

FARGO CITY COMMISSION AGENDA  
Monday, June 18, 2018 - 5:00 p.m.

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at [www.FargoND.gov/streaming](http://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](http://www.FargoND.gov/citycommission).

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, June 4, 2018).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

1. Waive requirement to receive and file an Ordinance one week prior to 1st reading and 1st reading of the following Ordinances:
  - a. Amending Sections 18-0304, 18-0308 and Enacting Section 18-0318 of Article 18-03 of Chapter 18 of the Fargo Municipal Code Relating to Use and Care of Streets and Sidewalks.
  - b. Amending Sections 13-0301, 13-0302, 13-0303, 13-0304 and 13-0305 of Article 13-03, and Section 13-0401 of Article 13-04 of Chapter 13 of the Fargo Municipal Code Relating to the Control and Regulation of Food Service Establishments.
2. 2nd reading and final adoption of the following Ordinances; 1st reading, 6/4/18:
  - a. Amending Sections 25-3001, 25-3002 and 25-3006, and Repealing Sections 25-3003 and 25-3004 of Article 25-30 of Chapter 25 of the Fargo Municipal Code Relating to Alarm Systems.
  - b. Rezoning a Certain Parcel of Land Lying in Valley View 4th Addition.
  - c. Rezoning Certain Parcels of Land Lying in Ohmer's Addition.
  - d. Repealing and Re-Establishing a Conditional Overlay District on Certain Parcels of Land Lying in Simonson First Addition.
3. Appointment of William Wischer as a City Prosecutor and as an Assistant City Attorney.
4. Receive and file General Fund – Budget to Actual through May 31, 2018 (unaudited).
5. Renewal of Alcoholic Beverage Licenses and Live Entertainment Licenses until June 30, 2019, contingent on all essential requirements for renewal being met by June 30, 2018.
6. Site Authorization for Sts. Anne & Joachim Catholic Church at Sts. Anne & Joachim Catholic Church.
7. Applications for Games of Chance:
  - a. FM AM Rotary Club for a sports pool from 9/10/18 to 2/3/19.
  - b. Fargo Moorhead Derby Girls for a raffle on 7/14/18.
  - c. Jefferson School for a raffle on 6/28/18.

- d. El Zagal Shriner – Provost Guard for a raffle on 9/6/18.
  - e. Fargo North H.S. for a calendar raffle from 8/23/18 to 5/25/18.
  - f. Fargo North H.S. for a calendar raffle from 8/23/18 to 5/25/18.
  - g. Steve Weidner FM Junior Tour for a calendar raffle from 7/1/18 to 6/30/19.
  - h. Villa Nazareth dba CHI Friendship for a raffle on 11/2/18.
8. Purchase of Service Agreements with Mapleton School District and Northern Cass School District for nursing services for the 2018-2019 school years.
  9. Financial Award from the ND Department of Commerce for an Emergency Solutions Grant to support housing relocation/stabilization at the Gladys Ray Homeless Shelter (CFDA #14.231).
  10. Three-year contract with Great Plains Fire Equipment for structural firefighting turnout gear (RFP18162).
  11. Library Board President Rachael Steenholdt as the designated representative of the City's governing body on the Library Board and future Library Board President's as the designated representatives of the City's governing body.
  12. Change Orders for the City Hall Project:
    - a. No. 15 for an increase of \$491.00 for the mechanical construction contract.
    - b. No. 14 for an increase of \$47,753.43 for the electrical construction contract.
    - c. No. 15 for an increase of \$2,299.98 for the electrical construction contract.
  13. Adopt Resolutions Approving the following Plats:
    - a. Timber Parkway 3rd Addition.
    - b. Maple Valley Fourth Addition.
  14. State Historical Society CLG (Certified Local Government) Agreement for National Park Service's Historic Preservation Grant Funds 2018.
  15. 90-Minute Parking Time Zone on the west side of 3rd Street North between NP Avenue and Machinery Row Avenue.
  16. Solid Waste Management Agreement for Private Haulers in the City of Fargo with Pioneer Roll-Offs effective June 19, 2018.
  17. Transit Department to apply for the grants as presented.
  18. Contract Amendment No. 5 with Houston Engineering, Inc. in the amount of \$292,200.00 for Project No. FM-14-13.
  19. Reallocation of Storm Sewer Capital Funds for up-coming lift station repair projects and direct Engineering to solicit Consultants through the use of the MSA.
  20. Revision of the 2018 Capital Improvement Plan to include Project No. SN-18-C1 and Task Order No. 15 with Houston Engineering, Inc.
  21. Bid advertisement for Project No. SN-18-C.
  22. Contract and bond for Project No. FM-15-K1.
  23. Bills.

24. Access Easement (Bike Trail) with Cass Rural Water Users District in association with Improvement District No. FM-17-C1.
25. License Agreement and Contract and Grant of Easement with the United States of America, Department of Energy, Western Area Power Administration in association with Improvement District No. FM-17-C1.
26. Request from Master Construction Company, Inc. to complete work on Sundays and after hours for Improvement District No. BN-17-A1.
27. Request from Master Construction Company, Inc. to complete work on Sundays and after hours for Improvement District No. BR-18-C1.
28. Creation of Improvement District No. BN-18-F and use of the MSA for design contingent upon the Developer Agreement for reimbursement.
29. Infrastructure request contingent upon the execution of the Special Assessment Security Agreement and Letter of Credit (Improvement District No. BN-18-K1).
30. Create Improvement District Nos. BN-18-F and BN-18-K.
31. Contract and bond for Improvement District No. NR-18-A1.

**REGULAR AGENDA:**

32. 2nd reading and final adoption of an Ordinance Amending Section 25-1506, 25-1507, 25-1508 and 25-1509.1, of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Alcoholic Beverages.
33. Public Hearings - 5:15 pm:
  - a. Amendment to the 2017 Action Plan for Housing and Community Development to reflect a change in scope and location of the Fraser Ltd. project at 2726 18th Street South.
  - b. Annexation of property located in the Southeast Quarter in Section 11, Township 138 North, Range 49 West containing 35.22 acres more or less.
    1. 1st reading of annexation Ordinance.
  - c. Madelyn's Meadows Addition (7269 25th Street South); approval recommended by the Planning Commission on 5/1/18:
    1. Zoning Change from AG, Agricultural to SR-4, Single-Dwelling Residential and P/I, Public and Institutional with a C-O, Conditional Overlay.
    2. 1st reading of rezoning Ordinance.
    3. Plat of Madelyn's Meadows Addition.
  - d. Special Assessment list for Water Main Replacement, Force Main Construction, Street Reconstruction Improvement District No. BR-16-B; continued from 10/9/17, 10/23/17 and 5/21/18 Regular Meetings.
  - e. Special Assessment lists for the following Improvement Districts, all having been approved by the Special Assessment Commission on 5/2/18; set the interest rate at 1% per annum over the net rate on bonds financing said projects:
    1. Alley Paving Improvement District No. AN-17-C.

2. Alley Paving Improvement District No. AN-17-E.
3. Relocate Utilities Improvement District No. BN-15-M.
4. Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Concrete Curb and Gutter, Asphalt Paving and Street Lights Improvement District No. BN-16-G.
5. Sanitary Sewer, Water Main, Storm Sewer, Asphalt Paving and Street Lights Improvement District No. BN-16-J.
6. Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Concrete Curb and Gutter, Asphalt Paving and Street Lights Improvement District No. BN-16-K.
7. Sanitary Sewer, Water Main, Storm Sewer, Asphalt Paving and Street Lights Improvement District No. BN-17-F.
8. Water Main Replacement, Force Main, Street Reconstruction Improvement District No. BR-16-A.
9. Street Reconstruction, Railroad Crossing Surface Replacement Improvement District No. BR-17-E.
10. Storm Sewer Lift Station, Storm Sewer Improvement District No. NN-14-0.
11. Storm Sewer Lift Station, Storm Sewer Improvement District No. NN-14-2.
12. Storm Sewer Lift Station Improvement District No. NN-15-A.
13. Storm Sewer Lift Station 48 Expansion, Sewer Service Improvements Improvement District No. NR-16-A.
14. Sanitary Sewer, Water Main, Storm Sewer, P.C. Concrete Paving, Street Lights Improvement District No. PN-14-4.
15. Concrete Curb and Gutter, Asphalt Paving, Street Lights Improvement District No. PN-15-J.
16. Asphalt Wearing Course Improvement District No. PN-17-A.
17. Seal Coat Improvement District No. PR-17-G.
18. Traffic Signal Improvements Improvement District No. TN-16-C.
19. Storm Sewer Repairs Improvement District No. UR-15-B.

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](http://www.FargoND.gov/citycommission).





MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: NICOLE CRUTCHFIELD, GRANT LARSON** *nc*

**DATE: JUNE 14, 2018**

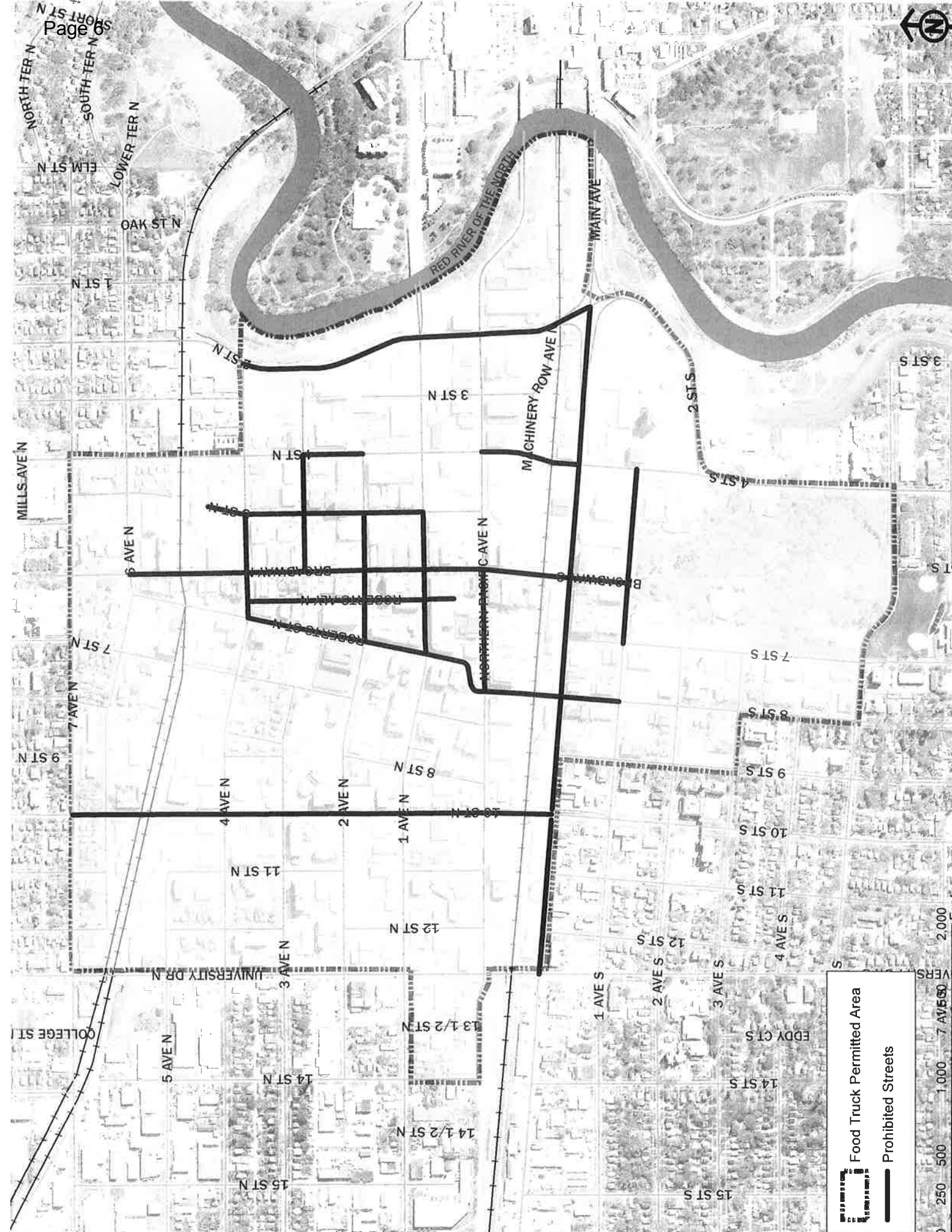
**RE: FOOD TRUCK PILOT PROGRAM FOR SUMMER OF 2018 ORDINANCE AMENDMENT**

On June 4<sup>th</sup> the City Commission approved a request to proceed with implementing a summer 2018 food truck pilot program between July 14 – October 27, 2018. We have worked with the City Attorney to draft an ordinance amendment to allow for this temporary program. Also included in the packet is the draft policy, location map, and waiver form to use for administration of this program.

At the end of the pilot program, staff will provide an analysis of our findings for more permanent policies and operations to consider in 2019.

**Recommended Motion:** “Move to waive the requirement of receipt and filing of the enclosed ordinance one week prior to first reading and that this be the first reading, by title, of AN ORDINANCE AMENDING SECTIONS 18-0304, 18-0308 AND ENACTING SECTION 18-0318 OF ARTICLE 18-03 OF CHAPTER 18 OF THE FARGO MUNICIPAL CODE RELATING TO USE AND CARE OF STREETS AND SIDEWALKS.”





**Food Truck Permitted Area**

**Prohibited Streets**

0 250 500 1,000 2,000 Feet



# 2018 Mobile Food Unit Pilot Program Permission Waiver “Mobile Food Unit Name”

The establishment or entity, listed above, has met Fargo Cass Public Health Mobile Food Unit licensure requirements and also been issued a copy of the Mobile Food Truck Pilot Test Program guidance.

In consideration for being allowed to participate in the Food Truck Pilot Test Program, I acknowledge I have reviewed the program guidance and agree to obey all of its parameters as well as city ordinances.

I furthermore understand my permission to operate in the Food Truck Pilot Test Program may be revoked if I violate any of the program parameters and/or city ordinances.

---

Printed Name

---

Signature

---

Date

### **Food Truck Pilot Test Proposal**

#### Background and Request:

Based on community input during Downtown InFocus and vendors in our community, including a food truck alliance, there is a proposal to engage in a pilot test for summer of 2018. This pilot would allow for the for the ability to vend in the Rights-of-Way, which is currently prohibited. Many city departments provide oversight to regulations that could be referenced in this initiative, and as such there have been numerous meetings among staff and our City Attorney's office to review constraints. So that the 2018 summer season is not missed, staff is suggesting a pilot test to learn more details on what are actual nuisances versus perceived as well as obtain data regarding number of vendors, locations, hours of operation, public costs, and city costs to include employee time.

#### History and Analysis:

Currently sections in Article of 18-03 restrict vending in the ROW. Planning staff has spent several months researching other cities' ordinances and the provisions related to allowing food trucks on public streets. However, it was soon discovered there wasn't a common trend or recommendations we could collectively answer. Many cities suggested creating a trial period and trial policies. This led us to facilitating multiple conversations with city staff members and to coordinate with the city attorney's office to develop policies and ordinances. While the city staff are close to developing an overall policy and ordinance recommendation, we decided it would be best to put these policies on a trial period in order to learn what potential costs and nuisances this could create for the public.

#### Who is involved:

The following departments have had representatives in this discussion: Fire, Police, Engineering, Public Works, Auditors, Health and Planning. In addition, we've reached out to the Downtown Community Partnership. Nuisances that could occur with food trucks in ROW include:

- Pedestrian safety – Police and Engineering
- Grease and debris – Public Works, DCP, Parking
- Lack of knowledge on who is where – Health, Police, Auditors
- Noise – Police, DNA
- Food safety - Health
- Blocking traffic and visibility - Engineering
- Extended stay in downtown parking spots – Police, Parking
- Market impacts- DCP, Planning

#### Who is eligible for the pilot program:

- A health licensed mobile food unit that is self-contained, can be moved without disassembly, has the ability to serve food items from within the unit, and has signed the 2018 pilot program waiver.

Pilot program parameters:

- Approved food vendors will only be allowed to operate during the pilot program in the designated areas on the map prepared for the program.
- A copy of the Health Dept. Mobile Food Unit license as well as a signed copy of the 2018 Pilot Program waiver must be available upon request.
- The pilot program map includes the central business district with the exception of the prohibited streets highlighted in red.
- The 2018 pilot season will run from July 14- October 27, 2018.
- The hours of operation will be unlimited pending parking restrictions.

Procedures for the pilot program:

There are many ordinances currently in the municipal code that are eligible for enforcement of nuisances listed above. In lieu of a new type of permit, we are proposing the Health Department utilizes their Mobile Food Unit licensing process to capture vendor contact information for the pilot program. For the 2018 pilot program, we propose mobile vendors acknowledge the receipt of an information packet and the limitations to location as proposed by the map by signing a waiver. r to operate via signature during the health licensing process.

Governing body:

The 2018 pilot program or any license in conflict with the proposed policies can be revoked by the City of Fargo Commission upon internal review of any ordinance violations and/or public complaints filed on a food unit.



Office of the City Attorney

City Attorney  
Erik R. Johnson

Assistant City Attorney  
Nancy J. Morris

June 14, 2018

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

**RE: Mobile Food Truck Ordinance**

Dear Commissioners,

Enclosed is an ordinance intended to authorize mobile food trucks to operate on city streets and other areas in the City. By separate resolution, you will be approving more detailed regulations promulgated by the Health Department (with assistance from the Planning Department and other departments).

**Suggested Motion:** I move to waive the requirement of receipt and filing one week prior to first reading and that this be the first reading, by title, of an Ordinance Amending Sections 18-0304 and 18-0308, and Enacting Section 18-0318 of Article 18-03 of the Fargo Municipal Code Relating to Use and Care of Streets and Sidewalks.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

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

Erik R. Johnson

Enclosure

cc: Nicole Crutchfield  
Grant Larson



OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

1 AN ORDINANCE AMENDING SECTIONS 18-0304, 18-0308 AND  
2 ENACTING SECTION 18-0318 OF ARTICLE 18-03  
3 OF CHAPTER 18 OF THE FARGO MUNICIPAL CODE  
4 RELATING TO USE AND CARE OF STREETS AND SIDEWALKS

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

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

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

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

14 NOW. THEREFORE,

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

16 Section 1. Amendment.

17 Section 18-0304 of Article 18-03 of Chapter 18 of the Fargo Municipal Code is hereby  
18 amended to read as follows:

19 18-0304. Sale of merchandise from stands on streets prohibited.

20 Except as authorized under sections 18-0307 through ~~18-0317~~ 18-0318 herein, it shall be  
21 unlawful for any person, firm, or corporation to set up any stand or wagon upon any of the  
22 streets, alleys, sidewalks, crosswalks, or public grounds within the city for the purpose of selling  
23 therefrom, or exposing for sale, any meats, provisions, refreshments, or any goods or  
merchandise whatsoever.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

Section 2. Amendment.

1 Section 18-0308 of Article 18-03 of Chapter 18 of the Fargo Municipal Code is hereby  
2 amended to read as follows:

3 18-0308. - Definitions.

4 The following words, terms and phrases, when used in this article, shall have the  
5 meanings ascribed to them in this article, except where the context clearly indicates a different  
6 meaning:

- 7 A. "Central Business District" shall mean an area within the following boundaries:
- 8 1. On the north by 6<sup>th</sup> Avenue North;
  - 9 2. On the east by the Red River of the North;
  - 10 3. On the south by 1<sup>st</sup> Avenue South; and,
  - 11 4. The westerly boundary shall be Roberts Street from 6<sup>th</sup> Avenue North to 1<sup>st</sup>  
12 Avenue North, 9<sup>th</sup> Street from 1<sup>st</sup> Avenue North to Northern Pacific Avenue  
13 and 8<sup>th</sup> Street from Northern Pacific Avenue to 1<sup>st</sup> Avenue South.
  - 14 5. In addition to the area defined by the foregoing boundaries the Central Business  
15 District shall include 7<sup>th</sup> and 8<sup>th</sup> Streets South, to 2<sup>nd</sup> Avenue South.

16 For purposes of defining this boundary, the sidewalk on both sides of the streets, above-  
17 named, shall be included within the Central Business District.

- 18 B. "Grilling" shall mean the cooking of raw animal products such as meat, poultry or fish  
19 on a flat top or charbroil style high-heat surface designed for such purpose, but does not  
20 include smoking, deep-fat frying, wok or skillet-style cooking, barbecuing/ rotisserie-  
21 style cooking or any other type of cooking.

- 22 C. "Grilling pushcart" shall mean a pushcart that includes equipment for grilling.

- 23 D. "Merchandise" shall include, but is not limited to, plants, flowers, wearing apparel,  
jewelry, ornaments, art work, household or office supplies, food or beverages of any  
kind, whether or not for immediate consumption, or other goods or wares.

- E. Mobile food unit" shall mean a food establishment preparing and/or serving foods  
from a self-contained vehicle, either motorized or within a trailer, located either  
curbside on a public street or on private property, that may be readily moved without  
disassembling for transport to another location.



OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

- 1     E.F.    "Outdoor dining area" shall mean an area in front of or adjacent to a business
- 2            maintaining a restaurant or limited restaurant license issued by the city health
- 3            department and located on a public sidewalk whereon tables, chairs or benches are
- 4            placed for purposes of serving food and/or alcoholic beverages.
  
- 5     F.G.    "Outdoor merchandise area" shall mean an area in front of or adjacent to a retail
- 6            business where merchandise is located on a public sidewalk for the purpose of
- 7            displaying, exhibiting, selling or offering for sale merchandise.
  
- 8     G.H.    "Pedestrian way" shall mean the area of sidewalk adjacent to the property line and
- 9            extending therefrom to the edge of the curb or for a distance of ten (10) feet, whichever
- 10           is narrower.
  
- 11    H.I.    "Planning Director" shall mean the department head of the Department of Planning and
- 12            Development of the city of Fargo.
  
- 13    I.J.    "Professional sidewalk entertainer" shall mean a sidewalk entertainer who, through
- 14            direct or passive behavior, asks for or solicits any form of remuneration and
- 15            "professional sidewalk entertainment" shall mean sidewalk entertainment performed
- 16            while the performer is thus soliciting any form of remuneration.
  
- 17    J.K.    "Pushcart" shall mean a wheeled cart which may be moved by one person without the
- 18            assistance of a motor and which is designed and used for displaying, keeping or storing
- 19            any food, beverages or other articles for sale by a vendor. To the extent a pushcart is
- 20            used for displaying, keeping or storing food or beverages, the pushcart must be limited
- 21            to service of potentially hazardous foods or commissary-wrapped food maintained at
- 22            proper temperatures, or limited to the preparation and service of frankfurters, as is
- 23            defined by North Dakota Administrative Code Chapter 33-33-04. Cooking will only be
- allowed on an approved grilling pushcart.
  
- K.L.    "Review Committee" shall consist of five members to be appointed by the mayor with
- the consent of the board of city commissioners. Such membership of the review
- committee may be comprised of one or more city employees from one or more
- departments within the city.
  
- L.M.    "Sidewalk entertainer" shall mean a person who engages in sidewalk entertainment.
  
- M.N.    "Sidewalk entertainment" shall mean performances which may include, but not be
- limited to, music, dance, mimes, magicians, clowns, jugglers and theatrical
- presentations, but specifically excluding speeches, lectures, and sermons.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

Section 3. Enactment.

1 Section 18-0318 of Article 18-03 of Chapter 18 of the Fargo Municipal Code is hereby  
2 enacted to read as follows:

3 18-0318. – Mobile Food Vending.

- 4 A. The city of Fargo hereby grants authority to the owner of a mobile food unit that has been  
5 issued a Mobile Food Unit license by the health director to undertake, upon any of the  
6 streets, alleys, sidewalks, crosswalks, or public grounds within the area within an area of  
7 the central business district that has been designated by motion or resolution of the board  
8 of city commissioners of the city, the business of selling from said mobile food unit, or  
9 exposing for sale, any meats, provisions, refreshments, or any goods or merchandise  
10 related thereto.
- 11 B. The health director shall have such authority to adopt regulations, rules, standards and  
12 practices pertaining to the vending of mobile food units, said regulations, rules,  
13 standards, and practices, and any amendments thereto, to take effect upon approval of  
14 the board of city commissioners.
- 15 C. The authority granted by this article may be suspended or revoked by the board of city  
16 commissioners for cause, said cause including knowing or willful failure to comply with  
17 this article or knowing or willful failure to comply with the regulations, rules, standards  
18 and practices as have been approved by the board of city commissioners as provided in this  
19 article.
- 20 D. No person, firm or other entity shall, directly or indirectly, operate a mobile food unit in  
21 the city without such authority, said person, firm or other entity being guilty of an  
22 infraction.
- 23 E. No person, firm or other entity shall, directly or indirectly, offer or dispose of, or  
give away, or cause to be offered or exposed for sale, exchanged, heated, warmed-up,  
cooked or any combination of the same, at a mobile food vending unit within the city of  
Fargo without valid authority as set forth in this section.
- F. Separate offense for each day.--Each day any person shall violate this section shall  
constitute a separate infraction or offense.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

Section 4. 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 \$1,000; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 5. Effective Date and Termination Date.

This ordinance shall be in full force and effect from and after its passage, approval and publication. This ordinance shall automatically terminate at 11:59 p.m. on December 31, 2018, and thereafter shall be of no further force or effect.

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:  
Publication:

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



16

Office of the City Attorney

City Attorney  
Erik R. Johnson

Assistant City Attorney  
Nancy J. Morris

June 12, 2018

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

**RE: Ordinance Amending the Control and Regulation of Food Service Establishments**

Dear Commissioners,

Enclosed for your approval is an Ordinance Amending Articles 13-03 and 13-04 of the Fargo Municipal Code relating to the control and regulation of food service establishments. At its January 16, 2018 meeting, the Board of City Commissioners directed the City Attorney's Office to work with Fargo Cass Public Health to review and update Articles 13-03 and 13-04. The state adopted the United States Food and Drug Administration 2013 Model Food Code by reference, thus warranting the suggested amendments to Articles 13-03 and 13-04.

**Suggested Motion:** I move to waive the receipt and filing one week prior to first reading and that this be the first reading, by title, of an Ordinance Amending Sections 13-0301, 13-0302, 13-0303, 13-0304, and 13-0305 of Article 13-03, and Section 13-0401 of Article 13-04 of Chapter 13 of the Fargo Municipal Code Relating to the Control and Regulation of Food Service Establishments.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in cursive script, appearing to read "Alissa R. Olson".

Alissa R. Olson

Enclosure

cc: Grant Larson



OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTIONS 13-0301, 13-0302, 13-0303, 13-0304 and 13-0305  
OF ARTICLE 13-03, AND SECTION 13-0401 OF ARTICLE 13-04 OF CHAPTER 13 OF THE  
FARGO MUNICIPAL CODE RELATING TO THE CONTROL AND REGULATION OF FOOD  
SERVICE ESTABLISHMENTS

1  
2 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 Century Code; and,

3  
4 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,

5  
6 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,

7  
8 WHEREAS, the Board of City Commissioners deems it necessary and appropriate to  
implement such authority by the adoption of this ordinance;

9 NOW, THEREFORE,

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

11 Section 1. Amendment.

12  
13 Section 13-0301 of Article 13-03 of Chapter 13 of the Fargo Municipal Code is hereby  
amended to read as follows:

14 13-0301. Definitions.--In this chapter, unless the context otherwise requires,

15 1. ~~“Adulterated food” shall mean food which bears or contains any poisonous or~~  
16 ~~deleterious substance in a quantity which may render it injurious to health or which bears or~~  
17 ~~contains added poisonous or deleterious substance for which no safe tolerance has been~~  
18 ~~established by regulation, or in excess of such tolerance if one has been established; a food~~  
19 ~~which consists, in whole or in part, of any filthy, putrid, or decomposed substance, or if it is~~  
20 ~~otherwise unfit for human consumption; a food which has been processed, prepared, packed~~  
21 ~~or held under unsanitary conditions, whereby it may have become contaminated with filth or~~  
22 ~~rendered injurious to health; a food which is, in whole or in part, the product of a diseased~~  
23 ~~animal, or an animal which had died otherwise than by slaughter; a food which is in a~~  
~~container composed, in whole or in part, of any poisonous or deleterious substance which~~  
~~may render the contents injurious to health.~~

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

2. ~~“Beverage” shall mean any liquid for drinking, including alcohol and water.~~
3. ~~“Commissary” shall mean a catering establishment, restaurant, or any other place in which food, containers, utensils, equipment, or supplies are kept, handled, cleaned, prepared, packaged, and stored, including a service center or base of operations directly from which catering sites, temporary food units, mobile food units or any other off-premises locations are supplied or services. The term does not include an area or conveyance at a vending machine location used for the temporary storage of packaged food or beverages.~~
4. ~~“Food” shall mean a raw, cooked, or processed edible substance, ice, beverage, or ingredient used or intended for use or for sale in whole or in part for human consumption.~~
5. ~~“Food service establishment” shall mean any restaurant, limited restaurant, coffee shop, cafeteria, short order café, luncheonette, grill, tearoom, sandwich shop, soda fountain, concession stand, tavern, bar, catering kitchen, institutional kitchen, delicatessen, bakery, grocery store, meat market, food processing plant, mobile unit, temporary unit, or any other similar place in which food or drink is prepared for sale or service to the public on the premises or elsewhere with or without charge.~~
6. ~~“Food processing facility” shall mean a commercial operation that manufactures, packages, labels, or stores food for human consumption and does not provide food directly to the consumer and is operating under a federal or state inspection program.~~
7. ~~“Limited restaurant” shall mean a food service establishment that is restricted to a specific menu as determined by the public health department or an establishment serving only prepackaged foods, such as frozen pizza and sandwiches, which receive no more than heat treatment and are served directly in the package or on single service articles.~~
8. 1. ~~“License” shall mean a written authorization to operate issued by the public health department.~~
9. 2. ~~“Misbranded” shall mean food, if in packaged form, that lacks a label containing the name and place of business of the manufacturer, packer, or distributor; or an accurate statement of the contents; or if it is offered for sale under the name of another food or if it purports to be or is represented as a food for which a definition and standard identity has been prescribed and it is not.~~
10. ~~“Mobile food unit” shall mean a vehicle mounted food service establishment designed to be readily movable.~~
11. ~~“Prepackaged food” shall mean any properly labeled processed food, prepackaged to prevent any direct human contact with the food product upon distribution from the manufacturer, and prepared at a facility approved by the public health department.~~
12. ~~“Primal cut” means a basic major cut into which carcasses and sides of meat are separated, including, but not limited to, a beef round, pork loin, lamb flank, or veal breast.~~
13. 3. ~~“Proprietor” shall mean the person in charge of a food service establishment, whether as owner, lessee, manager, or agent.~~
14. 4. ~~“Public health department” shall mean Fargo Cass Public Health, or any name by which such department shall be known hereafter, and its authorized representatives.~~

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

15. ~~“Restaurant” shall mean every building or other structure, or any part thereof, and all buildings in connection therewith, that are permanently kept, used, maintained, advertised, or held out to the public as a place where meals or lunches are served. The term shall include limited restaurants restricted to a specific menu.~~

16. ~~“Retail food store/grocery” shall mean any establishment or section of an establishment where food and food products are offered to the consumer and intended for off-premises consumption. The term does not include an establishment that handles only prepackaged, nonpotentially hazardous foods such as candies and other snack foods, roadside or produce markets that offers only whole, uncut fresh fruits and vegetables for sale, or food and beverage vending machines.~~

17. ~~“Retail meat market” shall mean a commercial establishment and buildings or structures connected with it used to process, store or display meat or meat products for retail sale to the public for human consumption. The term does not include a meat establishment operating under the federal or state meat inspection program.~~

18. ~~“Temporary food service establishment” shall mean any food service establishment that operates at a fixed location, approved by the public health department, for not more than 14 consecutive days in conjunction with a single event or celebration. The term does not include a nonprofit, public spirited organization or person providing a limited type of food service, such as prepackaged, nonpotentially hazardous food items.~~

Section 2. Amendment.

Section 13-0302 of Article 13-03 of Chapter 13 of the Fargo Municipal Code is hereby amended to read as follows:

13-0302. ~~Food service establishments and food service vehicles~~ to be kept clean.

Every person keeping, maintaining, or being in charge of any public or private market, bakery, bar, restaurant, grocery, meat market, mobile unit, temporary unit, or any other food service establishment, stall, shop, store, warehouse, storehouse, or wagon, truck, or other vehicle in, on, or about which any meat, fish, oysters, birds or fowls, vegetables, fruit, or other provisions are held, kept, stored, or offered for sale or other disposition shall keep such public or private market, bakery, bar, restaurant, grocery, meat market, mobile unit, temporary unit, or any other food service establishment, stall, shop, warehouse, storehouse, or wagon, truck, or other vehicle in a clean, pure, and wholesome condition; and if any such person shall allow or permit the same to be, become, or remain unclean, impure, or unwholesome, he such person shall be guilty of a violation of this article.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

Section 3. Amendment.

Section 13-0303 of Article 13-03 of Chapter 13 of the Fargo Municipal Code is hereby amended to read as follows:

13-0303. Inspection of food ~~service~~ establishments.

Every food ~~service~~ establishment shall be inspected by the public health department as often as necessary to determine compliance with this chapter. Frequency of inspections shall be based on a system of risk categorization which involves types of foods served, the preparation steps these foods require, ~~volume of food, and~~ population served, ~~and previous compliance history.~~ It shall be the duty of the public health department to visit, as often as required, each public and private food establishment ~~market, bakery, stall, shop, store, warehouse, and storehouse in the city and each and all wagons, trucks, or other vehicles of vendors or street hawkers in, at, or about which any meat, fish, oysters, birds or fowls, vegetables, fruit, or other provisions are kept, held, or carried for sale or other disposition as human food~~ and to examine and carefully inspect all such meat, fish, oysters, birds or fowls, vegetables, fruit, or other provisions, and if any adulterated, misbranded, mislabeled, unhealthy, unwholesome, or deleterious meat, fish, oysters, birds, or fowls, vegetables, fruit, or other provisions so intended for sale or other disposition as human food is found in or about any such public or private ~~market, bakery, bar, restaurant, grocery, meat market, mobile unit, temporary unit, or any other food service establishment, stall, shop, store, warehouse, or storehouse, or in any wagon, truck, or other vehicle of vendors or street hawkers,~~ the public health department shall at once give the person in charge or temporarily in charge of the same notice to remove at once the same out of said city or to such place as the public health department shall direct or to destroy the same. The person in whose custody and possession the same shall be found to be shall at once remove the same out of the city or to such place as the public health department shall direct or destroy the same as may be directed. The public health department, if deemed advisable, may take possession of such unhealthy, unwholesome meat, fish, oysters, birds, fowls, vegetables, fruit, or other provisions so intended for sale or other disposition as human food and destroy the same at the expense of the person in whose custody such unwholesome provisions are found. Furthermore, based upon inspection findings or other evidence, the public health department may impound any food that is found to be, or suspected of being, contaminated or adulterated and impound equipment or utensils that are found to be unsanitary or in such disrepair that food, equipment, or utensils may become contaminated or adulterated. No food, equipment, or utensils impounded shall be used unless the impoundment has been released.



OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

Section 4. Amendment.

Section 13-0304 of Article 13-03 of Chapter 13 of the Fargo Municipal Code is hereby amended to read as follows:

13-0304. ~~Bakeries, bars, restaurants, groceries, meat market, mobile units, temporary units, or any other~~ Food service establishments--Inspection of premises--Inspection fee.-- Suspension or revocation of license.

The public health department shall have free access to all ~~bakeries, bars, restaurants, groceries, meat markets, mobile units, temporary units, or any other~~ food service establishments at any reasonable time for purposes of inspection. The public health department may enter, inspect, photograph, and secure any sample, photographs, or other evidence from ~~every bakery, bar, restaurant, grocery, meat market, mobile unit, temporary unit, or any other~~ food service establishment, for the purpose of enforcing this chapter. A written report of the inspection shall be made and a copy shall be ~~supplied or mailed~~ provided to the owner, manager, or operator of the ~~food service~~ food service establishment. If a person or establishment subject to the requirements of this chapter refuses to permit entry or inspection, the taking of samples, photographs, or other evidence or otherwise attempts to conceal samples or evidence, the public health department may obtain an administrative search warrant to obtain the same. All ~~shops, stores, or units as specified in § 13-0301 of this article~~ food establishments shall pay an annual license fee in an amount to be established by resolution of the board of city commissioners, said fee payable prior to January 1st of each year. A license shall be issued when ~~investigation~~ a pre-operational inspection has determined that the proposed ~~food service~~ food service establishment and its method of operation will conform to the requirements of this chapter. A license, once issued, is nontransferable. A license shall be valid only for the person, location, type of food sales, or distribution activity approved and, unless suspended or revoked for cause, for the time period indicated. The license shall be posted in a conspicuous place in the ~~food service~~ food service establishment. Fees shall be sufficient to cover the actual expenses of administering and enforcing this program, including the expenses of inspecting.

Whenever the proprietor of a ~~market, bakery, bar, restaurant, grocery, meat market, mobile unit, temporary unit, or any other~~ food service establishment has been convicted of a violation of this chapter and for a period of ten days after the conviction fails to comply with any provision of this chapter, the public health department may suspend or revoke the proprietor's license. Any license may be suspended or revoked by the public health department for violation of this chapter. ~~Bakeries, bars, restaurants, groceries, meat markets, mobile units, temporary units, and a~~ Any other food service establishments for which the license has been suspended, shall close and remain closed until the ~~license has~~

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

~~been reinstated. public health department has conducted a re-inspection and found the food establishment to be in compliance with this chapter. Any food service establishment for which the license has been revoked shall close and remain closed until a new license has been issued.~~

A. The public health department may suspend any license to operate or direct any food ~~service~~ establishment to close if:

~~A. 1.~~ Immediate danger to the public health or safety is found, unless the danger is immediately corrected. The public health department may temporarily suspend the license and order the food ~~service~~ establishment immediately closed. Immediate danger to the public health and safety means any condition, based upon inspection findings or other evidence, that can cause food infection, food intoxication, disease transmission, rodent or insect infestation, or hazardous condition, including, but not limited to, unsafe food temperature, sewage contamination, nonpotable water supply, or an employee who is a carrier of a communicable disease;

~~B. 2.~~ Operations, facilities, or equipment in the food ~~service~~ establishment fail to comply with the requirements of this chapter;

~~C. 3.~~ The operator fails to submit plans as required in this chapter or an inspection indicates that construction or renovation at the facility is not in substantial compliance with the requirements of this chapter;

~~D. 4.~~ The operator fails to submit a license application for a food ~~service~~ establishment or change of operator;

~~E. 5.~~ The operator was not granted a license under the requirements of this chapter;

~~F. 6.~~ The holder of the license does not remit the annual renewal fee;

~~G. 7.~~ The holder of the license does not comply with the requirements of this chapter; or,

~~H. 8.~~ Interference with the public health department or its agents and assistants in the performance of its duties has occurred.

B. When the public health department has suspended a food service establishment license, the person in charge:

~~A. 1.~~ Shall immediately cease all food service operations;

~~B. 2.~~ Shall be notified in writing by the public health department that the food ~~service~~ establishment license is immediately suspended

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

upon service of the notice, and that the suspension shall remain in effect until a ~~hearing with the public health department occurs.~~ If the public health department finds the operation to be in compliance with the requirements of this chapter, and that the suspension will be lifted;

~~C. 3.~~ May request a hearing by filing a written request for a hearing with the public health department within 10 days of receipt of the notice of suspension; and,

~~D. 4.~~ Shall be notified, if a written request for a hearing is not filed within 10 days, that the suspension is sustain.

Any food ~~service~~ establishment owner whose license has been suspended may, at any time, ~~make request written application for~~ a re-inspection for the purpose of reinstatement of the license. ~~The application shall include a statement, signed by the owner, that, in the owner's opinion, A re-inspection may only be requested if~~ the conditions causing the suspension have been corrected.

In the event a license has been revoked by the public health department for violation of this chapter, the provisions of this section pertaining to suspension of said license shall be applicable, including the effect of revocation, the notification requirement and the right to a hearing, except that any food establishment for which the license has been revoked shall be, and remain closed, by the licensee until the public health department has conducted a re-inspection and, thereupon, has determined that the food establishment is in compliance with this chapter and the licensee has paid the re-instatement license fee.

The public health department may, after providing opportunity for a hearing, modify, suspend, or revoke a license for serious or repeated violations of any of the requirements of this chapter or for interference in the performance of the duty of the public health department or its agents and assistants.

~~A license may be reinstated or a new license issued if the public health department determines that conditions which prompted the suspension or revocation no longer exist.~~

Section 5. Amendment.

Section 13-0305 of Article 13-03 of Chapter 13 of the Fargo Municipal Code is hereby amended to read as follows:

13-0305. Unwholesome food, water, or other provisions not to be brought into city.

No meat, fish, oysters, birds or fowls, vegetables, fruit, water, ice, beverages, or other provisions of any kind not being then healthy, fresh, sound, wholesome, and safe for human

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

1 food, nor any part of any animal, fish or fowl that died by accident or from disease, shall be  
2 brought into the city, or sold, offered, or held for sale at any public or private market,  
3 bakery, bar, restaurant, grocery, meat market, mobile unit, temporary unit, or any other food  
4 service establishment, stall, shop, store, warehouse, and storehouse, or in any other place in  
5 the city by any person.

6 Section 6. Amendment.

7 Section 13-0401 of Article 13-04 of Chapter 13 of the Fargo Municipal Code is hereby  
8 amended to read as follows:

9 13-0401. North Dakota requirements for food and beverage establishments Food Code  
10 adopted.

11 There is hereby adopted by reference by the board of city commissioners, for the purpose of  
12 prescribing regulations governing standards, relative to bakeries, bars, meat markets,  
13 groceries, restaurants, mobile units, temporary units, or any other food service  
14 establishments in the city of Fargo, that certain code known as the North Dakota  
15 Requirements for Food and Beverage Establishments Food Code recommended and  
16 compiled by the North Dakota Department of Health, chapter 33-33-04.1 of the North  
17 Dakota Administrative Code, as well as all other applicable chapters or sections of the North  
18 Dakota Century Code and this chapter and the same is hereby adopted and incorporated as  
19 fully as if set out in length herein, and from the date on which this ordinance shall take  
20 effect, the provisions thereof shall be controlling within the limits of the city.

21 Section 7. Penalty.

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

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

Section 8. Effective Date.

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

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

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:  
Publication:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTIONS 25-3001, 25-3002 AND 25-3006, AND REPEALING SECTIONS 25-3003 AND 25-3004 OF ARTICLE 25-30 OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE RELATING TO ALARM SYSTEMS

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 25-3001 of Article 25-30 of Chapter 25 of the Fargo Municipal Code is hereby amended to read as follows:

25-3001. Definitions.--

1. "Alarm user" shall mean any person ~~as defined herein, using the services of a police alarm system or a central station.~~ who installed an alarm system that uses alarm answering services to notify Police for a Police response.

2. "Answering service" refers to a telephone answering service which receives emergency signals from alarm systems, and thereafter immediately relaying the message by live voice to the communication center of the police department.

3. "Automatic dialing device" refers to an automated alarm system which sends a prerecorded voice message or coded signal indicating the existence of the emergency situation which the alarm system is designed to detect.

4. ~~"Central station" means an office to which remote alarm and supervisory signaling~~

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

1 ~~devices are connected, where operators supervise the circuits, and where guards are maintained~~  
2 ~~continuously to investigate signals.~~

3 ~~5. "Central station system" means a system in which the operation of electrical protection~~  
4 ~~circuits and devices are signaled automatically to, recorded in, maintained, and supervised from a~~  
5 ~~central station having operators and security personnel on duty at all times.~~

6 ~~6. "Direct line" means a telephone line leading directly from a central station to the~~  
7 ~~communication center of the police department that is for use only to report emergency signals on a~~  
8 ~~person to person basis.~~

9 ~~74. "False alarm" means the activation of an alarm system caused by anything other than~~  
10 ~~an emergency, or criminal activity or weather.~~

11 ~~8. "Excessive alarms" shall mean false alarms in excess of three within the months of~~  
12 ~~January through June of any year or July through December of any year.~~

13 ~~95. "Person" shall mean any individual, partnership, corporation, association or other~~  
14 ~~entity.~~

15 ~~106. "Police a-Alarm system" shall mean any device designed for the detection of an~~  
16 ~~unauthorized entry on premises or for alerting others of the commission of an unlawful act, or both,~~  
17 ~~and, when actuated, emits a sound or transmits a signal or message which system alerts the Fargo~~  
18 ~~police department directly, or causes the Police department to be alerted.~~

19 ~~11. "Primary trunkline" means a telephone line leading directly into the communication~~  
20 ~~center of the police department that is for the purpose of handling emergency calls on a~~  
21 ~~person to person basis, and which is identified as such by a specific number included among the~~  
22 ~~emergency numbers listed in the telephone directory issued by the telephone company and covering~~  
23 ~~the service area within the police department's jurisdiction.~~

~~12. "Proprietary system" means an alarm system sounding and/or recording alarm and~~  
~~supervisory signals at a control center located within the protected premises, the control center~~  
~~being under the supervision of the proprietor of the protected premises. If a proprietary system~~  
~~includes a signal line connected directly to the police communication center, a central station, or~~  
~~answering service, it thereby becomes an "alarm system" as defined in this ordinance.~~

~~13. "Special trunkline" means a telephone line leading into the communication center of the~~  
~~police department and having the primary purpose of handling emergency signals or messages~~  
~~originating either directly or through a central location from automatic dialing devices.~~

~~7. "Alarm Period" is defined as January 1<sup>st</sup> through December 31<sup>st</sup>, calendar year.~~

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

Section 2. Amendment.

1 Section 25-3002 of Article 25-30 of Chapter 25 of the Fargo Municipal Code is hereby  
2 amended to read as follows:

3 25-3002. Rules and regulations.--The chief of police may prescribe rules and regulations for alarm  
4 systems, including but not limited to the following:

- 5 A. Minimum standards for the quality, efficiency, and effectiveness of police  
6 alarm systems ~~and alarm business permittees;~~
- 7 B. Specific provisions relating to testing procedures;
- 8 C. Minimum standards for the training of alarm business personnel.

9 ~~He~~ The Chief of Police is authorized to inspect or cause to be inspected the premises of the  
10 alarm business and the premises whereon the police alarm system is located. ~~He shall have the~~  
11 ~~power to make and enforce such reasonable rules and regulations as may in his discretion be~~  
12 ~~necessary to implement the provisions of this article.~~

13 Section 3. Repeal.

14 Section 25-3003 of Article 25-30 of Chapter 25 of the Fargo Municipal Code is hereby  
15 repealed in its entirety.

16 Section 4. Repeal.

17 Section 25-3004 of Article 25-30 of Chapter 25 of the Fargo Municipal Code is hereby  
18 repealed in its entirety.

19 Section 5. Amendment.

20 Section 25-3006 of Article 25-30 of Chapter 25 of the Fargo Municipal Code is hereby  
21 amended to read as follows:

22 25-3006. Charges for excessive false alarms.--

- 23 A. Any alarm user who maintains or has an police alarm system which signals  
24 more than three (3) false excessive alarms in an alarm period as defined  
25 herein, as hereinabove defined, shall pay a ~~service charge fee~~ to the city of  
26 Fargo as follows:

- 27 1. ~~For the first excessive alarm, the sum of \$50. False Alarm 1-~~  
28 3 \$0/alarm.



OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

2. ~~For the second and subsequent excessive alarms, the sum of \$50 plus the additional sum of \$25 for each alarm after the first excessive alarm.~~ False Alarm 4-6 \$100/alarm.

3. False alarm 7-9 \$150/alarm.

4. False Alarm ten (10) and more \$200/alarm.

B. Alarm fees shall be cumulative and due immediately upon receipt of billing notice. Interest shall accrue at a rate of 1 ½% per month on all invoices 30 days' past due, until paid in full.

C. The Chief of Police may suspend police response to alarms without secondary verification, excluding panic and robbery alarms, in the event the alarm user exceeds ten (10) false alarms in the alarm period. The Chief of Police or designee shall provide written notice mailed by first class mail to the alarm user's last known address advising of the decision to suspend police response under these circumstances.

Section 6. Effective Date.

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

\_\_\_\_\_  
Timothy J. Mahoney, Mayor

Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

26

ORDINANCE NO. \_\_\_\_\_

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

AN ORDINANCE REZONING A CERTAIN PARCEL OF LAND  
LYING IN VALLEY VIEW 4TH ADDITION  
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in Valley View 4th Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on May 1, 2018; and,

WHEREAS, the rezoning changes were approved by the City Commission on June 4, 2018,

NOW, THEREFORE,

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

Section 1. The following described property:

Lot One (1), Block Five (5), Valley View 4th Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "MR-1", Multi-Dwelling Residential, District to "SR-5", Single-Dwelling Residential, District;

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. \_\_\_\_\_

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

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

(SEAL)

Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

\_\_\_\_\_  
Timothy J. Mahoney, Mayor

First Reading:  
Second Reading:  
Final Passage:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

20

ORDINANCE NO. \_\_\_\_\_

1 AN ORDINANCE REZONING CERTAIN PARCELS  
2 OF LAND LYING IN OHMER'S ADDITION,  
3 CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

4 WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the  
5 City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain  
6 parcels of land lying in Ohmer's Addition, City of Fargo, Cass County, North Dakota; and,

7 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning  
8 request on May 1, 2018; and,

9 WHEREAS, the rezoning changes were approved by the City Commission on June 4, 2018,

10 NOW, THEREFORE,

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

12 Section 1. The following described property:

13 Lots Thirteen (13) through Sixteen (16) of Ohmer's Addition, to the City of Fargo,  
14 Cass County, North Dakota;

15 is hereby rezoned from "SR-3", Single-Dwelling Residential, District to "P/I", Public and  
16 Institutional, District; with a "C-O", Conditional Overlay as follows:

17 1) The following use (s) are permitted:

- 18 a. Colleges
- 19 b. Community Service
- 20 c. Daycare Centers of unlimited size
- 21 d. Health Care Facilities
- 22 e. Parks and Open Space
- 23 f. Religious Institutions
- g. Safety Services
- h. Schools
- i. Offices
- j. Commercial Parking

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

k. Outdoor Recreation and Entertainment

2) All other uses are prohibited.

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.

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:

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

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

2d

ORDINANCE NO. \_\_\_\_\_

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

AN ORDINANCE REPEALING AND RE-ESTABLISHING  
A CONDITIONAL OVERLAY DISTRICT ON CERTAIN  
PARCELS OF LAND LYING IN SIMONSON FIRST 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 proposed Simonson First Addition, City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on February 6, 2018; and,

WHEREAS, the rezoning changes were approved by the City Commission on June 4, 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 One (1) and Two (2), Block One (1) of Simonson First Addition to the City of Fargo, Cass County, North Dakota,

is hereby rezoned to place a "C-O", Conditional Overlay, District upon said property over the existing base zoning of "LC", Limited Commercial, the terms and conditions of such C-O District are as follows:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

**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.

**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
- 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

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

1 **Architectural Features**

2 Architectural features, which project over the sidewalk, must be a minimum of seven (7)  
3 feet or as required to meet the International Building Code adopted by the City of Fargo,  
4 whichever minimum is greater shall prevail. No such improvements shall encroach into  
bike or street travel lanes.

5 **Roof Top Screening**

6  
7 Flat roofs and rooftop mechanical equipment, such as HVAC units, shall be concealed from  
8 public view at ground level by parapets or other enclosures.

9 **Truck Docks/Trash Enclosures**

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

14 **Building Entrances**

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

- 17 Canopies, awnings or porticos
- 18 Recesses/projections varying the facade Arcades
- 19 Raised corniced parapets over the door
- 20 Peaked roof forms Arches
- 21 Entry courts
- 22 Planter and wing walls integrated with building Outdoor patios
- 23 Display windows



OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

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

5       Patio/seating area

6       Pedestrian plaza with benches and planters Bike parking areas

7       Window shopping walkway Outdoor playground

8       Water feature

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

12       Major Building: 45'-0"/35'-0"

13       Sub- Major Building: 42'-0"/30'-0"

14       In-Line Shop Building: NA/24'-0" w/ Architectural Tower not to exceed 35'-0"

15       Village Building: 30'-0"/24'-0" w/ Architectural Tower not to exceed 40'-0"

16       Pad Site Building: 26'-0"/20'-0"

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

21 **Building Elevations**

22 Break down building massing to a human scale eliminating uninterrupted flat facades by  
23 articulating a wall plane with the following architectural elements:

- Change in plane at change of material
- Change in color, texture or material
- Windows
- Trellises, awnings or canopies
- Cast stone detailing in horizontal bands

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

- Raised planters
- Pilasters or over framed elements
- Brick type material (20% of elevation)

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

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

- Canopies, awnings or porticos
- Recesses/projections
- Arcades
- Peaked roof forms
- Outdoor patios
- Display Windows
- Architectural details (such as tile work and moldings) integrated into the building facade
- 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 facade)
- Varied roof heights
- Other architectural features approved by the City

**Specific Convenience Store and Gas Station Standards**

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

**Prohibited Signage**

**Animated Sign:** A sign having an intermittent or continuing variation in the illumination or physical position of any part of the device that does not adhere to the design standards found in

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

1 “Attachment B.” Animated signs that adhere to the design standards of “Attachment B” may not  
2 exceed 25 feet in height, must be a monument sign, may not have Electronic Messaging Boards  
3 that exceed 50% of the sign face, and must meet all of the other requirements of the City of Fargo  
4 Sign Code.

5 **Billboards:** A sign advertising products not made, sold, used or served on the premises  
6 displaying the sign or that conveys an informational or ideological message.

7 **Fence Signs:** A sign affixed in any way to or painted on a fence.

8 **Off Site Sign:** A sign directing attention to a business commodity, service, product, or property  
9 not located, sold or conducted on the same property or site as that on which the sign is located.  
10 Off site signs are not permitted except as indicated in the Signage Master plan.

11 **Pennant:** A flag tapering to a point usually strung together by line or rope.

12 **Portable Sign:** Any sign designed to be moved easily and not permanently affixed to the ground  
13 or to a structure or building.

14 **Exterior Window Sign:** Any sign, painted or applied to the interior/exterior, that occupies more  
15 than 50% of the surface area of a window or door.

16 **Temporary Sign:** Any sign for temporary use supported by or affixed to a utility, light, or sign  
17 pole.

18 **Landscape Design**

19 **Access and Circulation**

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

- 23 • 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.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

- 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 facade featuring a customer entrance and along any facade abutting customer parking areas. Such walkways should be located at least six feet (6') from the facade of the building to provide planting beds for foundation landscaping, except where features such as arcades or entryways are part of the facade.

**Public Rights-of-Way**

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

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

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

**Open Area Landscaping**

The following landscape requirements shall be applicable for all landscape open areas. Landscaping provided to meet the Site Perimeter and Parking Lot Landscaping standards may not be counted towards meeting a projects Open Space Landscaping requirements. Landscaping

OFFICE OF THE CITY ATTORNEY  
 FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

provided in excess of either of these standards may count to Open Space Landscaping requirements.

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

Type of Plant Material		Equivalent Plant
Large, Mature Deciduous Tree	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	
Mature Shrub	2 gallon	1
Perennial Plants	2 gallon	1
	1 gallon	0.5

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

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

**Parking**

All developments shall meet the Off-Street Parking Schedules in Section 20-0701 B of the Land Development Code. All developments shall be allowed to have a maximum of 20% more spaces than the required minimum. Any additional spaces above the required 20% shall provide 5% additional plant units provided for each 5% increase in parking.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

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

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

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

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

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

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

19 **Parking Lot Landscaping**

20 The following additional landscape requirements shall be applicable for all landscaped  
21 parking lots

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

Parking lot perimeter buffers shall be required for any off-street parking area containing  
more than six (6) parking spaces that is within 100 feet (100') of a public street or within 50

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

1 feet (50') of an adjoining residential use or residential zoning district. Parking lot screening  
2 shall be required to be:

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

21 Each parking block shall be separated from other parking blocks by a landscaped median or berm  
22 that is at least eight feet (8') wide, or by a landscaped median with a pedestrian walkway or  
23 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.

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

Trees should be located throughout the parking lot and not simply at the ends of parking 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.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

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

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

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

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

15 Parking lot islands in front of all buildings shall be a minimum 18 feet wide and 18 feet long.

16 **Building Perimeter and Pad Site Foundations**

17 Building foundations shall be planted with ornamental plant material, such as ornamental trees,  
18 flowering shrubs and perennials, and ground covers. Landscaping should also include benches.

19 Regularly maintained turf areas are acceptable.

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



OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

**Service Area, Loading Dock and Utility Device Screening**

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

3 See requirements of Plant Material Standards & Upgrades.  
4

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

**Detention, Retention, Water Quality Ponds and Bio-Swales**

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

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

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

**Landscape Design Requirements**

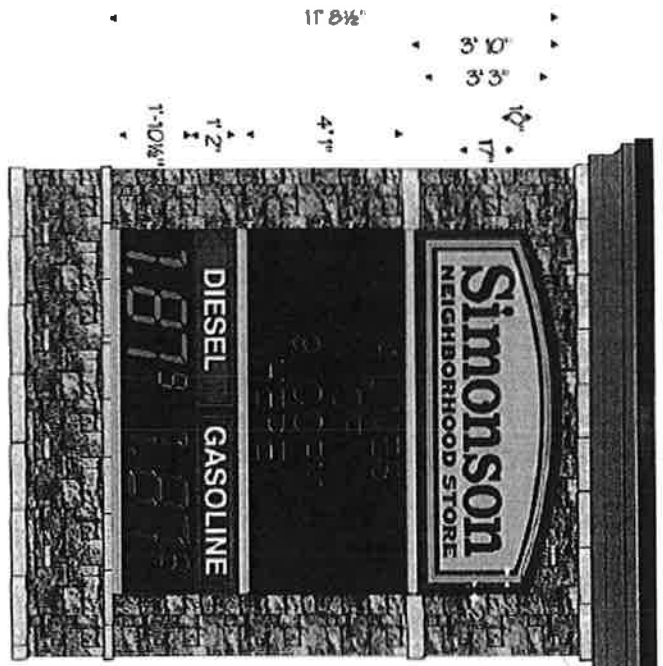
19 Tree diversity requirements shall be met as follows: 10-19 trees (no more than 50% of any one  
20 species), 20 and over trees (no more than 33% of any one species).  
21  
22  
23

\*\* SEE STRUCTURAL DRAWING #2262 FOR MORE DETAILS \*\*

\*\* SURROUNDING BRICK STRUCTURE PROVIDED BY CUSTOMER \*\*

CHANNEL PAINTED TO MATCH ALUMINUM FACE

9' 6"  
8' 11"  
55-718"



CLEAR GOLD II NEON  
RED NEON

3"  
4"  
DARK  
RETAINERS

\*\* THE BOTTOM OF THE FRAMING 6" ABOVE EXISTING SIDEWALK. \*\*

CUSTOMER:	ACCOUNT REF:	SCALE:
SIMONSON	BILL ORTMEIER	1/4" = 1'
LOCATION:	DATE:	DRAWING NUMBER:
GRAND FORKS, ND	9/9/08	A10119-092

**Serving your Signage needs Since 1952**

**STEIN SIGNS DISPLAY**

1-888-886-4616

**SPECIFICATIONS**

- \* 2 - 3" x 7" x 8' 6" FLAT (25) ALUMINUM FACE PAINTED BURNISHED & BURNISHED WORKER (104) DEEP COCKE WITH A STUCCO FINISH (STUCCO FINISH TO MATCH CUSTOMER'S SAMPLE)
- NEG-BROOKWOOD STROKE: ROUTED LETTERS & BACKED WITH 2447 WHITE PLY WITH 3635-222 PERFECT BLACK VINYL APPLIED TO FIRST SURFACE
- CHANNEL PAINTED WITH PANTON LUMPS
- \* 2 - 17" SIMONSON CHANNEL LETTERS MOUNTED TO ALUMINUM FACE
- (1063) ALUMINUM BACKS PAINTED BENJAMIN MOORE E-22 COTTAGE RED
- (118) CLEAR PLEX FACES
- \* (104) ALUMINUM RETURN'S PAINTED BENJAMIN MOORE E-22 COTTAGE RED (INSIDE & OUTSIDE) WITH WEEP HOLES
- SURROUND TRIMCAP
- ALUMINATED WITH AN OUTLINE OF BURN BURN RED NEON
- \* 2 - 3" x 7" x 8' 6" PERMETER CHANNEL CAN MOUNTED TO ALUMINUM FACE
- (1080) ALUMINUM BACK PAINTED BENJAMIN MOORE E-22 COTTAGE RED
- (118) CLEAR PLEX FACE
- \* (104) ALUMINUM RETURN'S WITH WEEP HOLES (OUTSIDE WILL BE PAINTED) BURNISHED & INSIDE PAINTED BENJAMIN MOORE E-22 COTTAGE RED
- BLACK TRIMCAP
- ALUMINATED WITH 1 STROKE OF BURN BURN RED NEON
- \* 2 - 3" x 7" x 8' 6" PERMETER CHANNEL CAN MOUNTED TO ALUMINUM FACE
- (118) CLEAR PLEX FACE
- \* (104) ALUMINUM RETURN'S PAINTED WITH WEEP HOLES (OUTSIDE WILL BE PAINTED) BURNISHED & INSIDE PAINTED PMS 1231
- BLACK TRIMCAP
- ALUMINATED WITH 1 STROKE OF BURN BURN RED NEON
- WAVED 120V - 60W WITH ELECTROBOTS
- \* 3 - 9' 6" REVEAL PAINTED BENJAMIN MOORE AIGOB DEEP COCKE WITH A STUCCO FINISH (STUCCO FINISH TO MATCH CUSTOMER'S SAMPLE)
- 4' 1" x 9' 9" DARK UNIT
- MODEL NUMBER: AF 3400 32480 34-K
- RDU CONTROLLED TO BUILDING WITH TEMP SENSORS
- \* 3 - 9' 6" REVEAL PAINTED BENJAMIN MOORE AIGOB DEEP COCKE WITH A STUCCO FINISH (STUCCO FINISH TO MATCH CUSTOMER'S SAMPLE)
- \* 2 - 14" x 57" FLAT CLEAR (118) POLYCARBONATE PROPOPI PANEL WITH WHITE BACKGROUND 3630-69 QUIRKYWOOD BRONZE VINYL & SKYU 28-028N VANT
- DIESEL: WHITE BACKSPRAN
- \* 18" GASOLINE: OXYLAMASTER PETROLEUM PECKER
- MODEL NUMBER: DF-2000-18-R-N-A-D
- \* 18" DIESEL: DANIAMASTER PETROL BLUE PECKER
- MODEL NUMBER: DF-2000-18-G-N-A-D
- \* BENJAMIN MOORE #104 B DEEP COCKE WITH A STUCCO FINISH (STUCCO FINISH TO MATCH CUSTOMER'S SAMPLE)

**PLEASE SIGN & FAX TO: (605) 882-7040**

CUSTOMER APPROVAL:	DATE:
DRAWN BY: ML	REVISION #: 7/9/26/08
SALES ORDER #:	

**ATTACHMENT B**

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

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

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.

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:



3

Office of the City Attorney

City Attorney  
Erik R. Johnson

Assistant City Attorney  
Nancy J. Morris

June 14, 2018

City Commissioners  
200 North Third Street  
Fargo, ND 58102

RE: William Wischer--approval as Assistant City Attorney and City Prosecutor

Dear Commissioners:

I would appreciate your consent and approval of the appointment by me of William Wischer as a city prosecutor and assistant city attorney, as authorized by N.D.C.C. §40-20-02.

**SUGGESTED MOTION:** I move to consent and approve the appointment of William Wischer as a city prosecutor and as an assistant city attorney.

Sincerely,

A handwritten signature in black ink, appearing to be "ERIK R. JOHNSON", with a long horizontal line extending to the right.

Erik R. Johnson



4

**CITY OF FARGO  
GENERAL FUND - BUDGET TO ACTUAL  
THROUGH MAY 31, 2018  
(UNAUDITED)**

	<b>2018 BUDGET</b>	<b>2018 ACTUAL</b>	<b>VARIANCE</b>
<b>REVENUES:</b>			
Taxes	\$ 24,122,156	\$ 25,052,965	\$ 930,809
Licenses & Permits	1,567,475	2,077,420	509,945
Fines & Traffic Tickets	845,200	735,656	(109,544)
Intergovernmental Revenue	5,698,848	5,017,908	(680,940)
Charges for Services	5,352,679	4,402,879	(949,800)
Interest	1,980,535	2,287,912	307,377
Miscellaneous Revenue	390,650	314,804	(75,846)
Transfers In	7,140,990	6,024,303	(1,116,687)
<b>Total Revenues</b>	<b>\$ 47,098,533</b>	<b>\$ 45,913,847</b>	<b>\$ (1,184,686)</b>
<b>EXPENDITURES:</b>			
City Administrator	\$ 2,917,666	\$ 2,868,685	\$ 48,981
Finance	2,879,262	2,670,592	208,670
Planning & Development	1,502,674	1,325,550	177,124
Transit	3,050,173	2,916,063	134,110
Public Works	6,557,882	6,376,875	181,007
Fire Department	5,697,724	5,361,786	335,938
Police	8,901,385	8,343,724	557,661
Health	4,371,839	4,307,630	64,209
Library	1,772,998	1,822,007	(49,009)
Commission	272,911	277,275	(4,364)
Civic Center	212,217	185,752	26,465
Social Services	358,400	324,860	33,540
Capital Outlay	499,313	325,829	173,484
Vehicle Replacement/IT	909,861	354,047	555,814
Contingency	410,633	6,336	404,297
Transfers Out	3,076,151	3,181,447	(105,296)
<b>Total Expenditures</b>	<b>\$ 43,391,089</b>	<b>\$ 40,648,458</b>	<b>\$ 2,742,631</b>
<b>Excess of Revenue Over (Under) Expenditures</b>	<b>\$ 3,707,444</b>	<b>\$ 5,265,389</b>	<b>\$ 1,557,945</b>

5

## MEMORANDUM

---

---

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: STEVEN SPRAGUE, CITY AUDITOR**

**SUBJECT: 2018-2019 ALCOHOL BEVERAGE AND LIVE ENTERTAINMENT  
LICENSE RENEWAL**

**DATE: JUNE 18, 2018**

---

---

Attached is a list of 191 alcoholic beverage establishments seeking renewal of their Liquor and Live Entertainment licenses through June 30, 2019. These licenses are eligible for renewal subsequent to all requirements being fulfilled.

All food and alcohol sales ratio reports are on file in the Auditor's Office and may be reviewed upon your request.

The licenses are eligible for renewal after fulfilling the renewal requirements. The renewal requirements include:

- Completion and submission of license renewal form
- Submission of a current roster including hiring date
- All servers and wait staff must have attended server training
- Attend required mandatory annual meeting
- Submission of a CPA statement or sales tax forms indicating the food percentage has been met (where applicable)

If you have any questions regarding this matter, please feel free to contact me.

**Recommended Motion:**

Approve the renewal of the attached Liquor and Live Entertainment licenses until June 30, 2019, upon the condition that all of the essential requirements for renewal are present by June 30, 2018.

