

FARGO CITY COMMISSION AGENDA
Tuesday, January 16, 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 (Regular Meeting, January 2, 2018).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 1st reading of an Ordinance Amending Section 25-1507 of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Alcoholic Beverages.
- 2. 2nd reading, waive reading and final adoption of the following Ordinances:
 - a. Amending Section 35-0102, of Article 35-01 of Chapter 35 of the Fargo Municipal Code Relating to Sale of Tobacco Products.
 - b. Rezoning Certain Parcels of Land Lying in Ohmer's Addition Subdivision of Lots 65 through 68.
 - c. Rezoning Certain Parcels of Land Lying in Ohmer's Addition Subdivision of Lots 65 through 68.
 - d. Amending Section 20-0402.R.1.b of Article 20-04 of Chapter 20 of the Fargo Municipal Code (Land Development Code) Relating to Screening of Outdoor Storage Areas.
 - e. Amending the Planned Unit Development Use Master Land Use Plan and Final Plan for Certain Parcels of Land Lying in Harwood's Addition.
 - f. Repealing and Re-Establishing a Conditional Overlay District on Certain Parcels of Land Lying in the District of Fargo Third Addition.
 - g. Repealing and Re-Establishing a Conditional Overlay District on Certain Parcels of Land Lying in Blu Water Creek Addition, Blue Water Creek Second Addition and Bentley Square Addition.
- 3. Proposed revision to the Joint Powers Agreement/Metro Area Transit Master Operating Agreement with the City of Moorhead.
- 4. Site authorization for Plains Art Museum at Fargo Billiards and Gastropub.
- 5. Applications for Games of Chance:
 - a. Red River VW Club for a raffle on 7/28/18.
 - b. Benefit for Kristin Erickson for a raffle on 1/20/18; Public Spirited Resolution.
 - c. Catholic Daughters of the Americas Court Sts. Anne and Joachim #2638 for a raffle on 4/14/18.
 - d. El Zagal 57 Director's Staff for a raffle on 9/9/18.
 - e. Muskie's Inc. F-M Chapter for a raffle on 2/8/18.

- f. Saddle and Sirloin for a raffle on 2/10/18.
 - g. Knights of Columbus Council 11930 for a calendar raffle from 5/1/18 to 5/31/18.
 - h. Boosters of North Dakota Elite Dancers "bonded" for a raffle on 2/18/18.
 - i. El Zagal Escort Motor Patrol for a raffle on 5/5/18.
6. Tax exemptions for improvements made to buildings:
- a. Brett and Ashley Johnson, 3017 21st Street South (3 year).
 - b. Mark A. and Cheryl M. Kraft, 2014 25th Avenue South (3 year).
 - c. Gregory B. and Nicole R. Gullickson, 1607 41st Avenue South (3 year).
 - d. Israel Reyes Hernandez and Catherine E. Reyes, 3150 24th Avenue South (3 year).
 - e. Rolinda M. Mix Life Estate, 3095 22nd Street South (3 year).
 - f. Eric L. and Kristy L. Tarnow, 2913 Southgate Drive South (5 year).
 - g. Jeffrey D. and Susan J. Love, 2323 Sundance Circle South (5 year).
 - h. Bryanna L. Johnson, 1534 8th Avenue South (5 year).
 - i. Rachel J. Hauan, 1742 14th Street South (5 year).
 - j. Arthur L. and Betty J. Haugen, 1014 14th Avenue South (5 year).
 - k. Jace M. and Kaitlyn M. Foss, 1254 2nd Street North (5 year).
 - l. MLB Properties ND LLC, 1261 10th Street North (5 year).
 - m. Randy A. and Joan M. Engebretson, 1506 8th Street North (5 year).
7. Sole Source Procurement for the purchase of an Automated License Plate Reader System (SSP18021).
8. Change Orders for the City Hall Project:
- a. No. 17 for an increase of \$6,961.00 for the general contract.
 - b. No. 9 for an increase of \$6,392.00 for the mechanical contract.
9. Adopt Resolution Approving Bentley Place Second Addition.
10. Change Orders for the Roberts Commons Parking Garage:
- a. No. 1 for an increase of \$20,561.92.
 - b. No. 10 for an increase of \$37,599.20.
11. Purchase of Service Agreement with Cass County Social Service Board for in home services to eligible individuals.
12. Direct the City Attorney's Office to work with Fargo Cass Public Health to review and update Article 13-03 and 13-04 regarding control and regulation of food service establishments.
13. Agreement for Services with Whitney Oxendahl to research, coordinate and implement development of two food access "blue print" documents for the Cass Clay Food Commission.
14. First Amendment to the Southside Sewer Agreement with Southeast Cass Water Resource District.
15. Bid award for Project No. WW1708.
16. Cost Share Agreement Annual Arbor Day Tree Planting and Observance with the Fargo Park District.
17. Easement (Permanent Utility) with Northern States Power Company along 19th Avenue North and 7th Avenue North.

- Page 38.
18. Amendment No. 4 to the Engineering Services Agreement from Moore Engineering in the amount of \$45,000.00 for Project No. FM-14-50.
 19. Bid advertisement for Project No. SR-18-A.
 20. Contract and bond for Project No. QN-17-A1.
 21. Bills.
 22. Contract Amendment No. 1 to Houston Engineering in the amount of \$596,860.00 for Improvement District No. MS-17-A0.
 23. Selection of the preferred contract incentive for the 13th Avenue South street construction project (Improvement District No. BR-18-C1).
 24. Reimbursement Agreement with Midcontinent Communications Investor, LLC for Improvement District No. PR-18-E1.
 25. Contract and bond for Improvement District No. NR-17-A1.

REGULAR AGENDA:

26. Recommendations for appointments to the following Boards and Commissions:
 - a. Community Development Committee.
 - b. Metropolitan Council of Governments Policy Board.
27. Public Hearings - 5:15 pm:
 - a. Application filed by Solid Comfort, Inc. for a property tax exemption on a project located at 3949 37th Avenue South, which the applicant will use in the operation of manufacturing wood case goods for the hospitality industry.

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

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ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 25-1507, 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 25-1507 of Article 25-15 of Chapter 25 of the Fargo Municipal Code is hereby amended to read as follows:

25-1507. License--Fees.--

A. Initial issuance fee--For a license granted which is not a renewal or a transfer of an existing license, the following fees shall be payable as hereinafter provided:

- Class AB--\$150,000
- Class ABH--\$ 30,000
- Class ABH-RZ--\$15,000
- Class ABH-limited--\$1,800.00
- Class A--\$115,000
- Class B--\$ 90,000
- Class C--\$7,500
- Class D--\$1,500.00

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FARGO, NORTH DAKOTA

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Class DD--\$3,000

Class E--\$25 plus \$10 for each day requested. Additional \$25 fee if application is received less than 7 days before the event, and only after a showing of good cause. In no event will a permit be issued less than 48 hours before the scheduled event.

Class F--\$3,000

Class FA--\$100,000

Class FA-RZ--\$50,000

Class FA-GOLF--\$60,000

Class FA-ENTERTAINMENT--\$100,000

Class G--\$1,000

Class H--\$800

Class I--\$10,000

Class I-ENTERTAINMENT--\$10,000

Class J--No fee

Class L--No fee

Class M--\$1,500

Class N--\$3,000

Class O--\$400

Class P--\$1,400

Class W--\$7,500

Class Y--\$3,000

Class Z--\$105,000

Class B-Limited--\$80,000

Class RZ-V--\$5,000

No fee shall be charged for the initial issuance of a license hereunder to a lodge or club, nor shall any fee be charged for the initial issuance of a license to any liquor establishment licensed by any other political subdivision over which the city of Fargo has subsequently acquired jurisdiction by annexation, provided, however, that such liquor establishment must have been in existence for at least fifteen (15) years prior to such annexation by the city of Fargo. The initial issuance fee charged shall be the difference between the city fee and the fee originally charged by the issuing subdivision.

A non-refundable payment in the sum of 10% of the initial issuance fee shall be paid at the time issuance of the license is approved by the board of city commissioners pursuant to § 25-1508 of this article. The remainder of the initial issuance fee shall be payable upon issuance of the license, but not more than 30 days after date of approval by the board of city commissioners; provided, that the time for payment of the remaining balance of the initial

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1 issuance fee may, with the approval of the board of city commissioners, be deferred and
2 paid by periodic payments within 180 days after the date of approval. In the event that the
3 applicant fails to pay the remainder of the initial issuance fee within 30 days, or such other
4 time as may have been approved by the board of city commissioners, the approval shall be
5 deemed to have expired and the 10% payment by the applicant shall be forfeited.

6 * * * *

7 Section 2. Effective Date.

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

10 _____
11 Timothy J. Mahoney, Mayor

12 Attest:

13 _____
14 Steven Sprague, City Auditor

15 First Reading:
16 Second Reading:
17 Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

20

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 35-0102, OF ARTICLE
35-01 OF CHAPTER 35 OF THE FARGO MUNICIPAL CODE
RELATING TO SALE OF TOBACCO PRODUCTS

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

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

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

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

11 NOW, THEREFORE,

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

13 Section 1. Amendment.

14 Section 35-0102 of Article 35-01 of Chapter 35 of the Fargo Municipal Code is hereby
15 amended to read as follows:

16 35-0102. Authority to sell tobacco.--The city of Fargo does hereby grant the authority to
17 sell at retail tobacco or other tobacco products within the city to persons who have a state license as
18 required under chapter 57-36 of the North Dakota Century Code. The authority to sell granted by
19 this Article may be suspended or revoked as provided in this chapter. No mobile vendor, person or
20 business may sell or deliver tobacco products from a mobile vendor vehicle or a push cart, as
21 defined in chapter 18-0308(J), from a motor vehicle or trailer, or from any other moveable facility.
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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Penalty.

1 A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or
2 corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to
3 exceed \$1,000; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 3. Effective Date.

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

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8 _____
Timothy J. Mahoney, Mayor

9 Attest:

10 _____
11 Steven Sprague, City Auditor

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13 First Reading:
14 Second Reading:
15 Final Passage:
16 Publication:
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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

26

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS
OF LAND LYING IN OHMER'S ADDITION SUBDIVISION
OF LOTS 65 THROUGH 68
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 Ohmer's Addition, subdivision of Lots 65 through 68, City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on December 5, 2017; and,

WHEREAS, the rezoning changes were approved by the City Commission on January 2, 2018,

NOW, THEREFORE,

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

Section 1. The following described property:

Lot Thirty (30), in the Subdivision of Lots Sixty-five (65) through Sixty-eight (68), inclusive, of Ohmer's Subdivision of the Southwest ¼ of Section Thirty-one (31), in Township One Hundred Forty (140) North of Range Forty-eight (48) West of the Fifth Principal Meridian, situate in the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "MR-3", Multi-Dwelling Residential, District to "P/I", Public Institutional, District; with a "C-O", Conditional Overlay on Lot Thirty (30), Ohmer's Addition, Subdivision of Lots Sixty-five (65) through Sixty-eight (68), as follows:

- Land uses are limited to commercial parking and religious institution use categories only

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

Timothy J. Mahoney, Mayor

(SEAL)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

20

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS
OF LAND LYING IN OHMER'S ADDITION SUBDIVISION
OF LOTS 65 THROUGH 68,
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 Ohmer's Addition, subdivision of Lots 65 through 68, City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on December 5, 2017; and,

WHEREAS, the rezoning changes were approved by the City Commission on January 2, 2018,

NOW, THEREFORE,

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

Section 1. The following described property:

Lot Twenty-nine (29), in the Subdivision of Lots Sixty-five (65) through Sixty-eight (68), inclusive, of Ohmer's Subdivision of the Southwest ¼ of Section Thirty-one (31), in Township One Hundred Forty (140) North of Range Forty-eight (48) West of the Fifth Principal Meridian, situate in the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "MR-3", Multi-Dwelling Residential, District to "LC", Limited Commercial, District; with a "C-O", Conditional Overlay on Lot Twenty-nine (29), Ohmer's Addition, Subdivision of Lots Sixty-five (65) through Sixty-eight (68), as follows:

- Land use is limited to commercial parking use category only

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

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

Timothy J. Mahoney, Mayor

(SEAL)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

2d

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 20-0402.R.1.b
OF ARTICLE 20-04 OF CHAPTER 20 OF
THE FARGO MUNICIPAL CODE (LAND DEVELOPMENT CODE)
RELATING TO SCREENING OF OUTDOOR STORAGE AREAS

WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in accordance with Chapter 40-50.1 of the North Dakota Century 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 supercede state laws in conflict therewith and shall be liberally construed for such purpose; 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 20-0402.R.1.b of Article 20-04 of Chapter 20 (Land Development Code) is hereby amended to read as follows:

* * *

R. Industrial Uses in General Commercial Zoning

1. Within GC zoning districts, Industrial Service, Manufacturing and Production, Warehouse and Freight Movement, and Wholesale Sales shall be allowed uses under the following conditions:
 - a. The proposed facility may not be within 300 feet of any residentially zoned property, measured from proposed industrial development to the property line of the residentially zoned property.
 - b. All outdoor storage areas must be screened fenced with an 6-foot high opaque fence, building, wall, berm or landscape buffer, that is at least six feet in height.

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ORDINANCE NO. _____

1 (1) Outdoor storage areas shall not cover more than 50 percent of the open space
2 of the development.

3 (2) Outdoor storage areas shall not be located within the front setback area of the
4 development.

5 c. No truck parking will be allowed in the front setback area, or on any side of the
6 development directly visible from residentially zoned property. Truck parking
7 areas directly visible from rights-of-way shall be buffered with an opaque fence or
8 continuous hedge and large tree species placed 35 feet on center. Trees shall be a
9 minimum of 1.5 inch caliper at the time of installation and do not count toward
10 open space or parking lot buffer requirements.

11 d. No truck docks or unloading areas will be allowed in the front, or any side of the
12 development directly visible from residentially zoned property or street rights-of-
13 way. Unloading and docking areas visible from rights-of-way shall be buffered
14 with an opaque fence or continuous hedge and large tree species placed 35 feet on
15 center. Trees shall be a minimum of 1.5 inch caliper at the time of installation
16 and do not count toward open space or parking lot buffer requirements.

17 e. Residential protection standards for landscaping buffers shall apply to any side of
18 the development within 600 feet of residential zoning districts, or within 600 feet
19 of vacant land illustrated as residential in the Growth Plan.

20 f. These standards do not apply to aggregate or soil and/or construction debris
21 storage, concrete batching, or asphalt mixing uses listed under industrial service.
22 Therefore, aggregate storage, concrete batching, and asphalt mixing are prohibited
23 in the GC zoning district.

* * * *

Section 2. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed \$500; the court to have power to suspend said sentence and to revoke the suspension thereof.

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FARGO, NORTH DAKOTA

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Section 3. Effective Date.

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

Timothy J. Mahoney, Mayor

(Seal)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Reading:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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ORDINANCE NO. _____

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AN ORDINANCE AMENDING THE PLANNED UNIT
DEVELOPMENT USE MASTER LAND USE PLAN
AND FINAL PLAN FOR CERTAIN PARCELS
OF LAND LYING IN HARWOOD'S ADDITION
TO THE CITY OF FARGO

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 amendment to Planned United Development (PUD) Master Land Use Plan and Final Plan of certain parcels of land lying in Harwood's Addition, Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the requested amendment to the PUD Master Land Use Plan and Final Plan on December 5, 2017; and,

WHEREAS, the Planned Unit Development Master Land Use Plan amendment was approved by the City Commission on January 2, 2018,

NOW, THEREFORE,

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

Section 1. The following described property:

That part of Lots One (1) and Two (2), in Block Four (4), of Harwood's Addition to the City of Fargo, Cass County, North Dakota, described as follows: Beginning sixty (60) feet north of the southwest corner of Lot One (1); thence east fifty-eight (58) feet parallel with the south line of said Block; thence in a northeasterly direction fifteen (15) feet to a point which is thirty-two (32) feet west of the east line of Lot Two (2); thence east parallel to the south line of said Block, thirty-two (32) feet to the east line of Lot Two (2); thence north to a point forty (40) feet south of the northeast corner of Lot Two (2); thence west to the west line of Lot One (1), parallel with the south line of said Block; thence south to the point of beginning;

will be included with the existing Planned Unit Development of the following described property:

Lots Seventeen (17) and Eighteen (18) and the north forty (40) feet of Lots One (1) and Two (2), excluding the north twenty (20) feet of the east twenty (20) feet of Lot Two (2), all in Block Four (4) of Harwood's Addition to the City of Fargo, North Dakota,

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1 to amend the "PUD", Planned United Development overlay as follows:

2 Residential Density: The maximum residential density allowed shall be ~~37.5~~ 32 units per
3 acre; ~~(16 dwelling units total)~~

4 Parking: The minimum off-street parking required shall be ~~26~~ 36 parking spaces;

5 Landscaping: South of the alley, a landscape buffer will be required along the western
6 property line and shall comply with the LDC requirements of §20-0705D. or §20-
7 0212D.4.

8 Residential Protection Standards: South of the alley, a 6-foot opaque fence will be
9 required along the south and east property lines.

10 Additional Conditions:

- 11 1) North of the alley, ~~a~~All existing deciduous trees located within 30 feet of the
12 northeast property corner shall be preserved and shall not be removed or
13 damaged ~~during the redevelopment of the subject property.~~ In addition, existing
14 trees located within 10 feet of any interior-side or rear lot line should be
15 preserved to the extent practicable. ~~The owner should coordinate with the City~~
16 ~~Forester to develop a tree protection plan during permitting and construction;~~
17 Street tree placement and permitting should be coordinated with City Forester;
18 2) The existing approach onto 10th Street North shall be removed and replaced by a
19 standard street boulevard. Vehicular access to the property shall be provided
20 from the public alley only;
21 3) A pedestrian sidewalk shall remain ~~be installed~~ from the public sidewalk along
22 10th Street North to the entrance of the building;
23 4) No more than 16 dwelling units shall be permitted. There shall be a maximum of
four (4) two-bedroom dwelling units permitted. Dwelling units having three (3)
or more bedrooms shall be prohibited;
5) ~~No fewer than twenty six (26) parking spaces shall be provided on site; and~~
6) Bicycle parking facilities, such as a bike rack or bike lockers, shall ~~be~~ remain
provided on-site.

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

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

Timothy J. Mahoney, Mayor

(SEAL)
Attest:

Steve Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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ORDINANCE NO. _____

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AN ORDINANCE REPEALING AND RE-ESTABLISHING
A CONDITIONAL OVERLAY DISTRICT ON CERTAIN
PARCELS OF LAND LYING IN THE DISTRICT OF
FARGO THIRD ADDITION,
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 District of Fargo Third Addition, City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on November 7, 2017; and,

WHEREAS, the rezoning changes were approved by the City Commission on January 2, 2018; and,

WHEREAS, it is intended by this ordinance that the base zoning districts applicable to the property described herein shall remain unchanged and that the intended effect hereof is to repeal one or more a "C-O", Conditional Overlay, District and to re-establish a modified version of a "C-O", Conditional Overlay, District;

NOW, THEREFORE,

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

Section 1. The following described property:

All of The District of Fargo Third Addition to the City of Fargo, Cass County, North Dakota,

is hereby rezoned to retain the base zoning district for said property and to repeal and re-establish the "C-O", Conditional Overlay, District such that the re-established "C-O", Conditional Overlay, District be, and hereby is, as set forth below:

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Conflicting Provisions

In the event of conflict between these standards with provisions found in other adopted codes, ordinances, or regulations of the City of Fargo, the more stringent and/or restrictive provisions shall control.

Definitions

Major Tenant/Buildings: Major Tenants are defined as single tenants or buildings larger than 80,000 SF.

Sub-Major Tenant/Buildings: Sub-Major Tenants are defined as tenants or buildings larger than 10,000 SF and less than 80,000 SF.

In-Line Shop Buildings: In-Line Shop Buildings are defined as common depth in-line buildings that can accommodate a variety of tenants in varying width storefronts. Shop buildings are typically less than 16,000 SF.

Village Buildings: Village buildings are situated in the Village area of the project. They are thematically connected with plazas, hardscape, design, and common outdoor seating areas. Village buildings are defined as individual buildings or tenants typically greater than 6,000 SF and less than 8,000 SF.

Pad Site Buildings: Pad Site Buildings are defined as individual tenants or buildings typically less than 8,000 SF with dedicated parking. Free standing Restaurants and Banks are representative tenants of this group.

Architectural Design

Building Exterior Materials

Approved Materials:

- Natural stone
- Synthetic stone products (bottom of stone 6" above grade minimum) Village Shops only
- Integrally colored ground face or split face concrete block
- Brick Masonry (clay fired or concrete cured)
- Wood
- EIFS
- Accent architectural metal panel (not to exceed 5% of building elevation)
- Architectural steel

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- Standing seam metal roofing
- Storefront or curtain wall glazing systems
- Tilt up/precast concrete panels (with brick/masonry and/or ceramic cladding and/or architecturally detailed finish)
- Wood or synthetic siding (not to exceed 10% of building elevation)
- Masonry coated with elastomeric finish

Prohibited Materials and Treatments:

- Metal wall panels exceeding 25% of building elevation.
- Full ceramic tile walls
- Highly reflective wall treatments
- The use of reflective glazing, with over 65% reflectivity
- Exposed neon or color tubing (except with Developer & City of Fargo approval.)
- Untextured concrete or untreated CMU or plain/untextured tilt up/precast concrete panels

Architectural Features

Architectural features, which project over the sidewalk, must be a minimum of 7'-0" or as required to meet the International Building Code adopted by the City of Fargo, whichever minimum is greater shall prevail. No such improvements shall encroach into bike or street travel lanes.

Roof Top Screening

Flat roofs and rooftop mechanical equipment, such as HVAC units, shall be concealed from public view at ground level by parapets or other enclosures.

Truck Docks/Trash Enclosures

All truck docks must be fully screened with materials to match the adjacent building. The screen walls shall be a minimum height of 8'-0" above grade. Trash enclosures must be constructed out of a masonry material. Doors must fully screen the interior of the trash enclosure. Trash compactors can be incorporated into Truck Docks. Trash enclosure walls shall be a minimum of 8'-0" above grade.

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Building Entrances

1 Each primary building on a site, regardless of size, shall have clearly-defined, highly-visible
2 public entrances featuring no fewer than two (2) of the following:

- 3 Canopies, awnings or porticos
- 4 Recesses/projections varying the facade
- 5 Arcades
- 6 Raised corniced parapets over the door
- 7 Peaked roof forms
- 8 Arches
- 9 Entry courts
- 10 Planter and wing walls integrated with building
- 11 Outdoor patios
- 12 Display windows

13 Each development shall contribute to the establishment or enhancement of community and
14 public spaces by providing at least two (2) of the following which have direct access to the
15 public sidewalk network and such features shall not be constructed of materials inferior
16 to the principal materials of the building and landscape.

- 17 Patio/seating area
- 18 Pedestrian plaza with benches and planters
- 19 Bike parking areas
- 20 Window shopping walkway
- 21 Outdoor playground
- 22 Water feature

23 Architectural articulation shall be evident at primary entrances with material or massing
changes to provide visual interest as well as reinforcing "human scale". Maximum entry
feature height and maximum parapet height is as follows:

Major Building:	45'-0"/35'-0"
Sub-Major Building:	42'-0"/30'-0"
In-Line Shop Building:	NA/24'-0" w/ Architectural Tower not to exceed 35'-0"
Village Building:	30'-0"/24'-0" w/ Architectural Tower not to exceed 40'-0"
Pad Site Building	26'-0"/20'-0"

Scored concrete patterns and textured concrete (non slip) and/or unit pavers at entrances are
required. Sidewalk paving patterns at entries must extend from the storefront to the back of
curb, or to the established line, or edge, of the street, or vehicle access route, and be at least

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as wide as the glazing system at the entry.

1 **Building Elevations**

2 Break down building massing to a human scale eliminating uninterrupted flat façades by
3 articulating a wall plane with the following architectural elements:

- 4 • Change in plane at change of material
- 5 • Change in color, texture or material
- 6 • Windows
- 7 • Trellises, awnings or canopies
- 8 • Cast stone detailing in horizontal bands
- Raised planters
- Pilasters or over framed elements
- Brick type material (20% of elevation)

9 Use the above architectural elements to limit uninterrupted wall planes to no more than 75
10 feet.

11 All buildings shall be designed to incorporate no fewer than four (4) of the architectural
12 elements from the list below. Buildings over 10,000 square feet must include a minimum of
13 six (6) and buildings over 80,000 square feet must include a minimum of seven (7) of the
14 referenced architectural elements:

- 15 • Canopies, awnings or porticos
- 16 • Recesses/projections
- 17 • Arcades
- 18 • Peaked roof forms
- 19 • Outdoor patios
- 20 • Display Windows
- 21 • Architectural details (such as tile work and moldings) integrated into the building
22 façade
- 23 • Articulated cornice line
- Integrated planters or wing walls that incorporate landscape and sitting areas
- Offsets, reveals or projecting rib used to express architectural/structural bays
- Accent materials (minimum 15% of exterior façade)
- Varied roof heights
- Other architectural features approved by the City

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Specific Convenience Store and Gas Station Standards

1 Canopies shall not exceed twenty four (24) feet in height

2 The maximum illumination at grade under the canopy shall not exceed twenty (20) foot
3 candles.

4 The minimum distance between parallel fuel pump islands shall be twenty-five (25) feet.

5 The minimum distance from the outside edge of the fuel pump island and a required drive
6 lane shall be no less than twelve (12) feet.

7 The minimum distance from the end of a fuel pump island and a required drive land shall be
8 no less than fifteen (15) feet.

9 **Signage Design**
10 **Sign Area**

11 Sign area shall be measured for all types of signs as follows:

- 12 1. Signs with backing shall include, but not limited to, cabinet signs or signs that are
13 outlined or framed. The area of a cabinet sign or sign enclosed by a box, outlined
14 or framed, shall be measured by determining the smallest possible area of any
15 rectilinear geometric shape that utilizes eight or fewer lines that join each other at
16 right angles that enclose the extreme limits of the display surface or face of the
17 sign; including all frames, backing, face plated, nonstructural trim or other
18 component parts not otherwise used for support.
- 19 2. Signs without backing. If the sign is composed of individual letters or symbols
20 that are mounted against a surface that has not been painted, textured or otherwise
21 altered to provide a distinctive background for the sign copy, the area of the sign
22 shall be measured by determining the area of the smallest possible area of a
23 rectilinear geometric shape that utilizes eight or fewer lines that join each other at
right angles that enclose the extreme limits of each message.
3. Multi-faced signs. Sign area for signs which have two parallel sign faces
assembled in such a way that the faces cannot be viewed from any one point at the
same time shall be calculated using only the larger of the two sign faces. Sign
area for signs which have multiple sign faces not being parallel, which can be
viewed from any one point at the same time, such as a v-shaped, triangles or
cubes, shall be calculated using the total of all faces.
4. When a sign is spherical, free form, sculptural or other non-planar form, the sign
area is measured as the sum of the area of the four vertical sides of the smallest
polyhedron that will encompass the sign structure.
5. An illuminated canopy, awning, or architectural feature of a building is not

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- 1 considered a distinctive background for the purposes of measuring the sign area.
- 2 6. Neon or other outdoor building background for the purposes of measuring the sign
3 area. Neon or other outdoor building illumination, which does not identify or
4 convey information, is not considered in the calculation of sign area. All neon
5 lighting must be approved by the Landlord and the City of Fargo.
- 6 7. Works of art, architectural features and building decoration, which contain or
7 portray a commercial message suggestive of the on-site business shall be
8 interpreted to constitute a sign, and the area shall be included in the calculation for
9 determining the allowable sign area.

6 **Sign Type Descriptions**

7 The Master plan Project signage includes the following:

8 **Tenant Highway Monument/Pylon Sign (Sign Type A):**

9 Signs are located along I-29. Monuments are allowed for Major tenants 1, 2,. Maximum
10 height is 34'-2".

11 **Single Tenant Monument (Sign Type B):**

12 Signs are located at interior access points. Maximum height 6'-9".

13 **Project Identity/City Gateway Monument (Sign Type C):**

14 Sign is placed on the islands located inside the ponds at the intersection of 38th Street and
15 52nd Avenue.

16 **Entry Tower Multi Tenant Monument (Sign Type D):**

17 Tower is located at the site entry along 38th Street. Stores under 80,000 SF are permitted (1)
18 one-2'-1" x 10'-8" panel each side. Stores over 80,000 SF are permitted (1) one-4'-2" x
19 10'-8" panel each side. Maximum height 45'-0".

20 **Prohibited Signage**

21 **Animated Sign** means a sign having an intermittent or continuing variation in the
22 illumination or physical position of any part of the device, except variations required for
23 displaying time or temperature information.

Awning sign means a sign attached to an awning.

Billboards mean a sign advertising products not made, sold, used or served on the premises
displaying the sign or that conveys an informational or ideological message.

Fence Signs means a sign affixed in any way to or painted on a fence.

Off Site Sign means a sign directing attention to a business commodity, service, product, or
property not located, sold or conducted on the same property or site as that on which the sign

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1 is located. One pylon sign to be shared with all three businesses is allowed for proximity
2 next to the Interstate with a height limit of 60 ft. Otherwise off site signs are not permitted
3 except as indicated in the Signage Master plan.

4 **Pennant** means a flag tapering to a point usually strung together by line or rope.

5 **Portable Sign** means any sign designed to be moved easily and not permanently affixed to
6 the ground or to a structure or building.

7 **Roof Sign** means a sign erected above the highest point of a flat roof or mounted on a gable
8 pitched or hipped roof.

9 **Vehicular Sign** means a sign or business identification affixed to any vehicle, including but
10 not limited to automobiles, trucks, tractors, trailers, wagons, carts, manufactured homes and
11 similar vehicles and their accessories.

12 **Exterior Window Sign** means any sign painted or applied to the interior/exterior of the
13 window of a tenant.
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13 window of a tenant.
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Sign Requirements

Wall Signs

Sign Criteria	
Maximum Sign Area	<p>Major and Sub-Major Tenants:</p> <ul style="list-style-type: none"> • 90 square feet or 17.5% of the square footage of the largest elevation of a single user building on a zone lot or the end cap of a Sub Major bar, whichever is greater shall be used to determine the maximum sign area. • The maximum percentage on any one face is not to exceed 8% of the largest elevation • If the building is a joint use building with 2 elevations available for signage, 60 square feet or 12% of the square footage of the largest leased exterior wall of a leased space shall be used to determine the maximum sign area.
Maximum Number of Signs:	No limit
Maximum Height:	Determined by the wall the sign is attached to
Illumination:	Only concealed illumination
Special Requirements:	

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Sign Criteria	
Maximum Sign Area	<p>Village and In-Line Shop Tenants:</p> <ul style="list-style-type: none"> • 6% of the square footage of the front building elevation of a single tenant of a Village shop or In-Line shop shall be used to determine the maximum sign area for the front of the building. Maximum sign height is 2'-0" • 5% of the square footage of the rear building elevation of a single tenant of a Village shop or In-Line shop shall be used to determine the maximum sign area for the rear of the shop. Maximum sign height is 2'-0". <p>3% of the square footage of the side building elevation of a single tenant end cap of a Village shop or In-Line shop shall be used to determine the maximum sign area for the exposed side of the shop. Maximum sign height is 2'-0".</p>
Maximum Number of Signs:	No limit
Maximum Height:	Determined by the wall the sign is attached to
Illumination:	Only concealed illumination
Special Requirements:	If there are continuous Village or In-Line shops sign faces for the different spaces must be centered in the sign band and have a minimum of 5'-0" separating the signs.

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Highway Monument/Pylon Signs

Sign Criteria	
Maximum Sign Area	Refer to Sign Type A
Maximum Number of Signs:	2
Maximum Height:	25'0"
Illumination:	Concealed illumination or up lights with shielded fixtures
Special Requirements:	

Monument Signs

Sign Criteria	
Maximum Sign Area	Refer to Sign Type B Entry Single Tenant Identity Monument:
Maximum Number of Signs:	Refer to Signage Location Plan
Maximum Height:	6'-9" Sign Type B
Illumination:	Concealed illumination or up lights with shielded fixtures
Special Requirements:	

Canopy Signs (Gas Station)

Sign Criteria	
Maximum Sign Area	60 square feet
Maximum Number of Signs:	2 per canopy
Maximum Height:	Below top of canopy
Illumination:	Only concealed illumination. Illuminated sign(s) on canopy. Canopy fascia not to be illuminated.
Special Requirements:	

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Menu Signs

Sign Criteria	
Maximum Sign Area	30 square feet
Maximum Number of Signs:	2 per drive through
Maximum Height:	6'-0"
Illumination:	Only concealed illumination
Special Requirements:	

Construction Signs

Sign Criteria	
Maximum Sign Area	32 square feet
Maximum Number of Signs:	1 per Major, Sub-Major or Pad Site tenant only
Maximum Height:	6'-0"
Illumination:	Not Permitted
Special Requirements:	

Future Use Identification Signs

Sign Criteria	
Maximum Sign Area	32 square feet
Maximum Number of Signs:	1 per Major, Sub-Major or Pad Site tenant only
Maximum Height:	6'-0"
Illumination:	Not Permitted
Special Requirements:	

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Landscape Design

Access and Circulation

Separate vehicular and pedestrian circulation systems should be provided. An on-site system of pedestrian walkways shall be designed to provide direct access and connections to and between the following:

- the primary entrance or entrances to each commercial building, including pad site buildings.
- any sidewalks or walkways on adjacent properties that extend to the boundaries shared with the commercial development.
- parking areas or structures that serve such primary buildings.
- connections between the on-site (internal) pedestrian walkway network and any public sidewalk system located along adjacent perimeter streets shall be provided at regular intervals along the perimeter street as appropriate to provide easy access from the public sidewalks to the interior walkway network.
- any public sidewalk system along the perimeter streets adjacent to the commercial development.
- where practical and appropriate, adjacent land uses and developments, including but not limited to residential developments, retail shopping centers, office buildings.

Walkways or sidewalks shall be a minimum of five (5) feet in width. At each point that the on-site pedestrian walkway system crosses a parking lot or internal street or driveway, the walkway or crosswalk shall be clearly marked through the use of a change in paving materials distinguished by their color, texture or height, such as brick, concrete pavers, scored or patterned colored concrete.

Provide “mid-block” pedestrian corridors on long blocks.

Continuous pedestrian walkways of eight feet (8’) wide should be provided along the full length of a primary building along any façade featuring a customer entrance and along any façade abutting customer parking areas. Such walkways should be located at least six feet (6’) from the façade of the building to provide planting beds for foundation landscaping, except where features such as arcades or entryways are part of the façade.

Public Rights-of-Way

The following landscape requirements shall be applicable for all areas within public rights-of-way.

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1 At last one (1) street tree is required for every 35 feet of local street frontage unless the City
2 Forester determines that additional space between trees is necessary to address specific siting
3 or other conditions. All areas of right-of-way for streets and utilities not covered by concrete,
4 asphalt or such other material for vehicular, bicycle or pedestrian travel shall be covered by
5 grass or groundcover, unless otherwise approved by the Zoning Administrator.

6 At least one (1) street tree is required for every 50 feet of collector and arterial street frontage
7 unless the City Forester determines that additional space between trees is necessary to address
8 specific siting or other conditions. All areas of right-of-way for streets and utilities not
9 covered by concrete, asphalt or such other material for vehicular, bicycle or pedestrian travel
10 shall be covered by grass, unless otherwise approved by the Zoning Administrator.

11 Required street trees shall be installed within the street right-of-way or within ten (10) feet of
12 the street right-of-way. If street trees are to be located outside of the right-of-way, the City
13 shall be authorized to require the establishment of a 15-foot landscape easement. The
14 proposed location of street trees must be shown on the Amenities Plan that accompanies the
15 subdivision plat.

16 Street trees need not be placed exactly at 35 or 50 foot intervals, but they must be placed
17 fairly evenly along the street frontage. The City Forester shall have the authority to determine
18 the final location of street trees, based on site factors such as the location of utilities and
19 driveways, intersection visibility requirements and other factors.

20 Street trees must comply with the following minimum size standards (all sizes to be
21 measured in accordance with American Standards for Nursery Stock published by the
22 American Association of Nurserymen.)

