

FARGO CITY COMMISSION AGENDA
Monday, June 4, 2018 - 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, May 21, 2018).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 1st reading of 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.
- 2. Site Authorizations for Games of Chance:
 - a. North Dakota Association for the Disabled, Inc. at Bulldog Tap, O’Kelly’s, Shotgun Sally’s Rock N Roll Saloon and Hennessy’s Irish Pub.
 - b. Prairie Public Broadcasting, Inc. at Dempsey’s and Tailgators.
 - c. Boys and Girls Club of the Red River Valley at Red River Lanes and Pickled Parrot.
 - d. Horse Race North Dakota at Herd and Horns, Chub’s Pub, Labby’s Bar and Grill and Sickies Garage.
 - e. Sharehouse, Inc. at Rick’s Bar and Grill, Woody’s, The Round Up Saloon, Bismarck Tavern and Alibi’s/Baymont.
 - f. Special Olympics North Dakota at Rooters Bar.
 - g. West Fargo Hockey Association at Fort Noks.
- 3. Applications for Games of Chance:
 - a. Fargo Lions Club for a calendar sports pool from 9/10/18 to 12/24/18.
 - b. River Keepers for a raffle on 6/18/18.
 - c. Henrik Westerholm Benefit for a raffle on 6/22/18; Public Spirited Resolution.
 - d. TNT Kid’s Fitness for a raffle on 7/6/18.
- 4. Tax exemptions for improvements made to buildings:
 - a. Brandyn J. and Kimberley A. Sauer, 1313 17th Street South (3 year).
 - b. Joseph and Jaime Foertsch, 104 Prairiewood Drive South (3 year).
 - c. Kjera Properties I LLC, 1416 1st Avenue South (5 year).
 - d. Kjera Properties III LLC, 820 12th Street South (5 year).
 - e. Kjera Properties III LLC, 1012 8th Avenue South (5 year).
- 5. Request for Proposal for Parking Services.
- 6. Request for Proposal for Merchant Credit Card Processing.

7. Fire Department and Police Department Training MOU with Xcel Energy.
8. Vehicle lease agreement with CapFirst Equipment Finance.
9. Notice of Grant Award with the ND Department of Health for Public Health Emergency Preparedness/Emergency Preparedness and Response Statewide Management Team (CFDA #93.074).
10. Notice of Grant Award with the ND Department of Health for Public Health Emergency Preparedness All Hazards Allocation (CFDA #93.074).
11. Notice of Grant Award with the ND Department of Health for the Public Health Emergency Preparedness City Readiness Initiative (CFDA #93.074).
12. Addendum Contract Agreement with AE2S to provide marketing and communication for the breastfeeding initiatives.
13. Updates to Drug and Alcohol Policies (400-008 and 400-008B).
14. Sole Source Procurement and Contract for Natural Resources Management Research for the Fargo Project (SSP No. 18184).
15. Resolution Approving Plat of Valley View Eighth Addition.
16. Summer 2018 Food Truck pilot program to operate between 7/14/18 and 10/27/18.
17. Reciprocal Easement Agreement with HomeField 2, LLP.
18. 2018 Community Development Block Grant and HOME Partnership allocations from the US Department of Housing and Urban Development.
19. 15-Minute Parking for three parking spaces in front of the Radisson Hotel.
20. Sole Source Procurement for the purchase of a Leica Geosystems Scanstation PS30 (SSP No. 18183).
21. Request for an extended leave of absence for Oscar Tronnes.
22. Change orders for the City Hall Project:
 - a. No. 22 for an increase of \$4,064.00 for the general construction contract.
 - b. No. 23 for an increase of \$7,833.00 for the general construction contract.
 - c. No. 24 for an increase of \$23,119.00 for the general construction contract.
23. Cost Share Agreement with the Fargo Park District for Shared Use Path (Project No. MP-18-A1).
24. Emergency Storm Sewer Spot Repair (25th Avenue South and 26th Street South).
25. Bid awards for Project Nos. FM-15-K1 and SN-18-B2.
26. Proposed minor changes to the Fargo Metro Area Transit Routes.
27. Remediation Coordination and Road Use Agreement with NSP.

28. Contract and bond for SW18-01.
29. Bills.
30. Change Order No. 3 and Time Extension to 9/27/18 for Improvement District No. BN-17-A1.
31. Change Order No. 5 and Time Extension to 8/2/18 for Improvement District No. BN-17-B1
32. Bid award for Improvement District No. BR-18-H1.
33. Contracts and bonds for Improvement District Nos. BN-18-B1, BR-18-G2, PN-18-A1 and TN-18-A1.

REGULAR AGENDA:

34. Lenny Tweeden would like to briefly address the Commission regarding a minimum wage ordinance.
35. Discuss the Public Works Projects Evaluation Committee's design decision for the Main Avenue street reconstruction (Improvement District No. BR-18-A1).
36. Public Hearings - 5:15 pm:
 - a. Valley View Fourth Addition (3651 56th Street South); approval recommended by the Planning Commission on 5/1/18:
 1. Zoning Change from MR-1, Multi-Dwelling Residential to SR-5, Single-Dwelling Residential.
 2. 1st reading of rezoning Ordinance.
 3. Plat of Valley View Fourth Addition.
 - b. Ohmers Addition (1401, 1407, 1409, 1413 and 1415 8th Street North and 1402, 1406, 1410, 1412, 1414 and 1420 7th Street North); approval recommended by the Planning Commission on 5/1/18:
 1. Zoning Change from SR-3, Single-Dwelling Residential to P/I, Public and Institutional with a C-O, Conditional Overlay.
 2. 1st reading of rezoning Ordinance.
 - c. Simonson First Addition (3825 53rd Avenue South): approval recommended by the Planning Commission on 2/6/18:
 1. Zoning Change to repeal and re-establish a C-O, Conditional Overlay.
 2. 1st reading of rezoning Ordinance.
 3. Plat of Simonson First Addition.
37. 2nd reading and final adoption of an Ordinance Amending Section 25-1509.2, of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Alcoholic Beverages; 1st reading on 5/21/18.
38. Receive and file an Ordinance Amending Section 25-1506, of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Alcoholic Beverages.
39. Recommendations for appointments to the following Boards and Commissions:
 - a. Board of Appeals.
 - b. Board of Adjustment.
 - c. Civil Service Commission.

- d. Special Assessment Commission.
- e. Native American Commission.
- f. Arts and Culture Commission.

- 40. State Water Commission requests for Cost Reimbursement for FM Diversion Flood Project Costs:
 - a. Costs totaling \$476,342.00.
 - b. Costs totaling \$43,032.00.

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

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

1

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 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 1st through December 31st, calendar year.~~

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Amendment.

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

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

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

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

Section 3. Repeal.

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

Section 4. Repeal.

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

Section 5. Amendment.

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

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

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

- 1. ~~For the first excessive alarm, the sum of \$50.~~ False Alarm 1-3 \$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:

2a



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 **North Dakota Association For The Disabled, Inc.**

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 Bulldog Tap			
Street 4265 45th St S	City Fargo	ZIP Code 58104	County Cass
Beginning Date(s) Authorized 7/1/18	Ending Date(s) Authorized 6/30/19	Number of twenty-one tables if zero, enter "0": 2	
Specific location where games of chance will be conducted and played at the site (required) Gaming will be conducted in the entire bar (excluding restrooms).			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 6/4/18
PRINT 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.
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 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

202



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 **North Dakota Association For The Disabled, Inc.**

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 O'Kelly's			
Street 3800 Main Ave	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 7/1/18	Ending Date(s) Authorized 6/30/19	Number of twenty-one tables if zero, enter "0": 2	
Specific location where games of chance will be conducted and played at the site (required) Gaming will be conducted in the entire bar (excluding restrooms).			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input checked="" type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
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Attorney General	Date
Signature of City/County Official	Date 6/4/18
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	

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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 **North Dakota Association For The Disabled, Inc.**

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 Shotgun Sally's Rock N Roll Saloom			
Street 1515 42nd St S	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 7/1/18	Ending Date(s) Authorized 6/30/19	Number of twenty-one tables if zero, enter "0": 2	
Specific location where games of chance will be conducted and played at the site (required) Gaming will be conducted in the entire bar (excluding restrooms).			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

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<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" 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 checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 6/4/18
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	

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

2a4

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

Full, Legal Name of Gaming Organization **North Dakota Association For The Disabled, Inc.**

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 Hennessy's Irish Pub			
Street 4323 45th St S	City Fargo	ZIP Code 58104	County Cass
Beginning Date(s) Authorized 7/1/18	Ending Date(s) Authorized 6/30/19	Number of twenty-one tables if zero, enter "0": 1	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) Gaming will be conducted in the entire bar (excluding restrooms).			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
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APPROVALS

Attorney General	Date
Signature of City/County Official	Date 6/4/18
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	

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

26

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

Full, Legal Name of Gaming Organization **Prairie Public Broadcasting, Inc**

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 Dempsey's			
Street 226 Broadway	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 7/1/18	Ending Date(s) Authorized 6/30/19	Number of twenty-one tables if zero, enter "0": 2	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) Games are conducted and played throughout the entire facility, excluding the restroom.			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (If restricted)	Hours of gaming (If restricted)
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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
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<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 6/4/18
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague	

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

262

G- _____ (_____) _____ Site License Number (Attorney General Use Only)
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Full, Legal Name of Gaming Organization Prairie Public Broadcasting, Inc

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 Tailgators			
Street 1322 Main Ave	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 7/1/18	Ending Date(s) Authorized 6/30/19		Number of twenty-one tables if zero, enter "0": 1
Specific location where games of chance will be conducted and played at the site (required) Games are conducted and played throughout the entire facility, excluding the restroom.			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 6/4/18
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	

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 600 E Boulevard Ave, Dept. 125
 Bismarck, ND 58505-0040
 Telephone: 701-328-2329 OR 800-326-9240



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

2c

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

Full, Legal Name of Gaming Organization **Boys & Girls Club of the Red River Valley**

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 Red River Lanes			
Street 707 28th Avenue North	City Fargo	ZIP Code 58102	County CASS
Beginning Date(s) Authorized 7/1/18		Ending Date(s) Authorized 6/30/19	Number of twenty-one tables if zero, enter "0": 2
Specific location where games of chance will be conducted and played at the site (required) Entire lounge area, excluding restrooms and entryways			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 6/4/18
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	

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

262

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

Full, Legal Name of Gaming Organization **Boys & Girls Club of the Red River Valley**

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 Pickled Parrot			
Street 505 3rd Avenue North	City Fargo	ZIP Code 58102	County CASS
Beginning Date(s) Authorized 7/1/18		Ending Date(s) Authorized 6/30/19	Number of twenty-one tables if zero, enter "0": 2
Specific location where games of chance will be conducted <u>and</u> played at the site (required) Entire lounge area including patio, excluding restrooms and entryways			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 6/4/18
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GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

2d

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

Full, Legal Name of Gaming Organization **Horse Race North Dakota**

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 Herd & Horns			
Street 1414 12th Avenue North	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 7/1/18	Ending Date(s) Authorized 6/30/19	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site (required) Games will be conducted and played in the bar area, excluding restrooms			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 6/4/18
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GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

202

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

Full, Legal Name of Gaming Organization **Horse Race North Dakota**

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 Chub's Pub			
Street 421 N University Drive	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 7/1/18	Ending Date(s) Authorized 6/30/19	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site (required) Games will be conducted and played in the bar area, excluding restrooms			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 6/4/18
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GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

2d3

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

Full, Legal Name of Gaming Organization **Horse Race North Dakota**

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 Labby's Bar & Grill			
Street 1100 19th Avenue North	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 7/1/18		Ending Date(s) Authorized 6/30/19	Number of twenty-one tables if zero, enter "0": 0
Specific location where games of chance will be conducted and played at the site (required) Games will be conducted and played in the bar area, excluding restrooms			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

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

APPROVALS

Attorney General	Date
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GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

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

Full, Legal Name of Gaming Organization **Horse Race North Dakota**

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 Sickies Garage - Fargo			
Street 3431 Fiechtner Drive S	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 7/1/18	Ending Date(s) Authorized 6/30/19	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site (required) Games will be conducted and played in the bar area, excluding restrooms			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 6/4/18
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GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

2e

G-0665(_____)____
 Site License Number
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization Sharehouse Inc.

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 <u>Rick's Bar and Grill</u>			
Street <u>2721 Main Ave.</u>	City <u>Fargo</u>	ZIP Code <u>58103</u>	County <u>Cass</u>
Beginning Date(s) Authorized <u>7-1-2018</u>	Ending Date(s) Authorized <u>6-30-2019</u>	Number of twenty-one tables if zero, enter "0": <u>1</u>	
Specific location where games of chance will be conducted and played at the site (required) <u>Central and South bar area conducted Played in entire bar area (excluding restrooms)</u>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

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

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

APPROVALS

Attorney General	Date
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GAMING SITE AUTHORIZATION
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 SFN 17996 (02/2018)

2e2

G-0665()
 Site License Number
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization Sharehouse Inc.

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 <u>Woody's</u>			
Street <u>1550 32nd Ave. S.</u>	City <u>Fargo</u>	ZIP Code <u>58103</u>	County <u>Cass</u>
Beginning Date(s) Authorized <u>7-1-2018</u>	Ending Date(s) Authorized <u>6-30-2019</u>	Number of twenty-one tables if zero, enter "0": <u>1</u>	
Specific location where games of chance will be conducted and played at the site (required) <u>Games conducted in North Wall area and played in the entire bar area (excluding restrooms)</u>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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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"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input checked="" type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General	Date
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 SFN 17996 (02/2018)

2e3

G-0665(_____)_____
 Site License Number
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization Sharehouse Inc.

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 <u>The Round Up Saloon -</u>			
Street <u>4501 Urban Plains Dr.</u>	City <u>Fargo</u>	ZIP Code <u>58104</u>	County <u>Cass</u>
Beginning Date(s) Authorized <u>7-1-2018</u>		Ending Date(s) Authorized <u>6-30-2019</u>	
Specific location where games of chance will be conducted and played at the site (required) <u>Conducted along west and north walls and played in entire bar area (excluding restrooms)</u>		Number of twenty-one tables if zero, enter "0": <u>1</u>	
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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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"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input checked="" type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
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APPROVALS

Attorney General	Date
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GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

2e4

G-0665(_____)_____
 Site License Number
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization Sharehouse Inc.

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 <u>Bismarck Tavern</u>			
Street <u>522 Broadway</u>	City <u>Fargo</u>	ZIP Code <u>58102</u>	County <u>Cass</u>
Beginning Date(s) Authorized <u>7-1-2018</u>	Ending Date(s) Authorized <u>6-30-2019</u>	Number of twenty-one tables if zero, enter "0": <u>1</u>	
Specific location where games of chance will be conducted and played at the site (required) <u>Conducted in North East corner and west wall area and played in entire bar area (excluding restrooms)</u>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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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"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input checked="" type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
<u>Steven Sprague/City Auditor</u>	<u>6/4/18</u>

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GAMING SITE AUTHORIZATION
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2e5

G-0665()
 Site License Number
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization Sharehouse Inc.

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 <u>Alibis/Baymont</u>			
Street <u>1340 21st Ave. S</u>	City <u>Fargo</u>	ZIP Code <u>58103</u>	County <u>Cass</u>
Beginning Date(s) Authorized <u>7-1-2018</u>		Ending Date(s) Authorized <u>6-30-2019</u>	
Number of twenty-one tables if zero, enter "0": <u>5</u>			
Specific location where games of chance will be conducted and played at the site (required) <u>Conducted in south west bar area and played in entire bar area (excluding restrooms)</u>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
	<u>6/4/18</u>
PRINT Name and official position of person signing on behalf of city/county above <u>Steven Sprague/City Auditor</u>	

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



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

2f

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

Full, Legal Name of Gaming Organization **SPECIAL OLYMPICS NORTH DAKOTA**

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 ROOTERS BAR			
Street 107 BROADWAY	City FARGO	ZIP Code 58102	County CASS
Beginning Date(s) Authorized 7/1/18		Ending Date(s) Authorized 6/30/19	Number of twenty-one tables if zero, enter "0": 2
Specific location where games of chance will be conducted and played at the site (required) ENTIRE BAR EXCEPT RESTROOMS			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 6/4/18
PRINT 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



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

29

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

Full, Legal Name of Gaming Organization West Fargo Hockey Association

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 <u>Fort Noks</u>			
Street <u>52 Broadway</u>	City <u>Fargo</u>	ZIP Code <u>58102</u>	County <u>Cass</u>
Beginning Date(s) Authorized <u>July 1 2018</u>	Ending Date(s) Authorized <u>June 30 2019</u>	Number of twenty-one tables if zero, enter "0": <u>1</u>	
Specific location where games of chance will be conducted and played at the site (required) <u>North East corner of the bar</u>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
	<u>6/4/18</u>
PRINT Name and official position of person signing on behalf of city/county above <u>Steven Sprague/City Auditor</u>	

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)

3a

\$25.00
 ✓ 2348
 5-21-18

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

Name of Non-profit Organization Fargo Lens Club		Date(s) of Activity 9/10/18 to 12/24/18		For a raffle, provide drawing date(s):	
Person Responsible for the Gaming Operation and Disbursement of Net Income BRIAN GRAVE		Title Treasurer		Business Phone Number 701-200-5908	
Business Address PO Box 21		City Fargo		State ND	Zip Code 58107
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted Radisson Hotel Fargo		Site Address 260 4th St			
City Fargo		State ND	Zip Code 58102	County Cass	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.					
<input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input checked="" type="checkbox"/> Sports Pool Calendar <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
Calendar sports pool	100 square books for Monday Night Football Games during regular season (16 weeks)	\$20 for each book gives 1 in 100 chance of winning for each of 16 games. prize payout is \$50.00 in cash anticipate selling 1,200 books. 12 winners each week. Weekly payout \$600 Max \$9,600 for season

Game Type	Description of Prize	Retail Value of Prize

Total: (Limit \$12,000 per year) \$ **9,600 total** (page)

Intended uses of gaming proceeds: philanthropic giving in Fargo Community - sight assistance

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 5/21/18	Title Treasurer	Business Phone Number 701-200-5908
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36

VCC 25.00
5/25/18



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 River Keepers		Date(s) of Activity to	For a raffle, provide drawing date(s): 6-18-18	
Person Responsible for the Gaming Operation and Disbursement of Net Income Christine Holland		Title Exec. Directo	Business Phone Number (701) 235-2895	
Business Address 120 28 Ave N., Ste. B 1120 28 Av N Ste B		City Fargo	State ND	Zip Code 58102-1334
Mailing Address (if different)		City	State	Zip Code
Name of Site Where Game(s) will be Conducted Edgewood Golf Course		Site Address 19 Golf Course Rd		
City Fargo		State ND	Zip Code 58102-xxxx	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	\$0/50	\$1,000.00			
Total: \$					1,000.00

Intended uses of gaming proceeds: River Keepers educational outreach

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

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

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ 1,825.00 . This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official <i>Christine Holland</i>	Date 5/25/2018	Title Executive Director	Business Phone Number (701) 235-2895
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APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT
 OFFICE OF ATTORNEY GENERAL
 SFN 9338 (08/2016)

30 CC-25.00
 5/29/18

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

Name of Non-profit Organization Henrik Westerholm Benefit		Date(s) of Activity 6-22-18	For a raffle, provide drawing date(s): 6-22-18	
Person Responsible for the Gaming Operation and Disbursement of Net Income Stephanie Astrup		Title Chair	Business Phone Number 701-301-6463	
Business Address 2802 Lilac Ln.		City Fargo	State ND	Zip Code 58102
Mailing Address (if different)		City	State	Zip Code
Name of Site Where Game(s) will be Conducted El Zagel Shrine		Site Address 1429 3rd St. N.		
City Fargo		State ND	Zip Code 58102	County Cass
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input checked="" type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *				

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
50/50	Cash	1,000 -			
Total:					(Limit \$12,000 per year) \$

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 1-800-326-9240.

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>Stephanie Astrup</i>	Date 5/29/18	Title volunteer chair	Business Phone Number 701-301-6463
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3d

\$25.00
CC
5-30-18



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 TNT Kid's Fitness	Date(s) of Activity 6/1/18 to 7/2/18	For a raffle, provide drawing date(s): 7/6/18	
Person Responsible for the Gaming Operation and Disbursement of Net Income Sara Mazingo	Title Owner (M.F.)	Business Phone Number 702-834-9598	
Business Address 2800 Main Ave	City Fargo	State ND	Zip Code 58103
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted CrossFit IceHouse	Site Address 1622 1st Ave N.		
City Fargo	State ND	Zip Code 58102	County Cass
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit			
<input type="checkbox"/> Bingo <input 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	2 CrossFit Games Tickets	\$500			
Total:					(Limit \$12,000 per year) \$ 500

Intended uses of gaming proceeds: The proceeds will go towards the training costs for teenagers and adults with special needs.

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: \$ 0. This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official <i>Sara Mazingo</i>	Date 5/30/18	Title Executive Director	Business Phone Number 702 834 9598
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4a

ASSESSMENT DEPARTMENT

May 11, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1313 17 St. S as submitted by Brandyn J. & Kimberley A. Sauer. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$145 with the City of Fargo's share being \$20.

Sincerely,

A handwritten signature in cursive script that reads "Ben Hushka".

Ben Hushka
City Assessor

hah
attachment

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

Property Identification

1. Name of Property Owner Brandy n & Kimberly S. [initials] Phone No. _____

2. Address of Property 1313 17 St. S.

City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. _____
N 65' of S 1117.07 ft of Lt. 1 Grants Subd.

4. Parcel Number 01-1070-00040-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner 1313 17 St. S.

City Fargo State ND Zip Code 58103

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). _____
gress windows & Lower level finish

7. Building Permit No. 17122 & 171212 8. Year Built 1969

9. Date of Commencement of making the improvement ~~7/18/17~~ 6/1/17

10. Estimated market value of property before improvement \$ 158,700

11. Cost of making the improvement (all labor, material and overhead) \$ 12,000

12. Estimated market value of property after improvement \$ 167,100

Applicant's Certification and Signature

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

Applicant's Signature Brandy n S Date 5/3/18

Assessor's Determination

14. The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reason(s): 3 YEARS FOR QUALIFYING WORK

Assessor's Signature [Signature] Date 5/14/18

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____



4b

ASSESSMENT DEPARTMENT

May 18, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 104 Prairiewood Dr. S as submitted by Joseph & Jaime Foertsch. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$320 with the City of Fargo's share being \$55.

Sincerely,

Ben Hushka
City Assessor

hah
attachment

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

Property Identification

1. Name of Property Owner	<u>Joseph & Jaime Foertsch</u>	Phone No.	<u>640-3211</u>
2. Address of Property	<u>104 Prairiewood Dr S</u>		
City	<u>FARGO</u>	State	<u>ND</u> Zip Code <u>58103</u>
3. Legal description of the property for which the exemption is being claimed.	<u>LT 5 BLK 17 Prairiewood</u>		
4. Parcel Number	<u>01-2330-02080-000</u>	Residential <input checked="" type="checkbox"/>	Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>
5. Mailing Address of Property Owner	<u>Same</u>		
City	_____	State	_____ Zip Code _____

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	<u>Ceramic tile flooring in Foyer, LR, DR, K/DA, & hallways Kitchen remodel. 1/2 Bath remodel.</u>		
7. Building Permit No.	<u>189000</u>	8. Year Built	<u>1985</u>
9. Date of Commencement of making the improvement	<u>4-1-17</u>		
10. Estimated market value of property before improvement	\$ _____		
11. Cost of making the improvement (all labor, material and overhead)	\$ <u>25,000.00</u>		
12. Estimated market value of property after improvement	\$ _____		

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
Applicant's Signature <u>[Signature]</u> Date <u>4-2-18</u>

Assessor's Determination

14. The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s): <u>3 YEARS FOR QUALIFYING WORK</u>
Assessor's Signature <u>[Signature]</u> Date <u>5/18/18</u>

Action of Governing Body

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



2/2

May 18, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1416 1 Ave. S as submitted by Kjera Properties I LLC. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$80 with the City of Fargo's share being \$15.

Sincerely,

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

Ben Hushka
City Assessor

hah
attachment

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

Property Identification

1. Name of Property Owner Michael Kjera Phone No. 701-306-4702

2. Address of Property 1416 1 Ave S
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. P+OFL+A B1K 12 Eddy + Fullers Auditors Outlots

4. Parcel Number 01-0700-00680W Residential Commercial Central Business District

5. Mailing Address of Property Owner 6150 49 Ave S
City Fargo State ND Zip Code 58104

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Remove / Replace Sheetrock + reside dwelling

7. Building Permit No. 170258 8. Year Built 1880

9. Date of Commencement of making the improvement March 2017

10. Estimated market value of property before improvement \$ 112,500

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

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

Applicant's Certification and Signature

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

Applicant's Signature Michael Kjera Date 5-18-18

Assessor's Determination

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

Assessor's Signature Ben Numbgo Date 5/18/18

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____



4d

ASSESSMENT DEPARTMENT

May 18, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 820 12 St. S as submitted by Kjera Properties III LLC. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2017, 2018, 2019, 2020, & 2021.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$360 with the City of Fargo's share being \$60.

Sincerely,

A handwritten signature in black ink that reads "Ben Hushka". The signature is written in a cursive style.

Ben Hushka
City Assessor

hah
attachment

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

Property Identification

1. Name of Property Owner Kjera Properties III LLC Phone No. 701-306-4702

2. Address of Property 820 12 St N
City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. _____

4. Parcel Number 01-2900-00260-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner 8701 University Dr S
City Fargo State ND Zip Code 58104

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). gut & remodel house, replace windows

7. Building Permit No. 1100003 8. Year Built 1908

9. Date of Commencement of making the improvement January 2016

10. Estimated market value of property before improvement \$ 124,000

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

12. Estimated market value of property after improvement \$ 151,900

Applicant's Certification and Signature

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

Applicant's Signature [Signature] Date 5-18-18

Assessor's Determination

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

Assessor's Signature [Signature] Date 5/18/18

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____



4e

May 18, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1012 8 Ave. S as submitted by Kjera Properties III LLC. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2016, 2017, 2018, 2019, & 2020.

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

Sincerely,

A handwritten signature in black ink that reads "Ben Hushka". The signature is written in a cursive style.

Ben Hushka
City Assessor

hah
attachment

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

Property Identification

1. Name of Property Owner Kjera Properties III LLC Phone No. 701 306 4702

2. Address of Property 1012 8 Ave S
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. _____
Pt 14 all lot 15-17 Block 0 Chas A Roberts

4. Parcel Number 01-2400-01930-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner 8701 University Dr S
City Fargo State ND Zip Code 58104

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Remove & RECONSTRUCT South side of home

7. Building Permit No. 150076 8. Year Built 1907

9. Date of Commencement of making the improvement January 2015.

10. Estimated market value of property before improvement \$ 44,500

11. Cost of making the improvement (all labor, material and overhead) \$ 58,400

12. Estimated market value of property after improvement \$ 102,900

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
Applicant's Signature Stake Kjera Date 5-18-18

Assessor's Determination

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

Action of Governing Body

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

5

MEMORANDUM

TO: Board of City Commissioners
FROM: Steven Sprague, City Auditor SS
SUBJECT: Parking Services RFP
DATE: May 30, 2018

The City of Fargo has been using Duncan Solutions for 10 years to process parking tickets and handle collections for on street parking tickets. For three years, Interstate Parking has managed the City of Fargo off street parking lots and ramps and manage the parking permit program. In the interest of efficiency and to update technology the City of Fargo would like to seek proposals for a consolidated parking services solution. It is our intention to award the RFP prior to the end of our contract with Duncan Solutions, September 30, 2018. In addition, conduction the RFP will meet the purchasing policy guidelines.

Recommended Motion:

Direct the Auditor's Office to seek an RFP for Parking Services to be awarded before the current contract expires on September 30, 2018.



(6)

MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: Merchant Credit Card Processing RFP

DATE: May 30, 2018

The City of Fargo has been using Heartland Payment Systems for 10 years to process credit card payments. In the interest of potential cost savings and to update technology the City of Fargo would like to seek proposals for Merchant Credit Card Processing. It is our intention to award the RFP prior to the end of September 30, 2018. In addition, conduction the RFP will meet the purchasing policy guidelines.

Recommended Motion:

Direct the Auditor's Office to seek an RFP for Merchant Credit Card Processing to be awarded on or before September 30, 2018.

CITY OF Fargo Fire Department

7

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: FIRE CHIEF STEVE DIRKSEN

DATE: MAY 31, 2018

SUBJECT: FIRE DEPARTMENT TRAINING MOU XCEL ENERGY

Xcel Energy approached the Fire Department with a training opportunity at the Heartland Apartments. We have put together the an MOU that will provide a training opportunity for the FFD and Fargo PD. The MOU is very similar to an MOU developed with CCJWRD two years ago. These opportunities provide unique training scenarios for both the FFD and FPD that cannot be developed in simulation. The MOU has been reviewed by the City Attorney and the counsel for the Xcel Energy.

RECOMMENDED MOTION: Approve the Fire Department and Police Department MOU with Xcel Energy.

SD/LS
Enclosure

WAIVER, RELEASE AND ACCESS AGREEMENT

This Waiver, Release, and Access Agreement (“Agreement”) is made and entered into effective this ____ day of May 2018, by and between the Fire Department and Police Department of the CITY OF FARGO, NORTH DAKOTA, a municipal corporation (hereinafter called "FFD and FPD"), and Northern States Power Company, a Minnesota corporation (“NSP”).

WHEREAS, NSP owns, or anticipates it will own, the property located at 11 12th Street, Fargo, North Dakota (the “Property”), as depicted on **Exhibit 1; and**

WHEREAS, NSP has performed and will continue to perform an investigation of the Property in accordance with North Dakota Century Code, Section 23-20.3-03.1, of a Manufactured Gas Plant (“MGP”) that operated historically on the Property; and

WHEREAS, NSP intends to remediate the Property under the direction and/or supervision of the North Dakota Department of Health (“NDDH”), and NSP intends to demolish the existing buildings on the Property as part of the remediation and consistent with the City of Fargo’s Renaissance Development Plan, which calls for “clearance” of the Property; and

WHEREAS, prior to demolition, NSP also intends to perform abatement of hazardous materials, including asbestos and lead, that have been identified as present at the Property; and

WHEREAS, FFD and FPD, and its employees and invitees, (each referred to individually as “VISITOR”) desire entry to the Property prior to demolition to perform training exercises in the buildings at the Property, in furtherance of public safety; and

WHEREAS, NSP is agreeable to allowing FFD and FPD to engage in certain destructive training exercises, limited to breaching of internal doors and external windows(no other destructive activities will be performed)theProperty; and

WHEREAS, FFD and FPD are insured for its activities in the abandoned Property, and agree to protect the public during the time it is in control of the identified Property;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. Upon acquisition of the Property, NSP agrees it will allow FFD and FPD and its employees non-exclusive access to the Property for training exercises for a 7-day consecutive period in June 2018, contingent upon NSP's acquisition of the property by no later than June 15, 2018, and prior to demolition of the property acquired by NSP, subject to the terms and conditions described in this Agreement.

Exhibit 1

PROPERTY DESCRIPTION

WAIVER AND RELEASE

NSP owns, or will own, the property located at 11 12th Street, Fargo, North Dakota (the "Property"). NSP has performed and will continue to perform an investigation of the Property in accordance with North Dakota Century Code, Section 23-20.3-03.1, of a Manufactured Gas Plant ("MGP") that operated historically on the Property. NSP intends to remediate the Property under the direction and/or supervision of the North Dakota Department of Health ("NDDH"), and NSP intends to demolish the existing buildings on the Property as part of the remediation and consistent with the City of Fargo's Renaissance Development Plan, which calls for "clearance" of the Property. Prior to demolition, NSP also intends to perform abatement of hazardous materials, including asbestos and lead, that have been identified as present at the Property.

The Fire Department of the CITY OF FARGO, NORTH DAKOTA, a municipal corporation (hereinafter called "FFD"), and its employees and invitees, (each referred to individually as "VISITOR") desire entry to the Property prior to demolition to perform training exercises in the buildings at the Property, in furtherance of public safety. NSP agrees to allow entry to the Property, solely for the purpose of performing non-destructive training exercises on the Property, and for no other purpose, on the terms and conditions set forth herein.

VISITOR hereby acknowledges and agrees that he/she waives, releases and discharges NSP, its parent, employees, insurers, agents, contractors, and affiliates from any and all claims which may arise from any cause whatsoever relating to VISITOR's access upon the Property, including but not limited to accidents, illnesses, injuries, loss or damage to personal property or any other consequences arising from or in any way related to the VISITOR's access to the Property.

VISITOR expressly understands and agrees that the activities on the Property may be of a hazardous nature and that access to the Property at this time presents risks both serious and minor, including but not limited to personal property damage, illness, injuries, and death. VISITOR understands and agrees there are risks involved in this access and is solely responsible for researching and evaluating the concomitant risks and is responsible for VISITOR's actions. VISITOR assumes all risk of personal injury, death, and property damage or loss arising from any direct or indirect causes whatsoever while VISITOR is at or on the Property.

VISITOR further recognizes, understands and agrees that NSP assumes no responsibility for any liability, damage, claim, expense or injury that may arise due to the access granted to VISITOR whether caused by negligent acts or omissions, or for any liability, damage, or injury caused by the conduct of any third party arising from the VISITOR's access.

Dated this day of _____, 2018

VISITOR Name (Printed): _____

(Signature): _____

VISITOR represents and warrants by signing that he/she is of sound mind and body 18 years of age or older, otherwise the signature of a parent or guardian is required (below).



PUBLIC WORKS/OPERATIONS

Fleet Management, Forestry, Streets & Sewers, Watermeters, Watermains & Hydrants 402 23rd STREET NORTH FARGO, NORTH DAKOTA 58102 PHONE: (701) 241-1453 FAX: (701) 241-8100

8

May 25, 2018

The Honorable Board of City Commissioners City of Fargo Fargo, ND 58102

RE: Lease of a 2018 Chevy Tahoe / PBC17380

Commissioners:

The City of Fargo has traditionally leased one vehicle for use by the Fargo Cass Public Health Department to be used for distribution of materials and supplies. The duration of the lease is in conjunction with a 5 year Emergency Preparedness Grant from the State of North Dakota Health Department.

At this time, I am requesting commission authorization to finalize the lease of one 2018 Chevy Tahoe from CapFirst Equipment Finance. A copy of the lease in its entirety is available for at the commission office. Funding for this project is included in the 2018 Health Department budget.

RECOMMENDED MOTION:

I/we hereby move to approve the Lease of a new Chevy Tahoe from CapFirst Equipment Finance with five equal payments of \$8,210.00.

Respectfully submitted,

[Handwritten signature]

Allan Erickson Fleet Management Specialist Fargo Public Works





4165 30th Ave S Suite 100
Fargo, ND 58104

INVOICE

Invoice#: 1st Advance Payment
Invoice Date: 6/1/2018

Remit To:

Invoice to:

CAPFIRST EQUIPMENT FINANCE, INC.
4165 30th Ave S
Suite 100
Fargo, ND 58104

CITY OF FARGO, NORTH DAKOTA
Attn: Steven Sprague
200 3rd St N
Fargo, ND 58102

LEASE#	AMOUNT
40001256	
First Advance Payment:	\$8,210.00
Doc Fee	\$125.00
Total Amount Due:	\$8,335.00

EXHIBIT B

SCHEDULE OF RENTAL PAYMENTS

Lessee: CITY OF FARGO, NORTH DAKOTA
 200 3rd St N
 Fargo, ND 58102

Date of Lease: June 1, 2018
 Lease #: 40001256

RENTAL PAYMENTS

Rental Payment Date	Rental Payment	Interest	Principal	Purchase Option Price*
6/1/2018	\$8,210.00	\$0.00	\$8,210.00	\$30,701.00
6/1/2019	\$8,210.00	\$1,068.58	\$7,141.42	\$23,335.00
6/1/2020	\$8,210.00	\$815.24	\$7,394.76	\$15,767.00
6/1/2021	\$8,210.00	\$552.91	\$7,657.09	\$7,990.00
6/1/2022	\$8,210.00	\$281.27	\$7,928.73	\$0.00

*After payment of Rental Payment due on such date.

EXHIBIT A

EQUIPMENT

Lessee: CITY OF FARGO, NORTH DAKOTA
 200 3rd St N
 Fargo, ND 58102

Date of Lease: June 1, 2018
 Lease #: 40001256

The Equipment which is the subject of the attached Lease with Option to Purchase Agreement is as follows:

Installation Site: 200 3rd St N, Fargo, ND 58102

QTY.	VIN	DESCRIPTION
1	1GNSKEEC7JR323954	2018 Chevrolet Tahoe

Description of Financed Amount:

Cost of above Equipment	\$38,332.00
Cost of related charges:	
Transportation	\$ N/A
Physical Modifications (specify)	\$ N/A
Other (Specify)	\$ N/A
Add: Sales or other tax, if applicable	\$ N/A
Less: Trade - In, if applicable	\$0.00
Net Financed Amount:	\$38,332.00



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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: MAY 30, 2018

**RE: NOTICE OF GRANT AWARD FOR PUBLIC HEALTH
EMERGENCY PREPAREDNESS AND RESPONSE WITH THE
NORTH DAKOTA DEPARTMENT OF HEALTH PHEP/EPR
STATEWIDE MANAGEMENT TEAM
NO. G17.636 CFDA NO. 93.074, \$211,720**


The attached Notice of Grant Award for \$211,720 with the North Dakota Department of Health is for the Public Health Emergency Preparedness (PHEP) EPR Statewide Management Team.

No budget adjustment is required for this contract.

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

Suggested Motion: Move to approve the contract for the public health emergency preparedness.

RR/LA
Enclosure

		RESTRICTED NOTICE OF GRANT AWARD FUNDING SFN 59920 (1-2016)		NORTH DAKOTA DEPT. OF HEALTH (NDDoH) 600 E BOULEVARD AVE, DEPT. 301 BISMARCK, ND 58505-0200	
GRANT NUMBER	CFDA NAME	CFDA NUMBER	START DATE	END DATE	
G17.636	Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements	93.074	7/1/2018	6/30/2019	
FEDERAL AWARD DATE	FEDERAL AWARDCING AGENCY	FAIN NUMBER	GRANT TYPE: PROGRAM or R&D		
	Centers for Disease Control and Prevention	NU901P921920	PROGRAM		
THIS AWARD IS NOT EFFECTIVE AND EXPENDITURES RELATED TO THIS AWARD SHOULD NOT BE INCURRED UNTIL ALL PARTIES HAVE SIGNED THIS DOCUMENT.					
TITLE OF PROJECT/PROGRAM	PHEP/EPR Statewide Management Team	NDDoH PROJECT CODE	6611 HLH3279-11		
GRANTEE NAME	Fargo Cass Public Health (Restricted)	PROJECT DIRECTOR	Tim Wiedrich		
ADDRESS	1240-25th Street South	ADDRESS	1720 Burlington Drive		
CITY/STATE/ZIP	Fargo, ND 58103-2367	CITY/STATE/ZIP	Bismarck, ND 58504		
CONTACT NAME	Ruth Roman	CONTACT NAME	Juli Sickler		
TELEPHONE NUMBER	701-241-1360	TELEPHONE NUMBER	701-328-2270		
EMAIL	Rroman@fargond.gov	EMAIL	jsickler@nd.gov		
Amount Awarded	NDDoH Cost Share	Grantee Cost Share	\$0	Total Costs	\$211,720
Previous Funds Awarded			\$0		\$0
Total Funds Awarded			\$0		\$211,720

Grantee will complete the activities identified in Attachment A.

Expenditure reports must be submitted monthly as required by the North Dakota Department of Health (NDDoH). Final expense report for the period ending June 30, 2019 must be received by July 15, 2019. A mid-year progress report, as prescribed by NDDoH, must be submitted by February 19, 2019 for the period July 1, 2018 through December 31, 2018. A year end progress report, as prescribed by the NDDoH, must be submitted by August 30, 2019 for the period January 1, 2019 through June 30, 2019. Payments will be processed upon Department approval of expenditure reports and progress reports. The final request for reimbursement for the period ending June 30, 2019 must be received by July 15, 2019.

INDIRECT RATE (check one)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	De minimus rate of 10%	Negotiated/Approved rate of %
SPECIAL CONDITIONS	Funding for this grant is restricted until such time as the Federal Award is received and processed by the Department. During this restriction, Grantee expenditures will be limited to salaries, routine in-state travel, standard rent and utilities, and connectivity/communication fees. Financial obligation of the Department is contingent upon funds being made available by the Centers for Disease Control and Prevention. The Department will send notification to the Grantee when the restriction has been lifted. This notification serves as official documentation and should be filed with the Notice of Grant Award for documentation. This notice of grant award is subject to the terms and conditions incorporated either directly or by reference to the Centers for Disease Control and Prevention Funding Opportunity Announcement number CDC-RFA-TP-17010201SUPP18.		

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the North Dakota Department of Health as signed by Grantee for the period of July 1, 2017 to June 30, 2019 [Accounting Use Only ___ Requirements received] and (2) applicable State and Federal regulations.

EVIDENCE OF GRANTEE'S ACCEPTANCE		EVIDENCE OF NDDoH ACCEPTANCE	
DATE 5-30-18	SIGNATURE <i>Ruth Roman</i>	DATE	SIGNATURE
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE		TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE	
Ruth Roman, Director of Public Health		Tim Wiedrich, Section Chief - Emergency Preparedness and Response Section	
DATE	SIGNATURE	DATE	SIGNATURE
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE		TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE	
Timothy J. Mahoney, Mayor, City of Fargo		Brenda M. Weisz, CFO	

If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.



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

10

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH

DATE: MAY 30, 2018

RE: NOTICE OF GRANT AWARD FOR PUBLIC HEALTH
EMERGENCY PREPAREDNESS AND RESPONSE WITH THE
NORTH DAKOTA DEPARTMENT OF HEALTH PHEP ALL
HAZARDS ALLOCATION
NO. G17.678 CFDA NO. 93.074, \$10,874



The attached Notice of Grant Award for \$10,874 with the North Dakota Department of Health is for the Public Health Emergency Preparedness (PHEP) All Hazards Allocation.

No budget adjustment is required for this contract.

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

Suggested Motion: Move to approve the contract for the public health emergency preparedness.

