

FARGO CITY COMMISSION AGENDA
Monday, August 27, 2018 - 5:00 p.m.

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at www.FargoND.gov/streaming. They are rebroadcast Mondays at 5:00 p.m., Thursdays at 7:00 p.m. and Saturdays at 8:00 a.m. They are also included in the video archive at www.FargoND.gov/citycommission.

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Special Meeting, August 8, 2018; Regular Meeting, August 13, 2018).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 1st reading of the following Ordinances:
 - a. Amending Section 25-1513, of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Alcoholic Beverages.
 - b. Amending Section 01-0305, of Article 01-03 of Chapter 01 of the Fargo Municipal Code Relating to Classification of Ordinance Violations.
- 2. 2nd reading, waive reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in Black Mountain Addition; 1st reading on 8/13/18.
- 3. Applications for property tax exemption for improvements made to buildings:
 - a. Bryan S. and Tifanie K. Gelinske, 1602 3rd Street North (5 year).
 - b. Henry R. and Barbara J. Wegter, 3232 Longfellow Road North (5 year).
 - c. Thomas A. and Donna A. Runyan, 98 Woodland Drive North (5 year).
- 4. Applications for Games of Chance:
 - a. Fargo Moorhead Derby Girls for a raffle on 9/15/18.
 - b. Fargo Angels Hockey Club for a raffle on 12/1/18.
 - c. 4 Luv of Dog Rescue for a raffle on 11/10/18.
 - d. Ava Berthiaume Cancer Benefit for a raffle and raffle board on 9/29/18; Public Spirited Resolution.
 - e. Jeff McKinnon Benefit for a raffle board from 9/1/18 to 9/29/18; Public Spirited Resolution.
 - f. Fargo-Moorhead USBC Association for a calendar raffle from 10/1/18 to 5/31/19.
 - g. Fargo-Moorhead USBC Association for a calendar raffle from 10/1/18 to 5/31/19.
 - h. NDSU Foundation and Alumni Association for a raffle on 9/22/18.
 - i. North Dakota Long Term Care Association for a raffle on 9/13/18.
- 5. Direct the City Attorney to draft an Ordinance to establish a joint and severe liability for tenants and owners with respect to City provided utility services and an Ordinance authorizing the addition of unpaid utility bills to be added to the property taxes of the benefitting property.

- Page 2
6. Government and Public Education Credit/Debit Card Processing Agreement with Heartland Payment Systems until August 31, 2022, subject to final legal review.
 7. Receive and file the Bond Purchase Agreement for the Block Nine Project Taxable Annual Appropriation Bonds, Series 2018E.
 8. Encroachment Agreements (Adjacent to Block Nine Tower and Adjacent to Block Nine Plaza) with Block 9 Partners LLC.
 9. Letter-Agreement with US Bank National Association regarding terms for providing parking spaces in the Roberts Commons Parking Garage.
 10. Direct the City Attorney to amend the Ordinance relating to e-cigarette and electronic smoking devices to address licensing concerns.
 11. Addendum to Provision of Nursing Services for the Kindred Public School District for the school year 2018-2019 (2018 budget).
 12. Addendum to Provision of Nursing Services for the Kindred Public School District for the school year 2018-2019 (2019 budget).
 13. Agreement for Physician Services with Heidi Lako-Adamson, M.D.
 14. Financial Award from the ND Department of Commerce for an emergency solutions grant for the Gladys Ray Shelter (CFDA #14.231).
 15. Bid award for the Civic Center HVAC retrofit (AFB18249).
 16. Bid award for demolition of the Old City Hall (AFB18248).
 17. Selection of R.L. Engebretson Architects Fargo LLC to provide architectural services related to long-term capital planning at Newman Outdoor Stadium.
 18. Community Development Block Grant Storefront Rehab project at 402 Broadway North.
 19. Submission of the 2017 Consolidated Annual Performance and Evaluation Report (CAPER) for the City's Community Development Programs to HUD.
 20. Agreement for the Joint Operation of Red River Valley Unmanned Aircraft Systems Team with the Fargo Police Department, Cass County Sheriff's Office, the West Fargo Fire and Police Departments.
 21. Change Order No. 2 for an increase of \$33,493.10 for Project No. FP-17-A1.
 22. Bid awards for Project Nos. HD-18-A1 and UR-18-A1.
 23. Lease with Option to Purchase Agreement with CapFirst Equipment Finance, Inc. for one ASL refuse truck (RFP17324).
 24. Bid award for one mobile pipeline inspection unit (PBC18986).
 25. Bid award for an Insurance Agent at the FARGODOME (RFQ18215).

- Page 3
26. Amendment No. 3 to AE2S Task Order No. 76 for a change in scope for Project No. WA1301.
 27. Change Orders for Project No. WA1301:
 - a. No. 19 for an increase of \$163,236.00 for the general construction contract.
 - b. No. 17 for an increase of \$29,422.00 for the mechanical construction contract.
 28. Change Order No. 1 for an increase of \$23,631.00 for Project No. WA1510.
 29. Sole Source Procurement with Integrated Process Solutions for a raw water quality panel (Project No. WA1851).
 30. Bills.
 31. Change Order No. 2 for an increase of \$15,600.00 for Improvement District No. BR-18-E1.
 32. Final Balancing Change Order No. 3 for an increase of \$5,371.28 for Improvement District No. BN-17-H1.
 33. Consulting Engineering Services to Apex Engineering Group for Improvement District No. BN-20-A0.
 34. Bid award for Improvement District No. BN-18-F2.
 35. Create Improvement District No. UN-18-B.
 36. Contracts and bonds for Improvement District Nos. BN-18-K1 and BN-18-L1.

REGULAR AGENDA:

37. Recommendation for appointment of a Fargo Cass Public Health Director.
38. Public Hearings - 5:15 pm:
 - a. Champions Gate at Prairie Farms Addition (5501, 5535, 5565, 5601, 5643, 5684 and 5757 31st Street South); approval recommended by the Planning Commission on 6/5/18:
 1. Zoning Change from SR-1, Single-Dwelling Residential to SR-3, Single-Dwelling Residential.
 2. 1st reading of rezoning Ordinance.
 3. Plat of Champions Gate at Prairie Farms Addition.
 - b. Renaissance Zone Project for True Grit ND, Inc. for a commercial lease project located at 1100 Northern Pacific Avenue North.
 - c. Special assessments for the maintenance of the Skyway System.
 - d. Application filed by Pixeled Brewing Co. d/b/a Pixeled Brewing Co. for a Class "Y" Alcoholic Beverage License at 1100 NP Avenue, Suite 101.
 - e. Application filed by Gorkha Palace d/b/a Gorkha Palace for a Class "GH" Alcoholic Beverage License at 1000 45th Street South, Suite 300A.

- f. Application filed by Taco Trompo d/b/a Taco Trompo for a Class "H" Alcoholic Beverage License at 4265 45th Street South, Suite 113.
 - g. CONTINUE to 9/10/18 - Application filed by Enclave Development LLC for a payment in lieu of tax exemption (PILOT) for a project located at 312 11th Street North, which the applicant will use in the operation of 60-75 housing units and amenity space.
39. Consider ballot language that would amend the Home Rule Charter allowing voters to use Approval Voting.
40. Appointment to the Board of Health.
41. Project No. WW1701:
- a. Bid award for Wastewater Treatment Facility - Phase IIA Improvements.
 - b. Task Order No. 21 with Apex Engineering Group in the amount of \$1,701,375.00.
 - c. Task Order No. 22 with Apex Engineering Group in the amount of \$8,900,722.00.

People with disabilities who plan to attend the meeting and need special accommodations should contact the Commission Office at 701.241.1310. Please contact us at least 48 hours before the meeting to give our staff adequate time to make arrangements.

Minutes are available on the City of Fargo website at www.FargoND.gov/citycommission.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

1a

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 25-1513, OF ARTICLE 25-
15 OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE RELATING
TO ALCOHOLIC BEVERAGES

WHEREAS, the electorate of the city of Fargo has adopted a home rule charter in accordance with Chapter 40-05.1 of the North Dakota Code; and,

WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the City shall have the right to implement home rule powers by ordinance; and,

WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said home rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict therewith and shall be liberally construed for such purposes; and,

WHEREAS, the Board of City Commissioners deems it necessary and appropriate to implement such authority by the adoption of this ordinance;

NOW, THEREFORE,

Be It Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. Amendment.

Section 25-1513 of Article 25-15 of Chapter 25 of the Fargo Municipal Code is hereby amended to read as follows:

- A. It shall be unlawful for any person to sell or consume any alcoholic beverage ~~in any automobile, or~~ upon any street, alley or public highway, including any public sidewalk or boulevard, or on any private property without consent of the owner or occupant within the city of Fargo, except as permitted by subsection (J) of section 25-1509 of this chapter. It shall further be unlawful for any person to possess any bottle or receptacle containing any alcoholic beverage which has been opened or the contents of which have been partially consumed while such person is upon any street, alley or public highway, including any public sidewalk or boulevard, or upon property owned, operated or leased by the city of Fargo or by the state of North Dakota or any political subdivision or agency thereof, within the city of Fargo, except under a valid alcoholic beverages license issued under this article, and further except as permitted by 25-1509.1(C).

* * * * *

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

* * *

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

~~F. No driver of any taxicab operating or driving the same in the city of Fargo shall at any time possess, carry or have in such taxicab any alcoholic beverages except that such driver may accept for delivery to a customer from a dealer regularly licensed under the provisions of this article any package or packages thereof when such packages are wrapped and addressed and otherwise comply with subsection (E) above. Any police or other peace officer of the city shall have the right to enter and search any taxicab operating in the city under a license from said city or elsewhere at any time he may have reason to believe or suspect that the driver of such vehicle is violating the provisions hereof.~~

GF. No owner, operator, officer or employee or driver of any taxicab in the city of Fargo shall accept from any person, except a dealer regularly licensed under the provisions of this article, any order for the delivery of any alcoholic beverage.

Section 2. Penalty.

A person who violates this ordinance shall be deemed to have committed a non-criminal offense and shall pay a fee of \$100.00 as provided in Section 01-0305(C) of the Fargo Municipal Code, as the same may be amended from time to time.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. Effective Date.

This ordinance shall be in full force and effect from and after its passage, approval and publication.

Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23



Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

August 3, 2018

la-b

Board of City Commissioners
City Hall
200 3rd Street North
Fargo, ND 58102

RE: FMC Articles 25-15 and 01-03 regarding Alcohol in Vehicles, Taxi Cab's and Selling/Consuming Alcohol in Public and Possessing/Consuming Alcohol in Public Building

Dear Commissioners:

I enclose for receive and file an ordinance that amends Articles 25-15 and 01-03. By amending § 25-1513 (A), and deleting § 25-1513 (F), the City will be consistent with state law regarding open containers in vehicles (a violation of § 8-0311 resulting in a \$50.00 fine) and further recognizes the "taxi cab and chauffeured vehicle" exception in State law found at North Dakota Century Code § 39-08-18 (2). These changes are essentially ministerial in nature. Along these same lines, Police Chief David Todd is recommending a change in the nature of the offense for selling/consuming alcohol in public and in a public building. As you may recall, a number of years ago the offense of Urinating in Public was changed from a Class B misdemeanor to a non-criminal offense, resulting in a fine in the amount of \$100. The proposed change to the penalty for consuming in public is consistent. Please note that failure to pay the fine may result in an Order to Show Cause resulting in an additional fine, not to exceed \$1,500, or imprisonment for non-payment, or both (§ 01-0301 (E)). To effectuate this change, amended Articles 01-0305 (A)(1) and (C)(8) are presented for your approval.

SUGGESTED MOTION: I move to receive and file an Ordinance Amending Fargo Municipal Code Sections 25-1513 (A), 25-1513 (F) of Chapter 25 of the Fargo Municipal Code Relating to Alcoholic Beverages, and an Ordinance Amending Fargo Municipal Code Sections 01-0305 (A)(1) and 01-0305 (C)(8) relating to penalties.

Regards,

Nancy J. Morris

Enclosures



OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

16

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 01-0305, OF ARTICLE 01-03 OF CHAPTER 01 OF THE FARGO MUNICIPAL CODE RELATING TO CLASSIFICATION OF ORDINANCE VIOLATIONS

WHEREAS, the electorate of the city of Fargo has adopted a home rule charter in accordance with Chapter 40-05.1 of the North Dakota Code; and,

WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the City shall have the right to implement home rule powers by ordinance; and,

WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said home rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict therewith and shall be liberally construed for such purposes; and,

WHEREAS, the Board of City Commissioners deems it necessary and appropriate to implement such authority by the adoption of this ordinance;

NOW, THEREFORE,

Be It Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. Amendment.

Section 01-0305 of Article 01-03 of Chapter 01 of the Fargo Municipal Code is hereby amended to read as follows:

A. Violations of the following ordinances are Class B misdemeanors, subject to punishment as provided in this article:

1. Section 1-0306(D) (failure to appear or post bond on a non-criminal, non-traffic offense), section 8-0305(A)(2) (fictitious registration), section 8-0305(A)(3) (lending registration plates), section 8-0308 (reproducing operator's or driver's license or permit), section 8-0309 (driving under suspension), section 8-0310 (driving under the influence), section 8-0314 (reckless driving), section 8-0320 (driving without liability insurance - \$150.00 minimum fine), section 8-0803 (accidents involving damage to vehicle), section 8-0804 (duty to give information and render aid), section 8-0805 (duty upon striking fixture or other property), section 8-0809 (false

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 reports), section 10-0101 (minor using alcohol), 10-0104 (curfew), section
 2 10-0201 (indecent exposure), section 10-0301 (disorderly conduct),
 3 section 10-0304 (carrying weapons), section 10-0317 (resisting police
 4 officer), section 10-0319 (incendiary devices), section 10-0320
 5 (registration in schools), section 10-0321 (criminal mischief), section 10-
 6 0322 (harassment), section 10-0323 (simple assault), section 10-0324
 7 (aiding and abetting), section 10-0601 (shoplifting), section 10-0602
 8 (theft), section 10-0702 (order to disperse), section 10-0703 (tenant/owner
 9 cooperation required), sections 10-1202 (marijuana) and 10-1204
 10 (marijuana paraphernalia), section 12-0117(C) and 12-0117(G)
 11 (potentially dangerous and dangerous dogs), section 13-0511 (removal of
 12 wastes), section 13-0513 (fee/permit for hauling waste), section 13-0529
 13 (misuse of compost sites), article 13-13 (drug lab cleanup), chapter 17
 14 (sewers and sewerage), article 18-09 (excavation code), 1 – 7 section 25-
 15 1509(A) (selling alcoholic beverage to minor), ~~section 25-1513(A)~~
 16 ~~(selling/consuming alcohol in vehicle/public)~~, ~~section 25-1513(B)~~
 17 ~~(possessing/consuming alcohol in public building)~~, section 25-1513(C)
 18 (minor misrepresenting age), and section 25-1513(D) (delivery of
 19 alcoholic beverage to minor), section 25-3302 (body art), section 25-3306
 20 (body art unlawful practices); article 25-36 (tanning facilities).

21 * * * *

22 Section 2. Amendment.

23 Section 01-0305 of Article 01-03 of Chapter 01 of the Fargo Municipal Code is hereby
amended to read as follows:

* * *

C. Violations of the following ordinances are noncriminal offenses and shall require
payment of a fee as follows:

1. For a violation of the following ordinances, a fee of \$5.00.
 Section 8-1411 (bicyclist to obey traffic control devices), section 8-1412
 (riders/passengers restricted), section 8-1413 (riding on roadway/bike
 paths-- restrictions), section 8-1414 (operate bicycle too fast for
 conditions), section 8-1416 (carrying packages-restrictions), section 8-

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1418 (riding bicycle on sidewalks-- restrictions), section 8-1419 (equipment on bicycles).

2. For a violation of the following ordinances, a fee of \$20.00.
Section 8-0105 (driving wrong way on one-way street), section 8-0106 (obey temporary traffic sign/barrier), section 8-0113 (unlawful use of skates/coasters), section 8-0303(B) (parent/guardian allow unlicensed/under 16 to drive), section 8-0303(C) (owner allowing unlicensed/under 16 to drive), section 8-0304 (registration card to be carried in the driver's compartment-- inspection of card), section 8-0305(a)(1), section 8-0305(A)(4) (current registration required), section 8-0305(B) (current license required), section 8-0306 (violation of restricted license), section 8-0316 (permit unauthorized person to drive), section 8-0318 (operating motor vehicle on bicycle trail), section 8-0403 (disobey traffic control device (barricade)), section 8-0405 (traffic control signals), section 8-0406 (pedestrian-control signal), section 8-0407 (flashing signals), section 8-0411 (alter traffic or railroad sign), section 8-0412 (display unauthorized signs, signals or marking), section 8-0506 (impeding traffic), article 8-06 (regulating turning movements), section 8-0707 (pedestrian crossing street where prohibited), section 8-0709(A) (pedestrian walking in roadway), section 8-0710 (pedestrian soliciting rides or business), section 8-0712 (pedestrian obstructing traffic), section 8-0901 (fail to display flag/light rear of load), section 8-0902 (improper tires), section 8-0903 (improper horn), section 8-0904 (brakes required), section 8-0905 (mirrors required), section 8-0906 (obstructed vehicle windshield/windows), section 8-0907 (windshield wipers required), 8-0908 (mufflers/exhaust system required), section 8-0909 (leaking or loose load), section 8-0910 (lights/lamps fail to conform to state law), section 8-0911 (fail to display lighted lamps), section 8-0913 (illegal spotlights), section 8-0914 (improper towing connection), section 8-0915 (reflectors/taillight required on trailer), section 8-0916 (flashing lights prohibited), section 8-0917 (illegal light on vehicle), section 8-0919(A) (riding on exterior of vehicle), section 8-0919(B) (more passengers than capacity), section 8-0919 (C) (allow body to protrude from moving vehicle), section 8-0928 (modified suspension system), section 8-0929 (driving of vehicle in unsafe condition unlawful), section 8-1003 (A) thru (J) and (L) thru (S) (stopping, standing, parking prohibited in specific places), section 8-1010 (motor vehicle left unattended-- brakes to be set,

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 engine stopped, and keys removed), section 8-1011 (drive or park on
2 private property), section 8-1013 (improper parking/obstructing traffic),
3 section 8-1111 (vehicle required to stop at railroad crossing), section 8-
4 1201 (following too closely), sections 8-1202 thru 8-1218(D) (general
5 rules of the road), section 8-1301(A) (following fire apparatus), section 8-
6 1301(B) (driving vehicle within block of fire apparatus), section 8-
7 1301(C) (driving over fire hose), section 8-1301(D) (driving
8 through/around barricade), section 8-1302 (driving through parade/funeral
9 procession), section 8-1304 (failure to obtain parade permit), section 8-
10 1305 (driving vehicle on sidewalk), section 8-1306 (improper backing),
11 section 8-1307 (opening and closing vehicle doors), 8-1308 (helmet
12 required-- operator/passenger), section 8-1309 (number of riders on
13 motorcycle limited), section 8-1310 (clinging to a vehicle or allowing
14 same), section 8-1311 (improper start of parked vehicle), section 8-1313
15 (unlawful riding on vehicle), section 8-1315 (unlawful towing), section 8-
16 1316(A) (operating motor vehicle with view obstructed by
17 load/passengers), section 8-1316(B) (passenger obstructing driver's view),
18 section 8-1317 (coasting vehicle on downgrade prohibited), section 8-
19 1318 (littering), section 8-1319 (unlawful operation of motor vehicle
20 private property), section 8-1320(A) (operating snowmobile under 16 or
21 allowing when prohibited), section 8-1320(B) (operating snowmobile in
22 restricted area), section 8-1321 (use of seat belts required), section 8-
23 1804(driving through school patrols), section 8-1902 (cruising prohibited),
article 8-20 (motorized scooters).

3. For a violation of the following ordinance, a fee of \$25.00.
Section 8-0931 (child restraint devices required), section 10-0103(B)
(tobacco possession by minors prohibited).
4. For a violation of the following ordinances, a fee of \$30.00.
Section 8-0301 (failure to have vehicle under control), section 8-03013
(careless driving), section 8-0501 (speed-care required).
5. For a violation of the following ordinances a fee of \$40.00.
Section 8-1018 (taking on or discharging passengers), section 8-1403 (D)
(failure to register/display license on bike), section 8-1415 (right-of-way
emerging from alley or driveway), section 8-1417 (parking restriction),
section 8-1420 (bicycles- age restrictions).

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. Effective Date.

This ordinance shall be in full force and effect from and after its passage and approval.

Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

2

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN BLACK MOUNTAIN ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in the proposed Black Mountain Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on June 5, 2018; and,

WHEREAS, the rezoning changes were approved by the City Commission on August 13, 2018,

NOW, THEREFORE,

Be It Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. The following described property:

Lots One (1) and Three (3), Block One (1), Black Mountain Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "LI", Limited Industrial, District and "GC", General Commercial, District to "LI", Limited Industrial, District;

Section 2. The following described property:

Lot Two (2), Block One (1), Black Mountain Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "AG", Agricultural, District to "PI", Public and Institutional, District with a "C-O", Conditional Overlay as follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

- Permitted uses are limited to detention facilities and commercial parking.

1 Section 3. The City Auditor is hereby directed to amend the zoning map now on file in his
 2 office so as to conform with and carry out the provisions of this ordinance.

3 Section 4. This ordinance shall be in full force and effect from and after its passage and
 4 approval.

5
 6
 7 _____
 Timothy J. Mahoney, Mayor

8 (SEAL)

9 Attest:

10
 11 _____
 Steven Sprague, City Auditor

12
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 First Reading:
 Second Reading:
 Final Passage:



August 17, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1602 3 St. N as submitted by Bryan S. & Tifanie K. Gelinske. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2018, 2019, 2020, 2021, & 2022.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$2310 with the City of Fargo's share being \$395.

Sincerely,

A handwritten signature in black ink that appears to read "Ben Hushka".

Ben Hushka
City Assessor

hah
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings
North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)**

Property Identification

1. Name of Property Owner Bryan & Tifanie Gelinske Phone No. 701-261-5623

2. Address of Property 1602 3rd St N

City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. Lot: 301 Block: 0 NORTH BROADWAY LOT 301 & S 20' LOT 302

4. Parcel Number 01-2100-01930-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner 1602 3rd St N

City Fargo State ND Zip Code 58102

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). 2nd Story Addition, residing and new windows.

7. Building Permit No. BL20180063 8. Year Built 1950

9. Date of Commencement of making the improvement Feb 2018

10. Estimated market value of property before improvement \$ 240,000

11. Cost of making the improvement (all labor, material and overhead) \$ 180,000

12. Estimated market value of property after improvement \$ 405,000

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.

Applicant's Signature Bryan Gelinske Date 08/09/2018

Assessor's Determination

14. The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK

Assessor's Signature Don Reubla Date 8/12/18

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied Approved

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____

CITY OF
Fargo
ASSESSMENT DEPARTMENT

36

August 17, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 3232 Longfellow Rd. N as submitted by Henry R. & Barbara J. Wegter. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2018, 2019, 2020, 2021, & 2022.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$720 with the City of Fargo's share being \$120.

Sincerely,



Ben Hushka
City Assessor

hah
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**
North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner Henry & Barbara Wegter Phone No. 701-729-2270

2. Address of Property 3232 Longfellow Rd N
City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. Lt 19 Blk 2 Golf Course 1st

4. Parcel Number 01-1001-00430-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner Same
City _____ State _____ Zip Code _____

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Kitchen remodel including flooring, cabinetry, & fixtures. New hallway flooring. New bathtub surround & wainscot. New metal roof covering.

7. Building Permit No. 189029 8. Year Built 1972

* 9. Date of Commencement of making the improvement March 2017

10. Estimated market value of property before improvement \$ 258,700

* 11. Cost of making the improvement (all labor, material and overhead) \$ \$55,964

12. Estimated market value of property after improvement \$ _____

Applicant's Certification and Signature

* 13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
Applicant's Signature Barbara Wegter Date 8-14-18

Assessor's Determination

14. The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK
Assessor's Signature Don Hushon Date 8/17/18

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied Approved
Approval subject to the following conditions: _____
Chairman of Governing Body _____ Date _____

Barbara Wegter

From: hrwbjw@gmail.com
Sent: Wednesday, August 08, 2018 8:50 PM
To: Barbara Wegter
Subject: Fwd: REMODELING EXEMPTION FORM
Attachments: Scanned from a Xerox Multifunction Device.pdf

Sent from my iPhone

Begin forwarded message:

From: Teresa Ash <TAsh@FargoND.gov>
Date: August 3, 2018 at 3:54:10 PM CDT
To: "hrwbjw@gmail.com" <hrwbjw@gmail.com>
Subject: REMODELING EXEMPTION FORM

Dar Henry & Barbara,

I have attached the remodeling exemption form. Please fill out the * parts on the form and return back to our office.

If you prefer to e-mail it back, please use my e-mail address. If you mail it in, please do so within the next week since our office will be moving into the new City Hall at the end of the month & our mailing address will change.

Thank you again for scheduling an appointment. It was a pleasure meeting you both!

Regards,

Teresa L. Ash
Appraiser
City of Fargo Assessment Department
321 4 St N
Fargo, ND 58102

Ph: (701) 476-6657
tash@FargoND.gov

-----Original Message-----

From: ASXEROX@cityoffargo.com <ASXEROX@cityoffargo.com>
Sent: Friday, August 03, 2018 3:48 PM
To: Teresa Ash <TAsh@FargoND.gov>
Subject: Scanned from a Xerox Multifunction Device



30

August 8, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 98 Woodland Dr. N as submitted by Thomas A. & Donna A. Runyan. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2018, 2019, 2020, 2021, & 2022.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$180 with the City of Fargo's share being \$30.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Hushka". The signature is written in a cursive style with a large initial "B".

Ben Hushka
City Assessor

hah
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**
North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner THOMAS & DONNA RUNYAN Phone No. _____

2. Address of Property 98 WOODLAND DR N
City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. _____
LT 14 BLK 3 RIDGEWOOD ADDN

4. Parcel Number 01-2360-00500-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner 98 WOODLAND DR N
City FARGO State ND Zip Code 58102

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). RESIDE DWELLING & MAIN LEVEL FLOORING

7. Building Permit No. 180411 8. Year Built 1959

9. Date of Commencement of making the improvement 5/24/18

10. Estimated market value of property before improvement \$ 289,500

11. Cost of making the improvement (all labor, material and overhead) \$ 74,000 - *steel siding*
steel roofing
Hardwood flooring
New front door

12. Estimated market value of property after improvement \$ _____

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
Applicant's Signature Thomas A Runyan Date 8/6/18

Assessor's Determination

14. The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK
Assessor's Signature [Signature] Date 8/9/18

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied Approved
Approval subject to the following conditions: _____
Chairman of Governing Body _____ Date _____

\$25.00
CC 3358
8-16-18

AW

APPLICATION FOR A LOCAL PERMIT

City of Fargo
Rev. 07-2015

Name of Non-profit Organization <u>Fargo Moorhead Derby Girls</u>		Date(s) of Activity <u>9/15/18</u> to <u>9/15/18</u>	
Person-Responsible for the Gaming Operation <u>Elizabeth Mieke</u>		Title <u>Treasurer</u>	Business Phone Number <u>(218) 979-9303</u>
Business Address <u>3302 Interstate Blvd</u>	City <u>Fargo</u>	State <u>ND</u>	Zip Code <u>58103</u>
Mailing Address (if different) <u>PO BOX 10644</u>	City <u>Fargo</u>	State <u>ND</u>	Zip Code <u>58106</u>
Name of Site Where Game(s) will be Conducted <u>Southwest Hockey Arena</u>		Site Address <u>4404 23rd Ave SW</u>	
City <u>Fargo</u>	State <u>ND</u>	Zip Code <u>58103</u>	County <u>Cass</u>
Check the Game(s) to be Conducted: <input type="checkbox"/> Bingo <input type="checkbox"/> Raffle Boards <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
<u>50/50 raffle</u>	<u>cash</u>	<u>\$ 200</u>			\$
Total:					(Limit \$12,000 per year) \$ <u>200.00</u>

Intended uses of gaming proceeds: Give to the special olympics

Does the organization presently have a state gaming license? No Yes - If "Yes," the organization is not eligible for a local permit and should call the Office of Attorney General at 1-800-326-9240.

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ 100. This amount is part of the total prize limit of \$12,000 per year.

PRIZE RESTRICTIONS:

A single cash prize cannot exceed \$6,000 and the total cash prizes for a raffle cannot exceed \$6,000 in one day.
The retail value of a merchandise prize cannot exceed \$6,000.
The total of all cash prizes and retail value of all merchandise prizes for all games cannot exceed \$12,000 per year.
If the value of the planned cash and merchandise prizes exceeds \$12,000, the organization must reduce the prizes to this limit or apply for a state license with the Office of Attorney General

Signature of Organization's Top Executive Official <u>[Signature]</u>	Date <u>8/16/18</u>	Title <u>Treasurer</u>	Day time Phone Number <u>218-979-9303</u>
--	------------------------	---------------------------	--



APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT
 OFFICE OF ATTORNEY GENERAL
 SFN 9338 (08/2016)

525.00
 V128
 8-17-18

Ad

Application for: Local Permit Charity Local Permit (one event per year)

Name of Non-profit Organization Ava Berthaume Cover Benefit		Date(s) of Activity Upon Approval 9/29/18	For a raffle, provide drawing date(s): 9/29/18	
Person Responsible for the Gaming Operation and Disbursement of Net Income Ashley Ruther		Title Mother	Business Phone Number 218-252-8061	
Business Address 514 3rd Ave NW		City West Fargo	State ND	Zip Code 58078
Mailing Address (if different)		City	State	Zip Code
Name of Site Where Game(s) will be Conducted The Bowler Inc.		Site Address 2630 University Dr		
City Fargo	State ND	Zip Code 58103	County Cass	
Check the game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input checked="" type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *				

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle	55 inch TV	285			
	Amazon echo	85			
	IPad	299			
Raffle Board	(20) gift cards Food	675			
Raffle	Taste of Fargo gift cards	245			
Raffle Board	services (gift cards)	515			
Raffle	5 frozen Beer Party	300			
Total:					(Limit \$12,000 per year) \$ 2404

Intended uses of gaming proceeds: **Ava's medical supply/treatment expenses**

Does the organization presently have a state gaming license? No Yes - If "Yes," the organization is not eligible for a local permit or charity local permit and should call the Office of Attorney General at 1-800-326-9240.

Has the organization received a charity local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," the organization does not qualify for a local permit or charity local permit.

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ _____. This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official Ashley Ruther	Date 8/21/18	Title Mother	Business Phone Number 218-252-8061
--	------------------------	------------------------	--



(Ae)

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

\$25.00
cc
8-17-18

Application for: Local Permit * Charity Local Permit (one event per year)

Name of Non-profit Organization Jeff Mckinnon Benefit		Date(s) of Activity 9/1/2018 to 9/29/2018		For a raffle, provide drawing date(s): 9/1, 9/15, 9/22 and 9/29	
Person Responsible for the Gaming Operation and Disbursement of Net Income Jason Boutwell		Title <i>Benefit Account Mgr - Organizer</i>		Business Phone Number (701) 373-7719	
Business Address 2625 41st Street South		City Fargo		State ND	Zip Code 58103
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted Fargodome		Site Address 1800 N University Drive			
City Fargo		State ND	Zip Code 58102	County Cass	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.					
<input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input checked="" type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle Board (4)	Cash	\$550.00			
Total:					(Limit \$12,000 per year) \$ 2,200.00

Intended uses of gaming proceeds: Proceeds will be donated to the Jeff McKinnon Benefit Fund at Bell Bank

Does the organization presently have a state gaming license? No Yes - If "Yes," the organization is not eligible for a local permit or charity local permit and should call the Office of Attorney General at 1-800-326-9240.

Has the organization received a charity local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," the organization does not qualify for a local permit or charity local permit.

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ _____. This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official Jason R. Boutwell	Date 8/21/18	Title Benefit Organizer	Business Phone Number 701-373-7719
---	-----------------	----------------------------	---------------------------------------



APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

40

\$25.00
11078
8-17-18

Application for: Local Permit * Charity Local Permit (one event per year)

Name of Non-profit Organization Fargo-moorhead Usbc Association		Date(s) of Activity 10/1/2018 to 5/31/2019		For a raffle, provide drawing date(s):	
Person Responsible for the Gaming Operation and Disbursement of Net Income Nadine Swee		Title President		Business Phone Number (701) 361-7983	
Business Address 5595 Justice Dr S		City Fargo		State ND	Zip Code 58104-9010
Mailing Address (if different) Po Box 6405		City Fargo		State ND	Zip Code 58104-6405
Name of Site Where Game(s) will be Conducted Red River Lanes		Site Address 707 28 Ave N			
City Fargo		State ND	Zip Code 58102	County Cass	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit. <input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input checked="" type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
50/50 Raffle	50% of the money	2,000			
Total:					(Limit \$12,000 per year) \$ 2,000.00

Intended uses of gaming proceeds: The proceeds will be used to fund the FM Youth Scholarship program. This allows youth bowlers to earn scholarship money through the sport of bowling.

Does the organization presently have a state gaming license? No Yes - If "Yes," the organization is not eligible for a local permit or charity local permit and should call the Office of Attorney General at 1-800-326-9240.

Has the organization received a charity local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," the organization does not qualify for a local permit or charity local permit.

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ _____. This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official <i>Nadine Swee</i>	Date 8/15/2018	Title President	Business Phone Number (701) 361-7983
--	--------------------------	---------------------------	--



APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT
 OFFICE OF ATTORNEY GENERAL
 SFN 9338 (08/2016)

\$25.00
 cc
 8-23-18

(Handwritten initials: Ai)

Application for: Local Permit * Charity Local Permit (one event per year)

Name of Non-profit Organization North Dakota Long Term Care Association		Date(s) of Activity 9/11/2018 to 9/13/2018		For a raffle, provide drawing date(s): 9/13/2018	
Person Responsible for the Gaming Operation and Disbursement of Net Income Erin Keen		Title Education Ast		Business Phone Number (701) 354-9775	
Business Address 1900 N. 11th St.		City Bismarck		State ND	Zip Code 58501-1914
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted Holiday Inn Fargo		Site Address 3803 13th Ave S			
City Fargo		State ND	Zip Code 58103-3301	County Cass	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.					
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle	Giving Basket	\$100.00	Raffle	Game Basket	\$100.00
Raffle	GameNight Basket	\$100.00	Raffle	Golf Basket	\$100.00
Raffle	CarringtonBasket	\$100.00	Raffle	Movie Basket	\$100.00
Raffle	NDSU Basket	\$100.00	Raffle	Food Basket	\$100.00
Raffle	Relax Basket	\$100.00	Raffle	Craft Basket	\$100.00
Raffle	Prize Basket	\$100.00			
Raffle	Coffee Basket	\$100.00			
Raffle	Wine Basket	\$100.00			
Raffle	Toy Basket	\$100.00			
Total:					(Limit \$12,000 per year) \$ 1,400.00

Intended uses of gaming proceeds: Grant wishes to the residents in long term care facilities in the state

Does the organization presently have a state gaming license? No Yes - If "Yes," the organization is not eligible for a local permit or charity local permit and should call the Office of Attorney General at 1-800-326-9240.

Has the organization received a charity local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," the organization does not qualify for a local permit or charity local permit.

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ _____. This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official <i>Shelly Peterson</i>	Date 8/23/2018	Title President	Business Phone Number (701) 354-9773
--	-------------------	--------------------	---

5

August 20, 2018

Board of City Commissioners
City Hall
200 3rd Street North
Fargo, ND 58102

RE: Storm Water Utility Fee

Dear Commissioners:

I am before you today seeking permission to engage the City Attorney's Office to draft ordinance revisions to assist in the collection of the proposed storm water utility fee as presented to you in the preliminary budget, as well as provide a collection means for all other utility fees and similar services provided to the property owners. By way of example, the new storm water utility fee is proposed to be billed to the property owner regardless of whether the property is serviced by city water or sanitary sewer. An example may be parking lots with a high impervious surface amount resulting in above average storm sewer utilization, yet do not have any other city services. Under this scenario, an amended ordinance would permit any unpaid utility fees to be added to the property taxes, after notice and hearing, similar to the nuisance abatement statutory mechanism. The contemplated ordinance revision would be applicable to all utility services provided by the city, including water, sanitary sewer, street lighting, vector control, garbage and forestry.

Additionally, water service contracted in a tenant's name are often delinquent and difficult to collect. An ordinance revision making the tenant and owner jointly and severally

liable for city provided service would alleviate this collection, and would further allow the balance be added to the property taxes due in the event of default.

Recommended Motion: I move to direct the City Auditor work with the City Attorney to draft an ordinance to establish joint and several liability for tenants and owners with respect to City provided utility services, and further draft an ordinance authorizing the addition of unpaid utility bills to the property tax of the benefitting property.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Sprague". The signature is written in a cursive, flowing style.

Steve Sprague

**MEMORANDUM**

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor **SS**

SUBJECT: Merchant Credit Card Processing RFP (RFP 18207)

DATE: August 20, 2018

The City of Fargo advertised for a Merchant Credit Card Processing RFP. The proposals were considered and evaluated with the recommendation to remain with Heartland Payment Systems. The RFP award was approved at the August 13, 2018 City Commission meeting.

Presented to you today is the contract for merchant card processing with Heartland Payment Systems. Approval of this contract will allow staff to take the steps necessary to transition to the latest technology available offered by Heartland Payment Systems.

Recommended Motion:

Move to approve the contract for merchant card processing with Heartland Payment Systems, until August 31, 2022, subject to final legal review.

GOVERNMENT AND PUBLIC EDUCATION CREDIT/DEBIT CARD PROCESSING AGREEMENT

TERMS & CONDITIONS

1. Services

HPS will, during the term of this Agreement and pursuant to its terms and conditions, (a) be responsible for and will settle funds with the Merchant; (b) provide the following payment processing solutions to the Merchant: (i) Web Payment Solutions; (ii) Cashiering Payment Solutions as may be selected by Merchant on the Merchant Application.

2. Definitions

- 2.1 **“Account”** means a commercial checking account maintained by Merchant for the crediting of collected funds and the debiting of fees and charges pursuant to the terms of this Agreement.
- 2.2 **“ACH”** means the Automated Clearing House service offered by the Federal Reserve.
- 2.3 **“Agreement”** means this Merchant Processing Agreement, the Merchant Application and the Addendum, as applicable. This contract incorporates the Merchant Processing Agreement, the Merchant Application, and the Addendum, as applicable, by reference, with the same force and effect as if it were given in full text. Upon request, HPS will make their full text available.
- 2.4 **“Authorization”** means the act of obtaining approval from the Card Issuer for an individual Transaction.
- 2.5 **“Card”** means a valid credit, debit, charge or other payment card accepted by Merchant under this Agreement with HPS.
- 2.6 **“Card Schemes” used interchangeably with Card Brands** means Visa U.S.A., Inc., Visa International, Inc., MasterCard International, Inc., Discover Financial Services or any other Card Issuer that provides Cards that are accepted by Merchant under this Agreement with HPS, including on-line debit card Transactions and on-line debit networks.
- 2.7 **“Card Issuer”** means the financial institution or company that has provided a Card to the Cardholder.
- 2.8 **“Cardholder” used interchangeably with Card Member** means the person or Card Member whose name is embossed upon the face of the Card.

- 2.9 **“Card-Not-Present Transaction”** means any Transaction for which required data is not electronically captured by reading information encoded in or on the Card and includes mail order, telephone order and Internet Transactions.
- 2.10 **“Cashiering Payment Solution”** means an automated solution which will allow Cardholders to pay Merchant via an HPS-provided virtual terminal or physical terminal.
- 2.11 **“Chargeback”** means the procedure by which (i) a sales Transaction (or disputed portion thereof) is returned to HPS by a Card Issuer because such item does not comply with the Card Issuer’s applicable rules or operating regulations or for any other reason as provided in this Agreement and (ii) the Merchant’s Account is debited for such return.
- 2.12 **“Convenience Fee”** means a fee charged to a consumer that will cover the costs of providing the convenient alternative payment solutions such as the Web Payment Solution and certain Cashiering Solutions.
- 2.13 **“Credit Voucher”** means a document or transaction executed by Merchant evidencing any refund or price adjustment relating to products or services to be credited to a Cardholder account.
- 2.14 **“Debit Networks”** means the authorization networks utilized by Merchant for PIN Debit Transactions.
- 2.15 **“EMV Card”** refers to a form of smart payment card with technical standards originally created by Europay, MasterCard and Visa (EMV) embedded with a chip containing encrypted Cardholder account information, which is readable by an EMV-enabled device. An EMV Card may be used by: (1) inserting it into a card reader that is integrated with a point of sale system; or (2) by tapping it against a point of sale device’s contactless reader. Visit <http://www.emv-connection.com/> for more information on EMV.
- 2.16 **“EMV Transaction”** means the electronic acceptance of an EMV Card’s chip data by point of sale equipment or other electronic payment device at the time of Sale, and the inclusion of that data with the electronic submission of the Sale. Only a “Card Swipe”, “EMV Transaction” or its manual equivalent, an “Imprint”, is acceptable by the Card Scheme as proof that the Card was present at the time of the Sale.
- 2.17 **“HPS”** means collectively Heartland Payment Systems, Inc., and its sponsoring banks, and other vendors and subcontractors.
- 2.18 **“Member Sponsor Bank”** is a bank that has obtained a membership with the Card Brands to allow processor access to the Card Brand Networks.
- 2.19 **“Merchant”** generally means the party identified as the recipient of this Agreement. It can cover the merchant itself and any third party that may be associated with them (i.e. VARs, gateway providers etc.).

- 2.20 **“MCC” also known as “Merchant Category Code”** is a 4 digit number used to describe the Merchants primary business.
- 2.21 **“Outbound Telemarketing Transaction”** means a transaction in which a sale of products or services results from a Merchant-initiated contact with a Cardholder via a telephone call, or a mailing (other than a catalog) that instructs the Cardholder to call the Merchant.
- 2.22 **“Pass Through”** means charging the Merchant the precise amount of monies designated as Interchange, Costs, Dues, Assessments and Fees as per the Card Schemes. Pass Thru or Pass Through means no mark-ups are taken by the Payment Processor or any other party when Interchange, Dues, Fees, Costs and Assessments are collected from the Merchant.
- 2.23 **“Payment Facilitator”** is a merchant of record who facilitates transactions on behalf of a sub-merchant whose volume is less than USD 100,000 in MasterCard and Maestro volume combined.
- 2.24 **“Payment Service Provider (PSP)”** is an entity contracting with a Visa, Discover or American Express member to provide payment services to sponsored merchants. The new term PSP replaces the old terminology IPSP which now includes all commerce type aggregation, including face-to-face in addition to ecommerce merchant aggregation.
- 2.25 **“Products”** means all goods and payment services that are sold or offered by the Merchant.
- 2.26 **“Rules”** means the operating regulations, requirements terms and conditions of the Card Schemes presently in effect and as they may be amended from time to time.
- 2.27 **“Sales Draft”** means an electronic receipt evidencing a sales Transaction.
- 2.28 **“Sub-merchant”** is a customer conducting business through a Third Party relationship acting as a Payment Facilitator (PF) or Payment Service Provider (PSP).
- 2.29 **“Third Party Agent (TPA)”** means entities that have been engaged by a Merchant or a member to perform contracted services on behalf of that Merchant or member, including value add resellers (VARs) and payment gateway providers.
- 2.30 **“Transaction”** means any retail sale of Products or Services, or credit therefore, from a Merchant for which the customer makes payment using any Card presented to HPS for payment.
- 2.31 **“Virtual Terminal”** means a credit Card processing equipment on a secure server on the Internet whereby Merchant can key enter credit Card Transactions manually.
- 2.32 **“Voice Authorization”** means an Authorization obtained by a direct-dialed telephone call.

- 2.33 “Web Payment Solution” may be used interchangeably with “Heartland/TouchNet Hosted Website” and means an automated solution that will allow Cardholders to pay a Merchant on a hosted website.

3. Data Security Requirements

- 3.1 The PCI Security Standards Council (“PCI SSC”) was founded by American Express, Discover Financial Services, JCB, MasterCard Worldwide and Visa, Inc. All five founders agreed to incorporate PCI Data Security Standards (“PCI DSS”) as the technical requirements of each of their data security compliance programs. The PCI SSC is responsible for the Payment Application Data Security Standard (“PA-DSS”) and PIN Transaction Security Requirements for PIN-Entry Devices (“PED”).

More information, including the complete PCI DSS specifications can be found at www.pcisecuritystandards.org.

Each of the Card Schemes has requirements based on PCI DSS that define a standard of due care and enforcement for protecting sensitive information. Merchant must meet the compliance validation requirements defined by the Card Schemes available at:

www.visa.com/cisp

www.mastercard.com/sdp

www.discovernetwork.com/fraudsecurity/disc.html

www.americanexpress.com/datasecurity - For American Express Direct Merchants Only.

The Card Schemes or HPS may levy fines, suspend or terminate services, or impose other restrictions if it is determined that Merchant is not compliant with applicable security standards. Merchant is responsible for all fines and fees assessed by any Card Scheme in connection with violation of data security standards.

4. Rights, Duties, and Responsibilities of Merchants

- 4.1 Merchant agrees that during the term of this Agreement HPS/TouchNet shall be the primary provider for all payment processing services provided hereunder.
- 4.2 Merchant’s policy for the adjustment of payment rendered shall be disclosed to the Cardholder before a Card sale is made. If Merchant does not make these disclosures, a full refund in the form of a credit to the Cardholder’s Card account must be given. In no circumstances shall any cash refunds be given on any item originally charged to a card.
- 4.3 MERCHANT ACKNOWLEDGES THAT AN AUTHORIZATION DOES NOT CONSTITUTE (A) A WARRANTY THAT THE PERSON PRESENTING THE CARD IS THE RIGHTFUL CARDHOLDER, OR (B) A PROMISE OR GUARANTEE BY HPS THAT IT WILL PAY OR ARRANGE FOR PAYMENT TO MERCHANT FOR THE AUTHORIZED TRANSACTION. AN AUTHORIZATION DOES NOT PREVENT A

SUBSEQUENT CHARGEBACK OF AN AUTHORIZED TRANSACTION PURSUANT TO THIS AGREEMENT.

- 4.4 Merchant shall at all times maintain a direct deposit account (the "Account" or "DDA"), in good standing, at a bank that is a Receiving Depository Financial Institution (RDFI) of the Federal Reserve Bank ACH System or other ACH settlement network. Merchant agrees that all credits for collected funds shall be made automatically to the Account. Merchant also agrees that it is responsible for all fines, fees, Chargebacks, Credit Vouchers, payments and adjustments and other amounts due under the terms of this Agreement (including but not limited to attorneys fees and early termination charges) which shall be automatically made to the Account. Merchant shall not close, restrict or change the Account without prior written approval from HPS. Merchant agrees to pay HPS a twenty-five dollar (\$25.00) fee on all returned ACH items. Merchant is solely liable for all fees and all overdrafts, regardless of cause. HPS shall have the unlimited right to debit without prior notice, any Account containing funds for the purpose of satisfying any liability incurred on behalf of Merchant.
- 4.5 Merchant shall not deposit any Transaction for the purpose of obtaining or providing a cash advance, or make a cash disbursement to any other Cardholder (including Merchant when acting as a Cardholder), or receive monies from a Cardholder and subsequently prepare a credit to Cardholder's account.
- 4.6 As partial consideration for this Agreement, Merchant expressly authorizes HPS to change the Member Sponsor Bank providing settlement services to Merchant. Merchant agrees to execute all necessary documents enabling HPS to effect such change, as may be required by HPS.
- 4.7 Intentionally Removed
- 4.8 Merchant shall give HPS immediate written notice of any complaint, subpoena, Civil Investigative Demand or other process issued by any state or federal governmental entity that alleges, refers or relates to any illegal or improper conduct of Merchant. Failure to give such notice shall be deemed to be a material breach of this Agreement.
- 4.9 Merchant shall not be assessed a Chargeback Fee for the first three Chargeback requests processed in any twelve month period beginning with the Merchant's anniversary date. Once three Chargeback requests have been submitted by the Card Scheme or Bank in any such 12 month period, HPS shall bill the Chargeback Fee applicable at that time. For purposes of this Section 4.9, the anniversary date shall be the date of Merchant's first deposit with HPS unless otherwise designated by HPS.
- 4.10 Merchant shall ensure HPS has the correct business taxpayer ID ("TIN") and legal name on file for Form 1099-K tax reporting purposes. Any merchant reporting an invalid TIN and legal name combination is subject to backup withholding of an amount as defined by applicable state tax and IRS regulations.

- 4.11 Merchant shall at all times comply with the Rules and operating regulations of each of the Card Schemes and American Express as well as all applicable federal, state, and local, rules and regulations. Moreover, in the event of Merchant's non-compliance, Merchant accepts the responsibility for the payment of any and all fees and penalties levied because of its non-compliance.
- 4.12 Merchant agrees that it will not knowingly introduce into HPS' System any virus, "time bomb", or any other contaminant, including but not limited to, codes, commands, or instructions that could damage or disable HPS' System or property.
- 4.13 Merchant shall assume responsibility for managing the repair of problems associated with Merchant's own telecommunications and processing system (both hardware and software), including terminals.
- 4.14 MSP/TPA/PSP/PF must comply with all Rules as set forth in this Agreement and the following websites:
- http://usa.visa.com/merchants/risk_management/thirdparty_agents.html
 - http://www.mastercard.com/us/merchant/pdf/BMEntire_Manual_public.pdf
- 4.15 Payment Service Provider (PSP)/ Payment Facilitator (PF) agrees to promptly disclose to their Sub-merchant any new or increased Card Scheme related Dues, Assessments and Fees, including but not limited to Convenience fees, in accordance to the contracted services performed by the Merchant.
- 4.16 Merchant must meet requirements as defined by the Card Schemes. Information is available at:
- www.visa.com
 - www.mastercard.com
 - www.discovernetwork.com
 - www.americanexpress.com/merchantopguide - For American Express OptBlue Program Merchants Only.
 - www.americanexpress.com - For American Express Direct Merchants Only.

5. Debit Card Processing

- 5.1 Merchant understands and agrees that HPS and Bay Bank, FSB or any other bank to which this agreement is assigned is a sponsored affiliate or member of each debit network and HPS is a service provider for processing Merchant's debit card Transactions pursuant to the terms herein.
- 5.2 Any claims Merchant may have regarding Debit services may not be offset against Bankcard sales.

- 5.3 Debit transactions are governed by network regulations as well as federal and state laws and regulations, including but not limited to the Electronic Funds Transfer Act, and Regulation E, pursuant to which consumers may have up to ~~sixty-fourty eight (4860)~~ days to dispute a Transaction. Merchant shall comply with all applicable federal, state and local laws and regulations.

6. Fees

- 6.1 HPS may amend the Fees set forth in the Merchant Application as follows: If Convenience Fees are fixed, then HPS may amend such Fees if (i) any Card Scheme or third party changes its fees with HPS or (ii) the average ticket size increases from the average ticket size of the previous thirty (30) day period. If Convenience Fees are percentage-based, then HPS will only amend such Fees if any Card Scheme or third party changes its fees with HPS. The amended Fees shall be effective on the date specified in a written notice thereof, which date shall not be fewer than fifteen (15) days after the date of notice. Merchant shall attach each such revised Schedule of Fees, or written notice to the Merchant's copy of this Agreement.
- 6.2 Merchant shall pay all applicable sales taxes for services and products provided by HPS.
- 6.3 Merchant shall pay such fees and charges as may be set by HPS for any requested system enhancements or services in addition to those specified herein or in the Application or as may be requested by applicable law or changes in Card Scheme Rules.

7. Rights, Duties and Responsibilities of HPS

- 7.1 Merchant acknowledges that HPS may provide payment transaction processing services hereunder through contracts or subcontracts with third parties engaged in the business of transaction processing and authorizations, and specifically authorizes such third parties to exercise all of the rights of HPS hereunder. Upon request in writing by Merchant, HPS will identify the third parties involved in Merchant's processing.
- 7.2 HPS may, through its performance of the Services, provide Merchant with access to equipment and other hardware, software, including interface applications, processes and other such tangible or intangible property of HPS. HPS retains all ownership rights to such property and does not provide any license or any other use other than as specifically set forth herein.
- 7.3 HPS will accept all Sales Drafts deposited by Merchant that comply with the terms of this Agreement. HPS will pay to Merchant the total face amount of each Sales Draft, less any Credit Vouchers, or adjustments determined. All payments, credits and charges are subject to audit and final review by HPS and prompt adjustment shall be made as required. Notwithstanding any other provision in this Agreement, HPS may refuse to accept any Sales Draft, revoke its prior acceptance, or delay processing of any Sales Draft for any

reasonable period of time, as HPS deems necessary and appropriate. HPS shall have no liability to Merchant for additional charges, higher rates, or any other loss, expense or damage Merchant may incur directly or indirectly due to any such refusal, revocation or delay.

- 7.4 HPS will accept all customer service calls and other communications from Merchant, relating to the services provided under this Agreement including, but not limited to, equipment service, disbursement of funds, account charges, Merchant statements and Chargebacks. Merchant waives any claim relating to amounts charged to Merchant or amounts paid to unless presented within forty-five (45) days of statement date.
- 7.5 HPS will process all requests for Sales Drafts and Chargebacks from Card Issuers and will provide Merchant with prompt notice of requests and Chargebacks.

8. Chargebacks

- 8.1 Merchant agrees to pay HPS the actual amount of any Transaction processed by HPS pursuant to this Agreement whenever any Card or Debit Transaction is reversed.
- 8.2 Merchant agrees to pay HPS any fees or fines imposed on HPS resulting from Chargebacks and any other fees or fines imposed with respect to or resulting from acts or omissions of Merchant.
- 8.3 HPS agrees to mail or electronically transmit all Chargeback documentation to Merchant promptly at Merchant's address shown in the Application. Merchant is responsible for verifying its monthly statement and its daily deposit for Chargebacks and Chargeback handling fees pursuant to this Agreement. Merchant shall notify HPS in writing within forty-five (45) days after any debit or credit is or should have been affected. If Merchant notifies HPS after such time, HPS shall not have any obligation to investigate or effect any such adjustments. Any voluntary efforts by HPS to assist Merchant in investigating such matters after the 45 day notification has expired, shall not create an obligation to continue such investigation or any future investigation. Merchant must provide all information requested by HPS by the time specified in a request for information; failure to do so shall constitute a waiver by Merchant of its ability to dispute or reverse a Chargeback or other debit, and Merchant shall be solely responsible. If HPS elects, in its sole discretion, to take action on a Chargeback or other debit after the time specified to respond has expired, Merchant agrees to pay all costs incurred by HPS. Merchant agrees to pay HPS a processing fee for Sales Draft retrieval requests at HPS discretion.

9. Limitation of Liability: Due Care

- 9.1 Except as provided in section 9.4 hereof, HPS's sole liability to Merchant hereunder shall be to correct, to the extent reasonably practical, errors that have been caused by HPS, except that any claim by the Merchant relating to statement accuracy or amounts owed by HPS to the Merchant is waived unless presented within forty-five (45) days of statement date.
- 9.2 No claim for damages for any performance or failure of performance by HPS under this Agreement shall exceed the Convenience Fee amount and any other fees or charges paid to HPS in connection with the Card Transaction that is the subject of the alleged failure of performance.
- 9.3 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INDIRECT, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, REVENUES, AND BUSINESS OPPORTUNITIES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. Without limitation of the foregoing, HPS shall not be liable to Merchant for delays in data transmission. Merchant acknowledges that any losses pursuant to this Agreement are commercial in nature.
- 9.4 HPS MAKES NO WARRANTY WHATSOEVER REGARDING CARD AUTHORIZATIONS, DECLINES OR REFERRAL CODES, RESPONSES TO REQUESTS FOR AUTHORIZATION, PROCESSING, SETTLEMENT, OR ANY OTHER SERVICES PROVIDED BY OR ON BEHALF OF HPS HEREUNDER, AND HPS HEREBY DISCLAIMS ANY AND ALL SUCH WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, and HPS shall have no liability to Merchant or any other person for any loss, liability or damage arising directly or indirectly in connection herewith. Without limitation of the foregoing, Merchant acknowledges that HPS has no liability or responsibility for the actions of any Card Scheme, Card Issuer or Cardholder.
- 9.5 Neither Party shall be liable for delays in processing or other non-performance caused by such events as fires; telecommunications failures; equipment failures; strikes; riots; war; non-performance of vendors, suppliers, processors or transmitters of information; acts of God or any other causes over which the Party has no control.

10. Display of Materials: Trademarks

- 10.1 If permissible under state law, Merchant agrees to prominently display the promotional materials provided by HPS in its place(s) of business or on an eCommerce site whereby Card Scheme logos must prominently be displayed. Use of promotional materials and use of any trade name, trademark, service mark or logo type ("Marks") associated with Card(s) shall fully comply with specifications contained in applicable Card Scheme operating regulations.

- 10.2 Merchant shall not use any promotional materials or Marks in any way that suggests or implies that a Card Scheme endorses Merchant's products or services.
- 10.3 Merchant agrees that it will discontinue use of any Mark of a Card Scheme wherever such Marks are displayed, including on the Merchant's website(s), once (a) the Agreement is terminated or expires or (b) Merchant discontinues acceptance of a Card or participation in a Card Scheme Program.

11. Term: Termination

- 11.1 This Agreement shall become effective upon acceptance of the first Merchant deposit by HPS and shall continue in effect for a term of ~~sixty-fourty eight~~ (48~~60~~) months therefrom. Thereafter, the Agreement will automatically renew for additional twelve (12) month periods unless terminated by any party by giving ninety (90) days written notice prior to the end of any term, except that in case of an Event of Default by Merchant or as required by a Card Scheme, this Agreement may be terminated by HPS immediately, and HPS shall give Merchant written notice within ten (10) days thereafter.
- 11.2 In the event HPS fails to provide the Services as stated herein, prior to exercising any right of termination, Merchant must (i) notify HPS of such breach; (ii) give HPS a reasonable period to cure, depending on the nature of the breach. The parties shall agree on the duration of such reasonable period in writing; and if, HPS is unable to cure within such time, Merchant may terminate the Agreement subject to the terms herein.
- 11.3 If any of the following events shall occur (each an "Event of Default"):
- (i) Merchant shall default in any material respect in the performance or observance of any term, covenant, condition or agreement contained in this Agreement; or
 - (ii) A reasonable belief by HPS that Merchant will constitute a risk to HPS by failing to meet the terms of this Agreement; or
 - (iii) Material adverse change in the business, financial condition, business procedure or services of Merchant; or
 - (iv) any information contained in the Application was or is incorrect in any material respect, is incomplete or omits any information necessary to make such information and statements not misleading to HPS; or
 - (v) irregular Card sales or credits by Merchant, Card sales substantially greater than the average ticket amount stated on Merchant's Application, excessive Chargebacks or any other circumstances which in the sole discretion of HPS, may increase the risk of Merchant Chargebacks or otherwise present a financial or security risk to HPS; or
 - (vi) reasonable belief by HPS that Merchant is engaged in practices that involve elements of fraud or conduct deemed to be injurious to Cardholders, including, but not limited to fraudulent, prohibited or restricted Transaction(s); or

- (vii) any voluntary or involuntary bankruptcy or insolvency proceedings involving Merchant, its parent or an affiliated entity, or any other condition that would cause HPS to deem Merchant to be financially insecure; or
- (viii) Merchants engages in any Outbound Telemarketing Transactions; or
- (ix) Merchant or any other person owning or controlling Merchant's business is or becomes listed in any Card Scheme's security reporting;

Then, upon the occurrence of any Event of Default, all amounts payable hereunder by Merchant to HPS shall be immediately due and payable in full.

- 11.4** In the event of termination, regardless of cause, Merchant agrees that (a) all obligations and liabilities of Merchant with respect to any Sales Draft or Credit Voucher presented prior to the effective date of termination shall survive such termination and expressly authorizes HPS to withhold and discontinue the deposit to Merchant's Account for all Card and other payment transactions of Merchant in the process of being collected and deposited; and (b) it will discontinue all use of Marks of a Card Scheme or HPS.
- 11.5** Merchant agrees that all obligations incurred or existing under the terms of this Agreement as of the date of termination, shall survive such termination. After the termination or expiration of the terms of the agreement, Client shall discontinue using and shall remove all hyperlinks, signs, displays or other materials containing the name or logo of HPS/TouchNet and/or its suppliers.
- 11.6** Neither the expiration nor termination of this Agreement shall terminate the obligations, or rights of the parties pursuant to provisions of the Agreement, which by their terms are intended to survive or be perpetual or irrevocable.
- 11.7** If any Event of Default shall have occurred and be continuing, HPS may, in its sole discretion, exercise all of its rights and remedies under in equity, contract or applicable law, including, without limitation, those provided in this Agreement.
- 11.8** The provisions governing processing and settlement of Card Transactions, all related adjustments, fees and other amounts due from Merchant and the resolution of any related Chargebacks, will continue to apply after termination of this Agreement until all Card Transactions made prior to such termination are settled or resolved. Upon termination of this Agreement, Merchant agrees to promptly send HPS all data relating to Card Transactions made to the date of termination.

12. Terminated Merchant File

- 12.1** If Merchant is terminated for any of the reasons specified as cause by Visa, MasterCard and Discover Network, HPS may report Merchant's business name and the names and other identification of its principals to the Terminated Merchant File. Merchant expressly agrees and consents to such reporting, and HPS shall have no liability to Merchant for any loss, expense or damage Merchant may sustain directly or indirectly due to such reporting.

13. Notices

- 13.1** All notices and other communication required or permitted under this Agreement shall be deemed delivered when mailed first-class mail, postage prepaid, addressed to the Merchant at the address stated in the Application and to HPS at the address set forth below, or at such other address as the receiving party may have provided by written notice to the other:

Heartland Payment Systems

Attn: Customer Care
One Heartland Way
Jeffersonville, IN. 47130
1 (888) 963-3600

Member Bank Sponsors

Issues Regarding Credit Cards

Barclay Bank

125 South West Street
Wilmington, DE 19801
Phone #: 1 (201) 622-8990

The Bancorp Bank

409 Silverside Road, Suite 105
Wilmington, DE 19809
Ph #: 1 (302) 385-5000

Wells Fargo Bank, N.A.

1200 Montego
Walnut Creek, CA 94598
Phone #: 1 (925) 746-4167

Issues Regarding Debit Cards

Bay Bank

7151 Columbia Gateway Drive
Suite A
Columbia, MD 21046

14. Additional Terms

- 14.1 Truth of Statements:** Merchant represents to HPS that all information and all statements contained in the Application are true and complete and do not omit any information necessary to make such information and statements not misleading to HPS.

- 14.2 Entire Agreement:** This Agreement constitutes the entire understanding of HPS and Merchant and supersedes all prior agreements, understanding, representations, and negotiations, whether oral or written between them.
- 14.3 Amendments:** Except as otherwise provided herein, no provision of this Agreement may be waived, amended or modified except in writing signed by an authorized representative of each party.
- 14.4 No Waiver of Rights:** Any failure of a Party hereto to enforce any of the terms, conditions or covenants of this Agreement shall not constitute a waiver of any rights under this Agreement.
- 14.5 Section Headings:** All section headings contained herein are for descriptive purposes only, and the language of such section shall control.
- 14.6 Assignability:** Neither Party hereto may assign this Agreement directly or by operation of law, without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld, Either party may assign this Agreement to a parent, subsidiary, or affiliate without the other's consent. This Agreement shall be binding upon the parties hereto, their successors and permitted assigns. Any assignment without the prior written consent of the non-assigning party shall be void.
- 14.7 Damages:** In any judicial or arbitration proceedings arising out of or relating to this Agreement, including but not limited to these actions or proceedings related to the collection of amounts due from merchant, the providing party shall recover, in addition to all damages awarded, all court costs, fees and expenses of experts.
- 14.8 Relationship of the Parties:** Nothing contained herein shall be deemed to create a partnership, joint venture or, except as expressly set forth herein, any agency relationship between HPS and Merchant.
- 14.9 Severability:** If the performance by either party of any provision of this Agreement is determined to be unlawful or in violation of any state, federal or local statute, law, ordinance, regulation or rule, or of the rules of any Card Scheme, said party shall seek to cure the illegality or violation within thirty (30) days following the date that such party is first informed of such violation or illegality. If such cure is not affected within such thirty (30) days period, the illegal or violating provision shall be null and void, and this Agreement shall remain in full force and effect and the parties shall use their best efforts to agree upon legal and non-violating substituted provisions that will serve the intent of the parties.
- 14.10 Privacy Policy:** All financial and personal information about Merchant and a Merchant's vendors and suppliers, is considered confidential data. Merchant acknowledges and agrees that this information or other personal information will be used only in connection with the services provided by HPS and third parties designated by HPS to Merchant under the terms of this agreement and the performance of this Agreement. Notwithstanding the foregoing

or anything else contained herein, Merchant information may be provided by HPS to any third party including but not limited to, Card Schemes, collection agencies, financial institutions or organizations, or merchant associations in the event of a default by merchant in any obligation under this agreement.

- 14.11 Governing Law:** This Agreement shall be construed and governed by the laws of the state of in which the government or public educational entity is located without regard to legal principles related to conflict of laws.
- 14.12 Jurisdiction & Venue:** Any suit, action or proceeding (collectively “action”) arising out of or relating to this Agreement shall be brought only in the courts of the state of which the government or public educational entity is located or in the applicable United States District Court. The parties hereto agree and consent to the personal and exclusive jurisdiction of said courts over them as to all such actions, and further waive any claim that such action is brought in an improper or inconvenient forum. In any such action, the parties waive trial by jury.
- 14.13 No Third Party Beneficiary.** Under no circumstance, shall any third party be considered a third party beneficiary of Merchant’s rights or remedies under this Agreement or otherwise be entitled to any rights or remedies of Merchant under this Agreement.
- 14.14 Changes:** HPS may change the terms of or add new terms to this Agreement at any time in accordance with applicable law. Any such changes or new terms shall be effective when notice thereof is given by HPS either through written communication or on its merchant website located at <https://infocentral.heartlandpaymentsystems.com>.
- 14.15 Public Statements.** Merchant shall obtain the prior written consent of HPS prior to making any written or oral public disclosure or announcement, whether in the form of a press release or otherwise, which directly or indirectly refers to HPS.

