 AC PT NW1/4 SE1/4 & PT
GL 2 & PT SW1/4 NE1/4 DOCS #781342 & 953547 EX PLATS
EX TRS
TOWNSHIP/CITY: FERGUS FALLS CITY
SCHOOL DISTRICT: FERGUS FALLS ISD 544

Tax Information

TAX YEAR: 2020/2021
PROPERTY CLASSIFICATION 1: RURAL VACANT LAND
PROPERTY CLASSIFICATION 2:
PROPERTY CLASSIFICATION 3:
ESTIMATED LAND MARKET VALUE:
ESTIMATED BUILDING MARKET VALUE:
TOTAL ESTIMATED MARKET VALUE:
TOTAL LIMITED MARKET VALUE:
PROPERTY TAX:



Committee of the Whole Memorandum

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Meeting Date: February 2, 2022 – Committee of the Whole

Subject: Zoning Ordinance Update – Hotels, Motels, Apartment Hotels Definitions

Background/Key Points: The Planning Commission considered draft language to update the city’s zoning ordinance definition of hotels, motels, and apartment hotels at its January 24, 2022 meeting. The Planning Commission requested minor modifications before voting unanimously in favor of the updated language. The draft attached to this memo incorporates the Planning Commission’s revisions.

In summary, the recommended changes include the following:

- Deletes the definition of “apartment hotel” and “motel.”
- Defines the difference between a hotel and extended stay hotel as the presence of cooking facilities (hotels do not have them but extended stays do).
- The definitions of a hotel and extended stay hotel focus on the commercial nature of the establishment: these are businesses and not residential dwellings. The definition of transient is from the Minnesota state statute related to hotels and lodging establishments.

At the February 2 Committee of the Whole meeting, staff will present the proposed definition updates, answer questions, and make note of requested changes or concerns from City Council to pass on to the Planning Commission.

The next steps are a public hearing at a special Planning Commission meeting. As of the deadline to submit materials for the February 2 Committee of the Whole the hearing date has not been finalized but is anticipated to be between February 9 – 14. This would allow for the Planning Commission’s recommendation to be back on the February 21 City Council agenda.

Attachments: Proposed Updates to § 154.002, Definitions; § 154.036, B-1 Limited Business District; § 154.037, B-2 Service Business District; § 154.040, B-5 and B-6 Shopping Center Business District.

Budgetary Impact: None

Originating Department: Community Development

Respectfully Submitted: Karin Flom, City Planner

§ 154.002, DEFINITIONS:

- *The definition of “Apartment Hotel” is deleted in its entirety.*
- *The definition of Hotel is deleted and replaced with the following:*
Hotel: Any building or portion thereof where sleeping accommodations are offered to the public for compensation on a transient basis in six or more rooms. “Transient” shall mean the hotel is not the sole residence of the guest(s). Hotels must have a reception desk staffed at all hours and conduct regular housekeeping services of guest rooms. Hotel guest rooms do not contain cooking facilities. Hotels are therefore distinct from apartment buildings, boarding houses, extended stay hotels, or lodging houses as defined in this chapter.
- *The definition of Motel is deleted in its entirety.*
- *The definition of Extended Stay Hotel is added as follows:*
Extended Stay Hotel: Any building or portion thereof where sleeping accommodations are offered to the public for compensation on a transient basis in six or more rooms. “Transient” shall mean the extended stay hotel is not the sole residence of the guest(s). Extended stay hotels must have a reception desk staffed at all hours and conduct regular housekeeping services of all guest rooms. Extended stay guest rooms must contain a complete kitchen equipped with a full-sized refrigerator, built-in cooking facilities, microwave, sink, cooking utensils, dishes and cutlery. Extended stay hotels are therefore distinct from apartment buildings, boarding houses, hotels, or lodging houses as defined in this chapter.

The following amendments affect the use tables for the City’s zoning districts. Strikethrough represents deleted text and underline represent additions.

§ 154.036 B-1, LIMITED BUSINESS DISTRICT.

154.036(C)(3) is amended as follows:

~~Motel, Hotel or apartment hotel~~ extended stay hotel;

§ 154.037 B-2, SERVICE BUSINESS DISTRICT.

154.037(B)(18) is amended as follows:

~~Motels, Hotels or apartment hotel~~ extended stay hotels;

§ 154.040 B-5 AND B-6, SHOPPING CENTER BUSINESS DISTRICT.

154.040(C)(8) is amended as follows:

(8) ~~Hotels, and motels,~~ and extended stay hotels; subject to the following:

- (a) They shall be located in a B-6, Sub-Regional Shopping Center, only; and
- (b) The structure shall be freestanding.