<b>Business Name</b>	<b>Building Location</b>	<b>License Class</b>
Buffalo Wild Wings Grill & Bar	1501 42 St SW	A
Cowboy Jacks	506 Broadway N	A
Paradiso	801 38th Street South	A
Red Lobster #309	4215 13th Avenue South	A
Slammers Bar	707 28 Ave N	A
Borrowed Bucks	1201 Westrac Drive	A
Sky Dine Services	2801 32 Ave N	A
Hennessy's Irish Pub	4323 45 St S #101	A
Firebox	503 7 St N, Suite 3	A
SideStreet Grille & Pub	404 4 Ave N	A
Bismarck Tavern	522 Broadway	AB
Bowler	2630 University Dr S	AB
West Acres Bowl	3402 Interstate Boulevard SW	AB
Chubs Pub	421 North University Drive	AB
Duffys	16 12th Street South	AB
Empire Tavern	424 Broadway	AB
Fargo Cork	3301 South University Drive	AB
Bison Turf	1211 North University Drive	AB
The Northern	325 10th Street North	AB
Peppers American Cafe	2510 South University Drive	AB
Ricks Bar	2721 Main Avenue	AB
Rooter's Bar	107 Broadway	AB
Royal Liquors & Woody's Bar	1550 32nd Avenue So	AB
Specks Bar	2611 Main Avenue	AB
Sports Bar	619 NP Avenue	AB
Windbreak Saloon	3150 39th Street SW	AB
Old Broadway Food & Brewing Co	22 Broadway N	AB
Round Up / Royal Liquors and Bar	4501 Urban Plains Dr S	AB
Tailgator/Mom's Kitchen	1322 Main Avenue	AB
Pickled Parrot	505 3 Ave N	AB
Ramada Hotel & Conference	3333 13th Avenue South	ABH
Holiday Inn of Fargo	3803 13th Avenue South	ABH
Baymont Inn & Suites	1340 21 Ave S	ABH
O'Kellys	3800 Main Avenue	ABH
Radisson-Fargo	201 5th Street North	ABH
Select Inn Fargo-Penalty Box	1025 38th Street South	ABH
Fargo Suites	3316 13th Ave S	ABH
Delta Hotels	1635 42nd Street S	ABH
Hilton Garden Inn	4351 17 Ave S	ABH
Porter Creek Hardwood Grill	1555 44 St S	ABH
Homewood Suites by Hilton	2021 16 St N	ABH-Limited
Staybridge Suites Hotel	4300 20 Ave S	ABH-Limited
Candlewood Suites	1831 NDSU Research Park Dr	ABH-Limited
Expressway Suites	4303 17 Ave S	ABH-Limited
La Quinta Inn & Suites	2355 46 St S	ABH-Limited
Best Western Plus Kelly Inn & Suites	1767 44th St S	ABH-Limited

Fargo Residence Inn	4335 23 Ave S	ABH-Limited
Holiday Inn Express-West Acres	1040 40 St SW	ABH-Limited
Holiday Inn Express I-94	4711 19 Ave S	ABH-Limited
Hawthorn Suites by Wyndham	4014 17 Ave S	ABH-Limited
AmericInn Fargo	4325 23 Ave S	ABH-Limited
Hotel Donaldson	101 Broadway	ABH-RZ
JL Beers	4240 32 Ave S	AB-M
Happy Harry's Bottle Shop	4001 53 Ave S	AB-M
El Zagal	1429 3rd Street North	AC
Fargo Country Club	509 26th Avenue South	AC
Sons of Norway	722 2nd Avenue North	AC
Amvets	1001 1st Avenue South	AC
The Stage at Island Park, FMCT	333 4th St S	AC
Fargo-Moorhead Curling Club	4300 23 Ave S	AC
Elks	3435 North Broadway	AC
VFW	202 Broadway N	AC
Royal Liquors (Main Ave)	1606 Main Avenue	B
Bernie's Wines & Liquors	1557 South University Drive	B
Northport Liquors	2726 North Broadway	B
Main Liquors	4000 Main Avenue	B
Empire Liquors West	4861 13 Ave SW	B
Steve's Package Store	524 4 St N	B
Royal Liquors 25th St	3051 25 St S Unit C	B
Cash Wise Liquor	1414 34 St S	B
Stamart Liquor	3220 12 Ave N	B-Limited
Hornbacher's Wine & Spirits	4101 13 Ave S	B-Limited
Cash Wise Liquor 2	4985 Timber Parkway S	B-Limited
Lakemode Liquors	4265 45 St S Suite 121	B-Limited-M
Bottle Barn Liquors	2515 Univ Dr S	B-M
Happy Harry's Bottle Shop	1621 45 St SW	B-M
Happy Harry's Bottle Shop	1125 19 Ave N	B-M
Spirit Shop	1404 33 St S	B-M
Fargo Brewing Company	610 N University Dr	C-M
Fargo Brewing Company Ale House	4445 17 Ave S, Suite #3	C-M
Front Street Taproom	614 Main Ave	CW-M
Kilstone Brewing North	222 Broadway North	CW-M
Wild Terra Cider and Brewing Company	6 12 St N	CWP
Proof Artisan Distillers	414 4 Ave N	DD
Mexican Village	814 Main Avenue	F
Famous Dave's BBQ	2581 45th Street SW	F
Acapulco Mexican Restaurant, Inc	1150 36 St S	F
Cajun Cafe	1324 25 Ave S	F
Kobe's Japanese Cuisine	4228 15 Ave S	F
Garden Pavilion/One on One Catering	1421 7 Ave N	F
Marlin's Family Restaurant	3520 12 Ave N	F
Osaka Sushi and Hibachi	1111 38 St S	F
Mangos Mexican & American Grill	2901 Main Ave	F



Lucy's North China Cuisine	4323 45 St S Ste 105	F
Izumi Sushi and Hibachi All You Can Eat	5675 26 Ave S, Suite 108-112	F
Chipotle Mexican Grill	1680 45 St S	F
Izumi Sushi and Hibachi Buffet	5050 13 Ave S Ste 5	F
Wasabi/Poke Bowl	506 2 Ave N	F
Doolittles Woodfire Grill	2112 25 St S	FA
Olive Garden Italian Restaurant #1188	4339 13th Avenue SW	FA
Avalon Event Center West	2525 9th Ave S	FA
Old Chicago	2551 45th Street South	FA
Chilis	3902 13th Avenue SW	FA
Applebees Neighborhood Bar and Grill	2350 45 St S	FA
Buffalo Wild Wings Grill & Bar	1515 19th Avenue North	FA
Crooked Pint Ale House	3340 13th Avenue South	FA
Space Aliens Grill & Bar	1840 45th Street SW	FA
Mexican Village	3155 45 St S	FA
Sickie's Garage	3431 Fiechtner Dr S	FA
Johnny Carino's	4410 17 Ave S	FA
Texas Roadhouse	4971 13 Ave S	FA
Applebee's Neighborhood Grill	2001 16 St N	FA
Applebee's Neighborhood Grill & Bar	2800 13 Ave S	FA
Ruby Tuesday	2535 23 Ave S	FA
Lucky's 13 Pub	4301 17 Ave S	FA
LongHorn Steakhouse #5432	4410 13th Ave S	FA
Luna Coffee	1545 University Dr S	FA
Herd & Horns	1414 12 Ave N Suite F	FA
Four Points by Sheraton	5064 23 Ave S	FA
Barbacoa	3241 42 St S	FA
Wild Bill's Sports Saloon	1776 45 ST S	FA
Grazies Italian Grill	2000 44 St SW	FA
The Tavern Grill	3233 45 St S	FA
47° North	4281 45 St S	FA
North 46 Pint & Provisions	635 2 Ave N	FA
Fargo Billiards	3234 43 St S	FA-Entertainment
Seasons At Rose Creek	1500 Rose Creek Parkway	FA-Golf
Divot's at Edgewood	19 Golf Course Ave NE	FA-Golf
9 Iron Bar & Grill	4400 Clubhouse Dr	FA-Golf
Granite City Food & Brewery	1636 42nd Street SW	FA-M
Vinyl Taco	520 1 Ave N	FA-RZ
Mezzaluna	309 Roberts St N	FA-RZ
Rosey's Bistro	212 Broadway, Suite 103	FA-RZ
Toasted Frog	305 Broadway N	FA-RZ
The Boiler Room	210 N Broadway Suite 90	FA-RZ
Pounds	612 1 Ave N	FA-RZ
Twist	220 Broadway N	FA-RZ
Rhombus Guys	606 Main Ave	FA-RZ-M
Wurst Bier Hall	630 1 Ave N Suite 1	FA-RZ-M
JL Beers	518 1st Ave N	FA-RZ-M

Nail Deluxe	4302 13 Ave S, Suite 5	G
Fargo HuHot Mongolian Grill	1801 45 St S Unit J	GH
Sammys Pizza	301 Broadway	GH
Santa Lucia Family Restaurant	1109 38 St S	GH
VIP Room & Catering	624 Main Avenue	GH
Plains Art Museum	704 1st Avenue North	GH
Passage to India	855 45 St S Suite 3A	GH
Toscana	202 Broadway N	GH
Leela Thai Cuisine LLC	1450 25 St S	GH
Super Buffet & Mongolian Grill	1000 45 St S Ste 100	GH
Nichole's Fine Pastry	13 S 8th St	GH
Drunken Noodle	623 NP Ave	GH
The Nail Bar	505 Broadway N	GH
Samurai Japanese Cuisine	1775 45 St S Suite B	GH
India Palace	5050 13th Ave S Ste #3	GH
Square One	1407 1 Ave N	GH
Blackbird Woodfire	206 Broadway	GH
Uncle Maddios Pizza Joint	1690 45 St S, Suite 2	GH
Himalayan Yak	1450 25 St S #160	GH
Blaze Pizza	1443 42 St S	GH
Daran's Southern Soul Food	30 University Drive N	GH
Deep Blue Seafood	4480 23 Ave S Suite 4	GH
Happy Joes Pizza	2511 South University Drive	H
Chuck E. Cheese	1202 Nodak Drive	H
Side Show Café	901 25 St S	H
Pizza Ranch	4480 23 Ave S Suite A	H
Spicy Pie	322 Broadway N Ste A	H
SmashBurger	1801 45 St SW	H
Panthero's Mexican Grill	4761 13 Ave S Ste C	H
Spicy Pie	2640 52 Ave S	H
Hair Salon	1801 45 St S Suite L1	H
Hi-Ho South	3051 25th Street SW	I
Fargo Stopping Center	4510 19 Ave S	I
Golf Addiction	4474 23 Ave S	I-Entertainment
Auger Inn All Ranks Club	Hector Field	J
F-M Red Hawks	1515 15th Ave North	N
FargoDome	1800 North University Drive	N
Concessions Management	5225 31 Ave S	N
Prairie Rose Meadery LLC	3101 39 St S, Suite E	P
Sanctuary Event Center	670 4 Ave N	RZ-V
Drekker Brewing Co	630 1 Ave N Suite 6	Y
Kilstone Brewing	764 34 St N, Suite R	Y
Prairie Brothers Brewing Company	4474 23 Ave S, Suite 9	Y
Fort Nok's	52 Broadway	Z
Dempsey's Public House	226 Broadway	Z
Shotgun Sally's Rock N Roll Saloon	1515 42 Street South	Z
The Bulldog Tap	4265 45 St S Suite 161	Z

Labby's Grill & Bar	1100 19 Ave N	Z
Nobull Country Club	609 NP Ave	Z
Frank's Lounge	2640 52 Ave S Suite A	Z
District 64	64 Broadway N	Z



**GAMING SITE AUTHORIZATION**  
 OFFICE OF ATTORNEY GENERAL  
 SFN 17996 (02/2018)



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

Full, Legal Name of Gaming Organization **Sts. Anne & Joachim Catholic Church**

**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 <b>Sts. Anne and Joachim Catholic Church</b>			
Street <b>5202 25th Street South</b>	City <b>Fargo</b>	ZIP Code <b>58104</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>8/1/18</b>	Ending Date(s) Authorized <b>6/30/19</b>	Number of twenty-one tables if zero, enter "0":	
Specific location where games of chance will be conducted and played at the site (required) <b>Social Hall</b>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known <b>Unknown; Mid November 2018 Antcipated</b>			

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

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date 6/18/18
<b>PRINT</b> Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	

**INSTRUCTIONS:**

1. City/County-Retain a **copy** of the Site Authorization for your files.
2. City/County-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)

\$25.00  
cc 8917  
4-7-18

7a

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

Name of Non-profit Organization <b>FM AM Rotary Club</b>	Date(s) of Activity <b>9/10/18 to 2/3/19</b>	For a raffle, provide drawing date(s):	
Person Responsible for the Gaming Operation and Disbursement of Net Income <b>Kayla Beehler</b>	Title <b>Fundraising Chair</b>	Business Phone Number <b>701-809-6241</b>	
Business Address <b>PO Box 9359</b>	City <b>Fargo</b>	State <b>ND</b>	Zip Code <b>58106</b>
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted <b>Delta by Marriott</b>	Site Address <b>1635 42nd. ST. S.</b>		
City <b>Fargo</b>	State <b>ND</b>	Zip Code <b>58103</b>	County <b>CASS</b>
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit. <input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input checked="" 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	
	Monday night Football		
	each book \$25 <sup>00</sup>		
	Have a chance to win \$50 <sup>00</sup>		
	each Monday Night Football		
	for a total of 17 games.		
	\$50 <sup>00</sup> Halftime Super Bowl +		
	\$100 <sup>00</sup> Finale Score		
			(Limit \$12,000 per year)
			Total: \$ 8,000

Intended uses of gaming proceeds: Philanthropic activities

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	Date	Title	Business Phone Number
	6/7/18	Fundraising Chair	701-809-6241

76

\$25.00  
CC 8317  
6-6-18



**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 Fargo Moorhead Derby Girls	Date(s) of Activity 7/14/2018 to 7/14/2018	For a raffle, provide drawing date(s): 7/14/2018	
Person Responsible for the Gaming Operation and Disbursement of Net Income Elizabeth Mieke	Title Treasurer	Business Phone Number (218) 979-9303	
Business Address 3302 Interstate Blvd	City Fargo	State ND	Zip Code 58103-0000
Mailing Address (if different) Po Box 10644	City Fargo	State ND	Zip Code 58106-0000
Name of Site Where Game(s) will be Conducted Southwest Hockey Arena	Site Address 4404 23rd Ave Sw		
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
50/50 Raffle	Cash	\$150.00			
Total:					\$ 150.00

(Limit \$12,000 per year)

Intended uses of gaming proceeds: Given to the charity "YWCA Cass Clay"

---

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: \$ 600.00 is amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official 	Date 6/6/2018	Title Treasurer	Business Phone Number (218) 979-9303
--	------------------	--------------------	---

70



**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 <b>Jefferson School</b>		Date(s) of Activity <b>June 28<sup>th</sup> 2018</b>		For a raffle, provide drawing date(s):	
Person Responsible for the Gaming Operation and Disbursement of Net Income <b>Laura Sokolofsky</b>		Title		Business Phone Number <b>701 476 6753</b>	
Business Address		City		State	Zip Code
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted <b>Oak Grove Park</b>		Site Address <b>144 So Terrace N</b>			
City <b>Fargo</b>		State <b>ND</b>	Zip Code <b>58103</b>	County <b>Cass</b>	
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
<b>50/50</b>	<b>Cash</b>	<b>500<sup>00</sup></b>			
Total:					(Limit \$12,000 per year) <b>\$ 500<sup>00</sup></b>

Intended uses of gaming proceeds: **Donation to Another Non Profit**

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 <b>[Signature]</b>	Date <b>6/7/18</b>	Title <b>School Counselor</b>	Business Phone Number <b>701 361-4453</b>
--	-----------------------	----------------------------------	--

7d

\$25.00  
CC 9184  
6-11-18



**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 Shriner - Provost Guard		Date(s) of Activity to	For a raffle, provide drawing date(s) 9/6/18	
Person Responsible for the Gaming Operation and Disbursement of Net Income Jeff Woods		Title Brstube Chair	Business Phone Number (701) 235-7521	
Business Address 1429 3rd Street North		City Fargo	State ND	Zip Code 58102-2798
Mailing Address (if different)		City	State	Zip Code
Name of Site Where Game(s) will be Conducted El Zagal Shrine		Site Address 1429 3rd Street North		
City Fargo		State ND	Zip Code 58102-2798	County

Check the Game(s) to be Conducted: \*Poker, twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.

Bingo     Raffle     Raffle Board     Calendar Raffle     Sports Pool     Poker \*     Twenty-one \*     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	Cash	500			
Raffle	TV	500			
Raffle	Gun	500			

Total: (Limit \$12,000 per year) \$ 1500

Intended uses of gaming proceeds: \_\_\_\_\_

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 1-800-328-9240.

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 pormit 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: \$ 3200 . This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official H. Stanton	Date 9/11/18	Title Past Potentate	Business Phone Number 701-238-7299
--	-----------------	-------------------------	---------------------------------------



7e

\$25.00  
cash



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: Fargo North H.S. Date(s) of Activity: 8-28-18 to 5-25-18 For a raffle, provide drawing date(s):

Person Responsible for the Gaming Operation and Disbursement of Net Income: Travis Christensen Title: Activities Coordinator Business Phone Number: 701-446-2407

Business Address: 801 17th Ave. N City: Fargo State: ND Zip Code: 58102

Mailing Address (if different): City: Fargo State: ND Zip Code: 58102

Name of Site Where Game(s) will be Conducted: Fargo Coliseum Site Address: 807 17th Ave N. City: Fargo State: ND Zip Code: 58102 County: Cass

Check the Game(s) to be Conducted: \*Poker, Twenty-one, and Paddlewheels may be conducted only by a Charity Local Permit.

Bingo  Raffle  Raffle Board  Calendar Raffle  Sports Pool  Poker \*  Twenty-one \*  Paddlewheels \*

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
	50/50 raffles held on dates listed on attachment. Average winnings per event are \$100.	
	20 total events = estimated total prize value of \$2000	
	Boys + Girls Hockey	

Game Type	Description of Prize	Retail Value of Prize

Total: \$ (Limit \$12,000 per year)

Intended uses of gaming proceeds: Proceeds go to funding various athletic programs

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: [Signature] Date: 6-11-18 Title: Activities Coordinator Business Phone Number: 701-446-2407

7f

\$25,000 cash



**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 <b>Fargo North H.S.</b>		Date(s) of Activity <b>8-23-18 to 5-25-18</b>		For a raffle, provide drawing date(s):	
Person Responsible for the Gaming Operation and Disbursement of Net Income <b>Travis Christensen</b>		Title <b>Activities Coordinator</b>		Business Phone Number <b>701-446-2407</b>	
Business Address <b>801 17th Ave. N</b>		City <b>Fargo</b>		State Zip Code <b>ND 58102</b>	
Mailing Address (if different)		City <b>Fargo</b>		State Zip Code <b>ND 58102</b>	
Name of Site Where Game(s) will be Conducted <b>Fargo North High School</b>		Site Address <b>801 17th Ave. N</b>			
City <b>Fargo, ND</b>		State Zip Code <b>ND 58102</b>		County <b>Cass</b>	
Check the Game(s) to be Conducted. *Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.					
<input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input checked="" type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

**DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED**

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
	<b>50/50 raffles held on dates listed on attachment. Average winnings per event are \$100.</b>				
	<b>56 total events = estimated total prize value of \$5600<sup>ea</sup></b>				
	<b>Varsity Football, Soccer, Volleyball, Swim, Basketball &amp; Dance</b>				

Total: \$ (Limit \$12,000 per year)

Intended uses of gaming proceeds: Proceeds go to funding various athletic programs

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>[Signature]</i>	Date <b>6-11-18</b>	Title <b>Activities Coordinator</b>	Business Phone Number <b>701-446-2407</b>
--	------------------------	--	--



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

79

✓ 3150  
 6/12/18

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

Name of Non-profit Organization <b>Steve Weidner FM Junior Tour</b>		Date(s) of Activity <b>June 30</b> <b>July 1, 2018 to 2019</b>		For a raffle, provide drawing date(s):	
Person Responsible for the Gaming Operation and Disbursement of Net Income <b>Shelley Weidner</b>		Title <b>chairman</b>		Business Phone Number <b>701 237-6746</b>	
Business Address <b>509 26<sup>th</sup> Ave South</b>		City <b>Fargo</b>		State <b>ND</b>	Zip Code <b>58103</b>
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted <b>Fargo Country Club</b>		Site Address <b>509 26<sup>th</sup> Ave S.</b>			
City <b>Fargo</b>		State <b>ND</b>	Zip Code <b>58103</b>	County <b>CASS</b>	
Check the Game(s) to be Conducted: *Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.					
<input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input checked="" type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

**DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED**

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle Boards	Merchandise Gift Certificates				
	(no one prize greater than \$2500.00)	\$10,000			
	Cash prize	\$2,000			
	(no one prize greater than \$1,000.00)				
TOTAL OF 16 EVENTS FOR PERIOD July 1, 2018 - June 30, 2019					
NUMBER OF EVENTS DETERMINED BY WEATHER.					
					(Limit \$12,000 per year) Total: <b>\$12,000.00</b>

Intended uses of gaming proceeds: Promote Junior Golf

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 <b>Shelley Weidner</b>	Date <b>6/6/2018</b>	Title <b>Chairman</b>	Business Phone Number <b>701 237-6746</b>
--	-------------------------	--------------------------	--



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

7h

✓ 1040  
 25.00  
 6/13/18

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

Name of Non-profit Organization Villa Nazareth dba CHI Friendship	Date(s) of Activity Nov 2 to Nov 2	For a raffle, provide drawing date(s): November 2, 2018	
Person Responsible for the Gaming Operation and Disbursement of Net Income Dori Leslie	Title Vice President	Business Phone Number 701-235-8217	
Business Address 801 Page Drive	City Fargo	State ND	Zip Code 58103
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted CHI Friendship	Site Address 801 Page Drive		
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	Visa Gift Card	\$100.00			
Raffle	Visa Gift Card	\$100.00			
Raffle	Visa Gift Card	\$50.00			
Raffle	Visa Gift Card	\$50.00			
Raffle	Visa Gift Card	\$50.00			
Raffle	Visa Gift Card	\$50.00			
Raffle	Visa Gift Card	\$50.00			
Raffle	Visa Gift Card	\$50.00			
<b>Total:</b>					(Limit \$12,000 per year) \$ 500.00

**Intended uses of gaming proceeds:** Provide Christmas gifts for the people we support (people with developmental disabilities)

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>Dori Leslie</i>	Date 6/12/2018	Title Controller	Business Phone Number (701) 235-8217
--	-------------------	---------------------	---



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

8

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

**M E M O R A N D U M**

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: JUNE 7, 2018**

**RE: SCHOOL CONTRACTS**

The attached contracts with Mapleton School District for \$1,629.34 and Northern Cass School for \$43,976.39 are for nursing services for the 2018-2019 school year.

No budget adjustments are required for these contracts.

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

**Suggested Motion:** Move to approve the school contracts for nursing services for the coming school year.

RR/LA  
Enclosures

**PURCHASE OF SERVICE AGREEMENT  
MAPLETON SCHOOL DISTRICT**

Whereas the Mapleton School District hereinafter referred to as District, has agreed to purchase the services described in the "Scope of Service" (Attachment A); and

Whereas, Fargo Cass Public Health, 1240 25<sup>th</sup> Street South, Fargo, North Dakota 58103-2367 hereinafter referred to as Provider desires to provide the services described in the "Scope of Services" (Attachment A):

Now, therefore the District and the Provider enter into the following:

**I. TERMS OF CONTRACT**

The term of this contract shall be for school year 2018-2019, beginning on July 1, 2018 and ending on June 30, 2019. This contract may be renewed for subsequent school years by written agreement of the parties. Provided, that either party may terminate this contract at any time upon thirty (30) days written notice to other.

**II. TERMINATION**

In the event the agreement is terminated, the termination shall be without prejudice to any obligations or liabilities of either party for services provided prior to such termination.

**III. SCOPE OF SERVICE**

The Provider agrees to provide services in accordance with documentation in this contract.

**IV. COMPENSATION**

1. The District agrees to reimbursement for service in accordance with the agreed upon charges in this contract (Attachment B). The billing will occur monthly, at the previously determined rate of 63 percent for the district and 37 percent for the provider. The hours to be billed will include the scheduled nursing time, any annual or sick leave taken by the nursing personnel and holiday pay as determined by the City of Fargo.
2. The provider will attempt to get substitute nursing coverage, when the regularly scheduled nurse is on an extended leave.

**V. CHANGES**

No change or amendment to this agreement may be made unless made in writing signed by the parties.

**VI. NO GRANT OF AUTHORITY TO CONTRACT ON BEHALF OF THE DISTRICT**

No part of this agreement shall be construed to grant to the Provider any authority to contract for on behalf of or incur obligations on behalf of the District.

**VII. AUTHORITY TO SUBCONTRACT**

The Provider may subcontract with qualified providers of services, provided that any 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. INDEPENDENT CONTRACTOR**

The Provider is performing the duties under this agreement as an independent contractor. No part of this agreement, or the arrangements made by the parties to perform this agreement, shall be construed as creating an employer/employee relationship.

**IX. COPYRIGHT**

The District reserves a right to copy or reproduce any materials created or produced, by the Provider, in performance of this agreement except with confidential information.

**X. AGREEMENT CONSTITUTES CONTRACT**

This agreement shall constitute the entire contract, between the parties, for performance of the Scope of Service. There are no other agreements, either verbal or written, that alters or affects this agreement.

**XI. PROVIDER ASSURANCES**

The Provider agrees to comply with the applicable provider Assurances hereto attached, on Attachment C.

**XII. INTEGRATION AND MODIFICATION**

This contract constitutes the entire agreement between the Provider and the District. 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.

**XIII. 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.

**XIV. ACCESS TO RECORDS**

Fargo Cass Public Health and the North Dakota State Health Department, and their duly authorized representatives, shall have access to the books, documents, paper and records of the District which are pertinent, as determined by Fargo Cass Public Health, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

**XV. RETENTION OF RECORDS**

The Provider agrees to retain financial and program records.

**XVI. CONFIDENTIALITY**

The Provider will not, except upon the written consent of the recipient's 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 District or the Provider's responsibilities with respect to services purchased hereunder. The District acknowledges their role in abiding by the adherence to FERPA regulations relative to educational records confidentiality in order to protect student privacy. The consequences of failing to comply with FERPA must be borne by the School District and not Fargo Cass Public Health.

**XVII. APPLICABLE LAW**

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

**XVIII. CAPTIONS**

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

**XIX. 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.

**XX. 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.



**XXI. 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.

**XXII. SUCCESSORS IN INTEREST**

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

**XXIII. SEVERABILITY**

The parties agree that any term or 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.

**XXIV. WAIVER**

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

**XXV. 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 modification or change, if made, shall be effective only the specific instance and for the specific purpose given. There are no understandings, agreements, or representatives, 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.

**XXVI. INDEMNIFICATION AND HOLD HARMLESS**

The District hereby agrees to indemnify and hold the Provider, its officers, agents, employees, and members, harmless from any and all claims, demands and causes of action which may be asserted against the Provider as a result of the rendering of any of the services by the Provider which are described in this Agreement. The obligation of the District under the terms of this provision shall include the duty to provide a legal defense of such claims; provided that this provision shall not be construed to require reimbursement of any legal expenses incurred by the District, without prior written approval of the District.

**XXVII. COMPLIANCE WITH LAWS**

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

**XXVIII. NON-DISCRIMINATION**

The Provider 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 Provider are obligated to abide by the provisions of their federal laws. Questions concerning the contractor's or provider's obligations under these acts may be directed to the Provider'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, Colorado 82094.

SERVICES PROVIDED: See Attachment A (Goals and Objectives)

REIMBURSEMENT: See Attachment B (Budget)

**PROVIDER-FARGO CASS PUBLIC HEALTH**

**MAPLETON SCHOOL DISTRICT**

\_\_\_\_\_  
MAYOR, CITY OF FARGO



\_\_\_\_\_  
SIGNATURE  
AGENCY REPRESENTATIVE

\_\_\_\_\_  
DATE



\_\_\_\_\_  
TITLE

  
\_\_\_\_\_  
DIRECTOR OF PUBLIC HEALTH

5/31/18  
\_\_\_\_\_  
DATE

6/6/18  
\_\_\_\_\_  
DATE

## ATTACHMENT A

### SCHOOL HEALTH PROGRAM A COLLABORATIVE PROGRAM BETWEEN MAPLETON SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH

**PURPOSE:** The purpose of this partnership is to share expertise, time, energy, and economic resources to coordinate and provide a comprehensive health program in our school community.

**GOALS:** The goal of this program is to provide Public Health School Nurse services to all components of the Mapleton Schools health program: education, environment and services.

- A. Improve the student and family access to community health services.
- B. Improve the early identification and referral of students experiencing unresolved vision issues.
- C. Determine the current compliance rate for immunizations.
- D. Provide consultation on student health issues as requested per school staff.

**OBJECTIVES:**

The Public Health School Nurse is a liaison between education and health care and will provide a link between the school, home and community. The nurse will:

- A. Deliver health services  
The nurse will deliver health services related to immunizations compliance and vision screening.
- B. Advocate for the health rights of children  
The nurse will act as an advocate for the health rights of children and their families both within the school and between the school and community.
- C. Provide health consult for individuals and groups  
The nurse will provide health counseling and guidance for the client system on an individual basis or within a group setting.
- D. Provide health education  
The nurse will participate in health education program activities for children, youth, school personnel, and the community.

**ATTACHMENT B  
2018-2019  
SCHOOL HEALTH SERVICES BUDGET**

<b>MAPLETON SCHOOL DISTRICT PROPOSED FUNDING FOR SCHOOL HEALTH SERVICES</b>	<b>AMOUNT</b>
1.5 RN HOURS /WEEK X 35 WEEKS AT \$41.48 /HOUR	\$2,177.70
5 RN HOURS/YEAR FOR EXTRA ACTIVITIES AT \$41.48/HOUR	\$207.40
4 HOURS OF ADMINISTRATIVE NURSING SUPPORT AT \$50.29/HOUR	\$201.16
<b>TOTAL</b>	<b><u>\$2,586.26</u></b>
DISTRICT PORTION AT 63 % OF \$2,586.26	\$1,629.34
PROVIDER PORTION AT 37% OF \$2,586.26	\$956.92
<b>TOTAL FOR DISTRICT</b>	<b>\$1,629.34</b>

## ATTACHMENT C

### 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 the 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 11246, as amended by Executive Order No. 11375, which prohibit 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 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.

**PURCHASE OF SERVICE AGREEMENT  
NORTHERN CASS SCHOOL DISTRICT**

Whereas the Northern Cass School District hereinafter referred to as District, has agreed to purchase the services described in the "Scope of Service" (Attachment A); and

Whereas, Fargo Cass Public Health, 1240 25<sup>th</sup> Street South, Fargo, North Dakota 58103-2367 hereinafter referred to as Provider desires to provide the services described in the "Scope of Services" (Attachment A):

Now, therefore the District and the Provider enter into the following:

**I. TERMS OF CONTRACT**

The term of this contract shall be for school year 2018-2019, beginning on July 1, 2018 and ending on June 30, 2019. This contract may be renewed for subsequent school years by written agreement of the parties. Provided, that either party may terminate this contract at any time upon thirty (30) days written notice to other.

**II. TERMINATION**

In the event the agreement is terminated, the termination shall be without prejudice to any obligations or liabilities of either party for services provided prior to such termination.

**III. SCOPE OF SERVICE**

The Provider agrees to provide services in accordance with documentation in this contract.

**IV. COMPENSATION**

1. The District agrees to reimbursement for service in accordance with the agreed upon charges in this contract (Attachment B). The billing will occur monthly, at the previously determined rate of 63 percent for the district and 37 percent for the provider. The hours to be billed will include the scheduled nursing time, any annual or sick leave taken by the nursing personnel and holiday pay as determined by the City of Fargo.
2. The provider will attempt to get substitute nursing coverage, when the regularly scheduled nurse is on an extended leave.
3. Northern Cass School has requested an increase in school nursing hours over the original 32 hour per week agreement plus an extra eight hours to use over the school year. Therefore, Northern Cass School agrees to pay 100% (salary plus benefits) of the school nursing hours in excess of 32 hours per week and the extra eight hours, including any overtime accrued in lieu of this request. The school nurse rate for those hours over the originally contracted amount of 32 hours with salary and benefits will be billed at \$44.14.

**V. CHANGES**

No change or amendment to this agreement may be made unless made in writing signed by the parties.

**VI. NO GRANT OF AUTHORITY TO CONTRACT ON BEHALF OF THE DISTRICT**

No part of this agreement shall be construed to grant to the Provider any authority to contract for on behalf of or incur obligations on behalf of the District.

**VII. AUTHORITY TO SUBCONTRACT**

The Provider may subcontract with qualified providers of services, provided that any 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. INDEPENDENT CONTRACTOR**

The Provider is performing the duties under this agreement as an independent contractor. No part of this agreement, or the arrangements made by the parties to perform this agreement, shall be construed as creating an employer/employee relationship.

**IX. COPYRIGHT**

The District reserves a right to copy or reproduce any materials created or produced, by the Provider, in performance of this agreement except with confidential information.

**X. AGREEMENT CONSTITUTES CONTRACT**

This agreement shall constitute the entire contract, between the parties, for performance of the Scope of Service. There are not other agreements, either verbal or written, that alters or affects this agreement.

**XI. PROVIDER ASSURANCES**

The Provider agrees to comply with the applicable provider Assurances hereto attached, on Attachment C.

**XII. INTEGRATION AND MODIFICATION**

This contract constitutes the entire agreement between the Provider and the District. 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.

**XIII. 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.

**XIV. ACCESS TO RECORDS**

Fargo Cass Public Health and the North Dakota State Health Department, and their duly authorized representatives, shall have access to the books, documents, paper and records of the District which are pertinent, as determined by Fargo Cass Public Health, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

**XV. RETENTION OF RECORDS**

The Provider agrees to retain financial and program records.

**XVI. CONFIDENTIALITY**

The Provider will not, except upon the written consent of the recipient's 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 District or the Provider's responsibilities with respect to services purchased hereunder. The District acknowledges their role in abiding by the adherence to FERPA regulations relative to educational records confidentiality in order to protect student privacy. The consequences of failing to comply with FERPA must be borne by the School District and not Fargo Cass Public Health.

**XVII. APPLICABLE LAW**

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

**XVIII. CAPTIONS**

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

**XIX. 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.



**XX. 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.

**XXI. 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.

**XXII. SUCCESSORS IN INTEREST**

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

**XXIII. SEVERABILITY**

The parties agree that any term or 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.

**XXIV. WAIVER**

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

**XXV. 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 modification or change, if made, shall be effective only the specific instance and for the specific purpose given. There are no understandings, agreements, or representatives, 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.

**XXVI. INDEMNIFICATION AND HOLD HARMLESS**

The District hereby agrees to indemnify and hold the Provider, its officers, agents, employees, and members, harmless from any and all claims, demands and causes of action which may be asserted against the Provider as a result of

the rendering of any of the services by the Provider which are described in this Agreement. The obligation of the District under the terms of this provision shall include the duty to provide a legal defense of such claims; provided that this provision shall not be construed to require reimbursement of any legal expenses incurred by the District, without prior written approval of the District.

**XXVII. COMPLIANCE WITH LAWS**

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

**XXVIII. NON-DISCRIMINATION**

The Provider 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 Provider are obligated to abide by the provisions of their federal laws. Questions concerning the contractor's or provider's obligations under these acts may be directed to the Provider'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, Colorado 82094.

SERVICES PROVIDED: See Attachment A (Goals and Objectives)  
REIMBURSEMENT: See Attachment B (Budget)

**PROVIDER-FARGO CASS PUBLIC HEALTH**

**DISTRICT-NORTHERN CASS SCHOOL**

\_\_\_\_\_  
MAYOR, CITY OF FARGO

  
\_\_\_\_\_  
SIGNATURE  
AGENCY REPRESENTATIVE

\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
TITLE

  
\_\_\_\_\_  
DIRECTOR OF PUBLIC HEALTH

6/1/18  
\_\_\_\_\_  
DATE

6/6/18  
\_\_\_\_\_  
DATE

## ATTACHMENT A

### SCHOOL HEALTH PROGRAM A COLLABORATIVE PROGRAM BETWEEN NORTHERN CASS SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH

**PURPOSE:** The purpose of this partnership is to share expertise, time, energy, and economic resources to coordinate and provide a comprehensive health program in our school community.

**GOALS:** The goal of this program is to provide Public Health School Nurse services to all components of the Northern Cass Schools health program: education, environment and services.

- A. Improve the student and family access to community health services.
- B. Improve the early identification, referral, and follow-up of students experiencing unresolved health problems.
- C. Determine the current compliance rate for follow-up on health screening results and on immunization requirements.
- D. Improve the students' access to basic health services at school for first aid symptom management and medications.

**OBJECTIVES:**

The Public Health School Nurse is a liaison between education and health care and will provide a link between the school, home and community. The nurse will:

- A. Manage health care in the school health program  
The nurse will participate in planning, implementation, and evaluation of the program.
- B. Deliver health services  
The nurse will deliver health services to the client system using systematic processes to assess needs, plan interventions, and evaluate outcomes so that high-level wellness can be achieved. The nurse will also monitor follow through related to health referrals.
- C. Advocate for the health rights of children  
The nurse will act as an advocate for the health rights of children and their families both within the school and between the school and community.
- D. Provide health consult for individuals and groups  
The nurse will provide health counseling and guidance for the client system on an individual basis or within a group setting.
- E. Provide health education  
The nurse will participate in health education program activities for children, youth, school personnel, and the community.

## ATTACHMENT B

2018-2019

### SCHOOL HEALTH SERVICES BUDGET

NORTHERN CASS SCHOOL DISTRICT PROPOSED FUNDING FOR SCHOOL HEALTH SERVICES	AMOUNT
32 RN HOURS /WEEK X 35 WEEKS AT \$41.48 /HOUR	\$46,457.60
40 RN HOURS/YEAR FOR EXTRA ACTIVITIES AT \$41.48/HR	\$1,659.20
30 HOURS OF ADMINISTRATIVE NURSING SUPPORT AT \$50.29/HOUR	\$1,508.70
<b>TOTAL</b>	<b>\$ 49,625.50</b>
8 RN HOURS /WEEK X 35 WEEKS AT \$44.14 AT 100%	\$12,359.20
8 ADDITIONAL RN HOURS AT \$44.14 at 100%	<u>353.12</u>
<b>GRAND TOTAL</b>	<b><u>\$ 62,337.82</u></b>
DISTRICT PORTION AT 63 % OF \$49,625.50	\$31,264.07
DISTRICT PORTION AT 100% OF 12,712.32	\$12,712.32
PROVIDER PORTION AT 37% OF \$49,625.50	\$18,361.43
TOTAL FOR DISTRICT OF AMOUNT AT 63%	\$31,264.07
TOTAL FOR DISTRICT OF AMOUNT AT 100%	<u>\$ 12,712.32</u>
GRAND TOTAL FOR DISTRICT (ADDED PORTION AT 100%)	<u>\$43,976.39</u>

## ATTACHMENT C

### 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 the 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 face, 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 11246, as amended by Executive Order No. 11375, which prohibit 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 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 does 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.



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

9

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

**M E M O R A N D U M**

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: JUNE 7, 2018**

**RE: NORTH DAKOTA DEPARTMENT OF COMMERCE,**  
**EMERGENCY SOLUTIONS GRANT**  
**FEDERAL GRANT NUMBER E-17-DC-38-001 CFDA 14.231**  
**AMENDMENT NO 02**  
**INSTRUMENT NUMBER 4211-ESG17 FOR \$6,010.50**

The attached Emergency Solutions Grant contract amendment with the North Dakota Department of Commerce/DCS is to support housing relocation/stabilization for the Gladys Ray Homeless Shelter for \$6,010 and requires a \$6,010 match.

The following budget adjustment is required:

<b>2018 Revenue</b>		
GRS ESG Federal	101-0000-331-12-44	\$6010.00

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

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

RR/LA  
Enclosure



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

**PART I**  
**BASIC INFORMATION & SIGNATORY SHEET**

<b>PROJECT TITLE</b> Emergency Solutions Grant		<b>INSTRUMENT TYPE</b> <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Contract <input type="checkbox"/> Cooperative Agreement	
<b>RECIPIENT NAME AND ADDRESS</b> Gladys Ray Shelter - City of Fargo 1519 1st Avenue South, Suite A Fargo, ND 58103		<b>INSTRUMENT NUMBER</b> 4211-ESG17	
<b>RECIPIENT FEDERAL IDENTIFICATION NUMBER</b> 070265871		<b>BUDGET/PROJECT PERIOD</b> 7/1/17 - 6/30/18	<b>DATE</b> 05/29/18
<b>RECIPIENT TYPE</b> <input type="checkbox"/> State Government <input type="checkbox"/> Indian Tribal Government <input type="checkbox"/> Local Government <input type="checkbox"/> Individual <input type="checkbox"/> Education <input type="checkbox"/> For Profit Organization <input type="checkbox"/> Hospital <input checked="" type="checkbox"/> Other Nonprofit Organizations <input type="checkbox"/> Other (Specify) _____		<b>FUNDING SOURCE</b> <input checked="" type="checkbox"/> Federal \$ <u>33,010.50</u> <input checked="" type="checkbox"/> State \$ <u>17,000.00</u> <input type="checkbox"/> Other \$ _____ _____ State Discretionary Funds	
<b>FEDERAL AUTHORIZING LEGISLATION</b> P.L. 101-625		<b>TYPE OF AWARD</b> <input type="checkbox"/> New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Amendment No. <u>02</u>	
<b>FEDERAL GRANT NUMBER</b> E-17-DC-38-0001		<b>CFDA NUMBER</b> 14.231	
<b>ADMINISTERING AGENCY</b> Gladys Ray Shelter		<b>PROJECT ADMINISTRATOR</b> Jan Eliassen	<b>TELEPHONE</b> (701) 364-0116
<b>PROCUREMENT METHOD (CONTRACTS)</b> <input type="checkbox"/> Formal Bid <input type="checkbox"/> Noncompetitive Negotiation <input type="checkbox"/> Small Purchase <input type="checkbox"/> Competitive Negotiation			
<b>FUNDING AUTHORIZATION</b>			
1. DCS Funds Awarded This Action .....		\$ <u>6,010.50</u>	
2. DCS Carryover Funds Authorized .....		\$ _____	
3. DCS Previous Awards This Project Period .....		\$ <u>44,000.00</u>	
4. DCS Previous Deauthorizations This Project Period .....		\$ _____	
5. Current DCS Funds Authorized .....		\$ _____	\$ <u>50,010.50</u>
6. Recipient Share of Budget .....		\$ <u>50,010.50</u>	
7. Total Approved Budget .....		\$ _____	<u>\$ 100,021.00</u>
<b>REMARKS</b> This amendment adds \$6,010.50 in federal ESG funds for additional Rapid Re-Housing activities. All other terms and conditions remain the same.  This award agreement is entered into by the <i>RECIPIENT</i> and <i>GRANTOR</i> specified above. The <i>RECIPIENT</i> agrees to implement the tasks delineated in this award and will comply with all incorporated and referenced terms and conditions. The award consists of this Signatory Sheet, the attached Terms and Conditions, the attached Budget, and incorporated or referenced Work Program or Application.			
<b>EVIDENCE OF RECIPIENT ACCEPTANCE</b>		<b>EVIDENCE OF GRANTOR ACCEPTANCE</b>	
<b>NAME</b> Jan Eliassen		<b>NAME</b> Bonnie Malo	
<b>TITLE</b> Director		<b>TITLE</b> Director	
<b>SIGNATURE</b> X		<b>SIGNATURE</b> X	
<b>DATE</b> 6/4/18		<b>DATE</b> 6/3/18	

Ruth Roman, Director of Public Health 6/3/18  
 Date

# CITY OF Fargo Fire Department

10

## MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: FIRE CHIEF STEVE DIRKSEN**

**DATE: JUNE 14, 2018**

**SUBJECT: RFP FOR FIRE DEPARTMENT TURNOUT GEAR**

An RFP, Ad Number RFP18162, was advertised and four responses were received and opened at 2:00 PM, Friday, May 25, 2018 for the purchase of structural turnout gear for use by employees of the Fire Department. Four companies submitted proposals for evaluation.

A committee consisting of departmental personnel, conducted wear testing and evaluated the proposals. The committee evaluation concluded that three manufacturers met the general requirements. The results of the wear test and grading of the RFPs resulted in the committee recommendation to award the contract to Great Plains Fire Equipment.

The RFP provides a price for purchasing structural firefighting coats and pants. The Fire Department budgets \$50,000 annually to replace firefighting personal protective equipment. The RFP includes a guaranteed price for two years at \$2,410 per set, with a third year increase to \$2,530.50.

**RECOMMENDED MOTION:** Approve a three-year contract with Great Plains Fire Equipment for the purchase of structural firefighting gear.



# CITY OF Fargo Fire Department

## MEMORANDUM

**TO: Fire Chief Steve Dirksen**  
**FROM: Bunker Gear Committee**  
**DATE: June 7, 2018**  
**SUBJECT: Turnout coat and pant selection**

Chief Dirksen,

The bunker gear committee met throughout the week of May 28<sup>th</sup> for the purpose of evaluating proposals provided by four companies to supply the Fargo Fire Department turnout coats and pants for the next three years. Each committee member evaluated the proposals and were able to try on each of the sets of turnout gear that we were evaluating during the meetings. Committee members were then asked to grade each of the sets of turnouts based on several criteria including how it fit, design, construction, and price. The four companies that submitted proposal for evaluation were Globe, Morning Pride, Lion, and InnoTex.

It was the committee's consensus that three manufacturers provided proposals for turnout gear that met the general requirements that had been developed by the committee and provided to each manufacturer prior to their submission of their proposal with Lion being the only one that did not meet our general requirements.

After averaging the scores from the all the grading sheets, the committee is recommending that the Fargo Fire Department goes with InnoTex turnout gear from Great Plains Fire Equipment for the next three years. The price for each set of gear will be \$ 2410.00 the first and second years and an increase to \$ 2530.50 the third year. Each set of gear will include coat, pant, ladder belt, and ladder tether with carabineer.



Lee Soeth  
Committee chair

Name	Point possible	Category	Bunker gear scoring sheet			
			Globe	Lion	Morning Pride	InnoTex
140	Quality and Experience of Company	Manufacturer (5 points)	22	22	28	26 M&T
		Dealer (5 points)	26	22	30	30 M&T/Great Plains
		Support and Delivery (5 points)	22	18	28	28 M&T/Great Plains
		Warranty (5 points)	25	23	24	24 Grand Forks
280	Suit design	Coat design and fit (10 Points)	34	56	54	62 InnoTex
		Pants design and fit (10 Points)	22	53	57	63 InnoTex
		Suit mobility (10 Points)	25	56	51	64 InnoTex
		Suit features (10 Points)	34	51	52	68 InnoTex
140	Construction Quality	Coat construction (10 Points)	43	53	55	61 InnoTex
		Pants construction (10 Points)	44	52	55	62 InnoTex
		Price	91	62	130	87 Morning Pride
<hr/>						
700	Total		388	468	564	575 InnoTex
	Average		55.43	66.86	80.57	82.14
	Total without price involved		297	406	434	488
	Average		42.43	58.00	62.00	69.71



11

June 4, 2018

To: Fargo City Commission

From: Timothy S. Dirks, MLIS, MPA  
Director  
Fargo Public Library

150

In order to be in compliance with the State Library of North Dakota and remain eligible for State Aid to Libraries the governing body of the City must be represented by a designee on the Library Board. The Library Board has identified current Library Board President Rachael Steenholdt as the City's governing body designee and identified all future Library Board Presidents as the designated representative of the City's governing body.

**Recommended motion:**

I/We hereby move to confirm Library Board President Rachael Steenholdt as the designated representative of the City's governing body on the Library Board and future Library Board Presidents as the designated representative of the City's governing body.

**Attachments:**

Library Board Minutes 5.15.2018

**Board of Directors  
Fargo Public Library  
Northport Library  
2714 N Broadway Fargo, ND 58102  
4:00 PM  
Minutes of May 15, 2018**

**Board Members Present:** Rachael Steenholdt, Jan Ulferts Stewart, Mary Dickson, Carrie Peterson

**Board Members Absent:** Carlos Hawley Jr., Scott Beaulier, Mary Batcheller

**Staff:** Tim Dirks, Betsy Dauer, Lauren Johnson

**Others Present:**

President, Rachael Steenholdt called the meeting to order at 4:00 PM, and a quorum was declared.

**Order of Agenda**

A motion was made by Mary Dickson to approve the Order of the Agenda. Jan Ulferts Stewart seconded the motion; motion carried.

**Minutes of April 17, 2018 Regular Meeting**

Jan Ulferts Stewart moved to approve the minutes of the April 17, 2018 meeting. Mary Dickson seconded the motion; motion carried.

**Staff Report**

**Staff updates and Staff development activities:**

- Branch Library Associate I Kelsey Schmidt has put in her notice. Kelsey had worked at the branch libraries for 7 years. Circulation is currently accepting applications for her part-time position.
- The City Finance Committee approved the Library's request for contract security and two Full-Time Library Associate II positions. Circulation is currently accepting applications for these two positions.
- Officer Jesseca White stopped by the library on Apr. 27<sup>th</sup> to speak with library staff about incident reports and communicating with dispatch. We learned how to communicate more efficiently with dispatch, including ways to be a better witness. We also took a field trip over to the Municipal Court House.
- This is my (Lauren Johnson) last month as the Library Board staff liaison. My two year term is up and we are looking for a replacement.

**Programming:**

***Upcoming events (a partial and incomplete list):***

- The 4-part Spring Gardening series of informational and hands-on gardening sessions at the library continues this May. These 60-minute workshops will be held at the downtown Main Library. Workshop dates: ***Gardening*** with Eric Baker of Baker's Nursery and Gifts **Tuesday, May 15 – Main Library at 7 p.m.** The ***Blossom Barter*** on Tuesday,

**May 22 – Main Library at 7 p.m.** – where patrons have an opportunity to share their love of gardening. Participants are asked to bring healthy divided or sprouted bedding plants to exchange.

- The newly released book, *1957 Fargo Tornado*, contains over 200 images from the Cal Olson Photograph Collection and other photograph collections held at the NDSU Archives. Authors Trista Raezer-Stursa, John Hallberg, and Lisa Eggebraaten will share the story of the tornado and the process of using archival documents to create this book. Books will be available for purchase. **Monday, May 21 – Main Library at 7 p.m.**
- The Summer Reading Program :

The 2018 Summer Reading Program theme is Libraries Rock! With the theme focusing on music. The Children's program begins June 4<sup>th</sup> and runs through August 4<sup>th</sup>. Kids can earn a prize for every 10 hours they read, and earn a free book if they read 40hr. We have lots of great programs happening this summer, including a week of LIVE music performances in July. We are also having the Fargo History Hunt again this summer with all new buildings to discover. We want to say thank you to the Friends for funding the purchase the books we give out as prizes, the History Hunt, and the LIVE music performances.

***Notable Past events & programs (again, a partial list):***

**Children's Programming:**

- The Children's Department participated in many outreach visits this last month. We were at School's Alive at the Rustad Recreation Center in West Fargo, Family Fun Night at Agazzi, Diversity Day at Ed Clapp Elementary, an Earth Day Storytime at Natural Grocers, and Bingo Night at Jefferson Elementary. At these events we offered crafts for kids, we made library cards, checked out books to patrons, and spoke to the community about the Summer Reading Program.

The Summer Reading Program video was shown for the Board.

President, Rachael Steenholdt opened the floor for comments. The Board expressed their thanks to Lauren Johnson for her time as the staff liason.

**Director's Report**

Director Tim Dirks referred the Board to his written report in the Board Packet focusing on a meeting with City Finance. The Finance Committee unanimously approve the request for 2 additional LA2's and security coverage. The next step will be to have the City Commission approve the same.

President, Rachael Steenholdt opened the floor for comments. No comments.

**Statistical Reports**

**Usage**

The library had 38,796 registered patrons for the month of April. Attendance was up 1% year to date. Program attendance was up 9% year to date. Volunteer hours were down 11% year to date due to being down a shelving volunteer. Internet signups were up 3% year to date. Print

circulation was up 2.06% year to date. Nonprint circulation was up 0.48% year to date. Total circulation year to date is 325,668 circulations.

### **Financials**

There was no incoming donations. Expenditures of donations totaled \$92,612 which included the first part of the Dusek donation transfer to the FM Area Foundation. The year is 33% lapsed while the budget is 33.78% expended. Revenue is approximately where it was anticipated to be at \$28,056.66.

President, Rachael Steenholdt opened the floor for comments. President, Rachael Steenholdt asked if there was construction planned around any library branches that we know of. Director Dirks was not aware of any construction that will impact library operations.

### **Friends of the Library Report**

There was no Friends report.

### **Old Business**

No old business.

### **New Business**

#### **2019 Budget Proposal**

Director Dirks referred the Board to the 2019 Budget Proposal in the Board Packet. Director Dirks is requesting an aggregate net increase of \$145,229 for fiscal year 2019.

After Board discussion a motion was made by Jan Ulferts Stewart to approve the 2019 Budget Proposal as presented. Mary Dickson seconded the motion; motion carried.

#### **Statewide Database Agreement**

Director Dirks referred the Board to the Online Dakota Information Network (ODIN) Participation Agreement in the Board Packet. Director Dirks explained the Fargo Public Library's participation in this agreement offers pricing for electronic library services that would not be available otherwise. A final price is not defined in the agreement rather a formula for statewide database costs shared with other entities that will be determined after MINITEX bills ODIN. This agreement is from July 1, 2018 – June 30, 2019. Fargo Public Library will be billed semi-annually, half in August 2018 and half in January 2019.

After Board discussion a motion was made by Jan Ulferts Stewart to approve the Online Dakota Information Network (ODIN) Participation Agreement – Statewide Databases as presented. Mary Dickson seconded the motion; motion carried.

#### **City Governing Body Representative Designee**

Director Dirks explained that to qualify for financial aid from the State of North Dakota the Board needs a representative designee on the Board.

After Board discussion a motion was made by Mary Dickson to add language to the Board Bylaws that the Board President would automatically be the representative designee. Carry Peterson seconded the motion; motion carried.

**Public Comment**

There was no public comment.

**Next Board Meeting**

The next regular Board Meeting is scheduled for Tuesday, June 19, 2018.

The meeting adjourned at 4:55 PM.

Respectfully submitted,

Betsy Dauer



(12)

OFFICE OF THE CITY ADMINISTRATOR  
Bruce P. Grubb

June 14, 2018

## MEMORANDUM

**To:** Board of City Commissioners  
**From:** Bruce P. Grubb, City Administrator *BPG*  
**Re:** City Hall Construction – Mechanical Contract Change Order #15  
 Electrical Contract Change Orders #14 and #15

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

**Mechanical Contract**

*Change Order #15*                      *\$491.00*

- Relocate thermostat for VAV box V2-18.

**Electrical Contract**

*Change Order #14*                      *\$47,753.43*

- Extend electrical duct bank 60' north to revised service transformer location.
- Additional data and power cabling to miscellaneous locations.

*Change Order #15*                      *\$2,299.98*

- Electrical work to add three OSD switches to DIRTT wall system and three light fixtures.

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

**PROJECT SUMMARY**

<b>Contract</b>	<b>Contractor</b>	<b>Original Bid</b>	<b>Change Orders</b>	<b>Current Amount</b>	<b>% Change</b>
General	Olaf Anderson	\$16,442,900	\$783,745	\$17,226,645	4.77%
Mechanical	Robert Gibb	\$3,447,000	\$114,592	\$3,561,582	3.32%
Electrical	Sun Electric	\$2,607,000	\$175,966	\$2,782,966	6.75%
<b>Total</b>		<b>\$22,496,900</b>	<b>\$1,074,293</b>	<b>\$23,571,193</b>	<b>4.78%</b>



Please note that the current amount includes an owner directed change order in the amount of \$396,565 for the addition of curtain windows to City Hall. Without the owner directed change order, the current amount is within 3.01% of the original bid price.

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

<b>BUDGET SUMMARY</b>			
<b>Budget Category</b>	<b>Original Total</b>	<b>Current Total</b>	<b>Paid To-Date</b>
City Hall Construction	\$22,000,000	\$23,571,193	\$21,854,760
FF&E	\$1,775,000	\$1,495,000	\$0
Centennial Hall Demo	\$600,000	\$772,468	\$772,468
Professional Fees	\$1,400,000	\$1,706,719	\$1,706,719
Contingency	\$1,940,767	\$170,387	NA
<b>Total</b>	<b>\$27,715,767</b>	<b>\$27,715,767</b>	<b>\$24,333,947</b>

Your consideration in this matter is greatly appreciated.

**Suggested Motion:**

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

<b>Mechanical Contract</b>	Robert Gibb	Change Order #15 in the amount of \$491.00
<b>Electrical Contract</b>	Sun Electric	Change Order #14 in the amount of \$47,753.43
		Change Order #15 in the amount of \$2,299.98

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 (6/14/18)**

Contract	Contractor	Bid Amount	Change Orders	Present Amount	Paid To-date	Balance
General	Olaf Anderson	\$ 16,442,900	\$ 783,745	\$ 17,226,645	\$ 15,790,457	\$ 1,436,188
Mechanical	Robert Gibb	\$ 3,447,000	\$ 114,582	\$ 3,561,582	\$ 3,461,746	\$ 99,836
Electrical	Sun Electric	\$ 2,607,000	\$ 175,966	\$ 2,782,966	\$ 2,602,557	\$ 180,409
<b>Total</b>		<b>\$ 22,496,900</b>	<b>\$ 1,074,293</b>	<b>\$ 23,571,193</b>	<b>\$ 21,854,760</b>	<b>\$ 1,716,433</b>

**PROJECT BUDGET SUMMARY**

Budget Category	Original Total	Current Total	Paid To-Date
City Hall Construction	\$ 22,000,000	\$ 23,571,193	\$ 21,854,760
FF&E	\$ 1,775,000	\$ 1,495,000	\$ -
Centennial Hall Demo	\$ 600,000	\$ 772,468	\$ 772,468
Professional Fees	\$ 1,400,000	\$ 1,706,719	\$ 1,706,719
Contingency	\$ 1,940,767	\$ 170,387	\$ -
<b>Total Budget</b>	<b>\$ 27,715,767</b>	<b>\$ 27,715,767</b>	<b>\$ 24,333,947</b>

**CHANGE ORDER SUMMARY**

General Contract		\$	783,745
#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-Fin metal wall panels for televising clarity and security.	\$	45,463

#7	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.	\$	13,774
#9	Changes associated with Inspections Department request to add exterior pedestrian ramps to side entrance.	\$	46,706
#10	Geofoam foundation system.	\$	20,801
#11	Floor plan revisions to Commission offices.	\$	5,000
#12	Plywood backing behind gypsum board sheathing in IS Department.	\$	240
#13	Tile work trim change from stainless steel to aluminum with nickel finish.	\$	(23,168)
#14	Delete geo-foam at SE Chambers corner to accommodate wall and ramp. Provide heavier framing at Chambers.	\$	2,350
#15	Provide a 1-hour rating around beam at north Chamber wall. Eliminate some lockers and one bench in E107.	\$	(2,854)
#16	Change from single tier lockers to two tier lockers.	\$	6,961
#17	Provide painted drywall access doors in Rooms W118 and Lobby A101. Finish change to bottom side of soffits at Chambers, Admin, IS, HR, etc.	\$	4,042
#18	Install Phantom 5000 low-profile egress window in CW-180.	\$	26,725
#19	Subgrade, drain tile and concrete changes at floatable floodwall.	\$	8,794
#20	Repair of church driveway. Fire extinguisher and cabinet recess changes.	\$	15,063
#21	Install db Bloc acoustical sound membrane between Rooms W336 and W337 150' of 5-line guardrail (in lieu of 4-line) at parking ramp retaining wall. Cabinet changes for all floors	\$	4,064
#22	Add layer of acoustical sound batts above acoustical ceiling tiles.	\$	7,833
#23	Add hollow metal window frame and tempered glass for Buildings & Grounds. Add tyvek behind aluminumwindow extensions. Additional framing, flashing and waterproofing at front entrance. Add lock cylinders at DIRT wall system.	\$	23,119
#24	Additional cost for design changes to foundation for floatable flood wall system.	\$	

<b>Mechanical Contract</b>		<b>\$</b>	<b>114,582</b>
#1	Addition of sump pits and domestic water service.	\$	13,222
#2	Pricing reduction for control dampers.	\$	(4,100)
#3	Design revisions to third floor and HVAC modifications.	\$	36,016
#4	Omit finned tube radiation, add CO/NO2 monitors and VFD	\$	20,956
#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.	\$	13,072
#6	Revise air ductwork routing and RA opening locations in IS data center room.	\$	4,930
#7	Change location of natural gas meter and provide additional piping, etc.	\$	3,023
#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
#10	Fuel costs for temporary heating during winter construction.	\$	2,165
#11	Two additional fire smoke dampers in Data Room E308.	\$	4,881
#12	Generator coolant piping insulation.	\$	4,881
#13	Modification of sprinkler head layout to accommodate DIRTT wall system.	\$	2,543
#14	Provide and install one R-10 bar grille in lieu of two R-3 return air grilles.	\$	483
#15	Relocate thermostat for VAV box V2-18.	\$	491
<b>Electrical Contract</b>		<b>\$</b>	<b>175,966</b>
#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.	\$	29,075
#6	Floor plan revisions for lighting and lighting control.	\$	1,857
#7	Electrical work associated with the added fire pump room.	\$	1,359
#8	Floor plan revisions to Commission offices.	\$	1,744
#9	Rough-ins for future panic buttons in reception areas.	\$	2,174
#10	First floor office revisions for Inspections Department. First floor lighting revisions and third floor power/data revisions.	\$	(1,303)

#11	Electrical work associated with the exterior LED lighting revisions.	\$	55,832
#12	Add power and data for printers and shredders in W306. Generator electrical modifications. Miscellaneous rough-ins, conduit, wiring, etc.	\$	19,377
#13	Electrical changes to pump station wiring and circuit breakers in HMSB.	\$	1,986
#14	Extend service duct bank 60' north to revised service transformer location per Information Services. Additional data and power cabling to miscellaneous locations per information services.	\$	47,753
#15	Electrical work to add three (3) OSD switches to DIRT wall system and three (3) light fixtures.	\$	2,300

# AIA Document G701™ – 2001

## Change Order

<b>PROJECT</b> <i>(Name and address):</i> Fargo City Hall Fargo, ND	<b>CHANGE ORDER NUMBER:</b> Mech-015  <b>DATE:</b> 5/21/18	<b>OWNER:</b> <input checked="" type="checkbox"/>  <b>ARCHITECT:</b> <input checked="" type="checkbox"/>  <b>CONTRACTOR:</b> <input checked="" type="checkbox"/>  <b>FIELD:</b> <input type="checkbox"/>  <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> <i>(Name and address):</i> Robert Gibb & Sons 2011 Great Northern Dr N Fargo, ND 58102	<b>ARCHITECT'S PROJECT NUMBER:</b> 2015.49  <b>CONTRACT DATE:</b> 6/7/16  <b>CONTRACT FOR:</b> Mechanical Construction	

**THE CONTRACT IS CHANGED AS FOLLOWS:**

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

M18+: Along with M18, relocate thermostat for V2-18.  
 ADD \$491.00

The original Contract Sum was	\$ 3,447,000.00
The net change by previously authorized Change Orders	\$ 114,091.00
The Contract Sum prior to this Change Order was	\$ 3,561,091.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 491.00
The new Contract Sum including this Change Order will be	\$ 3,561,582.00

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.**

T.L. Stroh Architects, Ltd ARCHITECT <i>(Firm name)</i>  8 Seyenth St. N., Fargo, ND 58102 ADDRESS  BY <i>(Signature)</i>  Terry L. Stroh (Typed name)  5/21/18 DATE	Robert Gibb & Sons CONTRACTOR <i>(Firm name)</i>  2011 Great Northern Dr Fargo ND 58102 ADDRESS  BY <i>(Signature)</i>  Ed Thvedt (Typed name)  5/25/18 DATE	City of Fargo OWNER <i>(Firm name)</i>  200 3rd St. N., Fargo, ND 58102 ADDRESS  BY <i>(Signature)</i>   (Typed name)   DATE
--	--	--



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

April 22, 2018

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

RE: New Fargo City Hall  
RFI M18

Dear Mr. Stroh  
Please find listed below our costs associated with RFI M18, relocate thermostat for V2-18.

Temperature Controls:	\$ 425
Subtotal:	<u>\$ 425</u>
Overhead:	\$ 43
Profit:	\$ 23
<b>Grand Total Add:</b>	<b>\$ 491</b>

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

Sincerely,  
ROBERT GIBB & SONS, INC.

*Ed Thvedt*



# PROPOSAL

**Johnson Controls Inc**  
2320 12<sup>th</sup> St N  
Fargo, ND 58102  
Phone: 701-293-1140  
Fax: 701-280-0787

To: Robert Gibb

PROJECT: Fargo – New City Hall

Date: 5/20/18

**We propose to furnish the materials and/or perform the work described below for the net price of:**  
Four Hundred and Twenty-five Dollars and no/100: \$425.00

**For the Above price this proposal includes:**

Includes Controls for:

- Relocate thermostat for VAV Box V2-18.
- 

Also Includes:

- Project Management time to coordinate with electrical installer
- Engineering time to update the as builds
- Technical time to recheck the operation of the thermostat and to update the floor plans on the graphics

**And is limited to that work defined by the following sections of the project specification:**

Section 250060: Automatic Temperature Control Demolition  
Section 250100: Automatic Temperature Control General Requirements  
Section 250950: Automatic Temperature Control  
Addenda 1, 2, 3, 4 & 5 Noted

**Alternates to this Proposal:**

None

**This proposal does not include:**

- Mounting of dampers, valves or wells.

(IMPORTANT: This proposal incorporates by reference the terms and conditions on the attached hereof.) This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin. **This proposal is valid for 30 days.**

\_\_\_\_\_  
Purchaser – Company Name

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

Name: Dan Magrum  
Title: LSS  
Date: 5/20/2018  
Mobile: 701-361-7289  
**JOHNSON CONTROLS, INC.**



## TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

**SCOPE OF WORK:** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.

1. **INVOICING & PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an **advance payment equal to 10% of the contract price**, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder and purchaser agrees to pay Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
2. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
3. **WARRANTY.** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Johnson, for a one (1) year from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson receives from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson for any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall at its option, repair or replace the defective equipment. For equipment not installed by Johnson, if Purchaser returns the defective equipment to Johnson within thirty (30) days after appearance or discovery of such defect. Johnson shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by the Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused, or which has not been properly and reasonably maintained. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.**
4. **LIABILITY.** Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
5. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
6. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontracts of Johnson, etc.
7. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
8. **ATTORNEY'S FEES.** Purchaser agrees that he will pay and reimburse Johnson for any and all reasonable attorneys' fees which are incurred by Johnson in the collection of amounts due and payable hereunder.
9. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
10. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying Party.
11. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
12. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
13. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

Purchaser Initial here: \_\_\_\_\_

**Joe Jenni**

---

**From:** Ed Thvedt <ethvedt@robertgibb.com>  
**Sent:** Tuesday, May 22, 2018 7:48 AM  
**To:** Joe Jenni  
**Cc:** 'Ross Young (ross.young@obernel.com)'  
**Subject:** RE: Fargo City Hall - RFI M18  
**Attachments:** RFI M18 Costs\_Gibb.pdf

Joe,

Attached are our costs associated with relocating this thermostat.