RR/LA
Enclosure

	NOTICE OF GRANT AWARD RESTRICTED FUNDING SFN 59920 (1-2016)	NORTH DAKOTA DEPT. OF HEALTH (NDDoH) 600 E BOULEVARD AVE, DEPT. 301 BISMARCK, ND 58505-0200
GRANT NUMBER G17.678	CFDA NAME Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements	CFDA NUMBER 93.074 START DATE 7/1/2018 END DATE 6/30/2019
FEDERAL AWARD DATE	FEDERAL AWARDDING AGENCY Centers for Disease Control and Prevention	GRANT TYPE: PROGRAM or R&D Program
THIS AWARD IS NOT EFFECTIVE AND EXPENDITURES RELATED TO THIS AWARD SHOULD NOT BE INCURRED UNTIL ALL PARTIES HAVE SIGNED THIS DOCUMENT.		
TITLE OF PROJECT/PROGRAM PHEP - All Hazards Allocation	NDDoH PROJECT CODE 6611-HLH3279-11	
GRANTEE NAME Fargo Cass Public Health (Restricted)	PROJECT DIRECTOR Tim Wiedrich, Section Chief	
ADDRESS 1240 - 25th Street South	ADDRESS 1720 Burlington Drive	
CITY/STATE/ZIP Fargo, ND 58103-2367	CITY/STATE/ZIP Bismarck, ND 58504	
CONTACT NAME Ruth Roman	CONTACT NAME Juli Sickler - PHEP Division Director	
TELEPHONE NUMBER 701-241-1360	TELEPHONE NUMBER 701-328-2270	
EMAIL Rroman@fargond.gov	EMAIL jsickler@nd.gov	
Amount Awarded \$10,874	Grantee Cost Share \$0	Total Costs \$10,874
Previous Funds Awarded \$0	\$0	\$0
Total Funds Awarded \$10,874	\$0	\$0
SCOPE OF SERVICE Grantee will complete the activities identified in Attachment A.		
REPORTING REQUIREMENTS Expenditure reports must be submitted monthly as required by the North Dakota Department of Health (NDDoH). Final expense report for the period ending June 30, 2019 must be received by July 15, 2019. A mid-year progress report, as prescribed by NDDoH, must be submitted by January 18, 2019 for the period July 1, 2018 through December 31, 2018. A year-end progress report, as prescribed by the NDDoH, must be submitted by August 30, 2019 for the period January 1, 2019 through June 30, 2019. Payments will be processed upon Department approval of expenditure reports and progress reports.		
INDIRECT RATE (check one)	<input checked="" type="checkbox"/> X Subrecipient waived indirect costs	De minimus rate of 10% _____ Negotiated/Approved rate of _____ %
SPECIAL CONDITIONS Funding for this grant is restricted until such time as the Federal Award is received and processed by the Department. During this restriction, Grantee expenditures will be limited to salaries, routine in-state travel, standard rent and utilities, and connectivity/communication fees. Financial obligation of the Department is contingent upon funds being made available by the Centers for Disease Control and Prevention. The Department will send notification to the Grantee when the restriction has been lifted. This notification serves as official documentation and should be filed with the Notice of Grant Award for documentation. This notice of grant award is subject to the terms and conditions incorporated either directly or by reference to the Centers for Disease and Prevention Funding Opportunity Announcement number CDC-RFA-TP-17010201SUPP18.		
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the North Dakota Department of Health as signed by Grantee for the period of July 1, 2017 to June 30, 2019 and (2) applicable State and Federal [Accounting Use Only] Requirements received [2] applicable State and Federal regulations.		
EVIDENCE OF GRANTEE'S ACCEPTANCE		
DATE 5-30-18	SIGNATURE 	EVIDENCE OF NDDoH ACCEPTANCE
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE Ruth Roman, Director of Public Health		
DATE	SIGNATURE Tim Wiedrich, Section Chief	DATE
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE Emergency Preparedness and Response Section		
DATE	SIGNATURE Brenda M. Weisz, CFO	DATE
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE Timothy J. Mahoney, Mayor, City of Fargo		
If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.		



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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: MAY 30, 2018

RE: NOTICE OF GRANT AWARD FOR PUBLIC HEALTH
EMERGENCY PREPAREDNESS AND RESPONSE WITH THE
NORTH DAKOTA DEPARTMENT OF HEALTH FOR THE CITY
READINESS INITIATIVE NO. G17.623 CFDA NO. 93.074 FOR
\$167,904

The attached Notice of Grant Award for \$167,904 with the North Dakota Department of Health is for the City Readiness Initiative.

No budget adjustment is required for this contract.

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

Suggested Motion: Move to approve the contract for the Public Health Emergency Preparedness City Readiness Initiative.

RR/LA
Enclosure



		NOTICE OF GRANT AWARD FUNDING SFN 59920 (1-2016)		RESTRICTED		NORTH DAKOTA DEPT. OF HEALTH (NDDoH) 600 E BOULEVARD AVE, DEPT. 301 BISMARCK, ND 58505-0200	
GRANT NUMBER	CFDA NAME	CFDA NUMBER	START DATE	END DATE			
G17-623	Public Health Emergency Preparedness	93.074	7/1/2018	6/30/2019			
FEDERAL AWARD DATE	FEDERAL AWARDED AGENCY	FAIN NUMBER	GRANT TYPE: PROGRAM or R&D				
	Department Of Health And Human Services	NU90TP921920	Program				
THIS AWARD IS NOT EFFECTIVE AND EXPENDITURES RELATED TO THIS AWARD SHOULD NOT BE INCURRED UNTIL ALL PARTIES HAVE SIGNED THIS DOCUMENT.							
TITLE OF PROJECT/PROGRAM		NDDoH PROJECT CODE					
GRANTEE NAME		PROJECT DIRECTOR					
Fargo Cass Public Health (Restricted)		Tim Wiedrich					
ADDRESS		ADDRESS					
1240 - 25th Street South		1720 Burlington Drive					
CITY/STATE/ZIP		CITY/STATE/ZIP					
Fargo, ND 58103		Bismarck, ND 58504					
CONTACT NAME		CONTACT NAME					
Ruth Roman		Juli Sickler					
TELEPHONE NUMBER		TELEPHONE NUMBER					
701-483-0171		701-328-2270					
EMAIL		EMAIL					
Rroman@FargoND.gov		jsickler@nd.gov					
Amount Awarded		Grantee Cost Share		Total Costs			
\$167,904		\$0		\$167,904			
Previous Funds Awarded		\$0		\$0			
Total Funds Awarded		\$167,904		\$167,904			
SCOPE OF SERVICE Grantee will complete the activities identified in Attachment A.							
REPORTING REQUIREMENTS Expenditure reports must be submitted monthly as required by the North Dakota Department of Health (NDDoH). Final expense report for the period ending June 30, 2019 must be received by July 15, 2019. A mid-year progress report, as prescribed by the NDDoH, must be submitted by January 11, 2019 for the period of July 1, 2018 through December 31, 2018. A year-end progress report, as prescribed by the NDDoH, must be submitted by August 30, 2019 for the period January 1, 2019 through June 30, 2019. Payments will be processed upon Department approval of expenditure reports and progress reports.							
INDIRECT RATE (check one)		<input checked="" type="checkbox"/> De minimus rate of 10%		<input type="checkbox"/> Negotiated/Approved rate of _____%			
SPECIAL CONDITIONS Funding for this award is restricted until such time as the Federal Award is officially received and processed by the Department. During this restriction, Grantee expenditures will be limited to salaries and fringe, routine in-state travel, standard utilities and rent. Financial obligation of the Department is contingent upon funds being made available from the Centers for Disease Control and Prevention. The Department will send notification to the Grantee when the restriction has been lifted. This notification serves as official documentation and should be filed with the Notice of Grant Award for documentation. This notice of grant award is subject to the terms and conditions incorporated either directly or by reference to the Centers for Disease Control and Prevention Funding Opportunity Announcement number CDC-RFA-TR-17010201SUPP 18.							
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the North Dakota Department of Health as signed by Grantee for the period of July 1, 2017 to June 30, 2019 and (2) applicable State and Federal (Accounting Use Only Requirements received) (2) applicable State and Federal regulations.							
EVIDENCE OF GRANTEE'S ACCEPTANCE				EVIDENCE OF NDDoH ACCEPTANCE			
DATE	SIGNATURE	DATE	SIGNATURE				
5-30-18	Ruth Roman						
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE				TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE			
Ruth Roman, Director of Public Health				Tim Wiedrich, Section Chief - Emergency Preparedness and Response Section			
DATE	SIGNATURE	DATE	SIGNATURE				
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE				TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE			
Timothy J. Mahoney, Mayor, City of Fargo				Brenda M. Weisz, CFO			
If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.							



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12

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

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

DATE: MAY 30, 2018

**RE0: ADDENDUM TO AGREEMENT FOR SERVICES WITH
AE2S FOR BREASTFEEDING MARKETING FROM
\$18,000 TO \$24,950
RFP: 17362**

The attached Addendum Contract Agreement increase from \$18,000 to \$24,950 with AE2S is to provide marketing and communication for the breastfeeding initiatives.

No budget adjustment is required for this contract.

Suggested Motion: Move to approve the Addendum Contract Agreement with AE2S.

RR/LA
Enclosure



ADDENDUM TO MEDIA CAMPAIGN CONTRACT AGREEMENT

On or about January 2, 2018, Fargo Cass Public Health and AE2S Communications entered into an Agreement to develop and implement a comprehensive marketing and communications campaign to promote local breastfeeding initiatives.

The parties agree to the following changes to be made to that Agreement:

The reimbursement to AE2S will change from, not to exceed \$18,000, to not to exceed \$24,950.

All other terms and conditions remain as previously written.

FARGO CASS PUBLIC HEALTH

CONSULTANT

By Ruth Roman
Ruth Roman, *Director of Public Health*

By Andrea Boe
Andrea Boe, *Practice Leader*
AE2S Communications

Date 5-30-18

Date 5-29-18

By _____
Timothy J. Mahoney, *Mayor*
City of Fargo

Date _____

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To: Board of City Commissioners

From: Luke Lindberg, Safety Manager, Jill Minette, Director of Human Resources

Re: City of Fargo Drug and Alcohol Policies

Date: May 30, 2018

The City of Fargo would like to update the drug and alcohol policies ahead of our Triennial Federal Transit Administration (FTA) audit. Specifically, policies 400-008 and 400-008B. We have summarized the federally mandated revisions below. This update process is pursuant to the FTA audit and mainly affects Transit workers. The changes have been reviewed by MATBUS administration and the city attorney's office.

We are requesting approval of the policy changes with an effective date of June 4, 2018.

Drug Free Workplace 400-008– All Employees

1. Adding the word "dispense" to list of prohibited behaviors.

Drug and Alcohol Policy 400-008B – Transit Employees

1. Improving the description of prohibited drugs to match recent changes in United States Department of Transportation (USDOT) testing requirements.
2. Notifying Transit System of Criminal Drug Conviction.
3. Updating the contact information for personnel and organizations involved in the program/policy.
4. Appendix 3-improving description of initial and cutoff testing levels in accordance with January 1, 2018 changes in USDOT testing requirements and United States Department of Health and Human Services (HHS) laboratory protocols.

There is no cost for this change to policy

Suggested Motion:

Approve the updates to policies 400-008 and 400-008B.

CITY OF FARGO EMPLOYMENT POLICY NO. 400-008
DRUG FREE WORKPLACE (formerly 400-004)

Date Issued: 1/95

Date Revised: 9/06 7/12 5/18

Purpose and Goal

The City of Fargo is committed to protecting the safety, health and well-being of all employees, and other individuals in our workplace. We recognize that alcohol and drug abuse pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

- This policy recognizes that employee involvement with alcohol and other drugs can be very disruptive, adversely affect the quality of work and performance of employees, pose serious health risks to users and others, and have a negative impact on productivity and morale.
- The City of Fargo has no intention of interfering with the private lives of its employees unless involvement with alcohol and drugs off the job affects job performance or public safety.
- As a condition of employment, the City of Fargo requires that employees adhere to a strict policy regarding the use and possession of drugs and alcohol.
- All new employees are subject to the successful completion of a background check and a drug/alcohol screen before starting work.
- The City of Fargo encourages employees to voluntarily seek help with drug and alcohol problems.

Covered Workers

Any individual employed by the City of Fargo, conducts business for the City of Fargo, or applies for a position with the City of Fargo is covered by our drug-free workplace policy. Our policy includes, but is not limited to department heads, directors, managers, supervisors, full-time employees, part time employees, contract employees, temporary/seasonal employees, off-site employees, volunteers, interns and applicants.

Applicability

Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the City of Fargo. Therefore, this policy applies during all working hours, whenever conducting business or representing the City of Fargo, while on call, paid standby, while on City of Fargo property and at work related events.

(Continued)

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Policy 400-008

Prohibited Behavior

It is a violation of our drug-free workplace policy to use or be under the influence of, possess, dispense, sell, manufacture, trade, and/or offer for sale alcohol, illegal drugs or intoxicants while in performance of City of Fargo business or while on City of Fargo property.

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of a medication could compromise the safety of the employee, fellow employees or the public, it is the employee's responsibility to use appropriate personnel procedures (e.g., call in sick, request change of duty, notify supervisor) to avoid unsafe workplace practices.

The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of our drug-free workplace policy to intentionally misuse and/or abuse prescription medications. Appropriate disciplinary action will be taken if job performance deterioration or accidents occur.

Notification of Convictions

Any employee who is convicted of a criminal drug violation must notify the City of Fargo in writing within five calendar days of the conviction. The City of Fargo will take appropriate action within 30 days of notification.

Consequences

One of the goals of our drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment will be withdrawn. The applicant may not reapply.

If an employee violates the policy, he or she will be subject to disciplinary action including being required to enter rehabilitation. An employee required to enter rehabilitation and fails to successfully complete it and/or repeatedly violates the policy will be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.

Assistance

The City of Fargo recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy:

(Continued)

Page 3

Policy 400-008

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem
- Offers all employees and their family member's assistance with alcohol and drug problems through the Employee Assistance Program (EAP).
- Treatment for alcohol and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

Confidentiality

All information received by the City of Fargo through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

No employee shall report to work or be subject to duty while their ability to perform job duties is impaired due to use of alcohol or drugs.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Support fellow workers in seeking help.
- Use the Employee Assistance Program
- Report dangerous behavior to their supervisor.

It is the supervisor's responsibility to:

- Inform employees of the drug-free workplace policy.
- Observe employee performance.
- Investigate reports of dangerous practices.
- Document negative changes and problems in performance.
- Counsel employees as to expected performance improvement.
- Refer employees to the Employee Assistance Program.
- Clearly state consequences of policy violations.

Communication

Communicating our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program:

(Continued)

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Policy 400-008

- All employees will receive a written copy of the policy.
- The policy will be reviewed in orientation sessions with new employees.
- The policy and assistance programs will be reviewed at safety meetings.
- Employee education about the dangers of alcohol and drug use and the availability of help will be provided to all employees.
- Every supervisor will receive training to help him/her recognize and manage employees with alcohol and other drug problems.

(Continued)

CITY OF FARGO EMPLOYEE POLICY NO. 400-008 B

DRUG AND ALCOHOL TESTING
FEDERAL TRANSIT ADMINISTRATION (FTA)

Date Approved: 6-14-99

Date Issued: 6-14-99

Date Revised: 9/06, 11/09, 7-12, 5-18

I. STATEMENT OF POLICY [655]

Please note: Items appearing in ITALICS are City of Fargo Policies and are not FTA mandated items.

A. Purposes and Goals [655.1]

The City of Fargo, the Federal Transit Administration and the U.S. Congress have determined that alcohol abuse and illegal drug use pose specific dangers to the safety and welfare of the Nation. In fact, the Federal Transit Administration has specifically noted that the use of alcohol and illegal drugs has been demonstrated to significantly affect the performance of individuals involved in the mass transportation industry. It is therefore the policy of the City of Fargo and the Federal Transit Administration that safety-sensitive employees in the mass transportation industry be free from the influence of drugs and alcohol. Participation in the City of Fargo Substance Abuse Policy is a requirement of each safety-sensitive employee and therefore is a condition of employment.

In order to achieve this goal and to comply with the requirements of the Omnibus Transportation Employee Testing Act of 1991 and Federal Transit Administration Regulations, 49 CFR Part 655 and US DOT Regulation 49 CFR Part 40, as amended, the City of Fargo has developed and is implementing a drug and alcohol testing program designed to help prevent accidents and injuries resulting from the misuse of alcohol and prohibited drugs by employees who perform safety-sensitive functions in the mass transportation industry, and to deter and detect the use of prohibited drugs by covered employees. While it is difficult to estimate the precise cost to society from alcohol misuse, there is no doubt that the cost is enormous. The potential effects of alcohol misuse are substantial in absenteeism, increased health care costs, and environmental damage. Implementation of this program will also help discourage substance abuse, reduce absenteeism, accidents, health care costs and other drug related problems, and operate as a deterrent to those individuals who might be tempted to try drugs for the first time or who currently use drugs. Finally, we believe that this program will enhance the safety of our employees and the users of mass transportation by fostering the early identification and referral for treatment of workers with drug or alcohol abuse problems.

(Continued)

The City of Fargo's drug and alcohol testing program is designed to create a drug and alcohol free mass transportation system and to provide help to those employees who may be suffering from problems with chemical dependency. The program has therefore been developed in compliance with federal regulations in a manner which ensures accurate and reliable test results thereby eliminating the possibility of any "false positives." It also contains procedures designed to recognize and respect the dignity and privacy of all of our employees. We have also established an appropriate referral, evaluation and treatment program designed to help those individuals desirous of treating problems with alcohol and drug abuse.

B. Dissemination of this Policy [655.16]

Each covered employee and representatives of employee organizations shall have a written copy of the City of Fargo policy.

C. Authority of Testing [655.17]

Before performing a drug or alcohol test under this policy, each covered employee shall receive written notification under whose authority the test is being given (Appendix 1).

II. SCOPE

A. Individuals Subject to Testing [655.3]

The drug and alcohol testing required under this policy will apply to any person, including applicants or transferees, who performs a safety-sensitive function as defined herein. Volunteers are also covered, but only if they operate a vehicle designed to transport sixteen or more passengers, including the driver.

For purposes of this policy a "safety-sensitive function" includes:

1. Operating a revenue service vehicle, including when not in revenue service;
2. Operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
3. Controlling dispatch of movement of a revenue service vehicle;
4. Maintaining a revenue service vehicle or equipment use in revenue service;
5. Carrying a firearm for security purposes;

(Continued)

6. The Assistant Planner Transit; all Paratransit and Fixed Route Dispatchers; all Contractor's staff including the Project Manager, the Road Supervisor, the Lead Driver, all Paratransit and Fixed Route Drivers of vehicles as defined below; all Central Garage personnel including the Fleet Services Manager, all Mechanics working on transit vehicles, and transit vehicle washers. Should the need for additional Transit personnel arise in the future, these personnel will also become part of the pool of individuals subject to testing if it is determined these personnel are in a safety-sensitive function.

An individual can be tested for drugs any time while on duty, and for alcohol JUST before, during, or immediately after safety-sensitive duty.

"Vehicles" subject to this policy include buses, electric buses, vans, automobiles. "Mass transit vehicles" are vehicles used for mass transportation or ancillary services.

In light of the above, the requirements of this policy will specifically apply, as a matter of policy and federal law, to individuals who work in the following positions:

- Dispatchers
- Vehicle maintenance workers of Transit vehicles

B. Contractors

Under FTA regulations, the requirements of this policy apply to recipients of FTA assistance as defined in 49 CFR Part 655, as well as other entities that provide mass transportation services or perform safety-sensitive functions for such recipients or entities, including sub-recipients, operators and contractors.

"Contractors" subject to the requirements of the regulations include persons or organizations that provide services for the above-described "employer" consistent with a specific understanding or arrangement, which can be evidenced by a written agreement or an informal arrangement that reflects an ongoing relationship between the parties. As a result, the City of Fargo will ensure that any contractors who perform safety-sensitive functions within the scope of this policy and the regulations certify their compliance with the requirements of 49 CFR Part 655.

C. Alcohol

For purposes of this policy, "alcohol" means the intoxicating agent in beverage alcohol,

(Continued)

ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol. "*Alcohol use*" means the consumption of any beverage, mixture, or preparation, including any medication, which contains alcohol. "*Alcohol concentration*" (or content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

D. Prohibited Drugs

The use of any illegal drug or any substance identified in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana (including medical marijuana), amphetamines, opioids, phencyclidine (PCP), cocaine, ecstasy, eve, heroin, an initial test for Methylenedioxymethamphetamine (MDMA) and a confirmatory test for MDMA, Methylenediosymphetamine (MDA), Hydrocodone, Hydromorphone, Oxymorphone Oxycodone and initial testing for 6-Acetylmorphines for opioid positives above the initial test cutoff concentration as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. See appendix 3 for cutoff levels.

E. Prescribed Medication

An individual will be allowed to list on the back of the donor copy of the Urine Custody and Control Form, any prescribed medication that he/she may be taking or may have recently taken. The individual will have the opportunity to discuss the use of the medication with the physician prescribing the medication and to authorize the City of Fargo's medical review officer to communicate with that physician about the medication, its possible side effects, the condition requiring the taking of the medication and their relationship to the individual's ability to safely perform his/her job.

In the event it is determined by the MRO that an employee is taking or is under the influence of a prescribed medication that will pose a direct threat of harm to the safety and health of the employee, his/her co-workers and/or the general public, the employee may be placed on a medical leave of absence until that threat is acceptably reduced or eliminated.

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III. QUALIFICATIONS FOR EMPLOYMENT

A. PROHIBITED CONDUCT

1. Prohibited Drugs [655.21]

It is the City of Fargo's policy to have an alcohol and drug free workplace. Therefore, covered employees are prohibited from manufacturing, using, selling, possessing or distributing prohibited drugs at any time, and from refusing to submit to or receiving a verified positive test result in any drug test required by this policy.

2. Alcohol [655.31]

City of Fargo policy and Federal Transit Administration Regulations prohibit the following conduct as it relates to the use of alcohol:

- a. Alcohol concentration – reporting for duty or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater. [655.34]
- b. On-duty use – using alcohol while performing safety-sensitive functions. [655.32]
- c. Pre-duty use – using alcohol within four hours prior to performing a safety-sensitive function. [655.33]
- d. Use following an accident – using alcohol for eight hours following an accident, unless the employee has first undergone a post-accident alcohol test. [655.34]
- e. Refusal to submit – refusing to submit to any alcohol test required under this policy. [655.49]
- f. Other alcohol related conduct – any covered employee requested to submit to an alcohol test required under this policy and found to have an alcohol concentration of 0.02 or greater, but less than 0.04 will be disqualified from performing or continuing to perform a safety-sensitive function until the employee's alcohol concentration measures less than 0.02 in a retest or the start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test. Any covered employee whose test result is 0.04 or greater will be disqualified from performing a safety-sensitive function, will be subject to company discipline, and referred to the SAP.

On-Call employees are prohibited from using alcohol during their specified on-call hours. However, any on-call employee who has used alcohol during his/her on-call hours will be given the opportunity to acknowledge such use and/or his/her inability to perform a safety-sensitive function at the time he/she is called to report to duty. If an on-call employee acknowledges the use of alcohol, but claims to be able to perform his/her safety-sensitive function, he/she will be required to submit to an alcohol test. No discipline will be taken against any on-call employee who

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acknowledges his/her violation of this prohibition, unless such conduct has the effect of making that employee repeatedly unavailable for duty.

3. Knowledge of Prohibited Conduct

If the City of Fargo has actual knowledge that an individual has engaged in any conduct prohibited above, it will not permit that individual to perform or continue to perform safety-sensitive functions.

4. **Notifying the Transit System of Criminal Drug Conviction**

In accordance with the Drug Free Work Place Act of 1988, any individual covered by this policy who is convicted of any criminal drug statute for a violation occurring on duty, on City of Fargo premises or customer premises, while operating any fleet vehicle shall notify the Designated Employer Representative (DER) or the City of Fargo no later than five days after such conviction. Pursuant to the Federal Drug-Free Workplace Act, the City of Fargo will notify the appropriate federal granting or contracting agency, if any, of the conviction within ten (10) days after receiving such notification. Within thirty (30) days after receiving notice from an individual covered by this policy of a drug-related conviction, the City of Fargo, at its sole discretion, will take appropriate personnel action against the individual up to and including termination, or require the individual to satisfactorily participate in a referral, evaluation and treatment program. Failure to comply with this provision shall result in disciplinary action, up to and including termination.

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ALCOHOL FACTS AND INFORMATION

Alcohol is a socially acceptable drug that has been consumed throughout the world for centuries. However, when consumed primarily for its physical and mood-altering effects, it is a substance of abuse. As a depressant, it slows down physical responses and progressively impairs mental functions.

Signs and Symptoms of Use

- Dulled mental processes
- Lack of coordination
- Odor of alcohol on breath
- Possible constricted pupils
- Sleepy or stuporous condition
- Slowed reaction rate
- Slurred speech

[NOTE: Except for the odor, these are general signs and symptoms of any depressant substance].

Health Effects

The chronic consumption of alcohol (average of three servings per day of beer [12 ounces] and whiskey [one ounce glass] over time may result in the following health hazards:

- Dependency (up to 10% of all people who drink alcohol become physically and/or mentally dependent on alcohol and can be termed “alcoholic”)
- Fatal liver diseases
- Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma
- Decreased sexual functioning
- Kidney disease
- Spontaneous abortion and neonatal morality
- Ulcers
- Birth defects (up to 54% of all birth defects are alcohol related)

Workplace Issues

- It takes one hour for the average person (=150 pounds) to process one serving of an alcoholic beverage from the body
- Impairment in coordination and judgment can be objectively measured with as little as two drinks in the body
- A person who is legally intoxicated is six times more likely to have an accident than a sober person

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B. REMOVAL FROM SERVICE

1. Prohibited drugs

As soon as the City of Fargo has received notice from a medical review officer that an employee has a verified positive test result, or upon notice that an employee has refused to submit to a required test, it shall immediately remove the employee from the performance of safety-sensitive functions.

2. Alcohol

Any employee who has engaged in alcohol-related conduct prohibited by this policy will be immediately removed from the performance of safety-sensitive functions and may also be subject to any discipline required under this policy.

Any covered employee requested to submit to an alcohol test required under this policy and found to have an alcohol concentration of 0.02 or greater, but less than 0.04, will be disqualified from performing or continuing to perform a safety-sensitive function until the employee's alcohol concentration measures less than 0.02 in a retest prior to the start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.

3. Return to Duty

No employee who has engaged in conduct prohibited by this policy will be allowed to resume performing safety-sensitive functions unless and until he/she has satisfied the return-to-duty obligations outlined in Section IV, F & G of this policy.

IV. TESTING CIRCUMSTANCES [49 CFR PART 655]

A. Notice of Testing Circumstances

Before performing any alcohol or drug test required by this policy, the City of Fargo will notify the test subject that the test is being required pursuant to this policy and/or Federal Transit Administration Regulations (49 CFR Part 655). The City of Fargo will not represent that any requested test is required by federal regulations if, in fact, the individual to be tested is not subject to those regulations.

An employee will be required to submit to a drug test any time while on duty. An employee will be required to submit to an alcohol test just before, during, or immediately after safety-sensitive duties.

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B. Pre-Employment – Drugs [655.41]

1. No individual (covered employee or applicant) will be allowed to perform a safety-sensitive function for the first time unless he/she takes a drug test with a verified negative result.
2. If an individual (covered employee or applicant) has previously failed or refused a pre-employment drug test under this part, the individual must provide the City of Fargo proof of having successfully completed a referral, evaluation, and treatment plan as described in Section 655.62.
3. An employee may not transfer from a non-safety sensitive position to a safety-sensitive position until the employee takes a pre-employment drug test with a verified negative result.
4. If for some reason the pre-employment test is canceled, the individual (applicant or employee) will be required to submit to another test.
5. If otherwise qualified, an individual with permanent or long-term disabilities that directly render them unable to provide an adequate urine sample will be able to perform safety-sensitive duties despite their inability to provide urine during a pre-employment test. The MRO will determine long-term inability to provide urine by medical examination and consultation with the employee's physician.
6. Leave of Absences
 - a. In instances where an individual employment status has changed, (example: temporary layoff, leave of absence, lost time worker compensation claim, etc.) and the employee has been taken out of the random pool for 90 consecutive days, then a DOT pre-employment drug test with a verified negative result is required prior to performing a safety-sensitive task.
 - b. *In instances where a person is on temporary leave, less than 30 days, (example: vacation, time off for sickness, jury duty, etc.) and the employee has not been taken out of the random pool, then a pre-employment test is not required prior to returning to a safety-sensitive position. If the temporary leave extends beyond 30 days, the employee must have a non-DOT pre-employment test.*

No individual will be hired to perform a safety-sensitive function, and no employee will be transferred from a non-safety-sensitive function to a safety-sensitive function, unless he/she takes a drug test with a verified negative test result. If for some reason a pre-employment drug test is canceled, the applicant/employee will be required to submit to another test.

C. Post-Accident [655.44]

Any covered employee operating a mass transit vehicle at the time of an accident will be required to submit to tests for alcohol and prohibited drugs as soon as practicable following the accident, if the accident:

1. Involved the loss of human life.

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2. Did not involve the loss of human life, but the mass transit vehicle involved was a bus, electrical bus, van, automobile, rail car, trolley car, trolley bus, or vessel. This requirement will not apply if the City of Fargo determines, using the best information available at the time of the decision, that the covered employee's performance can be completely discounted as a contributing factor to the accident and that the employee's performance could not have contributed to the accident.

The City of Fargo will also test any other covered employee whose performance could have contributed to the accident, as determined by the City of Fargo using the best information available at the time of the decision.

Decision Maker – Appendix 4

The decision to administer or not administer a drug and alcohol post-accident test under this section shall be based upon the City of Fargo's determination, using the best information at the time of the accident. Such a decision must be documented in detail, including the decision-making process used to reach the decision to test or not to test. At the City of Fargo we will use the post-accident substance abuse testing decision maker, found in Appendix 4 to make our decision to test or not to test and to document the file.

For purpose of this policy, an "accident" is defined as an occurrence associated with the operation of a vehicle, if as a result:

1. An individual dies;
2. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident;
3. With respect to an occurrence in which the mass transit vehicle involved in a bus, electric bus, van, or automobile, one or more vehicles incurs disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle.

"Disabling damage" means damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs, including damage to motor vehicles that could have been driven, but would have been further damaged if so driven.

"Disabling damage" does not include:

1. Damage which can be remedied temporarily at the scene of the accident without special tools or parts.
2. Tire disablement without other damage even if no spare tire is available.
3. Headlamp or taillight damage.
4. Damage to turn signals, horn, or windshield wipers making them inoperative.

Covered employees are prohibited from using alcohol for eight hours following any accident or until the required post-accident alcohol test is administered, whichever occurs first. Every effort will be made to conduct post-accident drug and alcohol tests within two hours following

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an accident. Covered employees involved in accidents must therefore remain readily available for testing, including notifying the City of Fargo of their location if they leave the scene of the accident before testing, and will be considered to have refused to submit to testing if they fail to do so. This requirement will not, however, require the delay of necessary medical attention for injured people following an accident or prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

In the event an alcohol test is not administered within two hours following an accident, the City of Fargo will prepare and maintain a record stating the reasons why the test was not promptly administered. If an alcohol test is not administered within eight hours following an accident, the City of Fargo will make no further effort to administer an alcohol test and document the reasons why the test was not administered within eight hours. In the event a drug test is not administered within 32 hours following an accident, the City of Fargo will cease its attempts to administer any further testing.

D. Random Testing [655.45]

Both the City of Fargo and Federal Transit Administration believe that random drug and alcohol testing is an essential part of any program seeking to ensure a drug and alcohol-free mass transportation system. All covered employees subject to this policy will therefore be required to submit to random drug and alcohol testing.

The City of Fargo will conduct random drug and alcohol tests at a minimum annual percentage rate of covered employees as required by the FTA. The minimum annual percentage rates are located in Appendix 2 of this policy.

1. The random selection process will be completely objective and anonymous and will utilize a scientifically valid method such as a random number table or a computer based random number generator matched with employee' social security numbers, payroll identification numbers, or other comparable identifying numbers. The tests will be unannounced and the dates for the test will be reasonably spread throughout the course of the year and occur throughout the work shift. All covered employees will have an equal chance of being tested each time selections are made, regardless of the number of his/her pervious selections, if any.
2. Any covered employee notified of his/her selection for random testing will be required to proceed to the test site immediately. If a covered employee is performing a safety-sensitive function at the time of his/her notification of a random test requirement, he/she will be required to cease performing the safety-sensitive function and proceed to the testing site as soon as possible. Covered employees are required to submit to drug tests anytime while on duty. However, covered employee will only be required to submit to random alcohol tests

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if they are performing a safety-sensitive function, about to perform a safety-sensitive function, or have just ceased performing a safety-sensitive function.

E. Reasonable Suspicion [655.43]

Whenever the City of Fargo has reasonable suspicion to believe that a covered employee has used a prohibited drug or has violated any alcohol prohibition contained in this policy, it will require him/her to submit to a drug and/or alcohol test. However, any such suspicion must be based upon specific, contemporaneous, articulated observations concerning the appearance, behavior, speech or body odors of the covered employee. These observations will only be made by one supervisor who has received appropriate training in detecting the signs and symptoms of drug and alcohol use and will be documented by that individual in a Supervisor's Report of Reasonable Suspicion. Any supervisor who makes a determination that a reasonable suspicion exists to require a covered employee to submit to an alcohol or drug test will not be permitted to conduct the breath alcohol test on that individual or serve as the drug collection site person for his/her drug test.

A reasonable suspicion alcohol test will only be required if the reasonable suspicion observations are made just before, during or after the period of the work day that the covered employee is required to be in compliance with this policy. The City of Fargo will therefore only direct a covered employee to undergo reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, is just about to perform safety-sensitive functions, or has just ceased performing safety-sensitive functions.

If any reasonable suspicion alcohol test is not administered within two hours following the reasonable suspicion determination, the City of Fargo will document the reasons why the test was not promptly administered. If the test is not administered within eight hours following the reasonable suspicion determination, the City of Fargo will no longer attempt to administer an alcohol test and will document the reasons for its inability to do so.

In any reasonable suspicion testing circumstance, a City of Fargo representative will transport the individual to an appropriate collection facility and await the completion of the collection procedure. The City of Fargo representative will then transport the individual back to City of Fargo's premises, where a spouse, family member or other individual will be contacted to transport the individual home. In the event no such individual is available, the City of Fargo will contact a taxi to transport the employee home. If the reasonable suspicion result is negative, the City of Fargo will reimburse the employee for the cost of the taxi. If the employee refuses to comply with any of these procedures and attempts to operate his/her own vehicle, the City of Fargo will take appropriate efforts to discourage him from doing so, up to and including contacting local law enforcement officials. Any employee failing to cooperate with any of the above procedures will be subject to discipline, up to and including discharge.

Notwithstanding the above testing requirements, a covered employee may not report for duty or remain on duty requiring the performance of a safety-sensitive function if that employee is

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under the influence of or impaired by alcohol, as shown by the behavioral, speech and performance indicators of alcohol misuse. Any such covered employee will not be allowed to perform or continue to perform a safety-sensitive function until the employee undergoes an alcohol test yielding an alcohol concentration level of less than 0.02; or the start of the employee's next regularly scheduled duty period, but not less than eight hours following the reasonable suspicion determination.

The City of Fargo will not take any disciplinary action against a covered employee based solely upon observations of the employee's behavior and appearance, with respect to alcohol use, in the absence of an alcohol test, unless the employee has refused to submit to a requested test.

An employee who is required to submit to a controlled substance and/or alcohol test of this policy shall not be assigned to operate any City of Fargo vehicle and/or perform safety sensitive functions pending the outcome of such test. The City of Fargo may, at its option, assign such employee to available non-safety sensitive duties or place him/her on temporary suspension.

An employee whose controlled substance and/or alcohol test produces a negative result shall be promptly returned to his or her former work. Under no circumstances will an employee be made whole for any lost wages on a negative result if he or she is suspended for any additional purposes concurrently with the waiting of the outcome of his or her results. However, an employee not suspended for additional purposes shall be made whole for any lost wages on a negative result.

An employee whose alcohol or controlled substance confirmatory test produces a positive result shall not be made whole for any wages lost while assigned as provided in Section XI of the policy.

F. Return-to-Duty [655.46]

Before a covered employee who has engaged in any conduct prohibited by this policy will be allowed to return to duty requiring the performance of a safety-sensitive function, he/she will be required to undergo return-to-duty alcohol testing with a result indicating an alcohol concentration of less than 0.02 if the conduct involved alcohol, and/or a return-to-duty drug test with a verified negative result, if the conduct involved prohibited drugs. Before returning to duty, the employee must first undergo evaluation by a SAP to determine if the employee followed the recommendations for action by the SAP, including rehab. Please review Section XI, Part C for additional SAP information. If the test is canceled, he/she will be required to take another return-to-duty drug test.

1. The Substance Abuse Professional may recommend that both a drug and alcohol return to duty test be conducted on employees returning to safety-sensitive duties following engaging in conduct prohibited by this policy. If the test is cancelled, he/she will be required to take another return to duty test.

(Continued)

2. The City of Fargo will decide, at its discretion, after reviewing SAP recommendation and employee treatment history, whether or not to return to the employee to safety-sensitive work assignments. The SAP reports must be kept on file for five years.

G. Follow-Up Testing [655.47]

Any covered employee determined by a substance abuse professional to be in need of assistance in resolving problems associated with alcohol misuse and/or prohibited drug use will be subject to additional, unannounced follow-up testing for alcohol and/or controlled substances as directed by the SAP (minimum of six follow-up tests in the first year after return to safety-sensitive duties). However, follow-up alcohol testing will be conducted only when the employee is performing safety-sensitive functions, just before the employee is perform safety-sensitive functions, or just after the employee has ceased performing safety-sensitive functions. The employee must also follow the treatment plan as prescribed by the SAP. Random or other types of tests will not be counted as follow-up tests. Any canceled tests must be repeated.

H. Re-Test Alcohol Concentration 0.02<0.04 [655.48]

1. 0.02-0.039: The employee will be removed temporarily from performing safety-sensitive duties for a minimum of eight hours from the time of the test unless the individual is retested and has a test result of less than 0.02.
2. >0.04 or greater: The employee will be immediately removed from safety-sensitive duties and subject to the consequences and discipline outlined in Section XI.

I. Refusal to Submit [655.49]

Any covered employee who refuses to submit to an alcohol or drug test will be prohibited from performing or continuing to perform a safety-sensitive function and be subject to discipline as outlined in Section XI of this policy. "Refusal to submit" to an alcohol or drug test constitutes a verified positive result and violation of policy. Refusal to submit includes the following conduct:

1. Alcohol:

Per DOT Regulation 49 CFR 40.261, as an employee, you are considered to have refused to take an alcohol test if you:

- a. Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the City of Fargo, consistent with applicable DOT agency regulations, after being directed to do so by the City of Fargo;
- b. Fail to remain at the testing site until the testing process is complete; an employee who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test;
- c. Fail to provide an adequate amount of saliva or breath for any alcohol test required by this part or DOT agency regulations; an employee who does not provide an

(Continued)

adequate amount of breath or saliva because he or she has left the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test;

- d. Fail to provide a sufficient breath specimen, and the physician has determined, through a required medical evaluation, that there was not adequate medical explanation for the failure;
- e. Fail to undergo a medical examination or evaluation, as directed by the City of Fargo as part of the insufficient breath procedures;
- f. Fail to sign the certification of the ATF; or
- g. Fail to cooperate with any part of the testing process.
 - i. As an employee, if you refuse to take an alcohol test, you incur the same consequences specified under DOT agency regulations for a violation of those DOT agency regulations.
 - ii. AS a BAT or an STT, or as the physician evaluating a “shy lung” situation, when an employee refuses to test as provided in this section, you must terminate the portion of the testing process in which you are involved, document the refusal on the ATF (or in a separate document which you cause to be attached to the form), immediately notify the DER by any means (e.g., telephone or secure fax machine) that ensures the refusal notification is immediately received.
 - iii. As an employee, when you refuse to take a non-DOT test or to sign a non-DOT form, you have not refused to take a DOT test. There are no consequences under DOT agency regulations for such a refusal.

2. Drugs:

Per DOT Regulation 49 CFR 40.191, as an employee, you have refused to take a drug test if you:

- a. Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the City of Fargo, consistent with applicable DOT agency regulations, after being directed to do so by the City of Fargo;
- b. Fail to remain at the testing site until the testing process is complete; an employee who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test;
- c. Fail to provide a urine specimen for any drug test required by this part or DOT agency regulations; an employee who does not provide a urine specimen because he or she has left the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test;
- d. In the case of a directly observed or monitored collection in a drug test, fail to permit the observation or monitoring of your provision of a specimen;
- e. Fail to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
- f. Fail or decline to take a second test the City of Fargo or collector has directed you to take;

(Continued)

- g. Fail to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER. In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment; or
- h. Fail to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector; behave in a confrontational way that disrupts the collection process).
 - i. As an employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.
 - ii. As an employee, if you refuse to take a drug test, you incur the consequences specified under DOT agency regulations for a violation of those DOT agency regulations.
 - iii. As a collector or an MRO, when an employee refuses to participate in the part of the testing process in which you are involved, you must terminate the portion of the testing process in which you are involved, document the refusal on the CCF (including, in the case of the collector, printing the employee's name on Copy 2 of the CCF), immediately notify the DER by any means (e.g., telephone or secure fax machine) that ensures that the refusal notification is immediately received. As a referral physician (e.g., physician evaluating a "shy bladder" condition or a claim of a legitimate medical explanation in a validity testing situation), you must notify the MRO, who in turn will notify the DER.
 - iv. As an employee, when you refuse to take a non-DOT test or to sign a non-DOT form, you have not refused to take a DOT test. There are no consequences under DOT agency regulations for such a refusal.
- i. For an observed collection, fail to follow the observers' instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
- j. Possess or wear a prosthetic or other device that could be used to interfere with the collection process.
- k. Admit to the collector or MRO that you adulterated or substituted the specimen.
 - i. As an employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.
 - ii. As an employee, if you refuse to take a drug test, you incur the consequences specified under DOT agency regulations for a violation of those DOT agency regulations.
 - iii. As a collector or an MRO, when an employee refuses to participate in the part of the testing process in which you are involved, you must terminate the portion of the testing process in which you are involved, document the refusal on the CCF (including, in the case of the collector, printing the employee's name on Copy 2 of the CCF), immediately notify the DER by any means (e.g., telephone, or secure fax machine) that ensures that the

(Continued)

refusal notification is immediately received. As a referral physician (e.g. physician evaluating a “shy bladder” condition or a claim of a legitimate medical explanation in a validity testing situation), you must notify the MRO, who in turn will notify the DER; as the collector, you must note the refusal in the “Remarks” line (Step 2) and sign and date the CCF; as the MRO, you must note the refusal by checking the “refused to test because” box (Step 6) on Copy 2 of the CCF, and add the reason on the “Remarks” line. You must then sign and date the CCF. As an employee, when you refuse to take a non-DOT test or to sign a non-DOT form, you have not refused to take a DOT test. There are no consequences under DOT agency regulations for refusing to take a non-DOT test. Failing to remain readily available for testing, including notifying the City of Fargo of his/her location if he/she leaves the scene of the accident, when an individual is involved in an accident as defined in this policy.

