



## City of Fergus Falls Committee of the Whole Agenda

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January 31, 2024

7:00 am

City Council Chambers

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A. Call to Order

B. Roll Call

C. Discussion Items

1. West Central Initiative Community Fund

Bill Sonmor

Requested Action: Recommendation to the council to establish a Fergus Falls Community Fund with West Central Initiative and appoint the Tax Levy Committee, Finance Director and Assistant Finance Director as the Advisory Committee

2. Fire Relief Association Service Benefits

Luke Draxton

Requested Action: Recommendation to the council to approve an increase in service benefits for retiring paid on call firefighters

3. Pebble Lake Golf Course Lease Agreement

Andrew Bremseth/Bill Sonmor

Requested Action: Recommendation to the council to approve a one-year extension to the lease with the Pebble Lake Golf Course

4. Grazing for Vegetative Management Ordinance

Len Taylor

Requested Action: Recommendation to the council to hold a first reading of Ordinance 52, Eighth Series on February 5 and to add a \$100 per application permit to the 2024 fee schedule

5. Final Plat for Timber Cove Addition

Klara Beck

Requested Action: Recommendation to the council to approve a final plat for a two lot subdivision of Timber Cove Addition at 1151 and 1161 N Friberg Avenue as requested by the Housing and Redevelopment Authority of Fergus Falls (HRA)

6. DeLagoon Park Improvement Update

Brian Yavarow/Bolton & Menk

Requested Action: Recommendation to the council to maintain the current bid document process specifying a Huffcut brand restroom/bathhouse building

D. Additional Agenda Items

Announcements

February 5 Council work session: Pebble Lake Golf Course 4:00 pm  
City Council meeting 5:30 pm

February 14 Committee of the Whole meeting 7:00 am

February 19 Most city offices and facilities closed for observation of President's Day holiday. Garbage and recycling normally picked up on Monday will be moved to Tuesday the 20<sup>th</sup>. Tuesday collection will be moved to Wednesday the 21<sup>st</sup>.

Adjourn



## Council Action Recommendation

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Page 1 of 1

**Meeting Date:** January 31, 2024

**Subject:** West Central Initiative Community Fund

**Recommendation:** Approve a request to establish a Fergus Falls Community Fund with West Central Initiative (WCI). Appoint the Tax Levy Committee, Finance Director and Assistant Finance Director as the Advisory Committee.

**Background/Key Points:**

Individuals and businesses often donate funds for City projects and initiatives. There are instances where a donor is required or chooses to only donate to a 501c (3) organization. West Central Initiative has the ability to establish and operate a community fund. This fund would receive donations and an advisory committee would make recommendations to WCI for the expenditure of the funds. WCI makes the final decision regarding expenditure of funds. The fund could also have various project funds listed under the main community fund (for example: Fergus Falls Downtown Riverfront Phase 2, Fergus Falls Aquatic Center, etc.)

**Budgetary Impact:** This fund could provide resources for various projects within the City.

**Originating Department:** Finance

**Respectfully Submitted:** Bill Sonmor, Finance Director

**Attachments:**

None



# Council Action Recommendation

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Page 1 of 1

**Meeting Date:** January 31, 2024 Committee of the Whole  
February 5, 2024 City Council

**Subject:** Service benefits for retiring paid on call firefighters

**Recommendation:**

Request to approve an increase in service benefits for retiring paid on call firefighters

**Background/Key Points:**

The Fergus Falls Fire Department Relief Association Board of Trustees has examined the Special Fund of the Relief Association and has approved an increase in service benefits for retiring paid on call firefighters from \$5,900 per year of active service, to \$6,300 per year of active service effective March 1, 2024.

The Relief Association Special Fund is a self-supporting fund, and the increase of \$400.00 per year of service falls well within a range established by State statutes.

Annually the Fergus Falls Fire Department Relief Association board of trustees analyzes and reevaluates its service pension amount and present its findings to the city council before March 1st.

In order for the Relief Association to be eligible for a service pension increase request, the funded ratio should be at or above 115%. (Funding Ratio guideline/benchmark parameters will be reevaluated pending major market shifts or substantial changes in future State Aid receipts)

State statutes governing Fire Relief Associations mandate City Council affirmation of service benefits established by the Relief Association.

**Budgetary Impact:**

There is no budget impact to the City unless the fund would fall below 100% funded

**Originating Department:** Fire Department

**Respectfully Submitted:** Ryan Muchow, Fire Chief

**Attachments:**

Resolution to amend Schedule A of the bylaws for the Fergus Falls Fire Department Relief Association

**Resolution to Amend Schedule A of the Bylaws for the  
Fergus Falls Fire Department Relief Association**

**Resolution No. 2024-1**

Whereas, after careful consideration and examination of the actuarial liability and available funding of the Fergus Falls Fire Department Relief Association, the Board of Trustees has determined that it would be in the best interest of the municipality and membership to increase service time benefits in order to meet inflation and acknowledgement of the service paid on call firefighters provide,

Whereas, the increase in benefit would not cause an unfunded liability resulting in a risk to the membership fund, the municipality, or the local taxpayers,

Now therefore be it resolved that the Board of Trustees of the Fergus Falls Fire Department Relief Association has approved an increase in benefits from \$5,900 to \$6,300 per year of active service with the Fergus Falls Fire Department.

Be it further resolved by the Board, that the benefit increase become effective on March 1, 2024.

Adopted in accordance with the Bylaws of the Fergus Falls Fire Department Relief Association, by the Board of Trustees at a regular scheduled meeting, held after due and proper notice given on this 16<sup>th</sup> day of January, in the year 2024.

President

Attested by:

Secretary of the Fergus Falls Fire Department Relief Association

I certify that I am the Secretary of the Fergus Falls Fire Department Relief Association and that I have read the foregoing and know the contents thereof, and that the same is a true and correct copy of the resolution passed by the Board of Trustees of the Fergus Falls Fire Department Relief Association on January 16<sup>th</sup>, 2024.

Chad P. Nelson  
Secretary



## Council Action Recommendation

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Page 1 of 1

**Meeting Date:** January 31, 2024

**Subject:** Pebble Lake Golf Club lease extension (2024)

**Recommendation:** Approve a one-year extension to the lease with the Pebble Lake Golf Club (PLCG)

**Background/Key Points:**

City Council members Scott Kvamme and Anthony Hicks along with Andrew Bremseth, Bill Sonmor, and Len Taylor met with representatives from PLGC to discuss a one-year extension to the lease agreement.

No substantial changes were proposed to the lease agreement for 2024. The term was amended to January 1, 2024 through December 31, 2024 and the language within sections 4 and 5 was simplified and included within section 4 in the attached lease agreement. The substance of the language remained the same, noting PLGC funds the first \$5,000 of capital improvements and any use of funds within the City budget will require the approval of the Public Works Director. Any requests for funding in addition to the 2024 approved budget would require City Council approval.

PLGC is in agreement with the language of the 2024 proposed lease agreement.

**Budgetary Impact:** The City's 2024 budget includes \$43,913 within the City's General Fund for expenditures related to the Pebble Lake Golf Course. I will come to the City Council at a later date requesting the carry forward of the 2023 unexpended capital outlay budget.

**Originating Department:** Finance

**Respectfully Submitted:** Bill Sonmor, Finance Director

**Attachments:**

None

**LEASE AGREEMENT BETWEEN THE CITY OF FERGUS FALLS  
AND PEBBLE LAKE GOLF CLUB, INC.**

***THIS LEASE AGREEMENT***, (“Lease”) is made by and between the **CITY OF FERGUS FALLS**, a municipal corporation organized under the laws of the State of Minnesota, (“City”) and **PEBBLE LAKE GOLF CLUB, INC.**, a non-profit corporation organized under the laws of the State of Minnesota, (“PLGC”).