Let me know if there are any questions.

Thanks,

**Ed Thvedt**

***Robert Gibb & Sons, Inc.***

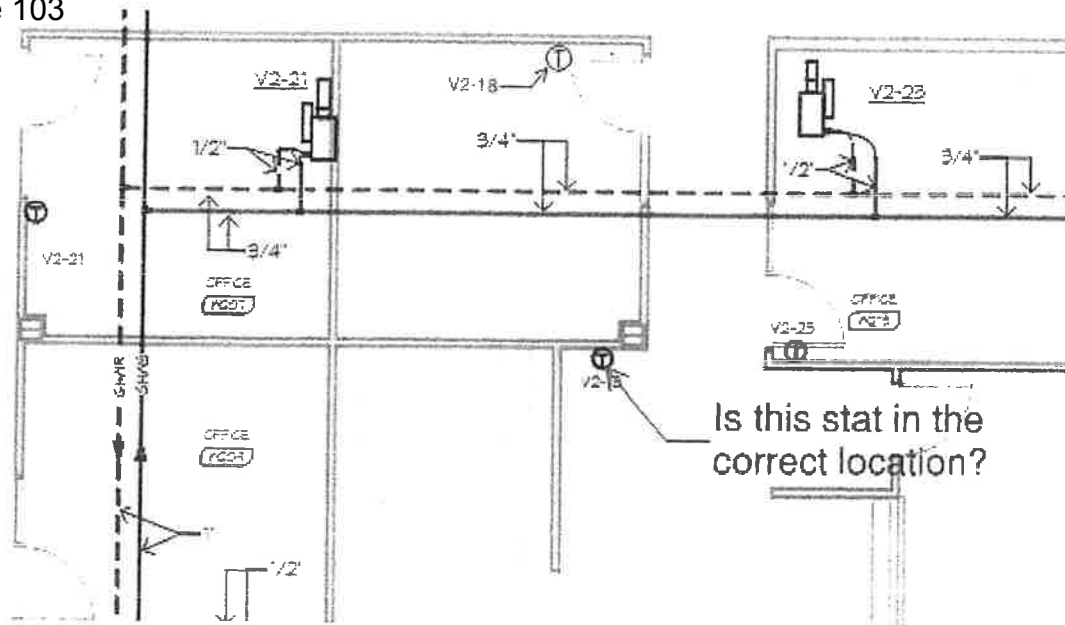
2011 Great Northern Dr | Fargo, ND 58102  
Office: 701.282.5900 | Mobile: 701.219.3226  
Direct: 701-404-2682



100 YEARS Preparing for Tomorrow

**From:** Ross Young [mailto:ross.young@obernel.com]  
**Sent:** Tuesday, April 24, 2018 9:51 AM  
**To:** Ed Thvedt  
**Cc:** Joe Jenni (joej@tlstroh.com)  
**Subject:** RE: Fargo City Hall - RFI M18

Yes, the thermostat should be relocated to the office just north of there (Office W205) which is served by V2-18.



Thanks,



Ross Young  
Mechanical Engineer-in-Training

Obermiller Nelson Engineering  
2201 12th St. N. Suite E, Fargo, ND 58102

📞 (701) 280-0500  
☎ (701) 551-5762  
📱 (701) 799-0055



**From:** Ed Thvedt [mailto:ethvedt@robertgibb.com]  
**Sent:** Tuesday, April 24, 2018 8:48 AM  
**To:** Ross Young <ross.young@obernel.com>  
**Cc:** Joe Jenni (joej@tlstroh.com) <joej@tlstroh.com>  
**Subject:** RE: Fargo City Hall - RFI M18

Ross,

We have a question on the location of Thermostat V2-18. I marked it up on the attached RFI response. This stat did not appear to get relocated per this RFI which was in response to PR – M09. It is currently installed per the plans but V2-18 does not serve that area.

Let me know your thoughts as we feel this should be relocated.

Thanks,

Ed Thvedt

2011 Great Northern Dr | Fargo, ND 58102  
Office: 701.282.5900 | Mobile: 701.219.3226  
Direct: 701-404-2682



100 YEARS Preparing for Tomorrow

**From:** Ross Young [<mailto:ross.young@obernel.com>]  
**Sent:** Thursday, July 27, 2017 11:53 AM  
**To:** Ed Thvedt  
**Subject:** Fargo City Hall - RFI M18

Ed,

We're having some trouble downloading and viewing the RFI18 – PRM09 T-stat Locations that's on submittal exchange from last week. Could you try resubmitting that one or email it to me so we can get it addressed?

Thanks,



Ross Young  
Mechanical Engineer-In-Training

Obermiller Nelson Engineering  
2201 12th St. N. Suite E, Fargo, ND 58102

O: (701) 280-0500  
D: (701) 551-5762  
M: (701) 799-0055  
W: [www.obernel.com](http://www.obernel.com)



# **AIA** Document G701™ – 2001

## Change Order

<b>PROJECT</b> <i>(Name and address):</i> Fargo City Hall Fargo, ND	<b>CHANGE ORDER NUMBER:</b> Elec#014 <b>DATE:</b> 5/30/18	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> <i>(Name and address):</i> Sun Electric Inc 411 39 <sup>th</sup> St NW Fargo, ND 58102	<b>ARCHITECT'S PROJECT NUMBER:</b> 2015.49 <b>CONTRACT DATE:</b> 6/7/16 <b>CONTRACT FOR:</b> Electrical Construction	

**THE CONTRACT IS CHANGED AS FOLLOWS:**

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

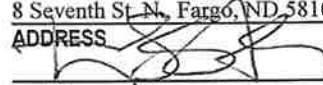
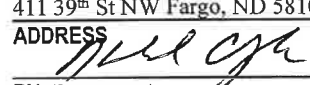
See attached breakdown of changes.  
 ADD \$47,753.43

The original Contract Sum was	\$ 2,607,000.00
The net change by previously authorized Change Orders	\$ 125,913.25
The Contract Sum prior to this Change Order was	\$ 2,732,913.25
The Contract Sum will be increased by this Change Order in the amount of	\$ 47,753.43
The new Contract Sum including this Change Order will be	\$ 2,780,666.68

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.**

T.L. Stroh Architects, Ltd ARCHITECT <i>(Firm name)</i> <hr/> 8 Seventh St. N., Fargo, ND, 58102 ADDRESS <hr/>  BY <i>(Signature)</i> <hr/> Terry L. Stroh (Typed name) <hr/> 5/30/18 DATE	Sun Electric Inc CONTRACTOR <i>(Firm name)</i> <hr/> 411 39 <sup>th</sup> St NW Fargo, ND 58102 ADDRESS <hr/>  BY <i>(Signature)</i> <hr/> Harold Chyle (Typed name) <hr/> 5-31-2018 DATE	City of Fargo OWNER <i>(Firm name)</i> <hr/> 200 3rd St. N., Fargo, ND 58102 ADDRESS <hr/> BY <i>(Signature)</i> <hr/> (Typed name) <hr/> DATE
--	--	---

Ele #14	Add FA to additional tamper/flow switches SW basement.	WO18735	\$934.0
	Add FA pullstation on north stair and south stair in basement.	WO18756	\$1,165.1
	Add FA smoke detector lobby B108.	WO18757	\$383.9
	Add FA smoke detector above FA panel in receiving E102A.	WO18758	\$308.3
	Add 3-#3 cu THHN from fire pump controller to fire pump for wye/delta starting.	WO18762	\$2,090.0
	Add data and power north of men's E210.	WO18730	\$268.7
	Add power and data south of E106.	WO18734	\$268.7
	Add power and data north of storage W221.	WO18732	\$481.9
	Add power and data E208.	WO18733	\$325.8
	Add data rough-in in work room 215.	WO18731	\$186.2
	Add power and data new workroom south of E201.	WO18729	\$596.1
		WO18747	
	Add FPM, A/V and floorbox E121	and 18748	\$5,299.7
	Add power for breakroom W321 water heater.	WO18752	\$354.1
	Add data and power for reception cpu location.	WO18728	\$482.2
	Add power and data w316 file/storage.	WO13587	\$315.8
	Relocate under cabinet lighting flex cabinet layout change.	WO18736	\$1,472.0
	Relocate power and data 1st floor chambers SE wall and SW wall for new glass walls.	WO18737	\$256.8
	Change hallway light E123w to emergency after wall change.	WO18738	\$143.1
	Drop fixture down and attach to grid in room A109 - ACT ceiling added.	WO18739	\$148.1
	Drop fixture down and attach to grid in room W117 - ACT ceiling added.	WO18740	\$148.1
	Pull cat-5 from chambers E128 to lobby A101 bridge for added network lighting change.	WO18741	\$444.1
	Add I-pad dock station, fresco touch screen and GFX wall station in A/V E127, and E127A.	WO18742	\$593.1
	Add fridge in B106 block wall.	WO18743	\$786.1
	Demoed data and power E127A SW, installed rough-in for new monitor, relocated broadcast connection box.	WO18744	\$2,001.1
	Relocate FA horn/strobe for cabinet changes 2nd floor E206.	WO18745	\$219.1
	Add data room 325 and 333.	WO18751	\$237.1
	Remove rec., add box extensions and re-install. West wall of workroom E206, cabinet layout change.	WO18775	\$287.1
	Add door access for door E127.	WO18774	\$360.1
	Add door access for new door north of E124.	WO18772	\$549.1
	Add door access conduit and power to door w234A.	WO18769	\$549.1
	Add door access conduit and power to A103C.	WO18771	\$526.1
	Add door access conduit and power to door E204.	WO18768	\$557.1
	Add door access for door I-STR-A2.	WO18733	\$549.1
	Relocate AC rec. and GFCI test switch before sheetrock for cabinet layout change, breakroom W222 north.	WO18778	\$142.1
Relocate GFCI test sw and AC rec. east before sheetrock for cabinet layout change. Breakroom E214 north.	WO18776	\$142.1	
Relocate dishwasher, AC rec. and GFCI test sw before sheetrock for cabinet layout change, breakroom w211 south.	WO18777	\$142.1	
Extend service duct bank 60' north to revised service xfmr location - Dig duct bank trench, install conduit, backfill, pull wire.	WO31352	\$23,683.1	
Bond for these additional work orders.		\$350.1	
	Subtotal	\$47,753.1	

**SUN ELECTRIC, INC.**

411 - 39th Street NW  
 Fargo, ND 58102  
 T: 701-281-9140  
 F: 701-281-9194

# WORK ORDER

18735

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	<input type="checkbox"/> SERVICE CALL <input type="checkbox"/> EXTRA
JOB NAME Fargo City hall Tamper/flow Switch SW Basement	

QTY.	MATERIAL	PRICE	PER	AMOUNT	DESCRIPTION OF WORK
30'	Red 3/4" EMT	1 79	E	53 70	Add FA to additional tamper/flow
3	3/4" EMT coup	1 11	E	3 33	switches SW Basement
4	3/4" EMT stud strip	2 73	E	10 92	
40'	18-2 inaprod	40	E	16 -	
2	I Am's	175 00	E	350 -	
4	4sq Blunt Covers	1 03	E	4 12	
4	4sq J Box Drop	3 74	E	14 96	
4	3/4" one hole strips	- 44	E	1 76	
6	3/4" EMT coup	- 95	E	5 70	
1	3/4" LB & cover	15 52	E	15 52	
					<b>OTHER CHARGES</b>
					TOTAL OTHER
					<b>LABOR</b>
					HRS. RATE AMOUNT
					WST 5 70.00 350 -
					FST 1.5 72.00 108 -
					TOTAL LABOR 458 -
					TOTAL MATERIALS 476 01
					TOTAL OTHER

Work ordered by \_\_\_\_\_

Customer Signature \_\_\_\_\_  
I hereby acknowledge the satisfactory completion of the above described work

Thank You	TAX	
	TOTAL	934 01

**SUN ELECTRIC, INC.**  
 411 - 39th Street NW  
 Fargo, ND 58102  
 T: 701-281-9140  
 F: 701-281-9194

# WORK ORDER

18756

TO City of Fargo

---



---

DATE OF ORDER		CUSTOMER'S ORDER NUMBER	
ORDER TAKEN BY		CUSTOMER'S PHONE NUMBER	
JOB NUMBER	<input type="checkbox"/> SERVICE CALL <input type="checkbox"/> EXTRA		
JOB NAME <u>Fargo City Hall basement FA pull stations</u>			

QTY.	MATERIAL	PRICE		PER	AMOUNT		DESCRIPTION OF WORK			
2	masonry box shallow	7	22	E.	14	44	Add FA pull station on north stairs & d			
2	3/4" clear nipple	1	99	E.	3	98	South stair basement			
40'	3/4" Rod End	1	79	E.	71	60				
6	3/4" lock wash	1	11	E.	6	66				
5'	3/4" one-hole strap	-	41	E.	2	70				
4	1/2" anchors	1	26	E.	6	30				
80'	18-2 magnet		41	E.	32	-				
2	FA pull stations	110	00	E.	220	-				
							<b>OTHER CHARGES</b>			
							TOTAL OTHER			
							<b>LABOR</b>	<b>HRS.</b>	<b>RATE</b>	<b>AMOUNT</b>
							WST	5h	10.00	55.00
							WST	5h	10.00	55.00
							FSI	1.5	72.00	108
							TOTAL LABOR	8	88	808
					TOTAL MATERIALS	357	18			
					TOTAL MATERIALS	357	18			
							TOTAL OTHER			

Work ordered by \_\_\_\_\_

Customer Signature \_\_\_\_\_  
 I hereby acknowledge the satisfactory completion of the above described work

*Thank You*

TAX TOTAL 1,165 18



**SUN ELECTRIC, INC.**

411 - 39th Street NW  
 Fargo, ND 58102  
 T: 701-281-9140  
 F: 701-281-9194

# WORK ORDER

18757

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	<input type="checkbox"/> SERVICE CALL <input type="checkbox"/> EXTRA
JOB NAME <u>Fargo City Hall lobby B108 Smoke detector</u>	

QTY.	MATERIAL	PRICE		PER	AMOUNT		DESCRIPTION OF WORK
6'	1/2" flex	1	25	E	7	50	Add FA Smoke detector lobby B108
1	ceiling 1-bay hanger	22	48	E	22	48	
1	1/2" deep base	3	74	E	3	74	
2	1/2" flex	2	48	E	4	96	
1	5/8" row & end ring	2	31	E	2	31	
15'	18-2 wire		40	E	6	-	
1	FA smoke detector base	15	00	E	15	-	
1	FA smoke detector	110	00	E	110	-	
OTHER CHARGES							
TOTAL OTHER							
LABOR							
HRS.    RATE    AMOUNT							
WSR            2    70.00    140							
FSR            1    72.00    72							
TOTAL LABOR    212 -							
TOTAL MATERIALS					171	99	
TOTAL OTHER							

Work ordered by \_\_\_\_\_

Customer Signature \_\_\_\_\_  
I hereby acknowledge the satisfactory completion of the above described work

Thank You

TAX	
TOTAL	383 99

**SUN ELECTRIC, INC.**

411 - 39th Street NW  
 Fargo, ND 58102  
 T: 701-281-9140  
 F: 701-281-9194

# WORK ORDER

18758

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	<input type="checkbox"/> SERVICE CALL <input type="checkbox"/> EXTRA
JOB NAME Fargo City Hall receiving E102 FA Smoke	

QTY.	MATERIAL	PRICE		PER	AMOUNT		DESCRIPTION OF WORK
1	3/8" Round metal pipe	2	31	E	2	31	Add FA Smoke detector above FA panel
1	FA smoke detector base	15	00	E	15	--	in receiving E102. Required with
1	FA smoke detector	110	00	E	110	--	the relocation of the FA panel.
10'	1/2" copper	40	--	F	4	--	
OTHER CHARGES							
TOTAL OTHER							
							LABOR
							HRS.
							RATE
							AMOUNT
							WSA
							PST
							TOTAL LABOR
							TOTAL MATERIALS
							TOTAL OTHER
					TOTAL MATERIALS	131	31

Work ordered by \_\_\_\_\_

Customer Signature \_\_\_\_\_

I hereby acknowledge the satisfactory completion of the above described work

Thank You

TAX		
TOTAL	308	31

**SUN ELECTRIC, INC.**

411 - 39th Street NW  
 Fargo, ND 58102  
 T: 701-281-9140  
 F: 701-281-9194

# WORK ORDER

18762

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	<input type="checkbox"/> SERVICE CALL <input type="checkbox"/> EXTRA
JOB NAME <u>Fargo City Hall Fire pump Controller</u>	

QTY.	MATERIAL	PRICE		PER	AMOUNT		DESCRIPTION OF WORK				
105'	#3 THHN	1	39	E	145	95	Add 3 - #3 copper THHN from Fire pump controller to fire pump for Wye/Delta starting. Change fittings to raintight! Per commission checklist. Add two Jams for extra checklist items.				
3	#3 bundy crimps	15	44	E	46	32					
1	Roll 33+ blk tape	9	95	E	9	95					
1	Roll friction tape	11	23	E	11	23					
1	Roll Rubber tape	29	94	E	29	94					
2	1/2" Raintight con.	31	11	E	62	22					
2	1/2" Myers hub	17	81	E	35	62					
2	3/4" myers hub	10	43	E	20	86					
2	3/4" raintight con.	9	71	E	19	42					
2	FA Jams	175	00	E	350	..		OTHER CHARGES			
2	4sq Deep Box	3	74	E	7	48					
2	4sq Blank covers	1	03	E	2	06					
4	Tapecon concrete anchor	1	26	E	5	04					
2	3/4" chase nipples	1	99	E	3	98					
10'	18-2 magnet		40	E	4	-					
							TOTAL OTHER				
							LABOR		HRS.	RATE	AMOUNT
							WST		8	70.00	560 --
							WST		8	70.00	560 --
							FST	3	72.00	216 --	
							TOTAL LABOR			1336 --	
					TOTAL MATERIALS	754	07	TOTAL MATERIALS	754	07	
							TOTAL OTHER				

Work ordered by \_\_\_\_\_

Customer Signature \_\_\_\_\_  
I hereby acknowledge the satisfactory completion of the above described work

Thank You

TAX

TOTAL 2090 07

**SUN ELECTRIC, INC.**

411 - 39th Street NW  
 Fargo, ND 58102  
 T: 701-281-9140  
 F: 701-281-9194

# WORK ORDER

18730

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	<input type="checkbox"/> SERVICE CALL <input type="checkbox"/> EXTRA
JOB NAME <u>Fargo City hall power &amp; data north of</u> <u>Mans E210</u>	

QTY.	MATERIAL	PRICE		PER	AMOUNT		DESCRIPTION OF WORK	
1	single gang deep cut in box	11	21	E.	11	21	Add data & power north of Mans E210	
1	pair F-Straps	3	40	E.	3	40		
15'	12-2 MC	-	93	E.	13	93		
2	single MC conn.	2	03	E.	4	06		
2	anti shorts	-	30	E.	-	60		
1	group of 4/11	1	34	E.	1	34		
1	Red wire nut	-	35	E.	-	35		
1	20A duplex Rec	8	01	E.	8	01		
1	single dup Rec cover	3	84	E.	3	84		
1	LV cutler ring	7	78	E.	7	18	OTHER CHARGES	
15'	Jet Rec	-	10	E.	1	50		
	black 1700 tape							
	1/2" black on clear table							
							TOTAL OTHER	
							LABOR	HRS. RATE AMOUNT
							WS1	2 70.00 140
							FS1	1 77.00 77
							TOTAL LABOR	212 -
TOTAL MATERIALS					56	70	TOTAL MATERIALS	56 70
							TOTAL OTHER	

Work ordered by \_\_\_\_\_

Customer Signature \_\_\_\_\_

I hereby acknowledge the satisfactory completion of the above described work.

Thank You

TAX	
TOTAL	268 70

**SUN ELECTRIC, INC.**

411 - 39th Street NW  
 Fargo, ND 58102  
 T: 701-281-9140  
 F: 701-281-9194

# WORK ORDER

18734

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	<input type="checkbox"/> SERVICE CALL <input type="checkbox"/> EXTRA
JOB NAME Fargo city hall power & data south of E106	

QTY.	MATERIAL	PRICE		PER	AMOUNT		DESCRIPTION OF WORK	
1	Single gang drop out in box	11	27	E	11	27	Add power & data south of E106	
1	Pair f. straps	3	40	E	3	40		
15'	12-2 MC	-	93	E	13	93		
2	Single mc cone	2	63	E	4	06		
2	anti shorts	-	30	E	-	60		
1	ground tail	1	34	E	1	34		
1	red wire nut	-	35	E	-	35		
1	20A duplex rec	8	01	E	8	01		
1	single dup Rec cover	3	84	E	3	84		
1	LV cut in ring	7	78	E	7	78		
15'	jet line						OTHER CHARGES	
	black tape 1700							
	1/2" black on clear table							
							TOTAL OTHER	
							LABOR	HRS. RATE AMOUNT
							WST	2 70.00 140 --
							FST	1 72.00 72
							TOTAL LABOR	212 --
TOTAL MATERIALS					56	70	TOTAL MATERIALS	56 70
							TOTAL OTHER	

Work ordered by \_\_\_\_\_

Customer Signature \_\_\_\_\_  
I hereby acknowledge the satisfactory completion of the above described work

Thank You

TAX  
 TOTAL 268 70

**SUN ELECTRIC, INC.**

411 - 39th Street NW  
 Fargo, ND 58102  
 T: 701-281-9140  
 F: 701-281-9194

# WORK ORDER

18732

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	<input type="checkbox"/> SERVICE CALL <input type="checkbox"/> EXTRA
JOB NAME Fargo city hall power & data North of Storage W221	

QTY.	MATERIAL	PRICE		PER	AMOUNT		DESCRIPTION OF WORK
2	2 gang deep cut in box	11	27	E.	22	54	Add power & data north of storage W221
2	pair F. Straps	3	40	E.	6	80	
4	single MC run	2	03	E.	8	12	
4	anti shorts	-	30	E.	1	20	
4	3/8" mc one hole straps	-	44	E.	1	76	
30'	12-2 mc.	-	93	E.	27	90	
2	ground tail	1	34	E.	2	68	
2	Red wire nut	-	35	E.	-	70	
4	20A duplex rec.	8	01	E.	32	04	
2	Double duplex rec cover	3	84	E.	7	68	
2	single gang LV cabinet ring	7	78	E.	15	56	
30'	Jet liner	-	10	E.	3	-	
	black 1700 tape						
	1/2" black & clear table						
							LABOR
							HRS. RATE AMOUNT
							WST 4 70.00 280
							FST 1 77.00 77
							TOTAL LABOR 357
					TOTAL MATERIALS		129 98
					TOTAL MATERIALS		129 98
					TOTAL OTHER		

Work ordered by \_\_\_\_\_

Customer Signature \_\_\_\_\_

I hereby acknowledge the satisfactory completion of the above described work

Thank You	TAX	
	TOTAL	481 98

**SUN ELECTRIC, INC.**

411 - 39th Street NW  
 Fargo, ND 58102  
 T: 701-281-9140  
 F: 701-281-9194

# WORK ORDER

18733

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	<input type="checkbox"/> SERVICE CALL <input type="checkbox"/> EXTRA
JOB NAME Fargo city hall data & power E208	

QTY.	MATERIAL	PRICE	PER	AMOUNT	DESCRIPTION OF WORK
1	2 gang deep cut 1" box	11	27	E 27	Add power on d data E208
1	pair F-Straps	3	40	E 40	
2	single mc cov	2	63	E 66	
2	anti shorts	-	30	E 60	
2	3/8" Alc one hole strap	-	44	E 88	
15'	12-2 mc	-	43	E 13 95	
1	ground tail	1	34	E 34	
1	red wirenut	-	35	E 35	
2	20A duplex rec	8	01	E 16 02	
1	double duplex rec cover	3	84	E 3 84	
1	single gang LV cutting ring	7	78	E 7 78	
15'	jest line	-	10	E 1 50	
1	black 1700 tape	2	82	E 2 82	
1	1/2" black on clear table	11	05	E 11 05	
					TOTAL OTHER
					<b>LABOR</b>
					WST
					FST
					TOTAL LABOR
					TOTAL MATERIALS
					TOTAL OTHER
					TOTAL

Work ordered by \_\_\_\_\_

Customer Signature \_\_\_\_\_  
I hereby acknowledge the satisfactory completion of the above described work

Thank You

TAX	
TOTAL	375 86

**SUN ELECTRIC, INC.**

411 - 39th Street NW  
 Fargo, ND 58102  
 T: 701-281-9140  
 F: 701-281-9194

# WORK ORDER

18731

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	<input type="checkbox"/> SERVICE CALL <input type="checkbox"/> EXTRA
JOB NAME <u>Fargo city hall add data w215</u>	

QTY.	MATERIAL	PRICE		PER	AMOUNT		DESCRIPTION OF WORK					
1	LV cut in Rwy	7	78	E	7	78	Add data Rough in Work Room					
15'	Jet line	-	10	E	1	50	w215					
OTHER CHARGES												
TOTAL OTHER												
							LABOR	HRS.	RATE	AMOUNT		
							wst	1 1/2	70.00	105 -		
							FSI	1	72.00	72 -		
							TOTAL LABOR			177 -		
					TOTAL MATERIALS	9	78			TOTAL MATERIALS	9	78
							TOTAL OTHER					

Work ordered by \_\_\_\_\_

Customer Signature \_\_\_\_\_

I hereby acknowledge the satisfactory completion of the above described work

<h2>Thank You</h2>	TAX		
	TOTAL	186	78



**SUN ELECTRIC, INC.**

411 - 39th Street NW  
 Fargo, ND 58102  
 T: 701-281-9140  
 F: 701-281-9194

# WORK ORDER

18729

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	<input type="checkbox"/> SERVICE CALL <input type="checkbox"/> EXTRA
JOB NAME Power and data south of E201 Fargo City Hall	

QTY.	MATERIAL	PRICE		PER	AMOUNT		DESCRIPTION OF WORK	
3	single gang deep cut in box	11	21	E	33	81	Add power and data New workroom south of E201	
3	pair F-Straps	3	40	E	10	20		
45'	12-2 MC	-	93	E	41	85		
6	single MC con	2	03	E	12	18		
6	anti shorts	-	30	E	1	80		
6	3/8" one hole straps	-	44	E	2	64		
1	4 1/16" Deep JBox	5	97	E	5	97		
1	3/4" chase nipple	1	99	E	1	99		
1	4 1/16" cover	2	14	E	2	14		
6	Red wire nuts	-	35	E	2	10		
4	ground tails	1	34	E	5	36		
3	single gang dup Rec coverplate	3	84	E	11	52		
3	20A duplex Rec	8	01	E	24	03		
2	LV cut in Rings	7	78	E	15	56		
30'	net line	-	10	E	3	-		
	blk: 1700 tape							
	1/2" Black on clear labels							
							TOTAL OTHER	
							LABOR	
							HRS.	
							RATE	
							AMOUNT	
							WST	5 10.00 350 -
							FST	1 72.00 72 -
							TOTAL LABOR	422 -
TOTAL MATERIALS					174	15	TOTAL MATERIALS	174 15
							TOTAL OTHER	

Work ordered by \_\_\_\_\_

Customer Signature \_\_\_\_\_

I hereby acknowledge the satisfactory completion of the above described work.

Thank You

TAX

TOTAL

596 15

**SUN ELECTRIC, INC.**

411 - 39th Street NW  
 Fargo, ND 58102  
 T: 701-281-9140  
 F: 701-281-9194

# WORK ORDER

18747

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	<input type="checkbox"/> SERVICE CALL <input type="checkbox"/> EXTRA
JOB NAME <u>Fargo City Hall E121</u>	

QTY.	MATERIAL	PRICE PER		AMOUNT	DESCRIPTION OF WORK	
1	FPM Box	125	00 E	125	00	Add FPM, A/V and floorbox E121
1	Round floor box	180	67 E	180	67	
2	tube fire can/k	13	32 E	26	64	
8	1 1/4" EMT	3	55 E	28	40	
80'	1 1/4" EMT	4	01 E	320	80	
50'	1" EMT	2	46 E	123	-	
4	1 1/4" EMT coup	3	66 E	14	64	
4	1" EMT coup	1	68 E	6	72	
18	1 1/4" EMT one hole straps	1	18 E	21	24	
9	1" one hole straps	-	75 E	6	75	OTHER CHARGES
13	adjustable box brackets	12	76 E	165	88	
2	2" chase nipples	6	64 E	13	28	
1	4 1/2" heavy floor	5	97 E	5	97	
1	4 1/2" light floor	2	14 E	2	14	
14	EZ anchors	1	26 E	17	64	
12	3/8" one hole straps	-	41 E	5	28	
3	4 sq base floor	3	74 E	18	70	TOTAL OTHER
4	single end of 5/8" and long	1	61 E	6	14	LABOR
1	double end of 5/8" and long	2	48 E	2	48	HRS.
1	12' x 12' x 1/2" steel plate	63	05 E	63	05	RATE
6'	3/4" fl.	1	67 E	10	62	AMOUNT
2	3/4" steel one weight	4	01 E	8	02	
1	6" x 6" x 1/2" steel plate	21	76 E	21	26	
6	1 1/4" transition brackets	-	97 E	5	82	
4	1 1/4" white post and base	-	43 E	1	72	
4	1" white post and base	-	35 E	1	40	
TOTAL MATERIALS						TOTAL LABOR
						TOTAL MATERIALS
						TOTAL OTHER

(continued on W.O. 18747B)

Work ordered by \_\_\_\_\_

Customer Signature \_\_\_\_\_

I hereby acknowledge the satisfactory completion of the above described work

Thank You

TAX	
TOTAL	

**SUN ELECTRIC, INC.**

411 - 39th Street NW  
 Fargo, ND 58102  
 T: 701-281-9140  
 F: 701-281-9194

# WORK ORDER

18748

TO City of Fargo

DATE OF ORDER		CUSTOMER'S ORDER NUMBER	
ORDER TAKEN BY		CUSTOMER'S PHONE NUMBER	
JOB NUMBER	<input type="checkbox"/> SERVICE CALL	<input type="checkbox"/> EXTRA	
JOB NAME <u>Fargo City Hall 921</u>			

QTY.	MATERIAL	PRICE	PER	AMOUNT	DESCRIPTION OF WORK
1/2	30A duplex wire	8	01 E	48 06	ADD FRON. W/O and clean up E 121
1	1" hand saw brush	-	64 E	- 64	
3	1 1/2" LB	29	76 E	89 28	
3	1 1/2" LB covers	4	55 E	13 65	
20'	1/2" EMT	-	80 E	24 -	
5	1/2" EMT comp	-	76 E	3 80	
6	1/2" EMT wire	-	61 E	3 66	
6	1/2" EMT wire lock strip	-	27 E	1 62	
1	1/2" LB	9	59 E	9 59	
1	1/2" LB cover	3	75 E	3 75	
50'	12-0 AWG	-	93 E	46 50	
10	AWG wire	2	03 E	20 30	
10	AWG anti-static	-	30 E	3 -	
300'	10 THHN	-	30 E	90 -	
60'	12 THHN	-	20 E	12 -	
6	900' wire	1	34 E	8 04	
2	1" hand saw brush	1	02 E	2 04	
2	Comp. wire box	11	27 E	22 54	
	1750 wire box				
	600'				
4	single gang duplex wire covers	3	84 E	15 36	
1	double duplex wire covers	8	08 E	8 08	
1	Panel & Box, 240 AMP	483	95 E	483 95	
12	rod wire nuts	-	35 E	4 20	
60	1/2" EMT wire	17	83 C	10 70	
				TOTAL LABOR	3,166 -
				TOTAL MATERIALS	2,133 72
				TOTAL OTHER	
				TOTAL	5,299 72

(Continued on work order 18747)

Work ordered by \_\_\_\_\_

Customer Signature \_\_\_\_\_

I hereby acknowledge the satisfactory completion of the above described work

Thank You

TAX  
 TOTAL 5,299 72

**SUN ELECTRIC, INC.**

· 411 - 39th Street NW  
 Fargo, ND 58102  
 T: 701-281-9140  
 F: 701-281-9194

# WORK ORDER

18752

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	<input type="checkbox"/> SERVICE CALL <input type="checkbox"/> EXTRA
JOB NAME <u>Fargo City Hall W321 water heater</u>	

QTY.	MATERIAL	PRICE		PER	AMOUNT		DESCRIPTION OF WORK	
15	12-2 ac	-	93	E	13	95	add power for break room W321	
2	ac con.	2	63	E	4	66	water heaters out into lower cabinet	
2	ac outlets	-	30	E	-	60		
1	single drop out in box	11	27	E	11	27		
1	1/2" E strips	3	40	E	3	40		
2	3/8" air hole strips	-	44	E	-	88		
2	E2 outlets	1	26	E	2	52		
1	ground rail	1	34	E	1	34		
1	best wire mat	-	35	E	-	35		
1	20A GFCI duplex rec.	32	08	E	32	08	OTHER CHARGES	
1	GFCI cover plate	2	10	E	2	10		
	1700 blk 20A							
	tables							
							TOTAL OTHER	
							LABOR	
							HRS.	
							RATE	
							AMOUNT	
							WSF	3 10.00 210
							FSI	1 11.00 11
							TOTAL LABOR	184
					TOTAL MATERIALS	72	55	
							TOTAL OTHER	

Work ordered by \_\_\_\_\_

Customer Signature \_\_\_\_\_

I hereby acknowledge the satisfactory completion of the above described work

Thank You

TAX

TOTAL

354 55

**SUN ELECTRIC, INC.**

411 - 39th Street NW  
 Fargo, ND 58102  
 T: 701-281-9140  
 F: 701-281-9194

# WORK ORDER

18728

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	<input type="checkbox"/> SERVICE CALL <input type="checkbox"/> EXTRA
JOB NAME <u>Fargo City hall w236 west</u>	

QTY.	MATERIAL	PRICE	PER	AMOUNT	DESCRIPTION OF WORK	
2	4sq Box	3 74	E.	7 48	Add data and power for reception-cpu location.	
1	Stud box bracket	12 76	E.	12 76		
1	Single gang molding	1 61	E.	1 61		
1	double gang molding	2 48	E.	2 48		
10'	12-2 mc	- 93	E.	9 30		
2	Single Mc con	2 03	E.	4 06		
4	3/8" one hole straps	- 44	E.	1 76		
1	ground tail	1 34	E.	1 34		
2	double duplex rec.	8 01	E.	16 02		
1	double gang plastic spacer	3 14	E.	3 14	OTHER CHARGES	
1	single gang plastic spacer	3 14	E.	3 14		
1	double gang duplex Rec cover	8 08	E.	8 08		
20'	1" EMT	2 46	E.	49 20		
1	1" EMT con	2 -	E.	2 -		
4	1" EMT coup	1 68	E.	6 72		
1	1" EMT plastic bush	- 35	E.	- 35		
3	red wirenuts	- 35	E.	1 05	TOTAL OTHER	
	black 1700 tape				LABOR	
	1/2" black on clear tabs				HRS. RATE AMOUNT	
					W ST 4 70.00 280 -	
					F ST 1 72.00 72 -	
				TOTAL LABOR	352 --	
TOTAL MATERIALS				130 49	TOTAL MATERIALS	130 49
				TOTAL OTHER		

Work ordered by \_\_\_\_\_

Customer Signature \_\_\_\_\_

I hereby acknowledge the satisfactory completion of the above described work

Thank You

TAX	
TOTAL	482 49

**SUN ELECTRIC, INC.**

411 - 39th Street NW  
 Fargo, ND 58102  
 T: 701-281-9140  
 F: 701-281-9194

# WORK ORDER

13587

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	<input type="checkbox"/> SERVICE CALL <input type="checkbox"/> EXTRA
JOB NAME Fargo City Hall w316	

QTY.	MATERIAL	PRICE	PER	AMOUNT	DESCRIPTION OF WORK
2	Single gang Deep cut in Box	11	27 E	22 54	Add power and data w316 file/storage
10'	3/4" flex	1	61 E	16 70	
2	3/4" flex con straight	4	01 E	8 02	
1	1" ENT one hole strap	-	75 E	- 75	
15'	12-2 MC	-	43 E	13 95	
2	3/8" mc one hole strap	-	44 E	- 88	
2	3/8" Mc Snap in con.	2	03 E	4 06	
2	Mc Anti start Bushes	-	30 E	- 60	
4	Red wire nuts	-	35 E	1 40	
2	ground tails	1	34 E	2 68	
1	20A Dup Rec.	8	01 E	8 01	
1	Single gang Dup Rec. cover	3	84 E	3 84	
2	pair F-staps	3	27 E	6 54	
1	black 1700 tape	2	82 E	2 82	
1	1/2" Black on clear table	11	05 E	11 05	
					<b>OTHER CHARGES</b>
					TOTAL OTHER
					<b>LABOR</b>
					HRS.    RATE    AMOUNT
					WST            2    70.00    140 -
					FST            1    72.00    72 -
					TOTAL LABOR    212 -
TOTAL MATERIALS				103 84	TOTAL MATERIALS    103 84
					TOTAL OTHER

Work ordered by \_\_\_\_\_

Customer Signature \_\_\_\_\_  
I hereby acknowledge the satisfactory completion of the above described work

Thank You

TAX	
TOTAL	315 84

**SUN ELECTRIC, INC.**

411 - 39th Street NW  
 Fargo, ND 58102  
 T: 701-281-9140  
 F: 701-281-9194

# WORK ORDER

18736

TO City of Fargo

---



---



---

DATE OF ORDER		CUSTOMER'S ORDER NUMBER	
ORDER TAKEN BY		CUSTOMER'S PHONE NUMBER	
JOB NUMBER	<input type="checkbox"/> SERVICE CALL	<input type="checkbox"/> EXTRA	
JOB NAME <u>Fargo City Hall under cabinet lighting</u>			

QTY.	MATERIAL	PRICE	PER	AMOUNT	DESCRIPTION OF WORK				
					Relocate, under cabinet lighting flex, cabinet layout change, w11, w12, 8N, w21S, E 206, E 213, w 230, w 306, E 307, w 327 and E 31S.				
					OTHER CHARGES				
					TOTAL OTHER				
					LABOR		HRS.	RATE	AMOUNT
					WST		20	70.00	1400
					FST		1	72.00	72
					TOTAL LABOR				1472
	TOTAL MATERIALS					TOTAL MATERIALS			
					TOTAL OTHER				

Work ordered by \_\_\_\_\_

Customer Signature \_\_\_\_\_

I hereby acknowledge the satisfactory completion of the above described work

Thank You	TAX	
	<b>TOTAL</b>	1472



**SUN ELECTRIC, INC.**

411 - 39th Street NW  
 Fargo, ND 58102  
 T: 701-281-9140  
 F: 701-281-9194

# WORK ORDER

18737

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	<input type="checkbox"/> SERVICE CALL <input type="checkbox"/> EXTRA
JOB NAME Fargo City Hall E128 glass walls	

QTY.	MATERIAL	PRICE		PER	AMOUNT		DESCRIPTION OF WORK					
30'	3/4" EMT	1	42	E	42	60	Relocate power and data 1st floor chambers SE wall & SW wall for new glass walls.					
2	3/4" EMT coup	1	11	E	2	22						
OTHER CHARGES												
TOTAL OTHER												
							LABOR	HRS.	RATE	AMOUNT		
							WST	3	10.00	210		
							FST	1	72.00	72		
							TOTAL LABOR			212		
					TOTAL MATERIALS	44	82			TOTAL MATERIALS	44	82
							TOTAL OTHER					

Work ordered by \_\_\_\_\_

Customer Signature \_\_\_\_\_  
I hereby acknowledge the satisfactory completion of the above described work

Thank You	TAX	
	TOTAL	256 82



**SUN ELECTRIC, INC.**

411 - 39th Street NW  
 Fargo, ND 58102  
 T: 701-281-9140  
 F: 701-281-9194

# WORK ORDER

18738

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	<input type="checkbox"/> SERVICE CALL <input type="checkbox"/> EXTRA
JOB NAME Fargo City Hall Em hallway light E-123	

QTY.	MATERIAL	PRICE	PER	AMOUNT	DESCRIPTION OF WORK	OTHER CHARGES			
						LABOR	HRS.	RATE	AMOUNT
1	k.o. closure 1/2"	114	E	114	Change hallway light E-123 w To Emergency after wall change.				
						TOTAL OTHER			
						TOTAL LABOR			
						TOTAL MATERIALS			
						TOTAL OTHER			
						TOTAL			

Work ordered by \_\_\_\_\_

Customer Signature \_\_\_\_\_

I hereby acknowledge the satisfactory completion of the above described work

Thank You

TAX  
 TOTAL 143 14

**SUN ELECTRIC, INC.**

411 - 39th Street NW  
 Fargo, ND 58102  
 T: 701-281-9140  
 F: 701-281-9194

# WORK ORDER

18739

TO city of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	<input type="checkbox"/> SERVICE CALL <input type="checkbox"/> EXTRA
JOB NAME <u>Fargo City Hall A109 lighting</u>	

QTY.	MATERIAL	PRICE		PER	AMOUNT		DESCRIPTION OF WORK
2	caddy grid clips	3	27	E.	6	54	Drop fixture down and attach to grid in room A109. ACV ceiling added.
OTHER CHARGES							
TOTAL OTHER							
LABOR							
					HRS.	RATE	AMOUNT
					1	70.00	70 -
					1	72.00	72 -
TOTAL LABOR							
TOTAL MATERIALS							
TOTAL OTHER							
					TOTAL MATERIALS	6	54
					TOTAL LABOR	142	-
					TOTAL	148	54

Work ordered by \_\_\_\_\_

Customer Signature \_\_\_\_\_  
I hereby acknowledge the satisfactory completion of the above described work

Thank You

TAX  
 TOTAL 148 54



**SUN ELECTRIC, INC.**

411 - 39th Street NW  
 Fargo, ND 58102  
 T: 701-281-9140  
 F: 701-281-9194

# WORK ORDER

18741

TO City of Fargo

DATE OF ORDER		CUSTOMER'S ORDER NUMBER	
ORDER TAKEN BY		CUSTOMER'S PHONE NUMBER	
JOB NUMBER	<input type="checkbox"/> SERVICE CALL	<input type="checkbox"/> EXTRA	
JOB NAME <u>Fargo City Hall E128 network lighting</u>			

QTY.	MATERIAL	PRICE		PER	AMOUNT		DESCRIPTION OF WORK
		-				-	
100'	Cat-S	-	91	E.	91	-	Pull cat-s from chambers E128 to lobby A101 bridge for added network lighting change.
2	RJ 45 connectors	-	93	E.	1	86	
OTHER CHARGES							
TOTAL OTHER							
LABOR							
					HRS.	RATE	AMOUNT
					2	70.00	140 -
					2	70.00	140 -
					1	72.00	72 -
TOTAL LABOR							
TOTAL MATERIALS					92	86	
TOTAL MATERIALS					92	86	
TOTAL OTHER							

Work ordered by \_\_\_\_\_

Customer Signature \_\_\_\_\_  
I hereby acknowledge the satisfactory completion of the above described work

Thank You

TAX		
TOTAL	444	86

**SUN ELECTRIC, INC.**

411 - 39th Street NW  
 Fargo, ND 58102  
 T: 701-281-9140  
 F: 701-281-9194

# WORK ORDER

18742

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	<input type="checkbox"/> SERVICE CALL <input type="checkbox"/> EXTRA
JOB NAME Fargo City Hall 6127, 6127A network lighting Rough in	

QTY.	MATERIAL	PRICE	PER	AMOUNT		DESCRIPTION OF WORK	
3	3/4" EMT cones	-	95	E	2	85	Add iPad dock station, Fresco touch screen
40'	3/4" EMT	1	42	E	56	80	GEX wall station in r/v 6127, 6127A
3	3/4" white plastic tubing	-	19	E	-	51	
1	4sq Blank Plate	1	63	E	1	63	
1	3 gang ans. box	21	73	E	71	73	
3	4sq Boxer loop	3	74	E	11	72	
1	1 1/4" 4sq metal single gang	3	16	E	3	16	
1	5/8" 4sq double gang metal	1	61	E	1	61	
OTHER CHARGES							
TOTAL OTHER							
LABOR							
			HRS.	RATE	AMOUNT		
			5	70.00	350	-	
			2	72.00	144	-	
TOTAL LABOR							
TOTAL MATERIALS							
TOTAL OTHER							

Work ordered by \_\_\_\_\_

Customer Signature \_\_\_\_\_

I hereby acknowledge the satisfactory completion of the above described work

Thank You	TAX	
	TOTAL	593 57

**SUN ELECTRIC, INC.**

411 - 39th Street NW  
 Fargo, ND 58102  
 T: 701-281-9140  
 F: 701-281-9194

# WORK ORDER

18743

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	<input type="checkbox"/> SERVICE CALL <input type="checkbox"/> EXTRA
JOB NAME Fargo City Hall Fridge 8106	

QTY.	MATERIAL	PRICE		PER	AMOUNT		DESCRIPTION OF WORK				
2	ground rail	1	34	E	7	68	Add fridge in 8106. Block wall				
2	4 sq Dupl. Box	3	74	E	1	48					
2	2" single gang mudring	9	25	E	18	50					
10'	3/4" PVC Sch 40	-	71	E	7	10					
4	3/4" PVC 90° sweeps	1	63	F	6	52					
4	3/4" PVC female adapters	-	94	E	3	16					
8	3/4" EMT con.	-	95	E	7	60					
10'	3/4" EMT	1	42	E	14	20					
1	20A duplex box	8	01	E	8	01					
1	duplex box cover plate	3	84	E	3	84		OTHER CHARGES			
1	20A GFCI Test SW	32	08	E	32	08					
1	single gang plate for load center	4	20	E	4	20					
150'	#12 THHN	-	20	E	-	30					
1	Duct tape	16	82	E	16	82					
1	1700 tape	2	82	E	2	82					
5	Red wire nuts	-	35	E	1	75					
							TOTAL OTHER				
							LABOR		HRS.	RATE	AMOUNT
							FST		8	72.00	576
							WST	1	70.00	70	-
							TOTAL LABOR			646	-
					TOTAL MATERIALS	140	48	TOTAL MATERIALS	146	48	
							TOTAL OTHER				

Work ordered by \_\_\_\_\_

Customer Signature \_\_\_\_\_  
 I hereby acknowledge the satisfactory completion of the above described work

Thank You	TAX	
	TOTAL	786 48

**SUN ELECTRIC, INC.**

411 - 39th Street NW  
 Fargo, ND 58102  
 T: 701-281-9140  
 F: 701-281-9194

# WORK ORDER

18744

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	<input type="checkbox"/> SERVICE CALL <input type="checkbox"/> EXTRA
JOB NAME <u>City of Fargo E127A SW Monitor</u>	

QTY.	MATERIAL	PRICE	PER	AMOUNT	DESCRIPTION OF WORK
20'	2" EMT	5	74 E	114 80	Demoed data & power E127A SW
4	2" EMT con.	7	25 E	29 -	Installed rough in for new monitor
1	12x12x14" Nemi JBox	63	05 E	63 05	Relocated Broderick console box
10'	Deep duty slotted steel	4	04 E	40 40	
4	2" EMT strut straps	2	61 E	10 44	
30'	1" EMT	2	46 E	73 80	
6	1" EMT con.	2	- E	12 -	
2	1" plastic hangers	-	35 E	- 70	
2	4sq Deep JBox	3	74 E	7 48	
2	Double gang 1/2" mounting	8	96 E	17 92	
5	adjustable leg brackets	12	76 E	63 80	
6	1" EMT over hole straps	-	75 E	4 50	
34	Self tap screws	-	58 E	19 72	
					OTHER CHARGES
					TOTAL OTHER
					LABOR
					HRS. RATE AMOUNT
					WST 10h 70.00 700 --
					WST 10h 10.00 100 --
					FST 2h 72.00 144 --
					TOTAL LABOR 1544 --
					TOTAL MATERIALS 457 61
					TOTAL OTHER

Work ordered by \_\_\_\_\_

Customer Signature \_\_\_\_\_

I hereby acknowledge the satisfactory completion of the above described work

Thank You	TAX	
	TOTAL	2001 61

**SUN ELECTRIC, INC.**

411 - 39th Street NW  
 Fargo, ND 58102  
 T: 701-281-9140  
 F: 701-281-9194

# WORK ORDER

18745

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	<input type="checkbox"/> SERVICE CALL <input type="checkbox"/> EXTRA
JOB NAME <u>Fargo City Hall FA Handshower E206</u>	

QTY.	MATERIAL	PRICE		PER	AMOUNT		DESCRIPTION OF WORK
1	4sq 3/8" x 1/2" steel	3	74	E	3	74	Relocate FA Horn Straps for Cabinet
1	4sq 1/2" x 1/2" steel	1	61	E	1	61	changes 2nd floor E206
1	1/2" chase nipple	1	99	E	1	99	
OTHER CHARGES							
TOTAL OTHER							
LABOR							
					HRS.	RATE	AMOUNT
					WSI	2	70.00 140 --
					FSI	1	12.00 12 --
TOTAL LABOR							
							212 -
TOTAL MATERIALS					7	34	
TOTAL OTHER							

Work ordered by \_\_\_\_\_

Customer Signature \_\_\_\_\_  
I hereby acknowledge the satisfactory completion of the above described work

Thank You	TAX	
	TOTAL	219 34



**SUN ELECTRIC, INC.**

411 - 39th Street NW  
 Fargo, ND 58102  
 T: 701-281-9140  
 F: 701-281-9194

# WORK ORDER

18751

TO city of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	<input type="checkbox"/> SERVICE CALL <input type="checkbox"/> EXTRA
JOB NAME Fargo City Hall 325, 333 additional data	

QTY.	MATERIAL	PRICE		PER	AMOUNT		DESCRIPTION OF WORK
2	single gang 10 out in drop	11	27	E	22	54	Add data room 325 & 333
30'	1st wire	--	10	E	3	--	
OTHER CHARGES							
TOTAL OTHER							
LABOR							
HRS.    RATE    AMOUNT							
WSI                    2    70.00    140    -							
FSI                    1    72.00    72    -							
TOTAL LABOR                    712    -							
TOTAL MATERIALS					25	54	
TOTAL MATERIALS					25	54	
TOTAL OTHER							

Work ordered by \_\_\_\_\_

Customer Signature \_\_\_\_\_  
I hereby acknowledge the satisfactory completion of the above described work

Thank You

TAX	
TOTAL	737 54

**SUN ELECTRIC, INC.**

411 - 39th Street NW  
 Fargo, ND 58102  
 T: 701-281-9140  
 F: 701-281-9194

# WORK ORDER

18775

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	<input type="checkbox"/> SERVICE CALL <input type="checkbox"/> EXTRA
JOB NAME Fargo City Hall workroom E. 206	

QTY.	MATERIAL	PRICE		PER	AMOUNT		DESCRIPTION OF WORK			
2	simple gray plastic Box extensions	..	73	E	1	46	Remove rec., add box extensions and reinstall. west wall of workroom			
4	3"-6/32 screws	1	05	E	4	20	E. 206. cabinet layout changed.			
OTHER CHARGES										
TOTAL OTHER										
							LABOR	HRS.	RATE	AMOUNT
							WST	3	70.00	210 ..
							FST	1	72.00	72 ..
							TOTAL LABOR			282 -
					TOTAL MATERIALS	5	66			
							TOTAL MATERIALS			5 66
							TOTAL OTHER			

Work ordered by \_\_\_\_\_

Customer Signature \_\_\_\_\_

I hereby acknowledge the satisfactory completion of the above described work

Thank You

TAX	
TOTAL	287 66

**SUN ELECTRIC, INC.**

411 - 39th Street NW  
 Fargo, ND 58102  
 T: 701-281-9140  
 F: 701-281-9194

# WORK ORDER

18774

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	<input type="checkbox"/> SERVICE CALL <input type="checkbox"/> EXTRA
JOB NAME Fargo City Hall Door E127	

QTY.	MATERIAL	PRICE		PER	AMOUNT		DESCRIPTION OF WORK
30'	3/4" EMT	1	42	E	42	60	ADD door access for door E127
4	3/4" white plastic bush	-	19	E	-	76	
1	1/2" Brass Bar	3	74	E	3	74	
3	adjustable Box bracket	3	58	E	10	74	
1	single gang 3/8" mounting	1	61	E	1	61	
8	3/4" one hole EMT strap	-	44	E	3	52	
26	Self Tap screws	-	58	E	15	08	
OTHER CHARGES							
TOTAL OTHER							
LABOR							
WST                      3      70.00      210      -							
FST                        1      72.00      72      ..							
TOTAL LABOR              282      ..							
TOTAL MATERIALS					78	05	
TOTAL MATERIALS					78	05	
TOTAL OTHER							

Work ordered by \_\_\_\_\_

Customer Signature \_\_\_\_\_  
I hereby acknowledge the satisfactory completion of the above described work

Thank You	TAX		
	TOTAL	360	05

**SUN ELECTRIC, INC.**

411 - 39th Street NW  
 Fargo, ND 58102  
 T: 701-281-9140  
 F: 701-281-9194

# WORK ORDER

18772

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	<input type="checkbox"/> SERVICE CALL <input type="checkbox"/> EXTRA
JOB NAME <u>Fargo City Hall New door north of E 124</u>	

QTY.	MATERIAL	PRICE	PER	AMOUNT	DESCRIPTION OF WORK
30'	3/4" EMT	1	42 E	42 60	Add door access for new door north of E 124.
4	3/4" white plastic bushing	-	19 E	- 76	
20'	1/2" EMT	-	80 E	16 -	
2	4sq Deep JBox	3	74 E	7 48	
1	4sq Blank cover	1	63 E	1 63	
1	single gang 3/8" mudring	1	61 E	1 61	
4	adjustable Box bracket	3	58 E	14 32	
3	tan wire nuts	-	35 E	1 05	
8	3/4" EMT one hole strap	-	44 E	3 52	
2	1/2" EMT cov.	-	61 E	1 22	
2	1/2" EMT comp.	-	76 E	1 57	
4	1/2" one hole strap	-	27 E	1 68	
75'	#12 THHN	-	20 E	15 -	
26	Self tap screws	-	58 E	15 08	
4	E-2 anchors	1	26 E	5 04	
					OTHER CHARGES
					TOTAL OTHER
					LABOR
					HRS. RATE AMOUNT
					WST 5 70.00 350 -
					FST 1 72.00 72 -
					TOTAL LABOR 422 -
TOTAL MATERIALS				127 31	TOTAL MATERIALS 127 31
					TOTAL OTHER

Work ordered by \_\_\_\_\_

Customer Signature \_\_\_\_\_  
I hereby acknowledge the satisfactory completion of the above described work.

Thank You	TAX	
	TOTAL	549 31

**SUN ELECTRIC, INC.**

411 - 39th Street NW  
 Fargo, ND 58102  
 T: 701-281-9140  
 F: 701-281-9194

# WORK ORDER

18769

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	<input type="checkbox"/> SERVICE CALL <input type="checkbox"/> EXTRA
JOB NAME <u>Fargo City Hall Door W234A</u>	

QTY.	MATERIAL	PRICE	PER	AMOUNT	DESCRIPTION OF WORK
30'	3/4" EMT	1	42 E	42 60	Add door access conduit and power to door W234A.
4	3/4" white plastic bushings	--	19 E	-- 76	
20'	1/2" EMT	--	80 E	16 --	
2	4sq Deep Box	3	74 E	7 48	
1	4sq Blank cover	1	03 E	1 03	
1	single gang 5/8" hole coup	1	61 E	1 61	
8	3/4" one hole coup	--	44 E	3 62	
2	1/2" EMT con.	--	61 E	1 21	
2	1/2" EMT coup	--	76 E	1 52	
4	1/2" one hole strips	--	27 E	1 08	
75'	#12 THWN	--	20 E	15 --	
4	adjustable box brackets	3	58 E	14 32	
26	soft tap screws	--	58 E	15 08	
4	E-2 anchors	1	26 E	5 04	
3	Tan wire nuts	--	35 E	1 05	
					<b>OTHER CHARGES</b>
					<b>TOTAL OTHER</b>
					<b>LABOR</b>
					<b>HRS. RATE AMOUNT</b>
					WST 5 10.00 350 --
					FST 1 12.00 12 --
					<b>TOTAL LABOR 422 --</b>
					<b>TOTAL MATERIALS 127 31</b>
					<b>TOTAL OTHER</b>

Work ordered by \_\_\_\_\_

Customer Signature \_\_\_\_\_  
I hereby acknowledge the satisfactory completion of the above described work.

*Thank You*

TAX  
**TOTAL 549 31**

**SUN ELECTRIC, INC.**

411 - 39th Street NW  
 Fargo, ND 58102  
 T: 701-281-9140  
 F: 701-281-9194

# WORK ORDER

18771

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	<input type="checkbox"/> SERVICE CALL <input type="checkbox"/> EXTRA
JOB NAME Fargo City Hall Door A103C	

QTY.	MATERIAL	PRICE		PER	AMOUNT		DESCRIPTION OF WORK	
30'	3/4" EMT	1	42	E	42	60	Add door access conduit & power A103C	
10'	1/2" EMT	-	80	E	8	-		
2	4sq Box	3	74	E	7	48		
1	4sq Blank cover	1	63	E	1	63		
1	single gang 5/8" nut ring	1	61	E	1	61		
8	3/4" one hole strips	-	44	E	3	52		
4	3/4" white bushings	-	19	E	-	76		
2	1/2" EMT cov.	-	61	E	1	22		
2	1/2" EMT coup.	-	76	E	1	52		
3	1/2" one hole EMT strips	-	27	E	1	08	OTHER CHARGES	
4	adjustable Box brackets	3	58	E	14	32		
26	self tap screws	-	58	E	15	08		
3	e-z anchors	1	26	E	5	04		
3	tan wire nuts	-	35	E	1	05		
							TOTAL OTHER	
							LABOR	HRS. RATE AMOUNT
							WST	5 70.00 350 -
							FST	1 72.00 72 -
							TOTAL LABOR	421 -
TOTAL MATERIALS					104	31	TOTAL MATERIALS	104 31
							TOTAL OTHER	

Work ordered by \_\_\_\_\_

Customer Signature \_\_\_\_\_  
I hereby acknowledge the satisfactory completion of the above described work

Thank You

TAX	
TOTAL	526 31

**SUN ELECTRIC, INC.**

411 - 39th Street NW  
 Fargo, ND 58102  
 T: 701-281-9140  
 F: 701-281-9194

# WORK ORDER

18768

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	<input type="checkbox"/> SERVICE CALL <input type="checkbox"/> EXTRA
JOB NAME Fargo City Hall Door E204	

QTY.	MATERIAL	PRICE		PER	AMOUNT		DESCRIPTION OF WORK
30'	3/4" EMT	1	42	E	42	60	Add door access conduit and power to Door E204.
4	3/4" white plastic bushings	-	19	E	-	76	
20'	1/2" EMT	-	80	E	16	-	
2	4sq Box Drop	3	74	E	7	48	
1	4sq Blenl cones	1	03	E	1	03	
2	1/2" EMT con.	-	61	E	1	21	
2	1/2" EMT coup	-	76	E	1	52	
4	1/2" EMT caddy pipe clamps	3	27	E	13	08	
75"	#12 THHN	-	20	E	15	-	
3	Tam wire nuts	-	35	E	1	05	OTHER CHARGES
4	adjustable box brackets	3	58	E	14	32	
8	3/4" one hole strips	-	44	E	3	52	
26	self tap screw	-	58	E	15	08	
1	5/8 single gang 4sq mudring	1	61	E	1	61	
3	tam wire nuts	-	35	E	1	05	
							TOTAL OTHER
							LABOR
							HRS.
							RATE
							AMOUNT
							WST
							FST
							TOTAL LABOR
							422
							TOTAL MATERIALS
							135 32
							TOTAL OTHER

Work ordered by \_\_\_\_\_

Customer Signature \_\_\_\_\_  
I hereby acknowledge the satisfactory completion of the above described work

Thank You	TAX		
	TOTAL	557	32

**SUN ELECTRIC, INC.**

411 - 39th Street NW  
 Fargo, ND 58102  
 T: 701-281-9140  
 F: 701-281-9194

# WORK ORDER

18773

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	<input type="checkbox"/> SERVICE CALL <input type="checkbox"/> EXTRA
JOB NAME <u>Fargo City Hall Door 1-STR-A2</u>	

QTY.	MATERIAL	PRICE	PER	AMOUNT	DESCRIPTION OF WORK
30'	3/4" EMT	1	42 E	42 60	Atal door access for Door 1-STR-A2
4	3/4" white plastic bushing	-	19 E	- 76	
20'	1/2" EMT	-	80 E	16 -	
2	4sq Box	3	74 E	7 48	
1	4sq blank plate	1	03 E	1 03	
1	single gang 5/8" mudring	1	61 E	1 61	
8	3/4" one hole strap	-	44 E	3 52	
3	ten wirenuts	-	35 E	1 05	
2	1/2" EMT con	-	61 E	1 22	
2	1/2" EMT coup	-	76 E	1 52	
4	1/2" EMT one hole strap	-	71 E	1 08	
75'	#12 THHN	-	20 E	15 -	
4	adjustable box bracket	3	58 E	14 32	
26	self tap screws	-	58 E	15 08	
4	E2-anchors	1	26 F	5 04	
					TOTAL OTHER
					LABOR
					HRS. RATE AMOUNT
					WST 5 70.00 350
					FST 1 71.00 71
					TOTAL LABOR 422 -
TOTAL MATERIALS				127 31	TOTAL MATERIALS 127 31
					TOTAL OTHER

Work ordered by \_\_\_\_\_

Customer Signature \_\_\_\_\_  
I hereby acknowledge the satisfactory completion of the above described work

Thank You	TAX	
	TOTAL	549 31







**SUN ELECTRIC, INC.**  
 411 - 39th Street NW  
 Fargo, ND 58102  
 T: 701-281-9140  
 F: 701-281-9194

# WORK ORDER

18777

TO City of Fargo

DATE OF ORDER		CUSTOMER'S ORDER NUMBER	
ORDER TAKEN BY		CUSTOMER'S PHONE NUMBER	
JOB NUMBER		<input type="checkbox"/> SERVICE CALL	<input type="checkbox"/> EXTRA
JOB NAME <u>Fargo City Hall wall smth.</u>			

QTY.	MATERIAL	PRICE	PER	AMOUNT	DESCRIPTION OF WORK	OTHER CHARGES			
					Relocate dishwasher, AC rec. and GFCI test SW before sheetrock for cabinet layout change. Break room wall smth.				
					TOTAL OTHER				
					LABOR	HRS.	RATE	AMOUNT	
					WST	1	10.00	10	-
					FST	1	11.00	11	-
					TOTAL LABOR			142	-
					TOTAL MATERIALS				
					TOTAL OTHER				
					TOTAL MATERIALS				

Work ordered by \_\_\_\_\_

Customer Signature \_\_\_\_\_  
I hereby acknowledge the satisfactory completion of the above described work

Thank You	TAX	
	TOTAL	142 -

**SUN ELECTRIC, INC.**

411 - 39th Street NW  
 Fargo, ND 58102  
 T: 701-281-9140  
 F: 701-281-9194

# WORK ORDER

31352

TO City of Fargo  
City Hall

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	<input type="checkbox"/> SERVICE CALL <input type="checkbox"/> EXTRA
JOB NAME Fargo City Hall utility XFMIR	

QTY.	MATERIAL	PRICE	PER	AMOUNT	DESCRIPTION OF WORK
1,920'	750 MCM AL	3,651.00	M	7,015.68	Extend Service Duct Bank 60' North to revised
480'	400 Copper	8,970.27	M	4,315.33	Service XFMIR Location - Big Duct Bank trench
240'	#3 copper	1,245.16	M	298.84	Install conduit, Backfill, pull wire
60'	3/8 Bars	3,908.43	M	1,34.51	
480'	4" PVC Sch. 40	329.26	C	158.00	
	PVC Glue	11.89	E	11.89	
	Duct Tape	9.00	E	9.00	
	Tie wire	11.00	E	11.00	
60'	2" PVC Sch. 40	125.36	C	75.22	
600'	Warning Ribbon	.05	E	3.00	
					<b>OTHER CHARGES</b>
					<b>TOTAL OTHER</b>
					<b>LABOR</b>
					<b>HRS.    RATE    AMOUNT</b>
					Foreman    36    72.00    2,592.00
					Welder    108    70.00    7,560.00
					<b>TOTAL LABOR</b> 10,152.00
<b>TOTAL MATERIALS</b>				13,531.89	<b>TOTAL MATERIALS</b> 13,531.89
					<b>TOTAL OTHER</b>

Work ordered by \_\_\_\_\_

Customer Signature \_\_\_\_\_  
I hereby acknowledge the satisfactory completion of the above described work

Thank You	TAX	_____
	<b>TOTAL</b>	23,683.89

# AIA Document G701™ – 2001

## Change Order

<b>PROJECT</b> <i>(Name and address):</i> Fargo City Hall Fargo, ND	<b>CHANGE ORDER NUMBER:</b> Elec#015  <b>DATE:</b> 5/30/18	<b>OWNER:</b> <input checked="" type="checkbox"/>  <b>ARCHITECT:</b> <input checked="" type="checkbox"/>  <b>CONTRACTOR:</b> <input checked="" type="checkbox"/>  <b>FIELD:</b> <input type="checkbox"/>  <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> <i>(Name and address):</i> Sun Electric Inc 411 39 <sup>th</sup> St NW Fargo, ND 58102	<b>ARCHITECT'S PROJECT NUMBER:</b> 2015.49  <b>CONTRACT DATE:</b> 6/7/16  <b>CONTRACT FOR:</b> Electrical Construction	

**THE CONTRACT IS CHANGED AS FOLLOWS:**

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

Electrical work to add (3) OSD switches at the West DIRT office walls and relocate (3) light fixtures.  
 ADD \$2,299.98

The original Contract Sum was	\$ 2,607,000.00
The net change by previously authorized Change Orders	\$ 173,666.68
The Contract Sum prior to this Change Order was	\$ 2,780,666.68
The Contract Sum will be increased by this Change Order in the amount of	\$ 2,299.98
The new Contract Sum including this Change Order will be	\$ 2,782,966.66

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.**

T.L. Stroh Architects, Ltd <b>ARCHITECT</b> <i>(Firm name)</i>	Sun Electric Inc <b>CONTRACTOR</b> <i>(Firm name)</i>	City of Fargo <b>OWNER</b> <i>(Firm name)</i>
8 Seventh St. N., Fargo, ND 58102 <b>ADDRESS</b>	411 39 <sup>th</sup> St NW Fargo, ND 58102 <b>ADDRESS</b>	200 3rd St. N., Fargo, ND 58102 <b>ADDRESS</b>
 BY <i>(Signature)</i>	 BY <i>(Signature)</i>	  BY <i>(Signature)</i>
Terry L. Stroh <i>(Typed name)</i>	Harold Chyle <i>(Typed name)</i>	  <i>(Typed name)</i>
5/30/18 DATE	5-31-2018 DATE	  DATE



*Industrial - Commercial*

May 25, 2018

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

Re: New Fargo City Hall

OSD Switches at West DIRT T walls

Proposal is labor and material for electrical work to add (3) OSD switches at the West DIRT T office walls and re-locate (3) light fixtures.

