



City of Fergus Falls Committee of the Whole Agenda

March 30, 2022

7:00 am

City Council Chambers

A. Call to Order

B. Roll Call

C. Discussion Items

1. Visit Fergus Falls Annual Update
Jean Bowman
2. Commercial Solar Field Fees
Jason Schuetzle
Requested Action: Recommendation to the council to adding a commercial solar field project fee to the 2022 fee schedule
3. Board and Commission Updates
Andrew Bremseth/Klara Beck
Requested Action: Recommendation to the council to direct the City Attorney to repeal City Code Section 32.28, Sister City Commission and City Code Section 32.26, Airport Advisory Board and to add Section 32.26 Natural Resources Advisory Commission
4. Taxicab Ordinance
Kile Bergren
Requested Action: Recommendation to the council to direct the City Attorney to repeal the city's taxicab ordinance
5. City Code Amendments
Len Taylor
Requested Action: Recommendation to the council to direct the City Attorney to draft changes to City Code Sections 35.57, Snow, Dirt and Refuse on Sidewalks; Section 52.19, Repairs of Leaks, Stoppage, Breaks, Interrupted Service and Section 53.05, Repairs of Leaks or Stoppage
6. P I. No. 9508 - Regional Treatment Center - Phase 3 Preservation Project
Brian Yavarow
Requested Action: Recommendation to the council to accept Stantec's professional services agreement for Phase 3 Design in the amount of \$141,600.00 and to order the project plans and specifications

7. PI 5353, 2022 Mill and Overlay and PI 5354, 2022 Seal Coat Projects
Brian Yavarow
Requested Action: Recommendation to the council to initiate PI 5353, the 2022 mill and overlay improvement project and order plans and specifications.
Recommendation to the council to initiate PI 5354, the 2022 seal coat improvement project
8. Downtown Riverfront Project Phase 2-East Block Site Improvements
Brian Yavarow
Requested Action: Recommendation to the council to accept plans and specifications for PI 9767, the Downtown Riverfront Project and authorize the advertising of bids
9. 2022 Project Updates
Brian Yavarow
10. Letter of Intent from Fergus Falls Law, LLC
Andrew Bremseth
Requested Action: Recommendation to the council to enter into a Letter of Intent with Fergus Falls Law LLC to purchase lots located within Adams Park

D. Additional Agenda Items

E. Announcements

March 30 5:00 pm 150th Commemorative City Council meeting
April 4 5:30 pm City Council meeting

Adjourn



Council Action Recommendation

Page 1 of 1

Meeting Date:

March 30, 2022 Committee of the Whole
April 4, 2022 City Council

Subject:

Commercial Solar Field Permit Fees

Recommendation:

Adding a commercial solar fee to the 2022 fee schedule

Background/Key Points:

The city is proposing the addition of a commercial solar fee to the 2022 fee schedule. When calculating permit fees for a new commercial solar field a resounding question becomes common among all parties, should the city charge a valuation based fee or fixed fees. The valuation based fee would be cost prohibitive to current and future projects. If the city were to change to a fixed fee of \$4,500 (plus \$1.00 to the State of Minnesota), it would cover the city's cost of plan review and inspections.

Current inspections cost \$65.00 per hour. An average plan review and inspection of a commercial solar field is 68 hours, which would equate to \$4,420.

Due to the larger solar projects and the city's desire to be business, the increased fee would be necessary to adequately cover the city's costs, and yet not be cost prohibitive for new projects.

Budgetary Impact:

No impact

Originating Department:

Building Department

Respectfully Submitted:

Jason Schuetzle

Attachments:

See sample cost evaluation and flat fee

Sample Cost Valuation

Cost of Improvement	\$30,000,000.00
Plan Review Fee	\$28,933.00
Permit Fee	\$115,732.00
Sur Tax	\$2,750.00
Total Cost	\$147,415.00

Cost of Improvement	\$10,000,000.00
Plan Review Fee	\$9,683.00
Permit Fee	\$38,732.00
Sur Tax	\$1,750.00
Total Cost	\$50,165.00

Cost of Improvement	\$15,000,000.00
Plan Review Fee	\$14,495.00
Permit Fee	\$57,982.00
Sur Tax	\$2,000.00
Total Cost	\$74,477.00

Cost of Improvement	\$5,000,000.00
Plan Review Fee	\$4,870.50
Permit Fee	\$19,482.00
Sur Tax	\$1,500.00
Total Cost	\$25,852.50

Sample Flat Fee

showing projected range for fees to cover cost

Cost of Improvement	\$0
Plan Review Fee	\$0
Permit Fee	\$0
Sur Tax	\$1.00
Total Cost	\$5,000.00

Cost of Improvement	\$0
Plan Review Fee	\$0
Permit Fee	\$0
Sur Tax	\$1.00
Total Cost	\$10,000.00

ORDINANCE NO. 26, EIGHTH SERIES

AN ORDINANCE OF THE CITY OF FERGUS FALLS REPEALING
CITY CODE SECTION 32.28 AND CHAPTER 113 AND AMENDING
CITY CODE SECTIONS 32.26, 35,57, 52.19 AND 53.05.

THE CITY OF FERGUS FALLS DOES ORDAIN:

Section 1. City Code Section 32.28, SISTER CITY COMMISSION, is repealed in its entirety

Section 2. City Code Chapter 113, SMALL VEHICLE PASSENGER SERVICE, is repealed in its entirety

Section 3. City Code Section 32.26, AIRPORT ADVISORY BOARD, is repealed in its entirety, and replaced with the following:

§32.26 NATURAL RESOURCE ADVISORY COMMISSION.