- 23 • Street trees planted adjacent to local streets must be a minimum size of 3 1/2-inch caliper.
- Street trees planted adjacent to collector streets must be a minimum size of 3 1/2-inch caliper.
- Street trees planted adjacent to arterial streets must be a minimum size of 4-inch caliper.

Organic mulch (woodchips) shall be installed to a minimum coverage thickness of 2 inches around street tree plantings within a radius to 3 feet of the trunk base.

Views into parking lots shall be screened from all public and private right of ways.

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1 Plant materials must be located such that a minimum two-foot clear zone behind the back of
 2 curb allows for car bumper overhang unless curb stops are utilized.

3 Shrubs shall be massed in order to strengthen street edges and buffer parking lots.

4 Medians in public rights-of-way shall be landscaped City of Fargo Land Development Code
 5 or as approved in the Development Permit process.

6 **Open Area Landscaping**

7 The following landscape requirements shall be applicable for all landscape open areas.

8 Landscaping provided to meet the Site Perimeter and Parking Lot Landscaping standards may
 9 not be counted towards meeting a projects Open Space Landscaping requirements.
 10 Landscaping provided in excess of either of these standards may count to Open Space
 11 Landscaping requirements.

12 All developments are required to provide at least five (5) plant units for each 1,000 square
 13 feet of lot area or fraction thereof based on the following table, and ten (10) square feet per
 14 plant unit shall be provided.

Type of Plant Material	Size	Equivalent Plant Units
Large, Mature Deciduous Tree	2 to 3.5-inch caliper >30 foot mature height	10
Large, Mature Evergreen Tree	8/10 foot height >30 foot mature height	10
Small, Mature Deciduous Tree	1.5 to 3-inch caliper 12 to 30 foot mature height	5
Small, Mature Evergreen Tree	4 to 5 foot height 12 to 30 foot mature height	5
Mature Shrub	2 gallon	1
Perennial Plants	2 gallon	1
	1 gallon	0.5

15 A minimum of 70 percent of the plant units required shall be installed in required front or
 16 street side setback areas.

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1 A maximum of 50% of the total landscape area of each property may be planted with
2 approved turf.

3 **Parking**

4 All developments shall meet the Off-Street Parking Schedules in Section 20-0701 B of the
5 Land Development Code. All developments shall be allowed to have a maximum of 20%
6 more spaces than the required minimum. Any additional spaces above the required 20% shall
7 be allowed only through a conditional use permit. The conditional use permit shall be granted
8 in accordance with Section 20-0909 upon the finding that additional spaces are needed. The
9 applicant and City shall agree to a specified amount of additional plant units to be provided
10 for the increased amount of parking starting at a base of 5% additional plant units provided
11 for each 5% increase in parking.

12 All developments seeking to provide fewer off-street parking spaces than required in the Off-
13 Street Parking Schedule of Sec. 20-0701-B, shall secure approval of an Alternative Access
14 Plan in accordance with Sec. 20-0701-E. Shared parking between adjacent businesses and/or
15 developments is highly encouraged whenever practical.

16 Off-street parking must be provided within 500 feet from the principal use and must not be
17 located where crossing of a roadway classified as a collector or higher is required.

18 In order to reduce the scale of parking areas, the total amount of parking provided shall be
19 broken up into parking blocks containing no more than 90 spaces which:

- 20 • Are separated from each other by landscaping, access drives or public streets,
21 pedestrian walkways or buildings.
- 22 • Have a consistent design angles for all parking within the block.
- 23 • Are oriented to buildings to allow pedestrian movement down and not across rows so
that they are walking parallel to moving cars and the need to cross parking aisles and
landscaped areas is minimized.

Where parking blocks are not easily defined, there shall be no more than fifteen (15) spaces
without an intervening, landscaped island at least nine (9) feet wide. A minimum of 25% of
the islands shall have a tree.

All parking plans shall identify areas for snow storage in the winter months.

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1 As applicable, shopping cart return stations shall be evenly distributed within and between
2 separate parking blocks and be identified on the final plan.

3 Required off-street parking areas are to be used solely for the parking of licensed, motor
4 vehicles in operating condition. Required spaces may not be used for the display of goods for
5 sale or lease or for long-term storage of vehicles, boats, motor homes, campers, mobile
6 homes, or building materials.

7 **Parking Lot Landscaping**

8 The following additional landscape requirements shall be applicable for all landscaped
9 parking lots

10 Landscaping provided to meet Site Perimeter and Open Space Landscaping standards shall
11 not be counted toward meeting the Parking Lot Landscaping standards.

12 Parking lot perimeter buffers shall be required for any off-street parking area containing more
13 than six (6) parking spaces that is within 100 feet (100') of a public street or within 50 feet
14 (50') of an adjoining residential use or zoning district. Parking lot screening shall be required
15 to be:

- 16 • Provided within ten feet (10') of the perimeter of the parking lot or driveway to be
17 screened.
- 18 • At least three feet (3') in height above the adjacent finished surface of the parking
19 area.
- 20 • Encompass a minimum of 100% of the linear distance of the parking area and/or
21 driveway(s). The maximum distance between screening shall be fifteen feet (15').
- 22 • Of one of the following materials:
 - 23 i. Plant material screen – a compact shrub of evergreen or densely twigged
deciduous shrubs planted at three feet (3') on center in one row or at six feet (6')
on center in two (2) staggered rows.
 - ii. An architecturally compatible solid wall or solid fence.
 - iii. A berm. Berms shall have a minimum crown width of two feet (2') and shall be
planted with vegetation. The height, slope and area required for the berm shall
be appropriate to the prevention of erosion and to facilitate safe maintenance of
the berm. The maximum slope for any berm shall be 3:1.
 - iv. Plant materials architecturally compatible walls and berms may be used in
combination to screen.

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1 Each parking block shall be separated from other parking blocks by a landscaped median or
2 berm that is at least eight feet (8') wide, or by a landscaped median with a pedestrian
walkway or sidewalk that is at least ten feet (10') wide, or by a low decorative fence or wall
that has a maximum height of three feet (3') bordered by landscaping on at least one side.

3 The primary landscaping material to be used within a parking lot shall be trees which provide
4 shade or are capable of providing shade at maturity. Shrubbery, hedges and other planting
materials may be used to complement the tree landscaping

5
6 Trees should be located throughout the parking lot and not simply at the ends of parking
7 aisles. In order to be considered within the parking lot, trees should be located in planters that
are bounded on at least three (3) sides by parking area paving.

8 Within parking lot islands and medians, trees shall be a minimum of four feet (4') from any
9 curb edge. All parking lot islands shall maintain an eighteen inch (18") clear zone from any
10 curb edge. In no circumstance shall any shrub, perennial or ornamental grass have a mature
height of more than three feet (3').

11 Plant materials must be located such that a minimum two-foot clear zone behind the back of
12 curb allows for car bumper overhang unless curb stops are utilized.

13 Shrubs shall be massed in order to strengthen street edges and buffer parking lots.

14 At 18' and wider islands, a 3' wide band of 3" to 6" diameter cobble mulch over filter fabric
15 shall be provided behind the curb. Top of cobble shall not be higher than the adjacent top of
16 curb. All cobble shall be hand laid with flat sides down. Interior to the cobble mulch shall
be Shredded Hardwood mulch.

17 At 9' and up to 18' wide islands, a 2' wide band of 3" to 6" diameter cobble mulch or river
18 rock over filter fabric shall be provided behind the curb. Top of cobble/river rock shall not
19 be higher than adjacent top of curb. All cobble/river rock shall be hand laid with flat sides
down. Interior to the cobble/river rock mulch shall be Shredded Hardwood mulch

20 Parking lot islands in front of all buildings shall be a minimum 18 feet wide and 18 feet long
21 and contain a minimum of 3 TE per island or as approved in the Development Permit
22 process.
23

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Building Perimeter and Pad Site Foundations

1 Building foundations shall be planted with ornamental plant material, such as ornamental
2 trees, flowering shrubs and perennials, and ground covers.

3 Regularly maintained turf areas are acceptable.

4 In lieu of foundation plantings and/or turf areas adjacent to the building entryways and areas
5 bordering public parking; raised landscape planters and/or plaza like treatment of the ground
6 plane will be considered pending review of the City.

Service Area, Loading Dock and Utility Device Screening

7
8 Service, loading and utility areas shall be screened by fences, walls, landscaping, berms, or
any combination thereof.

9 Service areas must double (2x) the open space landscaping requirements

10 See requirements of Plant Material Standards & Upgrades.

11
12 Service, loading, and utility areas visible from residential areas shall be screened with a wall,
13 berm, trellising or combination, in addition to landscape requirements.

Detention, Retention, Water Quality Ponds and Bio-Swales

14
15 Detention, retention and water quality ponds shall be integrated physically, functionally, and
16 aesthetically into the adjacent landscape design. Vegetated slopes shall not exceed 4:1 and
17 all pond turf areas shall be properly drained. Water quality enhancement areas within the
bottom of the pond shall be planted with vegetation that is appropriate with the presence of
saturated soils and fluctuating water levels.

18
19 Pond depth should be limited to not more than ten feet. Pond grading should be designed to
20 accommodate access for maintenance equipment. Rock-scaped or riprap slopes are
21 prohibited except when necessary for erosion control and when approved by the City of
22 Fargo. Ponds shall be designed with natural sides and bottoms and shrub beds adjacent to the
23 top for transition to traditional, cultivated landscapes. Wetland plantings in low spots will be
encouraged.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 Additional landscaped requirements for areas surrounding detention, retention and water
2 quality ponds are as follows:

- 3 • The area within the tract surround the pond(s) shall be double (2x) the requirements
4 of open space landscaping.
- 5 • All natural seeded areas shall be watered by a permanent automatic irrigation system

6 Bio Swales are encouraged in lieu of underground storm sewer whenever practical. The use
7 of Bio Swales will allow the reduction of parking lot landscaping by 50%.

8 **Plant Material Standards & Upgrades**

9 Plant material standards shall be upgraded at Service Areas, Loading Docks and Utility
10 Device areas. To provide a more immediate screening of these areas. Other locations, as
11 identified during the Development Permit process shall meet the “Upgraded” provisions as
12 noted below:

13 Plant material for all landscape areas utilized as Service Areas, Loading Docks, and Utility
14 Device areas shall be installed in the following minimum sizes:

- 15 • Deciduous and Ornamental trees – B&B or tree spade, 3” caliper or 10’ height clump.
- 16 • Evergreen Trees – B&B or tree spade, 10’ to 12’ height
- 17 • Deciduous and evergreen shrubs - #5 container
- 18 • 50% of evergreen trees to have 12’ height minimum
- 19 • 75% of all trees to be evergreen

20 Plant material for all landscape areas identified as Upgraded Landscape Areas, shall be
21 installed in the following minimum sizes:

- 22 • Deciduous and Ornamental trees – B&B or tree spade, 3” caliper or 10’ height clump.
- 23 • Evergreen Trees – B&B or tree spade, 8’ to 12’ height
- Groundcover - #1 container
- Deciduous and evergreen shrubs - #5 container
- 50% of evergreen trees to have 12’ height minimum
- 50% of all trees to be evergreen

Plant material for all landscape areas shall be installed in the minimum sizes established in
the Open Space Landscaping requirements of these Standards

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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Timothy J. Mahoney, Mayor

(SEAL)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

29

ORDINANCE NO. _____

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AN ORDINANCE REPEALING AND RE-ESTABLISHING
A CONDITIONAL OVERLAY DISTRICT ON CERTAIN
PARCELS OF LAND LYING IN BLU WATER CREEK ADDITION,
BLU WATER CREEK SECOND ADDITION, AND
BENTLEY SQUARE ADDITION,
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 BLU Water Creek Addition, BLU Water Creel Second Addition, and Bentley Square Addition, City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on December 5, 2017; and,

WHEREAS, the rezoning changes were approved by the City Commission on January 2, 2018; and,

WHEREAS, it is intended by this ordinance that the base zoning districts applicable to the property described herein shall remain unchanged and that the intended effect hereof is to repeal one or more a "C-O", Conditional Overlay, District and to re-establish a modified version of a "C-O", Conditional Overlay, District;

NOW, THEREFORE,

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

Section 1. The following described property:

Lots Two (2) through Six (6), Block One (1) of BLU Water Creek Addition to the City of Fargo, Cass County, North Dakota,

is hereby rezoned to retain the base zoning district for said property and to repeal and re-establish the "C-O", Conditional Overlay, District such that the re-established "C-O", Conditional Overlay, District be, and hereby is, as set forth in Section 4 of this ordinance, below,

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 Section 2. The following described property:

2 Lots One (1) through Three (3), Block One (1) of BLU Water Creek Second Addition to
3 the City of Fargo, Cass County, North Dakota,

4 is hereby rezoned to retain the base zoning district for said property and to repeal and re-establish
5 the “C-O”, Conditional Overlay, District such that the re-established “C-O”, Conditional Overlay,
6 District be, and hereby is, as set forth in Section 4 of this ordinance, below,

6 Section 3. The following described property:

7 Lot Two (2), Block One (1) of Bentley Square Addition to the City of Fargo, Cass
8 County, North Dakota,

9 is hereby rezoned to retain the base zoning district for said property and to repeal and re-establish
10 the “C-O”, Conditional Overlay, District such that the re-established “C-O”, Conditional Overlay,
11 District be, and hereby is, as set forth in Section 4 of this ordinance, below,

11 Section 4. The “C-O”, Conditional Overlay, District terms are as follows:

- 12 1. This Conditional Overlay is intended to provide for a higher quality of design than is
13 afforded by the City of Fargo Land Development Code regarding future commercial and
14 residential development within the described property.
- 15 2. All primary buildings shall be constructed or clad with materials that are durable,
16 economically-maintained, and of a quality that will retain their appearance over time,
17 including but not limited to natural or synthetic stone; brick; stucco; integrally-colored,
18 textured or glazed concrete masonry units; high-quality pre-stressed concrete systems;
19 EIFS (exterior insulation finishing system), glass, metal panes similar to ‘Aluco Bond’
20 and synthetic panels similar to ‘Trespa’. Natural wood or wood paneling shall not be used
21 as a principal exterior wall material, but durable synthetic materials with the appearance
22 of wood may be used. Horizontal metal lap siding and vertical metal batten shall be
23 allowed on residential and commercial structures but shall not exceed 75% of the
 building elevation for residential structures and 50% for commercial.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

- 1 3. Color schemes shall tie building elements together, relate pad buildings within the same
2 development to each other, and shall be used to enhance the architectural form of a
3 building.
- 4 4. All building façades greater than 150 feet in length, measured horizontally, shall
5 incorporate wall plane projections or recesses having a depth of at least three percent of
6 the length of the façade, and extending at least 20 percent of the length of the façade. No
7 uninterrupted length of any façade shall exceed 150 horizontal feet. An articulated façade
8 would emphasize elements on the face of a wall including change in setback, materials,
9 roof pitch or height.
- 10 5. Ground floor façades that face public streets shall have arcades, display windows, entry
11 areas, awnings, or other such features along no less than 50 percent of their horizontal
12 length. If the façade facing the street is not the front, it shall include the same features
13 and/or landscaping in scale with the façade.
- 14 6. Flat roofs and rooftop equipment, such as HVAC units, shall be concealed from public
15 view by parapets and/or screens, including but not limited to the back of the structure.
16 The average height of such parapets shall not exceed one third of the height of the
17 supporting wall, and such parapets shall not be of a constant height for a distance of
18 greater than 150 feet.
- 19 7. Loading and/or services areas/facilities shall be located at the side or rear of buildings and
20 screened from public streets by structures and/or landscaping, with a minimum opacity of
21 50%.
- 22 8. Dumpsters and outdoor storage areas must be completely screened from view. Collection
23 area enclosures shall contain permanent walls on at least three (3) sides. The fourth side
shall incorporate a metal gate to visually screen the dumpster or compactor; however, if
the service side does not face any public right-of-way or residentially zoned property the
metal gate shall not be required.
9. Separate vehicular and pedestrian circulation systems shall be provided. An on-site
system of pedestrian walkways shall be designed to provide direct access and connections
to and between the following:
 - a) the primary entrance or entrances to each commercial building, including pad site
buildings.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

- b) any sidewalks or walkways on adjacent properties that extend to the boundaries shared with the commercial development.
- c) parking areas or structures that serve such primary buildings.
- d) connections between the on-site (internal) pedestrian walkway network and any public sidewalk system located along adjacent perimeter streets shall be provided at regular intervals along the perimeter street as appropriate to provide easy access from the public sidewalks to the interior walkway network.
- e) any public sidewalk system along the perimeter streets adjacent to the commercial development.
- f) where practical and appropriate, adjacent land uses and developments, including but not limited to residential developments, retail shopping centers, office buildings.

10. A minimum of 5% of the internal surface area of the parking lot shall be landscaped. The cumulative open space (green space) of each property shall consist of at least 10% of the total property acreage.

11. The following uses are prohibited.

- a) Detention Facilities
- b) Adult Entertainment Center
- c) Off-Premise Advertising Signs (directional signs that are less than 50 square feet in size are exempt for this prohibition)
- d) Portable Signs
- e) Vehicle Repair
- f) Industrial Service
- g) Manufacturing and Production
- h) Warehouse and Freight Movement
- i) Aviation/Surface Transportation

Section 5. The City Auditor is hereby directed to amend the zoning map now on file in his office so as to conform with and carry out the provisions of this ordinance.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 6. This ordinance shall be in full force and effect from and after its passage and approval.

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Timothy J. Mahoney, Mayor

(SEAL)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:



3

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

January 11, 2018

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

RE: Joint Powers Agreement—Fargo and Moorhead—Transit

Dear Commissioners:

At your December 18, 2017 meeting, you approved a Joint Powers Agreement with the City of Moorhead that served as the Master Operating Agreement for the providing of transit service within the two cities. Subsequently, Moorhead city administration requested a clarification of the provision regarding the term of the agreement and termination thereof. The term of the agreement will extend to December 31, 2037 and thereafter the agreement will be renewable automatically on an annual basis unless either party wishes to terminate the agreement. The current language called for the opportunity of an annual review of terms by the parties. The proposed clarifying language enhances the annual review process to allow either party to terminate the agreement if the party is dissatisfied with the results of the review discussion. I am enclosing a single page containing the proposed revision to your approved form of agreement.

SUGGESTED MOTION: I moved to approve the proposed revision to the Joint Powers Agreement/Master Operating Agreement with the City of Moorhead, previously approved December 18, 2017.

Sincerely,

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

Erik R. Johnson

ERJ/lmw



1.2 Term and Notice to Terminate.

This agreement shall continue in full force and effect for a term beginning the effective date hereof and ending December 31, 2037, ~~from~~ the terms of which may be reviewed annually by the parties. This agreement shall otherwise automatically continue thereafter for successive one year terms unless either party notifies the other in writing of the party's intent to terminate this agreement twelve (12) months prior to the end of a contract period. Upon receipt of such written notice, the parties shall continue with discussions concerning future ownership of the MTG building as outlined in section 2.4. As part of any such annual review of the terms hereof, in the event either party is dissatisfied with the results of a written request to the other party for the revision of one or more such term of the agreement and if more than one-hundred-twenty (120) days has transpired since the delivery of said notice without satisfactory resolution as determined by either party, then, in that event, either party may terminate the agreement upon one hundred eighty (180) days' written notice to the other party. The parties agree to consider mediation as a means to resolve matters. For purposes of this provision, all written notification must be delivered to (a) the city auditor or clerk, (b) the city administrator or manager and (c) the mayor of the other party.

1.3 Annual Budget Review: Cost Allocation Formulas.

The parties agree to jointly prepare an annual budget for the all aspects of MAT, including the following:

- Metro Transit Garage (MTG)
- Vehicle Maintenance
- MAT Fixed Route Transit
- MAT Paratransit
- MAT Non-revenue Vehicles
- Ground Transportation Center (GTC)
- Marketing, Revenue and Programming
- Administration and Staffing
- Insurance, Licensing, and Safety Considerations for property and vehicles

The annual budget for each item listed above shall clearly identify estimated costs for each city in providing the identified transit services. MAT Non-Revenue Vehicles shall mean vehicles used to support revenue vehicle operations and that are not used to carry transit passengers. Types of MAT Non-revenue Vehicles include tow trucks, supervisor vans, transit police cars, staff cars and maintenance vehicles for maintaining passenger facilities and rights-of-way (e.g. rail stations, bus shelters and track).

1.4 Federal Clauses

The parties agree to adopt and incorporate by reference into this agreement, applicable federal rules and regulations and any amendments thereto. A copy of current applicable rules is attached hereto as Exhibit 1.

1.5 Amendment

Except as set forth in paragraph 5.7, amendment of the terms and conditions of this agreement shall be in writing, approved by motion or resolution of the governing bodies of the parties.



GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17996 (07/2016)

4

G - _____ (_____) _____ Site License Number (Attorney General Use Only)

Full, Legal Name of Gaming Organization Plains Art Museum

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Fargo Billiards and Gastropub			
Street 3234 43rd St. S.	City Fargo	ZIP Code 58104	County Cass
Beginning Date(s) Authorized 2/8/18	Ending Date(s) Authorized 6/30/18	Number of twenty-one tables if zero, enter "0": 3	
Specific location where games of chance will be conducted and played at the site (required) ENTIRE FACILITY - excluding restrooms and office areas.			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)	
Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input checked="" type="checkbox"/> Bingo	<input checked="" type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input checked="" type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input checked="" type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input checked="" type="checkbox"/> Seal Board	<input checked="" type="checkbox"/> Poker
<input checked="" type="checkbox"/> ELECTRONIC 50/50 Raffle	<input checked="" type="checkbox"/> Punchboard	<input checked="" type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input checked="" type="checkbox"/> Prize Board	<input checked="" type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input checked="" type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table

APPROVALS	
Attorney General	Date
Signature of City/County Auditor	Date 01/16/2018
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	

INSTRUCTIONS:

1. City/County Auditors - Retain a copy of the Site Authorization for your files.
2. City/County Auditors - Return the original Site Authorization form to the Organization.
3. Organizations - Send the original, signed, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval.

RETURN ALL DOCUMENTS TO:

Office of Attorney General
 Licensing Section
 600 E Boulevard Ave, Dept. 125
 Bismarck, ND 58505-0040
 Telephone: 701-328-2329 OR 800-326-9240



APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

50

\$25.00
1-2-18

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

Name of Non-profit Organization <i>Catholic Daughters of the Americas Court St. St</i>		Date(s) of Activity <i>APRIL 14 2018 to 4/14/18</i>	For a raffle, provide drawing date(s): <i>4/14/18</i>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <i>Rebecca Trangsud</i>		Title <i>Joachim NBR 2638 Fin. Secretary</i>	Business Phone Number <i>701-208-0738</i>	
Business Address <i>3419 43rd Ave S</i>		City <i>Fargo</i>	State <i>ND</i>	Zip Code <i>58104</i>
Mailing Address (if different)		City	State	Zip Code
Name of Site Where Game(s) will be Conducted <i>Sts. Anne & Joachim Church</i>		Site Address <i>5202 25th St. S</i>		
City <i>Fargo</i>		State <i>ND</i>	Zip Code <i>58104</i>	County <i>Cass</i>
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
<i>Raffle</i>	<i>Quilt</i>	<i>750.00</i>			
Total:					(Limit \$12,000 per year) <i>\$ 750.00</i>

Intended uses of gaming proceeds: *Catholic Daughters sponsored charity projects*

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>Sharon Beauclan</i>	Date <i>12-3-17</i>	Title <i>Regent</i>	Business Phone Number <i>701-243-7051</i> <i>Home</i>
------------------------------------------------------------------------------	------------------------	------------------------	-------------------------------------------------------------

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\$25.00 pd
1-3-18



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

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

Name of Non-profit Organization <i>EL Zagal 57 Director's Staff</i>		Date(s) of Activity to		For a raffle, provide drawing date(s): <i>09/09/2018</i>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <i>Michael Dow</i>		Title		Business Phone Number	
Business Address <i>3550 8th Ave S #105</i>		City <i>Moorhead</i>		State <i>MN</i>	Zip Code <i>56560</i>
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted <i>EL Zagal Shrine Center</i>		Site Address <i>1429 3rd ST N</i>			
City <i>Fargo</i>		State <i>ND</i>	Zip Code <i>58102</i>	County <i>Cass</i>	
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
<i>Raffle</i>	<i>Motorcycle</i>	<i>* 4000</i>			
Total:					(Limit \$12,000 per year) <i>\$ 4000</i>

Intended uses of gaming proceeds: *Charitable concerns (Transportation Fund)*

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>Michael Dow</i>	Date <i>01/03/18</i>	Title <i>Chairman</i>	Business Phone Number <i>201-730-5456</i>
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APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT
 OFFICE OF ATTORNEY GENERAL
 SFN 9338 (08/2016)

54

\$25.00
 V#6827
 1-3-18

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

Name of Non-profit Organization Muskies Inc 7-m chapter		Date(s) of Activity Feb 8, 2018 to Feb 8, 2018	For a raffle, provide drawing date(s): Feb 8, 2018	
Person Responsible for the Gaming Operation and Disbursement of Net Income Richard A. Eagleson		Title club treasurer	Business Phone Number 701-237-4801	
Business Address 909 Page Dr		City Fargo	State ND	Zip Code 58103
Mailing Address (if different) SAME		City -	State -	Zip Code -
Name of Site Where Game(s) will be Conducted Ramada Fargo		Site Address 3333 13th Ave S		
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 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	List Attached	\$590. ⁰⁰			
Total:					(Limit \$12,000 per year) \$ 8590. ⁰⁰ / ₁₀₀

Intended uses of gaming proceeds: Muskie Research, Fish Stocking, Good Sportsmanship Youth Camps and Fishing, Food For Fish.

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: \$ 1,000.⁰⁰ This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official <i>Richard A. Eagleson</i>	Date 1-3-18	Title club treasurer	Business Phone Number 701-237-4801
----------------------------------------------------------------------------------	-----------------------	--------------------------------	----------------------------------------------

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✓ 1117
25.00
1/11/18



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

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

Name of Non-profit Organization Boosters Of North Dakota Elite Dancers "bonded"	Date(s) of Activity 2/18/2018 to 2/18/2018	For a raffle, provide drawing date(s): 02-18-18	
Person Responsible for the Gaming Operation and Disbursement of Net Income Andrea Olson	Title Co-treasurer	Business Phone Number	
Business Address 758 34th St N Suites N & K	City Fargo	State ND	Zip Code 58102-0000
Mailing Address (if different) Po Box 298	City West Fargo	State ND	Zip Code 58078-0000
Name of Site Where Game(s) will be Conducted South High School	Site Address 1840 15th Ave S		
City Fargo	State ND	Zip Code 58103-0000	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 Basket	lamberry wraps, vehicle care, nail kit	\$45.00	Raffle Basket	salon hair products	\$100.00
Raffle Basket	Koozie, cups, hats, shirt, free lesson	\$100.00	50/50 Raffle	raffle tickets 50% will go to winner	\$250.00
Raffle Basket	dermatology treatment	\$372.00			
Raffle Basket	Pampered Chef popcorn maker	\$50.00			
Raffle Basket	Holiday Inn Stay, Hoaties, apples	\$150.00			
Raffle Basket	NDSU Basketball + tickets	\$125.00			
Raffle Basket	Gift, cupcakes and gift certificate	\$40.00			
Raffle Basket	Yoga basket, mat, glitter, waterbottle	\$125.00			
Raffle Basket	Transformation Spa products	\$200.00			
Total:					(Limit \$12,000 per year) \$ 1,357.00

Intended uses of gaming proceeds: Proceeds will be used to offset competition registration costs, uniform costs, and help to cover the end of the year banquet

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>Andrea Olson</i>	Date 1-10-18	Title President	Business Phone Number 701-200-7616
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cc 25.00
1/11/18



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

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

Name of Non-profit Organization El Zagal Escort Motor Patrol	Date(s) of Activity	For a raffle, provide drawing date(s): May 5, 2018	
Person Responsible for the Gaming Operation and Disbursement of Net Income PAT JONES	Title Executive	Business Phone Number 701-238-6607	
Business Address 1429 3RD St N	City Fargo	State ND	Zip Code 58102
Mailing Address (if different) 2325 Willows Rd N	City Fargo	State ND	Zip Code 58102
Name of Site Where Game(s) will be Conducted El Zagal Shrine Center	Site Address 1429 3RD St 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 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	Fishing Trip	\$2760			
Total:					(Limit \$12,000 per year) \$ 2760

Intended uses of gaming proceeds: Unit expences

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: \$ 2139. This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official 	Date 1/11/18	Title Executive	Business Phone Number 701 238 6607
--------------------------------------------------------	-----------------	--------------------	---------------------------------------

CITY OF
Fargo
ASSESSMENT DEPARTMENT

loa

January 5, 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 3017 21 St. S as submitted by Brett & Ashley Johnson. 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.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$95 with the City of Fargo's share being \$15.

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 Brett & Ashley Johnson Phone No. (701) 212-5149
 2. Address of Property 3017 21 St S.
 City FARGO State ND Zip Code 58103
 3. Legal description of the property for which the exemption is being claimed. S 20 ft of Lt. 2 & N 40' of Lt. 3 Blk 7 Rheault
 4. Parcel Number 01-2350-00915000 Residential Commercial Central Business District
 5. Mailing Address of Property Owner 3017 21 St. S.
 City Fargo State ND Zip Code 58103

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). ReSided house & painted garage (Shed to be painted in spring)
 7. Building Permit No. 171692 8. Year Built 1980
 9. Date of Commencement of making the improvement 10.29.17
 10. Estimated market value of property before improvement \$ 149700
 11. Cost of making the improvement (all labor, material and overhead) \$ 3500.00
 12. Estimated market value of property after improvement \$ 157100

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 [Signature] Date 10.26.17

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): 3 YEARS FOR QUALIFYING WORK
 Assessor's Signature [Signature] Date 1/5/18

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 _____



December 28, 2017

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 2014 25 Ave. S as submitted by Mark A. & Cheryl M. Kraft. 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.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$160 with the City of Fargo's share being \$25.

Sincerely,

A handwritten signature in cursive script, appearing 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 Mark + Cheryl Kraft Phone No. 701-412-8160

2. Address of Property 2014 25 Aves
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. Lt 3 Blk 5 Wentz

4. Parcel Number 01-3750-008(0700) 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). Reside Dwelling

7. Building Permit No. 172136 8. Year Built 1982

9. Date of Commencement of making the improvement October 2017

10. Estimated market value of property before improvement \$ 246,000

11. Cost of making the improvement (all labor, material and overhead) \$ 19,848

12. Estimated market value of property after improvement \$ 258,500

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 Mark Kraft Date 12-26-17

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): 3 YEARS FOR QUALIFYING WORK
Assessor's Signature Den [Signature] Date 12/28/17

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 _____



bc

December 22, 2017

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 1607 41 Ave. S as submitted by Gregory B. & Nicole R. Gullickson. 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 2017, 2018 & 2019.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$490 with the City of Fargo's share being \$80.

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

N.D.C.C. ch. 57-02.2

(File with the city assessor or county director of tax equalization)

Property Identification

1. Legal description of the property for which exemption is claimed
Lot 5, Block 1 Rosewood Park Addition

2. Address of Property 1607 41 Ave S

3. Parcel Number 01-2490-00100-000

4. Name of Property Owner Gullickson, Gregory & Nicole Phone No. 701-412-8141

5. Mailing Address of Property Owner 1607 41 Ave S

Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). Remodel bathroom, kitchen, living room, half bath & replace some windows

7. Building permit No. 161923 8. Year built (residential property) 1987

9. Date of commencement of making the improvements 09-06-16

10. Estimated market value of property before the improvements \$ 413,304.82

11. Cost of making the improvement (all labor, material and overhead) \$ 202,695.78

12. Estimated market value of property after the improvements \$ 616,000.00

Applicant's Certification And Signature

13. I certify that the information contained in this application is correct to the best of my knowledge.

Applicant Nicole R. Gullickson Date 12-20-17

Assessor's Determination And Signature

14. The assessor/county director of tax equalization finds that the improvements described in this application do not meet the qualifications for exemption for the following reason(s): 3 YEARS FOR QUALIFYING WORK

Assessor/Director of Tax Equalization [Signature] Date 12/27/17

Action Of Governing Body

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

Approval is subject to the following conditions: _____

Exemption is allowed for years 20____, 20____, 20____, 20____, 20____.

Chairperson _____ Date _____



December 22, 2017

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 3150 24 Ave. S as submitted by Israel Reyes Hernandez & Catherine E. Reyes. 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 2017, 2018 & 2019.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$380 with the City of Fargo's share being \$65.

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	<u>Israel Reyes Hernandez & Catherine Reyes</u>	Phone No.	<u>218-671-5047</u>
2. Address of Property	<u>3150 24 Ave S</u>		
City	<u>FARGO</u>	State	<u>ND</u> Zip Code <u>58103</u>
3. Legal description of the property for which the exemption is being claimed.	<u>Lt. 1 B1K2 Westlake 4th Addn.</u>		
4. Parcel Number	<u>014008-00280-000</u>	Residential <input checked="" type="checkbox"/>	Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>
5. Mailing Address of Property Owner	<u>3150 24 Ave S</u>		
City	<u>Fargo</u>	State	<u>ND</u> Zip Code <u>58103</u>

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).	<u>Kitchen + bathrooms remodel and flooring throughout, new windows, trim / doors (interior)</u>		
7. Building Permit No.	<u>162317</u>	8. Year Built	<u>1991</u>
9. Date of Commencement of making the improvement	<u>03/2017</u>		
10. Estimated market value of property before improvement	\$ <u>210,400</u>		
11. Cost of making the improvement (all labor, material and overhead)	\$ <u>+/- 25,000</u>		
12. Estimated market value of property after improvement	\$ <u>239,900</u>		

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	<u>Catherine Reyes</u>	Date	<u>12-21-17</u>

Assessor's Determination

14. The local assessor finds that the improvements in this application <input checked="" type="checkbox"/> has <input type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s):	<u>3 YEARS FOR QUALIFYING WORK</u>		
Assessor's Signature	<u>Don Hendrick</u>	Date	<u>12/27/17</u>

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied <input type="checkbox"/> Approved <input type="checkbox"/>			
Approval subject to the following conditions:	_____		
Chairman of Governing Body	_____	Date	_____

CITY OF
Fargo
ASSESSMENT DEPARTMENT

(be)

December 26, 2017

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 3095 22 St. S as submitted by Rolinda M. Mix Life Estate. 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 2017, 2018 & 2019.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$70 with the City of Fargo's share being \$10.

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	<u>ROLINDA MIX</u>	Phone No.	<u>701-799-7394</u>
2. Address of Property	<u>3095 22 ST S</u>		
City	<u>FARGO</u>	State	<u>ND</u> Zip Code <u>58103</u>
3. Legal description of the property for which the exemption is being claimed.	<u>LOT 13 BLK L IJM ADDITION</u>		
4. Parcel Number	<u>01-1405-00580-000</u>	Residential <input checked="" type="checkbox"/>	Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>
5. Mailing Address of Property Owner	<u>3095 22 ST S</u>		
City	<u>FARGP</u>	State	<u>ND</u> Zip Code <u>58103</u>

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).	<u>RESIDE DWELLING</u>		
7. Building Permit No.	<u>171688</u>	8. Year Built	<u>1980</u>
9. Date of Commencement of making the improvement	<u>October 2017</u>		
10. Estimated market value of property before improvement	\$	<u>102100</u>	
11. Cost of making the improvement (all labor, material and overhead)	\$	<u>10,437.50</u>	
12. Estimated market value of property after improvement	\$	<u>107700</u>	

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 <u>Rolinda Mix</u> Date <u>11-26-2017</u>

Assessor's Determination

14. The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s): <u>3 YEARS FOR QUALIFYING WORK</u>
Assessor's Signature <u>Den Anderson</u> Date <u>12/22/17</u>

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied <input type="checkbox"/> Approved <input type="checkbox"/>
Approval subject to the following conditions: _____
Chairman of Governing Body _____ Date _____

CITY OF
Fargo
ASSESSMENT DEPARTMENT



January 2, 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 2913 Southgate Dr. S as submitted by Eric L. & Kristy L. Tarnow. 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 \$135 with the City of Fargo's share being \$25.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Ben Hushka', written over a horizontal line.