**Proposed Price-----Add \$2,299.98**

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tyler Wanzek".

Tyler Wanzek  
Project Manager

### Bid Summary Report

Fargo City Hall Estimator: Ryan

Job #812

**Job Name:** Fargo City Hall

**Contractor:**

**Estimator:** Ryan

**Notes:**

**Bid Date:** 5/26/16

Summary Description	Material			Labor		
	Extended	%	Adjusted	Extended	%	Adjusted
DRITT wall Switches	\$87.72	100.00%	\$87.72	18.54	100.00%	18.54

#### Top Sheet

Raw Cost	\$1,910.03	Sales per Month	\$0.00
Tax	\$59.82	Return per Month	\$0.00
Raw Cost with Tax	\$1,969.85	Price per Square Foot	\$0.00
Overhead	\$191.00	Hours per Square Foot	0.00
Profit	\$105.05	Square Feet	0.00
Total Return Amount	\$296.05	Job Months	0.00
Total Return %	12.87%	Hours per Week	40.00
Price	\$2,265.90	Workers per Day	0.00
Bond	\$33.99	Total Hours	18.54
Sell Price	\$2,299.89	Mark Up Sales Tax	No
Adjusted Sell ()	\$0.00	Use Bond Table	Yes
Adjusted Sell Return 0.00 %	\$0.00		

#### Labor

Class Description	Percent of Total	Hours Distributed	Hourly Rate	Burden		
				Rate	Percent	Labor Cost
ND Journeyman	100.00%	18.54	\$60.00	\$0.00	0.00%	\$1,112.48
<b>Totals</b>	<b>100.00%</b>	<b>18.54</b>	<b>\$60.00</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$1,112.48</b>

#### Mark Ups

	OVERHEAD			PROFIT		
	Total	%	Amount	%	Amount	
Materials	\$87.72	+ 10.00%	\$96.49	+ 5.00%	\$101.31	
Labor	\$1,112.48	+ 10.00%	\$1,223.73	+ 5.00%	\$1,284.92	
Supplier Quotes	\$709.83	+ 10.00%	\$780.81	+ 5.00%	\$819.85	
SubContractors	\$0.00	+ 10.00%	\$0.00	+ 5.00%	\$0.00	
Direct Job Expense	\$0.00	+ 10.00%	\$0.00	+ 5.00%	\$0.00	
Equipment Rental	\$0.00	+ 10.00%	\$0.00	+ 5.00%	\$0.00	

**Bid Summary Report**

Fargo City Hall Estimator: Ryan

Job #812

Totals	\$1,910.03	10.00%	\$2,101.03	5.00%	\$2,206.08
--------	------------	--------	------------	-------	------------

**Tax Report**

	Taxed Amount	Tax Rate %	Tax Amount
Materials	\$87.72	7.50%	\$6.58
Labor	\$1,112.48	0.00%	\$0.00
Supplier Quotes	\$709.83	7.50%	\$53.24
SubContractors	\$0.00	0.00%	\$0.00
Direct Job Expense	\$0.00	0.00%	\$0.00
Equipment Rental	\$0.00	0.00%	\$0.00
		<b>Total Tax:</b>	<b>\$59.82</b>

**Supplier Quotes**

Name	Supplier	Tax (7.5 %)	Unit Cost	Multiplier	Amount
Fixtures/ Controls	Graybar	Yes	\$709.83	1.00	\$709.83
			<b>Total:</b>		<b>\$709.83</b>



Job Name: Fargo City Hall  
 Job Number: 812  
 Extension Name: DRITT wall Switches

Item Name	Quantity	Price 2	U	Ext Price 2	NECA 3	U	Labor 3 Ext	% of Extended Price	% of Extended Hours
<b>Label Set: Combined, Combined, Combined, Combined, Combined</b>									
1/2 FLEX STEEL	25.00	\$63.24	C	\$87.72	5.32	C	18.54	100 %	100 %
1/2 FLEX CONN	2.00	\$125.99	C	\$15.81	15.96	C	1.33		
CUT-IN BOX DEEP	1.00	\$563.45	C	\$2.52	53.20	C	0.32		
Dimming Power Pack	3.00	\$0.00	Q	\$5.63	0.75	E	0.53		
OSD Switch	3.00	\$0.00	Q	\$0.00	0.75	E	2.24		
Cat6 cable	75.00	\$250.00	M	\$0.00	11.92	M	2.24		
Re-locate Light Fixture	3.00	\$15.00	E	\$18.75	2.00	E	0.89		
work around ceiling tile insulation	1.00	\$0.00	X	\$45.00	5.01	E	5.99		
				\$0.00			5.01		
				<b>\$87.72</b>			<b>18.54</b>		



2805 3RD AVE N  
 FARGO ND 58102-4020  
 Phone: 701-237-0107  
 Fax: 701-237-9261

To: SUN ELECTRIC INC  
 411 39TH ST NW  
 FARGO ND 58102-3972  
 Attn: TYLER  
 Phone: 701-281-9140  
 Fax: 701-281-9194  
 Email: DEAN.ZASTOUPIL@GRAYBAR.COM

Date: 05/24/2018  
**Proj Name:** CITY HALL DIRTT C/O  
**GB Quote #:** 0230197370  
 Release Nbr:  
 Purchase Order Nbr:  
 Additional Ref#  
 Valid From: 05/24/2018  
 Valid To: 06/23/2018  
 Contact: DEAN ZASTOUPIL  
 Email: dean.zastoupil@graybar.com

**Proposal**

We Appreciate Your Request and Take Pleasure in Responding As Follows

**Notes:** THE COST SHOWN INCLUDES FREIGHT FROM THE FACTORY.

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		3 EA	LITHONIA LTG	NPP16 D	MVOLT 16AMP 0-10V DIMMING RELAY PACK	\$88.33	1	\$264.99
GB Part #: 25676086 UPC #: 88879119091								
200		3 EA	LITHONIA LTG	NWSX PDT LV DX WH	LOW VOLT WALL DUAL TECH OCCU/SENSR/DIM MR	\$148.28	1	\$444.84
GB Part #: 25676084 UPC #: 75357397391								

Total in USD (Tax not included): \$709.83

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com) 24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

13a

<b>City of Fargo Staff Report</b>			
<b>Title:</b>	Timber Parkway 3 <sup>rd</sup> Addition	<b>Date: Updated:</b>	4/26/2018 6/13/2018
<b>Location:</b>	4801, 5003, 5055, 5081, 5107, and 5161 Timber Parkway South	<b>Staff Contact:</b>	Maegin Elshaug
<b>Legal Description:</b>	Lot 3, Block 1, Timber Parkway Second Addition and Lots 2-6, Block 1, Timber Parkway First Addition		
<b>Owner(s)/Applicant:</b>	PLC Investments, LLC/Nate Vollmuth	<b>Engineer:</b>	Bolton & Menk
<b>Entitlements Requested:</b>	Minor Subdivision (replat of Lot 3, Block 1, Timber Parkway Second Addition and Lots 2-6, Block 1, Timber Parkway First Addition to the City of Fargo, Cass County, North Dakota)		
<b>Status:</b>	City Commission Public Hearing: June 18, 2018		

<b>Existing</b>	<b>Proposed</b>
<b>Land Use:</b> Vacant Land	<b>Land Use:</b> Future Commercial Development
<b>Zoning:</b> GC, General Commercial with a C-O, Conditional Overlay	<b>Zoning:</b> unchanged
<b>Uses Allowed:</b> General Commercial allows colleges, community service, daycare centers of unlimited size, <del>detention facilities</del> , health care facilities, parks and open space, religious institutions, safety services, <del>adult entertainment centers</del> , offices, <del>off-premise advertising</del> , commercial parking, outdoor recreation and entertainment, retail sales and service, <del>self-storage</del> , <del>vehicle repair</del> , limited vehicle service, <del>aviation</del> , <del>surface transportation</del> , and major entertainment events.	<b>Uses Allowed:</b> unchanged
<b>Maximum Lot Coverage Allowed:</b> 85%	<b>Maximum Lot Coverage Allowed:</b> unchanged

**Proposal:**

The applicant is proposing a minor subdivision on the subject property. The subject properties are located at 4801, 5003, 5055, 5081, 5107, and 5161 Timber Parkway South, of Lot 3, Block 1, Timber Parkway Second Addition and Lots 2-6, Block 1, Timber Parkway First Addition, and encompass approximately 46.576 acres. The applicant intends to replat for future commercial development.

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.

**Surrounding Land Uses and Zoning Districts:**

- North: Across Timber Parkway South is SR-2, Single-Dwelling Residential, SR-4, Single-Dwelling Residential and P/I, Public and Institutional with a park, and MR-3, Multi-Dwelling Residential with apartments;
- East: Directly east is GC, General Commercial with a C-O, Conditional Overlay with vacant land; Across Timber Parkway South is SR-4, Single-Dwelling Residential with attached;
- West: Interstate 29;
- South: Across 52nd Avenue South is Single-Dwelling Residential within the City of Frontier.

**Area Plans:**

The subject property is located within the 2007 Tier 2 South Land Use Plan. In March of 2014, a growth plan amendment was approved that added additional commercial acreage within the subject property. Pursuant to the growth plan amendment, the area is deemed appropriate for commercial uses.

- Commercial
- Future School
- Industrial
- Low Med Res
- Med High Res
- Proposed Park
- Rural Res



**Context:**

**Schools:** The subject properties are located within the Fargo School District and is served by Centennial Elementary, Discovery Middle and Davies High schools.

**Parks:** Located across Timber Parkway South is Timber Creek Park, with trails and a playground.

The Timber Creek development as a whole includes park land dedication (approximately 9.86 acres). Currently, there are no other parks with programmed space or amenities proximal to this development; however, the shared use path and trail network is very strong in this area. The *Prairie Farms Addition* on the south-side of 52<sup>nd</sup> Avenue South, will include significant open space, programmed park acreage and bike/pedestrian connectivity from 52<sup>nd</sup> Avenue to 64<sup>th</sup> Avenue South.

**Pedestrian / Bicycle:** Off road bike facilities are located along Timber Parkway South and 52<sup>nd</sup> Avenue South. These facilities are a component of the metro area trail system.

**Neighborhood:** The subject property is located in the Centennial Neighborhood.

**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 replat Lot 3, Block 1, Timber Parkway Second Addition and Lots 2-6, Block 1, Timber Parkway First Addition into four lots and one block to accommodate future 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 not received any inquiries. 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.

**(Criteria Satisfied)**

**Staff Recommendation:**

Suggested Motion: "To accept the findings and recommendations of Planning Commission and staff and approve the proposed subdivision plat, **Timber Parkway 3<sup>rd</sup> 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".

**Planning Commission Recommendation: May 1, 2018**

On May 1, with a 10-0 vote, the Planning Commission accepted the findings and recommendations of staff and recommended approval to the City Commission of the proposed subdivision plat, **Timber Parkway 3<sup>rd</sup> 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.

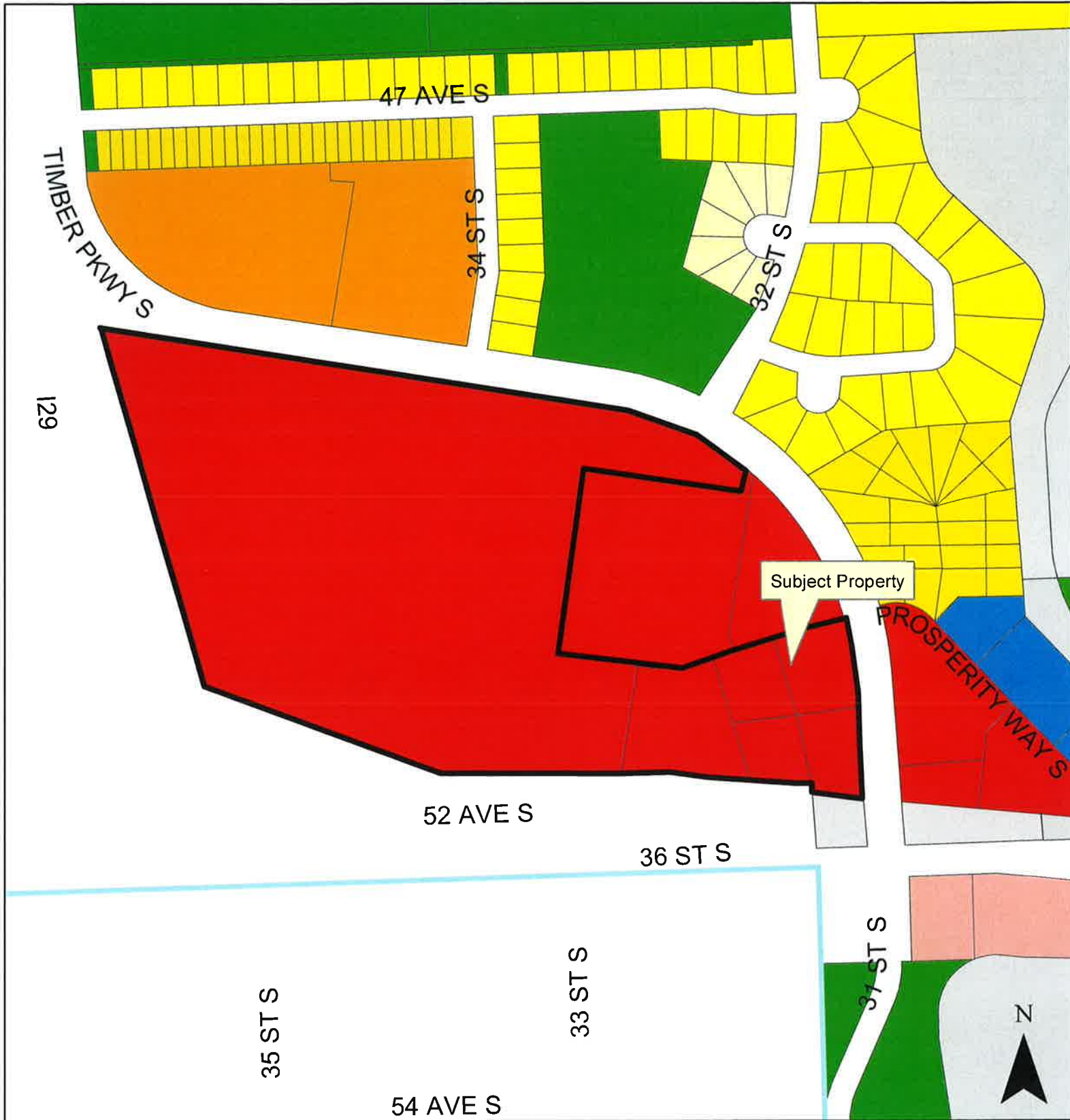
**Attachments:**

- 1. Zoning Map**
- 2. Location Map**
- 3. Preliminary Plat**

# Plat (Minor)

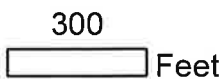
## Timber Parkway Third Addition

4801, 5003, 5055, 5081,  
5107 and 5161 Timber Pkwy S



### Legend

AG	LC	MHP	200000-1
DD	ML	NZO	200000-2
DM	MR-1	U	200000-3
CM	MR-2	UMI	200000-4
GO	MR-3	City Limits	200000-5





# Plat (Minor)

## Timber Parkway Third Addition

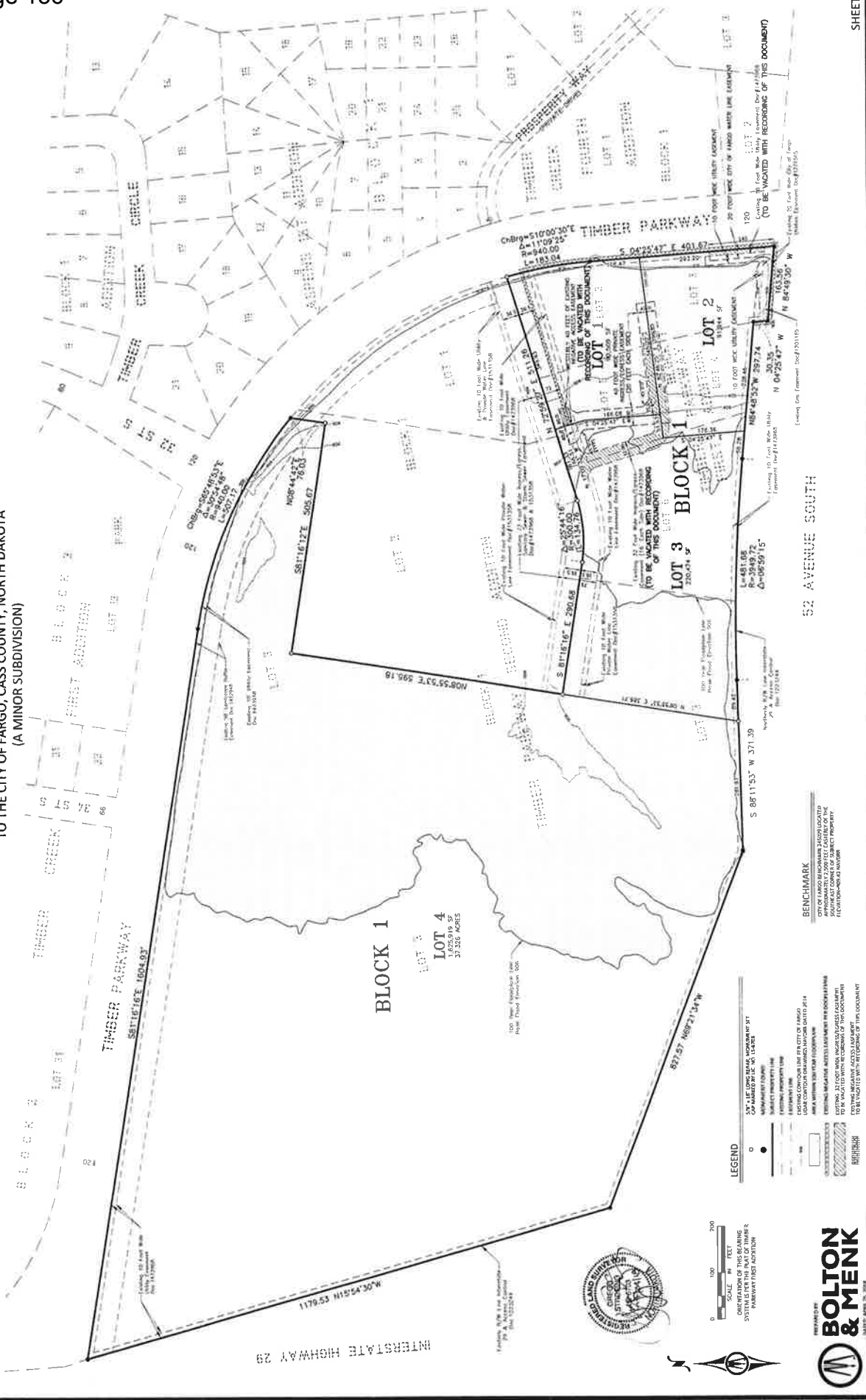
4801, 5003, 5055, 5081,  
5107 and 5161 Timber Pkwy S





# TIMBER PARKWAY THIRD ADDITION

A REPEAT OF PART OF LOT 3, BLOCK 1 OF TIMBER PARKWAY SECOND ADDITION AND LOTS 2, 3, 4, 5, & 6, BLOCK 1 OF TIMBER PARKWAY FIRST ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA (A MINOR SUBDIVISION)



**LEGEND**

- 0 20' WIDE UTILITY EASEMENT (SEE NOTE)
- 10' WIDE UTILITY EASEMENT (SEE NOTE)
- 5' WIDE UTILITY EASEMENT (SEE NOTE)
- 3' WIDE UTILITY EASEMENT (SEE NOTE)
- 1' WIDE UTILITY EASEMENT (SEE NOTE)
- 5' WIDE UTILITY EASEMENT (SEE NOTE)
- 10' WIDE UTILITY EASEMENT (SEE NOTE)
- 20' WIDE UTILITY EASEMENT (SEE NOTE)
- 30' WIDE UTILITY EASEMENT (SEE NOTE)
- 40' WIDE UTILITY EASEMENT (SEE NOTE)
- 50' WIDE UTILITY EASEMENT (SEE NOTE)
- 60' WIDE UTILITY EASEMENT (SEE NOTE)
- 70' WIDE UTILITY EASEMENT (SEE NOTE)
- 80' WIDE UTILITY EASEMENT (SEE NOTE)
- 90' WIDE UTILITY EASEMENT (SEE NOTE)
- 100' WIDE UTILITY EASEMENT (SEE NOTE)
- 120' WIDE UTILITY EASEMENT (SEE NOTE)
- 150' WIDE UTILITY EASEMENT (SEE NOTE)
- 200' WIDE UTILITY EASEMENT (SEE NOTE)
- 250' WIDE UTILITY EASEMENT (SEE NOTE)
- 300' WIDE UTILITY EASEMENT (SEE NOTE)
- 400' WIDE UTILITY EASEMENT (SEE NOTE)
- 500' WIDE UTILITY EASEMENT (SEE NOTE)
- 600' WIDE UTILITY EASEMENT (SEE NOTE)
- 700' WIDE UTILITY EASEMENT (SEE NOTE)
- 800' WIDE UTILITY EASEMENT (SEE NOTE)
- 900' WIDE UTILITY EASEMENT (SEE NOTE)
- 1000' WIDE UTILITY EASEMENT (SEE NOTE)



# TIMBER PARKWAY THIRD ADDITION

A REPLAT OF LOT 3, BLOCK 1 OF TIMBER PARKWAY SECOND ADDITION AND LOTS 2, 3, 4, 5 & 6, BLOCK 1 OF TIMBER PARKWAY FIRST ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA (A MINOR SUBDIVISION)



**OWNERS DESCRIPTION AND DEDICATION**

KNOW ALL MEN BY THESE PRESENTS, That PFC Investment LLC, a North Dakota Limited Liability Company as owner of a parcel of land located in the South Hill of Section 35, Township 139 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, and more particularly described as follows:

Lot 2, 3, 4, 5 and 6, Block 1 of TIMBER PARKWAY FIRST ADDITION to the City of Fargo according to the record plat thereof on file in the office of the County Recorder, Cass County, North Dakota.

AND

Lot 3, Block 1, TIMBER PARKWAY SECOND ADDITION, according to the recorded plat thereof on file in the office of the County Recorder, Cass County, North Dakota.

Containing 2,028,847 square feet or 45.576 acres more or less, and is subject to existing easements of record.

Said owner has caused the above described parcels of land to be surveyed and platted as "TIMBER PARKWAY THIRD ADDITION" to the City of Fargo, Cass County, North Dakota and do hereby waive the 32 foot wide utility easement shown on this plat and do hereby dedicate to Lots 1, 2 and 3 the 40 foot wide private ingress/egress easement as shown on this plat for the purpose so stated and do hereby dedicate to the City of Fargo the 20 foot wide utility easement in Lot 2 as shown on this plat for the purpose so stated and do hereby dedicate to the public the 10 foot wide utility easement in Lot 2 as shown on this plat.

**OWNER:**  
 PFC Investment LLC  
 By: Kevin Christmann, President  
 State of North Dakota }  
 County of Cass

On this 25th day of April, 2018, in the year 2018 before me personally appeared Kevin Christmann, President, PFC Investment LLC known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of PFC Investment LLC.

Notary Public  
 State of North Dakota }  
 County of Cass

**MORTGAGE HOLDER:**  
 First International Bank & Trust  
 By: Brian Hagen, East Market President  
 State of North Dakota }  
 County of Cass

On this 25th day of April, 2018, in the year 2018 before me personally appeared Brian Hagen, East Market President, First International Bank & Trust, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of First International Bank & Trust.

Notary Public  
 State of North Dakota }  
 County of Cass

**CITY OF FARGO ENGINEERING DEPARTMENT APPROVAL**

Approved by City Engineer this 24th day of July, 2018

Mark H. Blittner, City Engineer  
 State of North Dakota }  
 County of Cass

On this 24th day of July, 2018, in the year 2018 before me personally appeared Mark H. Blittner, City Engineer, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same.

Notary Public  
 State of North Dakota }  
 County of Cass

**SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT**

I, Gregg Stroeing, Registered Professional Land Surveyor under the laws of the State of North Dakota do hereby certify that this plat is a correct representation of the survey, that all easements, rights and interests shown and that the applicable boundary lines are correctly designated on the plat.

Gregg Stroeing, Registered Professional Land Surveyor  
 State of North Dakota }  
 County of Cass

On this 25th day of April, 2018, in the year 2018 before me personally appeared Gregg Stroeing, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same.

Notary Public  
 State of North Dakota }  
 County of Cass

**FARGO CITY COMMISSION APPROVAL**

Approved by the Board of City Commissioners and ordered filed this \_\_\_\_\_ day of \_\_\_\_\_, 2018

Timothy J. Mahoney, Mayor  
 State of North Dakota }  
 County of Cass

Attest:  
 Steven Sprague, City Auditor  
 State of North Dakota }  
 County of Cass

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2018 before me personally appeared \_\_\_\_\_, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that they executed the same on behalf of the City of Fargo.

Notary Public

**CITY OF FARGO PLANNING COMMISSION APPROVAL**

Approved by the City of Fargo Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2018

Shea Fischer, Planning Commission Chair  
 State of North Dakota }  
 County of Cass

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2018 before me personally appeared \_\_\_\_\_, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that she executed the same on behalf of the Fargo Planning Commission.

Notary Public  
 State of North Dakota }  
 County of Cass

**FARGO CITY COMMISSION APPROVAL**

Approved by the Board of City Commissioners and ordered filed this \_\_\_\_\_ day of \_\_\_\_\_, 2018

Timothy J. Mahoney, Mayor  
 State of North Dakota }  
 County of Cass

Attest:  
 Steven Sprague, City Auditor  
 State of North Dakota }  
 County of Cass

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2018 before me personally appeared \_\_\_\_\_, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that they executed the same on behalf of the City of Fargo.

Notary Public



PREPARED BY  
**BOLTON & MENK**  
 PLATTSMAN, WATSON, & ASSOCIATES, P.A.

136

<b>City of Fargo Staff Report</b>			
<b>Title:</b>	Maple Valley Fourth Addition	<b>Date: Update:</b>	4/26/2018 6/4/2018
<b>Location:</b>	3350, 3430, 3460, 3480, and 3540 63rd Avenue South	<b>Staff Contact:</b>	Barrett Voigt
<b>Legal Description:</b>	Lot 2, Block 7, Maple Valley Addition		
<b>Owner(s)/Applicant:</b>	Verazity Properties, LLC/Jon Miller	<b>Engineer:</b>	Mead & Hunt
<b>Entitlements Requested:</b>	<b>Minor Subdivision</b> ( Replat of Lot 2, Block 7, Maple Valley Addition, to the City of Fargo, Cass County, North Dakota)		
<b>Status:</b>	City Commission Public Hearing: June 18, 2018		

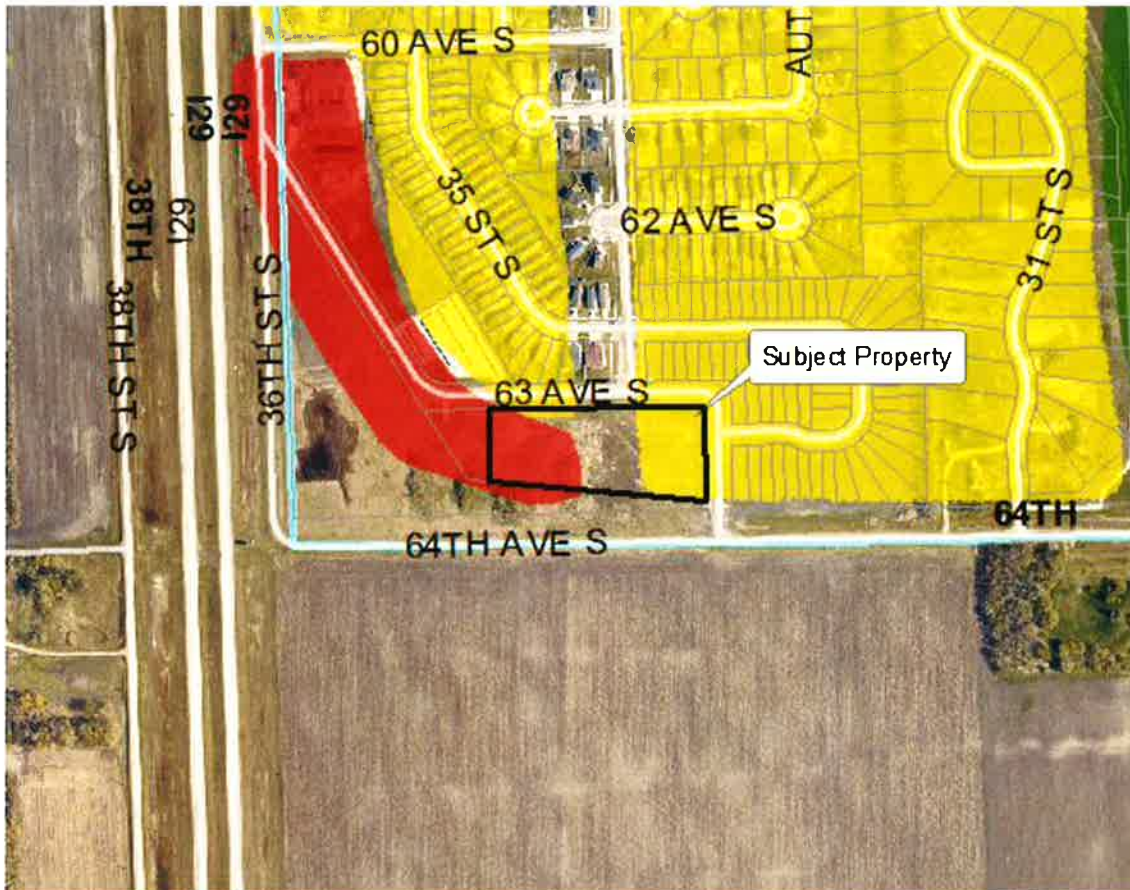
<b>Existing</b>
<b>Land Use:</b> Self-service storage
<b>Zoning:</b> LC, Limited Commercial
<b>Uses Allowed:</b> Colleges, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, offices, off premise advertising signs, commercial parking, retail sales and service, self- service storage, vehicle repair, limited vehicle service
<b>Maximum Density Allowed:</b> 55% building coverage

<b>Proposed</b>
<b>Land Use:</b> Future Commercial Development
<b>Zoning:</b> No Change
<b>Uses Allowed:</b> No Change
<b>Maximum Density Allowed:</b> No Change

<b>Proposal:</b>
<p>The applicant is seeking approval of a minor subdivision, entitled Maple Valley Fourth Addition, which is a replat of Lot 2, Block 7, Maple Valley Addition. The subject properties are located at 3350, 3430, 3460, 3480, and 3540 63rd Avenue South and encompass approximately 3.91 acres. The applicant is proposing a three (3) Lot, one (1) Block minor subdivision for future commercial development purposes.</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><b>Surrounding Land Uses and Zoning Districts:</b></p> <ul style="list-style-type: none"> <li>• <b>North:</b> Across 63rd Avenue South; LC, Limited Commercial and SR-4, Single Dwelling Residential with twin home and self-service storage uses</li> <li>• <b>East:</b> Across 33rd Street South; SR-4, Single Dwelling Residential with vacant land use</li> <li>• <b>South:</b> P/I, Public and Institutional with vacant land use</li> <li>• <b>West:</b> P/I, Public and Institutional with vacant land use</li> </ul>

**Area Plans:**

The subject properties are located within the bounds of the 2001 Growth Plan (South Remainder Land Use Plan). The plan designates portions of the subject area as suitable for "Commercial" and "Low to Medium Residential" land uses.



**Schools and Parks:**

**Schools:** The subject property is located within the Fargo Public School District and is served by Centennial Elementary, Discoveries Middle, and Davies High schools.

**Neighborhood:** The subject property is located in the Maple Valley Neighborhood.

**Parks:** Maple Valley Park is proposed to be located approximately a quarter (.25) mile northeast of the subject property. Amenities are unknown at this time.

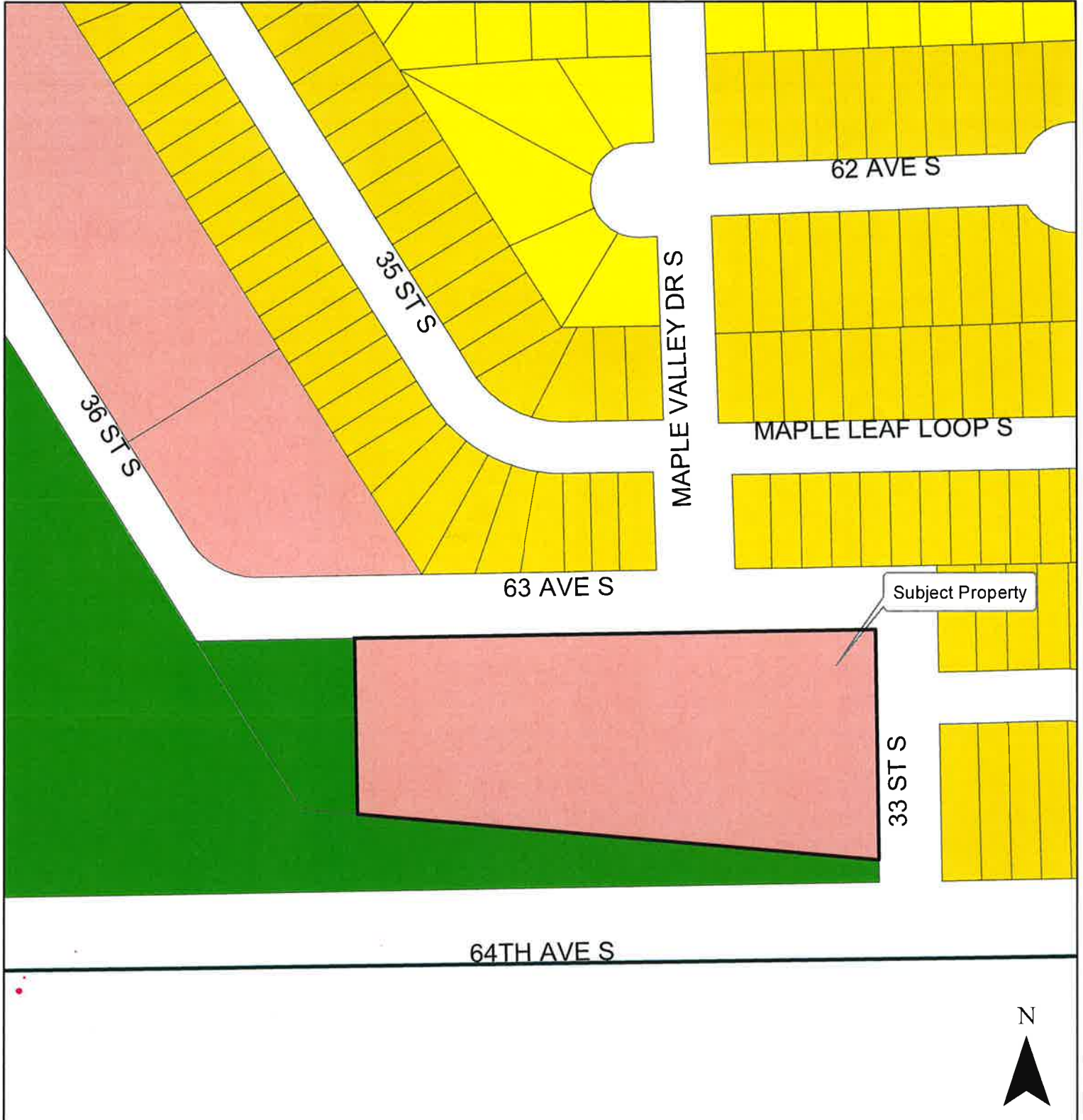
**Pedestrian / Bicycle:** Off-road bike facilities are provided along 31st Street South approximately less than a quarter mile (.25 miles) east of the subject property and are a component of the metro area bikeways system.

<p><b>Staff Analysis:</b></p>
<p><b>Minor Subdivision</b></p> <p>The LDC stipulates that the following criteria is met before a minor plat can be approved:</p> <ol style="list-style-type: none"> <li> <p><b>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.</b></p> <p>The subdivision is intended to replat Lot 2, Block 7, Maple Valley Addition into three lots and one block 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 not received any inquiries. 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.</p> <p><b>(Criteria Satisfied)</b></p> </li> <li> <p><b>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.</b></p> <p>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 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.</p> <p><b>(Criteria Satisfied)</b></p> </li> </ol>
<p><b>Planning Commission Recommendation: May 1, 2018</b></p>
<p>On May 1, 2018 with a 10-0 vote, the Planning Commission accepted the findings and recommendations of staff and recommended approval to the City Commission of the proposed subdivision plat, <b>Maple Valley Fourth Addition</b> 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.</p>
<p><b>Staff Recommendation:</b></p>
<p>Suggested Motion: "To accept the findings and recommendations of staff and the Planning Commission and hereby move to approve of the proposed subdivision plat, <b>Maple Valley Fourth Addition</b> 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."</p>
<p><b>Attachments:</b></p>
<ol style="list-style-type: none"> <li>1. Zoning Map</li> <li>2. Location Map</li> <li>3. Preliminary Plat</li> </ol>

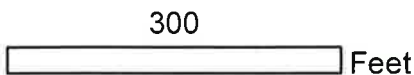
# Plat (Minor)

3350, 3430, 3460, 3480, 3500  
and 3540 63rd Avenue South

## Maple Valley Fourth Addition



AG	LC	MHP	SR-1
DMU	LI	NCI	SR-2
GC	MR-1	NO	SR-3
GI	MR-2	P/I	SR-4
GO	MR-3	UMU	SR-5



Fargo Planning Commission  
May 1, 2018



# Plat (Minor)

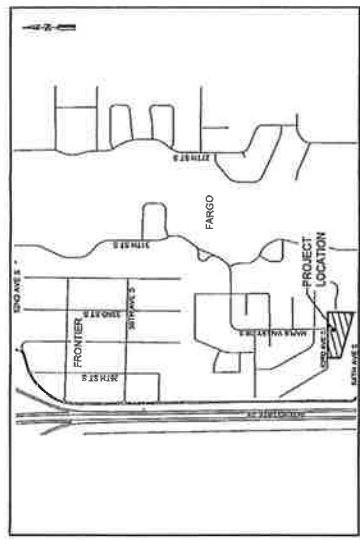
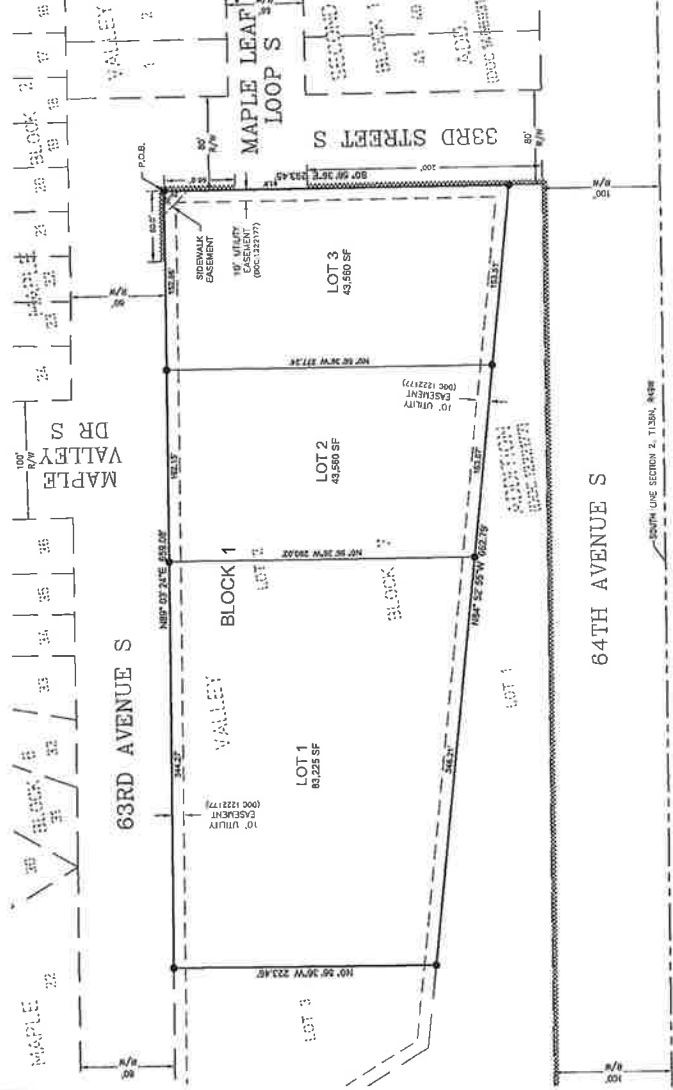
3350, 3430, 3460, 3480, 3500  
and 3540 63rd Avenue South

## Maple Valley Fourth Addition



# MAPLE VALLEY FOURTH ADDITION

A REPLAT OF LOT 2, BLOCK 7 OF MAPLE VALLEY ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA (A MINOR SUBDIVISION)



**LEGEND**

- Monument in place
- Government lot
- Unimproved land
- Existing Easement
- Existing Negative Access Easement
- New Negative Access Easement
- Boundary Line
- Section Line
- Existing Property Line
- Existing Easement Line
- New Easement Line

**NOTES:**

1. This City of Fargo Replat Map community-panel number 3807700070 is in accordance with US Code and North Dakota Code and is included in Special Flood Hazard Areas (SFHAs).

2. Negative access easements are noted on this plat. The easement dedicated as part of the right of way vehicle easement denies direct vehicular access to a street or public way from the lot or block adjacent to such street or way. The negative access easement is shown as a dashed line with the boundary of the adjacent lot or block.

**CITY ENGINEER'S APPROVAL**  
Approved by this City Engineer this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY ENGINEER**  
\_\_\_\_\_

**FARGO PLANNING COMMISSION APPROVAL**  
Approved by the City of Fargo Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Chair**  
\_\_\_\_\_

**FARGO CITY COMMISSION APPROVAL**  
Approved by the Board of City Commissioners and entered filed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Mayor**  
\_\_\_\_\_

**OWNER'S CERTIFICATE**  
I, the undersigned, have executed the plat herein, and I am the owner of the land described in the plat. I have caused the plat to be recorded in the office of the County Recorder, Cass County, North Dakota, and I have caused the same to be published in the manner required by law. I have caused the same to be published in the manner required by law. I have caused the same to be published in the manner required by law.

**OWNER**  
Maple Valley Properties, LLC

**Notary Public**  
\_\_\_\_\_

**MORTGAGEE**  
WISCONSINA

**Notary Public**  
\_\_\_\_\_

**SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT**  
I, the undersigned, have surveyed and located the plat herein, and I am the owner of the land described in the plat. I have caused the plat to be recorded in the office of the County Recorder, Cass County, North Dakota, and I have caused the same to be published in the manner required by law. I have caused the same to be published in the manner required by law.

**Notary Public**  
\_\_\_\_\_

**Mead & Hunt**  
Project No. 4573300-190750.01  
SHEET 1 OF 1





14

**MEMORANDUM**

**DATE:** June 14, 2018  
**TO:** City Commission  
**FROM:** Maegin Elshaug, Planning Coordinator  
Nicole Crutchfield, Director of Planning and Development  
**RE:** Certified Local Government Grants

The Fargo Historic Preservation Commission applied for and was awarded a 2018 Certified Local Government (CLG) grant from the State Historical Society of North Dakota for \$6,950, grant number 38-18-161422-27.

The funds will be used to sponsor the attendance of one staff member and one member of the Fargo Historic Preservation Commission to the 2018 National Trust for Historic Places Conference.

Fargo also hosted the 2018 annual CLG meeting, and the grant funds will be used to cover that expense.

**Recommended Action:** Accept the 2018 CLG grant award to the City of Fargo from the State Historical Society of North Dakota.





STATE HISTORICAL SOCIETY  
CLG (Certified Local Government) AGREEMENT  
FOR  
NATIONAL PARK SERVICE'S  
HISTORIC PRESERVATION GRANT FUNDS  
2018

Catalog of Federal Domestic Assistance Number 15-904

THIS AGREEMENT, for the purpose of implementing the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.) is entered into by and between the STATE OF NORTH DAKOTA through the STATE HISTORICAL SOCIETY OF NORTH DAKOTA with its principal place of business at Bismarck, North Dakota, hereinafter called the "SOCIETY," and the City of Fargo, with its principal place of business at Fargo, ND, hereinafter called the "GRANTEE."

The parties recite and declare:

THAT SOCIETY desires to have performed **Administration of the Fargo CLG and travel and education** hereafter called the "Project," for the purposes described in the State Historical Society of North Dakota's Announcement of CLG Funds Available for FFY2018, a copy of which is found as Attachment 1 to this Agreement, and;

That it is the desire of GRANTEE that the SOCIETY share in the funding and administration of the Project, and to further act as agent of the National Park Service, a division of the United States Department of Interior, to assure satisfactory performance;

THEREFORE, in consideration of the covenants to be performed by each party on behalf of the other, as hereinafter set forth, IT IS UNDERSTOOD AND AGREED by and between the parties hereto as follows;

SECTION I. WORK STANDARDS

- A. Work performed by GRANTEE will, at a minimum, be done in strict accordance with the standards outlined in Attachment 1 (State Historical Society of North Dakota's Announcement of CLG Funds Available for FFY2018) of this Agreement and the submitted proposal and related correspondence found as Attachment 2 of this Agreement.
- B. Any modification which materially alters the Project scope of work, materials to be produced, reporting/products submittal dates, or items in the budget must have written approval of SOCIETY before such change is implemented.
- C. All products developed to identify, evaluate, or preserve historic properties and which were generated using Project funds must be in compliance with the Secretary of Interior's "Standards for Historic Preservation."
- D. Work performed under this agreement must be supervised by personnel meeting qualification requirements in 36 CFR §61.6(e)(2)(ii) as set forth in the Secretary of the Interior's Historic Preservation Professional Qualifications Standards.

SECTION II. CONTRADICTIONS BETWEEN AGREEMENT AND ATTACHMENTS 1 & 2 TO THIS AGREEMENT.

- A. In the event contradictions in interpretation between this Agreement and Attachments 1 and 2 to this Agreement occur, the Agreement shall be considered the governing document.

SECTION III. GRANT AWARD

- A. SOCIETY shall award a National Park Service's Historic Preservation grant in the amount of **six thousand nine hundred and fifty dollars (\$6,950)** to GRANTEE for GRANTEE'S use in execution of the Project.
- B. GRANTEE shall match the six thousand nine hundred and fifty dollars (\$6,950) of grant monies awarded by SOCIETY with nonfederal funds, or donated labor, equipment and materials, or any combination thereof. The amount of match shall not be less than forty percent (40%) of the grant amount or **four thousand six hundred thirty three dollars (\$4,633)** and the combined amount of grant and match shall not be less than eleven thousand five hundred eighty three dollars (\$11,583) and shall be used only to execute the Project.
- C. SOCIETY, in the event that the final cost of the Project is less eleven thousand five hundred eighty three dollars (\$11,583), shall reimburse GRANTEE a maximum of sixty (60%) of the actual Project cost.
- D. If the actual and final Project cost exceeds eleven thousand five hundred eighty three dollars (\$11,583), GRANTEE shall be solely responsible for payment of the excess amount.
- E. Grant funds awarded to GRANTEE cannot be used as match in any other federal project.

SECTION IV. DONATED LABOR, EQUIPMENT, AND MATERIALS

- A. When donated labor is used in whole or in part as GRANTEE'S nonfederal matching contribution, the reporting and use of this labor shall comply with the requirements set forth in Attachment 3 of this Agreement.
- B. When donated equipment and material are used in whole or in part of GRANTEE'S nonfederal matching contribution, the use and reporting of this material and equipment shall comply with the requirements set forth in Attachment 4 of this Agreement.
- C. When donated materials, labor, or equipment are used by GRANTEE on the Project, GRANTEE shall submit completed forms (Attachments 3 and 4) to SOCIETY within ninety (90) days of the use of the donation.
- D. GRANTEE shall not submit as donated labor, equipment, or materials any labor, equipment, or materials which was obtained using federal funds or is used as nonfederal share to match any other federal grant program or contract.

SECTION V. NONEXPENDABLE PERSONAL PROPERTY

- A. Nonexpendable personal property (as defined by Office of Management and Budget (OMB) Circular A-110, Attachment N, Section 2.c) purchased in whole or in part with National Park Service's Historic Preservation grant funds is the property of the SOCIETY, and shall be delivered to the SOCIETY at the end of the period of the grant award unless otherwise agreed to in writing by SOCIETY.

SECTION VI. DISTRIBUTION OF RESEARCH FINDINGS

- A. During the effective dates of this Agreement any and all reports, information, data, and findings prepared or assembled under this Agreement shall be made available to any individual or organization through SOCIETY to the extent as provided under NDCC 55-02-07.1, and the publication of such information in any form must have prior written agreement from SOCIETY.
- B. Any press release or other public dissemination of information about the Project must acknowledge the Department of Interior, National Park Service, and the SOCIETY'S grant support and must have prior written approval for dissemination from SOCIETY.

SECTION VII. PROJECT REPORTING

- A. GRANTEE shall submit to the SOCIETY, on or before the last day of each month, reports of the Project's progress and any impediments which might delay progress. This report shall include a brief narrative description of GRANTEE'S performance and Project's development.
- B. GRANTEE shall submit to SOCIETY reports, documents, or other materials as listed in Attachment 5 to Society for approval. These submittals must occur on or before the deadline listed for each on Attachment 5. After each submittal, SOCIETY will have at least thirty (30) days and no more than sixty (60) days to review each submittal and to return to GRANTEE a report of required modifications. GRANTEE must incorporate these modifications into the reports, documents or other material (as appropriate) before resubmittal of such to the SOCIETY.
- C. GRANTEE shall submit to SOCIETY on or before May 1, 2018, a comprehensive report identifying the portion of the project that was completed before March 1, 2018. GRANTEE shall include a section of this report an accurate estimate of the amount of grant funds and nonfederal match that was spent on the project before March 1, 2018.
- D. GRANTEE shall submit to Society within 30 days of project completion a report comparing completed activities, products, and expenses with those approved listed in the Project proposal (Attachment 2). This report must be submitted no later than May 1, 2018.

SECTION VIII. PUBLICATIONS, AND COPYRIGHTS

- A. An acknowledgment of NPS support must be made in connection with the publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under,

any activity supported by HPF grant funds. This acknowledgment shall be in the form of the following statement.

Project was partially funded by the Historic Preservation Fund, National Park Service, Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this material do not necessarily reflect the views of the Department of the Interior.

- B. GRANTEE is free to copyright any books, publications, or other copyrightable materials developed as a result of this Agreement. However, any such copyrightable materials will be subject to a royalty free, nonexclusive, and irrevocable license throughout the world to SOCIETY and/or the United States Government to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Furthermore, SOCIETY and/or the United States Government shall have the right at any time to modify, remove, obliterate, or ignore any of the markings on materials produced as a result of this agreement. GRANTEE shall not include in the materials produced as a result of this Agreement any copyrighted matter without the written approval of the copyright owner. The written copyright approval must indicate that the release of material extends to SOCIETY and/or the United States Government.

#### SECTION IX. REIMBURSEMENT

- A. GRANTEE shall forward a request for reimbursement for the Project work performed to SOCIETY on SOCIETY-provided reimbursement forms (Attachment 6). Reimbursement will be paid according to the schedule found on Attachment 7. Reimbursements requests must list the federal share of expenses, the expenditure of GRANTEE match and the date on which each occurred. All other documentation required to substantiate Project costs (canceled checks, invoices, mileage logs, time sheets, work logs, and expense receipts, as applicable) shall be kept on file by GRANTEE and submitted upon request to SOCIETY.
- B. All reimbursement requests and matching fund documentation for expenses incurred between March 1, 2018 and February 29, 2019 must be received by SOCIETY on or before May 1, 2019.
- C. SOCIETY will withhold all reimbursement from GRANTEE until corrective measures are taken if GRANTEE submits reports that indicate a lack of progress or if GRANTEE does not meet report/material submission deadlines.
- D. SOCIETY will not reimburse expenses for any product that does not meet the Secretary of Interior's "Standards" or does not conform to the terms and conditions of this contract.
- E. GRANTEE shall reimburse SOCIETY for any and all overpayments on the Project, including but not limited to any work items, supplies, materials, equipment, wages, salaries or expenses if disallowed by SOCIETY and/or the National Park Service as part of their audit procedures.
- F. GRANTEE agrees to document all allowable Project expense not reimbursed by federal funds and all in-kind donations of labor and/or equipment given to Project which exceeds the agreed upon match listed in Section III of this Agreement and submit the same to SOCIETY as Project match for SOCIETY's use.

SECTION X. PERIOD OF GRANT AWARD

- A. The funds awarded to GRANTEE through this Agreement shall be available to the GRANTEE for use on the Project from March 1, 2018 through September 30, 2019. Expenses incurred by GRANTEE after September 30, 2019 will not be eligible for reimbursement. Funds awarded under the Agreement for which GRANTEE has not submitted eligible reimbursement requests on or before **November 1, 2019** or for which GRANTEE has submitted reimbursement requests but has not received reimbursement by December 1, 2019 (due to GRANTEE noncompliance with product submittal dates or standards) shall revert to SOCIETY, and GRANTEE shall under no circumstances, nor at any future time, be eligible to request nor receive all or any portion of the grant funds.

SECTION IX. PROHIBITION OF TRANSFER OF INTEREST

- A. GRANTEE shall not transfer interest in this Agreement, neither in whole or in part, without the express written consent of SOCIETY.

SECTION XII. ACCOUNTING SYSTEMS, RECORD RETENTION AND AUDIT EXAMINATION

- A. GRANTEE, upon signing this Agreement, assures SOCIETY that GRANTEE has an adequate accounting system and is able to administer the National Park Service's Historic Preservation grant according to accepted accounting standards appropriate to the amount of the grant.
- B. SOCIETY, the United States Department of the Interior, the Comptroller General of the United States, or any of their duly authorized representative shall have access to any books, documents, papers, notes, tapes, and records of GRANTEE which are directly pertinent to this Agreement, for the purpose of making audit examination, or to transcribe all or any portion of the above described materials (Pursuant to Office of Management and Budget (OMB) Circular A-102, [43 CFR 12]).
- C. GRANTEE shall maintain all administrative and fiscal records relating to the Project for three years after the final grant reimbursement is made by SOCIETY to GRANTEE and all other pending matters are closed (Pursuant to Office of Management and Budget (OMB) Circular A-102, [43 CFR 12]).
- D. GRANTEE shall comply with the Single Audit Act of 1996 and (OMB) Circular A-133 for state and local governments. Upon completion of the applicable audits, a letter from the auditor regarding the audit findings must be submitted to the SOCIETY.

SECTION XIII. COMPLIANCE WITH CIVIL RIGHTS ACT

- A. GRANTEE shall comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq., with regards to the Project for which the grant funds awarded shall be used.

SECTION XIV. ASSURANCES

- A. All rules and regulations of the National Park Service, United States Department of the Interior, applicable to the conduct of a project under the National Historic Preservation Act of 1966 as amended, including the "Assurances" found as Attachment 8 to this Agreement, are made a part of this Agreement and are binding on both SOCIETY and GRANTEE.
- B. GRANTEE shall comply with the regulations, policies, guidelines, and requirements, including Office of Management and Budget circulars A-21, A-87, A-102, A-122, and 48 CFR 31.2 as they relate to the application, acceptance and use of federal funds for this federally-funded grant.

SECTION XV. PROHIBITION ON LOBBYING

- A. GRANTEE shall not include in requests for payment under this Agreement any costs to influence legislation pending before Congress. GRANTEE must conform to the provisions of 18 USC 1913:

"No part of the money appropriated by an enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Departments or agencies from communicating to Members of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business."

SECTION XVI. TERMINATION

- A. SOCIETY, by written notice, may terminate this Agreement, in whole or in part, if GRANTEE fails to comply with the conditions of this Agreement. Upon determination by SOCIETY that GRANTEE has failed to comply with the conditions of this Agreement, SOCIETY shall promptly provide written notification to GRANTEE, of the determination, reasons for the termination, and the effective termination date. SOCIETY shall not, however, terminate this Agreement without first issuing a termination notice informing GRANTEE of reasons for termination and providing a period of not less than twenty-five (25) days for GRANTEE to take corrective measures. Grant funds awarded to GRANTEE by SOCIETY through this Agreement shall be suspended until required corrective measures have been taken by GRANTEE. No reimbursement requests for project costs incurred, whether before or after the date of notification of reasons for termination, will be processed by SOCIETY during the suspension period. No proposal for future funding may be considered by SOCIETY while GRANTEE is suspended. If GRANTEE fails to take corrective measure in the time allowed and if the contract between SOCIETY and GRANTEE is terminated for GRANTEE noncompliance, GRANTEE may be prohibited from submitting proposals to SOCIETY for future grant projects for a period of not less than three (3) years from the date of termination.

- B. Upon termination as described in the above part A. of SECTION XII. the GRANTEE shall:
  - 1. Immediately cancel as many outstanding project-incurred obligations as possible, and
  - 2. Submit within fifteen days (15) days of the date of the termination, all Project-related materials produced prior to the date of termination, and
  - 3. Repay any or all grant funds received upon request by SOCIETY or alternatively, at SOCIETY'S discretion, pay to SOCIETY the amount needed to complete the project by a third party in accordance with the terms of this Agreement.
- C. SOCIETY or GRANTEE may terminate this Agreement, in whole or in part, when both parties agree that continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The SOCIETY and GRANTEE shall agree upon the termination conditions, the effective termination date and, in the case of partial terminations, the revised project requirements and guidelines.
- D. Upon termination as described in the above part C. of SECTION XII. the GRANTEE shall:
  - 1. Immediately cancel as many outstanding project-incurred obligations as possible, and
  - 2. Submit within fifteen days (15) days of the date of the termination, all Project-related materials produced prior to the date of termination and all documentation necessary for SOCIETY to make reimbursement for eligible project costs incurred by GRANTEE prior to the date of the termination. Extensions to the fifteen (15) day deadline may be requested in writing by GRANTEE. If SOCIETY agrees to the extension request, written notification of approval will be sent to GRANTEE.
- E. GRANTEE may unilaterally cancel this Agreement any time prior to receiving the first reimbursement for eligible expenses incurred while Project work was performed. After initial reimbursement is received by GRANTEE, the Project may only be terminated, modified, or amended by GRANTEE after receiving written notification of the mutual agreement of SOCIETY.
- F. SOCIETY reserves the right to cancel or modify this agreement should federal funding be rescinded or reduced or state laws or rules modified or changed in such a way that SOCIETY is unable to fulfill the terms of this Agreement.
- G. SOCIETY reserves the right to cancel or modify this agreement should GRANTEE be unable to obtain any license, permit, or certificate required by law or regulation to be held by the GRANTEE to enable them to complete the Project.

SECTION XVII. EXTENSIONS

- A. SOCIETY may grant extensions to most scheduled Project deadline dates, for a period of up to thirty (30) calendar days, in response to each written extension request submitted by GRANTEE. In no event may GRANTEE request an extension beyond the federal funding deadline of September 30, 2019.

SECTION XVIII. AMENDMENTS

- A. This Agreement shall be amended only upon written request of either party and a receipt of written concurrence from the party to whom the request was made except as noted in Section XVII. of this Agreement.

SECTION XIX. PROPERTY OWNER CONSENT

- A. Prior to entering private property and conducting field work, the GRANTEE shall obtain written consent from the property owner, or their authorized representative, unless authorized by Society to proceed with oral consent.

SECTION XX. PROCUREMENT

- A. GRANTEE agrees to follow Federal competitive requirements found in 43 CFR 12 for all purchases of goods and services made with Federal grant funds or nonfederal matching funds and to provide evidence this process was followed when requesting reimbursement.
- B. GRANTEE agrees to abide by the federal conflict of interest restrictions as listed in 43 CFR 12.

SECTION XXI. DISCRIMINATION IN EMPLOYMENT PROHIBITED

- A. GRANTEE agrees not to discriminate in employment practices by failing or refusing to hire a person; by discharging an employee; by according adverse or unequal treatment to a person or employee with respect to application, hiring, training, apprenticeship, tenure, promotion, upgrading, compensation, layoff, or a term, privilege or condition of employment, because of race, color, religion, sex, national origin, age, physical or mental disability, or status with respect to marriage or public assistance. GRANTEE further agrees not to fail or refuse to make reasonable accommodations for an otherwise qualified person with a physical or mental disability or because of that person's religion.

SECTION XXII. NONDISCRIMINATION ON THE BASIS OF DISABILITIES

- A. GRANTEE agrees to comply with Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112, as amended, 29 U.S.C. 794 et. seq.) and the provisions of the Americans with Disabilities Act (ADA) which requires that no qualified disabled individual is solely, by reason of disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance. GRANTEE further agrees to operate the Project so that the Project, when viewed in its entirety, is readily accessible to and usable by qualified disabled person. However, this requirement does not necessarily require GRANTEE to make each of its existing historic properties or every part of a particular historic property accessible to and usable by qualified disabled persons.

SECTION XXIII. INDEPENDENT CONTRACTOR PROVISION



- A. GRANTEE is not an employee of the SOCIETY and as such is not entitled to any employee related benefits. SOCIETY does not have the right to control the manner in which the work is completed or other details of the work except to the extent specified by the terms of the contract.

SECTION XXIV. AGE DISCRIMINATION

- A. GRANTEE must comply with the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101, et seq.)

SECTION XXV. PERMITS

- A. GRANTEES performing field work on land owned by an instrumentality of the State of North Dakota must obtain a permit for each calendar year in which the field work takes place. Copies of the valid permit must be submitted to SOCIETY before any work on State lands commences.

SECTION XXVI. ARTIFACT CURATION AND STORAGE

- A. All analyzed artifacts shall be carefully washed, cataloged, recorded, and stored (or returned to landowner if requested). After analysis and final reporting, the artifacts shall be curated at the discretion of SOCIETY at either SOCIETY's facilities or facilities approved by SOCIETY. Artifacts curated at SOCIETY facilities by GRANTEE shall be curated according to SOCIETY's curation specifications.

SECTION XXVII. APPLICABLE LAW

- A. This Agreement shall be governed by and construed in accordance with the law of the State of North Dakota.

SECTION XXVIII. ADDITIONAL REQUIREMENTS

- A. GRANTEE agrees to comply with such other additional requirements as found on Attachment 9.

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

STATE OF NORTH DAKOTA  
STATE HISTORICAL SOCIETY OF NORTH DAKOTA

By: \_\_\_\_\_  
Claudia J. Berg, Director

City of Fargo

By: \_\_\_\_\_

STATE OF NORTH DAKOTA )  
 ) ss  
COUNTY OF BURLEIGH )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year of \_\_\_\_\_ before me personally appeared Claudia J. Berg, Director, known to me to be the person who is described in and who executed the written instrument and acknowledged to me that the State Historical Society of North Dakota executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF NORTH DAKOTA )  
 ) ss  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_ personally appeared \_\_\_\_\_ known to me to be the person who is described in and who executed the written instrument and acknowledged to me that the executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires:

## Certified Local Government Grant Program

### Application Guidelines

FFY 2018

March 1, 2018 – February 28, 2019

---

The State Historical Society of North Dakota (SHSND) has yet to receive information on the final Historic Preservation Fund (HPF) monies for Federal Fiscal Year (FFY) 2018. We anticipate a similar level to 2017 of \$693,000. A minimum of 10% of the HPF funds will be dedicated to Certified Local Governments and available through a competitive grant award to the 7 CLGs in North Dakota.

Special note: Contracts will not be finalized until the SHPO has finalized HPF award with the National Park Service. Any major work (ie: hiring contractor) on projects should not occur until after contract is signed.

#### APPLICATION PROCESS

To apply for a portion of this funding, CLGs must submit **six (6)** complete copies of the application to the State Historical Society of North Dakota by **Friday, February 23, 2018**.

The application must contain the following items:

- 1) Completed Application Form (Attachment 2). A signed form is preferred but the CLG may submit an unsigned form with the application and wait to submit a signed form after the total amount of the grant has been finalized.
- 2) A comprehensive budget for the entire grant year (March 1, 2018 - February 28, 2019) which includes the combined expenses and match for all projects.
- 3) A proposal for each project which includes the following:
  - a) A narrative description of the project. The narrative should include the importance, goals and objectives of the project, public benefit, how this project will further local, regional or state historic preservation plans.
  - b) A list of products which will result from the project, (contexts, nominations, survey reports, brochures, historic preservation plans, public education activities, etc.).
  - c) A time line with dates for submission of products and completion of goals
  - d) A detailed budget, showing line item expenses, methods used to arrive at the figures, and match amounts and their sources.

- 4) A list of all current Historic Preservation Commission members, including the Coordinator (if applicable). The list must include each member's address, phone number, email address, position on the commission, and the rate that is used to evaluate their donated time.
- 5) A list of current city or county commissioners for the CLG and their contact information; include the chief elected officer of the local government.
- 6) Historic Preservation Commission meeting minutes which show that the Commission has approved the projects for which funding is being requested and has approved the submittal of the grant application.
- 7) The signed "Assurances-non-construction programs" form (Attachment 8)

The forms required for items 1 and 7, are attached. The forms must be signed by the chief elected officer of the county or city (i.e. president, mayor, chairman).

The application will be for funds to be spent from March 1, 2018 - February 28, 2019.

## PROJECT INSTRUCTIONS

Each project must have a separate narrative, budget, time line and products list. General CLG administration, as well as each survey, nomination, or development project are considered separate projects. For example, if a CLG is planning to ask for funds for administering the CLG, for doing a survey, for writing a national register nomination, and for printing a brochure; that CLG would submit a separate narrative, budget, product list and time line for each of those four projects. (See the sample application.)

Each CLG must apply for an administrative budget. This should be project #1. The administration project must be a complete project with narrative and budget.



The Administration Project will contains activities pertinent to budget formulation and execution, personnel management, finance, property management, equal opportunity, and other "overhead" functions not directly attributable to specific projects. In accordance with National Park Service requirements, funding in this Program Area may not exceed 25% of the CLGs annual award.

## BUDGET INFORMATION

All figures should be rounded to the nearest dollar and miscellaneous categories are not eligible.

Allowable travel costs cannot exceed the rates established by the State of North Dakota:

- 1) The rate for mileage cannot exceed 54.5¢ per mile to a geographic point 300 miles each way from the borders of the state, and 18¢ per mile for the remaining distance.
- 2) The rate for meals cannot exceed \$35.00 (Breakfast: \$7, Lunch \$10.50, Dinner: \$17.50) per day per person in North Dakota; federal rates apply outside of North Dakota and vary per city.
- 3) The rate paid for in state lodging cannot exceed \$83.70 plus tax per night per person.

Federal rates apply outside of North Dakota and vary per city. If you need out-of-state rates for travel, please contact Amy Munson.

## MATCH

All requested funds must be matched by local funding or in-kind donations. **The minimum match amount is 40%.**

Each project does not have to have 40% match but the cumulative match for the total grant must be 40%. The cumulative match must equal the total match on the application form.