A. There is hereby established a Natural Resource Advisory Commission composed of five (5) members for the City and under the supervision of the Council. All appointments thereto shall be made for a term of two (2) years. The Public Works Director, or his or her designee, is an ex-officio member only and not included in the above number.

B. The duties of the Natural Resource Advisory Commission are as follows:

1. To act in advisory capacity to the Council in all matters pertaining to natural resources in and throughout the City with a goal to enhance and promote the City's natural resources.

2. To make recommendations to the Council on matters involving natural resources.

3. To provide an annual report to the Council as follows:

(a) Submitting a true copy of the minutes of all meetings held during the preceding year.

(b) Submitting a statement of requests for payment; and,

(c) Submitting a report of all activities not set forth in the minutes.

Section 4. City Code Section 35.57 is amended so as to read as follows:

§35.57 ICE, SNOW, DIRT AND REFUSE ON SIDEWALKS.

All ice and snow within 24 hours after it ceases to be deposited thereon, and all dirt and refuse deposited thereon, shall be removed by the owner or occupant of abutting private property if ice, snow, dirt or refuse is not so removed the city may do so and keep a record of the cost attributable to each property.

Section 5. City Code Section 52.19 is amended so as to read as follows:

§ 52.19 REPAIRS OF LEAKS, STOPPAGE, BREAKS, INTERRUPTED SERVICE

(A) It shall be the responsibility of the City to maintain the service pipe from the water main up to and including the curb stop (shut-off valve) within its public right of way. It shall be the responsibility of the property owner to maintain the water line from the curb stop (shut-off valve) into the house or building. In case of failure upon the part of any consumer or owner to repair any leak occurring in his or her service pipe within 24 hours after oral or written notice has been given the owner or occupant of the premises, the water will be shut off and will not be turned on until a reconnection fee has been paid and the water service has been repaired. When the waste of water is great, or when damage is likely to result from the leak, the water will be turned off if the repair is not proceeded with immediately.

(B) No claim may be made against the City because of any breaking of any watermain, service pipe, or fixture or for any other interruption of supply.

Section 6. City Code Section 53.05 is amended so as to read as follows:

§ 53.05 REPAIRS OF LEAKS OR STOPPAGE

(A) The property owner is responsible for all maintenance and repairs to the sanitary sewer service line between the sewer main and the building being served.

(B) The costs to restore bituminous and curb and gutter for any maintenance or repair that requires excavation into a paved street shall be shared equally between the City and the property owner provided the service pipe failure was not due to misuse by the occupants or users of the building being served. Costs sharing only applies to restoring the street bituminous layer back to a paved street including curb and gutter and does not include excavation, filling or replacement or repair of service lines.

(C) No claim may be made against the City because of any breaking of any service pipe or fixture or for interruption of services.

Section 7. Effective Date. The effective date of this ordinance shall be the _____ day of _____, 2022.

THIS ORDINANCE was introduced on _____, 2022, and adopted by the City Council of the City of Fergus Falls, Minnesota, on the _____ day of _____, 2022, by the following vote:

AYES:

NAYS:

ATTEST:

APPROVED:

City Administrator

Mayor

Published in the Fergus Falls Daily Journal on _____, 2022.

barb/clients/city/ord26



Council Action Recommendation

Page 1 of 1

Meeting Date:

March 30, 2022 – Committee of the Whole

April 4, 2022 – City Council

Subject:

P. I. No. 9508 - Regional Treatment Center - Phase 3 Preservation Project

Recommendation:

- Accept Stantec's professional services agreement for Phase 3 Design in the amount of \$141,600.00
- Order the project plans and specifications

Background/Key Points:

At the February 22, 2022 City Council meeting, this Council made a motion to direct staff to revise the work scope for Phase III to only include Kirkbride Tower restoration. Stantec and staff have revised the work scope accordingly on the attached proposal. Stantec is proposing a design fee with reimbursable expenses in the amount of \$141,600.00 for this project. Stantec's proposal does not include any fees for Mold Abatement other than solicitation for Request for Proposal.

If acceptable, Stantec will begin the design and submit plans to SHPO at the 30-60-90% intervals and consult DEED in regards to grant eligibility of the associated work items during this process.

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 been 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, dated March 11, 2022



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

March 11, 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 Revised Proposal

Dear Brian,

Thank you for the opportunity to submit this revised 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. Remove temporary wood stairs and landing at east side of building. Remove the metal door and frame and infill the opening with concrete block. Remove the existing face brick installed under the Phase 1 at the east wall and install new custom fabricated face brick to match the original building brick in size and color.
 11. Remove existing center windows and wall in south wall at first floor to allow construction of a new exterior stair and new doors to replicate the original front entrance to this building.
- Mechanical Scope of Work
 1. Provide ventilation system and heating system sized for Building 1 to be used as modern office space.
 2. System will be sized to be AC ready with space identified for future equipment. However, coils, condensing units, and other equipment will not be included in the construction documents.
 3. Heat and reheat (where required) will be electric.
 4. Plumbing work is limited to HVAC condensate disposal.