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 Eric + Kristy Tarnow Phone No. 701-330-6316

2. Address of Property 2913 Southgate Dr. S
 City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. _____
Lot 23 B1K10 Westgate Village

4. Parcel Number 01-40w-01590w 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). Reside Dwelling

7. Building Permit No. 171512 8. Year Built 1975

9. Date of Commencement of making the improvement August 2017

10. Estimated market value of property before improvement \$ 234,500

11. Cost of making the improvement (all labor, material and overhead) \$ 26,749

12. Estimated market value of property after improvement \$ 245,200

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 [Signature] Date 12-28-2017

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 1/2/18

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



January 2, 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 2323 Sundance Cir. S as submitted by Jeffrey D. & Susan J. Love. 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 \$65 with the City of Fargo's share being \$10.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Ben Hushka', written over the word '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 Jeffrey & Susan Love Phone No. 701-340-9739

2. Address of Property 2323 Sundance Cir S
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. _____
pt of Lt 28 B1K 12A Replat Southview Villages

4. Parcel Number 01-2840-02440W 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). Reside Dwelling

7. Building Permit No. 171901 8. Year Built 1977

9. Date of Commencement of making the improvement October 2017

10. Estimated market value of property before improvement \$ 113,000

11. Cost of making the improvement (all labor, material and overhead) \$ 10,600

12. Estimated market value of property after improvement \$ 118,100

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 Jeffrey Love Date 12/29/17

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 Deu Anantha Date 1/2/18

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

lh

December 22, 2017

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 1534 8 Ave. S as submitted by Bryanna L. Johnson. 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 2017, 2018, 2019, 2020 & 2021.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$70 with the City of Fargo's share being \$10.

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 Bryanna Johnson Phone No. 218/770-4840

2. Address of Property 1534 8 Aves
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. _____
L+19 B11K 5 Darlings 2nd

4. Parcel Number 01-0560-01160200 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). Remodel 2 full Baths

7. Building Permit No. 171466 8. Year Built 1946

9. Date of Commencement of making the improvement August 2017

10. Estimated market value of property before improvement \$ 183,300

11. Cost of making the improvement (all labor, material and overhead) \$ 8184

12. Estimated market value of property after improvement \$ 188600

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 Bryanna (Johnson) Scitz Date 12-21-17

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 Deu Heubler Date 12/27/17

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

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December 22, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

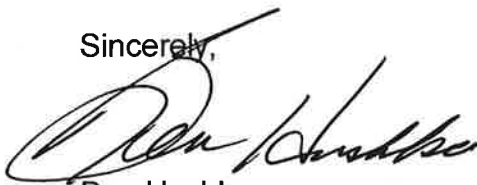
Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1742 14 St. S as submitted by Rachel J. Hauan. 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 2017, 2018, 2019, 2020, & 2021.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$275 with the City of Fargo's share being \$45.

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	<u>RACHEL HAUAN</u>	Phone No.	_____
2. Address of Property	<u>1742 14 ST S</u>		
City	<u>FARGO</u>	State	<u>ND</u> Zip Code <u>58103</u>
3. Legal description of the property for which the exemption is being claimed.	<u>N 7 FT OF LT 15 & S 57 FT OF LT 16, BLK 2; BOHNSACKS 1ST ADDN</u>		
4. Parcel Number	<u>01-0161-00250-000</u>	Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>	
5. Mailing Address of Property Owner	<u>1742 14 ST S</u>		
City	<u>FARGO</u>	State	<u>ND</u> Zip Code <u>58103</u>

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).	<u>Kitchen Remodel</u>		
7. Building Permit No.	<u>171740</u>	8. Year Built	<u>1955</u>
9. Date of Commencement of making the improvement	<u>9-22-2017</u>		
10. Estimated market value of property before improvement		\$	<u>172800</u>
11. Cost of making the improvement (all labor, material and overhead)		\$	<u>58,500</u>
12. Estimated market value of property after improvement		\$	<u>194,100</u>

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	<u>Rachel Hoelvel (Hauan)</u> Date <u>12-20-17</u>

Assessor's Determination

14. The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s):	<u>5 YEARS FOR QUALIFYING WORK</u>
Assessor's Signature	<u>Don Niska</u> Date <u>12/27/17</u>

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied <input type="checkbox"/> Approved <input type="checkbox"/>	
Approval subject to the following conditions:	_____
Chairman of Governing Body	_____ Date _____



December 22, 2017

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 1014 14 Ave. S as submitted by Arthur L. & Betty J. Haugen. 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 2017, 2018, 2019, 2020 & 2021.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$120 with the City of Fargo's share being \$20.

Sincerely,

A handwritten signature in black ink, appearing 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 Arthur & Betty Haugen Phone No. 701-318-2473

2. Address of Property 1014 14 Ave S
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. L+ 18 B1K4 Bulands Subd, Huntington

4. Parcel Number 61-0280-00830W 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). Reside Dwelling

7. Building Permit No. 172313 8. Year Built 1953

9. Date of Commencement of making the improvement November 2017

10. Estimated market value of property before improvement \$ 188,200

11. Cost of making the improvement (all labor, material and overhead) \$ ~~15,000~~ 25,000

12. Estimated market value of property after improvement \$ 197,700 ?

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 Arthur L Haug Date 12-19-17

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 J. [unclear] Date 12/27/17

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 _____

Improvements

Steel Siding

Deck OUT FRONT

ROOF - re shingle

and Electrical

WORK

IN and

OUT of

Home.

Also 2 windows

and a

picture

window

\$ 25,000



December 28, 2017

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 1254 2 St. N as submitted by Jace M. & Kaitlyn M. Foss. 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 \$210 with the City of Fargo's share being \$35.

Sincerely,

A handwritten signature in black ink, appearing 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 Jace + Kaitlyn Foss Phone No. 701-261-7526

2. Address of Property 1254 25th N
 City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. L+19 BIK 5 Holes 1st

4. Parcel Number 01-1360-01410-00 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). Remodel master bedroom/bath
Remove wall to enlarge + replace windows

7. Building Permit No. 171108 8. Year Built 1935

9. Date of Commencement of making the improvement June 2017

10. Estimated market value of property before improvement \$ 295,700

11. Cost of making the improvement (all labor, material and overhead) \$ 35,000

12. Estimated market value of property after improvement \$ 312,100

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 [Signature] Date 12/14/17

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 12/28/17

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



January 5, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

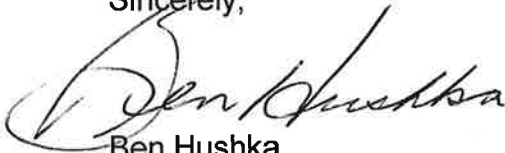
Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1261 10 St. N as submitted by MLB Properties ND LLC. 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 \$255 with the City of Fargo's share being \$45.

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 MLB Properties ND LLC Phone No. _____

2. Address of Property 1261 10 St N

City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed _____
Pt of L+45 Owners

4. Parcel Number 01-2220-02460-00 Residential Commercial Central Business District

5. Mailing Address of Property Owner 4747 Woodhaven Dr. S

City Fargo State ND Zip Code 58104

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). Demo walls in basement, level floors, update electrical/plumbing, move bedroom doorway

7. Building Permit No. 171454 8. Year Built 1930

9. Date of Commencement of making the improvement August 2017

10. Estimated market value of property before improvement \$ 156,600

11. Cost of making the improvement (all labor, material and overhead) \$ 20,000

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 Rencawolsky Date 1-5-18

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 reasons: 5 YEARS FOR QUALIFYING WORK

Assessor's Signature Jan Muehler Date 1/5/18

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

lom

January 9, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

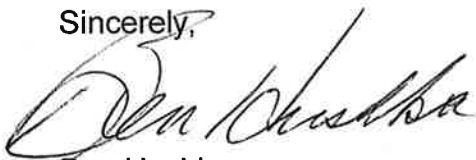
Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1506 8 St. N as submitted by Randy A. & Joan M. Engbretson. 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 \$115 with the City of Fargo's share being \$20.

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 Randy & Joan Engabretson Phone No. 701-232-1624

2. Address of Property 1506 8 ST N
 City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. LT2 B1K3 Chandlers Broadway

4. Parcel Number 01-0380-00480W 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). Reside Dwelling

7. Building Permit No. 172427 8. Year Built 1946

9. Date of Commencement of making the improvement December 2017

10. Estimated market value of property before improvement \$ 174,800

11. Cost of making the improvement (all labor, material and overhead) \$ 12642

12. Estimated market value of property after improvement \$ 183,900

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 Joan Engabretson Date 1.7.18
Randy Engabretson

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 Debra Dunbar Date 1/9/18

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 _____



FARGO POLICE DEPARTMENT

222 Fourth Street North, Fargo, North Dakota 58102

David E. Todd, Chief of Police

January 3, 2018

①

Board of City Commissioners
City Hall
Fargo, ND 58102

RE: PIPS Technology (ALPR) Automated License Plate Reader Purchase

Dear Commissioners:

The Fargo Police Department currently owns one (ALPR) Automated License Plate Reader system. Since owning this system, we have found they provide great value in our efforts to solve crime, locate individuals who are the subject of criminal investigations or have current arrest warrants. These systems also assist us in recovering stolen vehicles.

The Fargo Police Department would like to expand on this technology by purchasing five new systems and replacing the one system we currently are using. The total cost of purchasing six new systems is \$88,015.00.

Attached you will find the following documents, purchasing quote form, PIPS Technology sales agreement, request for purchase form and the completed sole source procurement form as well as an approval email from the city finance department.

Recommended Motion:

Accept the request for the equipment listed above and the cost associated with this purchase.

Please contact me if you have any questions or concerns.

Sincerely,

David E. Todd
Chief of Police

ADMINISTRATION
Phone: 701-241-1427
Fax: 701-297-7789

INVESTIGATIONS
Phone: 701-241-1405
Fax 701-241-1407

RECORDS
Phone: 701-241-1420
Fax: 701-241-8272

NON EMERGENCY
Phone: 701-235-4493



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:

PIPS Technology, a Neology Business 12760 Danielson Ct. Sute A Poway, CA 92064

Estimated Dollar Amount of Purchase:

\$72,295.00

The project/service is required to:

Allow the upgrade of our current LPR systems to the most recent technology in 2017 and to purchase three more systems in 2018. The upgrade will allow all systems to be current and operate at the same technology level.

Description of features or capabilities unique to the vendor/brand being requested as related to project requirements:

This purchase will need to be a sole source purchase because the current system/software and the new units only work with the software and server we currently utilize in West Fargo. We are happy with the system we currently use and do not wish to change to a different vendor. A change in vendor would require us to stop using the the current shared server in West Fargo as they do not intend on switching vendors. We currently are able to use data that is captured by any agency that uses the current shared server/software in West Fargo. To provide clarification, if a LPR system in West Fargo captures data we can use the data as we see appropriate, if we change systems this will no longer be the case. A metro wide shared system provides extreme value to us an a law enforcement agency.

Provide a brief description of how your investigation was conducted. (Internet, publications, consultations) List all sources identified and investigated to determine that no other source exists for similar products capable of meeting requirements (Must be exhaustive of all sources for the commodity being purchased. **)

PIPS Technology indicates that others do not interface with their system and that their software is proprietary. Because of this we are not able to purchase a comparable product and make it work with the system we share with West Fargo Police.


****If all sources are not investigated a competitive solicitation must be issued.**

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)

--

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

--

Signature: 
(Requestor)

Printed Name: Ross Renner

Department: :Police

Title: Deputy Chief

Date: 12/14/17

I, hereby, certify that this justification for other than full and open competition is accurate and complete to the best of my knowledge and belief.

 (Requestor initials)

Ross Renner

From: Jenica Flanagan
Sent: Monday, December 18, 2017 3:50 PM
To: Ross Renner
Subject: FW: Sole Source numbers approved
Attachments: Finance 12.18.17.docx

Hi Ross,

It was approved. Please use the SSP number noted below when paying any invoices.

Thank you!

JENICA FLANAGAN, CPA | Accounting Manager | Finance | **City of Fargo, North Dakota** | 200 N 3 St. Fargo, ND 58102
o: 701-241-1305 | f: 701-476-6754 | jflanagan@FargoND.gov

From: Jill Pagel
Sent: Monday, December 18, 2017 12:35 PM
To: Kent Costin
Cc: Jenica Flanagan
Subject: FW: Sole Source numbers approved

Kent, sorry I forgot to CC you on this.

From: Jill Pagel
Sent: Thursday, December 14, 2017 3:09 PM
To: Jeremy Gorden <JGorden@FargoND.gov>; Kristi Olson <KOlson@FargoND.gov>; Jennifer Graphenteen <JGraphenteen@FargoND.gov>; Kirstie Bosman <KBosman@FargoND.gov>; Benjamin Daeuber <BDaeuber@fargolibrary.org>; Betsy Dauer <edauer@fargolibrary.org>; James Hausauer <JHausauer@FargoND.gov>; Nadine Ballweg <nballweg@FargoND.gov>; Jennifer Pickett <JPickett@FargoND.gov>; Ron Gronneberg <RGronneberg@FargoND.gov>; Carol Sexton <CSexton@FargoND.gov>; Robert J Hasey <RHasey@FargoND.gov>; Scott Stenvold <SSStenvold@FargoND.gov>; Don Tucker <dtucker@FargoND.gov>; Troy Hall <THall@FargoND.gov>; Jodi Kosienski <JKosienski@FargoND.gov>; Cheryl Lackman <CLackman@fargolibrary.org>
Subject: Sole Source numbers approved

**Finance Committee Agenda
December 18, 2018**

Please reference the following Ad Numbers when paying your vendors, thanks.

- Engineering – Dakota Fence SSP17403
- Library – Mango Languages SSP18008
- Wastewater – International Products Corp (IPC) SSP18005
- Library – Morningstar SSP18002
- Solid Waste – A Greener Read SSP18001
- IS – Numerous Vendors for Maintenance of Software SSP18011
- Engineering – Inductive Automation SSP18012
- B & G – Capital Finance/Swanston Equipment SSP18013
- Wastewater – Anderson-Crane SSP18014
- WTP – Hach (LuminUltra) SSP18015
- WTP – Hach (Spectrophotometer) SSP18016
- WTP – Hach (Turbidimeter) SSP18017
- WTP – ASA Analytics SSP18006
- WTP – Tech Sales SSP18007
- WTP – Treatment Resources, Inc SSP18019
- Library - Plasticards dba Rainbow Printing SSP18020
- Police – 3M / Neology License Plate Reader SSP18021
- Central Garage – 2018 Blanket Procurement (Various Vendors)

**Jill Pagel | Deputy City Auditor | City of Fargo | 200 N 3rd St, Fargo, ND 58102
o: (701) 241-8108 | f: (701) 476-4188 | jpagel@FargoND.gov**

REQUEST FOR PURCHASE

REQUESTING DIVISION: Police DATE: 12-19-17

REQUESTING OFFICER/EMPLOYEE: Ross Renner

DESCRIPTION OF ITEM: (may be by brand/make/model, size, quantity, etc.)

(2) PIPS Technology AI PR Plate Readers

Price Each \$ 14,217.50

Total Requested \$ 28,435.00

Account # 101 5035 411 74 10

Project Number: (if applicable) _____

Ross Renner

Command Officer

Approved Denied

Vendor: PIPS Technology

12760 Danielson CT Suite A
Poway, CA 92064



ALPR Sales Agreement

Deputy Chief Ross Renner
 Fargo Police Department
 222 4th St.
 Fargo, ND 58102

December 18, 2017

RE: SX4 Upgrade Program 2017 – Fargo ND Police Department

Qty	Item	Description	List Unit Cost	Discount Percentage	Extended Cost
2	75-0302-2026-5	Mobile 4-CAMP634-950-25-25-08-08 VPSX4	\$15,950.00	-25%	\$23,925.00
1	75-0302-1787-3	4 CAM VALOR MOUNTING ASSEMBLY	\$1,050.00	-20%	\$840.00
2	75-0302-3694-9	Mob/Port Installation Service per car BO	\$1,200.00	N/A	\$2,400.00
1	75030236923	Travel Fee	\$1,100.00	N/A	\$1,100.00
		Subtotal:			\$28,265.00
		Tax:			N/A
		Shipping:			\$170.00
		Total:			\$28,435.00

NOTES:

- 1) SX4 Upgrade program pricing.
- 2) Customer to return old hardware w/in 60 days.
- 3) Customer to re-use existing mounting hardware for (2) vehicles or additional cost may apply.

Fargo Police Department
 222 4th St.
 Fargo, ND 58102

By: _____

Name: _____

Title: _____

Questions / Concerns? Contact Technical Services (833) PIPS-LPR or (833) 747-7577



	<h1>Purchasing Quote Form</h1>
-----------------------------------------------------------------------------------	--------------------------------

This form is required for every purchase between \$3,001 and \$25,000 per item. It applies to purchases made by credit card and/or by purchase order.

Purchase Date: 12/17/17 Requisition No. or Pcard No. (last 4 digits only): _____

Purchaser Name or Purchasing Card Name: Ross Renner

What is being purchased?
(2) PIPS Technology ALPR automated license plate readers

Is this an Emergency Purchase No (Yes/ No) If yes, no quotes are needed. Please indicate the Total Purchase Price, describe the urgent situation in the comment section and have the Department Head sign the signature line below.

Vendor #1 Name and Quote: PIPS Technology 12760 Danielson CT Poway, CA. 92064

Vendor #2 Name and Quote: _____

Vendor #3 Name and Quote: _____

Vendor Selected: PIPS Technology

Quantity Purchased: 2 Total Purchase Price \$: 28,435.00

If equipment over \$3,000 per unit was purchased, please complete the Fixed Asset Addition Form.

Comments:
This is a finance committee approved sole source purchase #SSP18021

Department Head Signature (for Emergency Purchase) _____

Auditors Office:

Documentation complete _____ (Yes/ No) Verified by _____ Date: _____

REQUEST FOR PURCHASE

REQUESTING DIVISION: Police DATE: 1-2-18

REQUESTING OFFICER/EMPLOYEE: Ross Renner

DESCRIPTION OF ITEM: (may be by brand/make/model, size, quantity, etc.)

(4) PIP'S Technology ALPR Plate Readers

Price Each \$ 14,995

Total Requested \$ 59,580.00

Account # 475 5010 510 74 10

Project Number: (if applicable) _____

DC Ross Renner
Command Officer

Approved Denied

Vendor: PIPS Technology
12760 Danrolson Ct Suite A
Poway, CA 92064



ALPR Sales Agreement

Deputy Chief Ross Renner
 Fargo Police Department
 222 4th St.
 Fargo, ND 58102

December 18, 2017


RE: SX4 Upgrade Program 2018 – Fargo ND Police Department

Qty	Item	Description	List Unit Cost	Discount Percentage	Extended Cost
4	75-0302-2026-5	Mobile 4-CAMP634-950-25-25-08-08 VPSX4	\$15,950.00	-20%	\$51,040.00
4	75-0302-1787-3	4 CAM VALOR MOUNTING ASSEMBLY	\$1,050.00	-20%	\$3,360.00
4	75-0302-3694-9	Mob/Port Installation Service per car BO	\$1,200.00	N/A	\$4,800.00
		Subtotal:			\$59,200.00
		Tax:			N/A
		Shipping:			\$380.00
		Total:			\$59,580.00

NOTES:

- 1) SX4 Upgrade program pricing.
- 2) Customer to confirm light bar make & model.
- 3) Travel Fee included on 2017 SX4 Upgrade Program.

Fargo Police Department
 222 4th St.
 Fargo, ND 58102

By: 
 Name: Ross Renner
 Title: Deputy Chief

Questions / Concerns? Contact Technical Services (833) PIPS-LPR or (833) 747-7577





Purchasing Quote Form

This form is required for every purchase between \$3,001 and \$25,000 per item. It applies to purchases made by credit card and/or by purchase order.

Purchase Date: 1-2-18 Requisition No. or Pcard No. (last 4 digits only): _____

Purchaser Name or Purchasing Card Name: Ross Renner

What is being purchased?
(4) PIP'S Technology ALPR Plate Readers

Is this an Emergency Purchase NO (Yes/No) If yes, no quotes are needed. Please indicate the Total Purchase Price, describe the urgent situation in the comment section and have the Department Head sign the signature line below.

Vendor #1 Name and Quote: PIP'S technology 12760 Davidson Ct. Poway CA 92064

Vendor #2 Name and Quote: _____

Vendor #3 Name and Quote: _____

Vendor Selected: PIP'S Technology

Quantity Purchased: 4 Total Purchase Price \$: 59,580.00

If equipment over \$3,000 per unit was purchased, please complete the Fixed Asset Addition Form.

Comments:
This is a sole source purchase that has been approved by the Finance Committee, Approval #55P18021

Department Head Signature (for Emergency Purchase) _____

Auditors Office:

Documentation complete _____ (Yes/ No) Verified by _____ Date: _____



8a-6

OFFICE OF THE CITY ADMINISTRATOR
Bruce P. Grubb

January 11, 2018

MEMORANDUM

To: Board of City Commissioners
From: Bruce P. Grubb, City Administrator *BPG*
Re: City Hall Construction – General Contract Change Order #17
Mechanical Contract Change Order #9

Attached, please find copies of Change Orders associated with the General and Mechanical Contracts for the City Hall construction project. A description of the change orders and associated dollar amounts is shown below:

General Contract

- Change Order #17** **\$6,961.00**
- Provide painted drywall access doors in Rooms W118 and Lobby A101.
 - Change to finish at bottom side of soffits in Chambers, Admin, HR, IS, Inspections, Assessors, Engineering, Finance and Planning.

Mechanical Contract

- Change Order #9** **\$6,392.00**
- Fuel costs for temporary heat during winter construction.

With approval of the above referenced change orders, an updated summary of the construction contracts would be as follows:

PROJECT SUMMARY					
Contract	Contractor	Original Bid	Change Orders	Current Amount	% Change
General	Olaf Anderson	\$16,442,900	\$694,105	\$17,137,005	4.22%
Mechanical	Robert Gibb	\$3,447,000	\$99,138	\$3,546,138	2.88%
Electrical	Sun Electric	\$2,607,000	\$50,021	\$2,657,021	1.92%
Total		\$22,496,900	\$843,264	\$23,340,164	3.75%

Similarly, a summary of the overall project budget would be as follows:

BUDGET SUMMARY			
Budget Category	Original Total	Current Total	Paid To-Date
City Hall Construction	\$22,000,000	\$23,340,164	\$19,190,936
FF&E	\$1,775,000	\$1,775,000	\$0
Centennial Hall Demo	\$600,000	\$772,468	\$772,468
Professional Fees	\$1,400,000	\$1,605,027	\$1,605,027
Contingency	\$1,940,767	\$223,108	NA
Total	\$27,715,767	\$27,715,767	\$21,568,431

Your consideration in this matter is greatly appreciated.

Suggested Motion:

Approve the following change order associated with the City Hall construction project:

Olaf Anderson Change Order #17 in the amount of \$6,961.00.

Robert Gibb Change Order #9 in the amount of \$6,392.00.

- C: Mike Redlinger, Assistant City Administrator
 Kent Costin, Finance Director
 Erik Johnson, City Attorney
 Terry Stroh, TL Stroh Architects

City Hall Construction Report - Contractor Progress Payments (1/12/18)

Contract	Contractor	Bid Amount	Change Orders	Present Amount	Paid To-date	Balance
General	Olaf Anderson	\$ 16,442,900	\$ 694,105	\$ 17,137,005	\$ 14,122,418	\$ 3,014,587
Mechanical	Robert Gibb	\$ 3,447,000	\$ 99,138	\$ 3,546,138	\$ 3,156,220	\$ 389,918
Electrical	Sun Electric	\$ 2,607,000	\$ 50,021	\$ 2,657,021	\$ 1,912,298	\$ 744,723
Total		\$ 22,496,900	\$ 843,264	\$ 23,340,164	\$ 19,190,936	\$ 4,149,228

PROJECT BUDGET SUMMARY

Budget Category	Original Total	Current Total	Paid To-Date
City Hall Construction	\$ 22,000,000	\$ 23,340,164	\$ 19,190,936
FF&E	\$ 1,775,000	\$ 1,775,000	\$ -
Centennial Hall Demo	\$ 600,000	\$ 772,468	\$ 772,468
Professional Fees	\$ 1,400,000	\$ 1,605,027	\$ 1,605,027
Contingency	\$ 1,940,767	\$ 223,108	\$ -
Total Budget	\$ 27,715,767	\$ 27,715,767	\$ 21,568,431

CHANGE ORDER SUMMARY

General Contract		\$	694,105
#1	Addition of curtain wall windows.	\$	396,565
#2	Revisions to generator building to accommodate mechanical changes.	\$	3,260
#3	Removal of existing foundation that was not known prior to construction. Lower footings to accommodate underground piping. Connection of City Hall & Civic Center roof and sump drainage system to new storm sewer.	\$	26,160
#4	Provide additional point load to three joists per structural engineer.	\$	46,014
#5	Design revisions to third floor.	\$	18,918
#6	Commission chamber revisions to remove windows and replace with Pre-	\$	45,463

#7	Fin metal wall panels for televising clarity and security. Add a new downstream storm sewer defender manhole, water main extension and hydrant, reroute storm sewer to avoid transformer/conduits. Existing 12" and 15" pipes deeper than proposed storm sewer. To connect Civic Center roof drains, the first 5 manholes coming off 66" storm sewer on 3rd Ave. need to be extended. Also extend downstream defender manhole.	\$	61,866
#8	Labor and materials associated with revisions to the interior floor plans. Construct a fire pump room block wall enclosure & door. IS request to install 3/4" CDX plywood backing behind gypsum board. Changes associated with Inspections Department request to add exterior pedestrian ramps to side entrance.	\$	13,774
#9	Geofoam foundation system. Floor plan revisions to Commission offices. Plywood backing behind gypsum board sheathing in IS Department. Tile work trim change from stainless steel to aluminum with nickel finish. Delete geo-foam at SE Chambers corner to accommodate wall and ramp. Provide heavier framing at Chambers.	\$	20,801
#10	Provide a 1-hour rating around beam at north Chamber wall. Eliminate some lockers and one bench in E107. Change from single tier lockers to two tier lockers.	\$	5,000
#11	Provide painted drywall access doors in Rooms W118 and Lobby A101. Finish change to bottom side of soffits at Chambers, Admin, IS, HR, etc.	\$	240
#12		\$	(23,168)
#13		\$	2,350
#14		\$	(2,854)
#15		\$	6,961
#16		\$	99,138
#17		\$	13,222
Mechanical Contract			
#1	Addition of sump pits and domestic water service.	\$	(4,100)
#2	Pricing reduction for control dampers.	\$	36,016
#3	Design revisions to third floor and HVAC modifications.	\$	20,956
#4	Omit finned tube radiation, add CO/NO2 monitors and VFD	\$	13,072
#5	Revised ductwork routing and sizing associated with floor plan revisions. Revise boiler venting to achieve 4' separation per State inspector. Revise location of fire protection riser, fire pump, jockey pump, dry system valve and air compressor in the added fire pump room. Revise air ductwork routing and RA opening locations in IS data center room. Change location of natural gas meter and provide additional piping, etc.	\$	4,930
#6		\$	3,023
#7		\$	

#8	Ductwork revisions at W106, W107, W108 and W128. Additional sprinklers at A/V room and stair 3-STR-D.	\$	5,627
#9	Fuel costs for temporary heating during winter construction.	\$	6,392
Electrical Contract		\$	50,021
#1	Relocate emergency generator for City Hall and Civic temporary power.	\$	12,960
#2	Design revisions to third floor.	\$	2,797
#3	Revise voltage of UPS to 480V in lieu of 208V.	\$	(3,341)
#4	Connect exhaust fan EF-8 to 20A/3P circuit breaker at HEM11 in lieu of 15A/3P circuit breaker at switchboard. Connect generator room damper motors to panel LEM11 in lieu of panel LG1.	\$	1,396
#5	IS requested revisions to training room. Floor plan revisions for lighting and lighting control.	\$	29,075
#6	Electrical work associated with the added fire pump room.	\$	1,857
#7	Floor plan revisions to Commission offices.	\$	1,359
#8	Rough-ins for future panic buttons in reception areas.	\$	1,744
#9	First floor office revisions for Inspections Department.	\$	2,174

AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address): Fargo City Hall Fargo, ND	CHANGE ORDER NUMBER: Gen#017 DATE: 12/7/17	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Olaf Anderson Construction PO Box 2766 Fargo, ND 58108	ARCHITECT'S PROJECT NUMBER: 2015.49 CONTRACT DATE: 6/7/16 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
 PRG20: Provide and install drywall access doors; paint to match wall and ceiling surfaces. (Rooms W118 and Lobby A101)
 ADD \$1,036.00
 RFC024: Change finish to bottom side of soffits at the Chambers, Inspections, Assessors, Human Resources, City Offices, Information Systems, Engineering, Planning and Finance. Trim board around soffit to be Wilson Art #6257. ADD \$5,925.00

The original Contract Sum was	\$ 16,442,900.00
The net change by previously authorized Change Orders	\$ 687,144.00
The Contract Sum prior to this Change Order was	\$ 17,130,044.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 6,961.00
The new Contract Sum including this Change Order will be	\$ 17,137,005.00

The Contract Time will be increased by Zero (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change ~~Directive~~ Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

T.L. Stroh Architects, Ltd ARCHITECT (Firm name) <hr/> 8 Seventh St. N., Fargo, ND 58102 ADDRESS <hr/>  BY (Signature) <hr/> Terry L. Stroh (Typed name) <hr/> 12/7/17 DATE	Olaf Anderson Construction CONTRACTOR (Firm name) <hr/> PO Box 2766, Fargo, ND 58108 ADDRESS <hr/>  BY (Signature) <hr/> Jeff Anstrom (Typed name) <hr/> 12.8.17 DATE	City of Fargo OWNER (Firm name) <hr/> 200 3rd St. N., Fargo, ND 58102 ADDRESS <hr/> BY (Signature) <hr/> (Typed name) <hr/> DATE
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



CHANGE PROPOSAL NO: PR-G20

Date sent to Contractor: 11-20-17

PROPOSAL REQUEST (NOT A CHANGE ORDER)

PROJECT: Fargo City Hall
Fargo, North Dakota

To: Olaf Anderson Construction
P.O. Box 2766
Fargo, ND 58108-2766

Attn: Lyn Narum

The cost of the following changes in your contract on the above job is hereby requested, and this form shall be completed and returned to our office as soon as possible. A breakdown of your costs shall be attached. Make three (3) copies. Keep one return two to T. L. Stroh Architects. Wait until notification before doing this work.

DESCRIPTION OF THE PROPOSED CHANGES

Access Doors:

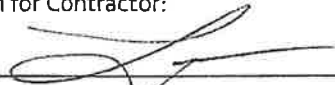
State amount to provide and install drywall access doors; paint to match wall and ceiling surfaces.

- Room W118 (wall) 16" x 16" access door; equal to Milcor M Architectural Flush.
- Lobby A101 (ceiling) 24" x 24" access door; ; equal to Milcor M Architectural Flush.

This will ADD \$ 1,036.00 to the contract price.

All work shall be equal to contract specifications.

Sign for Contractor:

By:  _____

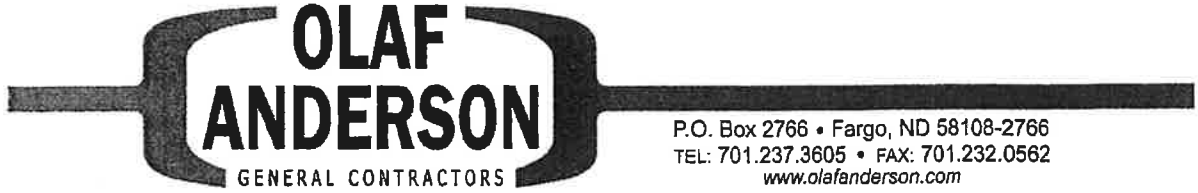
Date: 12-1-17 _____

CHANGE PROPOSAL

Change Proposal #: PR-G20

Date of Proposal: 12/1/17

Labor Breakdown (use additional sheets of necessary)				
Labor Classification:	# of People	Hours	Labor Rate/Hr	Labor Amount
CM	1	2	\$65.00	\$130.00
Carpentry	1	2	\$55.00	\$110.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
			Total Labor Costs:	\$240.00
Material Breakdown (use additional sheets of necessary)				
Material Description:	Quantity	Unit	Unit Cost	Materials Amounts
Construction Supply	1	LS	\$145.00	\$145.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Tax	7.50%			\$10.88
			Total Material Costs:	\$155.88
OTHER DIRECT COSTS (Subcontractors, Equipment, Travel, etc.)				
Description:	Quantity	Unit	Unit Cost	Other Cost Amounts
Miller	1	LS	430	\$430.00
Trail Painting	1	LS	150	\$150.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
			Total Direct Costs:	\$580.00
1. Total Labor Costs.....				
			\$240.00	
2. Total Material Costs.....				
			\$155.88	
3. Total Other Direct Costs.....				
			\$580.00	
4. Total Labor, Materials & Other Direct Costs.....			\$975.88	
5. Profit & Overhead (10 %) of Line 1.....			\$24.00	
6. Profit & Overhead (5 %) of Line 2.....			\$7.79	
7. Profit & Overhead (5%) of Line 3.....			\$29.00	
8. Total Change Proposal Costs (lines 4, 5, 6 &7).....				\$1,036.67



December 6, 2017

T.L. Stroh Architects, Ltd
8 Seventh St. N.
Fargo, ND 58102

Re: Fargo City Hall - RFC 024

Dear: Mr. Stroh,

The following is a proposed change to the original scope of work. Please review and authorize items below.

		Accepted	Y	N
1. Change finish to bottom side of soffits at the Chambers, Inspections, Assessors, Human Resources, City Offices, Information Systems, Engineering, Planning, and Finance per the detail provided by TL Stroh. (Trim board around soffit to be Wilson Art #6257 or Plain Sliced Oak)	Add	\$5,925.00	X	—
2. Change trim board around soffit to Chemetal #702	Add	\$615.00	—	X

Pricing Breakdown is attached

Once again, we thank you for giving us the opportunity to work with you on this project. If you have any questions please do not hesitate to call.

Sincerely,

Lynn Narum
Construction Manager
Olaf Anderson Construction, Inc.