## CALCULATING MATCH

The minimum required match is 40% of the project total. The project total is the amount of the requested federal funds added to the amount of match provided. It is not 40% of the federal amount. To calculate the minimum amount of match required use the following formula:

$$(\text{Federal Funds requested}/0.6) \times 0.4 = \text{minimum required match}$$

Example: If requesting \$3500 in federal funds:

$$\begin{aligned} \$3500 \div 0.6 &= \$5833 \text{ (total project costs);} \\ \$5833 \times 0.4 &= \$2333. \text{ (total matching funds)} \end{aligned}$$

The minimum amount of match needed is \$2333.

## PAYMENT

The type of contract that will be written is “reimbursement.” CLGs will be required to submit expense receipts, in-kind labor and material forms, and a reimbursement form. SHSND will reimburse the CLG after verifying the expense and match. However, reimbursement requests will not be honored if products are overdue or if the cumulative amount of match submitted is low in comparison to the amount of reimbursement paid.

## DEADLINE

The application must be received in the State Historic Preservation Office by 5:00 p.m. on **Friday, February 23, 2018.**

## CRITERIA

In addition to the ability of an applicant to generate the required matching contribution, all applications will be evaluated with regard to standardized evaluation criteria. The proposal will be judged by what degree it demonstrates that:

- the applicant understands historic preservation goals and requirements.
- the proposed project is feasible and HPF eligible
- budget amounts are sufficient to accomplish the project as proposed.
- supporting rationale and documentation are adequate to justify budget line items.
- the contract amount is reasonable for the project.
- the planning and scheduling techniques assure quality performance.
- the quality of work done previously by the CLG meets Society's standards.
- the CLG has performed satisfactorily in past years.
- the proposed schedule will meet SHSND needs.
- the proposed project will meet SHSND comprehensive plan goals.

All application reviewers will be given information regarding CLG's performance on previous projects. This information will include any discrepancies between project deadlines and work completion dates, the accuracy of budget projections, and the quality of work performed.

## STANDARDS FOR PROJECTS

Standards for survey, planning, and National Register projects are attached. Projects proposed in these areas must follow the required standards. If a context or an archeological survey project is going to be proposed, the Society should be contacted for further information.

Send completed applications to:

Amy Munson

Grants & Contracts Officer  
State Historical Society of North Dakota  
612 East Boulevard  
Bismarck ND 58505

Questions should be directed to Amy at (701)328-3573 or e-mailed to [amunson@nd.gov](mailto:amunson@nd.gov).

ENCLOSURES:

- CLG Grant Program Application Guide
- Proposal Development: Goals & Objectives
- Sample CLG Application
- Application Checklist
- Application Form (Attachment 2)
- Assurances – Non-construction Programs (Attachment 8)
- Requirements for National Register, Planning, and Survey Projects

---

This program receives Federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age, or disability. Any person who believes she or he has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, U.S. Department of the Interior, National Park Service, 1849 C Street, NW, Mail Stop 2255 Washington, D.C. 20240.

---





**ADMINISTRATION PROJECT – NARRATIVE****Project Purpose and Intent**

The Fargo Historic Preservation Commission (FHPC) intends to use the requested administrative funds to support its ongoing work, as it relates to National Register/Eligible properties in the City of Fargo.

**Project Need**

The FHPC will provide part of its grant match through attendance at the CLG meeting and regular meetings.

**Product List**

1. Host the annual CLG Meeting, 4/20/2018
2. Members will attend regular FHPC monthly meetings, annual CLG meeting and work on FHPC projects

**Timeline**

March 2018 – February 2019

Regular FHPC meetings/CLG meeting 4/20/2018

<b>ADMIN BUDGET</b>	<b>Match</b>	<b>HPF</b>	<b>Total</b>
Host the annual CLG Meeting	\$266	\$2,200	\$2,266
FHPC (Meetings/Activities/Supplies/Postage)	\$1,200	\$0	\$1,200
<b>SUBTOTAL</b>	<b>\$1,466</b>	<b>\$2,200</b>	<b>\$3,466</b>

**TRAINING FOR NEW CLG COORDINATOR AND 2 HPC MEMBERS****Project Purpose and Intent**

To send 3 HPC members to the 2018 National Trust Conference in San Francisco.

**Project Need**

The Fargo Historic Preservation Commission would benefit from the training opportunities offered at the 2018 National Trust for Historic Preservation Conference.

**Use of funds**

Funds will be used to pay for costs related to Conference attendance, such as registration, airfare, meals, and lodging.

**Product List**

Attendees will report back to the HPC to share what they have learned.

**Timeline**

Conference attendance, November 13 – 16, 2018

CONFERENCE BUDGET	Match	HPF	Total
Airfare	\$0	\$1,800 (3 @ \$600)	\$1,800
Meals	\$0	\$888 (12 @ \$74/person/day)	\$888
Lodging	\$0	\$2,664 (12 @ \$222/person/night)	\$2,664
Registration	\$0	\$900 (3 @ \$300/person)	\$900
Misc. Costs	\$0	\$498	\$498
Forum Membership	\$0	\$250	\$250
FHPC Hours (donated hours)	\$4,667	\$0	\$4,667
<b>SUBTOTAL</b>	<b>\$4,667</b>	<b>\$7,000</b>	<b>\$11,667</b>

### **CREATE MR. HISTORY VIDEOTAPE**

#### **Project Purpose and Intent**

The Fargo Public School District has utilized presentations by Steve Stark to help fulfill their curriculum requirements for teaching North Dakota history at the elementary school level, and would like to have a videotape of the presentation.

#### **Project Need**

These interesting presentations spark students' interest in the people and places of North Dakota history, and help foster an awareness and appreciation to our historic places. Steve Stark is on the verge of retirement, and the School District desires to videotape this presentation to keep as a teaching aid for future years.

#### **Use of funds**

Funds will be used to pay for costs related to the videotaping and editing of the presentation.

#### **Product List**

A videotape record of the presentation

#### **Timeline**

Fall/winter of 2018/2019.

MR. HISTORY BUDGET	Match	HPF	Total
Videotaping Costs	\$1,666	\$2,500	\$2,266
<b>SUBTOTAL</b>	<b>\$1,466</b>	<b>\$2,200</b>	<b>\$3,466</b>

<b>COMPREHENSIVE BUDGET SUMMARY</b>	<b>Match</b>	<b>HPF</b>	<b>Total</b>
<b>PROJECT – ADMIN /HOST CLG MTG</b>	\$1,466	\$2,200	\$3,666
<b>CONFERENCE</b>	\$4,667	\$7,000	\$11,667
<b>MR. HISTORY VIDEOTAPE</b>	\$1,666	\$2,500	\$4,166
<b>TOTAL BUDGET</b>	<b>\$7,799</b>	<b>\$11,700</b>	<b>\$19,499</b>

**2017 Fargo Historic Preservation Commission**

**Michael Burns**, Chair  
2878 Lilac Lane N  
Fargo, ND 58102  
218-233-6621  
[mike@mjbald.com](mailto:mike@mjbald.com)  
Hourly Rate: \$34.77 (Architect)

**Heather Fischer**, Vice Chair  
1110 7<sup>th</sup> St S  
Fargo, ND 58103  
367-6376  
[heatherfischer@gmail.com](mailto:heatherfischer@gmail.com)  
Hourly Rate \$32.78 (Architect)

**Christine Kloubec**  
620 8<sup>th</sup> St S  
Fargo, ND 58103  
701- 235-8872  
[back400@centurylink.net](mailto:back400@centurylink.net)  
Hourly Rate: \$16.88

**Matt Boreen**  
805 6<sup>th</sup> St S  
Fargo, ND 58103  
701-200-3458  
[matthew.boreen@gmail.com](mailto:matthew.boreen@gmail.com)  
Hourly Rate: \$30.90 (Architect)

**Paul Gleye**  
311 8<sup>th</sup> St S  
Fargo, ND 58103  
701-231-5789  
[paul.gleye@ndsu.edu](mailto:paul.gleye@ndsu.edu)  
Hourly Rate: \$52.58 (Architect)

**Nathan Larson**  
819 8<sup>th</sup> Ave N  
Fargo, ND 58103  
701-237-5031  
[nathan.a.larson@gmail.com](mailto:nathan.a.larson@gmail.com)  
Hourly Rate: \$30.00 (Architect)

**Mike Dawson**  
614 8<sup>th</sup> St S  
Fargo, ND 58103  
701-371-5860  
[mike.dawson.1186@gmail.com](mailto:mike.dawson.1186@gmail.com)  
Hourly Rate: \$30.00 (Architect)

**Dawn Mayo**, CLG Coordinator  
200 3<sup>rd</sup> St N  
Fargo, ND 58102  
701-476-4137  
[dmayo@cityoffargo.com](mailto:dmayo@cityoffargo.com)  
Hourly Rate: \$31.25

**2018 Fargo City Commission**

**Mayor Tim Mahoney, MD**

200 North Third Street  
Fargo, ND 58102  
(701) 241-1310  
Fax: (701) 476-4136  
E-mail: [tmahoney@cityoffargo.com](mailto:tmahoney@cityoffargo.com)

**Commissioner Tony Grindberg**

200 North Third Street  
Fargo, ND 58102  
(701) 793-3763  
Fax: (701) 476-4136  
E-mail: [tgrindberg@cityoffargo.com](mailto:tgrindberg@cityoffargo.com)

**Commissioner Dave Piepkorn**

200 North Third Street  
Fargo, ND 58102  
(701) 241-1310  
Fax: (701) 476-4136  
E-mail: [dpiepkorn@cityoffargo.com](mailto:dpiepkorn@cityoffargo.com)

**Commissioner John Strand**

200 North Third Street  
Fargo, ND 58102  
(701) 241-1310  
Fax: (701) 476-4136  
E-mail: [jstrand@cityoffargo.com](mailto:jstrand@cityoffargo.com)

**Tony Gehrig**

200 North Third Street  
Fargo, ND 58102  
(701) 241-1310  
Fax: (701) 476-4136  
E-mail: [tgehrig@cityoffargo.com](mailto:tgehrig@cityoffargo.com)

**Memo Regarding HPC Minutes Approving Grant Application**

Please note, we are unable to provide meeting minutes, as the February 20, 2018 HPC meeting was canceled due to a lack of a quorum. However, I did email all the members with the proposed grant application projects as seen below, and received approval from the members. Their email responses are enclosed.

**Possible Projects for Inclusion in 2018 CLG Grant Application:**

1. CLG Meeting Costs (Required)	\$2,200
2. Training for CLG Coordinator and 2 Commissioners	\$7,000
3. National Trust Forum Membership	<u>\$250</u>
Total	\$9,450
4. Videotape "Mr. History" presentation	<u>\$2,500</u>
Grand Total	\$11,950

**Dawn Mayo**

---

**From:** Christine Kloubec <back400@centurylink.net>  
**Sent:** Wednesday, February 21, 2018 11:39 PM  
**To:** Dawn Mayo  
**Subject:** Re: HPC - CLG grant application

**CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Dear Dawn,

I support the proposed grant projects.

Christine

----- On Feb 20, 2018, at 10:45 AM, Dawn Mayo <DMayo@FargoND.gov> wrote:

Hi Christine,

We did not have a quorum for this morning's meeting of the HPC, and in order to apply for the CLG grant, (application deadline 2/23) I need to have approval for the proposed grant projects. Could you please reply to this email and let me know if you support the attached proposed grant projects?

Thanks,  
Dawn

**Dawn Mayo**  
Assistant Planner  
(701) 476-4137  
City of Fargo, Planning & Development  
401 3<sup>rd</sup> Ave N, Fargo, ND 58102

--



**Dawn Mayo**

---

**From:** matthew boreen <matthew.boreen@gmail.com>  
**Sent:** Wednesday, February 21, 2018 2:54 AM  
**To:** Dawn Mayo  
**Subject:** Re: HPC - CLG grant application

**CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Dawn,

I am in agreement for the CLG grant proposal as described in your previous email.

Thank you,  
Matt  
Sent from my iPhone

On Feb 21, 2018, at 1:47 AM, Dawn Mayo <[DMayo@FargoND.gov](mailto:DMayo@FargoND.gov)> wrote:

Hi Matt,

We did not have a quorum for this morning's meeting of the HPC, and in order to apply for the CLG grant, (application deadline 2/23) I need to have approval for the proposed grant projects. Could you please reply to this email and let me know if you support the attached proposed grant projects?

Thanks,  
Dawn

**Dawn Mayo**  
Assistant Planner  
(701) 476-4137  
City of Fargo, Planning & Development  
401 3<sup>rd</sup> Ave N, Fargo, ND 58102

<Possible Projects for Inclusion in 2018 CLG Grant Application.docx>

**Dawn Mayo**

---

**From:** Heather Fischer <heatherlfischer@gmail.com>  
**Sent:** Tuesday, February 20, 2018 1:00 PM  
**To:** Dawn Mayo  
**Subject:** Re: HPC - CLG grant application

**CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Dear Dawn,

Thank you for the email, yes, I support/approve the proposed grant projects.

Regards,

Heather

On Tue, Feb 20, 2018 at 10:41 AM, Dawn Mayo <[DMayo@fargond.gov](mailto:DMayo@fargond.gov)> wrote:

Hi Heather,

We did not have a quorum for this morning's meeting of the HPC, and in order to apply for the CLG grant, (application deadline 2/23) I need to have approval for the proposed grant projects. Could you please reply to this email and let me know if you support the attached proposed grant projects?

Thanks,

Dawn

**Dawn Mayo**

Assistant Planner

(701) 476-4137

City of Fargo, Planning & Development

401 3<sup>rd</sup> Ave N, Fargo, ND 58102

**Dawn Mayo**

---

**From:** Mike Dawson <mike.dawson.1186@gmail.com>  
**Sent:** Tuesday, February 20, 2018 11:23 AM  
**To:** Dawn Mayo  
**Subject:** Re: FW: HPC - CLG grant application

**CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Hi Dawn,

I'm sorry I did not make the meeting this morning. I misinterpreted the email regarding the quorum and took it as there was no need to attend. Again, my apologies. I do in fact support the attached proposed grant projects.

Thank you,

Mike Dawson

On Tue, Feb 20, 2018 at 10:55 AM, Dawn Mayo <[DMayo@fargond.gov](mailto:DMayo@fargond.gov)> wrote:

Hi Mike,

We did not have a quorum for this morning's meeting of the HPC, and in order to apply for the CLG grant, (application deadline 2/23) I need to have approval for the proposed grant projects. Could you please reply to this email and let me know if you support the attached proposed grant projects?

Thanks,

Dawn

**Dawn Mayo**

Assistant Planner

(701) 476-4137

City of Fargo, Planning & Development

401 3<sup>rd</sup> Ave N, Fargo, ND 58102

**Dawn Mayo**

---

**From:** Gleye, Paul <paul.gleye@ndsu.edu>  
**Sent:** Tuesday, February 20, 2018 10:35 AM  
**To:** Dawn Mayo  
**Subject:** Re: Skype for meeting

**CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Yes, I approve of the CLG grant projects.

---

Paul H. GLEYE, Ph.D, | Professor  
Department of Architecture and Landscape Architecture  
North Dakota State University  
Fargo, North Dakota 58108 | (701) 231-5789

---

---

**From:** Dawn Mayo <DMayo@FargoND.gov>  
**Date:** Tuesday, February 20, 2018 at 4:39 PM  
**To:** Paul Gleye <paul.gleye@ndsu.edu>  
**Subject:** RE: Skype for meeting

Hi Paul,

Thanks for being available, sorry for the confusion. We ended up canceling the meeting, only Christine showed up. We got 4 inches of snow here overnight, so maybe people were shoveling?

Anyway, could you please reply and let me know if you approve of the projects that were proposed for the CLG grant application in the meeting packet? I will attach it to this email, also.

Thanks,  
Dawn

**Dawn Mayo**  
Assistant Planner  
(701) 476-4137  
City of Fargo, Planning & Development  
401 3<sup>rd</sup> Ave N, Fargo, ND 58102

---

**From:** Gleye, Paul [mailto:paul.gleye@ndsu.edu]  
**Sent:** Tuesday, February 20, 2018 7:50 AM  
**To:** Dawn Mayo <DMayo@FargoND.gov>  
**Subject:** Skype for meeting

**CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

**Dawn Mayo**

---

**From:** Michael Burns <mike@mjbald.com>  
**Sent:** Tuesday, February 20, 2018 10:51 AM  
**To:** Dawn Mayo  
**Subject:** RE: HPC - CLG grant application

**CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Hi Dawn, I was afraid that a quorum today might be a problem and I'm sorry for canceling so late. But I support and approved the proposed list for the CLG application.

Mike

**From:** Dawn Mayo [mailto:DMayo@FargoND.gov]  
**Sent:** Tuesday, February 20, 2018 10:44 AM  
**To:** Michael Burns <mike@mjbald.com>  
**Subject:** FW: HPC - CLG grant application  
**Importance:** High

Hi Mike,

We did not have a quorum for this morning's meeting of the HPC, and in order to apply for the CLG grant, (application deadline 2/23) I need to have approval for the proposed grant projects. Could you please reply to this email and let me know if you support the attached proposed grant projects?

Get better soon!

Thanks,  
Dawn

**Dawn Mayo**  
Assistant Planner  
(701) 476-4137  
City of Fargo, Planning & Development  
401 3<sup>rd</sup> Ave N, Fargo, ND 58102

## **Donated Labor**

1. If the services performed by the donor are in the same skill area for which the employee is normally paid, the GRANTEE may value the donor's services at the rate the State of North Dakota pays for similar services (exclusive of fringe benefits and overhead costs).
2. If the services performed by donors are outside their normal profession or trade, the GRANTEE shall value the donor's service at the Federal minimum wage as stated in the Federal Fair Labor Standards Act.
3. All donated services shall be documented on the attached Donated Labor Time Sheet. The value of the donated labor shall only be used as the GRANTEE'S matching share if the donated labor is performed to accomplish work on the project.
4. Services paid under another federal grant or contract shall not be considered eligible as donated services by the SOCIETY.
5. Students in a federally funded work/study or Federal student loan program cannot contribute donated services as matching share for an HPF grant.
6. The maximum donation of services eligible as the GRANTEE'S matching share shall not exceed forty (40) hours per week per donation.
7. When donated labor is used by GRANTEE on the project, GRANTEE shall submit completed forms to SOCIETY within ninety (90) days of the use of donation.

DONATED LABOR TIME SHEET

Name \_\_\_\_\_

Hourly Rate \_\_\_\_\_

Rate Based On \_\_\_\_\_

Project \_\_\_\_\_

Project #: \_\_\_\_\_

Time Period \_\_\_\_\_

DATE	TIME				Work Performed	Total Hours	Hourly Rate	Total
	Start	End	Start	End				

TOTAL

I certify that I am donating this labor as match for the above project. I further certify that I am not being paid with federal funds; if a student, I certify that I am not funded by any federal work study, federal loan, or federal scholarship program.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## **Donated Equipment & Materials**

Donated supplies and materials such as office supplies, mileage, long distance phone costs, laboratory supplies, etc. can be used in whole or in part as the GRANTEE'S non-federal matching share on the condition that:

1. The donation is for supplies and materials required to complete the project.
2. Values assessed to the donations must be reasonable and must not exceed the fair market value at the time of donation.
3. The GRANTEE must provide the SOCIETY with written documentation to justify values assessed to the donations.
4. The GRANTEE must submit to the SOCIETY a property completed Donated Equipment & Materials Record, a copy of which is attached hereto, along with the documentation required above.
5. The GRANTEE shall submit completed forms to the SOCIETY within ninety (90) days of the use of the donation.



**Donated Equipment & Material Record**

Project: \_\_\_\_\_ Grant #: \_\_\_\_\_

Name of Donor	Donor's Signature	Type of Item	<input checked="" type="checkbox"/> Donated <input type="checkbox"/> Loaned		Date of Donation / Loan <small>(if loaned also give hours of use)</small>	Value of Donation / Loan <small>(if loan give hourly rate)</small>	Total Donation / Loan

I certify that this is an accurate record of equipment and materials donated and/or loaned for use. Documentation supporting the values of donations/loans is attached.

Signature, Project Manager \_\_\_\_\_ Date \_\_\_\_\_

## Product Schedule

Fargo CLG  
38-18-161422-27

### Administration

Coordinator Reports	Monthly; with the first set of minutes
Expense & Match Reports	Final Report due no later than November 2019
Fargo CLG Meeting Minutes	Within ten days of each meeting

**REIMBURSEMENT REQUEST AND MATCH REPORTING FORM**  
for the Historic Preservation Grant Program administered by the State Historical

Project #: \_\_\_\_\_ Request #: \_\_\_\_\_

Project Name: \_\_\_\_\_ Grantee: \_\_\_\_\_

Time Period covered by this request: \_\_\_\_\_

	(a) Grant	(b) Match
1. Agreement amounts		
2. Amount of reimbursement requested		
3. Amount of match reported		
4. Total amount of reimbursement received (before this request)		
5. Total amount of match credited (before this request)		

Please attach all receipts, invoices, pay records, donated labor and equipment sheets, etc. required to document expenses.

**CERTIFICATE FOR PAYMENT**

I certify that to the best of my knowledge, information and belief the work covered by this Payment Request has been completed to date in accordance with the Agreement, that all amounts have been incurred in conformance to the Agreement and have been claimed in previous Payment Requests, that all reporting requirements and scheduled activities have been met to date, and that current payments requested herein is now due.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Position: \_\_\_\_\_

**For State Historical Society of North Dakota Use Only**

**Certification For Payment**

Project Personnel: Based on on-site inspections of work and/or review of reports and other materials submitted by the Grantee, I certify that to the best of my knowledge, information and belief that the work covered by this Payment Request has been completed to date in accordance with the Agreement, that all reporting requirements and scheduled activities have been met to date, and that the Grantee is entitled to payment.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Grant Personnel: Based upon review of this Payment Request and attached auditable records, I certify that to the best of my knowledge, information and belief that all amounts covered by this Payment Request have been incurred in conformance to the Agreement and have not been claimed in previous Payment Requests, and that the Grantee is entitled to payment.

By: \_\_\_\_\_ Date: \_\_\_\_\_

My records concur with the above figures.

SHSND Grant Officer \_\_\_\_\_ Date: \_\_\_\_\_

## **Payment Schedule**

Reimbursement will be made upon submittal of the Request for Reimbursement form. However if a deadline for products has been missed or amount of match submitted is low, payments will be withheld until the issues are corrected.

### ASSURANCES--NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

---

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.  
  
the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a and 276a7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§

327-333), regarding labor standards for federally assisted construction subagreements.

protecting components or potential components of the national wild and scenic rivers system.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE  Mayor
APPLICANT ORGANIZATION  Fargo CLG	DATE SUBMITTED

## Additional Requirements

Fargo CLG  
38-18-161422-27

- 1) No additional requirements

Fargo  
2018  
Funded Budget

Administrative Budget			
	Match	Federal	Total
Host CLG Meeting	\$266	\$2,200	\$2,466
FHPC (Meetings/Activities/Supplies)	\$1,200	\$0	\$1,200
			\$0
			\$0
			\$0
<b>Administrative Total</b>	<b>\$1,466</b>	<b>\$2,200</b>	<b>\$3,666</b>

Travel and Education			
	Match	Federal	Total
Airfare		\$1,200	\$1,200
Meals		\$592	\$592
Lodging		\$1,776	\$1,776
Registration		\$600	\$600
Misc. Costs		\$332	\$332
Forum Membership		\$250	\$250
FHPC Match Hours	\$4,667	\$0	\$4,667
<b>TOTAL</b>	<b>\$4,667</b>	<b>\$4,750</b>	<b>\$9,417</b>

Mr. History Video			
	Match	Federal	Total
Video		\$0	\$0
<b>TOTAL</b>		<b>\$0</b>	<b>\$0</b>

	Match	Federal	Total
<b>Grant Totals</b>	<b>\$6,133</b>	<b>\$6,950</b>	<b>\$13,083</b>

47%

40% min required match	\$	4,633	\$6,950	\$	11,583
------------------------	----	-------	---------	----	--------



STATE HISTORICAL SOCIETY  
CLG (Certified Local Government) AGREEMENT  
FOR  
NATIONAL PARK SERVICE'S  
HISTORIC PRESERVATION GRANT FUNDS  
2018

Catalog of Federal Domestic Assistance Number 15-904

THIS AGREEMENT, for the purpose of implementing the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.) is entered into by and between the STATE OF NORTH DAKOTA through the STATE HISTORICAL SOCIETY OF NORTH DAKOTA with its principal place of business at Bismarck, North Dakota, hereinafter called the "SOCIETY," and the City of Fargo, with its principal place of business at Fargo, ND, hereinafter called the "GRANTEE."

The parties recite and declare:

THAT SOCIETY desires to have performed **Administration of the Fargo CLG and travel and education** hereafter called the "Project," for the purposes described in the State Historical Society of North Dakota's Announcement of CLG Funds Available for FFY2018, a copy of which is found as Attachment 1 to this Agreement, and;

That it is the desire of GRANTEE that the SOCIETY share in the funding and administration of the Project, and to further act as agent of the National Park Service, a division of the United States Department of Interior, to assure satisfactory performance;

THEREFORE, in consideration of the covenants to be performed by each party on behalf of the other, as hereinafter set forth, IT IS UNDERSTOOD AND AGREED by and between the parties hereto as follows;

SECTION I. WORK STANDARDS

- A. Work performed by GRANTEE will, at a minimum, be done in strict accordance with the standards outlined in Attachment 1 (State Historical Society of North Dakota's Announcement of CLG Funds Available for FFY2018) of this Agreement and the submitted proposal and related correspondence found as Attachment 2 of this Agreement.
- B. Any modification which materially alters the Project scope of work, materials to be produced, reporting/products submittal dates, or items in the budget must have written approval of SOCIETY before such change is implemented.
- C. All products developed to identify, evaluate, or preserve historic properties and which were generated using Project funds must be in compliance with the Secretary of Interior's "Standards for Historic Preservation."
- D. Work performed under this agreement must be supervised by personnel meeting qualification requirements in 36 CFR §61.6(e)(2)(ii) as set forth in the Secretary of the Interior's Historic Preservation Professional Qualifications Standards.

SECTION II. CONTRADICTIONS BETWEEN AGREEMENT AND ATTACHMENTS 1 & 2 TO THIS AGREEMENT.

- A. In the event contradictions in interpretation between this Agreement and Attachments 1 and 2 to this Agreement occur, the Agreement shall be considered the governing document.

SECTION III. GRANT AWARD

- A. SOCIETY shall award a National Park Service's Historic Preservation grant in the amount of **six thousand nine hundred and fifty dollars (\$6,950)** to GRANTEE for GRANTEE'S use in execution of the Project.
- B. GRANTEE shall match the six thousand nine hundred and fifty dollars (\$6,950) of grant monies awarded by SOCIETY with nonfederal funds, or donated labor, equipment and materials, or any combination thereof. The amount of match shall not be less than forty percent (40%) of the grant amount or **four thousand six hundred thirty three dollars (\$4,633)** and the combined amount of grant and match shall not be less than eleven thousand five hundred eighty three dollars (\$11,583) and shall be used only to execute the Project.
- C. SOCIETY, in the event that the final cost of the Project is less eleven thousand five hundred eighty three dollars (\$11,583), shall reimburse GRANTEE a maximum of sixty (60%) of the actual Project cost.
- D. If the actual and final Project cost exceeds eleven thousand five hundred eighty three dollars (\$11,583), GRANTEE shall be solely responsible for payment of the excess amount.
- E. Grant funds awarded to GRANTEE cannot be used as match in any other federal project.

SECTION IV. DONATED LABOR, EQUIPMENT, AND MATERIALS

- A. When donated labor is used in whole or in part as GRANTEE'S nonfederal matching contribution, the reporting and use of this labor shall comply with the requirements set forth in Attachment 3 of this Agreement.
- B. When donated equipment and material are used in whole or in part of GRANTEE'S nonfederal matching contribution, the use and reporting of this material and equipment shall comply with the requirements set forth in Attachment 4 of this Agreement.
- C. When donated materials, labor, or equipment are used by GRANTEE on the Project, GRANTEE shall submit completed forms (Attachments 3 and 4) to SOCIETY within ninety (90) days of the use of the donation.
- D. GRANTEE shall not submit as donated labor, equipment, or materials any labor, equipment, or materials which was obtained using federal funds or is used as nonfederal share to match any other federal grant program or contract.

SECTION V. NONEXPENDABLE PERSONAL PROPERTY

- A. Nonexpendable personal property (as defined by Office of Management and Budget (OMB) Circular A-110, Attachment N, Section 2.c) purchased in whole or in part with National Park Service's Historic Preservation grant funds is the property of the SOCIETY, and shall be delivered to the SOCIETY at the end of the period of the grant award unless otherwise agreed to in writing by SOCIETY.

SECTION VI. DISTRIBUTION OF RESEARCH FINDINGS

- A. During the effective dates of this Agreement any and all reports, information, data, and findings prepared or assembled under this Agreement shall be made available to any individual or organization through SOCIETY to the extent as provided under NDCC 55-02-07.1, and the publication of such information in any form must have prior written agreement from SOCIETY.
- B. Any press release or other public dissemination of information about the Project must acknowledge the Department of Interior, National Park Service, and the SOCIETY'S grant support and must have prior written approval for dissemination from SOCIETY.

SECTION VII. PROJECT REPORTING

- A. GRANTEE shall submit to the SOCIETY, on or before the last day of each month, reports of the Project's progress and any impediments which might delay progress. This report shall include a brief narrative description of GRANTEE'S performance and Project's development.
- B. GRANTEE shall submit to SOCIETY reports, documents, or other materials as listed in Attachment 5 to Society for approval. These submittals must occur on or before the deadline listed for each on Attachment 5. After each submittal, SOCIETY will have at least thirty (30) days and no more than sixty (60) days to review each submittal and to return to GRANTEE a report of required modifications. GRANTEE must incorporate these modifications into the reports, documents or other material (as appropriate) before resubmittal of such to the SOCIETY.
- C. GRANTEE shall submit to SOCIETY on or before May 1, 2018, a comprehensive report identifying the portion of the project that was completed before March 1, 2018. GRANTEE shall include a section of this report an accurate estimate of the amount of grant funds and nonfederal match that was spent on the project before March 1, 2018.
- D. GRANTEE shall submit to Society within 30 days of project completion a report comparing completed activities, products, and expenses with those approved listed in the Project proposal (Attachment 2). This report must be submitted no later than May 1, 2018.

SECTION VIII. PUBLICATIONS, AND COPYRIGHTS

- A. An acknowledgment of NPS support must be made in connection with the publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under,

any activity supported by HPF grant funds. This acknowledgment shall be in the form of the following statement.

Project was partially funded by the Historic Preservation Fund, National Park Service, Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this material do not necessarily reflect the views of the Department of the Interior.

- B. GRANTEE is free to copyright any books, publications, or other copyrightable materials developed as a result of this Agreement. However, any such copyrightable materials will be subject to a royalty free, nonexclusive, and irrevocable license throughout the world to SOCIETY and/or the United States Government to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Furthermore, SOCIETY and/or the United States Government shall have the right at any time to modify, remove, obliterate, or ignore any of the markings on materials produced as a result of this agreement. GRANTEE shall not include in the materials produced as a result of this Agreement any copyrighted matter without the written approval of the copyright owner. The written copyright approval must indicate that the release of material extends to SOCIETY and/or the United States Government.

#### SECTION IX. REIMBURSEMENT

- A. GRANTEE shall forward a request for reimbursement for the Project work performed to SOCIETY on SOCIETY-provided reimbursement forms (Attachment 6). Reimbursement will be paid according to the schedule found on Attachment 7. Reimbursements requests must list the federal share of expenses, the expenditure of GRANTEE match and the date on which each occurred. All other documentation required to substantiate Project costs (canceled checks, invoices, mileage logs, time sheets, work logs, and expense receipts, as applicable) shall be kept on file by GRANTEE and submitted upon request to SOCIETY.
- B. All reimbursement requests and matching fund documentation for expenses incurred between March 1, 2018 and February 29, 2019 must be received by SOCIETY on or before May 1, 2019.
- C. SOCIETY will withhold all reimbursement from GRANTEE until corrective measures are taken if GRANTEE submits reports that indicate a lack of progress or if GRANTEE does not meet report/material submission deadlines.
- D. SOCIETY will not reimburse expenses for any product that does not meet the Secretary of Interior's "Standards" or does not conform to the terms and conditions of this contract.
- E. GRANTEE shall reimburse SOCIETY for any and all overpayments on the Project, including but not limited to any work items, supplies, materials, equipment, wages, salaries or expenses if disallowed by SOCIETY and/or the National Park Service as part of their audit procedures.
- F. GRANTEE agrees to document all allowable Project expense not reimbursed by federal funds and all in-kind donations of labor and/or equipment given to Project which exceeds the agreed upon match listed in Section III of this Agreement and submit the same to SOCIETY as Project match for SOCIETY's use.

SECTION X. PERIOD OF GRANT AWARD

- A. The funds awarded to GRANTEE through this Agreement shall be available to the GRANTEE for use on the Project from March 1, 2018 through September 30, 2019. Expenses incurred by GRANTEE after September 30, 2019 will not be eligible for reimbursement. Funds awarded under the Agreement for which GRANTEE has not submitted eligible reimbursement requests on or before **November 1, 2019** or for which GRANTEE has submitted reimbursement requests but has not received reimbursement by December 1, 2019 (due to GRANTEE noncompliance with product submittal dates or standards) shall revert to SOCIETY, and GRANTEE shall under no circumstances, nor at any future time, be eligible to request nor receive all or any portion of the grant funds.

SECTION IX. PROHIBITION OF TRANSFER OF INTEREST

- A. GRANTEE shall not transfer interest in this Agreement, neither in whole or in part, without the express written consent of SOCIETY.

SECTION XII. ACCOUNTING SYSTEMS, RECORD RETENTION AND AUDIT EXAMINATION

- A. GRANTEE, upon signing this Agreement, assures SOCIETY that GRANTEE has an adequate accounting system and is able to administer the National Park Service's Historic Preservation grant according to accepted accounting standards appropriate to the amount of the grant.
- B. SOCIETY, the United States Department of the Interior, the Comptroller General of the United States, or any of their duly authorized representative shall have access to any books, documents, papers, notes, tapes, and records of GRANTEE which are directly pertinent to this Agreement, for the purpose of making audit examination, or to transcribe all or any portion of the above described materials (Pursuant to Office of Management and Budget (OMB) Circular A-102, [43 CFR 12]).
- C. GRANTEE shall maintain all administrative and fiscal records relating to the Project for three years after the final grant reimbursement is made by SOCIETY to GRANTEE and all other pending matters are closed (Pursuant to Office of Management and Budget (OMB) Circular A-102, [43 CFR 12]).
- D. GRANTEE shall comply with the Single Audit Act of 1996 and (OMB) Circular A-133 for state and local governments. Upon completion of the applicable audits, a letter from the auditor regarding the audit findings must be submitted to the SOCIETY.

SECTION XIII. COMPLIANCE WITH CIVIL RIGHTS ACT

- A. GRANTEE shall comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq., with regards to the Project for which the grant funds awarded shall be used.

SECTION XIV. ASSURANCES

- A. All rules and regulations of the National Park Service, United States Department of the Interior, applicable to the conduct of a project under the National Historic Preservation Act of 1966 as amended, including the "Assurances" found as Attachment 8 to this Agreement, are made a part of this Agreement and are binding on both SOCIETY and GRANTEE.
- B. GRANTEE shall comply with the regulations, policies, guidelines, and requirements, including Office of Management and Budget circulars A-21, A-87, A-102, A-122, and 48 CFR 31.2 as they relate to the application, acceptance and use of federal funds for this federally-funded grant.

SECTION XV. PROHIBITION ON LOBBYING

- A. GRANTEE shall not include in requests for payment under this Agreement any costs to influence legislation pending before Congress. GRANTEE must conform to the provisions of 18 USC 1913:

"No part of the money appropriated by an enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Departments or agencies from communicating to Members of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business."

SECTION XVI. TERMINATION

- A. SOCIETY, by written notice, may terminate this Agreement, in whole or in part, if GRANTEE fails to comply with the conditions of this Agreement. Upon determination by SOCIETY that GRANTEE has failed to comply with the conditions of this Agreement, SOCIETY shall promptly provide written notification to GRANTEE, of the determination, reasons for the termination, and the effective termination date. SOCIETY shall not, however, terminate this Agreement without first issuing a termination notice informing GRANTEE of reasons for termination and providing a period of not less than twenty-five (25) days for GRANTEE to take corrective measures. Grant funds awarded to GRANTEE by SOCIETY through this Agreement shall be suspended until required corrective measures have been taken by GRANTEE. No reimbursement requests for project costs incurred, whether before or after the date of notification of reasons for termination, will be processed by SOCIETY during the suspension period. No proposal for future funding may be considered by SOCIETY while GRANTEE is suspended. If GRANTEE fails to take corrective measure in the time allowed and if the contract between SOCIETY and GRANTEE is terminated for GRANTEE noncompliance, GRANTEE may be prohibited from submitting proposals to SOCIETY for future grant projects for a period of not less than three (3) years from the date of termination.

- B. Upon termination as described in the above part A. of SECTION XII. the GRANTEE shall:
  - 1. Immediately cancel as many outstanding project-incurred obligations as possible, and
  - 2. Submit within fifteen days (15) days of the date of the termination, all Project-related materials produced prior to the date of termination, and
  - 3. Repay any or all grant funds received upon request by SOCIETY or alternatively, at SOCIETY'S discretion, pay to SOCIETY the amount needed to complete the project by a third party in accordance with the terms of this Agreement.
- C. SOCIETY or GRANTEE may terminate this Agreement, in whole or in part, when both parties agree that continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The SOCIETY and GRANTEE shall agree upon the termination conditions, the effective termination date and, in the case of partial terminations, the revised project requirements and guidelines.
- D. Upon termination as described in the above part C. of SECTION XII. the GRANTEE shall:
  - 1. Immediately cancel as many outstanding project-incurred obligations as possible, and
  - 2. Submit within fifteen days (15) days of the date of the termination, all Project-related materials produced prior to the date of termination and all documentation necessary for SOCIETY to make reimbursement for eligible project costs incurred by GRANTEE prior to the date of the termination. Extensions to the fifteen (15) day deadline may be requested in writing by GRANTEE. If SOCIETY agrees to the extension request, written notification of approval will be sent to GRANTEE.
- E. GRANTEE may unilaterally cancel this Agreement any time prior to receiving the first reimbursement for eligible expenses incurred while Project work was performed. After initial reimbursement is received by GRANTEE, the Project may only be terminated, modified, or amended by GRANTEE after receiving written notification of the mutual agreement of SOCIETY.
- F. SOCIETY reserves the right to cancel or modify this agreement should federal funding be rescinded or reduced or state laws or rules modified or changed in such a way that SOCIETY is unable to fulfill the terms of this Agreement.
- G. SOCIETY reserves the right to cancel or modify this agreement should GRANTEE be unable to obtain any license, permit, or certificate required by law or regulation to be held by the GRANTEE to enable them to complete the Project.

SECTION XVII. EXTENSIONS

- A. SOCIETY may grant extensions to most scheduled Project deadline dates, for a period of up to thirty (30) calendar days, in response to each written extension request submitted by GRANTEE. In no event may GRANTEE request an extension beyond the federal funding deadline of September 30, 2019.

SECTION XVIII. AMENDMENTS

- A. This Agreement shall be amended only upon written request of either party and a receipt of written concurrence from the party to whom the request was made except as noted in Section XVII. of this Agreement.

SECTION XIX. PROPERTY OWNER CONSENT

- A. Prior to entering private property and conducting field work, the GRANTEE shall obtain written consent from the property owner, or their authorized representative, unless authorized by Society to proceed with oral consent.

SECTION XX. PROCUREMENT

- A. GRANTEE agrees to follow Federal competitive requirements found in 43 CFR 12 for all purchases of goods and services made with Federal grant funds or nonfederal matching funds and to provide evidence this process was followed when requesting reimbursement.
- B. GRANTEE agrees to abide by the federal conflict of interest restrictions as listed in 43 CFR 12.

SECTION XXI. DISCRIMINATION IN EMPLOYMENT PROHIBITED

- A. GRANTEE agrees not to discriminate in employment practices by failing or refusing to hire a person; by discharging an employee; by according adverse or unequal treatment to a person or employee with respect to application, hiring, training, apprenticeship, tenure, promotion, upgrading, compensation, layoff, or a term, privilege or condition of employment, because of race, color, religion, sex, national origin, age, physical or mental disability, or status with respect to marriage or public assistance. GRANTEE further agrees not to fail or refuse to make reasonable accommodations for an otherwise qualified person with a physical or mental disability or because of that person's religion.

SECTION XXII. NONDISCRIMINATION ON THE BASIS OF DISABILITIES

- A. GRANTEE agrees to comply with Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112, as amended, 29 U.S.C. 794 et. seq.) and the provisions of the Americans with Disabilities Act (ADA) which requires that no qualified disabled individual is solely, by reason of disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance. GRANTEE further agrees to operate the Project so that the Project, when viewed in its entirety, is readily accessible to and usable by qualified disabled person. However, this requirement does not necessarily require GRANTEE to make each of its existing historic properties or every part of a particular historic property accessible to and usable by qualified disabled persons.

SECTION XXIII. INDEPENDENT CONTRACTOR PROVISION



- A. GRANTEE is not an employee of the SOCIETY and as such is not entitled to any employee related benefits. SOCIETY does not have the right to control the manner in which the work is completed or other details of the work except to the extent specified by the terms of the contract.

SECTION XXIV. AGE DISCRIMINATION

- A. GRANTEE must comply with the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101, et seq.)

SECTION XXV. PERMITS

- A. GRANTEES performing field work on land owned by an instrumentality of the State of North Dakota must obtain a permit for each calendar year in which the field work takes place. Copies of the valid permit must be submitted to SOCIETY before any work on State lands commences.

SECTION XXVI. ARTIFACT CURATION AND STORAGE

- A. All analyzed artifacts shall be carefully washed, cataloged, recorded, and stored (or returned to landowner if requested). After analysis and final reporting, the artifacts shall be curated at the discretion of SOCIETY at either SOCIETY's facilities or facilities approved by SOCIETY. Artifacts curated at SOCIETY facilities by GRANTEE shall be curated according to SOCIETY's curation specifications.

SECTION XXVII. APPLICABLE LAW

- A. This Agreement shall be governed by and construed in accordance with the law of the State of North Dakota.

SECTION XXVIII. ADDITIONAL REQUIREMENTS

- A. GRANTEE agrees to comply with such other additional requirements as found on Attachment 9.

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

STATE OF NORTH DAKOTA  
STATE HISTORICAL SOCIETY OF NORTH DAKOTA

By: \_\_\_\_\_  
Claudia J. Berg, Director

City of Fargo

By: \_\_\_\_\_

STATE OF NORTH DAKOTA )  
  ) ss  
COUNTY OF BURLEIGH         )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year of \_\_\_\_\_ before me personally appeared Claudia J. Berg, Director, known to me to be the person who is described in and who executed the written instrument and acknowledged to me that the State Historical Society of North Dakota executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public  
  
My Commission Expires:

STATE OF NORTH DAKOTA )  
  ) ss  
COUNTY OF                         )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_ personally appeared \_\_\_\_\_ known to me to be the person who is described in and who executed the written instrument and acknowledged to me that the executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public  
  
My Commission Expires:

## Certified Local Government Grant Program

### Application Guidelines

FFY 2018

March 1, 2018 – February 28, 2019

---

The State Historical Society of North Dakota (SHSND) has yet to receive information on the final Historic Preservation Fund (HPF) monies for Federal Fiscal Year (FFY) 2018. We anticipate a similar level to 2017 of \$693,000. A minimum of 10% of the HPF funds will be dedicated to Certified Local Governments and available through a competitive grant award to the 7 CLGs in North Dakota.

Special note: Contracts will not be finalized until the SHPO has finalized HPF award with the National Park Service. Any major work (ie: hiring contractor) on projects should not occur until after contract is signed.

#### APPLICATION PROCESS

To apply for a portion of this funding, CLGs must submit **six (6)** complete copies of the application to the State Historical Society of North Dakota by **Friday, February 23, 2018**.

The application must contain the following items:

- 1) Completed Application Form (Attachment 2). A signed form is preferred but the CLG may submit an unsigned form with the application and wait to submit a signed form after the total amount of the grant has been finalized.
- 2) A comprehensive budget for the entire grant year (March 1, 2018 - February 28, 2019) which includes the combined expenses and match for all projects.
- 3) A proposal for each project which includes the following:
  - a) A narrative description of the project. The narrative should include the importance, goals and objectives of the project, public benefit, how this project will further local, regional or state historic preservation plans.
  - b) A list of products which will result from the project, (contexts, nominations, survey reports, brochures, historic preservation plans, public education activities, etc.).
  - c) A time line with dates for submission of products and completion of goals
  - d) A detailed budget, showing line item expenses, methods used to arrive at the figures, and match amounts and their sources.

- 4) A list of all current Historic Preservation Commission members, including the Coordinator (if applicable). The list must include each member's address, phone number, email address, position on the commission, and the rate that is used to evaluate their donated time.
- 5) A list of current city or county commissioners for the CLG and their contact information; include the chief elected officer of the local government.
- 6) Historic Preservation Commission meeting minutes which show that the Commission has approved the projects for which funding is being requested and has approved the submittal of the grant application.
- 7) The signed "Assurances-non-construction programs" form (Attachment 8)

The forms required for items 1 and 7, are attached. The forms must be signed by the chief elected officer of the county or city (i.e. president, mayor, chairman).

The application will be for funds to be spent from March 1, 2018 - February 28, 2019.

## PROJECT INSTRUCTIONS

Each project must have a separate narrative, budget, time line and products list. General CLG administration, as well as each survey, nomination, or development project are considered separate projects. For example, if a CLG is planning to ask for funds for administering the CLG, for doing a survey, for writing a national register nomination, and for printing a brochure; that CLG would submit a separate narrative, budget, product list and time line for each of those four projects. (See the sample application.)

**Each CLG must apply for an administrative budget. This should be project #1. The administration project must be a complete project with narrative and budget.**



The Administration Project will contains activities pertinent to budget formulation and execution, personnel management, finance, property management, equal opportunity, and other "overhead" functions not directly attributable to specific projects. In accordance with National Park Service requirements, funding in this Program Area may not exceed 25% of the CLGs annual award.

## BUDGET INFORMATION

All figures should be rounded to the nearest dollar and miscellaneous categories are not eligible.

Allowable travel costs cannot exceed the rates established by the State of North Dakota:

- 1) The rate for mileage cannot exceed 54.5¢ per mile to a geographic point 300 miles each way from the borders of the state, and 18¢ per mile for the remaining distance.
- 2) The rate for meals cannot exceed \$35.00 (Breakfast: \$7, Lunch \$10.50, Dinner: \$17.50) per day per person in North Dakota; federal rates apply outside of North Dakota and vary per city.
- 3) The rate paid for in state lodging cannot exceed \$83.70 plus tax per night per person.

Federal rates apply outside of North Dakota and vary per city. If you need out-of-state rates for travel, please contact Amy Munson.

## MATCH

All requested funds must be matched by local funding or in-kind donations. **The minimum match amount is 40%.**

Each project does not have to have 40% match but the cumulative match for the total grant must be 40%. The cumulative match must equal the total match on the application form.

## CALCULATING MATCH

The minimum required match is 40% of the project total. The project total is the amount of the requested federal funds **added** to the amount of match provided. It is not 40% of the federal amount. To calculate the minimum amount of match required use the following formula:

$$(\text{Federal Funds requested}/0.6) \times 0.4 = \text{minimum required match}$$

Example: If requesting \$3500 in federal funds:

$$\begin{aligned} \$3500 \div 0.6 &= \$5833 \text{ (total project costs);} \\ \$5833 \times 0.4 &= \$2333. \text{ (total matching funds)} \end{aligned}$$

The minimum amount of match needed is \$2333.

## PAYMENT

The type of contract that will be written is "reimbursement." CLGs will be required to submit expense receipts, in-kind labor and material forms, and a reimbursement form. SHSND will reimburse the CLG after verifying the expense and match. However, reimbursement requests will not be honored if products are overdue or if the cumulative amount of match submitted is low in comparison to the amount of reimbursement paid.

## DEADLINE

The application must be received in the State Historic Preservation Office by 5:00 p.m. on Friday, February 23, 2018.

## CRITERIA

In addition to the ability of an applicant to generate the required matching contribution, all applications will be evaluated with regard to standardized evaluation criteria.

The proposal will be judged by what degree it demonstrates that:

- the applicant understands historic preservation goals and requirements.
- the proposed project is feasible and HPF eligible
- budget amounts are sufficient to accomplish the project as proposed.
- supporting rationale and documentation are adequate to justify budget line items.
- the contract amount is reasonable for the project.
- the planning and scheduling techniques assure quality performance.
- the quality of work done previously by the CLG meets Society's standards.
- the CLG has performed satisfactorily in past years.
- the proposed schedule will meet SHSND needs.
- the proposed project will meet SHSND comprehensive plan goals.

All application reviewers will be given information regarding CLG's performance on previous projects. This information will include any discrepancies between project deadlines and work completion dates, the accuracy of budget projections, and the quality of work performed.

## STANDARDS FOR PROJECTS

Standards for survey, planning, and National Register projects are attached. Projects proposed in these areas must follow the required standards. If a context or an archeological survey project is going to be proposed, the Society should be contacted for further information.

Send completed applications to:

Amy Munson

Grants & Contracts Officer  
State Historical Society of North Dakota  
612 East Boulevard  
Bismarck ND 58505

Questions should be directed to Amy at (701)328-3573 or e-mailed to [amunson@nd.gov](mailto:amunson@nd.gov).

ENCLOSURES:

- CLG Grant Program Application Guide
- Proposal Development: Goals & Objectives
- Sample CLG Application
- Application Checklist
- Application Form (Attachment 2)
- Assurances – Non-construction Programs (Attachment 8)
- Requirements for National Register, Planning, and Survey Projects

---

This program receives Federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age, or disability. Any person who believes she or he has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, U.S. Department of the Interior, National Park Service, 1849 C Street, NW, Mail Stop 2255 Washington, D.C. 20240.

---



**HISTORIC PRESERVATION FUND GRANT APPLICATION FORM**

CLG NAME: Fargo

MAILING ADDRESS: 200 3<sup>rd</sup> St N

CITY, STATE, ZIP: Fargo, ND 58102

CONTACT PERSON: Dawn Mayo (Kylie Bagley after March 1, 2018)

TITLE: Assistant Planner

PHONE: 701-476-4137 (Kylie 701-476-4152) E-MAIL: dmayo@fargond.gov or kbagley@fargond.gov

ADDRESS: Same as above

**PROJECT PERIOD**

Start Date: 3/1/2018 End Date: 2/28/2019

**PROJECTS**

Project 1: Admin/Host CLG meeting

Project 2: Training/National Trust Conference

Project 3: Mr. History Videotape

Project 4: \_\_\_\_\_

**FEDERAL FUNDS and MATCHING SHARE:**

FEDERAL FUNDS \$: 11,700

MATCHING SHARE \$: 7,799

TOTAL PROJECT COST \$: 19,499

I certify that I understand the terms and conditions relating to the use of HPF grant funds. I understand that I may not proceed with any project work for which reimbursement is expected until I receive written notification from the State Historical Society of North Dakota that the project has been approved. I also certify that the organization I represent has sufficient resources to satisfy the proposed matching share.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL TITLE

\_\_\_\_\_  
DATE

Return Applications to: Grants & Contracts Officer  
Historic Preservation Division  
State Historical Society of North Dakota  
North Dakota Heritage Center  
612 East Boulevard Avenue  
Bismarck, ND 58505-0830

**ADMINISTRATION PROJECT – NARRATIVE****Project Purpose and Intent**

The Fargo Historic Preservation Commission (FHPC) intends to use the requested administrative funds to support its ongoing work, as it relates to National Register/Eligible properties in the City of Fargo.

**Project Need**

The FHPC will provide part of its grant match through attendance at the CLG meeting and regular meetings.

**Product List**

1. Host the annual CLG Meeting, 4/20/2018
2. Members will attend regular FHPC monthly meetings, annual CLG meeting and work on FHPC projects

**Timeline**

March 2018 – February 2019

Regular FHPC meetings/CLG meeting 4/20/2018

<b>ADMIN BUDGET</b>	<b>Match</b>	<b>HPF</b>	<b>Total</b>
Host the annual CLG Meeting	\$266	\$2,200	\$2,266
FHPC (Meetings/Activities/Supplies/Postage)	\$1,200	\$0	\$1,200
<b>SUBTOTAL</b>	<b>\$1,466</b>	<b>\$2,200</b>	<b>\$3,466</b>

**TRAINING FOR NEW CLG COORDINATOR AND 2 HPC MEMBERS****Project Purpose and Intent**

To send 3 HPC members to the 2018 National Trust Conference in San Francisco.

**Project Need**

The Fargo Historic Preservation Commission would benefit from the training opportunities offered at the 2018 National Trust for Historic Preservation Conference.

**Use of funds**

Funds will be used to pay for costs related to Conference attendance, such as registration, airfare, meals, and lodging.

**Product List**

Attendees will report back to the HPC to share what they have learned.

**Timeline**

Conference attendance, November 13 – 16, 2018

CONFERENCE BUDGET	Match	HPF	Total
Airfare	\$0	\$1,800 (3 @ \$600)	\$1,800
Meals	\$0	\$888 (12 @ \$74/person/day)	\$888
Lodging	\$0	\$2,664 (12 @ \$222/person/night)	\$2,664
Registration	\$0	\$900 (3 @ \$300/person)	\$900
Misc. Costs	\$0	\$498	\$498
Forum Membership	\$0	\$250	\$250
FHPC Hours (donated hours)	\$4,667	\$0	\$4,667
<b>SUBTOTAL</b>	<b>\$4,667</b>	<b>\$7,000</b>	<b>\$11,667</b>

### **CREATE MR. HISTORY VIDEOTAPE**

#### **Project Purpose and Intent**

The Fargo Public School District has utilized presentations by Steve Stark to help fulfill their curriculum requirements for teaching North Dakota history at the elementary school level, and would like to have a videotape of the presentation.

#### **Project Need**

These interesting presentations spark students' interest in the people and places of North Dakota history, and help foster an awareness and appreciation to our historic places. Steve Stark is on the verge of retirement, and the School District desires to videotape this presentation to keep as a teaching aid for future years.

#### **Use of funds**

Funds will be used to pay for costs related to the videotaping and editing of the presentation.

#### **Product List**

A videotape record of the presentation

#### **Timeline**

Fall/winter of 2018/2019.

MR. HISTORY BUDGET	Match	HPF	Total
Videotaping Costs	\$1,666	\$2,500	\$2,266
<b>SUBTOTAL</b>	<b>\$1,466</b>	<b>\$2,200</b>	<b>\$3,466</b>

<b>COMPREHENSIVE BUDGET SUMMARY</b>	<b>Match</b>	<b>HPF</b>	<b>Total</b>
<b>PROJECT – ADMIN /HOST CLG MTG</b>	\$1,466	\$2,200	\$3,666
<b>CONFERENCE</b>	\$4,667	\$7,000	\$11,667
<b>MR. HISTORY VIDEOTAPE</b>	\$1,666	\$2,500	\$4,166
<b>TOTAL BUDGET</b>	<b>\$7,799</b>	<b>\$11,700</b>	<b>\$19,499</b>

## 2017 Fargo Historic Preservation Commission

**Michael Burns, Chair**  
2878 Lilac Lane N  
Fargo, ND 58102  
218-233-6621  
[mike@mjbald.com](mailto:mike@mjbald.com)  
Hourly Rate: \$34.77 (Architect)

**Heather Fischer, Vice Chair**  
1110 7<sup>th</sup> St S  
Fargo, ND 58103  
367-6376  
[heatherfischer@gmail.com](mailto:heatherfischer@gmail.com)  
Hourly Rate \$32.78 (Architect)

**Christine Kloubec**  
620 8<sup>th</sup> St S  
Fargo, ND 58103  
701- 235-8872  
[back400@centurylink.net](mailto:back400@centurylink.net)  
Hourly Rate: \$16.88

**Matt Boreen**  
805 6<sup>th</sup> St S  
Fargo, ND 58103  
701-200-3458  
[matthew.boreen@gmail.com](mailto:matthew.boreen@gmail.com)  
Hourly Rate: \$30.90 (Architect)

**Paul Gleye**  
311 8<sup>th</sup> St S  
Fargo, ND 58103  
701-231-5789  
[paul.gleye@ndsu.edu](mailto:paul.gleye@ndsu.edu)  
Hourly Rate: \$52.58 (Architect)

**Nathan Larson**  
819 8<sup>th</sup> Ave N  
Fargo, ND 58103  
701-237-5031  
[nathan.a.larson@gmail.com](mailto:nathan.a.larson@gmail.com)  
Hourly Rate: \$30.00 (Architect)

**Mike Dawson**  
614 8<sup>th</sup> St S  
Fargo, ND 58103  
701-371-5860  
[mike.dawson.1186@gmail.com](mailto:mike.dawson.1186@gmail.com)  
Hourly Rate: \$30.00 (Architect)

**Dawn Mayo, CLG Coordinator**  
200 3<sup>rd</sup> St N  
Fargo, ND 58102  
701-476-4137  
[dmayo@cityoffargo.com](mailto:dmayo@cityoffargo.com)  
Hourly Rate: \$31.25

**2018 Fargo City Commission**

**Mayor Tim Mahoney, MD**

200 North Third Street  
Fargo, ND 58102  
(701) 241-1310  
Fax: (701) 476-4136  
E-mail: [tmahoney@cityoffargo.com](mailto:tmahoney@cityoffargo.com)

**Commissioner Tony Grindberg**

200 North Third Street  
Fargo, ND 58102  
(701) 793-3763  
Fax: (701) 476-4136  
E-mail: [tgrindberg@cityoffargo.com](mailto:tgrindberg@cityoffargo.com)

**Commissioner Dave Piepkorn**

200 North Third Street  
Fargo, ND 58102  
(701) 241-1310  
Fax: (701) 476-4136  
E-mail: [dpiepkorn@cityoffargo.com](mailto:dpiepkorn@cityoffargo.com)

**Commissioner John Strand**

200 North Third Street  
Fargo, ND 58102  
(701) 241-1310  
Fax: (701) 476-4136  
E-mail: [jstrand@cityoffargo.com](mailto:jstrand@cityoffargo.com)

**Tony Gehrig**

200 North Third Street  
Fargo, ND 58102  
(701) 241-1310  
Fax: (701) 476-4136  
E-mail: [tgehrig@cityoffargo.com](mailto:tgehrig@cityoffargo.com)

**Memo Regarding HPC Minutes Approving Grant Application**

Please note, we are unable to provide meeting minutes, as the February 20, 2018 HPC meeting was canceled due to a lack of a quorum. However, I did email all the members with the proposed grant application projects as seen below, and received approval from the members. Their email responses are enclosed.

**Possible Projects for Inclusion in 2018 CLG Grant Application:**

1. CLG Meeting Costs (Required)	\$2,200
2. Training for CLG Coordinator and 2 Commissioners	\$7,000
3. National Trust Forum Membership	<u>\$250</u>
Total	\$9,450
4. Videotape "Mr. History" presentation	<u>\$2,500</u>
Grand Total	\$11,950

**Dawn Mayo**

---

**From:** Christine Kloubec <back400@centurylink.net>  
**Sent:** Wednesday, February 21, 2018 11:39 PM  
**To:** Dawn Mayo  
**Subject:** Re: HPC - CLG grant application

**CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Dear Dawn,

I support the proposed grant projects.

Christine

----- On Feb 20, 2018, at 10:45 AM, Dawn Mayo <DMayo@FargoND.gov> wrote:

Hi Christine,

We did not have a quorum for this morning's meeting of the HPC, and in order to apply for the CLG grant, (application deadline 2/23) I need to have approval for the proposed grant projects. Could you please reply to this email and let me know if you support the attached proposed grant projects?

Thanks,  
Dawn

**Dawn Mayo**  
Assistant Planner  
(701) 476-4137  
City of Fargo, Planning & Development  
401 3<sup>rd</sup> Ave N, Fargo, ND 58102

--



**Dawn Mayo**

---

**From:** matthew boreen <matthew.boreen@gmail.com>  
**Sent:** Wednesday, February 21, 2018 2:54 AM  
**To:** Dawn Mayo  
**Subject:** Re: HPC - CLG grant application

**CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Dawn,

I am in agreement for the CLG grant proposal as described in your previous email.

Thank you,  
Matt  
Sent from my iPhone

On Feb 21, 2018, at 1:47 AM, Dawn Mayo <[DMayo@FargoND.gov](mailto:DMayo@FargoND.gov)> wrote:

Hi Matt,

We did not have a quorum for this morning's meeting of the HPC, and in order to apply for the CLG grant, (application deadline 2/23) I need to have approval for the proposed grant projects. Could you please reply to this email and let me know if you support the attached proposed grant projects?

Thanks,  
Dawn

**Dawn Mayo**  
Assistant Planner  
(701) 476-4137  
City of Fargo, Planning & Development  
401 3<sup>rd</sup> Ave N, Fargo, ND 58102

<Possible Projects for Inclusion in 2018 CLG Grant Application.docx>

**Dawn Mayo**

---

**From:** Heather Fischer <heatherlfischer@gmail.com>  
**Sent:** Tuesday, February 20, 2018 1:00 PM  
**To:** Dawn Mayo  
**Subject:** Re: HPC - CLG grant application

**CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Dear Dawn,

Thank you for the email, yes, I support/approve the proposed grant projects.

Regards,

Heather

On Tue, Feb 20, 2018 at 10:41 AM, Dawn Mayo <[DMayo@fargond.gov](mailto:DMayo@fargond.gov)> wrote:

Hi Heather,

We did not have a quorum for this morning's meeting of the HPC, and in order to apply for the CLG grant, (application deadline 2/23) I need to have approval for the proposed grant projects. Could you please reply to this email and let me know if you support the attached proposed grant projects?

Thanks,

Dawn

**Dawn Mayo**

Assistant Planner

[\(701\) 476-4137](tel:(701)476-4137)

City of Fargo, Planning & Development

401 3<sup>rd</sup> Ave N, Fargo, ND 58102

**Dawn Mayo**

---

**From:** Mike Dawson <mike.dawson.1186@gmail.com>  
**Sent:** Tuesday, February 20, 2018 11:23 AM  
**To:** Dawn Mayo  
**Subject:** Re: FW: HPC - CLG grant application

**CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Hi Dawn,

I'm sorry I did not make the meeting this morning. I misinterpreted the email regarding the quorum and took it as there was no need to attend. Again, my apologies. I do in fact support the attached proposed grant projects.

Thank you,

Mike Dawson

On Tue, Feb 20, 2018 at 10:55 AM, Dawn Mayo <[DMayo@fargond.gov](mailto:DMayo@fargond.gov)> wrote:

Hi Mike,

We did not have a quorum for this morning's meeting of the HPC, and in order to apply for the CLG grant, (application deadline 2/23) I need to have approval for the proposed grant projects. Could you please reply to this email and let me know if you support the attached proposed grant projects?

Thanks,

Dawn

**Dawn Mayo**

Assistant Planner

(701) 476-4137

City of Fargo, Planning & Development

401 3<sup>rd</sup> Ave N, Fargo, ND 58102

**Dawn Mayo**

---

**From:** Gleye, Paul <paul.gleye@ndsu.edu>  
**Sent:** Tuesday, February 20, 2018 10:35 AM  
**To:** Dawn Mayo  
**Subject:** Re: Skype for meeting

**CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Yes, I approve of the CLG grant projects.

---

Paul H. GLEYE, Ph.D, | Professor  
Department of Architecture and Landscape Architecture  
North Dakota State University  
Fargo, North Dakota 58108 | (701) 231-5789

---

---

**From:** Dawn Mayo <DMayo@FargoND.gov>  
**Date:** Tuesday, February 20, 2018 at 4:39 PM  
**To:** Paul Gleye <paul.gleye@ndsu.edu>  
**Subject:** RE: Skype for meeting

Hi Paul,

Thanks for being available, sorry for the confusion. We ended up canceling the meeting, only Christine showed up. We got 4 inches of snow here overnight, so maybe people were shoveling?

Anyway, could you please reply and let me know if you approve of the projects that were proposed for the CLG grant application in the meeting packet? I will attach it to this email, also.

Thanks,  
Dawn

**Dawn Mayo**  
Assistant Planner  
(701) 476-4137  
City of Fargo, Planning & Development  
401 3<sup>rd</sup> Ave N, Fargo, ND 58102

**From:** Gleye, Paul [mailto:paul.gleye@ndsu.edu]  
**Sent:** Tuesday, February 20, 2018 7:50 AM  
**To:** Dawn Mayo <DMayo@FargoND.gov>  
**Subject:** Skype for meeting

**CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

**Dawn Mayo**

---

**From:** Michael Burns <mike@mjbald.com>  
**Sent:** Tuesday, February 20, 2018 10:51 AM  
**To:** Dawn Mayo  
**Subject:** RE: HPC - CLG grant application

**CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Hi Dawn, I was afraid that a quorum today might be a problem and I'm sorry for canceling so late. But I support and approved the proposed list for the CLG application.

Mike

**From:** Dawn Mayo [mailto:DMayo@FargoND.gov]  
**Sent:** Tuesday, February 20, 2018 10:44 AM  
**To:** Michael Burns <mike@mjbald.com>  
**Subject:** FW: HPC - CLG grant application  
**Importance:** High

Hi Mike,

We did not have a quorum for this morning's meeting of the HPC, and in order to apply for the CLG grant, (application deadline 2/23) I need to have approval for the proposed grant projects. Could you please reply to this email and let me know if you support the attached proposed grant projects?

Get better soon!

Thanks,  
Dawn

**Dawn Mayo**  
Assistant Planner  
(701) 476-4137  
City of Fargo, Planning & Development  
401 3<sup>rd</sup> Ave N, Fargo, ND 58102

## **Donated Labor**

1. If the services performed by the donor are in the same skill area for which the employee is normally paid, the GRANTEE may value the donor's services at the rate the State of North Dakota pays for similar services (exclusive of fringe benefits and overhead costs).
2. If the services performed by donors are outside their normal profession or trade, the GRANTEE shall value the donor's service at the Federal minimum wage as stated in the Federal Fair Labor Standards Act.
3. All donated services shall be documented on the attached Donated Labor Time Sheet. The value of the donated labor shall only be used as the GRANTEE'S matching share if the donated labor is performed to accomplish work on the project.
4. Services paid under another federal grant or contract shall not be considered eligible as donated services by the SOCIETY.
5. Students in a federally funded work/study or Federal student loan program cannot contribute donated services as matching share for an HPF grant.
6. The maximum donation of services eligible as the GRANTEE'S matching share shall not exceed forty (40) hours per week per donation.
7. When donated labor is used by GRANTEE on the project, GRANTEE shall submit completed forms to SOCIETY within ninety (90) days of the use of donation.