3. Other Testing

If an employee has a verified positive result, adulterated or substituted sample, the employee is to be immediately removed from safety-sensitive duties.

a. Negative Dilute Specimen

- The City of Fargo will require the employee to provide another specimen immediately.
- The City of Fargo will accept the second negative dilute result.
- The collection cannot be witnessed, unless there is another basis for use of direct observation.
- If the result is canceled/invalid, (with no medical explanation) the employee will need to undergo an immediate witnessed collection.

J. Cancelled tests

If the test is canceled, immediate re-collections are required for pre-employment, return to duty, or follow-up tests. Only the MRO can cancel a test.

V. DRUG AND ALCOHOL TESTING – All testing will be done in accordance with 49 CFR Part 40

VI. CONFIDENTIALITY AND RECORDKEEPING

A. Access to Facilities and Records [Part 40.37]

Upon written request by any covered employee, the City of Fargo will promptly provide copies of any records pertaining to the employee’s use of alcohol or drugs, including any records pertaining to his or her alcohol or drug tests. Access to a covered employee’s records will not be contingent upon payment for the records other than those specifically requested.

(Continued)

VII. EMPLOYEE ASSISTANCE PROGRAM/SUBSTANCE ABUSE PROFESSIONAL

A. Employee Education

The City of Fargo will provide employees subject to this policy with education materials explaining the requirements of the Federal Transit Administration drug and alcohol regulations and the City of Fargo policies and procedures for meeting them. In addition, employees will be provided with information concerning the effects of drug use and alcohol misuse on an individual's health, work, and personal life; signs and symptoms of an alcohol or drug problem (the employee's or a co-worker's); and available methods of intervening when an alcohol or drug problem (the employee's or a co-worker's); and available methods of intervening when an alcohol or drug problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management. This information will include the following:

1. Display and distribution of information material
2. Display and distribution of a community service hot-line telephone number for employee assistance.

Covered employees will receive at least 60 minutes of training on the effects and consequences of prohibited drug use on personal health, safety and the work environment and on the signs and symptoms which may indicate prohibited drug use.

Copies of the above materials and this policy will be distributed to each covered employee prior to the start of alcohol and drug testing required herein and to each employee subsequently hired or transferred into a position requiring the performance of a safety-sensitive function covered by this policy. Each employee who receives a copy of these materials will be required to sign a statement certifying that he or she has received a copy of the same. The City of Fargo will retain the original of the signed certificate and will provide a copy to the employee, if requested. The City of Fargo will also provide written notice to representatives of employee organizations as to the availability of this information, if applicable.

Any questions about the requirements of this policy should be directed to the program contact individual listed.

B. Supervisory Training

Any individual designated to determine whether reasonable suspicion exists to require a

covered employee to undergo a drug or alcohol test under this policy will be required to receive at least 60 minutes of training on alcohol misuse and 60 minutes of training on drug use. This training will cover the physical, behavioral, speech and performance indicators of probable alcohol misuse and prohibited drug use.

(Continued)

C. Referral, Evaluation and Treatment

Procedures for referral of covered employees, including applicants, with a positive test result or an alcohol concentration of 0.04 or greater [49 CFR Part 40] & [655.62].

1. Available Resources

Any employee who engages in conduct prohibited by this policy will be provided with information about the resources available for evaluating and resolving problems associated with the misuse of alcohol or prohibited drug use, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.

2. Substance Abuse Evaluation

Although an employee's employment with the City of Fargo may be terminated for a violation of this policy, employees will be advised to undergo an evaluation by an appropriate substance abuse professional, who will determine what, if any, assistance the employee may need in resolving problems associated with alcohol misuse and/or prohibited drug use. This requirement will apply regardless of whether such conduct is discovered as a result of a positive drug or alcohol test, independent employer knowledge or a voluntary admission by the employee. The referral, evaluation and rehabilitation requirements outlined above do not apply to applicants who refuse to submit to or test positive in a pre-employment drug test.

3. Follow Up Testing [655.47]

The SAP shall determine the frequency and duration of follow up testing for a covered employee. Such employees shall be required to take a minimum of six follow up drug tests or six follow up breath alcohol tests, with verified negative results during the first 12 months after returning to duty. After that period of time, the SAP may recommend to the employer the frequency and duration of testing, provided that the testing ends in 60 months for the return to duty.

- a. The SAP will conduct the initial evaluation and any follow-up evaluations required.
- b. It is the duty of the SAP to determine if the employee has cooperated with any recommendations.
- c. The SAP will determine if further treatment or aftercare is needed.
- d. The SAP will provide the City of Fargo with a follow-up testing plan.

4. Substance Abuse Professional (SAP) [655.52]

For purposes of this policy, a substance abuse professional (SAP) is defined as a licensed physician (M.D. or D.O.), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by NAADAC or ICRC who has knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders. The SAP's role is to evaluate the employee's need for assistance in resolving problems related to alcohol or drug abuse,

(Continued)

determine if the employee has complied with any recommended treatment or rehabilitation, and to determine a program of follow-up testing as appropriate.

All SAP's must comply with Part 40.281-Part 40.283 for qualifications. All SAP's must complete a training course with an accredited organization and pass an examination on course content. Every three years SAP's must complete 12 (CEU) hours of continuing education relevant to SAP functions. All SAP's (local and national) must provide certification to the City of Fargo.

D. Voluntary Rehabilitation

An employee who voluntarily (not in response to a City of Fargo request to take a controlled substance abuse/alcohol test or the positive result of a controlled substance abuse/alcohol test) admits to management that he or she has a controlled substance abuse/alcohol problem, and who wishes to submit to a Rehabilitation Program, must sign a release and agreement of rehabilitation, and will be subject to the following:

1. *The employee shall be placed on unpaid medical leave until:*
 - a. *He or she presents evidence of having enrolled in and successfully completed at his or her own expense, a rehabilitation program approved by the City of Fargo, and:*
 - b. *He or she submits to a return to duty controlled substance and alcohol test at his or her own expense which produces a negative result, and:*
 - c. *He or she signs the City of Fargo's Post – Rehabilitation Return to Work Agreement.*

2. *An employee placed on rehabilitation leave as provided in paragraph (D) of this section must satisfy the provisions of sub-paragraphs a, b, and c of that paragraph no later than 12 weeks from the commencement of this personal leave. An employee failing to do so shall be deemed to have abandoned his or her job. Any employee who is returned to work as provided in this section of the policy and who fails to comply with any of the terms of the Rehabilitation Agreement will be discharged. In addition to the removal from safety-sensitive functions required by Federal Transit Administration Regulations, the City of Fargo will follow the City's disciplinary guide which calls for unpaid suspension and referral to EAP a second offense is discharge.*

E. Applicants

An individual who tests positive on a pre-employment test for a prohibited drug will not be hired for a covered function

F. Employees

(Continued)

Any employee who tests positive for a prohibited drug or for alcohol with a saturation level of 0.04 or greater on a second will be discharged from employment with the City of Fargo.

Any employee who engages in any conduct that constitutes a refusal to submit to a drug or alcohol test required under this policy will be discharged from employment with the City of Fargo.

Any employee whose alcohol test result is 0.02-0.03 concentration will be removed from duty for at least 24 hours or until his/her next regularly scheduled shift, whichever is longer. All time suspended will be without pay. Any employee who tests 0.02-0.039 alcohol concentration on more than one occasion will be discharged from employment with the City.

VIII. OTHER CONSEQUENCES

The following consequences (any other consequences described in this policy that differ from the minimum requirements of FMCSA rules and regulations) are imposed by the City of Fargo under independent authority and are not required by FMCSA regulations.

A. Termination of Employment

- 1. City of Fargo will not guarantee reinstatement of an employee who has been removed from safety-sensitive functions after engaging in prohibited conduct, even when that employee is involved and cooperating in DOT's return-to-duty process. City of Fargo reserves the right to withhold a final decision regarding reinstatement until after results of a Return-to-Duty test have been received.*
- 2. An employee who engages in prohibited conduct a second time will be terminated from employment.*
- 3. An employee who tests positive for controlled substances or whose test indicates alcohol concentration of 0.04 or greater following a fatal accident will, under FMCSA rules, be immediately removed from service, and, under the City's independent authority, will be terminated from employment.*
- 4. An employee who is convicted of driving under the influence of controlled substances and/or alcohol while on duty will be immediately terminated from employment.*
- 5. An employee who refuses to submit to required testing for alcohol and/or controlled substances will be considered to have voluntarily resigned.*
- 6. The services of any non-employee (a contract driver, or independent owner-operator) who engages in prohibited conduct will be immediately discontinued.*
- 7. An employee who provides two alcohol test results that are greater than 0.02 but below 0.04, and whose employment is not terminated as provided herein, will be terminated from employment if he/she refuses to be assessed by our EAP, or refuses to sign a release of information for the City to receive assessment results, or refuses to participate in or complete a program of rehabilitation or treatment recommended by the EAP counselor.*

(Continued)

8. *When an employee has not reported to a scheduled SAP appointment within three working days after receiving the SAP's name and phone number, the City will no longer continue to hold the employee's position open and will consider the employee to have voluntarily resigned.*
9. *If a SAP reports that an employee is not cooperating, or has dropped out of the program, the City will consider that the employee has voluntarily resigned, and will take steps to replace the employee.*
10. *When it is discovered that an employee provided false information regarding previous test results on pre-employment test, or when other information on the application has been falsified, the employee will be immediately terminated.*

B. *Suspended Status*

1. *When an employee's alcohol test result is above 0.02 but less than 0.04, FMCSA regulations require that the employee be removed from safety-sensitive functions for 24 hours. Under independent authority, the City considers this to be unpaid suspension.*
2. *When an employee is using a prescription medication and provides no written notice or authorization from a licensed medical practitioner advising that the employee may continue to safely operate a Commercial Motor Vehicle while using the medication, city of Fargo reserves the right to place the employee on unpaid suspension until such information is received by the City's Safety Coordinator or Director of Human Resources, or until the medication is no longer required.*
3. *An employee who is charged by any governmental authority with driving under the influence of controlled substances and/or alcohol while on duty will be placed on unpaid suspension, pending resolution of the charge.*

C. *Employee Costs for Testing*

1. *When the cost of a follow-up test, or a retest, as specified in this policy, is to be borne by the employee, that employee may elect to sign an authorization form that permits the City of Fargo to deduct those costs from the employee's subsequent paycheck. Such arrangements will be made through the City's Human Resources Department.*

D. *Additional Testing for Drugs and Alcohol*

An employee will be required to submit to a non-DOT test for reasonable suspicion in those circumstances when the employee is suspected of drug or alcohol use, or has violated a work rule as stated elsewhere in the City of Fargo's policies, or is involved in or may have contributed to the cause of an accident, or causes injury to him/herself or to another person, when the circumstances related to that incident do not meet the requirements of a DOT test.

(Continued)

City of Fargo may change, later, or eliminate any or all portions of this policy as it deems appropriate, or as mandated or permitted by applicable laws, and may interpret it in response to any particular circumstances. An up-to-date copy of the policy is kept in the Office of the Director of Human Resources. Employees may request to see the policy at any time during normal business hours. An up-to-date copy will also be stored on the City's Intranet, at the Human Resources site.

(Continued)

City of Fargo Contact, Lab, Collection site and MRO Information

(note: Contractor for Transit Services may have different information; this will be outlined in their Drug & Alcohol Program)

Employee Contact: Luke Lindberg
Safety Manager
701-241-1509
701-730-8878

Collection Site: Essentia Health
1401 13th Ave. E.
West Fargo, ND 58103
701-364-5751

Laboratory: MedTox Laboratories
402 W County Road D
St. Paul, MN 55112
800-832-3244

Secondary Laboratory: LabOne
10101 Renner Blvd
Lenexa, KS 66219
800-728-4064

MRO: Dr. Fernando Proano
Advanced Drug Testing
1502 13th Ave West, Suite 201
Williston, ND 58801-3825
Phone: 701-577-0498
Fax: 701-577-0708

SAP: The Village Employee Assistance Program provides SAP Network
1201 25th Street South
Fargo, ND 58103
1-800-627-8220

Drug and Alcohol Abuse Help Lines

VBI: City of Fargo EAP provider 1-800-627-8220
Alcoholics Anonymous: 701-235-7335
Narcotics Anonymous: 701-234-9330

(Continued)

Post Rehabilitation Return to Work Agreement

- 1. I understand that my previous job performance warrants close supervision for an extended period of time upon my return to work and I will accept such supervision as a constructive part of my recovery.**
- 2. I understand that upon my return to work, I must meet all established standards of conduct and job performance and that I will be subject to the City's disciplinary schedule for any failure to meet those standards.**
- 3. I understand that I will be subject to random controlled substance testing as set by my Substance Abuse Professional. The City will not pay the cost of such follow-up testing.**
- 4. I agree that I shall cooperate fully with all request concerning controlled substance and alcohol testing. Failure to do so will result in disciplinary action.**

I understand and agree that my leave of absence, reinstatement, and continued employment are contingent upon satisfying all of the above rules and conditions of employment and that my failure to do so subjects me to discipline, up to and including termination.

Signature _____

Date _____

Supervisor _____

DAPM _____

(Continued)

APPENDIX 1

NOTIFICATION OF TESTING

This testing is required by Federal Transit Administration regulations (49 CFR Part 655 & US DOT Regulation 49 CFR Part 40). A verified positive result in and/or the failure or refusal to submit to this test will disqualify you from the performance of safety-sensitive functions of the City of Fargo and may subject you to such other action as outlined by the City of Fargo policy.

(Continued)

APPENDIX 2

MINIMUM ANNUAL PERCENTAGES FOR RANDOM DRUG AND ALCOHOL TESTING

The annual random testing rates for drugs and alcohol are determined separately based on the industry wide positive rate for the preceding two-consecutive year period based on annual MIS reports submitted by covered employers and in accordance with 49 CFR Part 655. Rates for future years will be announced each year with the rates dependent on industry-wide experience rates. If changes occur, they will be noted in this section.

Drugs

The annual percentage of covered employees that need to be tested on an annual basis is 50%.

Alcohol

The annual percentage of covered employees that need to be tested on an annual basis is 10%. (The 10% annual percentage of covered employees that need to be tested is a change and a reduction from 25%. The change occurred on 1/6/1998, Federal Register vol. 63, No. 3, page 418 & 419).

(Continued)

APPENDIX 3

Initial Testing

The initial test shall use an immunoassay which meets the requirements of the food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these drugs or classes of drugs:

Cutoff Concentrations for Drug Tests

Initial test analyte	Initial test cutoff¹	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites (THCA) ²	50 ng/mL ³	THCA	15 ng/mL.
Cocaine metabolite (Benzoylecgonine)	150 ng/mL ³	Benzoylecgonine	100 ng/mL.
Codeine/ Morphine	2000 ng/mL	Codeine Morphine	2000 ng/mL. 2000 ng/mL.
Hydrocodone/ Hydromorphone	300 ng/mL	Hydrocodone Hydromorphone	100 ng/mL. 100 ng/mL.
Oxycodone/ Oxymorphone	100 ng/mL	Oxycodone Oxymorphone	100 ng/mL. 100 ng/mL.
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL.
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL.
Amphetamine/ Methamphetamine	500 ng/mL	Amphetamine Methamphetamine	250 ng/mL. 250 ng/mL.
MDMA ⁴ /MDA ⁵	500 ng/mL	MDMA MDA	250 ng/mL. 250 ng/mL.

(Continued)

These cutoff levels are subject to change by the Department of Health and Human Services as advances in technology or other considerations warrant identification of these substances at other concentrations.

(Continued)

APPENDIX 4

DAPM – 1

City of Fargo

Post-Accident Substance Abuse Testing Decision Maker

Any safety sensitive employee operating a transit vehicle at the time of the accident will be required to submit to testing for alcohol and prohibited drugs as soon as practicable following the accident. The City will also test any other employee whose performance could have contributed to the accident, as determined by the City using the best information available at the time of decision.

Accident Information

Date of Accident _____ Time of Accident _____ am/pm

Operator's Name _____

Decision Questions

Was there a fatality? Yes ___ No ___ If yes, post-accident testing required.

If the accident was non-fatal and involved a transit vehicle (bus or para-transit van) ask the following questions:

1. Has any individual suffered a bodily injury and immediately received medical treatment away from the scene of the accident? Yes ___ No ___
2. Was there disabling damage to the transit vehicle as a result of the occurrence and is it transported away from the scene by a tow truck or other vehicle? Yes ___ No ___

If yes is checked for questions 1 or 2, a post-accident test is required unless you determine, using the best information available at the time of decision, that the employee's performance can be completely discounted as a contributing factor for the accident. Must note on reverse side reason for not testing.

(Continued)

In the event an alcohol test is not administered within two hours following an accident, prepare and maintain a record on the reverse side of this form stating the reasons why the test was not promptly administered. If an alcohol test is not administered within eight hours following an accident, the City will make no further effort to administer an alcohol test and document the reason why the test was not administered within eight hours. In the even a drug test is not administered within 32 hours following an accident; do not continue to administer the drug test.

If an employee is required to submit to a substance abuse test, they shall not be assigned to operate any City vehicles or perform any safety sensitive functions pending the outcome of the test.

On-Scene Decision Maker Signature _____

Date _____

Reason Test Was Not Completed

On-Scene Decision Maker Signature _____

Date _____



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

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS
FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR
DATE: MAY 30, 2018
SUBJECT: REQUEST FOR SOLE SOURCE PROCUREMENT AND CONTRACT APPROVAL FOR NATURAL RESOURCES MANAGEMENT RESEARCH FOR THE FARGO PROJECT.

As part of The Fargo Project, located at Rabanus Park, North Dakota State University (NDSU) has conducted research regarding vegetation management in order to gain a better understanding of how to overcome vegetation re-establishment issues related to cold climate, dry summers, and irregular water inundation. The NDSU School of Natural Resource Science is proposing to build on these studies and further research surface and groundwater quality, soils and soil forming factors. This information will be able to be applied to future stormwater projects and all land management within the community.

Attached you will find a proposal from the NDSU School of Natural Resource Science. The work will encompass studies for two years. The contract with the School of Natural Resource Science is for \$37,774. The contract amount is ready for allocation and we expect a contract from NDSU within the next few days. We would desire to distribute the money upon your approval, as students are ready to begin their research.

On May 21, 2018 the Finance Committee recommended approval of the contract. The project is funded by the 2017 and 2018 approved city budgets for these services.

Suggested Motion:

To approve the NDSU School of Natural Resource Science research proposal for \$37,774 for research to be performed between 2018-2019 and to authorize the Mayor to execute the School of Natural Resources contract.



	<h1>Sole Source and Piggyback Procurement Form</h1>
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Sole Source and Piggyback Justification for Procurement

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

Vendor Name:

NDSU School of Natural Resource Science

Estimated Dollar Amount of Purchase:

\$37,774

The project/service is required to:

The Planning Department is requesting sole source procurement for a research proposal from North Dakota State University School of Natural Resource Science for research services related to The Fargo Project. The amount is \$37,774 and will be paid for by The Fargo Project funds that were approved with the 2017 and 2018 budgets. This is needed for understanding the source of pollution that has been discovered at The Fargo Project site.

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

The research proposal, directed by Christina Hargiss, will study surface and groundwater quality, and soils and soil forming factors. This study builds off a previous study by the NDSU School of Natural Resource Science, which is in its last year of a three-year study which measured water quality, native vegetation and stakeholder survey for site perception. This study was also directed by Christina Hargiss. NDSU School of Natural Resource Science has the knowledge base and experience from previous contract work, the understanding of the complexities and sensitivities of the project, as well as volunteer participation that precedes research contracts. Christina has also received an in kind grant from the state Department of Health to process the testing, at no cost to the city.

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

NDSU School of Natural Resource Science approached the Planning Department with a new study proposal that builds off the previous study, as noted previously. Due to the unique nature of the project, the NDSU School of Natural Resource Science is the only research group that has the past experience, research and participation of The Fargo Project to conduct the study.


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

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

Due to the unique nature of The Fargo Project, the NDSU School of Natural Resource Science is the only research group that has the knowledge base and experience from previous contract work, and the understanding of the complexities and sensitivities of the project to conduct the study. If NDSU wasn't able to do this research, we most likely wouldn't be doing this work.

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

N/A

Signature: 
(Requestor)


Printed Name: Nicole Crutchfield

Department: Planning

Title: Director

Date: 5/16/18

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

 (Requestor initials)



June 4, 2018

Letter of Agreement for research services at School of Natural Resource Science at North Dakota State University.

This letter of agreement is between the City of Fargo and North Dakota State University (NDSU) for the purpose of studying impacts related to the restoration of the stormwater basin located at Rabanus Park; otherwise known as The Fargo Project.

- The scope of work to be performed by NDSU is described in the May 2, 2018 proposal (attached), and titled *Understanding E. coli and Soil Forming Factors at The Fargo Project*. This proposal was presented and approved at the City of Fargo City Commission meeting on June 4, 2018 for a total of \$37,774.
- Terms of this agreement will be for two school years and will be supervised by faculty at NDSU.
- The city will disperse the total sum of \$37,774 upon execution of this agreement.
- This agreement may be terminated if the recipient materially fails to comply with research materials provided in the attached scope. The City reserves the right to monitor and evaluate the progress and performance of the award to assure that the terms of this agreement are being satisfactorily met in accordance with the City.
- The items described above, plus the attachment titled Research Proposal dated May 2, 2018 shall constitute the agreement.
- This agreement is terminable at will be either party upon 30 days' written notice. In the event of termination, NDSU will refund to the City and unearned portion of the \$37,774.

Authorized University Representative
Jill Mackenzie, Award and Program Officer

Timothy J. Mahoney
Mayor

NDSU NORTH DAKOTA STATE UNIVERSITY

GRANT APPLICATION TRANSMITTAL

This page indicates university endorsement of the referenced proposal and is intended to be submitted to the sponsor organization.

Sponsor Organization: City of Fargo
Project Title: *Understanding E.coli and Soil Forming Factors at the Fargo Project*
Project Director: Christina Hargiss
Department: School of Natural Resource Science

Project Budget:
Total Direct Costs \$ 34,340
F&A/In-direct Costs \$ 3,434
F&A/IDC Rate 10%
Total Requested \$ 37,774

Authorized University Representative:

Title: Amy Scott Jill Mackenzie Valrey V. Kettner
Assistant Director Award and Program Officer Associate Vice President

Address: Office of Sponsored Programs Administration
North Dakota State University
NDSU Dept. 4000, PO Box 6050
Fargo ND 58108-6050

Phone: (701) 231-8045

Signature: 

Date: 5-3-18

Any future notifications regarding this proposal, including award notices, should be directed to the authorized university representative at the address listed above.

Thank you.

Research Proposal and Budget Justification for Understanding E.coli and Soil Forming Factors at the Fargo Project

May 2, 2018

Students

One water quality masters student (wage @\$11,000 per year) will be hired on the project and will work on water quality and e.coli both surface and piezometer study, see descriptions below.

A second soils masters student (wage @\$3,000 per year) will be hired to work on soils and soil forming factors to support the piezometer portion of the study.

Fringe Benefits

3% for graduate student (\$840 for both students over the 2 years)

Research Design

During recent research e.coli was found to be very high in FM area detention stormwater ponds, but other water quality research in the area showed that e.coli was not high at retention stormwater ponds. The following study seeks to further understand this relationship as well as investigate the soils and soil forming factors at the Fargo Project. This proposal includes three different portions of the study: 1) piezometers to look at groundwater near detention channel and how far e.coli stays in the water as one moves away from the channel; 2) surface sampling to determine e.coli that moves into these sites and how rain events affect both retention (holds water – “pond” type basin) vs. detention (only during storm events); and 3) investigate the soil characteristics at the Fargo Project and soil forming factors at the site as related to present and past research on water, vegetation, and dynamics of the basin.

Portion 1 – Piezometer Water Quality:

We propose putting in 4 areas of piezometers at the Fargo project basin. At each of these 4 areas there would be a piezometer placed adjacent to the channel (0) and then 2 more piezometers placed at a certain distance from the channel (TBD, but possibly 2.5 m and 5 m) at the Fargo Project. Additionally 2 sites (likely one retention and one detention) would be part of the study. At these sites there would just be one piezometer location but there would be 3 piezometers put in at the 0, and 2 TBD distances (same as Fargo project). When these piezometers are sampled surface sampling would need to be done for comparison. At the Fargo project that would mean 4 surface samples at the inlets (2), confluence, and outlet. At the other 2 sites it would mean 2 samples (inlet and outlet), potentially only 1 at the pond basin.

Portion 2 - Surface Water Quality:

To determine how these sites are impacted on a larger scale and at both detention and retention basins we propose sampling at 5 total retention “ponds” and 3 total detention basins at the surface. This would be an additional 6 samples to what is proposed in portion one of the study.

Timing of Sampling for Water Quality:

Surface sampling would occur every time it rains enough to have residence time of water of 5-10+ hours at the Fargo Project, preferably at the "peak" of water in the detention basins. We assume this would equate to approximately a ½" of rain or more in an hour.

The exact same surface sampling as well as the full piezometer sampling would take place 1 week after the event to determine the flush during the event and then the residence of e.coli at the site. It is of course impossible to predict rain. So at a minimum we would sample once per month at all the locations to record based data if it is a dry year. Sampling will take place May-September during the summers of 2018 and 2019. Additionally it should be mentioned that samples will only be taken during storm events if they can be transported to NDDoH and analyzed within the time allotment.

Portion 3 – Soils:

At the Fargo Project previous research has been conducted on native vegetation, water quality, and stakeholder perceptions of the site. However, the one piece that is missing is an understanding of the soils. The objective of this research is to study soil development and characteristics within the basin. There are wetland soils at the site as well as arid soils that are covered periodically by water. The goal of this research is to determine how soils develop at a site like this and if/when hydric soil characteristics form. The methods used for this study will be to characterize and compare the soils at the Fargo Project and knowledge of soils and hydric soil formation factors within the area.

Travel

There will be travel needed to the Fargo Project and other sites, all will be within the FM area city limits or close to it. Additionally, students will be asked to present at a professional meeting such as the North Dakota Water Quality Monitoring Conference in Bismarck. Costs for travel are estimated at \$1,000 per year for both years of the project = \$2,000.

Supplies

This money will be used to carry out the different portions of the project. For the water quality study piezometers will need to be purchased and installed (\$150 each X 20 = \$3,000). Additional supplies will be needed for the water quality and soils portions of the study. We are unsure of exact materials needed but will include items such as the following: hip waders or mud boots, coolers to hold samples, lab consumables, sample bottles, shovels, and soil auger. These expenses have been estimated at \$250 per year for both years = \$500. This equals \$3,500 total in supplies for the project.

Administration

The City of Fargo pays 10% for administration fees (see attached letter).

Total Direct Cost = \$34,340

Administration @ 10% - \$3,434

Total Project Cost = \$37,774

Research Design:

We are proposing 2 different portions of the study: 1) piezometers to look at groundwater near channel and how far e.coli stays in the water as you move away from the channel; and 2) surface sampling to see e.coli that moves into these sites and how rain events affect both retention (holds water – “pond” type basin) vs. detention (only during storm events).

Rationale:

Based on the urban stormwater retention study of 30 rural, peri-urban, and urban ponds we didn't see much problem with e.coli (sporadic but not common). But at the Fargo project and sampling for storms we saw major problems with e.coli. At no time during sampling for 2 years would the Fargo project meet recreational standards for e.coli or even close – one storm event almost all “too many to count” readings on the second dilution, this means 16,000 and the recreational standard is 126.

Additionally e.coli was found to be very high in both the surface samples as well as the piezometers that were placed directly adjacent to the channel to measure groundwater. As part of the storm event sampling we also saw fluctuations in e.coli based on how recently minor rains had happened. We would like to better gauge the amount of e.coli that flows through the basins during different types of storm events.

In general we also want to know how does it impact recreation at the Fargo Project? Information we are finding out says that the source of the e.coli is very important in determining if the e.coli is detrimental. New and scientifically valid technology allows source tracking of the e.coli bacteroidales to determine if they are human, dog, bird, etc. For example if it is from humans it is more likely to cause major illness. This type of analysis is not cheap so it is best to do regular e.coli analysis (NDDoH) but then choose select samples to determine the source(s) of e.coli to establish safety.

Portion 1 of the study:

We propose putting in 4 areas of piezometers at the Fargo project basin. At each of these 4 areas there would be a piezometer placed adjacent to the channel (0) and then 2 more piezometers placed at a certain distance from the channel (TBD, but possibly 2.5 m and 5 m) at the Fargo Project. Additionally 2 sites (likely one retention and one detention) would be part of the study. At these sites there would just be one piezometer location but there would be 3 piezometers put in at the 0, and 2 TBD distances (same as Fargo project). When these piezometers are sampled surface sampling would need to be done for comparison. At the Fargo project that would mean 4 surface samples at the inlets (2), confluence, and outlet. At the other 2 sites it would mean 2 samples (inlet and outlet), potentially only 1 at the pond basin.

Portion 2 of the study:

To determine how these sites are impacted on a larger scale and at both detention and retention basins we propose sampling at 5 total retention “ponds” and 3 total detention basins at the surface. This would be an additional 6 samples to what is proposed in portion one of the study.

When to sample:

Surface sampling would occur every time it rains enough to have residence time of water of 5-10+ hours at the Fargo Project, preferably at the “peak” of water in the detention basins. We assume this would equate to approximately a ½” of rain or more in an hour.

Then the exact same surface sampling as well as the full piezometer sampling would take place 1 week after the event to determine the flush during the event and then the residence of e.coli at the site.

It is of course impossible to predict rain. So at a minimum we would sample once per month at all the locations to record based data if it is a dry year. In case of a large rain event year we could cap this sampling at a certain number of events per summer. We would like to be able to conduct this sampling May-September during the summers of 2018 and 2019 if possible. Additionally it should be mentioned that samples will only be taken during storm events if they can be transported to NDDoH and analyzed within the time allotment.

Additionally, we will be talking to the City of Fargo about source tracking the e.coli. We would request that the NDDoH filter and chill samples that if then showed high e.coli we could send to Source Molecular (or most suitable location for source tracking the e.coli).

Request from NDDoH:

- Analysis of the samples mentioned above for e.coli first and second dilutions. A spreadsheet is attached that lays out the number of samples for each sampling time (take times 2 for storm and 1 week after).
- If possible we would also like to request potential analysis of these samples for general chemistry, nutrients, and TSS; TSS only in surface samples. This would of course depend on NDDoH's interest and availability to do so. Sampling during the Fargo Project for diesel range organics, oil and grease, and trace elements didn't show any major concerns so we don't feel additional analysis and cost associated with testing these analytes would be useful.
- Access to courier for transporting samples to Bismarck

Request from the City of Fargo:

- Masters student (e.coli) stipend/partial stipend (\$10-12,000 X 2 years)
- Masters student (soils) partial stipend (\$3,000/year X 2 years)
- Piezometer supplies
- Permissions to access properties and install piezometers for sampling
- Travel (to site and maybe a conference or 2 for presentation of results)
- Source tracking of e.coli (human, bird, dog, etc) this could be anywhere from as little as \$1,000 to as expensive as you are willing to make it. The more samples you have the more accurate your data and knowledge of what is at the site. We can discuss exact amounts and how this works in person to give you a better idea. At this point we would recommend doing this through Source Molecular. Their approximate rates are \$415 for first sample/1st marker (ie human or bird, etc), \$315 each for 2 markers on sample, \$265 each for 3 markers on sample, and \$215 each for 4+ markers on sample. If a program of samples/markers was to be set up can get price estimate for that.

NDSU NRM Fargo Project Budget

	Year 1	Year 2	Total
Partial Stipend Water Quality Graduate Student \$11,000/yr	11,000	11,000	22,000
Partial Stipend for Soils Graduate Student \$3,000/yr	\$3,000	3000	6,000
Fringe Benefits	Year 1	Year 2	
Graduate Student @3%	330	330	660
Graduate Student @3%	90	90	180
Operating			
Travel to sites and present at professional meeting	1000	1000	2000
Supplies (piezometers, shovel,r)	3250	250	3500
Total			34,340
Administration (@ 10%)			3434
Total Project Cost			37,774

15

City of Fargo Staff Report			
Title:	Valley View Eighth Addition	Date:	12/26/2018
		Update:	5/30/2018
Location:	3630 & 3650 Veterans Boulevard South	Staff Contact:	Kylie Bagley
Legal Description:	Lot 2, Block 1, Valley View Seventh Addition		
Owner(s)/Applicant:	K Square Development/Lowry Engineering	Engineer:	Lowry Engineering
Entitlements Requested:	Minor Subdivision (Replat of Lot 2, Block 1, Valley View Seventh Addition, to the City of Fargo, Cass County, North Dakota and Conditional Use Permit for an Alternative Access Plan for Lots 1, 2, 3 & 4 of the proposed Valley View Eighth Addition)		
Status:	City Commission Public Hearing: June 4, 2018		

Existing	Proposed
Land Use: Undeveloped	Land Use: Commercial
Zoning: GC, General Commercial	Zoning: No change
Uses Allowed: General Commercial. Allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space, religious institutions, safety services, adult entertainment centers, offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, self storage, vehicle repair, limited vehicle service, aviation, surface transportation, and major entertainment events.	Uses Allowed: No change
Maximum Lot Coverage Allowed: 85% of lot area	Plus a CUP to allow for an Alternative Access Plan Maximum Lot Coverage Allowed: No change

Proposal:			
<p>The applicant is seeking approval of a minor subdivision, Valley View Eighth Addition, and a Conditional Use Permit for an alternative access plan for lots 1, 2, 3 & 4 of the proposed Valley View Eighth Addition. The subject property is located at 3630 & 3650 Veterans Blvd and encompasses approximately 8.53 acres. The applicant is proposing a 5 lot, 1 block, minor subdivision entitled Valley View Eighth Addition.</p> <p>The applicant is also seeking an alternative access plan in order to have shared access and shared parking throughout the mixed-use development. The applicant is proposing the following parking reduction and will also be including built in bicycle parking. The applicant also notes that there is a MATbus sheltered stop less than a quarter of a mile from the project site.</p> <p>The CUP for an alternative access plan was approved at the January 4, 2018 Planning Commission meeting.</p>			
Existing Parking Schedule Lots 1, 2, 3 & 4		Proposed Parking Schedule Lots 1, 2, 3 & 4	
Occupancy	Ratio	Occupancy	Ratio
Retail	1 parking stall per 250 sf	Retail	1 parking stall per 275 sf
Fast Food	1 parking stall per 150 sf	Fast Food	1 parking stall per 160 sf
Restaurant	1 parking stall per 75 sf	Restaurant	1 parking stall per 85 sf
Apartment	2.25 parking stalls per unit	Apartment	1 parking stall per bedroom

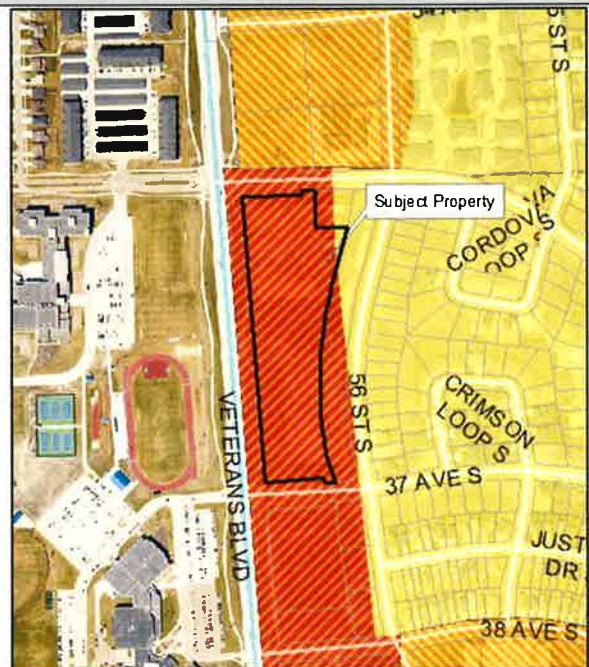
This project was reviewed by the City’s Planning and Development, Engineering, Public Works, and Fire Departments (“staff”), whose comments are included in this report.

Surrounding Land Uses and Zoning Districts:

- North: LC, Limited Commercial with vacant, daycare, office, and retail, sales, and service uses
- East: MR-1, Multi-Dwelling Residential and GC, General Commercial with vacant land use
- South: GC, General Commercial with vacant land use
- West: City of West Fargo zoning; public schools (Liberty Middle and Sheyenne High Schools)

Area Plans

The 2003 Southwest Future Land Use Plan designates the area of this project as “Commercial or Medium/High Density”.



Schools and Parks:

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

Neighborhood: The subject property is located in the Brandt Crossing Neighborhood.

Parks: The project site is located approximately one-half mile west of Brandt Crossing Park, which has basketball courts, dog park, playgrounds, recreational trails, and a shelter; and 0.75 miles north of Osgood School Park, which has basketball courts, multi-purpose field, playground, recreational trails, and a shelter.

Pedestrian / Bicycle: There are off-road bike facilities located along Veterans Boulevard, and in Brandt Crossing Park and Osgood School Park. These bike routes are a component of the metro area bikeways system.