Accepted by: _____

Date: _____

CHANGE PROPOSAL

Change Proposal #: RFC 024 i

Date of Proposal: 12/6/17

Description of Work: Soffit Changes with Chemetal

Labor Breakdown (use additional sheets of necessary)				
Labor Classification:	# of People	Hours	Labor Rate/Hr	Labor Amount
CM	1	3	\$65.00	\$195.00
Carpentry	1	16	\$55.00	\$880.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Labor Costs:				\$1,075.00
Material Breakdown (use additional sheets of necessary)				
Material Description:	Quantity	Unit	Unit Cost	Materials Amounts
				\$0.00
Fry Reglet	1	LS	\$1,090.00	\$1,090.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Tax	7.50%			\$81.75
Total Material Costs:				\$1,171.75
OTHER DIRECT COSTS (Subcontractors, Equipment, Travel, etc.)				
Description:	Quantity	Unit	Unit Cost	Other Cost Amounts
				\$0.00
northern woodwork	1	LS	2133	\$2,133.00
Trail Painting	1	LS	1800	\$1,800.00
				\$0.00
				\$0.00
				\$0.00
Total Direct Costs:				\$3,933.00
1. Total Labor Costs.....				
				\$1,075.00
2. Total Material Costs.....				
				\$1,171.75
3. Total Other Direct Costs.....				
				\$3,933.00
4. Total Labor, Materials & Other Direct Costs.....				
				\$6,179.75
5. Profit & Overhead (10 %) of Line 1.....				
				\$107.50
6. Profit & Overhead (5%) of Line 2.....				
				\$58.59
7. Profit & Overhead (5%) of Line 3.....				
				\$196.65
8. Total Change Proposal Costs (lines 4, 5, 6 &7).....				
				\$6,542.49

CHANGE PROPOSAL

Change Proposal #: RFC 024 ii

Date of Proposal: 12/6/17

Description of Work: Soffit Changes with WILSONART

Labor Breakdown (use additional sheets of necessary)																												
Labor Classification:	# of People	Hours	Labor Rate/Hr	Labor Amount																								
CM	1	3	\$65.00	\$195.00																								
Carpentry	1	16	\$55.00	\$880.00																								
				\$0.00																								
				\$0.00																								
				\$0.00																								
				\$0.00																								
				\$0.00																								
				\$0.00																								
Total Labor Costs:				\$1,075.00																								
Material Breakdown (use additional sheets of necessary)																												
Material Description:	Quantity	Unit	Unit Cost	Materials Amounts																								
				\$0.00																								
Fry Reglet	1	LS	\$1,090.00	\$1,090.00																								
				\$0.00																								
				\$0.00																								
				\$0.00																								
				\$0.00																								
				\$0.00																								
				\$0.00																								
Tax	7.50%			\$81.75																								
Total Material Costs:				\$1,171.75																								
OTHER DIRECT COSTS (Subcontractors, Equipment, Travel, etc.)																												
Description:	Quantity	Unit	Unit Cost	Other Cost Amounts																								
				\$0.00																								
northern woodwork	1	LS	1547	\$1,547.00																								
Trail Painting	1	LS	1800	\$1,800.00																								
				\$0.00																								
				\$0.00																								
				\$0.00																								
Total Direct Costs:				\$3,347.00																								
<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">1. Total Labor Costs.....</td> <td style="width: 20%; text-align: right;">\$1,075.00</td> <td style="width: 20%;"></td> </tr> <tr> <td>2. Total Material Costs.....</td> <td style="text-align: right;">\$1,171.75</td> <td></td> </tr> <tr> <td>3. Total Other Direct Costs.....</td> <td style="text-align: right;">\$3,347.00</td> <td></td> </tr> <tr> <td>4. Total Labor, Materials & Other Direct Costs.....</td> <td></td> <td style="text-align: right;">\$5,593.75</td> </tr> <tr> <td>5. Profit & Overhead (10 %) of Line 1.....</td> <td></td> <td style="text-align: right;">\$107.50</td> </tr> <tr> <td>6. Profit & Overhead (5%) of Line 2.....</td> <td></td> <td style="text-align: right;">\$58.59</td> </tr> <tr> <td>7. Profit & Overhead (5%) of Line 3.....</td> <td></td> <td style="text-align: right;">\$167.35</td> </tr> <tr> <td>8. Total Change Proposal Costs (lines 4, 5, 6 &7).....</td> <td></td> <td style="text-align: right;">\$5,927.19</td> </tr> </table>					1. Total Labor Costs.....	\$1,075.00		2. Total Material Costs.....	\$1,171.75		3. Total Other Direct Costs.....	\$3,347.00		4. Total Labor, Materials & Other Direct Costs.....		\$5,593.75	5. Profit & Overhead (10 %) of Line 1.....		\$107.50	6. Profit & Overhead (5%) of Line 2.....		\$58.59	7. Profit & Overhead (5%) of Line 3.....		\$167.35	8. Total Change Proposal Costs (lines 4, 5, 6 &7).....		\$5,927.19
1. Total Labor Costs.....	\$1,075.00																											
2. Total Material Costs.....	\$1,171.75																											
3. Total Other Direct Costs.....	\$3,347.00																											
4. Total Labor, Materials & Other Direct Costs.....		\$5,593.75																										
5. Profit & Overhead (10 %) of Line 1.....		\$107.50																										
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7. Profit & Overhead (5%) of Line 3.....		\$167.35																										
8. Total Change Proposal Costs (lines 4, 5, 6 &7).....		\$5,927.19																										

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Change Order

PROJECT (Name and address): Fargo City Hall Fargo, ND	CHANGE ORDER NUMBER: Mech-009 DATE: 11/27/17	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Robert Gibb & Sons 205 40th St SW Fargo, ND 58103	ARCHITECT'S PROJECT NUMBER: 2015.49 CONTRACT DATE: 6/7/16 CONTRACT FOR: Mechanical Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)


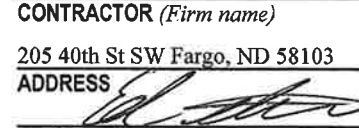
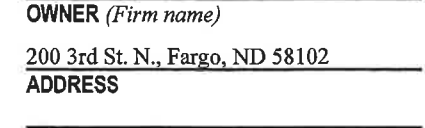
Costs associated with fuel consumption for temporary heat. ADD \$6,392.00

The original Contract Sum was	\$ 3,447,000.00
The net change by previously authorized Change Orders	\$ 92,746.00
The Contract Sum prior to this Change Order was	\$ 3,539,746.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 6,392.00
The new Contract Sum including this Change Order will be	\$ 3,546,138.00

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>T.L. Stroh Architects, Ltd</u> ARCHITECT (Firm name)	<u>Robert Gibb & Sons</u> CONTRACTOR (Firm name)	<u>City of Fargo</u> OWNER (Firm name)
<u>8 Seventh St. N., Fargo, ND 58102</u> ADDRESS	<u>205 40th St SW Fargo, ND 58103</u> ADDRESS	<u>200 3rd St. N., Fargo, ND 58102</u> ADDRESS
 BY (Signature)	 BY (Signature)	 BY (Signature)
<u>Terry L. Stroh</u> (Typed name)	<u>Ed Thvedt</u> (Typed name)	<u></u> (Typed name)
<u>11/27/17</u> DATE	<u>12/5/17</u> DATE	<u></u> DATE



2011 Great Northern Drive
FARGO, NORTH DAKOTA 58102
PHONE: 701.282.5900
FAX: 701.281.0819

November 22, 2017

T.L. Stroh
Mr. Terry Stroh
8 Seventh St. N.
Fargo, ND 58102

RE: New Fargo City Hall
Temp Heat Fuel Usage

Dear Mr. Stroh

Please find listed below our costs associated with fuel consumption for temporary heat.

Propane Usage – Ferrell Gas:	\$ 6,392
------------------------------	----------

Grand Total Add:	\$ 6,392
-------------------------	-----------------

Please contact our office with any questions or concerns at 701.282.5900.

Sincerely,
ROBERT GIBB & SONS, INC.

Ed Thvedt

FERRELLGAS INVOICE

Date: September 28, 2017
Account #: 46034031
Sold To: 46034031
ROBERT GIBB & SONS-city hall
city hall
200 3RD ST N
FARGO, ND 58102-4809
Order Number: 1097895225
PO Number:

<u>Product</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
DISTANCE_CHECK_MET	1.00 EA	\$0.0000	\$0.00
TEMP_HEAT_SET	1.00 EA	\$150.0000	\$150.00
PROPANE	25.00 GAL	\$2.9990	\$74.98
RENT_EQUIPMENT	1.00 EA	\$0.0000	\$0.00
RED_TAG_TEMP_HEAT	1.00 EA	\$0.0000	\$0.00
		Sub-Total	\$224.98
		Taxes	\$0.00
		Total Sale	\$224.98

ALL SALES FINAL PER TERMS OF AGREEMENT
PRODUCT HAS BEEN ODORIZED
UN1075, LIQUEFIED PETROLEUM GAS, 2.1

REMIT PAYMENT TO: FERRELLGAS
PO BOX 173940, DENVER CO 80217

INCLUDE YOUR ACCOUNT # AND ORDER #
OR A COPY OF THIS INVOICE WITH PAYMENT

Customer Signature

FERRELLGAS INVOICE

Date: September 29, 2017
 Account #: 46034031
 Sold To: 46034031
 ROBERT GIBB & SONS-city hall
 city hall
 200 3RD ST N
 FARGO, ND 58102-4809
 Order Number: 1097911381
 PO Number:

<u>Product</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
DISTANCE_CHECK_MET	1.00 EA	\$0.0000	\$0.00
PROPANE	775.50 GAL	\$1.4490	\$1,123.70
PIR	1.00 EA	\$0.0000	\$0.00
HAZMAT_FEE	1.00 EA	\$9.4900	\$9.49
		Sub-Total	\$1,133.19
		Taxes	\$0.00
		Total Sale	\$1,133.19

ALL SALES FINAL PER TERMS OF AGREEMENT
 PRODUCT HAS BEEN ODORIZED
 UN1075, LIQUEFIED PETROLEUM GAS. 2.1

REMIT PAYMENT TO: FERRELLGAS
 PO BOX 173940, DENVER CO 80217

INCLUDE YOUR ACCOUNT # AND ORDER #
 OR A COPY OF THIS INVOICE WITH PAYMENT

Customer Signature

FERRELLGAS INVOICE

Date: October 6, 2017
Account #: 46034031
Sold To: 46034031
ROBERT GIBB & SONS-city hall
city hall
200 3RD ST N
FARGO, ND 58102-4809
Order Number: 1097987932
PO Number:

<u>Product</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
DISTANCE_CHECK_MET	1.00 EA	\$0.0000	\$0.00
PROPANE	570.80 GAL	\$2.9990	\$1,711.83
HAZMAT_FEE	1.00 EA	\$9.4900	\$9.49
		Sub-Total	\$1,721.32
		Taxes	\$0.00
		Total Sale	\$1,721.32

ALL SALES FINAL PER TERMS OF AGREEMENT
PRODUCT HAS BEEN ODORIZED
UN1075, LIQUEFIED PETROLEUM GAS, 2.1

REMIT PAYMENT TO: FERRELLGAS
PO BOX 173940, DENVER CO 80217

INCLUDE YOUR ACCOUNT # AND ORDER #
OR A COPY OF THIS INVOICE WITH PAYMENT

Customer Signature

FERRELLGAS INVOICE

Date: October 9, 2017
Account #: 46034031

Sold To: 46034031
ROBERT GIBB & SONS-city hall
city hall
200 3RD ST N
FARGO, ND 58102-4809

Order Number: 1098023531
PO Number:

<u>Product</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
GAS_LEAK	1.00 EA	\$0.0000	\$0.00
DISTANCE_CHECK_MET	1.00 EA	\$0.0000	\$0.00
		Sub-Total	\$0.00
		Taxes	\$0.00
		Total Sale	\$0.00

ALL SALES FINAL PER TERMS OF AGREEMENT
PRODUCT HAS BEEN ODORIZED
UN1075, LIQUEFIED PETROLEUM GAS, 2.1

REMIT PAYMENT TO: FERRELLGAS
PO BOX 173940, DENVER CO 80217

INCLUDE YOUR ACCOUNT # AND ORDER #
OR A COPY OF THIS INVOICE WITH PAYMENT

Customer Signature

FERRELLGAS INVOICE

Date: October 12, 2017
 Account #: 46034031
 Sold To: 46034031
 ROBERT GIBB & SONS-city hall
 city hall
 200 3RD ST N
 FARGO, ND 58102-4809
 Order Number: 1098064330
 PO Number:

<u>Product</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
DISTANCE_CHECK_MET	1.00 EA	\$0.0000	\$0.00
PROPANE	815.90 GAL	\$1.5590	\$1,271.99
HAZMAT_FEE	1.00 EA	\$9.4900	\$9.49
LEAK_METER_NC	1.00 EA	\$0.0000	\$0.00
SMART_FILL_INSTALL	1.00 EA	\$0.0000	\$0.00
		Sub-Total	\$1,281.48
		Taxes	\$0.00
		Total Sale	\$1,281.48

ALL SALES FINAL PER TERMS OF AGREEMENT
 PRODUCT HAS BEEN ODORIZED
 UN1075. LIQUEFIED PETROLEUM GAS. 2.1

REMIT PAYMENT TO: FERRELLGAS
 PO BOX 173940, DENVER CO 80217

INCLUDE YOUR ACCOUNT # AND ORDER #
 OR A COPY OF THIS INVOICE WITH PAYMENT

Customer Signature

PROOF OF DELIVERY INVOICES

**FERRELLGAS
INVOICE**

Date: October 25, 2017
Account #: 46034031
Sold To: 46034031
ROBERT GIBB & SONS-city hall
city hall
200 3RD ST N
FARGO, ND 58102-4809

Order Number: 1098220966
PO Number:

<u>Product</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
DISTANCE_CHECK_MET	1.00 EA	\$0.0000	\$0.00
PROPANE	656.50 GAL	\$1.6090	\$1,056.31
HAZMAT_FEE	1.00 EA	\$9.4900	\$9.49
		Sub-Total	\$1,065.80
		Taxes	\$0.00
		Total Sale	\$1,065.80

ALL SALES FINAL PER TERMS OF AGREEMENT
PRODUCT HAS BEEN ODORIZED
UN1075. LIQUEFIED PETROLEUM GAS. 2.1

REMIT PAYMENT TO: FERRELLGAS
PO BOX 173940, DENVER CO 80217

INCLUDE YOUR ACCOUNT # AND ORDER #
OR A COPY OF THIS INVOICE WITH PAYMENT

Customer Signature

PROOF OF DELIVERY INVOICES

FERRELLGAS INVOICE

Date: October 17, 2017
 Account #: 46034031
 Sold To: 46034031
 ROBERT GIBB & SONS-city hall
 city hall
 200 3RD ST N
 FARGO, ND 58102-4809
 Order Number: 1098103844
 PO Number:

<u>Product</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
SERVICE_NO_CHARGE	1.00 HRS	\$0.0000	\$0.00
DISTANCE_CHECK_MET	1.00 EA	\$0.0000	\$0.00
		Sub-Total	\$0.00
		Taxes	\$0.00
		Total Sale	\$0.00

Order Number: 1098115251
 PO Number:

<u>Product</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
DISTANCE_CHECK_MET	1.00 EA	\$0.0000	\$0.00
PROPANE	605.00 GAL	\$1.5790	\$955.30
HAZMAT_FEE	1.00 EA	\$9.4900	\$9.49
		Sub-Total	\$964.79
		Taxes	\$0.00
		Total Sale	\$964.79
		Grand Total	\$5,325.76
		Taxes	\$0.00
		Total Sale	\$5,325.76

ALL SALES FINAL PER TERMS OF AGREEMENT
 PRODUCT HAS BEEN ODORIZED
 UN1075, LIQUEFIED PETROLEUM GAS, 2.1

REMIT PAYMENT TO: FERRELLGAS
 PO BOX 173940, DENVER CO 80217

INCLUDE YOUR ACCOUNT # AND ORDER #
 OR A COPY OF THIS INVOICE WITH PAYMENT

Customer Signature

9

City of Fargo Staff Report			
Title:	Bentley Place Second Addition	Date:	7-12-2017
		Update:	1-10-2018
Location:	3240 & 3270 Veterans Blvd S	Staff Contact:	Kylie Bagley
Legal Description:	Lot 1 and 2, Block 1, Bentley Place 1 st Addition		
Owner(s)/Applicant:	Nate Vollmuth	Engineer:	Ulteig Engineering
Entitlements Requested:	Minor Subdivision (Replat of Lot 1 and 2, Block 1, Bentley Place 1 st Addition)		
Status:	City Commission Public Hearing: January 16, 2018		

Existing	Proposed
Land Use: Office	Land Use: Office
Zoning: LC, Limited Commercial	Zoning: No change
Uses Allowed: colleges, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, offices, off premise advertising signs, commercial parking, retail sales and service, self service storage, vehicle repair, limited vehicle service.	Uses Allowed: No change
Maximum Lot Coverage Allowed: Maximum 55% building coverage	Maximum Lot Coverage Allowed: No Change

Proposal:
<p>The applicant is seeking approval of a minor subdivision, entitled Bentley Place Second Addition, which is a replat of Lots 1 and 2, Block 1, Bentley Place First Addition. The subject property is located at 3240 and 3270 Veterans Boulevard South, and encompasses approximately 6.4 acres. The applicant is proposing a three (3) lot, one (1) block minor subdivision</p> <p>This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.</p> <p>Surrounding Land Uses and Zoning Districts:</p> <ul style="list-style-type: none"> • North: LC, Limited Commercial, that is currently vacant • East: LC, Limited Commercial, that is currently vacant • South: MR-3, Multi-Dwelling Residential across 33rd Avenue South, with apartment use • West: C, Commercial, across Veterans Blvd located in West Fargo

Area Plans:

The subject property is located within the 2003 Southwest Future Land Use Plan. This plan designates the subject property as being appropriate for either Office or Commercial.

	Commercial
	Commercial or Medium/High Density
	Commercial or Medium/High or Park/Open Space
	Commercial or Park/Open Space
	Either Industrial or Commercial
	Either Office or Commercial
	Either Office or Medium/High Density Residential
	Industrial
	Low/Medium Density Residential
	Low/Medium Density or Medium/High Density
	Medium/High Density Residential
	Medium/High Density or Park/Open Space
	Office
	Office or Commercial or Medium/High Density
	Park/Open Space
	Public
	Public or Commercial
	Public or Low/Medium Density
	Public or Office
	Storm Water



Schools and Parks:

Schools: The subject property is located within the West Fargo Public School District and is served by Independence Elementary, Liberty Middle, and Sheyenne High schools.

Parks: The subject property is less than a half mile west of Urban Plains Park (5050 30th Avenue S) that currently does not have amenities and less than a half mile west of Brandt Crossing Park (5009 33rd Avenue S) with the amenities of basketball courts, dog park, playground, recreational trails, and shelter.

Pedestrian / Bicycle: Off-road facilities are located along 32nd Avenue South and Veteran's Boulevard. Both facilities are components of the overall the metro area trail system.

Staff Analysis:

Minor Subdivision

The LDC stipulates that the following criteria is met before a minor plat can be approved:

1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**
 The subdivision is intended to split two exiting lots into three new lots to accommodate future commercial development. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has received one call of inquiry with no comment on the application. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code. **(Criteria Satisfied)**
2. **Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**

While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. Infrastructure surrounding the bounds of the plat is existing.
(Criteria Satisfied)

Planning Commission Recommendation: August 1, 2017

On August 1, 2017, with a 10-0 vote, the Planning Commission accepted the findings and recommendations of staff and recommend approval to the City Commission of the proposed subdivision plat, **Bentley Place Second Addition**, as outlined within the staff report, as the proposal complies with the adopted Area Plan, the standards of Article 20-06, and all other applicable requirements of the Land Development Code.

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and hereby approve the proposed subdivision plat, **Bentley Place Second Addition**, as outlined within the staff report, as the proposal complies with the adopted Area Plan, the standards of Article 20-06, and all other applicable requirements of the Land Development Code".

Attachments:

1. Zoning Map
2. Location Map
3. Plat

Plat (Minor)

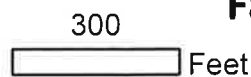
Bentley Place Second Addition

3240 & 3270 Veterans Blvd S



Legend

AG	LC	MHP	SR-2
DMU	MLC	PO	SR-4
CC	MR-1	UML	SR-5
GO	MR-2	City Limits	SR-5
	MR-3		



Fargo Planning Commission
August 1, 2017

Plat (Minor)

Bentley Place Second Addition

3240 & 3270 Veterans Blvd S





10a-b

PLANNING AND DEVELOPMENT

200 Third Street North
Fargo, North Dakota 58102
Phone: (701) 241-1474
Fax: (701) 241-1526
E-Mail: planning@FargoND.gov
www.FargoND.gov

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS
FROM: PLANNING DIRECTOR JIM GILMOUR *JG*
DATE: JANUARY 11, 2018
SUBJECT: ROBERTS COMMONS PARKING GARAGE – CHANGE ORDERS

Attached for your review are two change orders on the Roberts Commons Parking Garage. This is for additional work on the 2nd Avenue North streetscape design and fire shutters required by the building code.

Change Order #1 for landscape design is for \$20,561.92.
Change Order #10 for fire shutters is for \$37,599.20.

RECOMMENDED MOTION: Approve the change orders for the Roberts Commons Parking Garage work that will increase the guaranteed project cost by \$58,161.12.






Kilbourne Group
 210 Broadway, Suite 300
 Fargo, ND 58102
 p: (701) 237-2279
 e: info@kilbournegroup.com
 www.kilbournegroup.com

Attached is Change Order Request #1 for the 2nd Avenue North Improvements and Roberts Alley Improvements. The City of Fargo agreed to share the cost of this work with DFI Roberts LLC – 80% and 20% respectively for 2nd Avenue North Improvements, and 50% and 50% respectively for Roberts Alley Improvements. This work was completed by Land Elements at the request of the City of Fargo, at a cost to the City of \$20,561.92. Please see below and the attached documentation for a breakdown of all costs.

	2nd Ave		
	Streetscape	Roberts Alley	Total
Total Original Value	\$ 34,913.25	\$ 3,910.63	\$ 38,823.88
DFI Roberts LLC Share	\$ 6,982.65	\$ 1,955.32	\$ 8,937.97
City of Fargo Share	\$ 27,930.60	\$ 1,955.32	\$ 29,885.92
Less: Orig. Scheduled Value			\$ (9,324.00)
Change Order #1			\$ 20,561.92

Category	Invoice #	Original Value
2nd Ave Streetscape	18560	\$ 1,387.50
2nd Ave Streetscape	18562	\$ 5,590.00
2nd Ave Streetscape	18605	\$ 3,332.50
2nd Ave Streetscape	18642	\$ 1,087.50
2nd Ave Streetscape	18643	\$ 3,377.50
2nd Ave Streetscape	18683	\$ 492.50
2nd Ave Streetscape	18684	\$ 3,430.00
2nd Ave Streetscape	18711	\$ 100.00
2nd Ave Streetscape	18714	\$ 8,435.00
2nd Ave Streetscape	18737	\$ 590.00
2nd Ave Streetscape	18738	\$ 90.00
2nd Ave Streetscape	18739	\$ 721.25
2nd Ave Streetscape	18740	\$ 3,057.50
2nd Ave Streetscape	18769	\$ 1,050.00
2nd Ave Streetscape	18770	\$ 1,687.50
2nd Ave Streetscape	18787	\$ 48.00
2nd Ave Streetscape	18797	\$ 212.50
2nd Ave Streetscape	18825	\$ 224.00
Roberts Alley	18560	\$ 210.00
Roberts Alley	18738	\$ 3,700.63
	Total	\$ 38,823.88


 Deb Wendel Daub
 Kilbourne Group Senior Project Manager

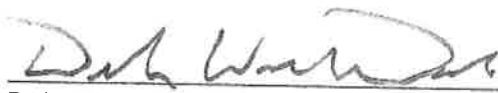
11-2-2017
 Date



Kilbourne Group
 210 Broadway, Suite 300
 Fargo, ND 58102
 p: (701) 237-2279
 e: info@kilbournegroup.com
 www.kilbournegroup.com

Attached is Change Order Request #10 for the addition of fire shutters to Levels .5, 1.5, and 6.5 at Lobby 11, 106, and 601. The City of Fargo agreed to share the cost of this work with DFI Roberts LLC – 80% and 20% respectively. This work will be managed by Kilbourne Construction Management, and performed by Advanced Garage Door, CMS llc, Fusion Electric, Solo Drywall, Mid America Steel, and Fabricators Unlimited at the request of the City of Fargo at a cost of \$46,999.00. Due to a change in code interpretation during construction, this fire resistant rated system is being required by the City of Fargo. Please see below and the attached documentation for a breakdown of all costs.

Fire Shutters	17,927.00
Masonry	16,060.00
Electrical	850.00
Drywall	5,000.00
Steel	2,795.00
Window Sills	325.00
Cleaning	500.00
Subtotal	43,457.00
KCM Fees @ 3%	1,304.00
Contingency @ 5%	2,238.00
Total Original Cost	46,999.00
City of Fargo Share (80%)	37,599.20


 Deb Wendel Daub
 Kilbourne Group Senior Project Manager

01-05-2018
 Date



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 COMMISSION

FROM: RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH

DATE: JANUARY 10, 2017

RE: CONTRACT WITH CASS COUNTY SOCIAL SERVICES FOR
\$30,000

The attached contract for \$30,000 is with Cass County Social Services for the provision of in home services to eligible individuals in Cass County.

No budget adjustment is required for this contract.

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

Suggested Motion: Move to approve the contract with Cass County Social Service for in home services.

RR/LA
Enclosure

PURCHASE OF SERVICE AGREEMENT

WHEREAS, the Cass County Social Service Board (CCSSB) 1010 2nd Ave. S, Fargo, ND 58103 has determined the services referred to in the paragraph below entitled "Scope of Service" should be purchased; and

WHEREAS, Fargo Cass Public Health
1240 25th Street South
Fargo, ND 58103

(Provider), proposes to provide those services;

NOW, THEREFORE, the CCSSB and the Provider enter into the following:

AGREEMENT

I. TERM OF THE AGREEMENT:

The term of this agreement shall be from January 1, 2018 through the December 31, 2018.

II. SCOPE OF SERVICE:

The Provider agrees to render in-home services to eligible individuals (Recipients) in Cass County, North Dakota. The Provider understands and agrees that eligibility will be determined solely by CCSSB. The Provider agrees that the specific services to be provided recipients, the definitions of those services, and related manual chapters are those set forth in Addendum B. In rendering services the Provider agrees to abide by the provisions of the North Dakota Department of Human Services Manual Chapter Policies and Procedures.

The Provider understands and agrees that the CCSSB will inform the provider of the name of the Recipients of services under the terms of this Agreement. The Provider further agrees to designate an individual to negotiate with a similarly designated individual from the CCSSB for the specific services to be provided recipients, the number of units of service to be provided recipients, and the compensation for recipients as set forth in paragraph III herein.

III. COMPENSATION:

- A. Compensation under the terms of this agreement shall not exceed the maximum amount allowed for the service provided under the terms of this contract. The maximum amount allowed for the service is set forth in Addendum B.
- B. The Provider understands and agrees that:
 1. Travel time will not be billed nor paid.
 2. The contracted rates are the maximum allowable and will cover all costs to provide a unit of service, as defined by this contract. CCSSB makes no guarantee of the number of hours that will be referred for service
 3. No release time or cancel time will be billed.

4. Supervisory time, charting time, training, client reassessment, and all other activities relating to program management are built into the rate.
 5. The Provider shall submit a complete billing for a service period to the CCSSB within 5 working days following the close of each service period. Such billing must be submitted with required information stated in "D" below.
 6. Payment will not be made for unauthorized services rendered by the Provider, nor for claimed services which CCSSB determines by contract monitoring, have not been provided as authorized or have been provided in excess of authorizations.
 7. No supplemental billings will be accepted by the CCSSB without prior notification to CCSSB of the need and justification for such a billing and authorization by the CCSSB to submit. Payment for authorized supplemental billing will be made as part of the next regular claim cycle.
 8. CCSSB will make payments within statutory requirements.
- C. The provider understands and agrees that Title XX/Cass County funded recipients will be screened by Cass County Social Services to determine eligibility. Both parties understand that units of service expended will be at the unit rate of \$6.99/unit. Compensation for Title XX/Cass County funded services cannot exceed \$30,000 during the 2018 calendar year.
- D. The CCSSB agrees to reimburse the Provider at the negotiated rates per Form #1699 upon the Provider's billing to the County Social Service Board. The billing must include the recipient's name, units of service per recipient, per date, and compensation being claimed. With each billing, the Provider must attest to the following statement:
- "I certify that the above information is true and correct. I understand that payment of this claim is payment in full. I further understand that any false claims made will constitute a violation that may result in prosecution."
- E. The provider agrees to accept the rate of payment as payment in full and shall not make demands on individual recipients of service, their family or guardian, for any additional compensation for these same services.

IV. PROVIDER'S UNDERSTANDING OF TERM OF FUNDING:

The Provider understands that this agreement is a one-time agreement, and acknowledges that it has been furnished no assurances that this agreement may be extended for periods beyond its termination date.

V. PROVIDER ASSURANCES:

The Provider agrees to comply with the applicable assurances set forth on Addendum A attached hereto.

VI. CHANGES:

If either party wishes to change this agreement, such change shall be effective only when mutually agreed to and incorporated by written amendment to the agreement.

VII. AUTHORITY TO CONTRACT:

The Provider shall not have the authority to contract for or on behalf of or incur obligations on behalf of the CCSSB. However, the Provider may sub-contract with qualified providers of services, provided that any such subcontract must acknowledge the binding nature of this agreement, and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

VIII. TERMINATION:

This contract may be terminated by mutual consent of both parties, or by either party upon 30 day's notice, in writing, and delivered by certified mail or in person.

The CCSSB may terminate this contract effective upon delivery of written notice to the Provider, or at such later date as may be established by the CCSSB, under any of the following conditions:

- A. If CCSSB funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
- B. If federal state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- C. If any license or certificate required by law or regulations to be held by the Provider to provide the services required by this contract is for any reason denied, revoked, or not renewed.
- D. If the Qualified Service Provider rate is increased by the State in July, discussions will occur which may result in modifications to accommodate for a potential increased rate.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

The CCSSB by written notice of default, including breach of contract, to the Provider may terminate the whole or any part of this agreement:

- A. If the Provider fails to provide services provided under the terms of this contract within the time specified herein or any extension thereof; or
- B. If the Provider fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the CCSSB, fails to correct such failures within 10 days or such longer period as the CCSSB may authorize.

The rights and remedies of the CCSSB provided in the above clause related to defaults, including breach of contract, by the Provider shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

IX. ACCESS TO RECORDS:

The CCSSB, ND Department of Human Services, Office of Attorney General of the State of North Dakota, the Federal Government, and their duly authorized representatives, shall have access to the books, documents, paper and records of the Provider which are pertinent, as determined by the CCSSB, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

X. RETENTION OF RECORDS:

The Provider agrees to retain financial program records for a minimum period of three (3) years from the submission date of the State Medicaid Agency's HCFA-372 report. For the purpose of this agreement the submission date is December 31 of each year. Further, if the Provider has received more than \$25,000 with directly or indirectly, from all Federal sources and is subject to the provisions of the Single Audit Act of 1984, Public Law 98-502, then the provider will notify the CCSSB and will provide a schedule showing the funding for each State and/or Federal program.

XI. CONFIDENTIALITY:

The Provider will not, except upon the written consent of the recipients or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the CCSSB's or the Provider's responsibilities with respect to services purchased hereunder.

XII. ASSIGNMENT:

The Provider shall not assign this agreement.

XIII. APPLICABLE LAW:

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

XIV. CAPTIONS:

The captions or headings in this agreement are for convenience only and in no way defined, limit, or describe the scope or intent of any provisions of this agreement.

XV. EXECUTION AND COUNTERPARTS:

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one of the same instrument.

XVI. AMENDMENTS:

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

XVII. NOTICES:

All notices, certificates or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth in the preamble to this agreement or at a place designated hereafter in writing by the parties.

XVIII. SUCCESSORS IN INTEREST:

The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

XIX. INSURANCE AND LEGAL DEFENSE:

It is the parties' intent that they each should pay any attorney's fees and legal defense costs resulting from or arising out of this agreement in the same proportion that each party's liability for the acts of its own officers, employees or agents bears to the parties' combined liability, if any, or pay such fees and costs equally when a claim against both parties is resolved and neither party is found liable, to the greatest extent the fees and costs are covered by the County's liability coverage or self-retention fund. The parties further intend that they be represented by the same attorney whenever reasonably possible and ethically permitted. If a claim against both parties is resolved and neither the County nor the Provider is found liable, the County shall reimburse the Provider or its company or pool for half the combined attorney's fees and legal defense costs of the County and Provider, or the amount of such fees and costs covered by the County's liability coverage or self-retention fund, whichever is less. If a claim against is resolved by one party but continues against the other party, each party will pay for half the combined attorney's fees and legal defense costs incurred on or before the date, or the amount of such fees and costs covered by the County's liability coverage or self-retention fund, whichever is less. After that date, the remaining party will be responsible for its own attorney's fees and legal defense costs. The County shall provide such reimbursement in accordance with the Special Assistant Attorney General Billing policy within thirty (30) days after the total amount of reimbursement can be determined.

Provider shall secure and keep in force during the term of this Agreement, from a company or pool authorized to provide the coverage in this County, general liability and errors and omissions coverage with minimum liability limits of \$250,000 per person and at least \$500,000 per occurrence covering its officers, employees, and agents for any and all claims of any nature which may in any manner result from or arise out of this Agreement. Provider shall furnish a certificate of insurance or memorandum of coverage and any endorsements required under this agreement to the undersigned County representative prior to commencement of this agreement, and shall also provide at least thirty (30) days' notice before such coverage of endorsements are canceled or modified.

Provider shall also secure from its insurance company or government self-insurance pool a limited endorsement stating that the company or pool will provide a legal defense to the County, its officers, employees or agents, including attorney's fees, costs, disbursements, and other expenses associated with such defense under this agreement, for any and all claims of any nature brought by third parties against the County, its officers, employees or agents, including attorney's fees, costs, disbursements, and other expenses associated with such defense under this agreement, for any and all claims of any nature brought by third parties against the County, its

officers, employees or agents which in any manner result from or arise out of this agreement. Such legal defense is not required if the County refuses to waive a potential conflict of interest that can be waived under the North Dakota Rules of Professional conduct. Said endorsement shall also provide that any attorney representing the County, its officers, employees or agents under this clause must first qualify and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under NDCC. Section 54-12-08 and agree to follow the Special Assistant Attorney General Billing Policy.

XX. SEVERABILITY:

The parties agree that any term of provision of this contract 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 obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

XXI. WAIVER:

The failure of the CCSSB to enforce any provisions of this contract shall not constitute a waiver by the CCSSB of that or any other provision.

XXII. MERGER CLAUSE:

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Provider, by the signature below of its authorized representative, hereby acknowledges that the Provider has read this agreement, understands it and agrees to be bound by its terms and conditions.

XXIII. PROVIDER IS AN INDEPENDENT CONTRACTOR:

This agreement shall not be construed to represent an employer/employee relationship. The Provider agrees to be responsible for any federal or state taxes applicable to this payment. Provider will not be eligible for any benefits from these contract payments of federal social security, unemployment insurance, or workmen's compensation, except as a self-employed individual. Provider is an independent contractor.

XXIV. INDEMNITY:

The Provider shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.

The Provider shall save and hold harmless the CCSSB, its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the Provider or its agents or employees under this agreement. The obligation shall continue after the termination of this agreement. The obligation shall continue after the termination of this agreement.

XXV. INTEGRATION AND MODIFICATION:

This contract constitutes the entire agreement between the Provider and the CCSSB. No alteration, amendment or modification in the provisions of this agreement shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

XXVI. COLLATERAL CONTRACTS:

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

XXVII. NON-DISCRIMINATION:

The CCSSB makes available all services and assistance without regard to race, color, national origin, religion, age, sex, or handicap, and is subject to Title VI of the Civil Rights Act of 1964. Section 504 of the Rehabilitation Act of 1975 as amended. Persons who contract with or receive funds to provide services for CCSSB are obligated to abide by the provisions of these federal laws. Questions concerning the contractor's or provider's obligations under these acts may be directed to the CCSSB's representative as set forth in the signature block of this agreement, at the address established in the agreement, or the Branch Chief, Officer for Civil Rights, Region VIII, Federal Office Building, 1961 Stout Street, Denver, CO 82094.

Fargo Cass Public Health
Provider

456002069
Provider's Federal ID Number

Ruth Roman 1/10/2018
By Date

Director of Public Health
Title

By Date

Mayor, City of Fargo
Title

Cass County Social Service Board
Date

Dein Bennett 1-2-18
By Date

Board Chair
Title

PROVIDER ASSURANCES

- A. All licensing or other standards required by Federal and State Law and regulations and by ordinance of the city and county in which he services purchased hereunder are provided will be complied with in full for the duration of this contract.
- B. No qualified person (s) shall be denied services purchased hereunder, or be subjected to discrimination, because of race, religion, color, national origin, sex, age, or handicap.
- C. The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age or handicap. In addition, the Provider agrees to abide by Executive Order No. 11246, as amended by Executive Order No. 11375, which prohibits discrimination because of sex.
- D. The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.
- E. The Provider will not, except upon the written consent of the affected individual or their responsible parent, guardian or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with the Board or the Provider's responsibilities with respect to services purchased hereunder.
- F. Unless otherwise authorized by federal law, the charges to be made by the Provider do not include costs financed by federal monies other than those generated by this agreement.
- G. The Provider shall not assign this agreement.
- H. Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.
- I. The Provider assures they have met the Basic National Standards for Homemaker/Personal Care Aide Services listed as follows:

STRUCTURE:

- Standard I. There shall be legal authorization to operate the agency.
- Standard II. There shall be a duly constituted authority and a government structure for assuring responsibility and for requiring accountability for performance.