DONATED LABOR TIME SHEET

Name \_\_\_\_\_  
 Hourly Rate \_\_\_\_\_  
 Rate Based On \_\_\_\_\_  
 Project \_\_\_\_\_  
 Project #: \_\_\_\_\_  
 Time Period \_\_\_\_\_

DATE	TIME				Work Performed	Total Hours	Hourly Rate	Total
	Start	End	Start	End				

**TOTAL**           

I certify that I am donating this labor as match for the above project. I further certify that I am not being paid with federal funds; if a student, I certify that I am not funded by any federal work study, federal loan, or federal scholarship program.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **Donated Equipment & Materials**

Donated supplies and materials such as office supplies, mileage, long distance phone costs, laboratory supplies, etc. can be used in whole or in part as the GRANTEE'S non-federal matching share on the condition that:

1. The donation is for supplies and materials required to complete the project.
2. Values assessed to the donations must be reasonable and must not exceed the fair market value at the time of donation.
3. The GRANTEE must provide the SOCIETY with written documentation to justify values assessed to the donations.
4. The GRANTEE must submit to the SOCIETY a properly completed Donated Equipment & Materials Record, a copy of which is attached hereto, along with the documentation required above.
5. The GRANTEE shall submit completed forms to the SOCIETY within ninety (90) days of the use of the donation.



### Donated Equipment & Material Record

Project: \_\_\_\_\_ Grant #: \_\_\_\_\_

Name of Donor	Donor's Signature	Type of Item	<input checked="" type="checkbox"/> Donated <input type="checkbox"/> Loaned		Date of Donation / Loan <small>(if loaned also give hours of use)</small>	Value of Donation / Loan <small>(if loan give hourly rate)</small>	Total Donation / Loan

I certify that this is an accurate record of equipment and materials donated and/or loaned for use. Documentation supporting the values of donations/loans is attached.

Signature, Project Manager \_\_\_\_\_ Date \_\_\_\_\_



## Product Schedule

Fargo CLG  
38-18-161422-27

### Administration

Coordinator Reports	Monthly; with the first set of minutes
Expense & Match Reports	Final Report due no later than November 2019
Fargo CLG Meeting Minutes	Within ten days of each meeting

**REIMBURSEMENT REQUEST AND MATCH REPORTING FORM**  
for the Historic Preservation Grant Program administered by the State Historical

Project #: \_\_\_\_\_ Request #: \_\_\_\_\_  
 Project Name: \_\_\_\_\_ Grantee: \_\_\_\_\_  
 Time Period covered by this request: \_\_\_\_\_

	(a) Grant	(b) Match
1. Agreement amounts		
2. Amount of reimbursement requested		
3. Amount of match reported		
4. Total amount of reimbursement received (before this request)		
5. Total amount of match credited (before this request)		

Please attach all receipts, invoices, pay records, donated labor and equipment sheets, etc. required to document expenses.

**CERTIFICATE FOR PAYMENT**

I certify that to the best of my knowledge, information and belief the work covered by this Payment Request has been completed to date in accordance with the Agreement, that all amounts have been incurred in conformance to the Agreement and have been claimed in previous Payment Requests, that all reporting requirements and scheduled activities have been met to date, and that current payments requested herein is now due.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Position: \_\_\_\_\_

**For State Historical Society of North Dakota Use Only**

**Certification For Payment**

Project Personnel: Based on on-site inspections of work and/or review of reports and other materials submitted by the Grantee, I certify that to the best of my knowledge, information and belief that the work covered by this Payment Request has been completed to date in accordance with the Agreement, that all reporting requirements and scheduled activities have been met to date, and that the Grantee is entitled to payment.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Grant Personnel: Based upon review of this Payment Request and attached auditable records, I certify that to the best of my knowledge, information and belief that all amounts covered by this Payment Request have been incurred in conformance to the Agreement and have not been claimed in previous Payment Requests, and that the Grantee is entitled to payment.

By: \_\_\_\_\_ Date: \_\_\_\_\_

My records concur with the above figures.

\_\_\_\_\_  
 SHSND Grant Officer Date: \_\_\_\_\_

## **Payment Schedule**

Reimbursement will be made upon submittal of the Request for Reimbursement form. However if a deadline for products has been missed or amount of match submitted is low, payments will be withheld until the issues are corrected.

**ASSURANCES--NON-CONSTRUCTION PROGRAMS**

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

---

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.  
  
the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§

327-333), regarding labor standards for federally assisted construction subagreements.

protecting components or potential components of the national wild and scenic rivers system.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176© of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Mayor
APPLICANT ORGANIZATION Fargo CLG	DATE SUBMITTED

## **Additional Requirements**

Fargo CLG  
38-18-161422-27

- 1) No additional requirements

Fargo  
 2018  
 Funded Budget

Administrative Budget			
	Match	Federal	Total
Host CLG Meeting	\$266	\$2,200	\$2,466
FHPC (Meetings/Activities/Supplies)	\$1,200	\$0	\$1,200
			\$0
			\$0
			\$0
			\$0
<b>Administrative Total</b>	<b>\$1,466</b>	<b>\$2,200</b>	<b>\$3,666</b>

Travel and Education			
	Match	Federal	Total
Airfare		\$1,200	\$1,200
Meals		\$592	\$592
Lodging		\$1,776	\$1,776
Registration		\$600	\$600
Misc. Costs		\$332	\$332
Forum Membership		\$250	\$250
FHPC Match Hours	\$4,667	\$0	\$4,667
<b>TOTAL</b>	<b>\$4,667</b>	<b>\$4,750</b>	<b>\$9,417</b>

Mr. History Video			
	Match	Federal	Total
Video		\$0	\$0
<b>TOTAL</b>		<b>\$0</b>	<b>\$0</b>

	Match	Federal	Total
<b>Grant Totals</b>	<b>\$6,133</b>	<b>\$6,950</b>	<b>\$13,083</b>

47%

40% min required match	\$	4,633	\$6,950	\$	11,583
------------------------	----	-------	---------	----	--------





15

**PLANNING AND DEVELOPMENT**  
200 Third Street North  
Fargo, North Dakota 58102  
Phone: (701) 241-1474  
Fax: (701) 241-1526  
E-Mail: [planning@FargoND.gov](mailto:planning@FargoND.gov)  
[www.FargoND.gov](http://www.FargoND.gov)

**MEMORANDUM**

**TO:** City Commission  
**FROM:** Barrett Voigt, Assistant Planner   
**DATE:** June 14, 2018  
**RE:** 90-Minute Parking on west side of 3rd Street North

---

On May 31, 2018, the Parking Commission, with a unanimous vote of 5-0, approved of the 90-minute time-limited parking zone designation of the west side of 3rd Street North between Northern Pacific Avenue and Machinery Row Avenue. The request was made by Brandi Malmov of TRN Abstract & Title to change the time limit from 4 hours to 90 minutes to promote more customer parking. Please see the attached letter request and map for more information.

Per City of Fargo Municipal Code Section 8-1006, the Parking Commission is authorized to establish and change parking zones within the downtown area. In addition, Section 8-1006 requires approval by the City Commission for any decision by the Parking Commission to modify time-limited parking zones.

**Recommended Action:** Approve of the 90-Minute Parking time zone on the west side of 3rd Street North between Northern Pacific Avenue and Machinery Row Avenue.

# On-street Parking Time Zone Change Request (4 Hours to 90 Minutes)





**Division of Solid Waste**

2301 8th Avenue North  
Fargo, North Dakota 58102  
Phone: 701-241-1449  
Fax: 701-241-8109

16

June 14, 2018

Honorable Board of City Commissioners  
City of Fargo  
200 3<sup>rd</sup> Street North  
Fargo, ND 58102

RE: Solid Waste Management Agreement with Pioneer Roll-Offs

Dear Commissioners:

Attached for your approval is a Solid Waste Management Agreement between the City of Fargo and Pioneer Roll-Offs. The Agreement outlines the provisions of being a Private Hauler within the City of Fargo and governs the collection and delivery of waste generated within the City. The agreement also outlines the approved billing procedures, and provides a detailed list of and waste that is prohibited at the Fargo Landfill Facility.

Prior to the Agreement application process, the applicant did meet the Waste Hauler provisions of the North Dakota Department of Health and the Commercial Hauler permit provision by the City of Fargo Auditor's Office. The Agreement shall have an initial term of ten years, renewable for an additional period of five years by mutual agreement.

Your consideration in this matter is greatly appreciated.

**SUGGESTED MOTION**

Approve The Solid Waste Management Agreement between the City of Fargo and Pioneer Roll-Off, effective June 19, 2018.

Respectfully Submitted,

Terry Ludlum  
Solid Waste Utility Director

cc: Paul Hanson, Landfill Supervisor



**SOLID WASTE MANAGEMENT AGREEMENT  
FOR PRIVATE HAULERS IN THE CITY OF FARGO**

**PARTIES**

**THIS AGREEMENT** is entered into this 19<sup>th</sup> day of June, 2018, by and between the CITY OF FARGO (A City), a political subdivision of the State of North Dakota and Pioneer Roll-offs, (A Private Hauler), collectively referred to as the parties.

**RECITALS:**

**WHEREAS**, the Solid Waste Management Rules of North Dakota, NDCC Chapter 23-29 and NDAC Article 33-20, as amended require the City to establish a solid waste management program; and

**WHEREAS**, the City wishes to assure the protection of the environment and protect against environmental liability by insuring the proper operation of the program and solid waste facilities for its citizens; and

**WHEREAS**, the North Dakota legislature has established reduction goals in an effort to reduce the waste stream volumes entering municipal solid waste (MSW) landfills; and

**WHEREAS**, it is the desire of the City to reduce the volume of solid waste generated in the City by ensuring that the fees charged for solid waste disposal better reflect the true long term costs of waste disposal, and to reuse or recycle certain components of such solid waste to the maximum extent appropriate; and

**WHEREAS**, the City is operating a MSW landfill and related recycling programs for the purpose of (1) disposal of residential, commercial and industrial solid waste, and (2) diverting certain wastes for recycling purposes; and

**WHEREAS**, the City finds that the most effective means to protect residents and businesses of the City of Fargo from liability under state and federal environmental statutes is to ensure that solid waste generated in the City comes under the control of the City, and is disposed of in an appropriate location, including, without limitation, in the City-supervised and operated MSW landfill; and

**WHEREAS**, the Private Hauler is in the business of collecting solid waste in the City and desires to voluntarily enter into this Solid Waste Management Agreement governing its collection of solid waste generated within the City; and

**WHEREAS**, entering into this Agreement will be mutually beneficial to both the Private Hauler and the City; and

**NOW, THEREFORE**, in consideration of the mutual promises and agreements herein set forth, and in order to permit the City to accomplish the goals and objectives set out in the Rules, it is agreed to by the parties hereto as follows:

**ARTICLE I  
DEFINITIONS AND OTHER PROVISIONS  
OF GENERAL APPLICATION**

Section 1.1. Definitions. The terms defined in this Section 1.1 shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise;

“Acceptable Waste” means materials generally referred to as residential, commercial, or industrial “waste” as defined in Article 13-0501 of the Fargo Municipal Code, which have traditionally been disposed of in a solid waste landfill, consistent with City solid waste ordinances and which are not prohibited wastes.

“Agreement” means this Solid Waste Management Agreement, as it may hereafter be amended or supplemented.

“Generators” means the residential, commercial and industrial generators within the City of Fargo.

“Landfill” means the City of Fargo Municipal Solid Waste Landfill.

“Private Hauler” means any person or entity, including the Private Hauler, licensed to collect or transport waste from residential, commercial, or industrial property.

“Prohibited Waste” means Prohibited Waste as defined in Exhibit A hereto.

“Self-Hauler” means a person or entity who transports municipal waste generated by that person or entity or another person or entity without compensation.

“Solid Waste Ordinances” means the ordinances found in Article 13-05 of the Fargo Municipal Code adopted by the City and amended from time to time.

“Tipping Fee” is the charge for the use of the Landfill for the disposal of Acceptable Waste as set by City of Fargo Solid Waste Ordinances.

“Unforeseen Circumstance” means any act, event or condition that has had, or will have a material adverse effect on the rights or obligations of the Private Hauler or the City under this Agreement, if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement. Such acts or events may include, but shall not be limited to, and are qualified by the following:

- (a) An act of God (but not including reasonably anticipated weather conditions for the geographic area of the Facility) such as a landslide, lightning, tornado, flood, fire, explosion, sabotage or similar occurrence; acts of public enemy, extortion, war, blockade or insurrection, riot or civil disturbance;
- (b) The non-issuance, suspension, termination, interruption, denial or failure of renewal of any permit license, consent, authorization or approval essential to the operation of

the Landfill; provided that such act or event shall not be the result of the willful or negligent action or inaction of the party relying thereon and that neither the contesting in good faith or any such order nor the reasonable failure to so contest shall be construed as a willful or negligent action of inaction of such party; and

- (c) The failure of any appropriate federal, state, county, or city public agency or private utility, having operational jurisdiction in the area in which the Landfill is located, to provide and maintain utilities, services, water and sewer lines, and power transmission lines to the Landfill site which are required for and essential to the operation of the Landfill.

“Waste” means all waste as defined in Article 13-1501 of the Fargo Municipal Code delivered or caused to be delivered to the Landfill.

Section 1.2. References. All references in this Agreement to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this Agreement as executed. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision unless the context clearly indicates otherwise.

Section 1.3. Other References. The terms defined in Section 1.1 include the plural as well the singular, and the use of any gender refers to all genders. All accounting terms are in accordance with generally accepted accounting principles. All computations provided for herein shall be made in accordance with generally accepted accounting principles.

Section 1.4. Representations by the Private Hauler. The Private Hauler makes the following representations as the basis of its covenants herein:

- (1) The Private Hauler, if a corporation, is duly incorporated, and is in good standing under the laws of the State of North Dakota, has power to enter into this Agreement and by proper corporate action has authorized the execution and delivery of this Agreement.
- (2) The Private Hauler, if a partnership, is a validly formed and existing partnership, has power to enter into this Agreement and by proper action of the partnership has authorized the execution and delivery of this Agreement.
- (3) The execution and delivery of this Agreement, the consummation of the transaction contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of the articles of incorporation or bylaws of the Private Hauler, if it is a corporation, or of the partnership agreement, if the Private Hauler is a partnership, or of any restriction or of any agreement or instrument to which the Private Hauler is now a party, and do not and will not constitute a default under any of the foregoing, or result in the creation or imposition of any liens, charges or encumbrances of any nature upon any of the property or assets of the Private Hauler contrary to the terms of any instrument or agreement.
- (4) The Private Hauler is duly licensed to collect Waste within the City; the Private

Hauler has obtained all requisite approvals of the State of North Dakota and other federal, state, regional and local government bodies for the collection of the Waste it collects.

- (5) The Private Hauler has or will obtain all equipment and personnel necessary to fulfill its obligation under this Agreement and will maintain all accounting and billing systems necessary to fulfill its obligations under this agreement and applicable ordinances, and will, further, fully comply with all applicable licenses, permits, laws or ordinances.
- (6) The Private Hauler is able to deliver to the Landfill all Acceptable Waste collected by it from all of its present and future customers in the City in accordance with the terms of this Agreement.
- (7) To the extent that the Private Hauler with regard to Section 3.6 is the legal successor to prior commercial Haulers, the Private Hauler has obtained the irrevocable right to fully and unconditionally release claims against the City on their behalf.
- (8) The Private Hauler understands that this Agreement does not include, and does not apply to, the collection of Waste generated outside the geographic boundaries of the City of Fargo, except as expressly provided herein.

Section 1.5 Exhibits. The following Exhibits are attached to and by reference made a part of this Agreement:

Exhibit A: Prohibited Waste

Exhibit B: City of Fargo Waste Management Credit Policy

The City may from time to time during the term of this Agreement amend or modify the provisions of these exhibits, subject to advance notice to and input from the Private Haulers.

## **ARTICLE II DELIVERY OF WASTE**

Section 2.1. Private Hauler Status, Collection and Billing Procedures. Execution of this Agreement by the City constitutes the “substitute contract” waiver of the limitation on private haulers as set forth in Article 13 of the City’s ordinance providing for organized collection. As such, the agreement entitles the Private Hauler to continue to provide collection and hauling services, and bill directly, to all customers currently being serviced by the Private Hauler at the time of the execution of this agreement, and compete for new or additional accounts and customers so long as the Private Hauler is in compliance with the provisions of this Agreement.

Notwithstanding any other provision of this Agreement, the City retains the absolute right to provide waste collection and disposal services exclusively to all residential accounts. In addition, the City may provide service directly to those commercial accounts it obtains as part of its own proprietary commercial hauling operations provided directly by the City, or by contracting with a private hauler.

Section 2.2. Collection and Delivery of Acceptable Waste. The Private Hauler hereby agrees to collect and promptly deliver to the City at the Landfill, in accordance with the terms of this Agreement and with such collection and delivery procedures as the City may from time to time prescribe, commencing on the effective date of this Agreement and continuing thereafter during the term of this Agreement, the total quantity of Acceptable Waste generated in the City of Fargo collected by the Private Hauler, subject to the terms and conditions of this Agreement.

Section 2.3. Delivery of Prohibited Waste. The Private Hauler agrees to use its best efforts to deliver only Acceptable Waste to the Landfill. The City shall not be required to accept any Waste which does not constitute Acceptable Waste. The City shall have the right, but not obligation, to inspect all vehicles delivering Waste to the Landfill. No inspection by the City shall limit the obligation of the Private Hauler to deliver only Acceptable Waste to the Landfill. If the City in the exercise of its reasonable judgement determines that a vehicle contains any Prohibited Waste, as defined in Exhibit A, the City may reject the entire delivery and the Private Hauler shall forthwith remove such entire delivery from the Landfill for disposal at a specified Facility. All costs of such removal and disposal shall be borne by the Contact Hauler. In addition, a sum equal to the disposal fee provided in Section 2.6 and as adjusted, together with all costs including special handling fees if applicable, incurred by the City, shall be charged to the Contact Hauler for each ton of Waste delivered by the Private Hauler and rejected by the City.

The Private Hauler shall have the sole responsibility to remove from the Landfill, Prohibited Waste it has delivered and pay the resulting cost, notwithstanding any prior acceptance of such Waste as Acceptable Waste by the City. Such removal shall be accomplished promptly after notice, verbal or written, is received by the Private Hauler from the City that any Waste previously delivered by the Private Hauler is Prohibited Waste. In the event the Private Hauler refuses to or unreasonable delays its removal of Prohibited Waste, (i.e. delays by more than 24 hours), the City may remove and dispose of the Prohibited Waste and charge the costs of such removal and disposal to the Private Hauler on the next monthly invoice to the Private Hauler.

Section 2.4. Delivery Conditions. The Private Hauler agrees that all Acceptable Waste shall be delivered in accordance with the following terms and conditions:

- (a) Hours and Days of Delivery. The City, unless it notifies the Private Hauler otherwise, shall accept deliveries from the Private Hauler during the operating hours as posted at the Landfill.
- (b) Final Disposal Location. Once annually, during the term of this agreement, the Private Hauler shall inform each customer in writing of the final disposal location(s) of the Solid Waste collected from the customer. The Private Hauler shall make the same report in writing to The City of Fargo.
- (c) Origin of Waste. The Private Hauler, acting through its drivers, shall state the origin by municipality of collected Waste on the Landfill scale ticket at time of delivery to the Landfill.
- (d) Commingling of Waste: The Private Hauler, acting through its drivers, shall not commingle Waste generated inside the geographic boundaries of the City of Fargo with waste generated outside the geographic boundaries of the City of Fargo, unless



and until a separate contract agreement for the outside waste has been entered into between the Private Hauler and the City of Fargo.

- (e) Differential Tipping Fees: The Private Hauler understands that the City reserves all rights to charge a different tipping fee at the Landfill for the disposal of Waste generated outside the geographic boundaries of the City of Fargo than for Waste generated inside the geographic boundaries of the City of Fargo.
- (f) Transportation to Landfill. The Private Hauler shall be solely responsible for the provision, at its expense, of all personnel and equipment necessary to transport all Waste to be delivered under this Agreement and to deliver the same to the Landfill in accordance with such regulations relating to the manner of delivery as the City may from time to time establish.
- (g) Equipment. All equipment used by the Private Hauler for collection and transportation of Waste for delivery pursuant to this Agreement shall be licensed pursuant to and complies with all ordinances and regulations which may from time to time be enacted with respect thereto, and shall comply with such equipment specifications as may be established by the City or other regulatory agencies. The City may reject any delivery of Waste delivered by equipment in violation of this paragraph. In the event of such a rejection, a sum equal to the special handling fee, if applicable, as adjusted shall be charged to the Private Hauler for each ton of Waste, or part thereof, delivered by the Private Hauler and rejected. The Private Hauler shall maintain with the City such information concerning equipment of the Private Hauler as may be requested from time to time by the City.
- (h) Landfill Rules. The Private Hauler will comply with all reasonable rules and regulations posted at the Landfill.

Section 2.5. Tipping Fee Remittance. The tonnage of Waste hereunder shall be determined as provided in section 2.7. The Tipping Fees remitted by the Private Hauler to the City for each ton of Waste delivered to the Landfill shall comply with Section 4.5.

Section 2.6. Monthly Statements; Payments. The City shall, within ten (10) days following the last day of each month subsequent to the effective date of this Agreement and within ten (10) days following the expiration of the term or termination of this Agreement, submit to the Private Hauler a statement of the total tonnage of Acceptable Waste delivered to the Landfill during the preceding month or other applicable period and the amount which the Private Hauler is required to remit to the City pursuant to this Agreement. The charge for each month during the term of the Agreement shall be computed on the basis of the tipping fees as noted in Section 4.5. The City of Fargo reserves the right to audit the accounts receivable and other records of the Private Hauler as necessary to verify the accuracy of the accounts receivable and other records of the Private Hauler. City staff or appointed representatives will perform the audit at no cost to the Private Hauler except in the event where material discrepancies and/or violations are noted or the Private Hauler's records are incomplete or incorrect, the City may calculate the correct remittances due the City and charge the cost of necessary work to the Private Hauler. Remittances for each month's deliveries shall be paid according to the City of Fargo's Waste Management Credit Policy as set out in Exhibit B. Such audit shall be subject to the applicable laws of the State of North Dakota.

Section 2.7. Weighing at Facility. The City shall maintain at the landfill certified truck-weighing scales operated by a scale operator. The tonnage of Acceptable Waste delivered at the Landfill shall be determined by the deduction of the tare weight of the vehicle from the total loaded weight of the vehicle. The tare weight of the vehicle is determined after the contents of each vehicle load is disposed of at the Landfill. The City or Private Hauler shall have the right at any time to reweigh any vehicle. The City shall provide to the driver of each vehicle making a delivery to the Landfill a receipt signed by the scale operator, which shall also be signed by the driver of the vehicle, setting forth the gross weight, tare weight, date, time, truck identification, total tonnage and origin of Acceptable Waste determined to have been delivered to the Landfill by such Vehicle. Whenever any Waste is not accepted, the outgoing vehicle shall be weighed and receipted in a like manner. All such receipts shall be prepared in triplicate, with the City retaining one copy or a suitable machine record. Such receipts shall be used by the City, as the basis for determining the remittances required by Section 2.6 and Section 2.7. The Private Hauler through its authorized representatives, shall have the right from time to time to audit, at the Private Hauler's sole cost, the weight records of the Landfill, provided such audits are made at reasonable times and upon prior written notice and in accordance with applicable laws of the State of North Dakota and do not in any way interfere with the orderly operation of the Landfill.

### **ARTICLE III COVENANTS OF THE PRIVATE HAULER**

Section 3.1. Indemnification. The Private Hauler shall take all precautions necessary to protect the public against injury and shall defend, indemnify and save the City harmless from all damages and claims of damages that may arise by reason of any negligence on the part of the Private Hauler, its agents, employees, or independent contractors, while engaged in the performance of this Agreement including, but not limited to damages and claims of damages caused by hot loads delivered by the Private Hauler, fires caused by hot loads after delivery, driver-caused damage to any part of the Landfill and the cost of clean up of Waste contaminated by the Private Hauler, and against any and all claims, liens and claims of liens for labor performed or material or services furnished or subcontracted for by the Private Hauler with or without authorization of the City. The Contact Hauler shall also defend, indemnify and save the City harmless from and against all liabilities, losses, damages, costs and expenses (including attorney's fees and expenses of the City), causes of action, suits, claims, demands and judgements of any nature arising from violation of any representation, agreement, warranty, covenant or condition of this Agreement. The City shall indemnify the Private Hauler for any damages, including costs of defense, for the negligence of itself, its employees or agents arising from the violation of any representation, agreement, warranty, covenant or condition of this Agreement.

Section 3.2. Insurance. The Private Hauler shall obtain and furnish to the City evidence of all insurance required under City of Fargo Solid Waste Ordinances, covering all vehicles to be used and all operations to be performed by the Private Hauler, its subcontractors and independent contractors in performing this Agreement. Such insurance may be provided by the Private Hauler and separately by the individual subcontractors and independent contractors; or, in the alternative, the Private Hauler may furnish evidence of such insurance covering itself as well as all of its subcontractors and independent contractors as additional insureds. The Private Hauler shall ensure that the City of Fargo is included as an additional insured in all policies required under this Section.

Section 3.3. Nondiscrimination. The Private Hauler agrees that it shall not, within the State of North Dakota, discriminate against any employee or applicant for employment because of race, color, creed, national origin or sex, and will include a provision prohibiting such discrimination in all subcontracts entered into for the performance hereof.

Section 3.4. Notice of Default. The parties will give to the other prompt notice of any condition or event that constitutes an Event of Default.

Section 3.6. Continuing Existence and Qualification. The Private Hauler will remain duly qualified to do business in the State of North Dakota and licensed to operate as a Private Hauler in the City of Fargo.

Section 3.6. Waiver of Liability and Covenant Not to Sue. The Private Hauler hereby waives any liability claims or causes of action arising from the existence of or enforcement of City ordinances, resolutions, policies, contracts, or other actions controlling or attempting to control, the collection, disposal or other handling of Waste. The waiver specifically extends to any predecessor individuals, partnerships, corporations or other entities, of the Private Hauler. The Private Hauler further agrees that it will not assert any claim that the provisions of this Agreement or any City ordinance related thereto is unconstitutional or illegal and should any other individual establish such in any court of law that the Private Hauler will not claim any damages.

Section 3.7. Charge for Collection. The Private Hauler agrees to charge for collection of Waste based upon the usual industry standards.

Section 3.8. Independent Contractor. The Private Hauler shall select the means, method, and manner of performing the services herein. Nothing is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Private Hauler as the agent, representative, or employee of the City of Fargo for any purpose or in any manner whatsoever. The Private Hauler is to be and shall remain an independent contractor with respect to all the services performed under this Agreement. The Private Hauler represents that it has or will secure at its own expense all personnel required in performing services under this Agreement. Any and all personnel of the Private Hauler or other persons while engaged in the performance of any work or services required by the Private Hauler under this Agreement shall have no contractual relationship with the City of Fargo, and shall not be considered employees of the City of Fargo. Any and all claims that may or might arise under Chapter 52-01, et seq., N.D.C.C. of the State of North Dakota on behalf of said personnel, arising out of employment or alleged employment, including without limitation, claims of discrimination against the Private Hauler, its officers, agents, contractors, or employees, shall in no way be the responsibility of the City of Fargo. The Private Hauler shall defend, indemnify, and hold the City of Fargo, its officers, agents, and employees, harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever, from the City of Fargo, including, without limitation, tenure rights, hospital and medical care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay, and PERA.

**ARTICLE IV  
COVENANTS OF CITY**

Section 4.1. City's Duty to Accept Waste. For the term of this Agreement, the City shall accept from the Private Hauler all Acceptable Waste delivered by the Private Hauler to the Landfill or to such other location as the City shall specify, in accordance with the terms of this Agreement.

Section 4.2. Failure to Accept Waste at Landfill. If at any time the City is unable to receive all or any part of the Private Hauler's Acceptable Waste at the Landfill for any reason, then the City shall verbally notify the Private Hauler's truck operator or dispatcher and any other responsible party designated by the Private Hauler for notification, such notification to be followed by written confirmation to the Private Hauler. The City shall also station an individual or post a sign during normal waste receiving hours to notify truck operators of the suspension of operations. The Private Hauler shall be authorized to haul the waste to any State approved waste processing or disposal facility, as determined by the City of Fargo Solid Waste Operations Manager. All costs of such transportation and disposal shall be borne by the Private Hauler. The City shall give at least 48 hours verbal notice to the Private Hauler when operations at the Landfill will resume. If such 48-hour notice is given, then the Private Hauler shall deliver waste to the Landfill in accordance with this Agreement when operations resume. If such advance notice is not given, then the Private Hauler shall begin delivery of Waste to the Landfill within 48 hours of having received notice from the City.

Section 4.3. Proper Disposal of Waste. The City shall dispose of all Acceptable Waste delivered to it in accordance with the terms of this Agreement and all applicable laws and regulations.

Section 4.4. Enforcement of Similar Agreements and Solid Waste Ordinances. The City shall exercise its best efforts to enforce all similar agreements and related Solid Waste Ordinances. The City agrees that it will not extend preferential rates or privileges to any individual Private Hauler, unless such rates or privileges are offered to all Private Haulers. However, the City may continue preferential rates to single family residential accounts. The City reserves the right to enter into similar contracts with other Private Haulers, waste generators or governmental bodies with the same rates and privileges.

Section 4.5. Establishment of Tipping Fees. The City agrees to establish the following Tipping Fees effective June 19, 2018 :

\$ 29.00 <sup>\$ 42.00</sup> per ton - Fargo Waste

(TL)

The City reserves the right to adjust the Tipping Fees subject to the following:

- (1) Public notice of the intent to adjust the Tipping Fee will be given and a public hearing of the City Commission will be held on the adjustment;
- (2) Any increase in the Tipping Fee will be based on and directly related to increased capital or operational costs of the Solid Waste Division, including any increase in maintenance costs in addition to the anticipated costs, or decreased revenue from the operation of the Landfill; and

- (3) No such adjustment will be made during the first 3 years after the effective date of this Agreement. Thereafter, adjustments shall be made not more than once annually and shall also be reflected in the City's commercial fee matrix.

In addition to the Tipping Fees, the Private Hauler will pay all applicable taxes and other fees established by the State of North Dakota or other governmental body other than the City.

Section 4.6. No Waiver of Immunity: Nothing in this Agreement shall constitute a waiver or diminution by the City of Fargo of any immunities or statutory limitations on liability.

## ARTICLE V EVENTS OF DEFAULT REMEDIES

Section 5.1. Events of Default. Any of the following events shall constitute an Event of Default:

- (a) The failure to delivery any Acceptable Waste as required by Section 2.1; or
- (b) If the Private Hauler enters voluntary bankruptcy or insolvency, or seeks reorganization, arrangement, adjustment or composition under the federal Bankruptcy Code or any other applicable federal or state law, [or makes any general assignment for the benefit of its creditors without complying with the provisions in Section 6.4 regarding transfers and assignments] or suffers any order for relief under the federal Bankruptcy Code or any order adjudicating it to be bankrupt or insolvent, or appointing a receiver, liquidator, assignee for the benefit of creditors, trustee, sequestrator or other similar official for the Private Hauler which prevents or impairs the Private Hauler's ability to perform all terms and conditions of this Agreement; or
- (c) The failure to perform or observe any other of the covenants, agreements or conditions on the part of the Private Hauler or the City in this Agreement, including the failure to make punctual payment of any amounts due pursuant to Section 2.5, and such default shall have continued for a period of fifteen (15) days after written notice thereof given by the other party to defaulting party, unless the non-defaulting party shall agree in writing to an extension of such time prior to its expiration for such longer period as reasonable diligence may require to remedy the same, with such an extension to be reasonably granted by the non-defaulting party.

Section 5.2. Other Remedies. Upon the occurrence of an Event of Default, the non-defaulting party may pursue any available remedy by suit at law or equity to enforce the covenants of the defaulting party herein, including such appropriate judicial proceedings as the non-defaulting party shall deem most effective to protect and enforce or aid in the protection and enforcement of the covenants and agreements in this Agreement. In addition, upon the occurrence of an Event of Default, the non-defaulting party may immediately terminate this Agreement by written notice to the defaulting party. The City retains the right to enforce against the Private Hauler all applicable ordinances, regulations, statutes or permits.

Section 5.3. Manner of Exercise. Unless otherwise stated, no remedy by the terms of this Agreement conferred upon or reserved to the parties is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy of the parties given now or hereafter existing at law or in equity or by statute.

**ARTICLE VI  
GENERAL TERMS**

Section 6.1. Terms and Termination. This Agreement shall become effective on June 19, 2018, if and only if on or before that date the City has given the Private Hauler notice that contracts identical to this Agreement (except with regard to the name of the Private Hauler) have been executed by a sufficient number of Private Haulers to justify the waiver from the organized collection provisions, such justification to be in the sole and complete discretion of the City. If such notice is not given on or before           , 20  , this Agreement shall be null and void. The Agreement shall have an initial term of ten years from June 19, 2018, renewable for an additional period of 5 years by mutual agreement of the parties provided that the Private Hauler shall provide final, binding notice of intent to renew no later than May 19, 2018, provided City has given notice of the same 30 days prior thereto.

This Agreement shall also terminate:

- (a) If the City permanently ceases the operation of its Landfill; or
- (b) If this Agreement is terminated by the non-defaulting party after an Event of Default, as provided in Section 5.1; or
- (c) If the City lawfully terminates its solid waste management program; or
- (d) By mutual agreement of the parties.

Section 6.2. Private Hauler's Obligations Unconditional. Without limiting any of the other provisions of this Agreement, all obligations of the Private Hauler to make Tipping Fee remittances and other payments due to the City under this Agreement shall be absolute and unconditional, and the Private Hauler shall not be entitled to any abatement, diminution, set off, abrogation, waiver or modification thereof, nor to any termination of this Agreement by any reason whatsoever, except as expressly provided herein, regardless of any rights of set off recoupment or counterclaim that the Private Hauler might otherwise claim against the City or any other party or parties and regardless of any contingency, event or cause whatsoever and notwithstanding any circumstances or occurrence that may arise or take place before, during or after the effective date if this Agreement, except during the pendency of an Unforeseen Circumstance.

Section 6.3. Disposal of Waste other than for Private Hauler. The Private Hauler recognizes that the Landfill will be operated for the purpose of receiving Waste from a number of sources. The Private Hauler agrees that the City shall have the right to accept Waste at the Landfill delivered by joint powers, authorities or public agencies, municipal or other private corporations, individuals or partnerships, and other Private Haulers. The City may accept Waste on a first come first served basis, and set tipping fees for waste received from non-Private Haulers in any manner it deems appropriate. The Private Hauler agrees that the City shall not be liable to the Private Hauler

for any costs or expenses incurred by the Private Hauler in connection with delivery of Waste to the Landfill whether such costs or expenses are attributed to waiting time, temporary shutdown of the Landfill or any other cause whatsoever.

Section 6.4. Successors and Assignment. This Agreement shall be binding upon any successor or assignee of the Private Hauler and the Private Hauler agrees that any transfer of assignment by any means or in any manner of any right, title or interest in the business of Private Hauler will provide that the transferee or assignee agrees to be bound by this Agreement. The transfer or assignment of the rights and/or obligations of the Private Hauler under this Agreement shall be effective upon (i) written acknowledgment to the City by the transferee or assignee that the transferee or assignee is bound by all the terms and conditions of this Agreement, and (ii) the issuance of a Private Hauler license by the City to the transferee or assignee. A Private Hauler license is not transferable. Transferees or assignees must apply for a Private Hauler license to do business in the City of Fargo.

Section 6.5. Voluntary Agreement. The parties hereto have voluntarily entered into this Agreement because of the mutual benefits to be derived by each.

Section 6.6. Relationship of the Parties. Except as provided herein, no party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party to third parties. This Agreement does not create any fiduciary relationship between the parties or any relationship of employer-employee.

Section 6.7. Representatives. The authorized representative of the City for purposes of this Agreement shall be the City of Fargo Solid Waste Operations Manager.

The authorized representative of the Private Hauler for purposes of this Agreement shall be: \_\_\_\_\_ . Either party may change its representative upon five (5) days written notice to the other party.

Section 6.8. Notices. All notices, consents and other communications required or permitted by this Agreement unless otherwise specified, are required to be in writing and shall be deemed delivered when tendered to the other party by hand to such party's designated representative, or, if mailed shall be deemed to have been given when dispatched by certified mail, return receipt requested, postage paid, and addressed as follows:

If to the City: Solid Waste Utility Manager  
City of Fargo  
Solid Waste Division  
2301 8th Avenue North  
Fargo ND 58102

If to a Private Hauler: Pioneer Roll-offs  
215 5<sup>th</sup> ST NW  
WAT Fargo ND 58078

or to such other addresses as either party hereto may, from time to time, designate in writing by notice to the other party.

Section 6.9. Entire and Complete Agreement. This Agreement constitutes the entire and complete Agreement of the parties, exclusive of all prior or contemporaneous understandings, arrangements and commitments, all of such, whether oral or written, having been merged herein.

Section 6.10. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or enforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 6.11. Applicable Law. The laws of the State of North Dakota shall govern the validity, interpretation construction and performance of this Agreement. Nothing in this Agreement shall be deemed to relieve the Private Hauler of any obligation under the Rules, the Solid Waste Ordinances or any other law.

Section 6.12. Unforeseen Circumstance. The inability of either party to perform any obligation under this Agreement due to an Unforeseen Circumstance shall not constitute a breach of any such obligation during the pendency of the Unforeseen Circumstance.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

CITY OF FARGO, NORTH DAKOTA  
A municipal corporation

By \_\_\_\_\_  
Its Mayor

Attest:

\_\_\_\_\_  
City Auditor

Approved as to form and execution.

\_\_\_\_\_  
City Attorney

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

PRIVATE HAULER:

Pioneer Roll-Offs

By Angela Thomas, Site Manager



**EXHIBIT A**  
**Fargo Landfill Facility**  
**Prohibited Waste**

- 1. Hazardous Waste**  
(other than normal household quantities)  
Including:
  - a. Ignitables (solvents, fuels, paints, etc.)
  - b. Corrosives (acids and alkalis)
  - c. Reactives (hypochlorites - swimming pool chemicals, cyanides, etc.)
  - d. Toxicity Characteristic wastes
  - e. Other listed hazardous wastes
  
- 2. Industrial Waste**  
(Nonhazardous waste generated by industrial or manufacturing processes)  
MSW Landfills may accept an amount of up to ten percent of the total weight of MSW received per month if the industrial waste is identified in the industrial waste management procedures contained in the approved operating plan.
  
- 3. Lead Acid Batteries**
  
- 4. Liquids**  
(other than normal household quantities)
  
- 5. Animal Manure**
  
- 6. Septic Tank Pumpings**
  
- 7. Tires**
  
- 8. Major Appliances**  
(refrigerators, washers, etc.)
  
- 9. Municipal Waste Incinerator Ash**
  
- 10. Pesticide Containers**  
(other than normal household quantities or triple rinsed and punctured)
  
- 11. PCB Waste and PCB Oils**  
(transformers and capacitors)
  
- 12. Sludges**  
(raw or digested sewage sludges, lime sludges, grit chamber cleanings bar screenings, oil sludges and other sludges unless approved by the NDDH)
  
- 13. Regulated Infectious**  
(other than normal household quantities)  
MSW landfills may accept regulated infectious waste from hospitals, nursing homes, etc. If incinerated or autoclaved and sharps rendered “non-sharp” with NDDH approval.

**14. Waste Oil**

**15. Special Waste**

(nonhazardous solid wastes generated by energy conversion facilities; crude oil and natural gas exploration and production; mineral and ore mining; beneficiation and extraction; and surface coal mine operations)

**16. Other Waste**

(toxic or adverse characteristics potentially impacting public health or environmental resources)

**EXHIBIT B**  
**City of Fargo**  
**Waste Management Credit Policy**

PURPOSE:

It is a financial policy of the City to selectively use available capital in a way that will best serve our taxpayer's interest. We feel we do this best by using our money to provide efficient services to the taxpayers, rather than using it to finance customer accounts receivable beyond regular terms or accounts that are uncollectible.

To protect the taxpayer's best interest, the Board of Commissioners has adopted a general credit policy; and individual division policies where necessary. The following guidelines apply to all services provided by the Division of Solid Waste:

Interest:

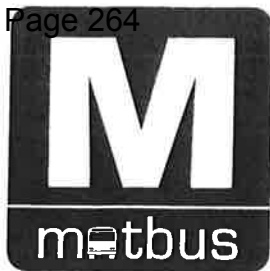
Interest will be charged to all accounts over 30 days at the annual rate equal to 1.5% per month or 18% per annum. Periodically the interest rate will be reviewed to ensure that is not too high or too low.

Past due accounts:

Past due accounts will be pursued by the Division or designated individual as approved by the Commission. If a receivable is determined to be uncollectible, it may be written off as follows:

- a. \$100 or less, approval of Division head is required.
- b. \$250 or less, approval of the Department and Division heads are required.
- c. Over \$250, approval of the Department and Division heads and Finance Director are required.
- d. City Commission approval should be obtained when it appears that a conflict of interest exists.

Effective date of Commission Action: May 1, 2004 Changes effective: SAMR -



17

**MATBUS**

650 23rd Street North  
 Fargo, ND 58102-4100  
 Phone: 701.241.8140  
 Fax: 701.241.8558  
 Online: matbus.com

go green  ride with us!

May 31, 2018

Fargo City Commission  
 200 N 3<sup>rd</sup> Street  
 Fargo, ND 58102

Dear Commissioners:

Capital grant opportunities for Transit are often only made available through grants with the State of North Dakota (ND) and the Federal Transit Administration (FTA) at a ratio of 80% federal/state and 20% local share. The operating grants available are in the annual 5307 apportionments, published in the Federal Register, at a ratio of 50% federal/50% local share for operating costs. Recently, DOT/FTA have made additional discretionary *capital* grants available and we would like the opportunity to pursue these funds as outlined in this memo.

Fixed route vehicles are currently the portion of the Fargo fleet requiring replacement as we just completed replacement of the paratransit fleet. In April 2017, Fargo received two replacement buses for 1997 vehicles which had already been disposed of due to the age and excessive mileage.

The next critical need was to replace the 2002 and 2004 Gillig buses: funding for these seven replacement vehicles is from four different capital grants:

- 2017 State of ND 5339 capital grant
- 2018 State of ND 5339 capital grant
- 2018 State of ND 5310 capital grant
- 2017 Federal Highways Administration (FHWA) STP/UR capital allocation

Each bus costs approximately \$490,000 with an anticipated delivery of late summer 2018. These purchases were anticipated and part of the 2018 Transit budget.

To complete the full grant funding picture, Transit receives an annual apportionment for Capital & Operating which is allocated to designated recipients. In North Dakota there are three designated 5307 recipients: Fargo, Grand Forks, Bismarck. Normally, we have access to our full, or partial, apportionment early in the calendar year, however, last year (federal FY2017) Federal Transit Administration (FTA) 5307 Capital and Operating programmed full appropriation was not announced until July 10, 2017 due to delays at the federal level with Congress.

For Schedule Information: 701.232.7500

The updates for each of the above listed grants is provided below:

<b>North Dakota Department of Transportation (ND DOT) Awards:</b>			
<b>2017</b>			
5339 - Discretionary Capital Bus and Bus Facilities Grant			
Awarded \$400,000			
Contract No. 38170156			
<u>Project</u>	<u>Local Share</u>	<u>Federal Share</u>	<u>Total</u>
1 replacement 35 ft bus	\$ 100,000	\$ 400,000	\$ 500,000
<b>2018</b>			
5339 - Discretionary Capital Bus and Bus Facilities Grant			
Awarded \$846,026			
Contract No. 38171124			
<u>Project</u>	<u>Local Share</u>	<u>Federal Share</u>	<u>Total</u>
1 replacement 35 ft bus	\$ 92,289	\$ 369,154	\$ 461,443
1 replacement 35 ft bus	\$ 69,218	\$ 276,872	\$ 346,090
Purchase computer hardware	\$ 3,000	\$ 12,000	\$ 15,000
Purchase mobile surv/security equip.	\$ 47,000	\$ 188,000	\$ 235,000
	\$ 211,507	\$ 846,026	\$ 1,057,533
5310 - Discretionary Capital Grant			
Awarded \$187,128			
Contract No. 38171108			
<u>Project</u>	<u>Local Share</u>	<u>Federal Share</u>	<u>Total</u>
1 replacement 35 ft bus	\$ 46,782	\$ 187,128	\$ 233,910
<b>Federal Highways Administration (FHWA) transfer to FTA Capital - Urban Roads Program (STPU)</b>			
Awarded \$1,488,000			
MOU			
<u>Project</u>	<u>Local Share</u>	<u>Federal Share</u>	<u>Total</u>
3 replacement buses	\$ 372,000	\$ 1,488,000	\$ 1,860,000
(could possibly purchase 4 buses with GTC settlement and depending on final pricing)			

**2017 5307 – Annual Apportionment for Capital and Operating FTA**  
**Awarded \$2,397,121 (full appropriation not made available until July 10, 2017)**

PROGRAM OF PROJECTS DESCRIPTIONS	LOCAL SHARE	FEDERAL SHARE	PROJECT TOTALS
<b>I. CAPITAL PROJECTS</b>			
A. 20%/80% Funding			
1. Maintenance Cost Funded as Capital	194,936	779,745	974,681
2. 10% of ADA Costs Funded as Capital	47,942	191,770	239,712
<b>II. PLANNING ASSISTANCE</b>			
A. 20%/80% Funding			
1. Transit Planning	5,000	20,000	25,000
<b>III. OPERATING ASSISTANCE</b>			
A. Maximum Federal Funding			
1. Eligible net operating expenses of the Fargo Transit System for the period of January 1, 2017 through December 31, 2017 (50% Federal Funding Level)	1,393,621	1,393,621	2,787,242
2. 1% Security	11,986	11,986	23,971
<b>Section 5307 Program of Project Totals</b>	<b>\$1,653,485</b>	<b>\$2,397,121</b>	<b>\$4,050,606</b>

**FY18 GRANT OPPORTUNITIES**  
**Grants available through the State of ND:**

**5310 – Total Urban Funds Available \$371,380**

Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program goal is to *improve mobility for the elderly and persons with disabilities throughout the country*. Under 49 U.S.C. 5310 funding provides financial assistance for capital purchases and operating assistance for transportation services planned, designed and carried out to meet the special transportation needs of the elderly and persons with disabilities in all small urban and rural areas. The program requires coordination of federally-assisted programs and community services in order to make the most efficient use of federal resources.

Proposed Projects for Application:	Local	Federal	Total
Mobility Manager Salary – (Fargo Portion)	\$12,873	\$51,492	\$64,365
Replace 5 Shelters	<u>\$10,000</u>	<u>\$40,000</u>	<u>\$50,000</u>
Total	\$22,873	\$91,492	\$114,365

We currently have 78 bus shelters throughout Fargo for fixed route passengers, approximately 75% of these existing shelters are at least 20 years (or more) old and are either marginal (asset condition 2) or poor (asset condition 1). We would like to update the oldest/most degraded shelters with new ones to include solar lighting for security and visibility. The shelters are old

and difficult to keep presentable; purchasing replacements (in this case 5 shelters) for older shelters with upgrades that offer more visibility with solar lighting, better security when lit at night and represent the transit system in a more modern, updated light for passengers.

The Transit Development Plan identified the need to upgrade and rehab equipment, plus renovate/rehab/expand facilities to meet the demands of transit growth in the area especially as we migrate towards a regional transit authority.

**5339 – Total Urban Funds Available \$416,528**  
**Total Funds Available Statewide \$1,657,120**

Proposed Projects for Application:	<b>Local</b>	<b>Federal</b>	<b>Total</b>
Refurb GTC	\$200,000	\$800,000	\$1,000,000
Replace 10 Shelters	\$20,000	\$80,000	\$100,000
Wireless Lifts	\$6,000	\$24,000	\$30,000
Forklift	<u>\$4,000</u>	<u>\$16,000</u>	<u>\$20,000</u>
Total	\$230,000	\$920,000	\$1,150,000

There is a critical need for substantial renovations to the main transfer facility, the Ground Transportation Center (GTC). The GTC was built in 1984 and has had only one renovation in 2004 other than the bus deck overlays every 5-6 years. The useful life of the GTC as an asset is 40 years, which will be 2024 – currently making the facility 35 years old in need of updated HVAC, flooring inside and out, renovation of office and restroom spaces, lobby seating, relocation of the dispatch area, removal of the exterior canopy and replacement with a more functional covering, replacement of the roof and several aesthetic repairs. In addition, developing a safer and more secure environment at the main transit transfer facility, the Ground Transportation Center (GTC), will enhance the comfort and feeling of security necessary to the riding public.

The purchase of a forklift and mobile lifts increases efficiencies by allowing the maintenance staff to service vehicles in the facilities or on a road call, and the wireless portion allows the data to be captured immediately and stored in the fleet maintenance software. Transit obtaining these lifts will enable us to utilize our own equipment vs. borrowing the equipment from Central Garage. These will be purchased jointly with Moorhead, Fargo’s cost share is \$30,000. Purchase of this equipment vastly increases our efficiency and ability to keep operations moving vs. waiting for a forklift or lift to become available from Central Garage.

We currently have 78 bus shelters throughout Fargo for fixed route passengers, approximately 75% of these existing shelters are at least 20 years (or more) old and are either marginal (asset condition 2) or poor (asset condition 1). We would like to update the oldest/most degraded shelters with new ones to include solar lighting for security and visibility. The shelters are old and difficult to keep presentable; purchasing 10 at a time to replace older shelters with upgrades that offer more visibility with solar lighting, better security when lit at night and represent the transit system in a more modern, updated light for passengers.

## Grants available through the Federal Transit Administration (FTA)

### 2018 5307 – Annual Apportionment for Capital and Operating FTA Awarded \$2,454,435

PROGRAM OF PROJECTS DESCRIPTIONS	LOCAL SHARE	FEDERAL SHARE	PROJECT TOTALS
<b>I. CAPITAL PROJECTS</b>			
A. 20%/80% Funding			
1. Maintenance Cost Funded as Capital	200,709	802,838	1,003,547
2. 10% of ADA Costs Funded as Capital	49,089	196,542	245,443
<b>II. PLANNING ASSISTANCE</b>			
A. 20%/80% Funding			
1. Transit Planning	5,000	20,000	25,000
<b>III. OPERATING ASSISTANCE</b>			
A. Maximum Federal Funding			
1. Eligible net operating expenses of the Fargo Transit System for the period of January 1, 2018 through December 31, 2018 (50% Federal Funding Level)	1,422,783	1,422,783	2,845,566
2. 1% Security	12,272	12,272	24,544
<b>Section 5307 Program of Project Totals</b>	<b>\$1,689,853</b>	<b>\$2,454,435</b>	<b>\$4,144,100</b>

\*\*\*\*\*

### 5310 - \$84.45 million (\$55M annually plus \$29M) through 2020

#### **Low or No Emission Program**

The Federal Transit Administration (FTA) announced the availability of \$84.45 million of Fiscal Year 2018 funds for the purchase or lease of low or no emission vehicles as well as related equipment or facilities. There is funding of \$55M allocated annually through 2020, however an additional \$29M was allocated for FY18.

**Summary:** The main purpose of the Low-No Program is to support the transition of the nation’s transit fleet to the lowest polluting and most energy efficient transit vehicles. The Low-No Program provides funding to state and local governmental authorities for the purchase or lease of zero-emission and low-emission transit buses, including acquisition, construction, and leasing of required supporting facilities.

#### **Application Due Date: June 18, 2018**

The City of Fargo Transit Department would like to apply for \$17.5M (MTG and vehicles) to construct/expand the Transit facilities and purchase replacement zero/low-emission transit buses as they come due (federal share \$14M, local share \$3.5M).



**Examples of FY17 Awards:**

MD	Montgomery County, Maryland	Montgomery County, Maryland will receive funds to purchase Proterra 35' E2 battery electric buses, as well as depot chargers, to replace diesel buses. The buses would be Montgomery County's first zero-emission buses and would be a component of green and sustainable initiatives underway in the county.	\$1,750,000
MI	Mass Transportation Authority	The Mass Transportation Authority will receive funds to purchase and deploy electric buses as replacement buses for buses that have met and exceeded their useful life, as well as charging stations to provide the necessary infrastructure to support the fleet of electric vehicles.	\$500,000
MN	Metropolitan Council / Metro Transit	Metro Transit will receive funds to replace diesel buses with battery electric buses as well as the needed charging equipment. The buses will be used on the new C Line, which is a rapid bus line.	\$1,750,000

**5339 - \$1.5 Billion (replaces TIGER)**

WASHINGTON – The U.S. Department of Transportation (DOT) published a Notice of Funding Opportunity (NOFO) to apply for \$1.5 billion in discretionary grant funding through the Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grants program.

BUILD Transportation grants replace the pre-existing Transportation Investment Generating Economic Recovery (TIGER) grant program. As the Administration looks to enhance America’s infrastructure, FY 2018 BUILD Transportation grants are for investments in surface transportation infrastructure and are to be awarded on a competitive basis for projects that will have a significant local or regional impact. BUILD funding can support roads, bridges, transit, rail, ports or intermodal transportation.

“BUILD Transportation grants will help communities revitalize their surface transportation systems while also increasing support for rural areas to ensure that every region of our country benefits,” said Secretary Elaine L. Chao.

Projects for BUILD will be evaluated based on merit criteria that include safety, economic competitiveness, quality of life, environmental protection, state of good repair, innovation, partnership, and additional non-Federal revenue for future transportation infrastructure investments.

To reflect the Administration’s Infrastructure Initiative, DOT intends to award a greater share of BUILD Transportation grant funding to projects located in rural areas that align well with the selection criteria than to such projects in urban areas. The notice highlights rural needs in several of the evaluation criteria, including support for rural broadband deployment where it is part of an eligible transportation project.

The Consolidated Appropriations Act of 2018 made available \$1.5 billion for National Infrastructure Investments, otherwise known as BUILD Transportation Discretionary grants, through September 30, 2020; the minimum grant award is \$5M. For this round of BUILD Transportation grants, the maximum grant award is \$25 million, and no more than \$150 million can be awarded to a single State, as specified in the FY 2018 Appropriations Act. At least 30 percent of funds must be awarded to projects located in rural areas.

**Application Due Date: July 18, 2018**

The City of Fargo Transit Department would like to apply for \$18.5M (MTG, vehicles, West Acres) to construct/expand the Transit facilities and purchase replacement zero/low-emission transit buses as they come due (total federal share \$14.8M, local share \$3.7M).

**Volkswagon Settlement**

In 2016 the Environmental Protection Agency filed a complaint against Volkswagen alleging that they violated the Clean Air Act. During normal operation and use, Volkswagen vehicles emitted levels of nitrogen oxides (NOx) significantly in excess of EPA’s compliance levels.

Volkswagen was found guilty and agreed to spend up to \$14.7 billion to settle allegations of cheating emissions. Settlement funds will be used to buy back and / or modify vehicles, and to support national- and state-level projects to reduce NOx emissions.

State	2.0L & 3.0L Allocations	State	2.0L & 3.0L Allocations	State	2.0L & 3.0L Allocations
Alabama	\$ 26,157,142.11	Kentucky	\$ 20,687,108.06	North Dakota	\$ 8,145,351.50
Alaska	\$ 8,145,351.50	Louisiana	\$ 19,559,696.46	Ohio	\$ 77,564,724.95
Arizona	\$ 57,575,538.35	Maine	\$ 21,999,439.03	Oklahoma	\$ 20,728,864.04
Arkansas	\$ 15,151,457.46	Maryland	\$ 77,159,095.37	Oregon	\$ 74,110,908.46
California	\$ 414,088,139.36	Massachusetts	\$ 75,017,609.85	Pennsylvania	\$ 120,269,167.45
Colorado	\$ 66,582,900.85	Michigan	\$ 65,521,105.80	Rhode Island	\$ 14,656,350.78
Connecticut	\$ 56,078,288.02	Minnesota	\$ 47,393,043.12	South Carolina	\$ 34,359,210.61
Delaware	\$ 9,830,551.92	Mississippi	\$ 10,045,296.99	South Dakota	\$ 8,145,351.50
District of Columbia	\$ 8,145,351.50	Missouri	\$ 42,447,941.45	Tennessee	\$ 46,056,851.60
Florida	\$ 165,490,899.34	Montana	\$ 12,598,377.23	Texas	\$ 208,457,808.04
Georgia	\$ 63,105,223.81	Nebraska	\$ 12,520,830.40	Utah	\$ 35,140,644.06
Hawaii	\$ 8,145,351.50	Nevada	\$ 24,170,750.25	Vermont	\$ 19,333,021.11
Idaho	\$ 17,644,886.29	New Hampshire	\$ 32,086,492.00	Virginia	\$ 95,126,099.26
Illinois	\$ 106,107,923.35	New Jersey	\$ 70,949,383.87	Washington	\$ 112,902,218.65
Indiana	\$ 42,268,987.23	New Mexico	\$ 18,354,738.03	West Virginia	\$ 12,496,969.84
Iowa	\$ 21,915,927.05	New York	\$ 127,504,883.16	Wisconsin	\$ 69,022,643.42
Kansas	\$ 16,064,123.99	North Carolina	\$ 94,678,713.71	Wyoming	\$ 8,145,351.50
				<b>Total</b>	<b>\$ 2,839,854,085.16</b>

On October 25, 2016, a Partial Settlement and Consent Decree was finalized between the US Department of Justice and the Volkswagen Corporation (VW) regarding the installation and use of emissions testing defeat devices in over 500,000 vehicles sold and operated in the United States beginning in 2009. These devices violated the federal Clean Air Act and increased air emissions of the pollutant nitrogen oxide (NO<sub>x</sub>).

An environmental mitigation trust (trust) has been established as part of the consent decree to provide funds to the states to mitigate the negative air quality impacts of the violations. With the addition of the 3.0 liter vehicle settlement funds, North Dakota's share of the trust will be up to \$8.1 million dollars. The trust establishes a process for states to receive the funds and develop environmental mitigation plans. The trust also identifies the mitigation "actions" or projects eligible for funding.

The Governor's Office has appointed the North Dakota Department of Health (NDDoH) to develop and implement the environmental mitigation plan for North Dakota. The plan will be based on actions that reduce emissions of NO<sub>x</sub> and provide the greatest air quality benefit for the public.

<http://www.ndhealth.gov/aq/vw.aspx>

Questions may be addressed to the North Dakota Department of Health at 701.328.5188, or email Keith Hinnenkamp ([khinnenk@nd.gov](mailto:khinnenk@nd.gov)).

Transit submitted a letter of interest in the funding during the comment period. Currently, the process has not moved beyond the Health Department accepting comments. However, when the funding becomes available, the Transit Department would like to apply for \$4.5M low or no-emission buses and/or bus facilities.

**Requested motion: approve the Transit Department to apply for the grants outlined above.**

Thank you,



Julie Bommelman  
Transit Director  
City of Fargo



REPORT OF ACTION

18

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-14-13 (5962) Type: Contract Amendment #5

Location: Oak Creek, Copperfield Court Date of Hearing: 6/11/2018

<u>Routing</u>	<u>Date</u>
City Commission	<u>6/18/2018</u>
PWPEC File	<u>X</u>
Project File	<u>Jody Bertrand</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Jody Bertrand, related to a Contract Amendment submitted by Houston Engineering in the amount of \$292,200 bringing the total contract amount to \$992,781.20. This amendment is being proposed to complete the levee and required lift station with the necessary storm sewer to connect the existing levee in Oak Creek. This includes the cost for the design, construction administration, inspection, geotechnical evaluation and survey of this project as well as project closeout.

Staff is recommending approval.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Contract Amendment #5.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Contract Amendment #5 to Houston Engineering in the amount of \$292,200.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax (460)

Developer meets City policy for payment of delinquent specials  
Agreement for payment of specials required of developer  
50% escrow deposit required

Yes	No
<u>        </u>	<u>        </u>
<u>N/A</u>	<u>        </u>
<u>        </u>	<u>        </u>
<u>N/A</u>	<u>        </u>
<u>        </u>	<u>        </u>
<u>N/A</u>	<u>        </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

Present	Yes	No	Unanimous
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	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:** Jody Bertrand, Division Engineer 

**Date:** 6/11/2018

**Re:** Project No. 5962 (FM-14-13) – Oak Creek and Copperfield Court Additions (Final Phase)  
Contract Amendment #5 Request

---

Enclosed is a copy of the proposed Contract Amendment #5 from Houston Engineering for the flood mitigation project within the Oak Creek and Copperfield Court Additions. This fifth contract amendment is being proposed to complete the levee and required lift station with the necessary storm sewer to connect the existing levee in Oak Creek and continue to 40<sup>th</sup> Avenue South. This amendment includes the cost for the design, construction administration, inspection, geotechnical evaluation and survey of this project as well as project closeout.

This project will be a third and final phase for the design and construction of a project within the Oak Creek and Copperfield Court Additions. Since very recently, there were five remaining homes to be acquired. Three of them have since been purchased by the City, with only two remaining, each with a new purchase offer extended to the owners. The one property in Oak Creek is presently in the eminent domain process with judicial proceedings to commence at the end of June.

The following are brief descriptions of the previous contract amendments:

- Amendment #1 – Additional services provided by Houston Engineering for development of the conceptual options for this project reach as well as design of the Oak Creek and Copperfield reaches.
- Amendment #2 – Geotechnical investigation within the Coulee's Crossing Addition.
- Amendment #3 – Geotechnical investigation on three properties within the Oak Creek and Copperfield Court Additions.
- Amendment #4 – Design and inspection of Phase 2 of Oak Creek and for a portion of Coulee's Crossing.

Attached is the Houston Engineering memo detailing the design and construction management costs for Phase 3 engineering work for this project area.

Recommend Motion:

Approve Contract Amendment #5 submitted by Houston Engineering in the amount of \$292,200.00.

JRB/jmg  
Enclosure

Fargo Corporate Office P 701.237.5065 F 701.237.5101

1401 21st Avenue North Fargo ND 58102



PROFESSIONAL SERVICES

PROPOSAL AND AGREEMENT – AMENDMENT NO. 5

**Project:** Drain 27 40th Avenue South to 25th Street South Stability Analysis and Flood Risk Management Study - Proj. 5962 (Coulee’s Crossing, Oakcreek and Copperfield Court) Scope of Work and Cost Estimate  
HE Project No. 10\_6059\_029

**Client:** City of Fargo  
200 North 3<sup>rd</sup> Street  
Fargo, ND 58102  
Phone (701) 241-1545  
Attn: Jody Bertrand

**Location of Project:** City of Fargo, Cass County, North Dakota

**Description of Work:** This contract amendment is to provide additional services, as requested by city staff, to assist with the design of permanent flood protection and evaluation of channel slope stability for the Oakcreek/Copperfield Court Area along Drain 27 between 25<sup>th</sup> Street and 40<sup>th</sup> Avenue S.

Specifically, this contract amendment is for additional engineering design (survey, design, geotech, landscape) and construction inspection services (observation, material testing, and closeout) for Phase 3 along Oakcreek. The tasks included in this amendment are detailed below.

Houston Engineering, Inc. (with assistance from Braun Intertec, Inc.) is pleased to provide this proposal to perform the work as outlined below and detailed in Attachment 1. Tasks will be performed in accordance with our current hourly rates (Attachment 2).

Bismarck P 701.323.0200 F 701.323.0300  
Maple Grove P 763.493.4522 F 763.493.5572

Minot P 701.852.7931 F 701.858.5655  
Thief River Falls P 218.681.2951 F 218.681.2987



Page 2

Task	Cost
1) Project Administration (Design and Construction of Phase 3)	\$25,000
2) Design and Plan Preparation	\$89,700
3) Geotechnical Investigation (Braun-Phase 3 Geotechnical Summary/Evaluation and Report)	\$10,500
4) Public Outreach/Meeting	\$2,800
5) Construction Administration	\$121,000
6) Material Testing Phase 3 Construction and Coordination	\$22,000
7) Project Closeout - Phase 3	\$21,200
<b>Total Not to Exceed Proposal =</b>	<b>\$292,200</b>

#### Basis of Proposal

- Phase 3 construction observation assumed to be limited to 20 weeks.
- Includes one public meeting following design of Phase 3
- Preliminary design 30% and 95% submittals for City Review.

**Fee:** The total estimated fee for the above described tasks is \$292,200 as summarized below. This includes an estimated \$26,000 in Geotechnical Analysis/Material Evaluation to be provided by Braun Intertec. and approximately \$15,000 for electrical services by an electrical subconsultant. Additional work required beyond the scope listed below will be billed at our current hourly rates.

**Conditions:** Services will be invoiced monthly and are due and payable upon receipt.

Limitation of Liability: Houston Engineering, Inc. agrees to indemnify and save the client harmless from any loss, cost, or expense including attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Houston Engineering, Inc. or its employees in connection with Houston Engineering, Inc.'s services. The client agrees to indemnify and save Houston Engineering, Inc. harmless from any loss, cost, or expense, including attorney fees, claimed by third parties for property damage or bodily injury including death, caused by the negligence of the client or its employees in connection with the operations of the client. If the negligence of both Houston Engineering, Inc. and the client (or a person identified above for whom each is liable) is the cause of such damage or injury, the loss, cost, or expense shall be shared between Houston Engineering, Inc. and the client in proportion to their relative degrees of negligence and the right of indemnity shall apply for such proportion. Neither party hereto shall be liable to the other for incidental, special or indirect damages nor shall Houston Engineering, Inc. be liable for any cost or expense that provides betterment, upgrade or enhancement of the project.



Page 3

Houston Engineering, Inc. hereby proposes, and the client hereby authorizes, the above described services to be performed by Houston Engineering, Inc. under the terms and conditions set forth.

Authorization:

Proposal: Houston Engineering, Inc.