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

5. It is assumed this will be an air-only VAV system. While a number of other systems could utilize smaller ductwork (VRF, FPB, heat pump) they would also require piping, and add to the installation cost of the system.
 6. The central equipment will be located on the ground floor with shafts created for supply/return ductwork. Ductwork, VAV boxes, etc. will be tight to ceiling to fit above a future lay-in tile ceiling, approximately 24-30" below the existing plaster.
- Mechanical Work not included, but could be additional services if requested:
 1. Fire Protection/Sprinkler system
 2. Plumbing
 3. AC equipment
 4. Analysis of optional mechanical systems
 - Electrical Scope of Work
 1. Electrical connections as required for mechanical equipment.
 2. Empty conduit as required for controls wiring. Wiring will be included for 120V controls.
 3. Provide a new 600A, three phase panelboard with provisions to feed the existing 200A panel and future provisions to feed 200A panels to each floor.
 4. Modifications to existing panelboard as required to feed new HVAC equipment.
 - Electrical Work not included, but could be additional services if requested:
 1. Additional lighting including emergency and exit lighting
 2. Fire alarm systems updates
 3. Intrusion detection systems
 4. CCTV systems
 5. Access control systems

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.

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 in Building 1 as included in the base bid work defined above.
3. Prepare preliminary opinion of probable construction costs.

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

4. Submit mothballing/construction documents, including but not limited to drawings and specifications, 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.
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 \$138,600.00. Reimbursable expenses will include mileage and printing/reproduction costs and are estimated to be no more than \$3,000.00.

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.



March 11, 2022
Mr. Brian Yavarow
Page 4 of 4

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

13. Process final pay requests and project closeout.

We anticipate the construction phase for this work will require approximately 6 months. We propose to complete the construction phase work for an hourly not-to-exceed fee of \$79,500.00. 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 \$8,000.00.

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.

If this proposal is acceptable, please let me know and I will prepare and send our standard Professional Services Agreement for signature.

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:

March 30, 2022 – Committee of the Whole

April 4, 2022 – City Council

Subject:

PI 5353 – 2022 Mill & Overlay Improvement Project

PI 5354- 2022 Seal Coat Improvement Project

Recommendation:

- 1) Initiate Public Improvement No. 5353 - 2022 Mill & Overlay Improvement Project
- 2) Order the project plans and specifications for PI No. 5353
- 3) Initiate Public Improvement No. 5354 - 2022 Seal Coat Improvement Project
- 4) Order the project plans and specifications for PI No. 5354

Background/Key Points:

City staff has been evaluating local street candidates that will receive a bituminous overlay and seal coat application. The street locations shown on the attached map are potential seal coat candidates for 2022. Please note, the streets highlighted may not all be completed due to budgetary constraints. Per City policy we are evaluating streets to receive a mill& overlay in Ward 2.

These two (2) types of street applications are preventative maintenance strategies contracted on an annual basis throughout the City. Per City policy, sidewalk pedestrian ramps will be improved to meet ADA standards in neighborhoods that receive a bituminous mill & overlay.

If acceptable, staff will prepare the project plans and cost estimates prior to requesting authorization to advertise for bids. This work should be completed by September 2022.

Budgetary Impact:

The estimated construction cost have not been completed at this time however, will be selecting street segments accordingly in consideration of the City's 2022 budget levy amounts. Bituminous mill & overlay are budgeted for \$269,280 and \$142,560 for seal coat applications. These budget amounts include general engineering and contingency costs.

Originating Department:

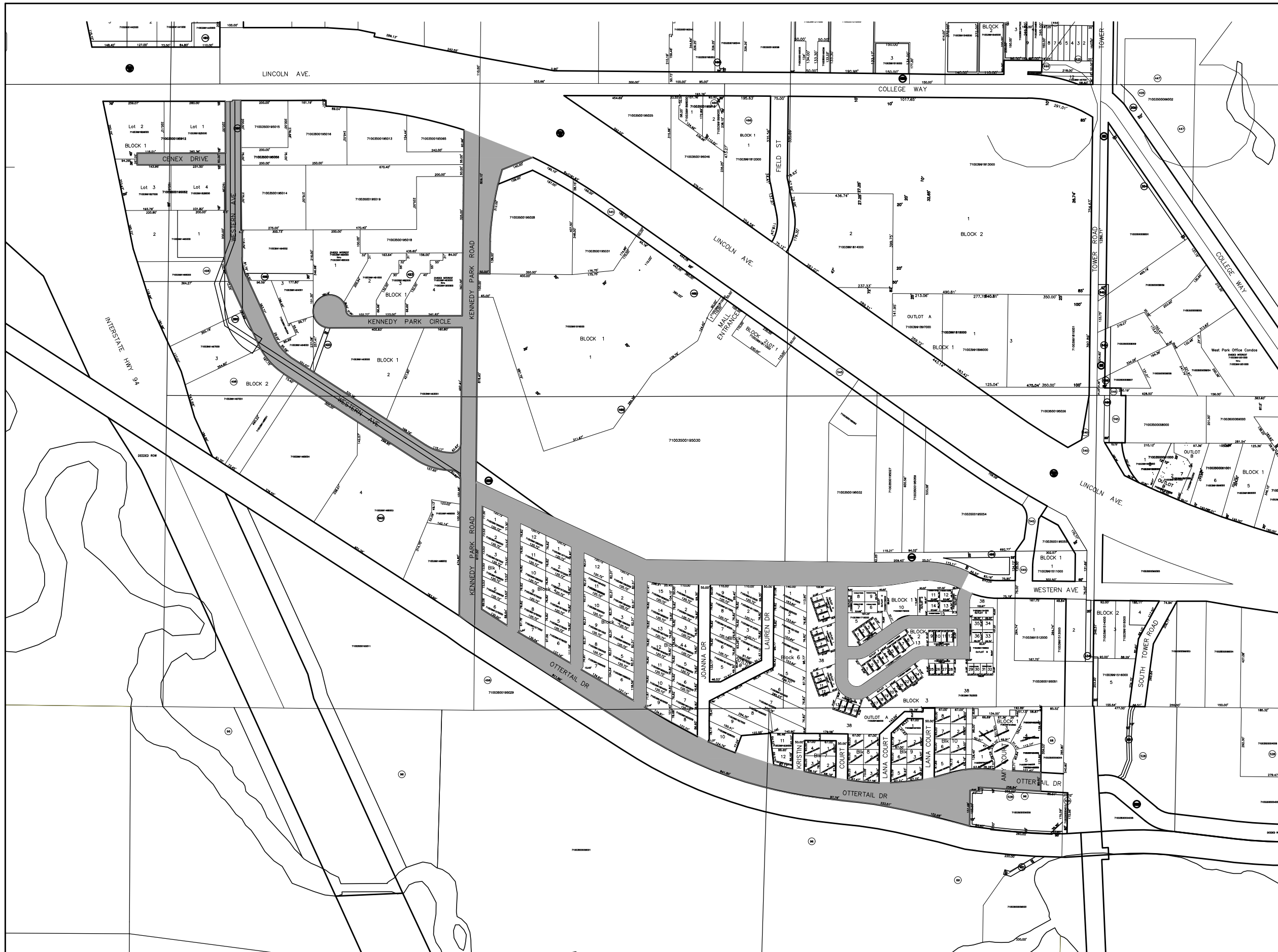
Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. – City Engineer