Staff Analysis:

Minor Subdivision

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

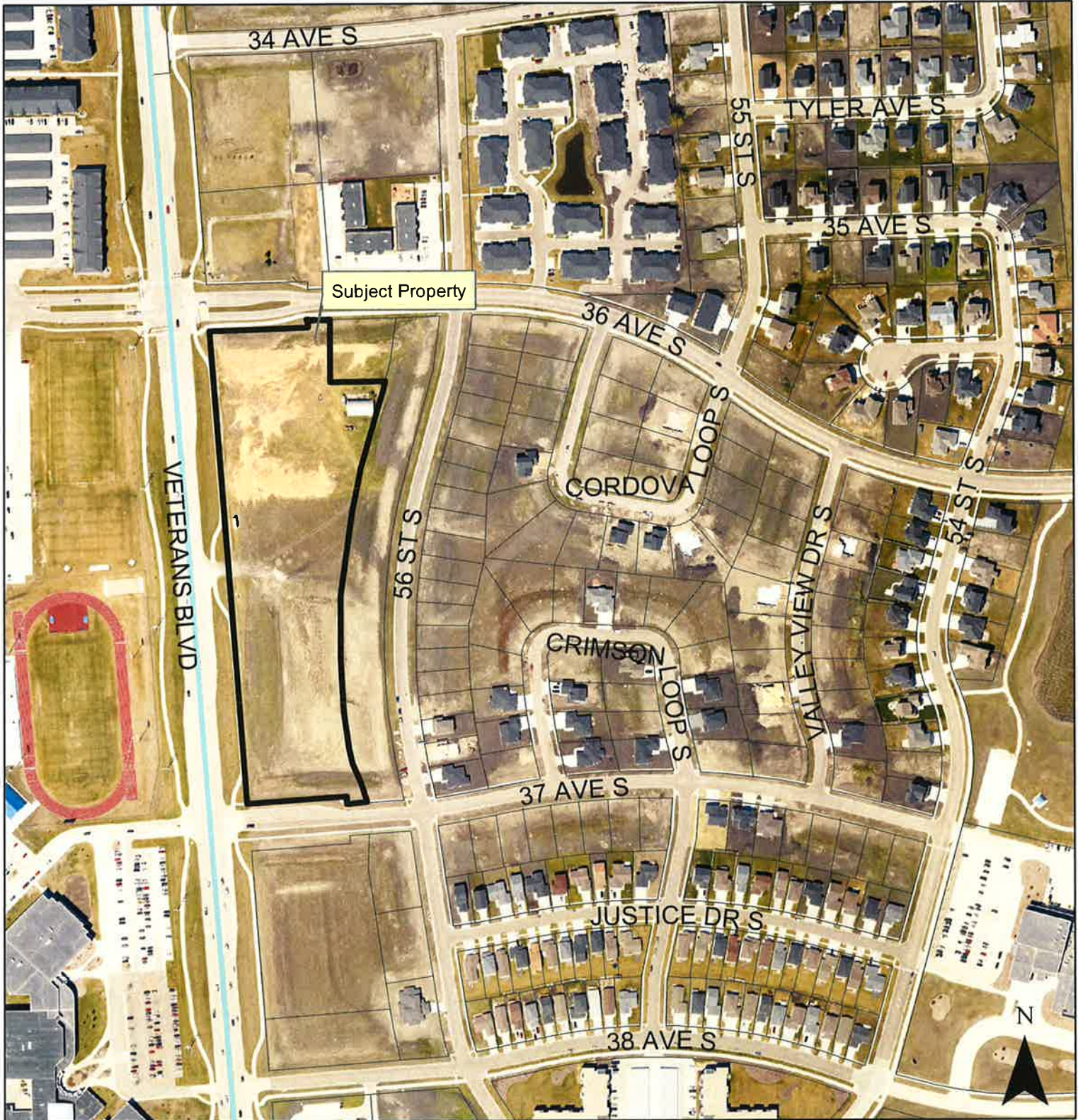
1. Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of

<p>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.</p> <p>The subdivision is intended to replat Lot 2, Block 1, Valley View 7th Addition into five 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)</p> <p>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.</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 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)</p>
<p>Planning Commission Recommendation: January 4, 2018</p> <p>On January 4, 2018, with a 9-0 vote, the Planning Commission accepted the findings and recommendations of staff and recommended approval to the City Commission of the proposed Subdivision Plat, Valley View Eight 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. The Planning Commission approved the Conditional Use Permit to allow for an Alternative Access Plan as the proposal complies with Section 20-0909.D (1-6) and all other requirements of the LDC, with the following conditions:</p> <ul style="list-style-type: none"> • Bicycle parking facilities, such as bike racks or bike lockers, shall be provided on-site; • The Conditional Use Permit will cease if the land use changes from commercial, restaurant, fast food or residence.
<p>Staff Recommendation:</p> <p>Suggested Motion: "To accept the findings and recommendations of staff and the Planning Commission and move to approve the proposed Subdivision Plat, Valley View Eight 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.</p>
<p>Attachments:</p> <ol style="list-style-type: none"> 1. Zoning Map 2. Location Map 3. Preliminary Plat

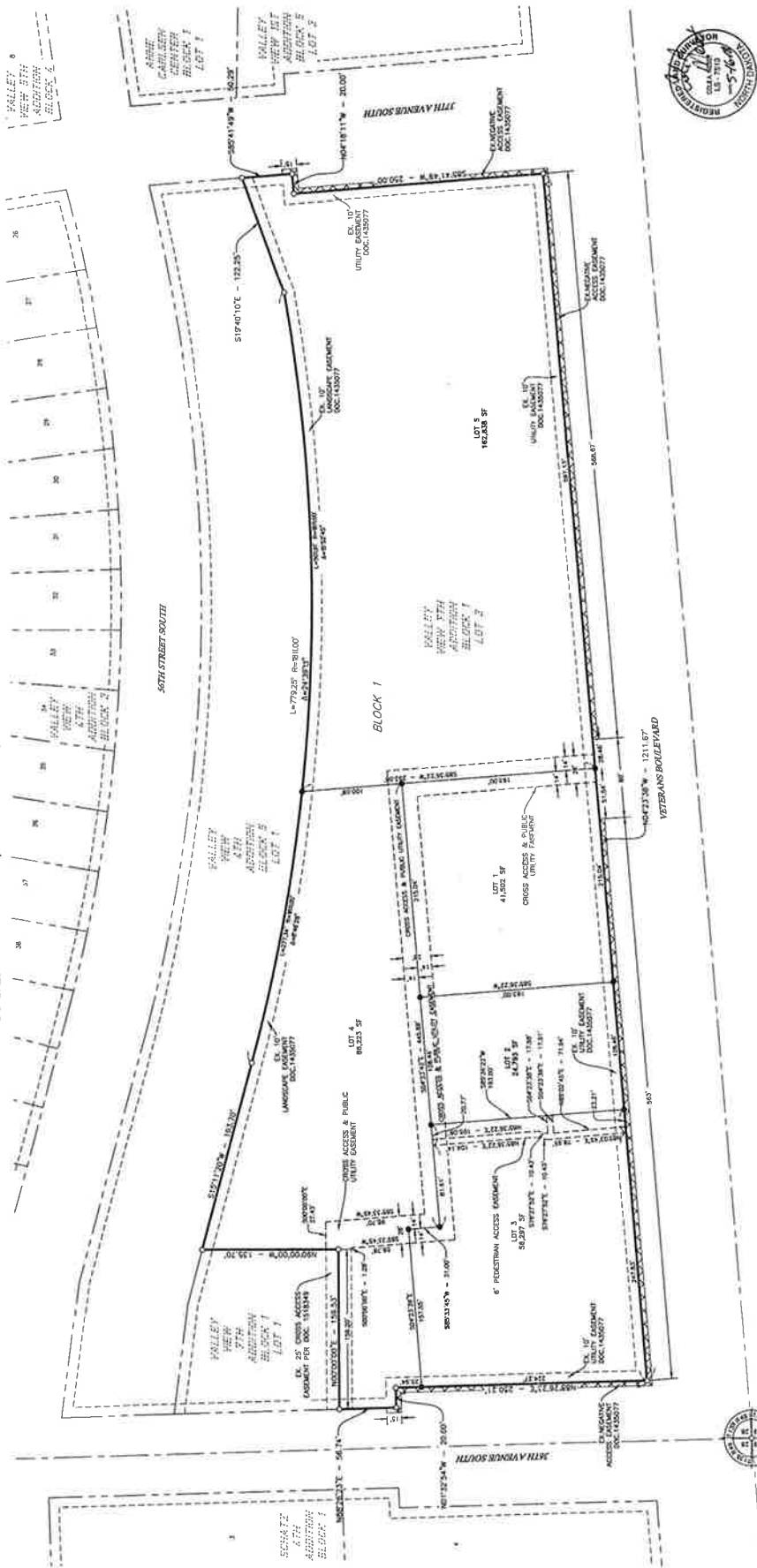
Plat (Minor) & CUP (Alternative Access Plan)

Valley View 8th Addition

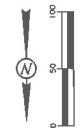
3650 Veterans Blvd S



A MINOR SUBDIVISION PLAT OF
VALLEY VIEW EIGHTH ADDITION
 A REPLAT OF LOT 2 BLOCK 1, VALLEY VIEW SEVENTH ADDITION
 TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



- LEGEND**
- MONUMENT SET
 - POINT OF BEGINNING
 - R/W
 - - - EX. EASEMENT
 - EX. PROPERTY LINE
 - SECTION LINE
 - PROPERTY BOUNDARY LINE
 - NEW ROW/PROPERTY LINE
 - EX. EASEMENT
 - NEGATIVE ACCESS EASEMENT



LOWRY
 ENGINEERING
 1111 WESTRAC DRIVE, SUITE 108
 FARGO, NORTH DAKOTA 58103

SHEET 1 OF 2



A MINOR SUBDIVISION PLAN OF
VALLEY VIEW EIGHTH ADDITION
A REPLAT OF LOT 2 BLOCK 1, VALLEY VIEW SEVENTH ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



CITY OF FARGO ENGINEER'S APPROVAL

THIS PLAN IN THE CITY OF FARGO IS HEREBY APPROVED ON THIS 24th DAY OF May, 2018.

Mark H. Bunker
CITY ENGINEER

STATE OF North Dakota
COUNTY OF Cass

ON THIS 24th DAY OF May, 2018, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Mark H. Bunker, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME AS THEIR FREE ACT AND DEED.

Mark H. Bunker
NOTARY PUBLIC
My Commission Expires 10/1/2021

FARGO CITY COMMISSION APPROVAL

APPROVED BY THE BOARD OF CITY COMMISSIONERS THIS _____ DAY OF _____, 2017.

Timothy J. Maroney
MAYOR

STATE OF _____
COUNTY OF _____

ON THIS _____ DAY OF _____, 2018, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME AS THEIR FREE ACT AND DEED.

Timothy J. Maroney
NOTARY PUBLIC
My Commission Expires _____

CITY OF FARGO PLANNING COMMISSION APPROVAL

THIS PLAN IN THE CITY OF FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2018.

Shawn Trosky, Chair
FARGO PLANNING COMMISSION

STATE OF _____
COUNTY OF _____

ON THIS _____ DAY OF _____, 2018, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME AS THEIR FREE ACT AND DEED.

Shawn Trosky
NOTARY PUBLIC
My Commission Expires _____

OWNERS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, THAT BROWN VOLVOVOY OF K SOMME DEVELOPERS LLC AND LOWRY INC OF CITY PRIORITIES ARE THE OWNERS OF THE LAND DESCRIBED IN THE SECTION 24, TOWNSHIP 133 NORTH, RANGE 70 WEST OF THE 5TH PRINCIPAL MERIDIAN TO THE CITY OF FARGO, COUNTY OF CASS, STATE OF NORTH DAKOTA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 2, BLOCK 1 OF VALLEY VIEW SEVENTH ADDITION TO THE CITY OF FARGO, CASS COUNTY NORTH DAKOTA. SAID OWNERS HAVE CAUSED THE ABOVE DESCRIBED TRACT OF LAND SHOWN ON THIS PLAN TO BE SURVEYED AND PLATTED AS VALLEY VIEW EIGHTH ADDITION TO THE CITY OF FARGO, CASS COUNTY NORTH DAKOTA AND PLATTED SAID LAND TO BE CONSISTS OF 5 LOTS AND 1 BLOCK, AND CONTAINS 6.53 ACRES, MORE OR LESS TOGETHER WITH EASEMENTS AND RIGHTS OF WAY OF RECORD.

OWNER:
K. SOMME DEVELOPERS LLC
BY: Timothy J. Maroney

STATE OF North Dakota
COUNTY OF Cass

ON THIS 24th DAY OF May, 2018, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME AS THEIR FREE ACT AND DEED.

Timothy J. Maroney
NOTARY PUBLIC
My Commission Expires 10/1/2021

STATE OF North Dakota
COUNTY OF Cass

ON THIS 24th DAY OF May, 2018, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME AS THEIR FREE ACT AND DEED.

Timothy J. Maroney
NOTARY PUBLIC
My Commission Expires 10/1/2021

SURVEYORS CERTIFICATE

I, Colin A. Meert, REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NORTH DAKOTA, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND PLATTED THE PROPERTY DESCRIBED ON THIS PLAN AS VALLEY VIEW EIGHTH ADDITION TO THE CITY OF FARGO, CASS COUNTY NORTH DAKOTA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: LOT 2, BLOCK 1 OF VALLEY VIEW SEVENTH ADDITION TO THE CITY OF FARGO, CASS COUNTY NORTH DAKOTA. SAID LAND TO BE CONSISTS OF 5 LOTS AND 1 BLOCK, AND CONTAINS 6.53 ACRES, MORE OR LESS TOGETHER WITH EASEMENTS AND RIGHTS OF WAY OF RECORD.

REGISTERED LAND SURVEYOR
NO. REG. NO. 7513



STATE OF North Dakota
COUNTY OF Cass

ON THIS 24th DAY OF May, 2018, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Colin A. Meert, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME AS THEIR FREE ACT AND DEED.

Colin A. Meert
NOTARY PUBLIC
My Commission Expires 10/1/2021



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

16

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS
FROM: NICOLE CRUTCHFIELD, GRANT LARSON
DATE: MAY 30, 2018
RE: FOOD TRUCK PILOT PROGRAM FOR SUMMER OF 2018

On May 21st the City Commission approved a request to engage with the City Attorney to further investigate a pilot program for food trucks in the downtown to operate within the ROW. Attached is a status report, indicating the background, history, proposal and the reasoning on the pilot.

Also included in the packet is the draft policy and ordinance suggestions for implementation once a review is conducted against the 2018 pilot program operations. Once the pilot program has been instituted, upon conclusion staff will provide an analysis of our findings for more permanent policies and operations to be considered for 2019.

This memo and attached materials is a status report and proposal for consideration by the City Commission. We recommend confirming the pilot program in two more weeks for additional analysis or to field any questions from staff or the public.

Recommended Motion: Implement the Summer 2018 Food Truck pilot program to operate between July 14 - October 27, after confirmation at the June 18th City Commission meeting, that no other considerations should be addressed.



Food Truck Pilot Test Proposal

Background and Request:

Based on community input during Downtown InFocus and from vendors in our community, including a local food truck alliance, there is a proposal to engage in a pilot program for food trucks to operate in public rights-of-way (ROW) for the summer of 2018. Currently, vending in the ROW is prohibited.

Many city departments provide oversight to regulations that apply to this initiative, and as such, there have been several meetings among staff and our City Attorney's office to review current constraints. So that the 2018 summer season is not missed, staff is suggesting a pilot test to learn more about the actual nuisances, as well as, obtain data regarding number of vendors, preferred locations, hours of operation, public costs, and city costs to administer the program and manage nuisances.

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 use. Many cities suggested creating a trial period and trial policies. This lead 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 some 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, Downtown Neighborhood Association
- Odor- Health
- 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 Department 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 on-street parking restrictions.

Procedures:

In the City Commission packet is a proposed 2019 policy and ordinance recommendations. We suggest waiting to enact these until 2019 and until the pilot program is completed and reviewed. This will allow time to investigate the estimated costs and public feedback in order to properly develop internal procedures. There are many ordinances currently in the municipal code that are eligible for enforcement of nuisances listed above. However, many departments indicate that they currently operate on complaint driven basis responding as needed to enforce associated ordinances. For this pilot program, we suggest hiring Interstate Parking to supplement city staff if needed. We are currently looking into the costs associated with Interstate Parking.

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. A new permit program could be implemented in 2019 if desired, once a policy and review procedure accompanied by a vetted due process utilizing the metrics from the pilot program is created. For the 2018 pilot program we propose mobile vendors acknowledge the waiver to operate via signature during the health licensing process. This would release the City of Fargo from liability.

Governing body:

The 2018 pilot program waiver 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. Staff will implement a cross-departmental email communication tool for internal coordination.



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.

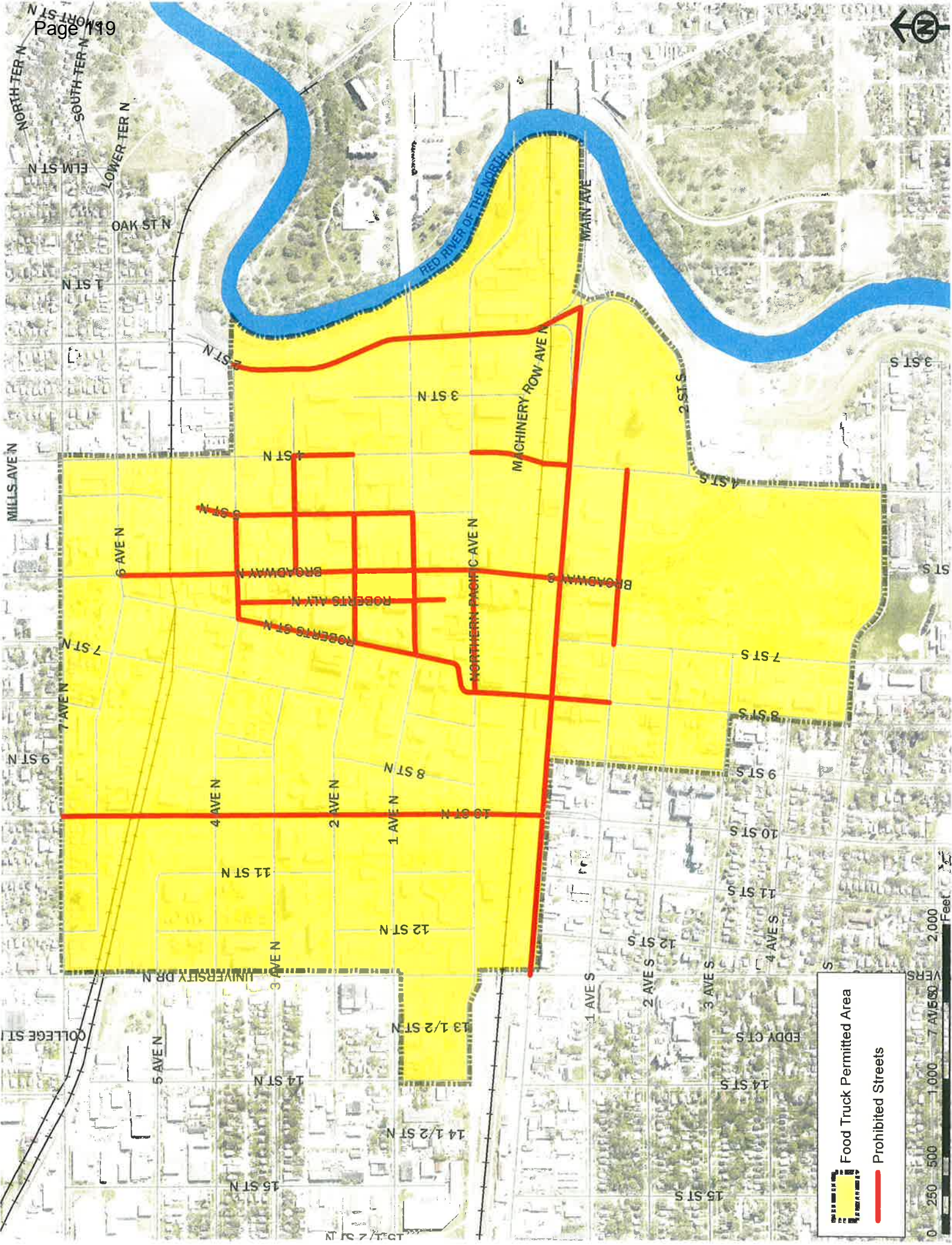
In consideration for being allowed to participate in the Food Truck Pilot Test Program, I acknowledge I have reviewed the program guidance and agree to obey all of its parameters as well as city ordinances.

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 Permitted Area

Prohibited Streets

0 250 500 1,000 1,500 2,000 Feet

NORTH-TER N
SOUTH-TER N
LOWER-TER N
ELM ST N
OAK ST N
1 ST N
2 ST N
3 ST N
4 ST N
5 ST N
6 ST N
7 ST N
8 ST N
9 ST N
10 ST N
11 ST N
12 ST N
13 1/2 ST N
14 1/2 ST N
15 ST N

MILLS AVEN
BROADWAY N
ROBERTS AVE N
ROBERTS ST N
NORTHERN PACIFIC AVE N
MACHINERY ROW AVE N
MAIN AVE

UNIVERSITY DR N
COLLEGE ST
5 AVEN
3 AVEN
1 AVEN
2 AVEN
3 AVEN
4 AVEN
EDDY CTS
14 ST S
15 ST S

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DRAFT: FOR CONSIDERATION FOR 2019
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

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; and,

WHEREAS, the city of Fargo seeks to regulate parking in publicly owned or operated parking lots and ramps.

NOW, THEREFORE,

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

Section 1. Amendment.

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

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

Except as authorized under sections 18-0307 through 18-0319 herein, it shall be unlawful for any person, firm, or corporation to set up any stand or wagon upon any of the streets, alleys, sidewalks, crosswalks, or public grounds within the city for the purpose of selling therefrom, or exposing for sale, any meats, provisions, refreshments, or any goods or merchandise whatsoever.

Section 2. Amendment.

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

18-0308. - Definitions.

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

A. Central Business District" shall mean an area within the following boundaries:

1. On the north by 6th Avenue North;
2. On the east by the Red River of the North;
3. On the south by 1st Avenue South; and,
4. The westerly boundary shall be Roberts Street from 6th Avenue North to 1st Avenue North, 9th Street from 1st Avenue North to Northern Pacific Avenue and 8th Street from Northern Pacific Avenue to 1st Avenue South.
5. In addition to the area defined by the foregoing boundaries the Central Business District shall include 7th and 8th Streets South, to 2nd Avenue South.

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

- B. Mobile food vending 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.
- C. Grilling" shall mean the cooking of raw animal products such as meat, poultry or fish on a flat top or charbroil style high-heat surface designed for such purpose, but does not include smoking, deep-fat frying, wok or skillet-style cooking, barbecuing/ rotisserie-style cooking or any other type of cooking.
- D. "Grilling pushcart" shall mean a pushcart that includes equipment for grilling.
- E. "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.
- F. "Outdoor dining area" shall mean an area in front of or adjacent to a business maintaining a restaurant or limited restaurant license issued by the city health department and located on a public sidewalk whereon tables, chairs or benches are placed for purposes of serving food and/or alcoholic beverages.
- G. "Outdoor merchandise area" shall mean an area in front of or adjacent to a retail business where merchandise is located on a public sidewalk for the purpose of displaying, exhibiting, selling or offering for sale merchandise.
- H. "Pedestrian way" shall mean the area of sidewalk adjacent to the property line and extending therefrom to the edge of the curb or for a distance of ten (10) feet, whichever is narrower.

- I. "Planning Director" shall mean the department head of the Department of Planning and Development of the city of Fargo.
- J. "Professional sidewalk entertainer" shall mean a sidewalk entertainer who, through direct or passive behavior, asks for or solicits any form of remuneration and "professional sidewalk entertainment" shall mean sidewalk entertainment performed while the performer is thus soliciting any form of remuneration.
- K. "Pushcart" shall mean a wheeled cart which may be moved by one person without the assistance of a motor and which is designed and used for displaying, keeping or storing any food, beverages or other articles for sale by a vendor. To the extent a pushcart is used for displaying, keeping or storing food or beverages, the pushcart must be limited to service of potentially hazardous foods or commissary-wrapped food maintained at proper temperatures, or limited to the preparation and service of frankfurters, as is defined by North Dakota Administrative Code Chapter 33-33-04. Cooking will only be allowed on an approved grilling pushcart.
- 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.
- M. "Sidewalk entertainer" shall mean a person who engages in sidewalk entertainment.
- 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.

* * * *

Section 3. Enactment.

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

18-0318. – Mobile Food Vending.

- A. The health director shall have such authority to adopt regulations, rules, standards and practices pertaining to the operation of mobile food vending units, said regulations, rules, standards, and practices, and any amendments thereto, to take effect upon approval of the board of city commissioners. The health director is hereby authorized to issue a permit for the operation of a mobile food vending unit in accordance with this chapter and with the regulations, rules, standards, and practices in effect pertaining thereto.
- B. No person, firm or other entity shall, directly or indirectly, operate a mobile food vending unit in the city without a valid permit.
- C. 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, bartered, disposed of or given away any food, beverage or other product that has been stored, cooled, heated, warmed-up, cooked

or any combination of the same, at a mobile food vending unit within the city of Fargo without a valid permit.

- D. A mobile food vending unit permit may be revoked or suspended by the health director for any violation of this section following written notice or, upon request for renewal, the renewal permit may be refused by the health director. The permittee may appeal the revocation, suspension or refusal of renewal of the permit by timely request for a hearing before the city health officer. The request for hearing must be either postmarked or received in the city auditor's office within seven (7) days of the date of the notice. The city health officer shall hold a hearing on the permittee's request for hearing and shall render a decision on the matter after said hearing. The decision of the health officer may be further appealed to the board of city commissioners by filing a timely notice of appeal of the decision of the health officer with the city auditor. The notice of appeal must be either postmarked or received in the city auditor's office within seven (7) days of the date of the decision of the health officer.
- E. Separate offense for each day.--Each day any person shall violate this section shall constitute a separate infraction or offense.

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.

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

Timothy J. Mahoney, M.D., Mayor

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR *nc*

DATE: MAY 30, 2018

RE: CONSENT TO HOMEFIELD 2 RECIPROCAL EASEMENT AGREEMENT

Attached, please find a Reciprocal Easement Agreement document intended to grant an easement to use and access shared facilities and access improvements for the HomeField housing project. This is a multi-phase, multi-parcel project in which the City of Fargo is a partner due to the administration of HUD HOME grant funds.

The agreement is included as an attachment.

Recommended Motion: Upon final technical review of the City Attorney, authorize consent to the HomeField 2 Reciprocal Easement Agreement.



After recording, return to:
Winthrop & Weinstine, P.A. (RPS)
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402

RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement (“Agreement”) is entered into by HOMEFIELD LLLP, a North Dakota limited liability limited partnership (“HomeField 1”), HOMEFIELD 2, LLLP, a North Dakota limited liability limited partnership (“HomeField 2”), and BEYOND SHELTER, INC., a North Dakota nonprofit corporation (“Landlord”) as of [____], 2018 (the “Effective Date”).

RECITALS:

- A. HomeField 1 is the leasehold owner of certain real property located in the City of Fargo, Cass County, North Dakota, as more particularly described on Exhibit A attached hereto (the “HomeField 1 Property”), which is improved with a multifamily residential building and related improvements, pursuant to the terms and conditions of that certain Ground Lease dated as of July 20, 2016, as amended by that certain First Amendment thereto dated as of September 15, 2016, as further amended by that certain Second Amendment thereto dated as of March 2, 2018 (the “HomeField 1 Ground Lease”);
- B. HomeField 2 is the leasehold owner of that adjacent real property located in the City of Fargo, Cass County, North Dakota, as more particularly described on Exhibit B attached hereto (“HomeField 2 Property”), which is (or will be) improved with a multifamily residential building and related improvements, pursuant to the terms and conditions of that certain Ground Lease dated as of [____], 2018 (the “HomeField 2 Ground Lease”);
- C. Landlord is the fee owner of the HomeField 1 Property and HomeField 2 Property and certain contiguous property, described as “HomeField 3 Parcel” on Exhibit C hereto (“Phase 3 Property”).

D. HomeField 1 and HomeField 2 (sometimes collectively, the “Parties” or individually, a “Party”) desire to grant to the other, their respective successors, assigns, tenants, occupants, licensees, contractors, agents, employees, or invitees (the “Permitted Users”) certain rights, licenses and easements upon the terms and conditions provided herein, and Landlord consents to the grant of such rights, licenses and easement. In addition, Landlord agrees on behalf of itself, and all successors and assigns in interest in the fee estate of the HomeField 1 Property and HomeField 2 Property, to subordinate its interest in the fee estate to the easements, rights and interests granted in this Agreement.

NOW, THEREFORE, for the covenants provided herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

A. Grant of Easement to Use and Access Shared Facilities and Access Improvements

1. HomeField 2 Shared Facility. HomeField 2 hereby grants to HomeField 1 and HomeField 1’s Permitted Users, for the benefit of the HomeField 1 Property, a non-exclusive, appurtenant easement to use the following facilities located on the HomeField II Property:
 - a. the salon (the “HomeField 2 Shared Facility”).

In addition, HomeField 2 grants HomeField 1 and HomeField 1’s Permitted Users, for the benefit of the HomeField 1 Property, pedestrian, vehicular and bicycle access over and across the HomeField 2 Property to access the HomeField 2 Shared Facility.

The details of the parties’ respective rights to use the HomeField 2 Shared Facility, including means of scheduling uses and the priority for certain times, shall be detailed in the rules and regulations (the “HomeField 2 Shared Facility Rules and Regulations”) established for the HomeField 2 Shared Facility by HomeField 1, which Rules and Regulations shall be subject to the reasonable approval of HomeField 1. HomeField 1 shall be required to comply with the HomeField 2 Shared Facility Rules and Regulations.

2. HomeField 1 Shared Access Improvements. HomeField 1 hereby grants to HomeField 2, and HomeField 2’s Permitted Users, a non-exclusive, appurtenant easement to use all driveways, sidewalks and walkways located on the HomeField 1 Property for pedestrian, vehicular and bicycle access over and across the HomeField 1 Property.
3. HomeField 2 Shared Access Improvements. HomeField 2 hereby grants to HomeField 1, and HomeField 1’s Permitted Users, a non-exclusive, appurtenant easement to use all driveways, sidewalks and walkways located on the HomeField 2 Property for pedestrian, vehicular and bicycle access over and across the HomeField 2 Property. The HomeField 1 Shared Access Improvements and HomeField 2 Shared Access Improvements shall be collectively referred to herein as the “Shared Access Improvements”)

4. 28th Avenue Access Drive. HomeField 2 is dependent on HomeField 1 for access to 28th Avenue South. In addition to the easement grant to use and access the driveways part of the Shared Access Improvements that are located on the HomeField 1 Property as set forth in Section A(2) herein, HomeField 1 grants to HomeField 2 and its Permitted Users, for the benefit of the HomeField 2 Property, a non-exclusive pedestrian and vehicular access easement over that portion of the HomeField 1 Property as depicted as the “Proposed Access Easement” and “Existing 36’ Access Easement” on the site plan attached hereto as Exhibit D (the “Phase 2 28th Avenue Access Drive”). HomeField 2 and its Permitted Users shall have direct and unobstructed access to the 28th Avenue South right of way by way of the Phase 2 28th Avenue Access Drive at all times and no barriers or obstructions shall be placed within the Phase 2 28th Avenue Access Drive, subject to temporary closures for maintenance, repair and construction as set forth in Section A(6) below, and during any such temporary closures, HomeField 1 shall provide HomeField 2 and its Permitted Users with an alternate access route to the 28th Avenue South right of way that is substantially similar to the Phase 2 28th Avenue Access Drive. In the event that HomeField 1 fails to maintain, repair or replace the Phase 2 28th Avenue Access Drive in the manner required under this Agreement, then subject to all applicable notice and cure periods set forth herein (except in the case of material obstructions of access, or failure to promptly remove snow or ice from the Phase 2 28th Avenue Access Drive, and in such events, no notice and cure period shall be required), HomeField 2 shall have the right, but not obligation, to enter the HomeField 1 Property and perform such maintenance, repair or replacement of the Phase 2 28th Avenue Access Drive itself, and HomeField 1 shall promptly reimburse HomeField 2 all costs associated therewith.

5. Utility Improvements. In addition to the easement grant to use and access the Phase 2 28th Avenue Access Drive, HomeField 1 further grants to HomeField 2 and its Permitted Users, over, under across and upon the easterly portion of the Phase 2 28th Avenue Access Drive, as depicted as the “Proposed Utility Easement” on the site plan attached hereto as Exhibit E, a non-exclusive easement (“Utility Easement”) for reasonable use to construct, maintain, repair and replace certain water and sanitary sewer utilities (the “Utility Improvements”).

6. Reciprocal Use and Access During Construction. Landlord hereby grants HomeField 2 and its contractors, agents, partners and invitees the right of access and use of that portion of the Phase III Property during HomeField 2’s initial construction of any improvements on the HomeField 2 Property. HomeField 2 shall have the right to use the Phase 3 Property for the purposes of accessing the HomeField 2 Property and storing construction equipment, materials and supplies (the “Permitted Uses”). Each of Landlord and HomeField 2 shall hold harmless and indemnify the other party, its agents, and their respective employees, successors and assigns, from and against all loss, costs, damage, actions, suits, judgments and expense, including reasonable attorneys’ fees, arising out of or due to, the use by the indemnifying party, except to the extent due to or a result of the negligence or willful misconduct of the other party. Landlord shall maintain comprehensive general liability insurance against claims for bodily injury, death and property damage occurring in or upon the Phase 3 Property, and until construction by HomeField 2 of the initial improvements on the HomeField 2 Property are completed, Tenant shall maintain comprehensive general liability insurance against claims for bodily injury, death and property damage occurring in or upon the Phase 3 Property, including contractual liability coverage for claims made

pursuant to the indemnity provisions of this Section 6, in such amounts as may be carried from time to time by prudent owners of similar properties in the Fargo area, but in all events to afford protection for limits of not less than \$1,000,000.00 combined single limit for bodily injury or property damage and \$2,000,000 in the aggregate. Landlord and HomeField 2 shall each name each other as an additional insured under all such policies. The provisions of this Section 6 shall terminate upon receipt by HomeField 2 of a certificate of occupancy for all improvements on the HomeField 2 Property.

7. Obstructions. Neither HomeField 1, nor HomeField 2, shall construct, install, or place any barrier or obstruction on any portion of the HomeField 1 Property or HomeField 2 Property so as to obstruct access to or the use and enjoyment of the Shared Facility, the Shared Access Improvements or the Utility Easement, provided, however, that either Party may restrict access to the Shared Access Improvements or Utility Easement, and HomeField 2 may restrict access to the Shared Facility, for maintenance, repair and construction, which shall be undertaken in a timely manner and which closure shall be for the shortest reasonable period of time.
8. Indemnification. Each of HomeField 1 and HomeField 2 shall hold harmless and indemnify the other Party, its agents, and their respective employees, successors and assigns, from and against all loss, costs, damage, actions, suits, judgments and expense, including reasonable attorneys' fees, arising out of or due to, the use by such Party or its Permitted Users, of the respective right to use the Shared Facility, Shared Access Improvements or Utility Easement, except to the extent due to or a result of, the negligence or willful misconduct of either Party or its respective Permitted Users.
9. Insurance. Each Party to this Agreement shall maintain comprehensive general liability insurance against claims for bodily injury, death and property damage occurring in or upon the Shared Facility, Shared Access Improvements and/or Utility Easement, or access thereto, including contractual liability coverage for claims made pursuant to the indemnity provisions of this Agreement, in such amounts as may be carried from time to time by prudent owners of similar properties in the Fargo area, but in all events to afford protection for limits of not less than \$1,000,000.00 combined single limit for bodily injury or property damage and \$2,000,000 in the aggregate. In addition, each Party to this Agreement shall maintain comprehensive property insurance in such amounts as may be carried from time to time by prudent owners of similar properties in the Fargo area. Further, each Party shall name the other as an additional insured on each policy, the insurance companies shall be required to notify the other Party of any cancellation of insurance, and certificates of insurance shall be provided on request from either Party.
10. No Right in General Public. Nothing herein contained in this Agreement shall be deemed to be a gift or dedication of any portion of either the HomeField 1 Property or HomeField 2 Property to the general public, or for any public purposes whatsoever, it being the intention of this Agreement shall be strictly limited to and for the purposes herein expressed.
11. Term. Use of the Shared Facility by HomeField 1, and of the Shared Access Improvements or Utility Easement by the Parties and their Permitted Users, pursuant to the easements

granted herein, shall not be terminated by HomeField 1 or HomeField 2 without the prior written consent of the other Party. The easements granted herein shall not terminate until the later of (i) the expiration of the "Tax Credit Compliance Period" under Section 42 of the Internal Revenue Code for the project located on the HomeField 2 Property, or (ii) at such time as each of the HomeField 1 Property and HomeField 2 Property are not used for multifamily housing (excluding any periods where either or each of the HomeField 1 Property or HomeField 2 Property are not used for multifamily housing due to any casualty, condemnation, construction or repair).

12. Maintenance, Repair and Replacement of the Shared Access Improvements and Utility Improvements.

i. Maintenance Obligations. Each Party, its successors and assigns, shall be responsible for the maintenance, repair and replacement of the Shared Facility, the Shared Access Improvements and the Utility Improvements located on its property, subject to potential reimbursement as set forth below, and shall maintain the Shared Facility, the Shared Access Improvements and the Utility Improvements in a good, safe and sightly condition suitable for their intended use and in accordance with all applicable laws, ordinances and regulations. The Parties, their successors and assigns, agree to cooperate with the other during all such maintenance, repair or replacement.

ii. Failure to Perform. In the event either Party, its successors or assigns, fails to maintain, repair or replace the Shared Facility, the Shared Access Improvements and/or the Utility Improvements located on its property in the manner indicated or within a reasonable time (30 days) after the reasonable request by the other Party, then such non-defaulting Party shall be entitled to perform the same, and is hereby granted a right of entry onto the defaulting Party's property, with such personnel, materials and equipment as may be necessary for the purpose of performing any obligation that such defaulting Party has not timely performed. The defaulting Party shall reimburse the non-defaulting Party for all costs associated with the repair, replacement or maintenance undertaken by the non-defaulting Party on such defaulting Party's property within 30 days of demand.

iii. Reimbursement of Costs for Maintenance. Although each Party, its successors and assigns, shall be responsible for the maintenance, repair and replacement of the Shared Facility, the Shared Access Improvements and the Utility Improvements located on its own property, the Parties hereby agree and acknowledge that all costs for the maintenance, repair and replacement of the Shared Facility, the Shared Access Improvements and the Utility Improvements shall be divided as follows:

a. HomeField 1 shall be responsible for (i) thirty-three and one third percent (33.33%) of the costs of maintaining, repairing and replacing all Shared Access Improvements and Utility Improvements, and (ii) fifty percent (50%) of the costs of maintaining, repairing and replacing the Shared Facility.

b. HomeField 2 shall be responsible for (i) thirty-three and one third percent (33.33%) of the costs of maintaining, repairing and replacing all Shared Access

Improvements and Utility Improvements, and (ii) fifty percent (50%) of the costs of maintaining, repairing and replacing the Shared Facility., and

c. Landlord shall be responsible for thirty-three and one third (33.33%) of the costs of maintaining, repairing and replacing all Shared Access Improvements and Utility Improvements.

Thus, each Party may demand reimbursement from the other Party and Landlord for its percentage share of the costs of maintaining, repairing and replacing the Shared Facility, Shared Access Improvements and Utility Improvements, as applicable, and these costs shall include any utility costs for the Shared Facility and Shared Access Improvements, as applicable. Such reimbursement shall be made within thirty (30) days of receipt by either Party or Landlord of a written invoice for the reimbursement amount. The reimbursement amount shall be modified if the maintenance, repair or replacement is necessitated by damage to the Shared Facility, Shared Access Improvements and/or Utility Improvements, as applicable, by one of the Parties or its Permitted Users or Landlord, in which event that Party or Landlord shall be solely responsible for the cost of such maintenance, repair or replacement.

The Parties hereto acknowledge that Landlord has further granted certain access easements and utility easements burdening the HomeField 1 Property and Homefield 2 Property pursuant to that certain Declaration of Access Easement dated March 1, 2018, which was recorded on March 5, 2018 as document number 1532381 and that certain Declaration of Utility Easement March 1, 2018, which was recorded on March 5, 2018 as document number 1532382 (collectively, the "Declarations"), for the benefit of the owners of the adjacent land, as described in the Declarations, respectively (collectively, the "Benefitted Property Owners"). Pursuant to the Declarations, the Benefitted Property Owners, as applicable, are obligated to bear a percentage of the cost of maintaining, repairing and replacing the improvements constructed within the easements granted therein (the "Benefitted Properties' Share"). To the extent that either of HomeField 1 or HomeField 2, individually or collectively, bear the full cost of any maintenance, repair or replacement of the improvements described in the Declarations, Landlord covenants that it shall promptly reimburse HomeField 1 and HomeField 2, as applicable, pursuant to the percentages set forth in this Section A(12)(iii) above, for the amount of the applicable Benefitted Property Owners' respective Benefitted Properties' Share.

iv. Effect of Non-Payment; Lien. Should HomeField 1 or HomeField 2 default in the payment of any amounts required hereunder and such default shall continue for a period of thirty (30) days after written notice thereof, said amounts shall become a continuing lien on the property owned by the party or parties in default (the "Defaulting Parties"), which shall bind the Defaulting Parties, their successors and assigns, and the parties not in default (the "Non-Defaulting Parties") may bring an action at law against the Defaulting Parties to pay the same, and there shall be added to the amount of such costs and expenses the cost of preparing and filing the complaint in such action. In the event a judgment is obtained, reasonable attorneys' fees shall be paid to the prevailing parties. The Non-Defaulting Parties shall have the right, but not the obligation, to record

their liens against the property interest owned by the party in default, but at all times their liens pursuant to this section shall be subject and subordinate to (a) the lien of any mortgage now or hereafter held by any mortgagee, or any extension, renewal, modification or refinancing thereof, on the Defaulting Parties' properties, whether or not such mortgage or any extension, renewal, or modification or refinancing is recorded before or after the lien in favor of the Non-Defaulting Parties; (b) the leasehold estate created by any lease of all or any part of the Defaulting Parties' parcels; and (c) any other lien or contract for deed of record against the Defaulting Parties' properties of the date that the Non-Defaulting Parties' liens are recorded. No party may waive nor otherwise escape liability for the costs and expenses provided for herein by non-use of the easements or abandonment of its property.

- B. **Covenants to Run with Land.** HomeField 1, HomeField 2, and Landlord hereby agree that the license, easements, restrictions, reservations, rights and obligations set forth herein shall run with the property burdened and shall be binding on all parties having any right, title or interest in the same, their heirs, successors and assigns.
- C. **Casualty and Condemnation.** Should any portion of the Shared Facility, Shared Access Improvements and/or Utility Improvements be condemned, otherwise taken, or subject to a casualty, the Parties agree to pay the cost of replacing such Shared Facility, Shared Access Improvements and/or Utility Improvements located on its respective parcel without contribution from the other Party, except as otherwise provided for in Section A(8) with respect to casualties caused by the actions or omissions of any Party or its respective Permitted Users. The Party with the condemned or damaged Shared Facility, Shared Access Improvements and/or Utility Improvements on its property shall be responsible for coordinating replacement of such Shared Facility, Shared Access Improvements and/or Utility Improvements.
- D. **Waiver.** Any waiver by any Party of any default of the other Party hereunder shall not affect or impair any right arising from any subsequent default.
- E. **Severability.** If any clause, provision or portion of this Agreement is deemed to be illegal, invalid, or unenforceable under present or future laws, then the remainder of the Agreement shall remain unaffected but the illegal, invalid or unenforceable provision shall be modified in such a way that effectuates the intention of this Agreement but complies with all applicable laws.
- F. **Captions.** The caption of each paragraph of this Agreement is for convenience only and shall not be considered in the interpretation or construction of any provision of this Agreement.
- G. **Amendment or Modification.** This Agreement and any of the rights, licenses and easements created hereby may not be modified or terminated except by a written instrument executed by all parties with a property interest in the HomeField 1 Property and the HomeField 2 Property, including without limitation any leasehold mortgagees.

- H. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.
- I. **Notice to Limited Partner.** A copy of all notices required or permitted to be given hereunder to HomeField 1 and HomeField 2 shall also be given to the Investor Limited Partner of each of HomeField 1 and HomeField 2, as applicable, Wells Fargo Affordable Housing Community Development Corporation, at MAC D1053-170, 301 South College Street, 17th Floor, Charlotte, North Carolina 28202-6000, Attention: Director of Asset Management. The Investor Limited Partner of HomeField 1 and HomeField 2, as applicable, shall have the right, but not the obligation, to cure any default of HomeField 1 and HomeField 2, as applicable, hereunder and such cure shall be deemed to have been made by HomeField 1 and HomeField 2, as applicable.
- J. **Notice to Leasehold Mortgagees.** As of the time of recording, the leasehold mortgagees and their addresses are (1) Wells Fargo Bank, National Association, MAC N9353-020, 3030 Nicollet Avenue, Suite 200, Minneapolis, Minnesota 55408, Attention: Kent Paulson, Loan #1015731 for HomeField 1 and Loan #[] for HomeField 2, (2) Beyond Shelter, Inc., 325 Broadway, PO Box 310, Fargo, North Dakota, 58107-0310 for HomeField 1 and HomeField 2, and (3) Division of Community Services, North Dakota Department of Commerce, PO Box 2057, Bismarck, North Dakota 58502. A copy of all notices required or permitted to be given hereunder shall also be given to the leasehold mortgagees of record, including (with respect with notices sent to HomeField and HomeField 2) Wells Fargo Bank, National Association.
- K. **Dispute Resolution Procedures.** In the event of any dispute under this Agreement, the Parties shall meet within 15 days of delivery of a request by either Party to meet and discuss the dispute. The Parties shall have a person in attendance who has the authority to resolve the dispute on behalf of that Party. The Parties shall negotiate in good faith to resolve the dispute. If an action or proceeding is brought to enforce or interpret any provision of this Agreement, regardless of whether any legal action or other proceeding is pursued to final judgment, the losing Party shall pay the prevailing Party's actual expenses incurred with such action or proceeding.
- L. **Conflict.** In the event that any of the terms and conditions of this Agreement conflict with the terms and conditions of the HomeField 1 Ground Lease or HomeField 2 Ground Lease, the terms and conditions of this Agreement shall control.
- M. **Zoning Compliance.** The Phase 3 Property, HomeField 1 Property and HomeField 2 property are part of the same legal lot as of the date of this Agreement. As long as the Phase 3 Property, HomeField 1 Property, and HomeField 2 Property are part of the same legal lot for zoning purposes, no Party shall take any action on its respective property that would cause the Phase 3 Property, HomeField 1 Property, or the HomeField 2 Property, if developed as a 39 unit apartment complex with related improvements on the HomeField 2 Property, to be in violation of applicable zoning or building code requirements.