Standard III. There shall be compliance with all legislation relating to prohibition of discriminatory practices.

Standard IV. There shall be responsible fiscal management.

STAFFING:

Standard V. There shall be responsible personnel management, including:

- A. Appropriate processes used in the recruitment, selection, retention, and termination of homemaker-Personal Care aides:
- B. Written personnel policies, job descriptions, and a wage scale established for each job category.

Standard VI. There shall be training provided to every homemaker-Personal Care aide for all services to be performed.

SERVICE:

Standard VII. There shall be written eligibility criteria for service and procedures for referral to other resources.

Standard VIII. There shall be two essential components of the service provided to every individual and/or family served:

- A. Service of a supervised homemaker-personal care aide;
- B. Service of professional persons responsible for case management functions.

COMMUNITY:

Standard IX. There shall be an active role assumed by the service in an ongoing assessment of community health and welfare needs and in planning to meet these needs.

Standard X. There shall be ongoing interpretation of the service to the community.

Standard XI. There shall be evaluation of all aspects of the service.

These standards were set by the National Home Caring Council, Copyright 1981.

- J. The provider assures that the Personal Care Aide has not been convicted of a criminal offense in the past five years and/or not currently on probation or parole.

SERVICE AND MANUAL CHAPTER	DEFINITION	DEFINITION OF UNIT	MAXIMUM ALLOWABLE AUTHORIZATION	RATE NEGOTIATED
Homemaker *NDDHS Manual Chapter 625-05	The provision of non-personal (environmental support) tasks such as light housekeeping, laundry, meal planning and preparation that enables an individual to maintain as much independence and self-reliance as possible to continue living in their home.	Title XX \$6.99/15 min.	7 units/visit 26 visits/year	\$27.96/hr of direct client time

*NDDHS – North Dakota Department of Human Services

SERVICE MANUAL CHAPTER	DEFINITION	DEFINITION OF UNIT	MAXIMUM ALLOWABLE AUTHORIZATION	RATE NEGOTIATED
Personal Care Aide *NDDHS Manual Chapter 625-10	The intermittent or occasional provision of personal support care tasks/activities that enables an individual to maintain as much independent and self-reliance as possible to continue living in their home.	Title XX \$6.99/15 min.	\$30,000/year	\$27.96/hr of direct client time



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

(12)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

**FROM: RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH**

DATE: JANUARY 10, 2018

**RE: ARTICLES 13-03 AND 13-04 CONTROL AND REGULATION OF
FOOD SERVICE ESTABLISHMENTS**

Staff at Fargo Cass Public Health request Articles 13-03 and 13-04, regarding Control and Regulation of Food Service Establishments, be directed to the city attorney's office for review and revisions.

If you have any questions please contact Grant Larson at 241-1388.

Suggested Motion: Move to task the City Attorney's office to work with Fargo Cass Public Health to review and update Articles 13-03 and 13-04 regarding Control and Regulation of Food Service Establishments.

GL/la
Enclosure



Public Health
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Fargo Cass Public Health

(13)

FARGO CASS PUBLIC HEALTH
1240 25th Street South
Fargo, ND 58103-2367
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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: JANUARY 10, 2018

RE: AGREEMENT FOR SERVICES WITH WHITNEY
OXENDAHL \$1,600.00

The attached agreement for services is for healthy concession options available to reduce childhood obesity. This is for the work of the Cass Clay Food Commission working to improved access to safe, nutritious, and affordable food for all residents.

No budget adjustment is required for this contract.

Suggested Motion: Move to approve the contract agreement with Whitney Oxendahl.

RR/LA
Enclosure

AGREEMENT FOR SERVICES

THIS AGREEMENT, effective the 10th day of January 2018, by and between Fargo Cass Public Health ("FCPH"); and Whitney Oxendahl (Independent Contracting Consultant).

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


- A. Term of Agreement:** The parties entered into a written agreement for the period of January 10, 2018, through September 30, 2018.
- B. Services to be provided by independent contractor:** Independent contractor will research, coordinate and implement the development of two food access "blue print" documents for the Cass Clay Food Commission (CCFC). Oversee interns and students who will be assisting with the project. Draft documents will be written following current "blue print" template, shared and discussed with the Steering Committee, presented to CCFC, and modified and revised as needed.
- C. Reimbursement:** The independent contracting consultant shall be reimbursed \$800 for each blue print developed for a total of \$1,600.00 for research, presentation and completion of the blueprints.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The independent contracting consultant 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:

- A.** It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and contractee that shall not be deemed an employee of Fargo Cass Public Health for any other purpose.
- B.** The laws of the State of North Dakota shall govern this service agreement. I hereby certify that the above assurances and provisions of service have been reviewed and our agency has agreed upon the conditions as set forth.
- C.** It is understood any forms or paperwork required by Fargo Cass Public Health and the City of Fargo to receive payment for services will be completed as needed.

In Witness thereof, this purchase of service agreement has been executed between the Consultant and Fargo Cass Public Health on the date-executed below.

FARGO CASS PUBLIC HEALTH



 Ruth Roman
 Director of Public Health

Date 1/10/18

 Timothy J. Mahoney
 Mayor, City of Fargo

Date _____

CONSULTANT



 Whitney Oxendahl
 Independent Contractor

Date 1/10/18

**REPORT OF ACTION
UTILITY COMMITTEE**



Project No. NA

Type: First Amendment to Agreement

Location: Southeast Cass Sewer District Project # 89-1

Date of Hearing: 9/28/2017

<u>Routing</u>	<u>Date</u>
City Commission	<u>10/23/2017</u>
Project File	

Jim Hausauer, Wastewater Utility Director, presented attached memo and First Amendment to the Southeast Cass Sewer District Agreement (Project #89-1). The purpose of the project was to provide sewer service to persons and entities in southern Cass County and the cities of Frontier, North River, Briarwood and Prairie Rose. The City of Fargo entered into a sewer agreement with SE Cass Water Resource District to allow the project to tie into the collection system of the City and ultimate treatment at the Wastewater Treatment Plant (WWTP).

Each property is charged Fargo's prevailing sewer rate (\$16.00) and an operation and maintenance surcharge (\$8.50). With fewer users, buyouts and aging infrastructure the surcharge is not meeting the financial demand of the O/M that wastewater staff is providing. The \$8.50 surcharge has not been increased since it was established in 1989.

As per the provisions in the SE Cass Sewer Agreement, the City has the authority to raise the prevailing rate, surcharge amount, and establish a capital repair fund with the approval of the SE Cass WRD Board. The SE Cass WRD Board approved the attached amendment in August 2017. The First Amendment to the Agreement is summarized as follows:

Prevailing Rate: \$16.50 – This pays for operation and maintenance of the collection system and treatment facilities within Fargo.

Surcharge: \$9.35 – Pays for O/M of the sewer lines, lift stations, septic tanks, grinder pumps and electricity for the lift stations.

Capital Repair Fund: \$3.15—A monthly fee to restore the Capital Repair Fund for major capital repairs or maintenance greater than \$5,000.

MOTION:

On a motion by Terry Ludlum, seconded by Ben Dow, the Utility Committee voted to approve the First Amendment to the Southeast Cass Sewer District Agreement.

<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		X			
Mark Bittner, Director of Engineering		X			
Kent Costin, Director of Finance					
Brian Ward, Water Plant Superintendent		X			
Don Tucker, Wastewater Plant Supt.		X			
Bruce Grubb, City Administrator		X			
Scott Liudahl, City Forester					
Terry Ludlum, Solid Waste Utility Director		X			
Jim Hausauer, Wastewater Utility Director		X			
Troy Hall, Water Utility Director		X			
Ben Dow, Public Works Operations Director		X			

ATTEST:



Jim Hausauer
Wastewater Utility Director

- C: Tim Mahoney, Mayor
- Commissioner Strand
- Commissioner Piepkorn
- Commissioner Grindberg

Memorandum

September 28, 2017

To: Utility Committee
 From: Jim Hausauer, Wastewater Utility Director 
 Subject: SE Cass Sewer District First Amendment — Proposed 2018 Rate Increase

Background

If you recall, the Southeast Cass Sewer District Improvement Project No. 89-1 was completed in 1989. The purpose of the project was to provide sewer service to persons and entities within a designated area within the project boundaries. Subsequently the City of Fargo then entered into a sewer agreement with the SE Cass Water Resource District to allow the district to tie into the sewage collection system of the City, and ultimately treatment at the WWTP. With this agreement, the City of Fargo is responsible for operation and maintenance of the project.

Each property that is served by the project is charged Fargo's prevailing sewer rate (\$16.00) and an operation and maintenance surcharge (\$8.50). The surcharge is deposited into the operation and maintenance fund established by the City. When there were financial shortfalls, the Wastewater Utility would make a formal request to SE Cass WRD to replenish the fund, generally \$50,000 every 18 months or so. These funds were available as a result of the original assessment that was established when the project was originated. This SE Cass WRD fund is now depleted. With fewer users because of buyouts, and aging infrastructure, the surcharge is not meeting the financial demands of the routine O/M that wastewater staff is providing. (Note: The \$8.50 surcharge has not been raised since it was established in 1989.)

The agreement did have some provisions to restore these funds and they are as follows:

1. If the City's actual cost exceeded the amount available in the operation and maintenance fund, Fargo can increase the \$8.50 fee per month. (Such increase was approved by the District in August)
2. A monthly fee to restore the Capital Repair Fund to an amount equal to \$50,000, (Such increase was approved by the District in August)

Outside Sewer Rates

Account	Rate	Surcharge	Capital Repayment	Total
Reiles Acres	\$16.00	\$9.35 (fixed)	NA	\$25.35
Highland Park	\$16.00	\$16.00 (100% rate)	NA	\$32.00
Oxbow	\$16.00	\$15.10 (fixed)	NA	\$31.10
Harwood	\$16.00	\$9.35 (fixed)	\$2.00	\$27.35
Lake Shure	\$16.00	\$9.35 (fixed)	\$2.00	\$27.35
Round Hill	\$16.00	\$9.35 (fixed)	NA	\$25.35
SE Cass	\$16.00	\$8.50 (fixed)	NA	\$24.50
Frontier	\$16.00	\$8.50 (fixed)	NA	\$24.50
North River	\$16.00	\$8.50 (fixed)	NA	\$24.50
Briarwood	\$16.00	\$8.50 (fixed)	NA	\$24.50
Prairie Rose	\$16.00	\$8.50 (fixed)	NA	\$24.50

SE Cass Proposed Rate Increase:

Current: \$16/mo. Fargo rate (Pays for O/M and repair costs of the collection system and treatment facilities within Fargo.)
Surcharge: \$8.50/mo. (Pays for repair and cleaning of sewer lines, pumping of septic tanks, maintenance of lift station and grinder pumps, electricity bills of lift stations). This rate can be increased based on actual costs incurred by Fargo, upon approval by SE Cass WRD. (Original rate as the 1989 agreement).
Capital Repair Fund: \$0/mo.: A monthly fee to restore the capital repair fund- provided SE Cass WRD and Fargo agree.

Actual Expenses from 2012-Present:

2012: \$67,087
 2013: \$67,757
 2014: \$73,925
 2015: \$54,315 (\$12.07)
 2016: \$49,345 (\$10.96)
Total: \$312,429/375 users/12 months = \$13.89/mo.

Proposed 2018:

Fargo Rate - \$16.50/mo.
 Surcharge - \$9.35/mo. (To be equal with Harwood, Reiles Acres, Round Hill ect)
Capital Repair- \$3.15/mo. (vactor, jet, repair/replace/pump septic tanks, replace pumps)
Total: \$29.00/mo.

Note: Other sewer agreements have a provision that has delineates expenditures greater than \$5,000 will be the responsibility of the user, (Reiles Acres, Round Hill, Harwood, Lake Shur), the SE Cass Agreement doesn't have this provision

Recommended Motion

Approve Southside Sewer First Amendment to adjust sewer rates for the users of the original 1989 SE Cass Project as follows:

Fargo Rate	\$16.50: O/M and repair costs of the collection system and treatment facilities in Fargo
*Surcharge	\$ 9.35: O/M & electricity of lift stations, cleaning/repair of sewer lines, & grinder pumps
*Capital Repair Fee:	\$ 3.15: Major capital repairs or maintenance that exceed \$5,000
<hr/>	
Total	\$29.00/mo.

*Note: Septic Tank Pumping every 3 years, maintenance/cleaning of the sewer lines, O/M of the lift stations (as per the agreement). Does not include septic tank repair/replacement.



Manfred R. Ohnstad 1914 - 1987
Bradley J. Burgum 1952 - 2010
Daniel R. Twichell 1927 - 2013
Brian D. Neugebauer 1951 - 2014

October 26, 2017

Lukas D. Andrud*
Katie J. Bertsch*
Calley B. Campbell
Andrew D. Cook*
Lukas W. Croaker*
Susan L. Ellison*
Sean M. Fredricks*
Jacob L. Geiermann*
Alexander B. Gruchala
Stephen R. Hanson II*
Robert G. Hoy*
John A. Juelson
Keven J. Kercher*
Tyler J. Leverington*
Delvin J. Losing*
Marshall W. McCullough*
Christopher M. McShane*
Robert E. Rosenvold*
John T. Shockley*
Sara K. Sorenson*
Michel W. Stefonowicz
Jeffrey R. Strom
David L. Wanner
Sarah M. Wear*

Ms. Carol Harbeke Lewis
Southeast Cass Water
Resource District
1201 West Main Avenue
West Fargo, ND 58078-1301

Re: Southeast Cass -- City of Fargo
FIRST AMENDMENT -- SOUTHSIDE SEWER AGREEMENT

Dear Carol:

Enclosed is the sole original FIRST AMENDMENT -- SOUTHSIDE SEWER AGREEMENT approved and signed by the Southeast Cass Water Resource District. Jim indicated he will provide the City of Fargo's executed signature page to your office once approved and signed by the City. As always, let me know if you have any questions.

Sincerely,

OHNSTAD TWICHELL, P.C.

Sean M. Fredricks

*Also licensed in Minnesota

SMF:dms
Enc.

cc/enc.: Mr. Jim Hausauer -- City of Fargo

**FIRST AMENDMENT
SOUTHSIDE SEWER AGREEMENT**

THIS FIRST AMENDMENT is entered into by and between the Southeast Cass Water Resource District, a North Dakota political subdivision (the "District"); and the City of Fargo, North Dakota, a North Dakota municipal corporation (the "City").

RECITALS

A. In accordance with Section 54-40.3-01 of the North Dakota Century Code, the District and the City entered into an AGREEMENT dated August 17, 1989 (the "Agreement"), under which the parties agreed to their various obligations regarding the funding, financing, construction, operation, management, and ownership of a sanitary sewer project commonly known as the "Southside Sewer Project" (the "Project"); a copy of the Agreement is attached as **Exhibit A**.

B. Under the Agreement, the City is responsible for operating, maintaining, and repairing ("O&M") those portions of the Project outside the municipal boundaries outside of any city.

C. To fund the City's O&M obligations, Section 5 of the Agreement affords the City the ability to charge properties served by the Project a monthly sewer rate comprised of three elements: 1) a monthly service fee equal to the City's standard residential sewer rate; 2) a monthly fee of \$8.50 to fund the operation, repair, and maintenance of the Project (the "O&M Fee"); and 3) a fee to ensure the capital repair fund is at least \$50,000 to fund significant improvements, expansions, or repairs to the Project (the "Capital Repair Fee"); the City has never raised the monthly O&M Fee and has never charged the Capital Repair Fee.

D. The costs of O&M have outpaced the sewer fees collected by the City and, in accordance with the Agreement, the City requested consent from the District to raise the O&M Fee and to commence collection of the Capital Repair Fee to fund the City's O&M obligations regarding the Project.

E. The District wishes to provide the requisite consent requested by the City, all subject to the terms and conditions in this First Amendment.

NOW, THEREFORE, in consideration of the above Recitals, the mutual promises in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the District and the City agree as follows:

AGREEMENT

1. **Interpretation.** This First Amendment modifies and supplements the Agreement. Wherever a conflict exists between this First Amendment and the Agreement, the provisions of this First Amendment will control. Except as modified and supplemented in this First Amendment, the Agreement is in full force and effect.

*Southeast Cass Water Resource District
City of Fargo
First Amendment to Southside Sewer Agreement*

Page 2

2. **O&M Fee Increase.** Under Section 5(B) of the Agreement, the parties set the initial O&M Fee at \$8.50 per month, and directed the City to administer a separate fund for collection and expenditures of funds collected via the monthly O&M Fee (the "O&M Fund"). Section 5(B) also provided a formula for the City to implement incremental increases to the O&M Fee to ensure the fee kept pace with the City's actual O&M costs. The City never increased the O&M Fee in accordance with the formula provided in Section 5(B). Instead, the parties approve and consent to an increase to the monthly O&M Fee of \$0.85; as a result of the increase approved under this First Amendment, the City's total monthly O&M Fee is \$9.35. The City will continue to administer the O&M Fund separate from other accounts or funds. The parties must mutually approve and consent to any future increases to the O&M Fee.

3. **Capital Repair Fee.** Under Section 5(C) of the Agreement, the parties granted the City the ability to administer a separate capital repair fund for collection and expenditures of funds collected via the Capital Repair Fee to fund significant improvements, expansions, or repairs to the Project (the "Capital Repair Fund"). Section 5(C) also granted the City discretion to collect a Capital Repair Fee to ensure the City maintains at least \$50,000 in the Capital Repair Fund. The City has never collected the Capital Repair Fee. The parties approve and consent to the City's implementation and collection of a monthly Capital Repair Fee in the amount of \$3.15. The City will create and administer the Capital Repair Fund separate from other accounts or funds. The parties agree the parties must mutually approve and consent to any future increases to the Capital Repair Fee.

4. **Assignment.** The City will not transfer or assign this First Amendment, nor the Agreement, nor any rights or obligations under either, without the express written consent of the District.

5. **Governing Law.** This First Amendment and the Agreement will be construed and enforced in accordance with North Dakota law. Any litigation arising out of this First Amendment or the Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

6. **Survival of Agreement.** If any court of competent jurisdiction finds any provision or part of this First Amendment or the Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this First Amendment and the Agreement will remain binding and enforceable; the parties will reconvene negotiations to arrive, in good faith, at an agreement as to matters remaining undetermined as a result of any finding by a court of competent jurisdiction that any provision or part of this First Amendment or the Agreement is invalid, illegal, or unenforceable.

*Southeast Cass Water Resource District
City of Fargo
First Amendment to Southside Sewer Agreement*

7. **Modifications.** Any modifications or amendments of this First Amendment or the Agreement must be in writing and signed by both parties to this Agreement.

8. **Interpretation.** This First Amendment and the Agreement will be construed as if prepared by both parties.

9. **Binding Effect.** The covenants, terms, conditions, provisions, and undertakings in this First Amendment and the Agreement, or in any additional amendment, will be binding upon the parties' successors and assigns.

10. **Effective Date.** This First Amendment will become effective on the date of execution by the last party to sign.

11. **Headings.** Headings in this First Amendment are for convenience only and will not be used to interpret or construe its provisions.

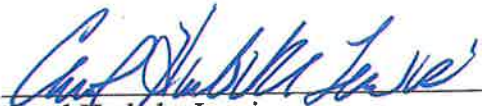
(Signatures appear on the following pages.)

***Southeast Cass Water Resource District
City of Fargo
First Amendment to Southside Sewer Agreement***

SOUTHEAST CASS WATER
RESOURCE DISTRICT

By: 
Mark Brodshaug, Chair

ATTEST:


Carol Harbeke Lewis
Secretary-Treasurer

Date Approved: August 23, 2017

*Southeast Cass Water Resource District
City of Fargo
First Amendment to Southside Sewer Agreement*

CITY OF FARGO

By: _____
Dr. Tim Mahoney, Mayor

ATTEST:

Steve Sprague, Auditor

Date Approved: _____, 2017

*Southeast Cass Water Resource District
City of Fargo
First Amendment to Southside Sewer Agreement*

EXHIBIT A

COPY OF THE AGREEMENT

AGREEMENT

THIS AGREEMENT entered into this 17th day of August, 1989, by and between Southeast Cass Water Resource District (the "District") and the City of Fargo, North Dakota (the "City").

WHEREAS, the District is in the process of creating an improvement district entitled Southeast Cass Sewer District No. 89-1 Project (hereinafter the "Project"); and

WHEREAS, the purpose of the Project is to provide sewer service to persons and entities included in the Project; and

WHEREAS, the most cost efficient manner of handling the sewage that will be part of the Project is to connect with and use the waste treatment facilities of the City, and to have the City be responsible for the maintenance of the Project; and

WHEREAS, the City, pursuant to the terms and conditions set out below, will agree to serve all properties outside the limits of incorporated cities which are included in the original Project of the District;

NOW THEREFORE BE IT AGREED as follows:

1. The District, after the entering of this contract, shall take all necessary steps in order to create an assessment district for the Project, let construction contracts for the construction of the Project, and to assess property owners in the Project for the cost of constructing the Project.
2. The City agrees that if a district is created, it will allow the Project to tie into the sewage collection system of the City, and to treat the sewage at the sewer treatment facilities of the City.
3. The City agrees that it will be responsible to operate, maintain and repair the Project after the construction of the Project, except for maintenance and repair covered by any construction contract issued by the District. Operation, repair and maintenance of the Project shall include, but is not limited to:
 - A. Regular inspection of the Project.
 - B. Repair and cleaning of sewer lines and force mains, equipment and other structures in the Project. Operation, repair and maintenance shall not include sewer lines, pumps, and other equipment which are used to connect a residence to a septic tank. If a disposal system for a particular property does not use a septic tank, then the operation, repair and maintenance does not include sewer lines, pumps and other equipment which are used to connect a residence to the exterior force pump.

C. Restoration of disturbed fill and surface material resulting from repair or maintenance on the Project.

D. Pumping of septic tanks and the maintenance of the tank itself.

4. The obligation of the City to operate, maintain and repair the Project applies only to properties located outside of incorporated cities, and will only include property inside incorporated cities if there is a separate agreement with that incorporated city and the City or if the repair inside the incorporated city is necessary to provide service to persons in the Project located outside of incorporated cities.

5. The City and District agree that properties being served by the Project shall be charged a sewer rate for operation, repair and maintenance, which includes the cost and maintenance of the sewage collection and treatment facilities located in the City, which rate shall be comprised of three elements:

A. A monthly fee of \$4.70, which is the present sewer rate in the City. That monthly fee would be tied to the average residential sewer rate in Fargo and would increase or decrease along with the average residential rates in the City. That fee shall cover all operation, maintenance and repair costs of the collection and treatment facilities within the corporate boundaries of the City.

B. A monthly fee for the operation, repair and maintenance of the system outside the City. Such fee shall initially be set at \$8.50 per month and shall be deposited into the operation and maintenance fund for the Project established by the City. That fee shall remain at \$8.50 (unless raised as set out below) for each billing through December 1, 1991. The monthly fee for the next twelve months for this component of the rate will be based on an amount equal to raise 105% of the actual costs incurred by the City in 1991. The actual cost to the City shall be based on the actual cost to the City of performing operation, maintenance, and repair as set out in paragraph 3, as well as applicable management, administrative, and legal services of the City which are directly related to the operation, repair and maintenance of the Project, including the collection of sewer charges by the City. The actual cost to the City shall also include any damages incurred by the City or District for any reason connected with the construction, use, or operation of the sewer system. Each year thereafter the fee will be based

on an amount equal to collect 105% of the actual costs of the City for the prior year. Provided, however, if during the initial period where the fee is established at \$8.50 per month, the City's actual costs exceed the amount available in the operation and maintenance fund, the \$8.50 per month fee shall be increased by Fargo to a sum sufficient to cover actual costs. Such increase must be approved by the District.

- C. A monthly fee to restore the capital repair fund to an amount equal to \$50,000, the original amount of the capital repair fund. As long as the amount in the capital repair fund is equal to or greater than \$40,000, no fee shall be charged. If the total sum in the capital repair fund in any quarter is reduced to an amount below that level, the next twenty-four (24) monthly payments may be raised an amount so as to raise sufficient funds to restore capital repair fund to \$50,000 at the end of the collection of the twenty-fourth (24th) monthly payment. Provided, however, if the City and the District agree that as a result of the expansion of the Project, or continual unforeseen capital repair expenses, that the \$50,000 reserve is insufficient to handle the needs of the system, the \$50,000 level and \$40,000 level set out above may be raised with the written consent of the City and the District.

The City will submit a bill to all properties connecting to the Project. Payment to the City will be due within thirty (30) days after the billing after which time the City may add interest to the charges at a rate of 10% per annum, unless the City establishes a rate of interest to charge its own residents for delinquent sewer bills, in which case the rate set for City residents will be the interest rate assessed under this agreement. If the actual rate being charged is disputed in writing by 10% or more of the users of the Project, the rate schedule will be reviewed by the District. If the District determines that the rate being charged is not proper, and the City does not reduce the rate to the rate approved by the District, the dispute shall be resolved by arbitration. The City shall appoint one arbitrator, the District shall appoint another arbitrator, and the two of them shall agree on a third arbitrator. The arbitration panel shall not have the authority to change the method of establishing the rate, but shall solely be responsible for determining whether or not the charges conform to the rates established in this agreement.

⑥ The District shall own the Project at least until the bonds which will be issued to finance the construction of the Project are paid in full. After that date the District shall continue to own all parts of the Project which are located outside

the corporate limits of any city. The parts of the Project that are located within the limits of an incorporated city at the time the bonds are paid off or thereafter shall automatically become the property of the city in which the property is located.

7. If any property which is connected to the Project becomes a part of the City, the sewer rates set by this agreement shall cease for those properties, and the City shall determine the appropriate fee to charge its own residents for their sewer service, which may or may not be the same charge assessed to other residences in the City with a different sewer system.

8. If a property which is part of the Project or becomes connected to the Project at a later date comes within the city limits of an existing city or a newly incorporated city, any obligation and responsibility of the District and the City to maintain and repair the system as well as to permit that sewage to be treated in the sewage treatment facilities of the City shall terminate. In order to maintain the use of the sewage treatment facilities of the City, a separate agreement must be entered into between the City and the incorporated city of which such property is a part. Provided, however, that no property shall have service terminated in any year in which the District has levied an assessment against the property for purposes of paying off the bonds used to finance the construction of the Project, except pursuant to the provisions of paragraph 11.

9. The District and City agree that only properties included originally in the Project, as set out in Exhibit "A," are covered by this agreement. If a property included originally in the project is subdivided so that there is more than one sewer hookup, the hookup fee set out below must be paid before any other hookups are permitted. However, the District and City will allow other property outside the limits of an incorporated city to hook up to this Project under the following conditions:

- A. A hookup fee in the amount determined by the District is paid into the capital repair fund established for this Project.
- B. The property owner or owners shall pay all costs of connecting their house and septic tank to the Project, and pay all expansion costs of the collection system needed to provide sewage service to their property.
- C. The property owner must enter into an agreement with the City, and execute a Petition for Annexation as set out in Exhibits "B" and "C" of this agreement.
- D. The engineer for the City and the engineer for the District must agree that the Project and sewage treatment facility of the City have sufficient

capacity to handle the added sewage which will result from the new hookup or hookups, and that the proposed collection system is adequate and meets or exceeds the quality of the original collection system of the Project.

- E. The property owner must have complied with all applicable zoning, subdivision and building permit requirements that are applicable to that property.
- F. A written permit is given by the City, which written permit must be given if conditions A through E are met.

If the above conditions are all met, the property shall be covered by the terms of this agreement, may hook up to the collection system established by this Project, and shall be charged a monthly rate on the same basis as all other property connected to the system and lying outside the corporate limits of any city.

10. The City and District agree that this agreement only applies to normal household-type sewage generated on a particular property, and does not include or cover any user which would introduce toxic or industrial waste into the sewage collection system of this Project.

11. The City, except for the conditions set out in paragraph 8, shall only be able to terminate service, or refuse to do maintenance and repair work on property for the following reasons:

- A. Non-payment of the sewer charges established by this agreement, when such payment has not been paid within sixty (60) days of its due date.
- B. The property owner improperly uses the system such as for toxic or industrial waste or by intentionally damaging any part of the Project.
- C. If there is any connection of roof downspouts, foundation drains, area drains, or other sources of surface runoff or groundwater to the Project.
- D. An individual property owner may be terminated if that User violates the provisions of Section 17-0203A and Section 17-0204 of the ordinances of the City of Fargo, or any amendments thereto, dealing with prohibited waste in the sewer system, which present sections are attached as Exhibit "D" to this agreement.
- E. An individual property owner may have its system shut off during times of floods, if the City and District agree that the flooding may injure or be detrimental to the sewer system established by this

Project, or the sewage disposal system of the City of Fargo.

The City will give two weeks' written notice to the property owner and the county of its intent to terminate service. The costs incurred by the City in terminating this service, as well as reconnecting the service, must be paid prior to reconnection to the system. Provided, however, if service is terminated pursuant to Section 11E, the City will be required to give written notice to the property owners to be terminated and the County, but the two weeks' notice requirement will not apply. In addition, if service is terminated pursuant to paragraph 11E, the property owner shall not be required to pay any expenses prior to being reconnected to the system. Any cost incurred in terminating service as a result of a flood threat shall be treated as a maintenance item of the District and be spread amongst all Users in the District.

12. The District shall hold the City harmless for materials, workmanship and the designed operational characteristics of the Project. The District, at a time no later than the completion of the construction of the Project, shall pay \$50,000 into a capital repair fund for the Project. This fund shall only be used by the City for major repairs on the Project outside the corporate limits of the City. Should any property that is covered by this agreement become a part of the City, the City may transfer a proportionate share of the capital repair fund to a similar fund of the City. For example, if 30% of the number of hookups to the Project become annexed to the City, the City may transfer 30% of the capital repair fund to a similar fund in the City. No such transfer shall be made without the written consent of the District. Provided that should any portion of the capital repair fund for the Project be transferred to the City, the rate set out in paragraph 5C shall be modified by reducing the level required of the capital repair fund by a proportionate share. For example, if 30% of the number of hookups to the Project become annexed to the City, the formula in paragraph 5C shall be modified by changing the \$50,000 figure by 70% to \$35,000. Provided, however, if the sum in the capital repair fund for the Project exceeds by \$50,000 the amount required to be in that fund, the excess over \$50,000 shall be transferred to either the bond fund established by the District for the payment of bonds issued for this Project, or to the maintenance fund of the Project. The District shall have the discretion as to which fund the money shall be transferred.

13. The City shall only expend funds out of the capital repair fund for the Project for major capital repairs which, for purposes of this agreement, shall be defined to mean:

Individual repairs that exceed \$5,000, and all replacement of pumps regardless of the cost of that replacement.

Provided, however, that should the operation and maintenance fund established for the Project be insufficient to pay for the regular

operation and maintenance of the Project, funds may be withdrawn from the capital repair fund to cover those expenses.

14. The City shall establish an operation and maintenance fund into which shall be deposited all charges collected pursuant to paragraph 5B. The operation, maintenance and repair costs of the Project incurred by the City which are not covered by the capital repair fund shall be paid to the City from this fund. If at any time the capital repair fund is reduced below the level set out in paragraph 5C (or as modified by paragraph 12), and there are funds in the operation and maintenance fund in excess of the fees billed pursuant to paragraph 5B for the prior six months, that excess may be used to restore the proper balance to the capital repair fund. Should any property that is covered by this agreement become a part of the City, the City may transfer a proportionate share of the operation and maintenance fund to a similar fund of the City. For example, if 30% of the number of hookups to the Project become annexed to the City, the City may transfer 30% of the operation and repair fund to a similar fund in the City. No such transfer shall be made without the written consent of the District.

15. The District shall be under no obligation to pay for or collect sewer charges on the Project, but shall be solely responsible for the payment of the principal and interest on all bonds used to finance the construction of the system.

16. The City shall keep separate records of all costs and expenses for operation, maintenance, repair and major repairs, of the Project which are included in paragraph 5B and paragraph 13, which records shall be made available to the District and to property owners served by the Project during normal business hours of the offices of the City.

17. This agreement contains the entire agreement between the parties, and supercedes all prior agreements or discussions concerning the Project, and may not be amended without the written consent of both parties.

SOUTHEAST CASS WATER RESOURCE DISTRICT

BY: *Frank D. Selberg*
Chairman

ATTEST:

Carol M. Stewart
Secretary

CITY OF FARGO, NORTH DAKOTA

4.10.14

BY: Don G. Lund
Mayor

ATTEST:

Moni Peller
Director of Finance

January 16, 2018

15

Honorable Board of City Commissioners
City of Fargo
200 3rd Street North
Fargo, North Dakota 58102

**RE: Bid Award – Project WW1708
Effluent Reuse Facility Membrane Skid Addition**

Dear Commissioners:

If you recall the Wastewater Treatment Facility (WWTF) operates an Effluent Reuse Facility (ERF) that treats secondary effluent to reverse osmosis quality water for use at the Tharaldson Ethanol Plant in Casselton, ND. Tharaldson Ethanol has offered to purchase a fourth Ultra-Filtration Skid and asked the City of Fargo to finance the infrastructure and installation over a 12-month period. At the end of the finance period, the City of Fargo will then own the infrastructure. The City Commission and Finance Committee have approved an MOU for the parameters of the financing plan for this project (WW1708).

Bids were opened at 11:30 AM Wednesday January 10, 2018 for improvements associated with Project WW1708 and are as follows:

Contractor	Bid
American General Contractors, Inc.	\$838,000
CC Steel, LLC	\$708,900
ICS, Inc.	\$938,000
John T. Jones Construction Co.	\$832,265
Northern Plains Contracting, Inc.	\$778,000
PKG Contracting, Inc.	\$716,900
Swanberg Construction, Inc.	\$833,000

The Wastewater Utility recommends the bid from CC Steel, LLC in the amount of \$708,900 as the lowest and best bid.

Recommended Motion

Approve bid recommendation and award Contract No.1 to CC Steel, LLC in the amount of \$708,900 for Project WW1708.

Respectfully Submitted,



Jim Hausauer
Wastewater Utility Director

APPROVED BY THE BOARD
OF CITY COMMISSIONERS

Nov. 6, 2017

(23)

November 6, 2017

Honorable Board of City Commissioners
City of Fargo
200 3rd Street North
Fargo, North Dakota 58102

RE: Memorandum of Understand between Tharaldson Ethanol and City of Fargo

Dear Commissioners:

If you recall the Wastewater Treatment Facility (WWTF) operates an Effluent Reuse Facility (ERF) that treats secondary effluent to reverse osmosis quality water for use at the Tharaldson Ethanol Plant in Casselton, ND. The ERF treats and provides (sells) close to a million gallons of water a day that would ordinarily be discharged into the river.

One of the critical components of the treatment process is the Ultra Filtration (UF) Skid/Membranes. The UF skids are essentially the "first step" in the filtration process and are exposed to a constant and rigorous cleaning regimen. Essentially the UF membranes are the most scrutinized component of the treatment process, as a failure of one of the skids would result in 40% less water produced and greater wear and tear of the remaining 2 skids.

The Tharaldson Ethanol Plant has completed a recent expansion and the Wastewater Utility has seen a gradual increase of water demand; with record volumes recorded in 2016 and 2017. Currently the three UF skids are producing maximum volumes as per the original design, with little redundancy for cleaning, repairs and/or failures. The addition of a fourth UF Skid will increase water volumes ~ 110,000 gallons per day as well as providing needed redundancy.

Recently, Tharaldson has offered to purchase a fourth UF Skid and asked the City of Fargo to finance the infrastructure and installation over a 12-month period. At the end of the finance period, the City of Fargo will then own the infrastructure. At this time, the Wastewater Utility has an unused placeholder of \$622,450 in fund 455 to provide 12 month financing for repayment from Tharaldson Ethanol. Tharaldson will remit the actual capital costs of this improvement in 12 equal monthly payments. The improvement project is estimated to be approximately \$650,000.

The Finance Committee has approved the parameters of the financing plan for this improvement project.

Recommended Motion

Approve the attached Memorandum of Understanding between Tharaldson Ethanol and the City of Fargo.