15. Optional Card Brand Fees:

Convenience Fee: A fee charged to the Cardholder by the Merchant for a true convenience for accepting a credit or debit card. Examples of a “true convenience” are payment through the internet, mail order or phone order. All Card Schemes allow Merchants to charge a convenience fee. All Card Schemes must be charged equally. The Merchant is required to disclose the fee to the Cardholder and provide the Cardholder with the opportunity to cancel the Transaction, if the Cardholder does not want to pay the convenience fee. In addition to the foregoing, (i) Visa requires Merchants to have a brick and mortar location in order to be allowed to charge a convenience fee; (ii) MasterCard requires processors to register any Government or Education merchant; and (iii) AMEX requires that the convenience fee be shown as a separate charge on the Cardholder’s receipt for the goods or services.

Surcharge: A charge in addition to the initial amount of the sale on a credit card to cover the Merchant's cost of acceptance. All Card Schemes allow surcharging. Visa, MasterCard and Discover require Merchants to register with the Card Schemes. The Merchant is required to disclose the fee at the entry of their establishment and at the point of sale. The cardholder must be given the opportunity to cancel the Transaction if they do not want to pay the surcharge fee. The amount of the charge cannot exceed the amount of the Merchant's discount fee on Visa, MasterCard and Discover and is capped at 4%. The surcharge must appear on the sales receipt separately from the sales amount. All Card Schemes must be charged equally. Currently there are several states that prohibit surcharging. Merchants should check their state and local laws prior to initiating a surcharge.

Service Fee: Visa allows government and education Merchants to charge a different type of fee called a "service fee". This fee is assessed for accepting payments for taxes, fees and fines for government MCCs and for tuition, room and board, lunch programs, etc. for education MCC Merchants. The service fee can be charged on credit and debit Transactions, in a face-to-face or card not present environment. The service fee must appear separate from the sales amount on the receipt. Merchants must be registered through Visa. Service fee must be disclosed prior to completion of the transaction, allowing the cardholder to cancel the Transaction if they do not wish to accept the service fee. MasterCard allows government and education merchants to charge "convenience fees" and has no separate "service fee" for these MCCs.

Other Fees: Handling fees and payment fees are allowed on all Card Schemes as long as these fees are charged on all payment channels; cash, checks, ACH, etc. These are not governed by the Card Schemes specifically. State and local laws may apply and merchants should ensure the fees are allowed in their area of business.

Revised: 02/19/16



**GOVERNMENT AND EDUCATION
MERCHANT PROCESSING AGREEMENT**

Card Only ACH Only Dual

HEARTLAND CONTACT INFORMATION

RM: Lourdes Ann Nelson/Mark Shapiro Phone: 732-332-0677 Fax: _____
Affiliate/Partner ID : _____ **Affiliate Name:** _____ **Current MID:** _____

COMPANY INFORMATION

Merchant DBA Name: City of Fargo **DBA Phone#:** 701-241-1301
Address: 200 3rd Street North **# Locations:** _____
City: Fargo **State:** ND **Zip:** 58102
CS Phone #: 701-241-1301 **Fax #:** _____
Primary Contact Name: Steven Sprague **Phone #:** 701-241-1301
Authorized to Purchase: Yes No
Secondary Contact Name: _____ **Phone #:** _____
Authorized to Purchase: Yes No
Email Address: ssprague@fargond.gov
(Heartland InfoCentral Admin User Email Address)
Email Contact: **First Name:** Steven **Last Name:** Sprague
Website Address: www.fargond.gov
Legal Name: City of Fargo **Federal Tax ID / EIN:** _____
(Please Complete – Must correspond with IRS Filing Name) (Must correspond with Legal Name)
Address: same **Phone #:** _____
City: _____ **State:** _____ **Zip:** _____

CARD FEE SCHEDULE

Service Requested	Discount Rate	Discount Per Item	Trans Fee Dial	Trans Fee IP	Annual Volume:	Average Ticket:
Visa	0.20 %	\$	\$ 0.055	\$ 0.055	\$ 2,500,000	\$ 100
MasterCard	0.20 %	\$	\$ 0.055	\$ 0.055	<input checked="" type="checkbox"/> Service Fee (Pass Through/Single Transaction)	<input checked="" type="checkbox"/> COST PLUS
Discover/JCB	0.20 %	\$	\$ 0.055	\$ 0.055		
PayPal	%	\$	\$	\$		
PIN Debit*			\$	\$	*Plus Applicable Debit Network Fees	
TSYS Authorization			\$	\$		
American Express	0.20 %	\$	\$ 0.055	\$ 0.055	Annual Volume: \$ 100,000	Average Ticket: \$ 100
					Note: OptBlue Annual Processing Volume > \$1 Million must go Direct	
					<input checked="" type="checkbox"/> OptBlue	
					<input type="checkbox"/> I opt out of receiving marketing material from American Express	
American Express Merchant #:			American Express Franchise Name:		Franchise CAP #:	

RECURRING FEES

Chargeback Fee: \$25 Bolletta Fee: \$0 Voice Auth Fee: \$0.65 SRM Fee: \$33.50

INTERCHANGE QUALIFICATION CARD ACCEPTANCE DEPOSIT METHOD SETTLEMENT

MOTO/Internet All Cards Accepted Standard Monthly
 Retail Daily Net
 Small Ticket Daily Split

SALES METHOD CARD PROCESSING METHOD

On Premise Face to Face Sales	10.9 %	Mail Order Sales	%	Card Swipe	10.9 %
Off Premise Face to Face Sales	%	Real-Time Internet	%	Keyed / Card Not Present	%
Inbound Telephone Order Sales	%	Internet (keyed)	%	Total = 100%	
Outbound Telephone Order Sales	%	Recurring Billing	%		
				Total = 100%	

What percentage of your Bankcard volume is future delivery 0 %

ACH FEE SCHEDULE				
Enable ACH Account Verification: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Please provide the expected ACH data below.	
Fee Type	Dollar	Percentage	Annual ACH Volume	\$ 1,000,000
<input checked="" type="checkbox"/> Transaction Fee	\$ 1.59	%	Average ACH Ticket Amount	\$ 200
<input type="checkbox"/> Service Fee	\$	%	Average Number of ACH Transaction per Month	400
<input checked="" type="checkbox"/> Return Item Fee	\$5.00		High ACH Ticket Amount	\$ 10000
<input type="checkbox"/> Re-presentation Fee*	\$2.00		High Ticket Frequency	1/yr
*Re-presentation (Limitation of 2 per NACHA guidelines)			Max ACH Limit	\$ 10000
Note: For High Ticket Transactions, an additional 15bp will be assessed on the amount above \$10,000.				

ACH PROCESSING METHOD				
Note: Must equal 100%		Single ACH Debit	Recurring ACH Debit	Credit
CCD (Corporate Credit or Debit)		%	%	%
PPD (Prearranged Payment and Deposit)		%	%	%
TEL (Telephone)		%		
WEB		100 %	%	%
<input checked="" type="checkbox"/> ACH Debit (PPD/CCD/WEB)		<input type="checkbox"/> ACH Conversion – Certification Required (BOC/ARC/POP)		
<input type="checkbox"/> ACH TEL (IVR / Other TEL Entry Types*)		Terminal Type:		
Vendor: <input type="checkbox"/> Heartland <input type="checkbox"/> Third Party:		Check Reader/Imager:		
*Merchant can accept ACH payments via Cashier/Virtual terminal; however, call must be recorded and be available as proof of authorization.		Virtual Terminal:		
		Number of Terminals:		

ACH DESCRIPTOR
Phone number as it will appear on customer statements:
Company name as it will appear on customer bank statements (Max 16 Characters):

AUTHORIZATION METHOD (Not applicable to ACH Conversion)
Which authorization procedure does Merchant utilize to confirm customers consent to an ACH Debit:
<input type="checkbox"/> Signed written authorization from customer (Does not apply to Web) <ul style="list-style-type: none"> <input type="checkbox"/> Heartland provides Authorization Form Template <input type="checkbox"/> Merchant created Authorization Form
<input checked="" type="checkbox"/> Web Authorization (Applies to Web only) <ul style="list-style-type: none"> <input type="checkbox"/> Customer provides electronic signature <input type="checkbox"/> Customer logs in a username and password
<input type="checkbox"/> Recorded Verbal Authorization (Tel Only) <ul style="list-style-type: none"> <input type="checkbox"/> Heartland provided script <input type="checkbox"/> Merchant created script
If utilizing Recorded Verbal Authorization; check one of the following:
<input type="checkbox"/> Hosted secure IVR (Automated or Live Agent) recording services offered by Heartland <input type="checkbox"/> Merchant has existing recording service to capture verbal customer authorizations
How are recordings stored:
<input type="checkbox"/> Via website URL: <input type="checkbox"/> Via phone: #
REQUIRED: When Merchant utilizes their own Authorization Script this must be submitted with ACH Application.

MERCHANT DETAIL		
Type of Business: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	Date Business Started: 1880	Business is Conducted: 100% Consumer
Type of Ownership: <input type="checkbox"/> Corporation <input type="checkbox"/> Government <input checked="" type="checkbox"/> Municipalities	Are web based sales processed by HPS: Yes	
What Products and / or services do you provide: Misc Gov't Services		
Is there a peak week / date in the month for processing recurring transactions: (i.e., 1st and 15th):		
Define your Refund Policy: duplicate transactions		

PCI Compliance
Is your business PCI Compliant: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does your company utilize a Data Storage Entity or Merchant Servicer that has access to card member data (i.e., Payment gateway or data warehouse, etc.): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, provide the name of the Data Storage Entity or Merchant Servicer being utilized:
PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder's data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be PA DSS (Payment Application Data Security Standards) validated where applicable. If you use a payment gateway, they must be PCI DSS Compliant.
As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:
Merchant will maintain full PCI DSS compliance at all times and will notify Heartland when it changes its point of sale software, system, application or vendor: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
The signing merchant listed below has experienced an account data compromise.*: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> I have never accepted payment cards.)
If yes, what was the date of the compromise: _____ Copy of the completed Forensic Investigation is required with the Application.
The signing merchant listed below is storing Sensitive Authentication Data** (even if encrypted) after the transaction has been authorized: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> I have never accepted payment cards.)
Merchant utilizes an EMV enabled terminal: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
*An Account Data Compromise is any incident that results in unauthorized access to payment card data and/or Sensitive Authentication Data. **Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.
Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Heartlands request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.
It is imperative that you notify Heartland immediately should the information on this Compliance Statement change.

STATEMENT OPTIONS	DISPUTE LETTERS
Statement Type: <input checked="" type="checkbox"/> Standard	Mail Options: <input type="checkbox"/> Legal <input checked="" type="checkbox"/> DBA
Mail Statements To: <input checked="" type="checkbox"/> Suppress Statements <input type="checkbox"/> Legal	Electronic Options* <input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax (*Select mail option as backup)
<input checked="" type="checkbox"/> All Electronic Communications (Including ACH Returns): <input type="checkbox"/> Same Email as InfoCentral <input type="checkbox"/> Preferred Email Address: ssprague@fargond.gov	

AUTHORIZED SIGNER(S) INFORMATION			
(1) Authorized Signer Name: Steven Sprague		Title: City Auditor	
SSN:	DOB:	Driver's License #:	
Home Address	City:	ST:	Zip:
(2) Authorized Signer Name:		Title:	
SSN:	DOB:	Driver's License #:	
Home Address:	City:	ST:	Zip:
Note: If there are more than two Owners, Officers or Managing Agents, complete the "Additional Owner/Officer Information Page for Merchant Processing Agreement".			
DEBIT / CREDIT AUTHORIZATION			
By signing below, Merchant certifies that any verification of business provided is for a business account in good standing and that the business name on the account is the same as the business name on the enclosed Heartland Payment Systems Merchant Application. Merchant hereby authorizes Acquirer to debit and credit Merchant's checking/savings/GL Account. This authority shall remain in full force until (a) Acquirer has received written notification from Merchant of its termination; and (b) all obligations of Merchant to Acquirer under this Agreement have been paid in full.			
Depository Bank Name:		Phone #:	
City:		ST:	Zip:
CARD	TRANSIT ROUTER / ABA NUMBER (9 digits)	ACCOUNT NUMBER (14 digits)	
ACCOUNT TYPE (check one)	<input type="checkbox"/> Checking <input type="checkbox"/> Savings		
FUNDS TRANSFER METHOD	<input type="checkbox"/> Deposits <input type="checkbox"/> Fees <input type="checkbox"/> Both	Name as it appears on Account:	
		TRANSIT ROUTER / ABA NUMBER (9 digits)	ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	<input type="checkbox"/> Checking <input type="checkbox"/> Savings		
FUNDS TRANSFER METHOD	<input type="checkbox"/> Deposits <input type="checkbox"/> Fees <input type="checkbox"/> Both	Name as it appears on Account:	
ACH	TRANSIT ROUTER / ABA NUMBER (9 digits)	ACCOUNT NUMBER (14 digits)	
ACCOUNT TYPE (check one)	<input type="checkbox"/> Checking <input type="checkbox"/> Savings		
FUNDS TRANSFER METHOD	<input type="checkbox"/> Deposits <input type="checkbox"/> Fees <input type="checkbox"/> Both	Name as it appears on Account:	
		TRANSIT ROUTER / ABA NUMBER (9 digits)	ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	<input type="checkbox"/> Checking <input type="checkbox"/> Savings		
FUNDS TRANSFER METHOD	<input type="checkbox"/> Deposits <input type="checkbox"/> Fees <input type="checkbox"/> Both	Name as it appears on Account:	
AGREEMENT ACCEPTANCE, CERTIFICATION and CONSUMER REPORT AUTHORIZATION			
Has your business filed Bankruptcy, had Judgments or Liens within the last 3 years: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Merchant authorizes Acquirer, reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements or data provided by Merchant or the undersigned for purposes of all matters generally connected to this business relationship. I further certify that I have received, read, understand and agree to the Merchant Processing Agreement Terms and Conditions which together with this application shall constitute the agreement(s) between the parties. I further certify that this business or any Owner/Officer/Authorized Signer has never been terminated by any Card Brand.			
X	Steven Sprague, City Auditor		
(1) Authorized Signer Signature	Print Name & Title	Date	
X			
(2) Authorized Signer Signature	Print Name & Title	Date	
THE TERM OF THIS AGREEMENT IS 48 MONTHS			
01/23/18			



Terms & Conditions Acknowledgement

"Merchant" acknowledges that Heartland Payment Systems, LLC. ("Heartland or HPS") has provided it with a copy of the Card Acceptance Policies, Procedures, Terms & Conditions (the "Terms and Conditions") and the Merchant Application, which together make up the entire agreement between the parties. Merchant has read, understands, and agrees to be bound by the Terms and Conditions, as may be amended from time to time. Merchant acknowledges that the Terms and Conditions are a fundamental part of the parties' agreement without which Heartland would not be able to enter into an agreement with the Merchant. The Terms and Conditions can be reviewed at any time by visiting the Heartland InfoCentral at <https://infocentral.heartlandpaymentsystems.com>. In addition, Merchant can request another copy of the Terms and Conditions at any time by sending a written request for a copy to Heartland at the following address:

Heartland Payment Systems; Attn Customer Care; One Heartland Way; Jeffersonville IN 47130

	Steven Sprague	08 06 18
Merchant Signature	Printed	Date
	Mark Shapiro	08 06 18
Relationship Manager	Printed	Date

Site Inspection

I hereby verify that (check one).

- I have physically inspected the business premises & certify that the merchant has the proper facilities, equipment, inventory, agreements, and licenses required to conduct the business.
- I was not reasonably able to complete a Site Inspection of the Merchant at this Address, and the information stated below is correct to the best of my knowledge and belief. Please explain why a site inspection could not be performed.

Mark Shapiro		08 06 18
Inspected By	Signature	Date

It is required that the following questions be completed.

Is business signage present: Yes No Describe: _____

*Does business signage display a Branded Name: Yes No

*If yes, please note the Branded Name should be listed first before the DBA name on the merchant application.

Is inventory sufficient to support business: Yes No Describe: _____

Number of Terminals: _____ Locations: _____ Are card acceptance logos displayed for easy view: Yes No

Merchant utilizes a Fulfillment house to ship customer orders outside DBA location: Yes No

Site Inspected: Yes No

Location Name: _____ Phone #: _____
 City: _____ ST: _____ Zip: _____

If this is an additional location to an existing HPS merchant, was a site inspection performed on any of the locations?
 Yes No

If this is a referral from an HPS partner, please list individual's name and business affiliation that confirms site exists.
 Name: _____ Business: _____ Date: _____

Member Sponsor Bank Disclosure



Service Provider Contact Information:

Heartland Payment Systems
 One Heartland Way, Jeffersonville, IN. 47130
 HeartlandPaymentSystems.com
 (888) 963-3600

Merchant Name: City of Fargo

Address: 200 3rd Street North

City: Fargo **ST:** ND **Zip:** 58102

Contact Name: Steven Sprague **Phone #:** 701-241-1301

IMPORTANT MERCHANT RESPONSIBILITIES

1. Merchant must ensure compliance with cardholder data security and storage requirements.
2. Merchant must maintain fraud and chargeback below thresholds.
3. Merchant must review and understand the terms of the Merchant Processing Agreement.
4. Merchant must comply with the Card Brands Operating Regulations.
5. Merchant must retain a signed copy of this Disclosure Page.

Note: The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure the merchant understands some important obligations of each party and that the Member Sponsor Bank (Acquirer) is the ultimate authority should the merchant have any problems.

IMPORTANT MEMBER SPONSOR BANK (ACQUIRER) RESPONSIBILITIES

1. The Member Sponsor Bank is the only entity approved to extend acceptance of Card Brand products directly to a Merchant.
2. The Member Sponsor Bank must be a principal (signer) to the Merchant Processing Agreement.
3. The Member Sponsor Bank is responsible for educating Merchants on pertinent Card Brand Operating Regulations with which Merchants must comply.
4. The Member Sponsor Bank is responsible for and must settle funds with the Merchant.
5. The Member Sponsor Bank is responsible for all funds held in reserve that are derived from settlement.

MERCHANT RESOURCES

1. You may download Visa Regulations from Visa's website at: <http://usa.visa.com>
2. You may download MasterCard Rules from MasterCard's website at: <http://mastercard.com>

Member Sponsor Bank (Acquirer) Information:*

Barclay Bank
 125 South West Street
 Wilmington, DE. 19801
 Phone: (302) 662-8990

The Bancorp Bank
 409 Silverside Road, Suite 105
 Wilmington, DE. 19809
 Phone: (302) 385-5000

Wells Fargo Bank, N.A
 1200 Montego
 Walnut Creek, CA 94598
 Phone: (925) 746-4167

Debit Bank Sponsor

Bay Bank, FSB
 7151 Columbia Gateway Drive
 Suite A
 Columbia, MD 21046

I, the undersigned hereby acknowledge and agree that Heartland Payment Systems will select one of the Member Sponsor Bank's listed above based on the following criteria; business type, POS equipment compatibility, depository institution and/or existing HPS relationship. Heartland Payment Systems will provide Merchant a written notification of the Member Sponsor Bank that is selected. By presenting any Card Brand Transaction to Heartland Payment Systems under the Merchant Processing Agreement from and after notice of the Member Sponsor Bank, you agree that the Member Sponsor Bank so selected shall be immediately a principal party (signer) to the Merchant Processing Agreement, regarding acceptance of Card Brand transactions.

Steven Sprague

Merchant's Name Printed	Merchant's Signature	Date
Bank Use Only		

Date Received	Date Installed	HPS Rep Name
---------------	----------------	--------------

7

TO: BOARD OF CITY COMMISSIONERS
FROM: KENT COSTIN, DIRECTOR OF FINANCE *KAC*
RE: BLOCK NINE BOND SALE SERIES 2018E BOND PURCHASE AGREEMENT
DATE: AUGUST 23, 2018

The City Commission authorized the sale of bonds for a portion of the Block Nine project subject to the bond sale parameters resolution approved on July 30, 2018.

Bonds were marketed on August 21, 2018 by Robert W. Baird & Company and were within the parameters established in the authorizing resolution. There was strong demand by investors on this issue due to the overall timing strategy of the sale.

The net interest rate for the bonds is 4.391%, slightly better than anticipated. A copy of the bond purchase agreement is included.

Suggested Motion:

Receive and file the bond purchase agreement for the Block Nine Project Taxable Annual Appropriation Bonds, Series 2018E.

\$17,315,000
City of Fargo, North Dakota

TAXABLE ANNUAL APPROPRIATION BONDS, SERIES 2018E
(BLOCK NINE PROJECT)

BOND PURCHASE AGREEMENT

August 21, 2018

City of Fargo, North Dakota
Attention: Steve Sprague, City Auditor and Tim Mahoney, Mayor
200 3rd Street North
Fargo, ND 58102

Mr. Sprague and Mr. Mahoney:

The undersigned, Robert W. Baird & Co. Incorporated (the "Underwriter") offers to enter into the following purchase agreement (this "Bond Purchase Agreement") with the City of Fargo, North Dakota (the "Issuer"), which, upon the Issuer's acceptance of this offer, will be binding upon the Issuer and the Underwriter. This offer is made subject to the Issuer's acceptance of this Bond Purchase Agreement, which acceptance shall be evidenced by the execution of this Bond Purchase Agreement by any of the Mayor, City Auditor, and Director of Finance of the Issuer, on or before 10:00 A.M., Central Time, on August 22, 2018. Upon such acceptance, execution and delivery, this Bond Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the Issuer and the Underwriter. Except as expressly otherwise defined herein, capitalized terms used herein shall have the same meanings as set forth in the Resolution or the Preliminary Official Statement (each as defined below).

1. Purchase and Sale. (a) Upon the terms and conditions and based on the representations, warranties and covenants hereinafter set forth, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriter, all (but not less than all) of the \$17,315,000 aggregate principal amount of the Issuer's Taxable Annual Appropriation Bonds, Series 2018E (Block Nine Project) (the "Bonds"), dated the date of payment for and the delivery of the Bonds (such payment and delivery being herein sometimes called the "Closing"). The purchase price for the Bonds shall be \$17,172,151.25 (principal amount of the Bonds, less underwriter's discount of \$142,848.75) (the "Purchase Price"). The Underwriter shall pay the Purchase Price for the Bonds on the day of the Closing by wiring \$17,172,151.25, at the Issuer's direction, to the Issuer's account.

(b) The Bonds are being issued pursuant to laws of the State of North Dakota and the City's Home Rule Charter as implemented by the City's municipal code, including

Section 3-0802 thereof, a Resolution entitled “Resolution Authorizing the Issuance of Taxable Annual Appropriation Bonds, Series 2018E (Block Nine Project), Approving Certain Actions, Awarding the Sale thereof, and Approving Forms of Documents Required in Connection Therewith” (the “Resolution”) adopted by the Issuer on June 30, 2018, which authorized any of the Mayor, City Auditor, and Finance Director to approve the sale of bonds by signing the Bond Purchase Agreement, and the Bond Indenture dated August 1, 2018, between the City and U.S. Bank, National Association, Saint Paul, Minnesota (the “Bond Indenture”).

(c) The Bonds are payable in each Fiscal Year only from amounts appropriated annually by the Board of City Commissioners (the “Board”). The Bonds are not general or revenue obligations of the City and the general credit or general taxing powers of the City are not pledged or available to pay principal of or interest on the Bonds. The Bonds shall be cancelled on the November 1 immediately following the Budget Deadline after an Event of Non-Appropriation (as such terms are defined in the Bond Indenture); provided, however, if there are funds on deposit in the Reserve Fund sufficient, valued as required in the Bond Indenture, to pay in full debt service on the Series 2018E Bonds due in the Fiscal Year following the Fiscal Year in which the Event of Non-Appropriation occurred, the Termination Date shall be the November 1 of such following Fiscal Year. The Bonds shall be dated the date of the Closing, shall mature on the dates and in the amounts, shall bear interest at the rates and shall have the terms stated in Exhibit A attached hereto.

(d) The proceeds received by the Issuer from the sale of the Bonds will be used to construct an approximate 379 stall parking ramp, multi-use public plaza and pedestrian skyway connection located in the City’s central downtown area that will be part of a major redevelopment of surface parking lots currently occupying 3/4ths of the full city block known as “Block Nine.”

2. Sale of All the Bonds; Offering. It shall be a condition to the Issuer’s obligation to sell and deliver the Bonds to the Underwriter, and to the obligation of the Underwriter to purchase and accept delivery of the Bonds, that the entire principal amount of the Bonds is sold and delivered by the Issuer and accepted and paid for by the Underwriter at the Closing. The Underwriter will make a bona fide public offering of all the Bonds at a price or prices not in excess of the initial public offering price or prices set forth on the inside front cover page of the Official Statement. The Bonds may be offered and sold to certain dealers (including dealers depositing such Bonds into investment trusts or mutual funds) at prices lower than such public offering prices. The Underwriter reserves the right to make such changes in such prices as the Underwriter shall deem necessary in connection with the offering of the Bonds.

3. Official Statement. The Issuer hereby ratifies and approves the Preliminary Official Statement dated August 10, 2018 (the “Preliminary Official Statement”), and consents to its distribution and use by the Underwriter prior to the date hereof in connection with the public offering and sale of the Bonds. The Issuer confirms that the Preliminary Official Statement was “deemed final” by the Issuer as of its date for purposes of Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934 (the “Rule”).

Upon acceptance of this offer, the Issuer shall prepare a final Official Statement and shall, within the earlier of seven (7) business days following the date hereof or two business

days prior to the Closing Date (as hereinafter defined), deliver to the Underwriter an electronic version (pdf) of such final Official Statement (such final Official Statement, together with any amendment or supplement thereto, being the "Official Statement") as may reasonably be required by the Underwriter in order to comply with the Rule and any applicable rules of the Municipal Securities Rulemaking Board (the "MSRB") with respect to the distribution of the Official Statement. The Issuer hereby authorizes and approves the Official Statement and consents to the use and distribution of the Official Statement by the Underwriter in connection with the public offering and sale of the Bonds. At the time of or prior to the Closing, the Underwriter will file, or cause to be filed, the Official Statement with the MSRB. In addition, the Issuer hereby approves and consents to the electronic distribution of the Official Statement.

4. The Issuer hereby represents, warrants and covenants that:

(a) The Issuer is a duly created and existing public and governmental body acting as a municipality pursuant to the laws of the State of North Dakota and its home rule charter and is authorized pursuant to the Act and the Resolution to issue the Bonds.

(b) The Issuer has full legal right, power and authority to (i) adopt the Resolution; (ii) execute and deliver the Bond Indenture, (iii) execute and deliver this Bond Purchase Agreement; (iv) issue, sell and deliver the Bonds to the Underwriter as provided in this Bond Purchase Agreement; (v) approve and authorize the distribution of the Preliminary Official Statement and the Official Statement; and (vi) carry out and consummate all other transactions contemplated by this Bond Purchase Agreement, the Resolution, the Continuing Disclosure Certificate to be dated the date of the Bonds' issuance and delivery a form of which is attached to the Official Statement (the "Continuing Disclosure Agreement") and the Official Statement.

(c) The Resolution has been adopted by the Issuer and the Issuer has authorized all necessary action to be taken by the Issuer for: (i) the offering, issuance, sale, and delivery of the Bonds upon the terms set forth herein and in the Official Statement, (ii) the execution and delivery by the Issuer of the Bonds, the Bond Indenture, this Bond Purchase Agreement and the Continuing Disclosure Agreement and the performance of its obligations under the Bonds, this Bond Purchase Agreement, the Resolution, the Continuing Disclosure Agreement and any and all such other agreements and documents as may be required to be executed, delivered, and received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Official Statement (the "Issuer Documents"), and (iii) the authorization of the use and distribution of the Official Statement.

(d) The Issuer Documents and any other instrument or agreement to which the Issuer is a party in connection with the consummation of the transactions contemplated by the foregoing documents, when executed, as applicable, and delivered by the parties hereto, constitutes a legal, valid and binding obligation of the Issuer (subject, as to the enforcement of remedies, to the valid exercise of judicial discretion, the sovereign police powers of the State of North Dakota and constitutional powers of the United States of America; to any valid applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the rights of creditors; to them the exercise of judicial discretion in accordance with general principles of equity; and to any indemnity or contribution provision being held void or unenforceable as against public policy.).

(e) When delivered to and paid for by the Underwriter at the Closing, in accordance with the provisions of this Bond Purchase Agreement, the Bonds will have been authorized, executed, authenticated and delivered by the Issuer in accordance with the Bond Indenture and, in the opinion of Dorsey and Whitney LLP, Bond Counsel to the Issuer (“Bond Counsel”), not constitute a general, revenue or special obligation of the Issuer or debt under any North Dakota constitutional or statutory provision, and amounts owed by the Issuer under the Indenture are payable exclusively from moneys to be legally appropriated and provided therefor.

(f) The Issuer has complied, and will at the Closing be in compliance, in all material respects, with the Issuer Documents and the Act, and all other agreements relating to projects undertaken by the Issuer or with respect to which the Issuer has assumed responsibility; the Issuer will enter into the Continuing Disclosure Agreement; and, except to the extent disclosed in the Official Statement, the Issuer has complied in all material respects with its previous continuing disclosure obligations under the Rule.

(g) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the actual knowledge of the Issuer, threatened against or affecting the Issuer (or, to the knowledge of the Issuer, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the Issuer from functioning or contesting or questioning the existence of the Issuer or the titles of the present officers of the Issuer to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the existence or powers of the Issuer or the validity or enforceability of the Issuer Documents or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby including, without limitation, the documents described in (B) below or by the aforesaid documents; or (B) materially adversely affect (1) the transactions contemplated by the Issuer Documents or the Official Statement.

(h) To the Issuer’s actual knowledge, the Issuer’s adoption of the Resolution, its execution and delivery of the Issuer Documents and the Bonds, and compliance with the provisions thereof and hereof, do not and will not conflict with or constitute, on the Issuer’s part, a material violation of, breach of or default under any material statute, existing law, administrative regulation, filing, decree or order, state or federal, or any provision of the Constitution or laws of the State of North Dakota, its home rule charter, or any rule or regulation of the Issuer, or any material indenture, mortgage, lease, deed of trust, note, resolution, or other agreement or instrument to which the Issuer, or its properties, are subject or by which the Issuer, or its properties, are or may be bound or, to the actual knowledge of the Issuer, any order, rule or regulation of any regulatory body or court having jurisdiction over the Issuer or its activities or properties.

(i) The Issuer is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default in any material respect under any document or instrument under and subject to which any indebtedness for borrowed money has been incurred which default would affect materially and adversely the transactions contemplated by this Bond Purchase Agreement or the Issuer Documents. No event has occurred or is continuing under the provisions of any such document or instrument that, with the lapse of time or the giving of notice, or both, would constitute an event of default thereunder,

which event of default would materially affect adversely the transactions contemplated by this Bond Purchase Agreement or the Issuer Documents.

(j) The Issuer is not in material breach of or in default under the Resolution, any applicable law or administrative regulation of the State of North Dakota or the United States, or any applicable judgment or decree, or any loan agreement, note, resolution or other agreement or instrument to which the Issuer is a party or is otherwise subject, which breach or default would in any way materially adversely affect the authorization or issuance of the Bonds and the transactions contemplated hereby, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute such a breach or default.

(k) On and as of the Closing, all authorizations, consents, and approvals of, notices to, registrations or filings with, or actions in respect of any governmental body, agency, or other instrumentality or court required to be obtained, given, or taken on behalf of the Issuer in connection with the execution, delivery and performance by the Issuer of this Bond Purchase Agreement, the Bonds, and any other agreement or instrument to which the Issuer is a party and which has been or will be executed in connection with the consummation of the transactions contemplated by the foregoing documents, will have been obtained, given, or taken and will be in full force and effect.

(l) Any certificate signed by an authorized officer of the Issuer delivered to the Underwriter shall be deemed a representation and warranty by the Issuer to the Underwriter as to the truth of the statements made therein.

(m) The Issuer has and will cooperate with the Underwriter and its counsel in any endeavor to qualify the Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the Issuer will not be required to execute a general or special consent to service of process or qualify to do business in connection with any qualification or determination in any jurisdiction.

(n) The audited financial statements of the Issuer examined by Eide Bailly LLP, for the fiscal year ended December 31, 2017 present fairly the Issuer's financial condition as of the respective dates and the results of its operations for the respective periods set forth therein and have been prepared in accordance with generally accepted accounting principles consistently applied. There has been no material adverse change in the financial affairs of the Issuer since December 31, 2017, except as disclosed specifically in the Official Statement.

(o) If between the date of this Bond Purchase Agreement and the date 25 days after the "end of the underwriting period" for the Bonds, as defined in the Rule, any event occurs which might or would cause the Official Statement to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall promptly provide written notice to the Underwriter thereof, and if, in the opinion of the Issuer or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer shall at its expense supplement or amend the Official Statement in a form and in a manner approved by the Underwriter. For purposes of this Bond Purchase Agreement, the "end of the underwriting

period” shall be deemed to be the Closing Date (as hereinafter defined), unless the Underwriter shall have notified the Issuer to the contrary on or before the Closing Date.

(p) If the Official Statement is supplemented or amended pursuant to subsection (o) of this Section, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subsection) at all times subsequent thereto up to and including the Closing Date, the Issuer shall take all steps necessary to ensure that the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(q) The information in the Preliminary Official Statement, including its attachments and appendices, at the time of acceptance hereof is correct in all material respects, and such Preliminary Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; and the information in the Official Statement as of its date and as of the Closing Date, will be true and correct and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

The execution and delivery of this Bond Purchase Agreement by the Issuer shall constitute a representation by the Issuer to the Underwriter that the representations, warranties and covenants contained in this Section 4 are true as of the date hereof; provided that no officer of the Issuer shall be individually liable for the breach of any representation, warranty or covenant made by the Issuer in this Section 4.

5. Closing. At 9:00 a.m., Central Time, Thursday, September 6, 2018, or at such other time or date as the Issuer and the Underwriter shall mutually agree upon (the “Closing Date”), the Issuer shall (a) deliver or cause to be delivered, through the custody of The Depository Trust Company, New York, New York (“DTC”), or at such place as the Underwriter and the Issuer shall mutually agree upon, for the account of the Underwriter, the Bonds duly executed by the Issuer in fully registered form, bearing proper CUSIP numbers, and registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds; and (b) deliver or cause to be delivered, to the Underwriter at Milwaukee, Wisconsin, or at such other place as the Issuer and the Underwriter may mutually agree upon, the documents described in Section 6(d) hereof. Concurrently with the delivery of the Bonds and the documents mentioned in Section 6(d) hereof at the Closing, subject to the conditions contained herein, the Underwriter will accept such delivery and will pay the purchase price of the Bonds to the order or account of the Issuer in the amount set forth in Exhibit A hereof by wire transfer in immediately available funds. The Closing shall take place at the offices of the Issuer. The Bonds shall be available for inspection by the Underwriter at least two business days prior to Closing.

6. Closing Conditions/Right to Cancel. The Underwriter enters into this Bond Purchase Agreement in reliance upon the Issuer’s representations and agreements herein and the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the

date of Closing. The Underwriter's obligations under this Bond Purchase Agreement are and shall be subject to the following additional conditions:

(a) At the time of the Closing, the Resolution shall be in full force and effect and neither the Resolution nor the Official Statement shall have been amended, modified or supplemented, except as may have been approved in writing by the Underwriter, and the Issuer shall have duly adopted, and there shall be in full force and effect, such other resolutions as, in the opinion of Bond Counsel), shall be necessary in connection with the transaction contemplated hereby.

(b) The Bonds, as set forth in Section 5, shall be deposited with DTC.

(c) The Underwriter shall have the right to cancel its obligation to purchase the Bonds at the time of Closing if any of the documents, certificates or opinions to be delivered to the Underwriter hereunder is not delivered at the time of Closing or if, between the date hereof and the time of Closing, one or more of the following occurs:

(i) Legislation shall hereafter be enacted or actively considered for enactment or introduction, with an effective date on or prior to the Closing, or a decision by a court of the United States shall be rendered or a stop order, ruling, regulation or proposed regulation by or on behalf of the Securities and Exchange Commission or other agency having jurisdiction shall be made, to the effect that the issuance, sale and delivery of the Bonds, or any other obligations of any similar public body of the general character of the Issuer is in violation of the Securities Act of 1933, as amended, of the Securities Exchange Act of 1934, as amended, or of the Trust Indenture Act of 1939, as amended or with the purpose or effect of otherwise prohibiting the issuance, sale or delivery of the Bonds, as contemplated hereby, or of obligations of the general character of the Bonds; or

(ii) There shall have occurred any outbreak or escalation of hostilities or other national or international calamity or crisis, the effect of such outbreak, calamity or crisis on the financial markets of the United States being such as, in the Underwriter's judgment, would make it impracticable for the Underwriter to deliver the Bonds; or

(iii) There shall be in force a general suspension of trading on the New York Stock Exchange or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange whether by virtue of a determination by that Exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction; or

(iv) A general banking moratorium shall have been declared by federal, North Dakota or New York authorities having jurisdiction, and be in force, or a major financial crisis or a material disruption in commercial banking or securities settlement or clearances services shall have occurred such as to make it, in the judgment of the Underwriter, impractical or inadvisable to proceed with the offering of the Bonds as contemplated in the Official Statement; or

(v) an event shall occur which makes untrue or incorrect in any material respect, as of the time of such event, any statement or information contained in the Official Statement or which is not reflected in the Official Statement but should be reflected therein in order to make the statements contained therein not misleading in any material respect and requires an amendment of or supplement to the Official Statement and the effect of which, in the judgment of the Underwriter, would materially adversely affect the market for the Bonds or the sale, at the contemplated offering prices (or yields), by the Underwriter of the Bonds.

(d) At the Closing, the Underwriter shall receive the following documents:

(i) Duly certified copies of the Resolution;

(ii) The executed Bond Indenture;

(iii) The approving opinion of Bond Counsel in the form set forth in Appendix D of the Official Statement in form and substance satisfactory to the Underwriter, which shall be dated the Closing Date;

(iv) A certificate, dated the date of Closing, of the duly authorized representative(s) or officer(s) of the Issuer and in form and substance satisfactory to the Underwriter, to the effect that (A) the representations and agreements of the Issuer herein are true and correct in all material respects as of the date of Closing; (B) the financial information relating to the Issuer provided to the Underwriter presents fairly the financial position of the Issuer as of the date indicated therein and the results of its operations for the period specified therein and the financial statements from which such information was derived have been prepared in accordance with applicable law with respect to the period involved; (C) since December 31, 2017, there has not been any material adverse change in the financial condition of the Issuer taken as a whole or no material increase in the Issuer's indebtedness for borrowed money, other than as previously disclosed to the Underwriter; (D) there are not pending or, to such officials' actual knowledge, threatened legal proceedings that will materially adversely affect the transactions contemplated hereby or by the Resolution, or the validity or enforceability of the Bonds, or the security therefor; and (E) the Issuer has complied with all agreements and satisfied all the conditions on its part required to be performed or satisfied at or prior to the Closing, other than those specified hereunder that have been waived by the Underwriter;

(v) An electronic version (pdf) of the Official Statement;

(vi) An electronic version (pdf) of the Continuing Disclosure Agreement;

(vii) One counterpart original of a transcript of all proceedings relating to the authorization and issuance of the Bonds;

(viii) Specimen Bonds or a copy of the Bond(s) delivered;

(ix) A certificate, dated the date of Closing, of the duly authorized representative(s) or officer(s) of the Issuer to the effect that the information contained in the Official Statement as of the date of Closing is correct in all material respects;

(x) A certificate, dated the date of the Closing, of the duly authorized representative(s) or officer(s), with a copy of the Resolution attached, to the effect that the Resolution has been duly adopted and remain in full force and effect;

(xi) Such additional legal opinions, certificates, proceedings, instruments and other documents, as the Underwriter or legal counsel to the Underwriter may reasonably request to evidence compliance by the Issuer with legal requirements relating to the issuance of the Bonds, the truth and accuracy, as of the date of Closing, of all representations contained herein and the due performance or satisfaction by the Issuer at or prior to the date of Closing of all agreements then to be performed and all conditions then to be satisfied as contemplated under this Bond Purchase Agreement and the Resolution.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement or if the obligations of the Underwriter shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Issuer nor the Underwriter shall have any further obligations hereunder, except that Sections (8) and (9) and the representations and warranties of the Issuer contained herein (as of the date made) will continue in full force and effect.

7. Survival. All representations, warranties and agreements of the Issuer set forth in or made pursuant to this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriter and shall survive the delivery of and payment for the Bonds.

8. Payment of Expenses. The Issuer shall pay, out of the proceeds of the Bonds or from its own funds, any expenses incident to the performance of its obligations hereunder, including but not limited to: (i) the fees and disbursements of Bond Counsel and counsel for the Issuer; (ii) the fees and disbursements of any experts retained by the Issuer; (iii) fees charged by the rating agencies for the rating of the Bonds; and (vi) the cost of qualifying the Bonds under the laws of such jurisdictions as the Underwriter may designate, including filing fees and fees and disbursements of counsel for the Underwriter in connection with such qualification and the preparation of Blue Sky Memoranda. Baird will pay the underwriter's expenses, including (i) any fees of the MSRB in connection with the issuance of the Bonds and (ii) the cost of obtaining CUSIP number(s) assigned for the Bonds.

If the Bonds are not sold by the Issuer to the Underwriter, the Issuer shall pay all expenses incident to the performance of the Issuer's obligations hereunder as provided in this Section.

9. Indemnification. The Issuer is not specifically authorized under North Dakota law to indemnify the Underwriter. The Issuer agrees, that to the extent it becomes authorized to indemnify the Underwriter, it shall indemnify and hold harmless the Underwriter, the directors,

officers, employees and agents of the Underwriter and each person who controls any Underwriter within the meaning of either the Securities Act of 1933, as amended (the "Securities Act") or the Securities Exchange Act of 1934, as amended (the "Exchange Act") against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Securities Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Official Statement, the Official Statement (or in any supplement or amendment thereto), or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. This indemnity agreement will be in addition to any liability which the Issuer may otherwise have.

The Underwriter agrees to indemnify and hold harmless the Issuer and any member, officer, director, trustee, official and employee of the Issuer (each an "Issuer Indemnified Party" and collectively the "Issuer Indemnified Parties") and each person, if any, who controls (as such term is defined in the Securities Acts) the Issuer (i) against any and all losses, claims, damages and liabilities arising out of any information furnished in writing by the Underwriter for use in the Preliminary Official Statement or Official Statement, that is untrue in any material respect, or the omission therefrom of any such information, which is required to be contained therein or which is necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading in any material respect; or arising out of violations by the Underwriter of representations made by it in this Agreement or violations by it of applicable securities laws; and (ii) to the extent of the aggregate amount paid in settlement of any litigation commenced or threatened arising from a claim based upon any such untrue statement or omission, or violation, if such settlement is effected with the written consent of the Underwriter. In case any claim shall be made or action brought against an Issuer Indemnified Party or such controlling person (as aforesaid) based upon the Preliminary Official Statement, the Official Statement or this Agreement, in respect of which indemnity may be sought against the Underwriter, the Issuer or such controlling person shall promptly notify the Underwriter in writing setting forth the particulars of such claim or action and the Underwriter shall assume the defense thereof, including the retaining of counsel and the payment of all expenses. No failure of the Issuer to give, and no delay in giving, that notice shall relieve the Underwriter to any extent from any of its covenants, agreements or obligations under this paragraph, unless that failure or delay prejudices the defense by the Underwriter of the action, claim or proceeding, and only to the extent of that prejudice. The Issuer Indemnified Party or any controlling person shall have the right to retain separate counsel, in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the party retaining such counsel unless the retaining of such counsel has been specifically authorized by the Underwriter.

Promptly after receipt by an indemnified party of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses; and (ii) will not, in any event, relieve the

indemnifying party from any obligations to any indemnified party other than the indemnification obligation. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought provided, however, that such counsel shall be satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest; (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party; (iii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action; or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding. The indemnifying party shall not be liable to indemnify any person for any settlement of any action without its consent.

In the event that the indemnity provided herein is unavailable to hold harmless an indemnified party for any reason the Issuer and the Underwriter agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending the same) to which the Issuer and one or more of the Underwriter may be subject in such proportion as is appropriate to reflect the relative benefits received by the Issuer on the one hand and by the Underwriter on the other from the offering. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the Issuer and the Underwriter shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Issuer on the one hand and of the Underwriter on the other in connection with the statements or omissions which resulted in such Losses, as well as any other relevant equitable considerations. In no case shall the Underwriter (except as may be provided in any agreement among the Underwriter relating to the offering) be responsible for any amount in excess of the purchase discount or fee applicable to the Bonds purchased by the Underwriter hereunder. Benefits received by the Issuer shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) received by it, and benefits received by the Underwriter shall be deemed to be equal to the total purchase discounts and commissions in each case set forth on the cover of the Official Statement. Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the Issuer on the one hand or the Underwriter on the

other, the intent of the parties and their relative knowledge, information and opportunity to correct or prevent such untrue statement or omission. The Issuer and the Underwriter agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. Each person who controls an Underwriter within the meaning of either the Securities Act or the Exchange Act and each director, officer, employee and agent of an Underwriter shall have the same rights to contribution as the Underwriter, and each person who controls the Issuer within the meaning of either the Securities Act or the Exchange Act and each official, director, officer and employee of the Issuer shall have the same rights to contribution as the Issuer, subject in each case to the applicable terms and conditions of this paragraph.

10. Notices. Any notice or other communication to be given to the Issuer under this Bond Purchase Agreement may be given by delivering the same in writing or by telex or telecopy to the address shown below, and any notice under this Bond Purchase Agreement to the Underwriter may be given by delivering the same in writing to the Underwriter as follows:

City of Fargo, North Dakota
Attention: Director of Finance
200 3rd Street North
Fargo, ND 58102

With a copy to:
City Attorney – Erik R. Johnson & Associates, Ltd.
505 Broadway, Suite 206
Fargo, ND 58102

Robert W. Baird & Co. Incorporated
Attention: Paul Donna
752 Stillwater Road, Suite J
Mahtomedi, MN 55115-2060

11. Governing Law. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

12. Effectiveness. This Bond Purchase Agreement shall become effective upon the acceptance hereof by the Issuer.

13. Arm-Length Transaction. The Issuer acknowledges and agrees that the purchase and sale of the Bonds pursuant to this Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter, acting solely as a principal and not as a municipal advisor, financial advisor or agent of the Issuer. The Underwriter has not assumed a financial advisory responsibility in favor of the Issuer with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Issuer on other matters) or any other obligation to the Issuer

except the obligations expressly set forth in this Agreement, it being the Issuer's understanding that a financial advisory relationship shall not be deemed to exist when, in the course of acting as an underwriter, a broker, dealer or municipal securities dealer, a person renders advice to an issuer, including advice with respect to the structure, timing, terms and other similar matters concerning a new issue of municipal securities. The Underwriter has provided to the Issuer prior disclosures regarding their role as underwriters, their compensation, any potential or actual material conflicts of interest, and material financial characteristics and material financial risks associated with the transaction to the extent required by MSRB rules. The Underwriter hereby notifies the Issuer that the Underwriter is not acting as a Municipal Advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended), the Underwriter is not an agent of the Issuer, and the Underwriter does not have a fiduciary duty to the Issuer in connection with the matters contemplated by this Agreement. The Issuer has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate.

14. Miscellaneous. (a) If any provision of this Bond Purchase Agreement shall be held or deemed to be or shall, in fact, be inoperative, invalid or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, charter, rule or public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Bond Purchase Agreement invalid, inoperative or unenforceable to any extent whatever.

(b) This Bond Purchase Agreement may be signed in any number of counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

(c) This Bond Purchase Agreement is made solely for the benefit of and is binding on the Issuer and the Underwriter (including successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. It is the entire agreement of the parties, superseding all prior agreements, and may not be modified except in writing signed by both of the parties hereto.

(d) Under this Bond Purchase Agreement, the Underwriter is acting as a principal and not as agent or fiduciary, and the Underwriter's engagement is as an independent contractor and not in any other capacity. The Issuer agrees that it is solely responsible for making its own judgments in connection with the offering of the Bonds regardless of whether the Underwriter has or is currently advising the Issuer on related or other matters.

Sincerely,

ROBERT W. BAIRD & CO. INCORPORATED


By:



Paul Donna, Managing Director

Accepted and agreed to as
of the date first above written:

CITY OF FARGO, NORTH DAKOTA

By: 
Steve Sprague, City Auditor

By: 
Kent Costin, Director of Finance

EXHIBIT A – ADDITIONAL BORROWING INFORMATION**Sources and Uses of Funds**

Sources:	
Bond Proceeds:	
Par Amount	17,315,000.00
	<u>17,315,000.00</u>
Uses:	
Project Fund Deposits:	
Project Amount	15,000,000.00
Other Fund Deposits:	
Capitalized Interest Fund	840,497.77
Debt Service Reserve Fund	<u>1,180,390.50</u>
	2,020,888.27
Cost of Issuance:	
Municipal Advisor	80,000.00
Municipal Advisor out-of-pocket expenses	1,756.00
Bond Counsel	40,500.00
Trustee & Counsel Fees	2,250.00
Trustee Origination	1,300.00
Rating Agency Fee	21,600.00
POS/Official Statement	800.00
Miscellaneous	<u>250.00</u>
	148,956.00
Delivery Date Expenses:	
Underwriter's Discount	142,848.75
Other Uses of Funds:	
Rounding Amount	2,306.98
	<u>17,315,000.00</u>

Bond Summary Statistics

Dated Date	09/06/2018
Delivery Date	09/06/2018
First Coupon	05/01/2019
Last Maturity	05/01/2044
Arbitrage Yield	4.316386%
True Interest Cost (TIC)	4.391430%
Net Interest Cost (NIC)	4.390712%
All-In TIC	4.470647%
Average Coupon	4.339451%
Average Life (years)	16.094
Weighted Average Maturity (years)	16.094
Par Amount	17,315,000.00
Bond Proceeds	17,315,000.00
Total Interest	12,092,653.52
Net Interest	12,235,502.27
Bond Years from Dated Date	278,667.847.22
Bond Years from Delivery Date	278,667.847.22
Total Debt Service	29,407,653.52
Maximum Annual Debt Service	1,180,390.50
Average Annual Debt Service	1,146,373.07

Debt Service Schedule

Date	Principal	Coupon	Interest	Total Debt Service	General Fund	Capitalized Interest Fund	Debt Service Reserve Fund	Net Debt Service	Annual Net Dis
11/01/2018					4,778.34		(4,778.34)		
05/01/2019			475,944.52	475,944.52	15,640.17	(475,944.52)	(15,640.17)		
11/01/2019			364,553.25	364,553.25	15,640.17	(364,553.25)	(15,640.17)		
05/01/2020			364,553.25	364,553.25	(36,059.28)		(15,640.17)	312,853.80	312,853.80
11/01/2020			364,553.25	364,553.25			(15,640.17)	348,913.08	
05/01/2021	445,000	3.300%	364,553.25	809,553.25			(15,640.17)	793,913.08	1,142,826.16
11/01/2021			357,210.75	357,210.75			(15,640.17)	341,570.58	
05/01/2022	460,000	3.400%	357,210.75	817,210.75			(15,640.17)	801,570.58	1,143,141.16
11/01/2022			349,390.75	349,390.75			(15,640.17)	333,750.58	
05/01/2023	475,000	3.510%	349,390.75	824,390.75			(15,640.17)	808,750.58	1,142,501.16
11/01/2023			341,054.50	341,054.50			(15,640.17)	325,414.33	
05/01/2024	490,000	3.610%	341,054.50	831,054.50			(15,640.17)	815,414.33	1,140,828.56
11/01/2024			332,210.00	332,210.00			(15,640.17)	316,569.83	
05/01/2025	510,000	3.730%	332,210.00	842,210.00			(15,640.17)	826,569.83	1,143,139.66
11/01/2025			322,698.50	322,698.50			(15,640.17)	307,058.33	
05/01/2026	530,000	3.830%	322,698.50	852,698.50			(15,640.17)	837,058.33	1,144,116.66
11/01/2026			312,549.00	312,549.00			(15,640.17)	296,908.83	
05/01/2027	550,000	3.910%	312,549.00	862,549.00			(15,640.17)	846,908.83	1,143,817.66
11/01/2027			301,796.50	301,796.50			(15,640.17)	286,156.33	
05/01/2028	570,000	4.010%	301,796.50	871,796.50			(15,640.17)	856,156.33	1,142,312.66
11/01/2028			290,368.00	290,368.00			(15,640.17)	274,727.83	
05/01/2029	595,000	4.080%	290,368.00	885,368.00			(15,640.17)	869,727.83	1,144,455.66
11/01/2029			278,230.00	278,230.00			(15,640.17)	262,589.83	
05/01/2030	615,000	4.160%	278,230.00	893,230.00			(15,640.17)	877,589.83	1,140,179.66
11/01/2030			265,438.00	265,438.00			(15,640.17)	249,797.83	
05/01/2031	645,000	4.160%	265,438.00	910,438.00			(15,640.17)	894,797.83	1,144,595.66
11/01/2031			252,022.00	252,022.00			(15,640.17)	236,381.83	
05/01/2032	670,000	4.260%	252,022.00	922,022.00			(15,640.17)	906,381.83	1,142,763.66
11/01/2032			237,751.00	237,751.00			(15,640.17)	222,110.83	
05/01/2033	700,000	4.260%	237,751.00	937,751.00			(15,640.17)	922,110.83	1,144,221.66
11/01/2033			222,841.00	222,841.00			(15,640.17)	207,200.83	
05/01/2034	730,000	4.370%	222,841.00	952,841.00			(15,640.17)	937,200.83	1,144,401.66
11/01/2034			206,390.50	206,390.50			(15,640.17)	191,250.33	
05/01/2035	765,000	4.370%	206,390.50	971,890.50			(15,640.17)	956,250.33	1,147,500.66
11/01/2035			190,175.25	190,175.25			(15,640.17)	174,535.08	
05/01/2036	800,000	4.370%	190,175.25	990,175.25			(15,640.17)	974,535.08	1,149,070.16
11/01/2036			172,695.25	172,695.25			(15,640.17)	157,055.08	
05/01/2037	835,000	4.370%	172,695.25	1,007,695.25			(15,640.17)	992,055.08	1,149,110.16
11/01/2037			154,450.50	154,450.50			(15,640.17)	138,810.33	
05/01/2038	870,000	4.370%	154,450.50	1,024,450.50			(15,640.17)	1,008,810.33	1,147,620.66
11/01/2038			135,441.00	135,441.00			(15,640.17)	119,800.83	
05/01/2039	900,000	4.470%	135,441.00	1,035,441.00			(15,640.17)	1,019,800.83	1,139,601.66
11/01/2039			115,326.00	115,326.00			(15,640.17)	99,685.83	
05/01/2040	945,000	4.470%	115,326.00	1,060,326.00			(15,640.17)	1,044,685.83	1,144,371.66
11/01/2040			94,205.25	94,205.25			(15,640.17)	78,565.08	
05/01/2041	985,000	4.470%	94,205.25	1,079,205.25			(15,640.17)	1,063,565.08	1,142,130.16
11/01/2041			72,190.50	72,190.50			(15,640.17)	56,550.33	
05/01/2042	1,030,000	4.470%	72,190.50	1,102,190.50			(15,640.17)	1,086,550.33	1,143,100.66
11/01/2042			49,170.00	49,170.00			(15,640.17)	33,529.83	
05/01/2043	1,075,000	4.470%	49,170.00	1,124,170.00			(15,640.17)	1,108,529.83	1,142,059.66
11/01/2043			25,143.75	25,143.75			(15,640.17)	9,503.58	
05/01/2044	1,125,000	4.470%	25,143.75	1,150,143.75			(1,196,030.67)	(45,886.92)	(36,383.34)
	17,315,000		12,092,653.52	29,407,653.52	0.00	(840,497.77)	(1,982,818.11)	26,584,337.64	26,584,337.64

(Remainder of page left intentionally blank)

Pricing Summary

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Serial Bond:					
	05/01/2021	445,000	3.300%	3.300%	100.000
	05/01/2022	460,000	3.400%	3.400%	100.000
	05/01/2023	475,000	3.510%	3.510%	100.000
	05/01/2024	490,000	3.610%	3.610%	100.000
	05/01/2025	510,000	3.730%	3.730%	100.000
	05/01/2026	530,000	3.830%	3.830%	100.000
	05/01/2027	550,000	3.910%	3.910%	100.000
	05/01/2028	570,000	4.010%	4.010%	100.000
	05/01/2029	595,000	4.080%	4.080%	100.000
		<u>4,625,000</u>			
Term Bond 1:					
	05/01/2030	615,000	4.160%	4.160%	100.000
	05/01/2031	645,000	4.160%	4.160%	100.000
		<u>1,260,000</u>			
Term Bond 2:					
	05/01/2032	670,000	4.260%	4.260%	100.000
	05/01/2033	700,000	4.260%	4.260%	100.000
		<u>1,370,000</u>			
Term Bond 3:					
	05/01/2034	730,000	4.370%	4.370%	100.000
	05/01/2035	765,000	4.370%	4.370%	100.000
	05/01/2036	800,000	4.370%	4.370%	100.000
	05/01/2037	835,000	4.370%	4.370%	100.000
	05/01/2038	870,000	4.370%	4.370%	100.000
		<u>4,000,000</u>			
Term Bond 4:					
	05/01/2039	900,000	4.470%	4.470%	100.000
	05/01/2040	945,000	4.470%	4.470%	100.000
	05/01/2041	985,000	4.470%	4.470%	100.000
	05/01/2042	1,030,000	4.470%	4.470%	100.000
	05/01/2043	1,075,000	4.470%	4.470%	100.000
	05/01/2044	1,125,000	4.470%	4.470%	100.000
		<u>6,060,000</u>			
		<u>17,315,000</u>			
Dated Date 09/06/2018					
Delivery Date 09/06/2018					
First Coupon 05/01/2019					
Par Amount 17,315,000.00					
Original Issue Discount					
Production 17,315,000.00 100.000000%					
Underwriter's Discount (142,848.75) (0.825000%)					
Purchase Price 17,172,151.25 99.175000%					
Accrued Interest					
Net Proceeds 17,172,151.25					

(Remainder of page left intentionally blank)



TABLE OF CONTENTS

**City of Fargo, ND
Taxable Annual Appropriation Bonds, Series 2018E
(Block Nine Project)
Aa3 Rated with Negative Outlook; Callable May 1, 2027
Final Pricing as of August 21, 2018**

Report	Page
Sources and Uses of Funds	1
Bond Pricing	2
Bond Debt Service	3
Net Debt Service	4
Bond Summary Statistics	5
Form 8038 Statistics	6
Formula Verification	7

SOURCES AND USES OF FUNDS

City of Fargo, ND
Taxable Annual Appropriation Bonds, Series 2018E
(Block Nine Project)
Aa3 Rated with Negative Outlook; Callable May 1, 2027
Final Pricing as of August 21, 2018

Dated Date 09/06/2018
 Delivery Date 09/06/2018

Sources:

Bond Proceeds:	
Par Amount	17,315,000.00
<hr/>	
	17,315,000.00
<hr/>	

Uses:

Project Fund Deposits:	
Project Amount	15,000,000.00
Other Fund Deposits:	
Capitalized Interest Fund	840,497.77
Debt Service Reserve Fund	1,180,390.50
	<hr/>
	2,020,888.27
Cost of Issuance:	
Municipal Advisor	80,000.00
Municipal Advisor out-of-pocket expenses	1,756.00
Bond Counsel	40,500.00
Trustee & Counsel Fees	2,250.00
Trustee Origination	1,800.00
Rating Agency Fee	21,600.00
POS/Official Statement	800.00
Miscellaneous	250.00
	<hr/>
	148,956.00
Delivery Date Expenses:	
Underwriter's Discount	142,848.75
Other Uses of Funds:	
Rounding Amount	2,306.98
<hr/>	
	17,315,000.00
<hr/>	

BOND PRICING

City of Fargo, ND
Taxable Annual Appropriation Bonds, Series 2018E
(Block Nine Project)
Aa3 Rated with Negative Outlook; Callable May 1, 2027
Final Pricing as of August 21, 2018

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Serial Bond:					
	05/01/2021	445,000	3.300%	3.300%	100.000
	05/01/2022	460,000	3.400%	3.400%	100.000
	05/01/2023	475,000	3.510%	3.510%	100.000
	05/01/2024	490,000	3.610%	3.610%	100.000
	05/01/2025	510,000	3.730%	3.730%	100.000
	05/01/2026	530,000	3.830%	3.830%	100.000
	05/01/2027	550,000	3.910%	3.910%	100.000
	05/01/2028	570,000	4.010%	4.010%	100.000
	05/01/2029	595,000	4.080%	4.080%	100.000
		<u>4,625,000</u>			
Term Bond 1:					
	05/01/2030	615,000	4.160%	4.160%	100.000
	05/01/2031	645,000	4.160%	4.160%	100.000
		<u>1,260,000</u>			
Term Bond 2:					
	05/01/2032	670,000	4.260%	4.260%	100.000
	05/01/2033	700,000	4.260%	4.260%	100.000
		<u>1,370,000</u>			
Term Bond 3:					
	05/01/2034	730,000	4.370%	4.370%	100.000
	05/01/2035	765,000	4.370%	4.370%	100.000
	05/01/2036	800,000	4.370%	4.370%	100.000
	05/01/2037	835,000	4.370%	4.370%	100.000
	05/01/2038	870,000	4.370%	4.370%	100.000
		<u>4,000,000</u>			
Term Bond 4:					
	05/01/2039	900,000	4.470%	4.470%	100.000
	05/01/2040	945,000	4.470%	4.470%	100.000
	05/01/2041	985,000	4.470%	4.470%	100.000
	05/01/2042	1,030,000	4.470%	4.470%	100.000
	05/01/2043	1,075,000	4.470%	4.470%	100.000
	05/01/2044	1,125,000	4.470%	4.470%	100.000
		<u>6,060,000</u>			
		<u>17,315,000</u>			

Dated Date	09/06/2018	
Delivery Date	09/06/2018	
First Coupon	05/01/2019	
Par Amount	17,315,000.00	
Original Issue Discount		
Production	17,315,000.00	100.000000%
Underwriter's Discount	(142,848.75)	(0.825000%)
Purchase Price	17,172,151.25	99.175000%
Accrued Interest		
Net Proceeds	17,172,151.25	

BOND DEBT SERVICE

City of Fargo, ND
Taxable Annual Appropriation Bonds, Series 2018E
(Block Nine Project)
Aa3 Rated with Negative Outlook; Callable May 1, 2027
Final Pricing as of August 21, 2018

Dated Date 09/06/2018
Delivery Date 09/06/2018

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
09/06/2018					
05/01/2019			475,944.52	475,944.52	475,944.52
11/01/2019			364,553.25	364,553.25	
05/01/2020			364,553.25	364,553.25	729,106.50
11/01/2020			364,553.25	364,553.25	
05/01/2021	445,000	3.300%	364,553.25	809,553.25	1,174,106.50
11/01/2021			357,210.75	357,210.75	
05/01/2022	460,000	3.400%	357,210.75	817,210.75	1,174,421.50
11/01/2022			349,390.75	349,390.75	
05/01/2023	475,000	3.510%	349,390.75	824,390.75	1,173,781.50
11/01/2023			341,054.50	341,054.50	
05/01/2024	490,000	3.610%	341,054.50	831,054.50	1,172,109.00
11/01/2024			332,210.00	332,210.00	
05/01/2025	510,000	3.730%	332,210.00	842,210.00	1,174,420.00
11/01/2025			322,698.50	322,698.50	
05/01/2026	530,000	3.830%	322,698.50	852,698.50	1,175,397.00
11/01/2026			312,549.00	312,549.00	
05/01/2027	550,000	3.910%	312,549.00	862,549.00	1,175,098.00
11/01/2027			301,796.50	301,796.50	
05/01/2028	570,000	4.010%	301,796.50	871,796.50	1,173,593.00
11/01/2028			290,368.00	290,368.00	
05/01/2029	595,000	4.080%	290,368.00	885,368.00	1,175,736.00
11/01/2029			278,230.00	278,230.00	
05/01/2030	615,000	4.160%	278,230.00	893,230.00	1,171,460.00
11/01/2030			265,438.00	265,438.00	
05/01/2031	645,000	4.160%	265,438.00	910,438.00	1,175,876.00
11/01/2031			252,022.00	252,022.00	
05/01/2032	670,000	4.260%	252,022.00	922,022.00	1,174,044.00
11/01/2032			237,751.00	237,751.00	
05/01/2033	700,000	4.260%	237,751.00	937,751.00	1,175,502.00
11/01/2033			222,841.00	222,841.00	
05/01/2034	730,000	4.370%	222,841.00	952,841.00	1,175,682.00
11/01/2034			206,890.50	206,890.50	
05/01/2035	765,000	4.370%	206,890.50	971,890.50	1,178,781.00
11/01/2035			190,175.25	190,175.25	
05/01/2036	800,000	4.370%	190,175.25	990,175.25	1,180,350.50
11/01/2036			172,695.25	172,695.25	
05/01/2037	835,000	4.370%	172,695.25	1,007,695.25	1,180,390.50
11/01/2037			154,450.50	154,450.50	
05/01/2038	870,000	4.370%	154,450.50	1,024,450.50	1,178,901.00
11/01/2038			135,441.00	135,441.00	
05/01/2039	900,000	4.470%	135,441.00	1,035,441.00	1,170,882.00
11/01/2039			115,326.00	115,326.00	
05/01/2040	945,000	4.470%	115,326.00	1,060,326.00	1,175,652.00
11/01/2040			94,205.25	94,205.25	
05/01/2041	985,000	4.470%	94,205.25	1,079,205.25	1,173,410.50
11/01/2041			72,190.50	72,190.50	
05/01/2042	1,030,000	4.470%	72,190.50	1,102,190.50	1,174,381.00
11/01/2042			49,170.00	49,170.00	
05/01/2043	1,075,000	4.470%	49,170.00	1,124,170.00	1,173,340.00
11/01/2043			25,143.75	25,143.75	
05/01/2044	1,125,000	4.470%	25,143.75	1,150,143.75	1,175,287.50
	17,315,000		12,092,653.52	29,407,653.52	29,407,653.52