- N. **Phase 3 Property – Development Approval.** In the event that Landlord elects to develop the Phase 3 Property in the future, then the Phase 3 Property shall be developed as a multifamily residential apartment complex with related buildings (the “Phase 3 Improvements”), and for no other use, unless Landlord first obtains HomeField 2’s prior written consent for such other use. HomeField 2 shall have the right to approve the site plan for the Phase 3 Improvements, and HomeField 2 shall not unreasonably withhold its approval of the site plan for the Phase 3 Improvements if HomeField 2 reasonably determines the improvements located on the HomeField 2 Property and the Phase 3 Improvements constitute a multifamily apartment complex development. Landlord shall cause the Phase 3 Improvements to be constructed in accordance with the site plan approved by HomeField 2 for the Phase 3 Improvements in accordance with this Section N.

15005995v4

[Signature Pages to Follow]

BEYOND SHELTER, INC.,
a North Dakota nonprofit corporation

By: _____
Daniel P. Madler
Chief Executive Officer

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2018, by Daniel P. Madler, the Chief Executive Officer of Beyond Shelter, Inc., on behalf of the nonprofit corporation.

Notary Public

[Signature Page to Reciprocal Easement Agreement]

EXHIBIT A

Legal Description of HomeField 1 Property

The ground lessee's interest in the Ground Lease described below, which concerns the "Land" described below.

Ground Lease

That certain Ground Lease dated as of July 20, 2016, as amended by that certain First Amendment thereto dated as of September 15, 2016, as further amended by that certain Second Amendment thereto dated as of March 2, 2018 (collectively, the "Ground Lease"), by and between Beyond Shelter, Inc., a North Dakota nonprofit corporation ("Landlord"), and HomeField LLLP, a North Dakota limited liability limited partnership ("Tenant"), a Short Form of Lease which was recorded on September 16, 2016 at 4:24 PM. m. as document 1489862, demising the Land, as amended by that certain First Amendment to Short Form Lease which was recorded on _____ at _____ as document _____.

The Land

PARCEL A

The South 185.00 feet of Lot 3, Block 1, AUTUMN FIELDS SECOND ADDITION according to the plat thereof, on file and of record in the Office of the County Recorder, Cass County, North Dakota, as measured at a right angle to the south line of said Lot 3.

Containing 95,316 square feet, more or less and is subject to easements of record.

EXHIBIT B

Legal Description of HomeField 2 Property

The ground lessee's interest in the Ground Lease described below, which concerns the "Land" described below.

Ground Lease

That certain Ground Lease dated as of [____], 2018 (the "Ground Lease"), by and between Beyond Shelter, Inc., a North Dakota nonprofit corporation ("Landlord"), and HomeField 2, LLLP, a North Dakota limited liability limited partnership ("Tenant"), a Short Form of Lease which was recorded on _____, 2018 at __. m. as document _____, demising the Land.

The Land

PARCEL B

The North 185.00 feet of the South 370.00 feet of Lot 3, Block 1, AUTUMN FIELDS SECOND ADDITION according to the plat thereof, on file and of record in the Office of the County Recorder, Cass County, North Dakota, as measured at a right angle to the south line of said Lot 3.

Containing 95,316 square feet, more or less and is subject to easements of record.

EXHIBIT C

HomeField 3 Parcel

Lot 3, Block 1, AUTUMN FIELDS SECOND ADDITION according to the plat thereof, on file and of record in the Office of the County Recorder, Cass County, North Dakota. Less and except the South 370.00 feet, as measured at a right angle to the south line of said Lot 3.

Containing 94,311 square feet, more or less and is subject to easements of record.

EXHIBIT D

EXHIBIT E

**CONSENT AND SUBORDINATION AGREEMENT OF
THE NORTH DAKOTA DEPARTMENT OF COMMERCE, DIVISION OF
COMMUNITY SERVICES**

North Dakota Department of Commerce, Division of Community Services, an agency of the State of North Dakota (“DCS”) is the holder of that certain Leasehold Mortgage – Security Agreement and Fixture Filing and filed of record [____], 2016 as Document No. [____], in Cass County, North Dakota (the “DCS Mortgage”).

The DCS Mortgage was given by HomeField LLLP, a North Dakota limited liability limited partnership (“HomeField 1”), to secure a loan made by DCS with respect to certain real property in the City of Fargo, Cass County, North Dakota (the “HomeField 1 Property”).

HomeField 1, HomeField 2, LLLP, and Beyond Shelter, Inc. have entered into that certain Reciprocal Easement Agreement attached hereto, dated [____], 2018, as recorded (the “Agreement”).

The undersigned, for itself and its successors and assigns, hereby consents to the execution and recordation of the Agreement, and subordinates for all purposes all of its rights under the DCS Mortgage to the Agreement and to the rights of the parties thereto and their respective successors and assigns thereunder.

[Signature Page to Follow]

**CONSENT AND SUBORDINATION AGREEMENT OF
BEYOND SHELTER, INC.**

Beyond Shelter, Inc. (“BSI”) is the holder of that certain Leasehold Mortgage, Assignment of Rents, Security Agreement and Fixture Financing Statement dated September 15, 2016 and filed of record [_____] as Document No. [_____] in Cass County, North Dakota (the “Phase I BSI First Mortgage”).

The Phase I BSI First Mortgage as given by HomeField LLLP, a North Dakota limited liability limited partnership (“HomeField 1”), to secure a loans made by BSI with respect to certain real property in the City of Fargo, Cass County, North Dakota (the “HomeField 1 Property”).

HomeField 1, HomeField 2, LLLP and BSI have entered into that certain Reciprocal Easement Agreement attached hereto, dated [_____] 2018, as recorded (the “Agreement”).

The undersigned, for itself and its successors and assigns, hereby consents to the execution and recordation of the Agreement, and subordinates for all purposes all of its rights under the Phase I BSI First Mortgage to the Agreement and to the rights of the parties thereto and their respective successors and assigns thereunder.

[Signature Page to Follow]



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M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR *NC*

DATE: MAY 30, 2018

RE: 2018 COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME PARTNERSHIP FUNDS

The City of Fargo has received allocations from the U.S. Department of Housing and Urban Development in the form of Community Development Block Grant (CDBG) and HOME Investment Partnership funds. Upon approval of the City's 2018 Annual Action Plan by the HUD field office in Denver, Fargo will receive \$713,369 in CDBG (CFDA #14.218 – grant number B-18-MC-38-0001) and \$479,938 in HOME (CFDA #14.239 – grant number M-18-MC-38-0220) to be used to support housing, community and economic development activities, and assistance for low and moderate income and special need populations.

RECOMMENDED MOTION: Accept the 2018 Community Development Block Grant and HOME Partnership allocations to the City of Fargo from the U.S. Department of Housing and Urban Development.






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

MEMORANDUM

TO: City Commission
FROM: Barrett Voigt, Assistant Planner 
DATE: May 31, 2018
RE: 15-Minute Parking in Front of Radisson Hotel (2nd Avenue North)

On April 26, 2018 the Parking Commission, with a unanimous vote of 5-0, approved of the 15-minute time-limited parking zone designation of 3 existing parking stalls on 2nd Avenue North in front of the Radisson Hotel located at 201 5th Street North. Please see the attached map for more information.

The parking time zone change was approved by the Parking Commission to allow for a proposed coffee retail establishment inside the hotel to offer parking spaces where customers could quickly exit their vehicle and pick up coffee products.

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 15-Minute Parking time zone on 2nd Avenue for 3 parking spaces in front of the Radisson Hotel at 201 5th Street North.

On-street Parking Time Zone Change Request (4 Hours to 15 Minutes)





FARGO POLICE DEPARTMENT

222 Fourth Street North, Fargo, North Dakota 58102

David E. Todd, Chief of Police

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May 29, 2018

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

RE: Sole-Source Procurement of Leica Geosystems Scanstation PS30

Dear Commissioners:

The Finance Committee has already approved this sole-source procurement. The purchase of a Leica ScanStation PS30 would be advantageous for the Fargo Police Department in capturing the large amounts of evidence found at a crime scene or traffic collision in a highly detailed, photorealistic 3D model.

In serious motor vehicle collisions, traffic can become backed-up with road closures and police resources become strained. Roads can be reopened significantly faster after a traffic accident when the Leica ScanStation PS30 is implemented, which will reduce the number of personnel committed to a scene, as well as reduce traffic congestion and associated hazards. The scanner is durable and can scan in the variety of conditions we see here in Fargo, whether it be raining, snowing, or below freezing in temperature.

The Leica ScanStation PS30 can capture millions of data points from scans very quickly (up to one million points per second). The speed at which the scene is captured with the Leica ScanStation PS30 will save investigators hours of work that would have previously been spent mapping the scene by hand. With the scanner, one person can quickly collect all the data and allow investigators to focus on other tasks that are crucially time-sensitive, such as questioning suspects and tracking down leads.

The Leica Scanstation PS30 is also used in fire and arson investigations, and can preserve the volatile scene of a fire-damaged structure. The software has the capability to view the scene in an intensity map, which allows fire investigators to easily distinguish the different surfaces and burn pattern evidence in the scene that we may not be able to see with our naked eye.

After the scene is captured with the scanner, the data is then brought to a software program to register the points in a measurable 3D model. The features of this software include bullet trajectory, blood-splatter analysis, witness viewpoints, as well as a fly-through that the jury can see and be brought to the scene years after the crime occurred. Anyone can "revisit" the scene, and anything within the scan can be measured.

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

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

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

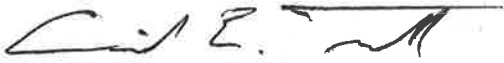
NON EMERGENCY
Phone: 701-235-4493

Recommended Motion:

Approve the sole-source procurement of the Leica Geosystems Scanstation PS30, which is budgeted for in the 2018 Fargo Police Department budget.

Please contact me if you have any questions regarding this issue.

Sincerely,

A handwritten signature in black ink, appearing to read "David E. Todd". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

David E. Todd
Chief of Police



Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

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

Vendor Name:

Leica Geosystems ScanStation PS30

Estimated Dollar Amount of Purchase:

\$157,683.25

The project/service is required to:

The purchase of a Leica ScanStation PS30 would be advantageous for the Fargo Police Department in capturing the large amounts of evidence found at a crime scene or traffic collision in a highly detailed, photorealistic 3D model. Using this scanner would also limit or remove any possible human error during the collection of information in an investigation of the scene.

In serious motor vehicle collisions, traffic can become backed-up with road closures and police resources become strained. Roads can be reopened significantly faster after a traffic accident when the Leica ScanStation PS30 is implemented, which will reduce the number of personnel committed to a scene, as well as reduce traffic congestion and associated hazards. The scanner is durable and can scan in the variety of conditions we see here in Fargo, whether it be raining, snowing, or below freezing in temperature.

The Leica ScanStation PS30 can capture millions of data points from scans very quickly (up to one million points per second). The speed at which the scene is captured with the Leica ScanStation PS30 would save investigators hours of work that would have previously been spent mapping the scene by hand. With the scanner, one person can quickly collect all the data and allow investigators to focus on other tasks that are crucially time-sensitive, such as questioning suspects and tracking down leads.

The Leica Scanstation PS30 would also be used in fire and arson investigations, and can preserve the volatile scene of a fire-damaged structure. The software has the capability to view the scene in an intensity map, which allows fire investigators to easily distinguish the different surfaces and burn pattern evidence in the scene that we may not be able to see with our naked eye.

After the scene is captured with the scanner, the data is then brought to a software program to register the points in a measurable 3D model. The features of this software include bullet trajectory, blood-splatter analysis, witness viewpoints, as well as a fly-through that the jury can see and be brought to the scene years after the crime occurred. Anyone can "revisit" the scene, and anything within the scan can be measured.

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

1. Leica has satisfied the Daubert Standard of the admissibility of scientific expert testimony in Federal Court (Stephan Cordova v. City of Albuquerque, et al).
2. Leica has published accuracy of both range and angle measurements (3D positional accuracy), which will satisfy the rate of error given in a Court of Law during expert testimony.
3. Leica is equipped with a Mixed Pixel Filtration data flagging feature that minimizes environmental noise, such as rain and snow, upon import of the data on the software, creating cleaner, more accurate data.

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

My research was conducted by talking to representatives from the different companies; viewing their data sheets, manuals, and websites; watching webinars and demonstrations; and by reading reviews, white papers, articles, and other publications about the different scanners. No other laser scanner does all of the things Leica can do and is pertinent for our department (within our investigation).

*See attached Works Cited sheet and other documents.

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

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

FEATURES	Leica PS30	FARO Focus S150	Trimble SX10	RIEGL VZ-400i	Z+F Imager 5010
Published 3D positional accuracy	✓	—	—	—	—
Real-time point correction for subtle movement during scan (i.e. wind, vibrations)	✓	—	✓	—	—
Automatic mixed pixel data flagging which can minimize environmental noise (rain/snow) upon import.	✓	—	—	—	—
Daubert Standard has been satisfied in Federal Court	✓	—	—	—	—
Operating temperature range of at least -4°F to +122°F	✓	✓	✓	✓	—
Operational capability in temperatures below +32°F without need to power up the unit in warm environment.	✓	—	✓	—	—
Scanning field of view of at least 360° by 270°	✓	✓	✓	—	✓
Scan rate of up to 1,000,000 points per second	✓	—	—	—	✓
IP Rating of at least 54	✓	✓	✓	✓	—

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

N/A

Signature: 
(Requestor)


Printed Name: DAVID E. TODD

Department: Fargo Police Department

Title: CHIEF

Date: 05/15/14

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

 (Requestor initials)



Leica Geosystems, Inc.
 5051 Peachtree Corners Circle
 Norcross, GA 30092
 Tel: 800 367-9453

Quote Number
 20180509-Fargo

Customer		Dates	
Company: <u>Fargo Police Dept.</u>	Address: <u>222 4th St., North</u>	Quote Issued: <u>May 9th, 2018</u>	
Contact: <u>Lt. Jason Nelson</u>	City: <u>Fargo</u>		
Email: <u>JNelson@FargoND.gov</u>	State: <u>ND</u>		
Phone: <u>(701) 298-6964</u>	Zip: _____		
Fax: _____	Account: _____		

ND - Fargo Police Department

Part Number	Product Description		List Price	Price	TOTAL
SCANNER AND ACCESSORIES					
60010382	Leica ScanStation Forensic PS30 Laser Scanner Kit	1	\$ 78,500.00	\$ 58,875.00	\$ 58,875.00
769625	ScanStation P30 Laser scanner				
777970	GVP645, ScanStation transport container				
793975	GDF323 Tribrach PRO w/o opt. Plummet blk				
799185	GEB242, Large Li-Ion Battery 14.8V/5.8Ah (4)				
766567	GKL311 Single Charger Prof 3000				
6009442	GEV228, ScanStation Pxx data cable				
6009453	1 yr ScanStation P40/P30 CCP Basic				
6009453	3 yr ScanStation P40/P30 CCP Silver (Hardware Warranty/Firmware/Calibration, 3 yrs from Purchase)	1	\$ 26,210.00	\$ 19,657.50	\$ 19,657.50
670238	Tripod - Heavy Duty Surveying Tripod	1	\$ 525.00	\$ 393.75	\$ 393.75
332200	GST4, Tripod-star for Hard Surfaces	1	\$ 420.00	\$ 315.00	\$ 315.00
8227902	Instrument Floor Stand for ScanStation	1	\$ 300.00	\$ 225.00	\$ 225.00
8249039	Rolling Base for Tripod	1	\$ 1,950.00	\$ 1,462.50	\$ 1,462.50
799187	GKL341 Charger Prof 5000 (Charges 4 Batteries)	1	\$ 750.00	\$ 562.50	\$ 562.50
6010779	NIST Calibrated PS Traceable Artifact Bundle	1	\$ 2,495.00	\$ 1,871.25	\$ 1,871.25
822694	GZT21, 4.5" circular black/white tilt & turn targets	3	\$ 325.00	\$ 243.75	\$ 731.25
823044	GAD50 Adaptor for Targets	3	\$ 85.00	\$ 63.75	\$ 191.25
670229	Flat Magnetic Mount for Targets	3	\$ 65.00	\$ 48.75	\$ 146.25
670225	Target Bag	1	\$ 60.00	\$ 45.00	\$ 45.00
LEICA PUBLIC SAFETY 3-D SOFTWARE PACKAGE					
798751	Cyclone REGISTER Permanent	1	\$ 8,340.00	\$ 4,837.20	\$ 4,837.20
6007861	Cyclone REGISTER CCP 3yr.	1	\$ 3,760.00	\$ 2,180.80	\$ 2,180.80
864396	Cyclone PUBLISHER PRO Permanent	1	\$ 8,660.00	\$ 5,022.80	\$ 5,022.80
6012198	Cyclone Publisher Pro CCP 3yr.	1	\$ 4,420.00	\$ 2,563.60	\$ 2,563.60
798752	Leica Cyclone SURVEY Permanent	1	\$ 8,350.00	\$ 4,843.00	\$ 4,843.00
6007870	Cyclone Survey CCP 3yr.	1	\$ 3,760.00	\$ 2,180.80	\$ 2,180.80
836677	JetStream Enterprise Permanent	1	\$ 1,370.00	\$ 794.60	\$ 794.60
6012310	JetStream Enterprise CCP 3yr	1	\$ 700.00	\$ 406.00	\$ 406.00
865128	JetStream Connector Permanent	1	\$ 2,510.00	\$ 1,455.80	\$ 1,455.80
6012316	JetStream Connector CCP 3yr	1	\$ 1,280.00	\$ 742.40	\$ 742.40
8246185	IMS Map360 Core Software	1	\$ 1,495.00	\$ 1,046.50	\$ 1,046.50
8246198	IMS Map360 CCP 3yr	1	\$ 765.00	\$ 535.50	\$ 535.50
8246186	IMS Map360 Animation Extension	1	\$ 1,000.00	\$ 0.00	\$ 0.00
8246199	IMS Map360 Animation Extension CCP 3yr	1	\$ 510.00	\$ 0.00	\$ 0.00
8246187	IMS Map360 Point Cloud Extension	1	\$ 7,000.00	\$ 4,900.00	\$ 4,900.00
8246200	IMS Map360 Point Cloud Extension CCP 3yr	1	\$ 3,315.00	\$ 2,320.50	\$ 2,320.50
TRAINING					
5003303	1 Day On Site Consulting Services for Public Safety Live/Custom Virtual Training (2 Days)	8	\$ 2,940.00	\$ 2,205.00	\$ 17,640.00
5004529	(Six 2-hour blocks of training delivered over 2 separate days)	6	\$ 375.00	\$ 281.25	\$ 1,687.50
BLK360 3D Imaging Scanner					
850000	BLK360	1	\$ 18,500.00	\$ 18,500.00	\$ 18,500.00
5307773	BLK360 1 Year Warranty Extension	1	\$ 950.00	\$ 950.00	\$ 950.00
853639	BLK360 Tripod Adapter	1	\$ 120.00	\$ 120.00	\$ 120.00
772806	GEB212, Lithium Ion battery, 7.4V / 2.6Ah, chargeable	2	\$ 140.00	\$ 140.00	\$ 280.00
852413	GKL312, Battery Charger, including car adapter cable and	1	\$ 200.00	\$ 200.00	\$ 200.00
8240958	2018 HxGN Live PAID REGISTRATION	1	\$ 749.00	\$ 0.00	\$ 0.00

Local Sales Tax & Delivery Costs will be added to final invoice

Sub Total:	\$ 157,683.25
Shipping:	\$ 0.00
Taxes:	\$ 0.00
TOTAL:	\$ 157,683.25

Accepted By: _____ Date: _____

Signature: _____

Order Information	
Leica Geosystems, Inc. 1550 Boggs Road Suite 100 Duluth, GA 30096	Attn: Ryan Rezzelle Tel: (816) 602-1035 Fax: Email: Ryan.Rezzelle@leicaus.com

Terms & Conditions
Offer subject to Leica Geosystems terms & conditions, available at: https://portal.leicaus.com/US_GT-Cs_of_Sales.txt
Full Software License Agreement: http://leica-geosystems.com/about-us/compliance-standards/legal-documents

March 26th, 2018

Re: Sole Source Letter for Leica Geosystems ScanStation PS30

To Whom It May Concern:

The Leica Geosystems ScanStation PS series is the only laser scanning system available which combines the robust field performance, powerful post-processing software, and bedrock legal defensibility required to support the public safety mission of the Fargo Police Department. This is a professional grade 3D laser scanner that records data in survey grade quality, which is necessary for crime scene analysis including shooting event reconstruction, bloodstain pattern analysis, crash scene reconstruction, fire scene analysis, post-blast analysis, and circumstances in which the measurement data must be scientifically reliable or placed under judicial scrutiny. These goods and services and the listed combination of system attributes are proprietary to Leica Geosystems.

ACCURACY OF DATA

- Published accuracy of both range and angle measurements (3D positional accuracy)
- 3D position accuracy of a single measurement is 3mm at 50m / 6mm at 100m
- Horizontal and vertical angle accuracy of ≤ 8 arc seconds
- Ability to achieve specified angular accuracy without need for on-site compensation procedure
- Range accuracy of 1.2mm + 10 ppm over the full range
- Real-time liquid dual-axis compensator with onboard tilt compensation, accuracy 1.5 arc seconds
 - Real-time point correction for subtle movement in the scanner during scanning (i.e. wind, vibrations)
 - Auto detection and warning of drifting out of level with user option to continue scanning or re-level

TARGET ACQUISITION

- Field ability to acquire a target out to 75m (246 feet) from the scanner
- Field ability to measure between control points and/or targets on-board the scanner
- Field ability to view targets on the scanner and examine fit by rotating the point cloud
- Field ability to import and use survey control points
- Field ability to employ real-time streaming video for locating targets to be scanned

OPERATIONAL ASPECTS AND WORKFLOWS

- Field ability to perform high resolution "scan within a scan" after selecting the area of interest within a captured scan or by manually selecting the area to be scanned at the higher resolution
- Field ability to define multiple sub-scans and to capture through a batch operation
- Field ability to perform a two-face target verification to confirm LIDAR calibration
- Field ability to set-up over a point with laser plummet and measure a height of instrument for traverse and/or resection operations to known control points
- Field ability to close and adjust a traverse on-board the scanner
- Field ability to check & adjust angular parameters & tilt compensator, set range offset
- Field ability to boot-up with WI-FI operating automatically

- when it has to be right



ENVIRONMENTAL DURABILITY

- Enclosed mirror and optics that are protected from the elements
- Operational capability in temperatures above +104° F without the use of frozen thermal protection covers
- Operational capability in temperatures below + 41° F without needing to power the unit up in a warm environment before operation
- No impact on accuracy specifications due to temperature changes within the stated operational range
- Ability to scan in inclement weather (pouring rain or snow, heavy winds) and attain useable data sets that can be verified for accuracy through the use of the NIST calibrated target

OTHER FACTORS

- Vendor developed NIST traceable artifact (every target is sent to NIST for direct calibration) for field QA/QC of scanner accuracy
- Scanner employs Mixed Pixel Filtration data flagging which can optionally minimize environmental noise (ex. rain/snow) upon import of scan data into software
- Wave Form Digitizer paired with Mixed Pixel Filtration provide industry leading noise reduction in data sets
- Internal imaging system with white balancing High Dynamic Range (HDR)
- Ability to orient via traverse, resect, free-station, known azimuth and backsight measurements
- Integrated Class one laser plummet with a centering accuracy of 1.5mm at 1.5m
- Ability to switch between advanced user mode and beginner user mode menu as needed per user
- One button "Favorite" scanning allows efficient and simple operation when needed
- Auto-adjusting, integrated high-resolution digital camera with zoom video
- Power ports Internal: 2, External: 1
 - Ability to "hot swap" batteries without data loss or scanner shutdown
- Secure internal Solid State Drive (SSD) for continued protected storage of on-board scan data
- TRAINING: Vendor training approved by the International Association of Identification for CSI certification hours**
- SOFTWARE: Industry leading scan registration software which automatically creates Cloud-to-Cloud constraints on import
- SOFTWARE: Diagnostics include overall accuracy reports, target constraint error reporting, cloud constraint Root Mean Square (RMS) error and error histogram
- LEGAL PRECEDENT: The Leica ScanStation instrument, software, and data has satisfied the Daubert standard in federal court

Sincerely,

A handwritten signature in black ink that reads "Ryan M. Rezzelle".

Ryan M. Rezzelle
Public Safety Group, Sales Manager for the US & Canada
Leica Geosystems, Inc.
Phone (816) 602-1035
Ryan.Rezzelle@leicaus.com

**Crime Scene Investigator

Leica Geosystems Inc.
5051 Peachtree Corners Circle, Suite 250
Norcross, GA 30092 USA
www.leica-geosystems.us/forensic
Federal Tax ID 161516976

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21

May 30, 2018

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

RE: Request to extend leave of absence

Dear Commissioners:

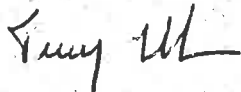
Oscar Tronnes, Equipment Operator II in the Solid Waste Division, had previously requested an extended leave of absence on March 27, 2018. Mr. Tronnes is again requesting an extended leave over an indefinite period.

I would concur with the request by Mr. Tronnes. Your consideration in this matter is greatly appreciated.

SUGGESTED MOTION

Approve an extended leave of absence over an indefinite period for Oscar Tronnes.

Respectfully Submitted,



Terry Ludlum
Solid Waste Utility Director

cc: Bruce Grubb, City Administrator
Jill Minette, Director of Human Resources
Dave Rheault, Route Supervisor



22 a-c

OFFICE OF THE CITY ADMINISTRATOR
Bruce P. Grubb

June 4, 2018

MEMORANDUM

To: Board of City Commissioners
From: Bruce P. Grubb, City Administrator **BPG**
Re: City Hall Construction – General Contract Change Order #22, #23 and #24

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:

General Contract

Change Order #22 \$4,064.00

- Add layer of acoustical sound batts above acoustical ceiling tiles at DIRTT wall system.
- Add one hollow metal window frame with tempered glass at Buildings & Grounds room E101.

Change Order #23 \$7,833.00

- Add Tyvek behind aluminum window extensions.
- Additional framing, flashing and waterproofing at front entrance.
- Add lock cylinders for DIRTT wall system.

Change Order #24 \$23,119.00

- Design changes to foundation for floatable floodwall system.

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

PROJECT SUMMARY

Contract	Contractor	Original Bid	Change Orders	Current Amount	% Change
General	Olaf Anderson	\$16,442,900	\$783,745	\$17,226,645	4.77%
Mechanical	Robert Gibb	\$3,447,000	\$114,091	\$3,561,091	3.31%
Electrical	Sun Electric	\$2,607,000	\$125,913	\$2,732,913	4.83%
Total		\$22,496,900	\$1,023,749	\$23,520,649	4.55%

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

BUDGET SUMMARY			
Budget Category	Original Total	Current Total	Paid To-Date
City Hall Construction	\$22,000,000	\$23,520,649	\$21,512,514
FF&E	\$1,775,000	\$1,495,000	\$0
Centennial Hall Demo	\$600,000	\$772,468	\$772,468
Professional Fees	\$1,400,000	\$1,681,431	\$1,681,219
Contingency	\$1,940,767	\$246,219	NA
Total	\$27,715,767	\$27,715,767	\$23,966,201

Your consideration in this matter is greatly appreciated.

Suggested Motion:

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

General Contract Olaf Anderson Change Order #22 in the amount of \$4,064.00
 Change Order #23 in the amount of \$7,833.00
 Change Order #24 in the amount of \$23,119.00

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

City Hall Construction Report - Contractor Progress Payments (6/4/18)

Contract	Contractor	Bid Amount	Change Orders	Present Amount	Paid To-date	Balance
General	Olaf Anderson	\$ 16,442,900	\$ 783,745	\$ 17,226,645	\$ 15,549,008	\$ 1,677,637
Mechanical	Robert Gibb	\$ 3,447,000	\$ 114,091	\$ 3,561,091	\$ 3,432,203	\$ 128,888
Electrical	Sun Electric	\$ 2,607,000	\$ 125,913	\$ 2,732,913	\$ 2,531,303	\$ 201,610
Total		\$ 22,496,900	\$ 1,023,749	\$ 23,520,649	\$ 21,512,514	\$ 2,008,135

PROJECT BUDGET SUMMARY

Budget Category	Original Total	Current Total	Paid To-Date
City Hall Construction	\$ 22,000,000	\$ 23,520,649	\$ 21,512,514
FF&E	\$ 1,775,000	\$ 1,495,000	\$ -
Centennial Hall Demo	\$ 600,000	\$ 772,468	\$ 772,468
Professional Fees	\$ 1,400,000	\$ 1,681,431	\$ 1,681,431
Contingency	\$ 1,940,767	\$ 246,219	\$ -
Total Budget	\$ 27,715,767	\$ 27,715,767	\$ 23,966,413

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.	\$	61,866
#8	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.	\$	26,049
#9	Labor and materials associated with revisions to the interior floor plans. Construct a fire pump room block wall enclosure & door.	\$	13,774
#10	IS request to install 3/4" CDX plywood backing behind gypsum board. Changes associated with Inspections Department request to add exterior pedestrian ramps to side entrance.	\$	46,706
#11	Geofoam foundation system.	\$	20,801
#12	Floor plan revisions to Commission offices.	\$	5,000
#13	Plywood backing behind gypsum board sheathing in IS Department.	\$	240
#14	Tile work trim change from stainless steel to aluminum with nickel finish.	\$	(23,168)
#15	Delete geo-foam at SE Chambers corner to accommodate wall and ramp. Provide heavier framing at Chambers.	\$	2,350
#16	Provide a 1-hour rating around beam at north Chamber wall. Eliminate some lockers and one bench in E107.	\$	(2,854)
#17	Change from single tier lockers to two tier lockers. Provide painted drywall access doors in Rooms W118 and Lobby A101.	\$	6,961
#18	Finish change to bottom side of soffits at Chambers, Admin, IS, HR, etc.	\$	4,042
#19	Install Phantom 5000 low-profile egress window in CW-180.	\$	26,725
#20	Subgrade, drain tile and concrete changes at floatable floodwall.	\$	8,794
#21	Repair of church driveway. Fire extinguisher and cabinet recess changes. Install db Bloc acoustical sound membrane between Rooms W336 and W337	\$	15,063
	150' of 5-line guardrail (in lieu of 4-line) at parking ramp retaining wall. Cabinet changes for all floors		
#22	Add layer of acoustical sound batts above acoustical ceiling tiles.	\$	4,064
#23	Add hollow metal window frame and tempered glass for Buildings & Grounds. Add tyvek behind aluminum window extensions. Additional framing, flashing and waterproofing at front entrance. Add lock cylinders at DIRT wall system.	\$	7,833
#24	Additional cost for design changes to foundation for floatable flood wall system.	\$	23,119

Mechanical Contract		\$	114,091
#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 DIRT wall system.	\$	2,543
#14	Provide and install one R-10 bar grille in lieu of two R-3 return air grilles.	\$	483
Electrical Contract		\$	125,913
#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. First floor office revisions for Inspections Department.	\$	2,174
#10	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

AIA[®] Document G701[™] – 2001

Change Order

PROJECT <i>(Name and address):</i> Fargo City Hall Fargo, ND	CHANGE ORDER NUMBER: Gen#022 DATE: 5/1/18	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i> Olaf Anderson Construction PO Box 2766 Fargo, ND 58108	ARCHITECT'S PROJECT NUMBER: 2015.49 CONTRACT DATE: 6/7/16 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

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

PR G22: Install one layer of acoustical sound batts loose laid above acoustical ceiling tiles.
 ADD \$1,860.00

PR G23: Install (1) 3'-0"(w) x 3'-6" (h) hollow metal window frame with 1/4" tempered glass.
 ADD \$2,204.00

The original Contract Sum was	\$ 16,442,900.00
The net change by previously authorized Change Orders	\$ 748,729.00
The Contract Sum prior to this Change Order was	\$ 17,191,629.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 4,064.00
The new Contract Sum including this Change Order will be	\$ 17,195,693.00

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

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

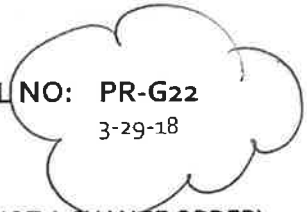
NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

T.L. Stroh Architects, Ltd ARCHITECT <i>(Firm name)</i>	Olaf Anderson Construction CONTRACTOR <i>(Firm name)</i>	City of Fargo OWNER <i>(Firm name)</i>
8 Seventh St. N., Fargo, ND 58102 ADDRESS	PO Box 2766, Fargo, ND 58108 ADDRESS	200 3rd St. N., Fargo, ND 58102 ADDRESS
 BY <i>(Signature)</i>	 BY <i>(Signature)</i>	 BY <i>(Signature)</i>
Terry L. Stroh <i>(Typed name)</i>	Jeff Karsjorn <i>(Typed name)</i>	 <i>(Typed name)</i>
5/1/18 DATE	5-7-18 DATE	 DATE



CHANGE PROPOSAL NO: PR-G22

Date sent to Contractor: 3-29-18



PROPOSAL REQUEST (NOT A CHANGE ORDER)

PROJECT: Fargo City Hall
Fargo, North Dakota

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

Attn: Lyn Narum

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

DESCRIPTION OF THE PROPOSED CHANGES

Above Ceiling Acoustical Sound Batts at DRITT Wall Systems:

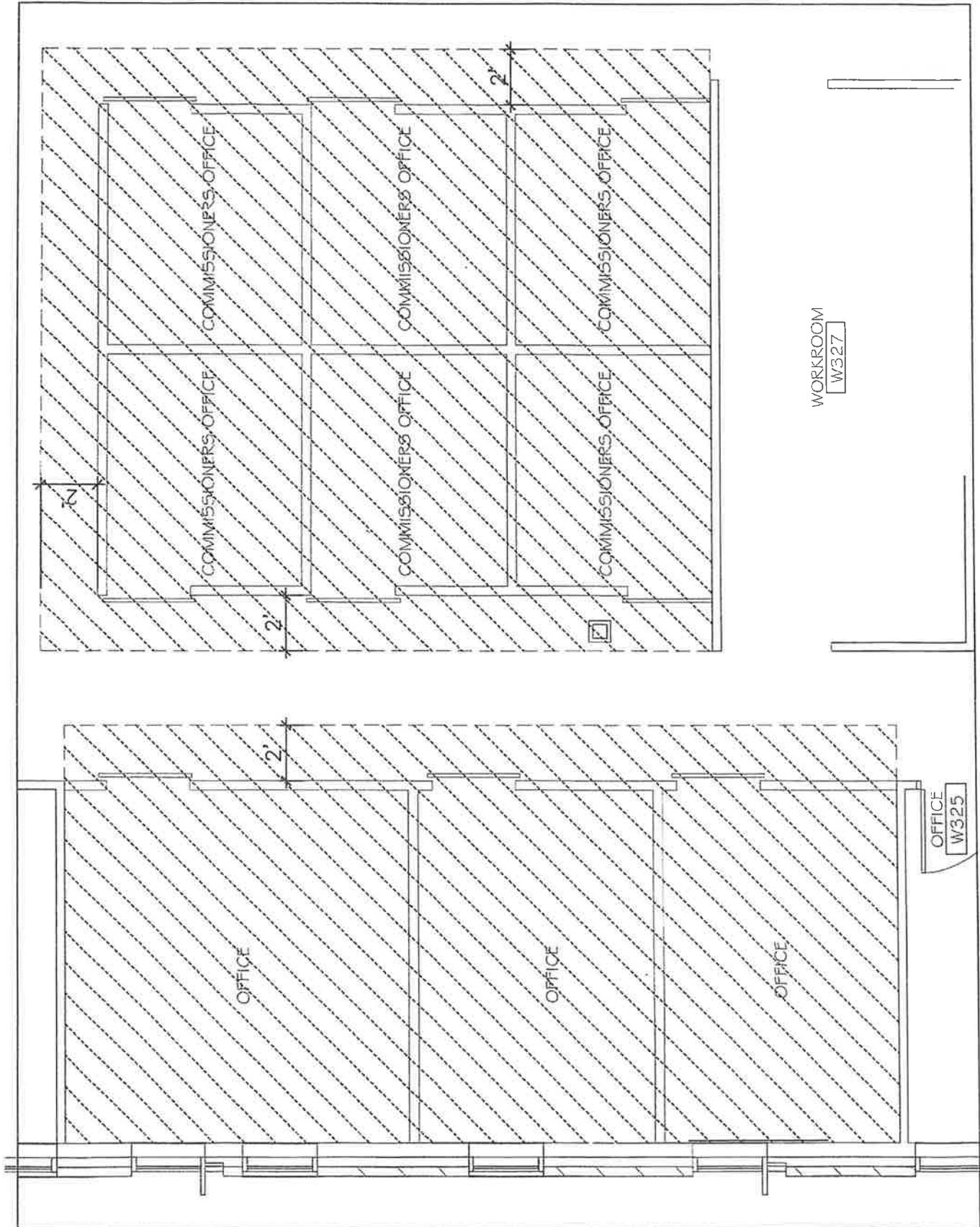
State amount to be added to provide labor and materials to install one layer of acoustical sound batts loose laid above acoustical ceiling tiles at locations indicated on attached drawing.

This will ADD \$ 1,867.00 to the contract price.

All work shall be equal to contract specifications.

Sign for Contractor:

By: [Signature]
Date: 4/3/18



INDICATES LOCATION OF ACOUSTICAL SOUND BATT LOOSE LAYED OVER TOP OF ACOUSTICAL CEILING TILES.



CHANGE PROPOSAL

Change Proposal #: PR G022

Date of Proposal: 4/3/18

Description of Work: Sound insulation above ACT

Labor Breakdown (use additional sheets of necessary)				
Labor Classification:	# of People	Hours	Labor Rate/Hr	Labor Amount
CM	1	4	\$65.00	\$260.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Labor Costs:				\$260.00
Material Breakdown (use additional sheets of necessary)				
Material Description:	Quantity	Unit	Unit Cost	Materials Amounts
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Tax	7.50%			\$0.00
Total Material Costs:				\$0.00
OTHER DIRECT COSTS (Subcontractors, Equipment, Travel, etc.)				
Description:	Quantity	Unit	Unit Cost	Other Cost Amounts
				\$0.00
Miller & Sons	1	LS	1500	\$1,500.00
				\$0.00
				\$0.00
				\$0.00
Total Direct Costs:				\$1,500.00
1. Total Labor Costs.....			\$260.00	
2. Total Material Costs.....			\$0.00	
3. Total Other Direct Costs.....			\$1,500.00	
4. Total Labor, Materials & Other Direct Costs.....				\$1,760.00
5. Profit & Overhead (10 %) of Line 1.....				\$26.00
6. Profit & Overhead (5%) of Line 2.....				\$0.00
7. Profit & Overhead (5%) of Line 3.....				\$75.00
8. Total Change Proposal Costs (lines 4, 5, 6 &7).....				\$1,861.00



CHANGE PROPOSAL NO: PR-G23

Date sent to Contractor:

3-29-18

PROPOSAL REQUEST (NOT A CHANGE ORDER)

PROJECT: Fargo City Hall
Fargo, North Dakota

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

Attn: Lyn Narum

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

DESCRIPTION OF THE PROPOSED CHANGES

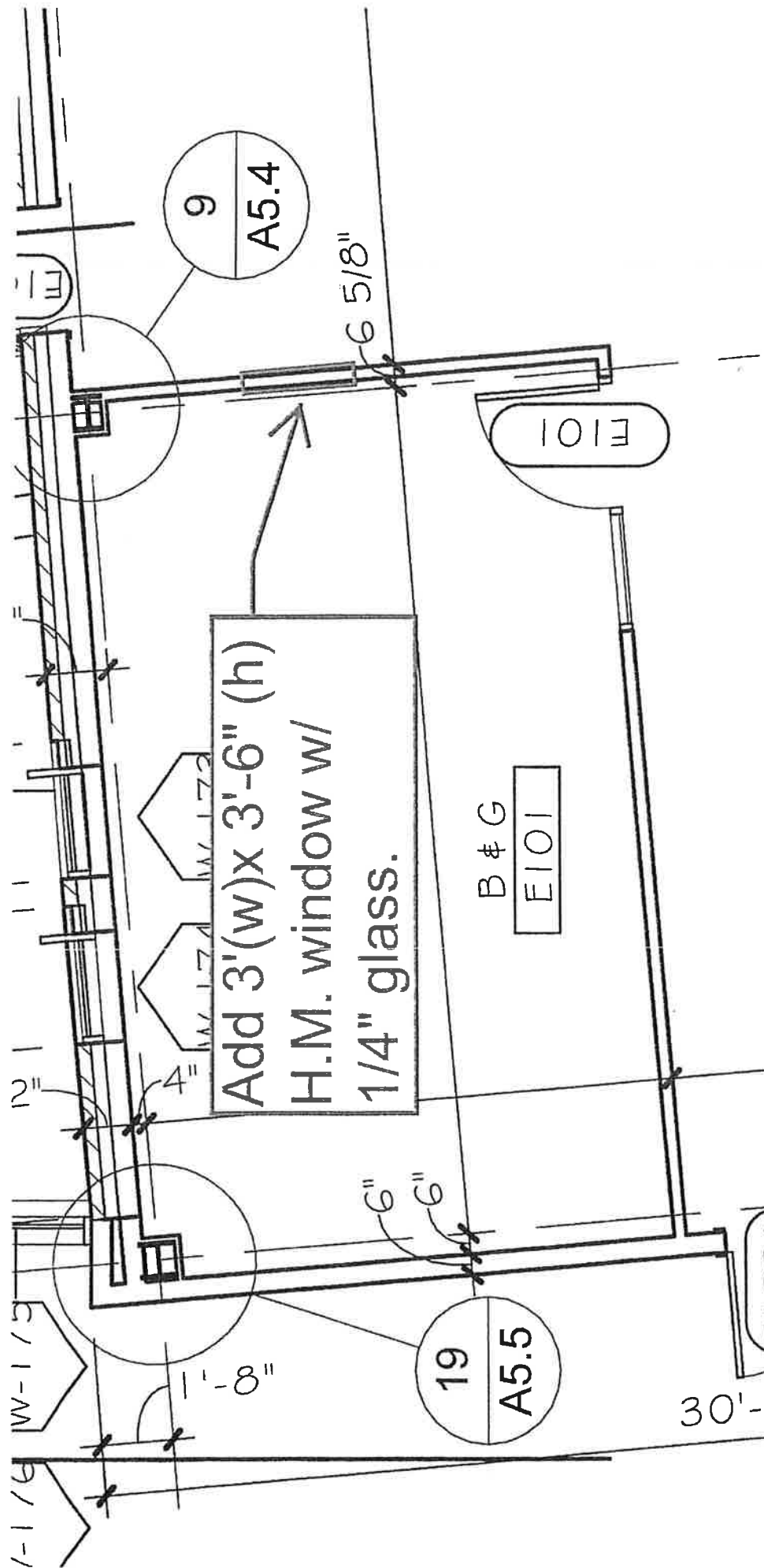
Add Hollow Metal Window at B & G Room E101:

State amount to be added to provide labor and materials to install one 3'-0"(w) x 3'-6" (h) hollow metal window frame with 1/4" tempered glass at the location indicated on the attached drawing.