Client: City of Fargo

Signature: \_\_\_\_\_

Timothy J. Mahoney

Title: \_\_\_\_\_

Mayor

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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



## ATTACHMENT 1 – TASKS INCLUDED IN SCOPE

Project FM-14-11 - Coulee's Crossing/Oakcreek - Phase 3 Construction and Design  
Cost Estimate  
6/15/2018

Notes	Task Cost	PM		Eng/General Design		Structural		Hydraulics/STS		Permit Easement		Survey		Inspection		CADD		Clerical		Mileage
		\$196	\$178	\$130	\$146	\$163	\$130	\$178	\$147	\$25	\$100	\$89	\$104	\$74	\$0.75					
1) Project Administration (Energy and Compliance) per Hour																				
a. Establish and Implement ongoing strategies	\$356	2																		
b. Coordinate with City to discuss work	\$356	2																		
c. Meet with City Staff to discuss project status (2 review meetings)	\$1,424	8																		
d. Coordinate work to be completed, time schedule, cost allowance and deliverables	\$1,816	2	8																	
e. Refine scope of work with Changes	\$1,104	2	4																	
f. Technical direction and coordination	\$6,480	4	32																	
g. Coordinate input-output	\$1,816	2	8																	
h. Monitor budget schedule	\$4,344	4	20																	
i. Review products	\$7,264	8	32																	
<b>Total Hours</b>		<b>22</b>	<b>116</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Costs</b>	<b>\$4,960</b>	<b>\$4,312</b>	<b>\$20,648</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
2) Design and Plan Preparation (Phase 3)																				
Design and Plan Preparation (Phase 3)																				
Full topographic survey of above and below ground facilities	\$4,230		2	4																
Complete hydraulics design - assumed to be channel impact review - Backwater	\$2,404		4						4	8										24
Complete hydraulics design - STS connections and Lift Station	\$10,656		2	4					20	50										
Complete preliminary design of preferred alternative and cost estimate (30%) - Only one option included	\$3,120		4	8					4											
Meeting - Present preliminary plans and estimate to city for review	\$1,296		4						4											
Electrical Design	\$15,000		20	50	4	20							50			4				40
Final Design and Plan Set Development (95%)	\$19,260		28	10	2	8														
Create Design Document - Summary of recommendations and preferred plan.	\$6,872		8	16	24	4	20													
Final Plan Set and Bid Package based on 95% Review	\$13,884		2																	
Comments	\$356		2																	
PWPEC Meeting - Present preferred plan	\$356		2																	
Commission Meeting - Present preferred plan	\$2,880		4																	
Prepare NW Drawings - Easement Drawings	50																			
Prepare Permits																				
NDSWC	\$876		2																	
City of Fargo - Floodplain Development	\$1,136		2																	
NDDP Stormwater	\$1,752		4																	
Utility Relocation/Adjustment	\$898		1	4																
Prepare Utility Plans	\$972		4	2																
Contact Utility Owners	\$972		4	2																
Coordinate utility work with City	\$972		4	2																
<b>Total Hours</b>		<b>12</b>	<b>105</b>	<b>108</b>	<b>10</b>	<b>55</b>	<b>10</b>	<b>30</b>	<b>60</b>	<b>16</b>	<b>10</b>	<b>8</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>106</b>	<b>6</b>	<b>64</b>	
<b>Total Costs</b>	<b>\$69,660</b>	<b>\$2,352</b>	<b>\$18,690</b>	<b>\$14,040</b>	<b>\$1,960</b>	<b>\$6,176</b>	<b>\$4,890</b>	<b>\$7,800</b>	<b>\$2,060</b>	<b>\$1,780</b>	<b>\$1,176</b>	<b>\$200</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$11,024</b>	<b>\$444</b>	<b>\$48</b>	<b>\$48</b>	





**ATTACHMENT 2 – CURRENT HEI HOURLY RATES**



## 2018 FEE SCHEDULE

The following is a schedule of hourly rates and charges for engineering and surveying services offered by Houston Engineering, Inc.

Category	2018 Rates
Engineer I	\$117
Engineer II	130
Engineer III	146
Project Engineer	163
Project Manager	178
Sr Project Manager	196
Scientist I	\$117
Scientist II	130
Scientist III	147
Project Mgr – Environmental	172
Sr Project Mgr – Environmental	196
Construction Engineer	\$135
Sr Construction Engineer	160
Land Surveyor I	\$117
Land Surveyor II	135
Land Surveyor III	148
Project Mgr – Land Surveying	160
Sr Project Manager – Land Surveying	178
Survey Crews:	
1-Person Crew (+ equipment)	\$142
2-Person Crew (+ equipment)	172
3-Person Crew (+ equipment)	215
4-Person Crew (+ equipment)	240
CAD Technician I	\$79
CAD Technician II	92
CAD Supervisor	104
Designer I	\$123
Designer II	132
Sr Designer	141
Engineering Specialist	150
Technician Intern (all areas)	\$79
Technician I	\$92
Technician II	104
Sr Technician	117
Right-of-Way Technician	\$106
Right-of-Way Specialist	178

Category	2018 Rates
GIS Analyst I	\$87
GIS Analyst II	102
GIS Analyst III	117
Sr GIS Analyst	135
Project Manager – GIS	147
Sr Project Manager – GIS	172
Software Engineer I	\$102
Software Engineer II	117
Software Engineer III	135
Sr Software Engineer	147
Computer Technician	\$141
Communications Specialist	\$79
Sr Communications Specialist	87
Administrative Assistant	\$74
Sr Administrative Assistant	79
Planner	\$129
Senior Planner	178
Legislative/Grant Specialist	\$166
Expert Witness	215
Drone Pilot	\$125
Drone Visual Observer	47

Chargeable Expenses	Rate
Subsistence	Actual Cost
Mileage-Vehicles:	
2-Wheel Drive	IRS Standard Rate
4-Wheel Drive	IRS Standard Rate + \$0.20/Mile
GPS Equipment	\$25/hour/unit
Robotic Total Station	\$40/hour
ATV/Snowmobile/Boat	\$15/hour
ATV with Tracks	\$30/hour
Hydrone RCV	\$50/hour
Small UAS	\$25/hour
Delivery, Postage, Printing	Actual Cost
Surveying Materials, Special Equipment, and other Materials required	Actual Cost
Subconsultants	Actual Cost + 10%



19

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. Type: SCADA Fund Reallocation

Location: Citywide (various) Date of Hearing: 6/11/2018

<u>Routing</u>	<u>Date</u>
City Commission	<u>6/18/2018</u>
PWPEC File	<u>X</u>
Project File	<u>Jody Bertrand</u>

The Committee reviewed a communication from Division Engineer, Jody Bertrand, regarding the reallocation of capital funds to SCADA for Storm Sewer Lift Station designs. Engineering is proposing to reallocate the existing 2018 capital funds slated for variable speed drives to make further improvements to the existing lift stations. The allocated budget amount is \$40,000 for 2018. As part of the reallocation, the Engineering Department would like to use the MSA system to hire a Consulting Engineering Firm to design the SCADA system for six additional lift stations.

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to approve the reallocation of Storm Sewer Capital Funds and allow Engineering to solicit Consultants through the use of the MSA.

RECOMMENDED MOTION

Concur with PWPEC recommendation and approve the reallocation of Storm Sewer Capital Funds and direct Engineering to solicit Consultants through the use of the MSA.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Storm Sewer Utility - Capital Budget

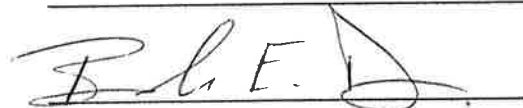
	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	<u>        </u>
Agreement for payment of specials required of developer	<u>N/A</u>	<u>        </u>
Letter of Credit required (per policy approved 5-28-13)	<u>N/A</u>	<u>        </u>

COMMITTEE

- 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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Brenda Derrig</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

  
 Brenda E. Derrig, P.E.  
 Division Engineer



## Memorandum

**To:** Members of PWPEC  
**From:** Jody Bertrand, Division Engineer *JMB*  
**Date:** June 11, 2018  
**Re:** Capital Funds Reallocation to SCADA for Storm Sewer Lift Stations Designs

---

**Background:**

During preliminary design evaluation, the use of variable speed drives as part of a rehabilitation project on lift station #69, it was determined that the variable speed drives would cause the existing pumps to not maintain pumping capability as the revolutions of the pumps were decreased (loss of suction).

Engineering is proposing to reallocate the existing 2018 capital funds slated for variable speed drives to make further improvements to the existing lift stations by designing the SCADA and electrical controls improvements for several additional lift stations. The allocated budget amount is \$40,000 for 2018.

Currently, the City has several storm sewer lift stations with SCADA functionality. These lift stations are critical lift stations and monitoring water levels is imperative and often requires action by Street Department personnel if water levels exceed a certain level. These lift stations operate using a radio unit to send information to the Wastewater Plant where the data is monitored by Wastewater personnel. The Engineering Department has compiled a list of 6 additional storm sewer lift stations where we would like to be able to remotely view the status of the pumps, water levels in the lift stations, alarms that may have been tripped, etc. Remote operation of the lift station and its components is not desired and will not be included with the SCADA implementation. Each of these six lift stations have been identified for rehabilitation in the next year or two. As part of the reallocation, the Engineering Department would like to use the MSA system to hire a Consulting Engineering Firm to design the SCADA system for the six identified lift stations and make the electrical design compatible with these upgrades.

Quotes will be solicited from AE2S, Apex, HDR, KLJ and SEH, as they are selected Consultants in our MSA system.

The items for evaluation will include the following:

- Identifying upgrades needed to facilitate remote monitoring (adding PLC's to non PLC lift station control panels)
- Software evaluation of radio antenna required placement and height (wave lengths)
- Electrical design for compatibility
- Preparing cost estimates for SCADA and electrical components for future City designed and inspected lift station repair projects
- Detailed design for upgrading various components inside the lift station control panels and signed design plan and specifications documents



**Recommended Motion:**

Approve the reallocation of Storm Sewer Capital Funds from variable speed starters for existing lift station pumps to SCADA improvements for up-coming lift station repair projects and allow solicitation of Consultants for MSA work.

The 2018 Storm Sewer Utility Capital Improvements has a budget of \$40,000 for variable speed drives, which will be transferred for the proposed SCADA and electrical design.

JRB/jmg

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

20

Project No. SN-18-C1 Type: Project Creation, CIP Revision & Task Order

Location: City Hall and City Centre Lofts Date of Hearing: 4/30/2018

Routing Date
City Commission 6/18/2018
PWPEC File X
Project File Nathan Boerboom

The Committee reviewed a communication from Division Engineer, Nathan Boerboom, regarding a recommendation to create and add a project to the 2018 CIP. The proposed project being contemplated is a sidewalk connection between the new City Hall building and City Centre Lofts parking areas.

Both of these structures are nearing completion and expected to be put into service this summer. The City has entered into an agreement with the City Centre Lofts property owner to provide parking for City employees, which is why this project is being proposed.

Staff is recommending the revision of the 2018 CIP to include Project #SN-18-C1 and the approval of Task Order #15 with Houston Engineering for the completion of the design and bidding documents for this project.

On a motion by Ben Dow, seconded by Mark Bittner, the Committee voted to approve the revision of the 2018 CIP to include Project #SN-18-C1 and the approval of Task Order #15 with Houston Engineering.

RECOMMENDED MOTION

Concur with PWPEC recommendation approve the revision of the 2018 CIP to include Project #SN-18-C1.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: City Hall Construction Funds
Yes No
Developer meets City policy for payment of delinquent specials N/A
Agreement for payment of specials required of developer N/A
Letter of Credit required (per policy approved 5-28-13) N/A

COMMITTEE

Table with 4 columns: Present, Yes, No, Unanimous. Rows list committee members: Tim Mahoney, Nicole Crutchfield, Steve Dirksen, Mark Bittner, Bruce Grubb, Ben Dow, Steve Sprague, City Engineer, Kent Costin.

ATTEST:

C: Kristi Olson

Signature of Brenda E. Derrig, P.E.
Brenda E. Derrig, P.E.
Division Engineer



## Memorandum

**To:** PWPEC  
**From:** Nathan Boerboom, Division Engineer *NAB*  
**Date:** 4/26/2018  
**Re:** Sidewalk connection between City Hall and City Centre Lofts  
Project #SN-18-C1

---

Construction of the new City Hall building and City Centre Lofts parking areas are nearing completion and both are expected to be put into service this upcoming summer. The City has entered into an agreement with the City Centre Loft property owner to provide parking for City employees. However, neither project included the construction of a sidewalk connection between the two structures. In addition to the sidewalk, this connection will also require the construction of a retaining wall, storm sewer culvert and associated railings.

Since Houston Engineering completed the civil site design for both of the adjacent structures, they are able to efficiently and cost effectively complete the design of this connection. Staff requested a quote from Houston Engineering to complete the design and prepare a set of bidding documents for the previously mentioned work. Houston Engineering provided a not to exceed quote of \$25,000 for the preparation of these bidding documents. We anticipate that City staff availability will allow for us to complete the construction administration, inspection and survey of this project, but will need to fully evaluate staff availability at the time of bidding.

Attached with this memorandum is the quote received from Houston Engineering as well as the proposed Task Order to be issued to them under the City's MSA with Houston Engineering.

Funding source for these engineering services have been identified as the City Hall construction project.

Recommended Motion

Approve the creation of Project #SN-18-C1, as well as amending the 2018 Capital Improvement Plan for the inclusion of this project.



April 25, 2018

VIA Email: (NBoerboom@FargoND.com)

Subject: City of Fargo City Hall Retaining Wall/Sidewalk Design

Dear Nathan:

Thank you for the opportunity to submit a quote for the City of Fargo City Hall Retaining Wall/Sidewalk Design Project. This project is located in the area between the City Hall Parking Lot on the north side of City Hall and the southside of the City Centre Lofts Building currently under construction. Houston has completed the site design for both the Fargo City Hall project and the City Centre Lofts Building and is excited to connect the two buildings together.

The proposed Scope of Work will be to deliver to the City of Fargo bidding documents for the construction of modular block retaining walls with a sidewalk and railings to connect the City Centre Loft Building to the City Hall Building. This would also include grading in between the buildings, a pipe running in between the two retaining walls to ensure proper drainage of the contributing drainage area, and a east-west running sidewalk to connect the existing 3<sup>rd</sup> Avenue North sidewalk to the existing 2<sup>nd</sup> Street North sidewalk.

We are excited for this opportunity to continue to deliver exceptional work for you. HEI will complete the effort for a not-to-exceed cost of **\$25,000.00**.

Sincerely,

HOUSTON ENGINEERING, INC.

A handwritten signature in black ink, appearing to read 'Randy Engelstad', is written over a horizontal line.

Randy Engelstad, PE  
Direct: 701.499.2087  
rengelstad@houstoneng.com

In accordance with paragraph 1.1 of the Task Order Agreement between Owner and Engineer for Master Professional Services, dated February 29, 2016 ("Agreement"), Owner and Engineer agree as follows:

**1. Specific Project Data**

- A. Project Title: Project SN-18-C1 New Sidewalk Construction & Incidentals
- B. Description: This Task Order is for the design and preparation of bidding documents for a new sidewalk connection between City Hall and City Centre Lofts and 3<sup>rd</sup> Avenue N to 2<sup>nd</sup> Street N.

**2. Services of Engineer**

Services to be completed by the Engineer are as specified in the proposal submitted by Houston dated April 25, 2018. Proposal is attachment A of this Task Order.

**3. Owner's Responsibilities**

Owner shall have those responsibilities set forth in Master Services Agreement dated February 29, 2016.

**4. Times for Rendering Services**

Phase	Completion Date
Design & Bidding Documents	June 8, 2018

**5. Payments to Engineer**

A. Owner shall pay Engineer for services rendered as follows:

Phase	Compensation Method	Lump Sum, or Estimate of Compensation for Services
Design & Bidding Documents	Hourly Not to Exceed	\$25,000
		Total Services = \$25,000

B. The terms of payment are set forth in Article 3 of the Master Services Agreement.

**6. Attachments**

- Attachment A – Proposal submitted by Houston dated April 25, 2018.
- Attachment C – PWPEC ROA dated April 30, 2018 <<Note: PWPEC ROA required if Task Order is greater than \$15,000, but less than \$150,000. Task Orders greater than \$150,000 require a Commission ROA and the Mayor's signature on the Task Order instead of the City Engineer>>

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement, which is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is May 9, 2018.

Owner:

Engineer:

By:

Mark Bittner

By:

Randy Engelstad

Name:

Mark Bittner

Name:

Randy Engelstad

Title:

City Engineer

Title:

Civil Engineer

Designated Representative for Task Order:

Designated Representative for Task Order:

Name:

Nathan Boerboom

Name:

Randy Engelstad

Title:

Division Engineer

Title:

Civil Engineer

Approval Requirements

\$15,000 or less – City Engineer

\$15,001 - \$150,000 – PWPEC

Over \$150,000 – PWPEC & Commission

COVER SHEET  
CITY OF FARGO PROJECTS

(21)

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Improvement District as it will appear in the Contract:

New Sidewalk Construction & Incidentals

Project No. SN-18-C

Call For Bids June 18, 2018

Advertise Dates June 20 (Block Ad), 25 & July 2, 2018

Bid Opening Date July 11, 2018

Substantial Completion Date October 5, 2018

Final Completion Date November 5, 2018

- X PWPEC Report (Attach Copy)
- X Engineer's Report (Attach Copy)
- X Direct City Auditor to Advertise for Bids
- X Bid Quantities (Attach Copy for Auditor's Office Only)
- N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Nathan Boerboom

Phone No. 241-1545

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

- N/A Create District (Attach Copy of Legal Description)
- X Order Plans & Specifications
- X 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)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. SN-18-C1 Type: Project Creation, CIP Revision & Task Order  
 Location: City Hall and City Centre Lofts Date of Hearing: 4/30/2018

Routing Date  
 City Commission 6/18/2018  
 PWPEC File X  
 Project File Nathan Boerboom

The Committee reviewed a communication from Division Engineer, Nathan Boerboom, regarding a recommendation to create and add a project to the 2018 CIP. The proposed project being contemplated is a sidewalk connection between the new City Hall building and City Centre Lofts parking areas.

Both of these structures are nearing completion and expected to be put into service this summer. The City has entered into an agreement with the City Centre Lofts property owner to provide parking for City employees, which is why this project is being proposed.

Staff is recommending the revision of the 2018 CIP to include Project #SN-18-C1 and the approval of Task Order #15 with Houston Engineering for the completion of the design and bidding documents for this project.

On a motion by Ben Dow, seconded by Mark Bittner, the Committee voted to approve the revision of the 2018 CIP to include Project #SN-18-C1 and the approval of Task Order #15 with Houston Engineering.

RECOMMENDED MOTION

Concur with PWPEC recommendation approve the revision of the 2018 CIP to include Project #SN-18-C1.


PROJECT FINANCING INFORMATION:

Recommended source of funding for project: City Hall Construction Funds

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

COMMITTEE

	Present	Yes	No	Unanimous
				<input checked="" type="checkbox"/>
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"/>	Mark Williams
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
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"/>	

  
 Brenda E. Derrig, P.E.  
 Division Engineer

ATTEST:

C: Kristi Olson



ENGINEER'S REPORT  
NEW SIDEWALK CONSTRUCTION & INCIDENTALS  
PROJECT NO. SN-18-C

**Nature & Scope**

Construct a new sidewalk, adjacent to the new City Hall building, along 2<sup>nd</sup> Street North and between the new City Hall building and the City Centre Loft property.

**Purpose**

The purpose of this project is to connect the existing sidewalk on 3<sup>rd</sup> Avenue North to 2<sup>nd</sup> Street North, as well as complete the sidewalk along 2<sup>nd</sup> Street North so that it has full connectivity along 2<sup>nd</sup> Street. This project will also provide a sidewalk connection between the new City Hall building and the City Centre Loft property.

**Feasibility**

The estimated construction cost of this project is \$312,130.00 the funding source for follows:

**Estimated Construction Cost:**

Construction Costs:	\$ 312,130.00
7% Engineering Fees:	\$ 21,849.10
3% Legal:	\$ 9,636.90
4% Interest:	\$ 12,485.20
Outside Engineering Fees:	<u>\$ 25,000.00</u>
<b>Total:</b>	<b>\$ 380,828.20</b>

**Funding:**

Infrastructure Sales Tax (Fund 420)	\$ 380,828.20
-------------------------------------	---------------

We believe this project to be cost effective.



  
Nathan Boerboom, PE  
Division Engineer

June 6, 2018

24

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

**Re: Cass Rural Water Users District  
Access Easement (Bike Trail)  
Project #FM-17-C1**

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Access Easement in association with Project #FM-17-C1. An agreement has been reached and at this time, we are requesting approval of the terms of the Access Easement. The Access Easement has been reviewed and the City Engineer's office recommends approval.

RECOMMENDED MOTION: I/we hereby move to approve and accept the Access Easement from Cass Rural Water Users District in association with Project #FM-17-C1 and that the Mayor be instructed to execute the same on behalf of the City of Fargo.

Please return the signed original.

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: Roger Kluck  
Nancy J. Morris

**ACCESS EASEMENT**  
(Bike Trail)

THIS EASEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2018, by Cass Rural Water Users District, a North Dakota political subdivision, (the "District"); and the City of Fargo, a North Dakota municipal corporation (the "City").

**RECITALS**

A. The District owns the following real property:

Lot Two (2), Block One (1) of Cass Rural Water Addition to the City of Fargo, Cass County, North Dakota.

Said tract contains 0.20 Acres, more or less.

The property described above is the "District Property."

B. The City has requested permission to construct, operate, and maintain a bike trail on the District Property (the "Bike Trail").

C. The District has agreed to convey an easement to the City for purposes of the construction, operation, and maintenance of the Bike Trail, subject to the terms and conditions contained in this Easement.

In consideration of the mutual covenants contained in this Easement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

**AGREEMENT**

1. **The Easement.** The District grants and conveys to the City a non-exclusive permanent easement, including the easement rights described in this Easement, upon, over, across, and through the District Property.

*Cass Rural Water Users District  
City of Fargo  
Access Easement - Bike Trail*

2. **Easement Rights.** The City's easement rights are limited to access, ingress, and egress rights upon, over, and across the District Property for the City and the City's officers, agents, representatives, employees, and contractors, and other invitees, including the rights to construct, operate, inspect, maintain, alter, repair, replace, reconstruct, and remove the Bike Trail for the benefit of the City and, in the City's discretion, the public. The City may not use the District Property for any other purpose, and the City's use, access, ingress, and egress rights regarding the District Property and the Bike Trail will not disrupt or interfere with any of the District's facilities or other property. The City is solely responsible for the construction, operation, inspection, maintenance, alteration, repair, replacement, reconstruction, and removal of the Bike Trail, at the City's sole cost. The City's access under this Easement extends to the City and the City's officers, agents, representatives, employees, and contractors, and, at the City's discretion, other invitees, including the public's use of the Bike Trail.

3. **No Unreasonable Interference.** The District will not unreasonably interfere with the City's easement rights under this Easement. However, the District's operation of its public facilities on the District Property or the District's adjacent property may require and include temporary disruptions or interference with the Bike Trail. The District will use reasonable care to avoid any damages to the Bike Trail and related appurtenances; however, the District will not be liable or responsible for any inadvertent damages resulting from any construction, cleaning, inspection, reconstruction, modification, operation, maintenance, repair, or improvement of the District's public facilities, its officers, agents, representatives, employees, or contractors. In the event the expansion, reconstruction, improvement, or construction of any of the District's facilities requires modification of the Bike Trail, the District will provide reasonable advance notice to the City and the City will modify the Bike Trail.

4. **Improvements and Repairs to the District Property.** Any improvements or repairs to the District Property, including to the Bike Trail, are subject to the following:

a. Prior to the City's construction, reconstruction, or other improvements of the Bike Trail, the City must provide plans to the District, and the District must first give prior consent to the design of any construction or improvements; the District will not unreasonably withhold consent.

b. The City will construct, operate, inspect, maintain, alter, repair, replace, reconstruct, and remove the Bike Trail and related appurtenances at its sole cost.

c. The City will obtain the District's prior consent prior to commencing any structural repairs, modifications, or improvements to the Bike Trail on or adjacent to the District Property that require excavation; the District will not unreasonably withhold consent.

d. With the exception of the Bike Trail and related appurtenances, the City will not construct any improvements in, upon, under, over, or across any portion of the District Property; the City will not place any fixtures, equipment, or other personal property on any portion of the District Property; the City will not construct or install, or allow construction or installation of, any utility facilities, lines, structures, or associated appurtenances on, over, in, under, through, or across the District Property; the City will

*Cass Rural Water Users District  
City of Fargo  
Access Easement - Bike Trail*

not encumber any portion of the District Property; and the City will not otherwise alter any portion of the District Property without prior consent from the District; the District will not unreasonably withhold consent.

e. The City will repair the District Property and will repair or replace any of the District's structures, facilities, right of way, or any other property owned by the District damaged as a result of the City's construction, operation, inspection, maintenance, alteration, repair, replacement, reconstruction, or removal of the Bike Trail or otherwise damaged as a result of the City's use, access, ingress, and egress granted under this Easement; the City will otherwise repair and return the District Property as near as practicable to its original condition following any disturbance or damages, at the City's sole cost.

5. **Term.** The rights granted under this Easement are permanent and will only terminate if necessary to protect the integrity of the District's public facilities; as necessary to comply with any laws, rules, regulations, requirements, or directives of any applicable federal or state agency with regulatory jurisdiction; or in the event of any default by the City not remedied within a reasonable time. In the event of any termination, the District will record an Affidavit of Termination with the Cass County Recorder's Office, and the City will remove any improvements to the Bike Trail, at the City's sole cost.

6. **Indemnity.** To the extent permissible by law, the City will release, defend, indemnify, protect, and hold harmless the District and the District's officers, agents, representatives, employees, and contractors from and against any and all claims, actions, administrative proceedings, judgments, damages, penalties, fines, costs, liabilities, interests, or losses, including costs, expenses, and attorneys' fees, arising out of or as a result of the construction, inspection, maintenance, operation, alteration, repair, replacement, reconstruction, removal, or use of the District Property by the City or the City's officers, agents, representatives, employees, and contractors, and any of the City's invitees; any entry upon, use of, or access, ingress, and egress upon, over, or across the District Property by the City or the City's officers, agents, representatives, employees, and contractors, and any of the City's invitees; or any act, error, or omission of the City or the City's officers, agents, representatives, employees, and contractors, and any of the City's invitees, including any failure to perform under this Easement.

7. **Forbearance.** The failure or delay of either party to insist on the timely performance of any of the terms of this Easement, or the waiver of any particular breach of any of the terms of this Easement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

8. **Interpretation.** This Easement will be construed as if prepared by both parties.

9. **Severability.** If any court of competent jurisdiction finds any provision or part of this Easement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Easement, and all remaining terms and provisions of this Easement 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

*Cass Rural Water Users District  
City of Fargo  
Access Easement - Bike Trail*

that any provision or part of this Easement is invalid, illegal, or unenforceable.

10. **Entire Agreement.** This Easement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Easement, and this Easement supersedes all other previous oral or written agreements between the parties.

11. **Assignment.** Neither party may transfer or assign this Easement, or any rights or obligations under this Easement, without the express written consent of the other party.

12. **Binding Effect.** The covenants, terms, conditions, provisions, and undertakings in this Easement, or in any amendment, will be binding upon the parties' heirs, successors, and permitted assigns.

13. **Modifications.** Any modifications or amendments of this Easement must be in writing and signed by the District and the City, and must be recorded in the Cass County Recorder's Office.

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

[Signatures appear on the following pages.]

*Cass Rural Water Users District  
City of Fargo  
Access Easement - Bike Trail*

CASS RURAL WATER  
USERS DISTRICT

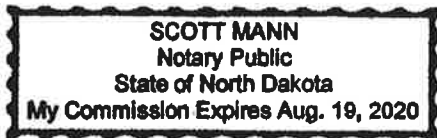
*Jerry Blomeke*  
Jerry Blomeke, Manager

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

On this 30<sup>th</sup> day of May, 2018, before me, a Notary Public in and for said County and State, personally appeared Jerry Blomeke, known to me to be the Manager of Cass Rural Water Users District and who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of Cass Rural Water Users District.

*Scott Mann*  
Notary Public, Cass County, ND

(SEAL)



*Cass Rural Water Users District  
City of Fargo  
Access Easement - Bike Trail*

CITY OF FARGO

By: \_\_\_\_\_  
Timothy Mahoney, Mayor

ATTEST:

\_\_\_\_\_  
Steven Sprague, City Auditor

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

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public in and for said County and State, personally appeared Timothy Mahoney and Steven Sprague, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, and who executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of the City of Fargo.

\_\_\_\_\_  
Notary Public, Cass County, ND  
My Commission Expires:

(SEAL)

The legal description contained in this document was obtained from a previously recorded document.



June 14, 2018

25

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

**Re: Western Area Power Administration  
Contract and Grant of Easement & License Agreement  
Project #FM-17-C1**

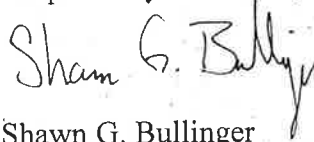
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Contract and Grant of Easement (in duplicate) along with a License Agreement (in duplicate), in association with Project #FM-17-C1. An agreement has been reached and at this time, we are requesting approval of the Contract and Grant of Easement along with the terms of the License Agreement. Both documents have been reviewed and the City Engineer's office recommends approval.

RECOMMENDED MOTION: I/we hereby move to approve and accept the Contract and Grant of Easement & the License Agreement with the UNITED STATES OF AMERICA, Department of Energy, Western Area Power Administration, in association with Project #FM-17-C1 and that the Mayor be instructed to execute the same on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: Roger Kluck  
Nancy J. Morris

UNITED STATES OF AMERICA  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

Fargo-Morris 230-kV Transmission Line  
NE1/4 of Section 12,  
Township 138 North, Range 49 West,  
Cass County, North Dakota  
Vicinity of Structures: 7/3 AND 7/4  
Between approx. Sta. 389+43 and 416+79

LICENSE AGREEMENT

**THIS LICENSE AGREEMENT**, made this 31st day of May, 2018, between **City of Fargo, whose address is 200 North 3<sup>rd</sup> Street, Fargo, North Dakota 58102, Ph. 701-241-1537, (LICENSEE)**, whether one or more, and the UNITED STATES OF AMERICA, Department of Energy, Western Area Power Administration, (Western), represented by the officer executing this agreement, pursuant to the Reclamation Act, Act of June 17, 1902, 32 Stat. 388, and acts amendatory thereof and supplementary thereto, and the Department of Energy Organization Act, Act of August 4, 1977, 91 Stat. 565.

WITNESSETH:

Western concurs that the levee, access road/bike/multi-use path, and storm water retention pond (FACILITY) proposed by the LICENSEE will not interfere with the operation and maintenance of Western's Fargo-Morris 230kV (transmission lines), if constructed in the manner and at the locations shown on Drawing/Exhibit(s), attached hereto and made a part hereof.

In consideration of Western's concurrence, the LICENSEE agrees to the following:

(a) This license does not grant any right, privilege, or interest in the land. The LICENSEE is responsible for obtaining any necessary land rights from the underlying landowner.

(b) This license is only valid provided the FACILITY is constructed, operated and maintained in conformance with the attached drawings and/or exhibits. Any relocations, changes, or upgrades require additional concurrence by Western. LICENSEE agrees to alter or relocate its FACILITY, at no cost to Western, to accommodate future modifications of Western's facilities, including but not limited to, upgrades of the transmission line.

(c) LICENSEE shall notify Western at least 10 days prior to commencing installation of the FACILITY to permit inspection by WESTERN; Contact Mr. Jerry Paulson at (701)-221-4531.

(d) To abide by and comply with all applicable Federal, State, and local laws and building and safety codes.

(e) To the extent provided by law, LICENSEE agrees to indemnify and hold harmless Western, its employees, or agents, from any loss or damage and from any liability on account of personal injury, death, or property damage

arising out of Licensee's, its agents, contractors, or subcontractors use of the land covered by this License Agreement.

(f) In recognition that Western may need to drive across these areas with a 30 ton crane or any other heavy equipment to perform maintenance, repair, or replacement of any of its transmission line towers, LICENSEE agrees it is LICENSEE's responsibility under the License Agreement to pay for and promptly repair any such damage caused by these activities.

(g) This agreement shall be binding on the successors or assigns of LICENSEE and Western; however, it shall not be assigned by LICENSEE without prior written consent of Western.

(h) The Licensee agrees to comply with all provisions and rules of the latest edition of the National Electric Safety Code applicable to the design and construction of the aforesaid FACILITY crossing.

(i) The Licensee agrees to maintain at least thirteen (13) feet of clearance based on maximum sag) from any of Westerns transmission line conductor(s) and at least 100 feet of clearance from any of Westerns transmission line structure(s), including placement of the FACILITY. In the event the Licensee's FACILITY restricts access along Western Area Power Administration's transmission line, the Licensee, its successor and/or assigns, shall (at their own expense) grant the Western Area Power Administration or its successor and/or assigns rights of ingress and egress over and across any property owned by the Licensee or its successor for access to the transmission line easement.

(j) Before allowing people or construction equipment capable of contacting or approaching transmission line conductors within less than **Thirteen (13) feet**, the Licensee or his authorized representative agrees to obtain from the Western Area Power Administration a "Special Work Permit" and to work under the limits and conditions of the safe working area defined therein.

(k) That all or any part of this License may be terminated by the North Dakota Maintenance manager for failure to comply with any or all of the terms or conditions of this license, or for abandonment. A rebuttable presumption of abandonment is raised by deliberate failure to the Licensee to use for any continuous 2-year period from the date of the license for the purpose for which it was granted or renewed. In the event of noncompliance or abandonment, the North Dakota Maintenance Manager will notify the Licensee in writing of his intention to suspend or terminate such grant 60 days from the date of the notice, stating the reasons therefore, unless prior to that time the Licensee completes such corrective actions as are specified in the notice.

(l) That the issuance of this License Agreement is conditional that the LICENSEE grant Western, and its successors and assigns, a separate perpetual no-cost access easement for access to Western's transmission line structures.

License No. UGP-LI-2018-004BS

LICENSEE  
City of Fargo

THE UNITED STATES OF AMERICA  
Western Area Power Administration

By: \_\_\_\_\_  
Timothy J. Mahoney

Title: Mayor

By: Derald T. Paulson  
Marc Kress  
Acting North Dakota Maintenance Manager  
P.O. Box 1173  
Bismarck, ND 58502-1173

ATTEST :

\_\_\_\_\_  
Steven Sprague, City Auditor

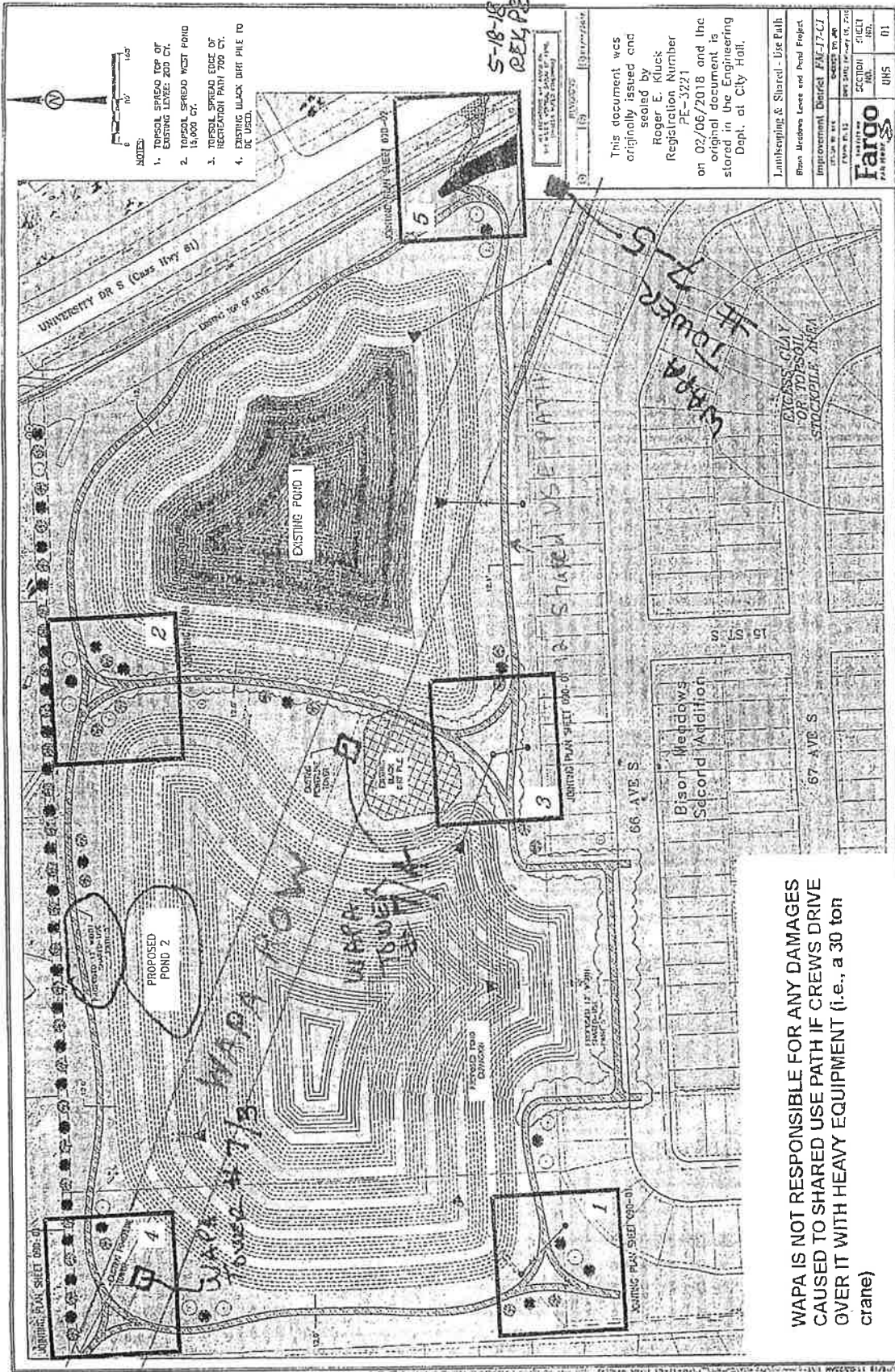


EXHIBIT "A"  
 PAGE 1 OF 2  
 LICENSE NO. UGP-LI-2018-004BS

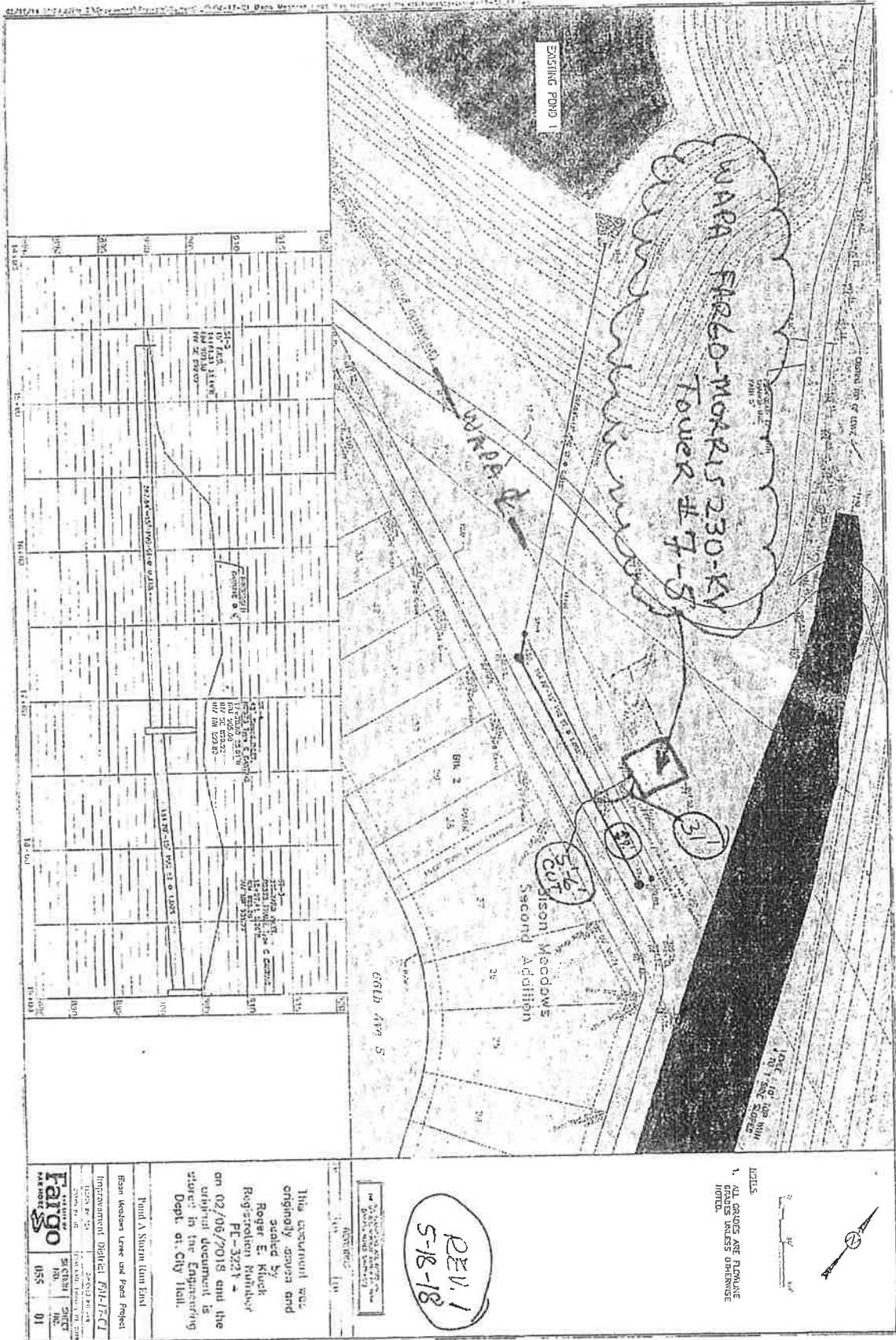


EXHIBIT "A"  
 PAGE 2 OF 2  
 LICENSE NO. UGP-LI-2018-004BS

This document was originally drawn and sealed by Roger E. Klueck Registered Surveyor FIC-3227 on 02/06/2018 and the original document is stored in the Engineering Dept. at City Hall.

Print A Storm Drain Easement

From: Jackson, Lewis and Pined Project

Improvement District: F1717-C1

DATE OF ISSUE	2018-05-18
DATE OF REVISION	
PROJECT NO.	18-0000
SHEET NO.	055
TOTAL SHEETS	01

**Fargo**  
 CITY OF FARGO  
 ENGINEERING DEPARTMENT

**UNITED STATES OF AMERICA  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION**

Fargo-Morris 230-kV Transmission Line  
NE1/4 of Section 12,  
Township 138 North, Range 49 West,  
Cass County, North Dakota  
Vicinity of Structures: 7/3 AND 7/4  
Between approx. Sta. 389+43 and 416+79

**LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT**, made this 31st day of May, 2018, between **City of Fargo, whose address is 200 North 3<sup>rd</sup> Street, Fargo, North Dakota 58102, Ph. 701-241-1537, (LICENSEE)**, whether one or more, and the UNITED STATES OF AMERICA, Department of Energy, Western Area Power Administration, (Western), represented by the officer executing this agreement, pursuant to the Reclamation Act, Act of June 17, 1902, 32 Stat. 388, and acts amendatory thereof and supplementary thereto, and the Department of Energy Organization Act, Act of August 4, 1977, 91 Stat. 565.

WITNESSETH:

Western concurs that the levee, access road/bike/multi-use path, and storm water retention pond (FACILITY) proposed by the LICENSEE will not interfere with the operation and maintenance of Western's Fargo-Morris 230kV (transmission lines), if constructed in the manner and at the locations shown on Drawing/Exhibit(s), attached hereto and made a part hereof.

In consideration of Western's concurrence, the LICENSEE agrees to the following:

- (a) This license does not grant any right, privilege, or interest in the land. The LICENSEE is responsible for obtaining any necessary land rights from the underlying landowner.
- (b) This license is only valid provided the FACILITY is constructed, operated and maintained in conformance with the attached drawings and/or exhibits. Any relocations, changes, or upgrades require additional concurrence by Western. LICENSEE agrees to alter or relocate its FACILITY, at no cost to Western, to accommodate future modifications of Western's facilities, including but not limited to, upgrades of the transmission line.
- (c) LICENSEE shall notify Western at least 10 days prior to commencing installation of the FACILITY to permit inspection by WESTERN; Contact Mr. Jerry Paulson at (701)-221-4531.
- (d) To abide by and comply with all applicable Federal, State, and local laws and building and safety codes.
- (e) To the extent provided by law, LICENSEE agrees to indemnify and hold harmless Western, its employees, or agents, from any loss or damage and from any liability on account of personal injury, death, or property damage



arising out of Licensee's, its agents, contractors, or subcontractors use of the land covered by this License Agreement.

(f) In recognition that Western may need to drive across these areas with a 30 ton crane or any other heavy equipment to perform maintenance, repair, or replacement of any of its transmission line towers, LICENSEE agrees it is LICENSEE's responsibility under the License Agreement to pay for and promptly repair any such damage caused by these activities.

(g) This agreement shall be binding on the successors or assigns of LICENSEE and Western; however, it shall not be assigned by LICENSEE without prior written consent of Western.

(h) The Licensee agrees to comply with all provisions and rules of the latest edition of the National Electric Safety Code applicable to the design and construction of the aforesaid FACILITY crossing.

(i) The Licensee agrees to maintain at least thirteen (13) feet of clearance based on maximum sag) from any of Westerns transmission line conductor(s) and at least 100 feet of clearance from any of Westerns transmission line structure(s), including placement of the FACILITY. In the event the Licensee's FACILITY restricts access along Western Area Power Administration's transmission line, the Licensee, its successor and/or assigns, shall (at their own expense) grant the Western Area Power Administration or its successor and/or assigns rights of ingress and egress over and across any property owned by the Licensee or its successor for access to the transmission line easement.

(j) Before allowing people or construction equipment capable of contacting or approaching transmission line conductors within less than **Thirteen (13) feet**, the Licensee or his authorized representative agrees to obtain from the Western Area Power Administration a "Special Work Permit" and to work under the limits and conditions of the safe working area defined therein.

(k) That all or any part of this License may be terminated by the North Dakota Maintenance manager for failure to comply with any or all of the terms or conditions of this license, or for abandonment. A rebuttable presumption of abandonment is raised by deliberate failure to the Licensee to use for any continuous 2-year period from the date of the license for the purpose for which it was granted or renewed. In the event of noncompliance or abandonment, the North Dakota Maintenance Manager will notify the Licensee in writing of his intention to suspend or terminate such grant 60 days from the date of the notice, stating the reasons therefore, unless prior to that time the Licensee completes such corrective actions as are specified in the notice.

(l) That the issuance of this License Agreement is conditional that the LICENSEE grant Western, and its successors and assigns, a separate perpetual no-cost access easement for access to Western's transmission line structures.



License No. UGP-LI-2018-004BS

LICENSEE  
City of Fargo

THE UNITED STATES OF AMERICA  
Western Area Power Administration

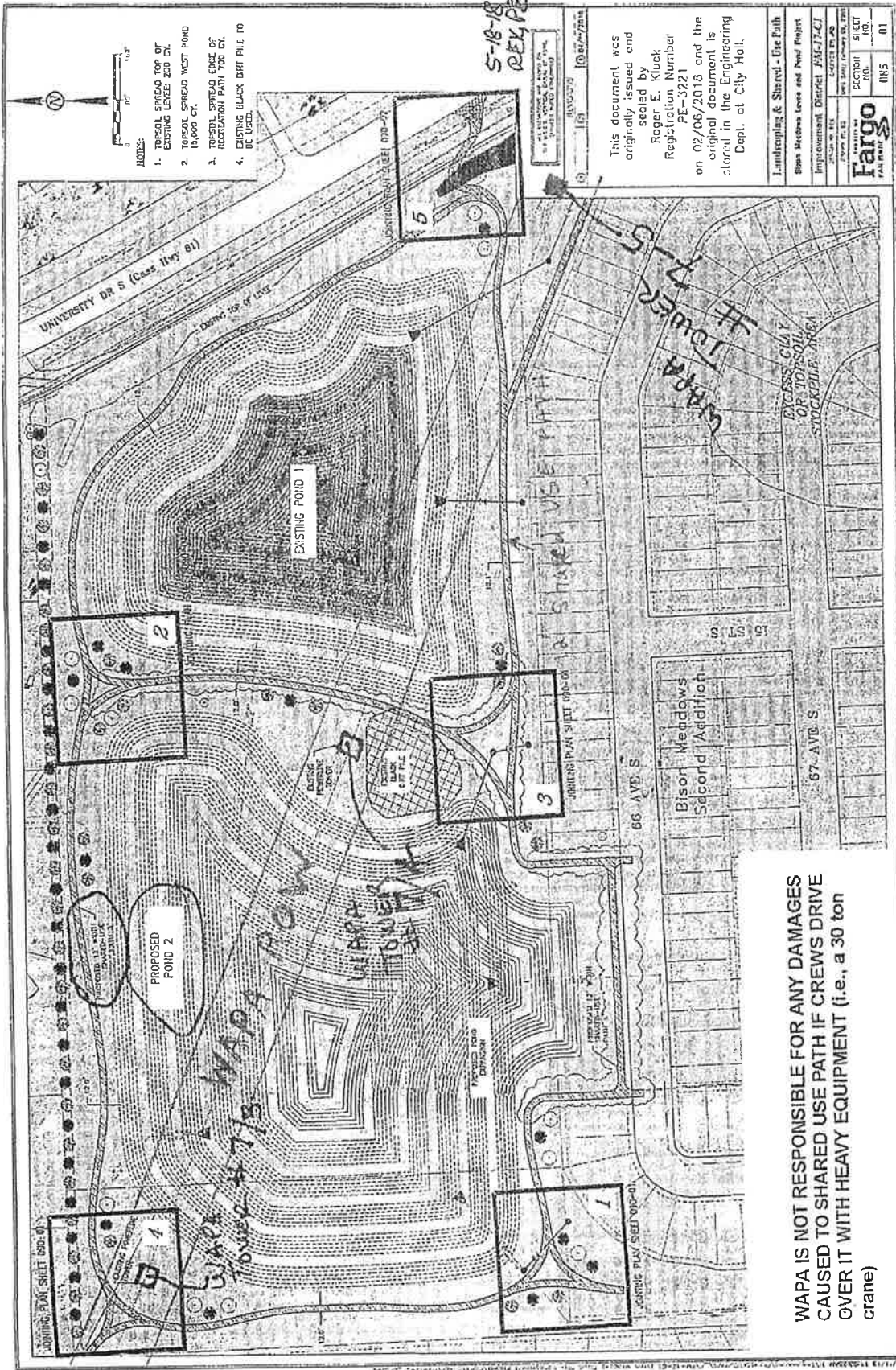
By: \_\_\_\_\_  
Timothy J. Mahoney

Title: Mayor \_\_\_\_\_

By: Gerald T. Paulson  
Marc Kress  
Acting North Dakota Maintenance Manager  
P.O. Box 1173  
Bismarck, ND 58502-1173

ATTEST :

\_\_\_\_\_  
Steven Sprague, City Auditor



- NOTES:
1. TOPSOIL SPREAD TOP OF EXISTING LEVEE 200 CY.
  2. TOPSOIL SPREAD WEST POND 15,000 CY.
  3. TOPSOIL SPREAD EDGE OF RECREATION PATH 700 CY.
  4. EXISTING BLACK DIRT PILE 10 DC USED.

S-18-18  
REY PE

This document was originally issued and sealed by Roger E. Kluck Registration Number PE-3721 on 02/06/2018 and the original document is stored in the Engineering Dept. at City Hall.

Landscaping & Shared - Use Path	SECTION	SHEET
Bison Meadows Levee and Pond Project	18C	01
Improvement District #14741	NO.	
DATE: 02/06/2018	SCALE: AS SHOWN	
PROJECT NO. 18C-01		
<b>Fargo</b>		
MUNICIPAL ENGINEERS		

WAPA IS NOT RESPONSIBLE FOR ANY DAMAGES CAUSED TO SHARED USE PATH IF CREWS DRIVE OVER IT WITH HEAVY EQUIPMENT (i.e., a 30 ton crane)

EXHIBIT "A"  
PAGE 1 OF 2  
LICENSE NO. UGP-LI-2018-004BS

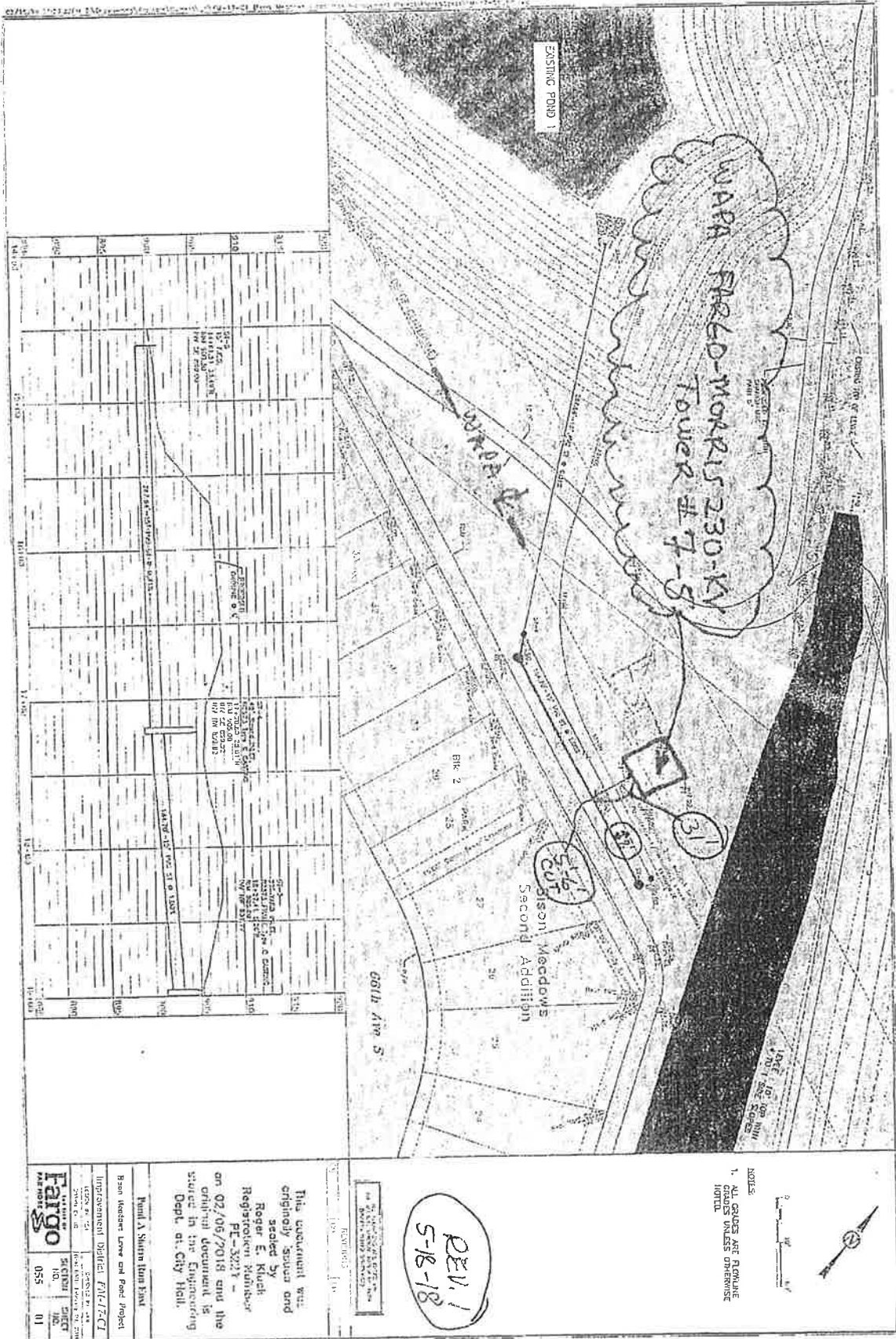


EXHIBIT "A"  
 PAGE 2 OF 2  
 LICENSE NO. UGP-LI-2018-004BS

LC-135-R  
(Rev. 2-94)

Contract No. \_\_\_\_\_

United States of America  
Department of Energy  
Western Area Power Administration

**FARGO-MORRIS TRANSMISSION LINE ACCESS EASEMENT**

**CONTRACT AND GRANT OF EASEMENT**

THIS AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 2018, between THE CITY OF FARGO, NORTH DAKOTA, a municipal corporation, whose post office address is 200 North Third Street, Fargo, North Dakota 58102 (GRANTOR), whether one or more, and the UNITED STATES OF AMERICA, Department of Energy, Western Area Power Administration, (UNITED STATES), represented by the officer executing this agreement, pursuant to the Reclamation Act, Act of June 17, 1902, 32 Stat. 388, and acts amendatory thereof and supplementary thereto, and the Department of Energy Organization Act, Act of August 4, 1977, 91 Stat. 565.

WITNESSETH:

That the parties hereto covenant and agree as follows:

1. The GRANTOR, for mutual benefits and other good and valuable consideration and the provisions contained in this agreement, does hereby grant and convey to THE UNITED STATES OF AMERICA, and its assigns, a perpetual non-exclusive easement for access purposes in, upon, over, and across the following strip of land in Cass County, North Dakota, more particularly described in Exhibit "A", which is attached hereto and made a part hereof.

The grant of easement shall include the right to enter and locate, construct, use, maintain, repair, and rebuild a road(s) together with cuts and fills, and culverts, as needed, as well as allowing THE UNITED STATES to install a separate lock (in series) with the Grantor's locks on any gates so that THE UNITED STATES has the ability to open and access any of Grantor's gates located within the easement area.

2. The rights granted herein are subject to easements of record or in use. The UNITED STATES is not acquiring mineral rights pursuant to this Contract and Grant of Easement.

3. The UNITED STATES shall exercise due care and diligence in the exercise of the rights and privileges granted herein. The UNITED STATES agrees to repair or reasonably compensate the GRANTOR for damage to agricultural crops, fences, irrigation systems, drainage systems, or other improvements, within the easement area existing as of the date of this contract that occurs as a result of the exercise of the rights granted herein. The UNITED STATES shall not pay for damages to improvements installed in the access road right-of-way by the GRANTOR after the date of this contract.

4. The GRANTOR shall have the right to use said access road described herein for any purposes which will not interfere with any of the rights and privileges herein granted to the UNITED STATES. The UNITED STATES shall agree to the relocation of said access road provided that GRANTOR furnishes such easements, rights-of-way, and roads deemed satisfactory to the UNITED STATES.

5. The GRANTOR is the true owner of the property over which this easement is granted and has the lawful right to convey this easement interest.

6. The GRANTOR shall assist the UNITED STATES in procuring and recording all assurances of title and affidavits which the GRANTOR may be advised by the UNITED STATES are necessary Abstracts, certificates of title, or title insurance will be procured by the UNITED STATES at its own expense unless otherwise provided in this contract. The expense of recording this Contract and Grant of Easement shall be paid by the UNITED STATES.

The UNITED STATES shall reasonably reimburse the GRANTOR for the following expenses incurred by the GRANTOR:

(a) Recording fees, transfer taxes, and similar expenses, incidental to conveying the easement described herein to the UNITED STATES.

(b) Penalty cost for prepayment of any preexisting recorded mortgage entered into in good faith encumbering said real property.

7. In the event that liens or encumbrances other than those expressly provided herein do exist, the UNITED STATES may, at its option, remove any and all such outstanding liens and encumbrances by reserving from the purchase price herein set forth the necessary amount and discharge same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrances as against this contract, nor an assumption of any lien or encumbrances by the UNITED STATES.

8. In the event of permanent abandonment of any or all rights to the easement granted herein to the UNITED STATES, said abandonment shall be effected by the execution and recording of a quitclaim deed by the UNITED STATES in favor of the GRANTOR, or his successors, and the easement granted herein, or any portions therein abandoned, shall terminate. The UNITED STATES, or its assigns, shall have the right to remove, within a reasonable time, all structures, facilities, and equipment placed on the easement by or on behalf of the UNITED STATES, from such abandoned area whether before or after execution of the quitclaim deed.

9. The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, personal representatives, administrators, successors, and assigns of the GRANTOR, and the assigns of the UNITED STATES.

IN WITNESS WHEREOF, the parties hereto have signed their names, the day and year first above written.

GRANTOR  
THE CITY OF FARGO, NORTH DAKOTA,  
a municipal corporation

UNITED STATES OF AMERICA

By: \_\_\_\_\_  
Timothy J. Mahoney

\_\_\_\_\_  
Braileigh Jay  
Acting Lands Team Lead

Title: \_\_\_\_\_  
Mayor

ATTEST :

\_\_\_\_\_  
Steven Sprague, City Auditor

**ACKNOWLEDGEMENT**

State of North Dakota )  
  ) s.s  
County of Cass         )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2018, before me personally appeared Timothy J. Mahoney and Steven Sprague, known to me to be the persons who are described in and who executed the within instrument on behalf of The City of Fargo, North Dakota, and acknowledged to me that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
Notary Public

(SEAL)

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

# EXHIBIT A

Proposed Permanent Easement Description:

A 40.00 FOOT WIDE STRIP OF LAND IN THE UNPLATTED PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 138 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, CENTERED ON THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF BISON MEADOWS SECOND ADDITION ON FILE AS DOCUMENT 1522336 AT THE CASS COUNTY RECORDER'S OFFICE AND THE WESTERLY RIGHT OF WAY OF CASS COUNTY HIGHWAY 81; THENCE NORTH 29°18'18" WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 33.68 FEET TO A POINT OF INTERSECTION WITH A LINE LYING 30.00 FEET NORTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SAID BISON MEADOWS SECOND ADDITION, THE POINT OF BEGINNING; THENCE SOUTH 88°02'07" WEST, PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 1133.09 FEET; THENCE ALONG A TANGENTIAL CURVE, CONCAVE TO THE NORTHEAST, HAVING A CENTRAL ANGLE OF 104°47'04", A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 91.44 FEET; THENCE NORTH 12°49'11" EAST, TANGENT TO THE PREVIOUS CURVE A DISTANCE OF 721.00 FEET; THENCE ALONG A TANGENTIAL CURVE, CONCAVE TO THE SOUTHWEST, HAVING A CENTRAL ANGLE OF 104°39'32", A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 91.33 FEET, TO A POINT ON A LINE LYING 40.00 FEET SOUTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF GLEN VAN ENK SUBDIVISION ON FILE AS DOCUMENT 621739 AT THE CASS COUNTY RECORDER'S OFFICE; THENCE SOUTH 88°09'39" WEST, TANGENT TO THE PREVIOUS CURVE, PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 755.29 FEET; THENCE ALONG A TANGENTIAL CURVE, CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF 45°00'00", A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 39.27 FEET; THENCE SOUTH 43°09'39" WEST, TANGENT TO THE PREVIOUS CURVE, A DISTANCE OF 39.27 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF AN ELECTRIC TRANSMISSION LINE EASEMENT ON FILE AS DOCUMENT 335776 AT THE CASS COUNTY RECORDER'S OFFICE AND THERE TERMINATING.

LESS

THE EXISTING 125.0 FOOT WIDE ELECTRIC TRANSMISSION LINE EASEMENT ON FILE AT THE CASS COUNTY RECORDER'S OFFICE AS DOCUMENT 335777.

SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE ON SAID WESTERLY RIGHT OF WAY OF CASS COUNTY HIGHWAY 81 AND ON THE 125.0 FOOT WIDE ELECTRICAL TRANSMISSION LINE EASEMENTS OF SAID DOCUMENTS 335776 AND 335777.

BEARINGS BASED ON THE CITY OF FARGO GROUND CONTROL SYSTEM.

SAID STRIP CONTAINS 2.27 ACRES, MORE OR LESS.

**CERTIFICATION**


I hereby certify that this survey, plan and/or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Land Surveyor under the laws of the state of North Dakota.

  
BRENT W. WACH, PLS

REG. NO. 5068 DATE 5/18/2018

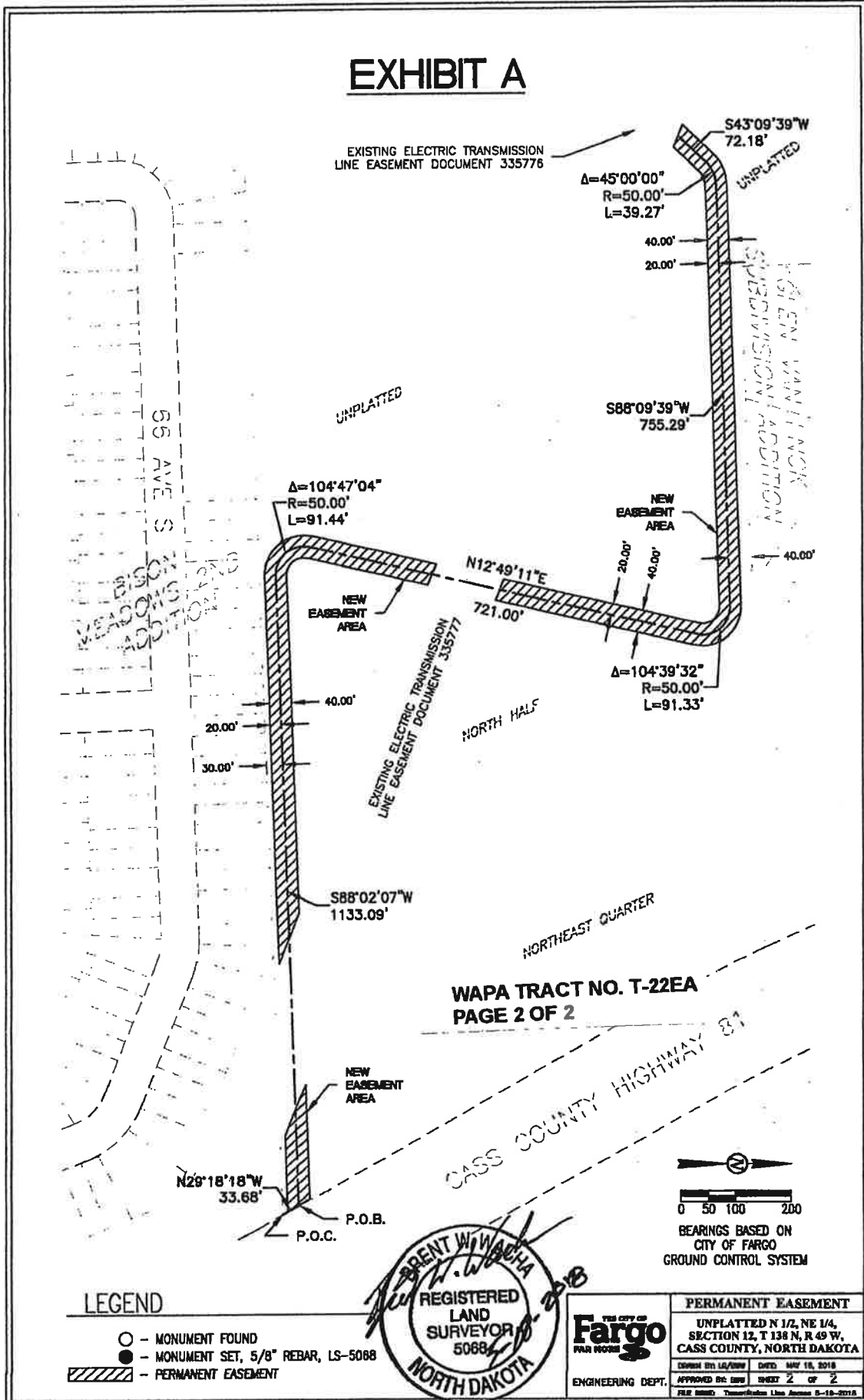


**WAPA TRACT NO. T-22EA  
PAGE 1 OF 2**

 THE CITY OF <b>Fargo</b> FARGO, NORTH DAKOTA	<b>PERMANENT EASEMENT</b> UNPLATTED N 1/2, NE 1/4, SECTION 12, T 138 N, R 49 W, CASS COUNTY, NORTH DAKOTA
	CHECKED BY: [blank]    DATE: MAY 18, 2018
	APPROVED BY: [blank]    SHEET 1 OF 2
	FILE NAME: Transmission Line Access 5-16-2018

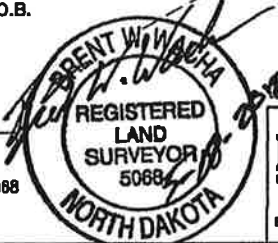


# EXHIBIT A



**LEGEND**

- - MONUMENT FOUND
- - MONUMENT SET, 5/8" REBAR, LS-5088
- ▨ - PERMANENT EASEMENT



PERMANENT EASEMENT	
UNPLATTED N 1/2, NE 1/4, SECTION 12, T 138 N, R 49 W, CASS COUNTY, NORTH DAKOTA	
DESIGNED BY: LA/MSM	DATE: MAY 18, 2018
APPROVED BY: BWS	SHEET 2 OF 2
FILE NAME: Transmission Line Annex 8-18-2018	

WAPA TRACT NO. T-22EA  
PAGE 2 OF 2

CASS COUNTY HIGHWAY 81

EXISTING ELECTRIC TRANSMISSION LINE EASEMENT DOCUMENT 335776

UNPLATTED

UNPLATTED

NEW EASEMENT AREA

NEW EASEMENT AREA

NEW EASEMENT AREA

EXISTING ELECTRIC TRANSMISSION LINE EASEMENT DOCUMENT 335777

NORTH HALF

NORTHEAST QUARTER

66 AVE S

BIGSON MEADOWS ADDITION

FOR ENHANCED TRANSMISSION ADDITION

$\Delta=104^{\circ}47'04''$   
 $R=50.00'$   
 $L=91.44'$

$\Delta=45^{\circ}00'00''$   
 $R=50.00'$   
 $L=39.27'$

$S88^{\circ}09'39''W$   
755.29'

$S43^{\circ}09'39''W$   
72.18'

$N12^{\circ}49'11''E$   
721.00'

$\Delta=104^{\circ}39'32''$   
 $R=50.00'$   
 $L=91.33'$

$S88^{\circ}02'07''W$   
1133.09'

$N29^{\circ}18'18''W$   
33.68'

P.O.B.  
P.O.C.