Attachments:

Seal Coat Location Map



NOTES

1. INLET PROTECTION FOR ALL EXISTING CATCH BASINS SHALL BE INPLACE PRIOR TO SEAL COAT.
2. ALL CONSTRUCTION RELATED TRAFFIC CONTROL SHALL BE IN PLACE PRIOR OF SEAL COATING.

= SEAL COAT STREETS

REVISION			
No.	Date	By	Description

CITY PROJ. NO.	PUB. IMP. NO.	I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
DESIGN	5354	
BIT. AREA =		
CHECKED BY: _____	DRAWN BY: _____	CITY ENGINEER
		DATE: _____ 2022 REG. NO. 48363

CITY OF FERGUS FALLS, MINNESOTA
ENGINEERING DEPARTMENT

SEAL COAT LOCATIONS
Sheet No. of Sheets

State Proj. No.



Council Action Recommendation

Page 1 of 2

Meeting Date:

March 30, 2022 – Committee of the Whole
April 4, 2022 – City Council

Subject:

PI No. 9767 - Downtown & Riverfront (DTRF) Project Phase 2 – East Block Site Improvements

Recommendation:

- Accept the project plans and specifications
- Authorization to Advertise for Bids

Background/Key Points:

Bolton & Menk, Inc. (BMI) has substantially completed the project plans and specifications for the above referenced project. The Estimated Probable Construction Cost is \$2,600,000.00 for the East Block site improvements. Please note the pedestrian bridge portion in Phase 2 will be a separate contract and be presented to this Council at a later date. The City must publicly advertise per competitive bidding requirements for the East Block site improvements. Given the complexity of this project I am recommending a minimum 21-day publication.

As discussed at the last City Council meeting (March 21st), we have developed the following list of project components that will be bid as alternates, providing some flexibility in the total project cost after bids are received.

Bid Alternates

1. Re-route sanitary sewer from River Inn to DTRF Phase 2 sewer system, eliminate existing sewer crossing over Otter Tail River, just west of the Mill Street bridge.
2. Sewer, water and electric utility hookups in the new parking lot
3. Landscaping irrigation system
4. Picnic tables
5. Art installation foundations – quantity to be adjusted to coordinate with final location of art installations

The project bid opening is scheduled for April 27, 2022 at 2:00 pm. Once final construction amounts are known, staff will prepare the final projected budget for a potentially contract awarding at the May 2, 2022 City council meeting.

Budgetary Impact:

As presented at the March 21st, 2022 City Council meeting.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. – City Engineer

Attachments:

P.I. No. 9767 – Title Sheet

March 21, 2022 Memorandum, Bolton & Menk

CITY OF FERGUS FALLS

CONSTRUCTION PLANS FOR

DOWNTOWN RIVERFRONT IMPROVEMENTS PHASE 2

PARKING LOT RECONSTRUCTION, UTILITY IMPROVEMENTS, RETAINING WALLS, OUTDOOR STRUCTURES, SPLASH PAD, SPECIALTY PAVING, SITE LIGHTING, GRINDER STATION

APRIL, 2022

RESOURCE LIST

CITY OF FERGUS FALLS

City Hall
112 W Washington Avenue
Fergus Falls, MN 56537

City Administrator: Andrew Bremseth

Mayor: Ben Schierer

City Council Members:

Krista Hagberg
Jim Fish
Tom Rufer
Scott Kvamme
Justin Arneson
Brent Thompson
Karoline Gustafson
Anthony Hicks

City Engineer: Brian Yavarow, P.E.