This will ADD \$ 2,204⁰⁰ to the contract price.

All work shall be equal to contract specifications.

Sign for Contractor: _____
By: _____
Date: 4-16-18



CHANGE PROPOSAL

Change Proposal #: PR G023

Date of Proposal: 4/16/18

Description of Work: Window at E101

Labor Breakdown (use additional sheets of necessary)				
Labor Classification:	# of People	Hours	Labor Rate/Hr	Labor Amount
CM	1	2	\$65.00	\$130.00
Labor	1	6	\$55.00	\$330.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Labor Costs:				\$460.00
Material Breakdown (use additional sheets of necessary)				
Material Description:	Quantity	Unit	Unit Cost	Materials Amounts
				\$0.00
Central Door	1	LS	\$298.00	\$298.00
Red River Glazing	1	LS	\$500.00	\$500.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Tax	7.50%			\$59.85
Total Material Costs:				\$857.85
OTHER DIRECT COSTS (Subcontractors, Equipment, Travel, etc.)				
Description:	Quantity	Unit	Unit Cost	Other Cost Amounts
				\$0.00
Miller & Sons	1	LS	760	\$760.00
				\$0.00
				\$0.00
				\$0.00
Total Direct Costs:				\$760.00
1. Total Labor Costs.....	\$460.00			
2. Total Material Costs.....	\$857.85			
3. Total Other Direct Costs.....	\$760.00			
4. Total Labor, Materials & Other Direct Costs.....			\$2,077.85	
5. Profit & Overhead (10 %) of Line 1.....			\$46.00	
6. Profit & Overhead (5%) of Line 2.....			\$42.89	
7. Profit & Overhead (5%) of Line 3.....			\$38.00	
8. Total Change Proposal Costs (lines 4, 5, 6 &7).....				\$2,204.74

AIA® Document G701™ – 2001

Change Order

PROJECT <i>(Name and address):</i> Fargo City Hall Fargo, ND	CHANGE ORDER NUMBER: Gen#023 DATE: 5/17/18	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i> Olaf Anderson Construction PO Box 2766 Fargo, ND 58108	ARCHITECT'S PROJECT NUMBER: 2015.49 CONTRACT DATE: 6/7/16 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

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

RFC029: Provide and install Tyvek behind the aluminum window extensions.
 ADD \$4,260.00

RFC032: Provide additional framing, flashing, and waterproofing at front entrance.
 ADD \$2,050.00

RFC034: Provide and install cylinders at DIRT walls.
 ADD \$1,523.00

The original Contract Sum was	\$ 16,442,900.00
The net change by previously authorized Change Orders	\$ 752,793.00
The Contract Sum prior to this Change Order was	\$ 17,195,693.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 7,833.00
The new Contract Sum including this Change Order will be	\$ 17,203,526.00

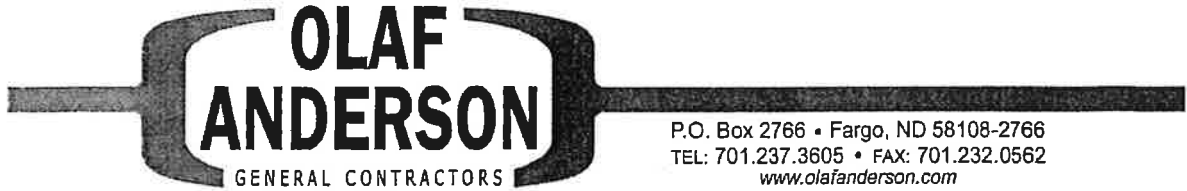
The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

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

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

T.L. Stroh Architects, Ltd ARCHITECT <i>(Firm name)</i> 8 Seventh St. N., Fargo, ND 58102 ADDRESS BY <i>(Signature)</i> Terry L. Stroh <i>(Typed name)</i> 5/17/18 DATE	Olaf Anderson Construction CONTRACTOR <i>(Firm name)</i> PO Box 2766, Fargo, ND 58108 ADDRESS BY <i>(Signature)</i> Jeff Furstenberg <i>(Typed name)</i> 5-21-18 DATE	City of Fargo OWNER <i>(Firm name)</i> 200 3rd St. N., Fargo, ND 58102 ADDRESS BY <i>(Signature)</i> <i>(Typed name)</i> DATE
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March 7, 2018

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

Re: Fargo City Hall – RFC 029

Dear: Mr. Stroh,

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

	Accepted	Y	N
1. Provide and install Tyvek behind the aluminum window extensions.	Add \$4,260.00	—	—

Pricing Breakdown is attached.

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

Sincerely,

Lyn Narum
Construction Manager
Olaf Anderson Construction, Inc.

Accepted by: _____

Date: _____

CHANGE PROPOSAL

Change Proposal #: RFC 029

Date of Proposal: 3/7/18

Description of Work: Tyvek at window extensions

Labor Breakdown (use additional sheets of necessary)				
Labor Classification:	# of People	Hours	Labor Rate/Hr	Labor Amount
CM	1	2	\$65.00	\$130.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Labor Costs:				\$130.00
Material Breakdown (use additional sheets of necessary)				
Material Description:	Quantity	Unit	Unit Cost	Materials Amounts
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Tax	7.50%			\$0.00
Total Material Costs:				\$0.00
OTHER DIRECT COSTS (Subcontractors, Equipment, Travel, etc.)				
Description:	Quantity	Unit	Unit Cost	Other Cost Amounts
				\$0.00
Minnekota	1	LS	3921	\$3,921.00
				\$0.00
				\$0.00
				\$0.00
Total Direct Costs:				\$3,921.00
1. Total Labor Costs.....				
				\$130.00
2. Total Material Costs.....				
				\$0.00
3. Total Other Direct Costs.....				
				\$3,921.00
4. Total Labor, Materials & Other Direct Costs.....				
				\$4,051.00
5. Profit & Overhead (10 %) of Line 1.....				
				\$13.00
6. Profit & Overhead (5%) of Line 2.....				
				\$0.00
7. Profit & Overhead (5%) of Line 3.....				
				\$196.05
8. Total Change Proposal Costs (lines 4, 5, 6 & 7).....				
				\$4,260.05



P.O. Box 2766 • Fargo, ND 58108-2766
 TEL: 701.237.3605 • FAX: 701.232.0562
 www.olafanderson.com

May 11, 2018

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

Re: Fargo City Hall – RFC 032

Dear: Mr. Stroh,

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

	Accepted	Y	N
1. Provide additional framing, flashing, and waterproofing at front entrance.			
	Add	\$2,050.00	_ _

Pricing Breakdown is attached.

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

Sincerely,

Lyn Narum
 Construction Manager
 Olaf Anderson Construction, Inc.

Accepted by: _____

Date: _____

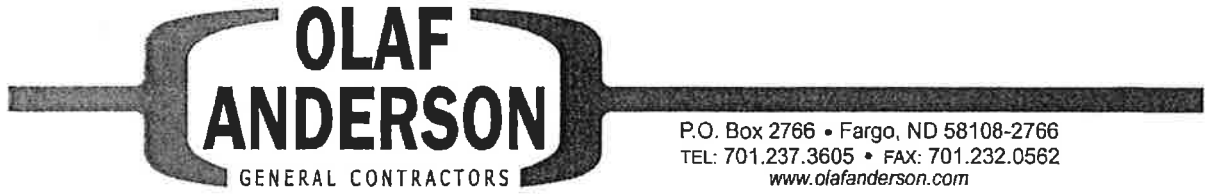
CHANGE PROPOSAL

Change Proposal #: RFC 032

Date of Proposal: 5/11/18

Description of Work: Bump out wall at front entrance

Labor Breakdown (use additional sheets of necessary)				
Labor Classification:	# of People	Hours	Labor Rate/Hr	Labor Amount
CM	1	3	\$65.00	\$195.00
Carpenter	1	2	\$55.00	\$110.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Labor Costs:				\$305.00
Material Breakdown (use additional sheets of necessary)				
Material Description:	Quantity	Unit	Unit Cost	Materials Amounts
				\$0.00
tyvek	1	LS	\$120.00	\$120.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Tax	7.50%			\$9.00
Total Material Costs:				\$129.00
OTHER DIRECT COSTS (Subcontractors, Equipment, Travel, etc.)				
Description:	Quantity	Unit	Unit Cost	Other Cost Amounts
Red River Glazing	1	LS	665	\$665.00
Miller	1	LS	840	\$840.00
				\$0.00
				\$0.00
				\$0.00
Total Direct Costs:				\$1,505.00
1. Total Labor Costs.....			\$305.00	
2. Total Material Costs.....			\$129.00	
3. Total Other Direct Costs.....			\$1,505.00	
4. Total Labor, Materials & Other Direct Costs.....			\$1,939.00	
5. Profit & Overhead (10 %) of Line 1.....			\$30.50	
6. Profit & Overhead (5%) of Line 2.....			\$6.45	
7. Profit & Overhead (5%) of Line 3.....			\$75.25	
8. Total Change Proposal Costs (lines 4, 5, 6 & 7).....				\$2,051.20



May 16, 2018

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

Re: Fargo City Hall – RFC 034
Dear: Mr. Stroh,

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

	Accepted	Y	N
1. Provide and install cylinders at DIRTT walls.			
	Add \$1,523.00	—	—

Pricing Breakdown is attached.

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

Sincerely,

Lyn Narum
Construction Manager
Olaf Anderson Construction, Inc.

Accepted by: _____

Date: _____

AIA® Document G701™ – 2001

Change Order

PROJECT <i>(Name and address):</i> Fargo City Hall Fargo, ND	CHANGE ORDER NUMBER: Gen#024 DATE: 5/17/18	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i> Olaf Anderson Construction PO Box 2766 Fargo, ND 58108	ARCHITECT'S PROJECT NUMBER: 2015.49 CONTRACT DATE: 6/7/16 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

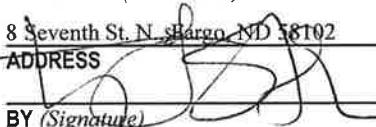
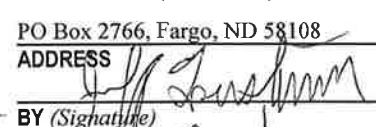
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
 RFC009: Added cost for changes in foundation design for foundations at flood walls.
 ADD \$23,119.00

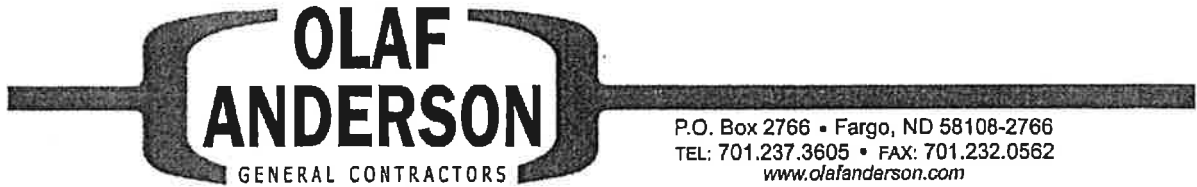
The original Contract Sum was	\$ 16,442,900.00
The net change by previously authorized Change Orders	\$ 760,626.00
The Contract Sum prior to this Change Order was	\$ 17,203,526.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 23,119.00
The new Contract Sum including this Change Order will be	\$ 17,226,645.00

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

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

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

T.L. Stroh Architects, Ltd ARCHITECT <i>(Firm name)</i> <hr/> 8 Seventh St. N., Fargo, ND 58102 ADDRESS <hr/>  BY <i>(Signature)</i> <hr/> Terry L. Stroh <i>(Typed name)</i> <hr/> 5/17/18 DATE	Olaf Anderson Construction CONTRACTOR <i>(Firm name)</i> <hr/> PO Box 2766, Fargo, ND 58108 ADDRESS <hr/>  BY <i>(Signature)</i> <hr/> Jeff Furstenburg <i>(Typed name)</i> <hr/> 5-21-18 DATE	City of Fargo OWNER <i>(Firm name)</i> <hr/> 200 3rd St. N., Fargo, ND 58102 ADDRESS <hr/> BY <i>(Signature)</i> <hr/> <i>(Typed name)</i> <hr/> DATE
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June 1, 2017

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

Re: Fargo City Hall - RFC 009

Dear: Mr. Stroh,

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

	Accepted	Y	N
1. Added cost for changes in foundation design for foundations at flood walls.	Add \$23,119.00	—	—

Pricing Breakdown is attached

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

Sincerely,

Lyn Narum
Construction Manager
Olaf Anderson Construction, Inc.

Accepted by: _____

Date: _____

CHANGE PROPOSAL

Change Proposal #: RFC 009

Date of Proposal: 6/1/17

Description of Work: Flood Wall Footing Design Changes

Labor Breakdown (use additional sheets of necessary)				
Labor Classification:	# of People	Hours	Labor Rate/Hr	Labor Amount
CM	1	8	\$65.00	\$520.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Labor Costs:				\$520.00
Material Breakdown (use additional sheets of necessary)				
Material Description:	Quantity	Unit	Unit Cost	Materials Amounts
				\$0.00
Prairie Supply	1	LS	\$2,780.00	\$2,780.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Tax	7.50%			\$208.50
Total Material Costs:				\$2,988.50
OTHER DIRECT COSTS (Subcontractors, Equipment, Travel, etc.)				
Description:	Quantity	Unit	Unit Cost	Other Cost Amounts
				\$0.00
K&L Construction	1	LS	18485	\$18,485.00
				\$0.00
				\$0.00
				\$0.00
Total Direct Costs:				\$18,485.00
1. Total Labor Costs..... \$520.00				
2. Total Material Costs..... \$2,988.50				
3. Total Other Direct Costs..... \$18,485.00				
4. Total Labor, Materials & Other Direct Costs.....			\$21,993.50	
5. Profit & Overhead (10 %) of Line 1.....			\$52.00	
6. Profit & Overhead (5%) of Line 2.....			\$149.43	
7. Profit & Overhead (5%) of Line 3.....			\$924.25	
8. Total Change Proposal Costs (lines 4, 5, 6 &7).....				\$23,119.18

REPORT OF ACTION

23

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. MP-18-A1 Type: Fargo Park District Cost Share Agreement – Shared Use Path

Location: Prairie Farms Addition Date of Hearing: 5/30/2018

<u>Routing</u>	<u>Date</u>
City Commission	<u>6/4/2018</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Gorden</u>

The Committee reviewed the accompanying memorandum from Division Engineer, Jeremy Gorden, regarding a Cost Share Agreement with the Fargo Park District to install a path north of the pond in Prairie Farms Addition. The Park District bid out a project to construct a park north of this location and has included this path connection with that project. The estimated cost is around \$60,000.

Staff is recommending splitting the cost with Park District (\$30,000 each) and using Infrastructure Sales Tax funds.

On a motion by Tim Mahoney, seconded by Nicole Crutchfield, the Committee voted to recommend approval of splitting the cost of this path with the Fargo Park District and using Infrastructure Sales Tax funds for the match.

RECOMMENDED MOTION

Approve the execution of the cost share with the Fargo Park District and use of Infrastructure Sales Tax funds for the match.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Infrastructure Sales Tax & Fargo Park District


	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials 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"/>	
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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Jeremy Gorden
Kent Costin, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson

 for Brenda Derrig
 Brenda E. Derrig, P.E.
 Division Engineer



Item 6

ENGINEERING DEPARTMENT

200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

May 24, 2018

To: Members of PWPEC

From: Jeremy M. Gorden, PE, PTOE *JMG*
Transportation Division Engineer

Subject: Cost Share with Fargo Park District on a Shared Use Path Project in Prairie Farms Addition
City of Fargo Project No. MP-18-A1

In 2015, we constructed the underground utilities, streets, paths, and street lighting for the Prairie Farms Addition. In the process, we missed a path connection that was planned to be installed between the Drain and 31st Street. The original location was to be behind the lots located south of the pond, but we have that graded now so that a path is physically unable to be built at that location. We have made arrangements with the Park District to install a path north of the pond this summer. The Park District bid out a project to construct a park north of this location near the Burger King on 52nd Avenue S and has included this path connection with that project. I would like to split the cost of this path connection with the Park District. The estimated cost is around \$60,000, so we would each pay \$30,000 for the installation of the path. I would recommend matching the Park District funds by using Sales Tax funds.

Recommended Motion

Recommend approval of splitting the cost of this path with the Fargo Park District and using Infrastructure Sales Tax funds for the match.

JMG/jmg
Attachment



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.

Prairie Farms Path Connection

1:4,514

5/23/2018 10:39:42 AM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.



City of Fargo, ND

24

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Emergency Storm Sewer Spot Repair

Location: 25th Ave S & 26th St S

Date of Hearing: 5/30/2018

<u>Routing</u>	<u>Date</u>
City Commission	<u>6/4/2018</u>
PWPEC File	<u>X</u>
Project File	<u>Jody Bertrand</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Jody Bertrand, for the need to make an emergency repair on the storm sewer in the intersection of 25th Ave S and 26th St. Public Works Department discovered a large amount of gravel in the pipes and it appears to have come from a deteriorated pipe/manhole connection. Engineering requested quotes from eight qualified, local contractors to perform the repair. Four contractors responded with quotes and they are Key Contracting (\$48,766.00), Dakota Underground (\$60,537.50), Master Construction (\$62,100.00) and Fox Underground (\$77,658.50). Due to the depth of the repair and the necessary traffic control, we anticipated the cost of the repair to be approximately \$50,000.

Staff is recommending approval of the quote from Key Contracting to complete the emergency repair.

On a motion by Ben Dow, seconded by Bruce Grubb, the Committee voted to approve the quote from Key Contracting and utilize funds from the Street Rehabilitation Account (101 8550 510 77 22).

RECOMMENDED MOTION

To approve the quote from Key Contracting in the amount of \$48,766.00 for emergency storm sewer spot repair at the intersection of 25th Avenue S and 26th St.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Street Rehabilitation Funds

	Yes	No
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
				<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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Jeremy Gorden
Kent Costin, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

 *for Brenda Derrig*
 Brenda E. Derrig, P.E.
 Division Engineer

C: Kristi Olson



Memorandum

To: PWPEC
From: Jody Bertrand, Division Engineer
Date: 5/29/2018
Re: Emergency Storm Sewer Spot Repair

The Engineering Department has been working with the Public Works Department to address a recently discovered storm sewer issue on 25th Avenue S at the intersection of 26th Street S.



The Public Works Department discovered a large amount of gravel in the pipes and it appears to have come from a deteriorated pipe/manhole connection. There is a large void (depth in excess of four-foot probe) under the asphalt pavement and the limits of the void are unknown until the pavement is removed.

PWPEC 5/29/2018
Emergency Storm Sewer Spot Repair
Page 2

On May 17, 2018, Engineering requested quotes from eight qualified, local contractors to perform the repair. Four contractors responded with quotes and they are Dakota Underground, Key Contracting, Fox Underground and Master Construction. All quotes were submitted by 10 am on May 21, 2018.

Because the storm sewer main is nearly 15 feet deep, the plan is to close the road on Tuesday, May 22, 2018 and have the roadway open on Monday, June 8, 2018. This closure is necessary in order to expedite the repair as well as for public safety.

Due to the depth of the repair and the necessary traffic control, we anticipate the cost of the repair will be approximately \$50,000.

Recommended Motion

Authorize the Engineering Department to accept the lowest quote received from Key Contracting for the emergency storm sewer spot repair on 25th Avenue S and utilize funds from the Street Rehabilitation Account (101 8550 510 77 22).



ENGINEERING DEPARTMENT
200 3RD Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101

May 18, 2018

Informational Letter
Storm Sewer Manhole & Pipe Repair

Attention Property Owner,

The City of Fargo has recently become aware of an issue with a storm sewer manhole located on the south side of 25th Avenue South at the intersection of 26th Street. The City is in the process of soliciting quotes from Contractors to complete this repair. The repair includes removing the street and excavating approximately 15' below ground to fix the problem with the pipe or manhole. This repair work will most likely remove the entire width of street by the manhole due to the depth of the storm sewer pipe.

The repair is scheduled to begin on Tuesday May 22nd and shall be completed by Friday June 8th. Traffic and pedestrians will be detoured around the construction zone until the pavement is replaced. Thank you for your patience and understanding while the City completes these repairs to the storm sewer infrastructure.

If you have any questions regarding this repair, feel free to contact me at:

- Engineering Department - (701) 476-4041
- Email – RHasey@fargond.gov

Rob Hasey, Project Engineer *RH*

RJH/klb



Key Contracting

Mobilization	1	\$ 2,000.00	\$ 2,000.00	LS
Traffic Control	1	\$ 2,500.00	\$ 2,500.00	LS
Remove mailbox & install temp mailbox	1	\$ 300.00	\$ 300.00	LS
Saw cut & remove pavement (concrete or asphalt)	200	\$ 27.00	\$ 5,400.00	SY
Saw cut & remove curb & gutter	50	\$ 16.00	\$ 800.00	LF
Excavate & dispose soil	300	\$ 18.00	\$ 5,400.00	CY
Ready Mix concrete plug around manhole exterior	8	\$ 165.00	\$ 1,320.00	CY
Class 3 backfill compacted to 95% density	325	\$ 38.00	\$ 12,350.00	CY
Type I Curb & Gutter	50	\$ 42.00	\$ 2,100.00	LF
New inlet casting	1	\$ 500.00	\$ 500.00	EA
Asphalt – base & wear	80	\$ 165.00	\$ 13,200.00	TON
Driveway 6" thick reinforced concrete	15.5	\$ 72.00	\$ 1,116.00	SY
Sidewalk 4" thick reinforced concrete	15	\$ 72.00	\$ 1,080.00	SY
Topsoil	5	\$ 30.00	\$ 150.00	CY
Type B seed & hydromulch	50	\$ 5.00	\$ 250.00	SY
Reinstall mailbox	1	\$ 300.00	\$ 300.00	LS

\$ 48,766.00 Total

Dakota Underground

Mobilization	1	\$ 23,500.00	\$ 23,500.00	LS
Traffic Control	1	\$ 1,000.00	\$ 1,000.00	LS
Remove mailbox & install temp mailbox	1	\$ 300.00	\$ 300.00	LS
Saw cut & remove pavement (concrete or asphalt)	200	\$ 25.00	\$ 5,000.00	SY
Saw cut & remove curb & gutter	50	\$ 10.00	\$ 500.00	LF
Excavate & dispose soil	300	\$ 20.00	\$ 6,000.00	CY
Ready Mix concrete plug around manhole exterior	8	\$ 150.00	\$ 1,200.00	CY
Class 3 backfill compacted to 95% density	325	\$ 35.00	\$ 11,375.00	CY
Type I Curb & Gutter	50	\$ 40.00	\$ 2,000.00	LF
New inlet casting	1	\$ 750.00	\$ 750.00	EA
Asphalt – base & wear	80	\$ 75.00	\$ 6,000.00	TON
Driveway 6" thick reinforced concrete	15.5	\$ 75.00	\$ 1,162.50	SY
Sidewalk 4" thick reinforced concrete	15	\$ 60.00	\$ 900.00	SY
Topsoil	5	\$ 30.00	\$ 150.00	CY
Type B seed & hydromulch	50	\$ 10.00	\$ 500.00	SY
Reinstall mailbox	1	\$ 200.00	\$ 200.00	LS

\$ 60,537.50 Total

Master

Mobilization	1	\$ 5,000.00	\$ 5,000.00	LS
Traffic Control	1	\$ 2,500.00	\$ 2,500.00	LS
Remove mailbox & install temp mailbox	1	\$ 1,000.00	\$ 1,000.00	LS
Saw cut & remove pavement (concrete or asphalt)	200	\$ 25.00	\$ 5,000.00	SY
Saw cut & remove curb & gutter	50	\$ 15.00	\$ 750.00	LF
Excavate & dispose soil	300	\$ 25.00	\$ 7,500.00	CY
Ready Mix concrete plug around manhole exterior	8	\$ 200.00	\$ 1,600.00	CY
Class 3 backfill compacted to 95% density	325	\$ 40.00	\$ 13,000.00	CY
Type I Curb & Gutter	50	\$ 100.00	\$ 5,000.00	LF
New inlet casting	1	\$ 750.00	\$ 750.00	EA
Asphalt – base & wear	80	\$ 200.00	\$ 16,000.00	TON
Driveway 6" thick reinforced concrete	15.5	\$ 100.00	\$ 1,550.00	SY
Sidewalk 4" thick reinforced concrete	15	\$ 90.00	\$ 1,350.00	SY
Topsoil	5	\$ 20.00	\$ 100.00	CY
Type B seed & hydromulch	50	\$ 5.00	\$ 250.00	SY
Reinstall mailbox	1	\$ 750.00	\$ 750.00	LS

\$ 62,100.00 Total

Fox Underground

Mobilization	1	\$ 4,500.00	\$ 4,500.00	LS
Traffic Control	1	\$ 2,800.00	\$ 2,800.00	LS
Remove mailbox & install temp mailbox	1	\$ 250.00	\$ 250.00	LS
Saw cut & remove pavement (concrete or asphalt)	200	\$ 41.00	\$ 8,200.00	SY
Saw cut & remove curb & gutter	50	\$ 25.00	\$ 1,250.00	LF
Excavate & dispose soil	300	\$ 44.00	\$ 13,200.00	CY
Ready Mix concrete plug around manhole exterior	8	\$ 375.00	\$ 3,000.00	CY
Class 3 backfill compacted to 95% density	325	\$ 62.00	\$ 20,150.00	CY
Type I Curb & Gutter	50	\$ 49.00	\$ 2,450.00	LF
New inlet casting	1	\$ 1,400.00	\$ 1,400.00	EA
Asphalt – base & wear	80	\$ 210.00	\$ 16,800.00	TON
Driveway 6" thick reinforced concrete	15.5	\$ 97.00	\$ 1,503.50	SY
Sidewalk 4" thick reinforced concrete	15	\$ 86.00	\$ 1,290.00	SY
Topsoil	5	\$ 43.00	\$ 215.00	CY
Type B seed & hydromulch	50	\$ 8.00	\$ 400.00	SY
Reinstall mailbox	1	\$ 250.00	\$ 250.00	LS

\$ 77,658.50 Total

25

May 30, 2018

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. FM-15-K1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, May 30, 2018, for Rosewood Area Flood Risk Management Project, Project No. FM-15-K1, located at University Drive to the Milwaukee Trail.

The bids were as follows:

Industrial Builders, Inc.	\$3,449,693.90
Key Contracting, Inc.	\$3,782,108.55
Wanzek Construction, Inc.	\$4,212,003.10
ICS, Inc.	\$4,861,634.50
Engineer's Estimate	\$2,853,757.50

The special assessment escrow is not required.

This office recommends award of the contract to Industrial Builders, Inc. in the amount of \$3,449,693.90 as the lowest and best bid.

Sincerely,



Tom Knakmuhs
Division Engineer

TAK/jmg

ENGINEER'S STATEMENT OF ESTIMATED COST**PROJECT # FM-15-K1****Rosewood Area Flood Risk Management Project**

Rosewood Flood Project - University Drive to the Milwaukee trail

WHEREAS, bids have been opened and filed for the above described Project for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Division Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Rosewood Area Flood Risk Management Project Project # FM-15-K1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer				
1 F&I Pipe SDR 26 - 8" Dia PVC	LF	5.00	100.00	500.00
2 F&I Manhole 4' Dia Reinf Conc	EA	1.00	9,000.00	9,000.00
3 Remove Pipe All Sizes All Types	LF	55.00	58.00	3,190.00
4 Remove Manhole	EA	1.00	2,625.00	2,625.00
			Sanitary Sewer Total	15,315.00
Water Main				
5 F&I Pipe C900 DR 18 - 6" Dia PVC	LF	41.00	70.00	2,870.00
6 F&I Hydrant	EA	1.00	7,250.00	7,250.00
7 F&I Gate Valve 6" Dia	EA	1.00	2,800.00	2,800.00
8 F&I Fittings Ductile Iron	LB	100.00	22.00	2,200.00
9 Remove Pipe All Sizes All Types	LF	49.00	58.00	2,842.00
			Water Main Total	17,962.00
Storm Sewer				
10 F&I 1-1/4" Trench Found Rock 27" thru 36" Dia	LF	400.00	26.00	10,400.00
11 F&I Flared End Section 42" Dia Reinf Conc	EA	1.00	7,050.00	7,050.00
12 F&I Gatewell	EA	1.00	175,000.00	175,000.00
13 Connect Pipe to Exist Pipe	EA	6.00	1,840.00	11,040.00
14 Remove Inlet	EA	5.00	1,000.00	5,000.00
15 F&I Inlet - Manhole (MHI) 5' Dia Reinf Conc	EA	6.00	6,500.00	39,000.00
16 Remove Lift Station	EA	2.00	16,500.00	33,000.00
17 F&I Manhole 5' Dia Reinf Conc	EA	2.00	8,000.00	16,000.00
18 F&I Manhole 7' Dia Reinf Conc	EA	2.00	25,000.00	50,000.00
19 F&I Pipe 36" Dia Reinf Conc	LF	64.00	178.50	11,424.00
20 F&I Pipe 42" Dia Reinf Conc	LF	192.00	265.00	50,880.00
21 F&I Rip Rap Rock	CY	62.00	88.50	5,487.00
22 Remove Pipe All Sizes All Types	LF	723.00	48.30	34,920.90
23 F&I Outlet Structure	EA	1.00	100,000.00	100,000.00
24 F&I Pipe 36" Dia	LF	1,274.00	148.00	188,552.00
25 F&I Box Culvert 4'x6' Wide Reinf Conc	LF	18.00	610.00	10,980.00
26 Clean Pipe 36" Dia All Types	LF	185.00	21.00	3,885.00
			Storm Sewer Total	752,618.90
Storm Sewer Lift Station				
27 F&I Lift Station	LS	1.00	650,000.00	650,000.00
28 F&I Lift Station Pumps & Controls	LS	1.00	630,000.00	630,000.00
29 F&I Fence	LF	110.00	183.00	20,130.00
30 F&I Landscaping	LS	1.00	2,500.00	2,500.00
			Storm Sewer Lift Station Total	1,302,630.00
Earthwork				
31 Topsoil - Spread	LS	1.00	10,000.00	10,000.00

ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # FM-15-K1

Rosewood Area Flood Risk Management Project

32 Topsoil - Strip	LS	1.00	6,000.00	6,000.00
33 Excavation	CY	14,118.00	4.00	56,472.00
34 Site Grading	LS	1.00	12,000.00	12,000.00
35 Fill - Impervious	CY	19,437.00	10.50	204,088.50
			Earthwork Total	288,560.50
Paving				
36 Subgrade Preparation	SY	10,125.00	1.00	10,125.00
37 F&I Woven Geotextile	SY	825.00	2.00	1,650.00
38 F&I Class 5 Agg - 6" Thick	SY	650.00	6.00	3,900.00
39 F&I Class 5 Agg - 7" Thick	SY	825.00	7.00	5,775.00
40 F&I Curb & Gutter Mountable (Type I)	LF	234.00	31.50	7,371.00
41 Remove Curb & Gutter	LF	234.00	5.00	1,170.00
42 F&I Pavement 8" Thick Reinf Conc	SY	650.00	61.50	39,975.00
43 F&I Shared Use Path 4" Thick Reinf Conc	SY	1,630.00	44.00	71,720.00
44 F&I Sidewalk 4" Thick Reinf Conc	SY	7.00	86.00	602.00
45 F&I Det Warn Panels Cast Iron	SF	10.00	52.50	525.00
46 Remove Driveway All Thicknesses All Types	SY	258.00	5.00	1,290.00
47 Remove Pavement All Thicknesses Asph	SY	703.00	6.00	4,218.00
48 F&I Asphalt Cement PG 58-28	GAL	4,185.00	2.05	8,579.25
49 Remove Sidewalk All Thicknesses All Types	SY	573.00	4.00	2,292.00
50 Casting to Grade - no Conc	EA	1.00	500.00	500.00
51 F&I Aggregate for Asph Pavement FAA 43	TON	300.00	52.00	15,600.00
52 F&I Sidewalk 6" Thick Reinf Conc	SY	5.00	95.00	475.00
53 F&I Edge Drain 4" Dia PVC	LF	234.00	10.00	2,340.00
			Paving Total	178,107.25
Miscellaneous				
54 Mulching Type 1 - Hydro	SY	33,000.00	0.29	9,570.00
55 Seeding Type B	SY	33,000.00	0.16	5,280.00
56 Inlet Protection - Existing Inlet	EA	3.00	130.00	390.00
57 Inlet Protection - New Inlet	EA	7.00	130.00	910.00
58 Silt Fence - Standard	LF	4,000.00	2.00	8,000.00
59 Temp Construction Entrance	EA	2.00	2,000.00	4,000.00
60 Traffic Control - Type 1	LS	1.00	12,000.00	12,000.00
61 F&I Conif Tree 6' High	EA	9.00	285.00	2,565.00
62 F&I Decid Tree 1" Dia	EA	13.00	285.00	3,705.00
63 F&I Decid Tree 1.5" Dia	EA	139.00	285.00	39,615.00
64 F&I Bullet Edging	LF	440.00	4.20	1,848.00
65 F&I Retaining Wall	SF	990.00	63.00	62,370.00
66 Clear & Grub	LS	1.00	10,000.00	10,000.00
67 Mobilization	LS	1.00	158,300.00	158,300.00
68 Remove Tree	EA	76.00	200.00	15,200.00
69 Temp Fence - Safety	LS	1.00	2,000.00	2,000.00
70 Rem & Repl Landscaping	LS	1.00	1,000.00	1,000.00
71 F&I Fence Maintenance Free	LF	56.00	93.50	5,236.00
72 F&I Fence Ornamental	LF	150.00	71.50	10,725.00
73 Remove Wall	LF	115.00	26.00	2,990.00
			Miscellaneous Total	355,704.00
Building Demolition				
74 Demolition	EA	1.00	2,000.00	2,000.00
75 Eliminate Water Service	EA	2.00	3,000.00	6,000.00
76 Eliminate Sewer Service	EA	2.00	3,000.00	6,000.00
77 Remove Landscaping	LS	1.00	2,000.00	2,000.00
78 Remove Foundation All Types	EA	1.00	15,000.00	15,000.00

ENGINEER'S STATEMENT OF ESTIMATED COST

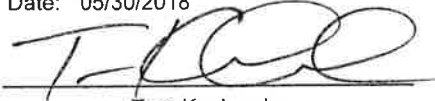
PROJECT # FM-15-K1

Rosewood Area Flood Risk Management Project

			Building Demolition Total	31,000.00
Floodwall				
79 F&I Floodwall Reinf Bars - Epoxy Coated Steel	LB	101,045.00	1.25	126,306.25
80 F&I Floodwall - Structural Conc	CY	258.00	400.00	103,200.00
81 F&I Floodwall - Self Consolidating Conc	CY	209.00	1,250.00	261,250.00
82 F&I Sheet Piling - Steel	SF	213.00	80.00	17,040.00
			Floodwall Total	507,796.25
			Total Construction in \$	3,449,693.90
			Engineering	4.00 %
			Legal & Misc	7.00 %
			Contingencies	10.00 %
			Interest	4.00 %
			Outside Engineering	13.15 %
			Total Estimated Costs	4,765,752.12
			Sales Tax Funds - Flood Control - 460	4,765,752.12
			Unfunded Costs	0.00

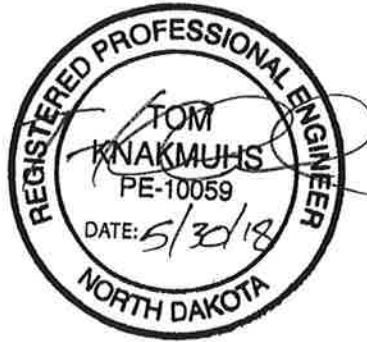
IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 05/30/2018



Tom Knakmuhs

Division Engineer





200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

2592

May 30, 2018

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. SN-18-B2

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, May 30, 2018, for New & Reconstruction of City Order Sidewalks, Project No. SN-18-B2, located at various sidewalks throughout the City of Fargo.

The bids were as follows:

Master Construction Co., Inc. \$340,490.00

Engineer's Estimate \$300,353.00

The special assessment escrow is not required.

This office recommends award of the contract to Master Construction Co., Inc. in the amount of \$340,490.00 as the lowest and best bid.

Sincerely,

Tom Knakmuhs
Division Engineer

TAK/klb

ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # SN-18-B2

New & Reconstruction of City Order Sidewalks

1. Northern Pacific Avenue
2. 1st Avenue North between 4th St N. & 5th St N.
3. 35th ½ Ave S. between 32nd St S. & 28th St S.
4. 39th Street S. between 32nd Ave S & 34th Ave S. 34th Ave between 42nd St S. & 39th St S.
5. Various sidewalks throughout the City of Fargo

WHEREAS, bids have been opened and filed for the above described Project for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Division Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

New & Reconstruction of City Order Sidewalks Project # SN-18-B2 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Section 1 Property Owner Cost				
1 Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	544.00	75.00	40,800.00
2 Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	20.00	110.00	2,200.00
3 Rem & Repl Driveway 6" Thick Reinf Conc	SY	20.00	110.00	2,200.00
4 Remove Sidewalk 4" Thick Conc	SY	20.00	20.00	400.00
5 F&I Sidewalk 4" Thick Reinf Conc	SY	1,659.00	70.00	116,130.00
6 Sodding	SY	20.00	20.00	400.00
Section 1 Property Owner Cost Total				162,130.00
Section 2 Reconstruction Approaches				
7 Rem & Repl Curb & Gutter	LF	332.00	70.00	23,240.00
8 Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	297.00	75.00	22,275.00
9 Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	257.00	80.00	20,560.00
10 Remove Sidewalk 4" Thick Conc	SY	6.00	100.00	600.00
11 F&I Sidewalk 4" Thick Reinf Conc	SY	547.00	70.00	38,290.00
12 F&I Sidewalk 6" Thick Reinf Conc	SY	40.00	90.00	3,600.00
13 F&I Det Warn Panels Cast Iron	SF	424.00	55.00	23,320.00
14 Casting to Grade - w/Conc	EA	4.00	500.00	2,000.00
15 GV Box to Grade - w/Conc	EA	5.00	175.00	875.00
16 Curb Stop Box to Grade	EA	5.00	150.00	750.00
17 Seeding Type B	SY	1,645.00	5.00	8,225.00
18 Mulching Type 1 - Hydro	SY	1,645.00	5.00	8,225.00
19 Sodding	SY	20.00	20.00	400.00
20 Topsoil - Import	CY	20.00	50.00	1,000.00
21 Traffic Control - Type 1	LS	1.00	25,000.00	25,000.00
Section 2 Reconstruction Approaches Total				178,360.00
Total Construction in \$				340,490.00
Engineering			8.38 %	28,533.06
Legal & Misc			3.00 %	10,214.70
Contingencies			10.00 %	34,049.00
Administration			2.86 %	9,738.01
Interest			4.00 %	13,619.60
Total Estimated Costs				436,644.38
Sales Tax Funds - infrastructure - 420				219,390.38
Special Assessments				217,254.00
Unfunded Costs				0.00

IN WITNESS THEREOF, I have hereunto set my hand and seal

ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # SN-18-B2

New & Reconstruction of City Order Sidewalks

Date: 05/30/2018



Tom Knakmuhs

Division Engineer



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June 4, 2018

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

Dear Commissioners:

The City of Fargo Transit staff is recommending the following changes to our existing routes. The recommendations are based on current on-time performance measurements and comments from contractor driver, dispatch and supervisor staff.

Cost Neutral Changes:

Route 13:

Currently – Route 13 travels north on Albrecht to Centennial Blvd.

Proposed Change - would bring Route 13 north on Albrecht Blvd to 17th Ave N allowing for better service to the Fargodome, student housing, and campus dining centers. This will also help fill a gap found for passengers traveling north on campus after 6pm.

Route 18:

Currently - Route 18 services Microsoft twice, once prior to and once after going to Walmart.

Proposed Change – would remove one trip to thru the Microsoft Campus on each trip. This would allow us to create a more predictable timetable.

Route 21:

Currently – Route 21 currently services 7th Ave S.

Proposed Change – would bring Route 21 to 9th Ave S instead of 7th Ave S allowing passengers to access the route at South East Human Services, and be able to connect to West Acres without going downtown.

Route 24:

Currently – Route 24 travels west on 23rd Ave.

Proposed Route - would bring Route 24 traveling along Agassiz Crossing to service the new Ronald McDonald House, which opened in May of 2018.

The requested motion is to approve all proposed route changes for the City of Fargo Transit Department effective August 1, 2018.

For Schedule Information: 701-232-7500

Thank you.

A handwritten signature in black ink, appearing to read "Matthew G. Peterson". The signature is fluid and cursive, with a large, sweeping loop at the end.

Matthew G. Peterson
Assistant Transit Director
City of Fargo

Attachments

June 4, 2018

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

Dear Commissioners:

The City of Fargo Transit staff is recommending the following changes to our existing routes. The recommendations are based on current on-time performance measurements and comments from contractor driver, dispatch and supervisor staff.

Cost Neutral Change:

Route 20:

Currently – Route 21 and Route 22 operate on a 30-minute route each, once per hour.

Proposed Change - would combine the current Route 21 and 22 allowing for the Route 22 portion of the route to be given more time and will still service West Acres twice per hour. Neither route path would be adjusted, only the timetable and name of the route. Currently Route 21 is able to be completed in 22 minutes allowing 8 additional minutes to be given to the Route 22 side of proposed Route 20.

The requested motion is to approve the combination of route 21 and 22 into Route 20 to improve on-time performance for the route effective August 1, 2018.

Thank you.