NET DEBT SERVICE
City of Fargo, ND
Taxable Annual Appropriation Bonds, Series 2018E
(Block Nine Project)
Aa3 Rated with Negative Outlook; Callable May 1, 2027
Final Pricing as of August 21, 2018

Date	Principal	Coupon	Interest	Total Debt Service	General Fund	Capitalized Interest Fund	Debt Service Reserve Fund	Net Debt Service	Annual Net D/S
11/01/2018					4,778.94		(4,778.94)		
05/01/2019			475,944.52	475,944.52	15,640.17	(475,944.52)	(15,640.17)		
11/01/2019			364,553.25	364,553.25	15,640.17	(364,553.25)	(15,640.17)		
05/01/2020			364,553.25	364,553.25	(36,059.28)		(15,640.17)	312,853.80	312,853.80
11/01/2020			364,553.25	364,553.25			(15,640.17)	348,913.08	
05/01/2021	445,000	3.300%	364,553.25	809,553.25			(15,640.17)	793,913.08	1,142,826.16
11/01/2021			357,210.75	357,210.75			(15,640.17)	341,570.58	
05/01/2022	460,000	3.400%	357,210.75	817,210.75			(15,640.17)	801,570.58	1,143,141.16
11/01/2022			349,390.75	349,390.75			(15,640.17)	333,750.58	
05/01/2023	475,000	3.510%	349,390.75	824,390.75			(15,640.17)	808,750.58	1,142,501.16
11/01/2023			341,054.50	341,054.50			(15,640.17)	325,414.33	
05/01/2024	490,000	3.610%	341,054.50	831,054.50			(15,640.17)	815,414.33	1,140,828.66
11/01/2024			332,210.00	332,210.00			(15,640.17)	316,569.83	
05/01/2025	510,000	3.730%	332,210.00	842,210.00			(15,640.17)	826,569.83	1,143,139.66
11/01/2025			322,698.50	322,698.50			(15,640.17)	307,058.33	
05/01/2026	530,000	3.830%	322,698.50	852,698.50			(15,640.17)	837,058.33	1,144,116.66
11/01/2026			312,549.00	312,549.00			(15,640.17)	296,908.83	
05/01/2027	550,000	3.910%	312,549.00	862,549.00			(15,640.17)	846,908.83	1,143,817.66
11/01/2027			301,796.50	301,796.50			(15,640.17)	286,156.33	
05/01/2028	570,000	4.010%	301,796.50	871,796.50			(15,640.17)	856,156.33	1,142,312.66
11/01/2028			290,368.00	290,368.00			(15,640.17)	274,727.83	
05/01/2029	595,000	4.080%	290,368.00	885,368.00			(15,640.17)	869,727.83	1,144,455.66
11/01/2029			278,230.00	278,230.00			(15,640.17)	262,589.83	
05/01/2030	615,000	4.160%	278,230.00	893,230.00			(15,640.17)	877,589.83	1,140,179.66
11/01/2030			265,438.00	265,438.00			(15,640.17)	249,797.83	
05/01/2031	645,000	4.160%	265,438.00	910,438.00			(15,640.17)	894,797.83	1,144,595.66
11/01/2031			252,022.00	252,022.00			(15,640.17)	236,381.83	
05/01/2032	670,000	4.260%	252,022.00	922,022.00			(15,640.17)	906,381.83	1,142,763.66
11/01/2032			237,751.00	237,751.00			(15,640.17)	222,110.83	
05/01/2033	700,000	4.260%	237,751.00	937,751.00			(15,640.17)	922,110.83	1,144,221.66
11/01/2033			222,841.00	222,841.00			(15,640.17)	207,200.83	
05/01/2034	730,000	4.370%	222,841.00	952,841.00			(15,640.17)	937,200.83	1,144,401.66
11/01/2034			206,890.50	206,890.50			(15,640.17)	191,250.33	
05/01/2035	765,000	4.370%	206,890.50	971,890.50			(15,640.17)	956,250.33	1,147,500.66
11/01/2035			190,175.25	190,175.25			(15,640.17)	174,335.08	
05/01/2036	800,000	4.370%	190,175.25	990,175.25			(15,640.17)	974,335.08	1,149,070.16
11/01/2036			172,695.25	172,695.25			(15,640.17)	157,055.08	
05/01/2037	835,000	4.370%	172,695.25	1,007,695.25			(15,640.17)	992,055.08	1,149,110.16
11/01/2037			154,450.50	154,450.50			(15,640.17)	138,810.33	
05/01/2038	870,000	4.370%	154,450.50	1,024,450.50			(15,640.17)	1,008,810.33	1,147,620.66
11/01/2038			135,441.00	135,441.00			(15,640.17)	119,800.83	
05/01/2039	900,000	4.470%	135,441.00	1,035,441.00			(15,640.17)	1,019,800.83	1,139,601.66
11/01/2039			115,326.00	115,326.00			(15,640.17)	99,685.83	
05/01/2040	945,000	4.470%	115,326.00	1,060,326.00			(15,640.17)	1,044,685.83	1,144,371.66
11/01/2040			94,205.25	94,205.25			(15,640.17)	78,565.08	
05/01/2041	985,000	4.470%	94,205.25	1,079,205.25			(15,640.17)	1,063,565.08	1,142,130.16
11/01/2041			72,190.50	72,190.50			(15,640.17)	56,550.33	
05/01/2042	1,030,000	4.470%	72,190.50	1,102,190.50			(15,640.17)	1,086,550.33	1,143,100.66
11/01/2042			49,170.00	49,170.00			(15,640.17)	33,529.83	
05/01/2043	1,075,000	4.470%	49,170.00	1,124,170.00			(15,640.17)	1,108,529.83	1,142,059.66
11/01/2043			25,143.75	25,143.75			(15,640.17)	9,503.58	
05/01/2044	1,125,000	4.470%	25,143.75	1,150,143.75			(1,196,030.67)	(45,886.92)	(36,383.34)
	17,315,000		12,092,653.52	29,407,653.52	0.00	(840,497.77)	(1,982,818.11)	26,584,337.64	26,584,337.64

BOND SUMMARY STATISTICS

**City of Fargo, ND
Taxable Annual Appropriation Bonds, Series 2018E
(Block Nine Project)
Aa3 Rated with Negative Outlook; Callable May 1, 2027
Final Pricing as of August 21, 2018**

Dated Date	09/06/2018
Delivery Date	09/06/2018
First Coupon	05/01/2019
Last Maturity	05/01/2044
Arbitrage Yield	4.316386%
True Interest Cost (TIC)	4.391430%
Net Interest Cost (NIC)	4.390712%
All-In TIC	4.470647%
Average Coupon	4.339451%
Average Life (years)	16.094
Weighted Average Maturity (years)	16.094
Par Amount	17,315,000.00
Bond Proceeds	17,315,000.00
Total Interest	12,092,653.52
Net Interest	12,235,502.27
Bond Years from Dated Date	278,667,847.22
Bond Years from Delivery Date	278,667,847.22
Total Debt Service	29,407,653.52
Maximum Annual Debt Service	1,180,390.50
Average Annual Debt Service	1,146,373.07

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Serial Bond	4,625,000.00	100.000	3.828%	6.895	07/29/2025	2,730.20
Term Bond 1	1,260,000.00	100.000	4.160%	12.165	11/05/2030	1,234.80
Term Bond 2	1,370,000.00	100.000	4.260%	14.164	11/04/2032	1,479.60
Term Bond 3	4,000,000.00	100.000	4.370%	17.740	06/02/2036	5,200.00
Term Bond 4	6,060,000.00	100.000	4.470%	23.281	12/17/2041	9,150.60
	17,315,000.00			16.094		19,795.20

	TIC	All-In TIC	Arbitrage Yield
Par Value	17,315,000.00	17,315,000.00	17,315,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	(142,848.75)	(142,848.75)	
- Cost of Issuance Expense		(148,956.00)	
- Other Amounts			
Target Value	17,172,151.25	17,023,195.25	17,315,000.00
Target Date	09/06/2018	09/06/2018	09/06/2018
Yield	4.391430%	4.470647%	4.316386%

FORM 8038 STATISTICS

City of Fargo, ND
Taxable Annual Appropriation Bonds, Series 2018E
(Block Nine Project)
Aa3 Rated with Negative Outlook; Callable May 1, 2027
Final Pricing as of August 21, 2018

Dated Date 09/06/2018
Delivery Date 09/06/2018

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Serial Bond:						
	05/01/2021	445,000.00	3.300%	100.000	445,000.00	445,000.00
	05/01/2022	460,000.00	3.400%	100.000	460,000.00	460,000.00
	05/01/2023	475,000.00	3.510%	100.000	475,000.00	475,000.00
	05/01/2024	490,000.00	3.610%	100.000	490,000.00	490,000.00
	05/01/2025	510,000.00	3.730%	100.000	510,000.00	510,000.00
	05/01/2026	530,000.00	3.830%	100.000	530,000.00	530,000.00
	05/01/2027	550,000.00	3.910%	100.000	550,000.00	550,000.00
	05/01/2028	570,000.00	4.010%	100.000	570,000.00	570,000.00
	05/01/2029	595,000.00	4.080%	100.000	595,000.00	595,000.00
Term Bond 1:						
	05/01/2030	615,000.00	4.160%	100.000	615,000.00	615,000.00
	05/01/2031	645,000.00	4.160%	100.000	645,000.00	645,000.00
Term Bond 2:						
	05/01/2032	670,000.00	4.260%	100.000	670,000.00	670,000.00
	05/01/2033	700,000.00	4.260%	100.000	700,000.00	700,000.00
Term Bond 3:						
	05/01/2034	730,000.00	4.370%	100.000	730,000.00	730,000.00
	05/01/2035	765,000.00	4.370%	100.000	765,000.00	765,000.00
	05/01/2036	800,000.00	4.370%	100.000	800,000.00	800,000.00
	05/01/2037	835,000.00	4.370%	100.000	835,000.00	835,000.00
	05/01/2038	870,000.00	4.370%	100.000	870,000.00	870,000.00
Term Bond 4:						
	05/01/2039	900,000.00	4.470%	100.000	900,000.00	900,000.00
	05/01/2040	945,000.00	4.470%	100.000	945,000.00	945,000.00
	05/01/2041	985,000.00	4.470%	100.000	985,000.00	985,000.00
	05/01/2042	1,030,000.00	4.470%	100.000	1,030,000.00	1,030,000.00
	05/01/2043	1,075,000.00	4.470%	100.000	1,075,000.00	1,075,000.00
	05/01/2044	1,125,000.00	4.470%	100.000	1,125,000.00	1,125,000.00
		17,315,000.00			17,315,000.00	17,315,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	05/01/2044	4.470%	1,125,000.00	1,125,000.00		
Entire Issue			17,315,000.00	17,315,000.00	16.0940	4.3164%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	291,804.75
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	1,180,390.50

FORMULA VERIFICATION

**City of Fargo, ND
Taxable Annual Appropriation Bonds, Series 2018E
(Block Nine Project)
Aa3 Rated with Negative Outlook; Callable May 1, 2027
Final Pricing as of August 21, 2018**

Component	Formula	Vector	Value
COI_MN	80,000		80,000.00
COI_MN	1,756		1,756.00
COI_MN	40,500		40,500.00
COI_MN	2,250		2,250.00
COI_MN	1,800		1,800.00
COI_MN	21,600		21,600.00
COI_MN	800		800.00
COI_MN	250		250.00
COI_MN	.825% of Par Amount		142,848.75
CAPI	Adjusted Bond Interest through 11/1/2019	V1	
DSRF	10% of Par Amount		1,731,500.00
DSRF	Maximum annual Debt Service		1,180,390.50
DSRF	125% of average annual adjusted Debt Service		1,432,966.33
DSRF	Debt Service Reserve Fund		1,180,390.50
TOTALDS	Total Debt Service		29,407,653.52
TOTALDS	Total Debt Service		29,407,653.52
AVGDS	Average annual adjusted Debt Service		1,146,373.07
AVGDS	Average Annual Debt Service		1,146,373.07

Date	V1
05/01/2019	475,944.52
11/01/2019	364,553.25
	840,497.77



Office of the City Attorney

City Attorney
Erik R. Johnson

August 23, 2018

Assistant City Attorney
Nancy J. Morris

Board of City Commissioners
City Hall
200 3rd Street North
Fargo, ND 58102

RE: Block Nine Project—Encroachment Agreements for Podium/Tower structure and for Plaza

Dear Commissioners:

Enclosed for your review and approval are two agreements pertaining to the Block Nine Project. At its inception, the Block Nine Project contemplated the Plaza design incorporating the public sidewalk (while still keeping it as a public sidewalk) and portions of the streets adjacent to the Plaza. As to the Podium and Tower structure, there may be some encroachment needed for blade signage (above-ground level) and other facilities or fixtures to be identified in the future. These agreements are somewhat forward-looking in nature—the encroachment is agreed-upon in concept with the understanding that as designs are more fully developed, the City and Developer will address the detailed arrangements.

SUGGESTED MOTION: I move to approve the encroachment agreements for the Block Nine Project for the podium/tower property and for the plaza property and authorize the Mayor to execute the same as proposed or in substantially similar form.

Sincerely,

A handwritten signature in black ink, appearing to be "ERJ", written over a horizontal line.

Erik R. Johnson

ERJ

Enclosures



ENCROACHMENT AGREEMENT

(ADJACENT TO BLOCK NINE TOWER)

THIS AGREEMENT, is made and entered into as of the effective date below by and between the **CITY OF FARGO**, a North Dakota municipal corporation [hereinafter “City”] and **BLOCK 9 PARTNERS LLC**, a North Dakota limited liability company [referred to as “Block 9” or “Owner”]

WITNESSETH:

WHEREAS, the City and Owner entered into a Development Agreement dated May 23, 2016 which contemplated the development, design and construction of the “Project” as defined [the “Development Agreement”] in said Development Agreement, as “...the Block 9 Garage, the Plaza, the Skyway Work and the Mixed Use Project...” and in which the Owner is responsible for performing, or causing others to perform, the design, development and construction of the “Mixed Use Project” in accordance with the Development Agreement; and,

WHEREAS, the Mixed Use Project will be located on a parcel of real property owned by Owner and described on attached Exhibit A [the “Tower Parcel”]; and,

WHEREAS, the Tower Parcel has been subjected to N.D.C.C. Chapter 47-04.1 and thus the common areas to be constructed upon or adjacent to the Tower Parcel will be under the control and management of Block 9 Master Condominium Association [the “Association”]; and,

WHEREAS, the envelope for construction, use and operation of the Mixed Use Project will extend into the right-of-way adjacent to the Tower Parcel—on 3rd Avenue North and on Broadway; and,

WHEREAS, Owner anticipates that construction on the Mixed Use Project will commence soon, but a number of design details concerning canopies, blade signs, crosswalks, sidewalks and certain other street level features integral to the Mixed Use Project will not be fully developed for several months and, therefore, certain aspects of this Agreement will be refined and agreed between the parties by way of amendment to this Agreement; and,

WHEREAS, to the extent said Mixed Use Project elements extend into the public right-of-way, the parties wish to enter into an agreement memorializing the terms by which said encroachment is to be allowed;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein, it is hereby agreed by and between the parties as follows:

1. **ENCROACHMENT OF MIXED USE PROJECT ONTO R-O-W.** Block 9, its successors and assigns, is hereby granted the right to encroach and use a portion of the right-of-way, said encroachment being for the purpose of owning and operating the Mixed Use Project, said portion of right-of-way being of varying depths adjoining the North and West boundaries of the Tower Parcel, the particular are be further identified and described by the parties pursuant to the amendment(s) contemplated in the recitals above [the “Encroachment Area”], and the particular items to be specified in such amendment(s).

2. Owner will submit to the City a detailed design of the Encroachment Area prior to taking possession of, commencing the demolition of, or commencing construction within the Encroachment Area, which design must be approved by the City before such possession, demolition or construction is commenced, which approval will not be unreasonably refused. At such time as the detailed design of the Encroachment Area for the Mixed Use Project is being submitted to the City for approval, the Owner and City will, in good faith, identify any detailed terms for the Mixed Use Project encroachment and incorporate these terms into an amendment to this Encroachment Agreement to be approved and executed by the Owner and City. The terms of said amendment will address some or all of the following:

A. A travelable sidewalk must be open at all times. There should never be an event or other obstruction that doesn’t allow customary pedestrian travel. Said travel route must be compliant with the Americans with Disability Act, as the same is amended from time to time. The requirement to maintain compliance shall be ongoing and, to the extent that changes or improvements must be incorporated into the Encroachment Area, Owner shall be responsible for such changes or improvements. Generally, ADA compliance includes an unobstructed passage for pedestrian travel that is no less than six-foot-wide, which passage must essentially

be a straight pathway with any curvatures to be minimal in nature. In addition to said six-foot path, design of the Encroachment Area for the Mixed Use Project will include a buffer along the curbline that is at least two-feet in width and possibly wider if needed to accommodate the certain facilities.

B. The grant of this encroachment will not be interpreted to authorize the sale or consumption of alcoholic beverages on public right of way that is otherwise prohibited by law.

C. Owner will be responsible for maintenance repair replacement and ADA compliance with respect any items installed in the Encroachment Area. City has the right to enter the Encroachment Area and make repairs if the repairs haven't been made by the Owner and to specially assess the Tower Parcel for such costs.

D. With respect to the removal or demolition of existing city curb, street and sidewalk to accommodate the design of the Mixed Use Project and the Encroachment Area, Owner will pay all such costs for removal, demolition, design and reconstruction and Owner will also pay the reasonable out-of-pocket costs of City, if reasonably necessary, to provide supervision and oversight of such removal and replacement of curb, street and sidewalk.

3. Owner will directly contract for engineering and construction services for the construction, installation of the elements of the Mixed Use Project design within the Encroachment Area. Owner will make direct payment for the services. Owner's contractor(s) and engineer (s) must be licensed under the laws of the State of North Dakota, and otherwise be responsible contractors and engineers as reasonably determined by City.

4. Owner shall be responsible for compliance with all City construction standards and specifications, including but not limited to compliance with the City of Fargo Requirements for Engineering Services on Public Construction Projects, dated April 2007, which can be found at:

- [http://engineering.cityoffargo.com/07_PROJECT%20INFORMATIO
N/COF%20Engineering%20Consultant%20Files/2007-
Requirements%20for%20Engineering%20Services%20on%20Publi
c%20Projects.pdf](http://engineering.cityoffargo.com/07_PROJECT%20INFORMATIO%20N/COF%20Engineering%20Consultant%20Files/2007-Requirements%20for%20Engineering%20Services%20on%20Public%20Projects.pdf)

- All barricades and traffic control measures shall comply with the latest edition of the Manual on Uniform Traffic Control Devices, which can be found at:
- http://mutcd.fhwa.dot.gov/pdfs/2009/pdf_index.htm

- Owner understands and agrees that all construction and modifications must match the existing special details of the Broadway Streetscape, including the square base of the street light and tooled joint sidewalk. Any additional costs shall be borne solely by Owner.

5. City shall have no obligation, liability, or responsibility for the costs incurred by the Owner to complete the Owner's work under this Agreement, including, but not limited to, contractor and engineering fees. In no event will City be responsible for any payments, including payments for additional work or payments for costs occasioned by unforeseen or changed conditions encountered during the work. Nothing in this paragraph shall be interpreted or construed to limit the City's obligations as set forth in the Development Agreement.

6. Owner shall cause the Contractor to remain responsible for maintenance, repair and deficiency corrections for a period of one (1) year following City's acceptance of the work in the right of way not included in the Encroachment Area. Owner shall assign all warranties to City at the time of final acceptance.

7. Owner agrees that failure to secure acceptance from City of the agreed upon modifications and restoration may result in City completing the work and assessing the cost to the Tower Parcel. Owner waives its right to protest the resolution of necessity for the improvements and restoration or other provisions of NDCC Chapter 40-27 as the same may be amended for which such resolutions are required pursuant to North Dakota Century Code, Section 40-22-17, and Owner specifically consents to the restoration of the sidewalk to its pre-existing condition upon termination of this Agreement. Owner further consents to the assessment of cost thereof to the Tower Parcel, and waives any right to protest the benefit or other assessment attributed to the construction. Project costs which may be assessed against the Tower Parcel include all costs of the improvement that are authorized by North Dakota law, include; NDCC §40-23-05, such as engineering, fiscal agent's and attorney's fees for any services in connection with authorization and financing of the improvement, and all other costs as authorized by law.

8. Owner, its successors and assigns will, during any use of said public right-of-way, use due care to protect city streets, utilities and all other public property, minimize disruption to pedestrian travel in accordance with MUTCD Standards and Specifications.

9. To the extent Owner no longer occupies the Encroachment Area as contemplated by the Agreement, or if this Agreement is terminated, Owner will restore and replace all public property thereby affected to its pre-encroachment condition, or pay all costs above those that would be incurred by City to restore such surface. However, Owner shall not be required to re-construct any planter to its larger configuration or move the streetlight to its original location.

10. It is understood and agreed by and between the parties that Owner, its successors and assigns, will be responsible for the repair or replacement of any public property which may be damaged or destroyed as a direct or indirect result of the use of the public right of way. Owner agrees to accept all maintenance responsibility for the sidewalk.

11. Owner agrees to indemnify, release and hold harmless City for any and all design and construction deficiencies for a period of one year following the City's acceptance of any work and any damages arising as result thereof, including consequential and foreseeable damages.

12. Upon completion of the agreed modifications, Owner shall submit a written final inspection request, indicating substantial completion. Owner shall include as-built plans and specifications. City will promptly conduct a final inspection. The travel path shall be clean and free of debris at the time of inspection. The City, following its inspection, shall note deficiencies, if any, and indicate intended course and timing of resolution. City shall provide a Certificate of Acceptance letter upon final acceptance of any applicable work in a form reasonably acceptable to City.

13. Owner, its successors and assigns, agrees to further hold the City harmless against any and all expenses, demands, claims or losses of any kind that may be sustained by City, its officers, agents and employees, its property, streets, sidewalks, or any other municipal improvements by reason of the use of the public rights-of-way as aforesaid. Owner agrees to provide to the City a certificate of insurance indicating acceptance by its insurer of its obligation to defend and hold the City harmless as hereinabove stated.

14. Owner, its successors and assigns, agree to hold the City harmless for any expenses, damages, demands, claims or losses of any kind to any of Owner's property located in the Encroachment Area occasioned by normal City operations in the right of way, including but not limited to snow removal, light maintenance, and water or sewer repairs.

15. Except as provided in the following sentence: this Agreement is personal to Owner and cannot be sold, transferred or otherwise assigned; this Agreement shall immediately terminate upon Owner's sale, transfer or assignment of the Tower Parcel; and subsequent owners may request permission to encroach, and enter into a separate Agreement with City, in which case City will not unreasonably withhold permission to encroach under the terms herein. City hereby consents to the management and control of common areas of Mixed Use Project, including those that may be located in the Encroachment Area; the Association shall inure to and be bound by the rights and obligations of this Agreement.

16. It is understood and agreed by and between the parties that this Agreement and permission to encroach is given subject to any limitation on the authority of City to grant such permission, which may now or hereafter exist, provided City acknowledges that it is not aware of any current such limitations.

17. **TERMINATION OF ENCROACHMENT.** The authorization from the City allowing the encroachment onto City right-of-way should extend and continue so long as the Mixed Use Project remains on the Tower Parcel. The provisions of this Agreement pertaining to the obligations of Owner to vacate the Encroachment Area, to restore the Encroachment Area, to allow the City to assess certain costs of restoration, et cetera, shall survive the termination of said authorization and this Agreement, itself, shall terminate only at such time as restoration of the right of way has been completed, all warranties for such work are expired and all costs to be paid by Owner have, in fact, been either paid or have been appropriately assessed against the benefitting parcel.

18. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.

19. The failure or delay of City to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the City to enforce each and every term of this Agreement.

20. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this

Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.

21. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.

22. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

23. It is specifically agreed between the parties that a copy of this Agreement may be recorded.

24. **EFFECTIVE DATE.** This Agreement shall be effective as of the date and year last signed by the parties below, as reflected by the date of acknowledgement thereof.

BLOCK 9 PARTNERS LLC

By _____

Its _____

STATE OF NORTH DAKOTA)
) ss:
COUNTY OF CASS)

On this ____ day of August, 2018, before me, a notary public in and for said county and state, personally appeared _____ to me known to be the _____ of **BLOCK 9 DEVELOPMENT LLC.**, the entity described in and that executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

Notary Public

(SEAL)

EXHIBIT A

Description of Tower Parcel

Units 1, 2, 3, 4 and 5, Block 9 Master Condominium, a condominium created pursuant to a Declaration Establishing a Plan for Condominium Ownership recorded in the office of the County Recorder for Cass County, North Dakota as Document Number _____.

ENCROACHMENT AGREEMENT

(ADJACENT TO BLOCK NINE PLAZA)

THIS AGREEMENT, is made and entered into as of the effective date below by and between the **CITY OF FARGO**, a North Dakota municipal corporation [hereinafter “City”] and **BLOCK 9 PARTNERS LLC**, a North Dakota limited liability company [referred to as “Block 9” or “Owner”]

WITNESSETH:

WHEREAS, the City and Owner entered into a Development Agreement dated May 23, 2016 which contemplated the development, design and construction of the “Project” as defined [the “Development Agreement”] in said Development Agreement, as “...the Block 9 Garage, the Plaza, the Skyway Work and the Mixed Use Project...” and in which the Owner is responsible for performing, or causing others to perform, all the “Plaza Work” required to design, develop and construct the “Plaza” in accordance with the Development Agreement (See section 7.1(b) thereof); and,

WHEREAS, the majority of the Plaza will be located on a parcel of real property owned by Owner and described on attached Exhibit A [the “Plaza Parcel”]; and,

WHEREAS, at such time as the construction of the Plaza approaches completion, or completion is attained, Owner intends to transfer and convey the Plaza Parcel, as improved, to Block 9 Plaza Owner LLC, a North Dakota limited liability company [“Plaza Owner”], and, in turn, Plaza Owner will enter into a long-term lease of the Plaza [hereinafter the “Plaza Lease”] to Block 9 Plaza, a North Dakota non-profit corporation, and Block 9 Plaza will take possession of, and operate or cause to be operated, the said Plaza; and,

WHEREAS, the envelope for construction, use and operation of the Plaza will extend into the right-of-way adjacent to the Plaza Parcel—on 2nd Avenue North and on Broadway; and,

WHEREAS, Owner anticipates that construction on the Plaza will not commence until sometime time in 2019, and anticipates that the design of the Plaza, and the construction drawings thereof will not be complete for several months and, therefore, certain aspects of this Agreement will be refined and agreed between the parties by way of amendment to this Agreement; and,

WHEREAS, to the extent said Plaza elements extend into the public right-of-way, the parties wish to enter into an agreement memorializing the terms by which said encroachment is to be allowed;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein, it is hereby agreed by and between the parties as follows:

1. **ENCROACHMENT OF PLAZA ONTO R-O-W.** Block 9, its successors and assigns, is hereby granted the right to encroach and use a portion of the right-of-way, said encroachment being for the purpose of owning and operating a plaza for public use and private events as described in the Plaza Lease, said portion of right-of-way being approximately 25 feet in depth adjoining the South and West boundaries of the Plaza Parcel, which will be further identified and described by the parties pursuant to an amendment contemplated in the recitals above [the "Encroachment Area"].

2. Owner will submit to the City a detailed design of the Encroachment Area prior to taking possession of, commencing the demolition of, or commencing construction within the Encroachment Area, which design must be approved by the City before such possession, demolition or construction is commenced, which approval will not be unreasonably refused. At such time as the detailed design of the Encroachment Area for the Plaza is being submitted to the City for approval, the Owner and City will, in good faith, identify any detailed terms for the Plaza encroachment and incorporate these terms into an amendment to this Encroachment Agreement to be approved and executed by the Owner and City. The terms of said amendment will address some or all of the following:

A. A travelable sidewalk must be open at all times. There should never be an event that doesn't allow customary pedestrian travel. Said travel route must be compliant with the Americans with Disability Act, as the same is amended from time to time. The requirement to maintain compliance shall be ongoing and, to the extent that changes or improvements must be incorporated into the Encroachment Area, Owner shall be responsible for such changes or improvements. Generally, ADA compliance includes an unobstructed passage for pedestrian travel that is no less

than six-foot-wide, which passage must essentially be a straight pathway with any curvatures to be minimal in nature. In addition to said six-foot path, design of the Encroachment Area for the Plaza will include a buffer along the curbline that is at least two-feet in width and possibly wider if needed to accommodate the certain facilities.

B. To the extent that any temporary fences or barricades are erected to contain private events held on the Plaza, said fences or barricades will not obstruct the said pedestrian passageway as described above. Further, such temporary fences or barricades shall be installed or erected so that there is a generally naturally transition from the public sidewalk adjacent to the Encroachment Area (e.g. the sidewalk fronting US Bank along 2nd Avenue North).

C. The grant of this encroachment will not be interpreted to authorize the sale or consumption of alcoholic beverages on public right of way that is otherwise prohibited by law.

D. Owner will be responsible for maintenance repair replacement and ADA compliance with respect to any pavers installed in the Encroachment Area. City has the right to enter the Encroachment Area and make repairs if the repairs haven't been made by the Owner and to specially assess the property for such costs.

E. With respect to the removal or demolition of existing city curb, street and sidewalk to accommodate the design of the Plaza and the Encroachment Area, Owner will pay all such costs for removal, demolition, design and reconstruction and Owner will also pay the reasonable out-of-pocket costs of City, if reasonably necessary, to provide supervision and oversight of such removal and replacement of curb, street and sidewalk.

3. Owner will directly contract for engineering and construction services for the construction, installation of the elements of the Plaza design within the Encroachment Area. Owner will make direct payment for the services. Owner's contractor(s) and engineer (s) must be licensed under the laws of the State of North Dakota, and otherwise be responsible contractors and engineers as reasonably determined by City.

4. Owner shall be responsible for compliance with all City construction standards and specifications, including but not limited to compliance with the City of Fargo Requirements for Engineering Services on Public Construction Projects, dated April 2007, which can be found at:

- http://engineering.cityoffargo.com/07_PROJECT%20INFORMATIO N/ COF%20Engineering%20Consultant%20Files/2007- Requirements%20for%20Engineering%20Services%20on%20Publi c%20Projects.pdf

- All barricades and traffic control measures shall comply with the latest edition of the Manual on Uniform Traffic Control Devices, which can be found at:
- http://mutcd.fhwa.dot.gov/pdfs/2009/pdf_index.htm
- Owner understands and agrees that all construction and modifications must match the existing special details of the Broadway Streetscape, including the square base of the street light and tooled joint sidewalk. Any additional costs shall be borne solely by Owner.

5. City shall have no obligation, liability, or responsibility for the costs incurred by the Owner to complete the Owner's work under this Agreement, including, but not limited to, contractor and engineering fees. In no event will City be responsible for any payments, including payments for additional work or payments for costs occasioned by unforeseen or changed conditions encountered during the work. Nothing in this paragraph shall be interpreted or construed to limit the City's obligations as set forth in the Development Agreement.

6. Owner shall cause the Contractor to remain responsible for maintenance, repair and deficiency corrections for a period of one (1) year following City's acceptance of the work in the right of way not included in the Encroachment Area. Owner shall assign all warranties to City at the time of final acceptance.

7. Owner agrees that failure to secure acceptance from City of the agreed upon modifications and restoration may result in City completing the work and assessing the cost to the Plaza Parcel. Owner waives its right to protest the resolution of necessity for the improvements and restoration or other provisions of NDCC Chapter 40-27 as the same may be amended for which such resolutions are required pursuant to North Dakota Century Code, Section 40-22-17, and Owner specifically consents to the restoration of the sidewalk to its pre-existing condition upon termination of this Agreement. Owner further consents to the assessment of cost thereof to the Plaza Parcel, and waives any right to protest the benefit or other assessment attributed to the construction. Project costs which may be assessed against the Plaza Parcel include all costs of the improvement that are authorized by North Dakota law,

include; NDCC §40-23-05, such as engineering, fiscal agent's and attorney's fees for any services in connection with authorization and financing of the improvement, and all other costs as authorized by law.

8. Owner, its successors and assigns will, during any use of said public right-of-way, use due care to protect city streets, utilities and all other public property, minimize disruption to pedestrian travel in accordance with MUTCD Standards and Specifications.

9. If Owner no longer occupies the Encroachment Area as contemplated by the Agreement, or if this Agreement is terminated, Owner will restore and replace all public property to its pre-encroachment condition, or pay all costs above those that would be incurred by City to restore such surface. However, Owner shall not be required to re-construct any planter to its larger configuration or move the streetlight to its original location.

10. It is understood and agreed by and between the parties that Owner, its successors and assigns, will be responsible for the repair or replacement of any public property which may be damaged or destroyed as a direct or indirect result of the use of the public right of way. Owner agrees to accept all maintenance responsibility for the sidewalk.

11. Owner agrees to indemnify, release and hold harmless City for any and all design and construction deficiencies for a period of one year following the City's acceptance of any work and any damages arising as result thereof, including consequential and foreseeable damages.

12. Upon completion of the agreed modifications, Owner shall submit a written final inspection request, indicating substantial completion. Owner shall include as-built plans and specifications. City will promptly conduct a final inspection. The travel path shall be clean and free of debris at the time of inspection. The City, following its inspection, shall note deficiencies, if any, and indicate intended course and timing of resolution. City shall provide a Certificate of Acceptance letter upon final acceptance of any applicable work in a form reasonably acceptable to City.

13. Owner, its successors and assigns, agrees to further hold the City harmless against any and all expenses, demands, claims or losses of any kind that may be sustained by City, its officers, agents and employees, its property, streets, sidewalks, or any other municipal improvements by reason of the use of the public rights-of-way as aforesaid. Owner agrees to

provide to the City a certificate of insurance indicating acceptance by its insurer of its obligation to defend and hold the City harmless as hereinabove stated.

14. Owner, its successors and assigns, agree to hold the City harmless for any expenses, damages, demands, claims or losses of any kind to any of Owner's property located in the Encroachment Area occasioned by normal City operations in the right of way, including but not limited to snow removal, light maintenance, and water or sewer repairs.

15. Except as provided in the following sentence: this Agreement is personal to Owner and cannot be sold, transferred or otherwise assigned; this Agreement shall immediately terminate upon Owner's sale, transfer or assignment of the Plaza Parcel; and subsequent owners may request permission to encroach, and enter into a separate Agreement with City, in which case City will not unreasonably withhold permission to encroach under the terms herein. City hereby consents to the proposed transfer of the Plaza Parcel from Owner to Plaza Owner, and in such case Plaza Owner shall automatically inure to and be bound by the rights and obligations of this Agreement.

16. It is understood and agreed by and between the parties that this Agreement and permission to encroach is given subject to any limitation on the authority of City to grant such permission, which may now or hereafter exist, provided City acknowledges that it is not aware of any current such limitations.

17. **TERMINATION OF ENCROACHMENT.** The authorization from the City allowing the encroachment onto City right-of-way should extend and continue so long as the Plaza Lease is in effect; except to the extent that a replacement or alternative lease agreement is put into effect within sixty days of the termination of the Plaza Lease which replacement or alternative lease agreement is acceptable to the City in the City's sole discretion. The provisions of this Agreement pertaining to the obligations of Owner to vacate the Encroachment Area, to restore the Encroachment Area, to allow the City to assess certain costs of restoration, et cetera, shall survive the termination of said authorization and this Agreement, itself, shall terminate only at such time as restoration of the right of way has been completed, all warranties for such work are expired and all costs to be paid by Owner have, in fact, been either paid or have been appropriately assessed against the benefitting parcel.

18. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in District

Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.

19. The failure or delay of City to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the City to enforce each and every term of this Agreement.

20. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.

21. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.

22. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

23. It is specifically agreed between the parties that a copy of this Agreement may be recorded.

24. **EFFECTIVE DATE.** This Agreement shall be effective as of the date and year last signed by the parties below, as reflected by the date of acknowledgement thereof.

EXHIBIT A

Description of Plaza Parcel

All of Lots 1, 22, 23 and 24, Block 9, together with a portion of Lot 21, said Block 9, and a portion of the vacated alley in said Block 9, all in Keeney and Devitt's Addition to the City of Fargo, Cass County, North Dakota, and all being more particularly described as follows:

COMMENCING at the Southeast Corner of said Block 9; thence South $87^{\circ}07'23''$ West (assumed bearing), along the southerly line of said Block 9, for a distance of 149.96 feet to the TRUE POINT OF BEGINNING; thence North $02^{\circ}51'30''$ West for a distance of 102.31 feet; thence South $87^{\circ}05'59''$ West for a distance of 149.97 feet to a point of intersection with the westerly line of said Block 9; thence South $02^{\circ}51'30''$ East, along the westerly line of said Block 9, for a distance of 102.25 feet to the Southwest Corner of said Block 9; thence North $87^{\circ}07'23''$ East, along the southerly line of said Block 9, for a distance of 149.97 feet to the TRUE POINT OF BEGINNING.



9

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

August 23, 2018

Board of City Commissioners
City Hall
200 3rd Street North
Fargo, ND 58102

RE: Block Nine Project—Memo Agreement Addressing U.S. Bank Employee Parking at Roberts Commons Parking Garage

Dear Commissioners:

Enclosed for your review and approval is a letter-agreement with U.S. Bank that is intended to provide a level of comfort for U.S. Bank and its employees who may need replacement parking that is no longer available during the construction period of the Block Nine Project. This letter-agreement recognizes that there will be a minimum of 50 parking spaces in the Roberts Commons Garage Ramp that will be made available for lease by U.S. Bank employees. Jim Gilmour has been in communication with Delton Steele, Regional President of the Fargo U.S. Bank regarding these arrangements. Jim Gilmour will be present at your meeting on Monday night to respond to any questions.

SUGGESTED MOTION: I move to approve the letter-agreement with U.S. Bank National Association regarding terms for providing parking spaces to U.S. Bank employees at the Roberts Commons Parking Garage as presented.

Sincerely,

A handwritten signature in black ink, appearing to be "ERJ", written over a printed name.

Erik R. Johnson

ERJ/lmw

Enclosure



DFI ROBERTS LLC
210 BROADWAY, SUITE 300
FARGO, ND 58102

U.S. Bank National Association
Attn: Delton Steele, Regional President
502 2nd Ave. North
Fargo, ND 58102

RE: Roberts Ramp Parking Terms

August 24, 2018

Dear Mr. Steele:

Subject to the terms of this letter and the occurrence of the land transfer referred to in the following sentence, DFI Roberts LLC ("**Ramp Manager**") hereby provides to U.S. Bank National Association ("**USB**") and its employees (collectively "**Eligible Tenants**") the right to lease not more than 50 parking spaces in the Roberts Commons parking ramp located at 227 Roberts Street North, Fargo, ND (the "**Ramp**"). The number of spaces leased shall be designated and leases signed not later than 30 days after US Bank transfers land on Block 9 to Block 9 Development LLC (this lease determination date currently estimated at September 30, 2018), the resulting number of such spaces leased being therefore determined to be the "Minimum Required Eligible-Tenant Spaces", which number shall be subject to attrition as provided below. All parking leases shall be on a monthly basis, and may be terminated by the applicable Eligible Tenant at any time. If a lease is terminated, Ramp Manager will hold the parking space for such parking lease for a period of at least three (3) months to be filled by an Eligible Tenant as identified by USB; provided, any such future Eligible Tenant would be subject to the same Ramp application process as other members of the public. To the extent that such leased space is not replaced by an Eligible Tenant within said 3-month period, the number of Minimum Required Eligible-Tenant Spaces shall be reduced accordingly as a result of such attrition. The right of USB and its employees to lease the Minimum Required Eligible-Tenant Spaces shall extend from the effective date of this agreement through December 31, 2022. US Bank will not have any financial or other responsibility for any of the parking leases other than any it enters into directly.

Until and unless an Adjustment is effective, the rates for parking spaces in 2018 and 2019 will be \$90 a month for general monthly contract parking, and \$100 a month for the lowest level "reserved" parking level. Parking in the "reserved" area will not be for an individual parking spot, but for permission to park in one of the parking spots marked as "reserved". The Ramp Manager, with the concurrence of the City of Fargo, sets rates for the Ramp and the other parking facilities owned by the City of Fargo which rates are adjusted them from time to time (an "Adjustment"). Effective when an Adjustment is effective, the rates for parking spaces leased by Eligible Tenants shall be at the rates established per the Adjustment except with respect to the above-described rates for 2018 and 2019.

The City of Fargo ("**City**") owns the Ramp, but parking leases will be with the Ramp operator, Interstate Parking Company of North Dakota, LLC ("**Interstate**"), working for Ramp Manager. Ramp Manager in its agreements with the City and Interstate, will cause the parking space availability outlined in this letter to occur.

This letter shall be binding upon and inure to the benefit of USB, Ramp Manager, City, Interstate, and their respective successors and assigns. USB is an intended beneficiary of this letter, and this letter may

DFI ROBERTS LLC
210 BROADWAY, SUITE 300
FARGO, ND 58102

not be amended, modified, terminated, rescinded or revoked without USB's prior written consent (which may be withheld in USB's sole discretion).

DFI Roberts LLC

Mike Allmendinger, President

Acknowledged, consented and agreed to as of August __, 2018.

CITY OF FARGO,
a North Dakota municipal corporation

By: _____
Timothy J. Mahoney, M.D., Mayor

ATTEST: _____
Steven Sprague, City Auditor



Public Health
Prevent. Promote. Protect.
Fargo Cass Public Health

(10)

FARGO CASS PUBLIC HEALTH
1240 25th Street South
Fargo, ND 58103-2367
Phone 701-241-1360
Fax 701-241-1366
FargoCassPublicHealth.com

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

**FROM: RUTH ROMAN, DIRECTOR OF PUBLIC HEALTH AND
LARRY ANENSON, DIRECTOR OF HEALTH PROTECTION AND
PROMOTION**

DATE: AUGUST 6, 2018

**RE: E-CIGARETTES AND ELECTRONIC SMOKING DEVICE ORDINANCE
UPDATE**

Fargo Municipal Code §35-0102 authorizes the sale of tobacco products in Fargo. In accordance with this ordinance, anyone who has a state license "as required under [North Dakota Century Code] chapter 57-36", may be licensed in Fargo. Unfortunately, there is a gap in the state statute when it comes to the licensing of e-cigarettes and electronic smoking devices, including vape stores engaged in the sale of other substances. These stores are not required to secure a state tobacco license. Thus, although it is illegal to sell to minors, the only recourse for a violation is a criminal offense. In other words, the City of Fargo cannot presently encompass these stores in the Compliance Checks and impose the same license penalties, including suspension, for violations of the prohibition of sales to minors. For this reason, I am seeking direction and authority to work with the City Attorney to amend the Fargo Municipal Code to bring vape stores and other sales of electronic smoking devices and products within the purview of the City of Fargo licensing authority.

If you have questions, please call Larry Anenson at 241-8575.

Suggested Motion: Move to direct Public Health staff to work with the City Attorney's Office to address licensing concerns regarding electronic cigarettes, electronic smoking devices and other vape products and appliances.

RR/LA
Enclosure



Public Health
Prevent. Promote. Protect.
Fargo Cass Public Health



FARGO CASS PUBLIC HEALTH
1240 25th Street South
Fargo, ND 58103-2367
Phone 701-241-1360
Fax 701-241-1366
FargoCassPublicHealth.com

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH

DATE: AUGUST 16, 2018

RE: SCHOOL CONTRACT ADDENDUM, \$8349.00

The attached contract addendum with Kindred Public School District for \$8349.00 is for additional nursing services for the 2018-2019 school year.

The following budget adjustment is required for this contract.

2018 Revenue

County Schools	101-0000-337-51-00	\$ 4,174.00
----------------	--------------------	-------------

If you have any questions, please contact me at 241-1380.

Suggested Motion: Move to approve the school contract addendum for nursing services for the coming school year.

RR/LA
Enclosures



**ADDENDUM TO PROVISION OF NURSING SERVICES
FOR THE KINDRED PUBLIC SCHOOL DISTRICT**

This document is in reference to a contract agreement for the school year 2018-2019 between the Kindred Public School District and Fargo Cass Public Health.

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following change and/or addition that is outlined below. Addendum changes will be in effect starting August 14, 2018.

Kindred Public School district is requesting an increase/expansion in school nursing hours to allow five day a week nursing coverage. Therefore, Kindred Public School District agrees to pay the additional time at 100% (salary plus benefits). The RN hourly rate will be \$34.08 for seven hours per week x 35 weeks or a total of \$8349.60.

The total Kindred Public School District contract will be as follows:

27 hours a week plus an extra 40 hours is	\$26,881.00
Plus the additional hours at 100 % or	<u>\$ 8349.60</u>

Grand Total for Kindred Public School District for the 2018 2019 school year is **\$35,230.60**

No other terms or conditions of the above mentioned contract shall be negated or changed as a result of this here stated addendum.

Provider - Fargo Cass Public Health

Kindred Public Schools District

Ruth Roman
Director of Public Health

Steve Hall
Signature Agency Representative

8-16-18
Date

Supt.
Title

Mayor, City of Fargo

8-15-18
Date

Date



Public Health
Prevent. Promote. Protect.
Fargo Cass Public Health

12

FARGO CASS PUBLIC HEALTH
1240 25th Street South
Fargo, ND 58103-2367
Phone 701-241-1360
Fax 701-241-1366
FargoCassPublicHealth.com

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH

DATE: AUGUST 16, 2018

RE: SCHOOL CONTRACT ADDENDUM, \$8349.00

The attached contract addendum with Kindred Public School District for \$8349.00 is for additional nursing services for the 2018-2019 school year.

The following budget adjustment is required for this contract.

2019 Revenue

County Schools 101-0000-337-51-00 \$ 4,174.00

If you have any questions, please contact me at 241-1380.

Suggested Motion: Move to approve the school contract addendum for nursing services for the coming school year.

RR/LA
Enclosures



**ADDENDUM TO PROVISION OF NURSING SERVICES
FOR THE KINDRED PUBLIC SCHOOL DISTRICT**

This document is in reference to a contract agreement for the school year 2018-2019 between the Kindred Public School District and Fargo Cass Public Health.

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following change and/or addition that is outlined below. Addendum changes will be in effect starting August 14, 2018.

Kindred Public School district is requesting an increase/expansion in school nursing hours to allow five day a week nursing coverage. Therefore, Kindred Public School District agrees to pay the additional time at 100% (salary plus benefits). The RN hourly rate will be \$34.08 for seven hours per week x 35 weeks or a total of \$8349.60.

The total Kindred Public School District contract will be as follows:

27 hours a week plus an extra 40 hours is	\$26,881.00
Plus the additional hours at 100 % or	<u>\$ 8349.60</u>

Grand Total for Kindred Public School District for the 2018 2019 school year is **\$35,230.60**

No other terms or conditions of the above mentioned contract shall be negated or changed as a result of this here stated addendum.

Provider - Fargo Cass Public Health

Kindred Public Schools District

Ruth Roman
Director of Public Health

Steve Hall
Signature Agency Representative

8-16-18
Date

Supt.
Title

Mayor, City of Fargo

8-15-18
Date

Date



13

FARGO CASS PUBLIC HEALTH
1240 25th Street South
Fargo, ND 58103-2367
Phone 701-241-1360
Fax 701-241-1366
FargoCassPublicHealth.com

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH

DATE: AUGUST 22, 2018

RE: APPOINTMENT OF HEIDI LAKO-ADAMSON, MD AS HEALTH OFFICER FOR FARGO CASS PUBLIC HEALTH

Dr. John Baird has resigned his position as Health Officer effective August 31, 2018. An RFP to fill this position was created and posted on June 4, 2018. No applications were submitted prior to the original deadline of the end of June. The RFP was extended by one month, with no submissions. Dr. Baird and I made contact with several physicians in town to garner interest. Dr. Lako-Adamson expressed interest and has agreed to move forward with a one year contract.

This appointment comes to you with the support of the Fargo Cass Public Health Board of Health, which met on August 17th and is recommending approval.

Attached is an agreement with Heidi Lako-Adamson to perform the duties of Health Officer for Fargo and Cass County. The agreement will be from September 1, 2018 to August 31, 2019. This agreement does not require any budget adjustments.

If you have any questions please call me at 241-1380.

RECOMMENDED MOTION: Move to approve the agreement with Heidi Lako-Adamson to serve as Health Officer for Fargo Cass Public Health.

RB/la
Enclosure





Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

The following information is offered for the sole source acquisition of goods or services described below. The purchase has been thoroughly researched and it has been determined that the vendor/brand is the only acceptable vendor/brand for the product or services that will fit the particular need.

Vendor Name:

Heidi Lako-Adamson, MD

Estimated Dollar Amount of Purchase:

\$6,500 per month / \$78,000 per year

The project/service is required to:

Heidi Lako-Adamson, MD will serve as Health Officer for Fargo Cass Public Health, enforcing the public health laws, regulations, and ordinances within Fargo and Cass County relating to preservation of life and health of individuals.

Provide a side-by-side comparison of the features/service of all other vendors/brands considered. (List the features or capabilities required for your project and how each vendor investigated does or does not meet those requirements. A table format is recommended)

NA

If the piggyback procurement method is being used, please provide a copy of the piggyback contract.

NA

**AGREEMENT FOR PHYSICIAN SERVICES
BETWEEN THE CITY OF FARGO AND HEIDI LAKO-ADAMSON, M.D.**

THIS AGREEMENT, effective the 1st day of September, 2018 by and between the **CITY OF FARGO**, a municipal corporation ("City"); and **Heidi Lako-Adamson, M.D.** ("Physician").

PREMISES:

- A. The City has previously requested proposals for the performance of services by a Health Officer.
- B. No formal proposals were received after 8 weeks of advertisement.
- C. Fargo Cass Public Health staff reached out to several physicians inquiring as to their interest and potential availability.
- D. Fargo Cass Public Health and the Physician mutually agreed on the following agreement.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

- A. **Term of Agreement:** The parties entered into a written agreement for Health Officer Services for the period of September 1, 2018 through August 31, 2019. The parties agree that the contract will be re-evaluated for services and reimbursement after one year.
- B. **Services to be provided:** The Health Officer serves as the medical director for Fargo Cass Public Health by enforcing the public health laws, regulations, and ordinances within Fargo and Cass County relating to preservation of life and health of individuals.

The Health Officer may recommend, advise and provide guidance to the Board of Health and Fargo Cass Public Health Department for the provision of essential public health services and functions. In doing so, the Health Officer shall maintain an office within the jurisdiction of the public health department and may select and discharge any assistant Health Officer in the public health department, consistent with any terms of appointment.

The services provided will consist of approximately ten (10) hours per week on-site and available on call for consultation when needed by the health department management staff including:

- Assist in developing medical standards, protocol, laws, or regulations relating to public health.
- Provides consultative/advisory services to Fargo Cass Public Health managers and other professional staff.

- Works with the administration and staff in establishing departmental goals and objectives.
- Provide medical consultation and direction in an infectious disease outbreak investigation or environmental health emergency.
- Provide medical over sight for delivery of clinical services.
- Medical spokesperson for public health when there is a need to inform the public of a public health situation.
- Act as liaison with the medical community on public health issues.
- Participate on community committees as agreed upon to be beneficial for both the health department and the physician.
- Clinical consultant for laboratory services.
- Provides consultation/advisory services for harm reduction services.

- C. Reimbursement:** The Physician shall be paid upon receipt of a monthly invoice for services rendered under this Agreement at the rate of \$6,500 per month with an annual increase of \$200 per month. Additional services, which are not covered by this agreement, shall be compensated at the rate of \$150.00 per hour. Any change in monthly compensation shall be by written agreement of both of the parties hereto. Mileage reimbursement at federal rate for any out of town official meetings.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty- (30) day written notice.
- E. Confidentiality:** The Physician agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

SPECIAL CONSIDERATIONS:

1. It is understood and agreed that Physician shall comply and adhere to all of the Title X. C.F.R. regulations and guidelines.
2. It is understood and agreed that the relationship created by this Agreement shall be that of contractor and contractee and Physician shall not be deemed to be an employee of the City of Fargo for any other purpose. In this regard, Physician shall supply any necessary workmen's compensation and malpractice coverage. To the extent allowable by state law, and specifically Chapter 32-12.1, N.D.C.C., City will provide liability protection to Physician for duties that are outlined in Section B: Services to be provided.
3. It is understood and agreed that the Physician shall adhere to North Dakota Century Code, Chapter 23-35, as it relates to local public health units.

Thereof, this purchase of service agreement has been executed between the Physician and the City of Fargo on the date-executed below.

CITY OF FARGO

Ruth Roman

Ruth Roman
Director of Public Health

8/22/18

Date

Timothy J. Mahoney
Mayor, City of Fargo

Date

PHYSICIAN

Heidi Lako-Adamson

Heidi Lako-Adamson, MD

8/20/18

Date



Public Health
Prevent. Promote. Protect.
Fargo Cass Public Health

14

FARGO CASS PUBLIC HEALTH
1240 25th Street South
Fargo, ND 58103-2367
Phone 701-241-1360
Fax 701-241-1366
FargoCassPublicHealth.com

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH

DATE: AUGUST 22, 2018

RE: NORTH DAKOTA DEPARTMENT OF COMMERCE,
EMERGENCY SOLUTIONS GRANT
FEDERAL GRANT NUMBER E-18-DC-38-001 CFDA 14.231
INSTRUMENT NUMBER 4343-ESG18 FOR \$31,600

The attached Emergency Solutions Grant contract with the North Dakota Department of Commerce/DCS is to support operational expenses for the Gladys Ray Homeless Shelter for \$31,600 and requires a \$31,600 match.

The following budget adjustment is required:

2018 Revenue		
GRS ESG Federal	101-0000-331-12-44	\$15,300
GRS ESG State	101-0000-334-10-51	\$11,300

Please feel free to call me at 241-1381, if you need additional information.

Suggested Motion: Move to approve the North Dakota Department of Commerce funding for the Gladys Ray Shelter.

RR/LA
Enclosure



FINANCIAL AWARD
NORTH DAKOTA DEPARTMENT OF COMMERCE/DCS
 SFN 4623 (05/02)

PART I		
BASIC INFORMATION & SIGNATORY SHEET		
PROJECT TITLE Emergency Solutions Grant	INSTRUMENT TYPE <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Contract <input type="checkbox"/> Cooperative Agreement	
	INSTRUMENT NUMBER 4343-ESG18	
RECIPIENT NAME AND ADDRESS Gladys Ray Shelter - City of Fargo 1519 1st Avenue South, Suite A Fargo, ND 58103	GRANTOR ND Department of Commerce Division of Community Services 1600 East Century Ave, Suite 2, PO Box 2057 Bismarck, ND 58502-2057 Phone: (701) 328-5300	
RECIPIENT FEDERAL IDENTIFICATION NUMBER 070265871	BUDGET/PROJECT PERIOD 7/1/18 - 6/30/19	DATE 07/10/18
RECIPIENT TYPE <input type="checkbox"/> State Government <input type="checkbox"/> Indian Tribal Government <input type="checkbox"/> Local Government <input type="checkbox"/> Individual <input type="checkbox"/> Education <input type="checkbox"/> For Profit Organization <input type="checkbox"/> Hospital <input checked="" type="checkbox"/> Other Nonprofit Organizations <input type="checkbox"/> Other (Specify) _____	FUNDING SOURCE <input checked="" type="checkbox"/> Federal \$ 20,300.00 <input checked="" type="checkbox"/> State \$ 11,300.00 <input type="checkbox"/> Other \$ _____ State Discretionary Funds _____	
FEDERAL AUTHORIZING LEGISLATION P.L. 101-625	TYPE OF AWARD <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment No. _____	
FEDERAL GRANT NUMBER E-18-DC-38-0001	CFDA NUMBER 14.231	
ADMINISTERING AGENCY Gladys Ray Shelter	PROJECT ADMINISTRATOR Jan Eliassen	TELEPHONE (701) 364-0116
PROCUREMENT METHOD (CONTRACTS) <input type="checkbox"/> Formal Bid <input type="checkbox"/> Noncompetitive Negotiation <input type="checkbox"/> Small Purchase <input type="checkbox"/> Competitive Negotiation		
FUNDING AUTHORIZATION		
1. DCS Funds Awarded This Action	\$ 31,600.00	
2. DCS Carryover Funds Authorized	\$ _____	
3. DCS Previous Awards This Project Period	\$ _____	
4. DCS Previous Deauthorizations This Project Period	\$ _____	
5. Current DCS Funds Authorized		\$ 31,600.00
6. Recipient Share of Budget	\$ 31,600.00	
7. Total Approved Budget		\$ 63,200.00
REMARKS		
This award agreement is entered into by the <i>RECIPIENT</i> and <i>GRANTOR</i> specified above. The <i>RECIPIENT</i> agrees to implement the tasks delineated in this award and will comply with all incorporated and referenced terms and conditions. The award consists of this Signatory Sheet, the attached Terms and Conditions, the attached Budget, and incorporated or referenced Work Program or Application.		
EVIDENCE OF RECIPIENT ACCEPTANCE		EVIDENCE OF GRANTOR ACCEPTANCE
NAME Jan Eliassen Timothy J. Mahoney	NAME Bonnie Malo	
TITLE Director	TITLE Director	
SIGNATURE <i>X</i>	DATE <i>8/22/18</i>	DATE

Ruth Roman
Ruth Roman, Director of Public Health **Date** *8/22/18*

PART II
General Assistance Terms & Conditions
Updated 5/4/15

- A. AVAILABILITY OF FEDERAL FUNDS - If disclosed on Part I, funds to be disbursed under this Award have been appropriated pursuant to the enabling federal legislation cited in Part I of this Award.
- B. STATE APPROPRIATION AUTHORITY - Funds authorized under this Award are subject to State Appropriation Authority.
- C. SCOPE OF WORK - All work and activities authorized by this Award will be performed in accordance with the terms and conditions and work program attached, described, or referenced in this agreement. In addition, if a work or grant proposal was submitted, all work will comply with that which was described and requested in the work proposal unless otherwise noted as changed.
- D. LIMITATIONS ON EXPENDITURES - The total cost of performing the tasks under this Award must not exceed the total funds authorized in Part I, Basic Information and Signatory Sheet, and will be limited to and in accordance with those delineated in the budget plan attached to this Award.
- E. AMENDMENTS AND MODIFICATIONS - When necessary, the Recipient may request changes in the scope of services to be provided in this Award to include changes in the attached budget. These requests must be made in writing and supported with appropriate documentation. Such changes must not be undertaken until incorporated by written amendments to this Award.
- F. RECORD RETENTION AND ACCESS - The DCS and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Recipient and of persons or organizations the Recipient may contract with which involve transactions related to this Award. The Recipient shall retain all documents, papers, records and books that are pertinent to this Award for a period of five (5) years following the submission of the final Financial Status Report or until all audit findings have been resolved, whichever is later unless otherwise stated in this agreement.
- G. SUBCONTRACTING - The Recipient shall not assign, transfer, or subcontract professional service responsibilities (excluding approved construction and rehabilitation services) covered under this Award without prior written approval of the DCS.
- H. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION - The assistance provided under this Award shall not be used in the payment of any bonus or commission for the purpose of the preparation of and/or activities associated with obtaining approval of the work proposal.
- I. TERMINATION - The Recipient and the DCS may terminate this Award agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof and the cause for the termination. Unless otherwise noted in Part III of this award, the other party must receive such notice at least thirty (30) days before the effective date of termination. Cause for termination may include nonperformance of specified work activities and noncompliance with the terms and conditions of this Award. The DCS shall be liable only for work performed or services provided under this Award prior to the effective date of termination.

PART III - PROGRAMMATIC TERMS AND CONDITIONS
Emergency Solutions Grants (ESG)
Updated – 8/1/18

1. The grantee must obligate all grant funds within the award timeline of this Financial Award. At least one Request for Funds must be submitted to the DCS not less than once during each quarter of the program year. Failure to obligate or request reimbursement as specified may result in the termination of this award.
2. The grantee must submit a mid-term and final progress report to the DCS. The mid-term report is due January 31, 2019. Within 30 days following project completion, a final progress report must be submitted with a final cash request. Expenditure of funds must be reported by activity funded – Shelter Operations, Rapid Re-Housing, Homeless Prevention, HMIS and Administration. The Financial Status Report must reflect both federal and other funds, both cash and noncash.
3. The grantee must complete an environmental review and obtain Release of Funds from the DCS before allowing recipients to commit ESG funds, if applicable.
4. The grantee must submit to DCS, within 60 days, verification of ownership of the property by the subgrantee or a lease agreement giving the subgrantee control of the property at least until the end of the project. (For rehab projects only).
5. Grantees providing emergency shelter in hotels or motels or other commercial facilities must certify that leases have been negotiated which provide that the living space will be rented at substantially less than the daily room rate otherwise charged by the facility, and that the grantee has considered using other facilities as emergency shelter and has determined that the use of the hotel or motel provides the most cost effective means of providing emergency shelter for the homeless in its jurisdiction.
6. The grantee is required to be readily accessible to and usable by persons with disabilities in accordance with Section 504 of the Rehabilitation Act and implementing regulations at 24 CFR Part 8; the Fair Housing Act and implementing regulations at 24 CFR Part 100; and Title II of the Americans with Disabilities Act and 28 CFR Part 35; where applicable.
7. Grantees, with the exception of Domestic Violence assistance providers, must input client data into the HMIS system as required by the Grantor and the Department of HUD.
8. Grantees, with the exception of Domestic Violence assistance providers, must use the centralized or coordinated assessment system.
9. The grantee must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policy-making entity of the grantee, to the extent that the entity considers and makes policies and decisions

PART IV
SCOPE OF WORK AND PROJECT BUDGET
 7/29/13

Name of Grantee Gladys Ray Shelter		Instrument Number 4343-ESG18									
Activity	CDBG	HOME	ESG	NDHG	HOPWA	Other Federal	State/Local	Private	Other*	Total	
Shelter Operations											
Operations			11,300.00							11,300.00	
Essential Services			11,300.00							11,300.00	
Rapid Re-Housing											
Housing Relocation/Stabilization			9,000.00							9,000.00	
Match Funds									31,600.00	31,600.00	
Administration										0.00	
TOTAL	0.00	0.00	31,600.00	0.00	0.00	0.00	0.00	0.00	31,600.00	63,200.00	
*Source of Other Funds Volunteer Hours, City Government Contribution											

7. **Flood Insurance.** No site proposed on which renovation, major rehabilitation, or conversion of a building is to be assisted under this part, other than by grant amounts allocated to the State, may be located in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless the community in which the area is situated is participating in the National Flood Insurance Program and the regulations thereunder (44 CFR Parts 59-79) or less than a year has passed since FEMA notification regarding such hazards, and the grantee will ensure that flood insurance on the structure is obtained in compliance with Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4401 et seq.).
8. **Audit.** The financial management system used by a State, unit of general local government or nonprofit organization that is a grantee or State recipient shall provide for audits in accordance with Subpart (F) of 2 CFR Part 200 Uniform Guidance.
9. **Coastal Barriers.** In accordance with the Coastal Barrier Resources Act, 16 U.S.C. 3501, no financial assistance under this part may be made available within the Coastal Barrier Resources System.
10. **Intergovernmental Review.** The requirements of Executive Order 12372 and the regulations issued under the order at 24 CFR Part 52, to the extent provided by FEDERAL REGISTER notice in accordance with 24 CFR 52.3.
11. **Displacement.** A grantee or State or nonprofit recipient may not expend ESG grant funds for any activities that would result in the displacement of persons or businesses.

I further certify that the submission of an application for an Emergency Solutions Grants is authorized under State and/or local law and that the grantee possesses legal authority to carry out emergency solutions grants activities in accordance with applicable law and regulations of the Department of Housing and Urban Development.

Ruth Roman
Name

Director of Public Health
Title


(Signature of Chief Executive Officer)

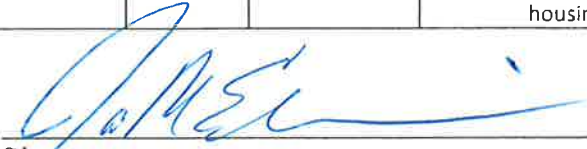

August 22, 2018
Date

Homeless Certification for the Emergency Solutions Grants (ESG) Program

I certify that all individuals served by the Emergency Solutions Grants are eligible beneficiaries that meet at least one of the definitions of homeless, homeless individual or homeless person as defined in Section 103 of 42 USC 11302.

UNDER THE ACT – the term “homeless”, “homeless individual”, and “homeless person” means –

CRITERIA FOR DEFINING HOMELESS	Category 1	Literally Homeless	(1) Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) Has a primary nighttime residence that is a public or private place not meant for human habitation; (ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); <u>or</u> (iii) Is exiting an institution where (s)he has resided for 90 days or less <u>and</u> who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
	Category 2	Imminent Risk of Homelessness	(2) Individual or family who will imminently lose their primary nighttime residence, provided that: (i) Residence will be lost within 14 days of the date of application for homeless assistance; (ii) No subsequent residence has been identified; <u>and</u> (iii) The individual or family lacks the resources or support networks needed to obtain other permanent housing.
	Category 3	Homeless under other Federal statutes	(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who: (i) Are defined as homeless under the other listed federal statutes; (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application; (iii) Have experienced persistent instability as measured by two moves or more during the preceding 60 days; <u>and</u> (iv) Can be expected to continue in such status for an extended period of time due to special needs or barriers.
	Category 4	Fleeing/ Attempting to Flee DV	(4) Any individual or family who: (i) Is fleeing, or is attempting to flee, domestic violence; (ii) Has no other residence; <u>and</u> (iii) Lacks the resources or support networks to obtain other permanent housing.