Public Works Director: Len Taylor

Community Development Director:
Klara Beck

City Planner: Karin Flom

Finance Director: Bill Sonmor

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 651-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

LOCAL UTILITIES

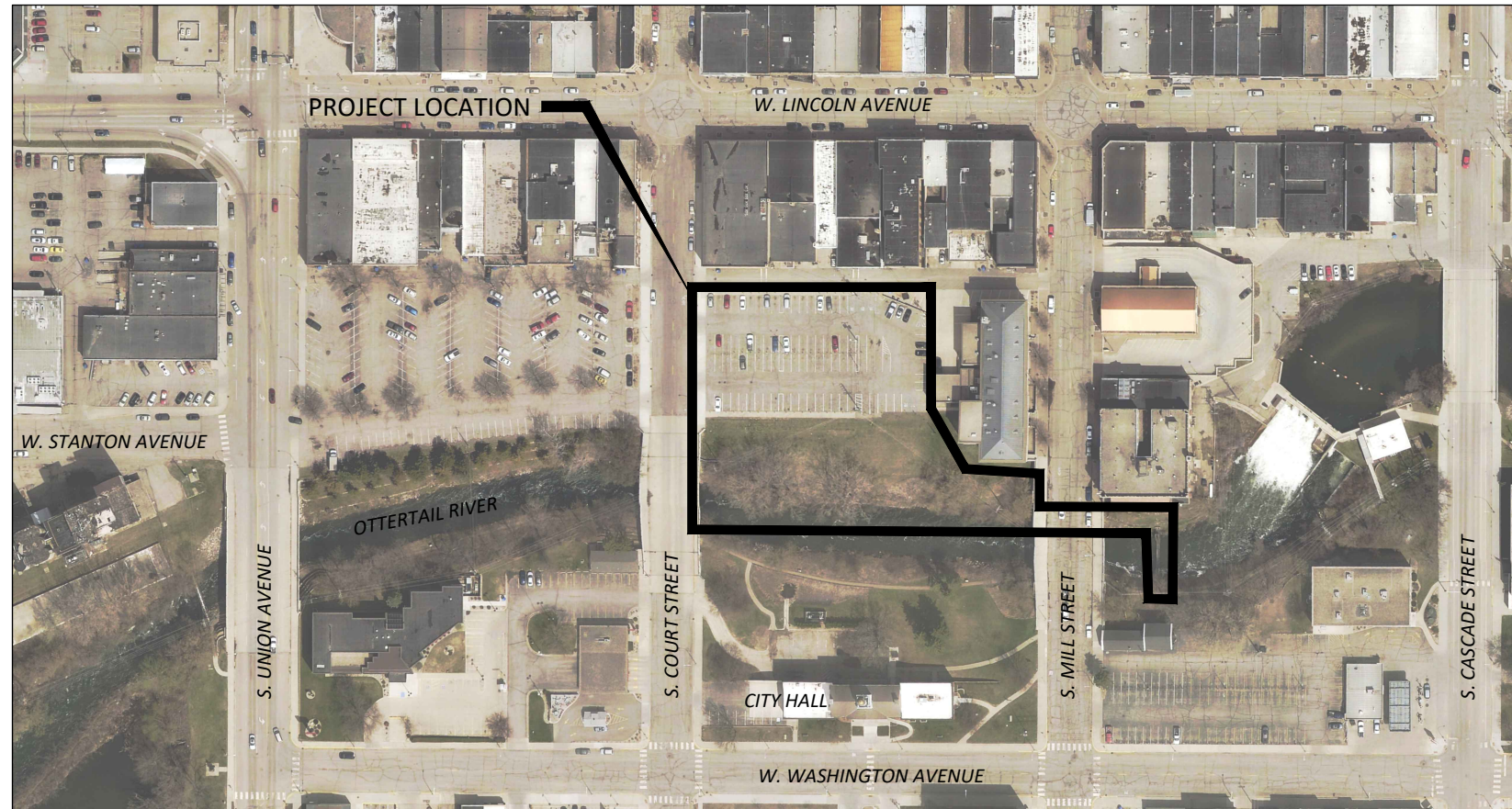
OTTER TAIL POWER COMPANY
TEL: 218-739-8877
ADDRESS: 215 S CASCADE ST.
FERGUS FALLS, MN 56537

OTTER TAIL TELECOM
TEL: 218-998-2000
ADDRESS: 230 W LINCOLN AVE
FERGUS FALLS, MN 56537

GREAT PLAINS NATURAL GAS COMPANY
TEL: 877-267-4764
ADDRESS: 705 W FIR AVE.
FERGUS FALLS, MN 56537

CHARTER COMMUNICATIONS
218-821-7672, 833-493-4939

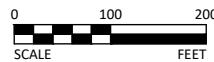
CENTURY LINK
800-778-9140



SHEET NUMBER	SHEET TITLE
G0.01 - G0.02	TITLE SHEET & LEGEND
G1.01 - G1.02	STATEMENT OF ESTIMATED QUANTITIES
G2.01 - G2.02	LOCATION PLAN & SURVEY INFORMATION
C0.01 - C0.02	EXISTING CONDITIONS, REMOVALS PLAN
C1.01 - C1.23	TABLES AND DETAILS
C2.01 - C2.04	EROSION CONTROL PLAN, SWPPP
C4.01 - C4.02	SANITARY SEWER & WATER PLAN & PROFILE
C5.01	STORM SEWER PLAN & PROFILE
C6.01 - C6.05	PAVEMENT PLAN
C7.01 - C7.02	TRAFFIC CONTROL PLAN, SIGNAGE & STRIPING PLAN
L1.01 - L1.03	IRRIGATION PLANS & DETAILS
L2.01 - L2.06	LANDSCAPE PLAN & DETAILS
A1.01 - A1.03	ARCHITECTURAL PLANS & DETAILS
E1.00 - E1.04	ELECTRICAL PLANS & DETAILS
MP1.00 - M1.01	MECHANICAL & PLUMBING PLANS & DETAILS
AS1.01 - AS1.06	ARCHITECTURAL STRUCTURAL PLANS & DETAILS
PL1.01 - PL1.06	AQUATIC MECHANICAL & PLUMBING PLANS & DETAILS

THIS PLAN SET CONTAINS 78 SHEETS.