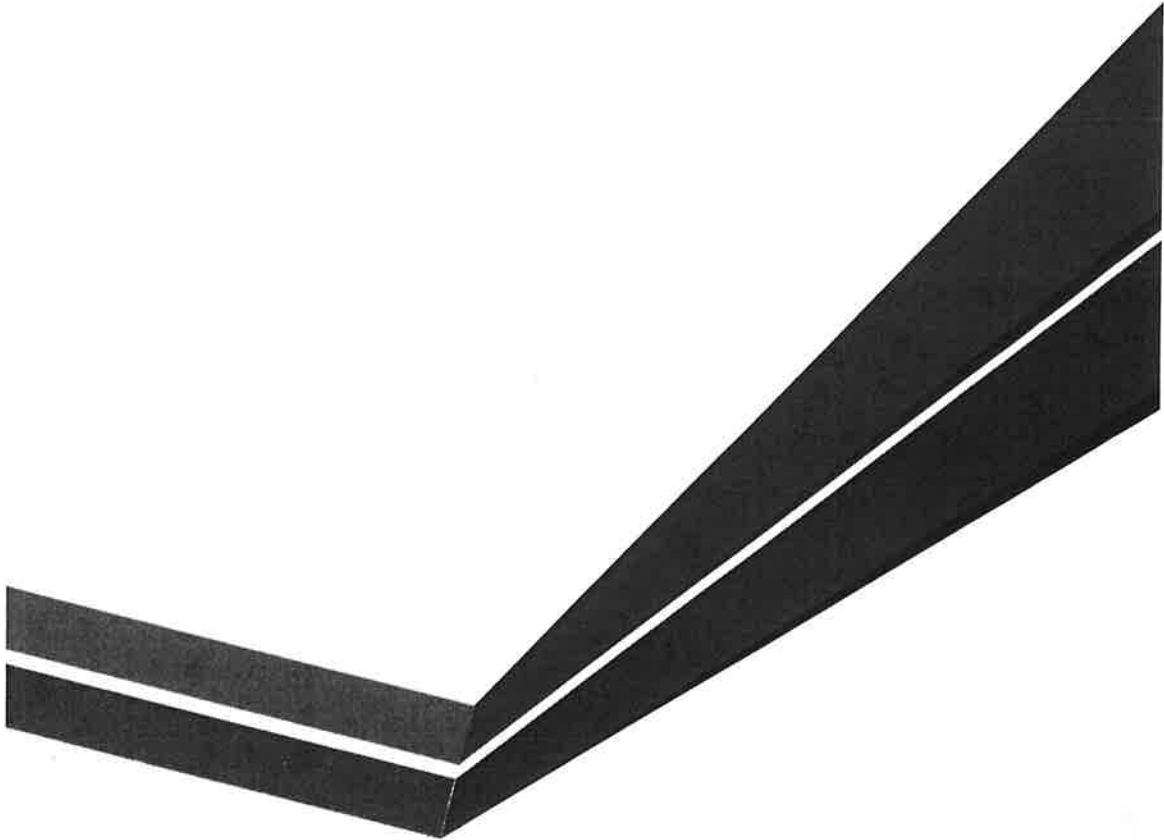
Matthew G. Peterson
Assistant Transit Director
City of Fargo

Attachments

Proposed Route Changes

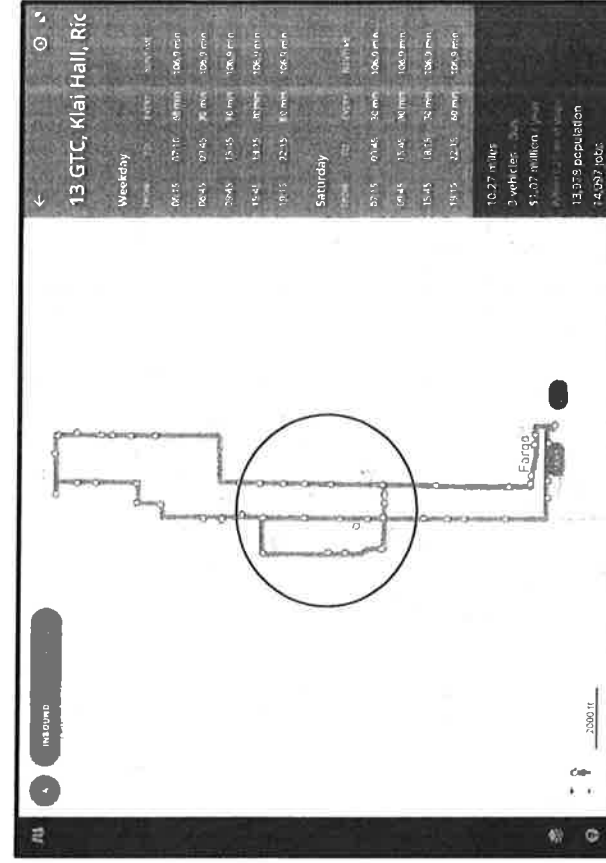
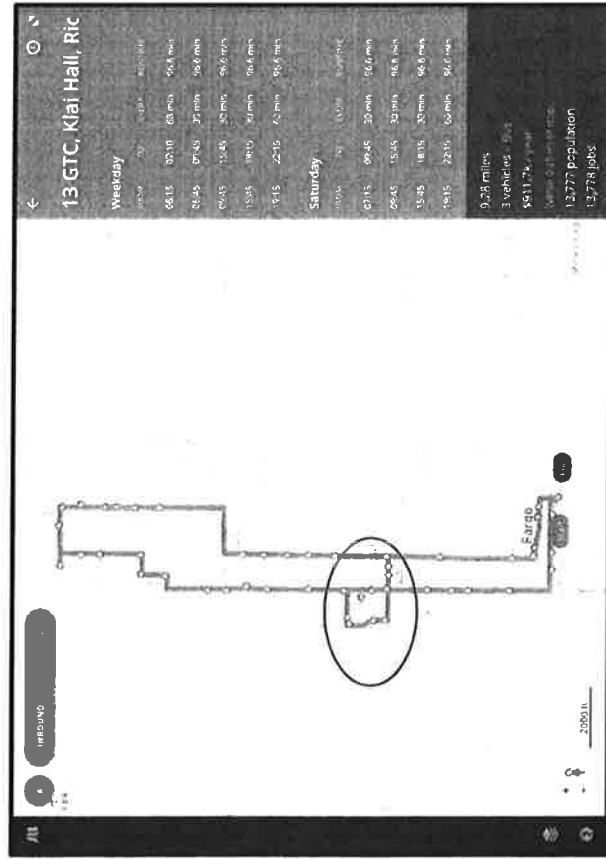
Route 13, 18, 21, 22 and 24

August 1, 2018 Implementation



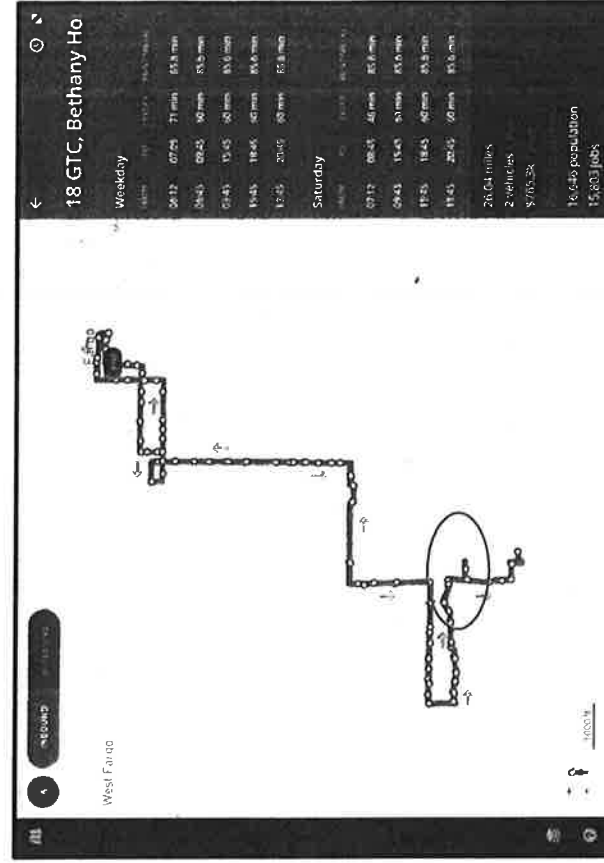
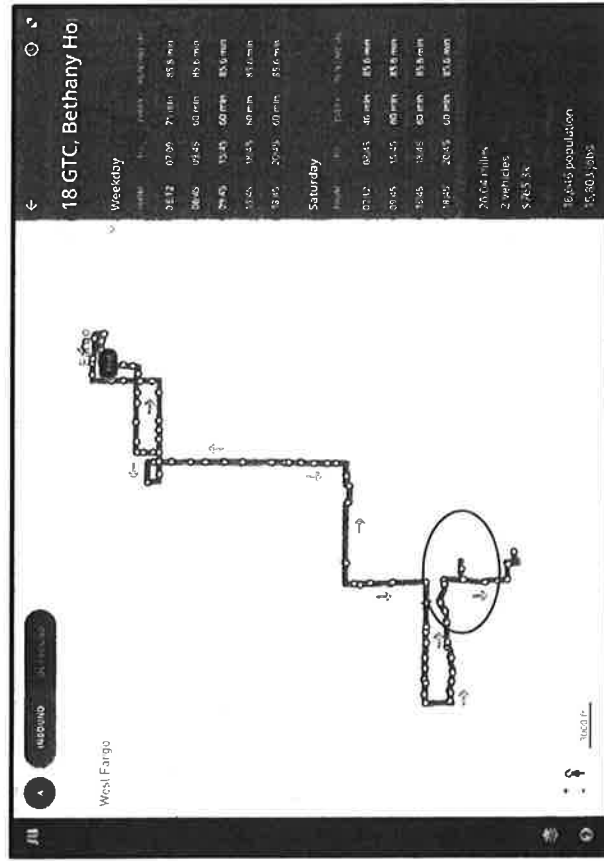
Route 13

This proposed change would bring Route 13 North on Albrecht Blvd to 17th Ave N allowing for better service to the Fargodome, student housing, and campus dining centers. This will also help fill a gap found for passengers traveling North on campus after 6pm.



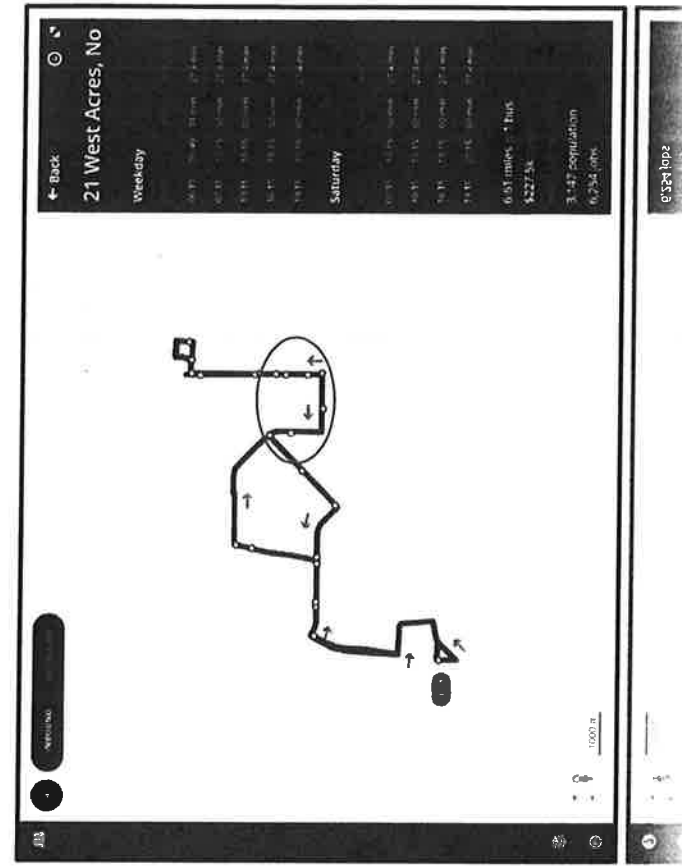
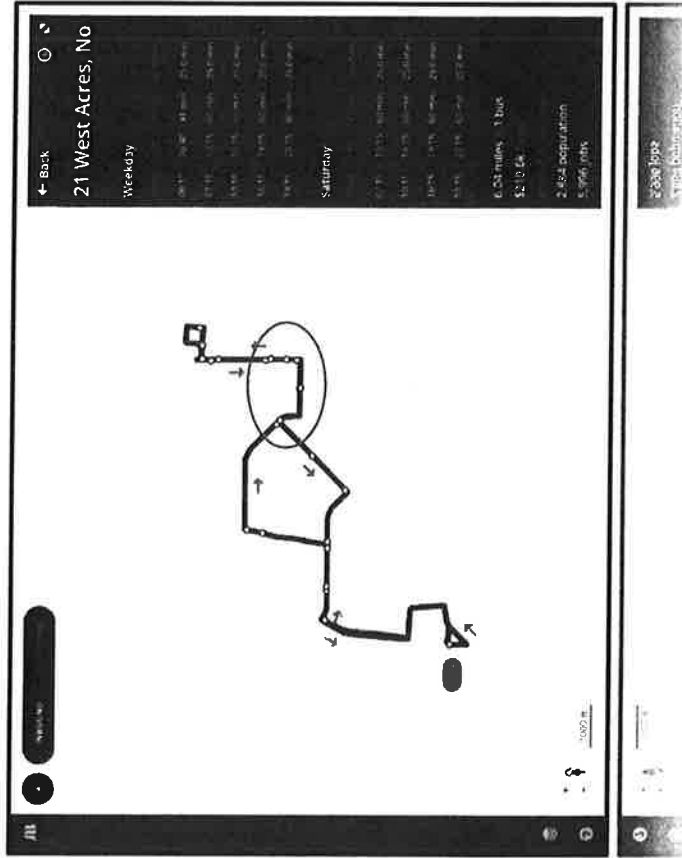
Route 18

This proposed change would remove one trip to thru the Microsoft on each trip. Currently, Route 18 services Microsoft twice, once prior to and once after going to Walmart. This would allow us to create a more predictable timetable.



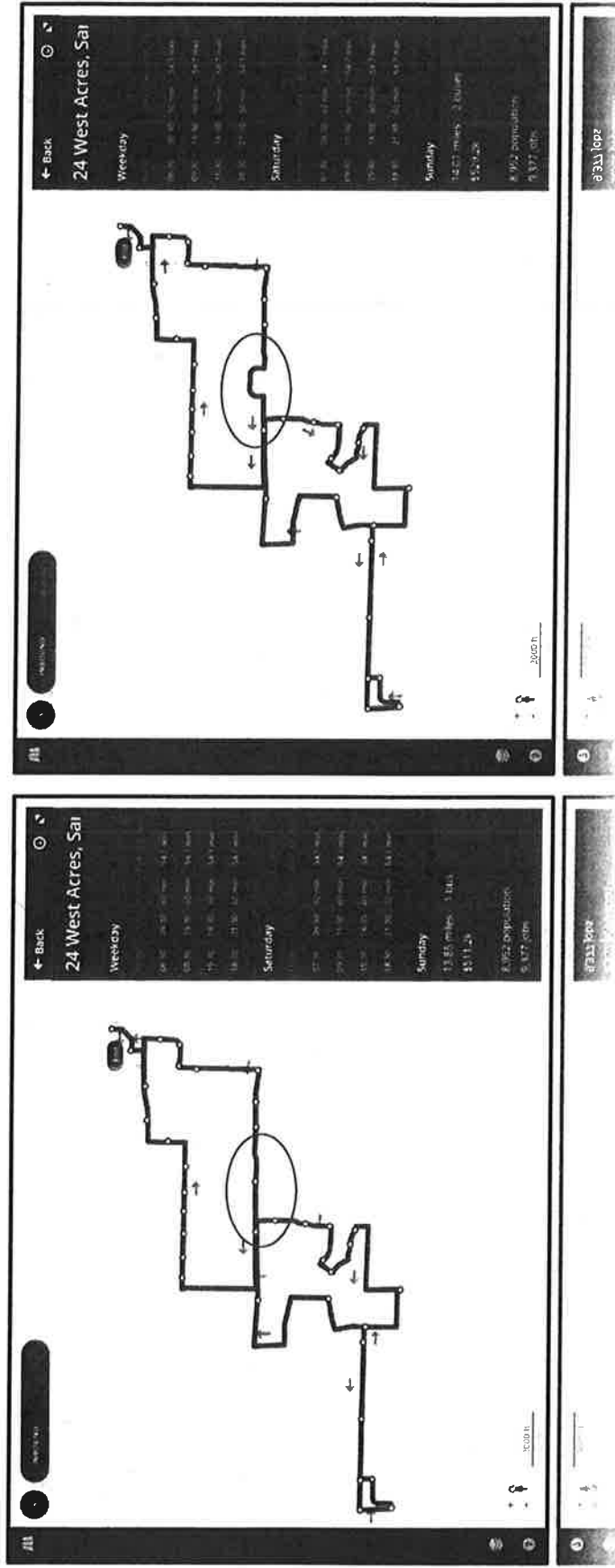
Route 21

This proposed change would bring Route 21 to 7th Ave S instead of 9th Ave S allowing passengers to access the route at South East Human Services and be able to connect to West Acres without going downtown.



Route 24

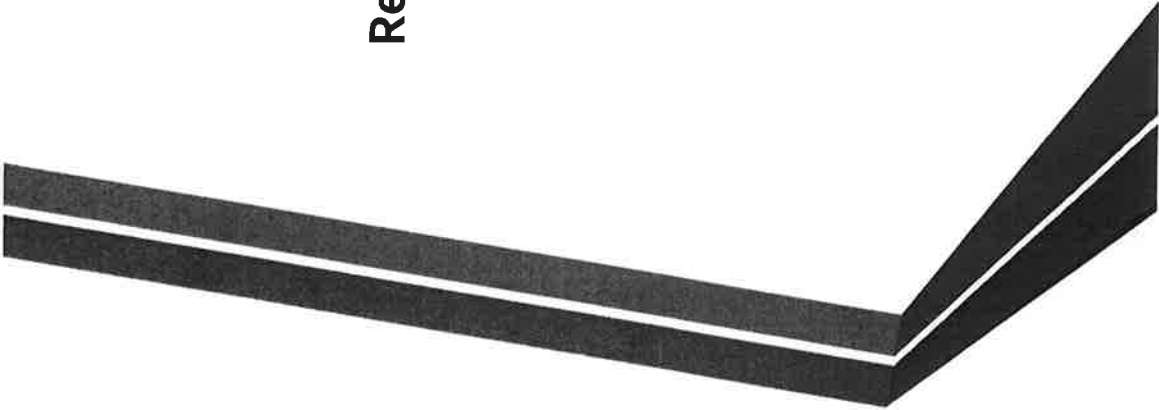
This proposed change would bring Route 24 traveling along Agassiz Crossing to service the new Ronald McDonald house, which opened in May of 2018.



Requested Motions

Requested Motion:

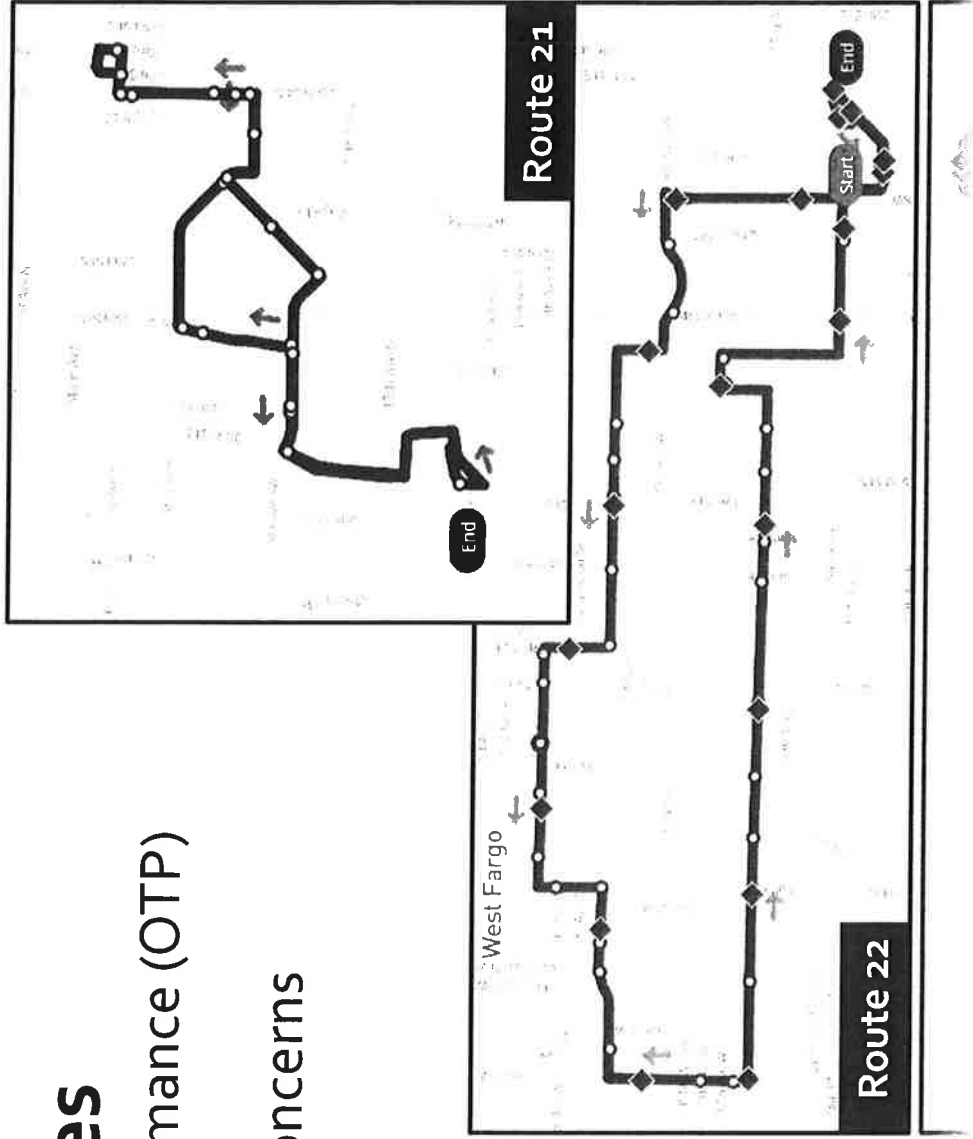
Approve recommended changes to Routes 13, 18, 21, 22 and 24.



Route 21 / 22

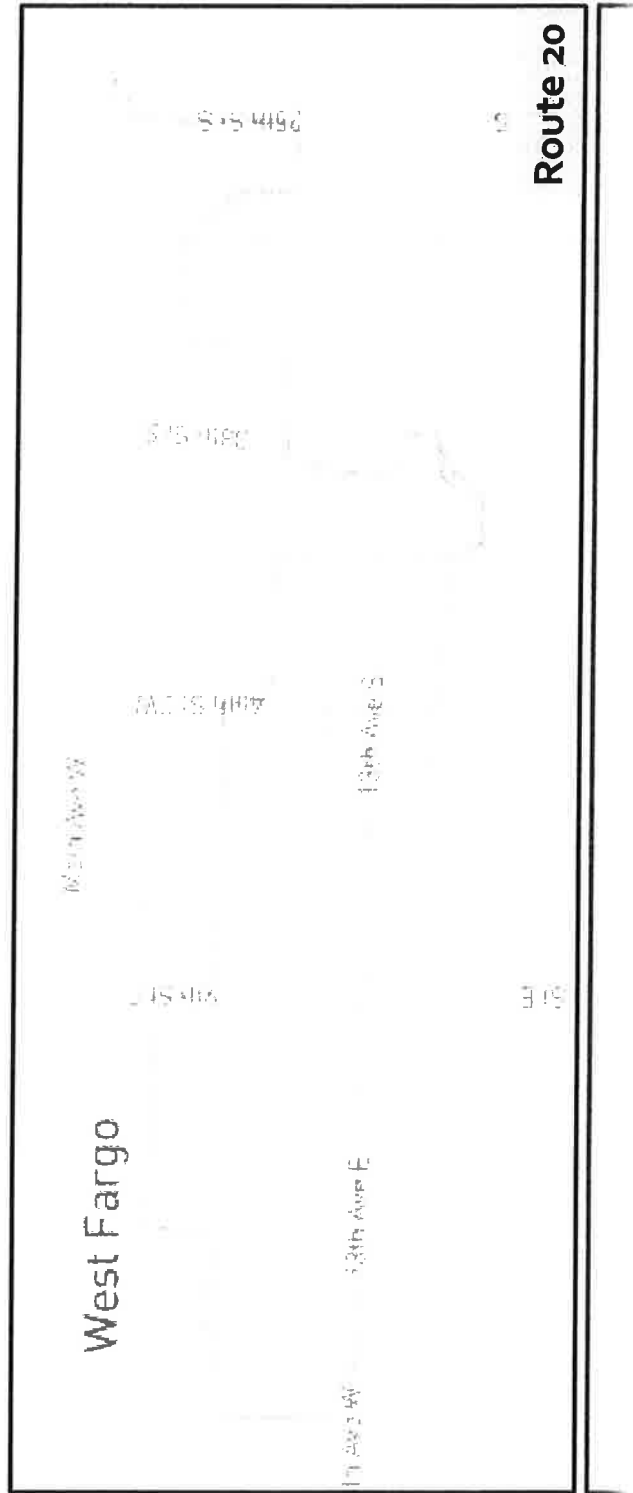
Issues

- Poor On-time Performance (OTP)
- Passenger & Staff Concerns
- Missed trips
- Construction



Proposed Route 20

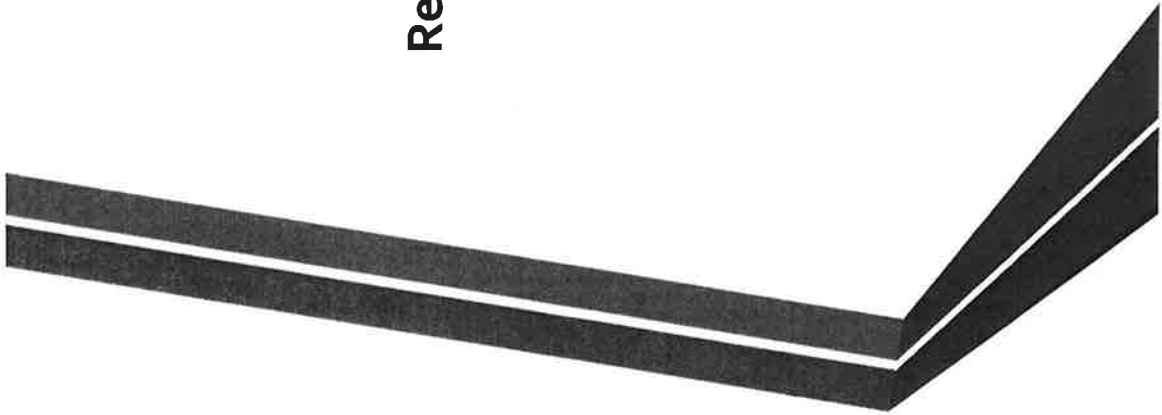
Proposed Route 20 would combine the current Route 21 and 22 allowing for the Route 22 portion of the route to be given more time and will still service West Acres twice per hour. Neither route path would be adjusted, only the time table of the route. Currently Route 21 is able to be completed in 22 minutes allowing 8 additional minutes to be given to the Route 22 side of proposed Route 20.



Requested Motions

Requested Motion 2:

Approve combining Routes 21/22 to Route 20. This allows for the timetable to be adjusted and improve the route's on-time performance.





Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

May 31, 2018

27

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

Commissioners,

Please find attached for your consideration an Agreement in Draft for the Remediation and Coordination of the former site of NSP's Manufactured Gas Plant located in the 12th Street right of way and adjacent properties. The purpose of this agreement is to outline the parties' responsibilities with respect to the work to be completed to remove the contaminated soils, in conjunction with the City project to install Watermain, Sanitary and Storm Sewer, and replace paving. The Agreement is in substantially final form, and your approval is sought to permit the Mayor to sign the final agreement when completed. NSP's contractor intends to commence the remediation work in early July, with the anticipated transfer of control of the work site to the City of Fargo contractor not later than July 31, 2018.

Suggested Motion: I move to authorize the Mayor to execute a final Remediation Coordination and Road Use Agreement with NSP for the removal of contaminated soil on the former Manufactured Gas Plant site and other contaminated soil remediation needs in substantially similar form as presented for consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Nancy J. Morris". The signature is fluid and cursive, with a long, sweeping tail that extends to the right.

Nancy J. Morris

Enclosure



Remediation Coordination and Road Use Agreement

This Remediation Coordination and Road Use Agreement (“Agreement”), is made and entered into as of this _____ day of ____ (the “Effective Date”) between and by Northern States Power Company, a Minnesota corporation (“NSP”) and the City of Fargo, a North Dakota municipal corporation (the “City”) (collectively the “Parties”):

WHEREAS, beginning in June 2015, NSP performed a multi-media environmental investigation of the former manufactured gas plant (MGP) site, including an investigation along NP Avenue, North University Drive, 12th Street North, and 1st Avenue North, and several adjacent alleyways, along with other private properties in the vicinity (collectively the “MGP Site”) (see MGP Site figure attached as Exhibit 1); and

WHEREAS, NSP prepared a Remedial Investigation/Focused Feasibility Study (RI/FFS) Report which documented the findings of the environmental investigation, human health risk assessment, and focused feasibility analysis of remediation alternatives. The RI/FFS also identified the proposed remedy for the MGP Site which included targeted source removal (including targeted source removal in 12th Street North) along with institutional controls. The RI/FFS Report was submitted to the North Dakota Department of Health (NDDH) for review and approval and was also provided to the City, along with the general public, for review and comment. NDDH approved the RI/FFS on January 20, 2017; and

WHEREAS, NSP plans to implement targeted source removal in 12th Street North in accordance with the approved RI/FFS, (the “**12th Street Remediation Work**”, as identified in Exhibit 2 (NDDH Approved Work Plans for 12th Street)); and

WHEREAS, NSP also plans to perform certain activities (such as staging and traffic control) in NP Avenue, 12th Street North, and 11th Street North to support NSP’s MGP Site

project, as further detailed in Exhibit 3 (Traffic Control Plan and Exhibit 4 (ROW Detail Plan), collectively referred to herein in as “**NSP’s Other ROW Work**”.

WHEREAS, NSP’s 12th Street Remediation Work and NSP’s Other ROW Work will be performed in 2018 in coordination with the City's planned infrastructure improvements in 12th Street North (the “**City Improvement Project**”) as identified in Exhibit 5 (Coordination Plan).

WHEREAS, as part of the City’s Improvement Project, the City plans to install the City infrastructure , defined herein as “**City Infrastructure**”). In order to avoid disruption to property owners in the area, the Parties agree that NSP shall install a certain water main and service line, a sewer line, and a storm sewer line as specifically identified on Exhibit 4 (the “**NSP Installed City Infrastructure**”) and the costs NSP incurs for this work will be offset by work the City agrees to perform or eliminate for the 12th Street Remediation project.

WHEREAS, NSP desires to perform the **12th Street Remediation Work** prior to, and in coordination with, City construction activities for the City Improvement Project; and

WHEREAS, in order to perform the **12th Street Remediation Work**, excavated soils that are contaminated and, therefore, cannot be reused on site and which are generated during the implementation of the **12th Street Remediation Work** and/or generated during the **City Improvement Project**, may be transported by the NSP Representatives and/or the City to, and staged at NPS’s Soil Staging Area at the MGP Site (see attached Exhibit 6 - Figure showing the ROW coordination, including the Soil Staging Area at the Heartland Property), prior to NSP transporting the excavated soils to a landfill for permanent disposal; and

WHEREAS, the Parties wish to coordinate the remediation work to be completed by NSP and the installation of City infrastructure in such a way to minimize costs and ensure the safety and security of the public and contractors.

NOW THEREFORE, for good and valuable consideration hereby acknowledged, the Parties agree as follows:

1. General Use of Right of Ways. NSP, and its employees, agents, contractors and subcontractors (collectively the “NSP Representatives”) shall be permitted to use public right of way in such a manner as described herein, as modified from time to time by written agreement of the parties hereto. Specifically, the NSP Representatives shall be permitted to exercise control over city right of ways adjacent to the MGP Site, including 11th Street North, 12th Street North, NP Avenue, University Drive, and 1st Avenue, and several adjacent alleyways, under certain terms and conditions as stated herein. NSP will, during any use of City public right of way at the MGP Site, use due care to protect City streets, utilities and all other public property and private utilities occupying the public right of way.
2. Term. The NSP Representatives may utilize City right of way for a period of 12 months from the Effective Date of this Agreement. Any request for extension must be made at least one month prior to the expiration of this Agreement in order to allow City adequate time to consider the request.
3. Termination. NSP must remedy any unsafe or unsatisfactory condition due to the use of the City right of way, as determined by City in its sole discretion. If concerns persist, and no remedy can be agreed upon, City may require the NSP Representatives to vacate the City right of way use permitted herein and return the roadway to its pre-existing condition

4. Permits. The NSP Representatives shall secure all necessary permits from the City to engage in the intended construction activities, including but not limited to, wastewater treatment permits, and such other permits as required by City.
5. Haul Routes from MGP Site. The NSP Representatives intend to use the following haul routes for the demolition debris and contaminated soils removed from the MGP Site. (See Attached Haul Route Figure Exhibit 7). NSP and the NSP Representatives shall comply with Manual on Uniform Traffic Control Devices (MUTCD) safety standards and shall follow the traffic control plan approved by City, attached hereto as Exhibit 3. NSP understands and agrees that City may require flaggers, when safety protocols warrant such measures.
6. Use of 11th Street North. The NSP Representatives shall be permitted to use the right of way on 11th Street North adjacent to the MGP Site, so long as one path of pedestrian travel is available at all times on 11th Street North, located on the east side of the MGP Site. The NSP Representatives shall be allowed to stage its water filtration equipment on the west side of 11th Street North during the entire course of the project as shown on Exhibit 6. The NSP Representatives shall be permitted discharge into an existing sanitary sewer service on 11th Street North adjacent to the MGP Site.
7. Use of NP Avenue. NSP agrees and understands that at no time shall vehicle lanes be closed on Northern Pacific (NP Avenue). The City agrees that parking may be removed for limited periods of time when pre-approved by City.
8. Coordination Work in 12th Street North and Use of 12th Street North.

- a. NSP plans to perform the 12th Street Remediation Work prior to the City's Improvement Project in 12th Street. This work involves removing soil as identified in Exhibit 1 (the "**Targeted NSP Soil Removal Limits Area**"),
- b. NSP agrees to provide a 6' chain link protective fence around the perimeter of the entire site 12th Street **Targeted NSP Soil Removal Limits Area** from commencement of the 12th Street Remediation Work in early July 2018, until transfer to the City's contractor, in the location as identified on attached Exhibit 6.
- c. City shall be responsible for the notification and coordination of services to the affected property owners along 12th Street North, except as provided for in ¶ 8(f)(iii) herein..
- d. City shall establish temporary water service for all buildings and occupants prior to July 10, 2018 the NSP's commencement of the 12th Street Remediation Work. City shall be responsible for all testing and placement of the temporary water service.
- e. The NSP Representatives shall be responsible for installing the **NSP Installed City Infrastructure**. The NSP Representatives shall perform pressure testing of the NSP installed water main, engaging City processes. The City shall be responsible for bacteriological testing of the NSP installed water main.

- f. The NSP Representatives will remove certain City Infrastructure that is being replaced by the City, and which is surrounded by impacted MGP residuals prior to the City's Improvement Project, by completing the following tasks:
 - i. Locate existing utilities within the **Targeted NSP Soil Removal Limits Area** in 12th Street North;
 - ii. Remove concrete within the **Targeted NSP Soil Removal Limits Area**
 - iii. Remove, replace, and restore subsurface utilities within the **Targeted NSP Soil Removal Limits Area** , including removal and replacement of storm sewer sections, watermain and sanitary sewer sections removal of sections of the abandoned water line and cap ends at the excavation limit, reconnection of the water service to Prairie Roots Coop and Wild Terra Cider and Brewing with minimal disruption to their service to the extent within the NSP Representatives' control (estimated disruption is 4-6 hours) dependent on weather and other factors that may be beyond the NSP Representatives' control, and terminate all abandoned water and sanitary services in accordance with City Specifications. Such disruption to service to Prairie Roots Coop and Wild Terra Cider and Brewery shall be arranged by NSP in advance of disruption, at

times and for such durations as agreed to by NSP and the business entities.

- g. The NSP Representatives shall be responsible for the provision and compaction of Class III engineered fill to 95% standard proctor density in the **Targeted Soil Removal Area** upon completion of the NSP **12th Street North Remediation Work**. The NSP Representatives must provide and complete compaction tests from a certified testing firm. Engineered fill used for backfilled trenches will be subjected to gradation tests, and NSP agrees to secure a minimum of one (1) compaction tests per minimum of each 2 feet compacted lift per 50 linear feet of infrastructure improvements in the **Targeted NSP Soil Removal Limits Area..** The top 6” of backfill shall be crushed concrete, in accordance with applicable City Specifications.
- h. During performance of the 12th Street North Remediation Work, NSP agrees to utilize a qualified consultant to inspect the work and ensure compliance with applicable City Standards and Specifications (see Exhibit 8). City shall have a City Inspector available to consult with NSP to ensure compliance with applicable City Standards and Specifications during site work hours.
- i. During performance of the 12th Street North Remediation Work, the NSP Representatives shall be responsible for providing appropriate site lighting along 12th Street North in the Targeted Soil Removal Area in order to deter entrants, and shall be responsible for the general cleanliness and

appearance of the 12th Street Remediation Work area. NSP is solely responsible for site security in 12th Street **Targeted NSP Soil Removal Limits Area** until such time as the City Project transitions to the City contractor.

- j. When NSP completes the 12th Street North Remediation Work (currently anticipated to be around July 21, 2018), it shall inform the City it is ready to transfer control of 12th Street North to the City, so that the City may commence its City Improvement Project. At or before that time, NSP's consultant shall provide City all survey notes, testing reports, and daily field reports to the City Inspector available at completion of work, including providing copies of daily reports and logs. The City shall also be permitted access to the site to video tape the storm and sanitary sewer lines before City acceptance of the utilities. The City may accept control of the Site within 3-days' notice of NSP's completion of the 12th Street North Remediation Work, but not before July 31, 2018 unless City Contractor is available. NSP shall retain control of the site until the City Contractor's availability is confirmed (the "**Transfer of Control**"), unless the City has identified a non-compliance with applicable City Standards and Specifications that must be first resolved. During the three-day notice period, NSP shall continue to be responsible for securing the work area in 12th Street North.
- k. When City accepts Transfer of Control, NSP shall transfer control of 12th Street North including but not limited to all erosion control devices and

certain public safety and traffic control devices (except for devices that NSP was renting and does not own, such as traffic control signs and cones) on 12th Street North to the City. The NSP Representatives will coordinate with the City Contractor prior to removing the fencing that the NSP Representatives installed . . . NSP must retain control and security of the site until the City Contractor accepts responsibility, which shall be no later than July 31, 2018, as provided for in the Special Instructions to Bidder for Project Br-18-H1.

1. At the time of Transfer of Control, NSP shall assign the material and workmanship warranty provided by Veit & Company, Inc. (“Veit”) for the NSP Installed City Infrastructure that NSP agreed to install in 12th Street to the City. NSP does not and shall not assign any other warranties to the City, and specifically retains for itself the right to enforce all other warranties provided by Veit in NSP’s agreement with Veit, including, without limitation, Veit’s material and workmanship warranty with respect to other portions of the MGP Site work performed by Veit.
 - m. During the City’s performance of the City Improvement Project in 12th Street, NSP will perform limited environmental project support to City Contractor, as defined in Exhibit 5 (Coordination Plan Exhibit).
9. Restoration. Prior to commencing work under this Agreement, NSP shall photograph City right of way baseline conditions in the MGP Site area along 12th Street North (between NP Avenue and 1st Avenue North), NP Avenue (between the East side of 11th Street North and the west side 12th Street North), and 11th Street North (between NP

Avenue and 1st Avenue North). This photographic evidence of baseline conditions is available to the City upon request. NSP shall be responsible for the repair or replacement of the condition of any City right of way specified above which is damaged or destroyed as a direct result of NSP's use of the City right of way as permitted in this Agreement. NSP shall be responsible for restoring or reconstructing the City infrastructure it damages as a result of NSP's performance of Work as permitted in this Agreement, including all sidewalks, curbs and gutters, pavement and pavement markings.

10. Notices. Notices required by this Agreement shall be given as follows:

As to the NSP:	As to the City:
Jon Pollock	City of Fargo Engineering
414 Nicollet Mall -2	Attention Jeremy Engquist
Minneapolis MN 55401	200 3 rd Street North, Fargo, ND 58102

11. Risk Allocation.

NSP agrees to hold the City harmless against any and all expenses, demands, claims or losses of any kind that may be sustained by City, its officers, agents and employees, its property, streets, sidewalks, or any other municipal improvements at the MGP Site as a direct result of NSP's negligent performance of the 12th Street Remediation Work

12. Insurance. NSP agrees to require Veit to name City as an additional insured on Veit's general liability insurance policy. NSP shall require Veit to provide a Certificate of Insurance evidencing the City's additional insured status in advance of any construction activity.

13. City Authority. It is understood and agreed by and between the parties that this Agreement is given subject to any limitation on the authority of City to grant such permission, which may now or hereafter exist.
14. Choice of Law and Venue. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.
15. Non-Waiver. The failure or delay of City or NSP to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the City and NSP to enforce each and every term of this Agreement.
16. Severability. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.
17. Entire Agreement. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.
18. Amendment. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

City of Fargo, a North Dakota Municipal
Corporation

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

Northern States Power Company, a Minnesota Corporation

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-17-A1 Type: Time Extension (Change Order #3)

Location: 19th Ave N from 45th St to 57th St Date of Hearing: 5/14/2018

Routing
 City Commission Date
 PWPEC File 6/4/2018
 Project File X
 Jason Leonard

30

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, regarding a time extension requested by Master Construction.

Staff is recommending approval of the Time Extension as shown below:

Original Contract	Revised This Memo
7/29/2018 Interim 1B – Paving	8/13/2018 Interim 1B – Paving
7/29/2018 Interim 2B – Paving	8/13/2018 Interim 2B – Paving
4/1/2018 Interim 3 – Storm Sewer Lift Station	4/29/2018 Interim 3 – Storm Sewer Lift Station
7/29/2018 Substantial	8/13/2018 Substantial
9/12/2018 Final	9/27/2018 Final

On a motion by Bruce Grubb, seconded by Mark Bittner, the Committee voted to recommend approval of Change Order #3.