 Signature

 Printed Name
 1519 12th Ave S
 Address
 Fargo, ND 58103
 City, State, Zip Code

8/21/2018
 Date
 DIRECTOR
 Title
 Grandis Race Street
 Agency Name
 701 238 6363
 Phone # (including area code)



(15)

**OFFICE OF THE CITY ADMINISTRATOR
Bruce P. Grubb**

August 23, 2018

MEMORANDUM

To: Board of City Commissioners
From: Bruce P. Grubb, City Administrator *BPG*
Re: Bid Opening Results – Civic Center HVAC Retrofit

Background:

On February 26, 2018, the City Commission approved a project and plan of funding for an HVAC retrofit at the Civic Center. Currently, old City Hall and the Civic Center share certain pieces of HVAC equipment that provide heating and cooling to both buildings. The shared pieces of equipment that are located in old City Hall include a cooling tower, piping and controls. Therefore, the Civic Center is in need of fit-up with stand-alone HVAC equipment prior to the demolition of old City Hall.

At this time, new City Hall has reached a stage of completion to accommodate departments moving into the new building. The departmental move is expected to be completed by mid-September. Once the departmental transition is complete, demolition work on old City Hall can begin, starting with asbestos abatement of the building.

HVAC Retrofit Bids:

Competitive bids for the HVAC retrofit of the Civic Center were opened at 11:30am on Wednesday, August 15, 2018. In accordance with North Dakota law, the project was bid as separate mechanical and electrical contracts. Bid proposals were received from six mechanical contractors and five electrical contractors as reflected below:

<u>Mechanical Contractor</u>	<u>Bid Amount</u>
Peterson Mechanical	\$436,300
Manning Mechanical	\$445,300
Robert Gibb & Sons	\$469,000
Grants Mechanical	\$398,028
Mission Mechanical	\$435,921
Wriggly Mechanical	\$389,000

<u>Electrical Contractor</u>	<u>Bid Amount</u>
Rick Electric	\$ 54,700
Sun Electric	\$104,200
Dakota Electric	\$ 45,660
Moorhead Electric	\$103,150
Superior Electric	\$ 47,563

Recommendation for Award:

Based on the results of competitive bidding, it is the recommendation of staff to accept the bids from Wriggly Mechanical (\$389,000) and Dakota Electric (\$45,660) for HVAC retrofitting at the Civic Center. The mechanical and electrical estimates for the work were \$395,000 and \$65,000 respectively.

SUGGESTED MOTION:

Accept the base bids from Wriggly Mechanical and Dakota Electric for HVAC retrofitting at the Civic Center as reflected below:

<u>Contract</u>	<u>Contractor</u>	<u>Base Bid</u>
Mechanical Contract	Wriggly Mechanical	\$389,000
Electrical Contract	Dakota Electric	\$ 45,660

- C: Michael Redlinger, Assistant City Administrator
- Gregg Schildberger, Public Affairs & Communications Manager
- Terry Stroh, TL Stroh Architects
- Ned Rector, Obermiller Nelson Engineering



8-16-2018

Mr. Bruce Grubb
City of Fargo
200 3rd St. North
Fargo, ND 58102

RE: Fargo Civic Center Mechanical and Electrical Work

Dear Mr. Grubb,

We have reviewed the bid tabulation for the Fargo Civic Mechanical and Electrical work. In addition, we have contacted the apparent low Mechanical and Electrical Bidders. Both Bidders have indicated their willingness to enter into contract to perform their respective work scopes for the City of Fargo. The Bid Tabulation received from TL Stroh Architects is attached for reference. The following are the apparent low mechanical and electrical bidders.

Mechanical Apparent Low Bidder: Wrigley Mechanical, Inc	
Bid Amount	\$389,000.00
Electrical Apparent Low Bidder: Dakota Electric Construction, Inc.	
Bid Amount	\$45,660.00
Total Combined Mechanical and Electrical Bid	\$434,660.00

The Apparent Low bids are in keeping with the Engineer's Estimate Dated 2-8-2018. Several changes have occurred in the scope of work since the original estimate was assembled. The primary change was removal of the boiler replacement work within the original proposed project. The following are the budget numbers for the mechanical and electrical scope of work extracted from the original 2-8-2018 Engineers Estimate with the scope changes matching the actual bid scope of work. The original 2-8-2018 Engineer's Estimate is attached for reference.

Mechanical Engineer's Estimate	\$395,000.00
Electrical Engineer's Estimate	\$65,000.00
Total Combined Mechanical and Electrical Engineer's Estimate	\$460,000.00

Given this information, we are recommending award of the Mechanical Construction Contract to Wrigley Mechanical, Inc in the amount of \$389,000.00 and award of the Electrical Construction Contract to Dakota Electric Construction, in the amount of \$45,660.00.

BUILDING SYSTEMS CONSULTANTS

 Alexandria | Bismarck | Duluth | Fargo | Grand Forks | Media | Minneapolis

Sincerely,
Obermiller Nelson Engineering, Inc.

A handwritten signature in black ink, appearing to read "Ned D. Rector". The signature is fluid and cursive, written over a white background.

Ned D. Rector, PE
Production Principal

Attachment(s): Engineers Construction Cost Estimate, Fargo Civic Center and City Hall Demolition Dated
2-2-2018 with notations indicating the actual scope of work bid.
Bid Tabulation from TL Stroh Architects for bid date 8-15-2018

Cc: Project File 2018134

Document1



CONSTRUCTION COST ESTIMATE		DATE PREPARED	2/8/2018
Project: Fargo Civic Center HVAC Renovation and City Hall Demo Location: Fargo, ND		BASIS FOR ESTIMATE X CODE A NO DESIGN COMPLETED - CODE B DESIGN DEVELOPMENT - CODE C FINAL DESIGN - CODE D SCHEMATIC DESIGN	
		Estimator: RRY	Checked by: NDR
Mechanical Breakout	Total Cost		Total Cost
Demo City Hall and Leave Civic - Bare Minimum		Replace Existing Steam System with Hot Water Heat	
Install New DDC Controls to Replace Pneumatics	\$125,000	Install New DDC Controls to Replace Pneumatics	\$125,000
Provide New Steam Boiler Plant	\$380,000	New Hot Water Boiler Plant (Boilers, Pumps, Controls, etc.)	\$400,000
Replace Condensate Piping	\$40,000	AHU Upgrades (Hot Water Coils, Fresh Air Intake, etc.)	\$300,000
Service/Overhaul Existing Chiller	\$50,000	Distribution Piping and Supplemental Heat	\$200,000
Provide New Cooling Tower	\$60,000	Service/Overhaul Existing Chiller	\$50,000
Structural Steel	\$25,000	Provide New Cooling Tower	\$60,000
Piping	\$50,000	Structural Steel	\$25,000
Cooling Tower Controls	\$10,000	Piping	\$50,000
Electrical	\$40,000	Cooling Tower Controls	\$10,000
		Electrical	\$40,000
Sub Total	\$780,000	Sub Total	\$1,260,000
Add New Air Cooled Chiller to System Above		Add New Air Cooled Chiller to System Above	
Provide New Chiller	\$125,000	Provide New Chiller	\$125,000
Omit Chiller Service Listed Above	-\$50,000	Omit Chiller Service Listed Above	-\$50,000
Omit Cooler Tower Listed Above	-\$60,000	Omit Cooler Tower Listed Above	-\$60,000
Piping Insulation	\$20,000	Piping Insulation	\$20,000
New Chiller Added Electrical	\$25,000	New Chiller Added Electrical	\$25,000
Sub Total	\$60,000	Sub Total	\$60,000
TOTAL	\$840,000	TOTAL	\$1,320,000

Boiler Plant Removed From Budget \$-380,000
 Total with Out Boiler Plant \$460,000

 Electrical Estimate Portion \$65,000
 Mechanical Estimate Portion \$395,000

**Fargo Civic Center Mechanical & Electrical Work
Fargo, ND**

Bid: August 15, 2018

Contractor	Bond	License	Addn 1	Base Bid	
Electrical Contractors					
Rick Electric	x	x	x	\$54,700.00	
Sun Electric	x	x	x	\$104,200.00	
Magnum Electric					
Scott's Electric					
Dakota Electric	x	x	x	\$45,660.00	
JDP Electric	x	x			
Moorhead Electric	x	x	x	\$103,150.00	
Superior Electric	x	x	x	\$47,563.00	
Mechanical Contractors					
Peterson Mechanical	x	x	x	\$436,300.00	
Manning Mechanical	x	x	x	\$445,300.00	
Robert Gibb & Son	x	x	x	\$469,000.00	
Grants Mechanical	x	x	x	\$398,028.00	
Mission Mechanical	x	x	x	\$435,921.00	
Wriggly Mechanical	x	x	x	\$389,000.00	
Submitted by: T.L. Stroh Architects, Ltd					



96

OFFICE OF THE CITY ADMINISTRATOR
Bruce P. Grubb

August 23, 2018

MEMORANDUM

To: Board of City Commissioners
From: Bruce P. Grubb, City Administrator *BPG*
Re: Bid Opening Results – Demolition of Old City Hall

Background:

On October 23, 2017, the City Commission approved a project and plan of funding for the demolition of old City Hall. At this time, new City Hall has reached a stage of completion to accommodate departments moving into the new building. The departmental move is expected to be completed by mid-September. Once the departmental transition is complete, demolition work on old City Hall can begin, starting with asbestos abatement of the building.

Demolition Bids:

Competitive bids for the demolition of old City Hall were opened at 11:30am on Wednesday, August 15, 2018. A total of four bids were received as follows:

General Contractor	Base Bid	Alternate G-1	Alternate G-2	Total
Olaf Anderson & Sons	\$486,200.00	\$ 22,000.00	\$ 13,200.00	\$521,400.00
Industrial Builders	\$558,490.00	\$ 20,000.00	\$ 19,200.00	\$597,690.00
Excavating Inc.	\$359,944.78	\$ 6,800.00	\$ 9,200.00	\$375,944.78
Hough Inc.	\$370,595.00	\$ 17,250.00	\$ 40,500.00	\$428,345.00

Alternate G-1 is for removal of existing furniture prior to asbestos abatement.

Alternate G-2 is for an alternate grading plan.

Base Bid and Alternates:

Due to favorable bid prices, it is the recommendation of staff to accept the base bid and both alternate bids from Excavating Inc. The total bid award would be in the amount of \$375,944.78. The architecture's estimate for the demolition project was \$695,000.

SUGGESTED MOTION:

Accept the base bid and alternate from Excavating Inc. in the amount of \$375,944.78 for the demolition of old City Hall as reflected below:

General Contractor	Base Bid	Alternate G-1	Alternate G-2	Total
Excavating Inc.	\$359,944.78	\$ 6,800.00	\$ 9,200.00	\$375,944.78

- C: Michael Redlinger, Assistant City Administrator
- Gregg Schildberger, Public Affairs & Communications Manager
- Terry Stroh, TL Stroh Architects

tistroh.com

p 701.239.4198
f 701.239.9643

8 Seventh Street N Fargo, ND 58102



Mr. Bruce Grubb
City of Fargo
200 3rd St, N
Fargo, ND 58102

Re: City Hall Demolition project

We've reviewed the bids and talked to the apparent low bidder (Excavation Inc.) Add they are comfortable with the bid price and have all items included in their bid and we feel that the City should award the bid to Excavation Inc. as follows:

Base Bid	\$359,944.78
Alt #1 Remove Existing furniture	\$6,800.00
Alt #2 Grading Plan.....	\$9,200.00
Total of	\$375,944.78

Sincerely,
Terry L. Stroh AIA

President of TL Stroh Architects & Interiors

(17)

REPORT OF ACTION

FINANCE COMMITTEE

Project: Newman Outdoor Stadium **Type:** RFP for Architectural Services

Location: 1515 15th Avenue North

Date of Hearing: August 13, 2018

<u>Routing</u>	<u>Date</u>
City Commission	August 27, 2018
Project File	_____

Bruce Grubb, City Administrator, presented a memo from Rob Sobolik regarding the results of an RFP process for long-term capital planning for Newman Outdoor Stadium. A total of two submittals were received in response to the RFP:

- Icon Architectural Group
- RL Engebretson

Both proposals were reviewed and, based on past experience related to Newman Outdoor Field, the proposal from RL Engebretson was selected as the preferred proposal. The Finance Committee recommended the selection of RL Engebretson for the long-term capital planning at Newman Outdoor Stadium in an amount not to exceed \$58,500. The 2018 budget for Newman Outdoor Field contains \$84,900 for capital, repair and maintenance.

MOTION:

On a motion by Kent Costin, seconded by Michael Redlinger, the Finance Committee voted to approve the selection of RL Engebretson to provide architectural services related to long-term capital planning at Newman Outdoor Stadium.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Tim Mahoney, Mayor	<u>X</u>			
Dave Piepkorn, City Commissioner	<u>X</u>			
Bruce Grubb, City Administrator	<u>X</u>			
Mike Redlinger, Assistant City Administrator	<u>X</u>			
Kent Costin, Director of Finance	<u>X</u>			
Steve Sprague, City Auditor	<u>X</u>			

ATTEST:



 Kent Costin
 Finance Director

C: Commissioners



MEMO

To: Bruce Grubb, Fargo City Administrator
From: Rob Sobolik - FARGODOME *RS*
Date: Thursday, July 19, 2018
Re: Newman Outdoor Stadium Long Term Capital Planning

In April of 2018, the City of Fargo Finance Committee authorized the advertisement of an RFP for Architectural Services for Long Term Capital Planning for Newman Outdoor Stadium. Two (2) architecture firms, RL Engebretson and Icon Architectural Group, submitted responses. Both firms written responses were reviewed, and based off of the information contained, and the past experience RL Engebretson has related to Newman Outdoor Stadium, both serving on the original design and construction team as well as working on various facility improvements over the years, it was decided discussions should be started with RL Engebretson regarding a fee structure for the work.

RL Engebretson's proposed work plan/scope of work and fee are attached. Based on their proposed scope of work plan and their financial proposal to perform the work on a documented hourly fee not to exceed a maximum fee of \$58,500, it would be my recommendation to proceed to contract with RL Engebreston for the work discussed and the not to exceed fee of \$58,500.

I would request approval of the selection of RL Engebretson for the long term capital planning work to be done at Newman Outdoor Stadium.

Please let me know if you have any questions.



R.L. Engebretson
ARCHITECTURE INTERIORS & CONSTRUCTION

15 Broadway, Suite 205/Fargo, ND/ 58102
701. 293.5735
www.rleco.com

July 10, 2018

Rob Sobolik
FARGODOME
Fargo, ND 58102

(emailed and mailed 10July18)

RE: PROPOSED ARCHITECTURAL SERVICES AND FEES
LONG-TERM CAPITAL PLANNING – NEWMAN OUTDOOR STADIUM / CITY OF FARGO

Dear Rob:

Thank you for giving us the opportunity to present our fees for the above reference project. We have attached an Exhibit A – Scope of Architectural Services and Exhibit B – Architectural Rates. These are the basis for our proposed fees.

Due to the complexity of the unknowns and variables, our Fee Structure had a range for which we averaged to give you and us a fair basis of our proposed fee. Furthermore, in the spirit of being a team member with the Stadium Management Committee and the Stadium Stakeholders we propose to do the work on a documented hourly fee not to exceed our maximum fee of \$58,500.00.

Our fee is limited to the scope of services listed in Exhibit A and utilizing the hourly fee structure in Exhibit B. Our fee does not include any renderings, design schemes (other than bubble diagrams) or details for any repairs, maintenance or replacements.

We hope that our find our fee acceptable, so we can meet the proposed schedule at the end of Exhibit A and again thank you again for the opportunity presented to us.

Sincerely

R.L. ENGBRETSON ARCHITECTS FARGO LLC

Rick Engebretson

President/CEO

EXHIBIT A
SCOPE OF ARCHITECTURAL SERVICES
LONG-TERM CAPITAL PLANNING
NEWMAN OUTDOOR STADIUM/CITY OF FARGO

R.L.Engbretson Architects Fargo LLC (RLE) will provide the following in its scope of work on the long term capital planning of the Newman Outdoor Stadium:

1. Review Stadium Management Committee Projected Repair, Maintenance & Replacement Program

- Meet with Stadium Management Committee to review current program;
- Review with current 3rd party service vendors (i.e. mechanical, electrical and roofing service contractors) on current maintenance program, existing conditions and recommendations for each items
- Review stadium documents relative to locations and details

2. Review of Existing Long-Term Capital Improvement Plans;

- Review with Stadium Management Committee and City Officials on plans and financing of proposed current & future Capital Improvement Plans
- Determine Stakeholders (Redhawks, NDSU, City of Fargo, & Public Users) desired priorities for sequencing of current and proposed Long-Term Capital Improvements;
- Review with Stakeholders concerns of infrastructure needs such as parking, security/traffic control/pedestrian circulation to and within stadium and needs for additional building space.

3. Review of Existing Systems

- Perform an extensive walk-through documenting existing conditions;
- Review existing conditions with current projected Repair, Maintenance & Replacement Program
- Review existing conditions with current projected Long-Term Capital Improvement Plan
- Review existing conditions with Stakeholders list of desired improvements

4. Research Industry Standard for Life Cycle Best Methods for Replacement Schedule

- Research with industry leaders the Stadium's major building components' life cycles to determine what preventative maintenance, repairs and/or replacements are recommended and with ranges of years to best perform.

5. Identify Future Major Repairs, Maintenance & Replacements

- Develop recommended repairs, maintenance & replacements with estimated cost and suggested timetable.
- Meet with Stadium Management Committee to review recommendations, costs and schedules to determine budget goals and constraints.

6. Identify Future Infrastructure Needs

- From input of the Stakeholders and review of the existing and surrounding properties we will develop a list of recommended improvements to parking, security/traffic/pedestrian circulation-control to and within the Stadium with budgetary costs
- Develop a list of potential added space along with optional locations with budgetary costs
- Meet with Stakeholders to review and get input on priorities of future infrastructure needs.

7. Detailed Report

- Upon review of the Stadium Management Committee and the Stakeholders we will provide a detail report covering repairs, maintenance, replacements, and infrastructure improvements with a 1-5, 10, 25 and 50 year projected programs.
- Included will be any photos and documents correlated to our recommendations, costs and timetable.

Proposed Architectural Services Schedule

August 2018 – meetings with Stadium Management Committee and Stakeholders to complete items #1 & #2 above

September 2018 – Review existing stadium, research industry life cycle data to complete items #3 & #4 above.

October 2018 – Develop a recommended list of repairs, maintenance and replacement plan with estimated budgeted costs and proposed timetable and meet with Stadium Management Committee for review and input to complete item #5 above.

Middle October/Early November 2018 – Develop a recommended list of future infrastructure needs with estimated budgeted costs and proposed timetable and meet with the Stakeholders for review and input to complete item #6 above.

November 2018 – Finalize detailed report to complete item #7 above and present our findings
December 1, 2018.

EXHIBIT B
ARCHITECTURAL SERVICE FEES
LONG-TERM CAPITAL PLANNING
NEWMAN OUTDOOR STADIUM/CITY OF FARGO

Architect I	\$ 110.00		Designer I	\$ 50.00
Architect II	\$ 115.00		Designer II	\$ 65.00
Architect III	\$ 120.00		Designer III	\$ 70.00
Architect IV	\$ 125.00		Designer V	\$ 90.00
Architect V	\$ 135.00		Estimator IV	\$ 140.00
Architect VI	\$ 135.00		Graphic Designer	\$ 65.00
Architect VII	\$ 140.00		Intern I	\$ 70.00
Bldg Tech VII	\$ 140.00		Intern II	\$ 75.00
CAD I	\$ 60.00		Intern III	\$ 85.00
CAD II	\$ 65.00		Intern IV	\$ 95.00
CAD III	\$ 70.00		Principal/Arch IX	\$ 185.00
CAD IV	\$ 75.00		Principal/Arch VIII	\$ 170.00
CAD V	\$ 80.00		Principal/Designer VII	\$ 140.00
CAD VI	\$ 85.00		Project Mgr VII	\$ 140.00
CAD VII	\$ 90.00		Support III	\$ 65.00
CAD VIII	\$ 95.00		Tech Writer VI	\$ 90.00



R.L. Engebretson
ARCHITECTURE INTERIORS & CONSTRUCTION

15 Broadway, Suite 205/Fargo, ND/ 58102
701. 293.5735
www.rleco.com

July 10, 2018

Rob Sobolik
FARGODOME
Fargo, ND 58102

(emailed and mailed 10July18)

RE: PROPOSED ARCHITECTURAL SERVICES AND FEES
LONG-TERM CAPITAL PLANNING – NEWMAN OUTDOOR STADIUM / CITY OF FARGO

Dear Rob:

Thank you for giving us the opportunity to present our fees for the above reference project. We have attached an Exhibit A – Scope of Architectural Services and Exhibit B – Architectural Rates. These are the basis for our proposed fees.

Due to the complexity of the unknowns and variables, our Fee Structure had a range for which we averaged to give you and us a fair basis of our proposed fee. Furthermore, in the spirit of being a team member with the Stadium Management Committee and the Stadium Stakeholders we propose to do the work on a documented hourly fee not to exceed our maximum fee of \$58,500.00.

Our fee is limited to the scope of services listed in Exhibit A and utilizing the hourly fee structure in Exhibit B. Our fee does not include any renderings, design schemes (other than bubble diagrams) or details for any repairs, maintenance or replacements.

We hope that our find our fee acceptable, so we can meet the proposed schedule at the end of Exhibit A and again thank you again for the opportunity presented to us.

Sincerely

R.L. ENGBRETSON ARCHITECTS FARGO LLC

Rick Engebretson

President/CEO

EXHIBIT A
SCOPE OF ARCHITECTURAL SERVICES
LONG-TERM CAPITAL PLANNING
NEWMAN OUTDOOR STADIUM/CITY OF FARGO

R.L.Engbretson Architects Fargo LLC (RLE) will provide the following in its scope of work on the long term capital planning of the Newman Outdoor Stadium:

1. Review Stadium Management Committee Projected Repair, Maintenance & Replacement Program

- Meet with Stadium Management Committee to review current program;
- Review with current 3rd party service vendors (i.e. mechanical, electrical and roofing service contractors) on current maintenance program, existing conditions and recommendations for each items
- Review stadium documents relative to locations and details

2. Review of Existing Long-Term Capital Improvement Plans;

- Review with Stadium Management Committee and City Officials on plans and financing of proposed current & future Capital Improvement Plans
- Determine Stakeholders (Redhawks, NDSU, City of Fargo, & Public Users) desired priorities for sequencing of current and proposed Long-Term Capital Improvements;
- Review with Stakeholders concerns of infrastructure needs such as parking, security/traffic control/pedestrian circulation to and within stadium and needs for additional building space.

3. Review of Existing Systems

- Perform an extensive walk-through documenting existing conditions;
- Review existing conditions with current projected Repair, Maintenance & Replacement Program
- Review existing conditions with current projected Long-Term Capital Improvement Plan
- Review existing conditions with Stakeholders list of desired improvements

4. Research Industry Standard for Life Cycle Best Methods for Replacement Schedule

- Research with industry leaders the Stadium's major building components' life cycles to determine what preventative maintenance, repairs and/or replacements are recommended and with ranges of years to best perform.

5. Identify Future Major Repairs, Maintenance & Replacements

- Develop recommended repairs, maintenance & replacements with estimated cost and suggested timetable.
- Meet with Stadium Management Committee to review recommendations, costs and schedules to determine budget goals and constraints.

6. Identify Future Infrastructure Needs

- From input of the Stakeholders and review of the existing and surrounding properties we will develop a list of recommended improvements to parking, security/traffic/pedestrian circulation-control to and within the Stadium with budgetary costs
- Develop a list of potential added space along with optional locations with budgetary costs
- Meet with Stakeholders to review and get input on priorities of future infrastructure needs.

7. Detailed Report

- Upon review of the Stadium Management Committee and the Stakeholders we will provide a detail report covering repairs, maintenance, replacements, and infrastructure improvements with a 1-5, 10, 25 and 50 year projected programs.
- Included will be any photos and documents correlated to our recommendations, costs and timetable.

Proposed Architectural Services Schedule

August 2018 – meetings with Stadium Management Committee and Stakeholders to complete items #1 & #2 above

September 2018 – Review existing stadium, research industry life cycle data to complete items #3 & #4 above.

October 2018 – Develop a recommended list of repairs, maintenance and replacement plan with estimated budgeted costs and proposed timetable and meet with Stadium Management Committee for review and input to complete item #5 above.

Middle October/Early November 2018 – Develop a recommended list of future infrastructure needs with estimated budgeted costs and proposed timetable and meet with the Stakeholders for review and input to complete item #6 above.

November 2018 – Finalize detailed report to complete item #7 above and present our findings
December 1, 2018.

EXHIBIT B
ARCHITECTURAL SERVICE FEES
LONG-TERM CAPITAL PLANNING
NEWMAN OUTDOOR STADIUM/CITY OF FARGO

Architect I	\$ 110.00		Designer I	\$ 50.00
Architect II	\$ 115.00		Designer II	\$ 65.00
Architect III	\$ 120.00		Designer III	\$ 70.00
Architect IV	\$ 125.00		Designer V	\$ 90.00
Architect V	\$ 135.00		Estimator IV	\$ 140.00
Architect VI	\$ 135.00		Graphic Designer	\$ 65.00
Architect VII	\$ 140.00		Intern I	\$ 70.00
Bldg Tech VII	\$ 140.00		Intern II	\$ 75.00
CAD I	\$ 60.00		Intern III	\$ 85.00
CAD II	\$ 65.00		Intern IV	\$ 95.00
CAD III	\$ 70.00		Principal/Arch IX	\$ 185.00
CAD IV	\$ 75.00		Principal/Arch VIII	\$ 170.00
CAD V	\$ 80.00		Principal/Designer VII	\$ 140.00
CAD VI	\$ 85.00		Project Mgr VII	\$ 140.00
CAD VII	\$ 90.00		Support III	\$ 65.00
CAD VIII	\$ 95.00		Tech Writer VI	\$ 90.00



(18)

MEMORANDUM

DATE: August 23, 2018

TO: City Commission

FROM: Nicole Crutchfield, Planning Director
Tia Braseth, Community Development Coordinator
↕

RE: Storefront Rehab – 402 Broadway North

The property at 402 Broadway North is being considered for CDBG Storefront Rehab funding. The intent of Fargo's Storefront Rehab/Downtown Project program is to renovate deteriorated properties and eliminate blighted conditions in the downtown area. Interested property owners may apply for a 50% matching grant, up to \$15,000 per façade, which can be used for the rehabilitation of building exteriors; demolition of blighted properties; or other exterior above-grade improvements.

402 Broadway North

402 Broadway North was built in 1914. The proposed use of federal funding is for façade renovation. Over time, the building has experienced deterioration. The eligible components of the storefront renovation include:

- Painted aluminum framing, with a center-glazed 2" x 4-1/2" profile, taking cues from the narrow framing profiles of the historic storefront. High performance glazing, Solarban 70XL, will be utilized for its balance of energy performance and transparency. The narrow double door at the front will be replaced with a new single door to meet ADA clearance requirements. A dark granite base is being incorporated at the sidewalk level for durability and is in proportion to the original raised base of the storefront, though without window openings to the basement.
- The aluminum framing and panning will be a painted finish to match the medium bronze of the window framing at the 400 Broadway North storefront. The center pilaster, presumed to be a poured concrete column, will be clad with a steel skin, mimicking the cast iron pilasters flanking the 400 Broadway North storefront entry.
- The original brick and pilasters at each end of the storefront will be exposed and the condition assessed to determine whether restoration is possible or replacement with matching materials will be required. The cornice directly above



the 402 storefront, removed in the 1938 remodel, will be replaced with a custom cast stone piece matching the color and profile of the original cornice.

The Community Development Committee and Historic Preservation Commission have reviewed the application and recommend approval unanimously. The amount requested is \$15,000 of the total \$100,000 for the façade renovation. The recommendation is to approve \$15,000 in matching grant funds. The application is attached.

Recommended Action: Approve the Community Development Block Grant Storefront Rehab at 402 Broadway North.



STOREFRONT REHAB & DOWNTOWN PROJECT APPLICATION

PRIMARY CONTACT INFORMATION FOR THIS APPLICATION			
Name	Craig Stenson		
Address	1600 University Avenue, Suite 212, St. Paul, MN 55104		
Phone	314.307.1035	Fax	
E-mail	cstenson@metroplains.com		
Property Address	400 Broadway, Fargo, ND 58102		
Applicant Name & DUNS number	400 Building Fargo, LLC <small>(name of person/entity to receive grant)</small>	181026279 <small>(Enter DUNS number here)</small>	
Architect/Firm	Shultz + Associates Architects <small>(all applicants <u>must</u> use an architect for project design)</small>		
Property Owner	400 Building Fargo, LLC		
Mailing Address	1600 University Avenue, Suite 212, St. Paul, MN 55104		

Description of Property			
<input checked="" type="checkbox"/> Current Commercial Tenants			
Business Name	Business Owner	Address	Current sq. ft. occupied
Unoccupied	N/A	402 N Broadway	approx. 4200 SF
<input checked="" type="checkbox"/> Current Residential Tenants			
		40 # occupied	1 # vacant
Tenant Name	Unit #	Mailing Address	
see attached		400 N Broadway, Unit #	



STOREFRONT REHAB & DOWNTOWN PROJECT APPLICATION

Building History (if available)

The north half of the Broadway storefront has been commercial space since it's construction, separated into two spaces when built and later combined into one commercial space in a 1938 remodel where the storefront was redesigned in an art moderne style. The storefront was remodeled again in 1975, replacing the black vitrolite with stucco and adding a mansard roof. The 1975 was later reversed, restoring the storefront to its 1938 vintage as it exists today. See attached National Register of Historic Places forms for further information on the rest of the building.

Total Cost of façade renovation \$ 100,000 (estimated)	Amount of CDBG Funding Requested \$ 15,000
Is the exterior renovation part of a larger project?	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No, the exterior rehab is the only work I am doing
If yes, please describe comprehensive project.	

Summary of Existing Condition of Exterior (please attach pictures – Attachment 1)

The glass panels adhered to the façade of the 402 storefront are damaged in numerous locations – maintenance of these fragile panels is difficult with consideration of their availability and cost.



STOREFRONT REHAB & DOWNTOWN PROJECT APPLICATION

Summary of Proposed Scope of Work (materials, color schemes, etc.) Please attach colorized drawings that include pre- and post-rehab detail, indicating specifically what will be modified and how (Attachment 2). Note – to receive historic preservation approval, projects *cannot* submit plans that include the use of “anodized” aluminum. If window replacement is proposed, applicant must provide manufacturer’s window specifications.

The storefront will be constructed of painted aluminum framing, with a center-glazed 2” x 4-1/2” profile, taking cues from the narrow framing profiles of the historic storefront. High performance glazing, Solarban 70XL, will be utilized for its balance of energy performance and transparency. The narrow double door at the front will be replaced with a new single door to meet ADA clearance requirements. A dark granite base is being incorporated at the sidewalk level for durability and is in proportion to original raised base of the storefront, though without window openings to the basement.

The aluminum framing and panning will be a painted finish to match the medium bronze of the window framing at the 400 storefront. The center pilaster, presumed to be a poured concrete column, will be clad with a steel skin, mimicking the cast iron pilasters flanking the 400 storefront entry.

The original brick and pilasters at each end of the storefront will be exposed and the condition assessed to determine whether restoration is possible or replacement with matching materials will be required. The cornice directly above the 402 storefront, removed in the 1938 remodel, will be replaced with a custom cast stone piece matching the color and profile of the original cornice.

How will proposed project affect the historic character of the property?

The storefront rehabilitation seeks to restore the 402 storefront to align with the character of the original 1914 construction while improving ease of maintenance and street visibility.

How will your project complement downtown redevelopment efforts?

The project will renew this commercial space in an area of downtown that continues to see revitalization of adjacent properties to the north – Unglued, Insomnia Cookies, and soon, the Drunken Noodle. The new storefront will increase the viability of this commercial space for a long-term commercial tenant by increasing visibility and natural light penetration into the space.

For more information on completing this application, please refer to the following website:
www.FargoND.gov/storefrontdowntowngrants.



**STOREFRONT REHAB &
DOWNTOWN PROJECT APPLICATION**

**ATTACHMENT 1:
PHOTOS**

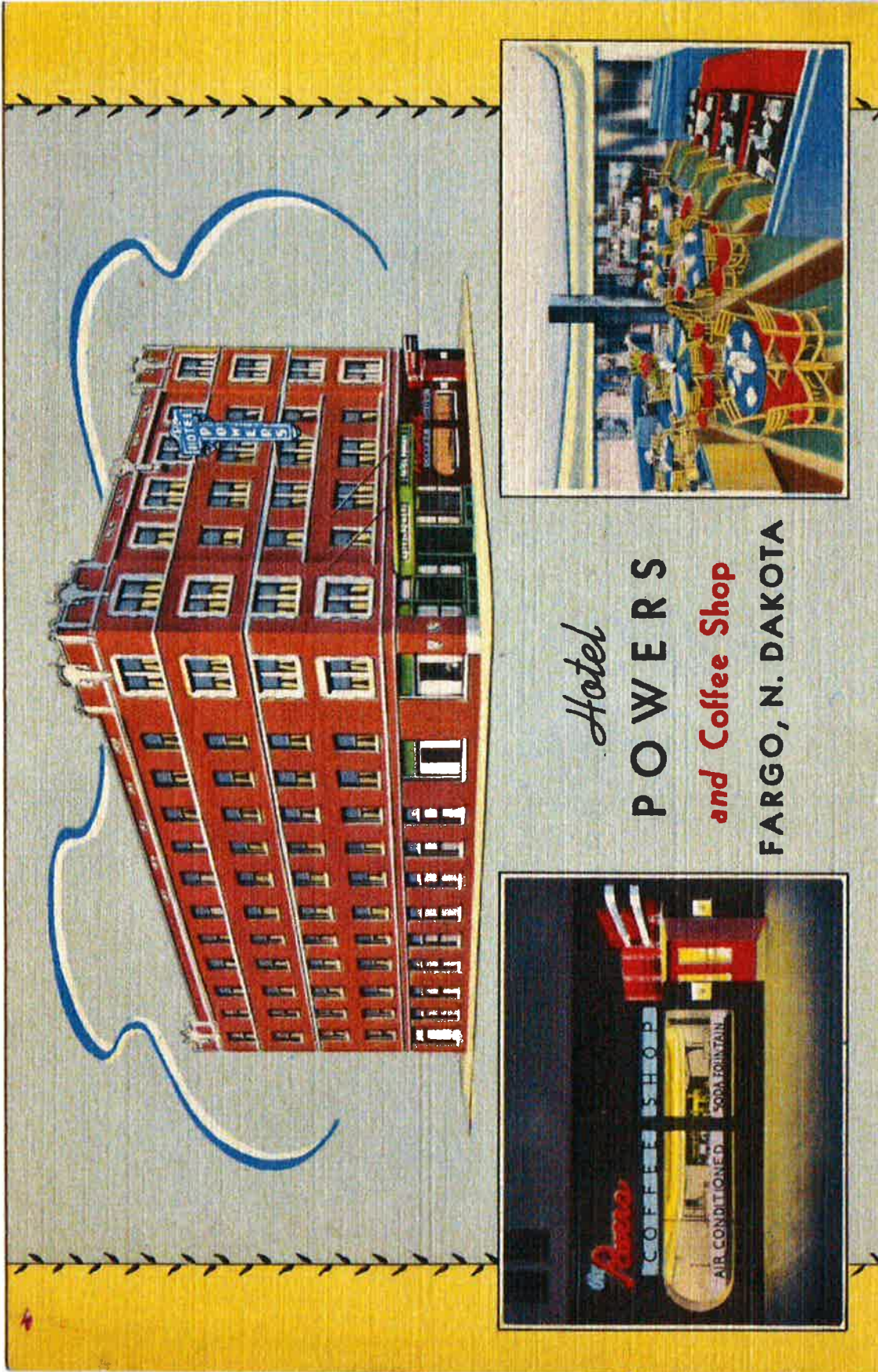
(current and historic, if available)

402 BROADWAY STOREFRONT FARGO, ND



SHULTZ ASSOCIATES

402 BROADWAY STOREFRONT
A1: Historic Image
August 7, 2018



Hotel
POWERS
and Coffee Shop
FARGO, N. DAKOTA



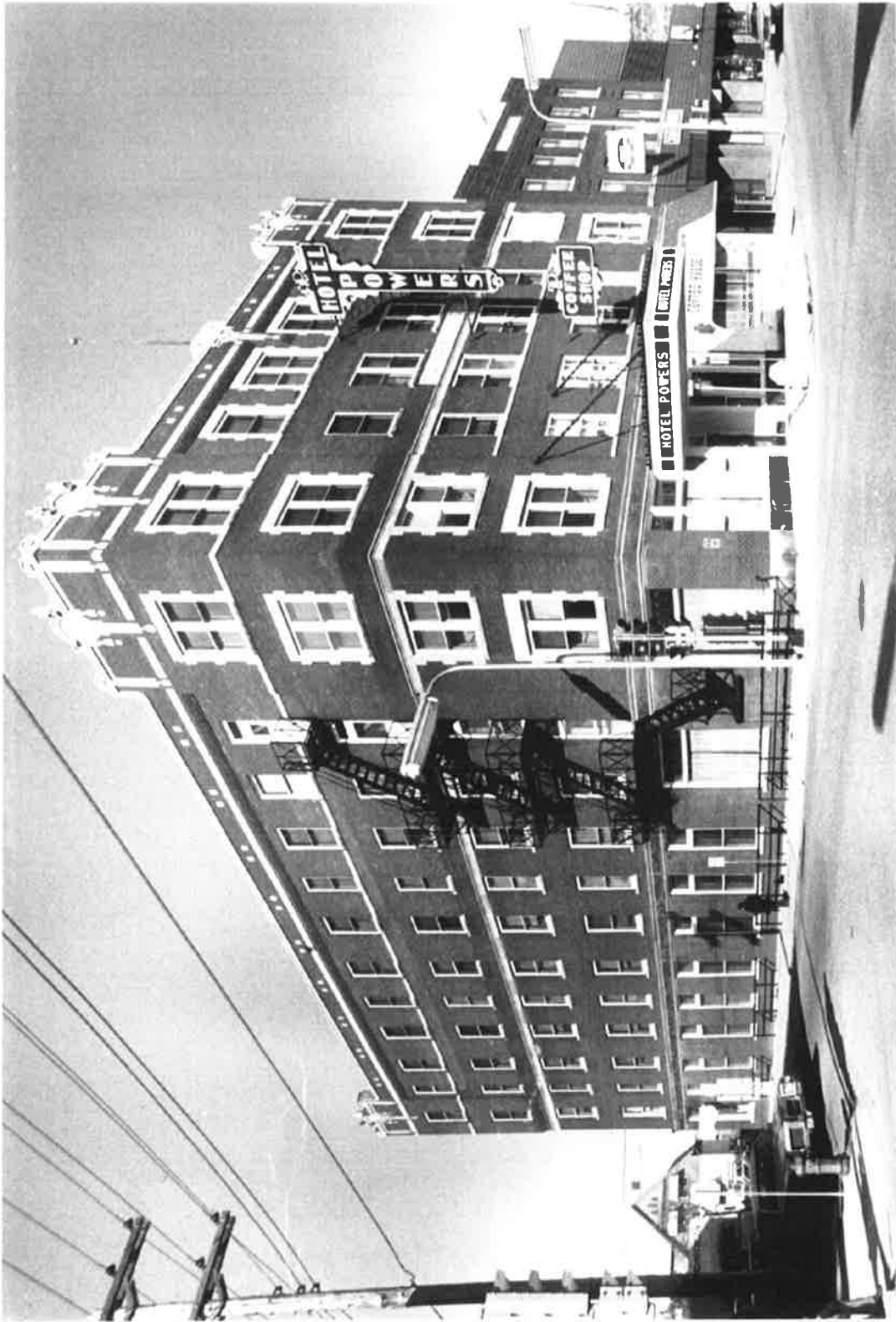
SHULTZ ASSOCIATES

402 BROADWAY STOREFRONT
 A2: Historic Image
 August 7, 2018



SHULTZ ASSOCIATES
ARCHITECTS

402 BROADWAY STOREFRONT
A3: Historic Image
August 7, 2018



402 BROADWAY STOREFRONT
A4: Historic Image
August 7, 2018



SHULTZ ASSOCIATES
www.shultz.com



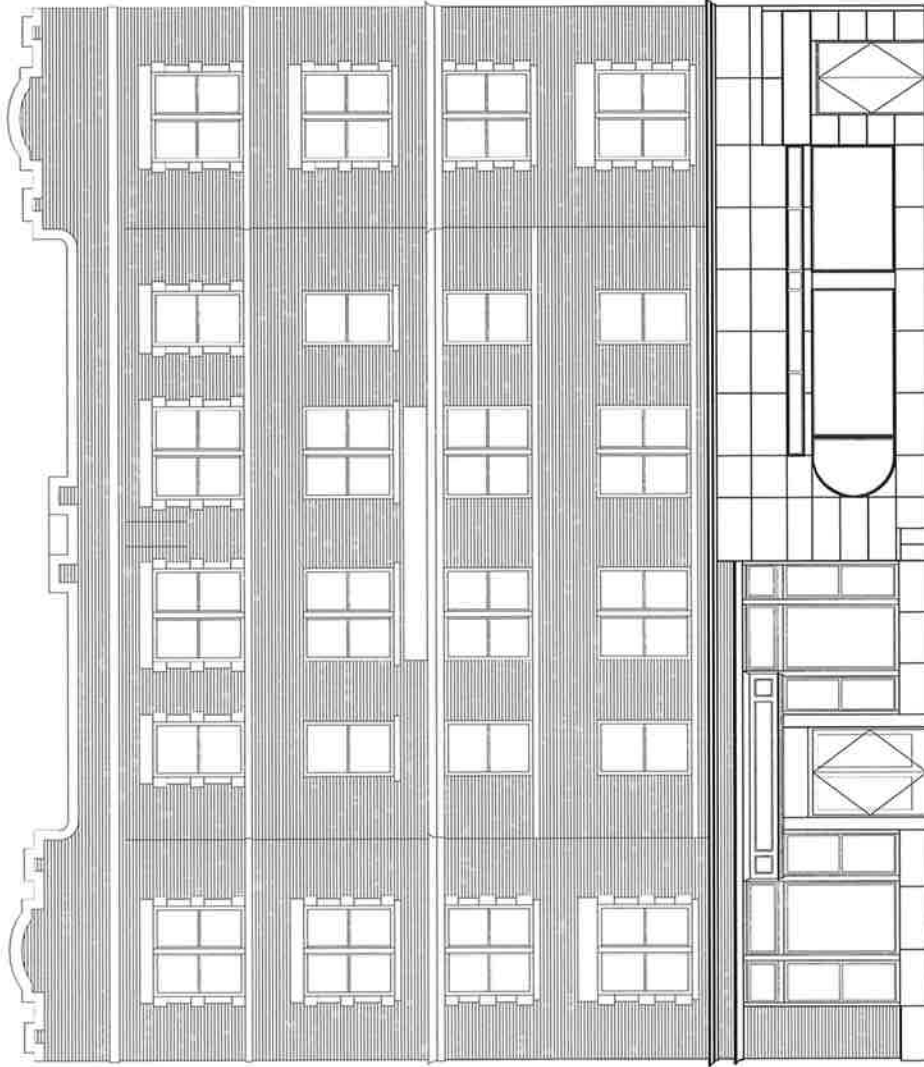
SHULTZ ASSOCIATES

402 BROADWAY STOREFRONT
A5: Current Image
August 7, 2018



**STOREFRONT REHAB &
DOWNTOWN PROJECT APPLICATION**

**ATTACHMENT 2:
DRAWINGS
PRE & POST**



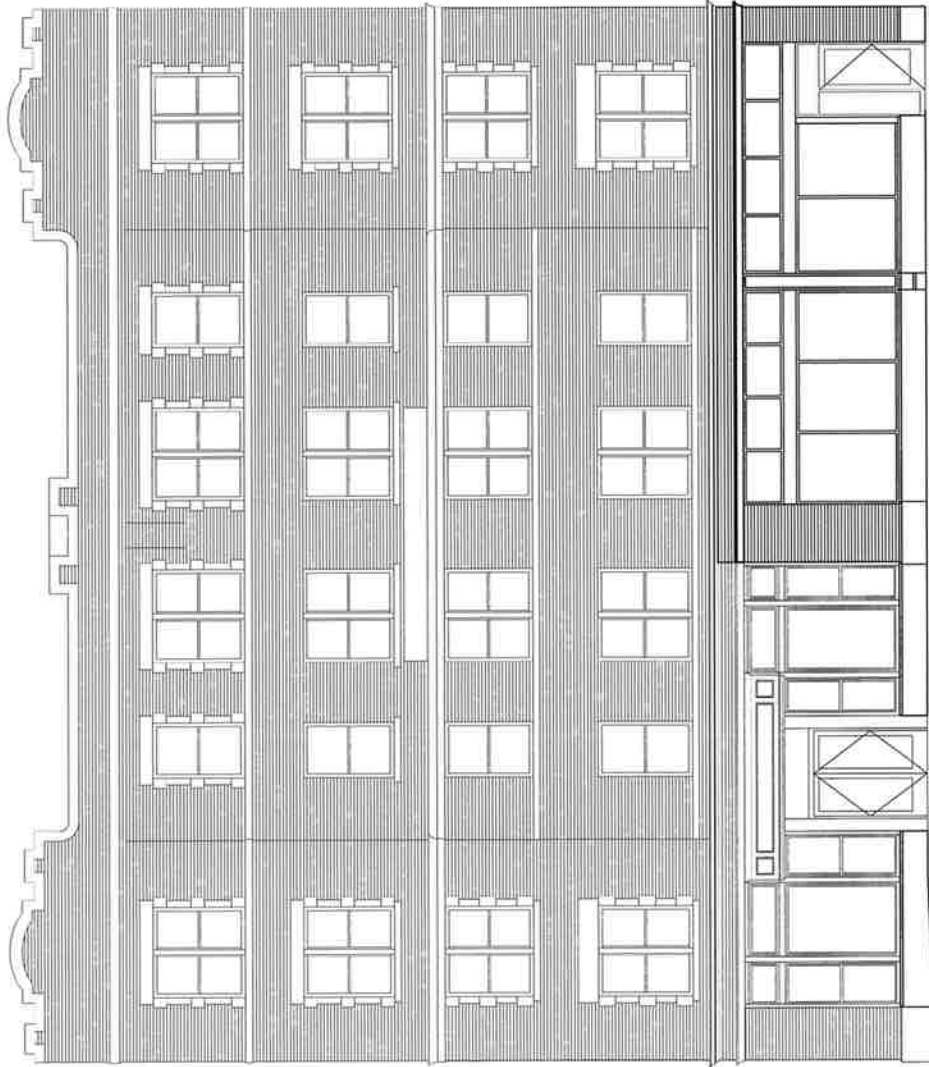
EXISTING BUILDING ELEVATION

Scale: 1/8" = 1'-0"



SHULTZ ASSOCIATES
ARCHITECTS

402 BROADWAY STOREFRONT
A6: Existing Building Elevation
1/8" = 1'-0" August 7, 2018



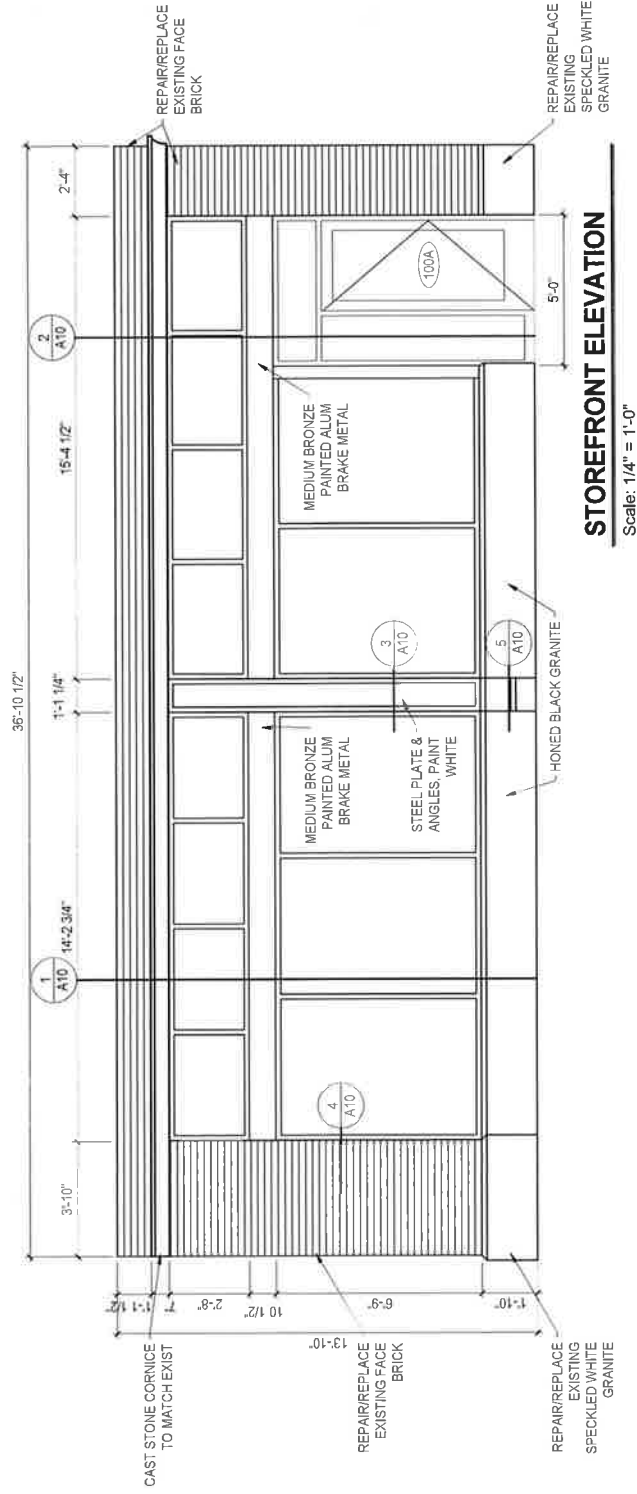
PROPOSED BUILDING ELEVATION

Scale: 1/8" = 1'-0"



SHULTZ ASSOCIATES
ARCHITECTS

402 BROADWAY STOREFRONT
A7: Proposed Building Elevation
1/8" = 1'-0" August 7, 2018



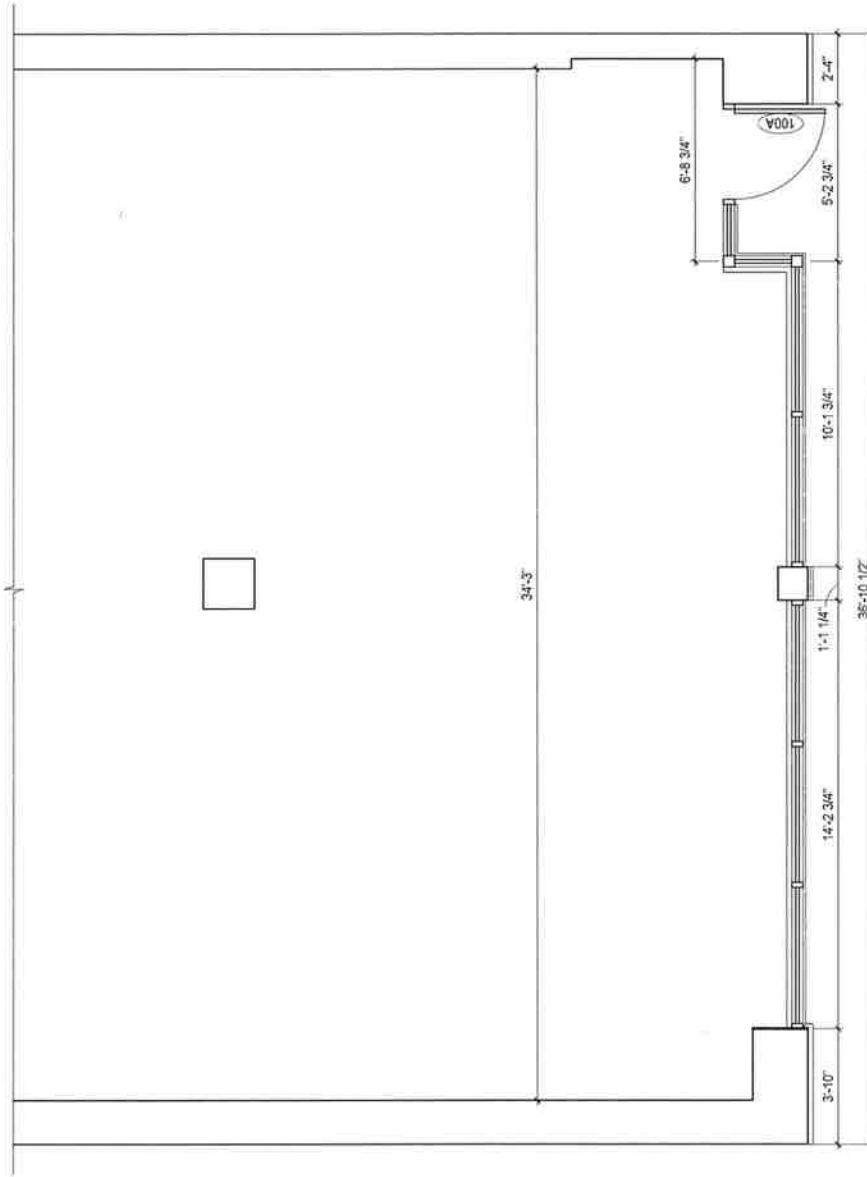
STOREFRONT ELEVATION

Scale: 1/4" = 1'-0"



SHULTZ ASSOCIATES
ARCHITECTS

402 BROADWAY STOREFRONT
A8: Storefront Elevation
1/4" = 1'-0" August 7, 2018



PROPOSED FLOOR PLAN

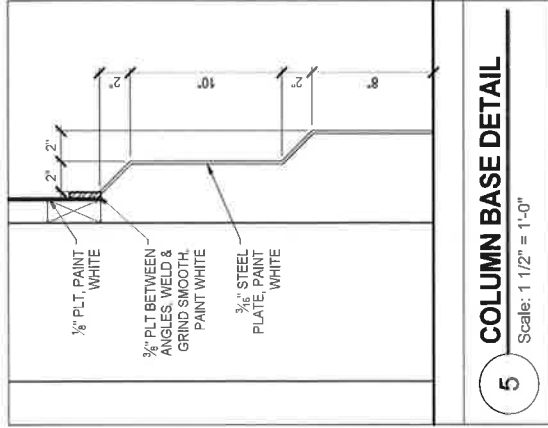
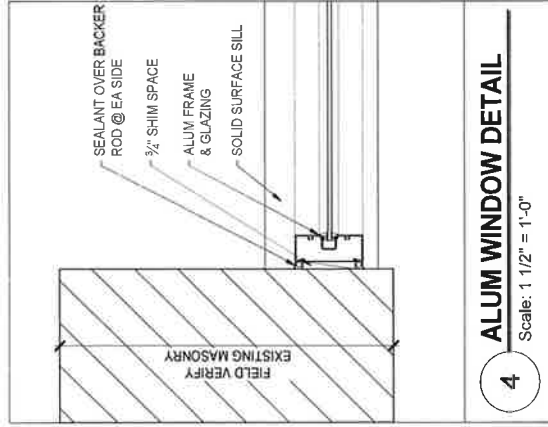
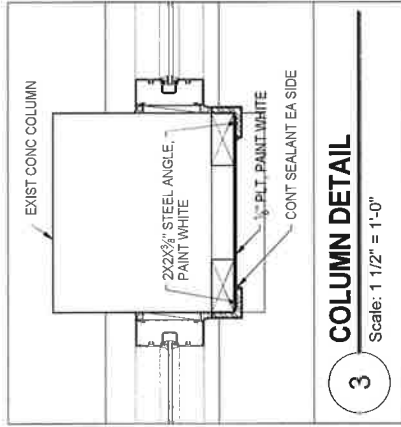
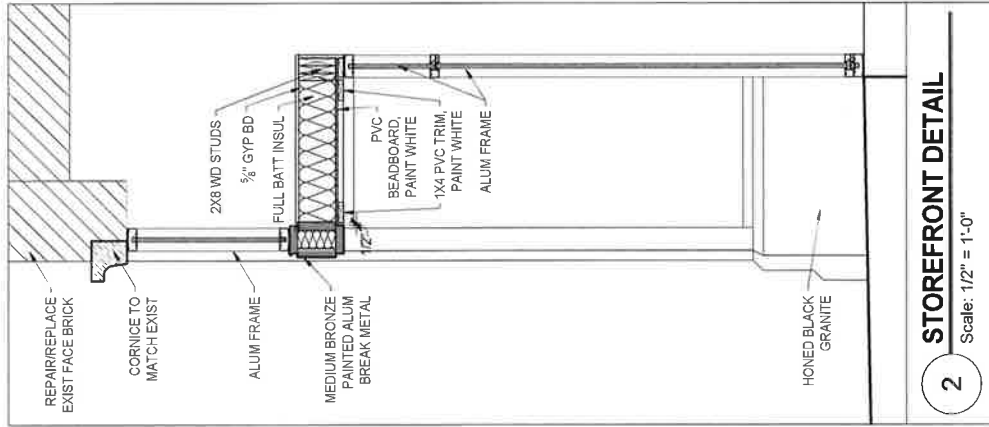
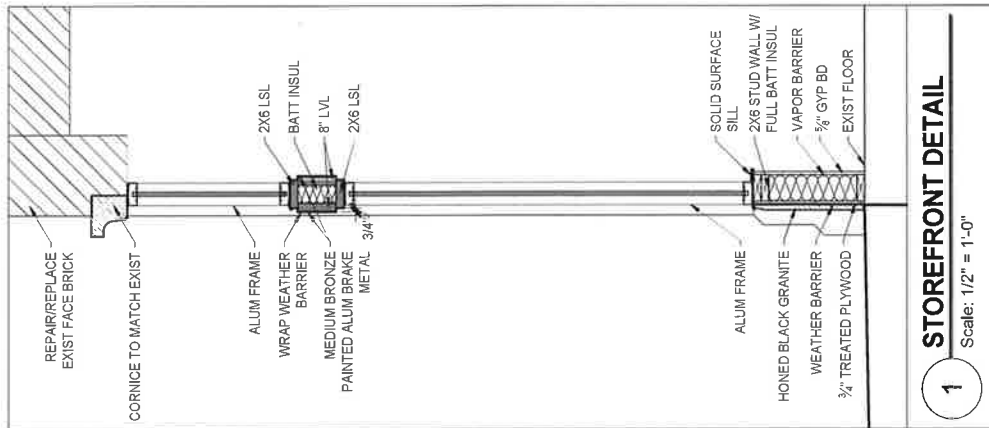


Scale: 1/4" = 1'-0"



SHULTZ ASSOCIATES
ARCHITECTS

402 BROADWAY STOREFRONT
A9: Existing Floor Plan
1/4" = 1'-0" August 7, 2018



SHULTZ ASSOCIATES
ARCHITECTS

402 BROADWAY STOREFRONT
A10: Details
August 7, 2018



SHULTZ ASSOCIATES

402 BROADWAY STOREFRONT
A11: Corner View
August 7, 2018



SHULTZ ASSOCIATES

402 BROADWAY STOREFRONT
A12: Facade View
August 7, 2018



SHULTZ ASSOCIATES

402 BROADWAY STOREFRONT
A13: Storefront View
August 7, 2018

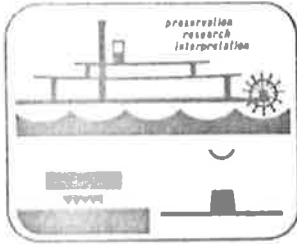


**STOREFRONT REHAB &
DOWNTOWN PROJECT APPLICATION**

**ATTACHMENT 3:
ADDITIONAL
INFORMATION**

THE 400
400 BROADWAY
FARGO, ND 58102

UNIT #	TENANT NAME	SUB
201	QUAM, CASEY	HUD
202	HELLING, MILO A.	HUD
203	CHRISTIANSON, DALE C.	HUD
204	STEUCK, DAMON E.	HUD
205	BIXBY, THOMAS S.	HUD
206	SWEENEY, DIXIE,& DANIEL PINERIO	HUD
207	EDGETON, BRUCE W.	HUD
208	SMITH, SABRINA L.	HUD
209	GRENDAHL, STEPHAN	HUD
210	AHO, JENNIFER L.	HUD
211	NELSON, ROIDNEY A.	HUD
301	PETERSON, JAMES	HUD
302	CANTORE, JOHN R.	HUD
303	KAPLAN, LORA LEE	HUD
304	ALVARADO, JOSEFINA M.	HUD
305	INGALLS, SCOTT E.	HUD
306	FOX, ROCHELLE	HUD
307	TANGEN, COLBY A.	HUD
308	GRAEFF, RICHARD W.	HUD
309	NUR, SADIA	HUD
310	BELGARDE, PATRICE J.	HUD
311	KERLIN, KATHLEEN M.	HUD
312	ONWAN, ALEXANDER	HUD
401	SUNBY, EDWARD	HUD
402	ARTZ, GAIL M.	HUD
403	HINKLEY, JAMES N.	HUD
404	AANENSON, DAVID J.	HUD
405	CLARK, MARSHALL	HUD
406	BRUSE, TERRY G.	HUD
407	MASHEK, DELL RAE	HUD
408	ZIMMERMAN, PAULA J.	HUD
409	HILL, RODNEY---7/25/18 MI	HUD
501	BOLINE, MARK A.	HUD
502	QUINN, JOHN A.	HUD
503	HILTON, TINA	HUD
504	HENRY, HARRY G.	HUD
505	BRADLY, MALINDA	HUD
506	BEILKE, STEVEN E.	HUD
507	DRAGER, MARILYN	HUD
508	VARIANNO, KERBY J.	HUD
509	ORVEDAHL, BRUCE	HUD
#####	RESTAURANT---CURRENTLY VACANT	N/A



State Historical Society

of North Dakota (State Historical Board)
North Dakota Heritage Center, Bismarck, N.D. 58505
Telephone 701-224-2666

May 27, 1983

Mr. Paul Feder
The 400 Associates
1700 S. 8th Street
Fargo, ND 58103

Dear Mr. Feder:

We are pleased to inform you that the Powers Hotel, Fargo, North Dakota, has been officially entered in the National Register of Historic Places, in recognition of its contribution to the cultural heritage of North Dakota.

We congratulate you and the other members of your community for the role that you have played in promoting historic preservation in North Dakota, and we want to especially thank you for the assistance that you gave during the nomination process. We hope you will feel free to call on us whenever we can be of any assistance to you.

Sincerely,

A handwritten signature in cursive script that reads "James E. Sperry".

James E. Sperry
State Historic Preservation Officer
(North Dakota)

JES/je

**United States Department of the Interior
National Park Service**

**National Register of Historic Places
Inventory—Nomination Form**

For NPS use only
received **APR - 7 1983**
date entered

See instructions in *How to Complete National Register Forms*
Type all entries—complete applicable sections

1. Name

historic Powers Hotel (Preferred)
and/or common The 400

2. Location

street & number 400 Broadway not for publication
city, town Fargo vicinity of
state North Dakota code 38 county Cass code 017

3. Classification

Category	Ownership	Status	Present Use
<input type="checkbox"/> district	<input type="checkbox"/> public	<input type="checkbox"/> occupied	<input type="checkbox"/> agriculture
<input checked="" type="checkbox"/> building(s)	<input checked="" type="checkbox"/> private	<input type="checkbox"/> unoccupied	<input type="checkbox"/> commercial
<input type="checkbox"/> structure	<input type="checkbox"/> both	<input checked="" type="checkbox"/> work in progress	<input type="checkbox"/> educational
<input type="checkbox"/> site	Public Acquisition	Accessible	<input type="checkbox"/> entertainment
<input type="checkbox"/> object	<input checked="" type="checkbox"/> In process	<input checked="" type="checkbox"/> yes: restricted	<input type="checkbox"/> government
	<input type="checkbox"/> being considered	<input type="checkbox"/> yes: unrestricted	<input type="checkbox"/> industrial
		<input type="checkbox"/> no	<input type="checkbox"/> military
			<input type="checkbox"/> museum
			<input type="checkbox"/> park
			<input type="checkbox"/> private residence
			<input type="checkbox"/> religious
			<input type="checkbox"/> scientific
			<input type="checkbox"/> transportation
			<input checked="" type="checkbox"/> other: vacant

4. Owner of Property

name The 400 Associates
street & number 1700 S. 8th St.
city, town Fargo vicinity of state North Dakota

5. Location of Legal Description

courthouse, registry of deeds, etc. Cass County Courthouse
street & number 211 S. 9th St.
city, town Fargo state North Dakota

6. Representation in Existing Surveys

title has this property been determined eligible? yes no
date federal state county local
depository for survey records State Historical Society of North Dakota
city, town Bismarck state North Dakota

7. Description

Condition		Check one	Check one
<input type="checkbox"/> excellent	<input type="checkbox"/> deteriorated	<input type="checkbox"/> unaltered	<input checked="" type="checkbox"/> original site
<input checked="" type="checkbox"/> good	<input type="checkbox"/> ruins	<input checked="" type="checkbox"/> altered	<input type="checkbox"/> moved date _____
<input type="checkbox"/> fair	<input type="checkbox"/> unexposed		

Describe the present and original (if known) physical appearance

The east facade of the Powers Hotel is a symmetrical, balanced composition rendered in cream white terra cotta, white stone, and hard red face brick. It is broken horizontally by belt and trim courses at the first floor and between the third and fourth floors. Originally the building was three stories with a brick and stone parapet. This parapet was removed in the 1919 addition of two floors by Fargo architect William F. Kurke. The windows are symmetrically arranged and are composed as one-over-one panes. Windows on the edges of the facade are trimmed with terra cotta toothed into the brick on the top two floors, and stone toothed into the brick on the second and third floors. The entry is unaltered and is covered by a large metal canopy which carries the name "Powers Hotel." Above the front doors, as above all first floor windows, are stained and beveled glass transoms set in a simple vertical pattern of a geometrically stylized plant form, which was a popular ornamental theme of Sullivanesque designers. Large square single pane windows flank the hotel entry and have a transom panel of the leaded glass pattern as occurs over the hotel entry.