MAP OF THE
CITY OF FERGUS FALLS
OTTER TAIL COUNTY, MN



MAP LEGEND

— PROJECT LIMITS

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

KENT M. LOUWAGIE

LIC. NO. 44252 DATE: 04/06/2022

Date _____

Approved: Brian Yavarow, P.E.
City of Fergus Falls, City Engineer

HORIZONTAL: OTTERTAIL COUNTY COORDINATES
VERTICAL: NAVD 88

RECORD DRAWING INFORMATION	
OBSERVER:	
CONTRACTOR:	
DATE:	

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3168 41ST STREET SOUTH, SUITE 2
FARGO, NORTH DAKOTA 58104
Phone: (701) 566-5339
Email: Fargo@bolton-menk.com
www.bolton-menk.com

DESIGNED	NO.	ISSUED FOR	DATE
JJD			
DRAWN			
JJD			
CHECKED			
GJK / KML			
CLIENT PROJ. NO.			

CITY OF FERGUS FALLS, MINNESOTA
DOWNTOWN RIVERFRONT IMPROVEMENTS PH. II

TITLE SHEET

SHEET
G0.01



Real People. Real Solutions.

3168 41st Street South
Suite 2
Fargo, ND 58104

Ph: (701) 566-5339
Fax: (701) 566-5348
Bolton-Menk.com

MEMORANDUM

Date: March 21, 2022
To: Honorable Mayor Schierer and City Council Members
From: Kent Louwagie, PE, Principal Engineer
Grant J. Kuper, PE, CFM, Project Engineer
Subject: Downtown Riverfront Improvements Phase 2
City of Fergus Falls, Minnesota
Project No.: OD1.125985

The purpose of this memo is to provide an update on the following topics related to the Downtown Riverfront Improvements Phase 2 project. The Project Management Team (comprised of city staff) has had nine formal meetings with Bolton & Menk staff dating back to November 2021. These meetings were pivotal in communicating the preferred design and aesthetic components of the project. Early on in this process, the Project Management Team desired to further vet out bridge enhancement options, while not wanting to delay the site improvements. This led us to the decision to split the improvements into two separate contracts, the Downtown Riverfront Phase 2 site improvements, and the bridge. An outline of the information to be presented at the council meeting is detailed below.

1. Downtown Riverfront Improvements Phase 2 Overview

- a. Phase 2 site improvements
- b. Bridge Project – includes bridge and site work
 - i. Basic Prefabricated Bridge – standard prefabricated bridge, option for enhancements to railing
 - ii. Signature Bridge – spiral arches with cladding

2. Budget

- a. Phase 2 site
 - i. Site improvements - \$3.36 million
 - ii. Bridge
 - 1. Basic Prefabricated Bridge - \$495,000 + \$337,000 = \$832,000
 - 2. Signature Bridge – \$850,000 + \$367,000 = \$1.22 million

Total Project Cost per Bridge Option:

	Phase 2 Site	Bridge Cost	Total Cost
Phase 2 Site with Basic Bridge	\$3.67 million	\$832,000	\$4.50 million
Phase 2 Site with Signature Bridge	\$3.67 million	\$1.22 million	\$4.89 million