RECOMMENDED MOTION:

Approve a time extension to Interim, Substantial and Final Completion dates as shown.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

Yes	No
<u> N/A </u>	<u> N/A </u>
<u> N/A </u>	<u> N/A </u>

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

- 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 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:


 Brenda E. Derrig, P.E.
 Division Engineer

C: Kristi Olson



Memorandum

To: Members of PWPEC
From: Jason Leonard, Project Manager *JTL*
Date: 5/10/2018
Re: Improvement District #BN-17-A1– Time Extension CO # 3

I concur with KLJ's recommendation for a time extension for Improvement District No. BN-17-A1 as requested by Master Construction Inc. Please see attached documentation supporting the time extension request.

Recommended Motion:

Approve a time extension to Interim, Substantial and Final Completion dates as shown below:

Original Contract	Revised This Memo
7/29/2018 Interim 1B– Paving	8/13/2018 Interim 1B– Paving
7/29/2018 Interim 2B– Paving	8/13/2018 Interim 2B– Paving
4/1/2018 Interim 3 – Storm Sewer Lift Station	4/29/2018 Interim 3 – Storm Sewer Lift Station
7/29/2018 Substantial	8/13/2018 Substantial
9/12/2018 Final	9/27/2018 Final

Attachment
 JTL/klo

C: Brenda Derrig
 Scott Middaugh

Improvement District No **BN-17-A1** Change Order No **3**
 Project Name **Sanitary Sewer, Water Main, Storm Sewer, Site Grading, PC Concrete Paving, Street Lighting & Inciden**
 Date Entered **5/10/2018** For **Master Construction Co Inc**

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

EXPLANATION OF CHANGE: BN-18-A1 Time Extension

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Summary										
Source Of Funding										
Net Amount Change Order # 3 (\$)										
										28,596.70
Previous Change Orders (\$)										8,044,768.45
Original Contract Amount (\$)										8,073,365.15
Total Contract Amount (\$)										

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
07/29/2018	9/12/2018	15.00	15.00	08/13/2018	9/29/2018

Description

Interim Completion Date Revisions:

Phase 1B Paving : August 13, 2018 from previous date of July 29, 2018.
 Phase 2B Paving : August 13, 2018 from previous date of July 29, 2018.
 Phase 3 Storm Sewer Lift Station : April 1, 2018 from previous date of April 29, 2018.

Substantial Completion: August 13, 2018 from previous date of July 29, 2018.

Final Completion: September 12, 2018 from previous date of September 29, 2018.

APPROVED

For Contractor

Title



PROJECT MANAGER

APPROVED DATE

Department Head

Mayor

Attest



5/31/18



3203 32nd Avenue South, Suite 201
Fargo, ND 58103-6242
701 232 5353
KLIENG.COM

May 9, 2018

Jason Leonard
City of Fargo
200 3rd Street North
Fargo, ND 58102

Re: BN-17-A1 – Time Extension Request

Dear Jason:

This letter is in response to Master Construction's request for a time extension dated March 30, 2018. Master is requesting a 28-day extension due to a revision required for the gate well structure.

On November 13, 2017, it was determined that the elevation of the storm outlet elevation at the lift station was lower than the existing outlet pipe installed on project BN-17-B1. The revisions required to reconcile the outlet elevation of the gate well caused Forterra to delay casting the structure until previously approved shop drawings were submitted and approved. Approved shop drawings were submitted to Master Construction on November 28, 2017, a delay of 16-days. Based on information received from Forterra. The gate well was ultimately cast on December 7, 2017 and delivered to the site on December 11, 2017. The delay between the date the discrepancy was noticed to the date of delivery is 28-days.

Based on the information above and the information provided by Master Construction (see attached), KLJ recommends that the 28-day extension requested be granted.

If you have any questions, please feel free to contact me at 701.271.4871 or 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 Time Extension Request, KLJ Response to Master, Master Additional Information
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

May 8th, 2018

City of Fargo
200 N 3rd Street
Fargo, ND 58102

Attn: Scott Middaugh

RE: Time Extension Request
Improvement District BN-17-A1

Dear Mr. Middaugh,

This letter is in response to our response dated April 17th, 2018. We have requested a 28-day extension be added to the interim completion of April 1st, 2018.

Attached is an email outlining dates and design changes that affected production of structure ST 1.2, as well as KLJ's letter with dates noted. On November 13th, 2017, Changes were instructed to be made to the elevation of ST 1.2, all shop drawings regarding the gates and structures had been approved prior to these changes.

A revised drawing of the structure was sent to Master Construction on November 15th, 2017. On November 22nd, 2017. Shop drawings were submitted from Forterra, KLJ and AE2S reviewed and sent shop drawings back to Master on November 28th, 2017.

On December 7th, 2017, Forterra manufactured the structure and delivered on December 11th, 2017. Resulting in a 28-day impact to the schedule of the storm sewer lift station.

With the delays due to structure changes we are requesting a 28-day time extension for interim completion of the storm sewer lift station work that was to be.

We appreciate your consideration of our request for a time extension on this project. If you have any questions or comments please feel free to contact me at 701-361-9764.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Ahlf".

Scott Ahlf
Project Manager



Scott Ahlf <scotteahlf@gmail.com>

Fargo - BN-17-A1 Structure ID: 1.2, 11' x 9' Gatewell

1 message

Paul Tobkin <Paul.Tobkin@forterrabp.com>
To: Scott Ahlf <scotteahlf@gmail.com>

Tue, May 8, 2018 at 9:35 AM

Scott,

Regarding Fargo project BN-17-A1 and the 11' x 9' precast concrete gate well (Structure No 1.2 on our shop drawings) located at the storm sewer lift station site, the production timeline was as follows:

- Aug 9, 2017: Forterra submitted shop drawings for approval on this date
- September 2017: Forterra was told to hold off on production of the gate well as a field design change was imminent
- November 2017: The final design information for the gate well was sent to Forterra (the gate well became approx. 5' shallower than the original design)
- December 7, 2017: The gate well was manufactured at our Elk River MN plant
- December 11, 2017: The gate well was shipped to the job site.

If you have any questions, please give me a call.

Thanks,

Paul

**Paul Tobkin, P.E.**

Sales Engineer

401 Michael Street South

Hawley, MN 56549

C 218.689.0141



3203 32nd Avenue South, Suite 201
Fargo, ND 58103-6242
701 232 5353
KLJENG.COM

April 17, 2018

Scott Ahlf
Project Manager
Master Construction
1572 45th Street North
Fargo, ND 58502

Re: BN-17-A1 – Interim Completion Date 3 Extension Request

Dear Scott:

This letter is in response to your time extension request dated March 30, 2018. You have requested a 28-day extension to the interim completion date of April 1, 2018 for completion of the storm sewer lift station.

On November 13, 2017, it was determined that the elevation of the storm outlet at the lift station was lower than the proposed outlet pipe installed on project BN-17-B1. To correct this issue, Master Construction had to core a new north invert into the 108" manhole and grout the factory cast invert closed. This elevation discrepancy also required invert elevation revisions to the east and south inverts of the precast gate well structure. At the time this discrepancy was noticed, shop drawings for the gate well had been approved, but the structure had not been cast.

Revised shop drawings were submitted to Master Construction on November 15, 2017. On November 22, 2017 shop drawings were received from Forterra. KLJ and AE2S reviewed the submitted shop drawings and resubmitted the approved shop drawings to Master Construction on November 28, 2017. The time difference between the elevation discrepancy and shop drawing approval is 16 days. To justify the additional 12 days requested, please provide documentation from Forterra outlining the impacts this revision had to their schedule for casting the gate well.

You have also requested additional time because Cass County Electric delayed getting power to the site. This power was needed for heating the excavation for the cast in place lift station. We feel that this extension is not reasonable because the plans and specifications do not state that power would be provided by a certain date. The need for power was based on means and methods of construction.

Based on the information above, the revised interim completion date is April 17, 2018. If you are able to obtain records from Forterra explaining any delay in casting due to the required revision, we will review that information and apply additional time as warranted. Except for the potential additional time based on the information from Forterra, no additional time extensions will be granted for this interim completion date unless the scope of work for the lift station is modified going forward.



Any temporary pumping at the proposed lift station location that is required because the lift station is not operational will not be paid for. The cost of this pumping will be the responsibility of Master Construction.

If you have any questions, please feel free to contact me at 701.271.4871 or scott.middaugh@kljeng.com.

Sincerely,

KLJ

A handwritten signature in black ink, appearing to read 'Scott Middaugh'.

Scott Middaugh
Project Manager

Enclosure(s): none

Project #: 1441700

cc: Jason Leonard – City of Fargo



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

March 30th, 2018

City of Fargo
200 N 3rd Street
Fargo, ND 58102

Attn: Scott Middaugh

RE: Time Extension Request
Improvement District BN-17-A1

Dear Mr. Middaugh,

Master Construction Co. Inc. would like to request a 28-day time extension on the above referenced project, regarding the interim completion of the Storm sewer lift station based upon the following:

1. Due to design changes made to the elevations of the Gate Well Structure, a delay in a month was incurred with changes required to the structure. Forterra was required to submit a revised shop drawing of this structure. Revisions were made on November 16th, 2017. This change pushed Northern Plains Contracting's schedule back, and did not allow Cass county Electric to bring power to the lift station until December 14th, 2017.

With the delays due to structure changes we are requesting a 28-day time extension for interim completion of the storm sewer lift station work that was to be.

We appreciate your consideration of our request for a time extension on this project. If you have any questions or comments please feel free to contact me at 701-361-9764.

Sincerely,

Scott Ahlf
Project Manager



3203 32nd Avenue South, Suite 201
 Fargo, ND 58103-6242
 701 232 5353
 KLIENG.COM

May 9, 2018

Jason Leonard
 City of Fargo
 200 3rd Street North
 Fargo, ND 58102

Re: BN-17-A1 – Time Extension Request

Dear Jason:

This letter is in response to Master Construction's request for a time extension dated April 14, 2018. Master is requesting a 15-day extension due to a delay to begin their operations caused by unseasonably cold weather.

Typically, in our area, earthwork and underground construction activities are able to begin by April 15th of each year. This year these construction activities were not able to begin until May 1st. This delay was due to cold temperatures and frozen ground. Master has provided historic weather data for several years that indicates lower temperatures were observed in 2018. KLJ also researched historic temperatures between April 1st and April 15th from 2014 to 2018. Please see the table below:

Year	Date Range	Mean Temperature
2014	4/1 to 4/15	37°
2015	4/1 to 4/15	46°
2016	4/1 to 4/15	38°
2017	4/1 to 4/15	49°
2018	4/1 to 4/15	23°

Source: Weather Underground – wunderground.com

When developing the completion dates for this project, it was assumed that once work was suspended in the 2017 construction season, it would be able to resume on April 15, 2018. Because of the late start, we feel that Master's time extension request is justified. Based on the information provided by Master Construction (see attached), KLJ recommends that the 15-day extension request be granted. This would revise the following completion dates:

Construction Phase	Current Completion Date	Revised Completion Date
Phase 1B – Paving	July 29, 2018	August 13, 2018
Phase 2B – Paving	July 29, 2018	August 13, 2018
Substantial Completion	July 29, 2018	August 13, 2018
Final Completion	September 12, 2018	September 27, 2018



If you have any questions, please feel free to contact me at 701.271.4871 or 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 Time Extension 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

April 14th, 2018

City of Fargo
200 N 3rd Street
Fargo, ND 58102

Attn: Scott Middaugh

RE: Time Extension Request
Improvement District BN-17-A1

Dear Mr. Middaugh,

Master Construction Co. Inc. would like to request a 15-day time extension on the above referenced project based upon the following:

1. Due to below average temperatures from April 15th, 2018 to May 1st, 2018. Construction was unable to begin until May 1st, because frost was still in the ground, attached is historical data dating back to 2014 from the April 15th to May first for each year to 2018. This historical data shows that 2018 recorded below average temperatures with above average snow depths.

With the delays due to weather we are requesting a 15-day time extension for the phases scheduled for a 2018 completion. Phase 1B, Phase 2B, Substantial Completion and Final Completion.

We appreciate your consideration of our request for a time extension on this project. If you have any questions or comments please feel free to contact me at 701-361-9764.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Ahlf", written over a horizontal line.

Scott Ahlf
Project Manager

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Xirus Wi-Fi for Government

EXPERIENCE XIRUS



Fargo, ND

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Weather History for KFAR - April, 2014

From:

April

15

2014

To:

May

1

2014

Get History

Daily
 Weekly
 Monthly
 Custom

	Max	Avg	Min	Sum
Temperature				
Max Temperature	76 °F	52 °F	34 °F	
Mean Temperature	54 °F	52 °F	23 °F	
Min Temperature	40 °F	33 °F	12 °F	
Degree Days				
Heating Degree Days (base 65)	42	22	11	379
Cooling Degree Days (base 65)	0	0	0	0
Growing Degree Days (base 50)	6	0	0	8
Dew Point				
Dew Point	45 °F	31 °F	3 °F	
Precipitation				
Precipitation	1.15 in	0.22 in	0.00 in	3.05 in
Snowdepth	1.0 in	0.1 in	0.0 in	-
Wind				
Wind	43 mph	13 mph	0 mph	
Gust Wind	62 mph	28 mph	16 mph	
Sea Level Pressure				



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Weather History for KFAR - April, 2015

From: April 15 2015

To: May 1 2015

Get History

Daily ; Weekly Monthly Custom

	Max	Avg	Min	Sum
Temperature				
Max Temperature	62 °F	65 °F	40 °F	
Mean Temperature	63 °F		34 °F	
Min Temperature	49 °F	36 °F	15 °F	
Degree Days				
Heating Degree Days (base 65)	31	14	2	242
Cooling Degree Days (base 65)	0	0	0	0
Growing Degree Days (base 50)	14	4	0	69
Dew Point				
Dew Point	54 °F	30 °F	2 °F	
Precipitation				
Precipitation	0.36 in	0.06 in	0.00 in	0.89 in
Snowdepth	0.0 in	0.0 in	0.0 in	-
Wind				
Wind	36 mph	12 mph	0 mph	
Gust Wind	45 mph	27 mph	17 mph	
Sea Level Pressure				

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5/1 - 5/13 ONLY!
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Weather History for KFAR - April, 2016

From:

April

15

2016

To:

May

1

2016

Get History

Daily
 Weekly
 Monthly
 Custom

	Max	Avg	Min	Sum
Temperature				
Max Temperature	72 °F	60 °F	46 °F	
Mean Temperature	64 °F	51.3 °F	44 °F	
Min Temperature	55 °F	41 °F	29 °F	
Degree Days				
Heating Degree Days (base 65)	21	14	1	243
Cooling Degree Days (base 65)	0	0	0	0
Growing Degree Days (base 50)	14	2	0	37
Dew Point				
Dew Point	52 °F	37 °F	18 °F	
Precipitation				
Precipitation	0.72 in	0.14 in	0.00 in	1.89 in
Snowdepth	0.0 in	0.0 in	0.0 in	



Fargo, ND

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Weather History for KFAR - April, 2017

From:

April

1

2017

To:

May

1

2017

Get History

Daily Weekly Monthly Custom

	Max	Avg	Min	Sum
Temperature				
Max Temperature	76 °F	58 °F	32 °F	
Avg Temperature	64 °F	57.5 °F	30 °F	
Min Temperature	51 °F	34 °F	23 °F	
Degree Days				
Heating Degree Days (base 65)	35	19	1	593
Cooling Degree Days (base 65)	0	0	0	0
Growing Degree Days (base 50)	13	1	0	38
Dew Point				
Dew Point	58 °F	33 °F	14 °F	
Precipitation				
Precipitation	0.61 in	0.06 in	0.00 in	1.43 in
Snowdepth	2.0 in	0.1 in	0.0 in	*



Fargo, ND

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6:55 AM CDT on May 08, 2018 (GMT -0500)

Weather History for KFAR - April, 2018

From:

April

1

2018

To:

May

1

2018

Get History

Daily Weekly Monthly Custom

	Max	Avg	Min	Sum
Temperature				
Max Temperature	81 °F	45 °F	18 °F	
Mean Temperature	60 °F		11 °F	
Min Temperature	43 °F	24 °F	3 °F	
Degree Days				
Heating Degree Days (base 65)	54	30	5	931
Cooling Degree Days (base 65)	0	0	0	0
Growing Degree Days (base 50)	12	1	0	24
Dew Point				
Dew Point	63 °F	25 °F	-5 °F	
Precipitation				
Precipitation	0.14 in	0.01 in	0.00 in	0.41 in
Snowdepth	5.0 in	1.8 in	0.0 in	-
Wind				

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-17-B1 Type: Change Order #5 & Time Extension

Location: 19th Ave N from I-29 to 45th St, 45th St from 16th Ave N to 19th Ave N Date of Hearing: 5/14/2018

<u>Routing</u>	<u>Date</u>
City Commission	6/4/2018
PWPEC File	X
Project File	Jason Leonard

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, regarding Change Order #5 & time extension requested by Master Construction.

This is in response to Master Construction's request for a time extension dated April 14, 2018. Master is requesting a 15-day extension due to a delay to begin their operations caused by unseasonably cold weather.

When developing the completion dates for this project, it was assumed that once work was suspended in the 2017 construction season, it would be able to resume on April 15, 2018. Because of the late start, we feel that Master's time extension request is justified. Based on the information provided by Master Construction (see attached), City of Fargo Staff recommends that the 15-day extension request be granted.

Staff is recommending approval of the time extension as shown below:

Original Contract	Revised This Memo
4/24/2018 Phase 3 Interim Completion	5/9/2018 Phase 3 Interim Completion
6/18/2018 Phase 4 Interim Completion	7/3/2018 Phase 4 Interim Completion
6/18/2018 Substantial Completion	7/3/2018 Substantial Completion
7/18/2018 Final Completion	8/2/2018 Final Completion

On a motion by Bruce Grubb, seconded by Mark Bittner, the Committee voted to recommend approval of Change Order #5 & time extension as shown above.

RECOMMENDED MOTION

Approve Change Order # 5 in the amount of \$14,850 and the time extension to the interim Phase 3 & 4 substantial and final completion dates as shown above.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Federal Funds (HMGP), Sales Tax Funds, & Special Assessments

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

PWPEC ROA
I.D. #BN-17-B1
5/14/2018 -- Page 2


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 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: Members of PWPEC
From: Jason Leonard, Project Engineer *JTL*
Date: May 5, 2018
Re: Improvement District #BN-17-B1 – Change Order # 5 & Time Extension Request

Background:

Improvement District #BN-17-B1 is for the new construction of underground utilities, concrete paving, site grading, street lights and incidentals on 19th Avenue North from 45th Street North to the west I-29 on/off ramp and 45th Street from 16th Avenue North to 19th Avenue North. In addition, the sanitary sewer interceptor mains will have an overflow structure installed.

Master Construction is the prime contractor for Improvement District #BN-17-B1.

This letter is in response to Master Construction's request for a time extension dated April 14, 2018. Master is requesting a 15-day extension due to a delay to begin their operations caused by unseasonably cold weather.

When developing the completion dates for this project, it was assumed that once work was suspended in the 2017 construction season, it would be able to resume on April 15, 2018. Because of the late start, we feel that Master's time extension request is justified. Based on the information provided by Master Construction (see attached), City of Fargo Staff recommends that the 15-day extension request be granted.

Original Contract	Revised This Memo
4/24/2018 Phase 3 Interim Completion	5/9/2018 Phase 3 Interim Completion
6/18/2018 Phase 4 Interim Completion	7/3/2018 Phase 4 Interim Completion
6/18/2018 Substantial Completion	7/3/2018 Substantial Completion
7/18/2018 Final Completion	8/2/2018 Final Completion

Background:

During the connection to the 60 inch sanitary interceptor line on the 19th Avenue North project is when City Staff saw the existing condition of the vortex structure and made the decision to rehabilitate. The current condition of the existing vortex structure is deteriorating fast due to hydrogen sulfide acid corrosion. The scope of the work is to remove the existing manhole coating prior to concrete rehabilitation. The Contractor will coat the structure with 150 mils of Zebron. Innovative Foundations Supportwork's includes a 15-year warranty with this proposal.

The Extra-Solid Waste bid item in the West Side Sanitary Overflow folder for the amount of \$14,850.00 includes all additional costs associated plus Prime Contractor Markups to the Zebron Coating restoration of the exiting sanitary interceptor vortex manhole structure at the southeast intersection of 19th Avenue North and 45th Street North. This bid submittal includes the scope change from the original quote that was based off of previously coated structures. The existing coating on the structure was more challenging to remove than originally quoted which required hydro and sand blasting along with jackhammering. In effect Innovative anticipates that the rehabilitation will take 3 additional days or less. This rehabilitation will continue to be done on a 'Time and Material' basis, at \$500 per hour based on a 3 man crew. Innovative will only invoice for the time spent on the manhole rehabilitation.

The Zebron vortex manhole coating cost will be paid through the wastewater sales tax 455 fund with the pre-approval from the Wastewater Department.

Recommended Motion:

Approve Change Order # 5 in the amount of \$14,850 and the time extension to the interim Phase 3 & 4 substantial and final completion dates as shown above.

Attachment
JTL/klo

C: Brenda Derrig
Thomas Knakmuhs



**CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT**

Improvement District No BN-17-B1 Change Order No 5
 Project Name Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Paving, Street Lighting & Incid
 Date Entered 5/8/2018 For Master Construction Co Inc

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

EXPLANATION OF CHANGE: Change Order # 5 - Time Extension Request & Vortex Structure Repair

During the connection to the 60 inch sanitary interceptor line on the 19th Avenue North project is when City Staff saw the existing condition and made the decision to rehabilitate the existing vortex structure. The current condition of the existing vortex structure is deteriorating fast due to hydrogen sulfide acid corrosion. The scope of the work is to remove the existing manhole coating prior to concrete rehabilitation. The Contractor will coat the structure with 150 mls of Zebtron. Innovative Foundations Supportwork's includes a 15-year warranty with this proposal.

This bid submittal includes the additional rehabilitation costs incurred now that the lid has been open and rehabilitation has begun. Removal of the existing coating is taking additional time. Innovative anticipates that the rehabilitation will take 3 additional days or less. This rehabilitation will continue to be done on a 'Time and Material' basis, at \$500 per hour based on a 3 man crew. Innovative will only invoice for the time spent on the manhole rehabilitation.

The Extra-Solid Waste bid item in the West Side Sanitary Overflow folder for the additional work as described above to re-coat the vortex structure for the amount of \$14,850 which includes 10% prime Contractor markup.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
West Side Sanitary Overflow	179	Extra - SolidWaste	LS	0.00	0.00	0.00	1.00	1.00	14,850.00	14,850.00
West Side Sanitary Overflow Sub Total (\$)										
14,850.00										

Summary

Source Of Funding Sales Tax Funds - Wastewater - 455

Net Amount Change Order # 5 (\$)

14,850.00

Previous Change Orders (\$)

180,947.44

Original Contract Amount (\$)

6,605,449.60

Total Contract Amount (\$)

6,801,247.04

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

CONTRACT TIME

Current Substantial Completion Date

Current Final Completion Date

Additional Days Substantial Completion

Additional Days Final Completion

New Substantial Completion Date

New Final Completion Date

08/18/2018	15.00	15.00	07/03/2018	08/2/2018
Description	<p>Phase 3 Interim Completion date revised from 4/24/2018 to 5/8/2018 due to colder weather in April that resulted in a late frost out. Phase 4 Interim Completion date revised from 6/18/2018 to 6/18/2018 due to colder weather in April that resulted in a late frost out. Substantial and Final Completion dates revised from 6/18/2018 to 7/3/2018 and 7/18/2018 to 8/2/2018 respectively, to correlate with revised Interim Completion Dates.</p>			

APPROVED

For Contractor

Title



PROJECT MANAGER

APPROVED DATE

Department Head

Mayor

Attest



5/31/18



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

April 14th, 2018

City of Fargo
200 N 3rd Street
Fargo, ND 58102

Attn: Jason Leonard

RE: Time Extension Request
Improvement District BN-17-B1

Dear Mr. Leonard,

Master Construction Co. Inc. would like to request a 15-day time extension on the above referenced project based upon the following:

1. Due to below average temperatures from April 15th, 2018 to May 1st, 2018. Construction was unable to begin until May 1st, because frost was still in the ground, attached is historical data dating back to 2014 from the April 15th to May first for each year to 2018. This historical data shows that 2018 recorded below average temperatures with above average snow depths.

With the delays due to weather we are requesting a 15-day time extension for the phases scheduled for a 2018 completion,

We appreciate your consideration of our request for a time extension on this project. If you have any questions or comments please feel free to contact me at 701-361-9764.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Ahlf".

Scott Ahlf
Project Manager

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and National Facilities
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Weather History for KFAR - April, 2014

From:

April

15

2014

To:

May

1

2014

Get History

Daily
 Weekly
 Monthly
 Custom

	Max	Avg	Min	Sum
Temperature				
Max Temperature	76 °F	52 °F	34 °F	
Mean Temperature	54 °F	43 °F	23 °F	
Min Temperature	40 °F	33 °F	12 °F	
Degree Days				
Heating Degree Days (base 65)	42	22	11	379
Cooling Degree Days (base 65)	0	0	0	0
Growing Degree Days (base 50)	6	0	0	8
Dew Point				
Dew Point	45 °F	31 °F	3 °F	
Precipitation				
Precipitation	1.15 in	0.22 in	0.00 in	3.05 in
Snowdepth	1.0 in	0.1 in	0.0 in	
Wind				
Wind	43 mph	13 mph	0 mph	
Gust Wind	62 mph	28 mph	16 mph	
Sea Level Pressure				



Fargo, ND

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Weather History for K FAR - April, 2015

From:

April

15

2015

To:

May

1

2015

Get History

Daily
 Weekly
 Monthly
 Custom

	Max	Avg	Min	Sum
Temperature				
Max Temperature	82 °F	65 °F	40 °F	
Mean Temperature	63 °F	51 °F	34 °F	
Min Temperature	49 °F	36 °F	15 °F	
Degree Days				
Heating Degree Days (base 65)	31	14	2	242
Cooling Degree Days (base 65)	0	0	0	0
Growing Degree Days (base 50)	14	4	0	69
Dew Point				
Dew Point	54 °F	30 °F	2 °F	
Precipitation				
Precipitation	0.36 in	0.06 in	0.00 in	0.89 in
Snowdepth	0.0 in	0.0 in	0.0 in	
Wind				
Wind	36 mph	12 mph	0 mph	
Gust Wind	45 mph	27 mph	17 mph	
Sea Level Pressure				

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Weather History for KFAR - April, 2016

From:

April

15

2016

To:

May

1

2016

Get History

Daily Weekly Monthly Custom

	Max	Avg	Min	Sum
Temperature				
Max Temperature	72 °F	60 °F	46 °F	
Mean Temperature	64 °F	51 °F	44 °F	
Min Temperature	55 °F	41 °F	29 °F	
Degree Days				
Heating Degree Days (base 65)	21	14	1	243
Cooling Degree Days (base 65)	0	0	0	0
Growing Degree Days (base 50)	14	2	0	37
Dew Point				
Dew Point	52 °F	37 °F	16 °F	
Precipitation				
Precipitation	0.72 in	0.14 in	0.00 in	1.89 in
Snowdepth	0.0 in	0.0 in	0.0 in	-

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Weather History for KFAR - April, 2017

From:

April

1

2017

To:

May

1

2017

Get History

- [Daily](#)
- [Weekly](#)
- [Monthly](#)
- [Custom](#)

	Max	Avg	Min	Sum
Temperature				
Max Temperature	76 °F	58 °F	32 °F	
Mean Temperature	64 °F	48 °F	30 °F	
Min Temperature	51 °F	34 °F	23 °F	
Degree Days				
Heating Degree Days (base 65)	35	19	1	593
Cooling Degree Days (base 65)	0	0	0	0
Growing Degree Days (base 50)	13	1	0	38
Dew Point				
Dew Point	58 °F	33 °F	14 °F	
Precipitation				
Precipitation	0.61 in	0.06 in	0.00 in	1.43 in
Snowdepth	2.0 in	0.1 in	0.0 in	-



Fargo, ND 
Hector International

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Weather History for KPAR - April, 2018

From:

To:

Get History

- Daily
- Weekly
- Monthly
- Custom

	Max	Avg	Min	Sum
Temperature				
Max Temperature	81 °F	45 °F	18 °F	
Mean Temperature	60 °F	35 °F	11 °F	
Min Temperature	43 °F	24 °F	3 °F	
Degree Days				
Heating Degree Days (base 65)	54	30	5	931
Cooling Degree Days (base 65)	0	0	0	0
Growing Degree Days (base 50)	12	1	0	24
Dew Point				
Dew Point	53 °F	25 °F	-5 °F	
Precipitation				
Precipitation	0.14 in	0.01 in	0.00 in	0.41 in
Snowdepth	5.0 in	1.8 in	0.0 in	-
Wind				



Innovative Foundation Supportworks
"A Service Disabled Veteran Owned Small Business"
 1325 S Frandsen Ave. Rush City, MN 55069
Contact: Bill Jordan
Cell: 701-404-0043
Fax: 320-566-1105
www.innovativefoundationsupportworks.com

SUBMITTED TO:

BID SUMMARY

Project Name: Vortex Manhole Coating - Additional Rehabilitation
Project Location: 19th Ave and 45th Street North Fargo, ND 58102
Bid Date: May 04, 2018

BID AMOUNT
\$13,500.00

SCOPE OF WORK

The original bid submittal includes all labor, materials, equipment and site supervision required to install Zebron as specified for the above referenced project. Proposal is based on site observations made by Bill Jordan and Rob Stenehjem of Innovative Foundation Supportworks. Innovative crew members will remove the existing coating prior to concrete rehabilitation. Innovative will coat the concrete structure with 150 mils of Zebron.

This bid submittal includes the additional rehabilitation costs incurred now that the lid has been open and rehabilitation has begun. Removal of the existing coating is taking additional time. **Innovative anticipates that the rehabilitation will take 3 additional days or less.** This rehabilitation will continue to be done on a 'Time and Material' basis, at \$500 per hour based on a 3 man crew. Innovative will only invoice for the time spent on the manhole rehabilitation.

We anticipate this work will be done from the hours of 9pm to 6am.

PRODUCTS

Zebron
 (27) Hours, Concrete, Manhole Rehabilitation

INSTALLATION

Zebron

- Wash area with 5000 PSI water blaster to insure substrate is in clean, sound condition.
- Rehab concrete as is necessary. Use foam stop or chemical grout to control water infiltration at an additional cost.
- Prime all concrete with 3-5 mils of Zebron prime coat.
- Spray Zebron, the original, proven, 100% solids polyurethane to desired thickness (150 mils). Crews will be using proper protective clothing as well as respirators to limit exposure, although Zebron has NO VOC.
- Spark test with 15000 volts to insure no pinholes or imperfections in the coating exist. Fix any pinholes or imperfections following the manufacturers standards and in line with standard operations.

QUALIFICATIONS

Zebron

- Crews on site will be led by trained and certified Zebron installers only. Product has highly specific application techniques that must be adhered to at all times.
- Innovative Foundation Supportworks will mobilize a dedicated truck capable of spraying this two-part polyurethane, at a specific mix rate of 3-1, per the MSDS/Tech Data provided on Zebron 386 with 9000 series activator.
- The city will provide a vac truck for use while Innovative is on site.
- The 4 walls of the 10' x 10' x 18' deep manhole will be coated. The ceiling will also be coated. Innovative will coat as far down the walls as possible. The water level at the base of the manhole will be the determinate for the coating extent.
- This proposal includes a 15 year warranty on the Zebron coating. This warranty covers any disbondment, pinholes, leakage or seepage that may occur where the Zebron coating is applied. This warranty does not cover the integrity of the structure being coated.

Other Qualifications

- The owners representative is responsible for providing proper access for Innovative Foundation Supportworks "A Service Disabled Veteran Owned Small Business"'s installation equipment.
- If Innovative Foundation Supportworks "A Service Disabled Veteran Owned Small Business" should encounter impassible unforeseen obstructions during rehabilitation or coating, we will contact the owner to discuss the best alternative installation procedure.
- This bid includes one mobilization to the work site. Additional mobilizations will cost an additional \$500.00 per trip.
- Background checks would result in an additional charge.
- Innovative Foundation Supportworks retains ownership of all product until payment is received.
- If, after water blasting, the concrete is not able to be coated due to structural instability, Innovative will only charge for the work that was completed. The coating will not be applied.
- The concrete lid will be removed by others before the arrival of Innovative on site. This will allow the necessary access and allow better ventilation.



Innovative Foundation Supportworks
"A Service Disabled Veteran Owned Small Business"
1325 S Frandsen Ave. Rush City, MN 55069
Contact: Bill Jordan
Cell: 701-404-0043
Fax: 320-566-1105
www.innovativefoundationsupportworks.com

SUBMITTED TO:

BID SUMMARY

Project Name: Vortex Manhole Coating - Additional Rehabilitation
Project Location: 19th Ave and 45th Street North Fargo, ND 58102
Bid Date: May 04, 2018

BID AMOUNT
\$13,500.00

EXCLUSIONS

- Damage to underground utilities or mechanical and electrical ductwork/conduits.
• Any excavation and/or disposal of excavated materials.
• Purchase, placement, and compaction of fill soils.
• Lighting necessary to provide crew visibility during installation.
• Additional insurance coverage beyond Innovative Foundation Supportworks, Inc.'s standard coverage.
• Bonding. If required, please add 2% to contract amount.
• Structural or cosmetic damages due to the installation process.
• Providing traffic control services (if applicable).

Innovative Foundation Supportworks
"A Service Disabled Veteran Owned Small Business"

Acceptance of Proposal - The prices proposed, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. We jointly and severally agree to pay you upon completion of the job, and will further pay your service charge of 1-1/3% per month (16% annum) if our account is 30 or more days past due, and your attorney's fees and costs to collect or enforce this contract. **My signature indicates that I accept the terms of this Proposal.

SIGNATURE: _____

SIGNATURE: _____



200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

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May 30, 2018

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BR-18-H1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, May 30, 2018, for Water Main Replacement, Street Reconstruction & Incidentals, Improvement District No. BR-18-H1, located at 12th Street North, from 1st Avenue to NP Avenue North.

The bids were as follows:

CC Steel, LLC.	\$687,025.00
Master Construction Co., Inc.	\$718,616.50
Dakota Underground Co.	\$797,180.10
KPH, Inc.	\$838,054.50

Engineer's Estimate	\$693,717.00
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The special assessment escrow is not required.

This office recommends award of the contract to CC Steel, LLC. in the amount of \$687,025.00 as the lowest and best bid. No protests have been received.

Sincerely,

Thomas Knakmuhs
Division Engineer

TAK/klb

ENGINEER'S STATEMENT OF ESTIMATED COST
IMPROVEMENT DISTRICT # BR-18-H1
Water Main Replacement, Street Reconstruction & Incidentals

12th St N from 1st Ave to NP Ave N

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and
WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Division Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Water Main Replacement, Street Reconstruction & Incidentals Improvement District # BR-18-H1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer				
1 Remove Manhole	EA	1.00	1,500.00	1,500.00
2 Remove Pipe All Sizes All Types	LF	333.00	15.00	4,995.00
3 F&I Manhole 4' Dia Reinf Conc	EA	1.00	7,500.00	7,500.00
4 F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	122.00	35.00	4,270.00
5 F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	218.00	90.00	19,620.00
6 F&I Insulation 4" Thick	SY	50.00	10.00	500.00
7 Connect Pipe to Exist Pipe	EA	2.00	500.00	1,000.00
			Sanitary Sewer Total	39,385.00
Water Main				
8 Remove Pipe - Asbestos Cement	LF	230.00	30.00	6,900.00
9 F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	13.00	45.00	585.00
10 F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	210.00	85.00	17,850.00
11 F&I Hydrant	EA	1.00	8,500.00	8,500.00
12 F&I Gate Valve 6" Dia	EA	1.00	2,500.00	2,500.00
13 F&I Gate Valve 10" Dia	EA	1.00	3,200.00	3,200.00
14 F&I Fittings Ductile Iron	LB	151.00	25.00	3,775.00
15 F&I Pipe w/GB 1" Dia Copper	LF	16.00	25.00	400.00
16 F&I CS & Box 1" Dia	EA	1.00	100.00	100.00
17 Transfer Water Svc	EA	1.00	2,500.00	2,500.00
18 Furnish Temp Water Svc	EA	5.00	1,500.00	7,500.00
19 F&I Insulation 4" Thick	SY	50.00	15.00	750.00
20 Connect Pipe to Exist Pipe	EA	2.00	1,500.00	3,000.00
			Water Main Total	57,560.00
Storm Sewer				
21 Remove Inlet	EA	5.00	1,000.00	5,000.00
22 Remove Pipe All Sizes All Types	LF	403.00	18.00	7,254.00
23 Remove Manhole	EA	2.00	900.00	1,800.00
24 F&I Inlet - Round (RDI) Reinf Conc	EA	3.00	1,750.00	5,250.00
25 F&I Inlet - Single Box (SBI) Reinf Conc	EA	4.00	2,000.00	8,000.00
26 F&I Manhole 4' Dia Reinf Conc	EA	3.00	4,900.00	14,700.00
27 F&I Pipe w/GB SDR 26 - 15" Dia PVC	LF	140.00	55.00	7,700.00
28 Connect Pipe to Exist Structure	EA	1.00	1,200.00	1,200.00
29 Connect Pipe to Exist Pipe	EA	1.00	1,500.00	1,500.00
30 F&I Pipe w/GB 18" Dia Reinf Conc	LF	297.00	65.00	19,305.00
			Storm Sewer Total	71,709.00
Paving				
31 Remove Pavement All Thicknesses All Types	SY	1,200.00	25.00	30,000.00
32 Remove Curb & Gutter	LF	440.00	18.00	7,920.00
33 Remove Sidewalk All Thicknesses All Types	SY	500.00	25.00	12,500.00

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BR-18-H1

Water Main Replacement, Street Reconstruction & Incidentals

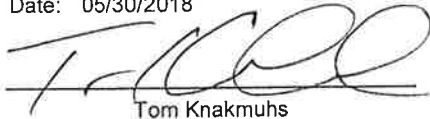
34 Remove Driveway All Thicknesses All Types	SY	220.00	25.00	5,500.00
35 Rem & Repl Pavement 6" Thick Asph	SY	25.00	25.00	625.00
36 Subgrade Preparation	SY	2,500.00	2.50	6,250.00
37 F&I Woven Geotextile	SY	2,500.00	1.50	3,750.00
38 F&I Class 5 Agg - 12" Thick	SY	2,500.00	24.00	60,000.00
39 F&I Edge Drain 4" Dia PVC	LF	970.00	6.00	5,820.00
40 F&I Curb & Gutter Standard (Type II)	LF	970.00	21.00	20,370.00
41 F&I Pavement 9" Thick Doweled Conc	SY	2,200.00	75.00	165,000.00
42 F&I Sidewalk 4" Thick Reinf Conc	SY	820.00	50.00	41,000.00
43 F&I Sidewalk 6" Thick Reinf Conc	SY	30.00	70.00	2,100.00
44 F&I Impressioned 6" Thick Reinf Conc	SY	250.00	95.00	23,750.00
45 F&I Driveway 7" Thick Reinf Conc	SY	180.00	70.00	12,600.00
46 F&I Det Warn Panels Cast Iron	SF	72.00	55.00	3,960.00
47 Rem & Repl Casting - Self Leveling	EA	1.00	1,500.00	1,500.00
48 F&I Casting - Floating Manhole	EA	3.00	1,500.00	4,500.00
49 F&I Casting - Inlet	EA	2.00	1,000.00	2,000.00
50 GV Box to Grade - no Conc	EA	7.00	500.00	3,500.00
51 Casting to Grade - no Conc	EA	16.00	500.00	8,000.00
52 Repair Pavement - Patch Asph	SY	50.00	250.00	12,500.00
53 F&I Traffic Surface Gravel	TON	10.00	250.00	2,500.00
54 Inlet Protection - Existing Inlet	EA	8.00	150.00	1,200.00
55 Inlet Protection - New Inlet	EA	9.00	175.00	1,575.00
56 Stormwater Management	LS	1.00	1,500.00	1,500.00
57 Temp Construction Entrance	EA	2.00	1,500.00	3,000.00
58 Construction Signing	SF	10.00	10.00	100.00
59 Traffic Control - Type 2	LS	1.00	4,000.00	4,000.00
60 Temp Fence - Safety	LS	1.00	7,500.00	7,500.00
			Paving Total	454,520.00
Street Lighting				
61 Relocate Street Light	EA	1.00	1,500.00	1,500.00
62 Remove Street Light	EA	4.00	500.00	2,000.00
63 F&I Base 6' Deep Reinf Conc	EA	6.00	1,400.00	8,400.00
64 Remove Base	EA	5.00	450.00	2,250.00
65 F&I Conductor #6 USE Cu	LF	2,676.00	2.25	6,021.00
66 F&I Innerduct 1.5" Dia	LF	1,084.00	11.50	12,466.00
67 F&I Luminaire Type A	EA	5.00	1,600.00	8,000.00
68 F&I Pull Box	EA	2.00	1,200.00	2,400.00
69 F&I Light Standard Type A	EA	5.00	1,810.00	9,050.00
			Street Lighting Total	52,087.00
Signing				
70 F&I Diamond Grade Cubed	SF	13.00	22.00	286.00
71 F&I Engineering Grade	SF	25.50	18.00	459.00
72 F&I Sign Assembly	EA	2.00	60.00	120.00
73 F&I Sign Assembly & Anchor	EA	9.00	125.00	1,125.00
			Signing Total	1,990.00
Pavement Markings				
74 F&I Grooved Thermoplastic Pavement Marking Message	SF	142.00	36.00	5,112.00
75 F&I Grooved Plastic Film 4" Wide	LF	666.00	7.00	4,662.00
			Pavement Markings Total	9,774.00
			Total Construction in \$	687,025.00
	Engineering		7.60 %	52,213.90
	Legal & Misc		3.00 %	20,610.75
	Contingencies		10.00 %	68,702.50

ENGINEER'S STATEMENT OF ESTIMATED COST
IMPROVEMENT DISTRICT # BR-18-H1
Water Main Replacement, Street Reconstruction & Incidentals

Administration	1.92 %	13,190.88
Interest	4.00 %	27,481.00
Total Estimated Costs		869,224.03
Sales Tax Funds - Infrastructure - 420		522,664.03
Utility Funds - Water - 501		37,186.00
Utility Funds - Wastewater - 521		14,830.00
Special Assessments		294,544.00
Unfunded Costs		0.00

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 05/30/2018



Tom Knakmuhs

Division Engineer