The north half of the first floor on the east facade was divided into two commercial areas. In 1938 the space was remodeled from two shops into one coffee shop. This coffee shop was designed in the art moderne style and was good example of the style's emphasis on the surface, reflective claddings, continuity of line, and simplicity of form, emphasizing the curve. The coffee shop remodeling added a large rectangular storefront window terminating in a semicircular end. This curve also occurred in the canopy over the cafe entry. A neon sign advertising the coffee shop was in a continuous reveal which was above and parallel to the window. This art moderne front was damaged when it was remodeled in 1975. The structural pigmented glass was replaced with stucco and a mansard style canopy. The window with its semicircular end remain as well as an untouched interior.

The south facade is much the same as the east. It is approximately one third longer than the east and is not divided into any vertical bays with the exception of the southeast corner which protrudes approximately 8 inches from the remainder of the wall to add some emphasis and verticality to the corner. Materials are the same as the east facade, as are the distinctive terra cotta ornamental "badges" which, along with an increase in parapet height, help accentuate the corners or limits to the facade composition. The ornamental pattern is distinctively a Sullivanesque, organic theme, although its shallow relief and occurrence on a few other structures around the midwest mark this ornament as a stock pattern, perhaps from the American Terra Cotta Company, and was probably not an original composition by Kurke. This ornament, nonetheless, may be the best example of Sullivanesque ornament surviving in Fargo.

Other features of the south facade are the large single pane and double hung windows of the first floor. All have transom lights of leaded glass in the same pattern described on the east facade. A black painted iron and steel fire escape is hung on the eastern half of this facade. It extends from the fifth floor to the first floor and appears to have been added in the 1919 addition of the top two floors by Kurke.

The west and north elevations are quite unlike the south and east in that they are treated as the "back door," which they are for this building. These elevations are constructed of common yellow brick. Although this is a very soft brick no major signs of deterioration are visible.

**United States Department of the Interior
National Park Service**

**National Register of Historic Places
Inventory—Nomination Form**

For NPS use only
received
date entered

Continuation sheet

Item number 7

Page 1

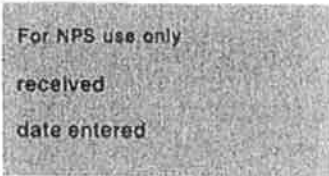
The west facade is composed only to the extent of aligning vertically most openings. This effort was not carried through to the center, where a stair occurs inside and disrupts window placement. A fire escape on the outside lends an asymmetrical balance to the two story chimney on the north edge. The facade is stepped at the point of the addition of 1919, apparently to avoid placing guest windows too close to the existing chimney. The lower portions of this facade show evidence of the removal of small sheds or additions. At the top is visible a sign painted on the brick which reads "Hotel Powers Fireproof."

The north elevation is for the most part not visible, concealed by an adjacent three story building, also constructed by T. F. Powers at approximately the same time as the Powers Hotel. The visible portion is the two floor addition by Kurke in 1919, and is constructed of soft yellow Fargo common brick. There are few openings, and as such, few elements to compose. A sign painted on the brick which reads "The Powers Hotel" in art moderne letters on the east edge of this facade is visible from Broadway.

The building is rectangular in plan and occupies a lot which has street exposure from Broadway on the east, Fourth Avenue on the south, and Roberts Street on the west. The building is built up to lot lines on the north, east, and south. It occupies roughly two-thirds of its lot and has parking and service access from Roberts Street on the west.

The basement occupies the full building footprint, is rectangular in plan, and is served by two elevators; one passenger elevator in the east core and one for service in the west core. The basement's principle use was as mechanical and storage. A small barber/beauty shop, accessible from the east elevator or stair and from a sidewalk stairwell, occupies the east portion of the basement under the hotel lobby.

The ground floor, rectangular in plan, is divided by a party wall down the center into the hotel lobby on the south and the coffee shop on the north. The hotel lobby was designed as a large single room with coffered plaster ceiling. The stair to the guest rooms winds around the elevator and is the only object in the lobby to touch the ceiling. The desk and office are in the northwest corner of the space and extend only eight feet up, stopping four feet short of the twelve-foot-high-ceiling. A single line of columns extends through the center of the space running east-west. Interior plaster ornamentation is restricted to a simple cove at the ceiling and a shallow relief pattern of blocks as a wainscot. Behind the desk is a large meeting room separated from the lobby by a pair of leaded and beveled glass doors. This room has a door to the kitchen of the adjacent coffee shop. The coffee shop is a large room with three columns down the center running east-west. The major features are high-backed booths, painted in a high gloss enamel, and a continuously curving soffit which extends from facade back to coffee bar and back to facade. The soffit is striped with an indirect blue neon light which is continuous for the soffit length. The coffee bar is centered in the space and is clad in black structural pigmented glass, as are the columns and the wall behind the coffee bar separating eating from food preparation areas.

**United States Department of the Interior
National Park Service****National Register of Historic Places
Inventory—Nomination Form**

For NPS use only
received
date entered

Continuation sheet

Item number 7

Page 2

The second and third floors are similar in their square doughnut shape and arrangement of 28 hotel rooms along a double loaded corridor and looking out into a lightwell or the building perimeter. The rooms were generous in height having nine-and-a-half-foot ceilings, double hung windows, and transoms over room entries which aided natural ventilation. Most rooms had their own baths in the room. These were separate rooms with floor levels six inches above the hotel rooms, presumably to accommodate plumbing. Walls between rooms and corridor walls were pyro bar gypsum block covered with painted plaster.

The fourth and fifth floors were added in 1919 by Kurke, and are similar in their "L" shaped configuration and layout of 22 rooms along a double loaded corridor extending along the east and south portions of the buildings. The rooms look into the lightwell to the north or the perimeter of the building. Rooms on these floors are similar in type, finish and condition to those described in the second and third floors.

The structural frame and floor system for the Powers Hotel is poured in place concrete column and slab. Hollow clay tile blocks are cast in the slab in locations where the more expensive and heavier concrete is not structurally required. This system acts structurally in much the same way a coffered slab does today.

The building is in excellent condition for its age, having a dated mechanical and electrical system. It is a prime property for a sensitive rehabilitation so it may continue to anchor the north Broadway commercial district.

8. Significance

Period	Areas of Significance—Check and justify below			
<input type="checkbox"/> prehistoric	<input type="checkbox"/> archeology-prehistoric	<input type="checkbox"/> community planning	<input type="checkbox"/> landscape architecture	<input type="checkbox"/> religion
<input type="checkbox"/> 1400-1499	<input type="checkbox"/> archeology-historic	<input type="checkbox"/> conservation	<input type="checkbox"/> law	<input type="checkbox"/> science
<input type="checkbox"/> 1500-1599	<input type="checkbox"/> agriculture	<input type="checkbox"/> economics	<input type="checkbox"/> literature	<input type="checkbox"/> sculpture
<input type="checkbox"/> 1600-1699	<input checked="" type="checkbox"/> architecture	<input type="checkbox"/> education	<input type="checkbox"/> military	<input type="checkbox"/> social/humanitarian
<input type="checkbox"/> 1700-1799	<input type="checkbox"/> art	<input type="checkbox"/> engineering	<input type="checkbox"/> music	<input type="checkbox"/> theater
<input type="checkbox"/> 1800-1899	<input checked="" type="checkbox"/> commerce	<input type="checkbox"/> exploration/settlement	<input type="checkbox"/> philosophy	<input type="checkbox"/> transportation
<input checked="" type="checkbox"/> 1900-	<input type="checkbox"/> communications	<input type="checkbox"/> industry	<input type="checkbox"/> politics/government	<input type="checkbox"/> other (specify)
		<input type="checkbox"/> invention		

Specific dates 1914, 1919, 1938 Builder/Architect Hancock Brothers and William F. Kurke, Architects; T. F. Powers, Builder

Statement of Significance (in one paragraph)

The Powers Hotel is significant for its Sullivanesque architectural style as designed by the Hancock Brothers and William F. Kurke, for its builder, Thomas F. Powers, and for its role in the commercial development of North Broadway in Fargo, North Dakota.

The architectural style of the Powers Hotel can best be described as early Sullivanesque. This is because of its simple massing, absence of classical ornament, simple punched window and door openings, and dynamic organic theme of its parapet ornamentation. The architects for the lower three floors of the Powers Hotel were the Hancock Brothers of Fargo. These men are considered to belong to the small group of architects classed as pioneer architects. The Hancock Brothers are noteworthy not only for their practice in and around Fargo at the turn of the century, but as style setters for the city's architecture. The bulk of Hancock Brothers work is Classical Revival style, which was their mainstay after the Columbian Exposition of 1883. Many examples of this style exist in Fargo today. The Richardsonian Romanesque style was introduced in Fargo by the firm in four projects, of which two remain. The Chicago style, as popularized nationally by William Lebaron Jenny, Holabird and Root, and Louis Sullivan, was introduced to Fargo by the Hancock Brothers in warehouse type projects of which a few survive. But the style which is called Sullivanesque was introduced in only one structure, the Powers Hotel. The bold, simple massing, lack of classical ornament or detail inside or out, and the simple, bold, punched openings of the windows make this the sole existing example of yet another style introduced to the architectural vocabulary of Fargo. William F. Kurke, the architect for the top two floors, recognized this in 1919, and provided a consistent, if not emphatic, addition which has proven to be his only work which can be classified as Sullivanesque or Prairiesque. This is apparent in Kurke's choice for the parapet design, architectural terra cotta, but which was not as rich or imaginative as the work of Sullivan. This apparently "stock" terra cotta was designed to fit in the composition with the ornament, breaking the otherwise clean profile of the parapet.

The builder of the Powers Hotel was Thomas F. Powers, who leased it to his brother Joseph and managed it until 1925, when he moved to the Waldorf Hotel. The Powers family managed the hotel with their sons until 1981, when it was purchased by the 400 Associates Partnership for rehabilitation into elderly housing. T. F. Powers had a financial interest in the Fargoan Hotel, and his sons have always been prominent in the hotel management field in Fargo, managing the Gardner, Powers, Fargoan, and Waldorf Hotels.

Powers acted as a foreman for another contractor before forming his own construction company in 1904. His construction company constructed many city institutions, schools, buildings at North Dakota State Agricultural College, and local hospitals prior to constructing the Powers Hotel. He constructed the Fargoan Hotel. It is of interest to note that after constructing the Fargoan Hotel he built the city's only fireproof hotel for himself.

9. Major Bibliographical References

A Century Together: A History of Fargo, North Dakota and Moorhead, Minnesota. Fargo-Moorhead Centennial Corporation, June, 1975.
Fargo Forum.

Kurke, William, F., Architectural drawings.
Ramsey, Ronald L. M., Fargo-Moorhead - A Guide to Historic Architecture.

10. Geographical Data

Acreage of nominated property Less than 1 acre.

Quadrangle name Fargo North, N. Dak.

Quadrangle scale 1:24000

UTM References

A

1	4
---	---

6	6	3	5	6	0
---	---	---	---	---	---

5	1	9	3	9	8	0
---	---	---	---	---	---	---

Zone Easting Northing

B

--	--

--	--	--	--

--	--	--	--	--	--

Zone Easting Northing

C

--	--

--	--	--	--

--	--	--	--	--	--

D

--	--

--	--	--	--

--	--	--	--	--	--

E

--	--

--	--	--	--

--	--	--	--	--	--

F

--	--

--	--	--	--

--	--	--	--	--	--

G

--	--

--	--	--	--

--	--	--	--	--	--

H

--	--

--	--	--	--

--	--	--	--	--	--

Verbal boundary description and justification

South 70' of Block E Chapin's, Johnson and Barrett's Addition, Fargo, North Dakota.

List all states and counties for properties overlapping state or county boundaries

state N/A code N/A county N/A code N/A

state N/A code N/A county N/A code N/A

11. Form Prepared By

name/title Michael J. O'Brien, Architect, Associate

organization Seth Twichell and Associates

date 1/24/83

street & number 415 3rd Avenue North

telephone (701)237-6825

city or town Fargo

state North Dakota

12. State Historic Preservation Officer Certification

The evaluated significance of this property within the state is:

national state local

As the designated State Historic Preservation Officer for the National Historic Preservation Act of 1966 (Public Law 89-665), I hereby nominate this property for inclusion in the National Register and certify that it has been evaluated according to the criteria and procedures set forth by the National Park Service.

State Historic Preservation Officer signature

James E. Sherry

title North Dakota State Historic Preservation Officer

date 3/11/83

For NPS use only

I hereby certify that this property is included in the National Register

Linda McClelland
Keeper of the National Register

date 5/10/83

Attest: *Patrick Andrews*
Chief of Registration

date 5/10/83

1-01

Product Data Sheet



Aesthetic Description

Solarban[®] 70XL glass is a solar control, low-e glass that brilliantly combines the clear appearance of transparent, color-neutral glass with an exceptional combination of solar control and visible light transmittance (VLT).

The world's first triple-silver, magnetic sputter vacuum deposition (MSVD) coating, *Solarban*[®] 70XL glass expands the design possibilities for buildings in two important ways. First, *Solarban*[®] 70XL glass enables architects to incorporate vast areas of vision glass into their designs without a corresponding increase in cooling equipment capacity.

Second, architects can specify a clear aesthetic while achieving solar control performance that was once attainable only through the use of tinted glass and a solar control, low-e coating in an insulating glass unit (IGU).

Performance Options

When coupled with conventional clear glass in a one-inch IGU, *Solarban*[®] 70XL glass achieves a Visible Light Transmittance (VLT) of 64 percent and a Solar Heat Gain Coefficient (SHGC) of 0.27 to produce a Light to Solar Gain (LSG) ratio of 2.37, making it one of the industry's highest-performing glasses.

The clear aesthetic of *Solarban*[®] 70XL glass also makes the product exceptionally versatile, offering architects an extensive array of performance and appearance options. For instance, for projects that require advanced solar control performance, *Solarban*[®] 70XL glass can be coated on the second (#2) surface of nearly all of Vitro Architectural Glass[®] (formerly PPG glass) wide range of tinted glasses to produce SHGCs of as low as 0.19 and LSG ratios ranging from 1.68 to 2.15.

For more color and reflectivity choices, *Solarban*[®] 70XL glass may be specified on the third (#3) surface of an IGU behind a tinted lite or in combination with *Solarcool*[®] reflective or *Vistacool*[®] subtly reflective color-enhanced glasses.



The Cirque

Location: Dallas, TX | Product: *Solarban*[®] 70XL Glass | Architect of Record: PageSoutherlandPage | Design Architect: Gromatzky Dupree & Associates | Glass Fabricator: Trulite Glass and Aluminum Solutions | Glazing Contractor: Haley-Greer

LEED and Sustainable Building

The center-of-glass insulating performance of *Solarban*[®] 70XL glass enables most glazing designs to meet the most stringent regional and local energy standards when used as part of a well-designed and constructed glazing system. In addition, *Solarban*[®] 70XL glass can contribute to achieving credit under LEED v4 (and earlier versions) in the categories of Energy and Atmosphere (EA), Materials and Resources (MR), Indoor Environmental Quality (IEQ) and Innovation in Design (IN) as detailed below.

Category	Feature	Benefit
Energy & Atmosphere (EA)	SHGC: 0.19 to 0.27	Helps projects achieve Minimum Energy Performance and ASHRAE 50% Advanced Energy Design Guide (AEDG) energy efficiency targets in LEED v4.
	U-Value: 0.26 (Summer) 0.28 (Winter)	Exceptional solar control performance enables buildings to use less energy and control long-term energy costs.
Materials & Resources (MR)	Regional Sourcing	Can be sourced regionally throughout North America through Vitro Certified [™] Fabricators.
	Cradle to Cradle Certified [®] (Silver Level) Published Corporate Sustainability Statement	Cradle to Cradle Silver certification (Material Ingredient Optimization). Manufacturer has published a stated commitment to sustainable practices.
Indoor Environmental Quality (IEQ)	VLT: 32% to 64%	Provides ample visible light, connecting occupants to undistorted natural outdoor views.
Innovation in Design (IN)		Helps projects earn <i>Innovation in Design</i> credits by contributing to exemplary performance strategies through the selection of environmentally focused products.

Solarban® 70XL Glass

Fabrication and Availability

Solarban® 70XL glass is available exclusively through the Vitro Certified™ Network. Vitro Certified™ Fabricators can meet tight construction deadlines and accelerate the delivery of replacement glass before, during and after construction. Solarban® 70XL glass is manufactured using the sputter-coating process and is available for annealed, heat-strengthened and tempered applications.

Additional Resources

Solarban® 70XL glass is Cradle to Cradle Certified™. For more information or to obtain samples of any Vitro Glass product, call 1-855-VTRO-GLS (887-6457) or visit vitroglazings.com. Vitro Architectural Glass is the first U.S. float glass manufacturer to have its products recognized by the Cradle to Cradle Certified™ program, and offers more C2C-certified architectural glasses than any other float glass manufacturer.

Insulating Glass Unit Performance Comparisons | 1-inch (25mm) units with 1/2-inch (13mm) airspace and two 1/4-inch (6mm) lites

Outdoor Lite: Coating if Any (Surface) Glass + Indoor Lite: Coating if Any (Surface) Glass	Glass Type	Visible Light Transmittance (VLT)	Visible Light Reflectance		(BTU/hr·ft²·°F) NFRC U-Value		Solar Heat Gain Coefficient (SHGC)	Light to Solar Gain (LSG)
			Exterior %	Interior %	Winter Nighttime	Winter Argon		
Solarban® 70XL Solar Control Low-E Glass								
Solarban® 70XL (2) + Clear		64	12	13	0.28	0.24	0.27	2.37
Solarban® 70XL (2) Solexia® + Clear		58	10	13	0.28	0.24	0.27	2.15
Solarban® 70XL (2) Atlantica® + Clear		51	9	12	0.28	0.24	0.24	2.13
Solarban® 70XL (2) Azuria® + Clear		52	9	12	0.28	0.24	0.25	2.08
Solarban® 70XL (2) Solarblue® + Clear		42	8	12	0.28	0.24	0.23	1.83
Solarban® 70XL (2) Pacifica® + Clear		32	6	12	0.28	0.24	0.19	1.68
Solarban® 70XL (2) Solarbronze® + Clear		40	7	12	0.28	0.24	0.21	1.90
Solarban® 70XL (2) Optigray® + Clear		47	8	12	0.28	0.24	0.24	1.96
Solarban® 70XL (2) Solargray® + Clear		34	6	12	0.28	0.24	0.20	1.70
Solexia® + Solarban® 70XL (3) Clear		56	11	12	0.28	0.24	0.32	1.75
Atlantica® + Solarban® 70XL (3) Clear		49	10	11	0.28	0.24	0.28	1.75
Azuria® + Solarban® 70XL (3) Clear		49	9	11	0.28	0.24	0.29	1.69
Solarblue® + Solarban® 70XL (3) Clear		40	8	11	0.28	0.24	0.27	1.48
Pacifica® + Solarban® 70XL (3) Clear		31	6	10	0.28	0.24	0.22	1.41
Solarbronze® + Solarban® 70XL (3) Clear		38	8	11	0.28	0.24	0.26	1.46
Optigray® + Solarban® 70XL (3) Clear		45	9	11	0.28	0.24	0.29	1.55
Solargray® + Solarban® 70XL (3) Clear		32	7	11	0.28	0.24	0.24	1.33
Graylite® II + Solarban® 70XL (3) Clear		6	4	10	0.28	0.24	0.11	0.55

Vistacool® and Solarcool® with Solarban® 70XL Solar Control Low-E (3)*

Vistacool® (2) Azuria® + Solarban® 70XL (3)	38	21	23	0.28	0.24	0.24	1.58
Vistacool® (2) Pacifica® + Solarban® 70XL (3)	24	11	22	0.28	0.24	0.19	1.26
Solarcool® (2) Solexia® + Solarban® 70XL (3)	22	24	27	0.28	0.24	0.17	1.29
Solarcool® (2) Azuria® + Solarban® 70XL (3)	19	19	27	0.28	0.24	0.15	1.27
Solarcool® (2) Solarblue® + Solarban® 70XL (3)	16	14	27	0.28	0.24	0.15	1.07
Solarcool® (2) Pacifica® + Solarban® 70XL (3)	12	10	27	0.28	0.24	0.13	0.92
Solarcool® (2) Solarbronze® + Solarban® 70XL (3)	15	14	27	0.28	0.24	0.15	1.00
Solarcool® (2) Solargray® + Solarban® 70XL (3)	13	11	27	0.28	0.24	0.14	0.93

*Solarban® 70XL glass for annealed applications is applied to Starphire® glass, heat treated applications will require either clear or Starphire® glass depending on manufacturing process.

All performance data calculated using LBNL Window 7.3 software, except European U-value, which is calculated using WinDat version 3.0.1 software. For detailed information on the methodologies used to calculate the aesthetic and performance values in this table, please visit vitroglazings.com or request our Architectural Glass Catalog.

For more information about Solarban® low-e glass and other Cradle to Cradle Certified™ architectural glasses by Vitro Glass, visit vitroglazings.com, or call 1-855-VTRO-GLS (887-6457).



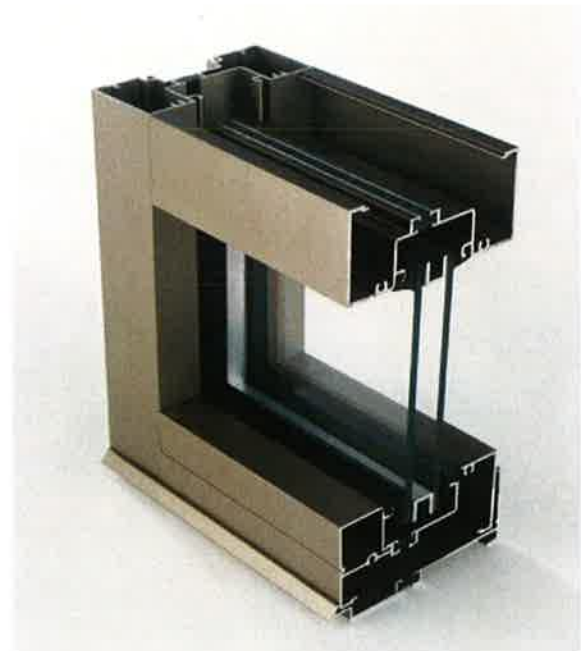
14.01 14000 Series Flush Glaze Description



Description

Tubelite T14000 Series Framing is a 2" x 4 1/2" deep flush glazed storefront system for use on first floor applications. This dry glazed internally drained framing can be glazed with 1" insulated glass or panels positioned in the center of the frame. Glass pocket reducers can be used to glaze infill thicknesses of 1/4" to 1/2"

A poured and de-bridged thermal break provides industry standard Condensation Resistance and limits thermal conduction. The thermal pocket also employs the Azon Lance for prevention of dry shrink of the polyurethane barrier.



14.02

14000 Series Flush Glaze

Guide Specifications

General

Description

Furnish all necessary materials, labor and equipment for the complete installation of aluminum framing as shown on the drawings and specified herein.

Fixed window framing shall be 14000 Series Flush Glaze (2" x 4 1/2") as manufactured by Tubelite Inc., Walker, Michigan. Whenever substitute products are to be considered, supporting technical literature, samples drawings and performance data must be submitted ten (10) days prior to bid in order to make a valid comparison of the products involved.

Test reports certified by an independent laboratory must be made available upon request.

Performance Requirements

Air infiltration shall not exceed .06 CFM/Ft² when tested in accordance with ASTM E-283 at a test pressure of 6.24 PSF.

There shall be no uncontrolled water entry when tested in accordance with ASTM E-331 "Water Penetration of Exterior Windows, Curtainwalls and Doors by Uniform Static Air Pressure Difference" at a test pressure of 15 PSF.

There shall be no uncontrolled water entry when tested in accordance with AAMA 501.1-94 at a dynamic pressure equivalent of 15 PSF.

Structural performance per ASTM E330 shall be based on a maximum allowable deflection of L/175 of the span or 3/4" maximum. The system shall perform to those criteria under a wind load of (architect specify) _____ PSF.

There shall be no buckling, stress on glass, edge seal failure, excess stress on curtainwall structure, anchors and fasteners or reduction in performance when tested in accordance with AAMA 501.5-98 at a temperature range of 0° to 180° F.

There shall be no "Life/Safety" type failures (glass breakage, anchor failures, or structural damage) when tested in accordance with AAMA 501.4, seismic test (lateral cycling.)

Thermal transmittance due to conduction (U_c) shall be 0.40 - poured & debridged (see AAMA 507-12 test report B6911.03-116-45) BTU/Hr/Ft²/F degrees. Condensation Resistance Factor (CRF) shall not be less than 54 - poured & debridged only (or 53 - slotted only) when tested in accordance with AAMA 1503-98.

The system shall have a Sound Transmission

Class (STC) rating of 32 and an Outdoor-Indoor Transmission Class (OITC) rating of 26 when tested in accordance with ASTM E90-97, ASTM E413-87 (reapproved 1994) and ASTM E1332-90.

Products

Materials

Extrusions shall be of aluminum alloy 6063-T5 extruded within commercial tolerance and free from defects impairing strength and/or durability. Main framing sections to be of .075 inch minimum wall thickness and glazing stop moldings of .060 inch thickness.

Screws, bolts and all other accessories to be compatible with the aluminum under normal service conditions.

Glazing shall be by means of an exterior and interior roll-in wedge of high quality extruded elastomeric material.

Optional: Thermal barrier shall be a two part chemically curing, unfilled polyurethane casting resin poured in place for perimeter members. Intermediate vertical members shall be slotted for efficient thermal performance.

Finish

All exposed framing surfaces shall be free of scratches and other serious blemishes.

Finish to be: (architect select)

Etched and clear anodized

(AAM12C22A31)

Clear - Class 2 (C2)

(AAM12C22A41)

Clear - Class 1 (C1)

Electrolytically deposited color

(AAM12C22A44) Class 1

Champagne (CH)

Medium Bronze (MB)

Dark Bronze (DB)

Extra Dark Bronze (EB)

Black (BL)

Fluoropolymer (70%) painted color _____.

Execution

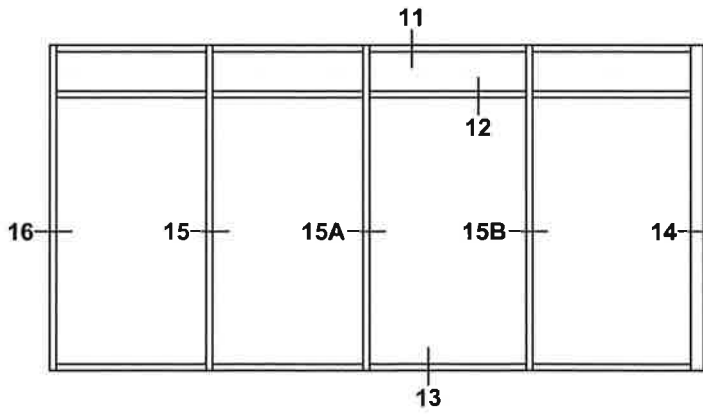
Installation

Shall be in accordance with the manufacturer's installation instructions and the approved shop drawings.

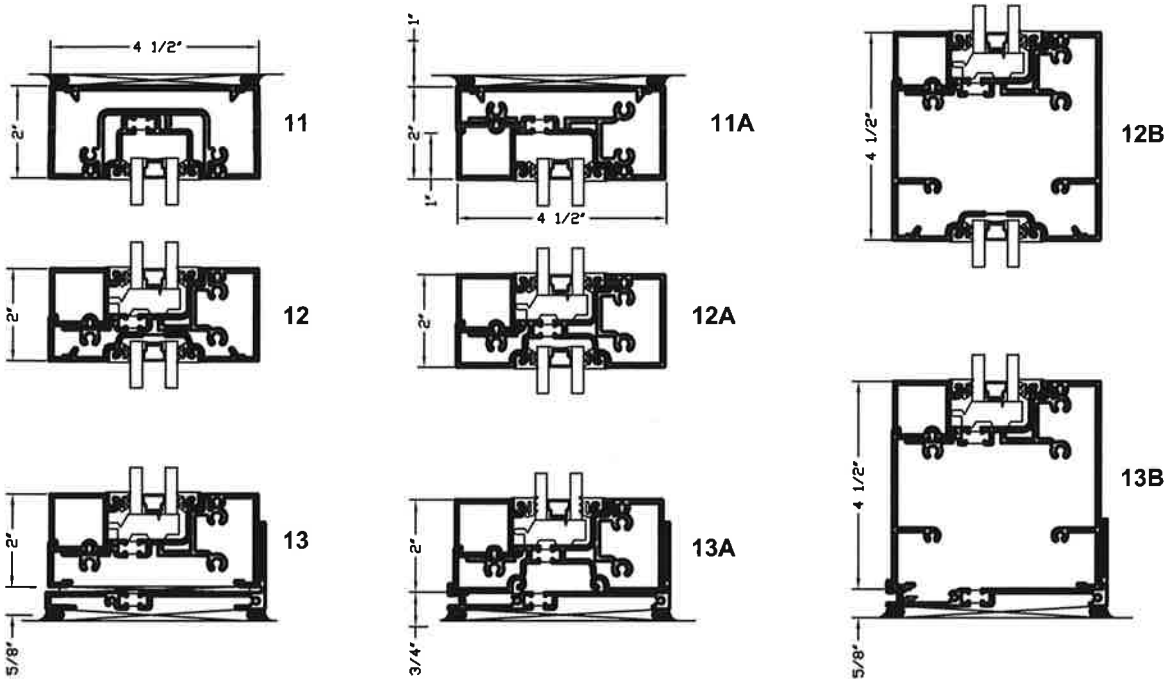
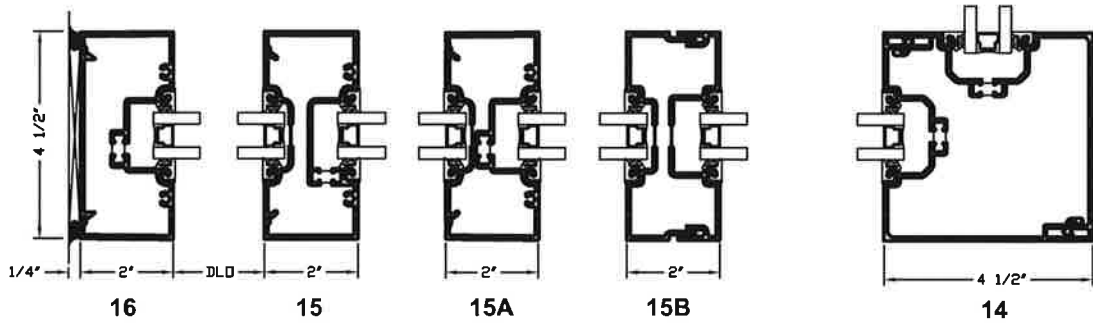
Note:

In keeping with Tubelite's policy of continuing product improvements, all specifications are subject to change without written notice by the manufacturer.

14.05 T14000 Series Flush Glaze Elevation & 1/4 Size Details



CAD DETAIL FILE NO.
180ELEV.B



*SEALANT, ROD, & ANCHORS NOT BY TUBELITE

14.38A

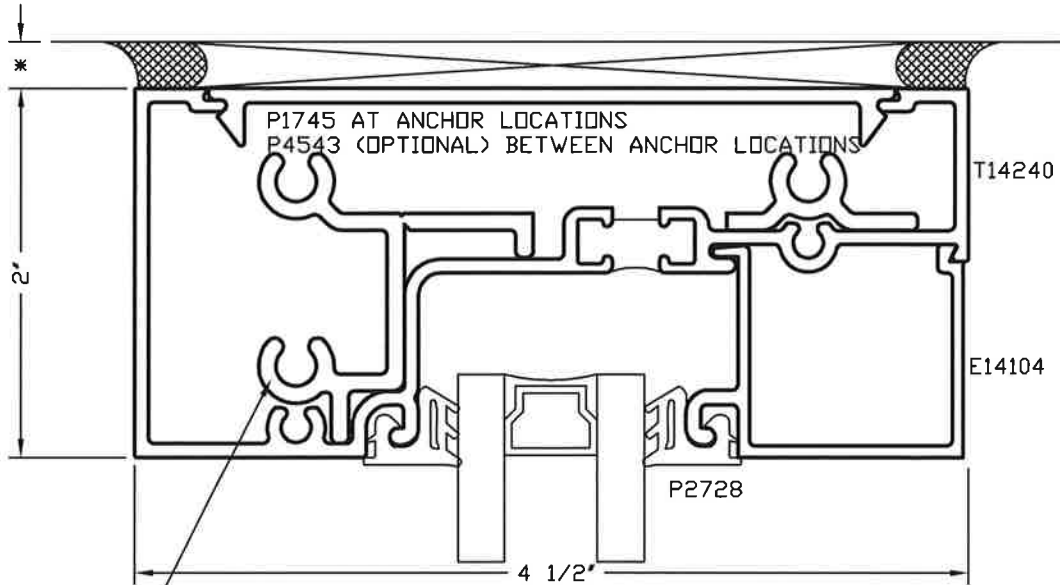
T14000 Series Flush Glaze

Inside Glazed Head and Intermediate Vertical

* 1/2" WHEN USING E-14259 FLASHING

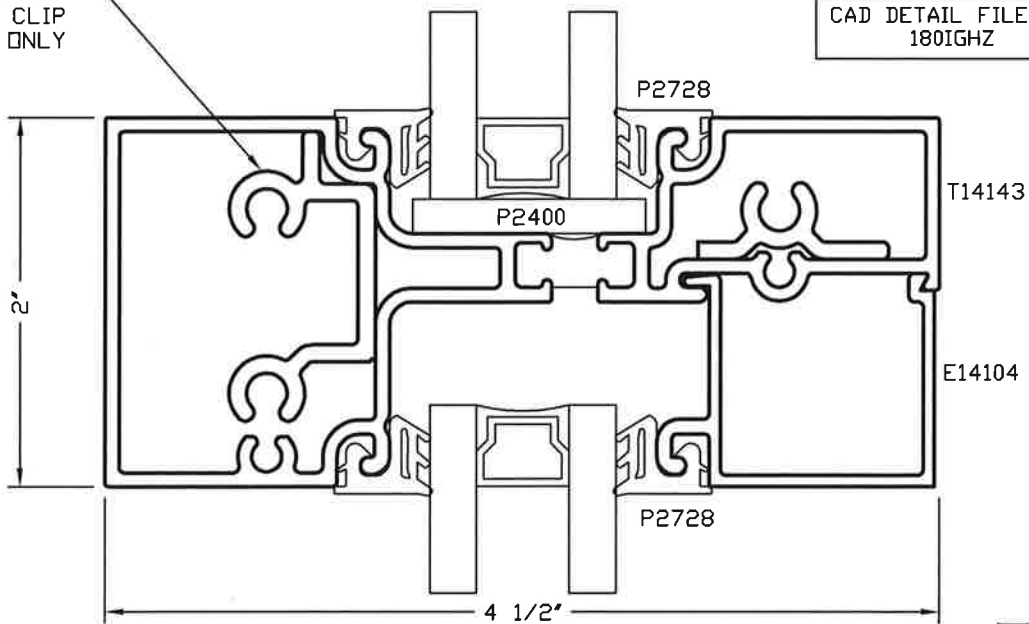
* 1/4" WHEN USING E-45159 FLASHING

CAD DETAIL FILE NO.
180IGHD



P1134
MODIFIED
S009 (3)
S191 (2)
REQUIRED AT CLIP
JOINT ONLY

CAD DETAIL FILE NO.
180IGHZ



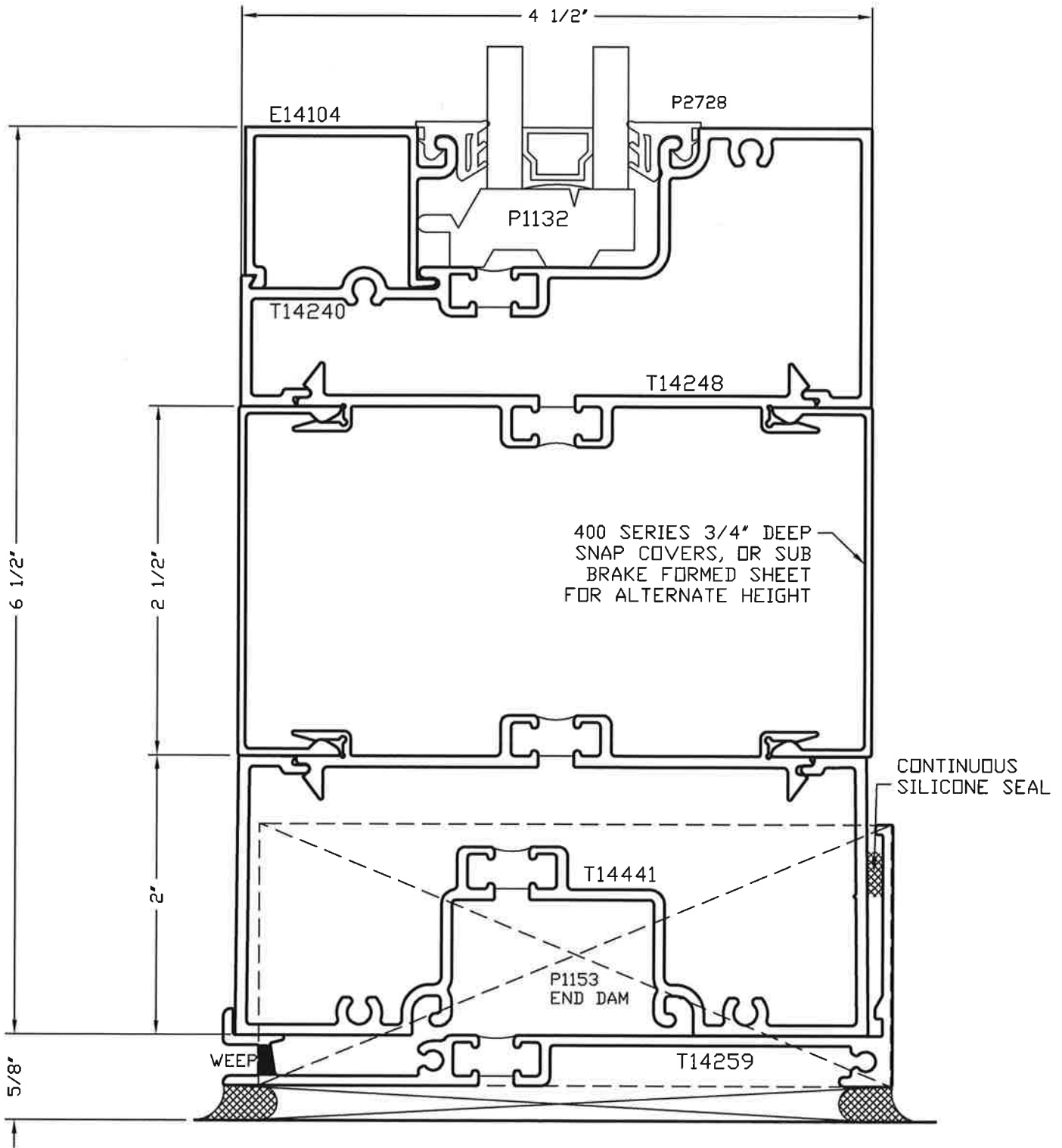
*SEALANT, ROD, & ANCHORS NOT BY TUBELITE

14.43a

T14000 Series Flush Glaze

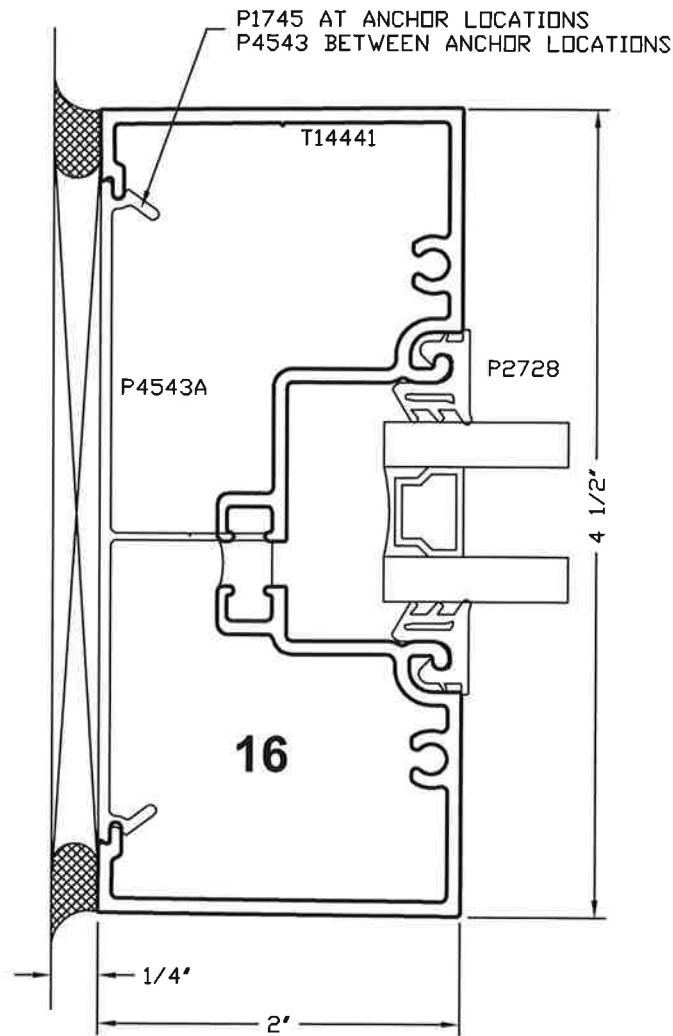
Sill with Sidelight Base Adapter

CAD DETAIL FILE NO.
180SILL12



14.44 T14000 Series Flush Glaze Jamb

CAD DETAIL FILE NO.
180JAMB3

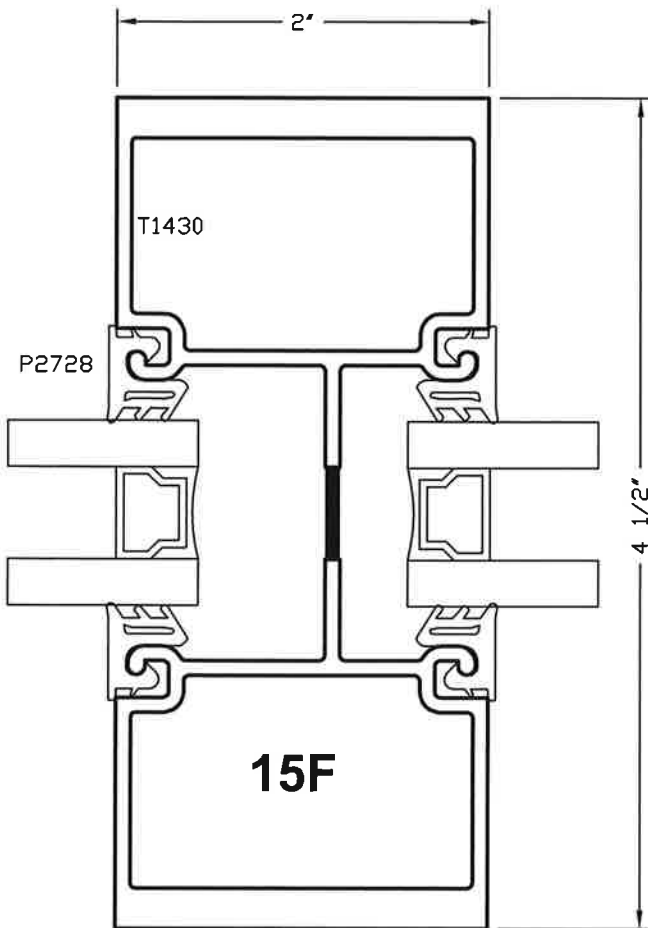


14.46

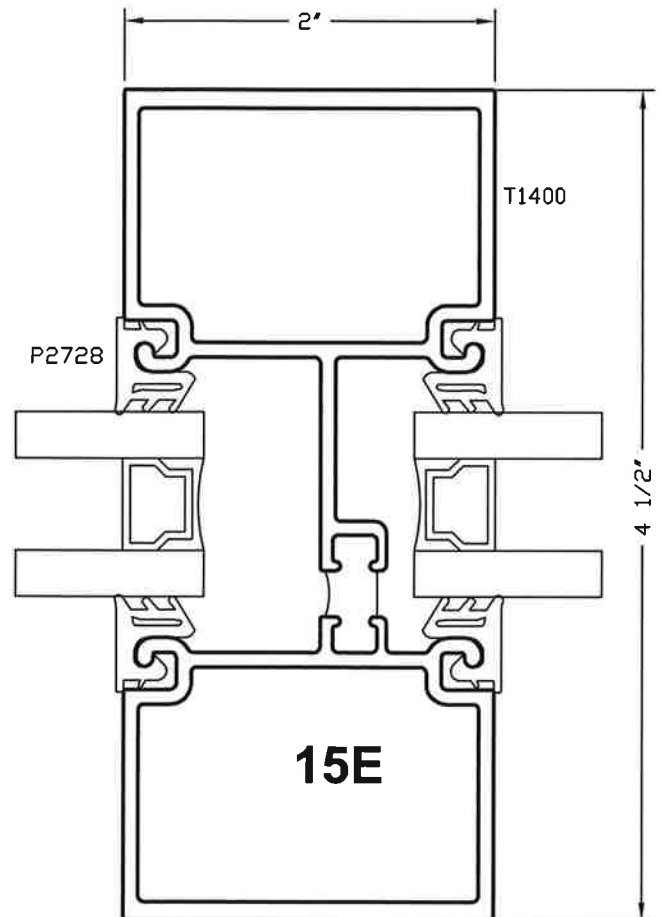
T14000 Series Flush Glaze

Intermediate Verticals For Clip Joinery

CAD DETAIL FILE NO.
180HVRT2



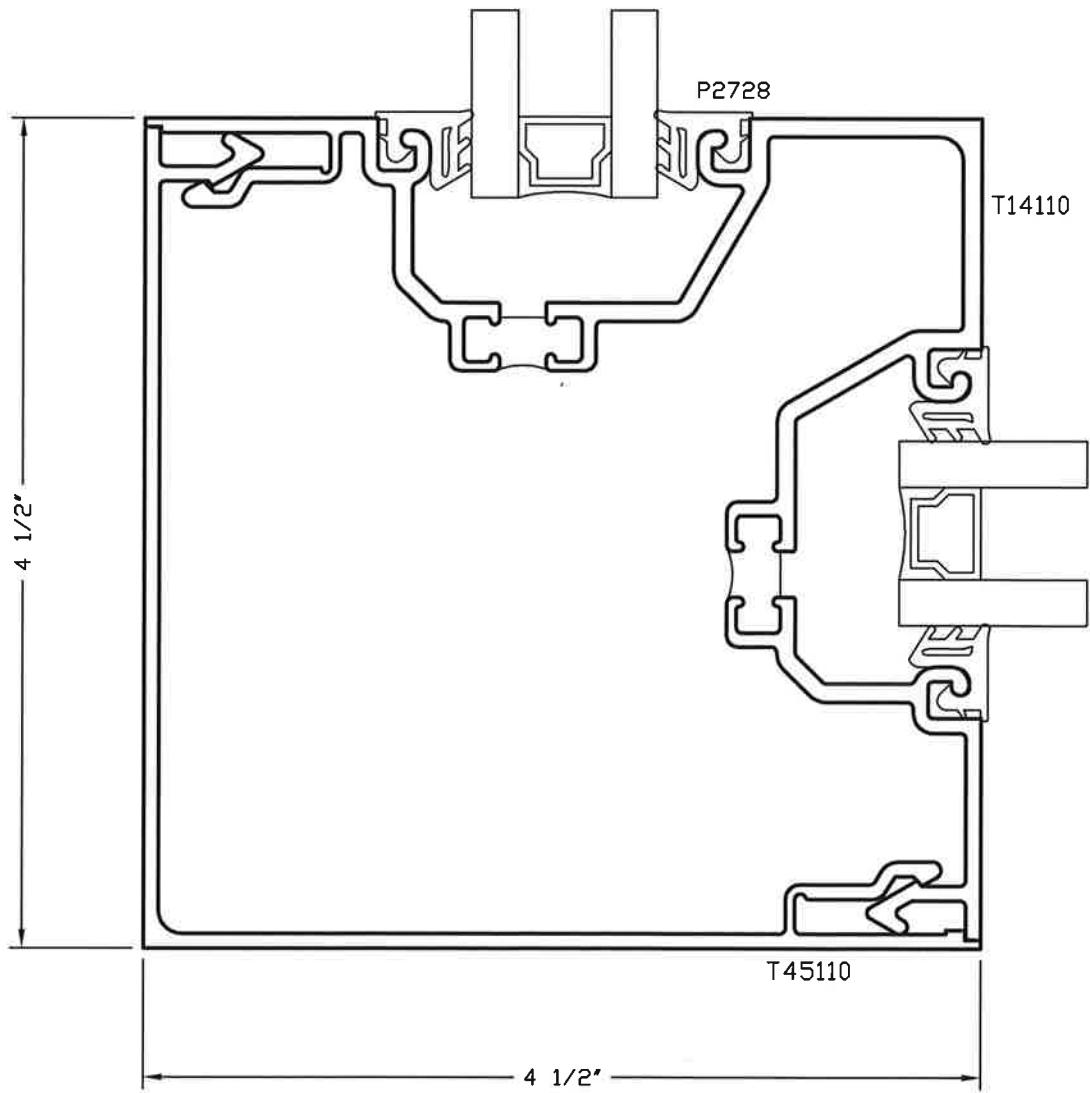
CAD DETAIL FILE NO.
180VERT2



T14000 Series Flush Glaze

4 1/2" x 4 1/2" Alternate 90° Corner

CAD DETAIL FILE NO.
180CDRN6





MEMORANDUM

TO: CITY COMMISSION

**FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR
TIA BRASETH, COMMUNITY DEVELOPMENT COORDINATOR**

DATE: AUGUST 23, 2018

RE: 2017 CONSOLIDATED ANNUAL PERFORMANCE & EVALUATION REPORT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR FARGO'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) & HOME PROGRAMS

This memo highlights progress that has been made in the implementation of Fargo's Consolidated Plan for Housing and Community Development. HUD requires the City to complete a Consolidated Annual Performance & Evaluation Report (CAPER) for Fargo's Community Development Block Grant (CDBG) & HOME programs. The City's 2017 report covers the time period of May 1, 2017 to April 30, 2018. For this period, the City received a CDBG award of \$637,010, a decrease of \$41,219 from last year, and a HOME award of \$336,586, a decrease of \$19,736 from last year. A total of \$160,294.80 in program income revenue was received during this reporting period: \$149,515.70 from the City's HOME Participating Jurisdiction (PJ) program; \$3,244.50 from the HOME Department of Community Services (DCS) program; and \$7,534.60 from CDBG activities. Expenditures totaled \$904,572.

Fargo's Consolidated Plan for CDBG & HOME programs outlines policy goals that are the focus of Fargo's CDBG & HOME activities; 2017 goals and expenditures are listed in the following table. Efforts focused on affordability, with specific attention to affordable homeownership opportunities and owner-occupied home rehabilitation. Nearly all of the projects identified in the 2017 Action Plan are complete or well underway.

	CDBG Funds Spent in 2017	<i>% of CDBG spent</i>	HOME Funds Spent in 2017	<i>% of HOME spent</i>	TOTAL Spent	<i>% of Total spent</i>
1. Affordable Housing	\$98,068	19%	\$374,134	95%	\$472,202	52%
2. Homelessness	\$70,083	14%	\$0	0%	\$70,083	8%
3. Neighborhoods	\$171,574	34%	\$0	0%	\$171,574	19%
4. Poverty Reduction	\$50,147	10%	\$0	0%	\$50,147	6%
5. Admin/Fair Housing	\$120,720	23%	\$19,846	5%	\$140,566	15%
Total	\$510,592		\$393,980		\$904,572	

All of the activities undertaken by the City of Fargo in program year 2017 met one of the three HUD National Objectives. CDBG activities that provided benefit to low and moderate income households and/or areas constituted 71.76% of all CDBG expenditures and elimination of slum and blight represented the remainder of expenditures. All of non-admin HOME fund expenditures provided benefit to low-income households (80% area median income and below).

The City of Fargo has complied with the grant management requirements associated with the CDBG and HOME programs in 2017 (i.e., timeliness, match contribution, and Community Housing Development Organization reserve) and as of the submission date, all projects are progressing according to schedule.

A notice was published in The Forum on August 6, 2018 and the CAPER was available for public comment at the Fargo Planning Department, 2nd Floor at City Hall and on the City of Fargo website. The public comment period to review the City of Fargo's CAPER was from August 7, 2018 to August 21, 2018. No comments were received.

The full report is online at www.fargond.gov/planninganddevelopment/plansandstudies. Upon approval by the City Commission, the report will be submitted to HUD for final review and approval, as per Federal grant management requirements.

Recommended Action. Receive, file, and submit the 2017 Consolidated Annual Performance & Evaluation Report to the U.S. Department of Housing and Urban Development.

CITY OF Fargo Fire Department

20

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: FIRE CHIEF STEVE DIRKSEN

DATE: AUGUST 22, 2018

SUBJECT: AGREEMENT FOR THE JOINT OPERATION OF THE RED RIVER VALLEY UNMANNED AIRCRAFT SYSTEMS TEAM

Approximately one year ago, the Fire Department received a drone. Knowing that there would be other public safety uses for the drone the department reached out to other public safety agencies to determine interest in forming a multidisciplinary team. There was interest by all agencies to participate in the team. An agreement for joint operation and a training program were developed.

RECOMMENDED MOTION: Approve the participation of the Fargo Fire and Police Departments in the Red River Valley Unmanned Aircraft Systems team.

SD/LS
Enclosure

AGREEMENT FOR THE JOINT OPERATION OF RED RIVER VALLEY UNMANNED AIRCRAFT SYSTEMS TEAM

This Agreement for the Joint Operation of Unmanned Aircraft Systems is made and entered into by and between the Fargo, ND Fire Department, the Fargo, ND Police Department, the Cass County, ND Sheriff's Office, the West Fargo ND Fire Department, and the West Fargo, ND Police Department.

Purpose. The purpose of this Agreement is to establish a framework that allows for the joint operation of unmanned aerial systems by the aforementioned agencies. By combining resources of said agencies, the parties would benefit by reducing and/or eliminating duplication of equipment and staff time. The goal of this Agreement is to reduce the financial burden to the respective government's taxpayers through the sharing of equipment and resources, as well as improve emergency services.

The entity created hereunder shall be known as the Red River Unmanned Aerial Systems, referred to herein as "RRUAS".

Witnesseth

Whereas, the above-described parties wish to enter into this Agreement regarding the Joint Operation of and Unmanned Aerial System; and

Whereas, the parties to this Agreement believe and state that the formation of this Agreement is in the best interests of their respective governmental units to confront threats to public health and safety, including criminal activity and natural or manmade emergencies of disasters; and

Whereas, the parties to this Agreement individually do not possess all of the necessary resources to cope with every possible incident, crime, emergency or disaster by itself, and an effective, efficient response can best be achieved by the Joint Operation of Unmanned Aerial Systems duties between the parties to this Agreement; and

Whereas, the parties to this Agreement have determined it is in the best interest of all parties to this Agreement to jointly establish unmanned aerial systems duties and to share or lend resources necessary to assist each party's agency; and

Whereas, this Agreement contains the terms, financial and otherwise, as regards to said joint operation of unmanned aerial system.

Now, therefore, in consideration of the mutual promises and Agreements contained herein, the parties do hereby agree as follows:

Article I: Definitions

Agency: means a fire or law enforcement agency from the state of North Dakota.

Agreement: means this Agreement for the Joint Operation of Unmanned Aerial System, which sets forth the services provided as well as the terms, and conditions under which the services are provided, and includes exhibits, addendums and any renewals or attachments.

Authorized Representative: The chief fire and law enforcement officer, or designee of a participating agency to this Agreement, who has authorization to request or provide assistance under the terms of this Agreement.

Assisting Agency: An agency participating in this Agreement that provides staffing, equipment, facilities and resources to a participating agency from another jurisdiction that has requested assistance under the terms of this Agreement.

Emergency: Any incident(s), human-caused or natural, that requires responsive action to save lives; protect property and public health and safety; or to lessen or avert the threat to public safety and which is beyond the capacity of an individual agency to effectively control.

Incident Commander: The official, or designee, of a participating agency responsible for overseeing a request for assistance under this Agreement.

Requesting Agency: An agency participating in this Agreement that has requested assistance from another agency participating in this Agreement.

Article II: Request and Assistance

- A. Each party agrees that in the event of a request for assistance from a requesting agency, the assisting agency will furnish available personnel, equipment, facilities, or services, provided that the assistance will not unreasonably diminish the assisting agency's capacity to provide public safety services within its jurisdiction.
- B. In order to request assistance under this Agreement, the authorized representative from the requesting agency shall contact the authorized representative of the assisting agency by voice communication system, in writing, or through a message relay provided by an emergency dispatch center. Any request for assistance must include a statement of the amount and type of equipment and personnel requested, and shall specify the location where the equipment and personnel are dispatched. The assisting agency may request information from the requesting agency necessary to confirm the nature of the request and to assess the types and amounts of assistance it is able to provide to the requesting agency. In the event a request for assistance is made under this Agreement, communications must be established between the requesting and assisting agencies, when possible, by a locally established communications plan, by utilization of the statewide frequency management interoperability plan or other shared communication system.
- C. All personnel from assisting agencies shall report to, and shall work under the direction of the designated incident commander or unified command structure. Personnel from the participating agencies identified in this agreement shall not assume incident command for any requesting agency with the exception of that person's own specific agency. Personnel from participating agencies identified in this agreement may provide recommendations to incident command when appropriate and requested to meet mission goals and objectives. Tactical teams (e.g., UAS, bomb disposal, hazardous material, canine teams, special weapons, technical rescue and tactics units), once authorized to undertake assignments, shall operate under the direction of their division, group, task force or strike team supervisor or leader. The assisting agency may withdraw its personnel and equipment

when it is deemed to be in the best interest of the assisting agency and following notice provided to the requesting agency of the intended action as noted in Article II subsection E below.

- D. Any public safety officer acting under this Agreement must be licensed or certified as determined by their agency or certifying authority.
- E. Assisting agency personnel and equipment shall be released by the requesting agency when the resources of the assisting agency are no longer needed. The assisting agency may also withdraw its personnel and equipment when it is deemed to be in the best interest of the assisting agency and following notice provided to the requesting agency of the intended action. The assisting agency may withdraw resources if it determines response conditions are beyond acceptable risk. There will be no liability for withdrawal placed on or transferred to the assisting agency.
- F. The requesting agencies agree to reimburse assisting agencies for the actual costs of personnel, equipment, facilities, and related resources used during the period of assistance unless mutually accepted costs associated with these resources have been pre-identified in addendum to this Agreement. The assisting agency(ies) may waive all or any part of the payment for costs at its (their) sole discretion depending on the reasonable value of the resources committed and the length of the deployment. Funding sources associated with this Agreement may include any or all combinations of federal, state, local and private funding. The participating agencies understand federal reimbursement is contingent upon policy and practice and availability. If participating agencies routinely waive response costs, the costs normally acceptable for federal reimbursement may be ineligible. All reimbursement requires proper documentation, accountings, inventories, receipts, and other evidence of expenses provided by the assisting agency.
- G. Workers' Compensation and Liability
 - 1) Workers' Compensation Coverage: Each participating agency shall be responsible for its own actions and those of its employees and is responsible for complying with the rules established within the State of residence of the participating agency.
 - 2) Automobile Liability Coverage: Each participating agency is responsible for its own actions and is responsible for complying with the motor vehicle financial responsibility laws of the State of the participating agency. Each participating agency agrees to obtain automobile liability coverage with at least a \$100,000.00 per person and \$300,000.00 per occurrence limit and coverage extended to owned, non-owned, and hired vehicles. It is understood that the participating agency may include in the emergency response volunteer agencies or individuals that have motor vehicles titled in the name of the volunteer agency or individual. It is the responsibility of participating agency to determine if the volunteer agency or individual has automobile liability coverage as outlined in this section.
 - 3) General Liability, Public Officials Liability, and Law Enforcement Liability:
 - (a) Each participating agency is responsible for its own acts and agrees to assume its own liability for those acts and consequences. The liability of any participating North Dakota state agency is governed by N.D.C.C. ch. 32-12.2, and the liability of any North Dakota political subdivision's participating public safety agency is governed by N.D.C.C. ch. 32-12.1. public safety
 - (b) Under no circumstances shall any participating agency be required to pay in excess of its statutory liability limits under North Dakota law.
 - (c) Liability. The limits of liability for some or all of the parties may not be added

together to determine the maximum amount of liability for each party.

- 4) The execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.
- H. Each participating agency shall develop and update on a regular basis a plan providing for the effective mobilization of its officers, resources and facilities.
- I. The participating agencies agree to meet on a regular basis to develop, review and modify as necessary all interagency assistance plans and the provisions of this Agreement.

In order to maintain the efficient implementation of this Agreement, the chief authorized representatives of participating agencies, shall designate authorized representatives to a Joint Board of Authority oversight committee. Each agency shall:

- 1) Appoint one member to the Joint Board of Authority.
- 2) Provide information upon request to participating agencies concerning available staffing per shift, equipment, facilities and specialized units.
- 3) Negotiate modifications to or renewal of the Agreement.
- 4) Develop of an annual budget that will be presented to the chief authorized representatives of the participating agencies.

Article III: Other terms

- A. **EFFECTIVE DATE AND DURATION OF AGREEMENT:** Nothing within this Agreement shall prevent any participating agencies from entering into similar Agreements with any other public safety agency.
- B. **MERGER:** This Agreement constitutes the entire Agreement between the participating agencies. No waiver, consent, modification, or change of terms of this Agreement shall bind the participating agencies unless in writing and signed by the parties. Any waiver, consent, modification or change, if made, shall be effective only for the specific purposes given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The parties, by their signatures below of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.
- C. **SEVERABILITY** The participating agencies agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not

be affected, and the rights and obligation of the participating agencies shall be construed and enforced as if the Agreement did not contain the particular term or provision.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

CITY OF FARGO

Steven J. Dirksen, Fire Chief

David Todd, Police Chief

This Agreement has been approved by the Fargo City Commission, this date September 10, 2018.

Timothy Mahoney, Mayor

Attest:

Bruce Grubb, City Administrator

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

CITY OF WEST FARGO

Daniel Fuller, Fire Chief

Heith Janke, Police Chief

This Agreement has been approved by the West Fargo City Commission, this date September 10, 2018.

Bernie Dardis, Commission Chair

Attest:

Tina Fisk, City Administrator

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

CASS COUNTY

Paul Laney, Sherriff

This Agreement has been approved by the Cass County Commission, this date September 10, 2018.

Rick Steen, Chair, Cass County Commission

Attest:

Mike Montplaisir, County Auditor

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

21

Project No. FP-17-A1

Type: Change Order #2

Location: SW ¼ of I94/I29 Interchange

Date of Hearing: 8/20/2018

<u>Routing</u>	<u>Date</u>
City Commission	<u>8/27/2018</u>
PWPEC File	<u>X</u>
Project File	<u>Roger Kluck</u>

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, for Change Order #2 in the amount of \$33,493.10, bringing the total contract amount to \$306,344.60. This work is to rectify grading along the easement and within the pond.

Staff is recommending approval of Change Order #2.

On a motion by Kent Costin, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #2.

RECOMMENDED MOTION

Approve Change Order #2 in the amount of \$33,493.10 to Gladen Construction, Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Infrastructure Funds (TIFF)

Developer meets City policy for payment of delinquent specials
 Agreement for payment of specials required of developer
 Letter of Credit required (per policy approved 5-28-13)


Yes	No
<u>N/A</u>	<u> </u>
<u>N/A</u>	<u> </u>
<u>N/A</u>	<u> </u>

COMMITTEE

- Tim Mahoney, Mayor
- Nicole Crutchfield, Director of Planning
- Steve Dirksen, Fire Chief
- Bruce Grubb, City Administrator
- Ben Dow, Director of Operations
- Steve Sprague, City Auditor
- Brenda Derrig, City Engineer
- Kent Costin, Finance Director

	Present	Yes	No	Unanimous
				<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: PWPEC
REK, PE, CFM
From: Roger Kluck, Civil Engineer II, Storm Water
C: Jody Bertrand, Brenda Derrig, Tom Knakmuhs
Date: 08/14/18
Re: Project #FP-17-A1 Regional Detention Pond & Storm Water Collection System Change Order #2

Background:

Project FP-17-A1 bids were opened on October 18, 2017 and the project awarded by the City Commission on October 23, 2017. Construction began on November 30, 2017.

During final grading of the storm sewer easement area it was found that drainage from the existing apartments and rental properties to the east of this site was being affected. City surveyors performed an as-built survey of the project easement area as well as on the adjoining properties. This data was given to the architect who designed the new Matrix apartment site, which included the storm sewer easement area for evaluation. The architect determined that changes needed to be made to the grading within the storm sewer easement area to permit proper drainage of all surrounding properties. New grades were provided to the City and Gladden Construction was directed to provide costs to correct the drainage. The cost submitted by Gladden Construction was \$33,493.10. This change order information is attached.

The requested costs for the work is reasonable.

Recommended Motion

To approve the requested change order #2 for \$33,493.10.

REK/klo



**CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT**

Project No FP-17-A1 **Change Order No** 2
Project Name Regional Detention Pond & Storm Water Collection System
Date Entered 8/13/2018 **For** Gladen Construction Inc.