*includes 10% construction contingency

Name: Honorable Mayor Schierer and City Council Members

Date: March 21, 2022

Page: 2

3. Schedule

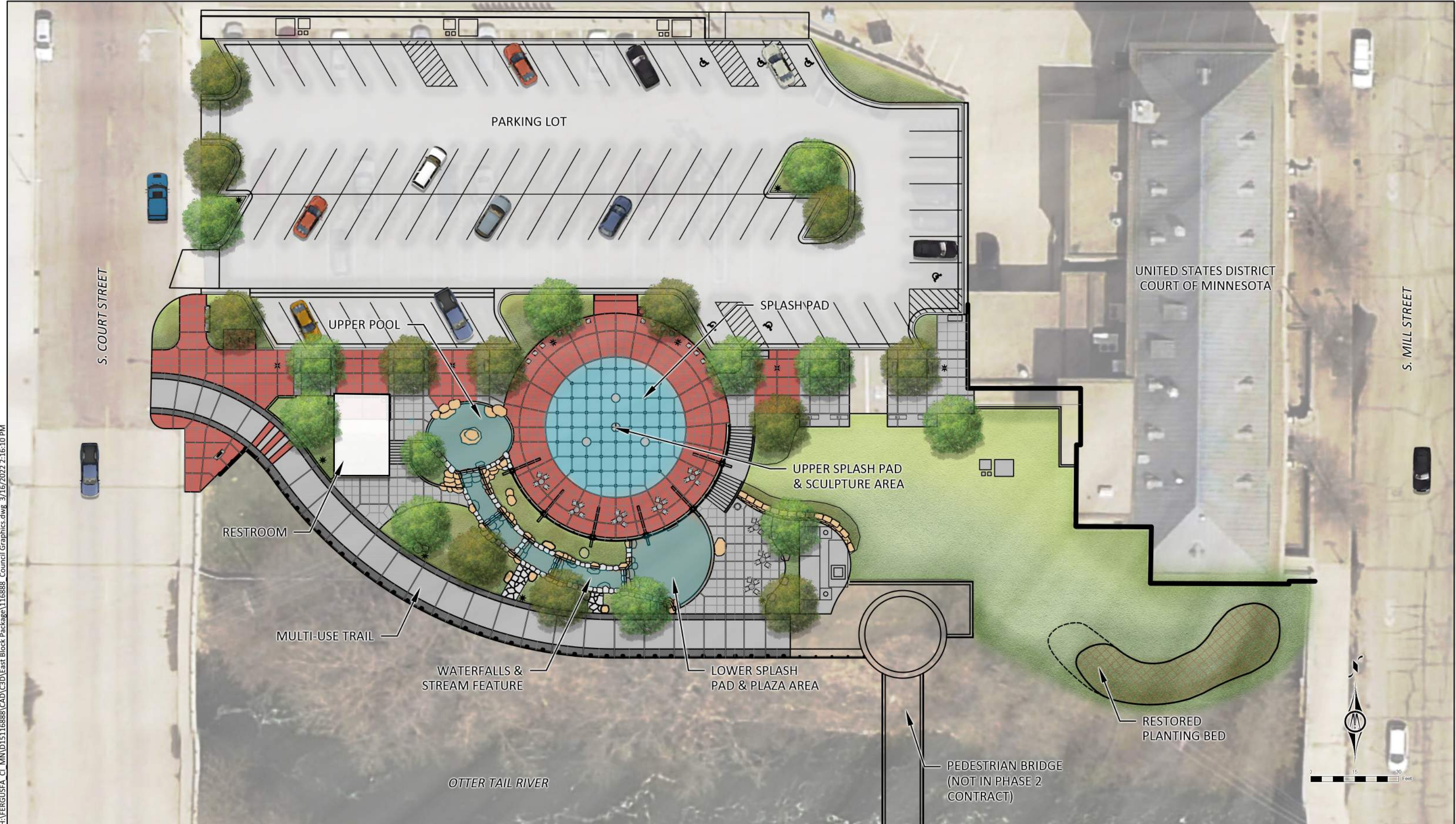
- a. Phase 2 Site Improvements
 - i. 03/30/22 – Committee of the Whole – Approve plans and specifications, authorize advertisement for bids
 - ii. 04/27/22 – Bid Opening
 - iii. 05/02/22 – Council Meeting – Award contract
 - iv. Fall 2022 – Project Substantial Completion
 - v. Early Summer 2023 – Project Final Completion
- b. Bridge Project (approximate dates)
 - i. Fall 2022 – Bolton & Menk finish plans and specifications, submit to council for approval
 - ii. Fall 2022 – Bid Opening and contract award
 - iii. Summer 2023 – Begin Construction
 - iv. Fall 2023 – Final Completion

Attachments:

Phase 2 Site Improvements Plan

Phase 2 Bridge Package Plan

Bridge Concepts



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Memo

Page 1 of 1

Meeting Date:

March 30, 2022- Committee of the Whole

Subject:

LOI from Fergus Falls Law, LLC

Recommendation:

Enter into a Letter of Intent with Fergus Falls, Law, LLC to purchase lots located on the edge of Adams (Grotto) Park.

Background/Key Points:

Fergus Falls Law, LLC is interested in pursuing the purchase of lots located near Adams Park, north of AMP Insurance, to construct a new law office building. The lots, similar in size to the AMP Insurance lots, are currently restricted to park and recreation purposes through a deed restriction from the State of Minnesota and an easement in favor of Otter Tail Power. Pebble Lake Road also runs across a portion of the lots. Fergus Falls Law, LLC is willing to work towards removing these restrictions and cleaning up easement concerns.

A purchase agreement, to be drafted after the property is appraised by Schierer Appraisal, must be approved by Council and will be contingent upon Fergus Falls Law, LLC successfully negotiating the release of deed restrictions with the State of MN and working out an agreement with OTP to relocate and/ or confine their easement. Steve Schierer was selected by Fergus Falls Law, LLC and they will cover the cost of these services. The appraised price will be the proposed purchase price within the eventual purchase agreement. All due diligence costs related to this potential opportunity will be covered by Fergus Falls Law, LLC.

Please note: The legal description in the LOI is correct, but the description of the property needs to be corrected. It should state the property located north of AMP insurance and west of Pebble Lake Drive. This will be updated in the final, signed LOI.

Budgetary Impact:

None at this time.

Originating Department:

Administration

Respectfully Submitted:

Andrew Bremseth, City Administrator

Attachments:

Proposed Letter of Intent
Map of subject parcels

March 21, 2022

TO: City of Fergus Falls

RE: Letter of Intent regarding
property located along Pebble Lake Road

Dear: Andrew Bremseth, City Administrator

Fergus Falls Law, LLC a Minnesota limited liability company (“Purchaser”) is interested in purchasing property identified below from the City of Fergus Falls, a Minnesota municipal corporation (“Seller”). Upon execution of this letter of intent by Purchaser and Seller, Purchaser and Seller will, within the time period specified in this letter of intent, attempt to negotiate a legally binding contract (the “Purchase Agreement”) for the purchase and sale of the Property, on the following terms:

1. The Property. The property (the “Property”) that is the subject of this letter of intent is located at SE corner of East Lincoln Avenue and Cascade Street, Fergus Falls, Minnesota, and legally described as follows:

All of lots 2,3 and 4, except Street/Highway, Block 1, Waters 4th Addition to the City of Fergus Falls, Minnesota, according to the plat recorded in the office of Registrar of Deeds.

(the “Property”).

2. Purchase Price. The purchase price for the Property will be determined by an appraisal conducted by Steve Schierer, a licensed Minnesota appraiser.