***WITNESSETH,***

In consideration of the agreements herein contained and other good and valuable consideration, City does hereby lease to PLGC and PLGC does lease from City the following described premises:

Those portions of Government Lot Three (3); the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section Thirteen (13); that part of the Southeast Quarter (SE¼) of Section Fourteen (14) lying easterly of County Highway No. 82, all in Township One Hundred Thirty-two (132), Range Forty-three (43), lying within the boundaries of the Pebble Lake Golf Course

and all other structures, fixtures and appurtenances to the above described property now existing or hereafter constructed or affixed to said real property (collectively the “Premises”).

1. **TERM.** The term of this Lease shall be for a period of one (1) year commencing January 1, 2024, and terminating December 31, 2024 (“Term”) upon the rentals and subject to the conditions set forth below.

2. **RENT.** PLGC agrees to pay City annual rent in the amount of \$100.00, due on or before January 1 in each year during this Lease, commencing January 1, 2024.

3. **USE OF PREMISES.** The Premises are leased by PLGC to operate a public golf course and related services and concessions on the Premises. The Premises shall be operated and

maintained by PLGC as the “Pebble Lake Golf Course” and shall be a public golf course for the benefit of the general public.

**4. CAPITAL MAINTENANCE, REPAIRS, ALTERATIONS, AND IMPROVEMENTS.** PLGC shall annually fund the first \$5,000 of capital maintenance, repairs, alterations, and improvements on the Premises. Annual capital maintenance, repairs, alterations, and improvements in excess of \$5,000 will be funded by the City, only with the preapproval of the Public Works Director and if funds are available within the City’s Park and Recreation Golf Course budget. Any requested expenditures in excess of the City’s Golf Course budget will require approval of the City Council. Any capital maintenance, repair, alteration, and improvement expenses more than the preapproved amount shall be the responsibility of and paid for by the PLGC.

All capital repairs, alterations, and improvements and additions upon the Premises shall be made in a standard workmanship manner and all capital repairs, alterations, improvements and additions made by PLGC, including fixtures and personal property attached to the Premises, shall remain upon the Premises at the expiration of the Term and become the property of the City, unless requested by the City to be removed.

5. **OWNERSHIP OF IMPROVEMENTS, FIXTURES AND PERSONAL PROPERTY.** All repairs, alterations, installations, additions, fixtures and improvements made or installed upon the Premises, shall become the property of City as a part of the Premises.

6. **UTILITIES.** PLGC shall forthwith, and when due, pay all utilities charged to the Premises and incurred during the Term of this Lease.



7. **SURRENDER OF PREMISES.** At the expiration of this Lease, PLGC shall return possession of the Premises to City in as good condition as when PLGC took possession, ordinary wear and tear excepted.

8. **SUBLETTING.** Except for food service concession, dining room, the golf pro shop, and beverage services, PLGC may not sublet any portion of the Premises or assign any interest in this Lease without prior written consent of City. PLGC may sublet the golf course and portions of the club house building, from time to time, for public and private gatherings on a temporary short-term basis for special golf tournaments or events approved by PLGC.

9. **COVENANTS OF PLGC.**

The PLGC shall:

(a) have complete responsibility in the hiring and supervision of all employees at the Premises and of the entire facility. All employees of PLGC shall not be considered employees of the City;

(b) set and determine policies and in cooperation with the City, promote the Premises in a manner which supports, stimulates and coordinates educational, recreational, social and cultural activities for the public;

(c) permit area schools to use the Premises for educational golf programs, school golf teams and for other related educational uses;

(d) encourage green fee play, provide for the availability of the public to have access to the Premises on holidays and weekends, advertise to the public that the Premises are “open to public/green fee use”;

10. **CITY LIAISON.**

The City may designate a representative to act as its liaison with PLGC and the PLGC agrees the City Liaison shall be an ex-officio member of PLGC's Board of Directors, without voting privileges, shall be notified of and entitled to attend all meetings of the PLGC's Board of Directors and its Members. PLGC shall keep complete minutes of regular and special meetings of its Board of Directors and of its Members and shall provide a copy of all minutes to the City Administrator of City within thirty (30) days of any request. PLGC shall file with the City Administrator of City a copy of its articles of incorporation and bylaws and any amendments of its articles of incorporation or bylaws.

**11. PUBLIC BENEFIT AND USE**

The golf course and facilities on the Premises shall be operated for the benefit and recreation of the public, area schools and the City of Fergus Falls. The officers, directors and members of PLGC shall not have any priority as to use of the golf course or the facilities on the Premises over and above that enjoyed by members of the public. PLGC will not permit free use of the golf course, or the facilities on the Premises by any person or group except for special promotions to encourage use of the golf courses and facilities on the Premises and special promotions to encourage the teaching and development of golfing skills to youth; and encouraging use of the golf courses and facilities by promoting them to visiting persons involved in the golf industry such as golf professionals, course superintendents and similar persons, and to employees, all as may be permitted by PLGC and any golf professional employed by it.

**12. CONDUCT ON PREMISES**

12.1 PLGC shall employ or contract with experienced and competent personnel to operate and maintain the golf course and the facilities on the Premises, including the club house and its dining facilities.

12.2 PLGC shall not do or allow anything on the Premises which will increase the rate of fire insurance for the Premises or permit the accumulation of waste or refuse matter.

12.3 PLGC shall commit no act of waste, shall take good care of the Premises and the fixtures therein, and repair and maintain the same in a good state of repair and condition.

12.4 Not later than the last day of the Term, either by expiration of the Lease Term or by termination of the Lease, PLGC shall repair all damage done in connection with the installation or removal of improvements and surrender the Premises to the City.

12.5 On expiration of the Lease Term or any renewals thereof or upon termination of this Lease, unless prohibited by law, PLGC agrees to forthwith, and within thirty (30) days thereafter, pay, convey, transfer, assign and deliver to City title to and ownership of all of its equipment purchased under any loans outstanding with the City (including any and all personal property gifted, or purchased with loans forgiven or deferred to PLGC) as of the time of termination of the lease and the same shall be the property of the City.

12.6 PLGC shall keep and make available to City promptly upon request for inspection, at least monthly, all proper books, records, accounts and funds relating to its operation of the golf course and appurtenant facilities and concessions, and any other income producing enterprises of PLGC. The accounting of said information shall be in the form prescribed by City. Upon request of City, PLGC shall promptly cause its books, records, accounts and funds to be audited as directed by City and at City's expense.

13. **FEES FOR USE OF THE GOLF COURSE AND FACILITIES.**

13.1 On or before the first Tuesday of each February during the term of this Lease, PLGC shall provide City with an accounting of all the receipts and disbursements from its

operation of the golf course and all of the facilities on the Premises. Said accounting shall be in the form as prescribed by City.

13.2 At the same time, PLGC shall present to the City Administrator of City for City's approval, the proposed schedule of fees for use of the golf course, facilities and concessions (fee schedule) at the Premises for the ensuing year.

13.3 The City Council of the City shall have the right to approve or to reject the proposed fee schedule. In the event the proposed fee schedule is duly rejected, then the last fee schedule approved by the City Council of City shall remain in effect.

14. **INSURANCE.** The City and PLGC shall maintain with reputable insurance companies such insurance covering the structures located on the leased Premises in such amounts as are customarily carried by other facilities of a similar nature. Without limiting the generality of the foregoing:

15.1 The City shall maintain fire, wind and extended coverage insurance on all improvements comprising all structures owned by the City to the extent of the full insurable value thereof on a replacement cost basis.

15.2 During the term of this Lease, PLGC shall maintain or cause to be maintained worker's compensation insurance issued by a responsible carrier authorized under the laws of the State of Minnesota to insure employers against liability for compensation under the Worker's Compensation Insurance and Safety Act now or hereafter enacted in Minnesota to cover all persons employed in connection with the Premises and to cover full liability for compensation under such Act. PLGC shall also maintain insurance covering all property it owns or is under its control, including all property of others such as golf carts and golf equipment, in such amounts that adequately cover all losses.