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

EXPLANATION OF CHANGE:

Re-grade easement to allow improved drainage of adjoining properties and repair slope erosion on pond

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Miscellaneous	30	Topsoil - Spread	LS	0.00	0.00	0.00	1.00	1.00	5,082.00	5,082.00
	31	Site Grading	SY	0.00	0.00	0.00	3,080.00	3,080.00	2.10	6,468.00
	32	Rem & Repl Casting - Inlet	EA	0.00	0.00	0.00	1.00	1.00	970.00	970.00
	35	Topsoil - Haul	CY	0.00	0.00	0.00	1,344.00	1,344.00	3.45	4,636.80
	36	Fill - Haul	CY	0.00	0.00	0.00	2,232.00	2,232.00	3.45	7,700.40
								Miscellaneous Sub Total (\$)		24,857.20
Erosion & Sediment Control	33	Seeding Type B	SY	0.00	0.00	0.00	3,080.00	3,080.00	1.00	3,080.00
	34	Mulching Type 1 - Hydro	SY	0.00	0.00	0.00	3,080.00	3,080.00	0.50	1,540.00
	37	F&I Erosion Control Blanket Type 2	SY	0.00	0.00	0.00	1,299.00	1,299.00	2.10	2,727.90
	38	Sediment Control Log 6" to 8" Dia	LF	0.00	0.00	0.00	368.00	368.00	3.50	1,288.00
								Erosion & Sediment Control Sub Total (\$)		8,635.90

Summary

Source Of Funding General Infrastructure Funds - 401

Net Amount Change Order # 2 (\$)

Previous Change Orders (\$) 33,493.10

Original Contract Amount (\$) 1,012.50

Total Contract Amount (\$) 271,839.00

306,344.60



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
07/01/2018		0.00	0.00	07/01/2018	

Description

APPROVED

For Contractor

Title

Mark Forster
Contractor

APPROVED DATE

Department Head *[Signature]* 8/21/18
Mayor

Attest



200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

221

August 22, 2018

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. HD-18-A1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, August 22, 2018, for Demolition, Site Restoration & Incidentals, Project No. HD-18-A1, located at Roberts 2nd, Belmont Park, Copperfield, and Chrisan 1st Additions.

The bids were as follows:

Dirt Dynamics, LLC.	\$360,948.00
Excavating, Inc.	\$399,675.03
Landwehr Construction, Inc.	\$449,941.01
Asplin Excavating, Inc.	\$456,913.28
Industrial Builders, Inc.	\$487,696.50
Schmidt & Sons Construction, Inc.	\$559,503.60
Engineer's Estimate	\$500,860.00

The special assessment escrow is not required.

This office recommends award of the contract to Dirt Dynamics, LLC. in the amount of \$360,948.00 as the lowest and best bid.

Sincerely,

Tom Knakmuhs
Division Engineer

TAK/klb

ENGINEER'S STATEMENT OF ESTIMATED COST**PROJECT # HD-18-A1****Demolition, Site Restoration & Incidentals**

Roberts 2nd, Belmont Park, Copperfield, and Chrisan 1st Additions.

WHEREAS, bids have been opened and filed for the above described Project for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Division Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Demolition, Site Restoration & Incidentals Project # HD-18-A1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Erosion & Sediment Control				
1 Stormwater Management	LS	1.00	1,500.00	1,500.00
Erosion & Sediment Control Total				1,500.00
Site #1 - #1112 7th Ave N				
2 Mobilization	LS	1.00	1,800.00	1,800.00
3 Traffic Control - Type 1	LS	1.00	1,120.00	1,120.00
4 Remove Pavement All Thicknesses All Types	SY	295.00	15.00	4,425.00
5 Eliminate Water Service	EA	1.00	4,000.00	4,000.00
6 Eliminate Sewer Service	EA	1.00	1,200.00	1,200.00
7 Remove Landscaping	LS	1.00	400.00	400.00
8 Demolition	EA	1.00	7,500.00	7,500.00
9 Remove Foundation All Types	EA	1.00	4,000.00	4,000.00
10 Site Access Protection	LS	1.00	350.00	350.00
11 Fill - Contractor Supply	CY	175.00	7.00	1,225.00
12 Rem & Repl Curb & Gutter	LF	21.00	70.00	1,470.00
13 F&I Pavement 8" Thick Reinf Conc	SY	40.00	80.00	3,200.00
14 F&I Sidewalk 4" Thick Reinf Conc	SY	10.00	55.00	550.00
15 Site Grading	LS	1.00	500.00	500.00
16 Topsoil - Import	CY	65.00	8.00	520.00
17 Mulching Type 1 - Hydro	SY	1,000.00	1.29	1,290.00
18 Seeding Type B	SY	1,000.00	1.29	1,290.00
19 Inlet Protection - Existing Inlet	EA	12.00	170.00	2,040.00
Site #1 - #1112 7th Ave N Total				36,880.00
Site #2 - #1525 South River Road				
20 Mobilization	LS	1.00	1,700.00	1,700.00
21 Traffic Control - Type 1	LS	1.00	1,120.00	1,120.00
22 Remove Pavement All Thicknesses All Types	SY	318.00	8.00	2,544.00
23 Eliminate Water Service	EA	1.00	4,000.00	4,000.00
24 Eliminate Sewer Service	EA	1.00	1,200.00	1,200.00
25 Remove Landscaping	LS	1.00	500.00	500.00
26 Demolition	EA	1.00	7,500.00	7,500.00
27 Remove Foundation All Types	EA	1.00	6,000.00	6,000.00
28 Site Access Protection	LS	1.00	350.00	350.00
29 Fill - Contractor Supply	CY	550.00	7.00	3,850.00
30 Rem & Repl Curb & Gutter	LF	60.00	50.00	3,000.00
31 F&I Pavement 8" Thick Reinf Conc	SY	147.00	80.00	11,760.00
32 Site Grading	LS	1.00	600.00	600.00
33 Topsoil - Import	CY	200.00	8.00	1,600.00
34 Mulching Type 1 - Hydro	SY	1,800.00	0.78	1,404.00
35 Seeding Type B	SY	1,800.00	0.78	1,404.00
36 Inlet Protection - Existing Inlet	EA	9.00	170.00	1,530.00

ENGINEER'S STATEMENT OF ESTIMATED COST**PROJECT # HD-18-A1****Demolition, Site Restoration & Incidentals**

37 F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	50.00	55.00	2,750.00
38 Connect Sewer Service Option C	EA	1.00	700.00	700.00
39 F&I Pipe w/GB 1" Dia Copper	LF	40.00	47.00	1,880.00
40 F&I CS & Box 1" Dia	EA	1.00	700.00	700.00
41 Connect Water Service	EA	1.00	1,200.00	1,200.00
42 Rem & Repl Casting - Floating Manhole	EA	1.00	925.00	925.00
Site #2 - #1525 South River Road Total				58,217.00
Site #3 - Copperfield Court				
43 Mobilization	LS	1.00	1,700.00	1,700.00
44 Traffic Control - Type 1	LS	1.00	1,120.00	1,120.00
45 Remove Pavement All Thicknesses All Types	SY	1,120.00	8.00	8,960.00
46 Eliminate Water Service	EA	3.00	4,000.00	12,000.00
47 Eliminate Sewer Service	EA	3.00	1,200.00	3,600.00
48 Remove Landscaping	LS	3.00	400.00	1,200.00
49 Demolition	EA	3.00	9,800.00	29,400.00
50 Remove Foundation All Types	EA	3.00	7,500.00	22,500.00
51 Excavation	CY	750.00	5.00	3,750.00
52 Site Access Protection	LS	3.00	350.00	1,050.00
53 Fill - Contractor Supply	CY	2,900.00	7.00	20,300.00
54 Rem & Repl Curb & Gutter	LF	90.00	50.00	4,500.00
55 F&I Sidewalk 4" Thick Reinf Conc	SY	78.00	55.00	4,290.00
56 F&I Pavement Mix Base Course Asph	TON	90.00	148.00	13,320.00
57 F&I Pavement Mix Wear Course Asph	TON	35.00	148.00	5,180.00
58 Site Grading	LS	3.00	450.00	1,350.00
59 Topsoil - Import	CY	400.00	8.00	3,200.00
60 Mulching Type 1 - Hydro	SY	4,800.00	0.67	3,216.00
61 Seeding Type B	SY	4,800.00	0.67	3,216.00
62 Inlet Protection - Existing Inlet	EA	4.00	170.00	680.00
Site #3 - Copperfield Court Total				144,532.00
Site #4 - South University Drive				
63 Mobilization	LS	1.00	1,700.00	1,700.00
64 Traffic Control - Type 1	LS	1.00	1,120.00	1,120.00
65 Remove Pavement All Thicknesses All Types	SY	702.00	8.00	5,616.00
66 Remove Pipe All Sizes All Types	LF	54.00	8.00	432.00
67 Eliminate Water Service	EA	2.00	4,000.00	8,000.00
68 Eliminate Sewer Service	EA	2.00	1,200.00	2,400.00
69 Remove Landscaping	LS	2.00	500.00	1,000.00
70 Demolition	EA	2.00	9,000.00	18,000.00
71 Remove Foundation All Types	EA	2.00	4,500.00	9,000.00
72 Site Access Protection	LS	2.00	350.00	700.00
73 Fill - Contractor Supply	CY	685.00	7.00	4,795.00
74 Abandon Manhole	EA	3.00	1,300.00	3,900.00
75 Plug Pipe 6" Dia	EA	1.00	600.00	600.00
76 Site Grading	LS	2.00	500.00	1,000.00
77 Topsoil - Import	CY	260.00	8.00	2,080.00
78 Mulching Type 1 - Hydro	SY	3,500.00	0.67	2,345.00
79 Seeding Type B	SY	3,500.00	0.67	2,345.00
80 Clear & Grub	LS	1.00	1,200.00	1,200.00
Site #4 - South University Drive Total				66,233.00
Site #5 - 4449 Oakcreek Dr S				
81 Mobilization	LS	1.00	1,700.00	1,700.00
82 Traffic Control - Type 1	LS	1.00	1,120.00	1,120.00
83 Remove Pavement All Thicknesses All Types	SY	382.00	8.00	3,056.00

ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # HD-18-A1

Demolition, Site Restoration & Incidentals

84 Eliminate Water Service	EA	1.00	4,000.00	4,000.00
85 Eliminate Sewer Service	EA	1.00	1,200.00	1,200.00
86 Remove Landscaping	LS	1.00	500.00	500.00
87 Demolition	EA	1.00	8,000.00	8,000.00
88 Remove Foundation All Types	EA	1.00	5,000.00	5,000.00
89 Excavation	CY	250.00	5.00	1,250.00
90 Site Access Protection	LS	1.00	350.00	350.00
91 Fill - Contractor Supply	CY	825.00	7.00	5,775.00
92 Rem & Repl Curb & Gutter	LF	34.00	50.00	1,700.00
93 F&I Sidewalk 4" Thick Reinf Conc	SY	26.20	55.00	1,441.00
94 F&I Pavement Mix Base Course Asph	TON	60.00	148.00	8,880.00
95 F&I Pavement Mix Wear Course Asph	TON	18.00	148.00	2,664.00
96 Site Grading	LS	1.00	500.00	500.00
97 Topsoil - Import	CY	275.00	8.00	2,200.00
98 Mulching Type 1 - Hydro	SY	1,500.00	1.19	1,785.00
99 Seeding Type B	SY	1,500.00	1.19	1,785.00
100 Inlet Protection - Existing Inlet	EA	4.00	170.00	680.00
Site # 5 - 4449 Oakcreek Dr S Total				53,586.00
Total Construction in \$				360,948.00
Engineering			6.00 %	21,656.88
Legal & Misc			7.00 %	25,266.36
Contingencies			10.00 %	36,094.80
Interest			4.00 %	14,437.92
Total Estimated Costs				458,403.96
Sales Tax Funds - Flood Control - 460				411,566.36
Utility Funds - Water - 501				46,837.60
Unfunded Costs				0.00

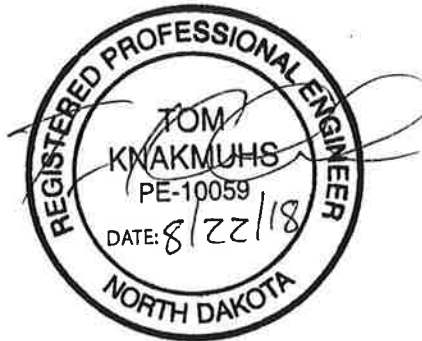
IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 08/22/2018



Tom Knakmuhs

Division Engineer





200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

22-2

August 22, 2018

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. UR-18-A1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, August 22, 2018, for Water Service Lowering and Incidentals, Project No. UR-18-A1, located at various locations throughout the City.

The bids were as follows:

Johnson & Schock Excavating	\$116,004.00
Dirt Dynamics	\$116,051.00
Dakota Underground Company	\$174,070.00
CC Steel LLC	\$189,750.00
Engineer's Estimate	\$178,810.00

The special assessment escrow is not required.

This office recommends award of the contract to Johnson & Schock Excavating in the amount of \$116,004.00 as the lowest and best bid.

Sincerely,

Tom Knakmuhs
Division Engineer

TAK/jmg

ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # UR-18-A1

Water Service Lowering and Incidentals

Lowering of water service lines below the 7.5 foot minimum depth within the City right-of-way at various locations throughout the City.

WHEREAS, bids have been opened and filed for the above described Project for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Division Engineer for the City of Fargo, North Dakota;

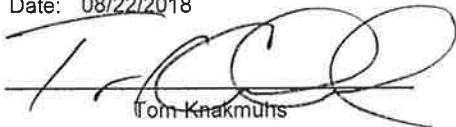
That the following is detailed statement of the estimated cost of the job described as:

Water Service Lowering and Incidentals Project # UR-18-A1 of the City of Fargo, North Dakota.

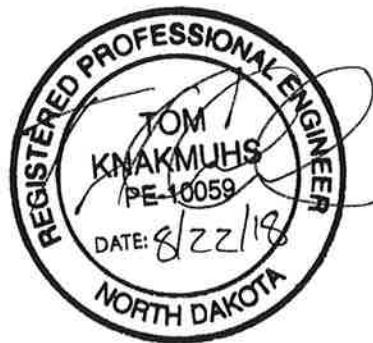
Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Water Service Lowering				
1 Rem & Repl Pavement 8" Thick Reinf Conc	SY	117.00	82.00	9,594.00
2 Rem & Repl Pavement 8" Thick Asph	SY	41.00	168.00	6,888.00
3 Rem & Repl Curb & Gutter	LF	153.00	47.00	7,191.00
4 Rem & Repl Driveway 6" Thick Reinf Conc	SY	25.00	75.00	1,875.00
5 Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	35.00	57.00	1,995.00
6 Bore Pipe 1" Dia Copper	LF	515.00	75.00	38,625.00
7 Rem & Repl CS & Box 1" Dia	EA	11.00	1,100.00	12,100.00
8 Transfer Water Svc	EA	11.00	1,000.00	11,000.00
9 Sodding	SY	183.00	52.00	9,516.00
10 Inlet Protection - Existing Inlet	EA	24.00	155.00	3,720.00
11 Traffic Control - Type 1	LS	1.00	12,500.00	12,500.00
12 Stormwater Management	LS	1.00	1,000.00	1,000.00
			Water Service Lowering Total	116,004.00
			Total Construction in \$	116,004.00
			Engineering	6.00 %
			Legal & Misc	3.00 %
			Contingencies	10.00 %
			Interest	4.00 %
			Total Estimated Costs	142,684.92
			Utility Funds - Water - 501	142,684.92
			Unfunded Costs	0.00

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 08/22/2018



Tom Knakmuhs
Division Engineer





23

PUBLIC WORKS/OPERATIONS

Fleet Management, Forestry, Streets & Sewers, Watermeters, Watermains & Hydrants 402 23rd STREET NORTH FARGO, NORTH DAKOTA 58102 PHONE: (701) 241-1453 FAX: (701) 241-8100

August 21, 2018

The Honorable Board of City Commissioners City of Fargo 200 North Third Street Fargo, ND 58102

RE: Lease contract approval for (1) ASL Refuse Trucks (RFP17324)

Commissioners:

On November 16, 2017, the Commission granted a request to purchase one (1) Auto Side Load Refuse Trucks. An optional 5-year lease quote was requested as an additional finance tool. Both Kinetic Leasing and CapFirst Equipment Finance provided a financing quote.

The review committee, consisting of Terry Ludlum and Allan Erickson, is recommending an award to CapFirst Equipment Finance for \$64,669.00.00 per year for 5 years. A copy of lease contract #40001450 is attached for review and consideration. The complete contracts are available at the commission office for viewing. Funding for this project is included in the 2018 Solid Waste Operational Budget.

SUGGESTED MOTION:

Approve (RFP17324) a 5-year municipal lease to CapFirst Equipment Finance for the amount of \$64,669.00 per year.

Respectfully Submitted,

[Handwritten signature of Allan Erickson]

Allan Erickson Fleet Manager





4165 30th Ave S Suite 100
Fargo, ND 58104

August 15, 2018

City of Fargo, North Dakota
Attn: Tim Mahoney / Mayor
200 3rd St N
Fargo, ND 58102

RE: Lease with Option to Purchase Agreement No. 40001450

Dear Mr. Sprague:

Enclosed please find the following documentation for the lease of the 2018 Labrie Expert on Freightliner Chassis:

- Invoice for the documentation fee and first lease payment
- Lease with Option to Purchase Agreement No. 40001450
- Exhibit A - Equipment Description
- Exhibit B - Rental Payments
- Exhibit C - Certificate of Acceptance
- Exhibit D - Resolution
- Insurance Coverage Information

Please fill in the name and address of your insurance agent where indicated. It is important that you request a certificate of insurance be forwarded to our office just as soon as possible.

- Certificate of Incumbency
- 8038-G -- We will take care of filing this form with the IRS. Please sign both originals where indicated in **blue ink**.

Please sign and seal all documents where indicated and return all of the executed documents along with a check for the advance payment to my attention. You can reach me at (701) 639-7209 if you have any other questions pertaining to the documentation. Thank you.

Sincerely,
CapFirst Equipment Finance, Inc.

A handwritten signature in blue ink, appearing to read 'David Suppes', is written over a faint blue line.

David Suppes
Vice President



**4165 30th Ave S Suite 100
 Fargo, ND 58104**

INVOICE

Invoice#: 1st Advance Payment
 Invoice Date: 8/15/2018

Remit To:

Invoice to:

CAPFIRST EQUIPMENT FINANCE, INC. 4165 30 th Ave S Suite 100 Fargo, ND 58104	CITY OF FARGO, NORTH DAKOTA Attn: Tim Mahoney 200 3rd St N Fargo, ND 58102
---	---

LEASE#	AMOUNT
40001450	
First Advance Payment:	\$64,696.00
Doc Fee	\$250.00
Total Amount Due:	\$64,946.00

EXHIBIT A
EQUIPMENT

Lessee: CITY OF FARGO, NORTH DAKOTA
200 3rd St N
Fargo, ND 58102

Date of Lease: August 15, 2018
Lease #: 40001450

The Equipment which is the subject of the attached Lease with Option to Purchase Agreement is as follows:

Installation Site: 200 3rd St N, Fargo, ND 58102

QTY.	VIN	DESCRIPTION
1	1FVHCYFE7KHKE8701	Freightliner M2 Chassis
1	EX18123DEG	2018 Labrie Expert Automated Refuse Box

Description of Financed Amount:

Cost of above Equipment	\$313,750.00
Cost of related charges:	
Transportation	\$ N/A
Physical Modifications (specify)	\$ N/A
Other (Specify)	\$ N/A
Add: Sales or other tax, if applicable	\$ N/A
Less: Trade - In, if applicable	\$9,500.00
Net Financed Amount:	\$304,250.00

EXHIBIT B

SCHEDULE OF RENTAL PAYMENTS

Lessee: CITY OF FARGO, NORTH DAKOTA
 200 3rd St N
 Fargo, ND 58102

Date of Lease: August 15, 2018
 Lease #: 40001450

RENTAL PAYMENTS

Rental Payment Date	Rental Payment	Interest	Principal	Purchase Option Price*
8/15/2018	\$64,696.00	\$0.00	\$64,696.00	\$242,800.00
8/15/2019	\$64,696.00	\$7,574.15	\$57,121.85	\$184,416.00
8/15/2020	\$64,696.00	\$5,768.09	\$58,927.91	\$124,515.00
8/15/2021	\$64,696.00	\$3,904.92	\$60,791.08	\$63,057.00
8/15/2022	\$64,696.00	\$1,982.84	\$62,713.16	\$0.00

*After payment of Rental Payment due on such date.



24

PUBLIC WORKS/OPERATIONS

Fleet Management, Forestry,
Streets & Sewers, Watermeters,
Watermains & Hydrants
402 23rd STREET NORTH
FARGO, NORTH DAKOTA 58102
PHONE: (701) 241-1453
FAX: (701) 241-8100

August 22, 2018

The Honorable Board of City Commissioners
City of Fargo
200 North Third Street
Fargo, ND 58102

RE: 2018 Mobile pipeline Inspection Unit (PBC18986)

Commissioners:

A cost evaluation process was started in December for the purchase of a new pipeline inspection unit. Multiple vendors were contacted and proposals evaluated. It was determined that utilizing a purchasing consortium was the best solution for the purchase. The Minnesota State Purchasing contract number S-986(5) / 139885 (sewer and pipeline inspection) meets all of the City of Fargo purchasing guidelines.

The review committee, consisting of Matt Andvick, Allan Erickson, and Dana Debele, determined which proposals met the specifications required. A proposal is attached for your clarification and consideration. It is our recommendation to purchase from Flexible Pipe Tool Company using the Minnesota State Buying contract. Funding for this project is included in the 2018 Streets Budget.

SUGGESTED MOTION:

Approve the recommendation to purchase one (1) Mobile Pipeline Inspection unit for the total amount of \$187,863.00.

Respectfully Submitted,

Allan Erickson
Fleet Manager



FLEXIBLE PIPE TOOL COMPANY

Sewer Cleaning and Inspection Equipment - Sales and Service

22606 186th Avenue, Cold Spring, MN 56320

Phone: 320-597-7552 Fax: 320-597-7882 Toll Free: 800-450-6969

Date: August 20, 2018

**To: Allan Erickson
City of Fargo
402 23rd Street N
Fargo, ND 58102**

From: *Shane Smetana*

We are pleased to submit the following quotation. All prices are subject to immediate acceptance. Clerical errors are subject to correction. All agreements are contingent upon fires, accidents, labor difficulties and causes beyond our reasonable control. No statement, contract or order will be binding on the Company unless made or approved on behalf of the Company by one of its officers.

One (1) 2018 Aries CCTV Pathfinder Command Center mounted customer supplied Chassis
Minnesota State Contract #139885 and including the following features/options:

1.0	Vehicle mountable Aries Pathfinder system	\$ 65,632.00
1.2.12	3" reverse offset carbide hi-traction tires (2)	\$ 220.00
1.2.13	4" carbide hi-traction tires (4)	804.00
1.2.17	5" offset high traction carbide wheels (2)	\$ 474.00
1.5.2	Add Laptop PC	\$ 2,931.00
1.5.22	Add IT Pipes mobile system	\$ 8,607.00
1.5.23	Add IT Pipes Application integration to ESRI webmaps	\$ 3,031.00
1.5.24	Add IT Pipes Sync system	\$ 4,243.00
1.5.36	Add 19" LCD monitor, desktop, office (1)	\$ 982.00
1.5.35	Add color Ink jet print	\$ 226.00
1.6.3	Pathfinder reel vehicle mount kit	\$ 617.00
1.7.11	Add tigertail downhole guide	\$ 233.00
5.0	Base Unit Price Command Center	\$ 48,379.00
5.1.1	Roof mounted A/C unit	\$ 1,848.00
5.1.2	Add 1500 watt wall mounted heater (2)	\$ 832.00
5.1.5	Add vise to workbench	\$ 95.00
5.2.2	Add half closet to control room	\$ 751.00
5.2.5	Add 9 drawer tool box	\$ 899.00
5.4.4	Add 19 gallon washdown with 25' retractable hose	\$ 1,206.00
5.5.1	Add front facing traffic advisor	\$ 881.00
5.5.2	Add rear facing traffic advisor	\$ 884.00
5.5.4	Add equipment hoist	\$ 3,844.00
5.5.6	Cold weather door	\$ 2,025.00

Subtotal \$ 149,644.00

MN State Sales Tax **Exempt**

Approx. chassis cost (Ford Transit) \$ 38,219.00

Total: \$ 187,863.00

By: ***Shane Smetana***
Flexible Pipe Tool Company

Authorized Signature

Title

City of Fargo

Admin Minnesota

Office of State Procurement

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996
 Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

CONTRACT RELEASE: S-986(5)

DATE: April 23, 2018

PRODUCT/SERVICE: EQUIPMENT: SEWER AND PIPELINE INSPECTION

CONTRACT PERIOD: April 12, 2018 through January 31, 2019

EXTENSION OPTIONS: UP TO 48 MONTHS

ACQUISITION MANAGEMENT SPECIALIST /BUYER (AMS): MARSHA WEST

PHONE: 651.201.2452

E-MAIL: marsha.west@state.mn.us

WEB SITE: www.mmd.admin.state.mn.us

CONTRACT VENDOR

CONTRACT NO.

TERMS

DELIVERY

ELXSI dba CUES, INC.
 3600 Rio Vista Avenue
 Orlando, FL 32805

139882

Net 30

15 - 45 DAYS ARO-
 portable TV systems
90-120 DAYS ARO-
 Vehicle/Trailer Mounted
 Systems

CONTACT: Robin Guthrie, Senior
 Sales Associate
EMAIL: robing@cuesinc.com

PHONE: 800.327.7761 X224

VENDOR NO.: 000049958

PRICE PER LOADED MILE: \$0.75 from Orlando, FL

FLEXIBLE PIPE TOOL CO.
 30577 Pearl Drive
 St. Joseph, MN 56374

139885

NET 30

60-90 DAYS ARO

CONTACT: Shane Smetana, Owner
EMAIL: admin@flexiblepipetoolco.com
EMAIL: shane@flexiblepipetoolco.com

PHONE: 320.363.7552
FAX: 320.363.7882

VENDOR NO.: 0000248058

PRICE PER LOADED MILE: No Charge

MACQUEEN EQUIPMENT
 1125 7th Street E.
 St. Paul, MN 55106

139888

NET 30

60-90 DAYS ARO

CONTACT: Bill McCarthy, V.P. Sales
EMAIL: bill.mccarthy@macqueengroup.com

PHONE: 651.645.5726

VENDOR NO.: 0000198821

PRICE PER LOADED MILE: \$5.50, St. Paul, MN for Rovver X, Lateral Launch, Jet Scan, Clever Scan, Verisight Pro 200, Quick View Pole; Out Post; \$3.25, Evans City, PA for Field Trailer, Sprinter-Transit, Field Nissan-Dodge, Field Cargo, Van, Field Cutaway Van, Field Dry Freight

Contract Release: S-986(5)

NORTHERN SEWER EQUIP. CO., INC. 139887 **NET 30 45 DAYS ARO**
 W10417 Hubbleton Rd.
 Waterloo, IA 53594 **CONTACT:** Bruce Ward, President **PHONE:** 608-575-7060
EMAIL: nse@hughes.net

VENDOR NO.: 0000240803
PRICE PER LOADED MILE: No Charge

CONTRACT VENDOR	CONTRACT NO.	TERMS	DELIVERY
TITAN MACHINERY (SHAKOPEE) 6340 CO RD 101 E Shakopee, MN 55379	139874	NET 30	30 - 120 DAYS ARO
CONTACT: Kevin Prodoehl		PHONE: 952-445-5400	
EMAIL: kevin.prodoehl@titanmachinery.com			

VENDOR NO.: 0000251892
PRICE PER LOADED MILE: \$4.50, Shakopee, MN for Main Line Portable, Main Line System, Panoramio, Push Inspec., Manhole Camera; \$2.00, Rochester, IN for City Van, Cutaway, Trailer, Rapid Depot

CONTRACT USERS. This Contract is available to the following entities as indicated by the checked boxes below

- State agencies
- Cooperative Purchasing Venture (CPV) members

STATE AGENCY CONTRACT USE. This Contract must be used by State agencies unless a specific exception is granted in writing by the AMS listed above.

STATE AGENCY ORDERING INSTRUCTIONS. Orders are to be placed directly with the Contract Vendor. State agencies should use a Contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax.

CONTRACT FEEDBACK. If these commodities or service can be better structured to help you with your business needs, let us know. We solicit your comments and suggestions to improve all of our contracts so that they may better serve your business needs. If you have a need for which no contract currently exists, or you would like to be able to use an existing state contract that is not available to your entity, whether a state agency or CPV, please contact us. If you have specific comments or suggestions about an individual contract you can submit those via the [Contract Feedback Form](#).

SPECIAL TERMS AND CONDITIONS

SCOPE. The purpose of this Contract is to provide Sewer and Pipeline Inspection Equipment, which may be purchased by State Agencies and Cooperative Purchasing Venture (CPV) members on an as needed basis.

PRICES. Pricing information is available on the MnDOT web page www.dot.state.mn.us/equipment, click on "Equipment Contracts Page." Contact Andy Offerdahl, MnDOT, at (651)366-5724, for questions on MnDOT web page information. Contact the Contract Vendor for pricing information.

NOTE: At no time should the ordering entity pay more than the Contract price. Agencies must contact the AMS immediately and fill out a Vendor Performance Report if there is a discrepancy between the price on the invoice and the Contract price.

FREIGHT/SHIPPING TERMS: All deliveries are to be FOB Destination. If listed on the Price Schedule, the Contract Vendor stated the delivery charge per loaded mile and the delivery starting point. **A flat, fixed price for shipping will not be accepted.**

Mileage distance will be the distance from the delivery starting point to the Customer's delivery point only. Mileage distances will be determined from <http://maps.yahoo.com>. The ordering agency may use the Contract Vendor delivery, may pick up the equipment, or may contract for delivery with anyone it chooses.



25

August 22, 2018

Fargo City Commission
200 3rd Street North
Fargo, ND 58102

Commissioners:

The Fargo Dome Authority requests your approval of the award of Insurance Agent for FARGODOME to Dawson Insurance. The award will be for a term of two years, with up to three one-year extensions at the discretion of the Authority.

The Fargo Dome Authority advertised a Request for Qualification to address Scope of Services, as included in the subsequent pages. In general, the Agent will be tasked with evaluating the FARGODOME's insurance needs, representing the FARGODOME to the insurance market, receiving and recommending proposals to the Fargo Dome Authority, and servicing other aspects of the account. The FARGODOME received three responses to the RFQ: Insure Forward, Aon Risk of Chicago, and Dawson Insurance. Interviews were conducted by three members of the Authority. Based on the scoring summary, recommendations of the interviewing members, and Board comments, the Fargo Dome Authority voted to award the Insurance Agent for the FARGODOME to Dawson Insurance at their meeting on Wednesday, August 22, 2018.

The Authority wishes to provide full transparency regarding the recusal of Fargo Dome Authority member Dan Armbrust (Chairman of Dawson Insurance) in the assessment process. Dan was not apprised of RFQ responses; he was not copied on the written responses; he was not invited to the interviews; he did not participate in the interviews; he did not review any of the scoring/evaluation criteria, and he was not present at the Wednesday, August 22, 2018 FDA Finance and Building committee meeting or FDA meeting.

Requested Motion: To approve the award of Insurance Agent to Dawson Insurance as accepted by the Fargo Dome Authority at their meeting on August 22, 2018.

Thank you for your consideration of this matter.

Very truly yours,

Rob Sobolik
General Manager, FARGODOME

Attachment

Section 3: Scope of Services

The Authority is seeking Responses for an Insurance Agent for its property, casualty, general liability, liquor liability, umbrella and other insurance coverages. We are looking for one agent to represent the FDA regarding multiple coverages and perils. In order to implement the above program, the Insurance Agent will be expected to:

- (1) Assign experienced staff immediately upon proposal acceptance to assess the Authority's insurance needs and provide recommendations regarding the appropriate types of insurance for the Authority, the levels of coverage necessary to protect the Authority from reasonable risks, the levels of deductible for each policy to provide the best balance of risk limitation and lower premium and such other factors as the agent shall recommend.
- (2) Assist the Authority in developing and maintaining the underwriting information necessary to market the insurance coverages.
- (3) Assist the Authority in developing insurable values for all real and personal property.
- (4) Based on the insurance coverage selected by the Authority, organize, develop and present to markets the Authority insurance coverage requirements and obtain bids from responsible insurers for that coverage. Evaluate those bids and present to the Authority the package of insurance policy terms, conditions and premiums that best reflects the goals and objectives of the Authority. Review policies and endorsements for accuracy and conformance with negotiated coverages.
- (5) Represent the Authority, as directed, in any negotiations with insurers or prospective insurers and other parties regarding insurance matters. Issuing certificates of insurance as required.
- (6) Monitor the financial ratings of carriers and advising the Authority of any reduction or exhaustion of the aggregate limits in any insurance policy. In the event of any aggregate limit impairment, advising the Authority of any limit reinstatement options available.
- (7) Administer claims submittals, if any, from the Authority in a manner best representing the interests of the Authority. Monitoring the claims services provided by the insurers and assisting the Authority in the preparation of proof of losses.
- (8) Be responsible for notifying the Authority of invoicing of premiums for all outstanding policies to assure that no policy lapses inadvertently because the Authority is unaware that an invoice is due.
- (9) As requested, meet with the Authority on an annual basis to review the outstanding coverage of the Authority to assure the Authority maintains appropriate levels of insurance and notify the Authority of any new developments in the industry or markets generally that affect the Authority in any way or that impact the insurance coverage or policies sought by the Authority.
- (10) Solicit quotes from multiple insurers at the time of any renewal upon request of the Authority.

- (11) Provide the Authority with an annual report within 45 days of the end of the Authority's fiscal year, detailing a schedule of the policies in force, the coverage amounts, deductible amounts, premiums paid and fees and commissions (including bonuses or other supplemental, volume or loss-related Authority or payments) received by the Insurance Agent in connection with each policy.
- (12) Provide Authority with reasonable preliminary renewal figures during the budget process. Where appropriate, including financial modeling.
- (13) The primary account representative and other account team members for the Insurance Agent shall be reasonably available to the Authority and its staff to address questions related to this account. Examples include reviewing contracts or other documents as requested by the Authority and commenting on the insurance and hold harmless/indemnification provisions contained therein.
- (14) Provide such other services related to the insurance coverage as the Authority may reasonably request.

REPORT OF ACTION
UTILITY COMMITTEE

(26)

Project No. WA1301

Type: Amendment #3 to
AE2S Task Order #76

Location: Membrane Water Treatment Plant

Date of Hearing: 8/23/2018

<u>Routing</u>	<u>Date</u>
City Commission	8/27/18
Project File	

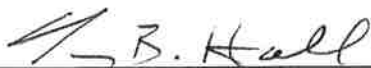
Troy Hall, Water Utility Director, presented the attached memo and proposed amendment to AE2S Task Order #76. Task Order #76 relates to engineering service for Membrane Water Treatment Plant (MWTP) construction. The amendment requests a change in scope with no change in cost. Portions of this task order are under budget estimates. The amendment shifts some of these dollars toward AE2S staff assistance in shift coverage monitor MWTP processes during plant startup.

MOTION:

On a motion by Ben Dow, seconded by Jim Hausauer, the Utility Committee voted to approve the proposed Amendment #3 to AE2S Task Order #76 as a change in scope with no change in cost.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Anthony Gehrig, City Commissioner				
Kent Costin, Director of Finance	X			
Brian Ward, Water Plant Supt.	X			
Mark Miller, Wastewater Plant Supt.	X			
Bruce Grubb, City Administrator	X			
Scott Liudahl, City Forester	X			
Terry Ludlum, Solid Waste Utility Director	X			
James Hausauer, Wastewater Util. Director	X			
Troy Hall, Water Utility Director	X			
Ben Dow, Public Works Operations Director	X			
Brenda Derrig, Assistant City Engineer				

ATTEST:



 Troy B. Hall
 Water Utility Director

C: Mayor Mahoney
Commissioner Strand
Commissioner Piepkorn
Commissioner Grindberg



Water Treatment Plant
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

MEMORANDUM
August 20, 2018

To: Utility Committee

From: Troy B. Hall, Water Utility Director *TBH*

Re: Amendment No. 3 to AE2S Task Order No. 76

Introduction

Attached, please find an amendment to AE2S Task Order #76 for Membrane Water Treatment Plant (MWTP) construction. Water Utility staff is requesting approval of Amendment No. 3 to Task Order #76. There is no cost change requested in this amendment, only a change in scope. Task Order #76 is under budget in the Construction Field Services phase. Water Utility staff has requested assistance in monitoring MWTP processes on a 24/7 basis to detect issues and try to prevent equipment damage. This is to provide additional manpower after hours.

Financial Considerations

There is no cost change in Amendment No. 3 to AE2S Task Order No. 76. It is only a change in scope.

SUGGESTED MOTION:

Approve Amendment No. 3 to AE2S Task Order #76 for a change in scope with no change in cost.

Your consideration in this matter is greatly appreciated.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Task Order Agreement between Owner and Engineer for Professional Water Consulting Services** dated January 1, 2011.

Amendment No. 3 to Water Consulting Services Task Order No. 76

1. Background Data:

- a. Effective Date of Task Order Agreement: June 1, 2018
- b. Owner: City of Fargo
- c. Engineer: Advanced Engineering and Environmental Services, Inc. (AE2S)
- d. Specific Project: Fargo Membrane WTP and Improvements – Construction Phase Services
- e. Amendment Subject: Start-up Operations Assistance

2. Nature of Amendment

- Additional Services to be performed by Engineer
- Modifications to Services of Engineer
- Modifications to Responsibilities of Owner
- Modifications to Payment to Engineer
- Modifications to Time(s) for rendering Services
- Modifications to other terms and conditions of the Task Order

3. Description of Modifications

Attachment 1, "Modifications"

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is June 1, 2018.

OWNER: City of Fargo

ENGINEER: Advanced Engineering and Environmental Services, Inc.
(AE2S)

By: _____

By: _____

Name: Troy B. Hall

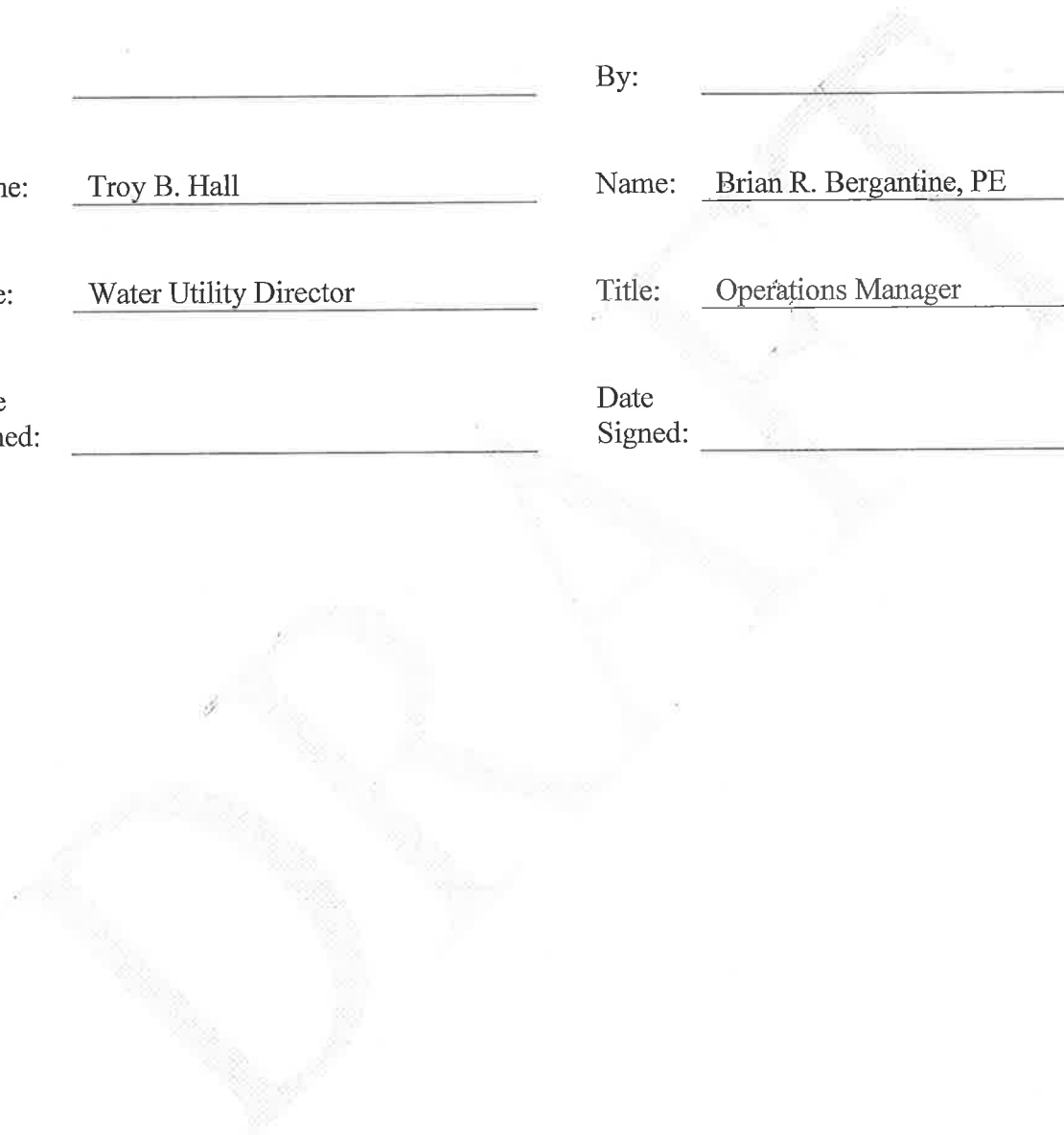
Name: Brian R. Bergantine, PE

Title: Water Utility Director

Title: Operations Manager

Date
Signed: _____

Date
Signed: _____



This is **Attachment 1**, consisting of 1 pages, to Amendment No. 3, dated June 1, 2018, to Water Consulting Services Task Order No. 76.

Modifications

1. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows:

Engineer shall perform the following additional task under Phase 061 of Task Order 76:

Task 03 – Start-Up Operations Assistance

Engineer shall provide operational assistance for the Membrane WTP during the start-up and testing period until the facility is turned over to the City for operation. Engineer will not be using licensed operators for the operational assistance. Engineer will have staff on site for operational assistance full time (including days, nights, and weekends) during this period. Engineer shall monitor the operating treatment systems and note any abnormalities in equipment operation or water quality. Engineer shall record water quality data from the operating instrumentation and collect samples for periodic lab analysis. Engineer will work with WTP staff during the operational assistance period to help familiarize the operators with the Membrane WTP operations and equipment operation. Engineer anticipates operational assistance to begin the week of June 25th and continue for an estimated duration of 6-8 weeks.

2. The responsibilities of Owner are modified as follows:

None identified for this Amendment.

3. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

Not modified for this Amendment. It is anticipated current compensation under Task Order 76 will be sufficient for this Amendment; however, Engineer will work with Owner and provide advanced notice if additional compensation is required.

4. The schedule for rendering services is modified as follows:

Not modified for this Amendment.

5. Other portions of the Task Order (including previous amendments, if any) are modified as follows:

None identified for this Amendment.

REPORT OF ACTION

UTILITY COMMITTEE

27a-b

Project No. WA1301 Type: Project WA1301 Change Orders – Two Contracts

Location: Water Treatment Plant Expansion

Date of Hearing: 8/23/18

<u>Routing</u>	<u>Date</u>
City Commission	8/27/18
Project File	

Troy Hall, Water Utility Director, presented the attached memo related to change orders for Membrane Water Treatment Plant (MWTP) construction with Alberici Constructors, Inc. (ACI), the General Contractor, and Wrigley Mechanical, Inc. (WMI), the Mechanical Contractor. The total proposed cost increase is \$192,658.00. In the change order proposals, there are 25 listed changes with the two contractors. Most of the higher cost individual changes relate to site work and paving modifications as the construction nears completion. Overall, Water Utility staff suggests that the MWTP construction project is going well. Currently, plant startup in continuing and exterior site work is being finished

Water Utility staff thinks that all of the changes are in the best long-term interest of the City of Fargo. The overall status of cost change orders was discussed at the Utility Committee meeting for MWTP construction. After some research inquiring about comparable projects, Water Utility staff suggests that the industry average for cost change orders is an increase of about 3% to 5% of the bid price at completion. If the currently proposed contract changes are approved, the cost change orders for the MWTP will total an increase of 4.37% from the original bid price. However, only 3.05% is attributed to errors/omissions and other minor changes typical in a construction project. The other 1.32% of changes were implemented related to capacity increases with West Fargo water service and a project contribution from Black & Veatch. Water Utility staff also suggests that we are at reasonable level for overall cost change orders at this point and are nearing the end of construction.

After bidding, contracts were approved on April 27, 2015, for Membrane Water Treatment Plant (MWTP) construction to the three prime contractors as follows:

<u>Contract</u>	<u>Contractor</u>	<u>Bid Price</u>
No. 1 – General Construction	Alberici Constructors, Inc.	\$80,044,884.00
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$6,824,000.00
No. 3 – Electrical Construction	JDP Electric, Inc.	\$16,821,411.00
TOTAL		\$103,690,295.00

The following table shows the overall cost summary of the recommended changes under this agenda item:

<u>Contract</u>	<u>Contractor</u>	<u>Number</u>	<u>Change Order Cost</u>
No. 1 – General Construction	Alberici Constructors, Inc.	19	\$163,236.00
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	17	\$29,422.00
No. 3 – Electrical Construction	JDP Electric, Inc.	N/A	\$0.00
TOTAL			\$192,658.00

With Change Order approval, the new updated contract amounts would be as follows:

<u>Contract</u>	<u>Contractor</u>	<u>Bid Price</u>
No. 1 – General Construction	Alberici Constructors, Inc.	\$82,507,244.05
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$8,276,134.38
No. 3 – Electrical Construction	JDP Electric, Inc.	\$17,441,352.00
TOTAL		\$108,224,730.43


The project is being paid for through State Water Commission (SWC) grant funding and through a State Revolving Fund (SRF) loan. The SRF loan is administered by the North Dakota Public Finance Authority (PFA) and the North Dakota Department of Health (NDDH). The City of Fargo has now collected the \$30 million in grant funding allotted for the MWTP from the SWC.

MOTION:

On a motion by Kent Costin, seconded by Jim Hausauer, the Utility Committee voted to approve the proposed change orders with two contractors in the a total amount of \$192,658.00 for Membrane Water Treatment Plant construction.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Anthony Gehrig, City Commissioner				
Kent Costin, Director of Finance	<u>X</u>			
Brian Ward, Water Plant Supt.	<u>X</u>			
Mark Miller, Wastewater Plant Supt.	<u>X</u>			
Bruce Grubb, City Administrator	<u>X</u>			
Scott Liudahl, City Forester	<u>X</u>			
Terry Ludlum, Solid Waste Utility Director	<u>X</u>			
James Hausauer, Wastewater Util. Director	<u>X</u>			
Troy Hall, Water Utility Director	<u>X</u>			
Ben Dow, Public Works Operations Director	<u>X</u>			
Brenda Derrig, City Engineer				

ATTEST:



Troy B. Hall
Water Utility Director

- C: Mayor Mahoney
- Commissioner Strand
- Commissioner Piepkorn
- Commissioner Grindberg



Water Treatment Plant
 435 14th Avenue South
 Fargo, ND 58103
 Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

MEMORANDUM

August 20, 2018

To: Utility Committee

From: Troy B. Hall, Water Utility Director **TDH**

Re: WA1301 Change Orders – Membrane Water Treatment Plant

Introduction

Construction of the Membrane Water Treatment Plant (MWTP) began in May, 2015. This is Water Utility Project - WA1301. There have been previous change orders for this project approved by the Utility Committee and City Commission. Water utility staff is recommending additional changes to two of three contracts at this time. Letters of explanation from AE2S and change order forms are attached.

After bidding, contracts were approved on April 27, 2015, for Membrane Water Treatment Plant (MWTP) construction to the three prime contractors as follows:

<u>Contract</u>	<u>Contractor</u>	<u>Bid Price</u>
No. 1 – General Construction	Alberici Constructors, Inc.	\$80,044,884.00
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$6,824,000.00
No. 3 – Electrical Construction	JDP Electric, Inc.	\$16,821,411.00
TOTAL		\$103,690,295.00

With previously approved change orders to the three contracts, the contract amounts prior to the current recommended changes under this agenda item are as follows:

<u>Contract</u>	<u>Contractor</u>	<u>Bid Price</u>
No. 1 – General Construction	Alberici Constructors, Inc.	\$82,344,008.05
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$8,246,712.38
No. 3 – Electrical Construction	JDP Electric, Inc.	\$17,441,352.00
TOTAL		\$108,032,072.43

The following table shows the overall cost summary of the recommended changes by contractor under this agenda item:

<u>Contract</u>	<u>Contractor</u>	<u>Number</u>	<u>Change Order Cost</u>
No. 1 – General Construction	Alberici Constructors, Inc.	19	\$163,236.00
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	17	\$29,422.00
No. 3 – Electrical Construction	JDP Electric, Inc.	N/A	\$0.00
TOTAL			\$192,658.00

With Change Order approval, the new updated contract amounts would be as follows:

<u>Contract</u>	<u>Contractor</u>	<u>Bid Price</u>
No. 1 – General Construction	Alberici Constructors, Inc.	\$82,507,244.05
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$8,276,134.38
No. 3 – Electrical Construction	JDP Electric, Inc.	\$17,441,352.00
TOTAL		\$108,224,730.43



View of MWTP and Residuals Facility from 4th Street South. The storm water retention system, Red River raw water pipe, and electrical infrastructure are underground in this area. Change orders related to modifications in this area are included in the recommended contract changes. Photo from August 2018.

MWTP Project Status Related Change Orders and Overall Cost

The MWTP is a large, complicated, and expensive project for the City of Fargo and its water service customers. As such, it is normal for projects of this nature to have adjustments that result in cost change orders. Since the MWTP exceeded \$100 million in bid prices, the following is intended to help provide perspective for this project compared to the cost impacts of change orders commonly seen in the industry.

While it may be difficult to find exact comparators to the MWTP project, the following are typical observations and goals for change order cost increases in the industry at project completion:

- Industry average: **3% to 5% of bid price**

- Typical Project Goal: <2% of bid price
- Excellent Project: <1% of bid price
- Percentages for change order costs reflect (1) Errors & Omissions and (2) Owner Requested

Change Order (CO) statistics for MWTP project in percentages:

- Prior to Current CO Recommendations: **4.19%**
- Adjusted Value Prior to Current CO Recommendations: **2.87%**
- After Current CO Recommendations: **4.37%**
- Adjusted Value After Current CO Recommendations: **3.05 %**
- Total Adjusted Value Dollar Amount: \$1,369,585 (Different funding source)
 - Generator Switchgear – West Fargo: \$137,816.00 (previously approved CO)
 - 7th Reverse Osmosis Train – West Fargo: \$1,068,769.00 (previously approved CO)
 - Black & Veatch contribution to HVAC Changes: \$163,000

Since the MWTP construction project is approaching completion and through a number of the higher risk project components for change orders, Water Utility personnel think the project is at a reasonable position from a change order perspective. 'Value Engineering' and teamwork between contractors, City staff, and consulting engineers has been an important factor in containing costs. The 'Value Engineering' for the foundation system was an important item for cost savings in the project, reducing the contract price by nearly \$300,000 early in construction.

Related to cost change orders, some higher risk project components include:

- Utility Infrastructure Rerouting (removal from excavation/construction areas) - **Complete**
- Mass Excavation (unforeseen underground conditions) - **Complete**
- Foundation (Pile) Installation - **Complete**
- Major Equipment/Treatment Process Submittals – **Complete**
- Concrete for Lower Level & Main Level - **Complete**
- Building Structural Steel, Exterior Brick, and Roof – **Complete**
- Process Piping, Building Electrical, and Mechanical Piping – **Nearly Complete**
- Exterior Landscaping, Paving, and Site Work – **In Progress**

Since the construction of the MWTP is approaching completion, startup process equipment has been in progress for several months. The MWTP is nearly operational as of August 2018. Currently, construction is occurring in the interior of the building, including process piping installation, equipment installation, electrical installation, mechanical/HVAC installation, room finishes, and painting. Most of the construction at this time is related to site work around the building and demobilizing contractors, including paving and landscaping.

A complicating factor for the MWTP construction is the agreement in July 2015, to provide drinking water to West Fargo. With the addition of West Fargo, Water Utility staff needs to gauge what design adjustments should be recommended for the MWTP, looking at the best long-term interest of the City and customers. These adjustments in most cases will be cost increases. Two significant cost changes attributed to West Fargo

water service have previous approval – 7th Reverse Osmosis train and electrical switchgear. Costs for the two changes will be funded by State Water Commission regionalization grant funding and infrastructure sales tax (Fund 450). Please be aware that there is annual water sales revenue from West Fargo.

Detailed Summary of Change Orders

The cost impact to Contract No. 1 with Alberici Constructors, Inc. is summarized in the following:

<u>No.</u>	<u>Item</u>	<u>Cost</u>	<u>Reason</u>
1	Phosphate Containment Area Changes (WCD 20)	\$20,517.00	Chemical System Move
2	Deduct for 4 th Street Road Demo and Paving	(\$6,793.00)	Reduced Pavement Area
3	Storm Retention System Changes (WCD 28)	\$42,549.00	Elevation/Crushed Rock
4	Deduct for 13 th Ave Paving and Demo	(\$19,710.00)	Boring & not open cut
5	Deduct for Generator Building Stoop Demo	(\$2,365.00)	Existing - good condition
6	Residual Building Raw Water Line Paving	\$47,309.00	Added 2700 sf Paving
7	Reverse Osmosis Caustic & Acid Swap	\$4,705.00	Plumbing Drawing Error
8	Delumper Seal Air Purge Line	\$1,528.00	Maintenance – Prot. Seal
9	Material Change ROB Pipe at Ozone Inj. Skids (WCD 44)	\$12,258.00	Corrosion Issue
10	Chemical Area Bumpers	\$5,837.00	Protect Chem. Cont. Wall
11	Ozone ARV Isolation Valves	\$3,473.00	Future Maintenance
12	Sulfuric Acid Vent Modifications	\$6,603.00	WTP Staff Safety
13	Entrance Ramp Wall and Footings	\$1,709.00	Added Wall/Footings
14	Miscellaneous Changes to Site Work	\$0.00	Numerous Changes
15	4 th Street Paving and Sleeper Slab (WCD 45)	\$32,425.00	Replace Sleeper Slab
16	Replace WQ4 Sample Pump	\$1,801.00	Damage at Startup
17	Cut Driveway by Residuals Building	\$965.00	Deteriorated Concrete
18	Miscellaneous Framing Changes	\$962.00	Framing in Two Areas
19	Davit Retrieval System Changes	\$6,492.00	Modified Safety System
20	Generator Building Door 101B Hardware	\$923.00	Door Security Change
21	Strainer BW Inlet Valve Changes	\$2,048.00	Reduce Water Hammer
Total – Contract No. 1 Change for Change Order No. 19		\$163,236.00	

The cost impact to Contract No. 2 with Wrigley Mechanical, Inc. is summarized in the following:

<u>No.</u>	<u>Item</u>	<u>Cost</u>	<u>Reason</u>
1	Hall 4166 Piping and Eyewash Relocate	\$19,248.00	Piping Conflict
2	Electric Room Registers	\$5,611.00	Improve Air Flow
3	Hydronic Balancing	\$1,990.00	Confirm Air Distribution
4	Install Flow Switches in Lab Emergency Eye Wash	\$2,081.11	Employee Safety
5	Floor Drain in Existing Hall 4166	\$4,366.00	Existing Low Area
6	McFarlane Work Above Hard Deck	\$2,573.00	Duct Work Reroute.
Total – Contract No. 2 Change for Change Order No. 15		\$29,422.00	

Plan of Financing

The contract changes under this agenda item will result in an overall cost increase of \$192,658.00 for MWTP construction. The project is being paid for through State Water Commission (SWC) grant funding and through a State Revolving Fund (SRF) loan administered by the North Dakota Public Finance Authority (PFA) and North Dakota Department of Health (NDDH). The \$30 million in grant funding from the SWC has all been received by the City of Fargo for the MWTP project.

SUGGESTED MOTION:

Approve the contract change orders with two contractors in the total amount of \$192,658.00 for construction of the MWTP.

Your consideration in this matter is greatly appreciated.



August 20, 2018

Mr. Troy Hall
Water Utility Director
City of Fargo
Water Treatment Plant
435 14th Ave S
Fargo, ND 58103-4306

Re: Change Order No. 19
Contract No. 1 Fargo Membrane WTP and Improvements
City of Fargo Project #WA1301

Dear Mr. Hall:

Enclosed please find four (4) copies of Change Order No. 19 for the above referenced project for your review and approval. This Change Order pertains to the following changes to the project:

1. The existing permanganate containment area will be removed and a new containment wall will be installed reducing the containment area size (matching the smaller phosphate batch tank size). The new containment area will also be coated with the chemical containment coating used in the Membrane WTP.
2. The section of paving replacement for underground work on 4th St near 13th Ave was removed from the project resulting in a cost deduct.
3. The storm retention system will be lowered to match drainage to the area and over excavated to allow for installation of an 18-inch granular base to account for the low bearing capacity of the soil in the area. An additional 18-inches of clean, crushed rock will also be added to the overall storm retention system (6-inches below the chambers and 12-inches above the chambers) associated with the depth and capacity of the system.
4. The sanitary sewer line installation from the Membrane WTP to the manhole in 13th Ave was installed using boring in lieu of open cutting. The paving replacement was removed from the project resulting in a cost deduct.
5. The stoops on the Generator Building are in good condition and replacement of the stoops was removed from the project resulting in a cost deduct.
6. Additional paving across the Residuals Building driveway (approximately 2,700 sf) was required to be removed and replaced with the installation of the Red River Raw Water Line.
7. The chemical feed lines to the RO Caustic CIP and RO Acid CIP tanks where shown to the opposite tanks and each chemical line will be extended to the correct CIP tank.
8. A air purge/compressed air line will be installed to the Soda Ash silo delumper seal to aid in the transfer of material and reduce compaction of dry chemical.
9. The ductile iron RO Bypass line on the inlet of the ozone injection skids will be replaced with PVC pipe, which will not corrode from RO permeate, to allow RO permeate to be used for the supply to the ozone injection skids.

Mr. Troy Hall

Re: **Change Order No. 19**

Contract No. 1 Fargo Membrane WTP and Improvements

City of Fargo Project #WA1301

August 20, 2018 Page 2 of 3

10. Two metal frame wall bumpers will be installed in the chemical feed rooms to protect pipes on the wall from chemical totes as they are replaced during operation of the WTP.
11. Isolation valves will be added to the air release valves on the ozone injection system and contact pipe to allow for isolation of the process line during maintenance of the air release valve.
12. The sulfuric acid tank vent will be extended down to the ground on the exterior of the building for safety of WTP staff. Extending the vent line to near the ground will reduce the possibility of moisture or chemical dripping from the vent line contacting WTP staff.
13. Additional concrete walls and footings will be added to the sidewalk at the west entrance of the Membrane WTP to support the sidewalk as the grade slopes down toward the street.
14. Multiple sitework changes will be required, including: modification of the Red River Raw Water Line routing to reduce the depth of the line, removal of a section of abandoned 20" DIP and routing modification of the sewer line from the Residuals Facility for the Red River Raw Water Line installation, repair of an existing storm manhole near 13th Ave and 4th St that was found to be damaged, raising two storm manholes in the WTP driveway to match the new paving grade, and finish grading and seeding of additional area on the south side of the existing WTP. With the cost deduct from the reduced depth of the Red River Raw Water Line, the resulting cost impact will result in a zero-cost change.
15. With the relocation of the Red River Raw Water Line connection to the existing raw water line in 4th St, additional paving needed to be replaced, including the sleeper slab in 4th St associated with the flood protection. The sleeper slab replacement was coordinated with City Engineering and replaced per the original installation detail.
16. The sample pump for WQ4 will be replaced due to the pump being operated at too low of flow during start-up causing damage to the pump seal.
17. Additional concrete cutting was needed where the new concrete driveway connects to the existing driveway to replace a section of deteriorated concrete.
18. Additional framing changes will be made to finish off the area around the ChemScan unit in the Water Quality Lab and increase the channel size in the west canopy.
19. The davit retrieval system will be modified to include one winch, self-retracting lanyard, flat adapter bracket, and quick release mounting bracket in lieu of the specified system. The original items that were not compatible with the davit retrieval system will be turned over to the City for their use.
20. The hardware for the west Generator Building door (101B) will be modified to include an electric strike and power transformer.
21. The actuators on the backwash water valves on the automatic strainers will have ASCO flow plates and closing speed control mufflers added to control the closing speed of the valves and reduce the water hammer on the service water system supplying the backwash water.

Mr. Troy Hall

Re: **Change Order No. 19****Contract No. 1 Fargo Membrane WTP and Improvements****City of Fargo Project #WA1301****August 20, 2018 Page 3 of 3**

The cost impact to Contract No. 1 is summarized in the following:

<u>Item</u>	<u>Cost</u>
1. PCO 122 – Phosphate Containment Area Changes (WCD 20)	\$20,517.00
2. PCO 152 – Deduct for 4 th St Road Demo and Paving	(\$6,793.00)
3. PCO 156 – Storm Retention System Changes (WCD 28)	\$42,549.00
4. PCO 165 – Deduct for 13 th Ave Paving and Demo	(\$19,710.00)
5. PCO 168 – Deduct for Gen Bldg Stoop Demo	(\$2,365.00)
6. PCO 249 - Residuals Building Raw Water Line Paving	\$47,309.00
7. PCO 251 – RO Caustic and Acid Swap	\$4,705.00
8. PCO 286 – Delumper Seal Air Purge Line	\$1,528.00
9. PCO 308 – Material Change on ROB Pipe at Ozone Inj Skids (WCD 44)	\$12,258.00
10. PCO 310 – Chemical Area Bumpers	\$5,837.00
11. PCO 311 – Ozone ARV Isolation Valves	\$3,473.00
12. PCO 329 – Sulfuric Acid Vent Modification	\$6,603.00
13. PCO 332 – Entrance Ramp Walls and Footings	\$1,709.00
14. PCO 337 – Miscellaneous Changes to Sitework	\$0.00
15. PCO 342 – 4 th St Paving and Sleeper Slab (WCD 45)	\$32,425.00
16. PCO 346 – Replace WQ4 Sample Pump	\$1,801.00
17. PCO 347 – Cut Driveway by Residuals Building	\$965.00
18. PCO 350 – Miscellaneous Framing Changes	\$962.00
19. PCO 351 – Davit Retrieval System Changes	\$6,492.00
20. PCO 357 – Gen Bldg Door 101B Hardware	\$923.00
21. PCO 364 – Strainer BW Inlet Valve Changes	\$2,048.00
Total for Change Order No. 19 =	\$163,236.00

Upon the City of Fargo's acceptance of Change Order No. 19, please sign and date the four original copies. Retain one copy for your records and return the remaining three copies to AE2S. AE2S will forward one copy each to the North Dakota Department of Health and ACI and will retain the remaining copy for our records. Please contact me if you have any questions or need additional information.

Sincerely,

AE2S



Ben Julson, PE
Project Engineer



August 20, 2018

Mr. Troy Hall
 Water Utility Director
 City of Fargo
 Water Treatment Plant
 435 14th Ave S
 Fargo, ND 58103-4306

Re: Change Order No. 17
Contract No. 2 Fargo Membrane WTP and Improvements
City of Fargo Project #WA1301

Dear Mr. Hall:

Enclosed please find four (4) copies of Change Order No. 17 for the above referenced project for your review and approval. This Change Order pertains to the following changes to the project:

1. The sink and eyewash in the Hall 4166 (new hallway in existing WTP) and drain, water, and air piping will be relocated to move them out of the hallway and into the adjacent chemical area.
2. Additional HVAC registers will be added in the electrical room to provide increased air flow to the room.
3. With the modifications to the HVAC system the modifications will require the system to be hydronic balanced to confirm efficiency of the air distribution.
4. The duct work above the hard deck ceiling in Hall 4166 (new hallway in existing WTP) was modified after the ceiling was installed to reroute the existing duct work associated with the new hall.

The cost impact to Contract No. 2 is summarized in the following:

<u>Item</u>	<u>Cost</u>
1. PCO 335 - Hall 4166 Piping and Eyewash Relocate	\$19,248.00
2. PCO 353 – Electrical Room Registers	\$5,611.00
3. PCO 354 – Hydronic Balancing	\$1,990.00
4. PCO 355 – McFarlane work above hard deck	\$2,573.00
Total for Change Order No. 17 =	\$29,422.00

Mr. Troy Hall

Re: **Change Order No. 17**

Contract No. 2 Fargo Membrane WTP and Improvements

City of Fargo Project #WA1301

August 20, 2018

Page 2 of 2

Upon the City of Fargo's acceptance of Change Order No. 17, please sign and date the four original copies. Retain one copy for your records and return the remaining three copies to AE2S. AE2S will forward one copy each to the North Dakota Department of Health and Wrigley Mechanical, Inc. and will retain the remaining copy for our records. Please contact me if you have any questions or need additional information.

Sincerely,

AE2S



Ben Julson, PE
Project Engineer

REPORT OF ACTION

UTILITY COMMITTEE

28

Project No. WA1510

Type: Sheyenne Pump Station
Change Order #1

Location: Sheyenne River Pump Station (52nd Ave. S. & Sheyenne River)

Date of Hearing: 8/23/18

<u>Routing</u>	<u>Date</u>
City Commission	8/27/18
Project File	


Troy Hall, Water Utility Director, presented the attached memo regarding Change Order #1 for Project WA1510 – Sheyenne River Pump Station Reliability Improvements. Change Order #1 is in the amount of \$23,631 involving five (5) individual changes to the project. All five (5) changes were cost increases. The largest cost change related to the installation of a condensing unit for air conditioning to a new electrical building. Construction costs for this project are eligible for 60% cost-share (grant) funding from the State Water Commission under a ‘Regionalization’ grant. The remainder is being paid with Infrastructure Sales Tax (Fund 450). With approval, the cost change order percentage under this contract would be 1.95% compared to the bid price. Utility staff believe all changes in Change Order #1 were in the City of Fargo’s best interest and recommends approval.