3. Earnest Money. There will be no earnest money required.

4. Inspection; Information; Termination. Within reasonable time following execution of this letter, Purchaser may perform inspections and testing it deems necessary at its sole expense effective as the date of this letter through and including October 1, 2022 (the “Inspection Period”), Seller hereby grants Purchaser, its employees, agents and independent contractors, a nonexclusive license to enter the Property during normal business hours and upon reasonable prior notice to Seller to inspect the same, perform surveys, environmental assessments, soil, and other tests and for other investigations and activities consistent with the purpose of this Agreement. Purchaser agrees to indemnify and hold Seller harmless from all liabilities, damages, claims, incurred by seller and arising out of any such entry for inspection purposes. The foregoing indemnity shall survive Closing or earlier termination of this letter. Upon request of Seller, Purchaser shall deliver to Seller copies of any reports Purchaser obtains in connection of any inspection. Purchaser shall not permit any laborer’s, materialmen, mechanic’s, or other similar liens to be filed on any

part of the Property prior to Closing, and if any such lien is filed, Purchaser shall take all steps necessary to release or discharge such lien as promptly as possible. Purchaser may terminate this letter for any reason upon written notice to Seller delivered on or before the end of the Inspection Period. This letter terminates if Purchaser and Seller do not enter into a Purchase Agreement on or before October 31, 2022.

5. Easements, Encumbrances. The Property is located on Pebble Lake Drive in the southeastern portion of Grotto Park and use of the Property is currently restricted to park and recreational purposes only pursuant to deed restrictions imposed by the State of Minnesota pursuant to a warranty deed dated _____. The Property is also subject to an electrical easement in favor of Otter Tail Power Company dated _____. This letter terminates if Purchase does not secure a release of the park and recreational deed restrictions from the State of Minnesota and an agreement with Otter Tail Power Company confining and relocating the electrical line and easement on or before October 31, 2022. The Seller is unaware of any other easements, restrictions, or encumbrances on the Property. Purchaser intends to construct a building on the Property and this letter shall terminate if it is determined that constructing a building is precluded by some other easement, restriction or encumbrance.

6. Closing. The Purchase Agreement shall provide that the Closing of the purchase and sale (the "Closing") will take place on or before November 1, 2022, or such earlier date as agreed upon by Purchaser and Seller.

7. Title. The purchase agreement will address whether there is an abstract or other evidence of title for the Property, and if not, the purchase agreement will require seller to procure a commitment for title insurance for the examination of title to the Property and the making of any objections thereto. Seller shall have no obligation to cure any of Purchaser's objection, unless negotiated within the Purchase Agreement. At Closing, Seller will convey the Property to Purchaser by warranty deed.

8. As-Is. The Purchase Agreement shall provide that Purchaser shall purchase the Property in its "AS-IS," "WHERE-IS," "WITH ALL FAULTS" condition, except for those representations and warranties contained in the Purchase Agreement regarding the presence (or absence) of wells on the Property, the presence (or absence) of individual sewage treatment systems on the Property, and the occurrence (or nonoccurrence) of methamphetamine production on the Property.

9. Closing Costs; Transfer Taxes; Prorations. The Purchase Agreement shall provide that Purchaser will pay the costs of providing an updated abstract for the Property if an updated abstract is found and Minnesota state deed tax. Purchaser will pay the costs of drafting a deed in recordable form, and other closing costs. Property taxes will be prorated to the date of closing. Seller will pay all assessments levied against the Property as of the Closing. Property expenses will be prorated to the date of Closing.

10. **Governing Law.** The validity and effect of this letter will be determined in accordance with the law of the State of Minnesota.

11. **City Council Approval.** This Letter of Intent will be presented to the Fergus Falls City Council for its review and approval. This letter shall terminate if the City Council does not pass a resolution authorizing the Mayor and City Administrator to sign the acceptance to this letter. Fergus Falls City Charter § 12.05 provides:

No real property of the City shall be disposed of except by resolution. A resolution authorizing the sale of real property of the City shall not be adopted at the meeting at which it is introduced. At least ten (10) days shall elapse between the introduction and final adoption of such resolution.

Further approval of a purchase agreement from the of City Council is necessary for the purchase of the Property and this letter shall terminate if the City Council does not approve a final purchase agreement.

12. **Assignment.** The Purchase Agreement shall provide that Purchaser may not assign the purchase agreement without Seller's prior written consent.

13. **No Negotiations with Others.** Seller agrees that it will not enter into negotiations for the sale of the Property to any other prospective purchaser of the Property unless Seller and Purchaser have failed to enter into the Purchase Agreement on or before October 31, 2022, or earlier terminated as provided herein.

13. **Nonbinding.** This letter is intended by Seller and Purchaser to be a **nonbinding** letter that expresses the parties' current intention, (b) neither Seller nor Purchaser shall be legally bound or obligated to negotiate or perform with respect to the subject matter of this letter, under any legal theory, prior to the execution and mutual delivery of the final Purchase Agreement, (c) neither Seller nor Purchaser shall make a claim under this letter or a claim against the other based on "part performance," "detrimental reliance," "good faith," "promissory estoppel," or any other similar cause of action, and (d) either party may withdraw from negotiation of the final Purchase Agreement at any time in such party's sole discretion.

14. **Addendums and Option to Extend Letter of Intent.** Seller and Purchaser may amend or extend this Letter of Intent by a written document signed by the Seller and Purchaser.

15. **Recordation.** The Purchaser may record at its expense this Letter of Intent, and any amendments or extensions thereto, with the Office of the County Recorder, Otter Tail County, Minnesota.

PROPOSED PROPERTY SALE

City of Fergus Falls
Pebble Lake Rd.
Fergus Falls, MN 56537
19457.69 Sq Ft.
0.45 Acres Total
Zoning = R-2