All policies evidencing insurance required in this section shall name the City and PLGC as their respective interests may appear. All such policies or other contracts for such insurance shall contain an agreement by the insurer that the policy or other contract for such insurance shall not be canceled out at least thirty (30) days prior to written notice to City. All such policies or other contracts for insurance must be acceptable to City.

15. **TAXES AND ASSESSMENTS.** It is the understanding of City and PLGC that the leased Premises will be exempt from real and personal property taxes. In the event that the leased Premises are subject to real or personal property taxes, then and in that event, this Lease shall be terminated by this event.

16. **INDEMNIFICATION.** PLGC covenants and agrees to indemnify, defend and hold City harmless from all injury, loss, claims, actions, damages, liability, costs and expense, including defense costs, in connection with loss of life, personal or bodily injury, damage to property, claims, or litigation arising from or out of any occurrence in, upon or at the leased Premises or the occupancy or use by PLGC of the leased Premises, or occasioned anywhere wholly or in part by any act, neglect, or omission of PLGC, its agents, customers, contractors, employees, servants, lessees, or concessionaires.

17. **PLGC'S LIABILITY AND PROPERTY INSURANCE.** PLGC shall, during the entire Lease Term, keep in full force and effect at PLGC's own cost, a policies of commercial general liability insurance with respect to its use and occupancy of the leased Premises including its buildings, and the business operated by PLGC and any of its subtenants, in which the limits of public liability for bodily injury or death, including property damage, shall be not less than \$1,000,000.00 in liability coverage with \$2,000,000.00 in aggregate. If PLGC is serving alcohol on the leased premises, it shall, during the entire Lease Term, keep in full force

and effect at PLGC's own cost, a policy of liquor liability insurance with respect to its use and occupancy of the leased Premises including its buildings, and the business operated by PLGC and any of its subtenants, in which the limits of public liability for bodily injury or death, including property damage, shall be not less than \$1,000,000.00 per occurrence; \$2,000,000.00 in aggregate. These insurance policies shall name City as an additional insured and any additional person, firm or corporation designated by the City as an additional insured, and shall contain a clause the insurer will not cancel or change the insurance without first giving the City at least thirty (30) days prior written notice. If PLGC is operating motor vehicles on the leased premises, it shall, during the entire Lease Term, keep in full force and effect at PLGC's own cost, a policy of automobile liability insurance with a minimum combined single limit of \$1,000,000.00 per occurrence, including owned, hired, and non-owned automobiles. All insurance required shall be with a responsible company qualified to do business in Minnesota, approved by City, and a copy of the policy or a certificate of insurance shall be delivered to City.

18. **INSPECTION.** City or its agents shall have the right to enter the leased Premises at all reasonable times to examine the same and to make such repairs, alterations, improvements or additions in the leased Premises as City may deem necessary. Nothing herein contained shall be deemed or construed to impose upon City any obligation, responsibility or liability whatsoever, for the care, supervision or repair of the structures at or upon the leased Premises.

19. **INTERRUPTION OF SERVICES OR USE.** City is not required to pay for any goods or services connected with PLGC's occupancy of the Premises. Interruption of any services necessary to occupancy, including utilities, shall not entitle PLGC to any claim against City, nor shall the same be constructive or partial eviction.

20. **GOVERNMENTAL REGULATIONS.** PLGC shall, at its sole cost and expense, comply with and faithfully observe all of the rules, regulations, ordinances, law and requirements of county, municipal, state, federal and other applicable governmental authorities, present or future, which affect the occupancy or use of the leased Premises. PLGC shall defend and hold City financially harmless from consequences of any violation of such laws, ordinances, or regulations.

21. **SECURITY AGREEMENT.** PLGC, in connection with this Lease, does grant to City a lien in the nature of first secured interest as to all personal property, fixtures, books, records and accounts receivable and all other tangible and intangible assets of PLGC, whether now owned or hereafter acquired (hereafter the "Personal Property") by PLGC; said Security Agreement shall be terminated and satisfied by City when all monetary obligations of PLGC as evidence by any outstanding promissory notes or other obligations have been satisfied in full.

21.1 Upon request of City, PLGC will execute a security agreement and financing statement in the form required by City in supplementation of the secured interest granted in this agreement.

21.2 Any default of this Lease by PLGC, or any termination of this Lease by either party, shall constitute a default under the terms and conditions of that first secured interest and any security agreement executed by PLGC in favor of City, unless the same is expressly waived in writing by City, and shall entitle City to possession of the Personal Property.

21.3 All of PLGC's assets, properties, receivables and funds shall become the sole property of City ninety (90) days after the expiration of the term of this Lease or after termination of this Lease.

22. **ASSIGNMENT.** This Lease is not assignable by the PLGC without the prior written consent of the City.

23. **DEFAULT.** If PLGC defaults in the performance of any provision of this Lease, City may give PLGC notice of such default.

23.1 If PLGC does not cure any monetary default within thirty (30) days after notice, or any other default within ten (10) days after notice, then City may terminate PLGC's occupancy under this Lease by notice of termination to PLGC.

23.2 On the date specified in that notice of termination, PLGC's right of possession shall terminate but PLGC shall remain liable for its obligations under this Lease. PLGC must reimburse City for any expenses, including attorney fees, incurred by City by reason of any default of PLGC, including collection of amounts due under this Lease. Said expenses shall be due and payable upon demand therefore as provided by notice from City to PLGC.

24. **WAIVER OF DEFAULT.** The failure of either party to insist on strict performance of any provision of this Lease shall not be construed as a waiver of such provision.

25. **NOTICE.** Any notice by either party to the other shall be in writing and shall be deemed to be duly given only if delivered personally or mailed by certified mail in a postpaid envelope addressed as set forth at the beginning of this Lease. Notice shall be deemed duly given, if delivered personally, upon the delivery thereof, and if mailed, upon the second day after the mailing thereof.

26. **HOLDING OVER.** In the event PLGC remains in possession of the Premises after the Term without the execution of a new lease, it shall be deemed to be occupying said Premises as a Tenant in Sufferance, or at City's option, as a tenant from month to month only, subject to all terms of this Lease insofar as the same can be applicable to such a tenancy.



27. **NO BUSINESS RELATIONSHIP.** Nothing in this Lease shall be interpreted as creating a partnership or joint venture between the parties relative to the Premises or any activity or business thereon.

28. **NO OTHER WARRANTIES.** Other than those expressly stated herein, City makes no warranties or representations and PLGC has not relied on any such warranties or representations, express or implied, relative to the condition of the real property or any other matter relative to this Lease. PLGC acknowledges that it has thoroughly inspected the real property and accepts the same in an “as is” condition.

29. **CAPTIONS.** All captions, headings or titles in this Lease are for convenience and do not limit the scope of the paragraphs or sections to which they apply.

30. **CONSTRUCTION.** This Lease shall be construed under the laws of the State of Minnesota. The provisions of the Lease shall not be construed against the City by reason of its drafting of this Lease. Should any provision of this Lease be determined to be invalid, the rest shall remain in full force and effect and this Lease shall be reformed to fulfill its intent, and to provide for payment of any bonds referred to in this Lease.

31. **ACTIONS OF PLGC.** For utilizing the defense of immunities available under Chapter 466 of Minnesota Statutes as now in force and hereafter amended or replaced, and for no other purpose whatsoever, PLGC, its officers, directors, members, employees and representatives shall be considered by City as persons acting on behalf of City in an official capacity as provided by Minnesota Statutes 466.01, Subd. 6. This section shall not entitle any of said persons to indemnification under the provisions of Minnesota Statutes 466.07 except to the extent that the same would be available in the absence of the provisions of this section of this Lease.