MOTION:

On a motion by Terry Ludlum, seconded by Brian Ward, the Utility Committee voted to approve Change Order #1 with Swanberg Construction, Inc. in the amount of \$23,631.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>	<u>X</u>
					<u>Proxy</u>
Anthony Gehrig, City Commissioner					
Kent Costin, Director of Finance		X			
Brian Ward, Water Plant Supt.		X			
Mark Miller, Wastewater Plant Supt.		X			
Bruce Grubb, City Administrator		X			
Scott Liudahl, City Forester		X			
Terry Ludlum, Solid Waste Utility Director		X			
James Hausauer, Wastewater Util. Director		X			
Troy Hall, Water Utility Director		X			
Ben Dow, Public Works Operations Director		X			
Brenda Derrig, Assistant City Engineer					

ATTEST:



Troy B. Hall
Water Utility Director

C: Mayor Mahoney
Commissioner Strand
Commissioner Piepkorn
Commissioner Grindberg

MEMORANDUM
August 20, 2018

To: Utility Committee

From: Troy B. Hall, Water Utility Director *TBH*

Re: Project WA1510 – Change Order #1 – Sheyenne Pump Station

A reliability upgrade project for the Sheyenne River pump station has been in progress this construction season. At this time, Water Utility staff is recommending approval of Change Order No. 1 with Swanberg Construction, Inc. in the amount of \$23,631. With this change order, there are five changes that all increase project cost. Please see the attached AE2S letter and supporting documents explaining the changes. With approval, the cost change order percentage under this contract would be 1.95%.



Sheyenne River Pump Station with new electrical building under construction (Summer 2018).

This Sheyenne River Pump Station project is a 'Regionalization' project. Construction and construction engineering are eligible for 60% cost-share (grant) funding from the State Water Commission. With the latest reimbursement request, the Water Utility had received nearly \$4 million in grant funding toward 'Regionalization' projects.

SUGGESTED MOTION:

Approve Change Order No. 1 with Swanberg Construction, Inc. for Project WA1510 in the amount of \$23,631.

Your consideration in this matter is greatly appreciated.



July 13, 2018

Troy Hall
Water Utility Director
City of Fargo
Water Treatment Plant
435 14th Ave S
Fargo, ND 58103-4306

**Re: Change Order No. 1
Contract No. 1 Sheyenne River Pump Station Improvements
City of Fargo Project #WA1510**

Dear Troy:

Enclosed please find Change Order No. 1 for the above referenced project for your review and approval. The total Change Order amount is \$23,631.00. This Change Order pertains to the following changes to the project:

1. Provide two (2) concrete bollards and bollard covers in front of slide gate stem in intake structure. **Increase of \$1,785.00**
2. Provide aluminum handle at manhole to assist with access. **Increase of \$385.00**
3. Increase the size of the generator concrete pad so concrete is underneath access steps. This required additional rebar, concrete, and fill. **Increase of \$740.00**
4. Install Heatcraft low ambient condensing units in lieu of original Trane condensing units. Replace R410A original TXV with R-448A TXV and repair interior block and brick that was originally cored for the Trane condensing unit piping. This item was filed as Work Change Directive No. 1 to Contract No. 1. **Increase of \$15,540.00**
5. Remove intake screen, install steel blank plate in the Sheyenne River Intake to stop river water from flowing into the intake structure, and pump water from wet well and intake dry. This item was filed as Work Change Directive No. 2 to Contract No. 1. **Increase of \$5,181.00.**

Upon the City of Fargo's acceptance of Change Order No. 1, please sign and date. Return a scanned copy of the formal change order form containing all signatures to AE2S. AE2S will forward the signed copy to the contractor and will retain a copy for our records. Please contact me if you have any questions or need additional information.

Sincerely,

AE2S

A handwritten signature in blue ink that reads "Richard A. Wagner".

Richard Wagner, PE
Project Manager

Attachments

SWANBERG CONSTRUCTION, INC

BUILDING-MUNICIPAL/HEAVY CONTRACTORS

Phone: 701-845-6946
Fax No: 701-845-8999250 Central Ave S
PO Box 728
Valley City, ND 58072-0728

June 8th, 2017

AE2S
3101 Frontage Road S
Moorhead, MN 56560

Attn: Richard Wagner

RE: Sheyenne Pump Station
Fargo, ND

Gentlemen:

The following is a cost breakdown:

Item #1: Provide 2 bollards and covers in front of slide gate stem in Intake Structure

Material		\$1,150.00
Tax		75.00
Labor		<u>400.00</u>
	Sub-total	\$1,625.00
Overhead, Bond & Profit		<u>160.00</u>
	Total Cost	<u>\$1785.00</u>

Item #2: Provide Aluminum handle at Manhole to assist with access.

Material		\$ 280.00
Tax		20.00
Labor		<u>50.00</u>
	Sub-total	\$350.00
Overhead, Bond & Profit		<u>35.00</u>
	Total Cost	<u>\$385.00</u>

Item #3: Generator Pad size increase

Material (additional rebar, Concrete, and Fill)		\$ 375.00
Labor		<u>300.00</u>
	Sub-total	\$675.00
Overhead, Bond & Profit		<u>65.00</u>
	Total Cost	<u>\$740.00</u>

Sincerely,

Jacob Swanberg
Swanberg Construction, Inc.

WORK CHANGE DIRECTIVE

No. 1

DATE OF ISSUANCE April 13, 2018 EFFECTIVE DATE April 16, 2018

OWNER City of Fargo
CONTRACTOR Swanberg Construction, Inc.
Contract: Contract No. 1 – General Construction
Project: Sheyenne River Pump Station Improvements
OWNER's Contract No. WA 1510 ENGINEER's Project No. P00803-2013-010

You are directed to proceed promptly with the following change(s):

Description:

Install proposed Heatercraft low ambient condensing units in lieu of originally planned Trane condensing units. Replace R410A original TXV with R-448A TXV. Repair and replace interior block and exterior brick that was originally cored for Trane condensing unit piping.

Purpose of Work Change Directive:

The purpose of Work Change Directive No. 1 is to install lower operating temperature condensing units so the building can be cooled at a minimum of -30° F outdoor air temperature.

Attachments: (List documents supporting change)

**Swanberg Construction, Inc. Cover Letter
Dakota Plains Mechanical Proposal**

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in

Contract Price:

Unit Prices

Lump Sum

Cost of the Work

Estimated increase (decrease) in Contract Price:
\$ 15,540.00

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times:

Substantial Completion: 0 days;

Ready for final payment: 0 days.

RECOMMENDED:

AE2S

ENGINEER

By: Kath J. Hall

AUTHORIZED:

City of Fargo

OWNER

By: B. Hall

Other than the change in contract price shown above, CONTRACTOR shall not make any additional claims related in any way, shape, or form to this work change directive.

Fargo, North Dakota
Sheyenne River Pump Station Improvements

WORK CHANGE DIRECTIVE**INSTRUCTIONS**

A. GENERAL INFORMATION

This document was developed for use in situations involving changes in the Work which, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Price or the Contract Times. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order.

For supplemental instructions and minor changes not involving a change in the Contract Price or the Contract Times a Field Order should be used.

B. COMPLETING THE WORK CHANGE DIRECTIVE FORM

Engineer initiates the form, including a description of the items involved and attachments.

Based on conversations between Engineer and Contractor, Engineer completes the following:

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT PRICE: Mark the method to be used in determining the final cost of Work involved and the estimated net effect on the Contract Price. If the change involves an increase in the Contract Price and the estimated amount is approached before the additional or changed Work is completed, another Work Change Directive must be issued to change the estimated price or Contractor may stop the changed Work when the estimated time is reached. If the Work Change Directive is not likely to change the Contract Price, the space for estimated increase (decrease) should be marked "Not Applicable".

Once Engineer has completed and signed the form, all copies should be sent to Owner for authorization because Engineer alone does not have authority to authorize changes in Price or Times. Once authorized by Owner, a copy should be sent by Engineer to Contractor. Price and Times may only be changed by Change Order signed by Owner and Contractor with Engineer's recommendation.

Paragraph 10.03.A.2 of the General Conditions requires that a Change Order be initiated and processed to cover any undisputed sum or amount of time for Work actually performed pursuant to this Work Change Directive.

Once the Work covered by this directive is completed or final cost and times are determined, Contractor should submit documentation for inclusion in a Change Order.

THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT PRICE OR CONTRACT TIMES. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.

SWANBERG CONSTRUCTION, INC

BUILDING-MUNICIPAL/HEAVY CONTRACTORS

Phone: 701-845-6946
Fax No: 701-845-8999

250 Central Ave S
PO Box 728
Valley City, ND 58072-0728



April 13, 2018

AE2S
3101 Frontage Road S
Moorhead, MN 56560

Attn: Richard Wagner

RE: Sheyenne Pump Station
Fargo, ND

Gentlemen:

The following is a cost breakdown to substitute Trane CU 1-2 for a lower temperature Heatcraft Low Ambient CU 1-2. Includes Units and installation, Repair of block and brick cored for original units. Optional Warranty.

Dakota Plains Mechanical (See Proposal Breakdown)	\$14,130.00
Overhead & profit	<u>1,410.00</u>
Total Cost	<u>\$15,540.00</u>

*Add \$1700 to total cost for extended warranty

Sincerely,

Jacob Swanberg
Swanberg Construction, Inc.



Proposal

To: Swanberg Construction

Date: 4/12/2018

change

Site: Sheyenne River Pump Station CU 1-2

Description: Remove Trane CU 1-2 from project plans and substitute with Heatcraft Low Ambient CU 1-2

Includes

- Low Ambient CU 1-2
- Repair and replace interior block and exterior brick to patch original holes for 2 circuit original Trane CU's

Deduct-Original Trane CU's cost \$8,230.00

Add-Heatcraft Low Ambient CU's cost \$20,480.00

Add-Replace R-410A original TXV with R-448A TXV \$95 x 4=\$380.00

Add-Repair and replace interior block and exterior brick=\$1,500.00

Option to add 4 year extended warranty on CU compressor=\$850x2=\$1700

Total additional cost=\$14,130.00

Option for compressor extended warranty=\$1700

Signature: _____

Submitted by: Kyle Jorissen

kyle@dakotaplainsmech.com

Cell 701-367-7134

Dakota Plains Mechanical

Thank You

WORK CHANGE DIRECTIVE

No. 2

DATE OF ISSUANCE June 25, 2018

EFFECTIVE DATE June 27, 2018

OWNER City of Fargo

CONTRACTOR Swanberg Construction, Inc.

Contract: Contract No. 1 - General Construction

Project: Sheyenne River Pump Station Improvements

OWNER's Contract No. WA 1510

ENGINEER's Project No. P00803-2013-010

You are directed to proceed promptly with the following change(s):

Description:

Remove intake screen, install steel blank plate in the Sheyenne River Intake to stop river water from flowing into the intake structure, and pump water from wet well and intake dry. A larger pump was needed than originally anticipated because of a faulty sluice gate.

Purpose of Work Change Directive:

It was determined that one of the four intake screens had a faulty sluice gate and could not be closed entirely. This results in water entering the intake structure. The work described in Work Change Directive No. 2 is needed in order to perform the intake and wet well cleaning and to install the wash down spray systems.

Attachments: (List documents supporting change)

Swanberg Construction, Inc. Cover Letter

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Contract Price:

Unit Prices

Lump Sum

Cost of the Work

Estimated increase (decrease) in Contract Price:
\$ 5,181.00

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times:
Substantial Completion: 0 days;
Ready for final payment: 0 days.

RECOMMENDED:

AE2S

ENGINEER

By: Kell J. Gish

AUTHORIZED:

City of Fargo

OWNER

By: A. B. Hall

Other than the change in contract price shown above, CONTRACTOR shall not make any additional claims related in any way, shape, or form to this work change directive.

Fargo, North Dakota
Sheyenne River Pump Station Improvements

SWANBERG CONSTRUCTION, INC

BUILDING-MUNICIPAL/HEAVY CONTRACTORS

Phone: 701-845-6946
Fax No: 701-845-8999

250 Central Ave S
PO Box 728
Valley City, ND 58072-0728



June 25, 2018

AE2S
3101 Frontage Road S
Moorhead, MN 56560

Attn: Richard Wagner

RE: Sheyenne Pump Station
Fargo, ND

Gentlemen:

The following is a cost breakdown to remove and replace intake filters.

Crane time and rigging		\$1,600.00
Labor		1,280.00
Mobilize and set up 6" Thompson Pump		980.00
Rent & Fuel \$650/day		650.00
Travel & Subsistence		<u>200.00</u>
	Sub-total	\$4,710.00
Overhead & Profit		<u>471.00</u>
	Total Cost	<u>\$5,181.00</u>

Sincerely,

Mark Swanberg
Swanberg Construction, Inc.

REPORT OF ACTION

UTILITY COMMITTEE

29

Project No. WA1851

Type: Project WA1851 Sole Source
Raw Water Quality Panel

Location: Water Treatment Plant

Date of Hearing: 8/23/18

<u>Routing</u>	<u>Date</u>
City Commission	8/27/18
Project File	

Troy Hall, Water Utility Director, presented the attached memorandum related to sole sourcing a raw water quality panel with Integrated Process Solutions (IPS) under Project WA1851 - Membrane Water Treatment Plant (MWTP) city-provided items. The instrumentation on this panel will serve as an early warning for river quality changes and contamination. It will also help with treatment cost optimization in addition to treatment process and WTP settings. This panel was originally in the 2nd bid of the MWTP, but was removed via change order because of the installation location and timing with a related flood protection project. Water Utility have found an alternate installation location and think the instrumentation information will be very valuable to operations. IPS was competitively selected and has provided water quality panels for three other recent projects. Water Utility staff recommends approval of the sole source with Integrated Process Solutions (IPS) for \$45,816.


Water Utility staff requests that the raw water quality panel be paid with cash through Fund 501/Division 3055 for rate funded infrastructure under Project Code WA1851. This sole source with IPS was also approved by the Finance Committee in addition to Utility Committee.

MOTION:

On a motion by Jim Hausauer, seconded by Bruce Grubb, the Utility Committee voted to approve the sole source with Integrated Process Solutions (IPS) for a raw water quality panel in the amount of \$45,816.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				X
				Proxy
Anthony Gehrig, City Commissioner				
Kent Costin, Director of Finance	X			
Brian Ward, Water Plant Supt.	X			
Don Tucker, Wastewater Plant Supt.	X			
Bruce Grubb, City Administrator	X			
Scott Liudahl, City Forester	X			
Terry Ludlum, Solid Waste Utility Director	X			
James Hausauer, Wastewater Util. Director	X			
Troy Hall, Water Utility Director	X			
B Ben Dow, Public Works Operations Director	X			
Brenda Derrig, Assistant City Engineer				

ATTEST:



Troy B. Hall
Water Utility Director

C: Mayor Mahoney
Commissioner Strand
Commissioner Piepkorn
Commissioner Grindberg

MEMORANDUM
August 20, 2018

To: Utility Committee

From: Troy B. Hall, Water Utility Director *TBH*

Re: Sole Source Raw Water Quality Panel for Project WA1851

Water Utility staff is requesting sole source approval for the construction of a raw water quality panel to be located in the Pre-Treatment area of the Lime Softening Water Treatment Plant (LSWTP). The sole source request is with Integrated Process Solutions, Inc. (IPS) in the amount of \$45,816. This panel was in the 2nd bid of the Membrane Water Treatment Plant (MWTP) project to be specifically located in the Red River Pump Station (RRPS). However, it was removed via change order from the MWTP project when it was determined that a flood protection related project will occur at the RRPS within the next couple of years. Water Utility staff sees the need and value of the information provided from the instrument and recommends adding the panel now. The project will be funded with Fund 501 through Project WA1851.

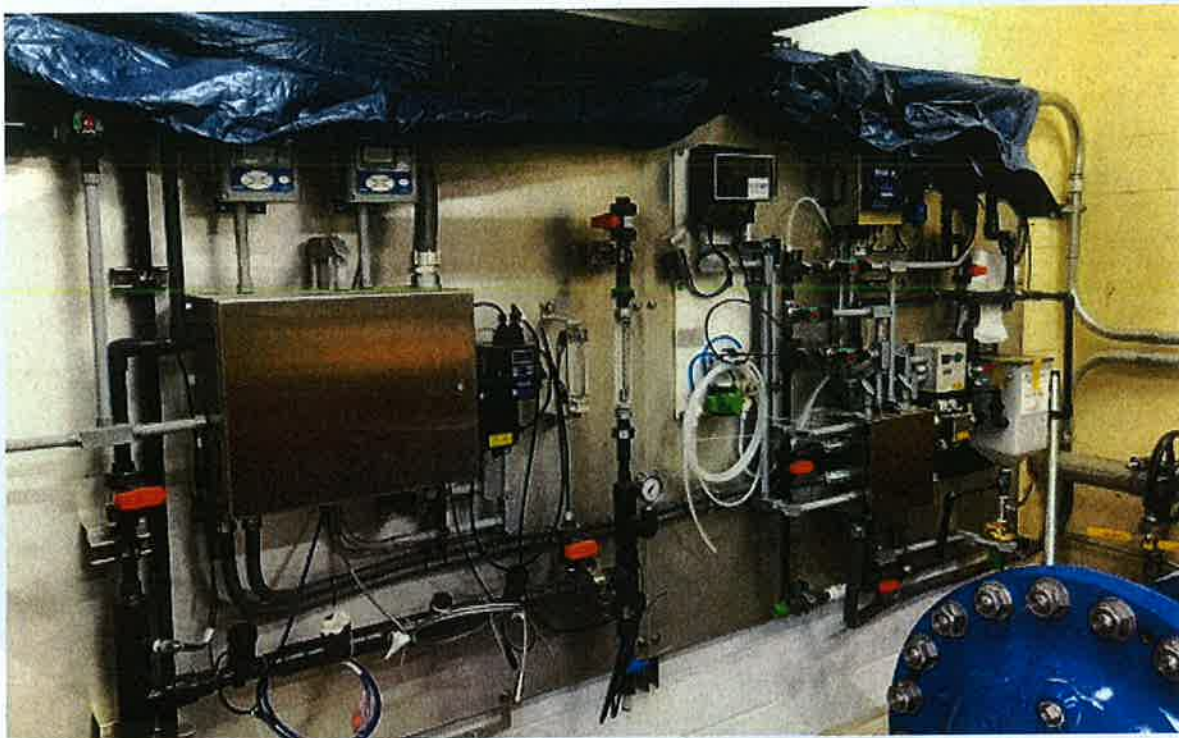


Photo of a Raw Water Instrumentation panel being installed at the Sheyenne River Pump Station. The panel under this sole source request would be very similar to the one pictured.

The following bullets provide relevant information related to the sole source request for Integrated Process Solutions, Inc. (IPS):

- IPS has been competitively selected to construct and provide water quality panels for other City of Fargo Water Utility Projects including:
 - Membrane Water Treatment Plant
 - West Fargo Booster Pumping Stations
 - Sheyenne River Pumping Station
- With the past experience of IPS with Water Utility related to standards for construction, there would be a very limited learning curve or chance for miscommunications leading to rework and cost changes.
- The Finance Committee approved this sole source request on August 13, 2018.
- The addition of the raw water quality monitoring instrumentation will assist WTP staff in treatment process selection related to water quality and production costs.
 - The proposed 2019 budget includes \$6.25 million for treatment chemicals, electricity, and residuals handling.
 - This averages over \$17,000 daily to treat water to drinking water standards.
- The instrumentation on this panel will be trended in real-time on the control system and act as an early warning system for river water contamination or quality changes.
- According to the proposal, the Water Utility will provide the water quality instruments for the panel. IPS will purchase all of the electrical and plumbing components in addition to constructing the panel.
- The sole source proposal with Integrated Process Solutions, Inc. (IPS) is for \$45,816. Water Utility staff has investigated this matter and thinks the attached proposal is reasonable compared to past proposals, invoices, and bidding information.

Financial Considerations

The construction of the water quality panel will be funded with Fund 501 through Project WA1851. This project code is for City-Provided or cash funded MWTP costs.

SUGGESTED MOTION:

Approve sole source of Integrated Process Solutions, Inc. for the construction of a raw water quality instrumentation panel in the amount of \$45,816 to be paid with Fund 501.

Your consideration in this matter is greatly appreciated.



Integrated Process Solutions, Inc.

Corporate Office: PO Box 26, Fosston, MN 56542

34696 412 St. SE
Fosston, MN 56542
218.435-1703

6145 235 St. W
Farmington, MN 55024
612.791.6998

606 Cooper Road
Waunakee, WI 53597
608.849.4375

July 30, 2018

City of Fargo - Jason Halsne

RE: Fargo Raw Water Pumping Station

Dear Jason,

Integrated Process Solutions, Inc. is pleased to provide the following proposal for a water quality station for the Sheyenne Raw Water Pumping Station. Our proposal is based on plans and specifications provided by AE2S and our experience and knowledge of the City of Fargo's standards. We offer the following for your consideration:

Quantity one (1) Raw Water WQ Station including:

Qty 2 - 50"x 48"x 3/8" Brushed Aluminum Back Board
Junction Boxes and Terminals as Required
Sediment Trapper Filter – Rusco
Miscellaneous Fittings

Services

Engineering
3-Dimensional Color System Drawings
Submittals
Panel Fabrication & UL Listing
Factory Testing
Freight to the City of Fargo
One Year Warranty Parts and Labor

Owner Provided Equipment

Fluorometer (Blue Excitation) – Turner Designs
Fluorometer (Red Excitation) – Turner Designs
Oil In Water Monitor – Turner Designs Hydrocarbon Instruments
UV254, TOC, DOC, Turbidity Monitor – i::scan
pH/Temp – Rosemount
Conductivity - Rosemount
Turbidity – Global Water
Self-Cleaning Analyzer Filter System – Rotorflush

The total price for this proposal is **\$45,816.00** net, Excluding ND State and Local Use Tax.

Thank you for the opportunity to provide our proposal to you for your consideration. Should you have questions or require further information concerning this proposal, please contact me at 218-435-1703.

We look forward to earning your business,

A handwritten signature in cursive script, appearing to read "Peter J. Nelson".

Peter J. Nelson

Integrated Process Solutions, Inc.

31

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-18-E1 Type: Change Order #2
Location: Great Northern Drive Date of Hearing: 8/20/2018

Routing Date
City Commission 8/27/2018
PWPEC File X
Project File Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, for Change Order #2 in the amount of \$15,600.00, bringing the total contract amount to \$2,210,166.27. The work being done is to clear a path for XCEL Energy to bring a new high voltage power line to Fargo. XCEL Energy will reimburse the City for costs relating to clearing the boulevards of utilities and restoring the street.

Staff is recommending approval of Change Order #2 in the amount of \$15,600.00 (to be reimbursed by XCEL Energy) bringing the total contract amount to \$2,210,166.27.

On a motion by Kent Costin, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #2 to Dakota Underground.

RECOMMENDED MOTION

Approve Change Order #2 in the amount of \$15,600.00 to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Infrastructure Sales Tax/XCEL Reimbursement

Table with 2 columns: Question, Yes/No. Rows include Developer meets City policy for payment of delinquent specials, Agreement for payment of specials required of developer, 50% escrow deposit required.

COMMITTEE

Table with 5 columns: Name, Present, Yes, No, Unanimous. Lists committee members and their voting status.

ATTEST:

Signature of Brenda E. Derrig, P.E., City Engineer

C: Kristi Olson

Memorandum

To: PWPEC
From: Roger E. Kluck, PE, CFM Civil Engineer II
C: Jody Bertrand, Brenda Derrig, Tom Knakmuhs
Date: August 15, 2018
Re: **Improvement District No. BR-18-E1 – Water Main Replacement, Storm Sewer Replacement, Street Reconstruction & Incidentals; Change Order No. 2**

Background:

Project BR-18-E1 bids were opened on April 18, 2018 and the project awarded to Dakota Underground by the City Commission. Construction started on May 7, 2018. The project consists of storm sewer relocation on Great Northern Drive from 25th Street N to 17th Street N and water main relocation on 17th Street N from Great Northern Drive/8th Avenue N to 7th Avenue N. The storm sewer along the north side of Great Northern Drive is being moved from the boulevard into the street. On 17th Street, the water main in the west boulevard is being moved into the street. This work is being undertaken to clear a path for XCEL Energy to bring a new high voltage power line to Fargo. XCEL Energy will reimburse the City for the costs relating to clearing the boulevards of utilities and restoring the street. In addition to reconstructing the north half of Great Northern Drive for the storm sewer relocation, the south half of the street will be reconstructed and sidewalk will be added from 25th Street to 21st Street.

This change order (attached) covers the cost of replacing pavement panels on parts of the south half of Great Northern Drive from 18th Street to 21st Street. During installation of the new storm sewer in this section, sanitary sewer services and water services were found that were previously unmapped. For the active sanitary sewer services, adjustments were required in the saddle attachment at the main requiring removal of additional concrete pavement panels to get to the main and complete the adjustment. It was also decided in this area to replace the centerline sanitary manhole covers with floating manhole-designed castings to meet new design standards. The new design standards help prevent random cracking in new concrete over past design standards. This added removal and replacement will require manual paving rather than a machine pours as planned in the bid documents. The Contractor's costs to hand pour are substantially higher than machine pour. This increase in cost is reflected in the change order and is reasonable when compared to other active City projects. The costs to deal with the unmapped utilities will come through separately in a future change order. Those costs were kept track of on a time and material basis and the costs are being assembled for City review. XCEL Energy will pay for this Change Order #2, as well as the subsequent change order costs.

Recommended Motion

To approve the requested Change Order #2 for \$15,600.00.

REK/klo

*Street Lighting
 Sidewalks*

*Design & Construction
 Traffic Engineering*

*Truck Regulatory
 Flood Plain Mgmt.*

*Mapping & GIS
 Utility Locations*



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No BR-18-E1 Change Order No 2
 Project Name Water Main Replacement, Storm Sewer Replacement, Street Reconstruction & Incidentals
 Date Entered 8/16/2018 For Dakota Underground Co Inc

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

EXPLANATION OF CHANGE: Added remove and replace concrete pavement due to unknown utilities requiring relocation

This change order covers the cost of removing and replacing concrete panels on parts of the south half of Great Northern Drive due to needing to adjust unknown utilities found during storm sewer installation.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Paving	116	Rem & Repl Pavement 9" Thick Doweled Conc	SY	0.00	0.00	0.00	130.00	130.00	120.00	15,600.00
									Paving Sub Total (\$)	15,600.00

Summary

Source Of Funding General Infrastructure Funds - 401

Net Amount Change Order # 2 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

15,600.00
12,941.47
2,181,624.80
2,210,186.27

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
10/15/2018		0.00	0.00	10/15/2018	

Description

APPROVED *[Signature]* 8-16-18 APPROVED DATE



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

For Contractor

Danotes Underwood Co
Title *of P. Co. manager*

Department Head

[Signature] 8/21/18

Mayor

Attest

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

32

Improvement District No. BN-17-H1 Type: Final Balancing Change Order #3

Location: Cottagewood 3rd Addition Date of Hearing: 8/20/2018

<u>Routing</u>	<u>Date</u>
City Commission	<u>8/27/2018</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Leonard</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, for Final Balancing Change Order #3 in the amount of \$5,371.28, bringing the total contract amount to \$685,362.31.

Staff is recommending approval of Final Balancing Change Order #3.

On a motion by Kent Costin, seconded by Ben Dow, the Committee voted to recommend approval of Final Balancing Change Order #3.

RECOMMENDED MOTION

Approve Final Balancing Change Order #3 in the amount of \$5,371.28 to Fox Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	<u>N/A</u>
Agreement for payment of specials required of developer	<u>N/A</u>	<u>N/A</u>
Letter of Credit required (per policy approved 5-28-13)	<u>N/A</u>	<u>N/A</u>

COMMITTEE

- Tim Mahoney, Mayor
- Nicole Crutchfield, Director of Planning
- Steve Dirksen, Fire Chief
- Bruce Grubb, City Administrator
- Ben Dow, Director of Operations
- Steve Sprague, City Auditor
- Brenda Derrig, City Engineer
- Kent Costin, Finance Director

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u><input checked="" type="checkbox"/></u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson



ENGINEERING DEPARTMENT
200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: Feng@FargoND.gov

Memorandum

To: Members of PWPEC
From: Jason Leonard, Project Engineer
Date: August 16, 2018
Re: Improvement District #BN-17-H1 – Final Balancing Change Order #3

Background:

Improvement District #BN-17-H1 is located on 50th Ave S between 38th and 42nd St S. This project was designed and is being administered by Houston Engineers.

Attached is Final Balancing Change Order #3 in the amount of \$5,371.28 for Improvement District #BN-17-H1 that reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

The original contract bid price for this project was \$677,199.75 and this FBCO will bring the project final amount to \$685,362.31 (1.02% Increase). This Improvement District is 100% Special Assessed.

Recommended Motion:

Approve Final Balancing Change Order #3 in the amount of \$5,371.28 to Fox Underground Inc.

JTL/klo
Attachment

C: Thomas Knakmuhs

*Street Lighting
Sidewalks*

*Design & Construction
Traffic Engineering*

*Truck Regulatory
Flood Plain Mgmt.*

*Mapping & GIS
Utility Locations*



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No: BN-17-H1 Change Order No: 3
 Project Name: Sanitary Sewer, Water Main, Storm Sewer, Asphalt Pavement, Concrete Curb & Gutter, Street Lighting &
 Date Entered: 8/13/2018 For: Fox Underground

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

EXPLANATION OF CHANGE: FINAL BALANCING CHANGE ORDER

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Storm Sewer	26	F&I Pipe 12" Dia Reinf Conc	LF	322.00	0.00	322.00	25.00	347.00	17.00	425.00
	32	F&I Pipe w/GB 15" Dia Reinf Conc	LF	64.00	0.00	64.00	32.00	96.00	34.00	1,088.00
	33	F&I Pipe w/GB 18" Dia Reinf Conc	LF	32.00	0.00	32.00	-32.00	0.00	38.00	-1,216.00
Storm Sewer Sub Total (\$)										297.00
Paving	48	Remove Curb & Gutter	LF	360.00	0.00	360.00	21.00	381.00	7.00	147.00
	50	F&I Pavement 8" Thick Reinf Conc	SY	104.00	0.00	104.00	16.00	120.00	70.00	1,120.00
	51	F&I Sidewalk 4" Thick Reinf Conc	SY	351.00	0.00	351.00	4.50	355.50	38.00	171.00
	52	F&I Sidewalk 6" Thick Reinf Conc	SY	20.00	0.00	20.00	41.50	61.50	100.00	4,150.00
	53	F&I Det Warn Panels Cast Iron	SF	63.00	0.00	63.00	9.00	72.00	43.00	387.00
54	F&I Aggregate for Asph Pavement FAA 43	TON	1,121.00	0.00	1,121.00	8.46	1,129.46	39.00	329.94	
55	F&I Asphalt Cement PG 58-34	GAL	16,125.00	0.00	16,125.00	-1,560.58	14,564.42	3.00	-4,661.74	
58	GV Box to Grade - Blvd	EA	3.00	0.00	3.00	1.00	4.00	175.00	175.00	
65	F&I Curb & Gutter Standard (Type II)	LF	255.00	0.00	255.00	83.50	338.50	25.00	2,087.50	
Paving Sub Total (\$)										3,885.70
Street Lighting	71	F&I Light Standard Type A	EA	8.00	0.00	8.00	-1.00	7.00	1,500.00	-1,500.00
	85	* Street Light Extra Work	LS	0.00	0.00	0.00	1.00	1.00	4,500.68	4,500.68
Street Lighting Sub Total (\$)										3,000.68
Misc.	76	Mulching Type 2 - Straw	SY	8,760.00	0.00	8,760.00	-7,729.00	1,031.00	0.20	-1,545.80

33

REPORT OF ACTION

CONSULTANT SELECTION COMMITTEE

Requesting: CONSULTING ENGINEERING SERVICES

Proposal Improvement District No. BN-20-A0

Location: N University Drive – 32nd Ave N to 40th Ave N

Date of Hearing: 8/22/2018

Requested Services: Environmental Clearance and Preliminary Design for Street Reconstruction Project

<u>Routing</u>	<u>Date</u>	Proposals were received from the following consultants: Houston Engineering Moore Engineering Apex Engineering Group KLJ Stantec
City Commission	<u>8/27/2018</u>	
Consultant File	<u> </u>	
Project File	<u> X </u>	
Petitioners	<u> </u>	
Selection Committee	<u> X </u>	

The Selection Committee evaluated proposals based on the criteria outlined within the RFP. The evaluated criteria were:

<u>Selection Criteria</u>	<u>Points</u>
Understanding of Project Objectives	10
Project Team's Experience with Similar Sized Projects	25
Project Team's Past Performance on Other Local Projects	25
Expertise of the Technical and Professional Staff assigned to Project	25
<u>Cost Proposal</u>	<u>15</u>
Total	100

This project includes the environmental clearance documents and preliminary planning for the reconstruction of University Drive between 32nd Avenue N and 40th Avenue N. A preliminary survey, roadway and utility alignment, and determining right-of-way requirements will be part of this project. This project is anticipated to be under construction in year 2020.

The purpose of this project is to reconstruct the roadway and bring it up to urban road standards. Pedestrian safety is the biggest concern on this one-mile stretch of road. There is no existing storm sewer system; this stretch of roadway utilizes ditches, which drain to a legal drain near the south end of the project. The plan for the project is to install curb and gutter with the project to collect the roadway drainage while also using ditches for some of the drainage. There is no water main in this stretch of roadway; we are planning to have it installed with the project. There is an existing sanitary sewer; it should be in good condition - this will be televised to determine what the actual condition is. There are two larger intersections along the corridor, at 32nd Ave N and 40th Ave N. The intersection at 32nd Ave N currently meets traffic signal warrants; a permanent system will be installed at this intersection as part of this project. The intersection at 40th Ave N has a 4-way stop controlled intersection; we are looking to install either a new traffic signal or a large diameter roundabout to assign right of way at this location. The consultant will also be responsible for coordinating all design requirements with both Hector International Airport personnel and the Federal Aviation Administration (FAA) and for obtaining all required FAA permits.

Staff met on August 22, 2018 to review proposals submitted for the project and selected Apex Engineering Group as the preferred firm for the project. The cost for this work is estimated to be \$183,000.

I have attached the proposal received from Apex Engineering Group for your review.

RECOMMENDED MOTION

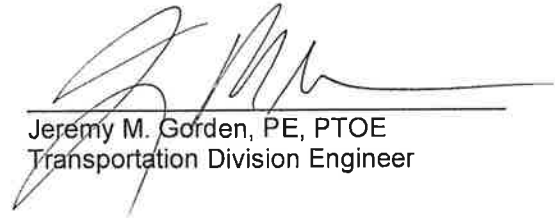
Concur with the Consultant Selection Committee and recommend contract award for consulting services to Apex Engineering Group.

Selection Committee ROA
8/22/2018 -- Page 2

COMMITTEE

Tom Knakmuhs, Division Engineer – Construction
Brenda Derrig, City Engineer
Jeremy Gorden, Division Engineer - Transportation
Ron Solberg, Civil Engineer II – Transportation

Present	Yes	No	Unanimous
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	



Jeremy M. Gorden, PE, PTOE
Transportation Division Engineer

C: Jeremy McLaughlin (HEI), Matt Kinsella (Apex), Travis Wieber (KLJ), Nick Gludt (Moore), Joel Paulsen (Stantec)

Attachment



August 17, 2018

Statement of Proposal for Engineering Services

Project No. BN-20-A0
N University Drive Street Reconstruction Project
32nd Avenue N to 40th Avenue N (Cass Co 20)

City of Fargo, North Dakota



4733 Amber Valley Parkway South
Fargo, ND 58104

Matt Kinsella, PE

Project Manager

Matt.Kinsella@ApexEngGroup.com

Dain Miller, PE

Principal in Charge

Dain.Miller@ApexEngGroup.com

August 17, 2018

Office of the City Auditor
Fargo City Hall
200 3rd Street N
Fargo, ND 58102



701.373.7980 (o) 701.373.7981 (f)
4733 Amber Valley Parkway South
Fargo, ND 58104
Established: 2010
Subchapter S Corporation

RE: Engineering Services for Project No. BN-20-A0, North University Drive Street Reconstruction Project, 32nd Ave N to 40th Ave N (Cass Co 20)

Dear Selection Committee:

Apex Engineering Group is pleased to submit our qualifications and proposal for engineering services on the North University Drive Street Reconstruction Project extending from 32nd Avenue North to 40th Avenue North. Since the inception of Apex over eight years ago, it has been our privilege to work with the City of Fargo on your important urban reconstruction projects. The corridors on 13th Avenue South, 12th Avenue North, and 32nd Avenue South have changed dramatically - and for the better. These projects were challenging, and that's exactly what keeps us motivated at Apex. Another opportunity awaits our experienced team. We are confident you will agree Apex is the right fit for this project.

- **Our Goal** Our goal for this project is to complete the environmental clearance process as efficiently and quickly as possible, in order to leave you adequate time to complete the design in-house in 2019. To do this, we have assembled another strong team to serve the city.
- **Project Manager** Matt Kinsella, PE will be the Project Manager and will drive the schedule. He will focus on utility coordination, public involvement, the environmental document, easement coordination and communication with City of Fargo staff.
- **Familiar Team** Our team will include names you are very familiar with such as James Mickelson, PE, and Mike Johnson, Sr. Technician who were involved with 12th Avenue North, 13th Avenue South and 32nd Avenue South projects.
- **Stonebrooke Engineering** We are also excited to have Stonebrooke Engineering on our team to handle the traffic analysis, assist with roundabout analysis, and peer review. Stonebrooke is a leader in roundabout analysis and design in Minnesota with 50+ roundabouts under their belt.
- **Critical Elements for Project Success** Our proposal outlines the elements we believe are critical to success on this project which include dealing with the Riviera Heights mobile home park area and effectively coordinating with the FAA and Hector Airport.

Thank you for having the confidence in selecting Apex in the past and we look forward to discussing this project in more detail if you desire. Please call me at 701.373.7982 or Matt at 701.373.7987 with any questions regarding our proposal.

Sincerely,
Apex Engineering Group

Dain L. Miller, PE, Vice President, COO
Dain.Miller@ApexEngGroup.com

Matt Kinsella, PE, Project Manager
Matt.Kinsella@ApexEngGroup.com

The APEX Advantage

Experienced Project Leadership

Aggressive project schedules require seasoned and detail-oriented project managers. Those who have been there before, know what it takes to drive a project team forward on a tight time line while keeping quality high.

Matt Kinsella, PE, has shown the City of Fargo he can deliver. He's the right person to lead this team through the environmental document phase of the North University Drive project.

Local Urban Experts

Apex has had the opportunity to work on several high-profile urban reconstruction projects in the metro area over the last 5 years, from project planning phase to project construction:

- Fargo/West Fargo's 12th Avenue North
- Fargo/West Fargo's 13th Avenue - 12th Street E to 45th Street
- Fargo's 13th Avenue - 44th Street to 38th Street
- Fargo's 32nd Avenue South
- Moorhead's 20th Street South

We don't take these opportunities for granted. **We put seasoned staff in key positions on our project team to provide you with top-level service.** And with each project, we strive to consistently deliver a high-quality set of plans that are biddable and constructible. We take pride in trying to minimize change orders during construction by making sure during the design phase we ask the question, *"Can you build it that way?"*

Client Service

We know how busy you are. When you put a project out to RFP for consultants, it's because you need one less headache, not one more. It is our goal to provide you with the best service possible. Our clients have seen incredibly demanding projects go off without a hitch. We take ownership in your project so that you don't need to worry.

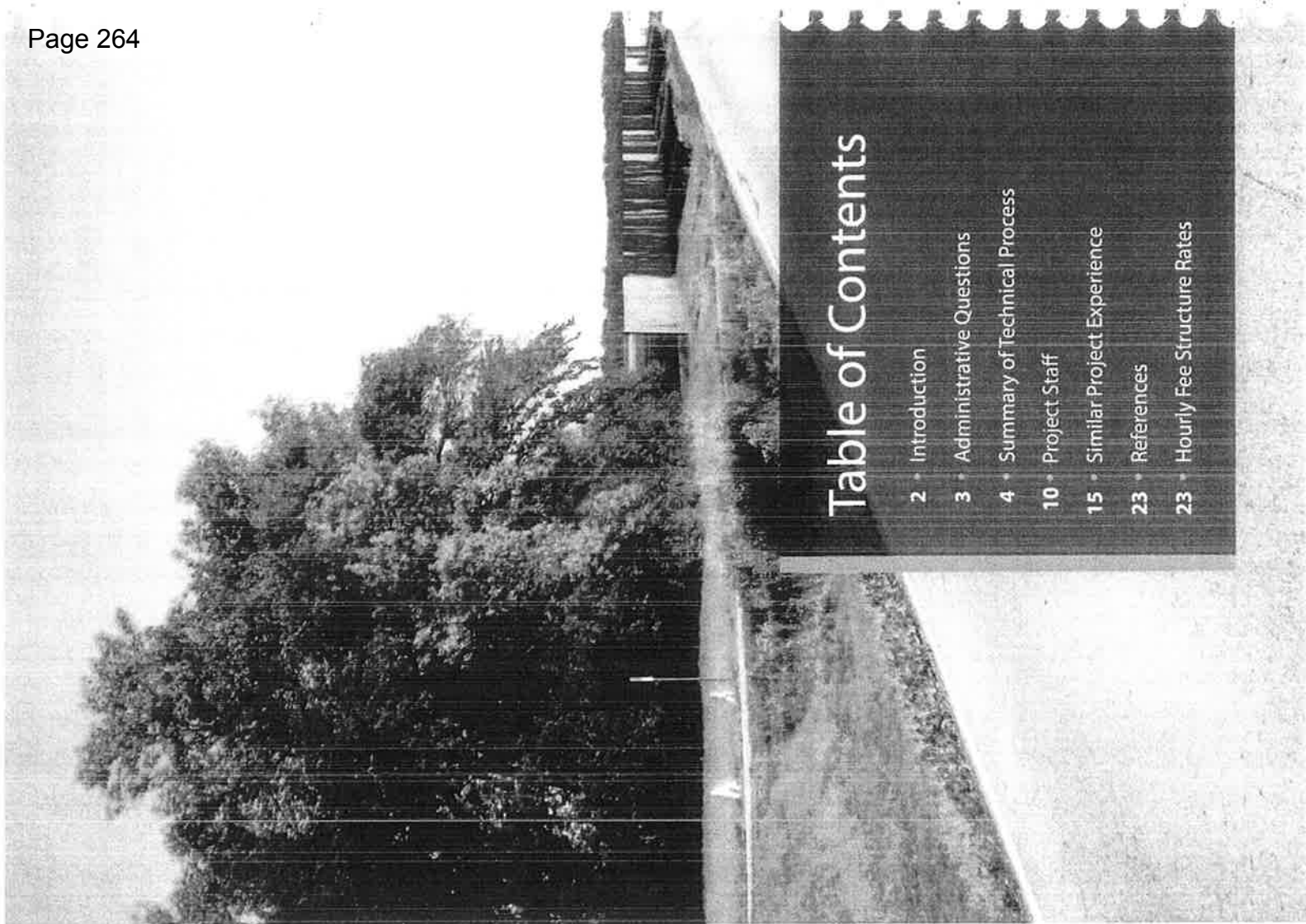
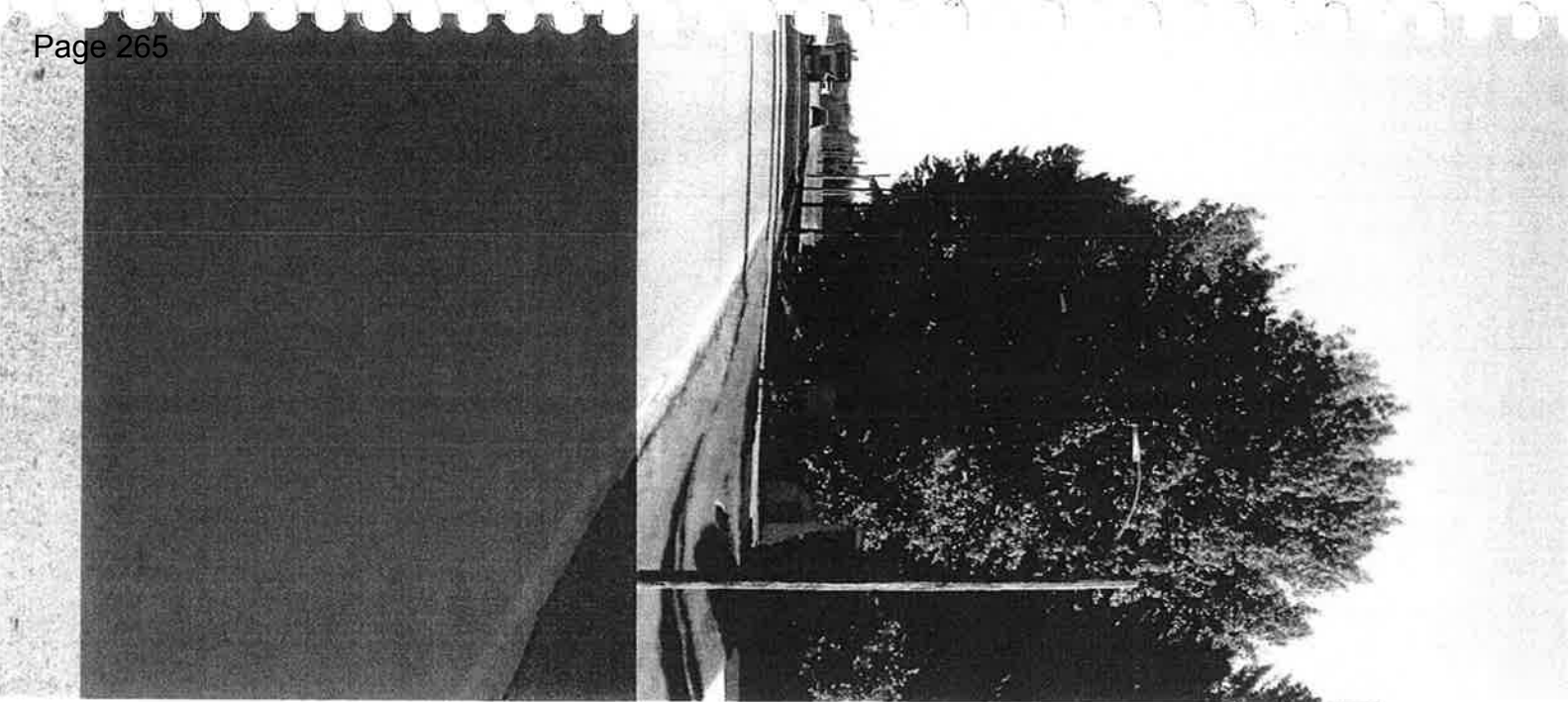


Table of Contents

- 2 • Introduction
- 3 • Administrative Questions
- 4 • Summary of Technical Process
- 10 • Project Staff
- 15 • Similar Project Experience
- 23 • References
- 23 • Hourly Fee Structure Rates



Introduction



701.373.7980 (o) 701.373.7981 (f)
4733 Amber Valley Parkway South
Fargo, ND 58104

Established: 2010
Subchapter S Corporation

Project Manager

Matt Kinsella, PE
701.373.7980 (o) 701.373.7987 (d) 701.306.8499 (c)
Matt.Kinsella@ApexEngGroup.com

Project Manager and Qualifications

Strong project management is the key to success. Technical leadership, design and oversight capabilities are important, but so too is the ability to drive teams to meet milestones, provide consistent communications with all parties, and achieve project consensus.

It is our Project Manager's role – not the client's role – to drive the project and ensure all parameters are met. At Apex, the title of project manager is earned and we take that role very seriously.

The project manager for the design phase of this project will be Matt Kinsella, PE. With **over 22 years of transportation engineering experience on both urban and rural roadways**, his reputation for leading projects is well documented and respected. Matt will be responsible for overall project coordination and communication between the city, public involvement, utility coordination, documented CatEx authors and easement and landowner coordination.

Matt was the project manager on the design of:

- Fargo/West Fargo's 13th Avenue from 12th Street E to 45th Street
- Fargo's 32nd Avenue South from 32nd Street to 42nd Street
- Fargo/West Fargo's 12th Avenue North from CR 19 to 45th Street
- Several high-profile projects for the North Dakota Department of Transportation

Subconsultants

Our subconsultant team members bring expertise in specific areas that will allow the project to be completed in an efficient manner:

- Traffic Operations/Roundabout Peer Review – Stonebrooke Engineering
- Wetland Delineation – Carlson McCain
- Cultural Resources – Juniper

Administrative Questions

Authorized Negotiator

Dain Miller, PE

4733 Amber Valley Parkway South

Fargo, ND 58104

Dain.Miller@ApexEngGroup.com

701.373.7980 (o)

701.373.7982 (d)

701.799.4005 (c)

Workload and Manpower Summary

We work diligently to balance our workload and staff. The timing of this RFP is perfect for our current capacity. **Our key project staff will be at least 50% available or more during the project schedule time frame.** James Mickelson is currently inspecting the 13th Avenue construction project for the city, but the bulk of that work will finish up by mid-October, leaving James available to jump into this North University Drive project.

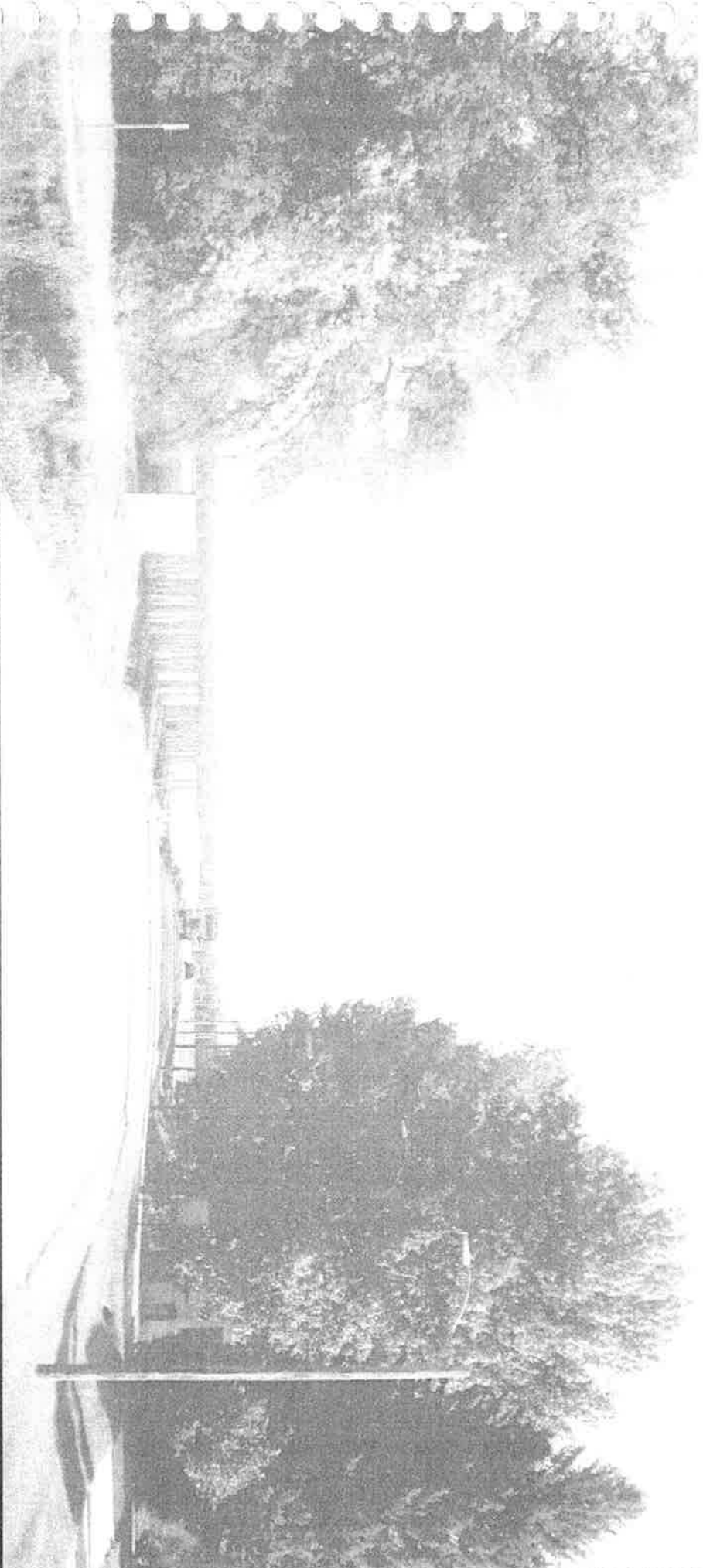
The project development timeline for this project will move quickly. To meet the requirements of the NDDOT environmental clearance process and ensure that the City of Fargo is provided with sufficient time to design this project next year, it will take a firm with availability, experience and dedication to ensure success. The relationships that Apex has made with agencies, stakeholders, project partners, and contractors will provide an overall project experience that breeds success. Apex leadership has a proven history of meeting deadlines, budgets and providing quality that you can count on.

Preliminary Design and Environmental Document Timeframe

September 2018 -- June 2019

Key Staff	Availability	Commitment Needed
Matt Kinsella	50%	30%
James Mickelson	60%	45%
Mike Johnson	60%	40%
Brent Muscha	50%	25%
Nick Gubbels	70%	20%
Chelsea Nible	40%	15%
Yang Liu	50%	20%

Summary of Technical Process



Summary of Technical Process

Project Understanding and Key Issues

To familiarize ourselves with issues on North University Drive, Apex observed field conditions by visiting the project site and we reviewed the pertinent planning documents and studies.

From a technical standpoint, the city's primary goals for this project are:

- ✓ Replace the roadway pavement on North University Drive – it has exceeded its useful life.
- ✓ Bring the roadway section and underground utility infrastructure up to current city urban standards.
- ✓ Improve corridor safety by eliminating the narrow roadway section with steep foreslopes and no shoulders, and install pedestrian/bicycle facilities through the entire corridor.

On projects like this, it is not only the technical issues which present challenges, but also the procedural requirements can potentially trip up a schedule as well. We understand the city intends to complete the design and bid documents in-house for this project. Knowing that, **Apex's goals for this RFP are:**

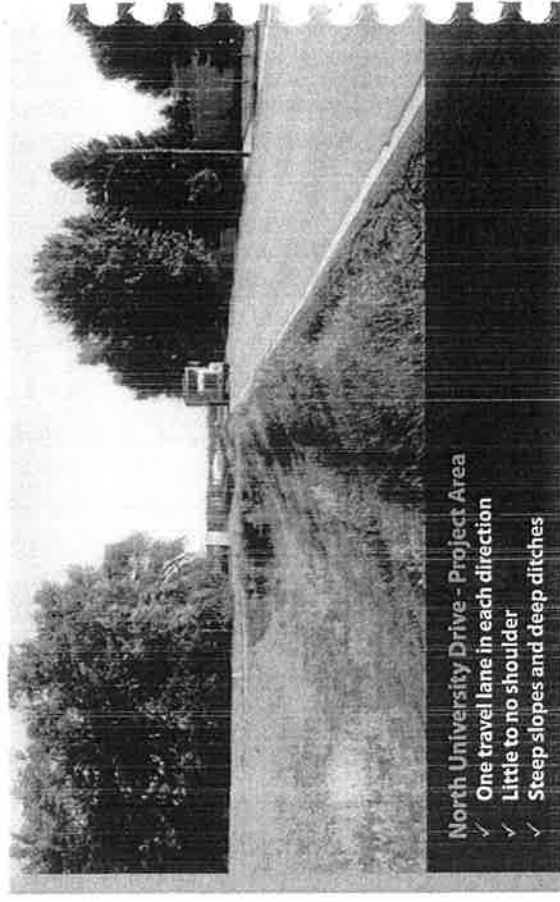
- Complete the environmental clearance process as efficiently and quickly as possible, allowing the city adequate time to complete the design in 2019.
- Make sure no stone is left unturned during this stage of project development, minimizing the chances of unwelcome surprises popping up during final design.

With these above goals in mind, we believe the following three project elements are most critical to achieving success:

- 1** Fitting a new roadway section and shared-use path at Riviera Heights mobile home park while minimizing right of way and tree impacts.
- 2** Working through intersection control alternatives at 32nd Ave N and 40th Ave N intersections.
- 3** Effective coordination with the FAA and Hector Airport and familiarity with NDDOT environmental process.

New Roadway Section/Right of Way and Property Issues

The existing North University Drive roadway is essentially a rural roadway section. The paved surface has room for only one travel lane in each direction with little to no shoulder width. The posted speed limit is 40 MPH with steep slopes and deep ditches on both sides of the road. These steep slopes do not provide adequate recovery opportunities for vehicles that leave the road. In addition, there is no sidewalk or path facilities north of the Riviera Heights southern entrance.



These deficiencies will be addressed by reconstructing North University Drive to the City of Fargo's urban street standards. This will include a 40'-wide street section with curb and gutter and a shared-use path on the east side of the roadway. Though we may be able to lower the roadway some, we anticipate a modified urban section will be needed on this corridor with some ditches and swales behind the curb and gutter to facilitate drainage.

Fortunately, Apex can draw on our experience with reconstructing rural sections into modified urban sections within tight ROW constraints – this was exactly what we did with the 12th Avenue North project for Fargo and West Fargo.

Designing modified urban sections can be tricky and often requires numerous iterations during the modeling process to get the grading and drainage to work correctly. Typically, we would want to lower the roadway as much as we can, but doing so usually involves constraints such as underground utilities, flood control considerations, etc. Finding the right balance among all the constraints can be a challenge. **Apex's experience with modified urban sections on the 12th Avenue North project will help us to be more efficient with the preliminary design modeling needed to generate impact data for the environmental document.**

Fitting this into the existing right of way will be a challenge, particularly through the area adjacent to Riviera Heights mobile home park. In addition to having a narrow ROW width of 40' from centerline, there are approximately 18 mobile homes situated very close to the property line. As shown in *Picture 1* to the right, numerous large trees line the property on the edge of the ROW. Ideally, for a modified urban section, we would like to get to 100' of right of way width to provide room for ditch grading and drainage.

Available ROW Along the Corridor

West Side

- 33' – but the airport fence is installed at 50' from centerline (*Picture 2*)
- Since the airport has already placed their fence further back from the ROW line, there may be opportunity to purchase this 17' strip of unused land and get to 50' ROW for the entire west side.

East Side

- 60' from 32nd Ave N to Monte Carlo Dr (*Picture 3*)
- Southern entrance to Riviera Heights
- 40' from Monte Carlo Dr to Gibraltar Ave (*Picture 4*)
- Northern entrance to Riviera Heights
- 33' from Gibraltar Ave to just north of 36th Ave N (*Picture 5*)
- Undeveloped area - opportunity to purchase additional 17' of land
- 50' from just north of 36th Ave N to 40th Ave N (*Picture 6*)

This would provide a minimum of 100' of ROW width everywhere except at Riviera Heights mobile home park, where we would have 90' of ROW width.



1 Riviera Heights Community
 ✓ Narrow right-of-way ✓ Homes close to property line
 ✓ Large trees



2 Available ROW - West Side
 ✓ Fence installed 50' from center line
 ✓ 33' Opportunity to purchase 17' of unused land may exist



3 Available ROW - East Side
 ✓ 60 feet • 32nd Ave N to Monte Carlo Dr



4 Available ROW - East Side
 ✓ 40 feet • Monte Carlo Dr to Gibraltar Ave



5 Available ROW - East Side
 ✓ 33 feet • Gibraltar Ave to just north of 36th Ave N



6 Available ROW - East Side
 ✓ 50 feet • 36th Ave N to 40th Ave N

Intersection Control Alternatives for 32nd Ave N and 40th Ave N

The main intersections on the project are 32nd Ave N and 40th Ave N. At the south project terminus, 32nd Ave N is currently controlled by a traffic signal. At the north end, 40th Ave N is an all-way stop control. (See Pictures 7 and 8 to the right.) Both intersections were included in a Intersection Control Evaluation (ICE) study conducted by the city in 2011. The study recommended a traffic signal at 32nd Ave N and a roundabout at 40th Ave N. **The traffic analysis will need to be refreshed for this project to determine the preferred traffic control alternative at each intersection.**

Apex brings recent roundabout design experience to this project with the 12th Avenue North/9th Street East roundabout in Fargo and West Fargo, as well as a new roundabout in Moorhead. **We are also excited to have Stonebrooke Engineering on our team to handle traffic analysis and assist with roundabout analysis and preliminary design. Kate Miner, PE, PTOE, has over 20 years of traffic industry experience and will lead Stonebrooke's day-to-day efforts.** Stonebrooke is a leader in roundabout analysis and design in Minnesota, with 50+ roundabouts under their belt.

To help guide the city and Project Review Committee to the desired preferred alternatives, it will be important to identify and flush out any issues at these intersections as early as possible.

Traffic Analysis

Our team will update the two Intersection Control Evaluations (ICE) that were completed in 2011 for the North University Drive/32nd Ave N and North University Drive/40th Ave N intersections. This task includes collecting 2018 turning movement counts at each location. The ICE documents will be updated based on the new data collected and will include new 2040 turning movement projections based

Options for Typical Section in Riviera Heights Area

Apex has developed the following options for the Riviera Heights area. We will work with the city to explore options these options and any others that may be feasible. **Finalizing the preferred typical section at Riviera Heights as early as possible in the process will be critical to keeping this project on schedule.**

A

SHIFT ROADWAY TO THE WEST

Since there will only be a shared-use path on the east side of North University Drive, we have some extra room on the west side that could be used to shift the road slightly (5-10 feet or so). This will provide a chance to fit in the shared-use path and east ditch/swale into the available ROW - possibly even minimizing impacts to the large trees.

B

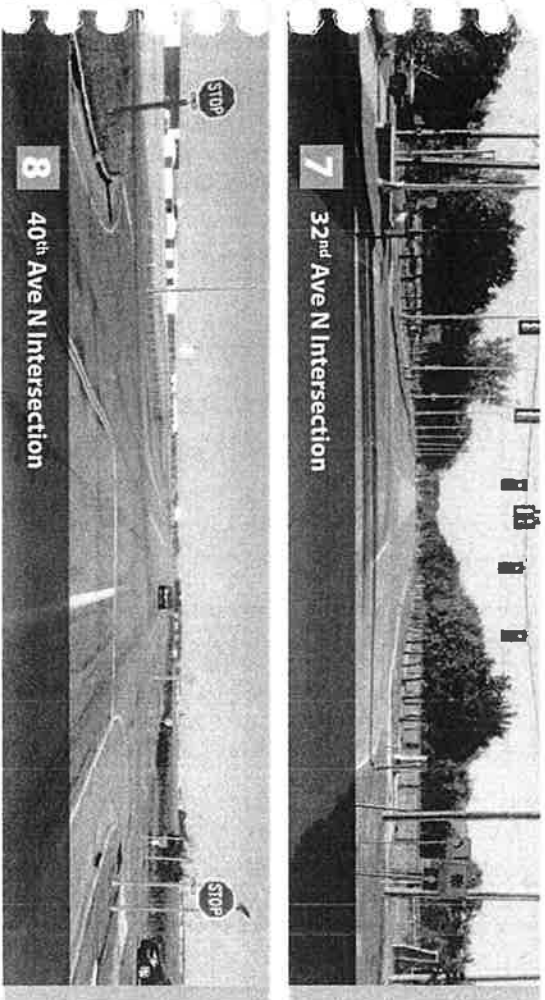
PURCHASE ADDITIONAL ROW FROM RIVIERA HEIGHTS

This would provide the additional room needed for the path and ditches/swales. However, property impacts would be significant as it would affect up to 18 mobile homes and could possibly require relocation. In addition, many mature trees would be impacted which will affect the aesthetics and neighborhood quality. If displacement and relocation are required, we will want to identify this as early as possible because following through with Federal requirements can be time-consuming process.

C

REDUCE BOULEVARD WIDTH BETWEEN CURB AND SHARED-USE PATH

The city typically likes to see a minimum 6' grass boulevard between the curb and path. This could be reduced to a 2' paved strip of stamped concrete for the 1,000' stretch along the Riviera Heights property to optimize the use of the existing ROW and minimize property and tree impacts.



off 2040 Projected AADTs provided by the Fargo-Moorhead Metro Council of Governments (Metro COG). Capacity analysis for each alternative at each location will be completed utilizing the latest version Synchro/SimTraffic for traffic signals and all-way stop analysis, RODEL will be utilized for roundabout analysis. Along with the volume and capacity updates, warrant analysis and safety analysis will also be updated for the current volumes.

The traffic analysis will be provided to the City of Fargo and will be incorporated into the environmental document.

Design Assistance for Preliminary Roundabout Design (Peer Review)

Stonebrooke will provide design assistance (peer review) to Apex while developing preliminary design for a planned roundabout at the intersection of North University Drive and 40th Ave N. Design assistance and review will include:

- Overall roundabout composition (circle size and location), which includes but is not limited to:
 - Positioning of the roundabout and approaching roadways.
 - Detailed site conditions and constraints that may have an impact on the roundabout design (i.e. need to accommodate oversize vehicles).
 - Design as it relates to the six geometric parameters used in the U.K. Empirical Method.
 - Intersection approach grades, sight distances and preliminary horizontal geometry.

- Approach alignment, splitter island geometry, lane configurations (number of lanes and length of proposed flare), lane assignments, and proposed pavement markings.
- Preliminary cross-sections of circular roadways and entryways including the height and slope of truck apron.
 - Truck turning capabilities.
- Fastest Path Analysis Review.
- Accommodations for other road users such as pedestrians and bicyclists, size of pedestrian refuge areas on splitter islands, crosswalks and setback of crossing locations.

Effective Coordination with FAA and Hector Airport

The Hector Airport property runs the entire west boundary of this project. Project success will rely on the selected firm's ability to effectively work with the FAA and airport, and to understand how that coordination fits into the NDDOT environmental clearance process. Apex is very familiar with NDDOT's process, typically completing 8-10 environmental clearance documents each year. In addition, we have project experience working alongside airports and coordinating with the FAA - most recently on the ND Hwy 19 project near the Devils Lake airport.

Knowing which FAA specifications and documents may apply to the project situation and which forms will be required will save time in critical, early stages of the project.

For example: typically, airport underground utilities do not show up on standard One Call locates. So, it is important to work with the FAA and airport directly because the FAA has several documents, regulations and specifications that address working in proximity to these facilities.