0 50 100 200

BEARINGS BASED ON CITY OF FARGO GROUND CONTROL SYSTEM



ENGINEERING DEPT.



LC-135-R  
(Rev. 2-94)

Contract No. \_\_\_\_\_

United States of America  
Department of Energy  
Western Area Power Administration

**FARGO-MORRIS TRANSMISSION LINE ACCESS EASEMENT**

**CONTRACT AND GRANT OF EASEMENT**

THIS AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 2018, between THE CITY OF FARGO, NORTH DAKOTA, a municipal corporation, whose post office address is 200 North Third Street, Fargo, North Dakota 58102 (GRANTOR), whether one or more, and the UNITED STATES OF AMERICA, Department of Energy, Western Area Power Administration, (UNITED STATES), represented by the officer executing this agreement, pursuant to the Reclamation Act, Act of June 17, 1902, 32 Stat. 388, and acts amendatory thereof and supplementary thereto, and the Department of Energy Organization Act, Act of August 4, 1977, 91 Stat. 565.

WITNESSETH:

That the parties hereto covenant and agree as follows:

1. The GRANTOR, for mutual benefits and other good and valuable consideration and the provisions contained in this agreement, does hereby grant and convey to THE UNITED STATES OF AMERICA, and its assigns, a perpetual non-exclusive easement for access purposes in, upon, over, and across the following strip of land in Cass County, North Dakota, more particularly described in Exhibit "A", which is attached hereto and made a part hereof.

The grant of easement shall include the right to enter and locate, construct, use, maintain, repair, and rebuild a road(s) together with cuts and fills, and culverts, as needed, as well as allowing THE UNITED STATES to install a separate lock (in series) with the Grantor's locks on any gates so that THE UNITED STATES has the ability to open and access any of Grantor's gates located within the easement area.

2. The rights granted herein are subject to easements of record or in use. The UNITED STATES is not acquiring mineral rights pursuant to this Contract and Grant of Easement.

3. The UNITED STATES shall exercise due care and diligence in the exercise of the rights and privileges granted herein. The UNITED STATES agrees to repair or reasonably compensate the GRANTOR for damage to agricultural crops, fences, irrigation systems, drainage systems, or other improvements, within the easement area existing as of the date of this contract that occurs as a result of the exercise of the rights granted herein. The UNITED STATES shall not pay for damages to improvements installed in the access road right-of-way by the GRANTOR after the date of this contract.

4. The GRANTOR shall have the right to use said access road described herein for any purposes which will not interfere with any of the rights and privileges herein granted to the UNITED STATES. The UNITED STATES shall agree to the relocation of said access road provided that GRANTOR furnishes such easements, rights-of-way, and roads deemed satisfactory to the UNITED STATES.

5. The GRANTOR is the true owner of the property over which this easement is granted and has the lawful right to convey this easement interest.

6. The GRANTOR shall assist the UNITED STATES in procuring and recording all assurances of title and affidavits which the GRANTOR may be advised by the UNITED STATES are necessary Abstracts, certificates of title, or title insurance will be procured by the UNITED STATES at its own expense unless otherwise provided in this contract. The expense of recording this Contract and Grant of Easement shall be paid by the UNITED STATES.

The UNITED STATES shall reasonably reimburse the GRANTOR for the following expenses incurred by the GRANTOR:

(a) Recording fees, transfer taxes, and similar expenses, incidental to conveying the easement described herein to the UNITED STATES.

(b) Penalty cost for prepayment of any preexisting recorded mortgage entered into in good faith encumbering said real property.

7. In the event that liens or encumbrances other than those expressly provided herein do exist, the UNITED STATES may, at its option, remove any and all such outstanding liens and encumbrances by reserving from the purchase price herein set forth the necessary amount and discharge same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrances as against this contract, nor an assumption of any lien or encumbrances by the UNITED STATES.

8. In the event of permanent abandonment of any or all rights to the easement granted herein to the UNITED STATES, said abandonment shall be effected by the execution and recording of a quitclaim deed by the UNITED STATES in favor of the GRANTOR, or his successors, and the easement granted herein, or any portions therein abandoned, shall terminate. The UNITED STATES, or its assigns, shall have the right to remove, within a reasonable time, all structures, facilities, and equipment placed on the easement by or on behalf of the UNITED STATES, from such abandoned area whether before or after execution of the quitclaim deed.

9. The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, personal representatives, administrators, successors, and assigns of the GRANTOR, and the assigns of the UNITED STATES.

IN WITNESS WHEREOF, the parties hereto have signed their names, the day and year first above written.

GRANTOR  
THE CITY OF FARGO, NORTH DAKOTA,  
a municipal corporation

UNITED STATES OF AMERICA

By: \_\_\_\_\_  
Timothy J. Mahoney

\_\_\_\_\_  
Braileigh Jay  
Acting Lands Team Lead

Title: Mayor

ATTEST :

\_\_\_\_\_  
Steven Sprague, City Auditor

**ACKNOWLEDGEMENT**

State of North Dakota )  
  ) s.s  
County of Cass         )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2018, before me personally appeared Timothy J. Mahoney and Steven Sprague, known to me to be the persons who are described in and who executed the within instrument on behalf of The City of Fargo, North Dakota, and acknowledged to me that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
Notary Public

(SEAL)

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

# EXHIBIT A

Proposed Permanent Easement Description:

A 40.00 FOOT WIDE STRIP OF LAND IN THE UNPLATTED PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 138 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, CENTERED ON THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF BISON MEADOWS SECOND ADDITION ON FILE AS DOCUMENT 1522336 AT THE CASS COUNTY RECORDER'S OFFICE AND THE WESTERLY RIGHT OF WAY OF CASS COUNTY HIGHWAY 81; THENCE NORTH 29°18'18" WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 33.68 FEET TO A POINT OF INTERSECTION WITH A LINE LYING 30.00 FEET NORTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SAID BISON MEADOWS SECOND ADDITION, THE POINT OF BEGINNING; THENCE SOUTH 88°02'07" WEST, PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 1133.09 FEET; THENCE ALONG A TANGENTIAL CURVE, CONCAVE TO THE NORTHEAST, HAVING A CENTRAL ANGLE OF 104°47'04", A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 91.44 FEET; THENCE NORTH 12°49'11" EAST, TANGENT TO THE PREVIOUS CURVE A DISTANCE OF 721.00 FEET; THENCE ALONG A TANGENTIAL CURVE, CONCAVE TO THE SOUTHWEST, HAVING A CENTRAL ANGLE OF 104°39'32", A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 91.33 FEET, TO A POINT ON A LINE LYING 40.00 FEET SOUTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF GLEN VAN ENK SUBDIVISION ON FILE AS DOCUMENT 621739 AT THE CASS COUNTY RECORDER'S OFFICE; THENCE SOUTH 88°09'39" WEST, TANGENT TO THE PREVIOUS CURVE, PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 755.29 FEET; THENCE ALONG A TANGENTIAL CURVE, CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF 45°00'00", A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 39.27 FEET; THENCE SOUTH 43°09'39" WEST, TANGENT TO THE PREVIOUS CURVE, A DISTANCE OF 39.27 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF AN ELECTRIC TRANSMISSION LINE EASEMENT ON FILE AS DOCUMENT 335776 AT THE CASS COUNTY RECORDER'S OFFICE AND THERE TERMINATING.

LESS

THE EXISTING 125.0 FOOT WIDE ELECTRIC TRANSMISSION LINE EASEMENT ON FILE AT THE CASS COUNTY RECORDER'S OFFICE AS DOCUMENT 335777.

SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE ON SAID WESTERLY RIGHT OF WAY OF CASS COUNTY HIGHWAY 81 AND ON THE 125.0 FOOT WIDE ELECTRICAL TRANSMISSION LINE EASEMENTS OF SAID DOCUMENTS 335776 AND 335777.

BEARINGS BASED ON THE CITY OF FARGO GROUND CONTROL SYSTEM.

SAID STRIP CONTAINS 2.27 ACRES, MORE OR LESS.

**CERTIFICATION**


I hereby certify that this survey, plan and/or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Land Surveyor under the laws of the state of North Dakota.

  
BRENT W. WACHIA, PLS

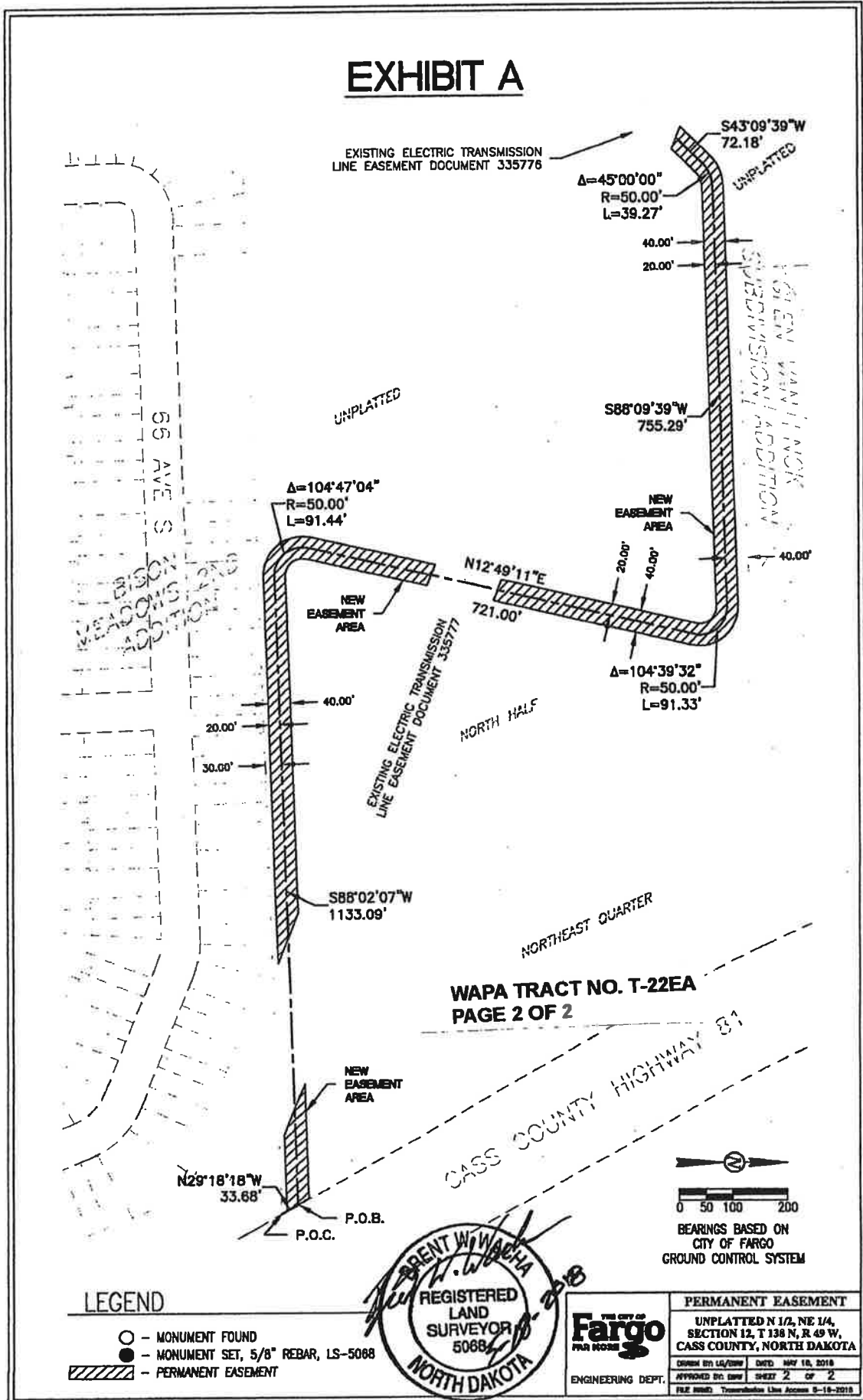
REG. NO. 5068 DATE 5/18/2018



**WAPA TRACT NO. T-22EA  
PAGE 1 OF 2**

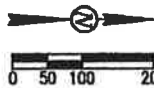
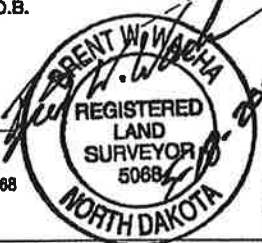
 THE CITY OF <b>Fargo</b> PAR WASH	<b>PERMANENT EASEMENT</b>
	UNPLATTED N 1/2, NE 1/4, SECTION 12, T 138 N, R 49 W, CASS COUNTY, NORTH DAKOTA
	CREATED BY: [unclear]    DATE: MAY 18, 2018 APPROVED BY: [unclear]    SHEET 1 OF 2
	ENGINEERING DEPT. FILE NO: Transmission Line Access 8-18-2018

# EXHIBIT A



**LEGEND**

- - MONUMENT FOUND
- - MONUMENT SET, 5/8" REBAR, LS-5088
- ▨ - PERMANENT EASEMENT



BEARINGS BASED ON CITY OF FARGO GROUND CONTROL SYSTEM

PERMANENT EASEMENT	
UNPLATTED N 1/2, NE 1/4, SECTION 12, T 138 N, R 49 W, CASS COUNTY, NORTH DAKOTA	
DESIGNED BY: LA/DEW	DATE: MAY 18, 2016
APPROVED BY: DEW	SHEET 2 OF 2
ENGINEERING DEPT.	
FILE NAME: Transmission Line Access 8-16-2016	

WAPA TRACT NO. T-22EA  
PAGE 2 OF 2  
CASS COUNTY HIGHWAY 81



REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

26

Improvement District No. BN-17-A1 Type: Request to Work Sundays and After Hours

Location: 19<sup>th</sup> Ave N from 45<sup>th</sup> St to 57<sup>th</sup> St Date of Hearing: 6/11/2018

<u>Routing</u>	<u>Date</u>
City Commission	<u>6/18/2018</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Leonard</u>

The Committee reviewed a communication from Project Manager, Jason Leonard, regarding a request submitted by Master Construction to work a 7-day workweek, including Sundays, and also to work after the hours stated within the contract plans and specification in order to meet the substantial completion date of August 13, 2018.

This request does not guarantee automatic approval as the Engineering Department and KLJ Engineering will still carefully consider each request from the Contractor to ensure that the work being request to be done outside of the normal construction hours and work week is necessary and will not create an unnecessary burden on the public or businesses-at-large.

On a motion by Ben Dow, seconded by Tim Mahoney, the Committee voted to approve the request from Master Construction to complete work on Sundays and after hours.

RECOMMENDED MOTION

Concur with PWPEC recommendation and approve the request from Master Construction to complete work on Sundays and after hours.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: <u>Infrastructure Sales Tax Funds</u>	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	<u>N/A</u>
Agreement for payment of specials required of developer	<u>N/A</u>	<u>N/A</u>
Letter of Credit required (per policy approved 5-28-13)	<u>N/A</u>	<u>N/A</u>

COMMITTEE

Tim Mahoney, Mayor  
 Nicole Crutchfield, Director of Planning  
 Steve Dirksen, Fire Chief  
 Mark Bittner, Director of Engineering  
 Bruce Grubb, City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 City Engineer  
 Kent Costin, Finance Director

Present	Yes	No	Unanimous
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brenda Derrig
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

B. E. Derrig  
 Brenda E. Derrig, P.E.  
 Division Engineer

ATTEST:



# Memorandum

**To:** Members of PWPEC  
**From:** Jason Leonard, Project Manager *JTL*  
**Date:** 6/7/2018  
**Re:** Improvement District #BN-17-A1– Request to work Sundays  
19<sup>th</sup> Avenue N between 45<sup>th</sup> Street N & 57<sup>th</sup> Street N

---

The Contractor (Master Construction) is requesting permission to work a 7-day work week, including Sundays, and also to work after the designated working hours stated within the contract plans and specifications to complete paving operation activities in order to expedite the duration of construction and to meet the deadline of finishing the project by August 13, 2018.

This request does not guarantee automatic approval as the Engineering Department and KLJ Engineering (project management consultant) will still carefully consider each request from the Contractor to ensure that the work being requested to be done outside of the normal construction hours and work week is necessary and that it will not create an unnecessary burden on the public or businesses-at-large. Please see attached documentation supporting the request.

I concur with KLJ's recommendation to allow Master Construction to work Sunday's and after hours for Improvement District No. BN-17-A1.

**Recommended Motion:**

Approve the request by Master Construction to work Sundays and after hours under direction of the Engineering Department and KLJ Engineering.

Attachment  
JTL/klo

C: Brenda Derrig  
Thomas Knakmuhs  
Scott Middaugh



3203 32nd Avenue South, Suite 201  
Fargo, ND 58103-6242  
701 232 5353  
KLJENG.COM

June 6, 2018

Jason Leonard  
City of Fargo  
200 3rd Street North  
Fargo, ND 58102

**Re: BN-17-A1 – Sunday Work Request**

Dear Jason:

This letter is in response to Master Construction's request to work on Sunday's and outside of the hours outlined in Note 9 of the SIB's. This request was made to meet the substantial completion date of August 13<sup>th</sup>, 2018.

KLJ recommends that the City of Fargo allow KLJ to approve Master Construction's request as needed through the remainder of construction. KLJ will require that Master Construction make their request for the following week at each weekly construction meeting. Along with their request, Master must outline their proposed work and when that work will be anticipated. If KLJ has adequate resources to monitor Master's work and it does not conflict with public interests, KLJ will approve the requests.

If you have any questions, please feel free to contact me at 701.271.4871 or [scott.middaugh@kljeng.com](mailto:scott.middaugh@kljeng.com).

Sincerely,

**KLJ**

A handwritten signature in black ink, appearing to read 'Scott Middaugh'. The signature is fluid and cursive, with a prominent initial 'S'.

Scott Middaugh  
Project Manager

Enclosure(s): Master Construction Hour and Working day request  
Project #: 1441700  
cc: Scott Ahlf – Master Construction





**FARGO**  
1572 45th St. NW  
Fargo, ND 58102  
P: 701-237-4950  
F: 701-237-5027

**BISMARCK**  
4000 Fuller Ave.  
Bismarck, ND 58501  
P: 701-751-6380  
F: 701-751-6381

**DICKINSON**  
836 38th Ave. E  
Dickinson, ND 58601  
P & F: 701-483-2818

**GRAND FORKS**  
5624 1st Ave. N  
Grand Forks, ND 58201  
P: 701-566-3307  
F: 701-757-4404

June 6<sup>th</sup>, 2018

KLJ  
3203 32<sup>nd</sup> Ave South Suite 201  
Fargo, ND 58104

Attn: Scott Middaugh

RE: Extended working hours & days, Improvement District No. BN-17-A1

Dear Mr. Middaugh,

Master Construction Co. Inc. would like to request permission to work a (7) day work week, in order expedite construction and meet the project by the required contract date of August 13<sup>th</sup>, 2018.

In addition to a (7) day work week, Master Construction Co., Inc. is also requesting permission that additional work times outside of the specified working hour parameters be allowed for paving operations, etc. Minimizing the impact to the traveling public and businesses.

Master Construction Co., Inc. is requesting that the above requests be allowed to be made by the City of Fargo Engineering/ KLJ, with the consideration of staffing availabilities, and if work being performed is in the interest of the public or businesses.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Ahlf".

Scott Ahlf  
Project Manager

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-18-C1 Type: Request to Work Sundays and After Hours

Location: 13<sup>th</sup> Ave S – 45<sup>th</sup> St to 9<sup>th</sup> St (WF) Date of Hearing: 6/11/2018

<u>Routing</u>	<u>Date</u>
City Commission	6/18/2018
PWPEC File	X
Project File	Jason Baker

The Committee reviewed a communication from Project Manager, Jason Baker, regarding a request submitted by Master Construction to work a 7-day workweek, including Sundays, in order to expedite the duration of construction and to meet the deadline of finished the project by October 19, 2018. The Contractor has also requested to perform work after hours. This work will include temporary water main shutdowns to complete work on water mains and performing some paving operations. By completing this work after hours, it minimizes the impact that shutting down water mains will have on businesses and traffic.

This request does not guarantee automatic approval as the Engineering Department and Apex Engineering will still carefully consider each request from the Contractor to ensure that the work being request to be done outside of the normal construction hours and work week is necessary and will not create an unnecessary burden on the public or businesses-at-large.

On a motion by Ben Dow, seconded by Tim Mahoney, the Committee voted to approve the request from Master Construction to complete work on Sundays and after hours.

RECOMMENDED MOTION

Concur with PWPEC recommendation and approve the request from Master Construction to complete work on Sundays and after hours.


PROJECT FINANCING INFORMATION:

Recommended source of funding for project: <u>Infrastructure Sales Tax Funds</u>	Yes	No
Developer meets City policy for payment of delinquent specials	N/A	
Agreement for payment of specials required of developer	N/A	
Letter of Credit required (per policy approved 5-28-13)	N/A	

COMMITTEE

	Present	Yes	No	Unanimous
				<input checked="" type="checkbox"/>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input 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:

  
 Brenda E. Derrig, P.E.  
 Division Engineer



## Memorandum

To: Members of PWPEC

From: Jason Baker, Project Manager *JMB*

C: Thomas Knakmuhs, Jeremy Gorden

Date: 6/5/2018

Re: Request to work Sundays for Improvement District No. BR-18-C1  
13th Avenue S Reconstruction Project  
45th Street to 12th Street E (West Fargo)  
Master Construction (Prime Contractor)

The Contractor (Master Construction) is requesting permission to work a 7-day work week, including Sundays, in order to expedite the duration of construction and to meet the deadline of finishing the project by October 19, 2018.

In addition to a 7-day work week, the Contractor will be required to perform work after hours. This work will include temporary water main shutdowns to complete work on water mains and performing some paving operations. By completing this work after hours, it minimizes the impact shutting down water mains will have on businesses and traffic.

This request does not guarantee automatic approval as the Engineering Department and Apex Engineering (project management consultant) will still carefully consider each request from the Contractor to ensure that the work being requested to be done outside of the normal construction hours and work week is necessary and that it will not create an unnecessary burden on the public or businesses-at-large.

Recommended Motion:

Approve the request by Master Construction to work Sundays and after hours under direction of the Engineering Department and Apex Engineering.

JMB/jmg



**FARGO**  
1572 45th St. NW  
Fargo, ND 58102  
P: 701-237-4950  
F: 701-237-5027

**BISMARCK**  
4000 Fuller Ave.  
Bismarck, ND 58501  
P: 701-751-6380  
F: 701-751-6381

**DICKINSON**  
836 38th Ave. E  
Dickinson, ND 58601  
P & F: 701-483-2818

**GRAND FORKS**  
5624 1st Ave. N  
Grand Forks, ND 58201  
P: 701-566-3307  
F: 701-757-4404

June 4, 2018<sup>th</sup>

Apex Engineering Group  
4733 Amber Valley Parkway South  
Fargo, ND 58104

Attn: Brent Muscha

RE: Request to work Sundays, Improvement District No. BR-18-C1 & 2251

Dear Mr. Muscha,

Master Construction Co. Inc. would like to request permission to work a (7) day work week, in order expedite construction and meet the project by the required contract date of October 19<sup>th</sup>, 2018.

In addition to a (7) day work week, Master Construction Co., Inc. is also requesting permission that additional work times outside of the specified working hour parameters be allowed, for water main shutdowns, paving operations, etc. Minimizing the impact to the traveling public and businesses.

Master Construction Co., Inc. is requesting that the above requests be allowed to be made by the City of Fargo Engineering/ Apex Engineering, with the consideration of staffing availabilities, and if work being performed is in the interest of the public or businesses.

Sincerely,

Scott Ahlf  
Project Manager

28

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-18-F1 Type: Infrastructure Request

Location: Madelyn's Meadows Date of Hearing: 4/2/2018

<u>Routing</u>	<u>Date</u>
City Commission	6/18/2018
PWPEC File	X
Project File	<u>Brenda Derrig</u>

The Committee reviewed a communication from Division Engineer, Brenda Derrig, regarding infrastructure for Madelyn's Meadows First Addition. The project area is currently outside of our city limits; however, the Developer would be submitting an annexation request to City Commission as early as April 23<sup>rd</sup>.

Engineering staff determined that to meet the needs of the developer we would need to go through the MSA for design. The design would occur prior to the annexation along with the creation of the project. The City would incur costs associated with the design of the project if the annexation does not move forward.

During the PWPEC Committee discussion, the Developer offered to enter into a Developer Agreement for reimbursement if the annexation is not approved.

Staff is recommending approval.

On a motion by Bruce Grubb, seconded by Brenda Derrig, the Committee voted to recommend approval of project creation and use of the MSA for design contingent upon Developer Agreement for reimbursement.

RECOMMENDED MOTION


Concur with the recommendations of PWPEC and approve project creation and use of the MSA for design contingent upon Developer Agreement for reimbursement.

PROJECT FINANCING INFORMATION:

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

COMMITTEE

	Present	Yes	No	Unanimous
				<input checked="" type="checkbox"/>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" 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"/>	

  
 Brenda E. Derrig, P.E.  
 Division Engineer

ATTEST:

C: Kristi Olson



# Memorandum

**To:** Members of PWPEC  
**From:** Brenda Derrig, Division Engineer  
**Date:** April 2, 2018  
**Re:** Discussion of Utility and Paving Infrastructure for Madelyn's Meadows First Addition

---

## Background:

Staff and Administration met with the Developer of Madelyn's Meadows last week. This project area is currently outside of our city limits as shown on the attachment. The Developer will be moving forward an annexation request that could be on Commission as early as April 23<sup>rd</sup>. The annexation vote and plat approval would be on the June 18 Commission meeting. The Developer would like to have lot inventory available this fall, which would require us to stray from our standard policy of having the plat approved prior to infrastructure request and design.

The Engineering Department met internally, discussed the request, and determined to meet the needs we would go through the MSA for design. The design would occur prior to annexation along with the creation of the project. If we would move forward, staff's recommendation would be to award the project at the following Commission meeting, which would be July 2<sup>nd</sup>. This would allow for changes to the bid letting if the annexation is denied or delayed.

There would be costs associated with the design of the project and if the annexation does not move forward, these costs would exist.

I would like to discuss this request, along with issues associated with it.





City of Fargo, ND



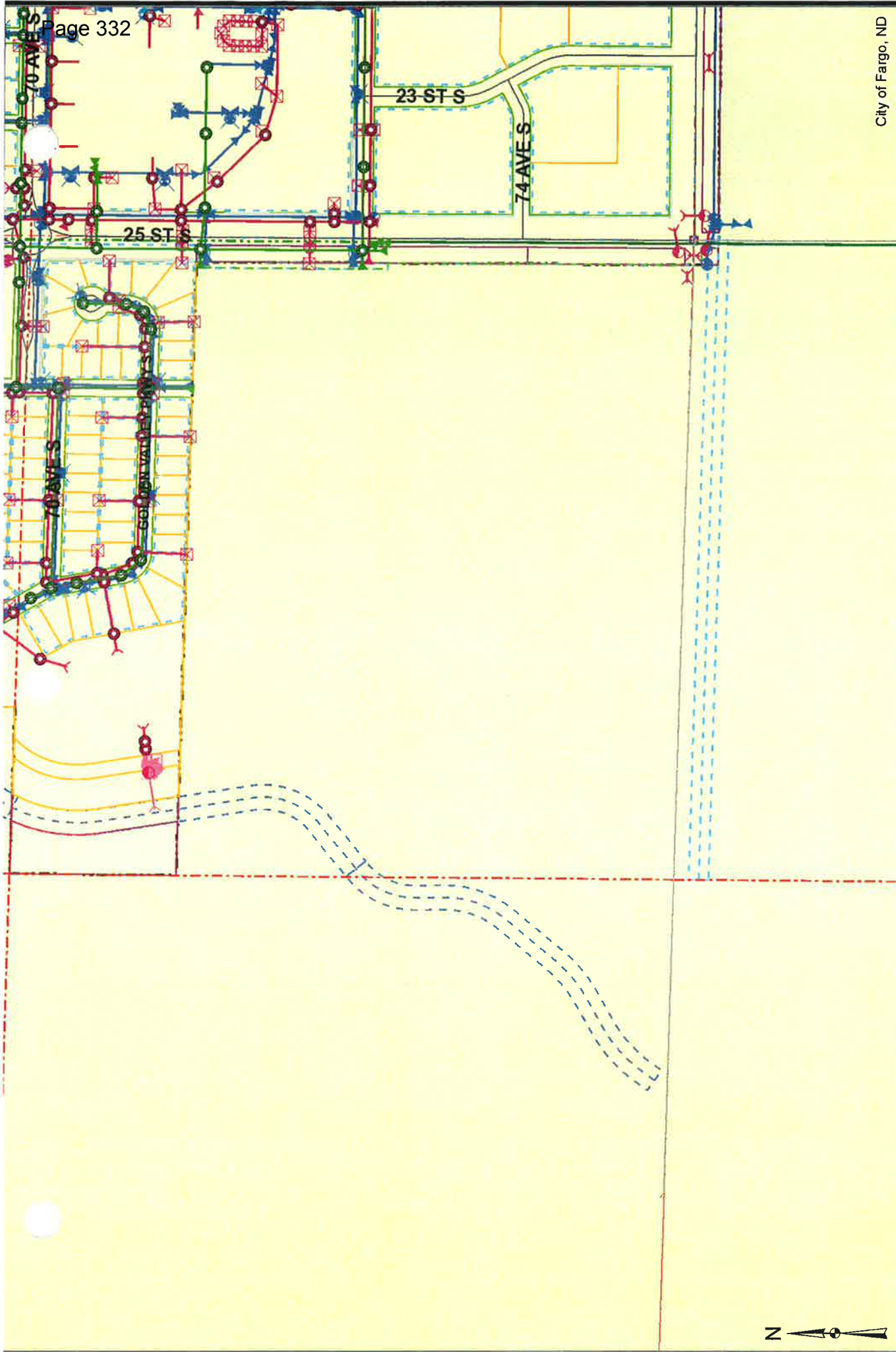
These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

1:18,056

4/2/2018 2:03:18 PM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.





These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

1:9,028

4/2/2018 12:46:14 PM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.





City of Fargo, ND



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

1:9,028

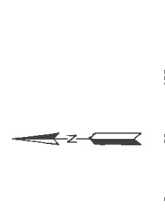
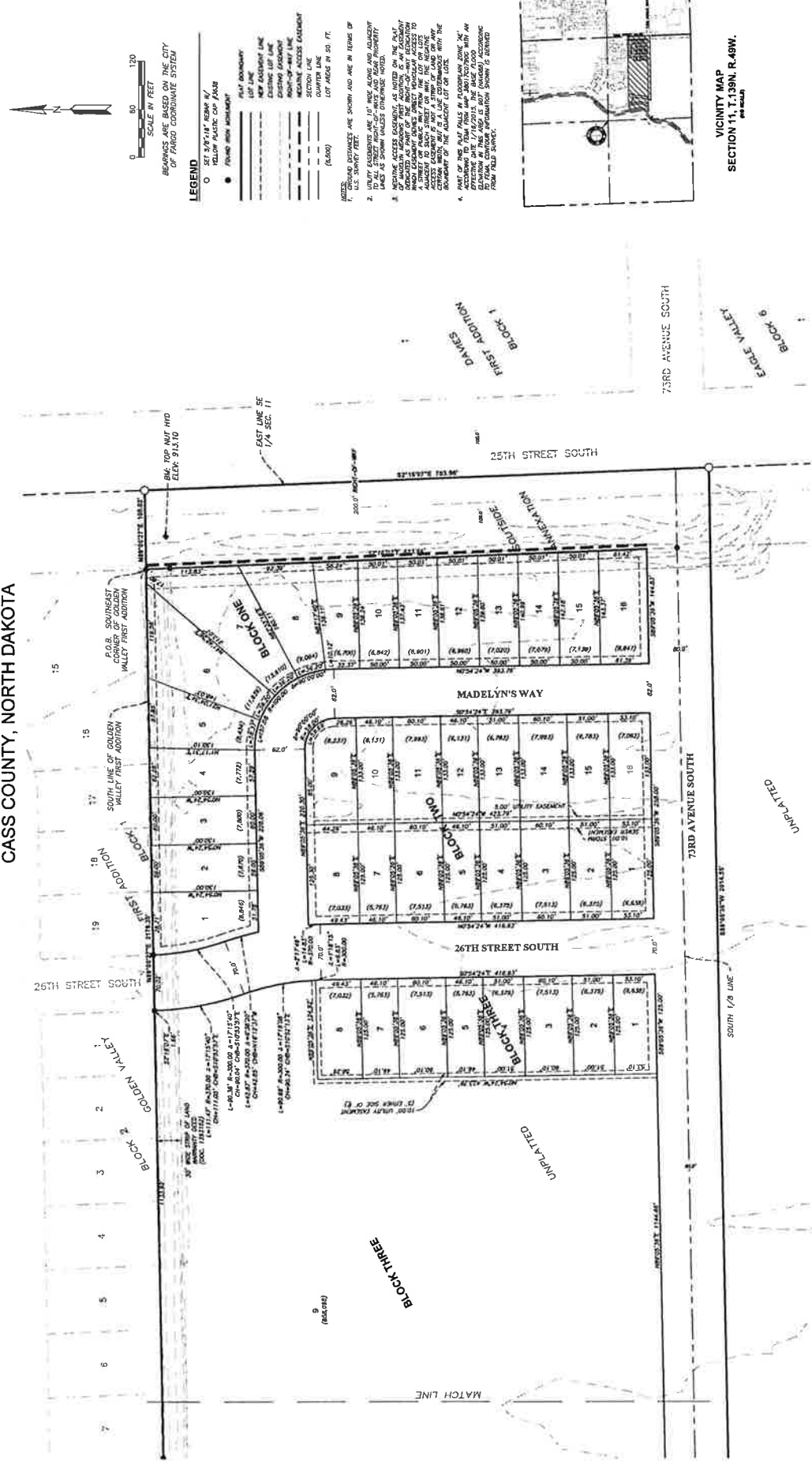
4/2/2018 12:33:07 PM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.



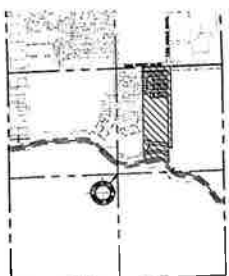
# MADELYN'S MEADOWS FIRST ADDITION

A PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 138 NORTH, RANGE 49 WEST  
TO THE CITY OF FARGO  
CASS COUNTY, NORTH DAKOTA



- BEARINGS ARE BASED ON THE CITY OF FARGO COORDINATE SYSTEM
- LEGEND**
- SET 3/8" X 1/4" MARK W/ YELLOW PLASTIC ON FACE
  - FOUND IRON MONUMENT
  - PLAT BOUNDARY
  - LOT LINE
  - EXISTING LOT LINE
  - EXISTING EASEMENT
  - RIGHT-OF-WAY LINE
  - SECTION LINE
  - QUARTER LINE
  - LOT AREA IN SQ. FT. (6,800)

- NOTES:**
1. BEARING DISTANCES ARE SHOWN AND ARE IN TERMS OF U.S. SURVEY FEET.
  2. UNIT EASEMENTS ARE 10' WIDE, ALONG AND ADJACENT TO THE BOUNDARY LINES AS SHOWN UNLESS OTHERWISE NOTED.
  3. NEGATIVE ACCESS EASEMENTS AS NOTED ON THE PLAT, IDENTIFY THE PARTY TO WHOM THE EASEMENT IS GRANTED AS PART OF THE RIGHT-OF-WAY RESERVATION. A STREET OR PUBLIC HIGHWAY THE LOT OR LOTS TO WHICH THE EASEMENT IS GRANTED SHALL BE OPEN TO ANY ACCESS EASEMENT IF NOT A STREET OR HIGHWAY ON THE BOUNDARY OF THE ADJACENT LOT OR LOTS.
  4. PART OF THIS PLAT FALLS IN FLOODPLAIN ZONE "AE" AND IS SUBJECT TO FLOODING. THE FLOODPLAIN ZONE WITH AN ELEVATION IN THIS AREA IS 807' (NAD83) ACCORDING TO THE FLOODPLAIN ZONE MAP OF CASS COUNTY, NORTH DAKOTA. UNLESS OTHERWISE SHOWN IS DERIVED FROM FIELD SURVEY.



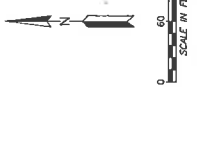
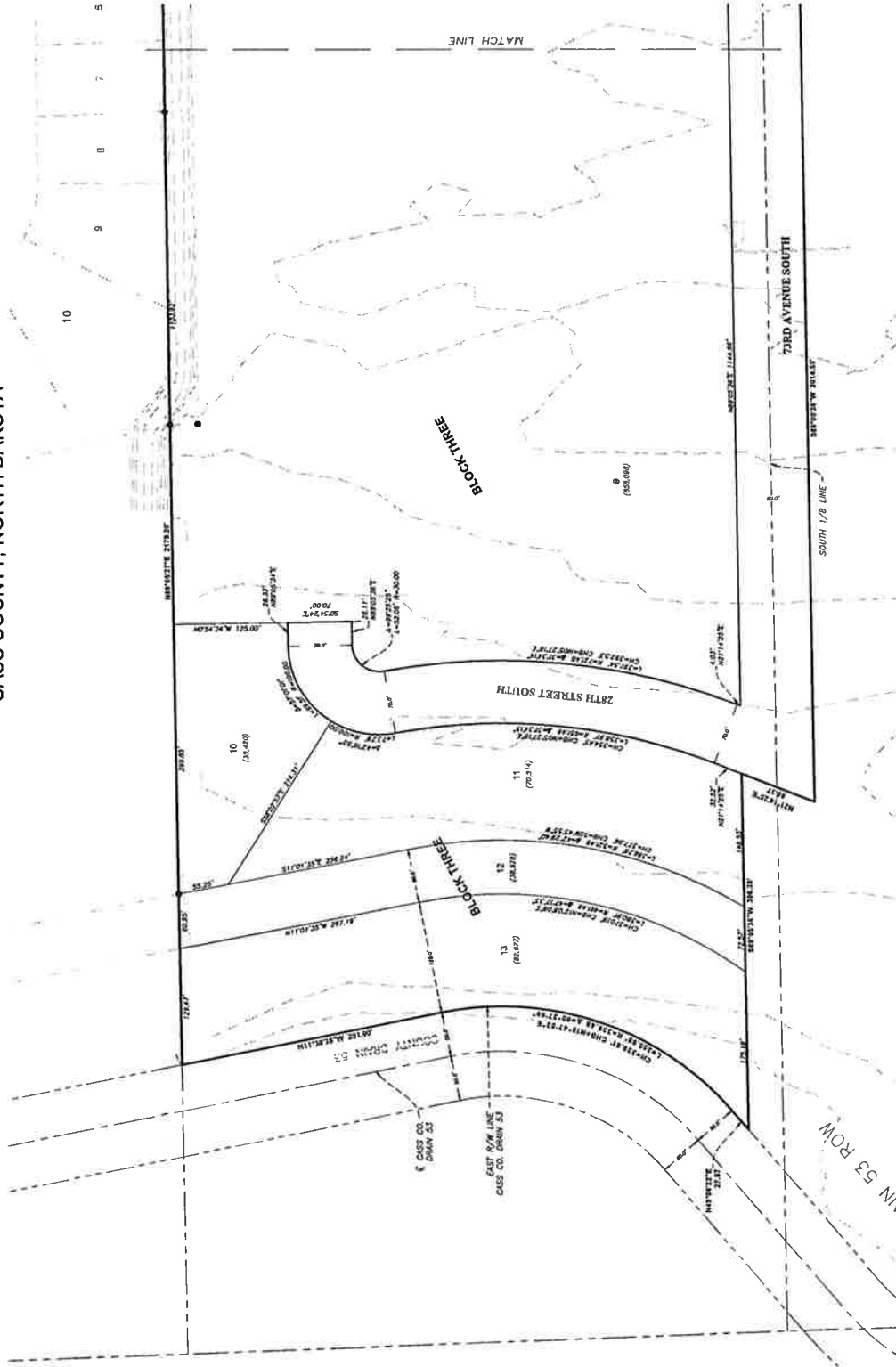
**WENCK ASSOCIATES**

Responsive partner. Exceptional outcomes.

3003 Fletcher Drive  
Fargo, ND 58103  
Ph: 701-297-5900  
Fax: 701-297-5900

# MADELYN'S MEADOWS FIRST ADDITION

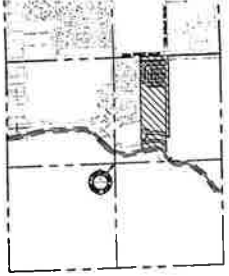
A PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 138 NORTH, RANGE 49 WEST  
TO THE CITY OF FARGO  
CASS COUNTY, NORTH DAKOTA



- LEGEND**
- SET 5/8"x1/4" IRON N/
  - YELLOW PLASTIC CAP 40359
  - FOUND IRON MONUMENT
  - PLAT BOUNDARY
  - LOT LINE
  - EXISTING LOT LINE
  - EXISTING EASEMENT
  - RIGHT-OF-WAY LINE
  - RIGHT-OF-WAY EASEMENT
  - SECTION LINE
  - QUARTER LINE
  - LOT AREA IN SQ. FT. (6,300)

**NOTES:**

- ALL DISTANCES ARE SHOWN AND ARE IN TERMS OF U.S. SURVEY FEET.
- UTILITY EASEMENTS ARE 10' WIDE ALONG AND ADJACENT TO ALL LOTS AND ARE SHOWN WITH DASHED LINES AS SHOWN UNLESS OTHERWISE NOTED.
- NEGATIVE ACCESS DISTANCES, AS NOTED ON THE PLAT, INDICATE THAT THE RIGHT-OF-WAY OR EASEMENT IS LOCATED AS PART OF THE RIGHT-OF-WAY OR EASEMENT OF AN ADJACENT LOT OR LOTS. ACCESS DISTANCES ARE NOT A PART OF THE RIGHT-OF-WAY OR EASEMENT OF THE ADJACENT LOT OR LOTS.



VICINITY MAP  
SECTION 11, T.138N. R.49W.  
NO SCALE

**WENCK ASSOCIATES**  
Responsive partner. Exceptional outcomes.  
303A, 1st St SW, Fargo, ND 58103  
Ph: 701-287-8600  
Fax: 701-287-8600

montgomery goff & bullis



4650 38th Ave S • Suite 110  
Fargo, ND 58104  
PO Box 9199 • 58106-9199  
Phone (701) 281-8001  
Fax (701) 281-8007

**Michael S. Montgomery**  
mike@Bullislaw.com

**John T. Goff**  
john@Bullislaw.com

**James R. Bullis**  
jim@Bullislaw.com

**Kyle G. Pender**  
kyle@Bullislaw.com

Licensed in North Dakota  
and Minnesota

April 19<sup>th</sup>, 2018

**Brenda Derrig**  
City of Fargo Engineering Department  
200 North 3<sup>rd</sup> Street  
Fargo, ND 58102

RE: Madelyn's Meadows – Request for Improvements and  
Protest Waiver  
Our File No.: JRB-1930

Dear Brenda:

I am representing Sitka Investments, LLC and EagleRidge Development, LLC. Please consider this letter and the included exhibit as our official request for improvements for the municipal improvements for the second phase of Bison Meadows Second Addition. The attached exhibit shows the proposed improvement locations. We are requesting improvements for the following locations:

- 26<sup>th</sup> Street South from the current termination on the south side of Golden Valley to 73<sup>rd</sup> Avenue South
- Madelyn's Way from 72<sup>nd</sup> Avenue South to 73<sup>rd</sup> Avenue South
- 72<sup>nd</sup> Avenue South from Madelyn's Way to 26<sup>th</sup> Street South
- 73<sup>rd</sup> Avenue South from 25<sup>th</sup> Street South to the west property line of Lot 1 Block 3 Madelyn's Meadows Addition
- Storm Sewer improvements within 73<sup>rd</sup> Avenue South from the west property line of Lot 1 Block 3 Madelyn's Meadows Addition to 30<sup>th</sup> Street South
- Storm Sewer Improvements within 30<sup>th</sup> Street South from 73<sup>rd</sup> Avenue South to the detention pond expansion within Lot 10 Block 3 Madelyn's Meadows Addition.
- Required LOMR work for the serviced lots within Madelyn's Meadows Addition.

April 19, 2018

Page 2

In addition to the improvement request, we are hereby waiving our right to protest this project. Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Bullis', with a large, sweeping flourish extending to the right and upwards.

James R. Bullis

JRB/kkr  
Enclosure

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-18-K1 Type: Infrastructure Request
Location: Fox First Addition Date of Hearing: 4/30/2018

Routing Date
City Commission 6/18/2018
PWPEC File X
Project File Jason Leonard

The Committee reviewed a communication from Project Manager, Jason Leonard, regarding an infrastructure request for Fox First Addition.

Engineering staff has reviewed the requirements for infrastructure requests and the Developer has met six of the seven requirements. The Developer will work with the Auditor regarding the execution of the Special Assessment Security Agreement and Letter of Credit.

Staff is recommending approval of the infrastructure request to be designed and bid in house contingent upon the execution of the Special Assessment Security Agreement and Letter of Credit.

On a motion by Ben Dow, seconded by Kent Costin, the Committee voted to recommend approval of the infrastructure request contingent upon the execution of the Special Assessment Security Agreement and Letter of Credit.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the infrastructure request contingent upon the execution of the Special Assessment Security Agreement and Letter of Credit.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

Table with 2 columns: Question, Yes/No. Rows include Developer meets City policy for payment of delinquent specials, Agreement for payment of specials required of developer, Letter of Credit required (per policy approved 5-28-13).

COMMITTEE

Table with 4 columns: Name, Present, Yes, No, Unanimous. Rows list committee members: 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.

ATTEST:

C: Kristi Olson

Signature of Brenda E. Derrig, P.E., Division Engineer



## Memorandum

**To:** Members of PWPEC  
**From:** Jason Leonard, Civil Engineer II *JTL*  
**Date:** April 25, 2018  
**Re:** Utility and Paving Infrastructure request for Fox First Addition

---

**Background:**

Attached you will find a request from Guy Fox requesting infrastructure in Fox First Addition as shown on the attached plat. This request is for the design and construction of all City of Fargo Right of Way within the plat.

We have reviewed the requirements for infrastructure requests and the Developer has met six of the seven requirements. The remaining item is as follows:

- The Developer will work with the Auditor regarding the execution of the Special Assessment Security Agreement and letter of credit.

**Recommended Motion:**

Approve the request for utilities and paving contingent upon meeting the execution of the Special Assessment Security Agreement and letter of credit and direct Engineering to start design.



April 20, 2018

**Re: Fox First Addition – Request for Improvements**

Jason,

May I please use this letter as a formal request for improvements for the municipal improvements for the Fox First Addition? I have attached a drawing by Wenck Associates showing the proposed improvements location.

By this letter, we are requesting to waive our right to protest the improvements. We are also requesting that this bid as soon as possible. Thank you for your considerations.

Warm Regard,



Guy Fox  
GBF Investments  
4900 19<sup>th</sup> Ave N  
Fargo, ND 58102  
701.361.1919 cell





City of Fargo, ND

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

### Fox First Addition

1:4,514

4/25/2018 8:00:11 AM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.





COVER SHEET  
CITY OF FARGO PROJECTS

30-1

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Improvement District as it will appear in the Contract:

SANITARY SEWER, WATER MAIN, STORM SEWER, CONCRETE CURB & GUTTER,  
ASPHALT PAVEMENT, SITE GRADING, STREET LIGHTING & INCIDENTALS

Improvement District No. BN-18-F

Call For Bids June 18, 2018

Advertise Dates June 25 & July 2, 2018

Bid Opening Date July 11, 2018

Substantial Completion Date October 15, 2018

Final Completion Date November 15, 2018

- PWPEC Report (Attach Copy)
- Engineer's Report (Attach Copy)
- Direct City Auditor to Advertise for Bids
- Bid Quantities (Attach Copy for Auditor's Office Only)
- Notice to Property Owners (Dan Eberhardt)

Project Engineer Jason Leonard

Phone No. 241-1545

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

- Create District (Attach Copy of Legal Description)
- Order Plans & Specifications
- Approve Plans & Specifications
- Adopt Resolution of Necessity
- Approve Escrow Agreement (Attach Copy for Commission Office Only)
- Assessment Map (Attach Copy for Auditor's Office Only)

**PUBLIC WORKS PROJECTS EVALUATION COMMITTEE**

Improvement District No. BN-18-F1 Type: Infrastructure Request

Location: Madelyn's Meadows Date of Hearing: 4/2/2018

<u>Routing</u>	<u>Date</u>
City Commission	6/18/2018
PWPEC File	X
Project File	<u>Brenda Derrig</u>

The Committee reviewed a communication from Division Engineer, Brenda Derrig, regarding infrastructure for Madelyn's Meadows First Addition. The project area is currently outside of our city limits; however, the Developer would be submitting an annexation request to City Commission as early as April 23<sup>rd</sup>.

Engineering staff determined that to meet the needs of the developer we would need to go through the MSA for design. The design would occur prior to the annexation along with the creation of the project. The City would incur costs associated with the design of the project if the annexation does not move forward.

During the PWPEC Committee discussion, the Developer offered to enter into a Developer Agreement for reimbursement if the annexation is not approved.

Staff is recommending approval.

On a motion by Bruce Grubb, seconded by Brenda Derrig, the Committee voted to recommend approval of project creation and use of the MSA for design contingent upon Developer Agreement for reimbursement.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve project creation and use of the MSA for design contingent upon Developer Agreement for reimbursement.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments


	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	<u>        </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

	Present	Yes	No	Unanimous
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" 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

## ENGINEER'S REPORT

SANITARY SEWER, WATER MAIN, STORM SEWER, CONCRETE CURB & GUTTER,  
ASPHALT PAVEMENT, SITE GRADING, STREET LIGHTING AND INCIDENTALS

## IMPROVEMENT DISTRICT NO. BN-18-F

**Nature & Scope**

This project is for new construction of underground utilities, asphalt pavement, street lights and incidentals on 72<sup>nd</sup> Avenue South, 73<sup>rd</sup> Avenue South, 26<sup>th</sup> Street South, 30<sup>th</sup> Street South and Madelyn Way South.

**Purpose**

This project will allow for development of the land within the Madelyn's Meadows First Addition as requested by the developer.

**Feasibility**

The estimated cost of construction is \$1,892,924.40.

The costs for the improvement district are estimated as follows:

**City of Fargo Special Assessed Costs**

<b><u>Estimated Construction Cost:</u></b>	\$ 1,666,002.40
Engineering Fees (7%):	\$ 116,620.17
Legal & Misc Fees (3%):	\$ 49,980.07
Administration Fees (6%):	\$ 99,960.14
Interest Fees (4%):	\$ 66,640.10
<b>Total Estimated Assessed Cost:</b>	<b>\$ 1,999,202.88</b>

**Cass Rural Water Special Assessment Cost**

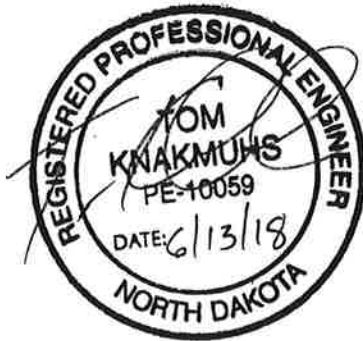
<b><u>Estimated Construction Cost:</u></b>	\$ 226,922.00
Engineering Fees (7%):	\$ 15,884.54
Legal & Misc Fees (3%):	\$ 6,807.66
Administration Fees (6%):	\$ 13,615.32
Interest Fees (4%):	\$ 9,076.88
<b>Total Estimated Assessed Cost:</b>	<b>\$ 272,306.40</b>


**Fees**

<u>Summary of Fees</u>	
Engineering Fees	\$ 132,504.71
Outside Engineering Fees	\$ 38,000.00
Legal & Misc. Fees	\$ 56,787.73
Administration Fees	\$ 113,575.46
Interest Fees	\$ 75,716.98
<b>Total Estimated Fees</b>	<b>\$ 416,584.88</b>

**Total Estimated Construction Cost with Fees: \$ 2,309,509.28**

We believe this project to be cost effective.



  
Thomas Knakmuhs, P.E.  
Division Engineer

CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

SANITARY SEWER, WATER MAIN, STORM SEWER, CONCRETE CURB & GUTTER, ASPHALT  
PAVEMENT, SITE GRADING, STREET LIGHTING & INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-18-F

LOCATION:

On 72<sup>nd</sup> Avenue South just south of the southern line of Golden Valley 1<sup>st</sup> Addition.  
On 73<sup>rd</sup> Avenue South, just west of 25<sup>th</sup> Street South to Cass County Drain 53.  
On 26<sup>th</sup> Street South between 73<sup>rd</sup> Avenue South and the southern line of Golden Valley 1<sup>st</sup> Addition.  
On 30<sup>th</sup> Street South between 72<sup>nd</sup> Avenue South and 73<sup>rd</sup> Avenue South.  
On Madelyn Way South.

COMPRISING:

Lots 1 through 16, Block 1.

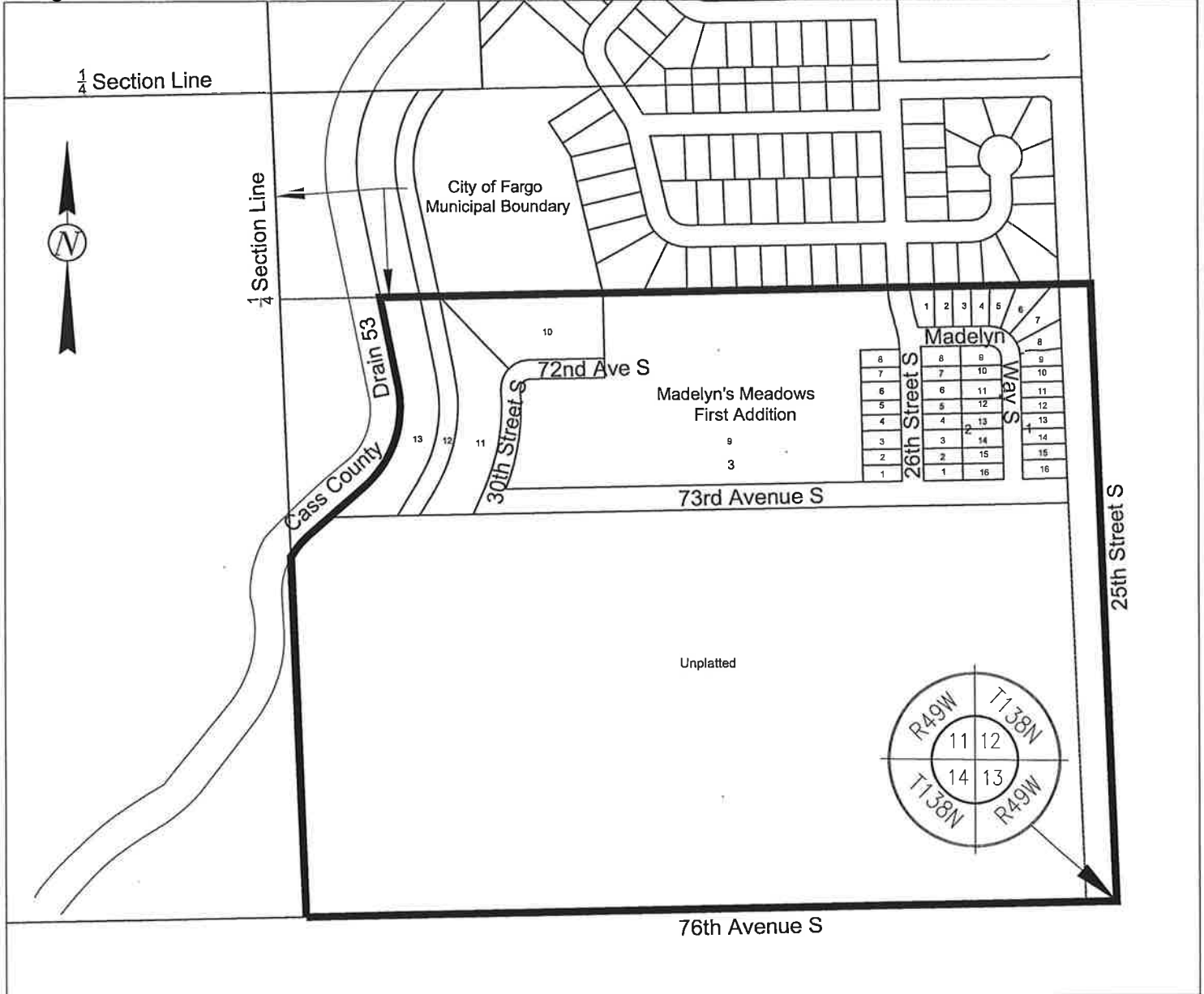
Lots 1 through 18, Block 2.

Lots 1 through 13, Block 3.

All platted in Madelyn's Meadows First Addition.

All of the unplatted land in south east quarter section of T138N R49W Section 11 line east of Cass  
County Drain 53. A portion of which is to be platted as Madelyn's Meadows First Addition.

All of the foregoing located in City of Fargo ET, Cass County, North Dakota.



CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

SANITARY SEWER, WATER MAIN, STORM SEWER, CONCRETE CURB &  
GUTTER, ASPHALT PAVEMENT, SITE GRADING, STREET LIGHTING  
& INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-18-F

THE ASSESSMENT DISTRICT ABOVE IS A FUTURE  
BENEFITING AREA OUTSIDE CITY LIMITS

COVER SHEET  
CITY OF FARGO PROJECTS

30-2

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Improvement District as it will appear in the Contract:

Storm Sewer, PC Concrete Paving, Street Lights & Incidentals

Improvement District No. BN-18-K

Call For Bids June 18, 2018

Advertise Dates June 25 & July 2, 2018

Bid Opening Date July 11, 2018

Substantial Completion Date October 15, 2018

Final Completion Date November 15, 2018

- PWPEC Report (Attach Copy)
- Engineer's Report (Attach Copy)
- Direct City Auditor to Advertise for Bids
- Bid Quantities (Attach Copy for Auditor's Office Only)
- Notice to Property Owners (Dan Eberhardt)

Project Engineer Jason Leonard

Phone No. 241-1545

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

- Create District (Attach Copy of Legal Description)
- Order Plans & Specifications
- Approve Plans & Specifications
- Adopt Resolution of Necessity
- Approve Escrow Agreement (Attach Copy for Commission Office Only)
- Assessment Map (Attach Copy for Auditor's Office Only)



REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-18-K1 Type: Infrastructure Request  
 Location: Fox First Addition Date of Hearing: 4/30/2018

<u>Routing</u>	<u>Date</u>
City Commission	<u>6/18/2018</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Leonard</u>

The Committee reviewed a communication from Project Manager, Jason Leonard, regarding an infrastructure request for Fox First Addition.

Engineering staff has reviewed the requirements for infrastructure requests and the Developer has met six of the seven requirements. The Developer will work with the Auditor regarding the execution of the Special Assessment Security Agreement and Letter of Credit.

Staff is recommending approval of the infrastructure request to be designed and bid in house contingent upon the execution of the Special Assessment Security Agreement and Letter of Credit.

On a motion by Ben Dow, seconded by Kent Costin, the Committee voted to recommend approval of the infrastructure request contingent upon the execution of the Special Assessment Security Agreement and Letter of Credit.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the infrastructure request contingent upon the execution of the Special Assessment Security Agreement and Letter of Credit.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments


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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" 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"/>	<u>Mark Williams</u>
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Ryan Erickson</u>
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:

C: Kristi Olson

  
 Brenda E. Derrig, P.E.  
 Division Engineer

ENGINEER'S REPORT

STORM SEWER, PC CONCRETE PAVING, STREET LIGHTS & INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-18-K

**Nature & Scope**

This project is for new construction of underground utilities, concrete pavement, street lights and incidentals on Sheyenne Loop North.

**Purpose**

This project will allow for development of the land within the Fox First Addition as requested by the developer.

**Feasibility**

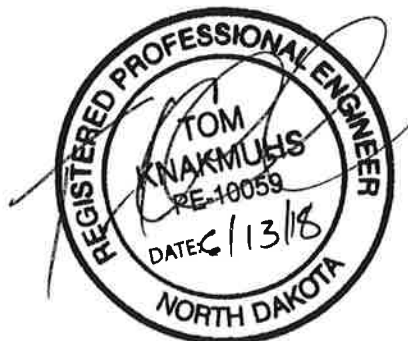
The estimated cost of construction is \$382,704.90.

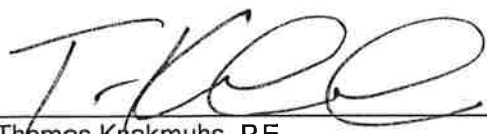
The costs for the improvement district are estimated as follows:

**City of Fargo Special Assessed Costs**

<b><u>Estimated Construction Cost:</u></b>	\$	382,704.90
Engineering Fees (11%):	\$	42,097.54
Legal & Misc Fees (3%):	\$	11,481.15
Administration Fees (6%):	\$	22,962.29
Interest Fees (4%):	\$	<u>15,308.20</u>
Total Estimated Assessed Cost:	\$	474,554.08

We believe this project to be cost effective.



  
Thomas Knakmuhs, P.E.  
Division Engineer

CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

STORM SEWER, PC CONCRETE PAVING, STREET LIGHTS & INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-18-K

LOCATION:

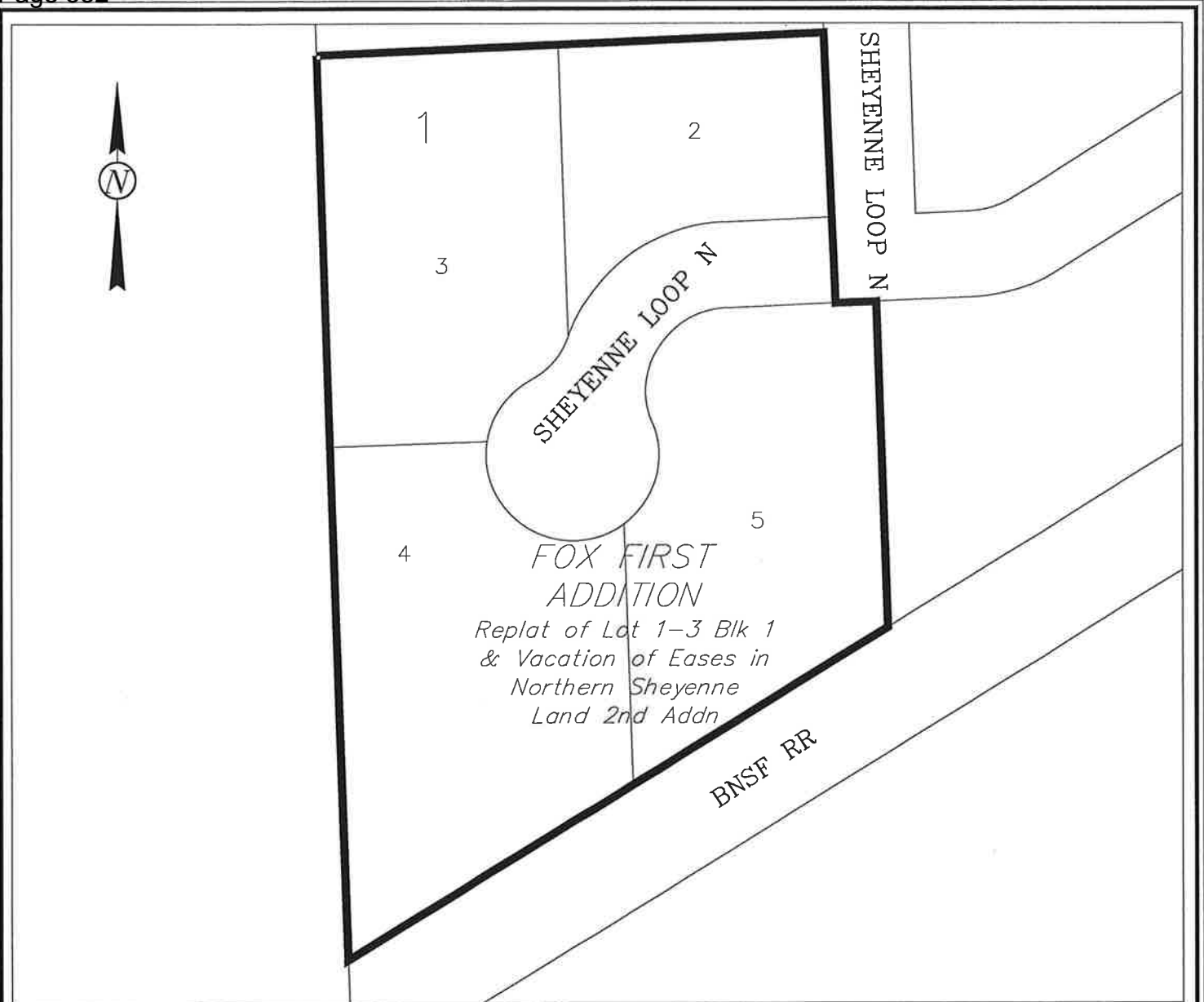
On Sheyenne Loop North, west of north leg of Sheyenne Loop North, just south of 19<sup>th</sup> Avenue North.

COMPRISING:

Lots 2 through 5, Block 1.

All platted in Fox First Addition.

All of the foregoing located in the City of Fargo, Cass County, North Dakota.



CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

STORM SEWER, PC CONCRETE PAVING, STREET LIGHTS  
& INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-18-K