32. **STORING SAND AND OTHER MATERIALS.** PLGC agrees it will not store or place sand or other materials in such a manner as to constitute a hazard or an obstruction to the public, this includes, but is not limited to the storing or placing of sand or other materials on the road, parking lot or other public right of ways.

33. **ENTIRE AGREEMENT.** This Lease sets forth all agreements between City and PLGC concerning the leased Premises. No amendment of this Lease shall be binding upon City or PLGC unless made in writing and signed by them.

**IN WITNESS OF THEIR AGREEMENT,** the parties have executed this Lease effective the day and year first above written.

**CITY OF FERGUS FALLS**

BY \_\_\_\_\_  
Its Mayor

BY \_\_\_\_\_  
Its City Administrator

**PEBBLE LAKE GOLF CLUB, INC.**

BY \_\_\_\_\_  
Its President

BY \_\_\_\_\_  
Its Secretary



# Council Action Recommendation

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Page 1 of 1

**Meeting Date:** January 31, 2024 Committee of the Whole  
February 5, 2024 City Council

**Subject:** Temporary Goat Grazing for Vegetative Management

**Recommendation:** Hold a first reading of Ordinance 52, Eighth Series on February 5 and to add a \$100 per application permit to the 2024 fee schedule

**Background/Key Points:**

At the August 16, 2023 Committee of the Whole meeting Karen Terry explained the benefits and process of using goats to remove weeds, poison ivy and invasive species such as buckthorn. City ordinances currently do not allow goats in areas other than R-A and would require a change in the ordinance language. At the August 21, 2023 City Council meeting the council made a motion directing staff to research how other cities allow goats for this purpose and to bring a proposed ordinance for the council to consider.

Staff researched the ordinances of other cities and have developed a proposed ordinance and permit process which includes insurance requirements, and the written consent of neighboring property owners. The ordinance language allows the temporary use of goats and electrified fences to remove unwanted vegetation including several natural parks or city owned property that could benefit from the use of goats.

**Budgetary Impact:** Cost of publishing the ordinance

**Respectfully Submitted:** Len Taylor, Public Works Director

**Attachments:** Ordinance 52, Eighth Series  
Prescribed Grazing for Land Management Permit  
Neighbor Consent Form for Grazing Goats

**ORDINANCE NO. 52, EIGHTH SERIES**

**AN ORDINANCE OF THE CITY OF FERGUS FALLS, MINNESOTA, ADDING  
CHAPTER 91.53, TEMPORARY GOAT GRAZING FOR VEGETATION  
MANAGEMENT, TO THE CITY CODE.**

THE CITY OF FERGUS FALLS DOES ORDAIN:

Section 1. Chapter 91.53 entitled Temporary Goat Grazing for Vegetation Management is hereby added as follows:

- A. ***Purpose and need for policy.*** The purpose of this policy is to allow prescribed grazing of approved grazing animals on certain property in the City of Fergus Falls for a specific period and for the express purpose of controlling invasive, noxious, or unwanted vegetation. Invasive species and/or noxious vegetation pose a significant environmental risk to the environment. Prescribed grazing is intended to provide an alternative to the use of chemicals to control undesired vegetation, as well as an alternative to other land management techniques like mowing, brush cutting and prescribed burning. It is also intended to provide an alternative means to control undesirable vegetation on steep slopes or other challenging terrain where it is difficult for humans to access. Prescribed grazing is not intended to allow the raising or keeping of goats as pets or livestock on property where it is not currently allowed under zoning requirements.
- B. ***Policy.*** Property owners intending to use prescribed grazing must have a property that meets all criteria laid out within this policy. Property owners must hire a contractor who has received a prescribed grazing permit from the city. Contractors must obtain an annual permit prior to working in the city, meet all city requirements and agree to follow all guidelines laid out within the policy. The specific policy requirements are as follows:
1. Goats are the only animals approved for prescribed grazing.
  2. Significant invasive, noxious, or unwanted vegetation must exist on the site and removal of it will clearly benefit the property receiving the prescribed grazing.
  3. Prescribed grazing is allowed in any zoning district.
  4. Grazing services will be provided by a permitted contractor. Contractors must obtain an annual permit from the city and must provide all requested documentation. Permits may be revoked if contractors do not follow ordinance and policy requirements, or if repeat issues arise regarding grazing activities causing public nuisances or other unwanted situations. The contractor will need to specifically provide the following information within the city's permit form and adhere to the following contractor guidelines:

- (a) No permit shall be granted, nor be effective, until the applicant files with the City Administrator's office proof of a public liability insurance policy covering all operations of such applicant under this section for the maximum liability amounts pursuant to Minnesota Statute 466.04. The policy shall provide that it may not be cancelled by the insurer except after ten (10) days written notice to the city, and if such insurance is so cancelled and the permittee fails to replace the same with another policy conforming to the provisions of this section, the permit shall be automatically suspended until such insurance is provided.
  - (b) No permit shall be granted, nor be effective, until the applicant files with the City Administrator's office acceptable evidence of compliance with the worker's compensation insurance coverage requirements by providing the name of the insurance company, the policy number, and date of coverage.
  - (c) All contractors permitted under the provisions of this section must abide by all ANSI (American National Standards Institute) and OSHA (Occupational Safety and Health Administration) regulations while operating as a business within the city limits.
  - (d) Upon issue, the applicant must be able to produce their permit upon request when operating with the city limits.
  - (e) Applicant must have staff available to respond to any emergency complaints or concerns at all times of day or night. Applicant will furnish emergency contact information when applying for a permit.
  - (f) All contractors must notify the city at least ten (10) days in advance of any prescribed grazing projects that are to occur within the city limits.
5. Prescribed grazing will be allowed on a parcel or lot that is 0.5 acres or greater in size. Prescribed grazing will also be allowed on more than one (1) parcel or lot provided that the grazing areas on each parcel or lot are contiguous and aggregate of 0.5 acres or more in size. All property owners in the grazing area must grant permission to the contractor.
  6. Prescribed grazing cannot occur on a parcel or lot more than two (2) times in a given calendar year. Each grazing event must be 30 (thirty) consecutive days or less in duration from the time the goats arrive to the time the goats are removed from the site. Grazing events must be separated by at least 30 days.
  7. Goat herd size cannot exceed two (2) goats per every one-tenth (1/10) acre of enclosed grazing area.
  8. If exceptions to the standard grazing duration, stocking rates or fencing requirements are desired, the permitted contractor must submit a written request to city staff. Factors, such as proximity to adjacent properties, will be assessed when evaluating

extension requests. Extensions will be approved or denied in writing by the Public Works Director or other authorized agent of the city.

9. Prescribed grazing must occur in an area that is properly enclosed through temporary or permanent fencing. Fencing must be designated to prevent escape by goats and prevent access by other animals and cannot be constructed of barbed wire and follow all requirements outlined below.
  - (a) The fence, if electric, shall be electrified using only a UL listed fence controller, or equivalent approved by the state electrical inspector.
  - (b) The fence may consist of multiple strands of electrified wire, but at least one strand shall be installed at a height between thirty (30) inches and thirty-six (36) inches above the ground and marked with warning signs that are no less than eight (8) square inches in size and that are attached to the wire no less than ten (10) feet apart.
  - (c) The fence shall be located only around the perimeter of each garden or freestanding flowerbed to be protected, up to the property line, and shall in no instance be used as perimeter fencing for the property.
  - (d) The fence, including the wires, shall not exceed the height limitations in City Code Section 154.086.
  - (e) Except as provided herein, fences outside the buildable area of a lot may not exceed six (6) feet in height and comply with city ordinance height limits.