Some project elements in which we anticipate FAA/airport involvement include but are not limited to:

- Runway Operations Runway 9/27 is an east-west runway with flight paths that travel directly over North University Drive (near 36th Ave N intersection).
- Lighting The type and height of new lighting will need to be reviewed and approved by the airport authority and FAA to meet regulations for lighting

in the flight path. Apex has gone through this process before. Typically, **FAA Form 7460-1 Notice of Proposed Construction or Alteration** will need to be submitted with supporting documentation. The goal – obtaining a **“Determination of No Hazard to Air Navigation”** from FAA.

- **Security** The airport property is fenced along the west side of the roadway. If for any reason we would need to temporarily take down that fence for roadway construction purposes, we will need to work with the airport on a temporary security fencing plan.
- **Access** The airport has a gated access point along North University Drive and access points off 32nd Ave N and 40th Ave N which require use of hose intersections.
- **Utilities** Both airport utilities and private utilities along the corridor could be impacted by project work.

Other Project Elements

Pedestrian/Bicycle Facilities The 2016 Fargo-Moorhead Metropolitan Bicycle and Pedestrian Plan included construction of a shared-use path or North University Drive as a short-range project need. This project will include that shared-use path which will improve overall system connectivity. It will also address a major safety issue on this corridor – the lack of sidewalk or path facilities north of the Riviera Heights mobile home park.

City Utility Infrastructure This project provides an opportunity for the city to upgrade and improve its underground utilities along the North University Drive corridor. New watermain will be installed in the corridor with this project. There are some existing storm sewer facilities at the north end near the 40th Ave N intersection, otherwise, drainage is through the ditch system. Our work on 12th Avenue North included design and installation of a new storm sewer system to supplement and replace the existing rural ditch system.

Construction Phasing/Property Access The work zone traffic control plan will need to account for the following property access concerns:

- **Riviera Heights Mobile Park** Has only two access points, both of which are off North University Drive.
- **The North Dakota Army and Air National Guard** Operate out of the property directly southwest of the 32nd Ave N intersection. That intersection is one of their primary access points.

Riverwood and Highland Park Neighborhoods Use this stretch of North University Drive as a primary route in and out of the city. An alternate route to I-29, Cass County Road 20 (40th Ave N), will need to be used by these neighborhoods during construction.

Hector Airport Several access points in the vicinity could potentially be affected by project construction.

Environmental Considerations Our team will review the corridor for environmental concerns to be listed in the environmental document. Upon an initial review, items of concern include:

- **Wetlands** The presence of roadside ditches and the drain that runs through the southern part of the corridor increase the likelihood of significant wetland impacts on this project. The amount and degree of mitigation will depend on the jurisdictional determination by USACE. We anticipate needing to submit a 404 permit application for this project.
- **Environmental Justice** Riviera Heights mobile home park will need to be reviewed for potential low-income or other protected-status populations.
- **Noise** We are familiar with NDDOT’s Noise Policy and Guidance document. To require a full noise analysis, a project needs to meet the definition of a “Type I” project under that document’s guidelines.

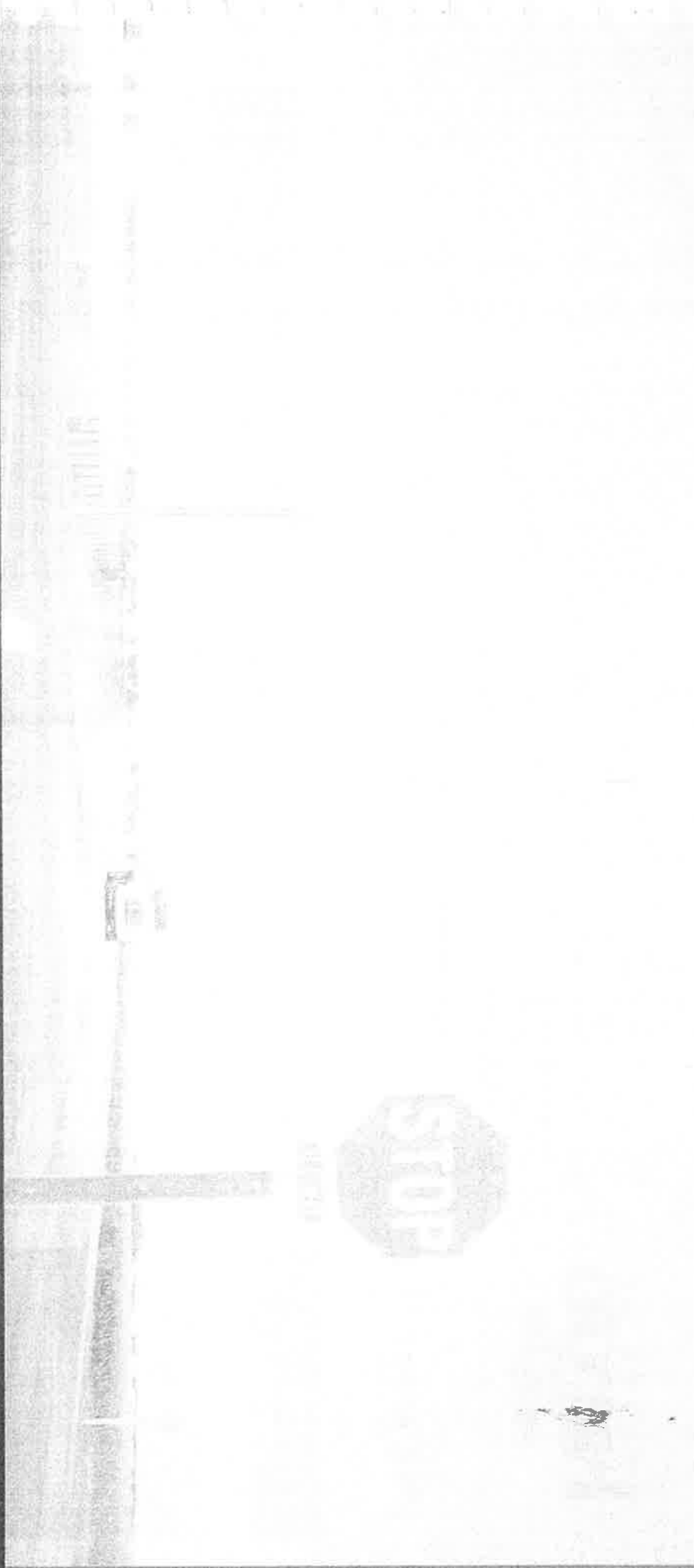
We have reviewed the criteria, and our initial determination is that the North University Drive project will probably not meet the definition of a Type I project, in which case a full noise analysis will not be required.

However, depending what alternatives are selected near Riviera Heights mobile home park, this could change during project development. For example, “Substantial Vertical Alteration” is a criterion if the project removes shielding between the receptor and the noise source. If a substantial number of the trees along the mobile home park need to be removed, it could potentially trigger a noise analysis under this criterion.

We have completed previous projects with NDDOT where several trees were removed in between noise receptors and the highway, and those projects were determined by NDDOT to not require a full noise analysis. In any event, the Apex team is prepared to work through this process with the City of Fargo and NDDOT.

We have designed and constructed some impressive urban projects during our careers and have led recent high-profile projects in the City of Fargo. The staff chosen to work on this project was selected because we know they have the availability, certifications and the right experience for the job. They will remain on the project in their respective roles until their assigned tasks have been completed.

Project Staff





Project Manager

• Matt Kinsella, PE

Principal in Charge

• Dain Miller, PE

QA/QC

• Josh Olson, PE
 • Dave Wood, PE
 • Jennifer Malloy, PE, CFM

Ground Survey

• Dain Erickson, PLS
 • Boyd Erbele, PLS

Private Utility Coordination/Engineering

• Matt Kinsella, PE
 • Nick Gubbels, EI

Documented CatEx Co-Authors

• Matt Kinsella, PE
 • James Mickelson, PE

Traffic Operations/Analysis

• Kate Miner, PE, PTOE
 • Tim Arvidson, PE
 • Bud Williams

Preliminary Roadway Design

• James Mickelson, PE
 • Mike Johnson, Technician

Roundabout Peer Review

• Kelly Besser, PE

City Utility Design

• Brent Muscha, PE
 • Mike Johnson, Technician

Hydrology and Hydraulics

• Chelsea Nible, PE
 • Yang Liu, EI

Public Involvement

• Matt Kinsella, PE
 • James Mickelson, PE

Subconsultants

• Stonebroke Engineering, Traffic Operations/Roundabout Peer Review
 • Carlson McCain, Wetland Delineation
 • Juniper LLC, Cultural Resources



Matt Kinsella, PE
 Project Manager/Documented CatEx
 Co-Author/Public Involvement
 Matt.Kinsella@ApexEngGroup.com

Matt is an Associate and Senior Engineer at Apex Engineering Group in Fargo. He has 22 years of transportation planning and design experience on a variety of projects ranging from urban streets to rural highways and freeway interchanges. He has authored numerous environmental and planning documents and prepared final plans using NDDOT standards. Matt is experienced in managing projects with demanding timelines and high levels of agency and utility coordination. Matt's relevant urban project experience includes:

- 12th Avenue North - Fargo/West Fargo/MetroCOG
- 13th Avenue South - 12th Street E to 45th Street, Fargo/West Fargo
- 32nd Avenue South - 32nd Street to 42nd Street, Fargo
- Burdick Expressway, Minot



James Mickelson, PE
Roadway Design/Documented Catex
Co-Author
James.Mickelson@ApexEngGroup.com

James is a graduate engineer with Apex Engineering Group. He has worked on several projects for the City

of Fargo, North Dakota Department of Transportation, as well as municipalities and counties following NDDOT specifications. James has 5 years of experience and is also well versed in Minnesota State Standards, has MINDOT certifications, and provided design and construction for projects in Minnesota. James' relevant project experience includes:

- * 12th Avenue North - West Fargo/Fargo/MetroCOG
- * 13th Avenue South - 12th Street E to 45th Street, Fargo/West Fargo
- * 13th Avenue South - 38th Street to 45th Street, Fargo
- * 32nd Avenue South - 32nd Street to 42nd Street, Fargo
- * 37th Avenue SW - 16th Street to 30th Street, Minnot



Mike Johnson
Technician
Mike.Johnson@ApexEngGroup.com

Mike is a Senior Engineering Technician for Apex Engineering Group in Fargo. He has 21 years

of experience and has worked on several projects for the North Dakota Department of Transportation as well as cities and counties, and his knowledge of the NDDOT process, standards, and software will be beneficial to the team. Mike has an in-depth understanding of software programs such as Civil 3D Microstation & Geopak is software used on NDDOT work and has a well-rounded technical background. Mike's relevant project experience includes:

- * 12th Avenue North - West Fargo/Fargo/MetroCOG
- * 13th Avenue South - 12th Street E to 45th Street, Fargo/West Fargo
- * 13th Avenue South - 38th Street to 45th Street, Fargo
- * 32nd Avenue South - 32nd Street to 42nd Street, Fargo
- * 37th Avenue SW - 16th Street to 30th Street, Minnot



Dave Wood, PE
QA/QC
Dave.Wood@ApexEngGroup.com

Dave is an Associate and Lead Engineer at Apex Engineering Group in Fargo. Over the last 12 years, he has provided preliminary engineering, final design and construction administration on multiple projects for NDDOT and other entities and served in multiple roles from resident engineer to project manager. He has worked on key urban roadway projects that included relocation or replacement of sanitary sewer, storm sewer and watermain. Dave has experience with design of earthen levees for Flood Risk Reduction Projects for the City of Fargo. Dave's relevant project experience includes:

- * 12th Avenue North - West Fargo/Fargo/MetroCOG
- * 13th Avenue South - 12th Street E to 45th Street, Fargo/West Fargo
- * 13th Avenue South - 38th Street to 45th Street, Fargo
- * 32nd Avenue South - 32nd Street to 42nd Street, Fargo
- * 20th Street S Reconstruction - 6th Ave S to 12th Ave S, Moorhead



Josh Olson, PE
QA/QC
Josh.Olson@ApexEngGroup.com

Josh is an Associate and Senior Engineer at Apex Engineering Group in Fargo. Over the last 19 years, he has provided project management on a variety of complex projects from preliminary engineering through construction engineering for both rural and urban roadway projects. His experience includes multi-lane facilities, underground infrastructure, extensive traffic control, full reconstruction projects, major and minor rehabilitations, multi-use paths, and associated tasks with each project type. Josh also has extensive public input, agency, and utility coordination expertise. Josh's relevant project experience includes:

- * 13th Avenue South - 38th Street to 45th Street, Fargo
- * 13th Avenue South - 12th Street E to 45th Street, Fargo/West Fargo
- * 37th Avenue SW - 16th Street to 30th Street, Minnot
- * 20th Street South, Moorhead
- * ND 18 and Cass County 10 - Radial T Construction, Super-elevation Correction, Widening, HBP Overlay



Chelsea Nible, PE

Hydrology and Hydraulics

Chelsea.Nible@ApexEngGroup.com



Since graduating with a Master's Degree, Chelsea has been working as a project engineer focusing on hydrologic and hydraulic modeling for large urban stormwater projects, culvert evaluations for NDDOT and county projects, and water resource district water management projects. She has also been a Resident Project Representative on various projects including a stormwater pump station and a regional stormwater facility project. Chelsea has six years of experience. Her relevant project experience includes:

- * 12th Avenue North - West Fargo/Fargo/MetroCOG
- * 13th Avenue South - 12th Street E to 45th Street, Fargo/West Fargo
- * 13th Avenue South - 38th Street to 45th Street, Fargo
- * 32nd Avenue South - 32nd Street to 42nd Street, Fargo
- * 37th Avenue SW - 16th Street to 30th Street, Minot

Yang Liu, EI

Storm Sewer Modeling/Drainage

Yang.Liu@ApexEngGroup.com



Yang is a graduate engineer with 4 years of experience and a strong emphasis in water resource engineering.

Yang is co-author of two publications and is proficient in the software utilized for hydrologic modeling and hydraulic analysis. She has been working as a project engineer focusing on hydrologic and hydraulic modeling for various projects including several urban roads projects, NDDOT and County projects and water resource district water management projects. Yang's relevant project experience includes:

- * 12th Avenue North CR 19 to 38th St, Fargo/West Fargo
- * 13th Avenue South - 12th Street E to 45th Street, Fargo/West Fargo
- * ND Hwy 40 Jct US 2 N to S of Tioga Overpass, near Tioga
- * Washington Avenue Reconstruction, storm sewer design, Detroit Lakes

Jennifer Malloy, PE, CFM, LSIT

QA/QC

Jennifer.Malloy@ApexEngGroup.com



Jennifer has 11 years of engineering experience with a primary focus on water resources and transportation.

She is a registered land surveyor in training and a certified GIS technician. Design experience includes rural and urban highway plans (conceptual, preliminary, right of way, and final design), small site plan development to residential subdivisions (conceptual to construction). Hydraulic/hydrologic modeling and design. These projects included alignment, culvert evaluation, grading, signing, traffic control, and cost estimates among others. Jennifer's relevant project experience includes:

- * 3rd Avenue Southwest Street Improvements, Perham
- * 13th Avenue South - 12th Street E to 45th Street, Fargo/West Fargo
- * 5th Street and 3rd Avenue Improvements, Dickinson
- * 10th Avenue Utility and Street Improvements, Elbow Lake
- * Riverwood Drive/Mills Avenue, Bismarck

Brent Muscha, PE

Utility Design

Brent.Muscha@ApexEngGroup.com



Brent is a registered Professional Engineer with Apex Engineering Group in Fargo. Brent is well

rounded in the planning, design, and construction of both urban and rural roadway projects. Prior to joining Apex, Brent worked with the North Dakota Department of Transportation as Lead Scoping Engineer where he gained valuable experience in the development of project scope, alternatives, cost, and schedule. He has 11 years of industry experience. Brent's relevant project experience includes:

- * 12th Avenue North - West Fargo/Fargo/MetroCOG
- * 13th Avenue South - 12th Street E to 45th Street, Fargo/West Fargo
- * 13th Avenue South - 38th Street to 45th Street, Fargo
- * 37th Avenue SW - 16th Street to 30th Street, Minot

Boyd Erbele, PLS
Ground Survey
Boyd.Erbele@ApexEngGroup.com

Boyd is an experienced Professional Land Surveyor with 33 years of experience providing a wide range

of survey classifications such as construction, land development, control, topographic, boundary, cadastral for pipelines and power lines, ALTA/ASCM Land Title Surveys, and lot surveys. He is efficient with GPS, robotic total station, and conventional surveying equipment. Boyd's relevant project experience includes:

- * 12th Avenue North - West Fargo/Fargo/MetroCOG
- * 13th Avenue South - 38th Street to 45th Street, Fargo
- * 13th Avenue South - 12th Street E to 45th Street, Fargo/West Fargo
- * 32nd Avenue South - 32nd Street to 42nd Street, Fargo
- * 37th Avenue SW - 16th Street to 30th Street, Minot
- * Burdick Expressway – 9th St SE to 15th St SE, Minot
- * ND 18 and Cass County 10 - Radial-T Construction, Superlevation Correction, Widening, HBP Overlay

Nick Gubbels, EI
Utility Coordination and Design
Nick.Gubbels@ApexEngGroup.com

Nick has a bachelor's degree in civil engineering and is a graduate engineer with Apex Engineering Group. He interned with MnDOT where he gained both traffic engineering and survey work experience. Nick has provided construction oversight and understands our role as the owner's representative. Added to that is his experience as a project manager for Knife River which allows him the ability to see projects from the angle of the contractor. He is skilled in ArcGIS, AutoCAD, Microstation and is a certified MnDOT Traffic Control Supervisor and MnDOT Project Manager for Storm Water Pollution Prevention Plan.

Nick's relevant project experience includes:

- * MnDOT, District 2 (Northwest) Headquarters, Survey Crew Internship
- * MnDOT, District 2 (Northwest) Headquarters, Traffic Engineer Intern

Dain Erickson, PLS
Ground Survey
Dain.Erickson@ApexEngGroup.com

Dain is a Professional Land Surveyor with 28 years of experience providing a wide range of survey

classifications such as construction, land development, control, topographic, boundary, cadastral for pipelines and power lines, ALTA/ASCM Land Title Surveys, and lot surveys. He is efficient with GPS, robotic total station, and conventional surveying equipment. Dain has coordinated and directed survey technicians and field crews to ensure technical project, budgetary and timeline goals were met. He also provided project review and compliance. Dain's relevant project experience includes:

- * 12th Avenue North - West Fargo/Fargo/MetroCOG
- * 13th Avenue South - 12th Street E to 45th Street, Fargo/West Fargo
- * 13th Avenue South - 38th Street to 45th Street, Fargo
- * 32nd Avenue South - 32nd Street to 42nd Street, Fargo
- * 37th Avenue SW - 16th Street to 30th Street, Minot

Dain Miller, PE
Principal Engineer
Dain.Miller@ApexEngGroup.com

As a Principal Owner and Vice President at Apex Engineering Group, Dain typically serves on projects as a Quality Control / Quality Assurance Manager. Over the last 26 years, he has been involved on project teams with responsibilities that range from resident engineer to project manager to principal engineer. In addition to his work in the transportation industry Dain has also provided civil engineering site designs, flood fight operations, flood projection, and contingency planning. Dain has civil and transportation engineering experience and he has managed projects from preliminary engineering through construction administration.

Dain also oversees Apex's Transportation Services Group. He is involved with contract negotiations and handles any concerns that clients may have regarding Apex's responsibilities on projects.



Stonebrooke
Engineering



Kate Miner, PE, PTOE
Traffic Operations/Analysis
KMiner@StoneBrookeEngineering.com

Kate is a professional engineer with over 18 years of experience, with 12 years specifically being focused on traffic operations and design. She has a diverse background in project management, transportation corridor studies, traffic analysis studies, and roadway reconstruction design projects. She is also very familiar with traffic/transportation investigations and documents data and findings according to MnDOT, Federal Highway or other transportation organizations. Kate's relevant project experience includes:

- CSAH 21 and TH 13 in Prior Lake, Scott County, MN
- County-wide Flashing Yellow Arrow Retrofit Project, Scott County, MN
- College Drive Reconstruction in Brainerd, MN
- TH 169 and CSAH 83 Traffic Management System, Scott County, MN



Kelly Besser, PE
Roundabout Peer Review
KBesser@StoneBrookeEngineering.com

Kelly is a registered professional engineer with more than 10 years of experience in the design and construction of transportation projects. Her experience, for both private and public sector clients, includes roundabout peer review, construction inspection, environmental documentation, preliminary and final design, project management, public involvement, developing preliminary layouts, construction plans, cost estimates, and writing and packaging bid and contract documents. She has played an integral role in several final design plans, including detail plans for roadway and roundabouts geometrics, profiles, bituminous surfacing, concrete pavement design, landscaping, and lighting. Kelly is also an expert on ADA compliance. Kelly's relevant project experience includes:

- CSAH 7 (Division Street) Reconstruction, Beltrami County, MN
- TH 42 and CSAH 9 in Eyota, Olmsted County, MN
- TH 169 at Red Oak Drive (MnDOT D3)



Tim Arvidson, PE
Traffic Operations/Analysis
TArvidson@

Tim is the co-founder and CEO of Stonebrooke Engineering and responsible for the coordination and processing of major roadway reconstruction and transportation projects utilizing local, state, and federal funding. He has over 24 years of experience and has completed numerous high-profile transportation design projects ranging from major highway interchange projects to local/urban reconstruction projects, including 35 roundabouts on Minnesota roads. Tim's relevant project experience includes:

- CSAH 15 & TH 71 Roundabout in Bemidji, Beltrami County, MN
- CSAH 7 (Division Street) Reconstruction, Beltrami County, MN
- CSAH 50 at CSAH 60 in Lakeville Dakota County, MN
- TH 169 at Red Oak Drive (MnDOT D3)



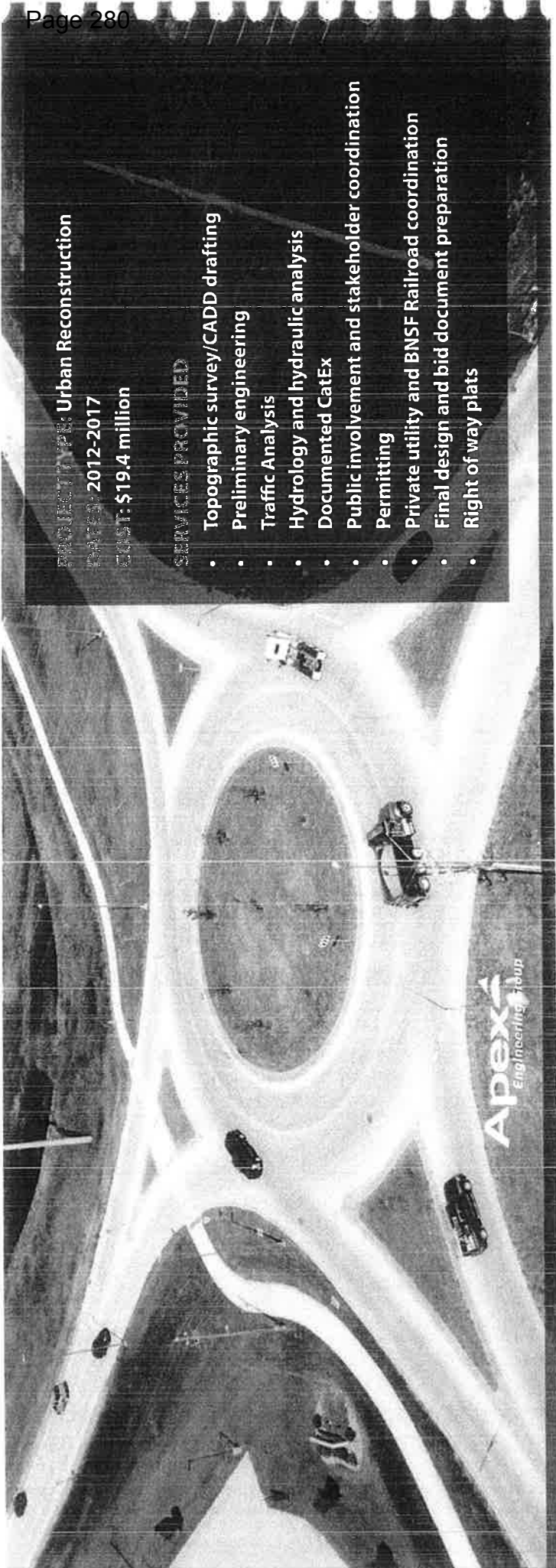
Bud Williams
Traffic Analysis
BWilliams@StoneBrookeEngineering.com

Bud has over 20 years of experience in transportation planning and traffic engineering. His work includes the management, design, and development of traffic signal justification reports, intersection control evaluations, traffic studies, traffic modeling (RODEL, SYNCRO and SIMTRAFFIC) and forecasting. He is proficient in lighting, signing, pavement marking, staging, maintenance of traffic, permanent/temporary traffic control signal systems and interconnect plans, signal timing, and special provisions. Bud has participated in design and construction of small and large-scale transportation projects locally and nationwide. He is familiar with all phases of project development, design, plan preparation and construction. Bud's relevant project experience includes:

- West Circle Drive, Olmsted County, MN
- TH 169 at Red Oak Drive (MnDOT D3)
- TH 42/CSAH 9 ICE Report and HSIP Application East of Rochester, Olmsted County, MN
- CSAH 23/CSAH 416 ICE Report in Alexandria, Douglas County, MN



Similar Project Experience



PROJECT TYPE: Urban Reconstruction
DATES: 2012-2017
COST: \$19.4 million

SERVICES PROVIDED

- Topographic survey/CADD drafting
- Preliminary engineering
- Traffic Analysis
- Hydrology and hydraulic analysis
- Documented CatEx
- Public involvement and stakeholder coordination
- Permitting
- Private utility and BNSF Railroad coordination
- Final design and bid document preparation
- Right of way plats

12th Avenue North - 45th Street to County Road 19 City of Fargo and West Fargo, ND and Metro COG

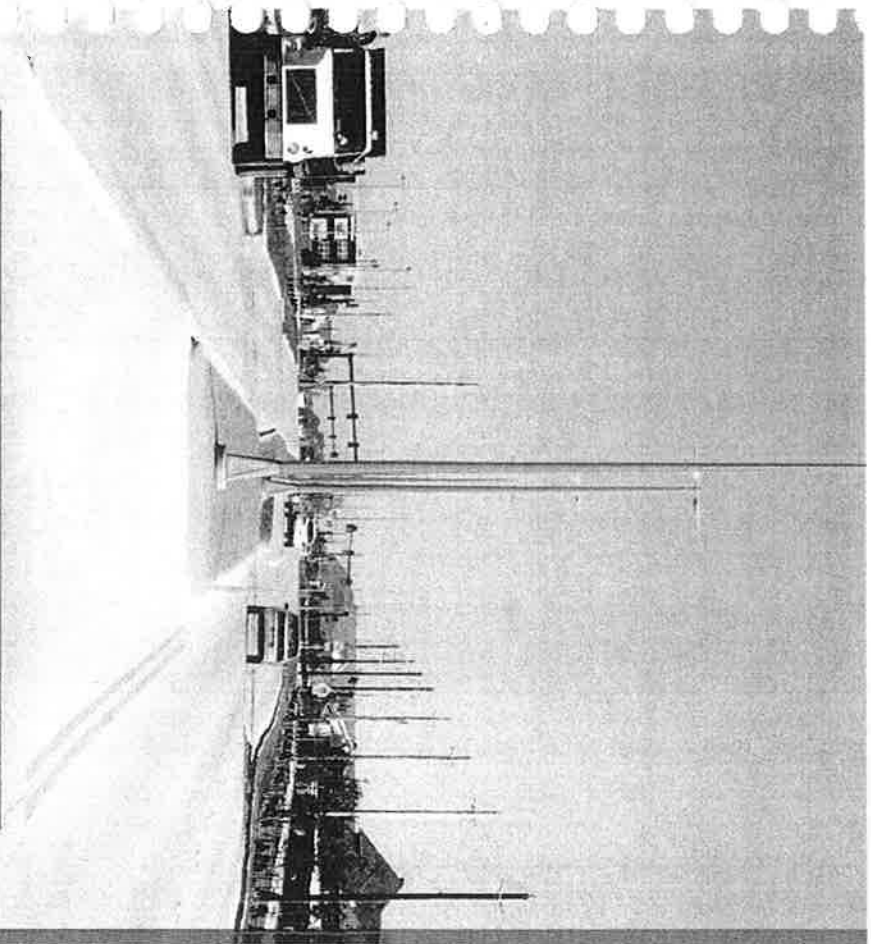
OVERVIEW

The 12th Avenue North corridor from 45th Street to County Road 19 was previously a two-lane rural roadway with a high number of direct access points and a high percentage of heavy truck traffic. Within the project limits, the roadway fell under three different jurisdictions (City of West Fargo, City of Fargo, and Cass County). The project was selected by Metro COG to be the first local project completed as a consolidated planning study/ environmental document (Documented CatEx)/design project. The planning elements were developed and seamlessly blended into the environmental document (Documented CatEx), eliminating unnecessary and inefficient overlap between the two project development phases. The Apex/Benesch team was selected to complete the entire project from the planning elements all the way through to final design and bid plans. Construction started in 2016 and completed in 2017.

PROJECT DETAILS

The project included reconstructing 2.6 miles of 12th Avenue North to a concrete 3-lane urban section with curb and gutter, sidewalk, shared-use path, storm sewer, and city utility improvements. A new roundabout was constructed at the 9th Street intersection. The project included a significant public involvement and local stakeholder involvement.

The project also included a comprehensive public involvement and business/landowner communication process. Public meetings and numerous individual business/landowner meetings were held by Apex to ensure communication and receive feedback from affected stakeholders.



PROJECT TYPE: Urban Reconstruction
DATES: 2015-2017
COST: \$7.9 million

SERVICES PROVIDED

- Topographic survey/CADD drafting
- Preliminary engineering
- Traffic analysis
- Hydrology and hydraulic analysis
- Documented CatEx
- Public involvement and stakeholder coordination
- Permitting
- Private utility and BNSF Railroad coordination
- Final design and bid document preparation
- Right of way exhibits and legal descriptions
- Construction inspection and administration

32nd Avenue South - 42nd Street to 32nd Street City of Fargo, ND

OVERVIEW

The City of Fargo and the NDDOT jointly planned a project to improve 32nd Avenue South in Fargo between 42nd Street and 32nd Street. The purpose of the project was to replace the pavement east of 36th Street that had reached its design life, increase roadway capacity, address existing operational deficiencies, and improve safety within the project corridor by reducing crashes and by improving access for non-motorized users through the interchange area. The project consisted of both a city portion (west and east of the I-29 interchange), and a NDDOT portion (the I-29 interchange). The City of Fargo contracted Apex Engineering Group and KLU to lead the preliminary design, environmental clearance, and public involvement process for the entire project (both city and NDDOT portions), as well as complete the final design, plan preparation, and construction administration and inspection for the city portion.

PROJECT DETAILS

The project consisted of widening 32nd Avenue South to six lanes between 42nd Street and 36th Street, and reconstructing the roadway to six lanes between 36th Street and 32nd Street. Approximately 1,000 feet of 39th Street was also reconstructed, which entailed working closely with the two major truck stops (Flying J and Love's). Based on the NDDOT design, at the interchange, the existing bridge was widened to six lanes, a new loop ramp was installed in the southwest quadrant and a new pedestrian underpass box culvert was installed under the ramps

37th Avenue Southwest - 16th Street to 30th Street City of Minot, ND

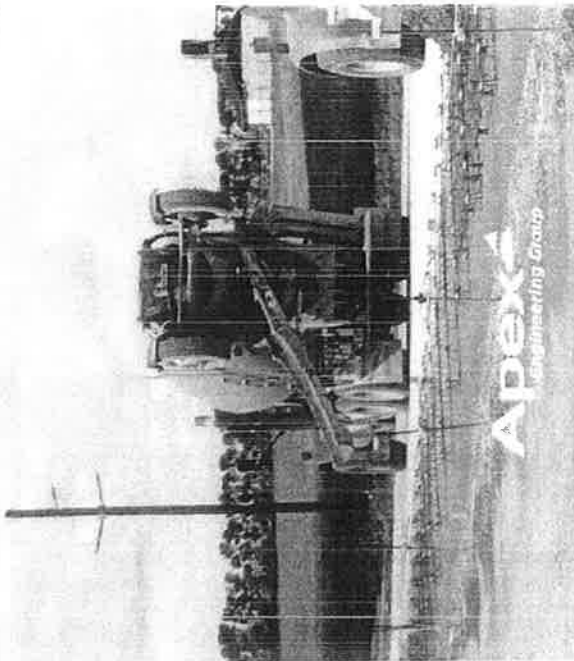
OVERVIEW

37th Avenue SW is a vital corridor that connects rural areas that are southwest of the city along Ward County Road 14, and allows the public direct access to Minot and the US 83/Broadway corridor. This segment of roadway serves new businesses and residential development, including a new hospital. This reconstruction project utilized State surge funding to finance the project.

PROJECT DETAILS

The design consisted of reconstructing about 1-mile of existing rural 2-lane highway with an urban 5-lane road section including a center shared left turn lane to accommodate future traffic and growth. A new 10-foot shared use path was provided on the south side of the roadway along with a new street lighting system. Intersection and signal improvements were added at the 16th Street S / 37th Avenue SW intersection to accommodate the existing 5-lane section to the south of 16th Street SW.

This project also included watermain and sanitary sewer extensions to undeveloped property on both sides of 37th Avenue SW. A new trunk storm sewer system was installed to serve the entire project corridor along with possible future expansion to the west of 30th St SW that discharges into Puppy Dog Coulee. Apex worked closely with the City of Minot and local businesses to provide reasonable traffic detours for the traveling public and maintain access for the local businesses and residents during construction.



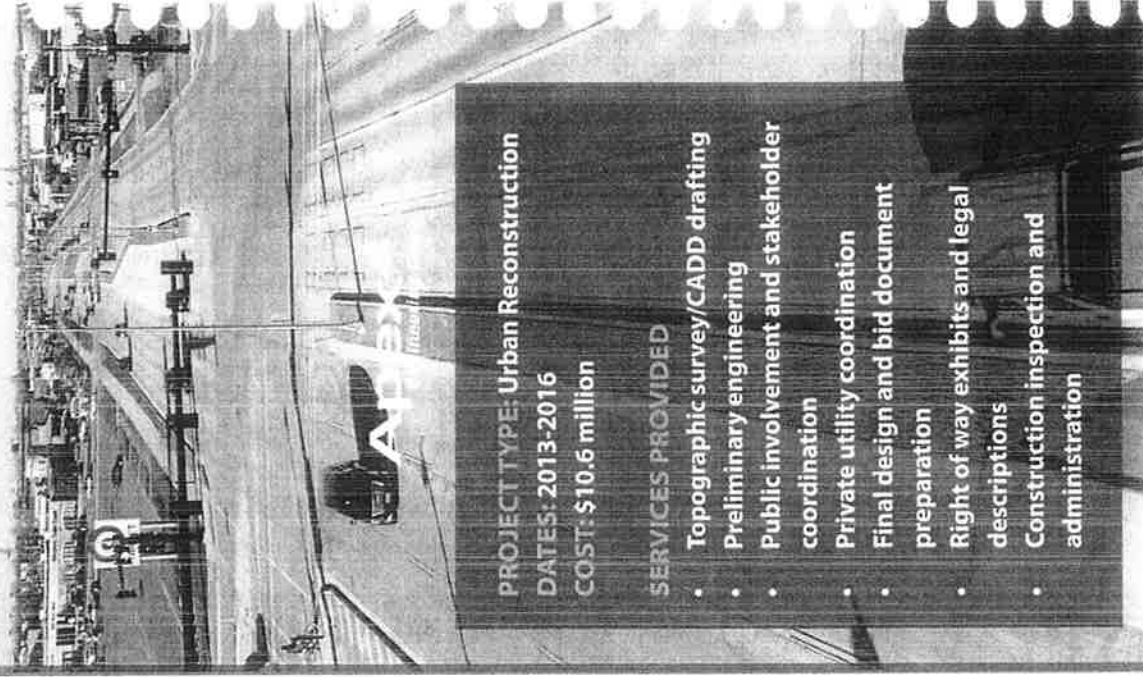
PROJECT TYPE: Urban Reconstruction

DATES: 2015-2016

COST: \$6.5 million

SERVICES PROVIDED

- Topographic survey/CADD drafting
- Preliminary engineering
- Hydrology and hydraulic analysis
- Documented CatEx
- Public involvement and stakeholder coordination
- Permitting
- Private utility coordination
- Final design and bid document preparation
- Right of way exhibits and legal descriptions
- Construction inspection and administration



PROJECT TYPE: Urban Reconstruction

DATES: 2013-2016

COST: \$10.6 million

SERVICES PROVIDED

- Topographic survey/CADD drafting
- Preliminary engineering
- Public involvement and stakeholder coordination
- Private utility coordination
- Final design and bid document preparation
- Right of way exhibits and legal descriptions
- Construction inspection and administration

13th Avenue South - 38th Street to 45th Street

City of Fargo, ND

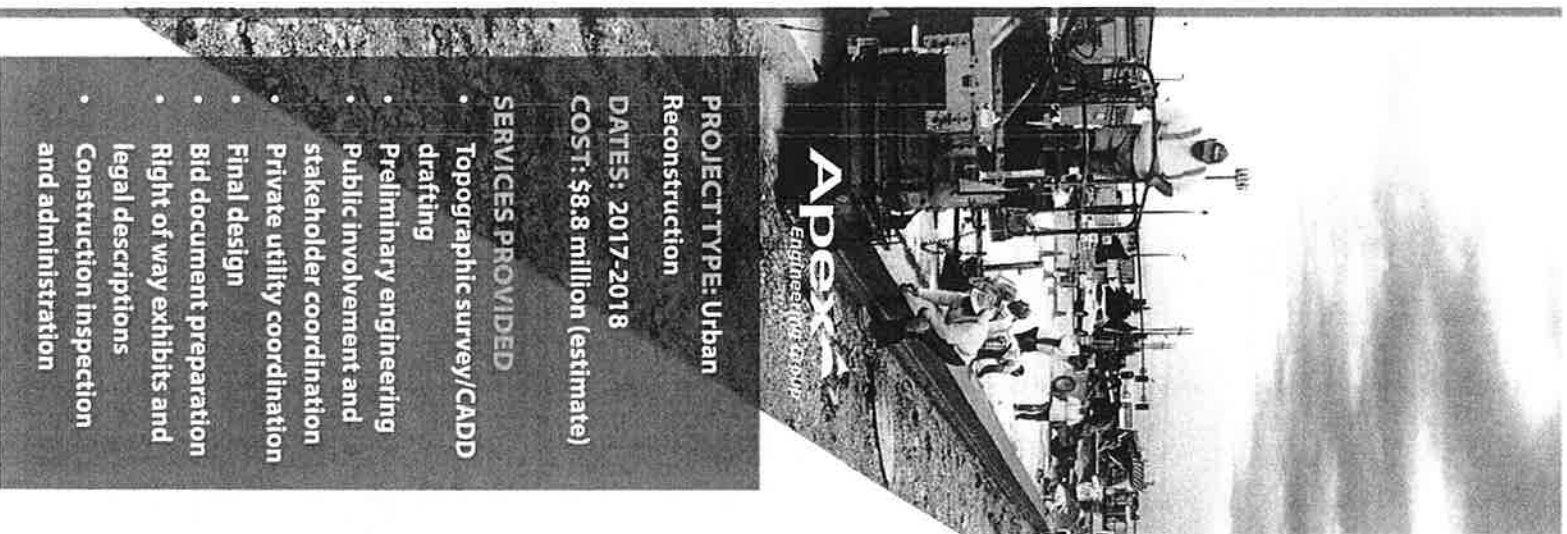
OVERVIEW

Fargo's 13th Avenue South is one of the most highly visible roadways in the Fargo-Moorhead Metropolitan area. It is a main east west arterial roadway that provides access to the West Acres shopping center and the surrounding retail area.

PROJECT DETAILS

The design consisted of replacing the existing 4-lane divided roadway with a 6-lane divided roadway, a new 10-foot shared use path on the south side of the roadway, and a new 6-foot sidewalk on the north side of the roadway. The project involved sanitary sewer rehabilitation, storm sewer replacement and optimization, and replacement of water valves and hydrants, new street lighting, new traffic control signals were at 38th Street, 42nd Street and 43rd ½ Street, and pavement marking and signing.

A detailed work zone traffic control plan was developed to maintain traffic at all times throughout the corridor. The multi-phased construction required over 10 major traffic shifts. Notably, the intersection of 13th Avenue and 42nd Street (which carries 45,000 vehicles per day) was constructed while maintaining traffic in all directions. Apex reviewed and approved all press releases and traffic flow maps distributed during the project to ensure the message to the public and area businesses by Flint Group was clear and timely. Major private utility relocations during the early phases of the project were coordinated to keep the project on schedule. Apex staff worked diligently to quickly resolve issues that could have brought the project to a halt, allowing the project to be completed on budget and on time without any contract time extensions.



13th Avenue South - 12th Street East to 45th Street

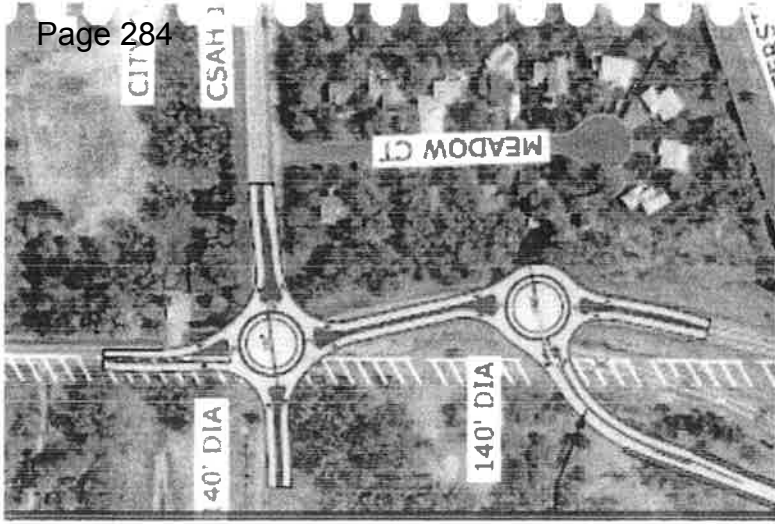
Cities of Fargo and West Fargo, ND

OVERVIEW

The City of Fargo and the City of West Fargo jointly planned a project to improve 13th Avenue between 45th Street in Fargo and 12th Street East in West Fargo. The purpose of the project is to replace aging infrastructure along 13th Avenue, with goals of increasing traffic capacity and improving pedestrian and vehicle safety. As the lead agency, the City of Fargo contracted Apex Engineering Group to complete preliminary design, final design, plan preparation, public involvement, and construction administration and inspection for the entire project.

PROJECT DETAILS

The project included construction of a new 6-lane roadway in Fargo and a new 3-lane westbound and 2-lane eastbound roadway in West Fargo. Underground city utilities were also replaced. With the project extending across corporate city boundaries, Apex had to work closely with each City to determine common standards to use on the project, to ensure consistency. One of the biggest project challenges was replacing most of the concrete panels in the 45th Street intersection, while maintaining traffic flow. This intersection is one of the busiest in the state, carrying 50,000 vehicles per day. The project also included a comprehensive public involvement and business/landowner communication process. Public meetings and individual business/landowner meetings were held by Apex and its partner Flint Group, to ensure communication and receive feedback from affected stakeholders. Apex and Flint also delivered over 100 project notices door-to-door to each business and property located along the corridor.



CLIENT
Anoka County, Minnesota

DATES
Completed 2018

SERVICES PROVIDED
 Planning •
 Preliminary Design •
 Traffic Engineering •

CSAH 50 at CSAH 60 Lakeville, Minnesota

OVERVIEW

Dakota County selected Stonebrooke Engineering to design a multi-lane roundabout at the intersection of CSAH 50 (Kenwood Trail) and CSAH 60 (185th Street) in Lakeville. Our team was chosen for our unmatched roundabout expertise and proven project experience. In addition to the intersection, this project also includes 4-lane extensions of CSAH 60 to the west and CSAH 50 to the north. Design services include preliminary and final design plans for roadway geometrics, profiles, bituminous surfacing, drainage design, utility improvements, landscaping, roundabout design, and lighting.

PUBLIC OUTREACH

Our surveying work on this project included topographic and right-of-way surveys. Our public outreach work on this project included elected official meetings, property owner meetings, local business owner meetings, and public open houses. Based on vehicular capacities, this will be one of the busiest multi-lane roundabouts in North America. For this reason, Stonebrooke customized our public outreach into an education campaign that educated users of this intersection about roundabout operations and also provided a

more widespread understanding of the corridor as a whole. We worked closely with Dakota County to decide which elements of roundabouts would be the most relevant to this audience, such as pedestrian and bike movements. We also worked with local neighborhoods to address concerns related to access management and safety. Our public outreach campaign included hands-on exhibits, interactive web site animations, and large scale public open houses with over 30 different displays. We created educational brochures, posters, and exhibits on various roundabout operations.

ENVIRONMENTAL DOCUMENT

As part of the environmental documentation for this project, Stonebrooke prepared and submitted a Project Memorandum which included a social, economic, and environmental study that analyzed the impacts of this project on historic properties, endangered species, right-of-way, water quality, wetlands, floodplains, noise, and air quality. The project was constructed with a full road closure and detour. Local access was maintained for the businesses and residents along the project.



CLIENT
Dakota County, Minnesota

DATES
Completed January 2015

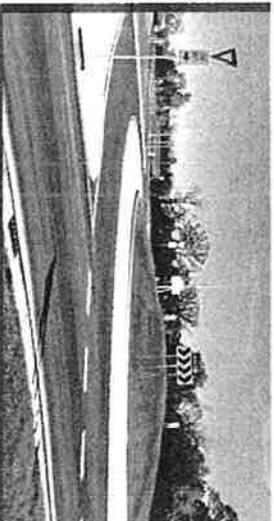
SERVICES PROVIDED
 Environmental Document •
 Preliminary Design •
 Public Involvement •
 Final Design •
 Surveying •

CSAH 12 at CR 53 Alternatives Analysis and Intersection Control Evaluation Anoka, Minnesota

OVERVIEW

The two offset intersections of CSAH 12 with CR 53 in Anoka County presented safety and operational challenges. Through this project, Stonebrooke identified several geometric alternatives that would increase safety and operational efficiency, while allowing for the most efficient use and development of the vacant 30-acre parcel to the west.

Our project work included field reviews, crash analysis (including crash rate, frequency, type, contributing factors, comparison to statewide averages, etc.), trip generation and distribution, traffic forecasting, level of service analysis, alternatives development and analysis, concept layout development, recommended preferred alternative, and development of a geometric layout and cost estimate. The county moved forward with the single roundabout option and re-engaged Stonebrooke to write the roundabout justification report and provide peer reviews of the county-led final design.



CLIENT

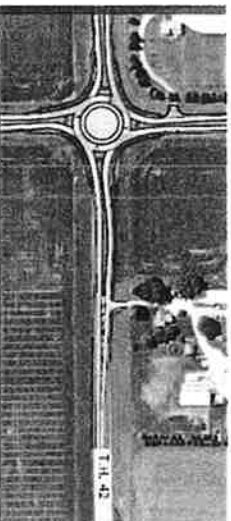
Douglas County, Minnesota

DATES

Completed April 2017

SERVICES PROVIDED

- Preliminary Design
- Traffic Engineering
- Final Design



CLIENT

Olmsted County, Minnesota

DATES

Completed January 2018

SERVICES PROVIDED

- Preliminary Design
- Public Involvement
- Final Design

CSAH 23 at CSAH 46 Roundabout Alexandria, Minnesota

OVERVIEW

Stonebrooke provided traffic engineering, preliminary design, and final design services for a roundabout at the intersection of CSAH 23 and CSAH 46 in Alexandria, MN. The main challenge of this project was maintaining access to multiple farm fields and private driveways within the proximity of the intersection, and ensuring farm equipment needed in these fields can navigate the roundabout and approaches. An additional challenge was working with very flat ditch grades and existing drainage issues along the County roads. Stonebrooke developed a grading plan to relocate ditches and improve grades to the maximum extent possible, while also minimizing impact to private property and existing utilities.

CSAH 9 and TH 42 Roundabout Eyoto, Minnesota

OVERVIEW

Stonebrooke provided preliminary and final design of a single-lane roundabout at the intersection of CSAH 9 and TH 42 in Eyoto, MN. Improvements were needed at this intersection to address ongoing safety concerns as there were a high number of crash rates and fatalities. This project included roundabout roadway and pavement design, lighting design, traffic staging, and turf and erosion control. Additionally, Stonebrooke provided an ICE report for traffic operations and safety review, and a Project Memo detailing the environmental impacts of the project. Our staff also be provided roundabout education at a public open house meeting adjacent to the project location.



References and Hourly Fee Structure Rates

RFP - Engineering Services
Projects No. BN-20-A0

Page 11

COST PROPOSAL FORM

Project: BN-20-A0
Type: Arterial Street Construction & Environmental Clearance Project
Location: N University Drive - 32nd Avenue N to 40th Avenue N

Cost Proposals shall be based on fixed fee lump sum and payment will be based on actual hourly rates. Attach basic fee structure.

Project Administration	\$ 18,000.00
Preliminary Survey	\$ 29,000.00
Preliminary Engineering and Design	\$ 56,000.00
Property Owner & Business Owner Meetings	\$ 3,000.00
Environmental Clearance Document	\$ 77,000.00
Total Not to Exceed Proposal	\$ 183,000.00

Firm: Apex Engineering Group, Inc.

Approved:  _____
Name

Vice President
Title

8/17/2018
Date

Hourly Fee Structure Rates

2018 Rate Schedule

Classification	Hourly Rate
Principal	\$175
Senior Engineer	\$165
Lead Engineer	\$152
Design Engineer II	\$141
Design Engineer	\$131
Project Engineer	\$112
Graduate Engineer	\$106
Survey Manager	\$146
Sr. Survey Crew Chief	\$134
Survey Crew Chief	\$127
Surveyor I	\$88
Survey Technician	\$84
Right-of-Way Specialist	\$133
Senior Engineering Technician	\$115
Lead Engineering Technician	\$103
Engineering Technician	\$90
Field Technician II	\$84
Field Technician	\$77
Support Staff	\$88

Reimbursable Expenses:

Car/Standard Vehicle	\$ IRS Rate/Mile
Survey Vehicle	\$0.75/Mile
4WD Pickup	\$0.65/Mile
Field Vehicle	\$110/Day
All-Terrain Vehicle	\$70/Day
Meals (Per Diem)	\$35/Day
Lodging	At Cost
Field Supplies	At Cost
Printing	\$.10/Each
	\$.15/Each
	8 ½ x 11- color or b/w
	11 x 17- color or b/w

References

As you review our proposal, we feel it is important to focus on the proven experience team members have providing engineering services. It is through our proven project history and client relationships that we continue to grow. There is no better way for you to truly understand our commitment and capabilities until you talk to our clients and hear this first hand. Through the strong relationships we have with clients across the state, Apex has been trusted a countless number of times to provide comprehensive engineering.

Chris Brungardt

Public Works Director – City of West Fargo

810 12th Avenue NW
 West Fargo, ND 58078
 701.433.5402
 Chris.Brungardt@WestFargoND.gov

Lance Meyer, PE

City Engineer – City of Minot

1025 31st Street SE
 Minot, ND 58701
 701.857.4100
 Lance.Meyer@MinotND.org

Michael Johnson, PE

NDDOT Local Government

608 E Blvd Avenue
 Bismarck, ND 58505
 701.328.2118
 MJohnson@ND.gov

Copy of Signed Addendum 1 and 2

Addendum No. 1
Improvement District No. BN-20-A0
Page 2

CITY OF FARGO

Acknowledgment of Receipt of Addendum # 1

Project No. BN-20-A0

We hereby acknowledge receipt of Addendum # 1.

Signed:



By

Matthew T. Kinsella

Its

Project Manager

Company

Apex Engineering Group

Date

7-24-18

1. Fax this form to Fargo Engineering at (701) 241-8101 to verify receipt of the faxed documents.
2. The legal requirements provide that this written Acknowledgment of Receipt of Addendum be included in the envelope with the bid proposal. Failure to include the acknowledgment form shall be considered a non-responsive bid.

addtrepl.doc

Addendum No. 2
Improvement District No. BN-20-A0
Page 2

CITY OF FARGO

Acknowledgment of Receipt of Addendum # 2

Project No. BN-20-A0

We hereby acknowledge receipt of Addendum # 2.

Signed:



By

Matthew T. Kinsella

Its

Project Manager

Company

Apex Engineering Group

Date

7-27-18

1. Fax this form to Fargo Engineering at (701) 241-8101 to verify receipt of the faxed documents.
2. The legal requirements provide that this written Acknowledgment of Receipt of Addendum be included in the envelope with the bid proposal. Failure to include the acknowledgment form shall be considered a non-responsive bid.

addtrepl.doc

August 22, 2018

(34)

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BN-18-F2

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, August 22, 2018, for Sanitary Sewer, Water Main, Storm Sewer, Concrete Curb & Gutter, Asphalt Pavement, Site Grading, Street Lighting & Incidentals, Improvement District No. BN-18-F2, located at Madelyn's Meadows First Addition.

The bids were as follows:

Northern Improvement Co.	\$1,828,498.38
Fox Underground, Inc.	\$1,846,565.80
Dakota Underground Co.	\$1,852,144.24
Dirt Dynamics, LLC	\$1,861,424.95
RL Larson Excavating, Inc.	\$1,948,065.24
KPH, Inc.	\$ 2,025,956.73
Ryan Contracting	\$ 2,060,198.25
CC Steel, LLC	\$ 2,322,995.79
Engineer's Estimate	\$1,880,421.40

The special assessment escrow is not required.

This office recommends award of the contract to Northern Improvement Co. in the amount of \$1,828,498.38 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs
Division Engineer

TAK/klb

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BN-18-F2****Sanitary Sewer, Water Main, Storm Sewer, Concrete Curb & Gutter,
Asphalt Pavement, Site Grading, Str****Madelyn's Meadows First Addition**

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and
WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Division Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Sanitary Sewer, Water Main, Storm Sewer, Concrete Curb & Gutter, Asphalt Pavement, Site Grading, Str Improvement District #
BN-18-F2 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer				
1 F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	2,322.00	2.05	4,760.10
2 F&I Manhole 4' Dia Reinf Conc	EA	7.00	5,150.00	36,050.00
3 Connect Pipe to Exist Pipe	EA	1.00	325.00	325.00
4 F&I Pipe SDR 26 - 6" Dia PVC	LF	1,921.00	20.50	39,380.50
5 F&I Pipe SDR 26 - 8" Dia PVC	LF	1,551.00	24.75	38,387.25
6 F&I Pipe SDR 26 - 12" Dia PVC	LF	771.00	41.25	31,803.75
			Sanitary Sewer Total	150,706.60
Cass Rural Water District Water Main				
7 F&I Fittings C153 Ductile Iron	LB	949.00	4.65	4,412.85
8 F&I Hydrant	EA	3.00	4,015.00	12,045.00
9 Connect Pipe to Exist Pipe	EA	2.00	1,340.00	2,680.00
10 F&I Pipe C900 DR 18 - 6" Dia PVC	LF	25.00	29.85	746.25
11 F&I Pipe C900 DR 18 - 8" Dia PVC	LF	2,471.00	26.75	66,099.25
12 F&I Gate Valve 6" Dia	EA	3.00	1,135.00	3,405.00
13 F&I Gate Valve 8" Dia	EA	7.00	1,445.00	10,115.00
14 F&I Hydrant Ext. 12" High	EA	1.00	900.00	900.00
15 F&I Pipe 1" Dia Copper	LF	1,824.00	15.45	28,180.80
16 Connect Water Service	EA	40.00	465.00	18,600.00
			Cass Rural Water District Water Main Total	147,184.15
Storm Sewer				
17 F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	417.00	1.05	437.85
18 F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	1,201.00	1.05	1,261.05
19 F&I 1-1/4" Trench Found Rock 27" thru 36" Dia	LF	1,123.00	1.05	1,179.15
20 F&I 1-1/4" Trench Found Rock 42" thru 54" Dia	LF	1,701.00	5.15	8,760.15
21 F&I Manhole 4' Dia Reinf Conc	EA	10.00	2,165.00	21,650.00
22 F&I Manhole 5' Dia Reinf Conc	EA	3.00	3,915.00	11,745.00
23 F&I Manhole 6' Dia Reinf Conc	EA	6.00	5,565.00	33,390.00
24 F&I Manhole 7' Dia Reinf Conc	EA	6.00	8,240.00	49,440.00
25 F&I Manhole 8' Dia Reinf Conc	EA	1.00	10,300.00	10,300.00
26 F&I Inlet - Single Box (SBI) Reinf Conc	EA	16.00	2,060.00	32,960.00
27 F&I Inlet - Round (RDI) Reinf Conc	EA	6.00	1,235.00	7,410.00
28 Remove Inlet	EA	1.00	105.00	105.00
29 Connect Pipe to Exist Structure	EA	2.00	105.00	210.00
30 F&I Pipe 12" Dia	LF	685.00	18.50	12,672.50
31 F&I Pipe 12" Dia Reinf Conc	LF	135.00	24.75	3,341.25
32 F&I Pipe 15" Dia Reinf Conc	LF	11.00	31.00	341.00
33 F&I Pipe 18" Dia Reinf Conc	LF	607.00	29.00	17,603.00
34 F&I Pipe 21" Dia Reinf Conc	LF	342.00	36.00	12,312.00
35 F&I Pipe 24" Dia Reinf Conc	LF	135.00	43.25	5,838.75

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BN-18-F2****Sanitary Sewer, Water Main, Storm Sewer, Concrete Curb & Gutter,
Asphalt Pavement, Site Grading, Str**

36 F&I Pipe 27" Dia Reinf Conc	LF	315.00	53.50	16,852.50
37 F&I Pipe 30" Dia Reinf Conc	LF	160.00	66.00	10,560.00
38 F&I Pipe 33" Dia Reinf Conc	LF	320.00	88.50	28,320.00
39 F&I Pipe 36" Dia Reinf Conc	LF	320.00	92.75	29,680.00
40 F&I Pipe 42" Dia Reinf Conc	LF	756.00	118.50	89,586.00
41 F&I Pipe 48" Dia Reinf Conc	LF	408.00	160.00	65,280.00
42 F&I Pipe 54" Dia Reinf Conc	LF	537.00	211.25	113,441.25
43 Remove Pipe All Sizes All Types	LF	6.00	5.15	30.90
44 F&I Rip Rap Rock	CY	45.00	95.00	4,275.00
45 F&I Pipe w/GB 12" Dia Reinf Conc	LF	282.00	33.00	9,306.00
46 F&I Pipe w/GB 15" Dia Reinf Conc	LF	26.00	35.00	910.00
47 F&I Pipe w/GB 21" Dia Reinf Conc	LF	80.00	43.25	3,460.00
48 F&I Pipe w/GB 27" Dia Reinf Conc	LF	8.00	62.00	496.00
49 F&I Flared End Section 42" Dia Reinf Conc	EA	1.00	3,600.00	3,600.00
50 F&I Flared End Section 54" Dia Reinf Conc	EA	1.00	5,150.00	5,150.00
			Storm Sewer Total	611,904.35
Paving				
51 Remove Pavement All Thicknesses All Types	SY	11.00	30.00	330.00
52 Topsoil - Spread	LS	1.00	43,000.00	43,000.00
53 Topsoil - Strip	LS	1.00	55,000.00	55,000.00
54 Site Grading	LS	1.00	3,200.00	3,200.00
55 Excavation	CY	41,990.00	3.95	165,860.50
56 Subcut	CY	3,167.00	4.25	13,459.75
57 Subgrade Preparation	SY	9,501.00	1.20	11,401.20
58 F&I Woven Geotextile	SY	9,501.00	1.35	12,826.35
59 F&I Class 5 Agg - 8" Thick	SY	9,501.00	7.75	73,632.75
60 F&I Edge Drain 4" Dia PVC	LF	4,573.00	6.50	29,724.50
61 F&I Curb & Gutter Mountable (Type I)	LF	4,445.00	14.40	64,008.00
62 F&I Curb & Gutter Standard (Type II)	LF	128.00	24.00	3,072.00
63 Remove Curb & Gutter	LF	135.00	7.00	945.00
64 F&I Sidewalk 4" Thick Reinf Conc	SY	825.00	40.00	33,000.00
65 F&I Sidewalk 6" Thick Reinf Conc	SY	139.00	46.00	6,394.00
66 Remove Sidewalk 4" Thick Conc	SY	48.00	12.00	576.00
67 F&I Det Warn Panels Cast Iron	SF	274.00	40.00	10,960.00
68 F&I Aggregate for Asp Pavement FAA 43	TON	2,767.00	44.50	123,131.50
69 F&I Asphalt Cement PG 58-34	GAL	39,818.00	3.00	119,454.00
70 Casting to Grade - Blvd	EA	32.00	265.00	8,480.00
71 GV Box to Grade - no Conc	EA	24.00	245.00	5,880.00
72 GV Box to Grade - Blvd	EA	6.00	245.00	1,470.00
73 Casting to Grade - no Conc	EA	4.00	400.00	1,600.00
74 Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	11.00	20.00	220.00
75 Traffic Control - Type 1	LS	1.00	2,925.00	2,925.00
76 F&I Sign Assembly & Anchor	EA	12.00	97.85	1,174.20
77 F&I Engineering Grade	SF	12.00	17.50	210.00
78 F&I Diamond Grade Cubed	SF	56.00	21.65	1,212.40
79 F&I Barricade Type III	EA	3.00	545.00	1,635.00
			Paving Total	794,782.15
Street Lighting				
80 F&I Feed Point	EA	1.00	7,170.00	7,170.00
81 F&I Base 5' Deep Reinf Conc	EA	16.00	410.00	6,560.00
82 F&I Conductor #6 USE Cu	LF	8,085.00	1.95	15,765.75
83 F&I Innerduct 1.5" Dia	LF	3,208.00	4.00	12,832.00
84 F&I Luminaire Type A	EA	16.00	1,230.00	19,680.00

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-18-F2

**Sanitary Sewer, Water Main, Storm Sewer, Concrete Curb & Gutter,
Asphalt Pavement, Site Grading, Str**

85 F&I Pull Box	EA	1.00	2,195.00	2,195.00
86 F&I Light Standard Type A	EA	16.00	1,150.00	18,400.00
			Street Lighting Total	82,602.75
Miscellaneous				
87 Temp Pumping	LS	1.00	1,825.00	1,825.00
88 Mulching Type 1 - Hydro	SY	25,223.00	0.37	9,332.51
89 Mulching Type 2 - Straw	SY	6,364.00	0.10	636.40
90 Seeding Type C	SY	31,587.00	0.31	9,791.97
91 Stormwater Management	LS	1.00	2,000.00	2,000.00
92 Temp Construction Entrance	EA	1.00	1,000.00	1,000.00
93 Sediment Control Log 6" to 8" Dia	LF	6,150.00	2.15	13,222.50
94 Inlet Protection - New Inlet	EA	22.00	130.00	2,860.00
95 Inlet Protection - Existing Inlet	EA	5.00	130.00	650.00
			Miscellaneous Total	41,318.38
			Total Construction in \$	1,828,498.38
			Engineering	7.00 % 127,994.89
			Legal & Misc	3.00 % 54,854.95
			Contingencies	10.00 % 182,849.84
			Administration	6.00 % 109,709.90
			Interest	4.00 % 73,139.94
			Outside Engineering	2.95 % 53,940.70
			Total Estimated Costs	2,430,988.60
			Cass Rural WUD Funds	195,681.33
			Special Assessments	2,235,307.27
			Unfunded Costs	0.00

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 08/23/2018



Tom Knakmuhs
Division Engineer



COVER SHEET
CITY OF FARGO PROJECTS

(35)

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Improvement District as it will appear in the Contract:

SANITARY SEWER, WATER MAIN, STORM SEWER & INCIDENTALS

Improvement District No. UN-18-B

Call For Bids August 27, 2018

Advertise Dates September 3 & 10, 2018

Bid Opening Date September 19, 2018

Substantial Completion Date November 15, 2018

Final Completion Date May 15, 2019

X PWPEC Report (Attach Copy)

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Jason Leonard

Phone No. 241-1545

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

N/A Adopt Resolution of Necessity

X Approve Escrow Agreement (Attach Copy for Commission Office Only)

X Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT
SANITARY SEWER, WATER MAIN, STORM SEWER
& INCIDENTALS

IMPROVEMENT DISTRICT NO. UN-18-B

Nature & Scope

This project is for new construction of underground utilities and incidentals on 23rd Avenue South and 41st Street South.

Purpose

This project is to provide infrastructure to future development planned for the southwest quadrant of I-29 & I-94 interchange and to connect to existing infrastructure.

Feasibility

The estimated cost of construction is \$870,587.60.


The costs for the improvement district are estimated as follows:

Special Assessed Costs

<u>Estimated Construction Cost:</u>	\$ 870,587.60
Engineering Fees (11%):	\$ 95,764.64
Legal & Misc Fees (3%):	\$ 26,117.63
Administration Fees (6%):	\$ 52,235.26
Interest Fees (4%):	\$ 34,823.50
Total Estimated Assessed Cost:	\$ 1,079,528.62

We believe this project to be cost effective.




Thomas Knakmuhs, P.E.
Division Engineer

August 2018

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

SANITARY SEWER, WATER MAIN, STORM SEWER & INCIDENTALS

IMPROVEMENT DISTRICT NO. UN-18-B

LOCATION:

On 23th Avenue South from 38th Street South to 42nd Street South. On 41st Street South from 200' north of 23th Avenue South to 24th Avenue South.

COMPRISING:

Lots 3, Block 1.

Platted in Interstate Business Park Addition.

All the unplatted land located in the Northeast quarter of Section 22, Township 139 N, Range 49 W.

All of the foregoing located in the City of Fargo, Cass County, North Dakota.

INTERSTATE HWY 94



CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

SANITARY SEWER, WATER MAIN,
STORM SEWER & INCIDENTALS

IMPROVEMENT DISTRICT NO. UN-18-B