Respectfully Submitted,



Jim Hausauer
Wastewater Utility Director



January 10, 2018

Mr. Jim Hausauer
Wastewater Utility Director
City of Fargo
Wastewater Treatment Plant
3400 Broadway North
Fargo ND 58102

**Re: Fargo ERF Membrane Skid Addition
Engineer's Bid Review and Award Recommendation
City of Fargo Wastewater Project #WW1708**

Dear Mr. Hausauer:

Bids were received at 11:30 a.m. on Wednesday, January 10th at the City Auditor's Office and opened immediately following in the Centennial Lobby at the Fargo City Hall for the above referenced project. A total of seven different bidders submitted a total of seven sealed bids. All of the bids that were submitted met all of the prescribed requirements and were opened and read aloud. A bid tabulation is attached to this letter for your review.

The project was bid as one (1) contract: Contract No. 1 – General Construction. Based on a review of the base bids, the apparent low base bid is CC Steel, LLC. As such, the project team recommends the following construction contracts:

- Contract No. 1 – General Construction: CC Steel, LLC in the amount of **\$708,900.00**.

Thank you for the opportunity to assist the City of Fargo with this important project. Should you have any comments or questions regarding the bid results or the project in general, please do not hesitate to contact me at (701) 364-9111.

Respectfully Submitted,

AE2S

Ryan Grubb, PE
Project Engineer

Attachments

Tabulation of Bids
 ERF Membrane Skid Addition
 Fargo, ND
 P00803-2017-028, City Project No. WW1708
 Bid Opening 11:30 AM, January 10, 2018

Contractor	Acknowledge Addendum 1	Bid Bond	Contractor's License	Bid Form	Contract No. 1
1 CC Steel, LLC	✓	✓	✓	✓	\$708,900.00
2 PKG Contracting, Inc.	✓	✓	✓	✓	\$716,900.00
3 Northern Plains Contracting, Inc.	✓	✓	✓	✓	\$778,000.00
4 John T. Jones Construction Co.	✓	✓	✓	✓	\$832,265.00
5 Swanberg Construction, Inc.	✓	✓	✓	✓	\$833,000.00
6 American General Contractors, Inc.	✓	✓	✓	✓	\$838,000.00
7 ICS, Inc.	✓	✓	✓	✓	\$938,000.00
<i>Engineer's Estimate</i>					<i>\$700,000</i>

Respectfully Submitted by:



Ryan Grubb, PE



Advanced Engineering and Environmental Services, Inc.
 4170 28th Ave S
 Fargo, ND 58104
 Tel: 701-364-9111
 Fax: 701-364-9979

SECTION 00 51 00 – NOTICE OF AWARD

DATE: January 16, 2018

TO: CC Steel, LLC
5303 Creekview Green
Maple Plain, MN 55359

PROJECT: Fargo ERF Membrane Skid Addition
City Project No. WW1708
Fargo, North Dakota

CONTRACT FOR: Contract No. 1 – General Construction

You are notified that your Bid dated January 10, 2018 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for all work under the above referenced project.

The Contract Price of your contract is Seven hundred eight thousand, nine hundred dollars and no cents (\$ 708,900.00).

Four (4) copies of the proposed Agreement accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen (15) days of the date of this Notice of Award, that is by January 31, 2018.

1. You must, immediately, deliver to the Engineer four (4) signed copies of this Notice acknowledging its receipt.
2. You must deliver to the Engineer four (4) fully executed counterparts of the Agreement including all the Contract Documents.
3. You must deliver with each executed Agreement, Performance and Payment Bonds as specified in the Instructions to Bidders (Paragraph 20), and General Conditions (Paragraph 5.1).
4. You must deliver with each executed Agreement, Certificates of Insurance as specified in the General Conditions (Paragraph 5.04) and Supplementary Conditions (Paragraph SC-5.04).

Please note the requirements of Article 5 of the General Conditions. The Certificate of Insurance **MUST** include provision for 30 days prior written notice prior to cancellation. "Will Endeavor to Mail" is not acceptable. Crossing out or X-ing over the words "endeavor to" will not be acceptable. Failure to comply with the required cancellation provision will cause the contracts to be rejected and will delay Notice to Proceed.

Fargo, North Dakota
Fargo ERF Membrane Skid Addition

5. You must deliver with each executed Agreement, Current Workmen's Compensation Certificate of Premium Paid.
6. You must deliver with each executed Agreement, Contractor's Certificate of North Dakota Income and Sales Tax Clearance.

After execution of the Agreement, please send all copies of the Contract, along with the above items to the Engineer, **Advanced Engineering and Environmental Services, Inc. (AE2S)**, 4170 28th Avenue S, Fargo, ND 58104.

Failure to comply with these conditions within the time specified will entitle Owner to consider your bid in default, to annul this Notice of Award, and to declare your Bid Security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

City of Fargo, ND
Owner

By: _____
Authorized Signature

ACCEPTANCE OF AWARD

Contractor

By: _____

Title: _____

Date: _____

January 11, 2018

Honorable Board of City Commissioners
City Hall
200 North Third Street
Fargo, ND 58102

Commissioners:

Annually, the City of Fargo and the Fargo Park District partner in an Arbor Day celebration. This is one of the four requirements for maintaining our Tree City USA designation with the National Arbor Day Foundation. It typically includes 200+ youth participating in the planting of approximately 100 trees on public property.

An on-going Cost Share Agreement ensures that the expense of the tree purchases and related are split equally between the two entities. Estimated cost to the city is \$6000.00 or less, and is included in the annual forestry budget. The park district will traditionally take the lead, secure any necessary quotes, select the vendor, and invoice the city afterwards.

With the assistance of Nancy Morris and Fargo Park District counsel Greg Selbo, the attached Cost Share Agreement has been finalized.

Recommended motion:

Move to accept, sign, and send the attached Cost Share Agreement, for annual Arbor Day financial assistance, to the Fargo Park District for final signature.

Your approval of this request is appreciated.

Sincerely,



Scott Liudahl
City Forester

Cc: Ben Dow
Bruce Grubb
Kent Costin

Cost Share commission - FPD.doc

**COST SHARE AGREEMENT
ANNUAL ARBOR DAY TREE PLANTING AND OBSERVANCE**

Cost Share Agreement (CSA) between:
City of Fargo and the Fargo Park District, North Dakota

THIS AGREEMENT, made and entered into this _____ day of _____, 2018 (the "Effective Date"), by and between the city of Fargo, North Dakota, a North Dakota municipal corporation (hereinafter referred to as "Fargo"), and the Fargo Park District, a North Dakota political subdivision (hereinafter referred to as "Park District").

- Whereas, the laws of the State of North Dakota provide that each political subdivision is empowered to make and enter into cost share agreements with other political subdivisions in order to partner on public property projects;
- Whereas, this Agreement is made pursuant to N.D.C.C. § 54-40-1(1), which authorizes the joint and cooperative exercise of power common to the contracting parties. The intent of this Agreement is to increase efficiencies with respect to the bidding, selection, and contracting for the procurement of the necessary trees, and to prevent delays with respect to the scheduling. This Agreement does not create a separate political subdivision;
- Whereas, it is a goal for each of the parties to encourage and engage youth and adults in projects benefiting their community, provide an opportunity to participate in service, and to teach them the value and benefits of a healthy urban forest.

Now, therefore, it is hereby agreed by both parties hereto as follows:

Terms of the Agreement

1. Cost Sharing. The cost of tree purchases and related expenses associated with the annual Arbor Day observance (the "Project") will be split 50/50; provided however, that if the costs exceed \$6,000 per year per entity, Park District shall secure prior approval from the City Forester with authority consistent with Fargo's approved budget.
2. Responsibility. The Park District will take the lead, secure any necessary quotes, select the vendor, and invoice Fargo one-half of the cost incurred in procuring the necessary trees. Fargo will pay such invoice within 30 days following receipt of the same.
3. Effective Date. This Agreement shall become effective when approved and executed by the appropriate officials of both parties to this Agreement. The Agreement shall remain in effect until participation in this Agreement is terminated by a party. Any party to this Agreement may terminate participation in this Agreement upon thirty (30) days written notice addressed to the designated public official of each party. Notwithstanding such termination, the terminating party remains liable for their share of the cost of trees ordered prior to the other party receiving notice of such termination.
4. Dispute Resolution. The parties shall designate a representative who shall be the party's representative with respect to matters in dispute or require an agreement under the terms of this Agreement. Such representatives may be changed from time to time. The representatives shall be responsible for resolving any disputes between the parties concerning this Agreement. If the designated representatives cannot agree with respect to any matter requiring an agreement or with respect to any dispute concerning this Agreement, the parties shall submit the matter to the Mayor of the City of Fargo and to the Executive

Director for the Park District. If the parties cannot reach an agreement, then the matter may be litigated as contemplated by paragraph 12 below.

5. Liability. Any and all liability of the parties related to the Project under the terms of this Agreement will be limited to the amounts specified by the statutory requirements set forth in North Dakota Century Code § 32-12.1-03.
6. Notice. Any notice or election required or permitted to be given or served by any party to this Agreement upon any other will be deemed given or served in accordance with the provisions of this Agreement if said notice or election is (a) delivered personally, or (b) mailed by United States certified mail, return receipt requested, postage prepaid and in any case properly addressed as follows:

Fargo: City of Fargo
ATTN: Steve Sprague, City Auditor
Fargo City Hall, 200 3rd Street North, Fargo, ND

Fargo Park District
Attn: Joel Vettel, Executive Director
701 Main Ave, Fargo, ND, 58103

- Each such mailed notice or communication will be deemed to have been given on the date the same is received for by the addressee. Each such delivered notice or communication will be deemed to have been given upon the delivery. Any party may change its address for service of notice in the manner specified in this Agreement.

7. Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties with respect to the Project. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.
8. Amendments. No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in writing signed by the party or parties to be bound or a duly authorized representative and specifying with particularity the extent and nature of such amendment, modification or waiver.
9. No Forbearance. The failure or delay of any party 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 to enforce each and every term of this Agreement.
10. Remedies. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties under and pursuant to this Agreement.
11. Binding Effect. All covenants, agreements, warranties and provisions of this Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. When used herein, the singular will include the plural, the plural will include the singular, and the use of one gender will include all other genders, as and when the context so requires.
12. Governing Law. This Agreement has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. Any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

13. Rules of Construction. The parties acknowledge that they have had the opportunity to review this Agreement, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this Agreement.
14. Representation. The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.
15. Headings. Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.

This Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

Signatures:

Date:

Dr. Timothy Mahoney, Mayor, City of Fargo

Joel Vettel, Executive Director, Fargo Park District

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REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. _____ Type: Xcel Easement Request
 Location: 4456 19th Avenue North Date of Hearing: 1/8/2018
 1632 7th Avenue North

<u>Routing</u>	<u>Date</u>
City Commission	<u>1/16/2018</u>
PWPEC File	<u>X</u>
Project File	<u>Brenda Derrig</u>

The Committee reviewed a request from Xcel Energy, for an easement across the storm water retention pond adjacent to 19th Avenue North and west of 45th Street by the railroad crossing. The City has entered into an agreement with the Montplaisir Ag and Rental, LLP to purchase the pond after platting.

On a motion by Bruce Grubb, seconded by Mark Bittner, the Committee voted to recommend approval of the easement along with compensation amounts.

RECOMMENDED MOTION

Approve underground utility easement with Xcel Energy along 19th Avenue North and 7th Avenue North, along with compensation amounts.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A


	<u>Yes</u> <u>No</u>
Developer meets City policy for payment of delinquent specials	<u>N/A</u>
Agreement for payment of specials required of developer	<u>N/A</u>
Letter of Credit required (per policy approved 5-28-13)	<u>N/A</u>

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u><input checked="" type="checkbox"/></u>
Tim Mahoney, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Mark Bittner, Director of Engineering	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brenda Derrig
Kent Costin, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


 Brenda E. Derrig, P.E.
 Division Engineer



Memorandum

To: Members of PWPEC
From: Brenda Derrig, Division Engineer *BD*
Date: January 3, 2018
Re: Northern States Power d/b/a Xcel Energy Easement Request for their Overhead Power Transmission Line across City Property located at 4456 19th Avenue North and 1632 7th Avenue North

Xcel Energy has been working with the City to route a new transmission line to service the substation on 3rd Avenue North in the 1700 Block. On December 19, 2016, Commission approved the route and relocation agreement of public utilities. As part of the project, Xcel is in need of easements across the storm water retention pond adjacent to 19th Avenue North and west of 45th Street by the railroad crossing. The City has entered into an agreement with the Montplaisir to purchase the pond after platting; subsequently the City will be receiving the reimbursement for the easement although the Montplaisir still currently own the land.

Attached you will find the easement along with the compensation worksheets. Shawn, Nancy and I support and recommend the approval of the easement. I have discussed the values with Shawn Bullinger and we are comfortable with the offered amounts. They have also agreed to reimburse us for additional design work to support the placement of the pole within this property.

Recommended Motion:

Staff recommends that PWPEC review the easement request and approve the easement along with the compensation amounts offered.



**Maple River - Red River
115kV Transmission Line**

Easement Compensation Worksheet for: **City of Fargo Parcel 4A**

Value of Property based on Purchase Price of \$87,513.33 per acre

Easement Compensation based on 25% of Land Value

COMM 1 Land Easement Compensation	Compensation per acre	Acres From Survey	Easement Compensation
Easement Payment:	\$21,878.33	0.480	\$10,501.60
Signing Payment			\$1,500.00
Engineering Redesign			\$2,528.00
Summary of Payments:			
Total			<u>\$14,529.60</u>

Payee(s): 

Accepted by: _____ Date: _____

Accepted by: _____ Date: _____

Prepared by: _____ Date: _____

EASEMENT
(Permanent Utility)

The undersigned, Montplaisir Ag and Rental, LLP, a North Dakota Limited Liability Partnership, hereinafter called "Grantor," in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to Grantor, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Northern States Power Company, a Minnesota corporation, hereinafter called "Grantee," its successors and assigns, the right, privilege to survey, construct, operate, maintain, use, rebuild, relocate (subject to Grantor's consent as set forth herein), upgrade or remove electric lines with all towers, structures, poles, foundations, crossarms, cables, wires, guys, supports, counterpoises, fixtures, devices, and equipment appurtenant thereto (collectively referred to as the "Facilities") at locations approved by Grantor within said Easement; said Facilities being necessary for the purposes of conducting electric energy, light, and communication impulses through, over, under and across the following described lands situated in the city of Fargo, County of Cass, State of North Dakota, described on the attached Exhibit A (the "Premises"). The undersigned City of Fargo, North Dakota, a municipal corporation, hereinafter called "Consenting Party," expressly consents to the terms of this Easement and further agrees that, should it hereafter come into fee title of the Premises, the terms of this Easement will be in full force in and effect as stated herein.

Except for the rights of access and tree trimming granted herein upon the Premises, the easement granted herein shall be limited to that certain part of the Premises described on Exhibit A as the "**Easement Area.**"

Grantee shall have the right to enter upon the Premises to survey for and locate the Facilities, and to construct, operate, maintain, rebuild, or remove the Facilities. Grantor agrees that any future structures, trees, or other objects, permanent or temporary, will be placed or constructed so as to not threaten the structural or electrical integrity of, or Grantee's ability to maintain, Grantee's Facilities or electrical system. Grantor agrees to maintain ground clearance of not less than the minimum requirements specified by the National Electrical Safety Code and any other applicable laws and regulations and as required by Grantee in accordance with Grantee's established practices and procedures relating to the use, operation and maintenance of the Facilities. Grantor agrees to exercise caution in placing or constructing anything in the Easement Area and to consult with Grantee in the event of a question as to whether any such placement or construction could interfere with Grantee's Facilities or electrical system. Grantee shall consult with Grantor to address any concerns regarding the removal of any structures from said Easement Area that were not approved by the Grantee. Grantee shall be permitted to trim or remove any trees (including tall or

Page 1 of 6

NSP File: R 49, T 139, Sec. 1

Grantor: Montplaisir Ag and Rental, LLP

Consenting: City of Fargo

Line No. 5571

leaning trees located within the Premises adjacent to the Easement Area, which may presently or in the future endanger the Facilities) or objects, except fences, which, in the opinion of Grantee, may impair or interfere with the structural or electrical integrity of the Facilities. Grantee agrees to exercise its rights of trimming and/or removal reasonably, not intending to unduly prohibit the Grantor's use of the Easement Area.

The grant of easement herein contained shall include the right of Grantee to have reasonable access to said Easement Area across the Premises.

The Facilities and supporting structures from time to time may be reconstructed on said Easement Area with changed dimensions and to operate at different voltages. Relocation of any structure(s) require Grantor's prior approval, which approval Grantor shall not unreasonably withhold.

Grantee shall have the right to install within the Easement Area additional equipment and facilities for the distribution of energy, light, and communication impulses. All Facilities installed and placed by or on behalf of Grantee in the Easement Area shall remain the property of Grantee. Grantee shall also have the right to permit the attachment of wires of others to the Facilities; provided, however, that such other person or entity has obtained all necessary easements, permits or approvals for such other's use.

After installation of the Facilities or after the exercise of any of the rights granted herein, Grantee agrees to restore the Premises and the Easement Area affected by such exercise to as near their original condition as is reasonably practicable and remove therefrom all debris and/or spoils resulting from the use of the Premises and/or Easement Area. Grantee shall pay for all actual damages, as determined in Grantor's sole reasonable discretion, to landscaping, roads and driveways, fences, livestock, and crops directly caused by the construction or maintenance of the Facilities. Claims on account of such damages may be referred to Grantee's nearest office.


Grantor covenants with Grantee, its successors and assigns, that Grantor is the owner of the above described premises and has the right to sell and convey easements in the manner and form set forth herein. The easements and covenants contained in this instrument shall run with and against the Premises.

Grantor agrees to execute and deliver to Grantee, without additional compensation, any additional documents deemed reasonably necessary by Grantee in order to correct the legal description of the Easement Area described herein or to further document Grantee's rights to use the Premises and Easement Area for the purposes set forth herein.

It is mutually understood and agreed that this instrument covers all the agreements and stipulations between the parties and that no representation or statements, verbal or written, have been made modifying, adding to or changing the terms hereof.

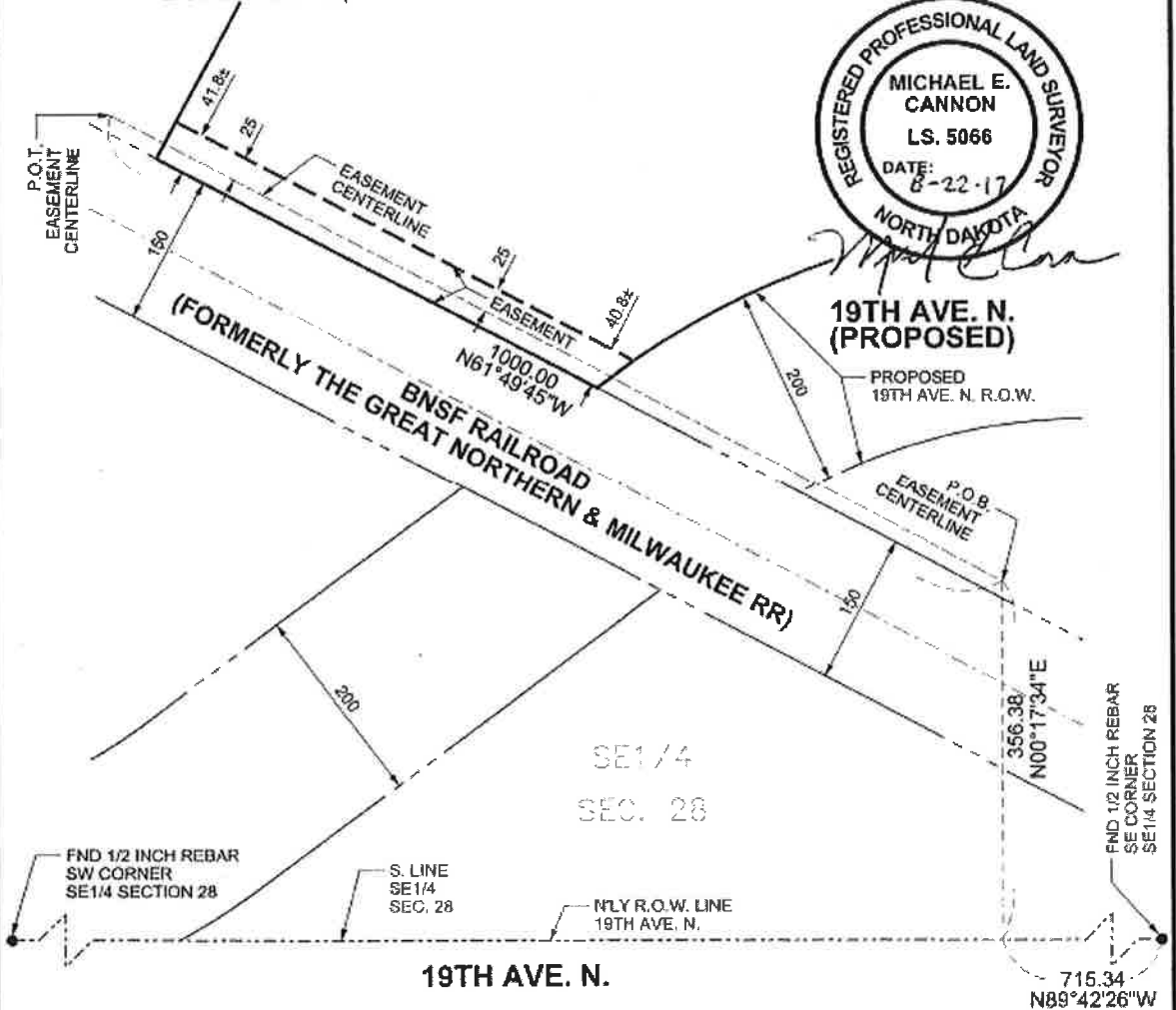
IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed as of the 3rd day of January, ²⁰¹⁸~~2017~~.

[SIGNATURE PAGE FOLLOWS]

 **NORTHERN STATES POWER
MINNESOTA**
EXHIBIT A SHEET 1 OF 2 SHEETS

Certificate of Survey
Location: Reed Township, Cass County, North Dakota
Grantor: City of Fargo
See sheet 2 of 2 for descriptions.

N
Scale: 1"=150'



I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NORTH DAKOTA.

Michael E. Cannon
MICHAEL E. CANNON LIC. NO. 5066

LN 5571 MAPLE RIVER TO RED RIVER
PARCEL: CITY OF FARGO
SEC. 28, T.140N., R.49W., 5TH P.M.
CO.: CASS

DATE 8-22-17



NORTHERN STATES POWER
MINNESOTA

EXHIBIT A SHEET 2 OF 2 SHEETS

Certificate of Survey
Location: Reed Township, Cass County, North Dakota
Grantor: City of Fargo

"Premises":

Part of the Southeast Quarter of Section 28, Township 140 North, Range 49 West of the Fifth Principal Meridian in Cass County, North Dakota, described as follows:

Commencing at the southeast corner of said Section 28; thence South 87 degrees 30 minutes 57 seconds West, along the south line of said Section 28, a distance of 69.94 feet to the northeasterly line of the BNSF Railway Company Right-of-Way; thence North 64 degrees 43 minutes 33 seconds West, along said northeasterly line of the BNSF Railway Company Right-of-Way, a distance of 1184.35 feet to the northerly line of the proposed 19th Avenue North Relocation Right-of-Way and to the point of beginning; thence continuing North 64 degrees 43 minutes 33 seconds West, along said northeasterly line of the BNSF Railway Company Right-of-Way, a distance of 492.43 feet; thence North 25 degrees 16 minutes 27 seconds East, a distance of 310.84 feet; thence South 85 degrees 26 minutes 51 seconds East, a distance of 675.08 feet; thence South 02 degrees 25 minutes 28 seconds East, a distance of 260.31 feet to said northerly line of the proposed 19th Avenue North Relocation Right-of-Way; thence southwesterly along said northerly line of the proposed 19th Avenue North Relocation Right-of-Way, a distance of 396.41 feet along a non-tangential curve concave to the southeast, having a radius of 775.00 feet, a central angle of 29 degrees 18 minutes 24 seconds and a chord that bears South 65 degrees 08 minutes 46 seconds West; thence South 50 degrees 29 minutes 34 seconds West, along said northerly line of the proposed 19th Avenue North Right-of-Way, a distance of 20.22 feet to the point of beginning.

"Easement Area":

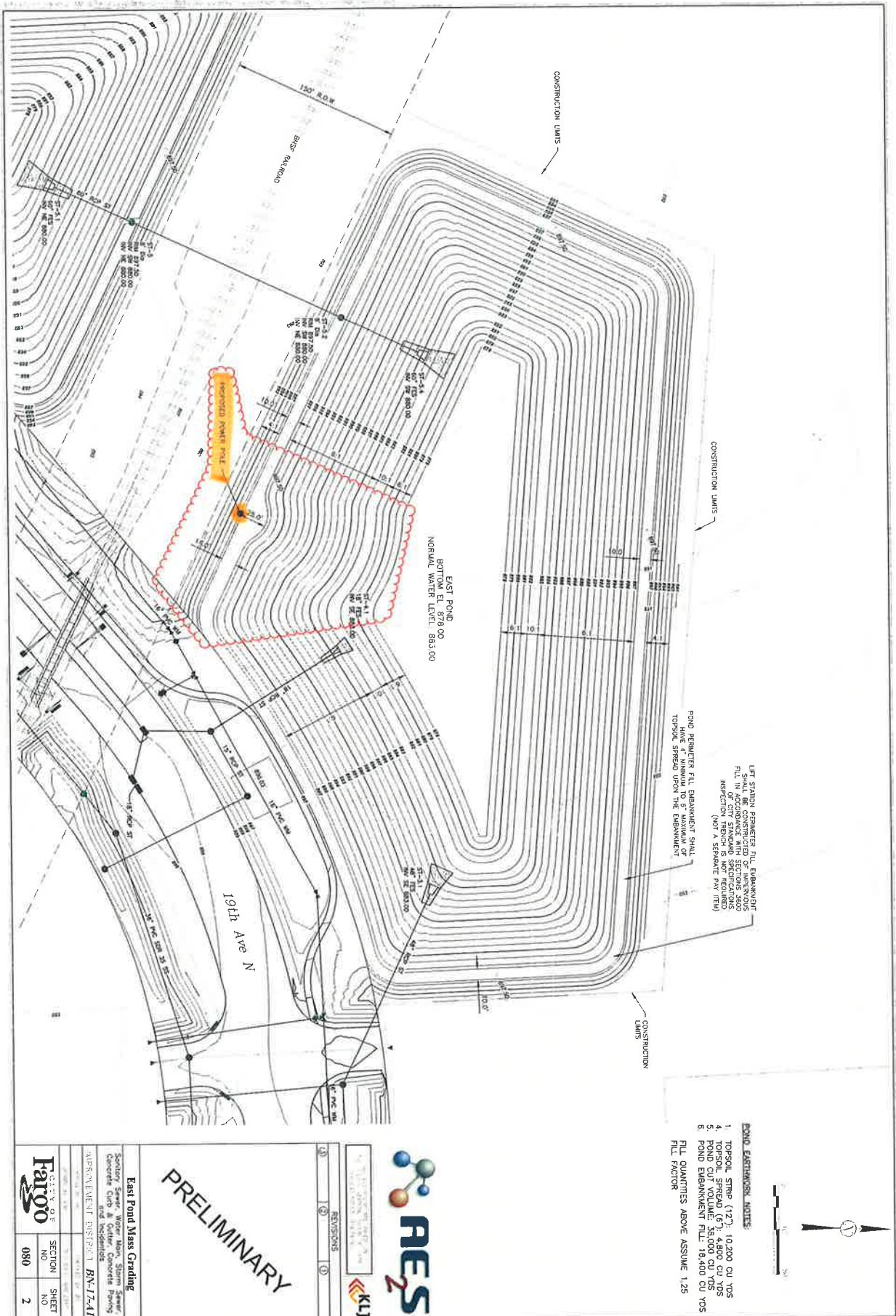
An easement over, under and across that part of the herein before described "Premises" which lies within 25.00 feet on each side of the following described centerline:

Commencing at the southeast corner of the Southeast Quarter of Section 28, Township 140 North, Range 49 West; thence North 89 degrees 42 minutes 26 seconds West 715.34 feet along the south line of said Southeast Quarter of Section 28; thence North 00 degrees 17 minutes 34 seconds East 356.38 feet to the point of beginning of the centerline to be described; thence North 61 degrees 49 minutes 45 seconds West 1000.00 feet and said centerline there terminating.

Containing 0.48 acres, more or less.

LN 5571 MAPLE RIVER TO RED RIVER
PARCEL: CITY OF FARGO
SEC. 28, T.140N., R.49W., 5TH P.M.
CO.: CASS

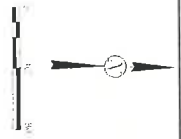




POND PERIMETER FILL EMBANKMENT SHALL BE CONSTRUCTED TO SECTION 2600 OF CITY STANDARD SPECIFICATIONS INSPECTION (NOT A SEPARATE PAY ITEM)

POND PERIMETER FILL EMBANKMENT SHALL HAVE 4" MINIMUM TO 6" MAXIMUM OF TOPSOIL SPREAD UPON THE EMBANKMENT

- POND ESTHIMATION NOTES:**
1. TOPSOIL STRIP (12"): 10,200 CU YDS
 2. TOPSOIL SPREAD (6"): 4,800 CU YDS
 3. POND CUT VOLUME: 38,000 CU YDS
 4. POND EMBANKMENT FILL: 19,100 CU YDS
 5. FILL QUANTITIES ABOVE ASSUME 1.25 FILL FACTOR



PRELIMINARY

East Pond Mass Grading Secondary Sewer Water Treatment Plant Sewer System and Wastewater Flow IMPROVEMENT PROJECT BN-17-11	
SECTION NO	SHEET NO
080	2

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-14-50 (6261)

Type: Contract Amendment #4

Location: El Zagal Area

Date of Hearing: 1/8/2018

<u>Routing</u>	<u>Date</u>
City Commission	<u>1/16/2018</u>
PWPEC File	<u>X</u>
Project File	<u>Nathan Boerboom</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Nathan Boerboom, related to a Contract Amendment submitted by Moore Engineering in the amount of \$45,000.00, bringing the total contract amount to \$778,285.00. The additional costs covered in this request are related to additional documentation requested by FEMA to complete the review of the LOMR application.

Staff is recommending approval.

On a motion by Steve Sprague, seconded by Kent Costin, the Committee voted to recommend approval of Contract Amendment #4.

RECOMMENDED MOTION

Approve Contract Amendment #4 in the amount of \$45,000.00 for Project No. FM-14-50, bringing the total contract amount to \$778,285.00.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

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>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>


COMMITTEE

- Tim Mahoney, Mayor
- Nicole Crutchfield, Director of Planning
- Steve Dirksen, Fire Chief
- Mark Bittner, Director of Engineering
- Bruce Grubb, City Administrator
- Ben Dow, Director of Operations
- Steve Sprague, City Auditor
- 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"/>	<input checked="" type="checkbox"/>
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brenda Derrig
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


 Brenda E. Derrig, P.E.
 Division Engineer



Memorandum

To: PWPEC
From: Nathan Boerboom, Division Engineer *NAB*
Date: 1/3/2018
Re: Project No. FM-14-51 (aka #6261) – El Zagal Area Flood Risk Management Project
Contract Amendment #4 Request

The construction projects for the El Zagal area were both fully completed and closed out this past summer. With being completed, a Letter of Map Revision (LOMR) submittal was able to be made to FEMA to hopefully have the levee system be accredited, which would remove properties behind it from the current FEMA 100 year floodplain (river stage of 39.4').

This past fall, Moore Engineering completed the LOMR application for this project and it was submitted to FEMA for review. FEMA has requested some additional documentation in order to complete their review of this LOMR application.

Moore has started to complete this additional documentation request and will be exceeding their remaining budget amount for this work. To complete this work, Moore is requesting a contract amendment of \$45,000. Based on the additional documentation being requested from FEMA, this amount seems appropriate and staff is recommending approval of the amendment.

Recommend Motion:

Approve contract amendment #4 submitted by Moore Engineering in the amount of \$45,000.00, which would bring the new contract total amount to \$778,285.00.



925 10th Avenue East
West Fargo, ND 58078

P: 701.282.4692
F: 701.282.4530



January 3, 2018

Nathan Boerboom
City of Fargo – City Hall
200 3rd Street N
Fargo, ND 58102

RE: City of Fargo Project FM-14-51, El Zagal Area Flood Risk Management - Phase I and Phase II. Amendment No. 4 - Agreement For Engineering Services

Dear Nathan:

Moore Engineering respectfully requests that the City consider a change order to the "Agreement for Engineering Services" for the above referenced project. Specifically, there is one item on the Cost Proposal Form that we request to be considered:

- A. FEMA Review Comments. Additional work beyond the initial LOMR submittal was required by the FEMA review contractor in the November 21st, 2017 request. Altogether, the November 21st, 2017 document with the comments and Moore's responses is about 16 pages in addition to all of the 5 exhibits and 17 attachments assembled as part of the response package. The following list illustrates the types of comments and demands encountered from the FEMA review contractor:
1. Additional documentation of all applicable Permits for the project by agency with the specific permit approval, lead firm and status update. The documentation of the 9 permits was assembled for the response for the FEMA reviewer.
 2. Additional documentation for the O&M manual including a letter from the Mayor of Fargo the address the comment related to community adoption of the O&M manual for the El Zagal LOMR.
 3. Additional documentation of all of the interior drainage modeling.
 4. Additional documentation and justification of top widths and floodway widths.
 5. Additional research and documentation of the various models developed prior to the work for El Zagal in response to a demand that the model for the Ridgewood project be used for the duplicate effective model.
 6. Additional documentation of why the HEC-RAS models developed for the Moorhead Country Club project are appropriate. The FEMA reviewer requested that the model for the Ridgewood project be used in lieu of the Moorhead Country Club model ignoring the fact that FEMA Region 5 has already approved the LOMR and modeling for that project.
 7. A demand that the cross-sections near the upstream and downstream ends of the project levees be moved about 43 feet and 53 feet. This resulted in a maximum change of 0.009 feet (0.01 foot) from the original submittal.
 8. An additional demand for annotated maps.
 9. A demand that the cross-sections be widened so that they cross the entire width of the flood plain despite the fact that the FEMA Region 5 already approved the Moorhead Country Club LOMR model that that was used for the El Zagal LOMR.

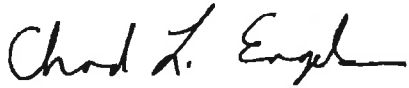
The comments received are not indicative of past experience with FEMA certifications and were inconsequential to the final outcome. In spite of the substantial effort to provide the additional documentation, the net result is a product that changed the one percent chance flood water surface a maximum change of 0.009 feet (0.01 foot) from the original submittal. Nonetheless, all comments must be closed out by FEMA before they'll approve the LOMR.

The items above will adjust the "Total Not to Exceed" from \$733,285 to \$778,285. We appreciate your willingness to consider this change order request.

Please feel free to contact me with any questions or comments.

Sincerely,

MOORE ENGINEERING, INC.

A handwritten signature in black ink that reads "Chad L. Engels". The signature is written in a cursive, flowing style.

Chad L. Engels, PE
Senior Project Manager

**AMENDMENT NO. 4
CITY OF FARGO
ENGINEERING SERVICES AGREEMENT
City of Fargo Project FM-14-51**

Project Name: El Zagal Area Flood Risk Management
Fargo, North Dakota

Scope of Work

Add the following:

27. Additional Services. The city desires to have the engineer complete the closeout of the El Zagal Area Flood Risk Management Project. Additional engineering services are required as follows:

- A. FEMA Review Comments. Additional work beyond the initial LOMR submittal was required by the FEMA review contractor in the November 21st, 2017 request. Altogether, the November 21st, 2017 document with the comments and Moore's responses is about 16 pages in addition to all of the 5 exhibits and 17 attachments assembled as part of the response package. The following list illustrates the types of comments and demands encountered from the FEMA review contractor:
1. Additional documentation of all applicable Permits for the project by agency with the specific permit approval, lead firm and status update. The documentation of the 9 permits was assembled for the response for the FEMA reviewer.
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 3. Additional documentation of all of the interior drainage modeling.
 4. Additional documentation and justification of top widths and floodway widths.
 5. Additional research and documentation of the various models developed prior to the work for El Zagal in response to a demand that the model for the Ridgewood project be used for the duplicate effective model.
 6. Additional documentation of why the HEC-RAS models developed for the Moorhead Country Club project are appropriate. The FEMA reviewer requested that the model for the Ridgewood project be used in lieu of the Moorhead Country Club model ignoring the fact that FEMA Region 5 has already approved the LOMR and modeling for that project.
 7. A demand that the cross-sections near the upstream and downstream ends of the project levees be moved about 43 feet and 53 feet. This resulted in a maximum change of 0.009 feet (0.01 foot) from the original submittal.
 8. An additional demand for annotated maps.
 9. A demand that the cross-sections be widened so that they cross the entire width of the flood plain despite the fact that the FEMA Region 5 already approved the Moorhead Country Club LOMR model that that was used for the El Zagal LOMR.