Energized fence is allowed, but if used within thirty (30) feet of an adjacent property boundary, it must be a part of a double fence system where the outer line of fencing is non-energized and separated from the inner line of energized fence by at least three (3) feet or written approval must be obtained from the adjacent property owner. This protects the public from encountering the energized fence. The fence must be powered by a low impedance energizer.

Low impedance energizers use a short duration pulse that minimizes risk to people. City staff reserve the right to require that the prescribed grazing contractor install a double fence system in any situation if determined that a single energized fence line would present a significant risk to the public.

Energized fencing must be clearly identified with warning signs no more than ten (10) feet apart and signed on every enclosure boundary. Energized fence must be installed by the prescribed grazing contractor. Temporary fencing must be removed within seven (7) calendar days of the date the goats are removed from the project site. Permanent fencing must follow all other applicable city ordinances.

10. Where the project area is visible to the public, a sign must notify the public that prescribed grazing is occurring and list twenty-four (24) hour contact information for any emergency situations that may arise, such as a goat outside the fenced enclosure. The sign must be smaller than one (1) square foot, no larger than two (2) square feet and no higher than three (3) feet tall.
11. Shelters, if provided, must follow all city structure and setback requirements.
12. Only females, neutered male goats or unneutered male goats less than six months old that accompany female goats are allowed.
13. Grazing areas must be monitored to prevent overgrazing, erosion and damage to natural resources, including but not limited to:
  - (a) Complying with requirements and best management practices established by Minnesota Department of Agriculture, the Minnesota Department of Natural Resources, Natural Resources Conservation Service, the local watershed district, and all other pertinent agencies.
  - (b) Preventing impairment of water quality as defined by the Federal Clean Water Act.
  - (c) Avoiding adversely impacting threatened or endangered plant or animal species.

**C. Procedure.**

1. Contractors wishing to provide prescribed grazing services within city limits must obtain a permit application from the City Administrator's office. Contractors must submit their permit request together with the required consents or notices in Section C.2 below, and insurance documentation, at least fifteen (15) business days in advance of any work proposed within city limits.
2. The permit application shall include written consents to the prescribed grazing of goats including how many goats will be used for this purpose on the subject property from all abutting property owners, or shall provide proof of the certified mailing of a notice to all abutting property owner(s) which advises the abutting property owner(s) the applicant is applying for a permit from the city to allow prescribed grazing of goats on their premises and advising how many goats will be used for this purpose. The abutting property owner may object to the applicants permit application, any objection must be received by the City Administrator within fourteen days of the mailing date of the notice, and failure to provide written objections to the City Administrator within ten (10) days of the mailing of the notice may authorize the City Administrator to issue a permit to allow prescribed grazing of goats on the applicant's property.

3. City staff will review permit requests and respond within ten (10) business days. A written permit will be issued if the request is approved. The contractor cannot start work until the permit has been received.
4. If a permit is issued, it will be valid for the remainder of the year assuming the contractor follows all requirements. Permits are issued for each specific project.
5. Contractor will inform the Public Works Director or their designee of planned project locations at least ten (10) business days prior to arriving to start work.
6. Contractor will notify the Public Works Director on the day that goats arrive on any project site within city limits.
7. If policy requirements or other city ordinances are not followed, contractor permits can be revoked by city staff. Violations of policy may include but are not limited to:
  - (a) Providing any false or inaccurate information on permit application.
  - (b) Failure to notify city staff of impending projects in a timely fashion.
  - (c) Failure to respond in a timely fashion to or failing to correct issues or concerns raised by city staff or residents.
  - (d) Failure to prevent grazing services from resulting in a public nuisance, including repeated issues with animals escaping from fenced areas.
  - (e) Failure to maintain appropriate insurance coverage throughout the duration of the permit.
  - (f) Failure to adhere to parcel size, stocking rate, stocking duration or fencing requirements.

D. **Authority.** Administrative implementation of state statutes, city ordinances and city policies.

Section 2. Effective date. The effective date of this ordinance shall be the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

The following summary is approved by the City council and shall be published in lieu of publishing the entire ordinance pursuant to Minnesota Statutes Section 412.191:

PUBLIC NOTICE



WHEREAS, Chapter 51.93, Temporary Goat Grazing for Vegetation Management, has been added to the Fergus Falls City Code by Ordinance No. 52, Eighth Series, which ordinance has been duly adopted by the City Council; and,

WHEREAS, Said ordinance is lengthy and the Council has therefore determined that, pursuant to City Charter Section 4.04, Subd. 2, publication of the title and summary of said ordinance would clearly inform the public of the intent and effect of the ordinance; and,

WHEREAS, The Council, by at least four-fifths of its members, has directed that only the title of the ordinance and a summary be published and that printed copies of the ordinance be available for inspection by any person during regular office hours at the office of the City Administrator and also at the public library where the entire text of said ordinance is posted.

NOTICE IS HEREBY GIVEN, that the title of Ordinance No. 52, Eighth Series, is as follows:

**AN ORDINANCE OF THE CITY OF FERGUS FALLS, MINNESOTA,  
ADDING CHAPTER 91.53, TEMPORARY GOAT GRAZING FOR  
VEGETATION MANAGEMENT, TO THE CITY CODE.**

NOTICE IS FURTHER GIVEN, that a summary of Ordinance No. 52, Eighth Series, is as follows:

Section 1 provides:

- A. Purpose and need for policy.
- B. Policy.
- C. Procedure.
- D. Authority.

Section 2 provides for the effective date.

NOTICE IS FURTHER GIVEN, that the Council has approved the text of the foregoing summary and determines that it clearly informs the public of the intent and effect of the ordinance.

THIS ORDINANCE was introduced on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, and adopted by the City Council of the City of Fergus Falls, Minnesota, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by the following vote:

AYES:

NAYS:

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

Published in the Fergus Falls Daily Journal on \_\_\_\_\_.

barb/aCityoffergusfalls/ords/8thseries,Ord52



# Prescribed Grazing for Land Management Permit \$100.00 per application

## Site Information

Site Address for Prescribed Grazing	
Site Owner Name	Site Owner Phone Number
Site Owner Mailing Address	
Site Size (in acres or square feet)	Type of fencing to be used
Date the goats will arrive on property	Date the goats will be removed from property

## Contractor Information

Name		Phone	
Address	City	State	Zip
Email Address			
24 Hour Emergency Contact Name		24 Hour Emergency Contact Phone	

## Required Documentation

\*A certificate of liability insurance issued to the owner of the goats to be utilized under the permit shall have and maintain insurance coverage for claims arising from prescribed grazing in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate and shall provide to the city proof of the required insurance coverage prior to issuance of the permit.

\*A detailed site plan of the premises on which the prescribed grazing will occur. Please include the dimensions of the proposed grazing area, the location and delineation of any wetlands or bodies of water and the location of the proposed fencing. Electrified fence is a double fence system with non-electric outer fence, maintained a minimum of 3 feet from the electric fence is required to serve as a safety barrier, or adjoining property owners waivers of double fencing.

Please read and sign

**Contractor:**

I hereby apply for a prescribed grazing for land management permit and I acknowledge that the information provided is complete and accurate; that the work will be done in accordance with City Code \_\_\_\_\_ of the City of Fergus Falls Code of Ordinances; that I understand this is not a permit but only an application for a permit and services are not to start without a permit.

\_\_\_\_\_  
Applicant Name (printed)                      Signature                      Date

**Site Owner:**

I hereby consent to have the prescribed grazing activity described in this application on my property.

\_\_\_\_\_  
Site Owner Signature                      Date

**For Office Use Only**

Permit Approved by \_\_\_\_\_ Date \_\_\_\_\_

Please return completed application to

Len Taylor, Public Works Director  
112 W Washington Avenue  
Fergus Falls, MN 56537  
[len.taylor@fergusfallsmn.gov](mailto:len.taylor@fergusfallsmn.gov)

Questions? Call Len Taylor at 218-332-5418

## NEIGHBOR CONSENT FOR GRAZING GOATS

Your neighbor is applying for a City of Fergus Falls permit to use goats for land management. City Code 91.53 requires adjacent property owners to provide written consent to allow the prescribed use of grazing for land management purposes. Do not sign the form if you are NOT giving consent to the issuance of a permit. If you have concerns about this application, please call the Public Works Director at 218-332-5418.

Applicant Name \_\_\_\_\_

Address where goats will be grazing \_\_\_\_\_

- Goats are the only animals approved for prescribed grazing.
- Prescribed grazing is not intended to allow goats to be raised or kept as pets or livestock on property where it is not currently allowed under zoning requirements.
- The property owner must hire a contractor who has received a prescribed grazing permit from the city.
- Only females, neutered male goats or unneutered male goats less than six months old that accompany female goats are allowed.
- Prescribed grazing cannot occur on a parcel or lot more than two (2) times in a given calendar year.
- Each grazing event must be 30 (thirty) consecutive days or less in duration from the time the goats arrive to the time the goats are removed from the site.
- Grazing events must be separated by at least 30 days.
- Goat herd size cannot exceed two (2) goats per every one-tenth (1/10) acre of enclosed grazing area.
- Prescribed grazing must occur in an area that is properly enclosed through temporary or permanent fencing. Fencing must be designated to prevent escape by goats and prevent access by other animals and cannot be constructed of barbed wire.
- A low impedance energized fence is allowed if used as a part of a double fence system where the outer line of fencing is non-energized and separated from the inner line of energized fence by at least three (3) feet or written approval must be obtained from the adjacent property owner. Energized fencing must clearly be identified with warning signs.

*By signing this form, you are providing written consent for the issuance of this permit.*

**Owner Name**

**Street Address**

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# Council Action Recommendation

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Page 1 of 1

**Meeting Date:** January 31, 2024- Committee of the Whole

**Subject:** Final Plat of Timber Cove Addition (F-2024-1)

**Recommendation:** Place on consent for February 5, 2024 City Council Meeting a resolution approving a final plat for a two lot subdivision of Timber Cove Addition at 1151/1161 Friberg Avenue as requested by the Housing and Redevelopment Authority of Fergus Falls (HRA).

**Background/Key Points:** Per MN Statutes 462.358 Subd. 3b, following approval of a preliminary plat, an applicant may request final approval by the city council. The city may approve the plat request if the applicant has complied with all conditions and requirements of applicable regulations and all conditions and requirements upon which the preliminary plat was approved, either through performance or the execution of appropriate agreements assuring performance.

On July 6, 2021, the council adopted Resolution #134-2021 approving the HRA's preliminary plat with the following condition:

1. The applicant shall work with the Engineering Department to resolve concerns with the proposed driveway on Lot 2 connecting the parking lot and Friberg Avenue.

Moore Engineering worked with the applicant and the City of Fergus Falls toward a final plat, which was brought forward to the Planning Commission at its meeting on January 22, 2024. The HRA's final build executed all conditions and regulations upon which the preliminary plat was approved: The driveway on Lot 2 connecting the parking lot to Friberg Avenue via the area on the preliminary plat marked "Existing Curb Cut/Access" was removed. The final plat also includes the location of a stormwater easement area and a bump-out for a shelter/ bike rack that was added to the site design but not considered in the preliminary plat. The additions to the plat follow R-4 regulations. The final plat was approved by Planning Commission on January 22, 2024 and is before council for approval.

**Budgetary Impact:**

None

**Originating Department:**

Community Development

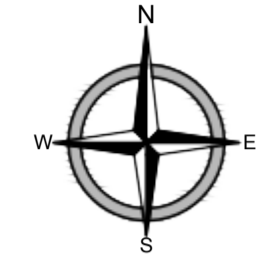
**Respectfully Submitted:**

Klara Beck, Community Development Manager

Attachments: Preliminary Plat and Final Plat of Timber Cove Addition

# PRELIMINARY PLAT OF TIMBER COVE ADDITION

PART OF TRACT B  
REGISTERED LAND SURVEY No. 7  
IN THE NW 1/4-NE 1/4  
SECTION 35-133-43  
PARCEL ID NO. 71002991637000  
CITY OF FERGUS FALLS  
OTTER TAIL COUNTY, MINNESOTA



Scale in Feet  
0 30

BASIS OF BEARING: REGISTERED  
LAND SURVEY No. 7  
DATE PREPARED: 5/18/21

### LEGEND

- IRON MONUMENT SET AND MARKED WITH LAND SURVEYOR NO. 43807
- FOUND IRON MONUMENT
- SETBACK LINE
- FUTURE BUILDING
- FUTURE PARKING/ROAD

PROPERTY ZONING: R-4

LOT 1  
LOT AREA: 100,155 sq.ft.  
EXISTING BUILDINGS: 2839 sq.ft.  
BUILDING COVERAGE: 3%

LOT 2  
LOT AREA: 60,356 sq.ft.  
PROPOSED BUILDING: 9000 sq.ft.  
24 UNITS/3 STORY STRUCTURE  
BUILDING COVERAGE: 15%  
SQ FEET REQUIRED PER UNIT: 2200 (300 SQ.FT. ALLOWANCE  
PROPERTY ON THOROUGHFARE)  
24\*2200=52,800 sq.ft. MINIMUM LOT AREA REQUIRED  
FLOOR AREA RATIO: 9000/52,800 = 0.17  
PROPOSED PARKING STALLS: 24 UNITS \* 1.5 = 36 STALLS

TOTAL PLAT AREA: 3.685 ACRES  
ADDRESS: 1151 FRIBERG AVE

### TRACT DESCRIPTION:

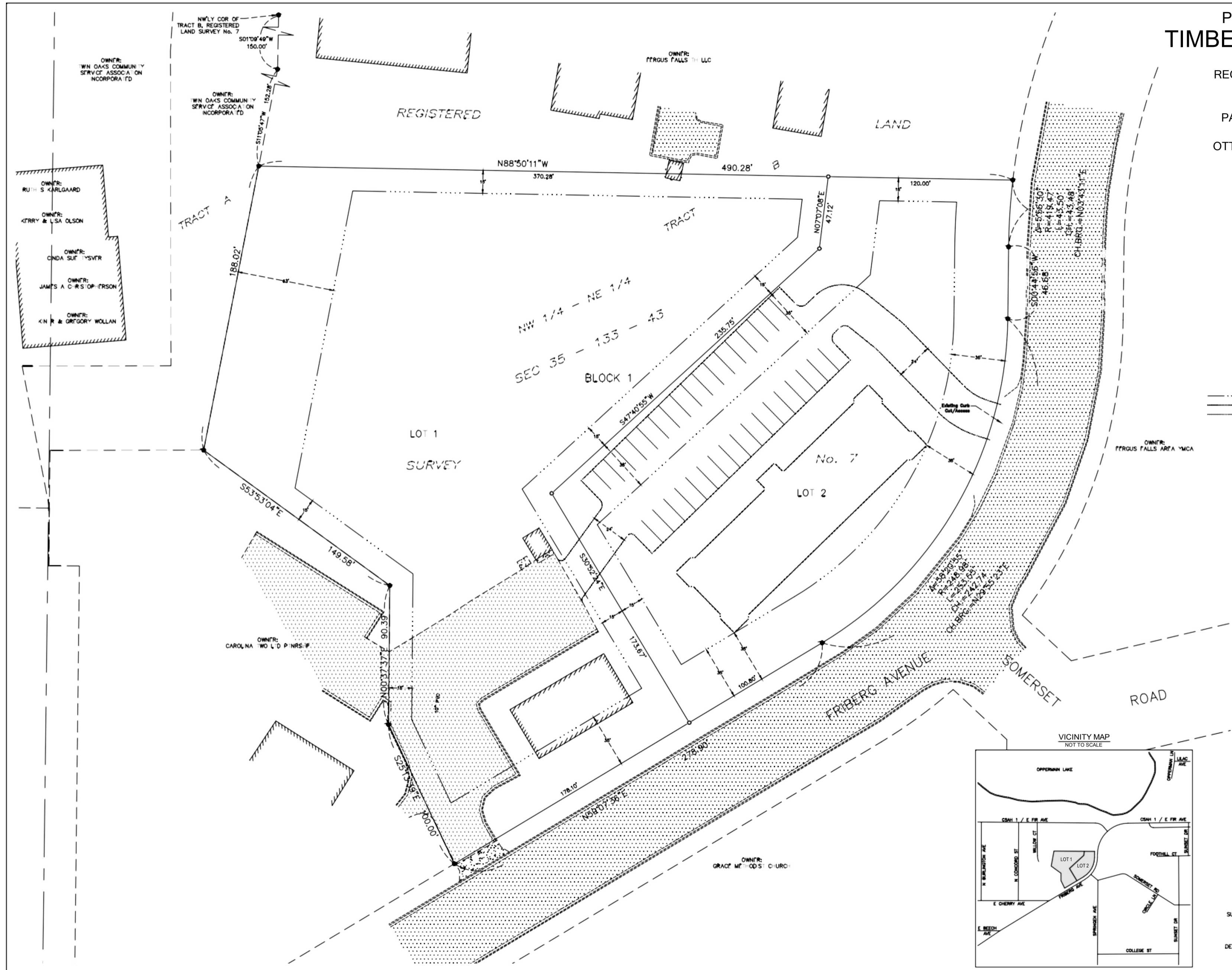
All that part of Tract B, REGISTERED LAND SURVEY NO. 7, on file and of record in the Office of the Registrar, Otter Tail County, Minnesota lying southerly of the following described line:

Commencing at the northwest corner of said Tract B; thence South 01 degree 09 minutes 49 seconds West, record bearing, along the westerly line of said Tract B for a distance of 150.00 feet; thence South 11 degrees 05 minutes 47 seconds West along said westerly line for a distance of 152.28 feet to the point of beginning of the line to be described; thence South 88 degrees 50 minutes 11 seconds East for a distance of 490.28 feet to the easterly line of said Tract B and said line there terminates, containing 160,511 square feet, more or less.

### CERTIFICATION

I hereby certify that this survey, specification, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

*Christopher D. Hays*  
Christopher D. Hays, Minnesota License No. 43807  
Date signed: May 26, 2021



SURVEYOR: Chris Hayer  
Moore Engineering, Inc.  
1808 E. Fir Ave.  
Fergus Falls, MN

DEVELOPER: Fergus Falls HRA  
Mikel Olson - Executive Director  
1151 Friberg Ave  
Fergus Falls, MN

PROJ. NO.  
21800

SHEET 1 OF 1

**REGISTERED LAND SURVEY NO. \_\_\_\_\_**  
**IN TIMBER COVE ADDITION**  
**CITY OF FERGUS FALLS**  
**OTTER TAIL COUNTY, MINNESOTA**

I Christopher D. Heyer, a Minnesota Licensed Professional Land Surveyor, hereby certify that in accordance with provisions of Minnesota Statutes, Section 508A.47, I have surveyed the following described property:

All of TIMBER COVE ADDITION according to the recorded plat thereof, on file and of record in the office of the Registrar of Titles, Otter Tail County, Minnesota.

I hereby certify that this Registered Land Survey was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota and that this Registered Land Survey is a correct representation of said parcel of land.

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

**PRELIMINARY**

Christopher D. Heyer, Licensed Professional Land Surveyor  
 Minnesota Registration Number 43807

State of Hawaii )  
 )SS  
 County of Hawaii )

The foregoing Surveyor's Certificate was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Christopher D. Heyer, Professional Land Surveyor, Minnesota License Number 43807.

Name: \_\_\_\_\_  
 My commission expires \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: 1

Name: \_\_\_\_\_, Third Circuit  
 Document Description: Registered Land Survey

Name: \_\_\_\_\_ Date \_\_\_\_\_

At a regular meeting of the City Council of the City of Fergus Falls, Minnesota, on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, this Registered Land Survey was duly approved.

Ben Schierer, Mayor

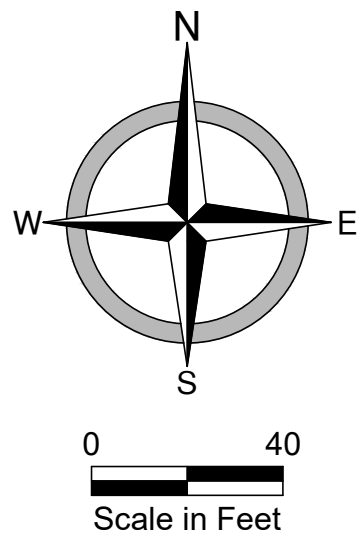
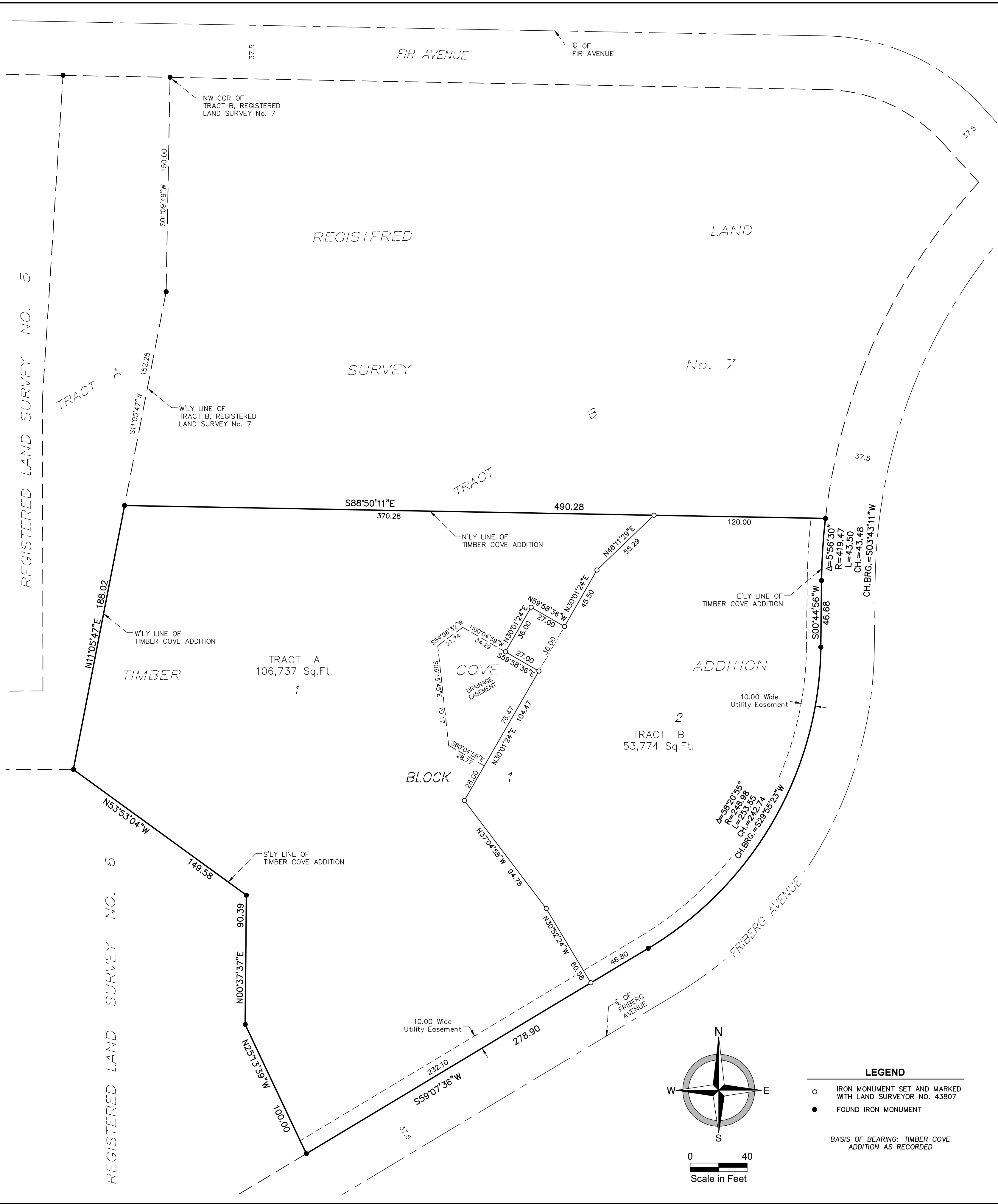
Andrew Bermseth, City Administrator