The comments received are not indicative of past experience with FEMA certifications and were inconsequential to the final outcome. In spite of the substantial effort to provide the additional documentation, the net result is a product that changed the one percent chance flood water surface a maximum change of 0.009 feet (0.01 foot) from the original submittal. Nonetheless, all comments must be closed out by FEMA before they'll approve the LOMR.

Compensation

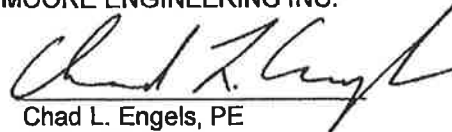
The Cost Proposal Form contained in "Exhibit A" of the original contract shall be amended as follows:

- A. Add item "FEMA Review Comments" in the amount of \$45,000

IN WITNESS WHEREOF, this amendment to the original contract dated the 25th day of January, 2014 has been executed this _____ day of _____ January _____, 2018.

WITNESS: 

MOORE ENGINEERING INC.



Chad L. Engels, PE
Senior Project Manager

WITNESS: _____

CITY OF FARGO

By _____
Tim Mahoney, Mayor

(19)

COVER SHEET
CITY OF FARGO PROJECTS

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 Project as it will appear in the Contract:

Reconstruction of City Order Sidewalks

Project No. SR-18-A

Call For Bids January 16, 2018

Advertise Dates January 22 & 29, February 5, 2018

Bid Opening Date February 21, 2018

Substantial Completion Date September 7, 2018

Final Completion Date September 28, 2018

N/A PWPEC Report (Attach Copy (**Part of the 2018 C.I.P.**))

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Brandon Beaudry

Phone No. 476-4107

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:

N/A Create District (Attach Copy of Legal Description)

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

N/A Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT
 RECONSTRUCTION OF
 CITY ORDER SIDEWALKS
 PROJECT NO. SR-18-A

Nature & Scope

This project is for sidewalk reconstruction and curb ramps located in the following areas:

1. Area bordered by Par Street N. to Elm Street N. and 32nd Avenue N. to 35th Avenue N.
2. Various sidewalks throughout the City of Fargo

Purpose

To repairing existing sidewalk and curb ramps ordered by the City Commission.

Feasibility

The estimated construction cost of sidewalks is \$306,360.00. The project will be funded by Special Assessments and Infrastructure Sales Tax Funds as follows:

Assessed Costs to Benefitting Properties

Estimated Sidewalk Construction Cost:	\$ 230,820.00
Plus 11% Engineering Fees:	\$ 25,390.20
Plus 3% Legal Fees:	\$ 6,924.60
Plus 6% Administration Fees:	\$ 13,849.20
Plus 4% Interest Fees:	<u>\$ 9,232.80</u>
Total Estimated Assessed Cost:	\$ 286,216.80

Curb Ramps and City Share of Sidewalks

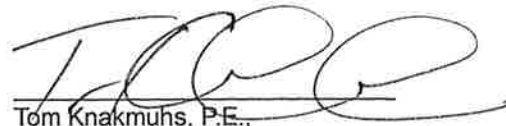
Estimated Construction Cost:	\$ 75,540.00
Plus 6% Engineering Fees:	\$ 4,532.40
Plus 3% Legal Fees:	\$ 2,266.20
Plus 4% Interest Fees:	<u>\$ 3,021.60</u>
Total Estimated Construction Cost:	\$ 85,360.20

Totals

Total Estimated Cost:	\$ 371,577.00
Estimated Assessed Cost:	\$ 286,216.80
Estimated Infrastructure Sales Tax Funds :	\$ 85,360.20

We believe this project to be cost effective.




 Tom Knakmuhs, P.E.,
 Division Engineer

REPORT OF ACTION

22

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. MS-17-A0 (PN-19-B) Type: Contract Amendment #1

Location: 52 Ave S – 45 St to Sheyenne St Date of Hearing: 1/8/2018

<u>Routing</u>	<u>Date</u>
City Commission	<u>1/16/2018</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Gorden</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, related to a Contract Amendment submitted by Houston Engineering in the amount of \$596,860.00, bringing the total contract amount to \$748,425.63. The additional costs are for final design services.

Staff is recommending approval.

On a motion by Steve Sprague, seconded by Kent Costin, the Committee voted to recommend approval of Contract Amendment #1.

RECOMMENDED MOTION

Approve Contract Amendment #1 to Houston Engineering in the amount of \$596,860.00.

PROJECT FINANCING INFORMATION:


Recommended source of funding for project: Sales Tax Funds & Special Assessments

	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	<u>_____</u>
Agreement for payment of specials required of developer	<u>N/A</u>	<u>_____</u>
Letter of Credit required (per policy approved 5-28-13)	<u>N/A</u>	<u>_____</u>

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u><input checked="" type="checkbox"/></u>
Tim Mahoney, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Mark Bittner, Director of Engineering	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Brenda Derrig</u>
Kent Costin, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


 Brenda E. Derrig, P.E.
 Division Engineer

C: Kristi Olson

January 4, 2018

To: Members of PWPEC

From: Jeremy M. Gorden, PE, PTOE *JmG*
Division Engineer - Transportation

Subject: Request to Approve Contract Amendment #1 with Houston Engineering for Final Engineering Design Services for Street Reconstruction Project
City of Fargo Project No. MS-17-A0
52nd Avenue S – 45th Street to Sheyenne Street

Background

Earlier this year both Metro COG and the City of Fargo entered into contracts with Houston Engineering after in-person interviews for them to complete a 'Cooperative Planning and Environmental Report' that will allow us to receive federal transportation funds for the reconstruction and widening of 52nd Avenue S from 45th Street to Sheyenne Street in West Fargo. The contracts did not include final design for the project. The value of the Metro COG contract is \$149,463.76 (119,571.01 Federal/29,892.75 City) and the value of the City of Fargo contract is \$151,565.63.

Engineering staff has planned for 52nd Avenue S to be reconstructed starting in 2019 using a mix of federal and local funds. We had assumed that the final plans would be due in late November 2018 with a bid opening in early February 2019. But, as luck would have it, staff from the Local Government Division of the NDDOT called last week and said they found additional funding and would like to move this project to a November 2018 bid opening so that they could encumber the funds before 2019. This means that the final plans would be needed by early August 2018. That is 7 months from now and this project has an estimated construction cost around \$18M.

In order to accomplish this and meet the NDDOT tight schedule, I requested permission to ask Houston to provide us a quote to complete final design services for the project as keeping them on board will save us time and give us the most qualified/most informed local team to complete the design. The project is long (2 miles in length) and has 2 bridges to be dealt with in design (1 or both may need to be fully reconstructed) in addition to the standard roadway reconstruction and widening issues to deal with.

Update

Last month I requested and received permission from PWPEC to solicit a quote for final design services from Houston Engineering for this important street reconstruction project slated for bidding later this year. I have attached the scope of services and fee for this request. The fee total comes in at **\$596,860** (3.32% of estimated construction cost). I support approval of this scope of services and associated fee. The funding source for this work will be a combination of Special Assessments and Sales Tax Funds.

Recommended Motion

Approval of Contract Amendment #1 in the amount of **\$596,860** from Houston Engineering to provide us final design services for the 52nd Avenue S street reconstruction project whose limits are 45th Street to Sheyenne Street, bringing the value of the contract with Houston Engineering from \$151,565.63 to \$748,425.63.

Attachment



Fargo Office

701.237.5065

701.237.5101

1401 21st Avenue North Fargo, ND 58102

January 3, 2018

Jeremy Gorden
City of Fargo Traffic Engineering
200 3rd Street North
Fargo, ND 58102

**Subject: 52nd Avenue Design Services
HEI Project No. 6059-139**

Dear Jeremy:

Thank you for the opportunity to submit a scope and fee for the design of 52nd Ave. S from Sheyenne St. to 45th St. We understand the importance of this corridor and the associated timeframe in which design must be completed in order to meet fall of 2018 bid letting. We have the resources to devote to this important project and are eager to get going.

Some of the assumptions that have gone into our scope and associated fee are listed for your review and reference. We have assumed a two-year construction phased project with a portion of the project being completely shut down each year to facilitate the construction of the bridges. However, various alternatives will be reviewed to shorten or avoid disruptions to traffic as part of the overall design process.

Thanks again for this opportunity and we look forward to working with the City on another successful project.

Let me know if you have any questions.

Thank you.

HOUSTON ENGINEERING, INC.

A handwritten signature in cursive script that reads "Jeremy McLaughlin".

Jeremy McLaughlin, PE

JLM:sh

C:\Users\jlansink.HOUSTON\Desktop\Scope.docx

Jeremy Gorden
January 3, 2018
Page 2

Project Understanding

HEI understands the intent of this scope and associated fee is for the design of 52nd Ave. from 45th St. to Sheyenne Street. Intersections at the project termini will essentially remain as they are today with the transitions from the existing pavement to the newly designed section taking place away from the intersections. Some minor work may be required (striping, signal timing, lighting, etc.) but overall the intersections will remain as they are today.

In addition, we anticipate a new 4-lane section with improvements at intersections being required to accommodate expected future traffic. In addition, we assume that two new bridges will be required at Drain 27 (depending on median width this could be one bridge) as well as revisions to the Sheyenne River bridge that could range from widening to complete replacement. A detailed breakdown of the scope and associated work items is noted below.

We understand that this will be a City of Fargo lead project with no direct funding from the NDDOT at this time. Our estimated fee is based on HEI 2018 Standard Billing Rates and is attached for your reference. The fee is a "not to exceed" number and will not be exceeded without permission and written approval from the City of Fargo.

At this time, HEI anticipates utilizing two subconsultants. Terracon for geotechnical analysis and any required borings and WSB and Associates for various items associated with the design as noted in our estimated fee.

1.0 Project Administration

1.1 Project Coordination

HEI shall have a representative available for meetings with City of Fargo Staff to discuss and review project schedule, design status, budget, project scope and other pertinent issues throughout the duration of the design phase of the project. Anticipated completion date for this task is November 9, 2018.

1.2 Internal Project Development and Staff Meetings

HEI shall hold internal staff meetings throughout the design phase of the project to ensure the project schedule is maintained. We anticipate these meetings to last until November of 2018.

1.3 Plan Review Meetings

HEI shall have representatives available for meetings with City of Fargo Staff to discuss plan review comments. Plan review meetings are anticipated at the 30% and 90% plan submittals.

1.4 Progress Documentation

Jeremy Gorden
January 3, 2018
Page 3

HEI shall submit status reports to the City of Fargo, West Fargo and NDDOT bi-weekly. This report shall identify the percentage of progress on each milestone activity, outline activities accomplished during the bi-weekly period, activities to be accomplished over the next reporting period, and activities to be completed by the other agencies. The status report shall also identify any milestone activity that is not completed or anticipated not to be completed on time.

2.0 Roadway Design

2.1 Final Design and Geometrics

HEI shall prepare final geometric design and profiles for the project corridor for incorporation into the final construction plans. It is anticipated the project will construct a four-lane concrete roadway from Sheyenne St (Cass County Road 17) in West Fargo to 45th St in Fargo. The project will be designed to current City of Fargo, NDDOT and AASHTO standards for a minor arterial roadway with a design speed of 40 to 45 MPH. The estimated time to complete the final design and geometrics assumes all intersection types are determined upon the completion of the Documented Categorical Exclusion (DCE) in March of 2018.

2.2 Cross Sections and Earthwork

HEI shall prepare and label cross sections and calculate accurate earthwork quantities.

2.3 Paving Layouts / Jointing

HEI shall prepare detailed overall and phased paving layouts identifying joint placement in critical areas of the project. The jointing plan will be coordinated with other aspects of the project to ensure constructability.

2.4 Storm Sewer Design

The existing roadway will go from a rural section to an urban section with curb and gutter and associated storm sewer. HEI shall design and review potential storm sewer utility conflicts and verify the size of the proposed storm sewer in accordance with the City of Fargo Master Plan. HEI will also prepare utility plan and profile sheets showing the location, depth, and slope of proposed storm sewer improvements meeting City of Fargo standards. See Section 6.0 for additional details related to the hydraulic modeling.

2.5 Erosion and Sediment Control

HEI shall prepare erosion control layouts and details to be included in the plans meeting City of Fargo standards. The SWPPP and permit will be the responsibility of the contractor.

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2.6 Quantities and Estimate of Probable Construction Cost

HEI shall prepare quantity take-off for required bid items. Major items include new concrete pavement, aggregate base, excavation and embankment, storm sewer, traffic signals, temporary and permanent signing/stripping.

2.7 Develop Special Instructions to Bidders

HEI shall prepare the Special Instructions to Bidders per City of Fargo Standards, identifying critical project features not included in the standard specifications and construction schedule for inclusion into the final plan set.

2.8 Plan Preparation (Cover Sheet, Details, Typical Sections, Etc.)

HEI shall develop and submit a 30%, 90% and 100% plan set meeting City of Fargo standards.

3.0 Structural Design

3.1 Cass County Drain 27 Structure

3.1.1 Geotechnical Analysis and Design. The original geotechnical borings and analysis was completed in 2010 as part of a previous project. A review and update to current design standards was included as part of the environmental document portion of this project. No additional costs have been included for geotechnical recommendations or analysis for the Drain 27 structure(s).

3.1.2 Preliminary and Final Design. Due to the current uncertainty of what the proposed roadway section will be (there is a large variation in median width based on preferred alternative) it is difficult to determine the geometry (width) of the proposed structure. If the proposed median is over 10', there is a good chance that two bridges may be more economical than one large bridge. A final determination will be made once the DCE has been signed. For cost estimating purposes, we have assumed two independent, but identical bridges being designed. This will reduce the amount of design time required. Limited aesthetics have also been included (decorative railing and stained and patterned barrier). If additional aesthetics are required, additional fee may be negotiated.

3.1.3 It is anticipated at this time that the pedestrian path that runs parallel to Drain 27 will cross under 52nd Ave. at the Drain 27 structure. If a separate pedestrian structure is also installed under 52nd Ave. at another location, it is anticipated that this would likely be a precast structure. Limited design time has been included based on this assumption.

3.2 Sheyenne River Structure

3.2.1 Existing Bridge. The existing structure was built in 1971 and consists of a 3-span concrete superstructure. The horizontal clearance is 30.8' with an overall structure length of 108.92'. The sufficiency rating is 82.20 dated April 21, 2016.

Jeremy Gorden
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As part of the structure, there are two control gates on the upstream (south) side of the bridge that are integral with the piers. It has been expressed by various parties that the functionality of these gates remain after the project is completed.

- 3.2.2 Preliminary Design. It is possible that the existing roadway may be reduced down to two lanes on the east side of the Sheyenne River. However, pedestrian access on both sides of 52nd Ave. needs to be maintained across the river. In order to accommodate this, the bridge would have to be widened. We will likely be reviewing 3 options as part of the DCE, 1.) widen enough to give access to pedestrians on both sides of 52nd along with 2 lanes of traffic 2.) pedestrians on both sides plus four lanes of traffic or 3.) complete replacement. For the sake of estimating, we are assuming that either the 2nd or 3rd option would be selected as they are typically the most labor intensive.

The preliminary plans (30% level) would be submitted for the Cities of Fargo and West Fargo to review. In addition, we anticipate that the NDDOT and State Water Commission will also be involved in the process if any changes are made to the structure. If no changes are made to the gate system, the SWC may not be involved.

- 3.2.3 Final Design. Final design will incorporate any City or State comments with final plans submitted for review prior to release for bidding.
- 3.2.4 Geotechnical Borings and Analysis (Terracon)
 Geotechnical borings and analysis for the replacement or widening of the Sheyenne River Bridge is needed. See Terracon scope of work for a full description of services anticipated.

4.0 Traffic Engineering

4.1 Traffic Signal Design

HEI shall design and complete plan preparation for traffic signal system for up to two intersections (Veterans Boulevard and 63rd Street South) meeting City of Fargo standards. Traffic signal timing to be completed by the City of Fargo.

4.2 Temporary Traffic Signal Design

HEI shall design and complete plan preparation of temporary wire span traffic signal system at Veterans Boulevard and modifications to the existing temporary signal system at 63rd Street to coordinate with the work zone traffic control and phasing plans.

4.3 Pavement Marking Design

HEI shall complete the design and plan preparation of the pavement marking for the corridor meeting City of Fargo and MUTCD standards.

4.4 Permanent Signing (WSB)

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HEI with assistance from WSB shall complete the design and plan preparation for the permanent signing for the corridor. The plans will meet City of Fargo and MUTCD standards. All signs are anticipated to be located on individual posts or traffic signal mounted. This task includes sign removals, proposed signage, required sign design, tabulation and cost estimate. This scope does not include the design of overhead truss, cantilever signing or structures.

4.5 Lighting (WSB)

HEI with assistance from WSB shall complete the street lighting plan preparation for the project corridor including lighting at roundabouts and reduced conflict intersections. This work task includes utility coordination, photometric analysis and identification of potential utility conflicts. The deliverables include the lighting plan and cost estimate.

4.6 Temporary Traffic Control and Phasing

HEI shall prepare a traffic control and phasing plan for the two-year construction of 52nd Avenue S to be included in the bid plan set. The project will be split into two segments, 45th Street to Veterans Boulevard and Veterans Boulevard to Sheyenne Street. It is assumed that the construction of the bridges at Drain 27 and the Sheyenne River will require the roadway to be closed, and through traffic will be detoured. Local traffic will be maintained along 52nd Avenue to the extent possible. Field modifications to the phasing and traffic control plan by the contractor during construction are not included in this scope.

5.0 Hydraulics / Hydrology

5.1 Structure Hydraulics

The scope includes performing a hydraulic analysis for the 52nd Avenue South crossings at Cass County Drain 27 and the Sheyenne River. The analysis will be performed using the HEC-RAS hydraulic model using survey data acquired for the project supplemented with LIDAR. The hydraulic analysis will include an evaluation of existing conditions as well as an evaluation of proposed replacement alternatives. A report will be prepared to document the analysis.

5.2 Storm Sewer Analysis

Based on our knowledge of the project, and the design that has been completed to date, HEI proposes the following scope items to complete the storm sewer and interior flood/retention analysis as part of the reconstruction of 52nd Ave South between 45th St and Sheyenne St. Due to Drain 27 bisecting the project, the scope for the flood protection review portion of the project will be split based on the areas on the west and east side of

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the drain. We have also included any assumptions that went into developing the scope and cost proposal.

HEI will provide storm sewer and inlet design for the proposed 52nd Ave reconstruction. Sizing will be based on the desired return period determined by the City of Fargo (City). Rational method will be used for initial sizing. The proposed storm sewer improvements will also be modeled in InfoSWMM to determine if the improvements impact the existing flood control features near Drain 27. The InfoSWMM analysis will be completed using the NRCS runoff method.

It is assumed that the City has and will provide the following current data for all areas to be analyzed: Existing Conditions DEM, attributed storm sewer shapefiles, impervious surface shapefiles, and current aerial imagery.

HEI will complete existing conditions hydrologic and hydraulic analysis of the watershed east of Drain 27 along the project corridor and contributing area. The extents of this analysis will be limited to areas that currently discharge to the 52nd Ave right of way, and through the existing outfall structures at Drain 27. The east watershed includes the existing storm water lift station #72 (LS 72) and its associated contributing area. The study will be conducted at a master-planning level of detail that is adequate to capture approximate flow rates and ponding levels in the project area for purposes of comparing to "with project" values. The study drainage boundary will be based on contributing area determined from current LiDAR information along with storm sewer data. Hydrologic parameters will be developed utilizing available impervious surface information, as well as current aerial imagery.

HEI will complete existing conditions hydrologic and hydraulic analysis of the watershed west of Drain 27 along the project corridor and contributing area. A comprehensive analysis of the existing Sheyenne River surface intake channel will not be completed, however discharges from the project area to this ditch may be analyzed under proposed conditions. The study will be conducted at a master-planning level of detail that is adequate to capture approximate flow rates and ponding levels in the project area for purposes of comparing to "with project" values. The study drainage boundary will be based on contributing area determined from current LiDAR information along with storm sewer data. Hydrologic parameters will be developed utilizing available impervious surface information, as well as current aerial imagery.

With project hydraulic and hydrologic analysis of the watershed east of Drain 27 will be completed to determine the impacts on existing flood control features due to the expected increase in peak runoff rates due to increases in impervious surface and loss of available storage due to conversion from rural to urban roadway section. Additionally, LS #72 will be evaluated for adequacy under with project conditions. The focus of this study will be an evaluation of conveyance of ag runoff contributing to the 52nd Ave corridor south of the roadway. The study will be conducted at a master-planning level of detail that is adequate to capture approximate flow rates and ponding levels in the project area for

Jeremy Gorden
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purposes of comparing to existing conditions values. This scope assumes that new improvements will be needed to existing pumping capacity by either upgrades to the existing LS #72, or by implementation of a new pump station. This will be completed by updating existing InfoSWMM models to reflect proposed conditions where possible.

With project hydraulic and hydrologic analysis of the watershed west of Drain 27 will be completed to determine the impacts on existing storm sewer and flood control/retention features due to the expected increase in peak runoff rates due to increases in impervious surface and loss of available storage due to conversion from rural to urban roadway section. It is assumed that runoff from this area will be conveyed to existing storm sewer facilities northwest of the Drain 27 crossing of 52nd Ave, and conveyance into the drain will be accomplished by existing infrastructure. The study will be conducted at a master-planning level of detail that is adequate to capture approximate flow rates and ponding levels in the project area and receiving storm sewer facilities for purposes of comparing to existing conditions values. This will be completed by updating existing InfoSWMM models to reflect proposed conditions where possible.

Pending the results of the analysis of the east of Drain 27 watershed, improvements may need to be made to the upstream watershed to maintain existing flood elevations and provide adequate conveyance to prevent flooding of the roadway and/or damage to adjacent properties during times when flooding impacts gravity drainage to Drain 27. If improvements are needed, up to 2 improvement alternatives will be evaluated at a concept level for review by the City. The final design of flood control improvements are not included in this scope or fee, and will require a separate negotiated scope and fee due to the unknown nature of the work that may be required.

It is assumed that the watershed west of Drain 27 will discharge to existing, drainage facilities and will not require any new retention or pumping facilities. The need for new facilities is dependent on the level of flood protection needed at the site, as well as the results of the watershed analysis. If improvements are needed to existing or new storm sewer facilities, up to 2 improvement alternatives will be evaluated at a concept level for review by the City. The final design of flood control improvements are not included in this scope or fee, and will require a separate negotiated scope and fee due to the unknown nature of the work that may be required.

An optional scope and fee is provided if the City decides to include a pedestrian underpass under 52nd Ave in the project area. HEI assumes additional hydrologic and hydraulic analysis will be required to provide drainage for this underpass. This scope assumes a lift station will be needed to remove stormwater runoff from the pedestrian underpass. This scope also assumes that the lift station will be a precast structure, with two pumps 20 hp or less, and emergency power supply (generator) will not be provided. This scope assumes that no structural or geotechnical analysis will need to be completed for the design. Electrical design will be completed for the pump station by a sub-consultant selected by HEI, and approved by the City.

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It is assumed that survey requirements will be limited to topographic data collection in the immediate vicinity of the project corridor. Any additional storm sewer information outside of the 52nd Ave corridor will be attributed from existing storm sewer models, City GIS, or as-built information.

6.0 Utility Coordination

6.1 Prepare Existing Utility Plans

HEI shall prepare plan and profile sheets identifying all existing utilities within the project corridor. Utility plans shall identify anticipated impacts due to the proposed project.

6.2 Determine Utility Impacts

HEI shall determine conflicts to the existing public and private utilities as a result of the proposed build alternative. HEI shall review utilities and minimize utility impacts during design where possible.

6.3 Coordination Meetings

HEI shall meet with utility owners to discuss impacts and coordinate the relocation of private utilities prior to construction. It is anticipated that the project will impact existing telephone, fiber optic, underground power, television and overhead power facilities. It is assumed two joint meetings between HEI, project sponsors, and utility companies within the corridor as well as one additional individual meeting with each affected utility company will be required.

7.0 Right-of-Way

7.1 Legal Survey

HEI shall gather additional property information as necessary for the completion of legal descriptions and exhibits for right-of-way acquisition. We assume one day of additional survey crew time will be required.

7.2 Prepare Exhibits for City of Fargo Acquisition

HEI shall prepare legal descriptions and Certificate of Survey exhibits for the acquisition of permanent and temporary right of way. This includes up to five permanent acquisition parcels and ten temporary construction easements. It is assumed acquisition will be completed by the City of Fargo.

8.0 Landscape Architecture – WSB

WSB will provide the following landscape architectural services for the 52nd Ave. project in

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Fargo, ND between Sheyenne Street South and 45th Street South.

The following scope of services is focused on planting design, which does not include the design of hardscape, lighting, and irrigation systems.

- 8.1 Landscape Concept Development
 - 8.1.1 Project meeting to discuss project goals and visit the site to review of the context of the corridor.
 - 8.1.2 Prepare 2 alternative concept plans that will explore different landscape arrangement opportunities / themes.
 - 8.1.3 Meeting to review concepts and collect feedback / preferences
 - 8.1.4 Refined development of 'preferred concept plan' based on feedback from client.
 - 8.1.5 Prepare a Conceptual Estimate of Probable Costs to construct the landscape improvements.

- 8.2 Landscape Final Design
Final landscaping plans will be based on the 'preferred concept plan' from Task 8.1.

- 8.2.1 Design Plans:
 - 8.2.1.1 Estimated Quantities
 - 8.2.1.2 Landscape Plan
 - 8.2.1.3 Landscape Details
- 8.2.2 Provide design progress submittals at 30%, 90%, 100%
- 8.2.3 Prepare technical specifications based on City of Fargo's standards
- 8.2.4 Prepare Final Estimate of Probable Construction Costs to construct the landscape improvements based on the quantities generated as part of the preparation of the construction plans.
- 8.2.5 Bidding assistance: answering bidders question and preparing and issuing addendums as related to landscape design elements.
- 8.2.6 Attend 2 review meetings

9.0 Permitting

9.1 Permit Applications

HEI shall complete permit applications for City of Fargo submittal. Anticipated permits include USACE 404 Permit, Floodplain permit and sovereign lands permit.

10.0 Public Relations

10.1 Landowner Coordination

HEI will hold charrettes for individual subdivisions and business owners to discuss any access modifications, construction phasing, and temporary traffic control impacts during

Jeremy Gorden
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plan preparation to minimize conflicts during construction. Up to ten individual design charrettes will be held throughout the design and plan preparation phase.

11.0 Construction Support

11.1 Construction Support

HEI shall be available during the construction of the project for the review of shop drawings and interpretation and clarification of plans and specifications. Construction administration and observation are not included in this scope of work. We do anticipate that revisions to traffic control and phasing will likely be required during construction since this is a 2-year construction project. Since the construction administration may be done by others, we have included time in our fee to assist with those revisions during the construction of the project. Review of shop drawings for railings, beams, etc. for the 3 potential bridges has also been included.

12.0 QA/QC

12.1 QA/QC

HEI shall perform Quality Assurance/Quality Control on all documents prior to submittal per the Quality Management Plan (QMP). This applies to, but is not limited to, all deliverables and tasks outlined in this scope.

WSB will coordinate with HEI to establish quality procedures for the project. WSB will conduct a quality review of the final construction plans at the 30%, 90%, and 100% stages. The 30% plan review will consist of reviewing horizontal and vertical alignments, geometric design, cross-sections and construction limits. The 30% review would also include a review of roundabout and/or R-CUT geometry. The 90% review will include review of design calculations, performance checks (roundabout), quantities, cross-sections, plan references and other plan items. The 100% review will include a review of all comments and final revisions, including a back check.

Cost Proposal Form

Improvement District No: MS-17-A0

Type: Street Reconstruction

Location: 52nd Avenue South, 45th Street – Sheyenne Street

Cost Proposals shall be based on a fixed fee lump sum and payment will be based on actual hourly rates. Attach basic fee structure and hourly rates for staff included on project.


Category	Lump Sum Fee
1.0 Project Administration	
Project Coordination	\$24,040
Internal Project Development and Staff Meetings	\$25,872
Plan Review Meetings	\$10,128
Progress Documentation	\$4,272
Subtotal	\$64,312
2.0 Roadway Design	
Final Design/Geometrics	\$14,080
Cross Sections and Earthwork	\$8,048
Paving Layouts/Jointing	\$9,080
Storm Sewer Plan and Profile	\$4,572
Erosion and Sediment Control	\$5,348
Quantities and Estimate of Probable Construction Cost	\$8,440
Develop Special Instructions to Bidders	\$1,986
Plan Preparation (cover sheet, details, typical sections, etc.)	\$32,956
Subtotal	\$84,510
3.0 Structural Design	
Cass County Drain 27 Structure	
Preliminary Design	\$14,768
Final Design	\$36,594
Sheyenne River Structure	
Preliminary Design	\$15,858
Final Design	\$35,810
Geotechnical Borings and Analysis (Terracon)	\$9,500
Lift Station and Pedestrian Tunnel Design	\$6,464
Subtotal	\$118,984

4.0 Traffic Engineering	
Traffic Signal Design	\$40,620
Temporary Traffic Signal Design	\$9,394
Pavement Marking Design	\$9,024
Permanent Signing (WSB)	\$13,862
Lighting (WSB)	\$14,184
Temporary Traffic Control and Phasing	\$25,360
Subtotal	\$112,444
5.0 Hydraulics/Hydrology	
Structure Hydraulics	\$9,250
Storm Sewer	
Coordination with City of Fargo	\$2,736
Storm Sewer Inlet Design (45th to Sheyenne)	\$24,988
East Drain #27 – existing conditions watershed analysis and flood control review	\$3,512
East Drain #27 – with project watershed analysis and flood control review	\$3,512
East Drain #27 – preliminary watershed improvement alternative review	\$2,732
West Drain #27 Watershed – existing conditions watershed analysis and flood control review	\$3,578
West Drain #27 Watershed – with project watershed analysis and flood control review	\$3,578
West Drain #27 Watershed – watershed improvement alternative review	\$2,732
Pedestrian Underpass – Pump Station Design (OPTIONAL)	\$15,004
Subtotal	\$71,622
6.0 Utility Coordination	
Prepare plans showing all known public and private utilities within construction limits	\$2,920
Determine potential public and private utility impacts and reconstruction and present the City with alternatives to mitigating impacts	\$4,682
Coordination meetings with private utility companies once conceptual layouts have been determined	\$6,624
Subtotal	\$14,226

7.0 Right-of-Way	
Legal Survey	\$3,442
Prepare Exhibits for City of Fargo Acquisition	\$14,240
Subtotal	\$17,682
8.0 Landscape Architecture	
Landscape Concept Development	
Meeting (includes prep and follow up)	\$1,560
Develop 2 Alternative Concepts	\$5,120
Review Meeting (includes prep and follow up)	\$1,560
Preferred Concept	\$2,628
Concept Cost Estimate	\$1,171
Landscape Final Design	
Design Plans	\$21,098
3 Progress Submittals	\$2,628
Specifications	\$3,935
Final Cost Estimate	\$3,878
Bidding Assistance	\$2,740
2 Design Review Meetings (includes prep and follow up)	\$3,120
Subtotal	\$49,438
9.0 Permitting	
Permit Applications	\$3,934
Subtotal	\$3,934
10.0 Public Relations	
Meet with private landowners to discuss impacts to properties	\$12,480
Subtotal	\$12,480
11.0 Construction Support	
Support during bidding and construction	\$14,792
Subtotal	\$14,792

12.0 QA/QC	
Project Management	\$392
Roadway Design/Roundabout or R-Cut Geometrics Review	\$21,324
Structural Design	\$3,136
Traffic Engineering	\$3,756
Hydraulics and Hydrology	\$712
Utility Coordination	\$1,620
Right-of-Way	\$1,104
Public Relations	\$392
Subtotal	\$32,436
Total Cost	\$596,860
Estimated Construction Cost	\$18,000,000
Percentage of Construction	3.32%

Firm: Houston Engineering, Inc.

Approved:  Vice President 1-3-2018
 Jeremy McLaughlin, MBA, PE Title Date

Authorization:

Client: City of Fargo

Signature: _____

Timothy J. Mahoney

Title: _____

Mayor

Date: _____

Client: City of Fargo

Signature: _____

Steve Sprague

Title: _____

City Auditor

Date: _____

Proposal: Houston Engineering, Inc.

Signature: _____

Title: _____

VP

Date: _____

1/10/18

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(23)

Improvement District No. BR-18-C1 Type: Road Construction Incentive

Location: 13th Ave S – 45th Street to 9th St (in WF) Date of Hearing: 1/8/2018

<u>Routing</u>	<u>Date</u>
City Commission	<u>1/16/2018</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Baker</u>

The Committee reviewed communication from Transportation Division Engineer, Jeremy Gorden, regarding a potential contract incentive to the prime contractor for early completion for this project. This project is on 13th Ave S between 45th Street and 9th Street in West Fargo, and it is a joint project with West Fargo. Staff plans on creating the Special Assessment District at the January 29th City Commission Meeting, and opening bids on March 7th. The project has a tentative substantial completion date of October 19th, with a final completion date of November 16th.

West Fargo staff has indicated that they prefer not to incentivize the project with West Fargo funds. Discussion centered around whether Fargo should include an incentive clause in the contract and members identified three (3) options to move forward, all being funded with Fargo Street Sales Tax funds: 1) Based on a contract value of \$10-12M, include an incentive of \$10k/day for early completion capped at a 30-day max, 2) Based on same contract value, include an incentive of \$5k/day capped at a 30-day max, or 3) No incentive.

On a motion by Bruce Grubb, seconded by Nicole Crutchfield, the Committee voted to forward these three options to the City Commission for discussion and allow the Commissioners to select a preferred option for an incentive for this project.

RECOMMENDED MOTION

Select a preferred 'Contract Incentive' for the 13th Avenue S street reconstruction project based on three options forwarded by PWPEC.

PROJECT FINANCING INFORMATION:


Recommended source of funding for project: Infrastructure Sales Tax Funds

	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	<u> </u>
Agreement for payment of specials required of developer	<u>N/A</u>	<u> </u>
Letter of Credit required (per policy approved 5-28-13)	<u>N/A</u>	<u> </u>

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u> <input checked="" type="checkbox"/> </u>
Tim Mahoney, Mayor	<u> <input type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	
Nicole Crutchfield, Director of Planning	<u> <input checked="" type="checkbox"/> </u>	<u> <input checked="" type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	
Steve Dirksen, Fire Chief	<u> <input checked="" type="checkbox"/> </u>	<u> <input checked="" type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	
Mark Bittner, Director of Engineering	<u> <input checked="" type="checkbox"/> </u>	<u> <input checked="" type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	
Bruce Grubb, City Administrator	<u> <input checked="" type="checkbox"/> </u>	<u> <input checked="" type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	
Ben Dow, Director of Operations	<u> <input checked="" type="checkbox"/> </u>	<u> <input checked="" type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	
Steve Sprague, City Auditor	<u> <input checked="" type="checkbox"/> </u>	<u> <input checked="" type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	
City Engineer	<u> <input checked="" type="checkbox"/> </u>	<u> <input checked="" type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	<u> Brenda Derrig </u>
Kent Costin, Finance Director	<u> <input checked="" type="checkbox"/> </u>	<u> <input checked="" type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	

ATTEST:


 Brenda Derrig, PE
 Division Engineer

C: Kristi Olson

200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

January 3, 2018

To: Members of PWPEC
From: Jason Baker, Project Engineer *JMB*
Subject: Incentive/Disincentive for Improvement District No. BR-18-C1

In keeping with our commitment to make recommendations regarding incentives/disincentives for projects that impact arterial roadways, I am forwarding the following project recommendation for your consideration.

The project in question is a joint project between the cities of West Fargo and Fargo on 13th Avenue South Between 45th Street and 9th Street East in West Fargo. 13th Avenue will be reconstructed with new water main, storm sewer, pavement and traffic signals.

This project is scheduled for a bid opening of March 7, 2018 with a substantial completion date of October 29th, 2018 and a final completion date of November 16th, 2018. One lane of travel for both directions on 13th Avenue is required to remain open through the duration of the project.

Due to this being a joint project between West Fargo and Fargo and that West Fargo has no plans to include an incentive, there will not be an incentive in place for BR-18-C1. There will be penalties associated with how long each intersection may be closed as well as a completion date that will be subject to liquidated damages per the contract.

Recommended Motion:

Approve not including an incentive as part of Improvement District #BR-18-C1, which is construction on 13th Avenue South from 45th Street to 9th Street East (West Fargo).

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REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PR-18-E1 Type: Midcontinent Communications Reimbursement Agreement
 Location: Citywide Date of Hearing: 1/8/2018

<u>Routing</u>	<u>Date</u>
City Commission	<u>1/16/2018</u>
PWPEC File	<u>X</u>
Project File	<u>Brenda Derrig</u>

The Committee reviewed a request from Brenda Derrig to have the City add the patching of asphalt alleys affected by the Midcontinent Buildout to the annual seal coating project as Midcontinent doesn't have the expertise to manage the project. The City would be able to assure compliance to our City Specifications.

On a motion by Ben Dow, seconded by Bruce Grubb, the Committee voted to recommend approval of the agreement.

RECOMMENDED MOTION

Approve the reimbursement agreement with Midcontinent Communications for seal coating asphalt alleys patched during the buildout.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A


	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	<u> </u>
Agreement for payment of specials required of developer	<u>N/A</u>	<u> </u>
Letter of Credit required (per policy approved 5-28-13)	<u>N/A</u>	<u> </u>

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Tim Mahoney, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Mark Bittner, Director of Engineering	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brenda Derrig
Kent Costin, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


 Brenda E. Derrig, P.E.
 Division Engineer



Memorandum

To: Members of PWPEC
From: Brenda Derrig, Division Engineer *BD*
Date: January 3, 2018
Re: City Reimbursement Agreement for Midcontinent Communications for the Seal Coating of Asphalt Alleys Impacted by the Buildout.

Background:

During the Midcontinent buildout, they requested to cut and patch the asphalt alleys. Since alleys are completely special assessed, Midco agreed to seal coat the alley after it was patched. Subsequently, Midco approached the City and asked if we would be willing to add this to our annual seal coating project, as they do not have the expertise to manage this. Staff is willing to add this to our project, as we will be able to assure compliance to our City Specifications.

Attached is a reimbursement agreement with Midcontinent for the City to manage the seal coating of the asphalt alleys.

Recommended Motion:

Approve the reimbursement agreement with Midcontinent for seal coating asphalt alleys patched during the buildout.

BED/jmg
Attachment

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective this 20th day of December 2017 by and between Midcontinent Communications Investor, LLC, a South Dakota limited liability company ("Midco") and City of Fargo, a North Dakota municipal corporation, ("Fargo" or "City") (collectively "Parties").

WITNESSETH:

WHEREAS, Midco is a franchised entity with the city of Fargo with commensurate permissions for the use of the public right of way to install the franchise related facilities in the PROW, subject to Fargo review and approval; and

WHEREAS, Midco, with Fargo's permission, installed facilities in Fargo alley rights of way, and has replaced the asphalt as agreed; and

WHEREAS, at the time of agreement, Midco was tasked with and agreed to seal coat the alley ways impacted by the installation of their facilities, and

WHEREAS, Midco has requested that Fargo undertake the seal coat Work on its behalf, and

WHEREAS, Fargo will agree to undertake the seal coat Work as identified on the spreadsheet attached hereto as Exhibit A:

WHEREAS, the Fargo Public Works Evaluation Committee recommends approval of Midco's request to reimburse Fargo for all costs associated with seal coating the alley ways, including but not limited to design, administration, legal, and construction costs ("Costs"); and

WHEREAS, Midco agrees to reimburse Fargo for all such costs associated with the Work in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, Fargo agrees to perform the Work, subject to the following terms and conditions:

1. **Scope of Work.**

Midco agrees that the scope of Work described in Exhibit "A" to this Agreement reflects the Work requested of Fargo. The Work shall be completed at City's discretion.

2. **Costs of Work for Accommodation.**

2.1 **Deposit and Periodic Payments.** Midco shall provide to Fargo a deposit in the amount of \$55,376 as an advance to cover Fargo's estimated cost of the Work. Such estimate

will not limit Midco's obligation for the total Work-related costs and expenses finally incurred hereunder.

2.2 **Reimbursement of the City.** Upon completion of the construction and close-out of the Work, City will present a statement to Midco for the final costs of the seal coat Work identified on Exhibit "A". To determine the amount due from Midco, the City will calculate its actual costs for construction of the Work, and the City will add 11% to reimburse the City for its costs regarding engineering, development, design, administration, and project close-out. Within 30 days of its receipt of the City's statement, Midco will reimburse the City for costs incurred by the City regarding the Work; if Midco fails to reimburse the City within 30 days of Midco's receipt of the City's final statement, Midco will pay the City's current bond interest rate plus one percent on amounts due until Midco remits payments. If the final accounting reflects that the sum of the advances deposited by Midco exceeds the total cost for the Work, Fargo will refund such excess with the final accounting invoice. If the final accounting reflects that the sum of the advances deposited by Midco is less than the total cost for the Work, then Fargo shall send Midco an invoice for the balance due and Midco shall pay Fargo for such balance due within thirty (30) days after receipt.

5. **Force Majeure and Damages.**

Fargo shall not be liable for any losses or damages due to delay or failure to perform its obligations in this Agreement if such delay or failure is caused (a) by events or circumstances that are beyond its reasonable control or (b) by events or circumstance that make performance impossible or impracticable. Such events or circumstances include, without limitation, acts of God, acts of war, riots, strikes, lockouts, acts of landowners, acts of government in sovereign or contractual capacity, shortages of or delays in delivery of necessary supplies or materials, accident, fire, water damages, flood, earthquake, tornado or any other natural catastrophes.

Fargo shall not be responsible for any consequential damages or delays if for any reason the Work is not completed in a time frame requested and proposed by Midco. Fargo agrees it shall take all reasonable steps and efforts to complete the Work in a timely manner.

6. **Miscellaneous.**

6.1 Nothing in this Agreement reflects or shall be deemed to constitute any release, relinquishment, abandonment, modification or subordination of any right, title or interest Fargo may have in the above-described land or the above-described PROW.

6.2 This Agreement, including its exhibits, constitutes the entire agreement of the Parties with respect to the subject matter hereof, replacing and superseding all oral and/or written prior discussions, representations and agreements.

6.3 If any term or other provision of this Agreement is deemed invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall remain in full force and effect. Upon such determination, the Parties shall negotiate in good faith to modify this Agreement so as to give effect the original

intent of the parties, as closely as possible and in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

6.4 This Agreement shall not be amended or modified in any manner, including the conduct of the Parties, except in writing and duly signed by the Parties hereto.

6.5 The paragraph headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

6.6 This Agreement was fully-negotiated by the Parties, with each having been afforded the right to legal counsel, and shall be deemed to have been drafted by both of the Parties.

6.7 Midco may not assign this Agreement without the prior written consent of Fargo. Any such attempted assignment in conflict with the previous sentence shall be void. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

6.8 This Agreement shall be governed by and enforced in accordance with the laws of the State of North Dakota.

6.9 The following exhibits are attached to and incorporated in this Agreement:

Exhibit "A" - Description of the Work

SEE MIDCO ALLEY RESTORATION MAPS

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

MIDCONTINENT COMMUNICATIONS
By: MIDCONTINENT COMMUNICATIONS
INVESTOR, LLC, Its Managing Partner

NAME: ERIN HAYES

By: Erin Hayes

Its: Director of Corporate Construction

Midcontinent Communications
Investor, LLC Managing Partner of
Midcontinent Communications

City of Fargo, a North Dakota municipal corporation

Timothy J. Mahoney, Mayor

Attest:

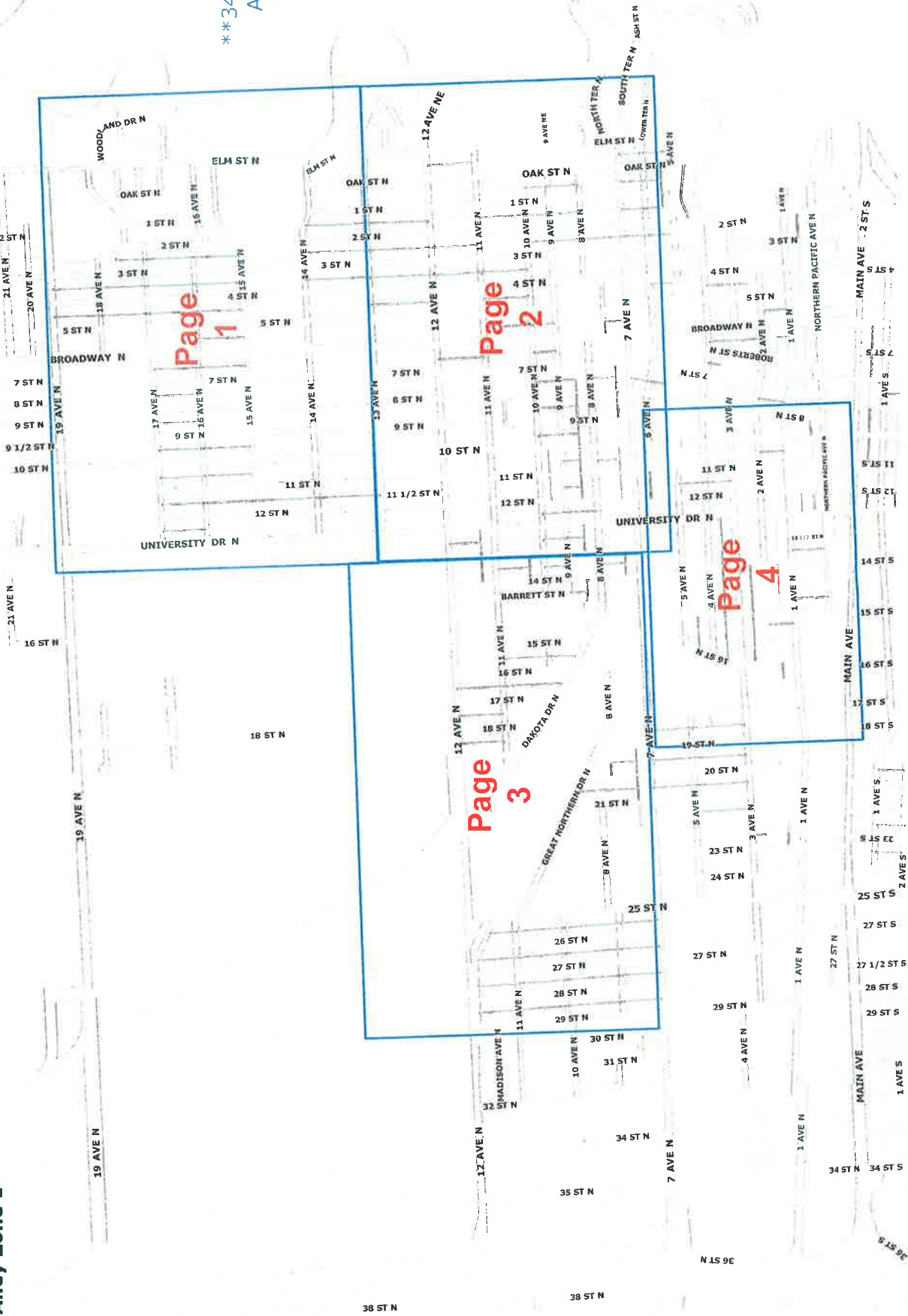
Steven Sprague, Auditor

**34 Proposed Asphalt
Alley Repairs for
Sealcoating

PAVEMENT	
	Asphalt
	Composite
	Concrete
	Gravel

Midco Alley Restoration Map - 2016 Season

Alley Zone 1



**** 2016 - No Work**

Alley Zone 1

PAVEMENT

- Asphalt
- Composite
- Concrete
- Gravel



**** 2016 - No Work**

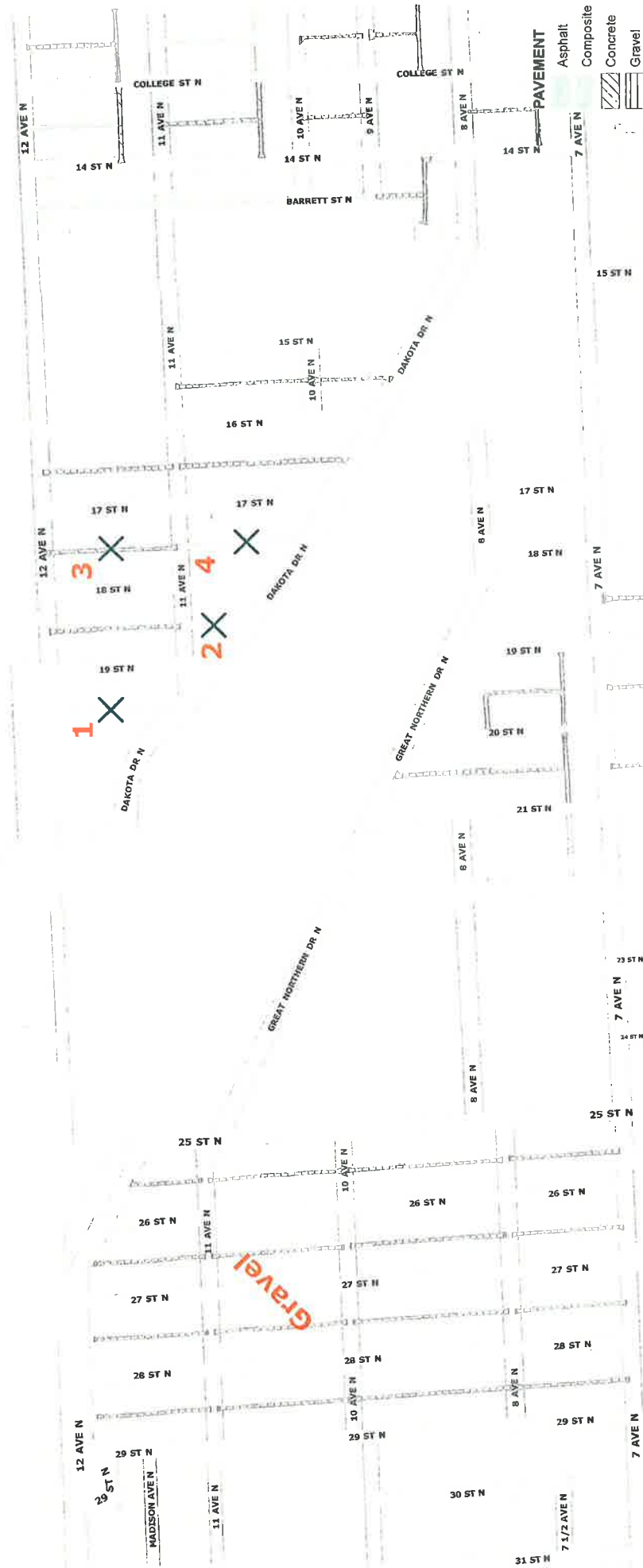
PAVEMENT

- Asphalt
- Composite
- Concrete
- Gravel

Alley Zone 1



18 ST N



Alley Zone 1



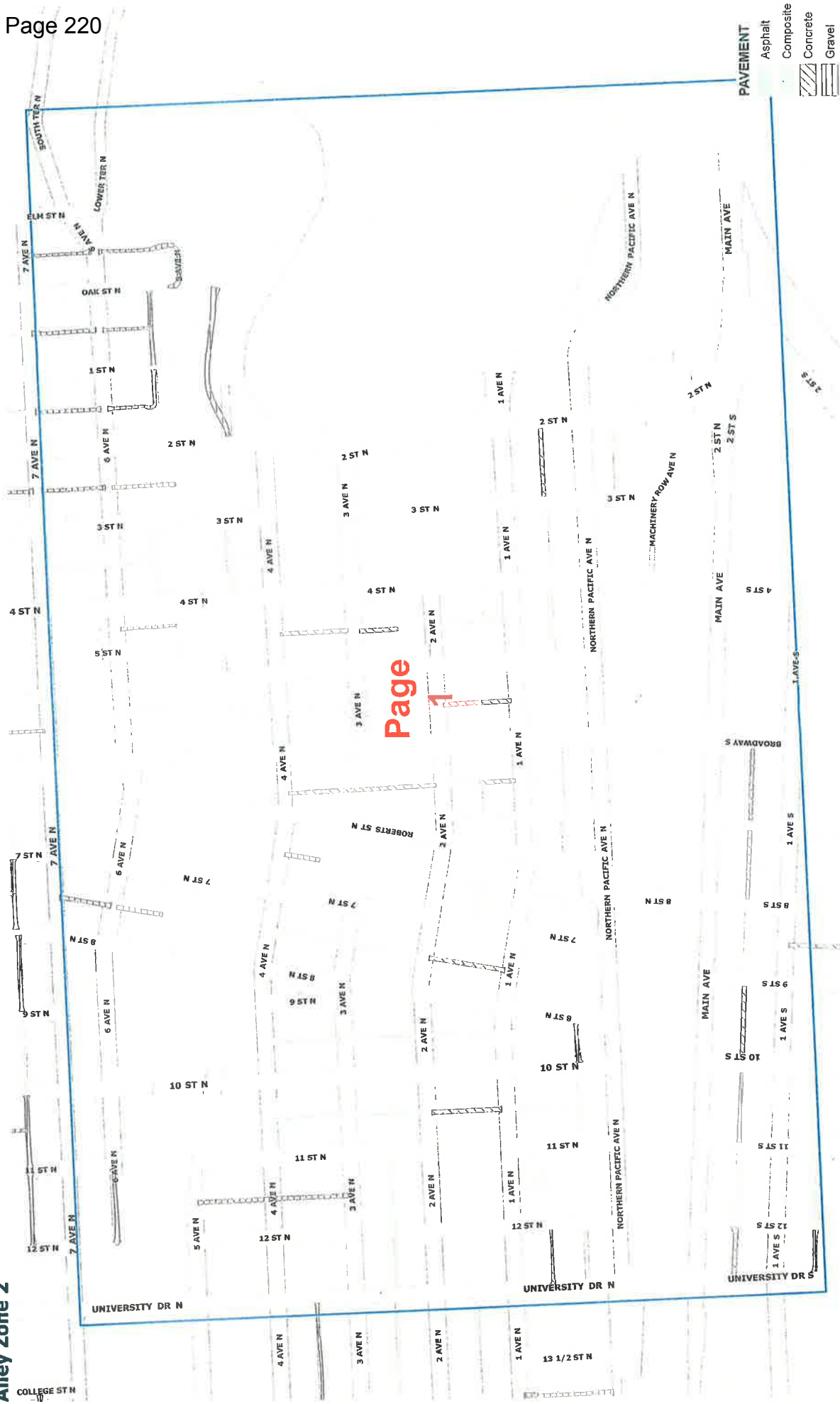
PAVEMENT

Asphalt	[Symbol]
Composite	[Symbol]
Concrete	[Symbol]
Gravel	[Symbol]

Alley Zone 2

PAVEMENT

- Asphalt
- Composite
- Concrete
- Gravel



Alley Zone 2

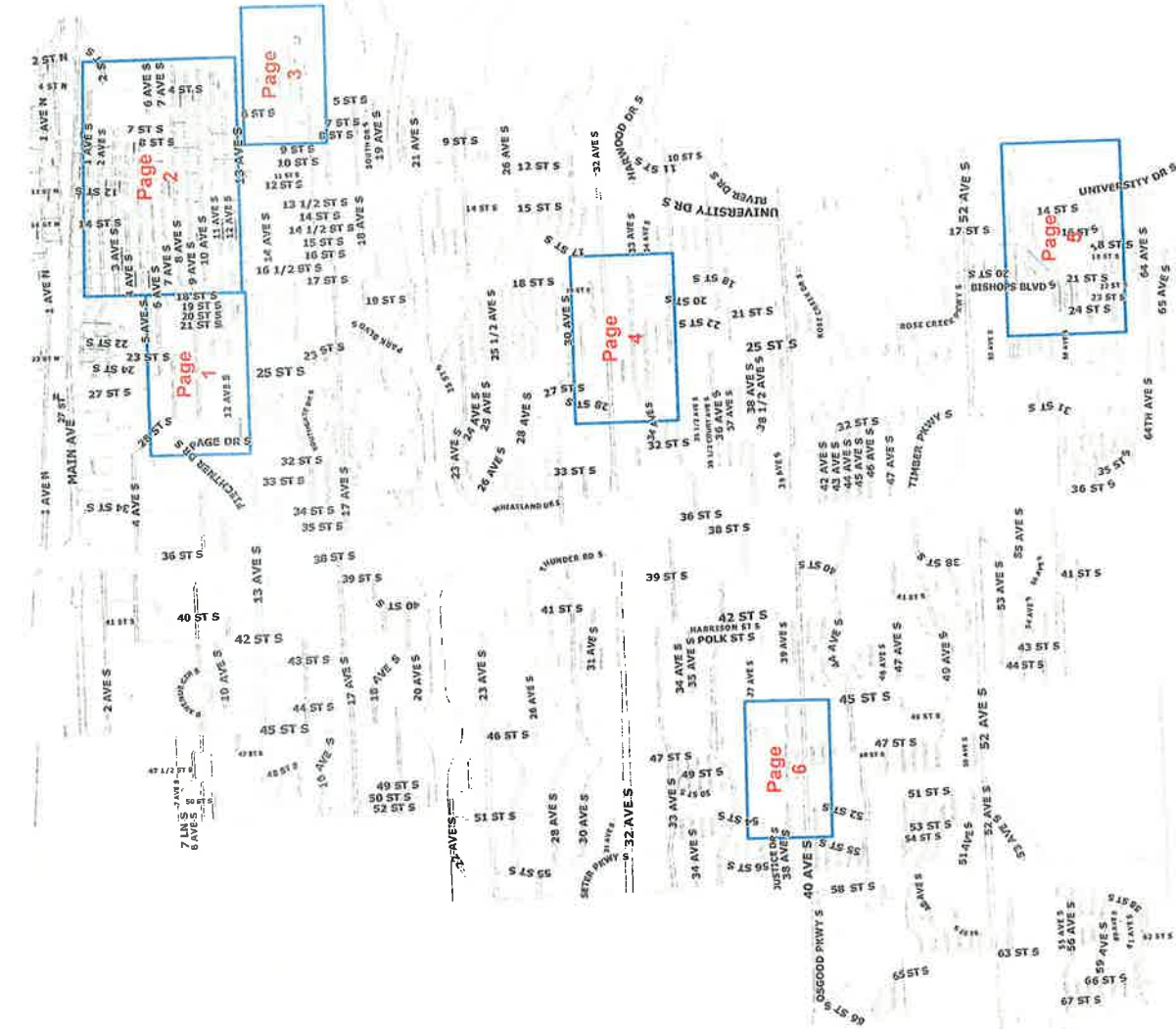
PAVEMENT

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Concrete	[Symbol]
Gravel	[Symbol]



PAVEMENT

- Asphalt
- Composite
- Concrete
- Gravel

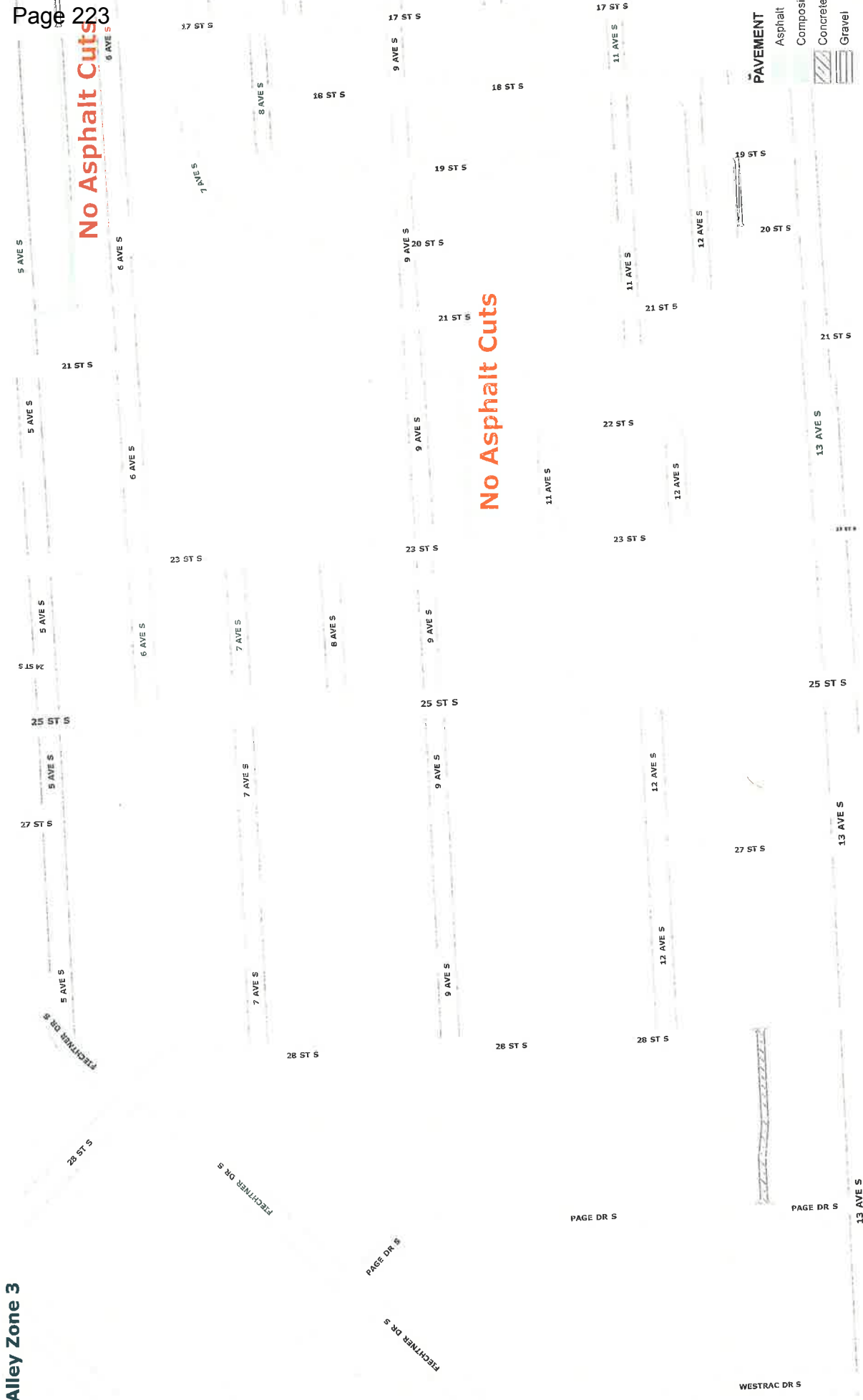


No Asphalt Cuts

No Asphalt Cuts

PAVEMENT

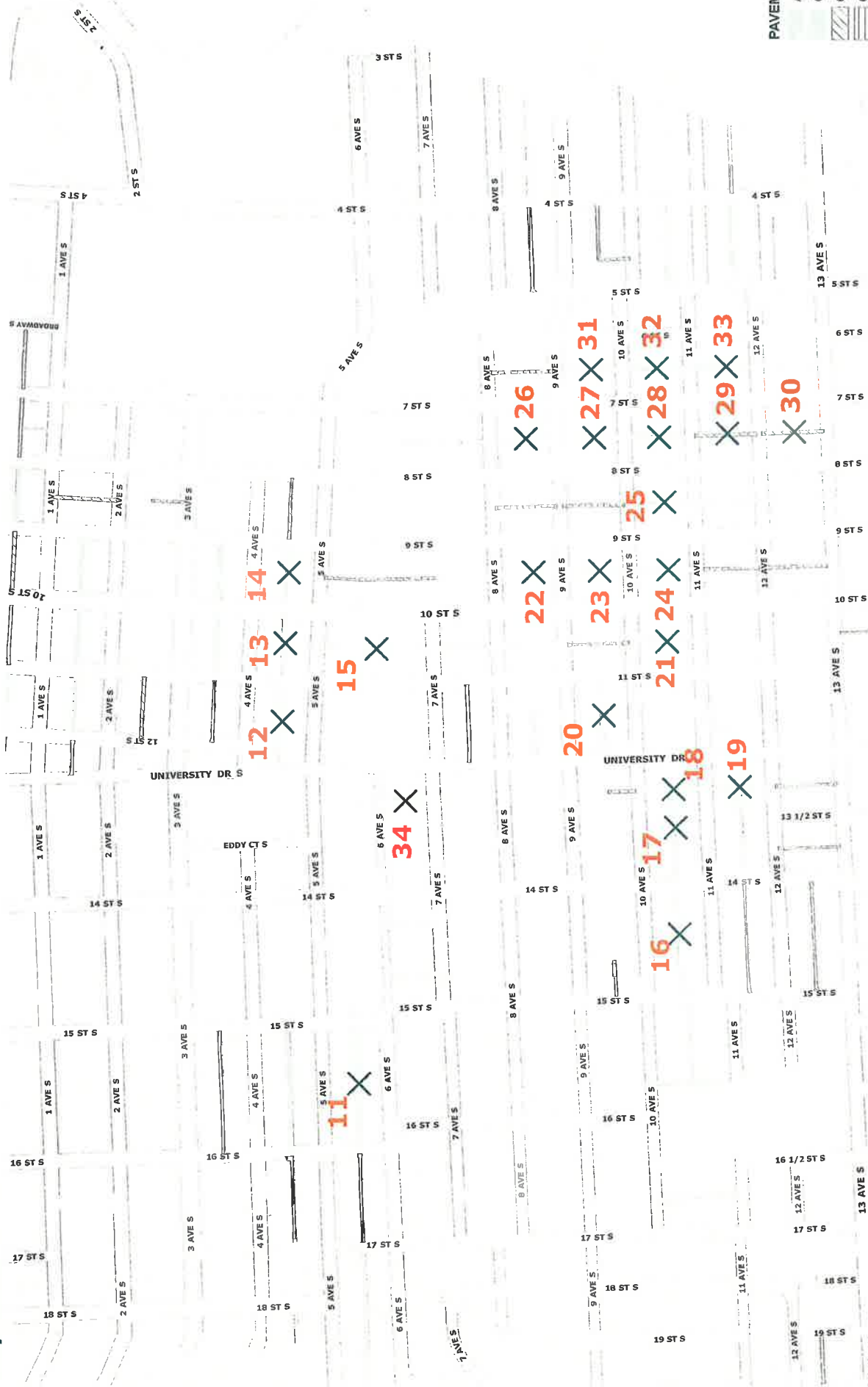
- Asphalt
- Composite
- Concrete
- Gravel



Alley Zone 3

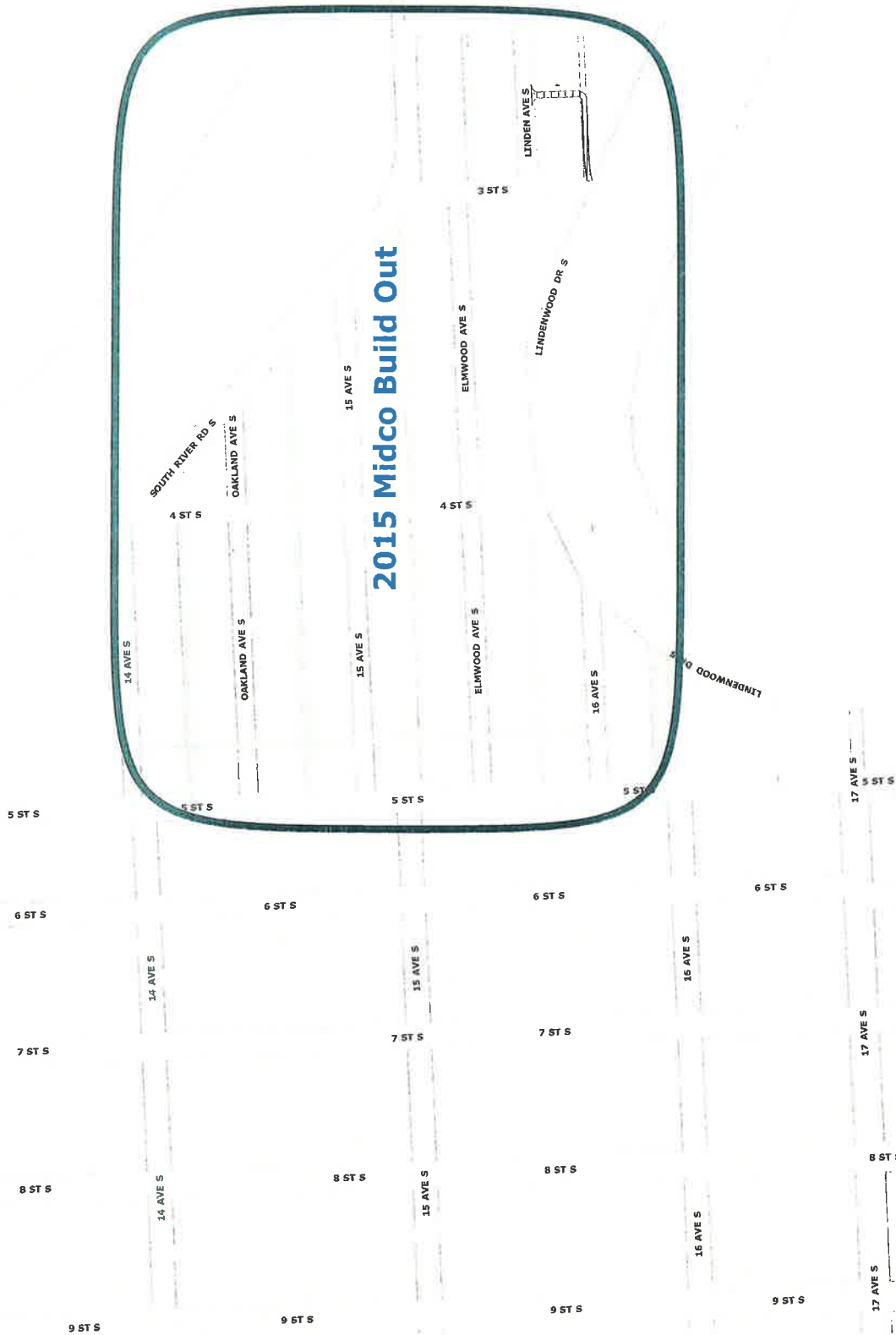
PAVEMENT

- Asphalt
- Composite
- Concrete
- Gravel



PAVEMENT

- Asphalt
- Composite
- Concrete
- Gravel



Alley Zone 3



PAVEMENT	
	Asphalt
	Composite
	Concrete
	Gravel

**** 2016 - No Work**

Alley Zone 3




27 AVE S

45 ST S

PAVEMENT

- Asphalt
- Composite
- Concrete
- Gravel



45 ST S

DOROTHEA CT S

38 AVE S

40 AVE S

VILLAGE LN S

38 AVE S

38 AVE S

40 AVE S

47 ST S

47 ST S

NORMAN CT S

NORMAN CT S

DOROTHEA CT S

48 ST S

39 AVE S

TOWNSITE PL S

38 AVE S

39 AVE S

**** 2016 - No Work**

50 ST S

40 AVE S

51 ST S

38 AVE S

FARMSTEAD CT S

52 ST S

53 ST S

54 ST S

Alley Zone 3

VALLEY VIEW DR S

54 ST S

37 AVE S

JUSTICE DR S

38 AVE S

40 AVE S

54 ST S

FARMSTEAD CT S

55 ST S

CRIMSON LOOP S

55 ST S