Pursuant to Minnesota Statutes, Section 508.47, Subd. 4, taxes payable in the year 20\_\_\_\_ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Wayne Stien, County Auditor-Treasurer  
 Otter Tail County, Minnesota

I hereby certify that this Registered Land Survey No. \_\_\_\_\_ was filed in this office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M. as Document Number \_\_\_\_\_  
 Certificate(s): \_\_\_\_\_

Lynn Larson, Registrar of Titles  
 Otter Tail County, Minnesota



- LEGEND**
- IRON MONUMENT SET AND MARKED WITH LAND SURVEYOR NO. 43807
  - FOUND IRON MONUMENT

BASIS OF BEARING: TIMBER COVE ADDITION AS RECORDED





# Council Action Recommendation

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Page 1 of 2

**Meeting Date:**

January 31, 2024 – Committee of the Whole  
February 5, 2024 – City Council

**Subject:**

City Project No. 9148 – Delagoon Park Improvements

**Recommendation:**

- Motion to maintain current bid document process specifying a Huffcut brand restroom/bathhouse building

**Background/Key Points:**

Representatives from Bolton & Menk will be in attendance to present an update on the Delagoon restroom/bathhouse options. Depending on the Council desires, the two options are:

- 1) Maintain current bid document process specifying a Huffcut brand restroom/bathhouse building.
- 2) Amend the professional services agreement to incorporate a design-bid-build restroom/bathhouse option into the bid documents in the amount of \$65,000.00 for architectural services.

**Budgetary Impact:**

The local option sales tax to publicly finance the project bonds is the current funding mechanism. The City has the legislative authority for a \$5.2 million dollar improvement project therefore, the projects scope before you will be bid with alternates. Depending on how the Council decides to proceed, the Architects fees for design would be funded thru this budget.

**Originating Department:**

Engineering Department

**Respectfully Submitted:**

Brian Yavarow - City Engineer

**Attachments:**

Bolton & Menk Memorandum



**MEMORANDUM**

**Date:** January 22, 2024  
**To:** Honorable Mayor Schierer and City Council Members  
**From:** Kent Louwagie, PE, Principal Engineer  
Grant J. Kuper, PE, CFM, Project Manager  
**Subject:** Delagoon Park Improvements Restroom/Bathhouse  
City of Fergus Falls, Minnesota  
Project No.: OW1.127028

Throughout the design of the Delagoon Park Improvements Project, we have been in contact with restroom companies, architects, and a general contractor for procurement of the restroom/bathhouse for Delagoon Park. The goal is to meet the City’s preferences for the bathhouse at the most efficient cost. A design meeting with City Staff on 11/01/2023 provided established the preferred features for the restroom/bathhouse, as follows:

- Functional
- Easy to clean – internal hose bib and ability to spray down interior
- Metal or low maintenance roof
- Plastic/polyethylene toilet partitions
- Manual operated toilets and sinks
- No wood interior

In our meetings with prospective restroom companies, we highlighted these preferences of the City. We initially met with three separate modular building companies. These companies provide an off-the-shelf design that have been professionally designed and certified. The city would select the model and the building would be constructed at the company’s site. It would then be delivered to site and assembled over several days.

When considering the different building models and sizes, the Minnesota Administrative Rules also dictates that a campground of 46-60 sites (Delagoon is designed to 57 sites) requires a minimum of:

	Toilet	Urinal	Lavatory	Shower
Men’s	2	2	3	2
Women’s	3	0	3	2

The companies contacted and typical procurement processes are noted on the following pages.

**Cedar Forrest Products (CFP):**

This building layout was provided at a preliminary design meeting with City Staff to generate conversation about the bathhouse structure. The CFP structure is a modular build, consisting of stacked cedar timber exterior walls, metal roofing, southern yellow pine interior walls, polyethylene partitions, and porcelain toilets and sinks. This layout generated conversation regarding the City’s desire for a non-wood structure and materials that require minimal maintenance.



Figure 1: Cedar Forrest Products Building

**Cost:**

This structure would be secured through Sourcewell. Construction costs for the underground utilities and building foundation are separate from the building costs.

- Restroom Building - \$625,000
- Site Work - \$55,000
- **Total Estimated Construction Cost - \$680,000**

**Traditional Build:**

A local commercial contractor was also contacted to provide an estimate for constructing this as a typical build. Their quote for the CFP building was \$675,000-\$725,000, which is comparable to the quote provided by CFP.

Name: Delagoon Park Improvements Restroom/Bathhouse

Date: January 22, 2024

Page: 3 of 5

**The Public Restroom Company (PRC):**

We met online with PRC since their architecture and building materials matched the city's desired construction. This building is a modular build, constructed of concrete block with interior walls coated with epoxy based paint, polyethylene partitions, stainless steel toilets and sinks, and metal roof. All of which matched the city's preferences.



Figure 2: The Public Restroom Company Building

**Cost:**

This structure would be secured through Sourcewell. Construction costs for the underground utilities and building foundation are separate from the building costs.

- Restroom Building - \$600,000 - \$700,000
- Site Work - \$55,000
- **Total Estimated Construction Cost - \$655,000 - \$755,000**

**Huffcutt Buildings:**

Huffcutt Buildings is a precast concrete building. Several Bolton & Menk Staff have used them on previous projects and spoke highly of the product. Although they do not have a contract with any state bid list, they offer a competitive cost (noted below) and a unique construction style. The entire building is constructed of precast concrete (including the roof). The concrete is painted and form-lined, providing a realistic aesthetic look and robust structure. All interior fixtures are porcelain construction with concrete partitions and polyethylene doors.



Figure 3: Huffcutt Building

**Cost:**

This structure would be included with the campground project scheduled to bid February 2024. Construction costs for the underground utilities and building foundation are separate from the building costs.

- Restroom Building-	\$400,000
- Site Work, Plumbing, Electrical-	\$85,000
- Prime Contractor Markup (20% assumed)-	\$95,000
- <b>Total Estimated Construction Cost-</b>	<b>\$580,000</b>

Name: Delagoon Park Improvements Restroom/Bathhouse

Date: January 22, 2024

Page: 5 of 5

### **Design-Bid-Build**

The city could utilize a traditional design-bid-build process for this building, rather than a pre-fabricated building. If this method is selected, Bolton & Menk will need to partner with an architect to produce plans and specifications. We have reached out to two architects for quotes, and their fees ranged from \$65,000 to \$90,000. If this is desired by the City, it would be bid separately from the campground project.

### **Conclusion**

Minnesota Administrative Rules require a bathroom for the campground. In our discussions with the building vendors, architects, and contractors, there was consistent feedback that a modular building would be the most cost-effective solution that meets the city's goals of longevity, durability, and low maintenance. We recommend proceeding with the Huffcutt structure.